



Board of Finance

Monday, September 9, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall

Please click the link below to join the webinar:

<https://zoom.us/j/97026676849>

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

1. Agenda

Subject	1.1. Motion to adopt agenda
Meeting	September 9, 2024 - Board of Finance Meeting - Monday, September 9, 2024, 5:00 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	September 9, 2024 - Board of Finance Meeting - Monday, September 9, 2024, 5:00 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	September 9, 2024 - Board of Finance Meeting - Monday, September 9, 2024, 5:00 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. August 5, 2024 Board of Finance Meeting Minutes, Draft
Meeting	September 9, 2024 - Board of Finance Meeting - Monday, September 9, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Information Minutes
Recommended Action	approve minutes
Subject	3.3. Classification of a Part-Time Custodian in the Department of Parks, Recreation and Waterfront - BPRW
Meeting	September 9, 2024 - Board of Finance Meeting - Monday, September 9, 2024, 5:00 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 creation and classification of the Custodian I- Facilities position, a regular, limited part-time, non-exempt, Grade 9 position in the Department of Parks, Recreation & Waterfront
Subject	3.4. Fletcher Free Library Security Guard Contract - 6 months - Library

Meeting	September 9, 2024 - Board of Finance Meeting - Monday, September 9, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Fletcher Free Library
Type	Action (Consent)
Recommended Action	to approve and recommend that the City Council approve the execution of a Contract Agreement and any related documents needed to carry out said contract with Chocolate Thunder, LLC, for a 6 month contract of security guard services for the Fletcher Free Library at a rate of \$50.00 per hour for the first security guard, and \$47.50 per hour for the second security guard in an amount up to \$93,000 with a contingency of \$6,000.00 for a total maximum limiting amount of \$99,000.00, upon final review and approval of the City Attorney's Office
Subject	3.5. Court Diversion Grant Amendment #02100-FY24/25-CN - CJC
Meeting	September 9, 2024 - Board of Finance Meeting - Monday, September 9, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Community Justice Center
Type	Action (Consent)
Recommended Action	1. 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 \$669,022, 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. 2. To approve and recommend that City Council authorize CEDO Director, Brian Pine, to accept future grant amendments increasing the amount of the foregoing grant 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	3.6. Authorization to provide CCRPC with Local Match for VT 127 Shared Use Path Scoping and Feasibility Study - BPRW
Meeting	September 9, 2024 - Board of Finance Meeting - Monday, September 9, 2024, 5:00 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 Director of Parks, Recreation, and Waterfront to enter into an agreement with the Chittenden County Regional Planning Commission, obligating the City to provide an amount not to exceed

\$25,162 of Bike Path Maintenance Funds to the CCRPC to act as the 20% local funding match for the VT 127 Shared Use Path Scoping and Feasibility Study grant accepted by the CCRPC from the Federal Highway Administration and totaling \$100,646 in granted funds, subject to review by the Chief Administrative Officer and City Attorney's Office

Subject	3.7. Authorization to Accept State Grant for the Voices of St. Joseph's Orphanage Memorial Project - BPRW
Meeting	September 9, 2024 - Board of Finance Meeting - Monday, September 9, 2024, 5:00 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 acceptance of grant funds of \$85,000 from the State of Vermont Vermont Center for Crime Victim Services for the Voices of St. Joseph's Orphanage Memorial Project and authorize the Director of Parks, Recreation and Waterfront to execute the grant agreement and all documents necessary to accept the funding, subject to the final review and approval of the City Attorney's Office
Subject	3.8. Authorization to execute an Assignment and Assumption Agreement by and between Mirabelle's Inc. and Mirabelle's Bakery, LLC - Airport
Meeting	September 9, 2024 - Board of Finance Meeting - Monday, September 9, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Airport
Type	Action (Consent)
Recommended Action	to approve and recommend to the City Council that the Mayor of the City of Burlington be authorized to execute the Assignment and Assumption Agreement between Mirabelle's Inc. and Mirabelle's Bakery, LLC in regards to the leasing of the Airport's business premises located at 3060 Williston Road, Suite 8, South Burlington, VT, subject to final review and approval by the City Attorney's Office
Subject	3.9. Request for Approval of a \$135,986 Budget Neutral Amendment to the Fiscal Year 2024 Patrick Leahy Burlington International Airport - Airport
Meeting	September 9, 2024 - Board of Finance Meeting - Monday, September 9, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Airport
Type	Action (Consent)

Recommended Action	to approve and recommend that the City Council approve a budget neutral amendment in the amount of \$135,986 to the Fiscal Year 2024 Patrick Leahy Burlington International Airport budget by modifying the accounts as described in the affiliated memorandum
Subject	3.10. Authorization to Accept a Work of Public Art from the Parks Foundation to the City - BPRW/BCA
Meeting	September 9, 2024 - Board of Finance Meeting - Monday, September 9, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	City Arts
Type	Action (Consent)
Recommended Action	to approve and recommend that the City Council authorize the Director of BPRW to accept a Public Art donation as described in Attachment A with a total value of \$37,865 from the Parks Foundation, and to execute all necessary documents thereto upon final review and approval of the Chief Administrative Officer and the City Attorney's Office
Subject	3.11. BED U.S. Department of Energy Grid Resilience & Innovation Partnership grant - BED
Meeting	September 9, 2024 - Board of Finance Meeting - Monday, September 9, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Burlington Electric Department
Type	Action (Consent)
Recommended Action	to approve and recommend the City Council approve and authorize the BED General Manager or their designee, subject to final review and approval by the City Attorney's Office, to accept and execute the grant agreement for U.S. Department of Energy Award DE-GD0000904
Subject	3.12. Acceptance of grant funding AFG - Fire
Meeting	September 9, 2024 - Board of Finance Meeting - Monday, September 9, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Fire Department
Type	Action (Consent)
Recommended Action	move to approve and recommend that the City Council authorize the Burlington Fire Department to accept a grant from FEMA in furtherance of enhancing and expanding the department's training programs in the area of firefighting, in the amount of \$222,060.00, obligating the City to a 10% local match in an amount not to exceed \$20,187.28, subject to final review by the Chief Administrative Officer; and, further authorize the Chief Engineer to execute a grant agreement with FEMA to accept such funds, subject to review by the City Attorney's Office

4. Deliberative Agenda

Subject	4.1. "Monthly Financial Review & Introduction of New Dashboard" - CT
Meeting	September 9, 2024 - Board of Finance Meeting - Monday, September 9, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative 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	4.2. Reclassification of one (1) DPW - Administrator position to Permit Tech - DPI/HR
Meeting	September 9, 2024 - Board of Finance Meeting - Monday, September 9, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Permitting & Inspections
Type	Action
Recommended Action	to approve and recommend that the City Council approve the reclassification of the Department of Permitting and Inspections Administrator, a Regular, Full-time, Non-Exempt, AFSCME, Grade 14 position to a Permit Technician, Trades Division, a Regular, Full-time, Non-Exempt, AFSCME, Grade 15 position
Subject	4.3. Creation of the NPA Public Engagement Specialist Position - CEDO
Meeting	September 9, 2024 - Board of Finance Meeting - Monday, September 9, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action
Recommended Action	to recommend that the City Council approve the: • Creation of the NPA Public Engagement Specialist – a part-time, permanent, non-exempt, AFSCME, Grade 14 position in the Community and Economic Development Office
Subject	4.4. Approving The Pledging Of The Credit Of The City In Anticipation Of The Receipt Of Revenue From The Traffic Division Of Public Works Department - CT/DPW
Meeting	September 9, 2024 - Board of Finance Meeting - Monday, September 9, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda

Department	Public Works Department
Type	Action Resolution
Recommended Action	to recommend that the City Council approve the attached resolution
Subject	4.5. Reclassification of three (3) Parking Maintenance Workers - DPW/HR
Meeting	September 9, 2024 - Board of Finance Meeting - Monday, September 9, 2024, 5:00 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 approve the: ☐ Reclassification of three (3) Parking Maintenance Workers, a Regular, Full-Time, Non-Exempt, AFSCME, Grade 11 role in the Parking and Traffic Division to three (3) Parking Maintenance Workers, a Regular, Full-time, Non-Exempt, AFSCME, Grade 14 role
Subject	4.6. Authorization to Accept Pollution Control Grant Funding and Execute the Grant for Wastewater Treatment Facility SCADA/PLC Improvements and Disinfection Improvements - DPW - Water Resources
Meeting	September 9, 2024 - Board of Finance Meeting - Monday, September 9, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Public Works Department - Water Resources
Type	Action
Recommended Action	1. "To approve and recommend to the City Council that the Director of the Department of Public Works be authorized to execute a grant agreement with Vermont DEC for up to \$113,136.00 for the WWTF SCADA and PLC Improvements Project, subject to final review and approval by the City Attorney's Office." 2. "To approve and recommend to the City Council that the Director of the Department of Public Works be authorized to execute a grant agreement with Vermont DEC for up to \$901,499.00 for the WWTF Disinfection Improvements Project, subject to final review and approval by the City Attorney's Office."
Subject	4.7. Fire Station 2 Bay Floor Renovation - BPRW
Meeting	September 9, 2024 - Board of Finance Meeting - Monday, September 9, 2024, 5:00 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 approve and authorize the execution of a contract with Farrington Construction Inc., for a price not to exceed \$629,583 for the FS 2 Bay Floor Renovation project, plus a project contingency of \$62,000 (total project authorization including contingency not to exceed \$691,583), and to authorize Cindi Wight, Director of Parks, Recreation and Waterfront, to execute the contract, any related documents needed to carry out the project, and any contract amendments necessary to utilize the project contingency, subject to the review of the City Attorney's Office

Subject 4.8. Reorganization of the Assessor's Office including the reclassification of the City Assessor - Assessor/HR

Meeting September 9, 2024 - Board of Finance Meeting - Monday, September 9, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall

Category 4. Deliberative Agenda

Department Assessor's Office

Type Action

Recommended Action to recommend that City Council approve the:
☐ Reclassification of the City Assessor, a Regular, a Full-Time, Exempt, Non-Union, Grade 22, role to City Assessor, a Regular, Full-time, Exempt, Non-Union, Grade 28, role ,in the Assessor's Office and authorize retroactive pay to April 15th, in an amount not to exceed \$8,600

Subject 4.9. Reorganization of the Assessor's Office including the reclassification of two (2) positions - Assessor/HR

Meeting September 9, 2024 - Board of Finance Meeting - Monday, September 9, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall

Category 4. Deliberative Agenda

Department Assessor's Office

Type Action

Recommended Action to recommend that City Council approve the:
• Reclassification and retitling of the Associate Assessor, a Regular, a Full-Time, Non-Exempt, AFSCME, Grade 16, role to Assessment Specialist, a Regular, Full-time, Non-Exempt, AFSCME, Grade 18, role in the Assessor's Office and authorize retroactive pay from 04/15/24 to 09/6/2024 not to exceed \$2,000
• Reclassification and retitling of the Assistant Residential Appraiser, a Regular, a Full-Time, Non-Exempt, AFSCME, Grade 16, role to Assessment Analyst, a Regular, Full-time, Non-Exempt, AFSCME, Grade 17, role in the Assessor's Office and authorize retroactive pay from 04/15/24 to 09/6/2024 not to exceed \$1,900

Subject 4.10. Moody's Review Update

Meeting September 9, 2024 - Board of Finance Meeting - Monday, September 9, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall

Category 4. Deliberative Agenda

Department Clerk/Treasurer's Office

Type	Discussion Information
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5. Adjournment

Subject	5.1. Motion to adjourn
Meeting	September 9, 2024 - Board of Finance Meeting - Monday, September 9, 2024, 5:00 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
BUSHOR CONF. ROOM, FIRST FLOOR, CITY HALL *OR*
REMOTE MEETING WITH CALL-IN NUMBER
BURLINGTON, VERMONT
MINUTES OF MEETING
DRAFT
August 5, 2024**

MEMBERS PRESENT:

Mark Barlow
Sarah E Carpenter
Joe Kane (via Zoom)
Katherine Schad (for Emma Mulvaney-Stanak)

OTHERS PRESENT:

Joe McNeil
Cindi Wight
Chapin Spencer
Brian Pine
Stephen Petit
Corey Mims
Emma Feeney
Madeline Suender
Laura Wheelock
Lee Perry
Dave Hammond
Shannon Trammell
Darren Springer
Emily Stebbins-Wheelock

1.0 CALL TO ORDER and AGENDA

1.1 Motion to amend/adopt the agenda

Chief Administrative Officer Schad called the Board of Finance meeting to order at 5:38 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 several items on the agenda. She asked whether the Intervale lease has been reviewed by the Conservation Board and whether the Board had any recommendations about mitigation for parts of the parcels that are at risk for flooding and any

recommendations about buffer zone considerations for the stands of silver maples in the parcels. She also noted that the UVM land swap item does not solve the issue of alignment for the intersection of Pearl and Prospect Streets, and expressed disappointment that this item did not go back before the ward in question to determine whether residents and UVM students feel that the current solution (as opposed to the land swap proposal) is working well. She further asked about the cost of the item related to the Miller Center lease. Director Wight replied regarding the Intervale lease, noting that staff have been in communication with the Conservation Board regarding this property since 2012 and the Board has focused on using the leased land for vegetable production and not livestock or monoculture. She further noted that restoration efforts have been underway to create a buffer along the Winooski River on the parcel and that over 2,000 restoration trees have been planted on site for this buffer. Director Spencer spoke about the UVM/City land swap, saying that the City Council and Transportation, Energy, and Utilities Committee (TEUC) have reviewed the plans, noting that it is financially advantageous and the improvements to the intersection are advantageous as well. He said that the project qualifies under the VTrans safety program due to its crash history and that the State will cover 100% of the intersection improvements other than non-participating costs.

3.0 CONSENT AGENDA

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

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

3.3 July 8, 2024 Board of Finance Meeting Minutes, Draft – approve the minutes.

3.4 Monthly Financial Review – Budget to Actual as of June 30th, 2024 – C/T – waive the reading, accept the communication, and place it on file.

3.5 Lease of McKenzie Park – BPRW – 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.

3.6 Court Diversion Grant Amendment #02100-FY24/25-CN – CJC – 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.

3.7 Department of Corrections Grant: "Safer Communities" (Grant Amendment #03520-1578) – CJC – approve and recommend that the City Council approve and 1. Authorize the CEDO Director to accept and execute a second amendment to the 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.

3.8 UVM – City Land Swap at Pearl and Prospect Intersection – DPW – 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.

3.9 Approval to Enter into Contract with Sandri Energy LLC, for the City of Burlington's Fuel Supply – DPW – approve and recommend that the City Council authorize the Department of Public Works Director, Chapin Spencer, or their successor or designee: 1. To enter into a five-year agreement with Sandri Energy, LLC, to supply the City of Burlington with gasoline and diesel fuel services, for a price of \$0.10 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.

3.10 City Arts West Window Restoration – BPRW – 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.

3.11 Burlington Police Department Front Canopy Renovation – BPRW – 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.

3.12 FY25 Vehicle Purchase Recommendation – DPW – 1. Approve and recommend that the City Council approve the proposed FY25 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; 2. 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. 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 instructions 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 Management will have the vehicle/equipment hauled away for scra at the current market price.

MOTION by Councilor Barlow, SECOND by Councilor Carpenter, to adopt the consent agenda and take the actions indicated for items 3.1-3.12.

VOTING: unanimous; motion carries.

4.0 DELIBERATIVE AGENDA

4.1 Creation of one position at CJC – CJC/HR

Director Pine said that this item relates to responding to the increased workload placed on the CJC, noting that the Attorney General’s Office has provided 75% of the funding to staff this position for one year, and that the remainder will be funded by CEDO’s administrative budget.

MOTION by Councilor Carpenter, SECOND by Councilor Barlow, to approve and recommend that the City Council approve the creation of the Data, Communications and Operations Specialist position within CEDO, a Limited Service, Full-time, Union, Grade 14, position.

VOTING: unanimous; motion carries.

4.2 Burlington Fire Department – Lateral Hiring – Fire

Deputy Chief of Administration Petit said that this item is supported by the Fire Department administration as well as the Burlington Fire Fighter’s Association. He said that they would like to incentivize and recruit lateral hiring to the department of employees who are

experienced firefighter EMTs, who have worked jobs in similar environments. He said that this would allow for better recruitment and retention, as well as reduce the amount of time spent training new employees before they are allowed to be active. He said that the current Recruit Academy training is 22 weeks, and they are proposing reducing that for this type of lateral hire to between 4 and 6 weeks. He said that they would also offer incentives to current employees who would have qualified for this benefit, by offering them free years of credit toward step increases and length of service requirements for promotional opportunities.

Councilor Barlow asked if there is a current lateral hire process in place. Deputy Chief of Administration Petit replied that there is currently no lateral hiring process and that any newly-hired firefighter EMT hired would need to start over completely in terms of length of service, beginning at a probationary step in salary, and would not have an incentive to be hired into those conditions.

Councilor Kane asked why incentives are being offered to current employees. Deputy Chief of Administration Petit replied that offering incentives to current employees who may have been newly hired but not eligible for the lateral hiring incentives absent this new policy is equitable and a way to ensure that employee satisfaction and retention are maintained into the future.

Councilor Carpenter asked about the proposal for lateral hires to cap at step 6 when they are hired, and Deputy Chief of Administration Petit replied that this is to ensure that new hires aren't at higher step and pay grade than supervisors. Councilor Carpenter said that accruals should also be taken into consideration in this policy, as that could be a dealbreaker for some lateral hires, and Deputy Chief of Administration Petit agreed that this is a point worth taking into consideration if this policy moves forward, in terms of future contract negotiations with the union.

MOTION by Councilor Barlow, SECOND by Councilor Carpenter, 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 firefighters/EMTs through a lateral hiring process, subject to the final review and approval of the City Attorney's Office.

VOTING: unanimous; motion carries.

4.3 Champlain Parkway Project Final Construction Contract – Award Authorization – DPW

Senior Public Works Engineer Mims said that this item seeks approval to award a final construction contract for the Champlain Parkway Project. He said that this is for the final phase of the project, and would entail finishing the Pine Street work and conducting improvements along that roadway, and redeveloping the section of roadway and ramps that connect to I-189. He said that they received 4 bids for this project, and that they came in below what was estimated for the engineering assessment of the contract. He said that the lowest bid came in at \$14.4 million.

Councilor Barlow asked about efforts to mitigate the projected 9% increase in traffic that would result from this project, and asked about efforts to address concerns about the sequencing of this project with the Railyard Enterprise Project. Senior Public Works Engineer Mims replied that the 9% projected increase in traffic is based on the assumption of further redevelopment of the South End, which has not been seen at that assumed level. He said that once the project is completed, an immediate increase of 9% in traffic won't occur until some of that redevelopment occurs. He spoke about efforts in synchronization to better time traffic flow to mitigate some of those impacts to traffic, as well as improvements to safety around crosswalks and potential improvements to adjacent streets. He spoke about the Railyard Enterprise Project passing the milestone of receiving an Environmental Assessment, but said that now they are in the right-of-way acquisition phase, which is more difficult to predict in terms of timeline.

Councilor Kane asked about the potential for waiting to award the contract until other parts of the Railyard Enterprise Project move forward. Senior Public Works Engineer Mims replied that if they do not award the contract, the bids will likely not be held at their current pricing and may be resubmitted with higher pricetags. He also noted that there is dedicated funding for the Champlain Parkway project from federal and state partners that would be put at risk if the project is postponed from its current timeline. Director Spencer added that the City's relationship with state and federal partners is crucial for myriad other large projects in the City at this time. He said that he will support robust monitoring of this project to ensure that there are no unintended consequences and that the Railyard Enterprise Project remains a priority for the City.

Councilor Carpenter asked how the Champlain Parkway specifically will increase traffic on Pine Street, and Director Spencer replied that creating another connection to the interstate will create a pathway for vehicles outside of the City to enter it onto Pine Street, which is projected to modestly increase traffic (along with development in the South End).

MOTION by Councilor Barlow, SECOND by Councilor Carpenter, 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.

VOTING: unanimous; motion carries.

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

Chief Administrative Officer Schad said that there are two grants that require acceptance under this item related to restoration projects at the Fletcher Free Library. She said that one is from the National Parks' Save America's Treasures Program for \$500,000 and the other is from the State of Vermont's Historic Preservation Grant Program for \$20,000. She said that both grants have local match (\$500,000 and \$20,000, respectively). She noted that it is generally difficult to find grant funding for renovating historic buildings.

MOTION by Councilor Carpenter, SECOND by Councilor Barlow, to 1. Approve and recommend that the City Council approve and authorize 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 and ACCD for a total of \$540,000. These funds are to be added to previously-accepted NEH grant and matching funds requests 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; and 2. Approve and recommend that the City Council approve and 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 support the proposed Fletcher Free Library's project budget for FY25 subject to final review and approval by the City Attorney's Office.

VOTING: unanimous; motion carries.

4.5 Authorization for Award and Execute the Construction Contract for Bridge Rail Repair – DPW

Public Works Engineer Suender said that this item relates to bridge guardrail repair for two bridges in the City (the Queen City Park Road bridge and the VT Route 127 Bridge), which have both sustained damage over time from vehicle crashes and general wear and tear. She noted that VTrans notified the City that the Route 127 bridge was in need of repair after an inspection in 2022, and the City obtained construction bids to repair that bridge and the Queen City Park Road bridge (which the City knew was also in need of repair). She noted that the successful bidder was Engineers Construction Inc., and that the construction contract is budgeted at \$502,467 (including 10% contingency).

MOTION by Councilor Carpenter, SECOND by Councilor Barlow, 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.

VOTING: unanimous; motion carries.

4.6 Fleet Telematics – DPW

Division Director Perry began by explaining that telematics are devices that can be installed in City fleet vehicles (trucks, tractors, backhoes, bucket loaders, etc) and equipped with GPS tracking and on-board vehicle diagnostics, to record and transmit real-time information about vehicles' locations, speeds, and maintenance servicing data. He said that it will help the City track the health of its fleet vehicles and could help right-size the fleet by identifying underutilized vehicles. He said that it will also help with tracking snow removal in winter, as the data could be leveraged to track which streets have been plowed or salted after a snowstorm.

MOTION by Councilor Barlow, SECOND by Councilor Carpenter, to approve and recommend that the 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 Samsara's 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.

VOTING: unanimous; motion carries.

4.7 Authorization to Sign a Contract for Body – Worn Cameras, Conducted Electrical Weapon, and Storage for BWC Footage with Axon Enterprises, Inc. – Police

Burlington Police Department (BPD) Executive Manager Trammell said that this relates to contracting for body-worn cameras (BWCs), conducted-electrical weapons (tasers), and unlimited BWC footage storage. She noted that the City is currently significantly over its limit for storage of camera footage, and that a statewide body camera footage storage policy has escalated the need for additional storage. She noted that the BPD's current supply of tasers is at the end of its useful life, and its current equipment is out of warranty and no longer supported by the vendor. She said that this would be for a contract over a five-year period of \$1,393,969.92 (or \$278,810.29 per year). She noted that in addition to the tasers, new NWCs, and unlimited data storage, the contractor is supplying the City with software support solutions (safety trainings) and is applying a credit to a renegotiated contract for monies paid by the City under the prior contract.

Councilor Carpenter asked about how other agencies are complying with data storage requirements and whether the City has explored storing footage itself. Executive Manager Trammell replied that not all agencies use BWCs and don't need storage, and said that she has committed to the Mayor's Office that she would look into the feasibility of storing footage at the City, but noted that it could be more difficult to do so

than to contract the storage out to a vendor. Chief Administrative Officer Schad added that once this contract is signed, staff will be looking into how other municipalities in Chittenden County are storing their footage, as well as seeking any technical assistance from VLCT.

MOTION by Councilor Barlow, SECOND by Councilor Carpenter, 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 Enterprises, 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 Axom Enterprises, Inc. not to exceed \$1,393,969.92 over a 5-year term, subject to review by the City Attorney's Office.

VOTING: unanimous; motion carries.

4.8 BSD Lease at Miller Community Recreation Center – BPRW

Director Wight began by noting that the Sara Holbrooke Center has been leasing the space at the Miller Center since it was converted for use as a recreation center, and that the Sara Holbrooke Center has had financial challenges recently, making it difficult for it to continue programming, and that it ceased to operate programming as of July 31, 2024. She noted the need for a teen center in the New North End community and that the Burlington School District (BSD) agreed to operate the center for the 2024-2025 school year. She said while BSD has some grant funding for teen programs, that funding doesn't include rent, and the Administration has agreed to lease the center to BSD with no rent, and they are seeking approval for this from the Board of Finance and City Council. She added that BSD has committed to seek funding to cover the lease in future years. She noted that the City's only cost here would be for rent and utilities and that the cost of programming is shouldered by BSD.

Councilor Barlow asked if there are any issues in a legal context with the City giving up the rent for this space to BSD (given strict State requirements about City and school district finances remaining separate). City Attorney McNeil replied that this situation legitimately falls within school functions, such that it would not be regarded as a municipal subsidy in violation of statute.

MOTION by Councilor Barlow, SECOND by Councilor Carpenter, 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 2024-2025 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.

VOTING: unanimous; motion carries.

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

General Manager Springer began by presenting information on the issuance of a potential revenue bond for BED. He noted that the Electric Commission considered this at a special meeting last week and voted unanimously to recommend this to the Board of Finance and City Council. BED Chief Financial Officer Stebbins-Wheelock began by noting the revenue bond issuing authority for BED in the City, noting that bond issuance requires voter approval from Burlingtonians, that bonds are payable solely from BED rates and revenues, not the City's General Fund or property taxes, and that BED bonds are solely an obligation of BED, not of the City. She noted that BED has issued revenue bonds several times since 1981, such as to fund the construction of the McNeil Plant, to fund the smart grid infrastructure, and for the initial Net Zero Energy bond of \$20 million. General Manager Springer noted that this bond would build on that prior Net Zero Energy revenue bond.

Chief Financial Officer Stebbins-Wheelock spoke briefly about historic underinvesting in capital expenses to account for depreciation, despite budgeting for capital investments. General Manager Springer then provided details of proposed investments with the proposed new Net Zero Energy and Grid Reliability bond. He noted that it would continue grid upgrades to increase capacity to add more electric vehicles, heat pumps, and geothermal systems, complete technology systems upgrades, invest in renewable plants, support the City's EV fleet conversion, and invest in 88 new public EV charging stations (including 38 fast chargers). He said that the bond would carry the City through 2029 in terms of investments. Chief Financial Officer Stebbins-Wheelock spoke briefly about debt service on the existing BED revenue bond and a potential debt service schedule for the proposed bond. General Manager Springer noted that the proposed bond would reduce near-term rate pressure to reach 120 days cash on hand, comparing the projected FY26 rate pressure without the revenue bond as needing a 12.8% rate increase, and with the revenue bond as a 2.0% increase.

Councilor Carpenter encouraged BED to develop talking points for the public to understand the pros and cons of this potential bond. General Manager Springer replied that they will be producing summary materials and Q&A documents to explain this proposal to the public. He noted that this is a climate action bond and is a mechanism to make these investments in a way that puts that least pressure on rates.

Councilor Barlow spoke about the rate pressure comparison slide, and asked if the rate pressure is due to the revenue bond or whether it is overall rate pressure absent the revenue bond. General Manager Springer replied that the difference between the two is the upward pressure of still funding capital without the bond, and that the 2% assumes all relevant debt service and issuance costs. Councilor Barlow asked about the difference between the General Obligation bonding the City can authorize for BED expenditure versus this revenue bond, and General Manager Springer replied that the GO bonding is an obligation of the City, whereas this revenue bond would be an obligation of the ratepayers.

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

VOTING: unanimous; motion carries.

City Attorney McNeil spoke about the passing of Bill Keogh, who has served the City in some capacity since the 1960s. A moment of silence was held.

5.0 ADJOURNMENT

5.1 Motion to Adjourn

With no further business and without objection the meeting was adjourned at 7:24 PM.

RScty: AACoonrad



To: Board of Finance and City Council

From: Cindi Wight, Director of Parks, Recreation & Waterfront

CC: Orieta Glozheni, Human Resources Manager, Kim Bleakley, Central Facilities Manager and Deryk Roach, Parks and Central Facilities Superintendent

Date: September 9, 2024

Re: Classification of a Part-Time Custodian in the Department of Parks, Recreation and Waterfront

Executive Summary:

Burlington Parks, Recreation & Waterfront ("BPRW") is requesting the classification of a Part-time Custodian.

Background:

In 2019, the part-time custodian who performed custodial duties at the police station and 200 Church retired and the City hired a temporary custodian to cover the police station shift on weekends. When we filled the part-time position in 2020, the growing custodial needs in City buildings shifted the responsibilities of the part-time custodian and the temporary custodian remained covering the weekend hours at the police station.

After five years of a temporary worker filling the hours at the police station, it is evident this is no longer a temporary but a regular need. The regular hours are ten hours per week, and we budgeted an average of fifteen hours per week, for when we need a substitute in other buildings when custodians are on vacation.



Financial Impact:

Position	Current Grade/Step	Current hourly wage	Proposed Grade	Proposed hourly wage
Custodian I - PT	n/a	\$19.15	Grade 9 step 1-7	\$20.52 - \$22.83

The total impact of this change is up to \$18,000 and we have these funds in our budget in the temporary/seasonal line and will shift them to a limited part-time salary line. There are no changes to the job description, or the number of hours already being covered.

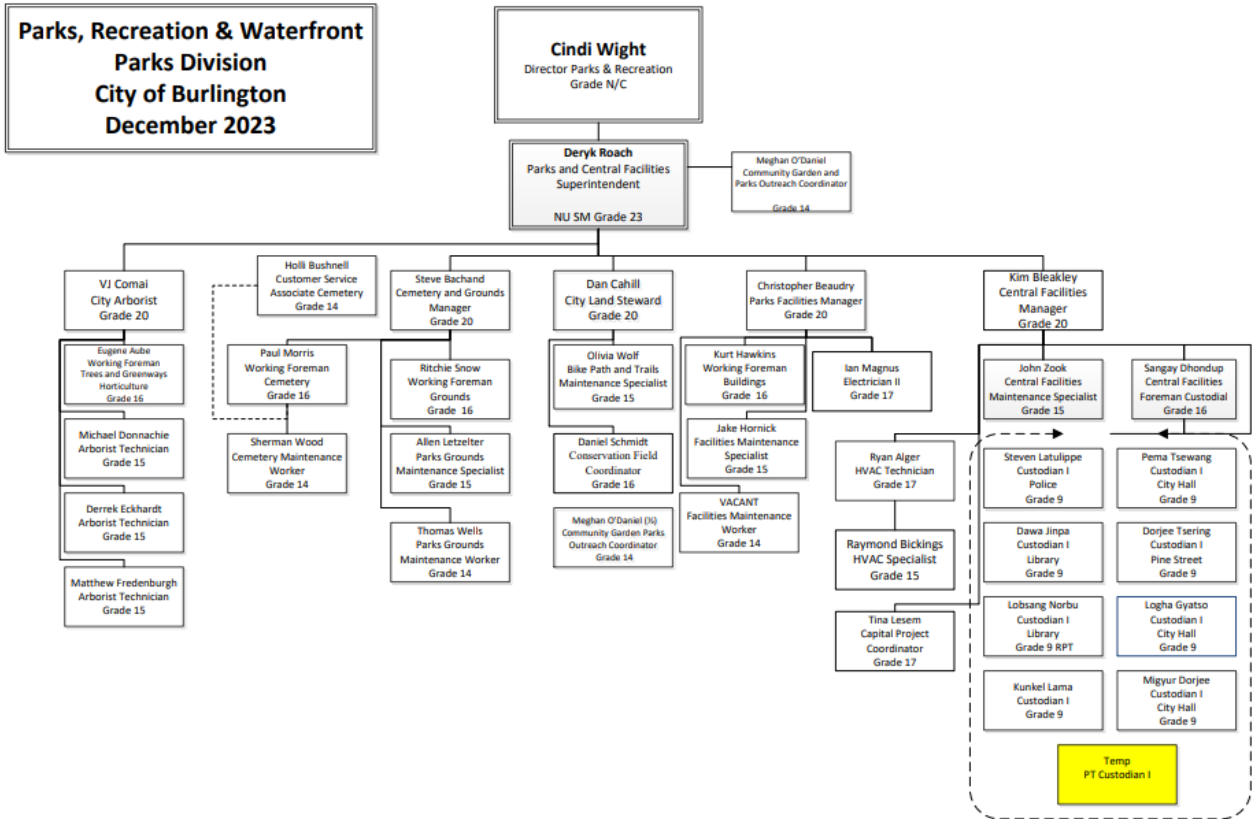
Motions:

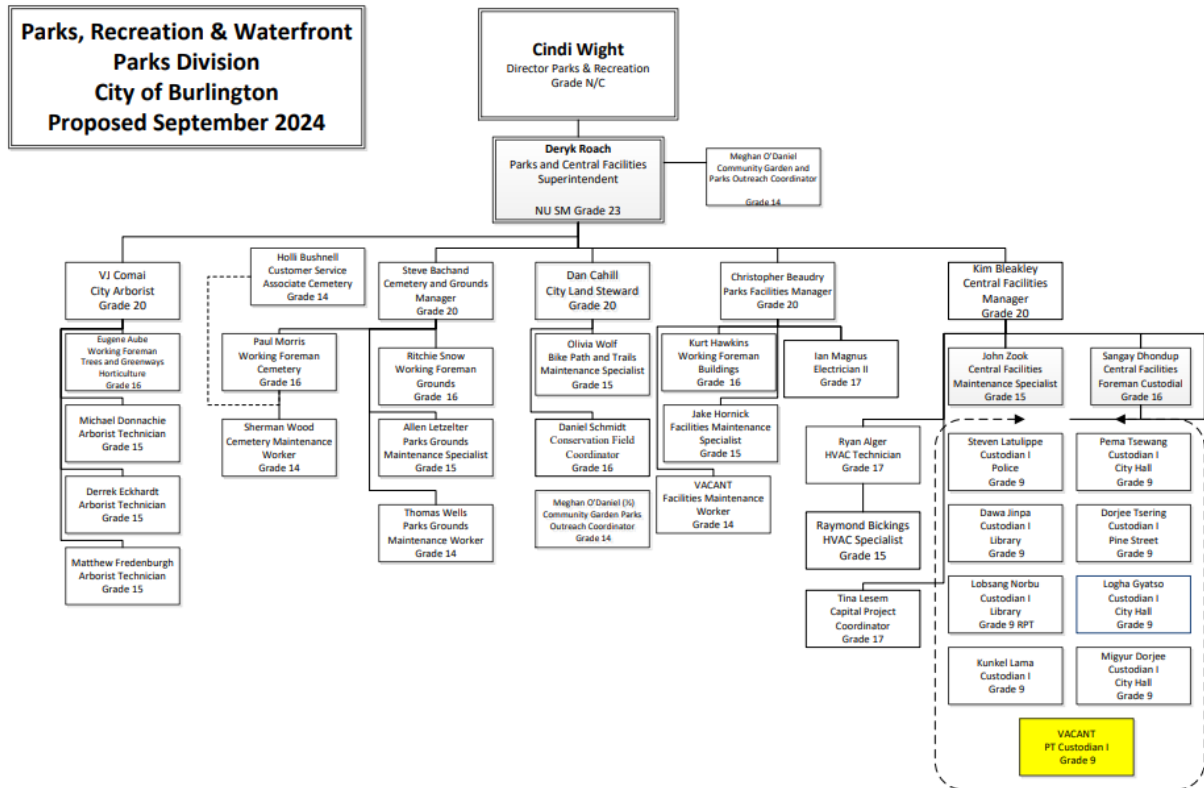
Board of Finance Motion

To approve and recommend that the City Council authorize the creation and classification of the Custodian I- Facilities position, a regular, limited part-time, non-exempt, Grade 9 position in the Department of Parks, Recreation & Waterfront.

City Council Motion

To approve and authorize the creation and classification of the Custodian I-Facilities, a regular, limited part-time, non-exempt, Grade 9 position in the Department of Parks, Recreation & Waterfront.





City of Burlington Job Description

Position Title: Custodian I - Facilities

Department: Parks, Recreation and Waterfront

Reports to: Central Facilities Foreperson

Pay Grade: 9

Job Code:

438

Exempt/Non-Exempt: Non-Exempt

Union: AFSCME

General Purpose: This position provides general and recurring indoor and outdoor custodial work, at times using mechanical equipment. Also performs routine maintenance, building



security, and event set-up/take-down duties for City Hall, the Firehouse Gallery and other municipal buildings.

Essential Job Functions: (This section outlines the fundamental job functions that must be performed in 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 the position.

- Ensure building security by vacating building occupants, securing windows and doors, and reporting unusual events to supervisor.
- Perform safety inspections as required.
- Sweep, vacuum and mop floors throughout all buildings. Carpet cleaning as needed.
- Set up furniture for meetings and events at facilities as directed.
- Operate mechanical and manual equipment to strip, wash, wax and buff floors.
- Wash windows, walls, fixtures, doors, and woodwork. Polish the furniture, mirrors and chrome hardware.
- Empty and clean trash containers; prepare trash, recycling and compost for removal from property interior and exterior by outside garbage contractors.
- Clean and sanitize kitchen and bathroom sinks and toilets.
- Clean and unplug drains.
- Clean and replenish supplies of all dispensers in rest rooms.
- Sweep, clean and remove trash from outdoor walkways, driveways and facility grounds.
- Remove snow and ice from walkways using manual and mechanical equipment.
- Wash, prepare for painting and paint walls and woodwork as directed.
- Interact favorably with the general public at all times.

Non-Essential Job Functions:

- Perform other duties as required.

Qualifications/Basic Job Requirements:

- High School Diploma or equivalent and one (1) year previous experience in custodial or janitorial field working without close supervision required.
- Ability to follow written and verbal instructions.
- Ability to communicate clearly with employees and the public.
- Ability to be entrusted with keys to City buildings, officers, facilities, and tools and equipment.
- Possess and maintain valid state driver’s license.



- Ability to work in various weather conditions required.
- Ability to work with chemicals and solvents associated with cleaning and maintenance and be familiar with safety data sheets (SDS) required.
- Experience operating mechanical and manual equipment to strip, wash, wax and buff floors preferred.
- Ability to operate hand tools, power tools and various equipment required.
- Ability to work weekends, nights and holidays.
- 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.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.

Physical & Mental/Reasoning Requirements; Work Environment:

x	seeing	x	ability to move distances within warehouses and offices
	color perception (red, green, amber)	x	lifting (specify 50 pounds)
x	hearing/listening	x	carrying (specify 50 pounds)
x	clear speech	x	climbing
x	touching	x	driving
x	dexterity x hand x finger		ability to mount and dismount forklift
x	reading – basic	x	pushing/pulling
	reading – complex		shift work
x	math skills – basic	x	moving objects
	math skills – complex		pressurized equipment
x	writing – basic	x	extreme heat
	writing – complex	x	extreme cold
x	analysis/comprehension	x	high places
x	judgment/decision making		noise
	clerical	x	fumes/odors
x	inside	x	dirt/dust
x	outside	x	hazardous materials
x	works alone	x	electrical equipment
x	works with others	x	mechanical equipment



x	face-to-face contact		
x	verbal contact w/others		

The above statements are intended to describe the general nature and level of work being performed by employees to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties and/or skills required of all personnel so classified.

Supervision:

Directly Supervises: 0

Indirectly Supervises: 0

Disclaimer:

The above statements are intended to describe the general nature and level of work being performed by employees to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties and/or skills required of all personnel so classified.

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

This position description is provided to AFSCME for information only. The City has no obligation to negotiate with AFSCME regarding changes in position descriptions. The City's provision of revised position descriptions is in no way an admission of any obligation to negotiate or voluntary commitment to negotiate changes in position descriptions.

August 9, 2007(revised 08/17/07) (revised 12/30/14). Revised September 2017. Revised July 2019, July 2022; March 2024

Board of Finance and City Council Submission Checklist

Department: BPRW Submitter: Cindi Wight

Title/Subject: PT custodian

	Approval:	Meeting Date:
☐	Board of Finance	
☐	City Council	
☒	Concurrent	9/9/24

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	8/19/24	Cindi Wight
Mayor's Office informed and approved memo	Yes	8/26/24	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.	
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	8/22/24	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	8/23/24	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Yes	8/21/2024	Orieta Glozheni
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.



To: Board of Finance, City Council
From: Mary Danko, Library Director
Date: September 9, 2024
Re: Fletcher Free Library Security Guard Contract – 6 months

1. PURPOSE

This memo seeks approval to continue the contract for the Fletcher Free Library's (FFL) security services with Chocolate Thunder for 6 months of FY25.

2. BACKGROUND

The library has engaged contracted security services for approximately the past 13 years. Security services ensure the safety of staff, volunteers, and our community members using the library. Security services cover all of the open hours of the library. The library is a busy public space serving the needs of all members of the community.

Considerable efforts have been made over the past few years to work with security provider, Chocolate Thunder, in de-escalation skills and in promoting partnerships with various social service agencies throughout our community to serve our patrons.

The Library is committed to ensuring that it is a welcoming place for everyone. This includes ensuring everyone follows our library ordinance. The Library writes trespasses when necessary. Trespasses may be worked through using Restorative Justice or may be appealed. Appeals go to the Library Director and if there is still no consensus, the appeal may then go to the library commission. Our goal is to have everyone be able to use the library safely and comfortably. Ensuring that it is welcoming for everyone entails ensuring that all rules are followed. The library staff and security do this with kindness, thoughtfulness, and compassion.

It should also be noted that the library has restarted their Community Partners desk, which was paused during the pandemic. Various agencies are scheduled at our Community Partners table in our main reading room. This helps to build relationships with patrons who may be in need of services. Examples of our partners are Age Well, Veterans Outreach, Turning Point, and Spectrum. We are always working to help our patrons who are experiencing challenging issues.

The Board of Finance approved a Security Contract with Chocolate Thunder for the past 5 years. The current contract ended on XXX and after discussions with the Chief Administrative Officer this procurement was eligible for a sole source procurement due to the health and safety risks involved in recompeting the scope of work.

This year, there are a few changes in the proposed contract. The changes include a modest increase in the hourly rate, that is still reasonable and at the market rate. The proposed contract will be for 6 months as requested by Chocolate Thunder. There will also be 2 Security Guards at the Library for the majority of the weekend hours (Saturday * Sunday) to provide more coverage than we have in the past when only 1 Security Guard was provided. Chocolate Thunder has been a quality vendor in providing excellent security services to the Library.



Security staff work with Library Staff, Howard Street Outreach, & the Burlington Police Department when needed to ensure that the Library is accessible and suitable for everyone.

4. FUNDING SOURCES, BUDGET & ESTIMATE

This dedicated line amount was approved through the Fletcher Free Library's FY25 City of Burlington Mayor's Recommended Budget/City Council budgeting process for Operating budget line 6500_103.

Chocolate Thunder's hourly rate is \$50.00 per hour with an additional security guard at a rate of \$47.50. This will total approximately \$ 92,700 for the first 6 months of Fiscal Year. We are requesting another \$6,000 in contingency for this contract in case of extenuating circumstances that necessitate more security hours.

The Library received Sole Source approval from CAO Katherine Schad as there is almost no capacity in the security community in Burlington to take on new clients. We cannot risk the safety of our employees and constituents by losing our relationship with our existing provider.

5. DEPARTMENT RECOMMENDATIONS & MOTIONS

Board of Finance:

"To approve and recommend that the City Council approve the execution of a Contract Agreement and any related documents needed to carry out said contract with Chocolate Thunder, LLC, for a 6 month contract of security guard services for the Fletcher Free Library at a rate of \$50.00 per hour for the first security guard, and \$47.50 per hour for the second security guard in an amount up to \$93,000 with a contingency of \$6,000.00 for a total maximum limiting amount of \$99,000.00, upon final review and approval of the City Attorney's Office."

City Council:

To authorize Mary Danko, Director of the Fletcher Free Library, to execute a Contract Agreement and any related documents needed to carry out said contract with Chocolate Thunder, LLC for a 6 month contract of security guard services for the Fletcher Free Library at a rate of \$50.00 per hour for the first security guard, and \$47.50 per hour for the second security guard in an amount up to \$93,000 with a contingency of \$6,000.00 for a total maximum limiting amount of \$99,000.00, subject to final review and approval of the City Attorney's Office.

CITY OF BURLINGTON CONSULTANT CONTRACT

This Consultant Contract (“Contract”) is entered into by and between the City of Burlington, Vermont (“the City”), and [Chocolat Thunder LLC] (“Consultant”), a Vermont corporation located at [1 Mill Street Suite RLB, Burlington VT 05401].

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

1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

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

2. RECITALS

- A. **Authority.** Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party’s obligations have been duly authorized.
- B. **Consideration.** The Parties acknowledge that the mutual promises and

covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.

c. **Purpose.** The City seeks to employ the Consultant to provide security services for the Fletcher Free Library.

3. EFFECTIVE DATE & TERM

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

B. **Term.** This Contract and the Parties' respective performance shall commence on the Effective Date and expire on conclusion of 6 months or upon the satisfaction of the City, unless sooner terminated as provided herein.

4. SCOPE OF WORK

The Fletcher Free Library is a 48,000 square foot facility with 4 floors and outdoor grounds. The scope of work includes that the contractor will assist the Library staff in maintaining an orderly atmosphere conducive to library study and enjoyment, and to also provide protection for library users, staff, materials, furniture, equipment, and premises. All public areas of the library, inside and outside, are to be patrolled and its security cameras are to be monitored.

The contractor will

- Maintain a friendly professional presence;
- Maintain an orderly atmosphere conducive to library use and enjoyment
- Enforcing the Library rules specified in Burlington Code of Ordinances §§ 21- 27 and 21-43 and serve Notices of Prohibited Behaviors and Trespass against library users who violate these rules, with assistance of staff as needed

(see <https://www.codepublishing.com/VT/Burlington/>)

- Deal with disruptive, offensive, or inappropriate behavior in a respectful and

appropriate manner

- Refer instances of unattended or under-attended children to youth librarian/s
- Ensure that trespassed persons leave the building and property
- Work and communicate with library staff, police and other public safety personnel to serve and maintain trespasses
- Lead or assist in emergency situations as needed
- Safeguard library staff, customers, and property
- Patrol interior of building and exterior grounds with a focus on problem areas
- Participate in closing, vacating and securing library facility
- Maintain daily general record and statistical logs
- Check the restrooms for vandalism or inappropriate activities
- Write trespasses as needed
- Record incident and non-incident documentation as needed
- Put out & put away tables and chairs when weather appropriate

5. Scheduling

An additional guard will be scheduled for 14 hours a week. Schedule to be determined.

A. Both parties will maintain a cooperative working relationship that allows for dynamic feedback and response to concerns or issues pertaining to the security of the facility, its staff, guards, and guests. This will include periodic reviews with the Library Director or her or his designee. Please note that no part of the contract may be subcontracted.

B. The Library is open on all days except the following holidays: January 1, MLK Day, President's Day, Memorial Day, Juneteenth, July 4, Bennington Battle Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving, December 25. The days the Library is closed, including for holidays, may vary and are subject to change. Security may be

requested on those days on an as- needed basis. The hourly rate for working on the holiday will be \$63.75. The Library may be open on Town Meeting Day and this is not considered a holiday for this contract.

C. All work must be performed in accordance with applicable rules, regulations, codes, and ordinances of local, state, and federal authorities, including the City of Burlington's Livable Wage Ordinance. Any changes to the current library rules, regulations, and operational protocols pertaining to the contractor's responsibilities will be clearly communicated to the contractor and receive the contractor's approval, prior to contractor or their staff being responsible for carrying out or upholding any new or additional rule, regulation, or protocol.

D. Maximum Limiting Amount. The total amount that may be paid to the Consultant for all services and expenses under this Contract shall not exceed the maximum limiting amount of \$_____92,690.00_____. The City shall not be liable to Consultant for any amount exceeding the maximum limiting amount without duly authorized written approval.

E. Invoice. Consultant shall submit one copy of each invoice, including rates and a detailed daily breakdown. The City reserves the right to request supplemental information prior to payment. Consultant shall not be entitled to payment under this Contract without providing sufficient backup documentation satisfactory to the City.

F. The Contractor will act in an independent capacity and not as officers or employees of the Municipality. The Contractor shall indemnify, defend and hold harmless the Municipality and its officers and employees from liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the Contractor's acts and/or omissions in the performance of this contract.

G. The Municipality is responsible for its own actions. The Contractor is not obligated to indemnify the Municipality or its officers, agents and employees for any liability of the Municipality, its officers, agents and employees attributable to its, or their

own, negligent acts, errors or omissions.

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

I. Both parties reserves the right to terminate this agreement at will, without any prior cause or reason, by providing the other party with a written notice of termination. The notice period for termination shall be 60 days from the date of receipt of the termination notice by the Security Company.

5. **PAYMENT FOR SERVICES**

A. **Amount.** The City shall pay the Consultant \$50.00 per hour for first guard, \$47.50 per hour for each additional guard.

B. The City shall provide (1) one parking space for Consultant, in the library parking lot after 4PM on weekdays and when the library is open on Saturdays and Sundays.

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

C. **Payment Schedule.** The City shall pay the Consultant the hourly rate worked and billed by invoice on a monthly basis. The City seeks to make payment within 15 days of receipt of an invoice and any backup documentation requested.

D. **Maximum Limiting Amount.** The total amount that may be paid to the

Consultant for all services and expenses under this Contract shall not exceed the maximum limiting amount of \$[92,690.00]. The City shall not be liable to Consultant for any amount exceeding the maximum limiting amount without duly authorized written approval.

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

Cindy Carey (ccarey@burlingtonvt.gov) 802.540.2581

Fletcher Free Library

235 College St.

Burlington, VT 05401

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

6. SECTION & ATTACHMENT HEADINGS

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

7. CONTRACT DOCUMENTS & ORDER OF PRECEDENT

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

The following documents constitute the Contract Documents:

Attachment C: Burlington Standard Contract Conditions for Consultants

Attachment D: Burlington Livable Wage Ordinance Certification Attachment

E: Burlington Outsourcing Ordinance Certification Attachment F: Burlington Union Deterrence Ordinance Certification Attachment G: Consultant's Certificate of Insurance

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

— Signatures follow on the next page —

SIGNATURE

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

Consultant
Chocolate Thunder Security

By: _____

Date: _____

City of Burlington
Fletcher Free Library

By: _____
Mary Danko, Library Director

Date: _____

**ATTACHMENT C:
BURLINGTON STANDARD CONTRACT CONDITIONS FOR
CONSTRUCTION CONTRACTORS**

1. **REGISTRATION:** The Contractor agrees to be registered with the Vermont Secretary of State's office as a business entity doing business in the State of Vermont at all times this contract is effective. This registration must be complete prior to contract execution.

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

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

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

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

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

Coverage limits shall not be less than:

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

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

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

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

D. Umbrella Liability:

1. \$1,000,000 Each Event Limit

\$1,000,000 General Aggregate Limit

3. **CONFLICT OF INTEREST:** The Contractor shall disclose in writing to the City any actual or potential conflicts of interest or any appearance of a conflict of interest by the Contractor, its employees or agents, or its subcontractors, if any.

4. **PERSONNEL REQUIREMENTS AND CONDITIONS:** A Contractor shall employ only qualified personnel with responsible authority to supervise the work. The City shall have the right to approve or disapprove key personnel assigned to administer activities related to the Contract.

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

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

2. Any City employees so involved within two (2) years of termination of employment with the City.

3. Additionally, except with the approval of the Contractor, during the life of the Contract, the City shall not employ any employees of the Contractor within one year of termination of employment with the Contractor.

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

The City reserves the right to require removal of any person employed by a Contractor from work related to the Contract, for misconduct, incompetence, or negligence, in the opinion of the City, in the due and proper performance of Contractor's duties, or who neglects or refuses to comply with the requirements of the Contract.

5. **PERFORMANCE:** Contractor warrants that performance of Work will conform to the requirements of this Contract. Contractor shall use that degree of ordinary care and reasonable diligence that an experienced and qualified provider of similar services would use acting in like circumstances and experience in such matters and in accordance with the standards, practices and procedures established by Contractor for its own business.

6. **RESPONSIBILITY FOR SUPERVISION:** The Contractor shall assume primary responsibility for general supervision of Contractor employees and any subcontractors for all work performed under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions, and contents of work performed under the Contract. The Contractor shall be responsible to the City for all acts or omissions of its subcontractors and any other person performing work under this Contract.

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

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

8. **UTILITIES & ACCESS:** Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by any proposed construction, the Contractor will counsel with the City and will enter into any necessary contacts and discussions with the affected owners regarding any requirement necessary for revisions of facilities or existing installations, both above and below ground. Any such installations must be completely and accurately exhibited on any detail sheets or plans. The Contractor shall inform the City, in writing, of any such contacts and the

City shall provide the land and/or construction easements for the land upon which the Work under this Contract is to be done, and will, so far as is convenient, permit the Contractor to use as much of the land as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide at the Contractor's cost and expense any additional land required.

9. PROTECTION OF PROPERTY:

A. In General: Contractor shall avoid damage, as a result of its operations, to trees, plant life, existing sidewalks, curbs, streets, alleys, pavements, utilities, adjoining property, the work of other contractors, and the property of the City and others. Contractor shall, at its own expense, repair any damage to any property caused by Contractor's operations.

B. Underpinning and Shoring: Contractor shall become familiar with the requirements of local and state laws applicable to underpinning, shoring and other work affecting adjoining property, and wherever required by law Contractor shall shore up, brace, underpin, secure and protect as may be necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected in any way by the excavations or other operations connected with the work to be performed under this Contract.

C. Damage to Utilities: Contractor shall be responsible for all damage to any utility equipment or structures caused by its acts or omissions to act, whether negligent or otherwise, and shall leave the utility equipment or structures in as good condition as they were in prior to the commencement of operations under this contract. However, any utility equipment or structures damaged as a result of any act, or omission to act, of the contractor may, at the option of the city department, utility company, or other party owning or operating the utility equipment or structures damaged, be repaired by the city department, utility company, or other party, and in that event, the cost of repairs shall be borne by Contractor.

10. PUBLIC RELATIONS: Throughout the performance of the Contract, the Contractor will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Contractor shall conduct themselves with propriety. The Contractor agrees to inform property owners and/or

tenants, in a timely manner, if there is need for entering upon private property as an agent of the City, in accordance with 19 V.S.A. § 35 and §.503, to accomplish the work under the Contract. The Contractor agrees that any work will be done with minimum damage to the property and disturbance to the owner. Upon request of the Contractor, the City shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the Contractor is acting as an agent of the City.

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

12. APPEARANCES:

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

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

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

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

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

shall not be limited by the terms included above in Section 5.C.

13. RESPONSIBILITY OF COST: The Contractor shall furnish and pay the cost, including taxes (except tax-exempt entities) and all applicable fees, of all the necessary materials and shall furnish and pay for full time on-site superintendence during any construction activity, labor, tools, equipment, and transportation. The Contractor shall perform all the Work required for the construction of all items listed and itemized under Attachment A (Request for Proposals) and Attachment B (Contractor's Response to Request for Proposals) and in strict accordance with the Contract Documents and any amendments thereto and any approved supplemental plans and specifications. The Contractor agrees to pay all claims for labor, materials, services and supplies and agrees to allow no such charge, including no mechanic's lien, to be fixed on the property of the City.

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

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

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

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

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

15. DUTY TO INFORM CITY OF CONTRACT DOCUMENT ERRORS:

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

16. NON-APPROPRIATION: The obligations of the City under this Contract are subject to annual appropriation by the Burlington City Council. If no funds or insufficient funds are appropriated or budgeted to support continuation of payments due under this Contract, the Contract shall terminate automatically on the first day of the fiscal year for which funds have not been appropriated. The Parties understand and agree that the obligations of the City to make payments under this Contract shall constitute a current expense of the City and shall not be construed to be a debt or a pledge of the credit of the City. The decision whether or not to budget and appropriate funds during each fiscal year of the City is within the discretion of the Mayor and City Council of the City. The City shall deliver written notice to Contractor as soon as practicable of any non-appropriation, and Contractor shall not be entitled to any payment or compensation of any kind for work performed after the City has delivered written notice of non-appropriation.

17. CHANGE ORDERS & AMENDMENTS: No changes or amendments to the Contract shall be effective unless documented in writing and signed by authorized representatives of the City and the Contractor. All changes affecting the Project's construction cost, length of time, or modifications of the terms or conditions of the Contract, must be authorized by means of a written Contract Change Order which is mutually agreed to by the City and Contractor. The Contract Change Order will include extra Work, Work for which quantities have been altered from those shown in the Bid Schedule, as well as decreases or increases in the quantities of installed units from those shown in the Bid Schedule because of final measurements. All changes must be recorded on a Contract Change Order (which form is part of these Contract Documents) and fully executed before they can be included in a partial payment estimate. Changes for Work, quantities, and/or conditions will include any respective time adjustment, if justified. Time adjustments will require an updated Project Schedule with the Change Order.

18. EXTENSION OF TIME: The Contractor agrees to prosecute the work continuously and diligently, and no charges or claims for damages shall be made by the Contractor for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Contract. The Contractor may request an extension of time for such delays or hindrances, if any.

Time extensions may be granted by amendment only for excusable delays, such as delays beyond the control of the Contractor and without the fault or negligence of the Contractor.

The City may suspend the work or any portion thereof for a period of not more than ninety (90) days at its discretion or such further time as agreed by the Contractor. The Contractor will be allowed an extension of contract time directly attributable to any suspension.

19. PUBLIC HEALTH EMERGENCY:

A. Compliance with Mandates and Guidance: The Contractor is advised that public health emergencies—meaning public health emergencies, as declared by the City, the State of Vermont, or the Federal Government—may introduce significant uncertainty into the project. The Contractor must comply with all local, state, federal orders, directives, regulations, guidance, advisories during a public health emergency. Contractor shall adhere to the below provisions and consider public health emergencies as it develops project schedules and advances the Work.

B. Creation of Public Health Emergency Plan: For any work performed on-site at a City location, the Contractor shall create a public health emergency plan acceptable to the City. The Contractor shall be responsible for following this plan and ensuring that the project or site is stable and in a safe and maintainable condition.

a. Public Health Emergency Plan: The Public Health Emergency Plan will contain:

- i. Measures to manage risk and mitigate potential impacts to the health and safety of the public, the City and Contractor's workers;
- ii. Explicit reference to any health and safety performance standards and mandates provided by the City, the State of Vermont, the Federal government, or other

relevant governmental entities;

iii. A schedule for possible updates to the plan as standards and mandates change; and

iv. Means to adjust the schedule and sequence of work should the emergency change in nature or duration.

b. Review and Acceptance of Plan:

i. Contractor must provide the plan to the City by the Effective Date of this Contract or by one (1) week prior to the commencement of on-site activities, whichever is later.

ii. The City shall have sole discretion to require changes to the plan.

iii. The City may revisit the plan at any time to verify compliance with obligations that arise under a state of emergency.

C. Enforcement & Stoppage of Work: Contractor fails to comply with either 1) the approved public health emergency plan, or 2) any local, state, federal orders, directives, regulations, guidance, or advisories during a public health emergency, the City may stop Work under the Contract until such failure is corrected. Such failure to comply shall constitute a breach of the Contract.

Upon stoppage of work, the City may allow Work to resume, at a time determined by the City, under this Contract if such failure to comply is adequately corrected. The City shall have sole discretion in determining if Contractor has adequately corrected its failure to comply with the above.

If Contractor's breach of Contract has not been cured within seven (7) days after notice to stop Work from the City, then City may terminate this Contract, at its discretion.

D. City Liability Relating to Potential Delays: If a public health emergency is declared, the City will not be responsible for any delays related to the sequence of operations or any expenses or losses incurred as a result of any delays. Any delays related to a public health emergency will be excusable, but will not be compensable.

20. **FORCE MAJEURE:** Neither Party to this Contract shall be liable to the other for any failure or delay of performance of any obligation under this Contract to the

extent the failure or delay is caused by acts of God, public health emergencies, epidemics, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not under its control (“Force Majeure”). To assert Force Majeure, the nonperforming party must prove that a) it made all reasonable efforts to remove, eliminate, or minimize the cause of delay or damage, b) diligently pursued performance of its obligations, c) substantially fulfilled all obligations that could be fulfilled, and d) timely notified the other part of the likelihood or actual occurrence of a Force Majeure event. If any such causes for delay are of such magnitude as to prevent the complete performance of the Contract within two (2) years of the originally scheduled completion date, either Party may by written notice request to amend or terminate the Contract. The suspension of any obligations under this section shall not cause the term of this Contract to be extended and shall not affect any rights accrued under this Contract prior to the occurrence of the Force Majeure. The Party giving notice of the Force Majeure shall also give notice of its cessation.

21. PAYMENT FOR EXTRA WORK, ADDITIONAL SERVICES OR CHANGES:

The City may, in writing, require or agree to changes, or additions to or deletions from the originally contemplated scope of work.

The value of such changes, to the extent not reflected in other payments to the Contractor, shall be incorporated in an amendment and be determined by mutual agreement, by one or more of the following:

1. Fixed Price. By a price that is not subject to any adjustment on the basis of the Contractor’s expenses experienced in performing the work. The Contractor is fully responsible for all costs and resulting profit or loss.
2. Rate Schedule. By unit prices designated in the Contract, or by unit prices covered under any subsequent contracts.
3. Actual Cost. By amounts determined on the basis of actual costs incurred, as distinguished from forecasted expenditures.

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

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

22. FAILURE TO COMPLY WITH TIME SCHEDULE: If the City is dissatisfied because of slow progress or incompetence in the performance of the Work in accordance with the schedule for completion of the various aspects of construction, the City shall give the Contractor written notice in which the City shall specify in detail the cause of dissatisfaction. Should the Contractor fail or refuse to remedy the matters complained of within five days after the written notice is received by the Contractor, the City shall have the right to take control of the Work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the City deems advisable. In such events, the City shall be entitled to collect from the Contractor any expenses in completing the Work. In addition, the City may withhold from the amount payable to the Contractor an amount approximately equal to any interest lost or charges incurred by the City for each calendar day that the Contractor is in default after the time of completion stipulated in the Contract Documents.

23. RETURN OF MATERIALS: Contractor agrees that at the expiration or termination of this Contract, it shall return to City all materials provided to it during its engagement on behalf of City.

24. ACCEPTANCE OF FINAL PAYMENT; RELEASE: Contractor's acceptance of the final payment shall be a release in full of all claims against the City or its agents arising out of or by reason of the Work. Any or its sureties from any obligations under the Contract Documents or any performance or payment bond.

25. OWNERSHIP OF THE WORK: The Contractor agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or

collected by the Contractor, hereafter referred to as "instruments of professional service", shall become the property of the City as they are prepared and/or developed in the course of the Contract. The Contractor agrees to allow the City access to all "instruments of professional service" at any time. The Contractor shall not copyright any material originating under the Contract without prior written approval of the City. No publications or publicity of the work, in part or in total, shall be made without the express written agreement of the City, except that Contractor may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.

26. PROPRIETARY RIGHTS: The Parties under the Contract hereby mutually agree that, if patentable discoveries or inventions should result from work performed by the Contractor under the Contract, all rights accruing from such discoveries or inventions shall be the sole property of the Contractor. The Contractor, however, agrees to and does hereby grant to the City an irrevocable, nonexclusive, non-transferable, and royalty-free license to the manufacture, use, and disposition of any discovery or invention that may be developed as a part of the Work under the Contract.

27. PUBLIC RECORDS: The Contractor understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled is solely within the purview of City. The Contractor shall identify all records that it considers to be trade secrets as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act and shall also identify all other records it considers to be exempt under the Act. It is not sufficient to merely state generally that the record is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

28. RECORDS RETENTION AND ACCESS: The Contractor agrees to retain, in its files, and to produce to the City—within the time periods requested—all books, documents, electronic data media (EDM), accounting records, and other records produced or acquired by the Contractor in the performance of this Contract which are related to the City, at any time during this Contract and for a period of at least three (3) years after its completion or termination. In addition, if any audit, claim, or litigation is commenced before the expiration of that three (3) year period, the records shall be retained until all related audits, claims, or litigation are resolved. The Contractor further

agrees that the City shall have access to all the above information for the purpose of review and audit during the Contract period and any time within the aforementioned retention period. Copies of all of the above referenced information shall be provided to the City, if requested, in the format in which the records were obtained, created, or maintained, such that their original use and purpose can be achieved. Contractor, subcontractors, or their representatives performing work related to the Contract, are responsible to ensure that all data and information created or stored on EDM is secure and can be duplicated and used if the EDM mechanism is subjected to power outage, obsolescence, or damage.

29. WARRANTY: In addition to any warranty provided by the manufacturer or distributor, Contractor guarantees the Work performed, and all materials or equipment furnished, to be free from defects in material and workmanship for a minimum period of one (1) year from the date of the City's acceptance of completion. The Contractor's warranty is not intended and shall not be interpreted as a limitation upon the City's rights or a waiver of manufacturer and distributor warranties, any subcontractor warranties, or any other warranties provided in connection with the Work.

Contractor, at its own expense, shall make any repairs, or replacement necessary to correct these defects to the satisfaction of the City.

This warranty of material and workmanship applies only:

1. To the property only as long as it remains in the possession of the City.
2. To the Work that has not been subject to accident, misuse, or abuse by someone other than the Contractor.
3. To the Work that has not been modified, altered, defaced, or had repairs made or attempted by someone other than the Contractor.
4. If the Contractor is immediately notified in writing within ten (10) days of first knowledge of the defect by the City.
5. If the Contractor is given the first opportunity to make any repairs, replacements, or corrections to the defective construction at no cost to the City within a reasonable period of time.

Under no circumstances shall Contractor be liable by virtue of this warranty or otherwise for damage to any person or property whatsoever for any special, indirect, secondary or consequential damages of any nature however arising out of the use or inability to use because of the construction defect.

If the Contractor is unable, after receipt of two (2) written notices given to Contractor by the City, to successfully repair or replace the labor, equipment, or materials within six (6) months of the second notice, then the District's repair and replace warranty shall be deemed to have failed and the City's rights and remedies shall not be limited by the provisions of this section.

30. CONTRACT DISPUTES: In the event of a dispute between the parties to this Contract, each party will continue to perform its obligations unless the Contract is terminated in accordance with these terms.

31. SETTLEMENTS OF MISUNDERSTANDINGS:

To avoid misunderstandings and litigation, it is mutually agreed by all Parties that an independent arbitrator, approved in advance by both parties, shall act as referee on all questions arising under the terms of the Contract and that the decision of the Library Director in such cases shall be binding upon both Parties.

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

A. Termination for Convenience: At any time prior to completion of services specified under the Contract, both parties may terminate the Contract for any reason by submitting written notice via certified or registered mail to the other party, not less than fifteen (15) days prior to the termination date, of its intention to do so.

a. If the termination is for the City's convenience, payment to the Contractor will be made promptly for the amount of any fees earned to the date of the notice of termination and costs of materials obtained in preparation for Work but not yet installed or delivered, less any payments previously made. However, if a notice of termination is given to a Contractor prior to completion of twenty (20) percent of the estimated services, as set forth in the approved Work Schedule and Progress Report, the Contractor will be reimbursed for that portion of any reasonable and necessary expenses incurred to date of the notice of termination that are in excess of the amount

earned under its approved fee to the date of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject to the City's approval. The Contractor shall make no claim for additional compensation against the City by reason of such termination.

b. If the termination is for the Contractor's convenience, Contractor shall continue to provide services, per the terms of this agreement, for (30) thirty business days following Contractor's issuance of their letter of intent to terminate, thus allowing the City to source a new Contractor for the position.

B. Termination for Cause:

i. Breach: Contractor shall be in default if Contractor fails in any manner to fully perform and carry out each and all conditions of this Contract, including, but not limited to, Contractor's failure to begin or to prosecute the Work in a timely manner or to make progress as to endanger performance of this Contract; failure to supply a sufficient number of properly skilled employees or a sufficient quantity of materials of proper quality; failure to perform the Work unsatisfactorily as determined by the City; failure to neglect or refuse to remove materials; or in the event of a breach of warranty with respect to any materials, workmanship, or performance guaranty. Contractor will not be in default for any excusable delays as provided in Sections 18-20.

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

ii. Dishonest Conduct: If Contractor engages in any dishonest conduct related to the performance or administration of this Contract then the City may immediately terminate this contract.

iii. Cover: In the event the City terminates this contract as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services, interest, or other charges the City incurs to cover.

iv. Rights and Remedies Not Exclusive: The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

34. SAFETY REQUIREMENTS: The Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA) and any VOSHA (Vermont OSHA) Safety and Health requirements, including the provision and use of appropriate safety equipment and practices.

The Contractor, and not the City, shall be responsible for the safety, efficiency, and adequacy of Contractor's or its subcontractors' plant, appliances, equipment, vehicles, and methods, and for any damages, which may result from their failure or their improper construction, maintenance or operation.

35. CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY:

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

36. CHILD SUPPORT PAYMENTS: By signing the Contract, the Contractor certifies, as of the date of signing the Contract, that the Contractor (a) is not under an obligation to pay child support; or (b) is under such an obligation and is in good standing with respect to that obligation; or (c) has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan. If the

Contractor is a sole proprietorship, the Contractor's statement applies only to the proprietor. If the Contractor is a partnership, the Contractor's statement applies to all general partners with a permanent residence in Vermont. If the Contractor is a corporation, this provision does not apply.

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

38. INDEMNIFICATION:

A. Indemnification by Contractor: Except for the gross negligence or willful misconduct by the City, or any of its boards, officers, agents, employees, assigns and successors in interest, contractor undertakes and agrees to defend, indemnify and hold harmless the City and any of its boards, officers, agents, employees, assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by Contractor or its subcontractors of any tier.

B. Notice of Claims & City's Right to Participate: If the City, its officers, agents, or employees are notified of any claims asserted against it to which this indemnification provision may apply, the City shall immediately thereafter notify the Contractor in writing that a claim to which the indemnification provision may apply has been filed. Contractor shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The City retains the right to participate, at its own expense, in the defense of any claim, and to approve all proposed settlements of claims to which this provision applies.

C. City's Rights and Remedies: Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Contract and those

allowed under the laws of the United States and the State of Vermont.

D. No Indemnification by City: Under no conditions shall the City be obligated to indemnify the Contractor or any third party, nor shall the City be otherwise liable for expenses or reimbursement including attorney's fees, collection costs, or other costs of the Contractor or any third party.

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

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

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

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

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

terminate the Contract because it determines that the Contractor is unable to satisfactorily execute the Contract.

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

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

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

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

46. CHOICE OF LAW: Vermont law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision rendered null and void by operation of this provision shall not invalidate the remainder of this Contract to the extent capable of execution.

47. JURISDICTION: All suits or actions related to this Contract shall be filed and proceedings held in the State of Vermont.

48. BINDING EFFECT AND CONTINUITY: This Contract shall be binding upon and

shall inure to the benefit of the Parties, their' respective heirs, successors, representatives, and assigns. If a dispute arises between the Parties, each Party will continue to perform its obligations under this Contract during the resolution of the dispute, until the Contract is terminated in accordance with its terms.

49. **SEVERABILITY:** The invalidity or unenforceability of any provision of this Contract or the Contract Documents shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.

50. **ENTIRE CONTRACT & AGREEMENT:** This Contract, including the Contract Documents, constitutes the entire Contract, agreement, and understanding of the Parties with respect to the subject matter of this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

51. **APPENDICES:** The City may attach, to these specifications, appendices containing various forms and typical sample sheets for guidance and assistance to the Contractor in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the City as occasions may require. It is the responsibility of the Contractor to ensure that they have the latest versions applicable to the Contract.

52. **NO THIRD PARTY BENEFICIARIES:** This Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

53. **WAIVER:** A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Attachment D: Burlington Livable Wage Ordinance Certification

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

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

(1) The Contractor shall pay all "covered employees" as defined by the LWO (including covered employees of subcontractors or subgrantees) a livable wage (as determined, or adjusted, annually by the City's chief administrative officer), and shall provide required paid time off for the term of the contract (*or the duration of the contracted project*);

(a) Full-time employees are entitled to 12 days of paid time off per year; and

(b) Part-time employees are entitled to 12 days of paid time off per year on a prorated basis;

(c) For a covered employer that provides employer assisted health care, the livable wage shall be at least \$17.44 per hour; and

(d) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least \$18.59 per hour.

(2) The Contractor shall post a notice regarding the applicability of the LWO in the workplace or in other locations where covered employees normally work, and where such notice can be readily seen;

(3) Upon request of the City's chief administrative officer, the Contractor, for itself and, as applicable, for any of its subcontractors or subgrantees, shall provide payroll records, health insurance enrollment records, and other relevant documentation, as deemed necessary by the chief administrative officer, within ten (10) business days from receipt of the City's request;

(4) The Contractor shall cooperate in any investigation conducted pursuant to the LWO by the City's designated accountability monitors or the City's Office of City Attorney & Corporate Counsel;

(5) The Contractor shall not retaliate, nor allow any of its subcontractors or subgrantees to retaliate, against an employee or other person because such employee or person has exercised rights or is planning to exercise rights protected under the LWO, or has cooperated in an investigation conducted pursuant to the LWO;

(6) The Contractor is required to insert in all subcontracts the requirements of the LWO. The Contractor is liable for violations of the LWO committed by its covered subcontractors.

Date: _____ By: _____
Contractor, or its duly authorized agent

Subscribed and sworn to before me

Date: _____ Notary Public _____

Attachment E: Burlington Outsourcing Ordinance Certification

Certification of Compliance with the City of Burlington's Outsourcing Ordinance

I, _____, on behalf of _____

(Contractor) and in connection with the

_____ [project],

hereby certify under oath that (1) Contractor shall comply with the City of Burlington's Outsourcing Ordinance (Ordinance §§ 21-90 – 21-93); (2) as a condition of entering into this contract or grant, Contractor confirms that the services provided under the above- referenced contract will be performed in the United States or Canada.

Dated at _____, Vermont this _____ day of _____, 2018.

By: _____
Duly Authorized Agent

Subscribed and sworn to before me:

Notary

Attachment F: Burlington Union Deterrence Ordinance Certification

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

I, _____, on behalf of _____

(Contractor) and in connection with _____ (City

contract/project/grant), hereby certify under oath that

(Contractor) has not advised the conduct of any illegal activity, and it does not currently, nor will it over the life of the contract advertise or provide union deterrence services in violation of the City's union deterrence ordinance.

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

By: _____
Duly Authorized Agent

Attachment G: Consultant's Certificate of Insurance

Board of Finance and City Council Submission ChecklistDepartment: Fletcher Free Library(FFL) Submitter: Mary DankoTitle/Subject: FFL Security Contract FY25

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	9/9/2024

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	8/12/2024	Mary Danko
Mayor's Office informed and approved memo	Yes	9/4/2024	Chief of Staff Jacobson
Board/Commission, if required	No	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	9/4/2024	City Attorney Sturtevant
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	9/4/2024	City Attorney Sturtevant
CAO has reviewed budget, financing, and memo	Yes	8/12/2024	CAO Schad
Human Resources, if personnel action -Identify HR Manager in note	No	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	No	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	No	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

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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: August 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 an additional amendment with the VT Attorney General's office, adding \$36,500 to our July 23 approved amendment of \$632,522, for a grand total of \$669,022. This was additional money just added on to our existing FY24 and 25 grant for our ongoing Court Diversion and Pretrial Services work, to increase the administrative capacity of the BCJC. As mentioned in the July 23 memo to City Council, this additional money allowed for the newly created position of Data, Communications and Operations Specialist, for which we're currently hiring. Because timelines for grant acceptance can sometimes be tight, staff also requests authorization for staff to accept future grant amendments increasing the amount of the grant during the current fiscal year.

Board of Finance Motion:

1. 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 \$669,022, 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.
2. To approve and recommend that City Council authorize CEDO Director, Brian Pine, to accept future grant amendments increasing the amount of the foregoing grant 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:

1. To approve the acceptance of the State of Vermont Grant Award #02100-FY24/25-CN, in the amount of \$669,022, 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.

2. To authorize CEDO Director, Brian Pine, to accept future grant amendments increasing the amount of the foregoing grant and to take such further actions or to execute such further instruments as may be necessary or convenient to effectuate the transactions contemplated hereby.

Part 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: 02100-FY24/25-CN			² Original ☒		Amendment # ☐ 3	
³ Grant Title: Court Diversion & Pretrial Services						
⁴ Amount Previously Awarded: \$632,522.00		⁵ Amount Awarded This Action: \$36,500.00		⁶ Total Award Amount: \$669,022.00		
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: % (Approved rate or de minimis 10%)	²³ FFATA: YES ☐ NO ☐
²⁴ Grantee Fiscal Year End Month (MM format):		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	\$632,522.00	\$36,500.00	\$669,022.00	
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:				
Total Awarded - All Funds		\$632,522.00	\$36,500.00	\$669,022.00			

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 #: 3

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 \$1,159,048.00 to \$1,195,548.00.
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 ChecklistDepartment: CEDO Submitter: Rachel JollyTitle/Subject: Acceptance of FY25 AGO Grant Amendment #3 to the BCJC

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	9/9/2024

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	8/30/2024	Brian Pine
Mayor's Office informed and approved memo	Yes	9/5/2024	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	8/30/2024	Erik Ramakrishnan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	8/30/2024	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	8/30/2024	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?	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.

MEMO

Date: September 9, 2024

To: Board of Finance / City Council

From: Sophie Sauvé, Parks Comprehensive Planner,
Cindi Wight, Director, Department of Parks, Recreation & Waterfront

Re: Authorization to provide CCRPC with Local Match for VT 127 Shared Use Path Scoping and Feasibility Study

I. Purpose

The Department of Parks, Recreation and Waterfront (BPRW) seeks approval and authorization to enter into an agreement with the Chittenden County Regional Planning Commission (CCRPC) for the VT 127 Shared Use Path Scoping and Feasibility Study. CCRPC will manage the contract and cover 80% of the cost with a Federal Highway Administration Grant of the \$125,808 project with 20% of the local match (\$25,162) coming from the City of Burlington's Bike Path Maintenance Fund.

II. Background

PlanBTV Walk Bike documented the VT 127 Shared Use Path as needing improvements. The VT 127 path is a direct connection between Burlington's New North End (NNE) and Old North End (ONE) neighborhoods. The path is frequently used by commuters and recreational cyclists and pedestrians to access their neighborhoods. However, the path is narrow, the fence is damaged and there are limited access points that create barriers limiting its usefulness to a wider public. The scoping and feasibility study will identify ways to improve the path and connections and elevate it as part of a network of non-vehicular travel, including connecting it to North Avenue. The scoping and feasibility study will have a significant public engagement component to inform any recommendations.

PROJECT FUNDING SOURCES, BUDGET, AND ESTIMATES

The project funding sources are CCRPC Unified Planning Work Program (UPWP) Funds and Bike Path Maintenance Funds. The Bike Path Maintenance Fund has a balance of \$273,000 going into FY25. The Department budgeted to spend \$36,000 of the fund balance for FY25 and will receive another \$282,720, covering all planned FY25 expenses.

VT 127 Shared Use Path Scoping and Feasibility Study	
FY25 Bike Path Maintenance Fund 834-23-700-704.4720	\$25,162
CCRPC UPWP Grant	\$100,646
Total Project Budget	\$125,808



DEPARTMENT RECOMMENDATION

Board of Finance Motion:

To approve and recommend that the City Council authorize the Director of Parks, Recreation, and Waterfront to enter into an agreement with the Chittenden County Regional Planning Commission, obligating the City to provide an amount not to exceed \$25, 162 of Bike Path Maintenance Funds to the CCRPC to act as the 20% local funding match for the VT 127 Shared Use Path Scoping and Feasibility Study grant accepted by the CCRPC from the Federal Highway Administration and totaling \$100,646 in granted funds, subject to review by the Chief Administrative Officer and City Attorney's Office.

City Council Motion:

To approve and authorize the Director of Parks, Recreation, and Waterfront to enter into an agreement with the Chittenden County Regional Planning Commission, obligating the City to provide an amount not to exceed \$25, 162 of Bike Path Maintenance Funds to the CCRPC to act as the 20% local funding match for the VT 127 Shared Use Path Scoping and Feasibility Study grant accepted by the CCRPC from the Federal Highway Administration and totaling \$100,646 in granted funds, subject to review by the Chief Administrative Officer and City Attorney's Office.

Board of Finance and City Council Submission ChecklistDepartment: Parks, Recreation and Waterfront Submitter: Sophie SauvéTitle/Subject: Local Match for VT 127 Scoping and Feasibility Study led by CCRPC

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	9/9/2024

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	8/30/2024	Cindi Wight
Mayor's Office informed and approved memo	Yes	9/5/2024	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 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	9/3/2024	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	9/5/2024	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?	Yes	Click or tap here to enter text.
Additional Materials, if necessary	Choose an item.	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	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: September 9, 2024
To: Board of Finance / City Council
From: Sophie Sauvé, Parks Comprehensive Planner,
 Cindi Wight, Director, Department of Parks, Recreation & Waterfront
Re: Authorization to Accept State Grant for the Voices of St. Joseph's Orphanage Memorial Project

I. Purpose

The Department of Parks, Recreation and Waterfront (BPRW) seeks approval and authorization to enter into an agreement with the Vermont Center for Crime Victim Services at the State of Vermont, for the Voices of St. Joseph's Orphanage (VSJO) Memorial Project. The above referenced grant covers 50% of the cost of the estimated \$160,000 project. The City of Burlington contributed \$25,000 towards the project from the General Fund in Fiscal Year 2024. The VSJO Development Committee is raising the remaining amount, with the Parks Foundation acting as fiscal sponsor.

II. Background

Now closed, the St. Joseph's Orphanage in Burlington was home to more than 13,000 children in its 140 years of operation. After years of allegations and unsuccessful lawsuits, a 2018 BuzzFeed article led then-Vermont Attorney General T.J. Donovan to form a task force to formally investigate the allegations of abuse at the former orphanage.

Two years later, the task force came out with its findings AND recommended a Restorative Inquiry into the St. Joseph's Orphanage to bring about accountability and making amends with former orphanage residents that were still alive. A core group of these survivors, The Voices of St. Joseph's Orphanage, have worked together since 2019 to attain common goals, including the passage of legislation to protect children and publishing their creative writings. One of their common goals was to ensure that their story was not forgotten.

BPRW staff participated in listening sessions and worked with the survivors on the design of a memorial space at Kieslich Park, which is adjacent to the former orphanage building and is the outdoor space the survivors accessed as residents at St. Joseph's Orphanage. The memorial project was designed to be installed along the forthcoming path between Kieslich Park and the Greenway. It will consist of: boulders with writings by the survivors, a contemplative space, and Archway and wildflower plantings.

PROJECT FUNDING SOURCES, BUDGET, AND ESTIMATES

The project funding sources are: City of Burlington General Fund, State of Vermont Appropriations in both FY24 and FY25 and donations (being held with the Parks Foundation).

VSJO Memorial Project	
FY24 City of Burlington General Fund	\$25,000
FY24 State of Vermont Appropriations "Big Bill" (H.494)	\$25,000



FY25 State of Vermont Appropriations "Big Bill" (H.883)	\$60,000
Donations	\$50,000
Total Estimated Project Budget	\$160,000

See attached concept plan of the memorial for reference.

DEPARTMENT RECOMMENDATION

Board of Finance Motion:

To approve and recommend that the City Council authorize the acceptance of grant funds of \$85,000 from the State of Vermont Vermont Center for Crime Victim Services for the Voices of St. Joseph's Orphanage Memorial Project and authorize the Director of Parks, Recreation and Waterfront to execute the grant agreement and all documents necessary to accept the funding, subject to the final review and approval of the City Attorney's Office.

City Council Motion:

To approve and authorize the acceptance of grant funds of \$85,000 from the State of Vermont Vermont Center for Crime Victim Services for the Voices of St. Joseph's Orphanage Memorial Project and authorize the Director of Parks, Recreation and Waterfront to execute the grant agreement and all documents necessary to accept the funding, subject to the final review and approval of the City Attorney's Office.

PROJECT MAP



The Future of the Park

The site of Kielich Park has site improvements planned over the next several years. In conjunction with the new accessible path leading from the nearby Cambrian Rise housing development, trail construction and formal path alignments will take place.

Restoration work includes new tree and shrub plantings to help stabilize the fragile sandy earth.

This work is being guided by the principle of reciprocity, in that we must care for and steward this landscape in the same way that the land nourishes us.

Board of Finance and City Council Submission ChecklistDepartment: Parks, Recreation and Waterfront Submitter: Sophie SauvéTitle/Subject: Voices of St. Joseph's Orphanage (VSJO) State Funds

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	9/9/2024

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	8/30/2024	Cindi Wight
Mayor's Office informed and approved memo	Yes	9/3/2024	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 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	8/30/2024	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	9/2/2024	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?	Yes	Click or tap here to enter text.
Additional Materials, if necessary	Choose an item.	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Choose an item.	Click or tap here to enter text.

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

FROM: Nicolas Longo, Director of Aviation

DATE: September 9, 2024

SUBJECT: Authorization to execute an Assignment and Assumption Agreement by and between Mirabelle's Inc. and Mirabelle's Bakery, LLC.

Request:

The Patrick Leahy Burlington International Airport ("Leahy BTV") seeks Board of Finance and the City Council authorization to execute an assignment and assumption agreement by and between Mirabelle's Inc. and Mirabelle's Bakery, LLC.

Summary:

Mirabelle's Inc, commonly referred to as Mirabelle's Bakery entered into a property lease with Leahy BTV on October 21, 2019 to occupy the Airport owned space located at 3060 Williston Road, Suite 8 in South Burlington, VT, with an initial term until July 31, 2025 and two additional 5 year options to extend through July 31, 2035. The owners of Mirabelle's, Inc. are now in the process of selling their business to new ownership. Both parties have agreed to enter into an Assignment and Assumption Agreement with Mirabelle's Inc. agreeing to sell its business assets and assign the existing lease to Mirabelle's Bakery, LLC.. By entering into this agreement, the new ownership of Mirabelle's Bakery is assuming the current lease terms, and the bakery will remain in its current location. Except for this new ownership of the business and this lease, no other terms of the original lease are being amended and the Airport is favorable to this change.

Motion:

Board of Finance:

"To approve and recommend to the City Council that the Mayor of the City of Burlington be authorized to execute the Assignment and Assumption Agreement between Mirabelle's Inc. and Mirabelle's Bakery, LLC in regards to the leasing of the Airport's business premises located at 3060 Williston Road, Suite 8, South Burlington, VT, subject to final review and approval by the City Attorney's Office."

City Council:

“To Authorize the Mayor of the City of Burlington to execute the Assignment and Assumption Agreement between Mirabelle's Inc. and Mirabelle's Bakery, LLC in regards to the leasing of the Airport's business premises located at 3060 Williston Road, Suite 8, South Burlington, VT, subject to final review and approval by the City Attorney's Office.”

Thank you for your continued support.

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT is entered into as of August __, 2024 (this “Agreement”) by and between Mirabelle’s, Inc., a Vermont corporation (“Assignor”), and Mirabelle’s Bakery, LLC, a Vermont limited liability company (“Assignee”).

WHEREAS, Assignor operates a business at premises with an address of 3060 Williston Road, Suite 8, South Burlington, Vermont 05403 (“Premises”).

WHEREAS, Assignor leases the Premises from the City of Burlington, Burlington International Airport (“Landlord”) under a Lease Agreement dated on or about October 21, 2019.

WHEREAS, Assignor entered into an Asset Purchase Agreement with Assignee, agreeing to sell its business assets to Assignee, with a closing date of August 16, 2024 (“Asset Purchase”).

WHEREAS, as part of the Asset Purchase, Assignor agreed to assign all of its rights, interests and obligations under the Lease, subject to Assignee’s agreement to assume such rights, interests and obligations.

WHEREAS, the Lease requires Assignor to obtain the consent of the Landlord prior to assigning the Lease.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns and conveys to Assignee for the benefit of Assignee, its successors and assigns, all of Assignor’s right, title and interest in, to and under the Lease.
2. Assumption. Assignee hereby accepts the assignment of the Lease and does hereby assume and agree to perform all of the obligations of the lessee or tenant per the terms of the Lease.
3. Consent. Landlord hereby consents to this Assignment and Assumption Agreement, as indicated by the signature of a duly authorized agent.
4. Counterparts. This Agreement may be executed in counterparts, it being understood that the parties hereto need not sign the same counterpart. Delivery of an executed counterpart of a signature page to this Agreement by electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment and Assumption Agreement as of the date first above written.

SIGNATURE PAGE FOLLOWS

ASSIGNOR
MIRABELLE'S, INC.

By: _____
Andrew Silva, President

ASSIGNEE
MIRABELLES BAKERY, LLC

By: _____
Jacob Kent, Member

LANDLORD
CITY OF BURLINGTON
BURLINGTON INTERNATIONAL AIRPORT

By: _____
Mayor Emma Mulvaney-Stanak



LEASE AGREEMENT
Mirabelles, Inc.

This Lease Agreement ("Lease") is entered into by and between the City of Burlington, acting by and through Burlington International Airport ("City"), and Mirabelles, Inc. ("Lessee"), a Vermont corporation authorized to do business in the State of Vermont with a principal place of business at 3060 Williston Road, Suite 8, South Burlington, VT 05403. The City and Lessee agree to the terms and conditions of this Lease.

1. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Lease shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Lease before the Effective Date and unless otherwise agreed to in writing, shall have no obligations for performance or expenses incurred before the Effective Date or after the expiration or termination of this Lease.

2. RECITALS

- A. Authority.** Authority to enter into this Lease exists in the City Charter. Required approvals, clearance, and coordination have been accomplished from and within each Party.
- B. Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Lease.
- C. Purpose.** The City owns and operates Burlington International Airport in South Burlington, Vermont. The City and Lessee wish to enter into an agreement leasing certain portions of the Airport premises to Lessee to further and carry out the purposes of the operation of the Airport. This Lease establishes the conditions and terms of Lessee's use of the Leased Premises.
- D. References.** All references in this Lease to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments, are references to sections subsections, exhibits, or other attachments contained herein or incorporated as part of this Lease, unless otherwise noted.

3. DEFINITIONS

- A. "Leased Premises"** means the City-owned building and ground space known and numbered as 3060 Williston Road, Suite 8 in South Burlington, Vermont, which consists of approximately 2897 square feet contiguous single floor building space, plus the associated loading dock area extending twenty five feet from the north face of the building. A description and map of the Leased Premises is included as Attachment A.
- B. "Effective Date"** means the later of (i) the date on which this Lease is approved and signed by the City, as shown on the signature page of this Lease, or (ii) the date on which Lessee has arranged financing on favorable terms for the Lessee Improvements as set forth on Attachment D hereto.
- C. "Hazardous Substance"** means and includes, but shall not be limited to, any element, substance, compound or mixture, including disease-causing agents, which after release into the environment or work place and upon exposure, ingestion, inhalation or assimilation into any organism, either directly or indirectly, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction or physical deformations in such

organisms or their offsprings, and all hazardous and toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), or any other similar substances, or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, CERCLA, and regulations adopted pursuant to such Acts, the Toxic Substances Control Act of 1976, as heretofore or currently in effect ("TSCA") and the Resource Conservation and Recovery Act of 1976, as heretofore or currently in effect ("RCRA").

- D. **"Lease"** means this Lease Agreement, its terms and conditions, attachments, and documents incorporated by reference under the terms of this Lease.
- E. **"Party"** means the City or Lessee and **"Parties"** means the City and Lessee.

4. TERM AND EARLY TERMINATION

- A. **Initial Term.** This Lease and the Parties respective performance shall commence on the Effective Date and expire on July 31, 2025.
- B. **Option to Extend.** This Lease may be extended by the Lessee for a second five (5) year term, commencing on August 1, 2025 and continuing through July 31, 2030, provided that the Lessee is not in default of this Lease. In such event, Lessee must provide written notice to the City on or before June 1, 2025 of its intention to extend the Lease for a second five (5) year term. If this Lease is extended for a second five (5) year term, this Lease may be extended for a third five (5) year term by mutual written agreement between Lessee and the City on or before June 1, 2030.

5. LEASE—USES AND PURPOSES

The City hereby leases to Lessee for its exclusive use the right to access and occupy the Leased Premises, subject to the terms of this Lease and the following conditions:

- A. **Use.** Lessee shall use and occupy the Leased Premises for its retail and food preparation operations.
- B. **Upkeep and Utilities.** Lessee shall furnish to the Leased Premises and pay all charges for telephone service, trash and/or hazardous waste removal (trash and recycling to be put into a communal City-supplied container located adjacent to Leased Premises, and Lessee shall pay based on actual use), janitorial service, water and wastewater, electric power, heat, gas, air conditioning and other utilities of every kind. Lessee shall commence paying each utility on the date on which this Lease is approved and signed by the City, as shown on the signature page of this Lease,
- C. **Condition.** Lessee shall keep and maintain all parts of the Leased Premises—including related and associated appurtenances—in good condition, order and repair during the term of this Lease. Such actions include but are not limited to: interior painting, interior lighting, assisting in the removal of snow and salting at customer entrance during business hours, and removal of Lessee's garbage.
- D. **Sublease.** Lessee shall not sublease any portion of the Leased Premises without the expressed prior written approval of the City. If such approval is obtained during the term of this Lease, then Lessee shall cooperate with other occupants of the building in which the Leased Premises is located so that any common facilities shall at all times be kept and maintained in a clean, orderly and sanitary manner. Lessee may share in an equitable manner with the other occupants the expenses of maintaining said common facilities. If the common facilities are not kept and maintained in a clean, orderly, and sanitary manner, the City shall have the right, in its sole discretion, to assume such obligation and charge the full expenses thereof to Lessee. All maintenance shall be subject to general monitoring by the City to insure a continuing high quality of appearance commensurate with maintenance and safety standards of the Airport.
- E. **Compliance with Law.** Lessee shall observe and comply with any and all present and future requirements of the constituted public authority and with all federal, state, or local statutes, ordinances, regulations, standards, conditions and agreements applicable to Lessee for its use of the

Leased Premises, including, but not limited to, ordinances, rules and regulations promulgated from time to time by or at the direction of the City for the administration of the Airport, including the Minimum Standards for Commercial Aeronautical Activities, as adopted by the Airport, and the Rules and Regulations for the Leased Premises set forth in Attachment B. Further, Lessee shall—at its own expense—submit to and comply with the requirements of all state and federal regulatory agencies or municipal boards having jurisdiction over the construction of any fixed improvements on the Leased Premises, including, but not limited to, any Environmental Board or Board of Health.

- F. **ADA.** Lessee shall—at its own expense—comply with the standards for accessible design known as the Americans with Disabilities Act Accessibility Guidelines in connection with any new construction or alteration of the Leased Premises. Lessee shall bear the burden of this obligation regardless of whether any such Agency or Board shall require that the City be the applicant of record.
- G. **Waste and Nuisance.** Lessee shall not make any actionable waste or nuisance upon the Leased Premises and shall not do or permit to be done anything which may result in the creation, commission, or maintenance of any such waste or nuisance on said premises or the Airport. Lessee shall properly handle, remove, and dispose of any and all lubricants and/or hazardous waste and maintain the Leased Premises in a clean and safe condition.
- H. **Improvements.** Should Lessee desire to make infrastructure and Lessee-specific modifications or improvements to the Leased Property, Lessee shall obtain written approval by the Director of Aviation at Burlington International Airport. Lessee shall be solely responsible for all costs associated with improvements without reimbursement of further consideration from the City. All approved additions or improvements must comply with the standards for accessible design known as the Americans with Disabilities Act Accessibility Guidelines and, shall, on expiration or termination of this Lease, belong to the City without compensation to Lessee. See Attachment D for agreed upon Lessor and Lessee improvements.
- I. **Security.** Lessee shall observe and comply with any and all present and future security regulations and procedures and operational procedures promulgated from time to time by or at the direction of the City for the administration of the Airport, including but not limited to training and Secure Identification Area (SIDA) Badging requirements.
- J. **Supervision.** Lessee shall ensure that the management, maintenance, and operation of the Leased Premises shall at all times be under the supervision and direction of an active, qualified, competent representative of Lessee, and Lessee shall identify its representative, and any successor, in writing to the City.

6. PARKING

The City shall provide and maintain seven (7) unreserved, self-park parking spaces, for the exclusive use of Lessee's employees and invitees.

7. RENT

Lessee shall, in accordance with the provisions of this §7, pay the City rent and other amounts due hereunder in the amounts and using the methods set forth below:

- A. **Leased Space Rent.** Lessee shall pay the City rent for access and use of the Leased Premises at a rate of two-thousand three hundred and seventeen dollars (\$2,317) per month, which represents \$9.60 per square foot per month for the 2897 square feet of rental space at 3060 Williston Road. This Leased Space rent shall 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.
- B. **Time for Payment.** Lessee shall make the rental payment due under this §7 on or before the first day of each

calendar month during the term of this Lease. Rent payment shall commence on February 1, 2020 or upon receiving of Certificate of Occupancy, whichever comes sooner. Payment shall be made at the office of the Director of Aviation, Burlington International Airport, 1200 Airport Drive #1, South Burlington, Vermont 05403.

- C. **Late Payment.** Any required rent which has not been paid when due shall incur interest at the rate of 1.5% per month.

8. CITY OBLIGATIONS

- A. **Access.** The City shall ensure reasonable ingress and egress to and from the Leased Premises.
- B. **Snow Removal.** The City is responsible for all snow removal, including the loading dock area. The Tenant shall assist in snow removal and salting of customer entrance during business hours.

9. ENTRY OF LEASED PREMISES

The City and its authorized officers, employees, agents, contractors, sub-contractors and other representatives shall have the right to enter upon the Leased Premises for the following purposes:

- A. **Inspection.** To inspect the Leased Premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Lessee has complied and is complying with the terms and conditions of this Lease. Lessee shall provide the Director of Aviation with serviceable keys to all of its facilities so as to permit the exercise of the City's rights hereunder; or
- B. **Facilities.** To perform essential maintenance, repair, relocation or removal of existing underground or overhead wires, pipes, drains, cables and conduits now located on or across the Leased Premises, and to construct, maintain, repair, relocate and remove such facilities in the future if necessary to carry out the master plan of development of the Airport provided, however, that said work shall in no event disrupt or unduly interfere with the operations of Lessee. Nothing herein shall be construed to impose upon the City any obligations to construct or maintain or to make repairs, replacements, alterations or additions, or shall create any liability for any failure to do so. Lessee is and shall be in exclusive possession of the Leased Premises and the City shall not in any event be liable for any damage to the premises or to any property of Lessee or of any other persons located in or thereupon, other than to repair or remedy such damage as may be occasioned by negligence of the City, its employees, agents, contractors, sub-contractors and other representatives.

10. SUBORDINATION

This Lease shall be subject to, and in all cases, subordinate to the following:

- A. **Necessary Actions.** The City shall have the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting or causing to be erected any building or other structure which, in the sole opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft;
- B. **Airport Agreements.** This Lease shall be subordinate to the provisions of any existing or any future agreement between the City and the State of Vermont and/or the United States of America relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State Funds for the development of the Airport.
- C. **Emergency.** The City shall have the right, during time of war or national emergency, to lease the landing facilities or any part thereof, or to otherwise permit the use thereof on an exclusive basis, by the United States of America or the State of Vermont for military use. All provisions of this Lease, to the extent that they are inconsistent with these superior rights, shall be suspended during any such period.

11. TAXES AND ASSESSMENTS

- A. **Direct Tax.** Lessee shall pay directly to the taxing authority any and all personal property inventory taxes or assessments which may be assessed against the Leased Premises and its contents during the term hereof or any renewal term.

12. INSURANCE

Prior to the Effective Date of this Lease, Lessee shall obtain insurance coverage meeting each requirement and condition set forth in this §12.

- A. **Carrier.** Lessee shall obtain insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A- financial size category VIII or better by the latest *Best Insurance Report*, or has an analogous rating from a comparable rating service approved by the City.
- B. **Certificate of Insurance.** Proof of insurance and compliance with all requirements in this §12 should be evidenced on a certificate of insurance acceptable to the City. The certificate shall, at a minimum, contain the following: (1) authorized agent information; (2) insured information; (3) insurance company information; (4) description of policies, including coverage types and amounts; (5) policy number(s) and period(s); (6) limits of liability; (7) City information as additional insured and certificate holder; and (8) cancellation information. The certificate of insurance must be received by the City prior to the Effective Date of this Lease.
- C. **Additional Insured.** Each required insurance policy as it relates to the buildings and lands covered by this Lease (with the specific exception of professional liability and workers compensation) shall name the City as an additional insured and loss payee.
- D. **Cancellation.** All certificates shall contain a provision stating that the coverages afforded under said policies will not be cancelled, materially changed or not renewed without at least thirty (30) days written prior notice to the City, or fifteen (15) days for non-payment. The policies shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents or other representatives, and shall contain a clause to the effect that such policies and the coverage evidenced thereby shall be primary with respect to any policies carried by the City, and that any coverage carried by the City shall be excess insurance. In no event shall the limits of said policies be considered as limiting the liability of Lessee under Lease.
- E. **Insurance Coverages.** During the Term, Lessee agrees to purchase and maintain the following types of insurance coverages, consistent with the policies and requirements of the City, and provide evidence of continuing coverage to the City:
- (i) **Commercial General Liability Insurance.** Lessee shall procure Commercial General Liability Insurance, on an occurrence form, providing all major divisions of coverage, including but not limited to: (1) Premises Operations; (2) Products and Completed Operations; (3) Personal Injury and Advertising liability; (4) Contractual liability; (5) Broad Form Property Damage; (6) Fire legal liability; and (7) Blasting and Explosion, Collapse of Structures and Underground Damage liability. The Commercial General Liability Insurance shall provide the following minimum limits:
- | | |
|--|-------------|
| 1. General Aggregate; | \$2,000,000 |
| 2. Products-Completed Operations Aggregate | \$2,000,000 |
| 3. Personal & Advertising Injury | \$1,000,000 |
| 4. Each Occurrence | \$1,000,000 |
| 5. Damages to Rented Premises | \$ 250,000 |
| 6. Med. Expense (Any one person) | \$ 5,000 |
- (ii) **Workers Compensation.** Lessee shall provide Workers' Compensation coverage in accordance with the statutory limits as established by the State of Vermont and with a minimum limit for employer's liability no lower than the following: Bodily Injury by Accident - \$500,000 each accident; Bodily Injury by Disease - \$500,000 each employee. Lessee shall require all contractors and subcontractors performing

work or occupying the Leased Premises under this Lease to obtain an insurance certificate showing proof of Workers' Compensation coverages and Lessee shall require from its general contractor(s) that all subcontractors submit certificates of such insurance to the City prior to performing work or occupying the Leased Premises.

(iii) Employers' Liability Insurance. Lessee shall also maintain Employers' Liability Insurance Coverage with limits of at least:

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

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

F. Application to Others. Lessee shall require all contractors, subcontractors, agents, or workers performing work or occupying the Leased Premises to obtain an insurance coverage meeting the requirements of this §12 as evidence on a certificate of insurance. Lessee shall require that all such persons submit certificates of such insurance to the City prior to performing work or occupying the Leased Premises.

G. Insurance on Building. The City shall insure the Building against loss by fire and other casualty in such amounts as the City may consider reasonable by policies which shall include standard extended coverage endorsements. Lessee shall maintain any and all insurance upon Lessee's property in and upon the Leased Premises and such policies shall name the City as an additional insured, as the City's interests may appear, and the City shall not be held responsible for any damage thereto. Neither Lessee nor the City, nor their respective agents, employees or guests, shall be liable to the others for any loss or damage to the Building by fire or any other cause within the scope of such fire and extended coverage insurance, except that it is understood that provided any such damage is covered by existing insurance policies, the Parties shall look solely to the insurer for reimbursement for such loss or damage; provided, however, that this provision shall not release Lessee from liability for any damage cause by Lessee that exceeds such insurance coverage or which is not reimbursable by the City's insurer.

H. Maintaining Coverage. The City may require certified copies of any insurance policies entered into by Lessee, and Lessee is responsible for annually verifying and confirming in writing to the City that all subcontractors, agents, operators or workers meet the minimum coverage and limits plus maintain current certificates of coverage, and that all work activities related to this Lease shall meet minimum coverage and limits, with any sub-contractors, agents, operators or workers complying with the same insurance requirements as Lessee.

I. Continuing Obligation. Unless otherwise expressly provided herein, the obligation to insure as provided herein continues throughout term of this Lease and shall not terminate until this Lease has expired or been terminated, and the right to occupy the Leased Premises is returned to the City.

13. INDEMNIFICATION

Lessee shall indemnify, defend, and hold harmless the City, its officers, agents and employees, including the City of Burlington Airport Commission, their successors and assigns, individually or collectively, from and against all liability and any claims, suits, expenses, losses, judgments, proceedings, damages, expenses, demands, suits, costs (including costs of defense, reasonable attorney fees, and reasonable professional fees incurred in defense or incurred in enforcement of this indemnity), and causes of action, including but not limited to, claims arising out of or in connection to the following:

1. This Lease

2. The Leased Premises
3. Actions on the Leased Premises
4. Lessee's possession, use, occupation, or control of the Leased Premises
5. Actions or omissions of the Lessee, its agents, employees, licensees, visitors, or contractors
6. Breach or default of this Lease by Lessee, its agents, employees, licensees, or contractors

Lessee shall give prompt and timely notice to the City (and copying the Burlington City Attorney's Office) of any claim made or suit instituted which, in any way, directly or indirectly, contingently or otherwise, affects or may affect the City, the Leased Premises, or the Airport.

14. HAZARDOUS WASTES

- A. Disposal.** Lessee shall properly handle, remove, and dispose of any and all lubricants and/or hazardous waste and shall maintain the Leased Premises in a clean and safe condition.
- B. Hold Harmless.** Lessee shall indemnify, defend, and hold harmless the City, its officers, and employees from and against all loss, cost and expense (including, without limitation, attorney fees) of whatever nature suffered or incurred by the City on account of the existence, release, or discharge of Hazardous Substances on or from the Leased Premises including, without limitation, any claims, costs, losses, liabilities and expenses arising from the violation (or claimed violation) of any environmental laws or the institution of any action by any party against the City or the Leased Premises based upon nuisance, negligence or other tort theory alleging liability due to the improper generation, storage, disposal, removal, transportation or treatment of Hazardous Substances or the imposition of a lien on any part of the Leased Premises under the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., as amended ("CERCLA"), or any other laws pursuant to which a lien may be imposed due to the existence of Hazardous Substances. Lessee further unconditionally, absolutely, and irrevocably guarantees the payment of any fees and expenses incurred by the City in enforcing or seeking enforcement of the liability of Lessee under this indemnification.

15. WARRANTIES AND REPRESENTATIONS

- A. Regarding the Leased Premises.** The City represents that it is the owner of the Leased Premises or the authorized representative or agent of said owner. During the term of this Lease and during any renewal term, the City represents and warrants that the Lessee may have, hold, and enjoy peaceful and uninterrupted possession of the Leased Premises and rights herein leased and granted, subject to performance by Lessee of its obligations herein.
- B. Regarding Legal Authority.** Lessee warrants that it possesses the legal authority to enter into this Lease and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Lease and to bind Lessee to its terms. The person signing and executing this Lease on behalf of Lessee hereby represents, warrants, and, guarantees that they have full authorization to do so. If requested by the City, Lessee shall provide the City with proof of Lessee's authority to enter into this Lease within fifteen (15) days of receiving such request.

16. CONDITION ON TERMINATION

At the termination or expiration of this Lease, Lessee shall surrender and deliver the Leased Premises in as substantially good order and condition as exists at the inception hereof; excepting however, loss by fire, inevitable accident, act of God, and ordinary wear and tear.

17. CASUALTY

If the Leased Premises is damaged by fire, flood, or other casualty, Lessee may terminate this Lease within thirty (30) days of the date Lessee becomes aware of such occurrence if, in the opinion of Lessee, the Leased Premises has been so damaged as to render it wholly or partially untenable or unfit for the

Lessee's purposes. If so elected, Lessee shall give written notice to the City and termination shall be effective thirty (30) days from the date of mailing of the notice of termination.

If Lessee elects not to terminate this Lease, the City shall reasonably estimate the time, restoration work, and commencement date that City reasonably anticipates is required for performance of restoration work. Lessee's obligation to pay rent shall equitably and proportionately abate with respect to the damaged portion of the Leased Premises from the date of damage until restoration is sufficiently complete to enable Lessee to recommence its use and occupancy of the Leased Premises for the purposes set forth in this Lease.

18. TITLE TO IMPROVEMENTS

Upon the expiration or termination of this Lease, all fixed improvements made upon the Leased Premises by Lessee shall become a part of the realty and remain on the Leased Premises as the property of the City.

19. TERMINATION

In addition to the termination rights granted in other sections of this Lease, the Parties may terminate this Lease in accordance with this §20.

A. Termination by the City. The City may terminate this Lease upon thirty (30) days' advance written notice to Lessee under the following conditions:

- (i) **Past Due.** If Lessee fails to pay required rental charges or money payments more than thirty (30) days after the due date.
- (ii) **Abandonment.** If Lessee or any approved sub-lessee voluntarily abandons or discontinues the conduct and operation of its service at the Airport for a continuous period of sixty (60) days.

B. Termination by Lessee. Lessee may terminate this Lease upon thirty (30) days' advance written notice to the City under the following conditions:

- (i) **Injunction.** The issuance by any court of competent jurisdiction of an injunction, order, or decree preventing or restraining the use by Lessee of all or any substantial part of the Leased Premises or preventing or restraining the use of the Airport for usual Airport purposes in its entirety, or the use of any part thereof which may be used by Lessee and which is necessary for Lessee's operations on the Airport, which remains in force, unvacated or unstayed for a period of at least sixty (60) days.
- (ii) **Interference.** In the event of destruction of all or a material portion of the Airport or the Airport facilities, or in the event that any agency or instrumentality of the federal or any state or local government shall occupy the Airport or a substantial part thereof, or in the event of military mobilization or public emergency wherein there is a curtailment, either by executive decree or legislative action of normal civilian traffic at the Airport or of the use of airplanes by the general public, and any of said events shall result in material interference with Lessee's normal operations continuing for a period in excess of sixty (60) days.

C. Damage to Improvements. Either Party may terminate this Lease upon providing thirty (30) days written notice to the other Party if the fixed improvements upon the Leased Premises are so totally destroyed or so extensively damaged that it would be impracticable or uneconomical to restore the same to their previous condition.

D. Breach.

- (i) **Defined.** In addition to any breaches specified in other sections of this Lease, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Lessee, or the appointment of a receiver or similar officer for Lessee or any of its property, which is not vacated or fully stayed within twenty (20) days after the institution or occurrence thereof, shall also constitute a breach.

- (ii) **Notice and Cure Period.** In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party. If such breach is not cured within thirty (30) days of receipt of written notice, or if a cure cannot be completed within thirty (30) days, or if cure of the breach has not begun within thirty (30) days and pursued with due diligence, the non-breaching Party may terminate this Lease by sending a notice of termination, which shall be effective thirty (30) days after the notice of termination is sent. Notwithstanding anything to the contrary herein, the City, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Lease in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

20. LIENS

Lessee shall cause to be removed any and all mechanic's or materialman's liens of any nature arising out of or because of any construction performed by Lessee upon the Leased Premises or arising out of or because of the performance of any work or labor upon or the furnishing of any materials for use at the Leased Premises, by or at the direction of Lessee within reasonable time not to exceed six (6) months from the completion of any such construction.

21. HOLDING OVER

In the event Lessee shall hold over and remain in possession of the Leased Premises after cancellation or termination of this Lease, such holding over shall not be deemed to operate as a renewal or extension of this Lease, but rather shall only create a tenancy from month-to-month which the City may terminate at any time upon thirty (30) days' advance written notice.

22. FORCE MAJEURE

Neither Party shall be deemed to have breached this Lease if it is prevented from performing any of its obligations hereunder by reason of acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not under its control, and the Party experiencing force majeure gives written notice to the other party identifying the nature of such force majeure, and when it began. The Party experiencing force majeure shall take immediate action to attempt to remove such causes of force majeure as may occur from time to time and its operations under this Lease shall be resumed immediately after such cause has been removed, provided that neither Party shall be required to settle any labor dispute except upon terms that the Party deems acceptable. The suspension of any obligations under this section shall not cause the term of this Lease to be extended and shall not affect any rights accrued under this Lease prior to the occurrence of the force majeure. The Party giving notice of the force majeure shall also give notice of its cessation.

23. DISPUTE RESOLUTION

The Parties shall make their designation representative available to meet within a reasonable time to discuss issues relating to the Lease or the Leased Premises. Each Party shall take such actions as reasonably necessary to address any issues within a reasonable time.

Either Party may enforce this Lease and/or seek appropriate remedies in Chittenden Superior Court under the laws of the State of Vermont.

24. NOTICES AND REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

For the City: Director of Aviation
Burlington International Airport
1200 Airport Drive, Box 1
So. Burlington, VT 05403

For Lessee: Gordon Rowe
Mirabelles, Inc.
3060 Williston Road, Suite 8
So. Burlington, VT 05403
bignose@gmavt.com

25. GENERAL CIVIL RIGHTS PROVISIONS

Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee.

This provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

26. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this Lease, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

27. FEDERAL CIVIL RIGHTS PROVISION

No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of property and facilities made available or leased to Lessee; the construction of any improvements on, over, or under said property and facilities; or the furnishing of services thereon. Lessee shall comply with the Nondiscrimination Acts and Authorities as set out below and as they may be amended from time to time.

- A. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Authorities such that no person on the grounds of race, color, or national origin, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. In all solicitations, either by competitive bidding, or negotiation made by Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by Lessee of Lessee's obligations under this Lease and the Nondiscrimination Acts and Authorities.
- C. Lessee shall provide all information and reports required by the Nondiscrimination Acts and Authorities and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of the Lessee is in the exclusive possession of another who fails or refuses to furnish the information, Lessee shall so certify to the City or to the Federal Aviation Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
- D. In the event of breach of any of the above non-discrimination covenants, the City shall have the right to terminate this Lease and re-enter and repossess the underlying property and facilities and hold the same as if this Lease had never been made or issued.

E. During the performance of this Lease, Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the “Lessee”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

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

28. FEDERAL REQUIREMENTS FOR CONSTRUCTION ACTIVITIES

Lessee for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) that Lessee will use the Leased Premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts and Authorities.

With respect to Lessee, in the event of breach of any of the above nondiscrimination covenants, the City will have the right to terminate this Lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said this Lease had never been made or issued.

29. LIVABLE WAGE

The City has in effect a livable wage ordinance. This livable wage ordinance is applicable to service contracts with the City (as opposed to the purchasing of goods) where the total amount of the contract or contracts with the same person or entity exceeds \$15,000 for any twelve-month period. Airport property leases are considered contracts covered under the ordinance.

Lessee shall comply with the livable wage ordinance to the extent that it is a covered employer under the ordinance and the ordinance is otherwise applicable. Lessee shall also require any contractors or agents performing work at the Leased Premises to comply with the livable wage ordinance.

30. RECORDING LEASE

This Lease is not being recorded. However, the Parties expressly agree to, at the request of either Party, execute a short-form notice of Lease complying with the terms of 27 V.S.A. § 341(c) which may be recorded by either the City or Lessee.

31. MORTGAGES

At the option of the City, this Lease shall be subordinate to any mortgage or other security interest by the City which from time to time may encumber all or part of Leased Premises so long as the City's lender shall agree in writing in a form reasonably acceptable to Lessee that such lender will not disturb Lessee's possession and rights under Lease so long as Lessee remains in compliance with Lease.

32. ESTOPPEL CERTIFICATE

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

33. BROKER COMMISSIONS

The City shall have no obligation to pay any real estate commissions to any agents or brokers claiming by or through Lessee, and Lessee agrees to indemnify and hold harmless the City for all claims or demands of any other real estate agent or broker claiming by, through, or under Lessee. This indemnification shall also include payment of costs and attorney fees incurred by the City in defense of a claim for such real estate commissions or fees.

34. GENERAL PROVISIONS

- A. **Assignment.** Lessee shall not assign this Lease or sublet any part of the Leased Premises without the expressed written consent of the City.
- B. **Binding Effect.** All provisions of this Lease, including the benefits and burdens, shall extend to and be binding upon the Parties respective heirs, legal representatives, successors, and assigns.
- C. **Caption.** The captions and headings in this Lease are for convenience of reference only and shall not be used to interpret, define, or limit its provisions.
- D. **Counterparts.** This Lease may be executed in multiple identical counterparts, all of which shall constitute one agreement. Delivery of an executed counterpart by electronic means shall have the same legal force and effect as delivery of an executed hard copy.
- E. **Entire Understanding.** This Lease represents the complete integration of all understandings between the Parties and all prior representations and understandings—oral or written—are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or affect whatsoever, unless embodied herein.
- F. **Extinguishment and Replacement.** This Lease extinguishes and replaces any prior leases between the Parties related to the Leased Premises upon the Effective Date hereof.
- G. **Modification.** Modifications of this Lease shall not be effective unless agreed to in writing by both Parties in a formal written amendment to this Lease, properly executed and approved by both Parties.
- H. **Interpretation.** The language in all parts of this Lease shall in all cases be construed simply according to its fair meaning and not strictly construed against the City. This Lease shall be construed and performance thereof shall be determined in accordance with the laws of the State of Vermont.
- I. **Severability.** Provided this Lease can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.
- J. **Survival of Certain Lease Term.** Notwithstanding anything herein to the contrary, provisions of this Lease requiring continued performance, compliance, or effect after expiration or termination shall survive such expiration or termination and shall be enforceable by the City if Lessee fails to perform or comply as required.
- K. **Third Party Beneficiaries.** Enforcement of this Lease and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Lease are incidental to the Lease, and do not create any rights for such third parties.
- L. **Waiver.** No acceptance by the City of rentals, fees, charges or other payments in whole or in part, for any period or periods after a default of any of the terms, covenants, and conditions hereof, to be performed, kept or observed by Lessee, shall be deemed a waiver of any right on the part of the City to terminate this Lease. A waiver by the City of any breach of a term, provision, or requirement of this Lease or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.
- M. **Public Records.** All records submitted to the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of the City. All records considered to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, shall be identified by Lessee, as shall all other records considered to be exempt under the Act. It is not sufficient to merely state generally that a document or record is proprietary, a trade secret, or otherwise exempt. Particular records, pages or sections that are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

- N. Illegal Substance.** Lessee is prohibited from possessing, using, transporting, cultivating, selling, growing, or donating any substance prohibited under local, state, or federal law, including but not limited to marijuana.

35. ATTACHMENTS

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

- A. Attachment A:** Leased Premises Description and Map
- B. Attachment B:** 3060 Williston Road Rules & Regulations
- C. Attachment C:** Certificate of Insurance
- D. Attachment D:** Lessor & Lessee Agreed Upon Improvements

— *Signature Page to Follow* —

36. SIGNATURE PAGE

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

The Parties hereto have executed this Lease Agreement

**LESSEE
Mirabelles, Inc.**

3060 Williston Road, Suite 8, South Burlington, VT 05403

By: _____

Date: 10.15.19

**City of Burlington
Burlington International Airport**

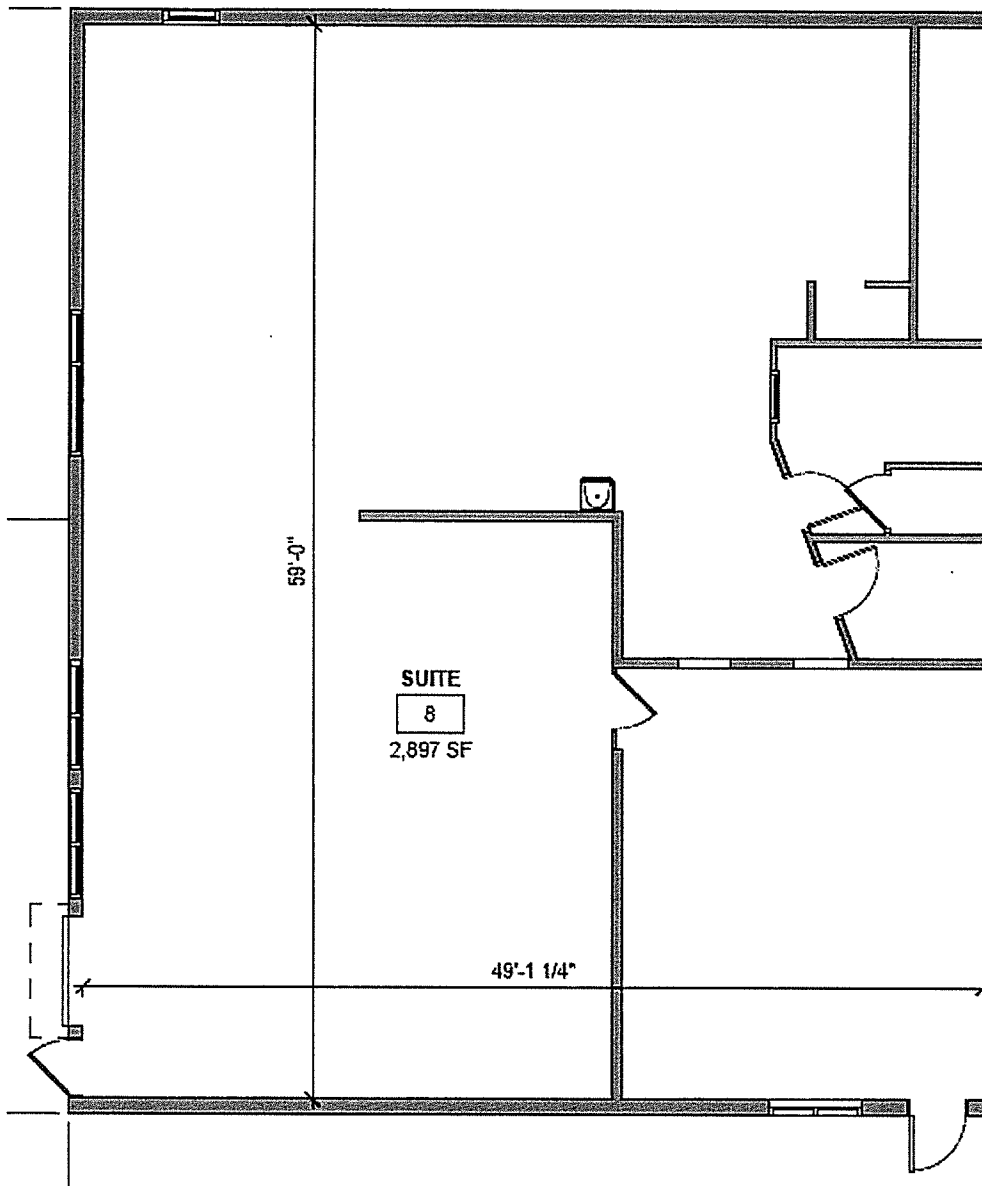
By: _____

Mayor Miro Weinberger

Date: 10-21-19

ATTACHMENT A

Lease Premises Description and Map



ATTACHMENT B

3060 Williston Road
RULES & REGULATIONS

3060 Williston Road
RULES & REGULATIONS

1. The entrances, corridors, passages, stairways shall be under the exclusive control of the Landlord and shall not be obstructed, or used by the Tenant for any other purpose than ingress and egress to and from the Premises; and the Landlord shall have the right to control ingress and egress to and from the Building at all times.
2. Landlord reserves the right to refuse access to any persons Landlord in good faith judges to be a threat to the safety, reputation, or property of the Building and/or its occupants.
3. Tenant shall not make or permit any noise or odors that annoy or interfere with other tenants or persons having business within the Building.
4. Tenant should interfere in any way with other tenants or those having business in the Building.
5. Tenant shall not make, suffer or permit litter except in appropriate receptacles for that purpose.
6. No additional locks shall be placed upon any doors of the Premises without first obtaining written consent of the Landlord and the Tenant will not permit any duplicate keys to be made. If more than two keys for any door are desired, the additional number shall be paid for by the Tenant. Upon termination of this lease the Tenant shall surrender all keys of said Premises and of the Building, and shall give to the Landlord the combination of all locks on any vaults and safes.
7. Tenant shall be responsible for the inappropriate use of any toilet rooms, plumbing or other utilities. No foreign substances of any kind are to be inserted therein. The expense of any repair caused by the Tenant or tenant's employees' misuse of the facilities is the responsibility of the Tenant.
8. Tenant shall not deface the walls, partitions or other surfaces of the Premises or the Building.
9. Tenant shall not suffer or permit anything in or around the Premises that causes excessive vibration or floor loading in any part of the Building.
10. Furniture, significant freight and equipment shall be moved into or out of the Building only with the Landlord's knowledge and consent, and subject to such reasonable limitations, techniques and timing, as may be designated by Landlord. Tenant shall be responsible for any damage to the Building arising from any such activity.
11. Tenant shall not employ any service or contractor for services or work to be performed in the Building, except as approved by Landlord.
12. No window coverings, shades or awnings shall be installed or used by Tenant without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.
13. No tenant, employee or invitee shall go upon the roof of the Building except as expressly provided in the Lease.
14. Smoking, including e-cigarettes is prohibited in all areas of the Building, including the Premises.
15. Tenant shall not use any method of heating or air conditioning other than as provided by Landlord or any dedicated system approved by Landlord
16. The Premises shall not be used for lodging. Notwithstanding the foregoing, Underwriters' Laboratory-approved equipment and microwave ovens may be used in the Premises for heating food and brewing coffee, tea, hot chocolate and similar beverages, provided that such use is in accordance with all applicable laws, codes, ordinances, rules and regulations, and does not cause odors which are objectionable to Landlord and other tenants.

17. Tenant shall comply with all safety, fire protection and evacuation regulations established by Landlord or any applicable governmental agency
18. The Tenant shall not put up nor operate any engine, boiler, dynamo or machinery of any kind, nor carry on any mechanical business in said Premises nor place any explosive therein, nor use any kerosene or oils or burning fluids in the Premises without first obtaining written consent of the Landlord
19. Tenant assumes all risks from theft or vandalism to the Premises and agrees to keep the Premises locked as may be required.
20. No sign, placard, picture, name, advertisement or notice visible from the exterior of any tenant's Premises shall be inscribed, painted, affixed or otherwise displayed by any tenant on any part of the Building without the prior written consent of Landlord. Landlord will adopt and furnish to tenants general guidelines relating to signs inside the Building.

Tenant agrees to conform to such guidelines. All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of Tenant by a person approved by Landlord. Material visible from outside the Building will not be permitted.
21. The Landlord is responsible for all snow removal, including the loading deck area. The Tenant shall assist in snow removal and salting of customer entrance during business hours.
22. Each tenant shall ensure that the doors of its Premises are closed and locked and that all water faucets, water apparatus and utilities are shut off before Tenant and Tenant's employees leave the Premises so as to prevent waste or damage, and for any default or carelessness in this regard, Tenant shall make good all injuries sustained by other tenants or occupants of the Building or Landlord. On multiple-tenancy floors, all tenants shall keep the doors to the Building corridors and stairs closed at all times except for ingress and egress
23. Unless otherwise explicitly provided in its lease, no Tenant shall install any radio, television or other data transmission antenna, satellite dish, loudspeaker or other device on the roof or exterior walls of the Building. No TV, radio or recorder shall be played in such a manner as to cause a nuisance to any other tenant
24. Canvassing, soliciting, distribution of handbills or any other written material and peddling in the Building are prohibited, and each tenant shall cooperate to prevent the same.
25. Landlord reserves the right to waive any one of these rules or regulations, and/or as to any particular tenant, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such tenant.
26. These Rules and Regulations are in addition to and shall not be construed to in any way modify or amend, in whole or in part, the agreements, covenants, conditions and provisions of any lease of Premises in the Building.
27. Landlord reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the Building and its occupants. Landlord shall provide Tenant with copies of any new and/or modified rules or regulations prior to the effective date thereof. Tenant agrees to abide by these and such other rules and regulations
28. Parking: Landlord shall have the right to designate and restrict the areas available within the property for the parking of vehicles by Tenant, its employees, agents, visitors and invitees. No overnight parking will be allowed, unless allowed in tenant lease.

29. Tenant shall be responsible for the compliance with these rules and regulations by the employees, agents, customers and invitees of Tenant.

All business owners/employees will park in the front lot, leaving clients/customers opportunity to park near the building. There will be no assigned spaces, unless Landlord assigns. Tenants will keep an inventory of employee vehicles.

ATTACHMENT C

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cheeseman Insurance Inc. dba Cheeseman Insurance Group 84 Pine St, Suite 602 Burlington, VT 05401	CONTACT NAME:		
	PHONE (A/C, No, Ext): (802) 861-4800 FAX (A/C, No): (802) 861-4801		
	E-MAIL ADDRESS: info@cheesemaninsurance.net		
INSURED Mirabelles, Inc 198 Main Street Burlington, VT 05401	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Acuity Insurance Company		14184
	INSURER B: The Hartford		11000
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X		ZE1892	10/15/2019	10/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			ZE1892	10/15/2019	10/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			ZE1892	10/15/2019	10/15/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y ☐ N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		04WECEK9873	9/27/2019	9/27/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Burlington, Vermont is listed as Additional Insured in regards to the General Liability Policy. This policy contains a 15 day notice of cancellation for Non-Payment and a 30 notice for all other reasons.

CERTIFICATE HOLDER

CANCELLATION

City Of Burlington
149 Church ST
Burlington, VT 05401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ATTACHMENT D

Lessor & Lessee Agreed Upon Improvements

Lessor Improvements

- Remove mezzanine
- Remove Reznor heater
- Remove mini-split
- Remove roof access and patch roof
- Repair first overhead door, next to entry door and keep fifth overhead door
- Provide new 10 ton packaged HVAC system, including branch gas line, electrical, startup, and insulated duct to interior. Unit to be located on east side of building per Brad Rabinowitz plan, attached hereto.
- Provide pad and ice and snow protection for HVAC Unit and two new Lessee-supplied condensers.
- Sheetrock remaining overhead doors
- Install windows and put siding around area where window was replaced
- Clean up electrical from demolition and remove any related construction debris from demolition/fit up
- Patch, tape and paint existing sheetrock, where roof access is removed, and at other roof or wall openings that are not part of new plan.
- Provide required separations from adjacent tenants
- Remove any unnecessary electrical
- Provide communal trash and recycling receptacle on east side of the building adjacent to the Leased Premises, with method of billing Tenants based on use.
- Add Lessee sign to outdoor tenant listing board, design to be provided by Lessee
- Obtain any required permits in connection with Lessor's improvements

Lessee Improvements

- Install grease trap, hood/ansul system, as determined by Lessee
- Repair and seal floor, and add floor drains if necessary
- New waterline
- New gas line from the meter to the Leased Premises
- Wastewater permit amendment
- Drop ceiling, as required by State of Vermont Health inspector
- Associated interior HVAC, plumbing, sprinkler, electrical, and other work not specified as Lessor work above
- New lighting
- Addition of 1 ADA bathroom, if needed
- Obtain any required permits in connection with Lessee's improvements

986494.1

Board of Finance and City Council Submission ChecklistDepartment: Airport Submitter: J. WaiteTitle/Subject: Airport Lease Amendment; Mirabelle's Bakery

	Approval:	Meeting Date:
☒	Board of Finance	9/9/2024
☒	City Council	9/9/2024
☐	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	8/9/2024	N. Longo
Mayor's Office informed and approved memo	Yes	8/19/2024	E. 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	Yes	8/19/2024	K. Sturtevant
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CAO has reviewed budget, financing, and memo	Yes	8/9/2024	K. Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



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

From: Marie Friedman, CPA, Director of Finance
Nicolas Longo C.M., Director of Aviation

Date: September 9, 2024

Subject: Request for Approval of a \$135,986 Budget Neutral Amendment to the Fiscal Year 2024 Patrick Leahy Burlington International Airport

Request

The Patrick Leahy Burlington International Airport (Airport) seeks approval and authorization for a Budget neutral amendment in the amount of \$135,986 to the Fiscal Year 2024 BTV budget.

Summary

Background:

Airport Expenditures

The Airport is seeking to amend the following expenditure accounts. During our final review of the Fiscal Year 2024 expenditures it was noted that there are six accounts that are over budget. This budget amendment seeks to increase the budgets of these accounts by reducing other expense budget line items. This request is budget neutral. These changes are described below:

Utilities – Electric and Gas expense: The Airport experienced higher electricity cost in the terminal building compared to the budget. The Airport terminal also had slightly higher gas utility cost. Utility cost in the other Airport cost centers was under budget and therefore a shift in budget funds is requested. *Terminal Cost Center Expense utility increase request is \$53,206. Other Airport cost center utility decreases request is \$53,206.*

Repair and Maintenance Runway & Taxiway: The airport ended fiscal year 2024 slightly over budget in the runway and taxiway expense category due to additional necessary repairs. Therefore we request to amend this line item by using available budgeted funds in the airfield cost center repair and maintenance buildings line item. *Increase request is \$4,093 to Runway & Taxiway with a corresponding decrease to buildings in the same amount.*

Professional and Consultant Services: The Airport airfield and terminal cost center professional and consulting services incurred higher costs than originally budgeted. There were multiple projects which needed specialized consulting services. Therefore a budget amendment is required. The garage cost center repair and maintenance buildings was under budget due to a large repair not being fully completed during the fiscal year therefore making these funds available. *Increase request is \$78,313 to professional and consultant services, decrease to repair and maintenance buildings \$78,313.*

Insurance Vehicles: The airport needs to add additional budget funds to the Terminal cost center insurance vehicles. This account was very slightly over budget. The garage cost center repair and maintenance buildings was under budget due to a large repair not being fully completed during the fiscal year therefore making these funds available. *Increase request for this item is \$374, decrease to repair and maintenance buildings is \$374.*

Budget Amendment

The Summary below show all expenditure accounts in this proposed airport budget amendment.

Org Set	GL Account	Account Name	Increase / (Decrease)
Expense - Increases			
400-35-430	6400_100	Utilities - Electric Terminal Cost Center	\$ 51,113
400-35-430	6400_105	Utilites - Gas - Terminal Cost Center	\$ 2,093
		Sub-total Utilities Accounts	\$ 53,206
400-35-431	6300_181	Repair & Maintenance Runway & Taxiway	\$ 4,093
		Sub-total Repairs and Maintenance	\$ 4,093
400-35-431	6500_118	Professional and Consultant Services	\$ 75,963
400-35-000	6500_118	Professional and Consultant Services	\$ 2,350
		Sub-total Professional and Consultant Services	\$ 78,313
400-35-430	7230_100	Insurance Vehicle	\$ 374
		Sub-total Insurance Account	
		Increases to Expenses	\$ 135,986
Expense - decreases			
400-35-431	6400_100	Utilities - Electric Airfield Cost Center	\$ (8,089)
400-35-433-600	6400_100	Utilities - Electric Garage Cost Center	\$ (7,857)
400-35-434	6400_100	Utilities - Electric Other Properties Cost Center	\$ (12,483)
400-35-431	6400_105	Utilites - Gas Airfield Cost Center	\$ (15,458)
400-35-433-600	6400_105	Utilites - Gas - Garage Cost Center	\$ (9,319)
		Sub-total Utilities Accounts	\$ (53,206)
400-35-431	6300_170	Repair & Maintenance Buildings	\$ (4,093)
400-35-433-600	6300_170	Repair & Maintenance Buildings	\$ (78,313)
400-35-433-600	6300_170	Repair & Maintenance Buildings	\$ (374)
		Decreases to Expenses	\$ (135,986)

Motions

The Airport respectfully request the Board of Finance to approve the following motion:

Board of Finance:

1. "To approve and recommend that the City Council approve a budget neutral amendment in the amount of \$135,986 to the Fiscal Year 2024 Patrick Leahy Burlington International Airport budget by modifying the accounts as described in the affiliated memorandum."

City Council:

1. "To approve a budget neutral amendment to the Fiscal Year 2024 Patrick Leahy Burlington International Airport budget in the amount of \$135,986 by modifying the accounts as described in the affiliated memorandum."

Board of Finance and City Council Submission ChecklistDepartment: Airport Submitter: J. WaiteTitle/Subject: FY2024 Budget Neutral Amendment

	Approval:	Meeting Date:
☒	Board of Finance	9/9/2024
☒	City Council	9/9/2024
☐	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	8/23/2024	N. Longo
Mayor's Office informed and approved memo	Yes	9/4/2024	E. 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	8/30/2024	K. Sturtevant
CAO has reviewed budget, financing, and memo	Yes	8/30/2024	K. Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

BPRW and BCA

MEMORANDUM

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

FROM: Cindi Wight, Director, Burlington Parks Recreation and Waterfront
Doreen Kraft, Director, Burlington City Arts

CC: Colin Storrs, Public Art and Grants Program Manager

DATE: 9/9/24

SUBJECT: Authorization to Accept a Work of Public Art from the Parks Foundation to the City.

REQUEST

The Burlington Parks Recreation and Waterfront (BPRW) and Burlington City Arts (BCA) seeks City Council authorization to accept the donation of a work of Public Art and accompanying cash donation from the Parks Foundation, and for the Director of BPRW, their assignee, or their successor to execute all documents necessary to accept the funding, subject to the final review and approval of the City Attorney's Office and Chief Administrative Officer.

EXECUTIVE SUMMARY

Background:

In Summer 2024, donors Barbara and Jay White approached the Parks Department with a request to gift a public artwork created by Ryan Mays to the City, and desire to install the artwork at Perkins Pier. The work is of bronze two river otters on a pair of natural stone boulders, further described in attachment A

The donors were provided with the Art in Public Places Guidelines and followed the prescribed process for gifts of artwork, which include providing a full proposal with images, narrative and a budget for review by the receiving department and BCA's Public Art Committee, a subcommittee of the BCA Board of Advisors (see Attachment A). Given that BPRW was supportive of receiving this work for the desired location, the donors elected to supply the Parks Foundation with the funds to commission the work, cover the cost of having the Parks Maintenance team complete the site preparation, and a Public Art Maintenance endowment equal to 15% of the value of the artwork per the Art in Public Places Guidelines.

The Parks Foundation will coordinate with the donor and the artist to complete the sculpture, and when completed, gift the work to the City. If the gift is accepted, the City will prepare the site for the piece by creating an accessible, crushed gravel pad for the sculpture in coordination with the artist to ensure timely delivery.

The Public Art Committee reviewed and made a motion to recommend the acceptance of the gift during their 7/31/24 public meeting.

Project Funding:

The project will be funded in full by the Parks Foundation. The Foundation will gift the City the Work valued at \$32,200, and provide the City with a cash grant to fund the site preparation cost of \$835, and a Public Art Maintenance endowment of \$4,830. [807 Art-Public Art-Maintenance - 807 Art, Public Art 1%, Maintenance] upon delivery of the sculpture. Per the donor's request, the maintenance endowment will be paid in 2025.

Department Contact:

If you have any questions, please contact Colin Storrs at cstorrs@burlingtoncityarts.org or (802) 540-8376.

ATTACHMENT

- A. Gift Summary
- B. Public Art Committee Recommendation to Approve and Accept Gift Date July 31, 2024
- C. Letter of Support - Burlington Parks Recreation and Waterfront

MOTIONS

The Burlington Parks Recreation and Waterfront (BPRW) and Burlington City Arts (BCA) respectfully requests the Board of Finance and City Council approve the following motions:

Board of Finance

“To approve and recommend that the City Council authorize the Director of BPRW to accept a Public Art donation as described in Attachment A with a total value of \$37,865 from the Parks Foundation, and to execute all necessary documents thereto upon final review and approval of the Chief Administrative Officer and the City Attorney's Office.”

City Council

“To approve and authorize the Director of BPRW to accept a Public Art donation as described in Attachment A with a total value of \$37,865 from the Parks Foundation, and to execute all necessary documents thereto upon final review and approval of the Chief Administrative Officer and the City Attorney's Office.”

Thank you for your continued support.

ATTACHMENT A: Gift Summary

Summery:

In Summer 2024, Barbara and Jay White approached the Parks Department with a gift to the City of a work of public art, created by Ryan Mays, with the intention of installing it in Perkins Peir. Prior to reaching out, the donors commissioned the artist to create a mock-up of a pair of otters entwined on a boulder with the intention of providing this work to the City.

The Donors were provided with the Art in Public Places Guidelines and agreed to follow the prescribed process. The donors have agreed to supply the Parks Foundation with the funds to commission the work, cover the cost of having the Parks Maintenance team complete the site preparation, and a Public Art Maintenance endowment as stipulated in the guidelines.

The Parks Foundation will coordinate with the donor and the artist to complete the sculpture, and when completed, gift the work to the City. The City has agreed to prepare the site for the piece by creating an accessible, crushed gravel pad for the sculpture in coordination with the artist to ensure timely delivery.

Gift Value:

The Value of the artwork is \$32,200, which includes artist payment, fabrication, and installation costs. The Donors will contribute an additional \$835 for site preparation costs, and \$4,830 for a maintenance endowment provided to the Public Art program. The Parks Foundation will provide the city with a gift of physical work of art and \$5,665 cash for the aforementioned costs. The Foundation will retain a \$1,171.08 administrative fee. The donors have requested to paid the maintenance endowment in calendar 2025.

Material:

The Donor has included images of the artist's maquette as the work is still in process (included at the end of the document), the final piece will be cast bronze and attached to the rocks via epoxied pins. Artist selected the rocks at a Vermont quarry with the intention that they would match the rocks already present at the accessible playground at Oakledge Park. The images include people for scale.

City Department Support:

Cindi Wight has supplied a letter of support from the BPRW.

Construction Documents:

While Construction documents are not present, they were deemed unnecessary as there was no built foundation only site preparation that was coordinated between the artist and the City. The donors, artist, and city partners met on site to discuss the necessary site preparation necessary to ensure the work was properly situated, accessible, and met the donor's location desires. The Parks Department will remove the turf in the designated location and install 3 inches of fine crushed gravel.

Recommended Maintenance Plan:

The materials require minimal maintenance and are not subject to wear and tear. The bronze, stainless steel, and stone should withstand the weather and elements for the required 25 years in good order. Graffiti will be dealt with on a case-by-case basis by the city if it arises.

Image #1: Maquette



Image #2: Maquette



Image #3: Maquette with People for Scale



Note: The third small stone will not be included

Image #4: Location





To: Burlington City Arts - Doreen Kraft, Executive Director
From: Burlington City Arts - Public Art Committee
Date: July 31, 2023
Re: Artwork Gift - Recommendation to Approve and Accept

Dear Doreen:

Reference is hereby made to the City of Burlington Art in Public Places Guidelines and Policies (the "Guidelines"). Capitalized terms used herein, but otherwise undefined, shall have the meanings ascribed to them in the Guidelines.

On July 31, 2024, the Public Art Committee of the BCA Board of Advisors (the "Committee") met to discuss, among other things, the proposed gift of Artwork described on Exhibit A attached hereto (the "Gift"). Based on the information presented to the Committee, the Committee agreed that the Gift meets the criteria for Selecting Artists and Artwork as outlined in Section V of the Guidelines. Accordingly, the Committee voted to recommend the approval and acceptance of the Gift pursuant to Section VI.B.2 of the Guidelines.

As always, thank you for your advancement of BCA's mission and public art planning and projects – your leadership and efforts are very much appreciated!

Sincerely,

Burlington City Arts Board of Advisors

A handwritten signature in black ink, appearing to read "Patrick Shank".

Patrick Shank, Chairperson – Public Art Committee

EXHIBIT A

Description of Gift

[Removed for Clarity: see Attachment A:Gift Proposal]



7/30/24

To whom it may concern,

The Burlington Parks Recreation and Waterfront confirms their support of the receipt of the Public Art Gift of two bronze otters by Ryan Mays from the Parks Foundation as proposed.

Thank you,


Cindi Wight

Board of Finance and City Council Submission ChecklistDepartment: Parks Recreation and Waterfront Submitter: Colin Storrs – Burlington City ArtsTitle/Subject: Authorization to Accept a Work of Public Art from the Parks Foundation to the City.

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	9/9/2024

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	8/6/2024	Cindi Wight
Mayor's Office informed and approved memo	Yes	8/7/2024	Erin Jacobsen
Board/Commission, if required	Yes	7/31/2024	Public Art Committee
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	8/6/2024	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	8/22/2024	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?	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: Burlington Board of Finance and City Council

From: Darren Springer, General Manager
Emily Stebbins-Wheelock, CFO and Manager of Strategy & Innovation
James Gibbons, Director of Policy & Planning

Date: September 9, 2024

Subject: BED U.S. Department of Energy Grid Resilience & Innovation Partnership grant

Burlington Electric Department (BED) respectfully requests that the Board of Finance and City Council approve BED's acceptance of a U.S. Department of Energy Grid Resilience & Innovation Partnership grant in the amount of \$1,158,695 to support thermal load control and peak reduction in both residential and commercial buildings. As discussed in our April 22, 2024 memo to the Board and Council requesting approval of a pilot heat pump bill credit and commercial demand response program, the grant will support provision of hardware, software, and devices to support controls and monitoring for heat pump and other electric heating devices for residential and commercial customers. The grant requires a 50% cost share from BED over the three-year performance period, with much of this coming from in-kind labor/personnel time. The FY25 portion of the BED cost share has been considered and included in BED's FY25 budget. As part of the project, BED is committed to supporting workforce development in partnership with ReSource and Vermont Works for Women and ensuring that at least 40% of project benefits flow to disadvantaged communities. BED will partner with various community organizations, including Champlain Housing Trust, Cathedral Square Corporation, Burlington Housing Trust, CVOEO, CEDO, the Association of Africans Living in Vermont, and the 2030 District to conduct community outreach and ensure community engagement in the project.

The grant agreements are undergoing review by the City Attorney's Office. Please do not hesitate to contact us with any questions.

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

Motions:Board of Finance

To approve and recommend the City Council approve and authorize the BED General Manager or their designee, subject to final review and approval by the City Attorney's Office, to accept and execute the grant agreement for U.S. Department of Energy Award DE-GD0000904.

City Council

To approve and authorize the BED General Manager or their designee, subject to final review and approval by the City Attorney's Office, to accept and execute the grant agreement for U.S. Department of Energy Award DE-GD0000904.

Board of Finance and City Council Submission Checklist

Department: BED Submitter: Darren Springer

Title/Subject: BED U.S. Department of Energy Grid Resilience & Innovation Partnership grant

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	9/9/2024

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	8/30/2024	Darren Springer
Mayor's Office informed and approved memo	Yes	9/5/2024	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	NA	Approval subject to final review by City Attorney's Office, Kim Sturtevant
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	9/4/2024	Kim Sturtevant
CAO has reviewed budget, financing, and memo	Yes	9/4/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	No	Contract under review by City Attorney's Office
Additional Materials, if necessary	N/A	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Motions included in memo
If for submission to Council, are sponsors identified?	Yes	Board of Finance



Burlington Fire Department

136 South Winooski 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
From: Michael LaChance – Fire Chief
Date: Board of Finance 09/09/24; City Council 09/09/24
Re: Acceptance of grant funding AFG

I request your approval to accept a funding grant awarded to the Burlington Fire Department. The Assistance to Firefighters Grant (AFG), provided by FEMA, totals \$222,060.00 and is specifically designated to enhance our fire department's training programs to include live fire training.

The funds will be used to conduct live fire training based explicitly on the Fire Safety Research Institute's fire dynamics, which the newest information and technology has allowed us to learn. We are planning a three-phased approach to this training. First, we will conduct an Advanced Fire Behavior/Flashover class with burns. Secondly, we will conduct live fire training within an NFPA 1403 burn building to replicate fire behavior conditions and the impact certain fire tactics have on those conditions. Lastly, we will conduct live fire training evolution for multi-unit response, including all aspects of fire ground operations. We have highlighted tactics we have learned and will incorporate into our new operational guidelines. The ultimate benefit is to train and refresh all of our firefighters in the tactical decision-making of structural firefighting so that they can be prepared and as competent as possible to operate in these dangerous and dynamic environments. These improvements will significantly enhance the skills and preparedness of our firefighters, ultimately leading to improved safety and service for our community.

Accepting this grant will benefit the fire department's training budget financially, with a match cost to the department training budget not exceeding \$20,187.28 or 10% of the awarded amount. This burden will be spread between FY25 and FY26. This funding will allow us to pursue training initiatives that would otherwise be unattainable due to budget constraints.

I respectfully request the Board of Finance's recommendation and the City Council's approval to accept this grant. The grant agreement is attached for your review. We believe this opportunity will greatly benefit our fire department and the community, potentially saving lives and protecting property.

Thank you for your consideration. I sincerely appreciate your time and attention to this matter. I look forward to your positive response and am available to provide any further information you may require.

Motion Board of Finance:

Move to approve and recommend that the City Council authorize the Burlington Fire Department to accept a grant from FEMA in furtherance of enhancing and expanding the department's training programs in the area of firefighting, in the amount of \$222,060.00, obligating the City to a 10% local match in an amount not to exceed \$20,187.28, subject to final review by the Chief Administrative Officer; and, further authorize the Chief Engineer to execute a grant agreement with FEMA to accept such funds, subject to review by the City Attorney's Office. .

Motion City Council:

Move to approve and authorize the Burlington Fire Department to accept a grant from FEMA in furtherance of enhancing and expanding the department's training programs in the area of firefighting, in the amount of \$222,060.00, obligating the City to a 10% local match in an amount not to exceed \$20,187.28, subject to final review by the Chief Administrative Officer; and, further authorize the Chief Engineer to execute a grant agreement with FEMA to accept such funds, subject to review by the City Attorney's Office.

Attachment (1) Award letter

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 07/15/2024



Troy Ruggles
BURLINGTON FIRE DEPARTMENT
136 S WINOOSKI AVE
BURLINGTON, VT 05401

EMW-2023-FG-06383

Dear Troy Ruggles,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2023 Assistance to Firefighters Grant (FG) Grant funding opportunity has been approved in the amount of \$201,872.72 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$20,187.28 for a total approved budget of \$222,060.00. Please see the FY 2023 FG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2023 FG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink that reads "P. Williams".

PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2023 Assistance to Firefighters Grant

Recipient: BURLINGTON FIRE DEPARTMENT

UEI-EFT: KKC6H5C6Z775

DUNS number: 831368092

Award number: EMW-2023-FG-06383

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2023 Assistance to Firefighters Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$158,760.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual	\$63,300.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$201,872.72
Non-federal	\$20,187.28
Total	\$222,060.00
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2023 FG NOFO.

Approved request details:

Training

~~Consumables to Support Training during Period of Performance~~

Ineligible

DESCRIPTION

Provide bag lunches for members while in training. Allows for better time management of the training day while members don't have to leave site. \$17.50 per person, 30 members per day @ \$525.00 per day for nine days of training equals to \$4725.00.

QUANTITY	UNIT PRICE	TOTAL
270	\$17.50	\$4,725.00

BUDGET CLASS

Supplies

CHANGE FROM APPLICATION

Item marked ineligible

JUSTIFICATION

The award reflects a reduction from the amount requested in the application. This reduction removes ineligible costs for Meals requested in the application.

Classroom

DESCRIPTION

The cost of the use of the Burn pad, Flashover trailer, Burn Building, apparatus and staff at the Vermont Fire Academy. this works out to \$6240.00 per day for live fire at the VFA for \$37440.00 and six days of flashover trailer @ \$2500.00 per day for 6 days equaling \$15000.00

QUANTITY	UNIT PRICE	TOTAL
1	\$52,440.00	\$52,440.00

BUDGET CLASS

Contractual

Classroom

DESCRIPTION

cost of OT/backfill for all 90 members to attend this training. To cover the OT for off duty shifts to participate in all 3 days for three shifts equals 1260 hours per shift which equals 3780 hours of overtime at the rate of \$42.00 per hour.

QUANTITY	UNIT PRICE	TOTAL
3,780	\$42.00	\$158,760.00

BUDGET CLASS

Personnel

CHANGE FROM APPLICATION

Description changed

JUSTIFICATION

The award reflects a change in a line-item description to clarify that eligible personnel costs are backfill and/or overtime (not salaries or benefits including fringe).

Consumables to Support Training during Period of Performance

DESCRIPTION

Charter bus transportation for our members to travel 1.5 hours to fire academy as a shift for purposes of logistics and accountability. The Bus would transport down and back over six days at a fee of \$1810.00 per day or \$10860.00

QUANTITY	UNIT PRICE	TOTAL
1	\$10,860.00	\$10,860.00

BUDGET CLASS

Contractual

Agreement Articles

Program: Fiscal Year 2023 Assistance to Firefighters Grant

Recipient: BURLINGTON FIRE DEPARTMENT

UEI-EFT: KKC6H5C6Z775

DUNS number: 831368092

Award number: EMW-2023-FG-06383

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Article 1**Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications**

I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

Article 2**General Acknowledgements and Assurances**

Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance. V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3	Acknowledgement of Federal Funding from DHS Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.
Article 4	Activities Conducted Abroad Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.
Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
Article 8	Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

Article 9	Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
Article 10	Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.
Article 11	Debarment and Suspension Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 12	Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 13	Duplicative Costs Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 19.
Article 15	E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.
Article 16	Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 17	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 18	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 19	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

Article 20	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 21	Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.
Article 22	John S. McCain National Defense Authorization Act of Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.
Article 23	Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article 24**Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 25**National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 26**Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 27**Non-Supplanting Requirement**

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article 28	Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
Article 29	Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.
Article 30	Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 31	Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 32	Reporting of Matters Related to Recipient Integrity and Performance If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

Article 33**Reporting Subawards and Executive Compensation**

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 34 Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. **Waivers** When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. **Definitions** The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 35	SAFECOM Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment CISA.
Article 36	Terrorist Financing Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.
Article 37	Trafficking Victims Protection Act of 2000 (TVPA) Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.
Article 38	Universal Identifier and System of Award Management Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.
Article 39	USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
Article 40	Use of DHS Seal, Logo and Flags Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
Article 41	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

Article 42**Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at:

<https://www.fema.gov/grants/guidance-tools/environmental-historic>. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43**Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 44**Acceptance of Post Award Changes**

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article 45**Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article 46**Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 47**Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 48**Award Performance Goals**

FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Obligating document

1. Agreement No. EMW-2023-FG-06383	2. Amendment No. N/A	3. Recipient No. 036000410	4. Type of Action AWARD	5. Control No. WX03513N2024T		
6. Recipient Name and Address BURLINGTON FIRE DEPARTMENT 136 S WINOOSKI AVE BURLINGTON, VT 05401		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Troy Ruggles		9a. Phone No. 802-6581491	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program		10a. Phone No. 1-866-274-0960	
11. Effective Date of This Action 07/15/2024	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 07/22/2024 to 07/21/2026 Budget Period 07/22/2024 to 07/21/2026		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
FG	97.044	2024-F3-GB01 - P410-xxxx-4101-D	\$0.00	\$201,872.72	\$201,872.72	\$20,187.28
Totals			\$0.00	\$201,872.72	\$201,872.72	\$20,187.28
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
Troy Ruggles	07/29/2024
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
PAMELA WILLIAMS, Assistant Administrator, Grant Programs	07/15/2024

Board of Finance and City Council Submission Checklist

Department: Fire Submitter: M. LaChance

Title/Subject: Acceptance of AFG grant for training

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☐	Concurrent	9/9/2024

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	8/28/2024	M. LaChance
Mayor's Office informed and approved memo	Yes	8/30/2024	E. 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	8/30/2024	H. McClenahan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	8/30/2024	H. McClenahan
CAO has reviewed budget, financing, and memo	Yes	8/29/2024	K. Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	Yes	Awards package document
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.



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: September 9, 2024

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

Assessment and Projections

• Current Status of FY2024 Actuals

- All external transactions have occurred and been accounted for (ie. Local Option, Gross Receipts, Property Tax Payments, etc.). The final accounting yet to occur is as follows:
 - ARPA and Capital Fund Transfers: \$1,403,581
 - CARES Act and ARPA Grant Revenue: \$681,703
- Each of these items is being addressed through the CT office and the 2024 audit process. Once completed, it should result in a \$58,481.57 General Fund deficit (-0.057%) in FY2024:
 - Projected Revenues: \$96,947,254.40
 - Projected Expenditures: \$97,005,735.97

Revenue Category	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget- YTD Transactions	%	Projected Revenue	Prior Year Total
Tax & Tax Equivalents	66,636,101.00	35,000.00	66,671,101.00	66,370,551.02	300,549.98	100%	66,370,551.02	62,955,557.03
PILOT, Dev Fees, FFS	8,033,488.00	25,000.00	8,058,488.00	7,783,607.49	274,880.51	97%	7,783,607.49	7,428,737.85
Property Taxes	48,037,613.00	-	48,037,613.00	48,450,692.36	(413,079.36)	101%	48,450,692.36	45,349,605.68
Sales Tax Equivalents	10,565,000.00	10,000.00	10,575,000.00	10,136,251.17	438,748.83	96%	10,136,251.17	10,177,213.50
Ancillary	5,517,326.00	(775,478.00)	4,741,848.00	5,647,963.71	(906,115.71)	102%	5,647,963.71	6,227,028.20
Fines & Penalties	1,853,000.00	-	1,853,000.00	2,072,762.40	(219,762.40)	112%	2,072,762.40	1,716,733.63
Investments & Savings	1,631,678.00	(186,794.00)	1,444,884.00	2,294,729.25	(849,845.25)	141%	2,294,729.25	3,374,500.28
Leases & Rent	1,018,146.00	7,000.00	1,025,146.00	1,174,227.15	(149,081.15)	115%	1,174,227.15	1,075,928.00
Miscellaneous	1,014,502.00	(595,684.00)	418,818.00	106,244.91	312,573.09	10%	106,244.91	59,866.29
Charity	3,551,506.36	1,228,602.00	4,780,108.36	4,007,934.58	772,173.78	113%	4,689,637.95	3,029,441.32
Contributions, Donations, Gifts	905,750.00	147,331.00	1,053,081.00	905,187.29	147,893.71	100%	905,187.29	912,503.21
Foundations & Grants	2,645,756.36	1,081,271.00	3,727,027.36	3,102,747.29	624,280.07	117%	3,784,450.66	2,116,938.11
Direct	13,404,338.00	129,914.00	13,534,252.00	12,464,074.31	1,070,177.69	93%	12,464,074.31	12,569,332.54
FFS & Sales	13,404,338.00	129,914.00	13,534,252.00	12,464,074.31	1,070,177.69	93%	12,464,074.31	12,569,332.54
Non-Receipts	12,055,149.58	(763,155.00)	11,291,994.58	6,371,746.41	4,920,248.17	53%	7,775,027.41	7,278,902.07
Budget Balancing	4,784,424.00	(1,113,750.00)	3,670,674.00	-	3,670,674.00	0%	-	3,503.88
Intra-City Xfers	7,270,725.58	350,595.00	7,621,320.58	6,338,229.43	1,283,091.15	87%	7,741,510.43	7,257,789.69
Pass-Through	-	-	-	33,516.98	(33,516.98)	0%	33,516.98	17,608.50
Grand Total	101,164,420.94	(130,117.00)	101,034,303.94	94,865,943.03	6,157,033.91	94%	96,947,254.40	92,060,261.16
Expense Category	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget- YTD Transactions	%	Projected Expense	Prior Year Total
Personnel Services	61,541,876.73	(238,510.00)	61,303,366.73	60,834,012.63	469,329.00	99%	60,834,012.63	56,166,012.28
Capital Equipment	547,737.00	79,359.00	627,096.00	322,278.60	258,621.95	59%	322,278.60	958,415.80
General Operating	15,998,375.00	2,344.00	16,000,719.00	13,255,081.99	2,308,370.94	83%	13,255,081.99	13,697,524.51
Regional Programs	4,046,123.00	23,950.00	4,070,073.00	3,387,447.69	682,625.31	84%	3,387,447.69	3,419,777.91
Debt Service	7,097,110.00	-	7,097,110.00	7,194,896.18	(97,786.18)	101%	7,194,896.18	6,264,143.57
Interfund	11,933,200.00	10,000.00	11,943,200.00	12,012,018.88	(68,818.88)	101%	12,012,018.88	12,303,509.28
Total	101,164,421.73	-122,857.00	101,041,564.73	97,005,735.97	3,552,342.14	96%	97,005,735.97	92,809,383.35
							(58,481.57) Operating Surplus/(Deficit)	

General Fund Assigned and Unassigned Fund Balance

The FY2024 budget assumed the use of \$2,025,000 of Assigned General Fund balance. As it is not a direct revenue, we do not account for it as such (see the "Budget Balancing" line in the chart above). However, as Assigned fund balance signifies revenues collected in a previous fiscal year, we can present the FY2024 General Fund Budget as follows:

(58,481.57)	Operating Surplus/(Deficit)
2,025,000.00	Assigned GF Fund Balance
1,966,518.43	FY24 Surplus/(Deficit)

In plain English, we've collected enough in new revenue in FY2024 to free up \$1,966,518 of Assigned General Fund Balance. This surplus can either be directed to our reserves and/or used to ease the pressure on the FY2025 budget.

FY2025 Update

Only two-months into FY2025, there is very little budgetary data that we can analyze in a meaningful way. We will provide a Q1 update after the September financials are closed. In lieu of a full FY25 General Fund report, we have identified one area of interest to report on now:

- BPD – Recruitment and Retention Budget to Actuals
 - In FY2022, per resolution, \$750,000 of GF Fund Balance was dedicated to the Police Rebuilding Fund to promote recruitment and retention of sworn officers. All of those funds were utilized for retention efforts by the department.
 - In FY2023, per resolution, another \$250,000 of GF balance was assigned for recruitment (sign-on bonuses, etc.). To date, all of those funds have been obligated, and expected to be expensed at the appropriate dates to pay the City's commitments to new recruits.
 - In the FY2025 budget resolution, \$100,000 of GF balance was assigned for further recruitment efforts, including professional media and promotional services. These efforts are currently under way and expected to be invoiced early on in this fiscal year.
 - There is no on-going balance of these funds that would be available for a different use.

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 and audit process.

Conclusion

As the final transfers and transactions are processed for FY2024, there is expected to be a negligible operating deficit in the General Fund. This information, taken together with the Assigned Fund balance that the City budgeted-but-did-not-expend, shows a healthy budget-to-actuals for FY24. There was sound budgeting and forecasting involved to come so close to balanced.

While having \$1.9M of available fund balance is mildly positive news, the economic realities of the current and upcoming year's budgets should temper excitement to utilize fund surplus for new initiatives. Much of the FY2025 revenue expectations are yet to be realized and more time is required in order to analyze those assumptions. It would be prudent to take our time to assess any actions resulting in additional spending at this time.

Glossary for Revenue Categories

Classes	Description																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														</
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Permitting and Inspections Department
645 A Pine St, PO Box 849
Burlington, VT 05402-0849
VOICE (802) 863-0442
FAX: (802) 652-4221

MEMO

Date: September 3, 2024

To: Board of Finance/City Council

From: William M. Ward, Director of Permitting and Inspections
Timothy Clancy, Human Resources Manager

CC: Katherine Schad, Chief Administrative Officer, Clerk/Treasurer's Office

Subject: Reclassification of one (1) DPI –Administrator position to Permit Tech

Executive Summary

We propose the reclassification and retitling of one (1) position in the Department of Permitting and Inspections (DPI) Trades Division as summarized below:

- Reclassification of Permitting and Inspections Administrator, a Regular, Full-time, Non-Exempt, AFSCME, Grade 14 position to Permit Technician, Trades Division, a Regular, Full-time, Non-Exempt, AFSCME, Grade 15 position.

Background for Reclassification

This reclassification and retitling is requested for these two primary reasons:

1. Enhanced Role: The DPI Administrator position was created in 2019 as the first point of contact for most customer requests. The reclassification of this position better represents the departmental mission of having a one-stop permitting system. The additional authority for basic permitting approvals and closures allows this position to expedite customer requests.
2. Employee Retention/Departmental Symmetry: In addition to this position there is one other full time staff member who greets customers in our lobby. That staff member is a Grade 15 Zoning Technician. This reclassification would elevate the second staff member to an equivalent status as a Trades Technician and recognize an existing staff member who has extraordinary competence in both customer service and trades permitting.

Specific Changes to the Job Description

The reclassified position has several enhanced responsibilities

- Provide detailed information and technical assistance for customers
- Coordinating with Trades inspectors on closing permits
- Process reconciliation of permit fees prior to closure of building and trades permits
- Troubleshoot complicated administrative matters

These changes will align the position to primarily support Trades Division customers to have a more seamless permitting experience. The added responsibilities in this reclassification will allow the Trades Division Inspectors to focus their efforts on larger projects and will maximize the division's ability to generate additional revenues

Financial Impact

The increase in salary is equal to \$3,460 annually. The overall budget impact is neutral due to expense savings this month from another department position that has yet to be filled.

Position Title	FY25 Budgeted Salary	Proposed Reclass Salary
DPI Administrator/ Trades Permit Technician	\$56,600	\$60,060

Proposed motions

Board of Finance Motion:

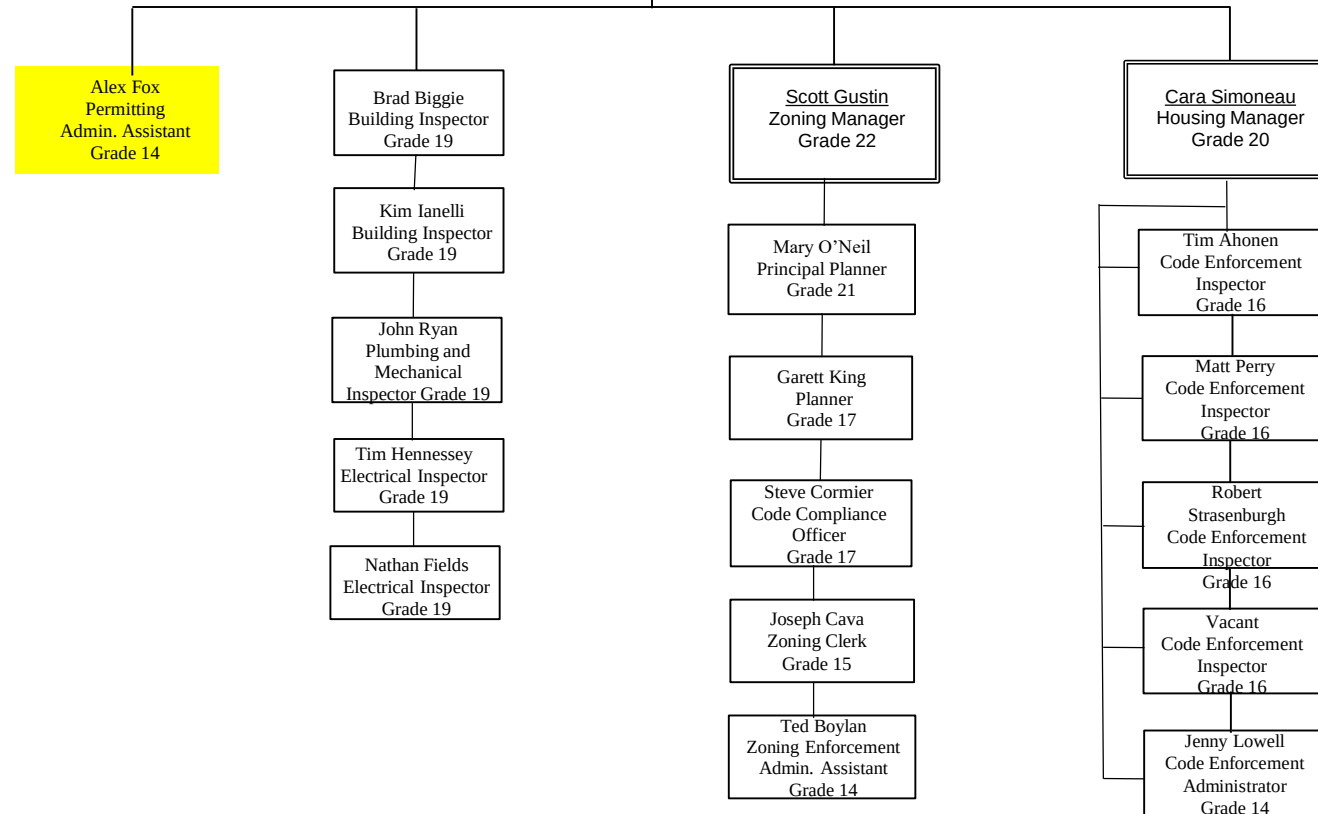
- To approve and recommend that the City Council approve the reclassification of the Department of Permitting and Inspections Administrator, a Regular, Full-time, Non-Exempt, AFSCME, Grade 14 position to a Permit Technician, Trades Division, a Regular, Full-time, Non-Exempt, AFSCME, Grade 15 position.

City Council Motion:

- To approve the reclassification of the Department of Permitting and Inspections Administrator, a Regular, Full-time, Non-Exempt, AFSCME, Grade 14 position to a Permit Technician, Trades Division, a Regular, Full-time, Non-Exempt, AFSCME, Grade 15 position.

Permitting and Inspections Department

William Ward
Director



City of Burlington Job Description

Position Title: ~~Permitting & Inspections Administrator~~Permit Technician - Trades

Department: Permitting and Inspections

Reports to: Director of Permitting and Inspections

Pay Grade: ~~44~~15

Job Code: ~~205??~~

Exempt/Non-Exempt: Non-Exempt

Union: AFSCME

Remote Work Rating: Tier 1

General Purpose: ~~This paraprofessional position is primarily responsible for assisting in the administration of the City's development regulations (with a focus on trades and building), and devotes a significant amount of time working closely with the public to provide customer service on permitting issues. A broad and diverse range of responsibilities include providing information and assisting the public and applicants with the permitting process with an emphasis on building and trades and coordinating with inspectors as to closing permits. Provides administrative and clerical support to the Department of Permitting and Inspections. In addition, this position is responsible for providing information and assistance to the public and applicants for permits. This position is distinguished from other administrative positions, as it is responsible for providing "Administrator" level office support.~~

Essential Job Functions: ~~This section outlines the fundamental job functions that must be performed in 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 the position.~~

Primary Responsibilities include:

- ~~Provide detailed information and technical assistance at the customer service counter, via email, and over the phone on subjects such as:~~
 - ~~Building and trades permit applications, fees, and submission requirements;~~
 - ~~Building and trades permit application review process and applicable regulations;~~
 - ~~Building and trade permit issues (and refer customers on to inspectors where necessary); and,~~
 - ~~Closing out building and trades permits.~~
- ~~Meet and greet walk-in and telephone customers, provide direct assistance at counter for customer inquiries, and respond to online customer requests.~~
- ~~Enter and maintain application data and fee information in the permit system and other record keeping systems in accordance with department procedures.~~

- Provide assistance at customer service counter taking in certificate of occupancy requests and building and trades permit applications.
- Enter and maintain permit system as necessary, including information as to property transfer and changes in use of properties.
- Process “Bianchi,” permit history, and public record requests.
- Process reconciliation of permit fees prior to closure of building and trades permits.
- Provide assistance to applicants including information needed to submit an application for a permit, and information pertaining to past permits. Explain the permitting process and how it pertains to properties and areas throughout the City.
- Enter and maintain permit application data and other related City and state permit information in the permit system and other record-keeping systems in accordance with department procedures.
- Process zoning certificate of compliance requests.
- Receive and resolve customer complaints for manager review.
- Troubleshoot complicated administrative matters.
- Maintain positive and collaborative working relationships with other City and non-City departments and agencies involved in the development review and permitting process.
- Maintain positive public relations in providing information, soliciting community input, and handling public concerns.
- Responsible for basic assistance with zoning permit applications and certificates of occupancy.
- At direction of manager, produce various reports from permitting system.
- Act as staff to the Burlington Board of Health, to include scheduling and warning meeting times and locations, preparation of agendas and associated meeting packets, organizing and gathering post meeting information as necessary, and prompt preparation and online posting of minutes.
- Ensure proper public notification of all public meetings of department supported boards and commissions in accordance with city and state requirements including maintenance of mailing lists, and preparation and distribution of agendas and public notices to applicants, property owners, media outlets, and interested parties in advance of meetings in accordance with department procedures.
- Schedule and secure accessible locations for all meetings of department supported boards and commissions and any associated subcommittees.
- Provide routine administrative support, including, but not limited to:
 - Process incoming and outgoing department mail;
 - Scheduling appointments;
 - Typing;
 - Photocopying; and,
 - Data entry.
- Maintain departmental records and filing systems, including maintenance of applicable permits, resolutions, ordinances, meeting minutes and other related material, in accordance with City retention requirements and storage schedule.
- Provide research support as may be requested by other department staff to research, compile and organize information from land records, surveys, maps, permits and other legal documents for various properties.

- ~~Record and deposit all department revenues in accordance with procedures established by the CAO's Office.~~
- ~~Preparing, recording, and processing department expense vouchers and interdepartmental transfers for payment of department in accordance with procedures established by the CAO's Office.~~
- ~~Researching and purchasing all office supplies in accordance with procedures established by the CAO's Office, and ensuring all general office supplies are maintained at appropriate levels.~~

Secondary Responsibilities may include:

- ~~Responsible for basic assistance with zoning applications.~~
- ~~In the absence of the zoning Permit Technician, be able to:~~
 - ~~Record official minutes at board meetings and prepare minutes for signature and distribution in accordance with department procedures.~~
 - ~~Review zoning permit applications for completeness and release zoning permits when complete.~~

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:Qualifications/Basic Job Educational / Professional Requirements:

- Bachelor's degree in urban planning, geography, architecture, landscape architecture, civil engineering, public administration, construction management, or a closely related field and one year of direct experience in development plan preparation and/or review, or zoning and/or building code administration is required.
- Additional experience may be substituted for a degree requirement on a two-for-one year basis; or
- ~~Associate's Degree in urban planning, geography, architecture, landscape architecture, civil engineering, public administration, construction management, or a closely related field and three years of direct experience in development plan preparation and/or review, or zoning and/or building code administration will also be considered, and five (5) years of experience in a customer service and/or office management/administration capacity is required. Additional experience may be substituted for a degree requirement on a two-for-one year basis.~~

Workplace Skills:

- Working knowledge of building code principles and practices, including pertinent specialties. Ability to obtain working knowledge of City development regulations (building, trades, and zoning), and pertinent state and local regulations and statutes.
- Ability to read and understand plans, blueprints, elevations, landscaping plans, construction detail submissions, specification sheets and other technical development documents.
- ~~Experience in land development, permitting, and/or government administration capacity is preferred.~~

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- ~~Ability to communicate effectively orally and in writing, and excellent interpersonal skills are required.~~
- ~~Ability to work independently and as part of the customer service team in a fast-paced, complex, detail-oriented office environment that features many repetitive tasks and strict deadlines.~~
- ~~Ability to interact professionally, and to establish and maintain positive relations with co-workers, supervisor, staff, public officials, general public, and other departments.~~
- ~~Ability to manage, and prioritize multiple initiatives, and to engage in collaborative decision-making.~~
- ~~Ability to apply tact and discretion in addressing controversial and emotionally charged issues.~~
- ~~Familiarity with municipal building standards, zoning ordinances, and related state statutes is preferred.~~
- ~~Interest in contributing to the City of Burlington, and improving the quality and effectiveness of governmental services.~~
- ~~Ability to learn and maintain knowledge of the Department's purpose, objectives, legal requirements, operations, policies, and procedures.~~
- ~~Ability to operate traditional office equipment including desktop and laptop computers and associated software, copiers, scanners, etc., accurately type a minimum of 60 words per minute, and troubleshoot common problems as necessary.~~
- ~~Some evening work is required to attend public meetings to take minutes (approx. one evening per month).~~
- 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.
- ~~Regular attendance is necessary and is essential to meeting the expectations of the job functions.~~ Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.

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. Upon request for a reasonable accommodation, the City may be able to adjust or excuse one or more of these requirements, depending on the requirement, the essential function to which it relates, and the proposed accommodation. The position works in a standard office environment; field work and site visits, as well as evening work, are not typically required.

x	seeing	x	ability to move distances within warehouses and offices
		<u>x</u>	<u>Ability to sit or stand at work station the duration of a shift</u>

x	color perception (red, green, amber)	x	lifting (specify 30 pounds)
x	hearing/listening	x	carrying (specify 30 pounds)
x	clear speech		climbing
x	touching	*	driving
x	dexterity x hand x finger		ability to mount and dismount forklift
	reading – basic		pushing/pulling
x	reading – complex		shift work
x	math skills – basic		moving objects
	math skills – complex		pressurized equipment
x	writing – basic		extreme heat
	writing – complex		extreme cold
x	analysis/comprehension		high places
x	judgment/decision making		noise
x	clerical		fumes/odors
x	inside		dirt/dust
	outside		hazardous materials
x	works alone		electrical equipment
x	works with others	x	mechanical equipment
x	face-to-face contact		
x	verbal contact w/others		

Supervision:

Directly Supervises: __0__

Indirectly Supervises: _____

Disclaimer:

The above statements are intended to describe the general nature and level of work being performed by employees to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties and/or skills required of all personnel so classified.

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Revised: December 15, 2014 / April, 2018. Revised November 2018. Revised September 2021. [Revised July 2024](#)
[November 2022.](#)

Board of Finance and City Council Submission ChecklistDepartment: Permitting and Inspections Submitter: William WardTitle/Subject: Reclassification of DPI Administrator position to Permit Tech

	Approval:	Meeting Date:
☐	Board of Finance	
☐	City Council	Click or tap to enter a date.
☒	Concurrent	9/9/2024

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	7/22/2024	Bill Ward
Mayor's Office informed and approved memo	Yes	9/4/2024	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	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	7/26/2024	Kim Sturtevant
CAO has reviewed budget, financing, and memo	Yes	7/26/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Yes	7/26/2024	Tim Clancy
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	Org Chart and Job Description
Draft Resolution or Motion?	N/A	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Yes	Submitted by Director Ward DPI



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

To: Board of Finance
City Council

From: Brian Pine, CEDO Director
Gillian Nanton, Assistant Director for Community Engagement, Neighborhoods & Workforce Development
Tim Clancy – Human Resources Manager

Date: September 9, 2024

Subject: Creation of the NPA Public Engagement Specialist Position

Executive Summary

We propose the creation of a new position - NPA Public Engagement Specialist, a part-time, permanent, non-exempt, AFSCME, Grade 14 position, from the currently unclassified NPA Public Engagement Specialist, a part-time, temporary position.

Background

For several years, the NPA Public Engagement Specialist position was treated as a part-time, temporary position. This proposal creates a new, permanent position resulting in a more stable level of staffing with the provision of benefits that are available to regular, part-time employees.

In 1982, the City Council created the NPAs by resolution. The duties of the NPAs are to provide information to community members and to solicit their input for Council and City boards, committees, and commissions, especially regarding budget and community development matters.

In 1994, the original Council resolution creating the NPAs was amended to give CEDO authority to assist with the organization of NPAs. Section 332(7) of the Charter assigns to CEDO responsibility to provide staff support to the NPAs.

So, for three decades, CEDO has fulfilled the responsibility of providing administrative support to NPAs and Steering Committees. Additionally, among other functions, CEDO provides technical support for the smooth operation of the NPAs, training to new Steering Committee members on bylaws, fulfills the actions that keeps the City/CEDO in compliance with open meeting laws, takes minutes at NPA meetings, as needed, and conducts outreach to different stakeholder groups to help bring new audiences to NPA meetings for enhanced diversity, equity and inclusion.

Given that CEDO support to the NPAs is ongoing and has long been carried out by a part-time, temporary employee which at times has spanned more than 12 months, we wish to regularize this by creating a new part-

time, permanent position NPA Public Engagement Specialist. This would be in accordance with the City of Burlington Personnel Policy Manual.

Grading Process and Recommendation

The Human Resources (HR) Department went through a classification process for the creation of the part-time, permanent NPA Public Engagement Specialist position, using the Willis Classification Guide. The new part-time, non-exempt, permanent NPA Public Engagement Specialist would be benefit eligible to include: health insurance, dental, vision, and all leave time, including sick, vacation and personal time on a prorated basis, based on the number of hours worked.

Financial Impact

The hourly rate of pay for Grade 14, Step 1 is \$26.2169. When the cost of benefits are included, the total cost difference between the current temporary position and the proposed permanent, part-time position is \$5,383. I have confirmed with CAO Schad that this amount can be covered by the General Fund allocation to CEDO's FY25 budget.

Motions

Board of Finance Motion:

To recommend that the City Council approve the:

- Creation of the NPA Public Engagement Specialist – a part-time, permanent, non-exempt, AFSCME, Grade 14 position in the Community and Economic Development Office.

City Council Motion

To approve the:

- Creation of the NPA Public Engagement Specialist – a part-time, permanent, non-exempt, AFSCME, Grade 14 position in the Community and Economic Development Office.

City of Burlington

Job Description



Position Title: NPA Public Engagement Specialist

Department: Community & Economic Development Office (CEDO)

Reports to: Assistant Director for Community Engagement, Neighborhoods and Workforce Development

Pay Grade: 14

Job Code:

Exempt/Non-Exempt: Non-exempt

Union: AFSCME

Remote Work Rating Tier: 3

General Purpose:

This position supports the work of the Neighborhood Planning Assemblies (NPAs), grassroots neighborhood organizations in Burlington's eight wards. In particular, this position provides administrative and technical support for the smooth operation of the NPAs, which strive to be diverse and inclusive forums. As NPAs function as neighborhood advocacy groups which help to improve communication between residents of Burlington and city government on a raft of public issues, this position will help bolster civic engagement efforts for the City of Burlington.

Essential Job Functions:

- Provides administrative support to NPAs, and steering committees, as needed
- Fulfills the actions that keep the City/CEDO in compliance with open meeting laws
- Provides training to new steering committee members on bylaws and helps implement professional training for steering committee members.
(e.g. publishing NPA meeting agendas and minutes, uploading attendance sheets and supporting documents)
- Serve as a resource to assist with issues that may arise with respect to compliance with NPA By-Laws, as needed
- Takes minutes at NPA meetings, as needed
- Provides technical online support and coordinating with CCTV Videography for NPA meetings
- Plans and attends community events
- Conducts outreach to different stakeholder groups to help bring new audiences to NPA meetings, for enhanced diversity, equity and inclusion.
- Assists in research leading to the development of best practices for meaningful community engagement.
- Makes updates to the NPA page on the city website.
- Assist steering committees with using assigned funds, navigating and tracking of budgets and submitting requests for reimbursement and direct payment.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- 30 hours a week, **including the ability and willingness to work 6-8 evenings a month.**
- Bachelor's degree preferred and two years of relevant experience.
- The availability to attend community events.
- The ability to take minutes and provide assistance (non-legal) on NPA By-Laws.
- Proficiency with computer usage, including websites, databases, word processing, spreadsheets and email.
- Demonstrated organizational skills, with attention to detail.
- Ability to plan, organize and coordinate workload to meet deadlines.
- Ability to communicate effectively both in writing and orally.
- Must have reliable transportation, or other means to get to event locations throughout Burlington.
- 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.

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.

X	seeing		ability to move on uneven terrain during a work shift
X	color perception (red, green, amber)	X	lifting up to (specify <u>25</u> pounds independently and 100 pounds with assistance) –
X	hearing/listening	X	Carrying up to (specify <u>25</u> pounds)
	clear speech		Climbing – Ladders, Embankments/ slopes, trails
		X	Driving – city vehicles(car, truck, light duty equipment)
		X	Driving – at night/ low light conditions
	dexterity x hand x finger		ability to mount and dismount forklift
	reading – basic	X	pushing/pulling up to- (specify <u>25</u> pounds)
X	reading – complex		shift work
X	math skills – basic	X	moving objects
	math skills – complex		pressurized equipment –
	writing – basic		extreme heat
X	writing – complex		extreme cold
	analysis/comprehension		high places/ Working at heights
X	judgment/decision making		noise
X	clerical - writing		fumes/odors
	Working Inside – approximately		dirt/dust
	Working Outside – approximately		hazardous materials
	Works independently approximately -		electrical equipment
X	works with others –		Ability to operate mechanical equipment –
X	face-to-face contact – with city staff and public		Ability to remain on feet for a continuous 8 hour work shift
X	verbal contact w/others		

Supervision:

Directly Supervises: 0

Indirectly Supervises: 0

Disclaimer:

The above statements are intended to describe the general nature and level of work being performed by employees to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties and/or skills required of all personnel so classified.

Revision Dates: June 2024

City of Burlington
Community and Economic Development Office
September 2024
**Please See Community Justice Center Org Chart for More Details*

Brian Pine
Director of CEDO
0106-31-001

Vacant
Assistant Director of Community
Works
Grade 26
1336-31-001

Zach Nersinger
Senior Projects and Policy
Specialist
Grade 19
1253-31-001

Gillian Nanton
Assistant Director of
Opportunity and Engagement
Grade 21
1252-31-001

VACANT
Community Development
Manager – Public
Engagement
Grade 19
0341-31-002

VACANT
Communications & Outreach
Coordinator
Grade 15 AFSCME

Vacant
Office Coordinator II –
Community Engagement
FT Grade 14 AFSCME

Vacant
NPA Public Engagement
Specialist
Temporary

Sarah Russell
Special Assistant to End
Homelessness
Grade 21

Marcella Gange
Community Development
Manager - Homelessness &
Equity
Grade 19
0341-31-001

Ana Marie Robu
Grant & Finance Coordinator
Grade 15 AFSCME

Scott Pavek
Substance Use Policy
Analyst
Grade 19

VACANT
Homelessness Initiatives
Manager
Grade 18

Darlene Kehoe
Senior Finance Manager
Grade 20
1347-31-001

Chanel Bastian
Finance & Admin Coordinator
Grade 16 AFSCME
0202-31-004

Todd Rawlings
Assistant Director of Grants and
Finance
Grade 24
0321-31-001

VACANT
Projects and Policy Specialist II
Housing
Grade 17 AFSCME
1255-31-001

Christine Curtis
Senior Community
Development Specialist - Grants
Management
Grade 18 AFSCME
1250-31-001

Rachel Jolly
Assistant Director of Community Justice Center
Grade 22
1212-31-001
**Please see CJC Org Chart for more Details*

Rebeka Lawrence-Gomez
Housing Program
Manager
Grade 20
1251-31-001

Margaret Williams, Lead
Program Manager
Grade 19
1049-31-001

Will Verman
Lead Program Specialist II
Grade 17 AFSCME
1050-31-001

Constance Craik
Lead Program Specialist I
Grade 16 AFSCME
1051-31-001

Sean Melinn
Lead Program Specialist I Public &
Environmental Health
AFSCME
Grade 16
1113-31-001

Bethany Whitlock
Housing Program
Specialist II AFSCME
Grade 17
1251-31-002

Board of Finance and City Council Submission ChecklistDepartment: CEDO Submitter: Gillian NantonTitle/Subject: Creation of NPA Public Engagement Specialist Position

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	9/9/2024

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	8/30/2024	Brian Pine
Mayor's Office informed and approved memo	Yes	9/3/2024	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	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	9/3/2024	Jessica Brown
CAO has reviewed budget, financing, and memo	Yes	9/2/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Yes	8/30/2024	Tim Clancy
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	Job Description
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.

Resolution Relating to

APPROVING THE PLEDGING OF THE CREDIT
OF THE CITY IN ANTICIPATION OF THE
RECEIPT OF REVENUE FROM THE TRAFFIC
DIVISION OF THE PUBLIC WORKS DEPARTMENT

Resolution _____

Sponsor(s): Board 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, pursuant to Section 62(a) of the Charter of the City of Burlington (the “City”), the credit
2 of the City may be pledged by temporary borrowing in anticipation of the receipt of revenue from the City’s
3 Traffic Division of the Public Works Department (the “Traffic Division”) for such division’s ordinary running
4 expenses during times in any fiscal year when there are not sufficient funds on hand to the credit of the Traffic
5 Division for the payment of such bills and accounts, or sufficient unappropriated funds in the City’s treasury
6 from which such accounts may be paid pending the receipt of revenues of the division sufficient to pay such
7 bills and accounts; and
- 8 WHEREAS, Section 62(a) of the Charter of the City permits the City to secure a temporary loan with a
9 pledge of its full faith and credit, and to commit to pay such temporary loan from the receipts from the
10 collection of the installment of property taxes or other taxes next falling due after the making of the loan or
11 other legally available sources; and
- 12 WHEREAS, the Parking Facilities Fund (General Ledger Account 265) (the “Parking Fund”) is funded
13 by parking garage and lot revenues and supports the operation and maintenance of the garages, and lots
14 managed by the City’s Public Works Department, utilizing no tax revenues; and
- 15 WHEREAS, revenues from garages and lots operated by the Public Works Department, after taking
16 into account the costs of maintenance and operation, have decreased resulting in a significant budget shortfall;
17 and
- 18 WHEREAS, existing Parking Fund balance has been used and a shortfall remains and is projected to
19 linger through Fiscal Year 2025; and
- 20 WHEREAS, by resolution adopted August 14, 2023, the City Council authorized the issuance of a
21 temporary borrowing in the amount not to exceed \$2,500,000 in order to pay the ordinary running expenses of
22 the Traffic Division, and in particular the Parking Fund, as there will not be sufficient funds on hand to the
23 credit of the Parking Fund for the payment of such bills and accounts; and

APPROVING THE PLEDGING OF THE CREDIT OF THE CITY IN
ANTICIPATION OF THE RECEIPT OF REVENUE FROM THE TRAFFIC
DIVISION OF THE PUBLIC WORKS DEPARTMENT

24 WHEREAS, pursuant to such authorization, the City issued its \$2,500,000 General Obligation
25 Revenue Anticipation Note Traffic Division, Series 2023 (Taxable), which matures September 14, 2024; (the
26 “Prior Note”); and

27 WHEREAS, the Director of the Public Works Department has requested that the City renew such
28 temporary loan in a principal amount of not to exceed \$2,500,000 in anticipation of revenues of the Parking
29 Fund in order to be able to pay the ordinary expenses of the Traffic Division, while the Public Works
30 Department explores methods to improve the balance of the Parking Fund;

31 NOW, THEREFORE, BE IT RESOLVED that the Chief Administrative Officer is authorized to
32 negotiate the terms and conditions with one or more qualified banks or other financial institutions to provide a
33 loan in the maximum principal amount of up to \$2,500,000 to provide working capital for the Traffic
34 Division; and

35 BE IT FURTHER RESOLVED that the City is hereby authorized and directed to borrow an amount
36 not to exceed \$2,500,000 from a reputable bank or commercial lender as the Chief Administrative Officer may
37 approve (the “Loan”), and to issue a revenue anticipation note and pledge the credit of the City for the
38 repayment thereof (the “Note”), for the purpose of refinancing the Prior Note and providing working capital
39 for the Parking Fund. The Note shall be a general obligation of the City and shall mature within one year from
40 the date it is extended to the City. The Loan shall be paid from the revenues received by the Parking Fund and
41 if such amount is insufficient to pay the Loan, the Loan may be repaid with tax revenues or other legally
42 available funds. If the funds in the Parking Fund are insufficient to repay the Loan, the Traffic Division will
43 return to the City Council in a timely fashion to resolve the issue. The Loan may be made on a draw-down
44 basis, repaid and re-borrowed during such one-year period as needed in order to pay the ordinary running
45 expenses of the Traffic Division; and

46 BE IT FURTHER RESOLVED that the Mayor and Chief Administrative Officer are, and each one of
47 them is, hereby authorized and empowered to execute and deliver the Note in the maximum principal amount
48 of the Loan, together with any renewal notes, as and when the Loan is renewed, if applicable. The Mayor and
49 Chief Administrative Officer, Director of Finance, and the Assistant Director of Finance, are, and each one of
50 them is, hereby authorized and empowered to execute and deliver (i) a loan agreement with the lender to
51 evidence the Loan and the repayment thereof, (ii) such documents and instruments as the lender may request
52 in connection with the Loan, in such form and with such terms as they deem necessary and in the City’s best
53 interest, and (iii) such other documents and instruments necessary or convenient in connection with the Loan,
54 subject to prior review by the City Attorney or bond counsel to the City.

APPROVING THE PLEDGING OF THE CREDIT OF THE CITY IN
ANTICIPATION OF THE RECEIPT OF REVENUE FROM THE TRAFFIC
DIVISION OF THE PUBLIC WORKS DEPARTMENT

55

56 DB/JD/Resolutions 2024/ APPROVING THE PLEDGING OF CREDIT IN ANTICIPATION OF RECEIPT OF REVENUE FROM TRAFFIC
57 DIVISION
58 September 9, 2024



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

TTY (802) 865-7142

To: Board of Finance, City Council
From: Bradley, Kukenberger, Director of Finance
Darlene Bayko, Banking & Cash Operations Manager
Chapin Spencer, Public Works Director
Re: \$2.5M Revenue Anticipation Note
Date: September 9, 2024

Background:

As has been noted previously to these bodies, the Parking Facilities Fund (Fund 265) revenues were severely reduced, and in fact fell to nothing for many months during COVID. In total, this generated a loss of approximately \$1 million. This operating loss caused the Parking Facilities Fund to not meet the Debt Service Coverage Ratio requirements for its long-term bank loan. To avoid breaching a condition of our loan and causing a non-compliance issue with our lender and also potentially a negative effect to the City's Moody's credit rating, the City paid off this \$3.5 million loan.

In summary:

Parking Fund Balance – start of FY'21	\$1.2M
COVID Losses	(\$1.0M)
<u>Debt Payment</u>	<u>(\$3.5M)</u>
Deficit	(\$3.3M)

To handle the \$3.3M deficit in May 2022, \$1M of ARPA funds were used to cover COVID losses and Board of Finance and City Council approved a \$2.5M Revenue Anticipation Note (RAN) to handle the rest of the debt. This original RAN had a one-year term but was authorized by the Council in August 2023 to be renewed for an additional year. Given the Parking Facilities Fund COVID recovery has been slow, the CT office, the Department of Public Works (DPW) and the City's financial advisors, recommend renewing the RAN for an additional year. The City is finalizing details and will select a RAN with an interest rate below 7.5%.

This additional one-year note will allow the CT office and DPW to work on an enhanced recovery strategy and a multi-year proforma that will position the City to secure a longer-term debt instrument that the Parking Facilities Fund can sustainably pay off.

The Parking Facilities Fund has budgeted for the required interest payments in the FY25 budget. Feel free to reach out with any questions.

MOTION:

BOF:

To approve and recommend that the City Council adopt the resolution.

City Council:

To adopt the resolution.

Board of Finance and City Council Submission ChecklistDepartment: Clerk Treasurer Office Submitter: Darlene BaykoTitle/Subject: \$2.5MM Parking Revenue Anticipation Note

	Approval:	Meeting Date:
☒	Board of Finance	9/9/2024
☒	City Council	9/9/2024
☒	Concurrent	9/9/2024

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	9/4/24	Katherine Schad
Mayor's Office informed and approved memo	Yes	9/5/24	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	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	9/4/2024	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	9/4/2024	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?	Choose an item.	Click or tap here to enter text.
Additional Materials, if necessary	N/A	
Draft Resolution or Motion?	N/A	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	N/A	



**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

To: Board of Finance
City Council

From: Matt Fitzpatrick, Parking Facilities Manager
Alan Mashtare, Interim Division Director - Parking and Traffic
Chapin Spencer, Director of DPW
Tony Berry, Human Resources Manager
Lynn Reagan, Acting Human Resources Director

Date: Monday, September 9, 2024

Subject: Reclassification of three (3) Parking Maintenance Workers

Executive Summary

The Department of Public Works (DPW) and Human Resources (HR) recommend the reclassification of three (3) existing Parking Maintenance Worker positions:

- Reclassification of the Parking Maintenance Worker, Regular, Full-Time, Non-Exempt, AFSCME, Grade 11 role to a Regular, Full-time, Non-Exempt, AFSCME, Grade 14 role in the Parking and Traffic Division.

Background on Parking Facility Worker Role

The City has long had Parking Maintenance Workers who maintain the City's downtown municipal parking facilities including the College Street and Lakeview garages (together advertised as the Downtown Garage) as well as the Marketplace Garage. There have been several major shifts downtown that have led DPW to propose updates to the job description as we work strategically to meet future parking needs:

- The garage revenue control system has been modernized from an expensive-to-maintain gated system to a gateless pay-by-plate system that is consistent across all downtown public parking areas.
- COVID-19 shifted use of our downtown parking facilities away from monthly permit parking for office workers to more downtown residential permits and transient parking.
- Overall social struggles with houselessness, mental health, and substance use disorder have become larger issues in our public parking spaces.

As a result of these larger trends, we have updated the job descriptions to include increasing emphasis on customer service and biohazard cleanup responsibilities to meet the current needs in the downtown garages.

Without the previous gated system where we had booth attendants available to the public, our Parking Services Agents and the Parking Maintenance Workers are needed to provide customer service to assist with payment, directions, and others issues. We worked with the staff on these job description changes and AFSCME has reviewed these updates as well.

There are a couple other reasons we are advancing this reclassification in addition to the need to adjust the job description duties; they relate to competitiveness and parity. Regarding competitiveness, we are having trouble filling all the maintenance positions which limits our ability to well maintain the clean, bright environment we need to present in order to get more people back into the garages. We've been down one FTE for five months now as we've been unable to attract candidates. We've got the right management team in place and a core team with promise, but we are operationally fragile. Regarding parity, Team DPW understands many City maintenance workers across departments and divisions are Grade 14. This position, before the proposed updates are made, is currently a Grade 11. Every position is different, but given the proposed job description revisions, it is a good time to make sure there is parity across maintenance roles in the City.

Financial Impact

The Parking & Traffic team budgeted for these positions to be reclassified in FY'25. DPW acknowledges that this reclassification adds expense to the budget at a time when the Traffic Fund is still working to recover from the pandemic, but having the staff to well-maintain and clean these facilities is critical to increasing public usage.

Motions

Board of Finance Motion:

To approve and recommend that City Council approve the:

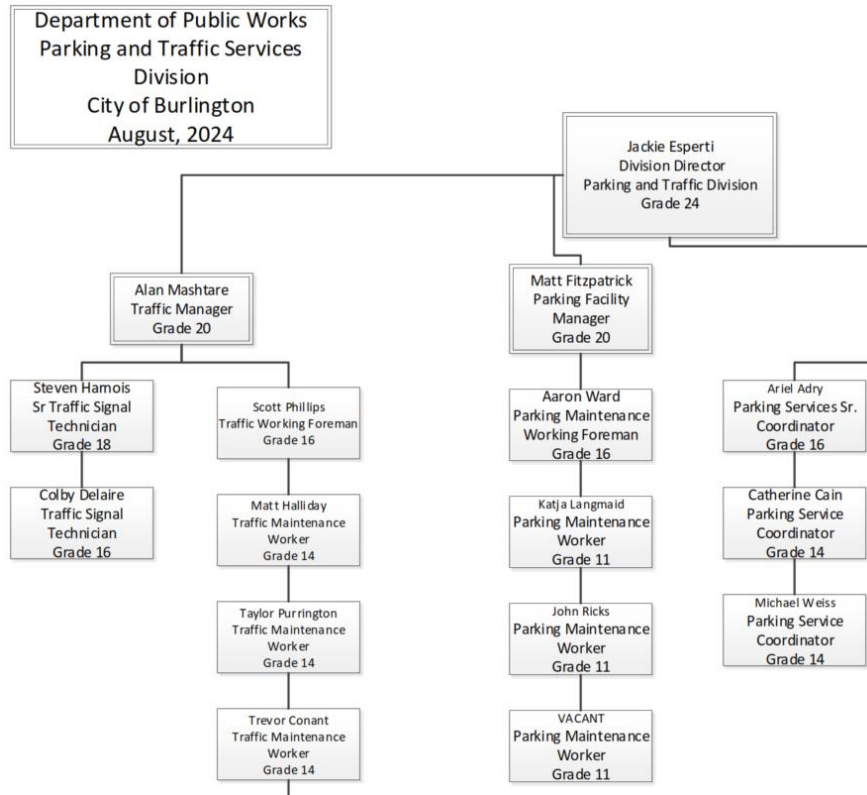
- Reclassification of three (3) Parking Maintenance Workers, a Regular, Full-Time, Non-Exempt, AFSCME, Grade 11 role in the Parking and Traffic Division to three (3) Parking Maintenance Workers, a Regular, Full-time, Non-Exempt, AFSCME, Grade 14 role.

City Council Motion:

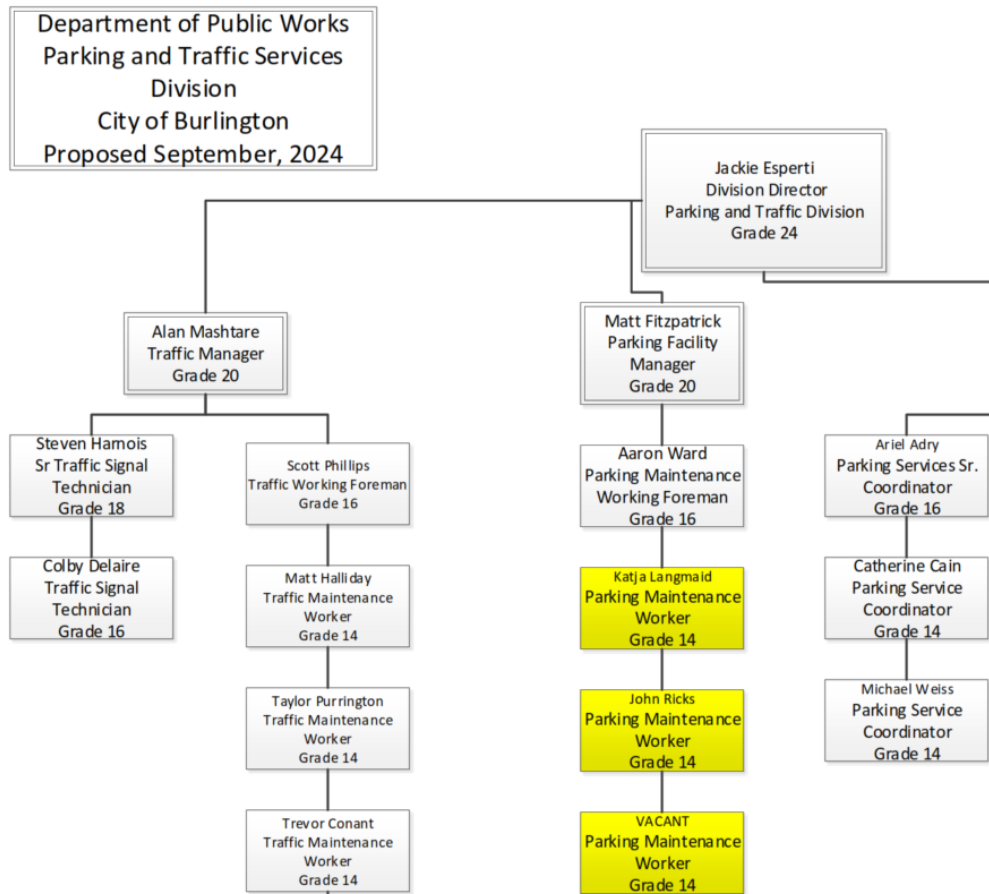
To approve the:

- Reclassification of three (3) Parking Maintenance Workers, a Regular, Full-Time, Non-Exempt, AFSCME, Grade 11 role in the Parking and Traffic Division to three (3) Parking Maintenance Workers, a Regular, Full-time, Non-Exempt, AFSCME, Grade 14 role.

Current Organizational Chart



Proposed Organizational Chart



City of Burlington Job Description

Position Title: Parking Maintenance Worker

Department: Department of Public Works

Reports to: Maintenance Foreman - Parking

Pay Grade: ~~1411~~

Job Code: 1057

Exempt/Non-Exempt: Non-exempt

Union: ~~AFSCME~~

General Purpose: This position is responsible for providing routine, preventative maintenance and repair in the municipal garages and related property (branded as "~~ParkBurlington~~"). This includes plumbing and electrical fixtures (as limited by code), masonry and concrete as well as custodial work. This position is also responsible for providing garage security and customer service.

Essential Job Functions: (This section outlines the fundamental job functions that must be performed in 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 the position.)

- Perform routine, preventative maintenance, repair and light construction at garage facilities including but not limited to:
 - Light plumbing and electrical work as limited by code,
 - Plumbing tasks may include seasonal line draining and trouble-shooting; install, remove and repair valves and fixtures including toilets and sinks,
 - Electrical work is specifically limited to light bulb and battery replacement,
 - Air filter cleaning and replacement,
 - Elevator up-keep (e.g. general cab maintenance and cleaning; windows, walls, floors, light fixtures and door tracks, etc.),
 - Maintenance of heating and air conditioning systems; adjustments as necessary,
 - Light carpentry,
 - Replacement of glass, doors or windows,
 - Install, clean, repair and replace signs in and outside the garages,
 - Maintain and install amenities including but not limited to trash receptacles, bike racks etc.,
 - Masonry and concrete repair,
 - Painting-and-prep, line striping and marking with sprayer and stencils,
 - Assist contractors to ensure projects are complete and in a timely manner,
 - Operate mechanical and manual equipment and make minor repairs and adjustments to equipment such as replacement of shear pins, bolts and cotter pins, air cleaners, spark plugs, etc.,
 - Repair and maintenance of kiosk in parking garages and lots/replacement of gate

- ~~system mechanisms such as gate replacement, restarting equipment, re-setting the point of sale system, etc.~~
- Pressure washing of parking facilities and lots
- Operation of sweeper in facilities and lots
- Custodial work entails:
 - Open garage facilities, including but not limited to turning on parking equipment, unlocking stair towers, etc.,
 - Routine cleaning of parking garage ~~payment gate and ticket~~ equipment,
 - Sweep, clean and remove trash from outdoor walkways, driveways, and facility grounds,
 - Sweep, vacuum and mop floors throughout all garages including elevators, stairwells, offices, ~~and booths~~ and bathrooms;
 - Empty and clean trash containers; prepare trash for removal from property by outside garbage contractors,
 - Clean and sanitize bathroom sinks and toilets,
 - Maintain safe and accessible walkways, ramps and exits using a variety of materials including but not limited to de-icing products, cement and brick, simple debris removal etc.,
 - Remove snow and ice from walkways and garage facilities using manual and mechanical equipment as necessary,
 - Report to supervisor on inventory and supply needs,
 - Clean and replenish supplies of all dispensers in rest rooms,
 - Remove graffiti and address vandalism in parking facilities, notifying supervisor as necessary.
 - Removal of biohazardous waste including but not limited to needles, feces, urine, vomit, pigeon feces and blood.
 - Clean up of homeless encampments
- General
 - Maintain records, checklists and logs as necessary and required by supervisors,
 - Answer questions for the public and assist them when needed ~~or direct them to an Ambassador,~~
 - Ensure garage security and report unusual events to supervisor and/or Police,
 - Use equipment in accordance with all ~~VOSHA~~ and Department policies and procedures.
 - Keep all safety trainings update
 - Complete ~~Vueworks~~ work orders on a daily basis

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- High School diploma or equivalent and two (2) years of experience in general facility maintenance work.

- Possess and maintain valid State Driver's License.
- Ability to work outdoors in all weather conditions.
- ~~Ability to work outdoors in all weather conditions.~~
- Demonstrated knowledge of heating, plumbing and electrical systems.
- ~~Ability to operate a variety of mechanical and manual hand tools.~~
- Ability to operate a 3/4 ton truck with plow, lawn mower, string trimmer and sweeper.
- Ability to communicate effectively with a variety of employees, vendors, tenants and the general public.
- Ability to follow written and verbal instructions.
- Ability to work independently with little or no supervision.
- Ability to operate a variety of mechanical and manual hand tools required.
- Ability to create and maintain an environment that embraces the 6 operating principles; Customer Service, Fiscal Responsibility, Good Labor Relations, Employee Empowerment, Cooperation and Constant Improvement.
- Demonstrate honesty, integrity, and ethical behavior at all times.
- Ability to be a flexible team player that takes direction well, is safety conscious, customer-oriented, and willing and able to learn to operate all equipment and perform all tasks as assigned.
- Ability to maintain professional appearance while engaging in field work, by refraining from any use of profanity, inappropriate language, or inappropriate behavior required.
- Ability to be entrusted with keys to offices, facilities, tools and equipment.
- Ability to work outdoors in all weather conditions required.
- Ability to be on call and work nights, weekends and holidays as required.
- Work in a safe manner and ensure that others, including contractors, also work in a safe manner.
- 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.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.
- Ability to use a cell phone and work order software/App

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.

x	seeing	x	ability to move distances within warehouses and offices
x	color perception (red, green, amber)	x	lifting (specify 75 pounds) Two person lift above 75 pounds is required
x	hearing/listening	x	carrying (specify 50 pounds) Two person carry above 50 pounds is required

x	clear speech	x	climbing
x	touching	x	driving
x	dexterity x hand x finger	x	ability to mount and dismount forklift equipment
x	reading – basic	x	pushing/pulling
	reading – complex	x	shift work
x	math skills – basic	x	moving objects
	math skills – complex	x	pressurized equipment
x	writing – basic	x	extreme heat
	writing – complex	x	extreme cold
x	analysis/comprehension	x	high places
x	judgment/decision making	x	noise
	clerical	x	fumes/odors
x	inside	x	dirt/dust
x	outside	x	hazardous materials
x	works alone	x	electrical equipment
x	works with others	x	mechanical equipment
x	face-to-face contact		
x	verbal contact w/others		

Supervision:

Directly Supervises: 0

Indirectly Supervises: 0

Disclaimer:

The above statements are intended to describe the general nature and level of work being performed by employees to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties and/or skills required of all personnel so classified.

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Revised 10/8/02; Sent to Union 3/17/04; Final 3/31/04; Revised March 2019; Revised May 2021;
Revised May 10 2024

Board of Finance and City Council Submission Checklist

Chapin Spencer, Director of DPW
Alan Mashtare, Interim Division Director – Parking
and Traffic
Matt Fitzpatrick – Parking Facilities Manager
Lynn Reagan – Interim HR Director
Tony Berry – HR Manager

Department: DPW Submitter: _____

Title/Subject: Reclassification of three (3) Parking Maintenance Workers

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	9/9/2024

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	9/4/2024	Chapin Spencer
Mayor's Office informed and approved memo	Yes	9/4/2024	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	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	8/21/2024	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	8/22/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Yes	9/4/2024	Tony Berry
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



MEMORANDUM

TO: Board of Finance / City Council

FROM: Martin Lee, PE DPW Water Resources Engineering Manager
Megan Moir, Division Director Water Resources

CC: Chapin Spencer, DPW Director

DATE: September 9, 2024 Board of Finance and City Council

RE: Authorization to Accept Pollution Control Grant Funding and Execute the Grant for Wastewater Treatment Facility SCADA/PLC Improvements and Disinfection Improvements

REQUEST

The Department of Public Works, Water Resources Division (WRD) seeks Board of Finance and City Council authorization to accept \$113,136.00 of Pollution Control funds through the execution of a grant agreement with the Vermont Department of Environmental Conservation (VTDEC) for the already completed Wastewater Treatment Facility (WWTF) Supervisory Control and Data Acquisition (SCADA) and Programmable Logic Controller (PLC) Improvements Project.

The WRD also seeks Board of Finance and City Council authorization to accept \$901,499.00 of Pollution Control (PC) funds through the execution of a grant agreement with the Vermont Department of Environmental Conservation (VTDEC) for the already completed WWTF Disinfection Improvements Project.

INTRODUCTION:

Both of these WWTF improvement projects were completed in 2021 and they were the first significant construction projects of the \$30 million Clean Water Resiliency Plan ("CWRP") bond vote approved in November 2018. The CWRP provided a roadmap to start upgrading and modernizing our wastewater and stormwater systems in 7 key areas. DPW Water Resources has been actively working on implementing the CWRP since receiving 92% voter approval. More information on the CWRP can be found here: <https://www.burlingtonvt.gov/dpw/water/cwrp/>.

The WWTF SCADA and PLC Improvements project included the modernization of critical computer infrastructure at the Main WWTF in Burlington. The total eligible project cost for the WWTF SCADA and PLC Improvements Project is \$397,506.06 and this grant will reimburse \$113,136.00 of the total cost. The WWTF Disinfection Improvements project

included replacement of critical disinfection pumps, tanks, piping and controls at all 3 WWTFs. The total eligible project cost for the WWTF Disinfection Improvements Project is \$2,651,466.29 and this grant will reimburse \$901,498.54 of the total cost. More information about both projects and the prior City Council approvals for the projects are here:

<http://go.boarddocs.com/vt/burlingtonvt/Board.nsf/goto?open&id=BMVMDP5AC522>

The SRF program typically issues PC grants after a project is underway or after completion. We reached out to the SRF program to get more information regarding the difficulty in providing PC grant funds in advance of construction. The issue is that there is a limited amount of capital funds for the PC Grant program each year. They usually appropriated \$3.5M each year and the demand is usually around \$20-30M. This greatly impacts the ability to provide PC Grant funds to projects in a timely manner. Water Resources received the grant awards in July of 2024, far after the completion of these projects. When the grants are issued retroactively, like these, it is handled by applying those grant funds to the project construction loans to reduce loan principal and the SRF program re-amortizes the loan repayments downward. This also restores bonding capacity for municipal borrowers. For Burlington, these two grants will restore over \$1M of CWRP bonding capacity to tackle outstanding high-priority wastewater and stormwater capital repairs and improvement projects.

ATTACHMENTS:

- Attachment A: Draft Grant Agreement for the WWTF SCADA and PLC Improvements Project
- Attachment B: Draft Grant Agreement for the WWTF Disinfection Improvements Project

MOTIONS:

The Department of Public Works' Water Resources Division respectfully requests that the Board of Finance and City Council approve the following motions:

Board of Finance Actions:

1. "To approve and recommend to the City Council that the Director of the Department of Public Works be authorized to execute a grant agreement with Vermont DEC for up to \$113,136.00 for the WWTF SCADA and PLC Improvements Project, subject to final review and approval by the City Attorney's Office."
2. "To approve and recommend to the City Council that the Director of the Department of Public Works be authorized to execute a grant agreement with Vermont DEC for up to \$901,499.00 for the WWTF Disinfection Improvements Project, subject to final review and approval by the City Attorney's Office."

City Council Actions:

1. "To approve and recommend to the City Council that the Director of the Department of Public Works be authorized to execute a grant agreement with Vermont DEC for up to \$113,136.00 for the WWTF SCADA and PLC Improvements Project, subject to final review and approval by the City Attorney's Office."
2. "To approve and recommend to the City Council that the Director of the Department of Public Works be authorized to execute a grant agreement with Vermont DEC for up to \$901,499.00 for the WWTF Disinfection Improvements Project, subject to final review and approval by the City Attorney's Office."

Thank you for your consideration of this request.



SFA - STANDARD GRANT AGREEMENT

1. Parties: This is a Grant Agreement between the State of Vermont, Department of Environmental Conservation (hereinafter called "State"), and Burlington City Treasurer with principal place of business at City Hall Room 22, 149 Church St., Burlington, VT 05401 (hereinafter called "Grantee"). 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 subject matter of this Grant Agreement is to design-build project to modernize the existing Control and Data Acquisition (SCADA) and Programmable Logic Controller (PLC) Systems for the Burlington City Main Wastewater Treatment System. Detailed scope to be provided by the Grantee are described in Attachment A, Scope of Work to be Performed.
3. Maximum Amount: In consideration of the scope of work, the State agrees to pay Grantee, in accordance with the payment provisions specified in Attachment B, Payment Provisions, a sum not to exceed \$113,136. Attachment B, Payment Provision provides details on how the grantee will be reimbursed. This grant award cannot be used as match for the purpose of obtaining additional federal funds by the Grantee without written approval from the State.
4. Procurement: The Grantee certifies that for any equipment, supplies, and/or services outside of their organization, that they have and will follow their procurement policy.
5. Ownership and Disposition Assets: At the end of the grant term, Grantee will retain any pipes, valves, pumps, tanks, or other equipment installed under the grant agreement and described in the scope of work for the same use and intended purpose as outlined in this agreement.
6. Source of Funds: State funds.
7. Grant Term: The period of Grantee's performance shall begin upon date of execution, signified by the date of signature by the State and end on July 1, 2025.
8. 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. No amendment will be considered without a detailed justification to support the amendment request. Failure to provide an adequate justification may result in the denial of the request. Any request for an amendment to this agreement must be made in writing at least thirty (30) days prior to the end date of this agreement or the request may be denied.
9. Cancellation: This Grant Agreement may be cancelled by either party by giving written notice at least 30 days in advance.
10. Fiscal Year: The Grantee's fiscal year starts July 1st and ends June 30th.
11. Work product ownership: Upon full payment by the State, all products of the Grantee's work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Grantee.

12. Attachments: This Grant consists the following attachments that are incorporated herein:

Attachment A - Scope of Work to be Performed

Attachment B – Payment Provisions

Attachment C – Standard State Provisions for Contracts and Grants

Attachment D – [Not Applicable]

Attachment E - Project Cost Summary

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

STATE OF VERMONT

GRANTEE

By:

By:

Commissioner

Name: (Print) _____

Dept. of Environmental Conservation

Title: _____

Attachment A
Scope of Work to be Performed

Part or All of the Scope May be Subgranted

- I. Project Overview: Project is a design to build project to modernize the existing Control and Data Acquisition (SCADA) and Programmable Logic Controller (PLC) Systems for the Burlington City Main Wastewater Treatment System and is funded under the Clean Water State Revolving Fund (CWSRF)Program.

- II. Scope of Work: The Grantee sought request for proposals for a program management tool that can compile data from each of the Grantee's facilities into a database that the grantee can use to track, review, and manage data. The grantee has three (3) wastewater treatment facilities (WWTF) and twenty-five (25) pump stations that will have data that will be input into the program. The goal of this data management tool will be to input specific data for each of the facilities to use for tracking, managing, and reviewing the data in one concise program. Work product covered under this grant shall generally be on the items identified in the Project Cost Summary, Attachment E.

Attachment B

Payment Provisions

1. This is a performance-based grant with cost-reimbursable terms. Payment requests must be submitted on the Payment Request Form at the following link:
<https://anrweb.vt.gov/DEC/IronPIG/DownloadFile.aspx?DID=169995&DVID=0>
2. The State will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. The State may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.
3. Pre-award costs are allowable under this agreement as determined by the Grant Manager and as related to the scope of work in Attachment A.
4. Risk-Based Assessment:
Risk Level: High
5. Final Payment: Final payment will be paid upon receipt and satisfactory review of the final payment request.
6. Submit completed forms to: anr.srfpayments@vermont.gov

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](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; training to implement the information security measures; and
- vi. 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)

Attachment E

Project Cost Summary

SCADA/PLC Upgrades, RF1-249: Project Cost Summary						5/30/2023 RB FINAL			
	Cost Item	Total Cost	CWSRF Loan Preliminary Eligibility	PC Grant Preliminary Eligibility 34%	Ineligible Costs Local Share	Green Project Reserve (GPR) Eligibility			
						Green Infrastructure	Energy Efficiency	Water Efficiency	Environmental Innovation
Construction Costs									
Contract #1	SCADA/PLC Upgrades	\$ 318,323.00	\$ 318,323.00	\$ 108,229.82	\$ -	\$ -	\$ -	\$ -	\$ -
	Contingency 0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Small Purchases	Hach-WIMS Program	\$ 53,819.91	\$ 53,819.91	\$ 18,298.77	\$ -	\$ -	\$ -	\$ -	\$ -
Engineering Costs									
	Engineering Planning Advance								
	Step 1 Preliminary Engineering		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
	No loan requested.		\$ -			\$ -	\$ -	\$ -	\$ -
	Step 2 Final Design								
	No loan requested.		\$ -			\$ -	\$ -	\$ -	\$ -
	Step 3 Engineering Services								
	DPW Force Account Engineering (NTE)	\$ 25,000.00	\$ 17,920.29	\$ 6,092.90	\$ -	\$ -	\$ -	\$ -	\$ -
Other Costs									
	Permits	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Short term interest	\$ 7,000.00	\$ 6,442.86	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL ESTIMATED PROJECT COST		\$ 405,142.91	\$ 397,506.06	\$ 132,621.49	\$ -	\$ -	\$ -	\$ -	\$ -
BOND CAPACITY		\$29,958,000	Bond Date	Nov-18					
Remaining Bond Capacity		\$ 29,552,857.09							
ENR Construction Cost Index (as of DATE)									
CW Loan Eligibility Total \$ 397,506.06									
GPR Eligibility Total \$ -									
Notes:									



SFA - STANDARD GRANT AGREEMENT

1. Parties: This is a Grant Agreement between the State of Vermont, Department of Environmental Conservation (hereinafter called "State"), and Burlington City Treasurer with principal place of business at City Hall Room 22, 149 Church St., Burlington, VT 05401 (hereinafter called "Grantee"). 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 subject matter of this Grant Agreement is for the construction of the disinfection systems upgrades to Main, North and East treatment wastewater facilities in Burlington. Detailed scope to be provided by the Grantee are described in Attachment A, Scope of Work to be Performed.
3. Maximum Amount: In consideration of the scope of work, the State agrees to pay Grantee, in accordance with the payment provisions specified in Attachment B, Payment Provisions, a sum not to exceed \$901,499. Attachment B, Payment Provision provides details on how the grantee will be reimbursed. This grant award cannot be used as match for the purpose of obtaining additional federal funds by the Grantee without written approval from the State.
4. Procurement: The Grantee certifies that for any equipment, supplies, and/or services outside of their organization, that they have and will follow their procurement policy.
5. Ownership and Disposition Assets: At the end of the grant term, Grantee will retain any pipes, valves, pumps, tanks, or other equipment installed under the grant agreement and described in the scope of work for the same use and intended purpose as outlined in this agreement.
6. Source of Funds: State funds.
7. Grant Term: The period of Grantee's performance shall begin upon date of execution, signified by the date of signature by the State and end on July 1, 2025.
8. 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. No amendment will be considered without a detailed justification to support the amendment request. Failure to provide an adequate justification may result in the denial of the request. Any request for an amendment to this agreement must be made in writing at least thirty (30) days prior to the end date of this agreement or the request may be denied.
9. Cancellation: This Grant Agreement may be cancelled by either party by giving written notice at least 30 days in advance.
10. Fiscal Year: The Grantee's fiscal year starts July 1 and ends June 30.
11. Work product ownership: Upon full payment by the State, all products of the Grantee's work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Grantee.

12. Attachments: This Grant consists the following attachments that are incorporated herein:
- Attachment A - Scope of Work to be Performed
 - Attachment B – Payment Provisions
 - Attachment C – Standard State Provisions for Contracts and Grants
 - Attachment D – [Not Applicable]
 - Attachment E - Project Cost Summary

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS GRANT.	
STATE OF VERMONT	GRANTEE
By:	By:
_____	_____
Commissioner	Name: (Print) _____
Dept. of Environmental Conservation	Title: _____

Attachment A

Scope of Work to be Performed

Part or All of the Scope May be Subgranted

- I. Project Overview: The project consists of the construction of disinfection systems upgrades at each of the grantees three Wastewater Treatment Plants named: Main, North, and East.

- II. Scope of Work:
 - A. Work Included: Upgrading the Burlington, Vermont Main Wastewater Treatment Facility, North Wastewater Treatment Facility, and East Wastewater Treatment Facility. The proposed work performed can be modified upon written approval by the State. The proposed work under this agreement includes:
 1. Main Plant
 - a. Construction of:
 - i. Two exterior chemical tanks for sodium hypochlorite storage.
 - ii. One exterior chemical tank for sodium bromide storage.
 - iii. Exterior tank concrete pad.
 - iv. Three exterior emergency eye wash/shower units.
 - v. Two exterior chemical fill stations.
 - vi. Nine sodium hypochlorite chemical feed pumps.
 - vii. Two sodium bromide chemical feed pumps.
 - viii. Residual chlorine analyzer and sample pump.
 - ix. Piping, site work, equipment systems, structures, instrumentation, control, and electrical systems.
 - x. other appurtenances specified herein.
 - b. Demolition of:
 - i. Six sodium hypochlorite chemical feed pumps.
 - ii. Four sodium bromide chemical feed pumps and concrete pads.
 - iii. Four interior plastic chemical storage tanks (three 1,800-gallon sodium hypochlorite tanks and one 2,800-gallon sodium bromide tank);
 - iv. Sodium hypochlorite chemical fill station and piping.
 - v. Sodium bromide feed pump control panel.
 - vi. Concrete containment curb and chemical pump pad.
 - vii. Piping and conduit.
 - c. Renovation of:
 - i. Operation Building heating and ventilation system.
 - ii. Gas detection equipment in Headworks (three sensors and gas detection panel) and Grit Buildings (three sensors and gas detection panel);
 - iii. Chemical Room lighting (replace existing with LED);
 - iv. Chemical Room stairwell.
 - v. Two emergency eye wash/shower units.
 - vi. Four emergency eye wash/shower units.
 - vii. Exterior brick insulation system at Operations Building.
 - viii. Piping and appurtenances.
 - ix. Other renovations as shown.

2. North Plant

a. Construction of:

- i. Two exterior chemical tanks for sodium hypochlorite storage.
- ii. Exterior tank concrete pad.
- iii. One exterior chemical fill station.
- iv. Two sodium hypochlorite chemical feed pumps.
- v. One emergency eye wash/shower unit.
- vi. Concrete containment curb.
- vii. Residual chlorine analyzer and sample pump at the Chlorine Splitter Structure.
- viii. Piping, site work, equipment systems, structures, instrumentation, control, and electrical systems.
- ix. Other appurtenances as shown.

b. Demolition of:

- i. Two interior chemical storage tanks (one active, one abandoned);
- ii. Containment curb.
- iii. One chemical feed pump.
- iv. One chemical fill station.
- v. Piping and conduit.

c. Renovation of:

- i. Chemical Room lighting (replace with LED);
- ii. Gas detection equipment in Headworks (three sensors and gas detection panel);
- iii. One emergency eye wash/shower unit.
- iv. Two emergency eye wash/shower units;
- v. Piping and appurtenances.
- vi. Other renovations as shown.

3. East Plant

a. Construction of:

- i. Two interior chemical tanks for sodium hypochlorite storage.
- ii. Concrete containment curb.
- iii. Two sodium hypochlorite chemical feed pumps.
- iv. Piping, site work, equipment systems, structures, instrumentation, control, and electrical systems.
- v. Sample pump at the Chlorine Splitter Structure.
- vi. Other appurtenances.

b. Demolition of:

- i. One interior chemical tank and concrete curb.
- ii. One chemical feed pump.
- iii. Piping and conduit.

c. Renovation of:

- i. Chemical Room lighting (replace with LED)
- ii. Chemical Room heating and ventilation system
- iii. Residual chlorine analyzer.
- iv. One emergency eye wash/shower unit.
- v. Three emergency eye wash/shower units.
- vi. Piping and appurtenances. Other removals/demolitions as shown.

Attachment B

Payment Provisions

1. This grant is a cost reimbursable grant. Payment requests must be submitted on the Payment Request Form at the following link:
<https://anrweb.vt.gov/DEC/IronPIG/DownloadFile.aspx?DID=169995&DVID=0>
2. The State will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. The State may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.
3. Pre-award costs are allowable under this agreement as determined by the Grant Manager and as related to the scope of work in Attachment A.
4. Risk-Based Assessment:
Risk Level: High
5. Final Payment: Final payment will be paid upon receipt and satisfactory review of the final payment request.
6. Submit completed forms to: anr.srfpayments@vermont.gov

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](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; training to implement the information security measures; and
- vi. 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)

Attachment E

Project Cost Summary

Disinfection System Upgrades Project, RF1-246-3.0: Project Cost Summary							5/30/2023 RB FINAL			
	Cost Item	Total Cost	CWSRF Loan Preliminary Eligibility	VT -370 PC Grant Preliminary Eligibility 34%	CWSRF Add Sub	Ineligible Costs Local Share	Green Project Reserve (GPR) Eligibility			
							Green Infrastructure	Energy Efficiency	Water Efficiency	Environmental Innovation
Construction Costs										
Contract #1	Contract 1	\$ 2,023,000.00	\$ 2,023,000.00	\$ 687,820.00						
	Change Order #1	\$ 16,143.68	\$ 16,143.68	\$ 5,488.85						
	Change Order #2	\$ 74,824.15	\$ 74,824.15	\$ 25,440.21						
	Change Order #3	\$ (5,659.24)	\$ (5,659.24)	\$ (1,924.14)						
	Contingency 0%	\$ -	\$ -	\$ -						
Small Purchases										
Engineering Costs										
	Engineering Planning Advance									
	Step 1 Preliminary Engineering									
	Step 2 Final Design	\$ 177,200.00	\$ 177,193.91	\$ 60,245.93						
	Step 3 Engineering Services	\$ 262,000.00	\$ 261,472.18	\$ 88,900.54						
	Step 3 Engineering Services that cover Step 2 work	\$ 35,900.00	\$ 35,897.19	\$ 12,205.04						
Other Costs										
	Force Account - Step 2	\$ 16,000.00	\$ -	\$ -						
	Force Account - Step 3	\$ 40,000.00	\$ 39,019.82	\$ 13,266.74						
	Legal & Admin	\$ 40,460.00	\$ 574.60	\$ 195.36						
	Bond Vote Assistance									
	Permit Fees	\$ 29,000.00	\$ 29,000.00	\$ 9,860.00						
	Materials Testing									
	Short term interest									
TOTAL ESTIMATED PROJECT COST		\$ 2,708,868.59	\$ 2,651,466.29	\$ 901,498.54	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BOND CAPACITY		\$ 29,958,000.00	Bond Date		Nov-18					
Remaining Bond Capacity		\$ 27,249,131.41								
ENR Construction Cost Index (as of DATE)		Nov-19								
CW Loan Eligibility Total		\$ 2,651,466.29								
GPR Eligibility Total		\$ -								

Notes:

GPR Narrative: The project involves the expansion (increase in volume) of an existing stormwater pond and a retrofit to turn the pond into a gravel wetland. The gravel wetland is a Tier 1 stormwater practice in Vermont and therefore meets the Department's Definition of Green Stormwater Infrastructure.

Board of Finance and City Council Submission ChecklistDepartment: DPW-Water Resources Submitter: Martin LeeTitle/Subject: WWTF SCADA/PLC and Disinfection PC Grants

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	9/9/2024

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	9/3/2024	Chapin Spencer
Mayor's Office informed and approved memo	Yes	9/4/2024	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	9/4/2024	Erik Ramakrishnan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	9/3/2024	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	9/4/2024	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.

MEMO

Date: September 9, 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: Fire Station 2 Bay Floor Renovation

I. Purpose

This memo seeks approval to execute all necessary contracts and budget approvals to renovate the bay floor at Fire Station 2.

II. Background

Fire Station 2 is located at 132 North Ave in Burlington, Vermont and was built in 1980. Station 2 is the primary training location for our City Fire Teams. This building is often the home for two ambulance and three fire engines.

Through the years of heavy use, increased vehicle weight and winter salt the bay floor is failing, and needs to be replaced. We have partnered with local Engineering firm Engineering Ventures to have professional specifications and drawings done in order to complete a safe renovation of the bay floor in this building.

The full scope of work for this project will include: demolition of existing concrete floor, temporary shoring and bracing of existing structure, concrete form work and reinforcement, structural steel work and replacement mechanical, electrical and plumbing work. In addition, the fire panel will be upgraded at the same time, as specified by the project engineer. While this work is going on, all of the indoor training rooms, kitchen and dormitory areas will be full functioning and open to the fire team. In addition, all trucks and ambulance will be housed at stations one and four to best fill the needs of the community.

III. PROCESS

On July 16, 2024, BPRW issued a Request for Proposals (RFP) for the above-referenced services, publicly advertising on the City webpage. Three construction companies and several sub-contractors attended the pre-bid site visit, which was mandatory for bidders. Two bids were received as shown in the following table:



Matrix FS 2 Bay Floor 2024			
Contractor	Base	Fire Panel	Total Bid
Farrington Construction	\$612,815	\$16,768	\$629,583
PC Construction	\$942,750	\$17,060	\$959,810

Farrington Construction is a local general contractor with 34 years of commercial construction experience. Farrington Construction has performed work satisfactorily for the City 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 proceed with both the Base bid and Add Alternate #1 for this project. Alternate #1 is to install a new upgraded fire alarm panel in the building. The old one is out of compliance and with the other mechanical work being done with the slab it is an efficient time to install a new panel.

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. Due to the bid received to do the work being higher than the estimated cost, and this project being an urgent situation, we plan to use partial funding from a non-emergency Fire Station project to cover the difference. The contingency amount slated for the project will then go back into the Fire Station 3 bedroom project should it not be needed.

Sources & Uses	
FY25 Bond Proceeds	\$360,000
FY25 Bond Proceeds from Fire Station 3 Bedroom Project	\$331,583
Total Sources	\$691,583
Contractor bid	\$629,583
~10% Contingency (on above items)	\$62,000
Total Project Estimate (Uses)	\$691,583

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

V. SCHEDULE



The anticipated project schedule is as follows:

- 02/06/2024: RFP issued for FS 2 Bay Floor Renovation Project
- 9/9/2024: Board of Finance approval
- 9/9/2024: City Council approval
- 9/10/2024: Contract signed
- 9/11/2024: Planning for Construction begins
- Anticipated completion by 12/31/2024

DEPARTMENT RECOMMENDATION

Board of Finance Motion:

To approve and recommend that the City Council approve and authorize the execution of a contract with Farrington Construction Inc., for a price not to exceed \$629,583 for the FS 2 Bay Floor Renovation project, plus a project contingency of \$62,000 (total project authorization including contingency not to exceed \$691,583), and to authorize Cindi Wight, Director of Parks, Recreation and Waterfront, to execute the contract, any related documents needed to carry out the project, and any contract amendments necessary to utilize the project contingency, subject to the review of the City Attorney's Office.

City Council Motion:

To approve and authorize the execution of a contract with Farrington Construction Inc., for a price not to exceed \$629,583 for the FS 2 Bay Floor Renovation project, plus a project contingency of \$62,000 (total project authorization including contingency not to exceed \$691,583), and to authorize Cindi Wight, Director of Parks, Recreation and Waterfront, to execute the contract, any related documents needed to carry out the project, and any contract amendments necessary to utilize the project contingency, subject to the review of the City Attorney's Office.

Board of Finance and City Council Submission ChecklistDepartment: BPRW Submitter: Kim BleakleyTitle/Subject: Fire Station 2 Bay Floor Renovation 2024

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	9/9/2024

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	8/21/2024	Cindi Wight
Mayor's Office informed and approved memo	Yes	9/3/2024	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 to enter a date.	
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	8/22/2024	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	8/26/2024	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.



Office of Mayor Emma Mulvaney-Stanak

To: Board of Finance
City Council

From: Mayor Emma Mulvaney-Stanak

CC: Joe Turner, City Assessor
Lynn Reagan, Interim Director of Human Resources
Tony Berry, Human Resources Manager

Date: September 9, 2024

Subject: Reorganization of the Assessor's Office including the reclassification of the City Assessor

Executive Summary

We propose the reorganization of the Assessor's Office including the reclassification of the City Assessor position as summarized below:

- Reclassification of the City Assessor, a Regular, a Full-Time, Exempt, Non-Union, Grade 22, role to City Assessor, a Regular, Full-time, Exempt, Non-Union Grade 28, role, in the Assessor's Office and authorize retroactive pay to April 15th, in an amount not to exceed \$8,600.

Background for Reclassification

The Assessor's Office, in response to FY25 budget pressures, presented a proposal to the Mayor of eliminating the Deputy Assessor position and redistributing the responsibilities associated with that role to current staff with the majority of the responsibility given to the City Assessor. These responsibilities include, but are not limited to:

- Increased responsibility in communicating with the State Tax Department
- Assumed direct supervision of the entire Assessment Office
- Assumed responsibility for the development of all commercial property values
- Directly involved with market analysis studies for grand list integrity
- Assumed responsibility for TIF increment calculations and reporting
- Full responsibility in developing value defenses for all property appeals

Raising the grades will bring these roles into alignment with similar roles in our region. The increased compensation will also bring our salaries into a more competitive range.

Financial Impact

This was planned for in the FY25 approved budget.

Position	Current Grade	Proposed Grade	Current Starting Salary Range	Proposed Starting Salary Range	Budget Impact
City Assessor	22	28	\$89,009-\$106,257	\$112,018-\$133,834	\$23,009-\$27,577
Deputy Assessor	21	NA	\$86,476-\$103,218	\$0	(\$86,476-\$103,218)
Total Budget Impact					(\$63,467-\$75,641)

Part of this reorganization includes not filling the Deputy Assessor position for the foreseeable future and removing the position from the budget.

We also seek a retro payment from 4/15/24 to 09/06/24, which is approximately \$8,600. The 4/15/24 date represents the first day the office was without the Deputy Assessor and those duties were taken on by the Assessor staff. The FY25 Assessors budget has taken this into consideration.

Motions

Board of Finance Motion:

To recommend that City Council approve the:

- Reclassification of the City Assessor, a Regular, a Full-Time, Exempt, Non-Union, Grade 22, role to City Assessor, a Regular, Full-time, Exempt, Non-Union, Grade 28, role ,in the Assessor's Office and authorize retroactive pay to April 15th, in an amount not to exceed \$8,600.

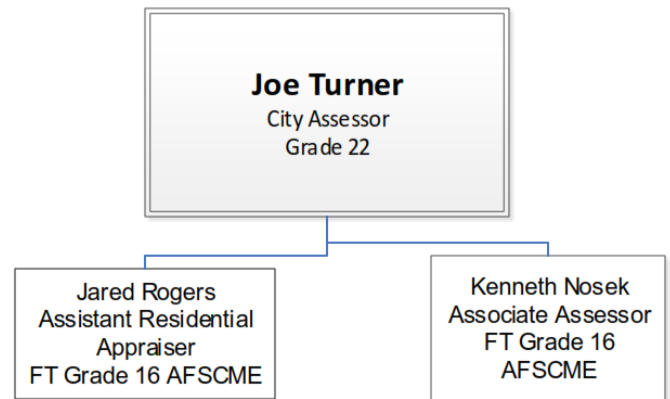
City Council Motion:

To approve the:

- Reclassification of the City Assessor, a Regular, a Full-Time, Exempt, Non-Union, Grade 22, role to City Assessor, a Regular, Full-time, Exempt, Non-Union, Grade 28, role ,in the Assessor's Office and authorize retroactive pay to April 15th, in an amount not to exceed \$8,600.

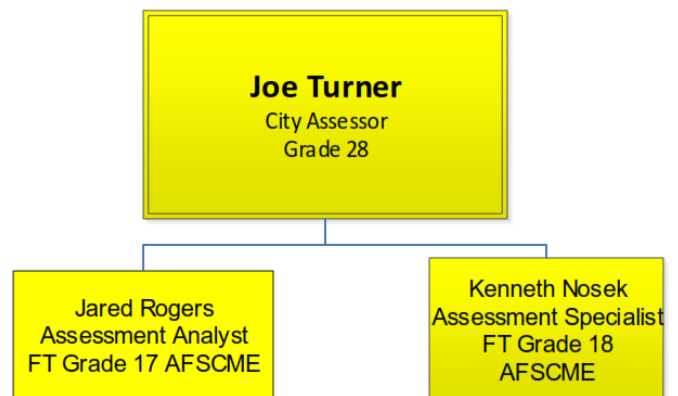
Current Organizational Chart

**Assessor's Office
City of Burlington
Current September 2024**



Proposed Organizational Chart

**Assessor's Office
City of Burlington
Proposed September 2024**



City of Burlington

Job Description



Position Title: City Assessor

Department: Assessor

Reports to: CAO-Mayor

Pay Grade: 22-28

Job Code: 121

Exempt/Non-Exempt: Exempt

Union: NU

Remote Work Rating Tier: 2

General Purpose:

This position is responsible for oversight and management of the City's property tax assessment functions, valuation of all real estate and personal property, property valuation appeals, and oversight of general reappraisals. In addition, this position is responsible for researching, entering and producing the City's annual Grand List Book and Tax Book. The position is also responsible for all state Education Fund reporting and communicating changes in values to the state.

Essential Job Functions:

(This section outlines the fundamental job functions that must be performed in 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 the position.)

- Administer City's taxation of real estate and business personal property valuations for property taxation and properties under payment for service agreements.
- Establish policies on appraisal methodology; and assessment administration procedures for ongoing appraisal equity, and assessment of new buildings improvements, **land valuation** and/or other market changes.
- Prepare recommendation on annual budget requirements for the assessing function and monitor expenditures within assigned budget.
- Manage department staff including budget expenditure approval, payment of vouchers, hiring, training, promotion, discipline, discharge, work rule establishment, and department morale.
- **Be aware of, and implement any new processes associated with tax assessment efficiencies. This would include new software and process efficiencies.**
- Supervise, assign work, perform performance evaluations, ~~recommend~~ discipline, and coach employees.
- Perform on-site physical inspections for real estate and business personal property inventory.
- Collect, verify, and analysis; income revenues and expense data for investment type properties.
- Maintain up-to-date database file on all applicable building and zoning permits.

- Compile official Grand List; maintain extensive records of ownership, value, and descriptions of property assessed.
- Recommend ways to increase value of the Grand List, as appropriate, to the Chief Administrative Officer.
- Create and maintain public transparency tools such as online dashboards. These would include property transfers and overall taxable property values.
- Construct and test sales ratio studies for Vermont Tax Department and City of Burlington.
- Produce reports from the CAMA system, and create market analysis reports from spreadsheets for the integrity of the Grand List Book
- Work closely with other departments within the city when property information is needed.
- Conduct narrative appraisal reports and CAMA property valuation appraisals of real residential property and real commercial property.
- Conduct narrative appraisal reports and CAMA property valuation appraisals of business personal property (machinery and equipment).
- Manage the market data collection, processing, and review of real estate and business property, and set values for assessment purposes and issue notices.
- Review all personal property filing forms for completeness, accuracy, and fairness.
- Manage personal property annual valuation tables, audits and field inspections.
- Produce annual value change notices on all property that changed in value.
- Hear and rule on property valuation grievances, appeals before the Board of Assessors, and claims for exemptions
- Report and testify before the Board of Tax Appeals, Board of Civil Authority and all other judicial hearings.
- Manage administration of the Board of Tax Abatement sub-committee.
- Act as an active, voting member of the Board of Tax Abatement
- Assist in the maintenance of the Assessor's website, property online database and property mapping.
- Administer the Computer Assisted Mass Appraisal (CAMA) computer system for City.
- Maintain operational status of the system and resolve user technical problems. This involves a working knowledge of the database and how values are created associated with property element relationships.
- Participate in professional associations to keep informed of current developments in the field.
- Act as Chair of Board of Assessor's, and report to Board of Abatement as required by City Charter.
- Head the preparation, implementation and management of a City-wide Reappraisal project and/or valuation updates. This could involve in-house valuations as well as hiring and managing valuation contractors for assistance.
- Closely monitor the City's Tax Incentive Finance District (TIF) values. The TIF district allows for tax benefits associated with ongoing improvement within a designed district.
- Certify the TIF districts to ensure accuracy associated with the agreed upon locations of properties included with the Original Tax Value.
- Perform all calculations associated with the increments and proceeds associated with all of the City's TIF districts.
- Report internally to the CAO on a regular basis regarding TIF progression and possible value increases associated with the districts to inform budgets.
- Report to the State of Vermont Economic Progress Council on all values associated with TIF and proceeds created.

- Lead all state communications and reporting with the Division of Property Valuation and Review (PVR) within the State of Vermont Department of Taxes.
- Perform related work as required.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's degree required. A degree in real estate, economics, accounting, public administration, or related field preferred.
- A minimum of eight (8) years of full time of progressively responsible experience in the valuation of property for tax purposes in accordance with modern assessment principles, including five years of supervisory experience.
- Additional experience may be substituted for a degree requirement on a two-for-one year basis.
- Maintain an appraisal certification through the Vermont Secretary of State.
- ~~Ability to obtain and~~ maintain a professional Design Certificate designation from IAAO and/or a Vermont Licensed Appraisal Level IV Certificate ~~required.~~
- Must possess valid Vermont Driver's License.
- Must display advanced computer skills ~~for spreadsheets, databases and word processing and~~ proficiency's with Microsoft Office software including Excel and Power Bi
- Must be able to create meaningful dashboards for internal monitoring and public facing data.
- Must have a working knowledge of G.I.S. program.
- Must be proficient ~~in~~ with Computer Assisted Mass Appraisal software (CAMA) and relational databases.
- Must have ~~basic~~ an advanced understanding of ~~CAMA and basic~~ real estate valuation modeling techniques.
- Must have ~~applied~~ an advanced knowledge of knowledge of residential and commercial real estate appraisal valuation methodologies ~~required.~~
- Must have a working knowledge of business personal property appraisal methods such as depreciation schedules and inflation factors. ~~required.~~
- Must have a knowledge of budgetary procedures and fiscal accountability ~~required.~~
- Must have a knowledge of management principles and practices and the ability to accomplish work through others ~~required.~~
- Ability to communicate effectively both orally and in writing.
- Ability to interact professionally with the public, City Council, local politicians and other government entities as a representative of the City of Burlington
- Knowledge of long range planning, including the ability to project future department requirements, solicit funding and manage implementation.
- Ability to obtain a working knowledge of departmental operations and procedures, and pertinent state and local statutes relation to assessments and notice.
- Ability to plan and forecast seasonal department workload, including equipment and staffing requirements; develop objectives; and arrange resources to assure that legal taxation deadlines are met.
- Monitor employee efficiency and recommend efficiencies associated with workload
- Ability to establish and maintain effective employee and public relations; ability to hear and resolve grievances and other public complaints in a professional manner.

- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Regular attendance of all internal department head meetings and ad hoc meetings needed by the Mayor
- Ability to understand and comply with City standards, safety rules and personnel policies.
- 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.
- ~~Proof of COVID 19 vaccination required, reasonable accommodations will be considered.~~

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.

X	seeing
X	color perception (red, green, amber)
X	hearing/listening
X	clear speech
X	touching
X	dexterity x hand x finger
	reading – basic
X	reading – complex
	math skills – basic
X	math skills – complex
	writing – basic
X	writing – complex
X	analysis/comprehension
X	judgment/decision making
X	clerical
X	inside
X	outside
X	works alone
X	works with others
X	face-to-face contact
X	verbal contact w/others
	ability to move distances within warehouses and offices
X	lifting (specify pounds: 20)
X	carrying (specify pounds: 20)
	climbing
X	driving
	ability to mount and dismount forklift
	pushing/pulling
	shift work
	moving objects
	pressurized equipment
X	extreme heat

X	extreme cold
	high places
X	noise
X	fumes/odors
X	dirt/dust
	hazardous materials
	electrical equipment
	mechanical equipment

Supervision:

Directly Supervises: 2

Indirectly Supervises: 6+

Disclaimer:

The above statements are intended to describe the general nature and level of work being performed by employees to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties and/or skills required of all personnel so classified.

Revision Dates: May 2024



Office of Mayor Emma Mulvaney-Stanak

To: Board of Finance
City Council

From: Mayor Emma Mulvaney-Stanak

CC: Joe Turner, City Assessor
Lynn Reagan, Interim Director of Human Resources
Tony Berry, Human Resources Manager

Date: September 9, 2024

Subject: Reorganization of the Assessor's Office including the reclassification of the City Assessor

Executive Summary

We propose the reorganization of the Assessor's Office including the reclassification of the City Assessor position as summarized below:

- Reclassification of the City Assessor, a Regular, a Full-Time, Exempt, Non-Union, Grade 22, role to City Assessor, a Regular, Full-time, Exempt, Non-Union Grade 28, role, in the Assessor's Office and authorize retroactive pay to April 15th, in an amount not to exceed \$8,600.

Background for Reclassification

The Assessor's Office, in response to FY25 budget pressures, presented a proposal to the Mayor of eliminating the Deputy Assessor position and redistributing the responsibilities associated with that role to current staff with the majority of the responsibility given to the City Assessor. These additional responsibilities include, but are not limited to:

- Increased responsibility in communicating with the State Tax Department
- Assumed responsibility for the development of all commercial property values
- Directly involved with market analysis studies for grand list integrity
- Assumed responsibility for TIF increment calculations and reporting
- Full responsibility in developing value defenses for all property appeals

Raising the grades will bring these roles into alignment with similar roles in our region and is consistent with the market analysis conducted by Gallagher Flynn in December 2023.

Financial Impact

This was planned for in the FY25 approved budget.

Position	Current Grade	Proposed Grade	Current Starting Salary Range	Proposed Starting Salary Range	Budget Impact
City Assessor	22	28	\$89,009-\$106,257	\$112,018-\$133,834	\$23,009-\$27,577
Deputy Assessor	21	NA	\$86,476-\$103,218	\$0	(\$86,476-\$103,218)
Total Budget Impact					(\$63,467-\$75,641)

Part of this reorganization includes not filling the Deputy Assessor position for the foreseeable future and removing the position from the budget.

We also seek a retro payment from 4/15/24 to 09/06/24, which is approximately \$8,600. The 4/15/24 date represents the first day the office was without the Deputy Assessor and those duties were taken on by the Assessor. The FY25 Assessors budget has taken this into consideration.

Motions

Board of Finance Motion:

To recommend that City Council approve the:

- Reclassification of the City Assessor, a Regular, a Full-Time, Exempt, Non-Union, Grade 22, role to City Assessor, a Regular, Full-time, Exempt, Non-Union, Grade 28, role ,in the Assessor’s Office and authorize retroactive pay to April 15th, in an amount not to exceed \$8,600.

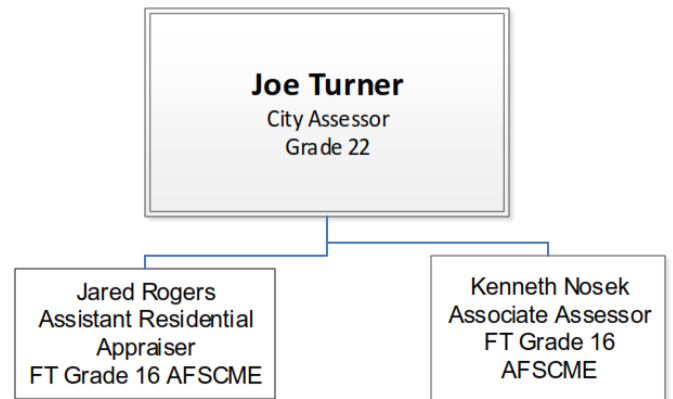
City Council Motion:

To approve the:

- Reclassification of the City Assessor, a Regular, a Full-Time, Exempt, Non-Union, Grade 22, role to City Assessor, a Regular, Full-time, Exempt, Non-Union, Grade 28, role ,in the Assessor’s Office and authorize retroactive pay to April 15th, in an amount not to exceed \$8,600.

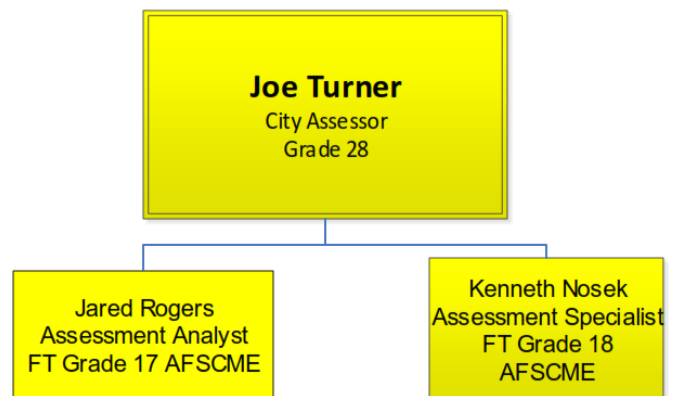
Current Organizational Chart

**Assessor's Office
City of Burlington
Current September 2024**



Proposed Organizational Chart

**Assessor's Office
City of Burlington
Proposed September 2024**



City of Burlington

Job Description



Position Title: City Assessor

Department: Assessor

Reports to: CAO-Mayor

Pay Grade: 22

Job Code: 121

Exempt/Non-Exempt: Exempt

Union: NU

Remote Work Rating Tier: 2

General Purpose:

This position is responsible for oversight and management of the City's property tax assessment functions, valuation of all real estate and personal property, property valuation appeals, and oversight of general reappraisals. In addition, this position is responsible for researching, entering and producing the City's annual Grand List Book and Tax Book. The position is also responsible for all state Education Fund reporting and communicating changes in values to the state.

Essential Job Functions:

(This section outlines the fundamental job functions that must be performed in 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 the position.)

- Administer City's taxation of real estate and business personal property valuations for property taxation and properties under payment for service agreements.
- Establish policies on appraisal methodology; and assessment administration procedures for ongoing appraisal equity, and assessment of new buildings improvements, **land valuation** and/or other market changes.
- Prepare recommendation on annual budget requirements for the assessing function and monitor expenditures within assigned budget.
- Manage department staff including budget expenditure approval, payment of vouchers, hiring, training, promotion, discipline, discharge, work rule establishment, and department morale.
- **Be aware of, and implement any new processes associated with tax assessment efficiencies. This would include new software and process efficiencies.**
- Supervise, assign work, perform performance evaluations, ~~recommend~~ discipline, and coach employees.
- Perform on-site physical inspections for real estate and business personal property inventory.
- Collect, verify, and analysis; income revenues and expense data for investment type properties.
- Maintain up-to-date database file on all applicable building and zoning permits.

- Compile official Grand List; maintain extensive records of ownership, value, and descriptions of property assessed.
- Recommend ways to increase value of the Grand List, as appropriate, to the Chief Administrative Officer.
- Create and maintain public transparency tools such as online dashboards. These would include property transfers and overall taxable property values.
- Construct and test sales ratio studies for Vermont Tax Department and City of Burlington.
- Produce reports from the CAMA system, and create market analysis reports from spreadsheets for the integrity of the Grand List Book
- Work closely with other departments within the city when property information is needed.
- Conduct narrative appraisal reports and CAMA property valuation appraisals of real residential property and real commercial property.
- Conduct narrative appraisal reports and CAMA property valuation appraisals of business personal property (machinery and equipment).
- Manage the market data collection, processing, and review of real estate and business property, and set values for assessment purposes and issue notices.
- Review all personal property filing forms for completeness, accuracy, and fairness.
- Manage personal property annual valuation tables, audits and field inspections.
- Produce annual value change notices on all property that changed in value.
- Hear and rule on property valuation grievances, appeals before the Board of Assessors, and claims for exemptions
- Report and testify before the Board of Tax Appeals, Board of Civil Authority and all other judicial hearings.
- Manage administration of the Board of Tax Abatement sub-committee.
- Act as an active, voting member of the Board of Tax Abatement
- Assist in the maintenance of the Assessor's website, property online database and property mapping.
- Administer the Computer Assisted Mass Appraisal (CAMA) computer system for City.
- Maintain operational status of the system and resolve user technical problems. This involves a working knowledge of the database and how values are created associated with property element relationships.
- Participate in professional associations to keep informed of current developments in the field.
- Act as Chair of Board of Assessor's, and report to Board of Abatement as required by City Charter.
- Head the preparation, implementation and management of a City-wide Reappraisal project and/or valuation updates. This could involve in-house valuations as well as hiring and managing valuation contractors for assistance.
- Closely monitor the City's Tax Incentive Finance District (TIF) values. The TIF district allows for tax benefits associated with ongoing improvement within a designed district.
- Certify the TIF districts to ensure accuracy associated with the agreed upon locations of properties included with the Original Tax Value.
- Perform all calculations associated with the increments and proceeds associated with all of the City's TIF districts.
- Report internally to the CAO on a regular basis regarding TIF progression and possible value increases associated with the districts to inform budgets.
- Report to the State of Vermont Economic Progress Council on all values associated with TIF and proceeds created.

- Lead all state communications and reporting with the Division of Property Valuation and Review (PVR) within the State of Vermont Department of Taxes.
- Perform related work as required.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's degree required. A degree in real estate, economics, accounting, public administration, or related field preferred.
- A minimum of eight (8) years of full time of progressively responsible experience in the valuation of property for tax purposes in accordance with modern assessment principles, including five years of supervisory experience.
- Additional experience may be substituted for a degree requirement on a two-for-one year basis.
- Maintain an appraisal certification through the Vermont Secretary of State.
- ~~Ability to obtain and~~ maintain a professional Design Certificate designation from IAAO and/or a Vermont Licensed Appraisal Level IV Certificate ~~required.~~
- Must possess valid Vermont Driver's License.
- Must display advanced computer skills ~~for spreadsheets, databases and word processing and~~ proficiency's with Microsoft Office software including Excel and Power Bi
- Must be able to create meaningful dashboards for internal monitoring and public facing data.
- Must have a working knowledge of G.I.S. program.
- Must be proficient ~~in~~ with Computer Assisted Mass Appraisal software (CAMA) and relational databases.
- Must have ~~basie~~ an advanced understanding of ~~CAMA and basie~~ real estate valuation modeling techniques.
- Must have ~~applied~~ an advanced knowledge of ~~knowledge~~ of residential and commercial real estate appraisal valuation methodologies ~~required.~~
- Must have a working knowledge of business personal property appraisal methods such as depreciation schedules and inflation factors. ~~required.~~
- Must have a knowledge of budgetary procedures and fiscal accountability ~~required.~~
- Must have a knowledge of management principles and practices and the ability to accomplish work through others ~~required.~~
- Ability to communicate effectively both orally and in writing.
- Ability to interact professionally with the public, City Council, local politicians and other government entities as a representative of the City of Burlington
- Knowledge of long range planning, including the ability to project future department requirements, solicit funding and manage implementation.
- Ability to obtain a working knowledge of departmental operations and procedures, and pertinent state and local statutes relation to assessments and notice.
- Ability to plan and forecast seasonal department workload, including equipment and staffing requirements; develop objectives; and arrange resources to assure that legal taxation deadlines are met.
- Monitor employee efficiency and recommend efficiencies associated with workload
- Ability to establish and maintain effective employee and public relations; ability to hear and resolve grievances and other public complaints in a professional manner.

- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Regular attendance of all internal department head meetings and ad hoc meetings needed by the Mayor
- Ability to understand and comply with City standards, safety rules and personnel policies.
- 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.
- ~~Proof of COVID-19 vaccination required, reasonable accommodations will be considered.~~

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.

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	reading – basic
X	reading – complex
	math skills – basic
X	math skills – complex
	writing – basic
X	writing – complex
X	analysis/comprehension
X	judgment/decision making
X	clerical
X	inside
X	outside
X	works alone
X	works with others
X	face-to-face contact
X	verbal contact w/others
	ability to move distances within warehouses and offices
X	lifting (specify pounds: 20)
X	carrying (specify pounds: 20)
	climbing
X	driving
	ability to mount and dismount forklift
	pushing/pulling
	shift work
	moving objects
	pressurized equipment
X	extreme heat

X	extreme cold
	high places
X	noise
X	fumes/odors
X	dirt/dust
	hazardous materials
	electrical equipment
	mechanical equipment

Supervision:

Directly Supervises: 2

Indirectly Supervises: 6+

Disclaimer:

The above statements are intended to describe the general nature and level of work being performed by employees to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties and/or skills required of all personnel so classified.

Revision Dates: May 2024

Board of Finance and City Council Submission Checklist

Mayor Emma Mulvaney-Stanak
Lynn Reagan, Interim HR Director

Department: Assessor Submitter: Tony Berry, HR Manager
Title/Subject: Reorganization of the Assessor's Office including the reclassification of the City Assessor

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	9/9/2024

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	9/3/2024	Joe Turner
Mayor's Office informed and approved memo	Yes	9/6/2024	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	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	9/4/2024	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	9/4/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Yes	9/3/2024	Lynn Reagan & Tony Berry
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



OFFICE OF THE CITY ASSESSOR

City of Burlington

City Hall, Ground Floor, 149 Church St, Burlington, VT 05401 - Voice (802) 865-7114

To: Board of Finance
City Council

From: Joe Turner, City Assessor
Tony Berry, Human Resources Manager
Lynn Reagan, Acting Human Resources Director

Date: September 9, 2024

Subject: Reorganization of the Assessor's Office including the reclassification of two (2) positions

Executive Summary

We propose the reorganization of the Assessor's Office including the reclassification of two (2) positions as summarized below:

- Reclassification and retitling of the Associate Assessor, a Regular, a Full-Time, Non-Exempt, AFSCME, Grade 16, role to Assessment Specialist, a Regular, Full-time, Non-Exempt, AFSCME, Grade 18, role in the Assessor's Office and authorize retroactive pay to April 15th, in an amount not to exceed \$2,000.
- Reclassification and retitling of the Assistant Residential Appraiser, a Regular, a Full-Time, Non-Exempt, AFSCME, Grade 16, role to Assessment Analyst, a Regular, Full-time, Non-Exempt, AFSCME, Grade 17, role in the Assessor's Office and authorize retroactive pay to April 15th, in an amount not to exceed \$1,900.

Background for Reorganization

The Assessor's Office, in response to FY25 budget pressures, presented a proposal to the Mayor of freezing the Deputy Assessor position and redistributing the responsibilities associated with that role to current staff with the majority of the responsibility given to the City Assessor. The duties taken on by these two roles were added to the job descriptions and were significant enough to warrant a reclassification of all roles in the Assessor's Office. Raising the grades will bring these roles into alignment with similar roles in our region. The increased compensation will also bring our salaries into a more competitive range.

Financial Impact

This was planned for in the FY25 approved FY25 budget.

New Position	Current Grade	Proposed Grade	Current Starting Salary Range	Proposed Starting Salary Range	Budget Impact
Assessment Specialist	16	18	\$61,544-\$73,309	\$70,180-\$83,660	\$8,636-\$10,351

Assessment Analyst	16	17	\$61,544- \$73,309	\$65,621- \$78,189	\$4,077- \$4,880
Total Budget Impact					\$12,060- \$15,231

We also seek a retro payment from 4/15/24 to 9/6/2024, which is approximately \$3,600 total. The 4/15/24 date represents the first day the office was without the Deputy Assessor and those duties were taken on by the Assessor staff. The FY25 Assessors budget has taken this into consideration

Motions

Board of Finance Motion:

To recommend that City Council approve the:

- Reclassification and retitling of the Associate Assessor, a Regular, a Full-Time, Non-Exempt, AFSCME, Grade 16, role to Assessment Specialist, a Regular, Full-time, Non-Exempt, AFSCME, Grade 18, role in the Assessor's Office and authorize retroactive pay from 04/15/24 to 09/6/2024 not to exceed \$2,000.
- Reclassification and retitling of the Assistant Residential Appraiser, a Regular, a Full-Time, Non-Exempt, AFSCME, Grade 16, role to Assessment Analyst, a Regular, Full-time, Non-Exempt, AFSCME, Grade 17, role in the Assessor's Office and authorize retroactive pay from 04/15/24 to 09/6/2024 not to exceed \$1,900.

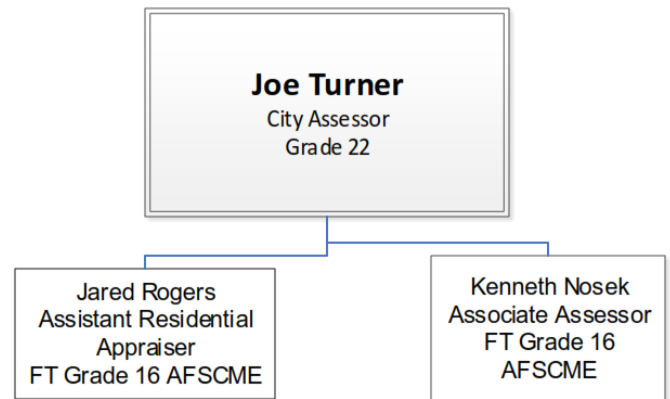
City Council Motion:

To approve the:

- Reclassification and retitling of the Associate Assessor, a Regular, a Full-Time, Non-Exempt, AFSCME, Grade 16, role to Assessment Specialist, a Regular, Full-time, Non-Exempt, AFSCME, Grade 18, role in the Assessor's Office and authorize retroactive pay from 04/15/24 to 09/6/2024 not to exceed \$2,000.
- Reclassification and retitling of the Assistant Residential Appraiser, a Regular, a Full-Time, Non-Exempt, AFSCME, Grade 16, role to Assessment Analyst, a Regular, Full-time, Non-Exempt, AFSCME, Grade 17, role in the Assessor's Office and authorize retroactive pay from 04/15/24 to 09/6/2024 not to exceed \$1,900.

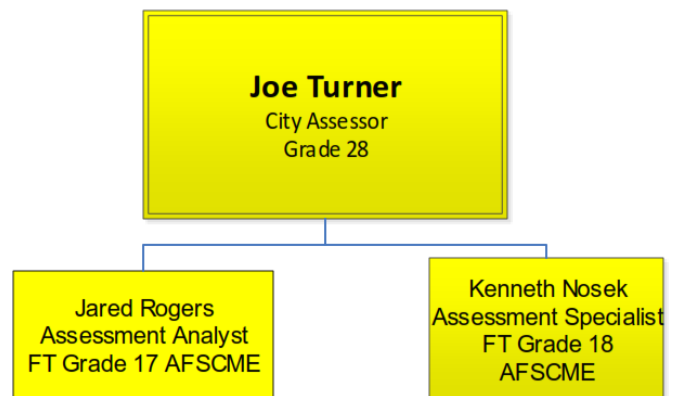
Current Organizational Chart

**Assessor's Office
City of Burlington
Current September 2024**



Proposed Organizational Chart

**Assessor's Office
City of Burlington
Proposed September 2024**



City of Burlington

Job Description



Position Title: ~~Assistant Residential Appraiser~~ **Assessment Analyst**

Department: Assessor

Reports to: ~~Deputy Assessor~~ **Assessor**

Pay Grade: ~~16-17~~

Job Code:

Exempt/Non-Exempt: Regular, Non-Exempt, Full-Time

Union: AFSCME

Remote Work Rating Tier: 1

General Purpose:

This position is responsible for conducting inspections of real estate; assisting in the preparation, review and analysis of setting fair appraised values for the Grand List. ~~This position is responsible for valuation of residential properties.~~ Also for the verification of residential sales, collation of Multiple Listing Service (MLS) and City permitting data, property inspections, data entry and valuation of residential properties and property appeal reviews. Additional assistance with preparation of the Grand List.

Essential Job Functions:

(This section outlines the fundamental job functions that must be performed in 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 the position.)

- Performs moderately difficult technical work associated with property appraisal functions.
- Visiting property and noting significant features; interviewing property owners
- Collecting and verifying data.
- Measuring and diagramming buildings or property and verifying parcel and structure data.
- Analyzing and interpreting comparable sales.
- Reviewing records, maps, handbooks, etc.
- Allocating values when properties are split, combined or damaged
- Performing other related calculations.
- Classifying and appraising property.
- Maintain field data and other related real estate market information.
- Schedule property inspections with interested parties
- Inspect all types of real property.
- Research, analyze and organize information – site plans, land records, surveys, deeds, maps, permits and other legal documents as required.

- Review, interpret and maintain property record data and reports on the Computer Assisted Mass Appraisal system (CAMA), VTPIE, MLS, US Land Records and other property record keeping systems.
- Appraise residential real property for taxation.
- Analyze market sales and perform other statistical work as required.
- Evaluate and review independent appraisals submitted by taxpayers and others.
- Conduct and participate in property valuation appeals at initial level of appeals.
- Review property transfers to determine market sale condition
- Assist Assessor with the market analysis and other statistical work as required.
- Participates in preparing a variety of list and forms for the State of Vermont tax department relating to the education tax rates and municipal tax rates, homestead declarations, and state sales study.
- Screen incoming mail and distribute appropriately.
- Participates in preparing a variety of list and forms for the State of Vermont tax department relating to the education tax rates and municipal tax rates, homestead declarations, and state sales study.
- Provide administrative support to the City Assessor as needed.
- Provide technical information, assistance and instruction to property owners, real estate attorneys, real estate professionals and bankers.
-
- ~~Complete a review and inspections of all residential sold properties, and properties with material changes which affect the property valuation.~~
- Review past permits and property data from a variety of sources, make property data corrections where necessary and generate preliminary assessed values for these properties using the City's Computer Assisted Mass Appraisal (CAMA) software.
- Collate and format building and zoning permits and other data for the revaluation of all residential properties.
- ~~Assist the Deputy Assessor on the annual Sales Study for the VT Tax department.~~
- Perform preliminary valuation, reconciliation and review of properties as needed prior to final valuations.
- Assist with property data corrections and revaluations related to grievances made to the Board of Assessors and Board of Tax Appeals.
- ~~Enter real estate and business personal property data into the computer assisted mass appraisal system Patriot Properties AP5.~~
- Compile and maintain field collection data and other related real estate market information.
- Employee will engage in a professional manor with the public on a regular basis.
- Performs other duties as required.

Qualifications/Basic Job Requirements:

- **Associates Degree or equivalent**, with a minimum of two years of real estate appraisal valuation is required or six years in a related field of real estate with successfully completed courses directly related to the fundamentals of real estate appraisal methods to value.
- A basic mass appraisal certification or license in real estate appraisal is highly preferred. The certification or license will require completed courses on the fundamentals of real estate appraisal.
- Experience in the public sector preferred.
- Ability to establish and maintain positive relations with co-workers, supervisor, staff, public officials, general public and other departments.

- Ability to learn and maintain knowledge of the purpose, objectives, legal requirements, operations, policies and procedures for area of assignment.
 - Ability to operate proficiently basic office equipment (computer, phone, copier, fax, and other).
 - Ability to operate in a Windows based operating environment using word-processing, spreadsheets and database software required.
 - Ability to plan, organize and coordinate workload and to meet deadlines.
 - Ability to assume administrative responsibility for a departmental area and carry out tasks with minimal instruction.
 - Ability to work occasional nights and weekends required.
-
- ~~High school diploma or equivalent is required and at least three years of office experience in real estate, appraisal, or assessing.~~
 - ~~Successful completion of fundamentals of Real Property Appraisal and Fundamentals of the Income Approach to Valuation or the equivalents. A Vermont Property Assessor Level 2 Certification is preferred or the demonstrated ability to obtain the Level 2 within 12 months.~~
 - ~~Working knowledge of word processing and developing spreadsheets is required.~~
 - ~~Valid Driver's License is required.~~
 - ~~Ability to work occasional evenings and weekends required.~~
 - ~~Experience in real estate, appraisal, or assessing highly valued and preferred.~~
 - ~~Knowledge of CAMA software systems is preferred.~~
 - ~~Working knowledge of Patriot Properties AP5 CAMA system is preferred~~
 - ~~Strong organizational and time management skills preferred.~~
 - ~~Ability to perform on site property inspections. Measure and list building improvements for data collection.~~
 - ~~Ability to communicate effectively, both verbally and in writing.~~
 - ~~Ability to list and analyze residential property characteristics, including evaluating a property's condition and quality of workmanship and materials.~~
 - ~~Ability to research land records such as; surveys, maps, site plans, permits and legal documents.~~
 - ~~Ability to enter a variety of data on to the Computer Assisted Mass Appraisal system (CAMA) and other record keeping systems.~~
 - ~~Knowledge of office practices and procedures, including filing systems, mathematics, report and letter writing, as well as correct English usage, grammar, punctuation and spelling required.~~
 - ~~Regular attendance is necessary and is essential to meeting the expectations of the job functions.~~
 - ~~Ability to understand and comply with City standards, safety rules and personnel policies.~~
 - ~~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.~~
 - ~~Proof of COVID-19 vaccination required, reasonable accommodations will be considered.~~

Physical & Mental/Reasoning Requirements; Work Environment:

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X	carrying (specify pounds: 20)
	climbing
X	driving
	ability to mount and dismount forklift
	pushing/pulling
	shift work
X	moving objects
	pressurized equipment
X	extreme heat
X	extreme cold
	high places
X	noise
	fumes/odors
	dirt/dust
	hazardous materials
	electrical equipment
	mechanical equipment

Supervision:

Directly Supervises: 0

Indirectly Supervises: 0-1

Disclaimer:

The above statements are intended to describe the general nature and level of work being performed by employees to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties and/or skills required of all personnel so classified.

Revision Dates: Created 6/5/2019, updated 8/7/2020, updated January 2023 (Remote Score Rating)

City of Burlington Job Description

Position Title: ~~Associate Assessor~~ **Assessment Specialist**

Department: Assessor's Office

Reports to: City Assessor

Pay Grade: 18 (formerly 16 as Associate)

Job Code: 4448

Exempt/Non-Exempt: Non-Exempt

Union: AFSCME

General Purpose: This position is responsible for conducting inspections of real estate; assisting in the preparation, review and analysis of setting fair appraised values for the Grand List. This position is also responsible for hearing initial grievances, mapping work, and online presence and occasional training and supervision. This position also handles administrative duties associated with all boards and committees assisted by the Assessor's Office.

Essential Job Functions: (This section outlines the fundamental job functions that must be performed in this position. The related job requirements and physical, mental and reasoning requirements outlined in the next two sections state the underlying requirements that an employee must meet in order to perform these essential functions. The three sections together describe the essential functions of this position)

Essential Job Functions:

- ConductsPerforms moderately difficult technical work associated with property appraisal functions.
- Visiting property and noting significant features; interviewing property owners
- Collecting and verifying data.
- Measuring and diagramming buildings or property and verifying parcel and structure data.
- Analyzing and interpreting comparable sales.
- Reviewing records, maps, handbooks, etc.
- Allocating values when properties are split, combined or damaged
- Performing other related calculations.
- Classifying and appraising property.
- Maintain field data and other related real estate market information.
- ESchedule property inspections with interested parties
- Inspect all types of real property.
- Research, analyze and organize information – site plans, land records, surveys, deeds, maps, permits and other legal documents as required.
- Review, interpret and maintain property record data and reports on the Computer Assisted Mass Appraisal system (CAMA), VTPIE, MLS, US Land Records and other property record keeping systems.
- EAppraise residential real property for taxation.
- Analyze market sales and perform other statistical work as required.
- Evaluate and review independent appraisals submitted by taxpayers and others.
- Train staff – interns, part-time & temporary staff assigned to seasonal or temporary special projects; assist City Assessor in training of full-time staff.
- Supervise staff - interns & part-time or temporary staff and review their work product.
- Administrate for the Board of Assessors and the Tax Abatement Committee – liaison for taxpayer

grievances, compile petitions, prepare addenda items, request evidence and related history, records; records meeting minutes.

- Supervise & administrate the property valuation appeals process including but not limited to: reviewing valuation, writing value opinions, scheduling meeting, notifying persons involved, mailings, assistance to taxpayers with required forms and preparing the hearing packets and briefing City Assessor.
- Conduct and participate in property valuation appeals at initial level of appeals.
- Prepare appraisal opinions in relation to appeals for the Board of Assessors and Board of Tax Appeals.
- Collect and verify income and expense for commercial properties.
- Assist and collaborate with other departments for revision of tax maps.
- Maintain and update the **Assessor's Office online presence** – edit descriptive language, and post documents, **change content**. This does not include coding.
- Compose and issue correspondence; draft more complex responses for City Assessor as needed.
- Review property transfers to determine market sale condition.
- Assist Assessor with the market analysis and other statistical work as required.
- Maintain budget by monitoring expenditures, receive and receipt fees and funds and safeguard cash.
- Prepare and maintain the departments financial and other administrative records.
- Order department inventory of office supplies and equipment; requisition, receive, store, inventory and prepare vouchers; maintain records of filled requisition, receive, records and current inventory.
- Serve as liaison between supervisor, staff, other offices and outside groups. Provide information on department programs and policies.
- Screen incoming mail **and distribute appropriately**.
- Participates in preparing a variety of list and forms for the State of Vermont tax department relating to the education tax rates and municipal tax rates, homestead declarations, and state sales study.
- Maintain records and department filing system; update and add data in accordance with City retention requirements and storage schedule. Maintain resolutions, ordinances, meeting minutes, which pertain to the Assessor's office (Tax Rate Resolutions, Tapes of meeting minutes).
- Provide administrative support to the City Assessor as needed.
- **Provide technical information, assistance and instruction to property owners, real estate attorneys, real estate professionals and bankers.**
- **Order department inventory of office supplies and equipment; requisition, approve credit card purchases, generate purchase orders.**
- **Maintain budget by monitoring expenditures, receive and receipt fees and funds and safeguard cash.**
- **Maintain records and department filing system; update and add data in accordance with City retention requirements and storage schedule. Maintain resolutions, ordinances, meeting minutes, which pertain to the Assessor's office.**

Qualifications/Basic Job Requirements:

- **HAssociates Degree or equivalent**, with a minimum of two years of real estate appraisal valuation is required or six years in a related field of real estate with successfully completed courses directly related to the fundamentals of real estate appraisal methods to value.
- A basic mass appraisal certification or license in real estate appraisal is highly preferred. The certification or license will require completed courses on the fundamentals of real estate appraisal.
- Experience in the public sector preferred.
- Ability to establish and maintain positive relations with co-workers, supervisor, staff, public officials, general public and other departments.
- Ability to learn and maintain knowledge of the purpose, objectives, legal requirements, operations, policies and procedures for area of assignment.

- Ability to operate proficiently basic office equipment (computer, phone, copier, fax, and other).
- Ability to operate in a Windows based operating environment using word-processing, spreadsheets and database software required.
- Ability to plan, organize and coordinate workload and to meet deadlines.
- Ability to assume administrative responsibility for a departmental area and carry out tasks with minimal instruction.
- Ability to work occasional nights and weekends required.

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. Upon request for a reasonable accommodation, the City may be able to adjust or excuse one or more of these requirements, depending on the requirement, the essential function to which it relates, and the proposed accommodation.

☒ seeing	☒ ability to move distances	☒ lifting (specify)
☒ color perception (red, green, amber)	within and between warehouses/offices	20 pounds
☒ hearing/listening	☐ climbing	☒ carrying (specify)
☒ clear speech	☐ ability to mount and dismount forklift/truck	20 pounds
☒ touching	☐ pushing/pulling	☒ driving (local/over the road)
☒ dexterity		
☒ hand		
☒ finger		
☒ reading - basic	☐ math skills - basic	☒ analysis/comprehension
☒ reading - complex	☒ math skills - complex	☒ judgment/decision making
☐ writing - basic	☐ clerical	
☒ 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:

Directly Supervises: 0

Indirectly Supervises: 1-2

This position directly supervises all part-time and intern staff.

Board of Finance and City Council Submission Checklist

Joe Turner, City Assessor

Lynn Reagan, Interim HR Director

Department: Assessor Submitter: Tony Berry, HR Manager

Title/Subject: Reorganization of the Assessor's Office including the reclassification of two (2) Positions

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	9/9/2024

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	9/3/2024	Joe Turner
Mayor's Office informed and approved memo	Yes	9/5/2024	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	9/4/2024	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	9/5/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Yes	9/3/2024	Tony Berry
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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