



City Council

Monday, March 24, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

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

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

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

1. Agenda

Subject	1.1. Motion to amend/adopt agenda
Meeting	March 24, 2025 - Regular City Council Meeting - Monday, March 24, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to amend/adopt agenda as follows: remove from the consent agenda item 6.9 Great Streets Main Street - Sewer Budget - DPW and place it on the deliberative agenda as item 7.3 (per City Council President Traverse per Councilor McKnight)

2. Work Sessions

Subject	2.1. FY26 Budget Presentation and ModernGov Update - C/T (40 mins.)
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Meeting	March 24, 2025 - Regular City Council Meeting - Monday, March 24, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	2. Work Sessions
Department	Clerk/Treasurer's Office
Type	Discussion Information Presentation

Subject 2.2. Impact Fees - C/T (15 mins.)

Meeting	March 24, 2025 - Regular City Council Meeting - Monday, March 24, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	2. Work Sessions
Department	Clerk/Treasurer's Office
Type	Discussion Information Presentation

Subject 2.3. Memorial Block Update - BWD (15 mins.)

Meeting	March 24, 2025 - Regular City Council Meeting - Monday, March 24, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	2. Work Sessions
Department	Business and Workforce Development
Type	Discussion Information Presentation

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

Subject 3.1. Verbal Comments

Meeting	March 24, 2025 - Regular City Council Meeting - Monday, March 24, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	3. Public Forum: Time Certain: 6:30 pm **See above for signup instructions**
Department	Council and Board
Type	Action Procedural
Recommended Action	open Public Forum close Public Forum

4. Mayor - General City Affairs (to include Climate and Public Health & Safety Emergency Updates: up to 10 mins.)

Subject 4.1. Verbal reports

Meeting	March 24, 2025 - Regular City Council Meeting - Monday, March 24, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
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Category	4. Mayor - General City Affairs (to include Climate and Public Health & Safety Emergency Updates: up to 10 mins.)
Department	Council and Board
Type	Information

5. City Council - General City Affairs (to include Climate and Public Health & Safety Emergency Updates: up to 5 mins. per City Councilor)

Subject	5.1. Verbal reports
Meeting	March 24, 2025 - Regular City Council Meeting - Monday, March 24, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. City Council - General City Affairs (to include Climate and Public Health & Safety Emergency Updates: up to 5 mins. per City Councilor)
Department	Council and Board
Type	Information

6. Consent Agenda

Subject	6.1. Motion to adopt the consent agenda (as amended) and take the actions indicated
Meeting	March 24, 2025 - Regular City Council Meeting - Monday, March 24, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Council and Board
Type	Action (Consent) Procedural

Recommended Action Motion to adopt the consent agenda (as amended) and take the actions indicated

Subject	6.2. Accountability List - C/T
Meeting	March 24, 2025 - Regular City Council Meeting - Monday, March 24, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information

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

Subject	6.3. Communication: LeeAnn Tiffault, re: Support for Resolution 6.4 (3/10 cc public forum)
Meeting	March 24, 2025 - Regular City Council Meeting - Monday, March 24, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	6.4. Indoor and Outdoor Entertainment Permit Renewals (2025-2026): see attached list
Meeting	March 24, 2025 - Regular City Council Meeting - Monday, March 24, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	approve the 2025-2026 Indoor and Outdoor Entertainment Permit Renewals as listed with all standard conditions
Subject	6.5. Tobacco License and Tobacco Substitute Endorsement License Renewals (2025-2026): see attached list
Meeting	March 24, 2025 - Regular City Council Meeting - Monday, March 24, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	approve the 2025-2026 Tobacco License and Tobacco Substitute Endorsement License Renewals as listed
Subject	6.6. CityPlace Burlington - Third Amendment to License Agreement and Encumbrance Permit - Bank and Cherry Street Right-of-Way - DPW
Meeting	March 24, 2025 - Regular City Council Meeting - Monday, March 24, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	to approve and authorize the Second Amendment to the Construction Encumbrance License Agreement between the City and CityPlace Partners, dated October 2022, requesting to extend the term date to expire June 1, 2027, and to further recommend that the City Council authorize the Mayor to enter into a Third Amendment of the License Agreement with the Applicant for use of the right-of-way outlined in Attachment

F, subject to review by the City Attorney's Office

Subject	6.7. Department of Public Works - 266 College Street - Encumbrance Permit Request - DPW
Meeting	March 24, 2025 - Regular City Council Meeting - Monday, March 24, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	to approve the Encumbrance Application and License Agreement for the parking lot located off S. Union Street, and the public sidewalk and parking stall located on the south side of South Union Street directly to the adjacent of 266 College Street for construction activities and equipment staging, and authorize the Mayor to enter into a license agreement with the Applicant for use of the portion of the right-of-way outlined in the Application, subject to review by the City Attorney's Office
Subject	6.8. Conservation Legacy Fund Nature Based Solutions (CLF NBS) Grant: recommendation for funding - BPRW/DPI
Meeting	March 24, 2025 - Regular City Council Meeting - Monday, March 24, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Parks, Recreation, & Waterfront
Type	Action (Consent)
Recommended Action	to approve disbursement of \$180,000 in Conservation Legacy Fund monies via grant awards to Vermont Youth Conservation Corps (\$30,000), Vermont Garden Network (\$75,125), Intervale Center (\$39,375), and Burlington Wildways (\$35,500) as recommended by the Conservation Board and Parks Commission and to authorize the City's Land Steward to execute the reward documents and any other documentation necessary to perform the award subject to final review and approval by the City Attorney's Office
Subject	6.9. Great Streets Main Street - Sewer Budget - DPW **NOW DELIBERATIVE AGENDA ITEM 7.3.**
Meeting	March 24, 2025 - Regular City Council Meeting - Monday, March 24, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	1. To authorize the Director of Public Works to execute an amendment to the contract, subject to City Attorney review and approval, with S.D. Ireland Brothers Corporation in the amount of \$33,791 bringing the total contract value up to \$26,543,721.26 and increase the previously authorized contingency funds by \$32,541 bringing the total to

\$2,628,795.83 in contingency funds to be available to use toward any necessary future contract amendments needed to accomplish the construction work herein contemplated, and further authorize execution of any such necessary amendments upon review and approval by the City Attorney's Office, for a total authorized amount of \$29,172,516.09 for the development of the design of the Great Streets Main Street project.

2. To authorize the Chief Administrative Officer, or their designee, to effect all necessary budget amendments and transfers of funds to and from the above-referenced funding sources as needed to pay the above-referenced project expenses in FY25 and Overall Project Budgets, in substantial conformance with the attached budget transfer request.

Subject	6.10. Request for Authorization to Sign a Lease Agreement with Kestrel Coffee Roasters, LLC - Airport
Meeting	March 24, 2025 - Regular City Council Meeting - Monday, March 24, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Airport
Type	Action (Consent)
Recommended Action	"To authorize the Mayor of the City of Burlington, at the recommendation of the Director of Aviation, to execute the Concessions Lease Agreement between Kestrel Coffee Roasters, LLC and Patrick Leahy Burlington International Airport, subject to final review and approval of the City Attorney's Office. "To authorize the Director of Aviation to take such further actions and to 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 to authorize the Mayor to execute minor amendments to the Lease Agreement, approved as to form by the City Attorney, without further action from the City Council should the need arise in the future."

Subject	6.11. Designation of Staff to Issue Municipal Tickets - City Attorney's Office
Meeting	March 24, 2025 - Regular City Council Meeting - Monday, March 24, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	City Attorney
Type	Action (Consent)
Recommended Action	to approve the designation of municipal enforcement officials as shown on the attached forms

Subject	6.12. CY25 Paving Contract - Authorization to Award - DPW
Meeting	March 24, 2025 - Regular City Council Meeting - Monday, March 24, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Public Works Department

Type	Action (Consent)
Recommended Action	1. To authorize the Chief Administrative Officer, or their designee, to affect all necessary budget amendments and transfers of funds from the above-referenced funding sources, as further detailed in the attached CY25 paving project budget, in the amount of \$1,419,423.75, with an additional \$170,330.85 in contingency funds, equaling a total authorized expenditure of \$1,589,754.60 for the projected construction costs to complete the CY25 Paving project. 2. To authorize the Director of Public Works, or their designee, to execute a construction contract with S.D. Ireland Brothers Corporation. for the CY25 Paving project in the amount of \$1,419,423.75, with an additional \$170,330.85 in contingency funds, equaling a total authorized expenditure of \$1,589,754.60, subject to the final review and approval by the Office of the City Attorney.
Subject	6.13. New ADA Interactive Process Policy and Market Factor policy to be included in the City of Burlington Comprehensive Personnel Policy Manual - HR
Meeting	March 24, 2025 - Regular City Council Meeting - Monday, March 24, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Human Resources
Type	Action (Consent)
Recommended Action	to approve and authorize the addition of the ADA Interactive Process policy and Market Factor policy to be included in the City of Burlington Comprehensive Personnel Policy Manual
Subject	6.14. Communication: Solveig Overby, re: 3/8/2024 Talk on Contemporary Policing by new Interim Police Chief Shawn Burke
Meeting	March 24, 2025 - Regular City Council Meeting - Monday, March 24, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	6.15. 2nd tranche of BED FEMA Grant for July 2023 flooding damage - BED
Meeting	March 24, 2025 - Regular City Council Meeting - Monday, March 24, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Burlington Electric Department
Type	Action (Consent)
Recommended Action	to approve and authorize the BED General Manager or their designee to accept and execute financial report forms for State of Vermont Public Assistance Grant #02140-

84720-026 in a total amount not to exceed \$2,000,000 to reimburse BED for 90% of dam replacement expenses resulting from severe flooding in July 2023

Subject	6.16. Communication: Emma Vaughn, CCRPC, re: CCRPC Bylaw Update for Municipal Review - Comments Due April 30
Meeting	March 24, 2025 - Regular City Council Meeting - Monday, March 24, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading, accept the communication and place it on file
Subject	6.17. Resolution: Allocation Of Bond Proceeds For Public Improvements - Rock Point Bridge Project (Board of Finance)
Meeting	March 24, 2025 - Regular City Council Meeting - Monday, March 24, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Resolution
Recommended Action	to adopt the attached resolution authorizing the Mayor's Office, Chief Administrative Officer, or the City's Banking and Cash Operations Manager to execute the reallocation of the identified Series 2019A bond proceeds, not to exceed \$200,000.00, to complete capital improvements associated with the Rockpoint Bridge project, subject to final review and approval of the City Attorney's Office
Subject	6.18. Rock Point Bridge - Authorization to Amend Construction Contract and Proposed Budget Amendment - DPW
Meeting	March 24, 2025 - Regular City Council Meeting - Monday, March 24, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	1. To authorize the Chief Administrative Officer, or their designee, to affect all necessary budget amendments to amend the project budget to total of \$1,419,128.84 for the Rock Point Bridge Replacement Project. 2. To authorize the Director of Parks, Recreation and Waterfront (BPRW), or their designee, to amend an existing construction contract with Desroches Construction Services in the new maximum limiting amount of \$1,164,315.35.
Subject	6.19. FIO Documents

Meeting March 24, 2025 - Regular City Council Meeting - Monday, March 24, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 6. Consent Agenda

Department Clerk/Treasurer's Office

Type Action (Consent)
Communication
Information

Recommended Action for information only

Subject 6.20. Reclassification of Associate City Clerk - C/T

Meeting March 24, 2025 - Regular City Council Meeting - Monday, March 24, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 6. Consent Agenda

Department Clerk/Treasurer's Office

Type Action (Consent)

Recommended Action to approve the reclassification of the Associate City Clerk, a Regular, Full-time, Non-Exempt, AFSCME, Grade 16 position to a Regular, Full-time, Non-Exempt, AFSCME, Grade 17 position

Subject 6.21. Westlake Area Condominium Association Appointments - DPW/CEDO

Meeting March 24, 2025 - Regular City Council Meeting - Monday, March 24, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 6. Consent Agenda

Department Public Works Department

Type Action (Consent)

Recommended Action to authorize the Division Director - Parking & Traffic of the Department of Public Works, or their designee, to be appointed to exercise the City's votes on the WACA Board of Directors and authorize the Director of the Community & Economic Development Office, or their designee, to be appointed to exercise the Burlington Community Development Corporation's votes on the WACA Board of Directors

Subject 6.22. Resolution: Congratulating The Burlington High School Girls Basketball Team For Their 2025 Division 1 State Championship (City Council)

Meeting March 24, 2025 - Regular City Council Meeting - Monday, March 24, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 6. Consent Agenda

Department Council and Board

Type	Resolution Action (Consent)
Recommended Action	waive the reading and adopt the resolution
Subject	6.23. Resolution: Congratulating The Burlington High School Boys Basketball Team For Their 2025 Division 1 State Championship (City Council)
Meeting	March 24, 2025 - Regular City Council Meeting - Monday, March 24, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Council and Board
Type	Resolution Action (Consent)
Recommended Action	waive the reading and adopt the resolution
Subject	6.24. Regular Schedule of Meetings of the Board of Finance and City Council through January 5, 2026 - C/T
Meeting	March 24, 2025 - Regular City Council Meeting - Monday, March 24, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Information
Recommended Action	to approve the above list of meetings through January 5, 2026
Subject	6.25. To authorize the Director of Aviation to execute a Contract with Engineers Construction Inc. (ECI) for the Vermont Air National Guard Aircraft Arrestor Cable System Drainage Improvements project and to sign an amendment to the Military Air National Guard Facilities Sustainment, Repair, Modernization Cooperative Agreement (FSRMCA) with National Guard Bureau (NGB) for reimbursement of construction work costs associated with the Vermont Air National Guard Aircraft Arrestor cable System Drainage Improvement Project based on the bid received - Airport
Meeting	March 24, 2025 - Regular City Council Meeting - Monday, March 24, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Airport
Type	Action (Consent)
Recommended Action	1. "To authorize the Director of Aviation to execute a contract with Engineers Construction Inc. (ECI) for the construction of the Vermont Air National Guard Aircraft Arrestor Cable System Drainage Improvements in the amount of \$1,492,815.00 with a contingency of 15% for the total amount of \$1,716,737.00, upon approval by the Office of the City Attorney."

2. "To authorize the Director of Aviation to execute an amendment to the Military ANG Facilities Sustainment, Repair, Modernization Cooperative Agreement (FSRMCA) with National Guard Bureau (NGB) for construction work costs associated with the VTANG Aircraft System Drainage Improvements based on the bid price received, upon approval by the Office of the City Attorney."

7. Deliberative Agenda

Subject	7.1. Tobacco License and Tobacco Substitute Endorsement License (2025-2026); JRY Burlington Store Corporation, 166 North Street
Meeting	March 24, 2025 - Regular City Council Meeting - Monday, March 24, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Deliberative Agenda
Department	Clerk/Treasurer's Office
Type	Action
Recommended Action	approve the 2025-2026 Tobacco License and Tobacco Substitute Endorsement License for JRY Burlington Store Corporation, d/b/a The Shopping Bag, 166 North Street (recommended for approval at the March 19, 2025 City Council License Committee Meeting)
Subject	7.2. Budget Authorization for Phase 1 of the Public Health & Safety Building Project - Capital/BWD (20 mins.)
Meeting	March 24, 2025 - Regular City Council Meeting - Monday, March 24, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Deliberative Agenda
Department	Business and Workforce Development
Type	Action
Recommended Action	Original Motion: move to authorize the Chief Administrative Officer, or her designee, to effectuate necessary budget amendments and transfer of fund in the amount of \$200,000 from Bond Series 2023A in order to establish a project budget for Phase 1 of the Public Health & Safety Building Amended motion per Board of Finance, 3/24/25 meeting: move to authorize the Chief Administrative Officer, or her designee, to effectuate necessary budget amendments and transfer of fund in the amount of \$172,000 from Bond Series 2023A in order to establish a project budget for Phase 1 of the Public Health & Safety Building
Subject	7.3. Great Streets Main Street - Sewer Budget - DPW **WAS CONSENT AGENDA ITEM 6.9.**
Meeting	March 24, 2025 - Regular City Council Meeting - Monday, March 24, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category	7. Deliberative Agenda
Department	Public Works Department
Type	Action
Recommended Action	1. To authorize the Director of Public Works to execute an amendment to the contract, subject to City Attorney review and approval, with S.D. Ireland Brothers Corporation in the amount of \$33,791 bringing the total contract value up to \$26,543,721.26 and increase the previously authorized contingency funds by \$32,541 bringing the total to \$2,628,795.83 in contingency funds to be available to use toward any necessary future contract amendments needed to accomplish the construction work herein contemplated, and further authorize execution of any such necessary amendments upon review and approval by the City Attorney's Office, for a total authorized amount of \$29,172,516.09 for the development of the design of the Great Streets Main Street project. 2. To authorize the Chief Administrative Officer, or their designee, to effect all necessary budget amendments and transfers of funds to and from the above-referenced funding sources as needed to pay the above-referenced project expenses in FY25 and Overall Project Budgets, in substantial conformance with the attached budget transfer request.
Subject	7.4. Ordinance: CDO--Performing Art Centers in the E-LM District ZA-25-04 (Planning, Planning Commission, Ordinance Committee)(15 mins.)
Meeting	March 24, 2025 - Regular City Council Meeting - Monday, March 24, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Deliberative Agenda
Department	Planning
Type	Action Ordinance - Second Reading
Recommended Action	waive the reading and set ordinance, as revised by the Ordinance Committee, for a public hearing on April 14, 2025
Subject	7.5. Ordinance: Animals BCO Chapter 5, Arts. I-III and Sec. 22-13 (Ordinance Committee)(20 mins.)
Meeting	March 24, 2025 - Regular City Council Meeting - Monday, March 24, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Deliberative Agenda
Department	Council and Board
Type	Action Ordinance - Second Reading
Recommended Action	adopt the ordinance as amended by the Ordinance Committee

8. Committee Reports

Subject	8.1. Verbal reports
Meeting	March 24, 2025 - Regular City Council Meeting - Monday, March 24, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Committee Reports

Department Council and Board

Type Information

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

Subject 9.1. Verbal reports

Meeting March 24, 2025 - Regular City Council Meeting - Monday, March 24, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 9. City Council President - Council Updates (up to 5 mins.)

Department Council and Board

Type Information

10. Adjournment

Subject 10.1. Motion to adjourn

Meeting March 24, 2025 - Regular City Council Meeting - Monday, March 24, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 10. Adjournment

Department Council and Board

Type Action
Procedural

Recommended Action Motion to adjourn

11. Informational and Non-Discrimination Statements

Subject 11.1. This agenda is available in alternative formats upon request. For more information on access, call Lori Olberg, Licensing, Voting and Records Coordinator (802-865-7136)(TTY 802-865-7142). Persons with disabilities who require assistance or special arrangements to participate are encouraged to contact 802-865-7000 (voice) or 802-865-7142 (TTY) at least 72 hours in advance so that proper arrangements can be made. This meeting will also air on Town Meeting TV the Wednesday after the meeting, starting at 8:00 pm and repeating at 1:00 am and 7:00 am the following day. The City of Burlington will not tolerate unlawful harassment or discrimination on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status or genetic information.

Meeting March 24, 2025 - Regular City Council Meeting - Monday, March 24, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 11. Informational and Non-Discrimination Statements

Department Council and Board

Type Information

ModernGov Initiative

City Council Update

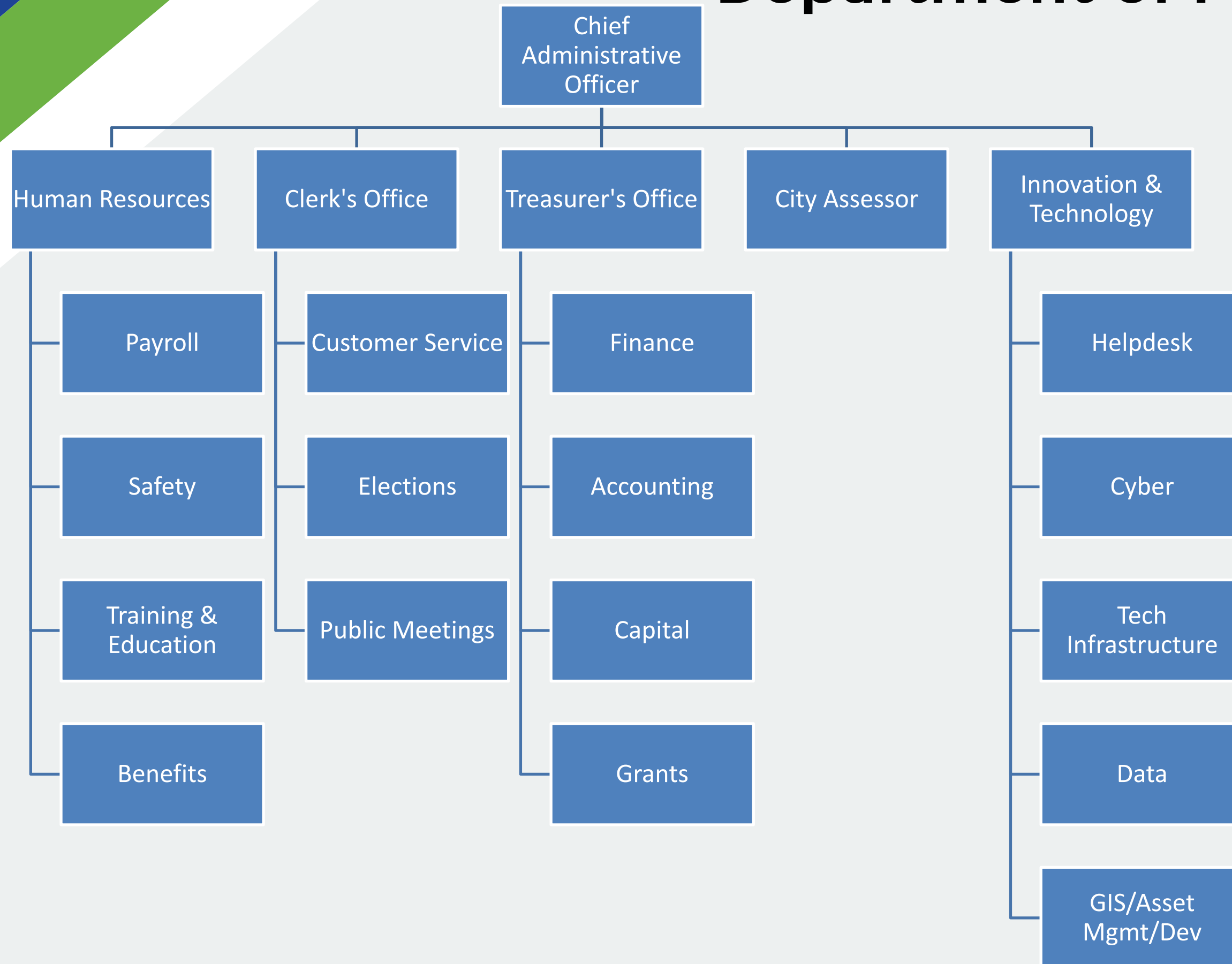
March 24, 2025

How are we handling departmental mergers & changes?

- Valuing people and their work
- Coordinating with the Unions
- Applying lessons learned each time to the next piece
- Creating strategic cost savings
- Improving processes for how we deliver services to the community



Department of Finance & Administration: Part 1



- **What is this department?**
- **Why start here?**
- **Some details...**

Department of Finance & Administration: Part 2, 3, . . .

- **Part 2: Centralize Accounting**
- **Part 3 and Beyond**



Ending Residential Recycling

- **Brief History of City Recycling**
- **What are the benefits to the customers?**
- **What are the benefits to the City?**



What's Next for ModernGov?

CEDO/BWD Merger

FY26 Plans

Board of Finance and City Council Submission Checklist

Emma Mulvaney-Stanak

Department: Mayor's Office Submitter: Scot Barker

Title/Subject: ModGov: Department of Finance & Administration Update

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☒	City Council	3/24/2025
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	3/18/2025	Scot Barker -- approved
Mayor's Office informed and approved memo	N/A	3/18/2025	No memo, just a deck to be presented to City Council during work session
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	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CAO has reviewed budget, financing, and memo	Yes	3/18/2025	Katherine Schad approved deck to be used
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	Yes	3/18/2025	Scot Barker built/approved deck.

Materials Included

	Included?	Note
Final Memo Attached?	N/A	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	Deck to be used for presentation to City Council
Draft Resolution or Motion?	N/A	Informational meeting re: Department of Finance & Administration

Board of Finance and City Council Submission Checklist

If for submission to Council, are sponsors identified?	Yes	Emma Mulvaney-Stank, Scot Barker, Katherine Schad, Kara Alnasrawi
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FY26 General Fund Budget Update to City Council

March 24, 2025



Goals for this Conversation

- Provide **updated FY26 general fund budget information** several weeks in advance of detailed review in May.
- Provide **status of expected savings through ModernGov and service inventory** initiatives.
- Discuss **expected mix of revenues**.
- Share expected **budget gap estimate** as of March, knowing that final figures are still being calculated.



General Context

- Held Budget Summit in August and work on **FY26 began in earnest in December.**
- Last year at this time the City also predicted a budget gap that was **successfully closed** without a general city tax increase.
- The City is **reducing use of one-time funds** (ARPA or use of fund balance) in the general fund budget as it is no longer available:
 - FY24 = \$5M
 - FY25 = \$3.5M
 - FY26 = \$1.3M (expected)



General Context

- The City is **following best practices** and reviewing budget to actual reports monthly and sharing these with BOF (with more in depth quarterly assessments).
- City has developed **new policies and procedures**, including the procurement and user fee policies, to create more standardized practices across depts. City also beginning to integrate **participatory and equitable budgeting** practices into budgeting.
- These contribute to **more sustainable, longer-term strategies that provide predictable information** for taxpayers.



Local Tax Structure Context

- Municipal Property Taxes comprise about **60% of general fund revenue.**
- Municipal tax rate is made up of 13 different dedicated (aka splinter) taxes (including General City, Police & Fire, Penny for Parks, and Library among others).
- Most of these dedicated taxes, but not all, are structured to be **revenue neutral after every assessment and require voter approval to increase.**
- This **forces structural budget gaps** unless the City keeps raising taxes.



Assumptions in Building the Budget

- All departments were asked to level-fund their budgets as a first step. This is essentially at **least a 4% reduction for each department** (they must find a way to absorb contractually required COLA + step increases).
- Safe staffing levels required for Police and Fire departments result in nearly 100% fixed costs for these departments. However, operations for both departments were scrutinized to save on other expenses.
- Additionally, there were \$2.4M of one-time funds used as revenues in FY25 in the Police and Fire departments.



Assumptions in Building the Budget

- **No new projects** or initiatives were included.
- We are prioritizing **affordability** for taxpayers.
- **Uncertainty in gross receipts** revenues due to likely decline in Canadian tourism, as ongoing trade tensions discourages cross-border travel and spending in Burlington.



Growth in Personnel Causing Budget Overage

Over 10 years GF increased from 420 regular positions to high of 518 in FY24 (23% increase). Reduction of 7.5 FTEs in FY25.

Type per Audit	Department	FY15	FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25 BUDGET	# Change from FY20-FY25
Administration	Mayor's Office	4	4	4	4	4	4	4	4	4	4	4	
Administration	Clerk/Treasurer's Office	21	21	20	20	18.8	18.78	20.85	24.85	25	25	23	4.22
Administration	Payroll	4	4	4	3.85	3.85	3.85	3.25	3.25	4	4	4	0.15
Administration	Information Technology	6	4	6	6	6	7	7	7	8	8	7	0
Administration	City Attorney's Office	8	8	8	8.6	8.6	8.6	8.88	9.5	9	9	9	0.4
Administration	Human Resources	5.5	6	7	7	7	8	7	8	9	9	9	1.0
Administration	REIB	0	0	0	0	0	0	4	11	11	10	4	4.0
Administration	GF - CEDO	0	1.7	4.68	5.34	6.03	6.97	5.97	13.77	11.06	10.71	9.45	2.5
Administration	Business & Workforce Developm	0	0	0	0	0	0	0	0	4.5	7.3	6.8	6.8
Administration	City Assessor's Office	3	3	3	3	3	4	5	5	5	5	3	-1.0
Administration	Planning	8	8	8	8	8	3	5	6	5	5	5	2.0
Safety Services	Fire Department	79.8	80.8	84.8	83.8	83.8	83.8	89.8	92.8	93.8	100	96	12.2
Safety Services	Police Department	136.2	140.2	144.2	147.7	146.7	146.7	145.7	121.7	134	141	146	-0.7

** Data from City's annual audit – note that therefore categories do not exactly match City departments*



Growth in Personnel Causing Budget Overage

Type per Audit	Department	FY15	FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25 BUDGET	# Change from FY20- FY25
Cultural & Recreation	Fletcher Free Library	21	21	24.5	25	22.63	22.63	28	28	28	23.98	23.98	1.4
Cultural & Recreation	Parks & Recreation	46.6	47	49	40	40	40	40.6	41.5	40.4	42.22	43.6	3.6
Cultural & Recreation	Public Buildings	0	0	0	7	6	6.5	9.5	13	13	17	19	12.5
Cultural & Recreation	Burlington City Arts	14.2	17	17	17	16.5	16.25	18	18	17	19.13	19.13	2.9
Cultural & Recreation	Cemetery	2	2	2	2	2.5	2.5	2.5	2.5	2.5	2.5	2.5	0.0
Public Works	Administration	4	4	4	5	6	6	5.6	5	5	5	5	-1.0
Public Works	Parking Services	0	0	0	0	0	0	0	8	3.9	4.5	5.37	5.4
Public Works	Recycling	4	3.3	3.3	3.3	2.3	3.3	3.3	3.3	4.3	4	4	0.7
Public Works	Streets	18.8	18.05	17.3	16.95	17.95	17.95	17.95	17.95	17.95	20	20	2.1
Public Works	Equipment Maintenance	9.1	9.1	9.2	9.1	9.1	9.1	9.1	9.1	9	10	10	0.9
Public Works	Engineering	9	11	13	13.5	13	14	14	13	13	12	12	-2.0
Inspection Services	Inspection Services	4	5	5	4	4	0	0	0	0	0	0	0.0
Inspection Services	Permitting and Inspections	12	12	12	12	12	21	21	21	20	20	20	-1.0
	Total General Fund FTEs	420.2	430.15	449.98	452.14	447.76	453.93	476	487.22	497.41	518.34	510.83	
	# Change from Previous Year		9.95	19.83	2.16	-4.38	6.17	22.07	11.22	10.19	20.93	-7.51	
	% Change from Previous Year		2%	5%	0%	-1%	1%	5%	2%	2%	4%	-1%	

** Data from City's annual audit – note that therefore categories do not exactly match City departments*



Other Drivers of the Budget

- \$3.5M of **one-time revenues** used in FY25 and must be replaced or those expenses reduced.
- Health insurance costs expected to rise about **11%**.
- The Fire and Police budgets comprise **almost 40% of the City's budget** and both contracts up for negotiation this year so increases for those employees are **not yet known for next year but estimated** in the budget.



FY26 Budget Caveats

- We have numbers from all departments but there is still a fair amount in flux and **we expect numbers to shift during the process.**
- Without a contract for police or fire unions, we can only make **informed estimates** about the impact on the FY26 budget.

As a self-insured entity, the City's health insurance budget cannot be "locked in" and **will continue to fluctuate** based on actual experience throughout the rest of FY25.



FY26 Expense Estimate

- CT and Department staff continue to refine expense budgets with a new draft expected in **early April**.
- Overall, projected expenses over FY25 remain **about \$8M. But expect this number to change.**
 - 89% of that is from Fire and Police departments.
 - The additional 11% is made up of small amounts throughout the general fund for urgent, necessary one-time investments including community safety initiatives.



FY26 Revenue Estimate

Additional revenues of about **\$2.8M** expected in FY26 over FY25:

Category of Revenue	Approximate Amount	Notes
Grand List Growth	\$600K	
\$.01 Public Safety Tax	\$900K	
Retiring of WTF TIF	\$1M	Last year of BPP per Charter
Remaining ARPA Funds	\$300K	



Cost Savings and Revenue Generation from ModGov

ModGov expected to save or generate about **\$1.7M** in FY26 over FY25:

Category	Approximate Amount	Notes
DFA Consolidation	(\$440K)	4 FTEs reduced
CEDO/BWD Consolidation	(\$330K)	3 FTEs reduced
Ending Municipal Collection of Recycling	(\$200K)	Solid Waste Generation Tax also reduced by 25-30%
Improved Collections of Property Tax and Gross Receipts	\$750K	Staff responsibilities and priorities changed



Cost Savings through Service Inventory Review

- All 10 GF departments with public facing services completed an inventory of all services they currently provide which included:
 - What requires the City to provide the service;
 - Resources required to deliver it;
 - Benefits received by the City; and
 - Any other organizations offering services.
- Each service was evaluated first based on if it is required by Charter or ordinance – if so, it was deemed essential. If not, service reviewed further.



Cost Savings through Service Inventory Review

- All services further considered to make recommendations for areas to reduce/cut/eliminate because it is not part of the City's/departments' core mission or it is no longer cost-effective to do so.
- Thus far administration has identified recommended strategic cuts totaling **about \$1M.**
- In April administration will work with departments to incorporate changes into proposed budgets
- Details presented to City Council in May budget presentations.



Current Gap

- Started with gap of \$8M less additional revenues of \$2.8M less \$1.7M in ModGov efficiencies less \$1M in service inventory reductions leaves:
- **Current gap of \$2.5M (about 2% of expected FY26 budget).**
- Not a deficit. A deficit is when government expenditures exceed revenues in a given period, leading to a shortfall against the budget.
- **Currently we have a gap in budgeting (as we always do at this point in the budget cycle),** that we are closing by increasing revenues and decreasing expenses.





Current FY26 Municipal Tax Estimate

- Did not ask for a tax increase and currently expect a **small decrease (about 1%) in municipal tax rate** (compared to 11% increase last year). **THIS MAY CHANGE.** This includes:
 - Plan to utilize remaining approved \$0.01 of previously voter-approved **fire & police tax.**
 - Dedicated taxes for **street capital and open space** will decrease a total of \$0.017.
 - Dedicated **retirement and debt taxes** will increase to meet budget needs.



FY26 Summary and Next Steps

- **Budget gap is steadily decreasing** by realizing efficiencies through ModernGov and reducing nonessential services.
- **Municipal tax rate** may decrease!
- Work continues to close gap and **present a balanced budget to City Council by early May.**



Questions and Discussion



BTV Impact Fee Program

Study Recommendations & Next Steps

March 24, 2025



What to Expect Tonight

- Overview of Current Fee Program
- Review of Proposed Recommendations
- Proposed Ordinance Changes
- Proposed Next Steps (& Schedule)



Current Fee Program

- Charges on new development to defray capital costs directly related to new development
- Spend on:
 - Improvements needed to serve growth
 - Maintain level of service as City grows
 - Projects with community-wide benefit (not just one development)
- Cannot be spent on:
 - Maintenance, operations, existing deficiencies
 - Project-specific impacts
 - Paying for same improvements twice (double charging)
- City's fees 1st adopted in 1990's
- Impact Fees supplement the City's other capital revenues



Current Fee Program

- Affordable & Senior Housing are exempt
- Fees are charged per 1,000 sq ft.
- Larger homes pay more than smaller homes

Department	Residential	Industrial	Offices & Other	Retail
\$ per 1,000 sq. ft. - in 2023 dollars				
Traffic (DPW)	\$224	\$299	\$771	\$839
Fire	253	224	227	227
Police	51	400	400	400
Parks	848	481	478	478
Library	525	0	0	0
Schools	1,095	0	0	0
Total	\$2,996	\$1,404	\$1,876	\$1,944



Current Fee Program – Revenue History

- \$350,000/year in fee revenue total (10-year average)
- \$30,000-80,000 across individual fee categories
- Not enough for significant capital projects

Fee Category	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2014-2024	
												Total	Ann. Avg.
Traffic	\$15,956	\$108,317	\$35,287	\$75,599	\$156,560	\$148,181	\$165,906	\$69,141	\$4,395	\$48,086	\$26,121	\$853,549	\$77,595
Fire	\$10,149	\$47,704	\$17,378	\$43,529	\$55,319	\$63,569	\$79,193	\$10,136	\$1,226	\$17,234	\$27,520	\$372,957	\$33,905
Police	\$6,208	\$51,538	\$20,587	\$70,348	\$37,936	\$59,331	\$96,775	\$16,245	\$2,247	\$24,085	\$7,002	\$392,301	\$35,664
Parks	\$31,089	\$124,353	\$48,848	\$124,957	\$137,357	\$168,670	\$190,026	\$20,941	\$3,087	\$42,564	\$92,582	\$984,474	\$89,498
Library	\$19,536	\$42,080	\$15,947	\$31,978	\$69,664	\$68,156	\$72,544	\$5,832	\$3,038	\$13,968	\$57,502	\$400,245	\$36,386
School	\$40,778	\$87,838	\$42,990	\$156,750	\$69,358	\$122,835	\$201,786	\$17,685	\$6,343	\$24,792	\$118,119	\$889,275	\$80,843
Total	\$123,716	\$461,830	\$181,037	\$503,161	\$526,195	\$630,742	\$806,231	\$139,979	\$20,336	\$170,728	\$328,846	\$3,892,800	\$353,891

Source: City of Burlington



Proposed Impact Fee Program Recommendations

Conditions needed for Impact Fees:

1. Growing Community

- Enough growth to create demand for services & capital facilities
- More often suburban/exurban communities
- “Greenfield” development

2. Clearly defined capital project needs

- Steady, predictable growth drives capital needs
- New & expanded bike lanes, sidewalks, & roads
- New public safety facilities, new parks, new equipment

3. Infill communities are less suited to impact fees

- Can serve new development with existing infrastructure
- Efficient growth pattern
- Less infrastructure demand



Proposed Impact Fee Program Recommendations

EPS	RSG	Raftelis
Fees Reviewed: - Parks, Police, Fire, Library, & School	Fees Reviewed: - Restructuring Traffic Fee to be Transportation & Multimodal Fee (capacity to increase moving people)	Fees Reviewed: - Water & Sewer Buy-In Impact Fees

Fee Study Process:

- Draft nexus study calculations
 - Inventory City capital assets & current replacement costs
 - Calculate potential for new impact fees with current fee categories
- Department Interviews: Capital Projects
 - Identify capital expansion projects
 - Found that most capital projects are for maintenance & upgrades
- Reorganized Fee Categories
 - Combined fee categories to give more flexibility to spend funds
 - Revised nexus study & fee calculations



Proposed Impact Fee Program Recommendations

Decision Criteria:

1. If we collect Impact Fees, can we spend them on eligible projects?
 - a) Is there a nexus to growth/development?
 - b) Do projects add capacity to provide services?
2. Will we need other funding to close the gap?
 - a) Do we need other money to “unlock” the impact fees?
 - b) Can we spend impact fees within 6 years?
3. Will Impact Fees generate enough money to be worthwhile?



Proposed Impact Fee Program Recommendations

1. Eliminate several fee categories
 - Weak nexus with growth
2. Replace with:
 - Water & Sewer Impact Fees
 - Transportation/Multimodal Impact Fee
3. Proposed changes = increase in impact fees \$1,000-3,000 per residential unit

Fee Category	Current	Fee Study	Proposed
Transportation/Multimodal	✓	✓	✓
Parks & Rec	✓	✓	
School	✓		
Library	✓		
Police	✓		
Fire	✓		
General Facilities		✓	
General Fleet		✓	
Water		✓	✓
Sewer		✓	✓

Source: Economic & Planning Systems



Proposed Impact Fee Program Recommendations

- Continue collecting Impact Fees, but FOCUS on:
 - Essential Infrastructure
 - Large Capital Costs
 - Best Nexus with New Development
- Shift the “fee stack” to transportation, water, & sewer
 - Continue collecting revenue, but in different fee categories
- Moderate fee increases
 - Fees increase, but not as much as they would if current structure was maintained
- Water & Sewer Buy-In fees recoup the equity paid by current users from new customers who have been paying rates
 - Adopt incremental buy-in fee component for capacity expansion related portions of capital projects
 - Revenue will offset future debt service for all rate payers

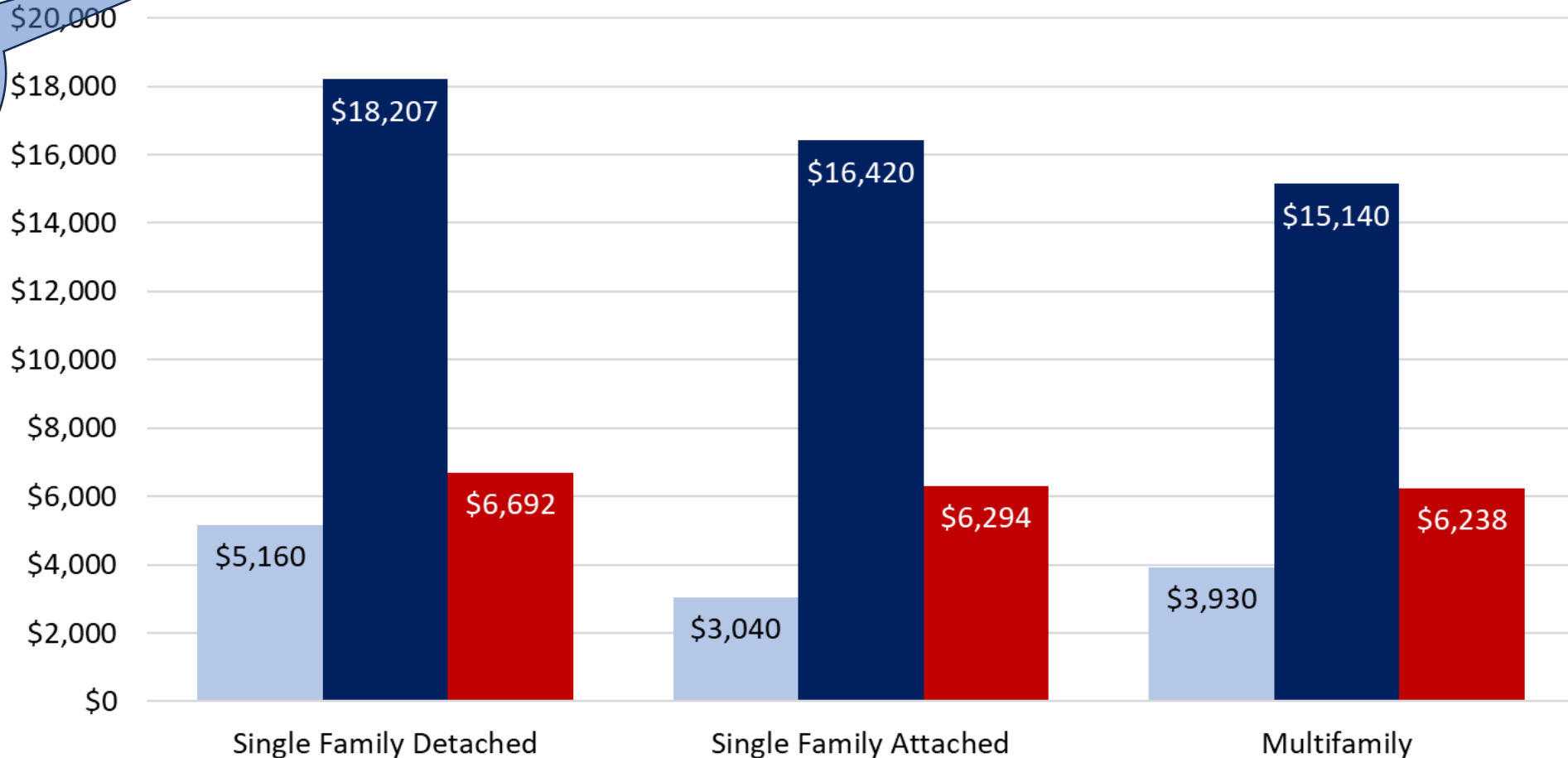


What this looks like

■ Current ■ Updated ■ Proposed (water, sewer, transportation)

Residential Impact Fee Per Unit

Updated
asset
values/
costs = large
increase





Surrounding Community Comparison

Community	School	Parks/Trails/ Recreation	Fire	Police	Facilities	Fleet	Transport./ Roads	Water	Wastewater	Total
Single Family										
Burlington (Draft Proposed)	\$0	\$0	\$0	\$0	\$0	\$0	\$871	\$4,169	\$1,653	\$6,692
South Burlington	\$8,900	\$964	\$0	\$0	\$0	\$0	\$1,010	\$3,410	\$3,459	\$17,743
Colchester	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,250	\$0	\$1,250
Winooski	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,811	\$2,856	\$5,667
Essex	\$0	\$628	\$0	\$0	\$0	\$0	\$0	\$3,124	\$2,239	\$5,991
Essex Junction	\$3,800	\$628	\$0	\$0	\$0	\$0	\$0	\$0	\$1,510	\$5,938
Williston	\$0 [1]	\$2,100	\$0	\$0	\$0	\$0	\$1,789	\$2,376	\$3,261	\$9,527
Shelburne	\$0	\$1,864	\$0	\$0	\$0	\$0	\$0	\$3,598	\$3,425	\$8,887
Multifamily										
Burlington (Draft Proposed)	\$0	\$0	\$0	\$0	\$0	\$0	\$417	\$4,169	\$1,653	\$6,238
South Burlington	\$4,600	\$641	\$189	\$353			\$670	\$3,410	\$3,459	\$13,322
Colchester	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,250	\$0	\$1,250
Winooski	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,811	\$2,856	\$5,667
Essex	\$0	\$473	\$0	\$0	\$0	\$0	\$0	\$3,124	\$2,239	\$5,836
Essex Junction	\$2,000	\$473	\$0	\$0	\$0	\$0	\$0	\$0	\$1,510	\$3,983
Williston	\$0 [1]	\$1,659	\$0	\$0	\$0	\$0	\$915	\$1,395	\$1,914	\$5,883
Shelburne	\$0	\$1,017	\$0	\$0	\$0	\$0	\$0	\$3,598	\$3,425	\$8,040

[1] The School Impact Fee pursuant WDB 44 was retired on November 18, 2024.



Proposed Ordinance Changes

Summary of Staff Recommendations for Implementation:

- Update the Administrative Regulations to include the complete set of impact fee regulations & the newly adopted fee amounts.
- Repeal the Ordinance Code reference and amend the Comprehensive Development Ordinance to reference the Administrative Regulations.
- Determine what role the Department of Permitting & Inspections will play in fee collection.
- May need to include impact fee legislation in either or both the Comprehensive Development Ordinance and Ordinance Code, with appropriate cross-references.
- Update regulations to clarify which inflation measure to apply.
- Review existing waivers and consider eliminating some.
- Consider fee credits for offsite construction other than streets/sidewalks and water infrastructure essential to the development of the project.
- Consider Inclusionary Zoning changes alongside proposed Impact Fee Changes.



Proposed Ordinance Changes

The City's current Impact Fee Regulations live in 3 places:

- B.C.O. Section 21-41:
<https://www.codepublishing.com/VT/Burlington/#!/Burlington21/Burlington2101.html#21-41>.
 - B.C.D.O. Article 3, Part 3: <https://www.burlingtonvt.gov/DocumentCenter/View/2501/Applications-Permits-and-Project-Reviews-PDF?bidId=>, beginning at p. 3-23.
 - The City's Impact Fee Administrative Regulations: <https://www.burlingtonvt.gov/730/Impact-Fee-Administrative-Regulations>.
- Having the same set of rules in 3 places can create confusion & conflicting regulations.
 - Staff recommends updating the Administrative Regulations, to include the complete set of impact fee regulations and newly adopted fee amounts.
 - If DPI continues to administer the fee program, staff recommends repealing the Ordinance Code reference & amending the Comprehensive Development Ordinance (CDO) to reference the Administrative Regulations.
 - Water fees may not always be collected at receipt of development permit. Staff needs to determine what the fee collection process will look like.



Proposed Ordinance Changes

What Exemptions Should Apply?

- Current exemptions include:
 - Additions to an existing residential unit
 - Certain other additions & changes in use
 - School impact fees for senior housing projects
 - Affordable housing waivers for affordable units in excess of IZO requirements (ranging 25-100%, depending on levels of affordability)
 - Inclusionary Units
 - Community garden waiver
- Staff Recommendations: **maintain existing waivers except** –
 - Community Garden waiver: Eliminate as it has never been used and would be moot with adoption of new fee structure
 - Senior Housing Project waiver: Leave dormant in case future school fees are adopted

*** Different exemptions may ultimately apply to Water Resources Impact Fees**



Proposed Ordinance Changes

Credits:

- City's regulations provide that offsite improvements (except for streets/sidewalks & stormwater, sewer, & water infrastructure essential to development of a project) cannot be required in a category for which fees are paid.
- Staff recommends instead that developers be given fee credits for other project exactions.



Proposed Ordinance Changes

Impact Fees & Inclusionary Zoning

- Impact Fees & Inclusionary Zoning requirements are two of the primary development costs required by the City.
- Draft amendments to IZ standards would reduce IZ burden to developers:
 - Elimination of the highest IZ requirement tier (25%)
 - More easily utilize the off-site requirement
 - Allow payment-in-lieu in some cases where not allowed today
 - Allow flexibility in mix of for-sale and rental units in large projects
- The payment-in-lieu fee is proposed to increase substantially
- Moderate Impact Fee increases would be coupled with greater flexibility in Inclusionary Zoning standards & requirements.



Next Steps: Tentative Implementation Schedule

Date	Body
March 24th	City Council – Working Session to tie up loose ends, review any Councilor questions, and discuss implementation scheduling and process.
April 8th	Planning Commission – Review Impact Fee recommendations and approach, Admin Regs, Impact Fee Ordinance, and Zoning Ordinance Changes
May 13th	Planning Commission – Public Hearing (Zoning Ordinance & Admin Regs)
May (TBD)	City Council – Public Hearing, 1 st Read of proposed changes (not including zoning ordinance?)
May (TBD)	City Council – Public Hearing, 2 nd Read of Proposed changes (if needed)



Questions?

Thank you!



Supplemental Information

Detailed Fee Comparison: Current vs Proposed

Impact Fee	School	Traffic	Parks & Rec.	General Facilities	General Fleet	Library	Police	Fire	Sewer	Water	Total	% Change from Current
Residential Fee Per Unit												
Updated Fee												
Single Family Detached	\$0.00	\$870.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,652.70	\$4,168.80	\$6,692.45	29.7%
Single Family Attached	\$0.00	\$472.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,652.70	\$4,168.80	\$6,294.04	107.0%
Multifamily	\$0.00	\$416.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,652.70	\$4,168.80	\$6,238.44	58.8%
Current Fee												
Single Family Detached	\$1,885.84	\$385.78	\$1,460.45	\$0.00	\$0.00	\$904.17	\$87.83	\$435.72	\$0.00	\$0.00	\$5,159.80	
Single Family Attached	\$1,111.24	\$227.32	\$860.58	\$0.00	\$0.00	\$532.79	\$51.76	\$256.75	\$0.00	\$0.00	\$3,040.45	
Multifamily	\$1,436.22	\$293.80	\$1,112.25	\$0.00	\$0.00	\$688.60	\$66.89	\$331.84	\$0.00	\$0.00	\$3,929.61	
Non-Residential Fee Per "Unit/1,000 sq. ft."												
Updated Fee												
Retail/Commercial	\$0.00	\$3,681.07	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$314.80	\$463.20	\$4,459.07	129.4%
Restaurant	\$0.00	\$4,695.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,399.71	\$9,106.71	\$27,202.15	N/A
Hotel	\$0.00	\$287.23	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,158.00	\$787.00	\$2,232.23	N/A
Office	\$0.00	\$1,334.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$172.64	\$254.03	\$1,760.89	-6.1%
Industrial	\$0.00	\$602.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$140.92	\$207.35	\$950.52	-32.3%
Warehouse	\$0.00	\$166.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$178.51	\$262.67	\$607.96	-56.7%
Institutional/Nursing Home	\$0.00	\$546.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,040.59	\$1,531.13	\$3,118.38	66.2%
Current Fee per 1,000 Sq. Ft.												
Retail/Commercial	\$0.00	\$839.00	\$478.00	\$0.00	\$0.00	\$0.00	\$400.00	\$227.00	\$0.00	\$0.00	\$1,944.00	
Office	\$0.00	\$771.00	\$478.00	\$0.00	\$0.00	\$0.00	\$400.00	\$227.00	\$0.00	\$0.00	\$1,876.00	
Industrial	\$0.00	\$299.00	\$481.00	\$0.00	\$0.00	\$0.00	\$400.00	\$224.00	\$0.00	\$0.00	\$1,404.00	
Warehouse	\$0.00	\$299.00	\$481.00	\$0.00	\$0.00	\$0.00	\$400.00	\$224.00	\$0.00	\$0.00	\$1,404.00	
Institutional	\$0.00	\$771.00	\$478.00	\$0.00	\$0.00	\$0.00	\$400.00	\$227.00	\$0.00	\$0.00	\$1,876.00	



Supplemental Information: Capital Project Lists

PROJECT NAME	DESCRIPTION
Union Street	Increase capacity through upgrading bike lanes to be protected.
Battery Street	Increase capacity by shifting road space to accommodate higher capacity modes
North Street	Increase capacity by shifting road space to accommodate higher capacity modes
Pearl Street	Increase capacity by shifting road space to accommodate higher capacity modes
Main Street (East)	Increase capacity with a multimodal shared path
Colchester Ave	Increased capacity through improved transit infrastructure, multimodal shared use path, and improved signalization

Transportation/Multimodal Impact Fee:

Constructing Capacity by 2035 that will serve growth beyond that timeframe.

Impact Fees are assessed **only** the share of capacity consumed during the next 10 years.

\$34 million of project costs. City aims to pay for 80% of project cost via Federal support – Reducing costs to \$6.8 million eligible for impact fee



Supplemental Information: Capital Project Lists

Water & Sewer:

- Buy-In Impact Fee Revenue will be spent on any replacement/renewal projects within the wastewater and water systems, including but limited to:
 - Replacement/relining of water mains or sewer pipes
 - Replacement of water treatment/supply and wastewater



Supplemental Information: Capital Project Lists

General Facilities:

- \$9.1M in eligible costs
- Significant other funding needed to bridge gap
- Some renovation projects that will have marginal capacity increases

Project	Estimated Cost	Useful Life ¹	% Allocated to Growth	Impact Fee Eligible Cost	Status
Library					
North Branch Expansion	\$360,000	---	100%	\$360,000	Unfunded long-term
Fletcher Library Renovation	\$25,000,000	30 years	18.9%	\$4,727,873	Unfunded long-term
2 Library Material Hold Lockers	\$21,000	10 Years	8.2%	\$1,717	Unfunded long-term
Police					
Office Renovation for CSOs and CSLs	\$1,200,000	---	100%	\$1,200,000	Current Need
Fire					
Fire Station Consolidation	\$15,000,000	30 years	18.9%	\$2,836,724	Unfunded long-term
Total	\$41,581,000			\$9,126,314	

¹Useful life before replacement or significant capital re-investment is needed.

Source: City of Burlington; Economic & Planning Systems



Supplemental Information: Capital Project Lists

General Fleet:

- 1 net addition to Fleet identified
- Fleet replacement is not eligible

Project	Estimated Cost	% Allocated to Growth	Impact Fee Eligible Cost	Status
EMS Director Truck or new batallion car	\$70,000	100%	\$70,000	In Current Funding Request
Total	\$70,000		\$70,000	

Source: City of Burlington; Economic & Planning Systems



Supplemental Information: Capital Project Lists

Project	Estimated Cost	% Allocated to Growth	Impact Fee Eligible Cost	Status
Calahan Park				
Community Garden Expansion	\$116,000	100.0%	\$116,000	Unfunded long-term
Multi-Use Building + Covered Outdoor Space	\$625,000	100.0%	\$625,000	Unfunded long-term
Primary and Secondary Paths	\$1,000,000	100.0%	\$1,000,000	Unfunded long-term
Multi-Use Pavilion / Ice Rink	\$900,000	100.0%	\$900,000	Unfunded long-term
Subtotal	\$2,641,000		\$2,641,000	
Total	\$2,641,000		\$2,641,000	

Source: City of Burlington; Economic & Planning Systems

Parks & Recreation:

- Screened out: Marina, waterfront, & pier maintenance/replacement projects (\$2.5M)
- Calahan Park
 - In an area planned for new development
 - Heavily used



To: City Council
From: Kara Alnasrawi, Director of Business & Workforce Development
Brian Pine, CEDO Director
CC: Mayor Mulvaney-Stanak
Katherine Schad, CAO
Date: March 24th, 2025
Re: Memorial Block Redevelopment Update

Background

In March 2024, the City entered into a Pre-Development Agreement with Eric Farrell and Joe Larkin (“the developers”) to explore the feasibility of partnering to redevelop the Memorial Block. The agreement outlined the expectations and next steps of each party. The Memorial Block is bordered by Main St., So. Winooski Ave., College St., and South Union Street. The City-owned portion of Memorial Block includes the Fletcher Free Library, Memorial Auditorium, the historic Central Fire Station, and the Main St. Parking Lot. The developers hold site control over the remaining properties of 230 Main St., 234 Main St., and 236 Main St. which are located between Memorial Auditorium and the Main Street Parking Lot. The northeast corner of the block is owned by the College Street Congregational Church.

The pre-development agreement outlines the process by which both parties will move towards a shared goal of redeveloping the block to include housing, public parking, commercial activity, a meaningful connection between adjacent neighborhoods that encourage pedestrian movement, and public assembly or civic space to be accessible to all members of the community.

Please see attachment A for the full pre-development agreement. Due to staffing changes and a change in administration, the pre-development agreement has been amended twice to allow more time, which has resulted in a total 8-month extension to all dates listed in the agreement.

Updates

This memo provides updates on five of the agreed upon tasks required to explore the feasibility of a partnership between the developers and the City to redevelop the Memorial Block and outlines the anticipated next steps in the process. These update areas are:

- Community Engagement
- Financial Due Diligence
- Land Appraisal
- Relocation of Central Fire Station / Public Health & Safety Building
- Funding / Financing Sources

Community Engagement:

The pre-development agreement identifies including the public in the process of re-envisioning the Memorial Block as an important element and goal of the project and tasks the City with, “engag[ing] the public to solicit feedback regarding the desired public uses to be incorporated into the program for the Project.”. Throughout the fall and winter of 2024/2025, CEDO led a community engagement process over several months that included:

- In-person “open house” at Fletcher Free Library (September 2024)
- Community survey (November 2024 – January 2025)
 - 565 responses
 - Ads in North Ave News and Front Porch Forum to promote survey responses
 - Quick Response (QR) code Stations at Fletcher Free Library, Miller Center, City Hall to promote survey responses
- City & Lake Semester student engagement (November 2024)
- Preservation Burlington meeting (September 2024)

The results of all engagement efforts show a strong preference for a shared public space that is flexible in nature and free to use. This information will help inform the City and developers as the program is refined and community/civic components of the project are being advanced. Please see attachment B for full survey results.

Financial Due Diligence:

The pre-development agreement calls for the City to evaluate “the experience, qualifications and financial capability of the Developer and its principals, and their ability to implement a feasible plan for the Project.” To complete this task, the City engaged the services of Shehadi Advisory, a community development financial advisory firm, to conduct a financial due diligence analysis on the development partners and provide a third-party assessment of the developers’ financial capacity and development capabilities to the City. This due diligence analysis, which was finalized in January 2025, is meant to provide the City with information needed to determine the capability of the Developers to design, finance, construct, operate and manage the Project long-term. Please see attachment C for the complete financial due diligence report.

Excerpt from Shehadi Advisory summary conclusion page 2: *“The Developers have been very responsive to my diligence requests and refreshingly open about their background and experiences, the reasons they are involved in the Memorial Block redevelopment and the quite substantial challenges involved in*

successfully redeveloping the Memorial Block. They are long-time Burlington residents with a deep commitment to their City, extensive experience developing various types of real estate projects in the Burlington area (and elsewhere), a track record of obtaining both debt and equity financing for their projects, and very strong references. They have completed an appropriate amount of pre-development work for a project at this early stage and have personally funded such work. In my opinion, they are more than qualified to undertake the redevelopment of the Memorial Block.”

The administration, city officials from BWD and CEDO, and the city’s external real estate development consultant have reviewed the financial due diligence in detail and are satisfied with its results. The City acknowledges that this project will require multiple phases and multiple revenue sources to complete both the commercial and residential development portions of the project and the indoor and outdoor civic spaces as called out in the financial due diligence analysis.

Land Appraisal:

The pre-development agreement calls for an appraisal to determine the existing value of the Memorial Block properties based on a mutually agreed-upon set of assumptions and parameters.

Brian C. Harris, MAI, of Cushman & Wakefield was mutually selected by both parties and met multiple times with the developers and the City to develop the assumptions and parameters for the appraisal.

The appraisal determines the value of the land comprising the entire development parcel (including both city and privately-owned parcels) based on the proposed conceptual development program plus the “as is” value of the Central Fire Station building which is intended to remain intact and undergo adaptive reuse by the developers. Per the table below, the appraisal assigns a land value of \$10.8MM for the entire development parcel (89% of which is held by the City). The appraisal and the total development parcel value will serve as one of the foundational elements of the proposed implementing documents (section 7 of the Pre-Development Agreement). For full land appraisal please see attachment D.

FINAL VALUE RECONCILIATION	
	Hypothetical Prospective Market Value
Date of Value	January 1, 2026
Land Valuation - Multi-Family Component	
Land Value	\$3,750,000
Land Value Per Unit (145 units)	\$25,862
Land Valuation - Commercial Component (Including Fire House)	
Land Value	\$3,750,000
Land Value Per SF of Development Area	\$85.23
Land Valuation - Hotel Component	
Land Value	\$3,325,000
Land Value Per Unit (128 Keys)	\$25,977
Final Value Conclusion-Combined	\$10,825,000
Compiled by Cushman & Wakefield of Massachusetts, LLC	

As the appraisal is based on a preliminary program, it will likely need to be updated based on the final approved/permitted development program for the development parcel. Any updates will use the methodology, and value per development component (as shown above), as identified in the appraisal.

Please note: the Land Valuation – Commercial Component also refers to the value of civic space.

Relocation of the Central Fire Station / Creation of a Public Health & Safety Building:

The City has begun the process of finding a feasible site to relocate the Central Fire Station. This relocation is a condition of the predevelopment agreement and the current historical building on the Memorial Block site is in disrepair and is no longer considered a reasonable structure to house a modern fire safety facility. Simultaneously, the City recognizes that the Pomerleau Police Station at 1 North Ave., is equally in disrepair and no longer serves the needs of the existing Police Department or the public. Thus, the City posted a Request for Qualifications (RFQ) to kick off a project to find a site and begin the design of a new Public Health & Safety Building that would house both the Central Fire Station and the Police Station, as well as provide more space for the City’s Public Health responders.

On November 25, 2024, the City issued an RFQ for the “Site Feasibility Analysis & Design/Engineering for a Public Health & Safety Building”, and proposals were due December 20, 2024. The RFQ asked respondents to provide responses across three different phases of work and noted that the City would only be issuing a contract and notice to proceed on Phase 1. The Phases have been identified as the following:

- Phase 1: Site Feasibility, Concept Design, and Community Engagement
- Phase 2: Preliminary through Final Design/Engineering
- Phase 3: Bid Documents through Construction Management

Phase 1 will be the focus of this initial design contract, and will involve site feasibility, site selection, building programming and spatial needs, conceptual designs, and public outreach and engagement (including website content and management). The proposed contract being negotiated is drafted to anticipate Phase 2 as defined by the RFQ, which includes full design and permitting of the project. This will allow the City to enter into one contract, with the agreement that there will be a future conversation around amending the maximum limiting amount of the contract pending negotiations around Phase 2 before or immediately after the conclusion of Phase 1.

The City received seven proposals by the due date and assembled a team to review all of the proposals. All proposals were evaluated based on the following criteria: Experience, Qualifications, Understanding, Schedule, and Cost.

After a rigorous process, Dore & Whittier was selected as the top firm for this contract. A Notice of Intent to Award the contract to Dore & Whittier was submitted to all respondents on February 10, 2025.

The goal is to complete contract negotiations with the consultant, receive budget authorization from the Board of Finance and City Council (March 24, 2025), and kick off Phase 1 of the contract shortly thereafter. Below is the tentative project schedule as defined in the RFQ which is subject to change.

Spatial Analysis and/or Draft Concept Design	April 2025
Completion of Site Feasibility	May 2025
Initiation of Public Outreach	June/July 2025
Selection of Preferred Concept	October 2025
Initiation of Phase 2	November 2025

The Dore & Whittier Phase 1 proposal cost estimate is \$151,145. Understanding there are a lot of unknowns with this project, the Capital Program Director is adding a contingency of \$48,855 for a total Phase 1 project budget of \$200,000.

Funding/Financing Sources:

The pre-development agreement calls for the City to take an active role in identifying and pursuing funding sources and financial benefits that may be available to the project by reason of the City's involvement and support of this project. These funding/financing sources are a key component of this public-private-partnership and will be required for the project to be successful. In support of this effort, the City was awarded 17 hours of HUD Technical Assistance to identify potential sources of funding that would be appropriate for such a project. The BWD team has met several times with the technical assistance team and the developers and is investigating funding that includes but is not limited to:

For the City and Developers to pursue in partnership:

- Downtown Sales Tax Reallocation
- Downtown Transportation Fund
- HUD 108 Loan Program
- NBRC (Northern Borders Regional Commission) Catalyst Program (up to \$1M for public infrastructure)
- TIFIA (Transportation Infrastructure Finance & Innovation Act)
- TIF
- Tax Stabilization

For Developers to pursue:

- NMTC (New Markets Tax Credits)
- Opportunity Zone Financing (if legislation is extended and political climate changes in Vermont)
- Historic Tax Credit (for redevelopment of the Central Fire Station)
- Downtown and Village Center Tax Credit
- Low-Income Housing Tax Credit (LIHTC)

The final report from HUD examines the recommended sources of funding and provides examples of projects from other communities that successfully utilized such funding. The City will further explore the final suggested funding sources from HUD and will work with the developers to identify the funding and financing opportunities that make the most sense for this project and the required role of the City for such sources. Please see attachment E for the HUD recommendations which is not exhaustive.

In addition, the City is pursuing a grant opportunity to help us support the work of this partnership and the need for the City to engage external legal counsel and an external real estate development consultant. In addition, CEDO has requested that the scope of work to be funded with the USDOT grant under the "Innovative Finance and Asset Concession" grant program secured for SECORD be amended to allow funds to support similar technical expert services for Memorial Block redevelopment.

Next Steps:

Conceptual Design and Program:

Developers will soon be ready to share the conceptual design vision and program for the Memorial Block. This will include a preliminary program (housing units, hotel rooms, commercial space, indoor and outdoor civic spaces and parking) and design that responds to the elements and goals identified in the predevelopment agreement and community input. The Developer will share these plans with City staff and leaders of the Council's caucuses upon completion which is estimated to be April 2025.

Preliminary Project Budget / Funding & Financing Sources:

The developers will also be providing a preliminary budget for the Project, including a sources and uses table, to include estimated hard and soft costs typically associated with the development and construction of a project that includes the desired programmatic elements as well as potential sources. The preliminary project budget will serve as the foundation for ongoing collaboration between the City and developers to identify, and develop a plan to pursue, funding sources and financial benefits that may be available to the project through public-private partnership. This preliminary budget will be share with City staff no later than August of 2025 at the latest as stipulated in the second extension of the pre-development agreement. However, the development team is hopeful that they can share this prior to the deadline.

Community Engagement:

The proposed conceptual design and vision for the block, including visual renderings and a description of the program will be shared publicly and the City will continue to solicit feedback regarding the desired public uses to be incorporated into the program for the project and to continue to inform the development of the overall project design. CEDO is managing the community engagement portion of this project and anticipates inviting the community to give feedback on the visual renderings by late spring 2025.

Relocation of the Central Fire Station / Public Health & Safety Building:

As described above, once the City Council authorizes the Phase 1 project budget and the contract is executed, the Public Health & Safety Building project will begin. The design team will immediately engage in site feasibility/site selection and the programming needs for the new building. This will require a lot of stakeholder engagement from the City's public safety teams. Per the project schedule described above, there is a goal to have a site selected by October 2025. This schedule will be refined with the design team during the kickoff meeting for this project based on the contract award being delayed by a month. The City Project Team will provide updates to the Council and the Development Team as the project gets underway and work toward a realistic timeline for relocation of the Central Fire Station

Pre-Development Agreement

This Pre-Development Agreement (“Agreement”) is entered into as of March **26**, 2024 by and between the **City of Burlington**, a Vermont municipal corporation (the “City”) and **Eric Farrell** (employee of Farrell Real Estate, Inc. d/b/a Farrell Properties) and **Joseph Larkin**, each with a business address in Burlington, Vermont (joint and severally, “Developer”). Each is referred to individually as a “Party” and collectively as the “Parties.”

Background

- A. The “Memorial Block” is the city block in Burlington, Vermont bounded by Main Street, South Winooski Avenue, College Street, and South Union Street, measuring ±3.81 acres. The City owns ±2.95 acres, or 77%, of the Memorial Block including the historic Central Fire Station (the “CFS”), the Fletcher Free Library, Memorial Auditorium and the Main Street parking lot. The northeast corner of the Memorial Block is owned by the College Street Congregational Church (measuring ±0.58 acres), and Developer holds site control over the remaining ±0.28 acres including the properties numbered 230 Main Street, 234 Main Street and 236 Main Street located between Memorial Auditorium and the Main Street parking lot. An orthophoto outlining the boundaries of the City-owned portions of the Memorial Block is attached hereto as **Exhibit A**.
- B. The City seeks to redevelop the Memorial Block (the “Project”) as anticipated in *planBTV - Downtown and Waterfront Master Plan* adopted on June 10, 2013, and has entered into a Letter of Intent dated November 9, 2023 with Developer’s principals, Eric Farrell and Joe Larkin, in which the Parties agreed to work diligently to execute a formal and binding pre-development agreement on or before March 29, 2024 reflecting the expressions contained therein, including the following description of the Parties’ vision and goals with respect to the Project (such vision and goals being the “Project Principles”¹):

“The redevelopment plan should reflect the following important elements and goals:

- The architectural design of the Memorial Block should be inspirational and welcoming. It should honor both the history of the City and the promise of its future.
- The architectural design of the Memorial Block should reflect its central role as an important point of entry into Downtown Burlington.
- The Memorial Block should represent a meaningful connection between adjacent neighborhoods, encouraging pedestrian movement in support of the businesses and services all along the way.

¹ The Letter of Intent (LOI) refers to the “Gateway Block”; the quoted language below replaces the term “Gateway Block” with the term “Memorial Block” but is otherwise a direct quote from the Letter of Intent.

- The Memorial Block design should embrace the presence of the College Street Congregational Church and the Fletcher Free Library buildings and endeavor to create a vibrant pedestrian streetscape surrounding these important community resources.
- The Memorial Block should maintain the historic integrity of the Central Fire Station, repurposing it to serve in many capacities, such as additional public space, as a function space for an adjacent hotel, or some combination of public and private uses. The potential relocation of the Central Fire Station will be thoroughly studied to ensure the highest level of public safety and to improve the working conditions of fire department members.
- The Memorial Block should include a Central Public Assembly & Activity Space to replace Memorial Auditorium, although not of equal size nor equivalent in use, anchoring the core of the Block and serving as the heart of this new community. Alternatively, such space could be comprised of a combination of a portion of Memorial Auditorium that is retained and new Central Public Assembly & Activity Space. New public space on the Memorial Block should include space dedicated to youth. Such spaces can be either owned privately, or owned by a public/private partnership, or a combination thereof.
- If no portion of Memorial Auditorium is retained, then the Central Public Assembly & Activity Space should include a Veterans Memorial using the plaques that are currently on display in the lobby of Memorial Auditorium,
- After nearly 100 years of public ownership of most of the properties in the Memorial Block, the public should be included in the process of re-envisioning this area.
- The Memorial Block may include hotel use with a minimum of 100 rooms, serving as a vibrant anchor for the Block.
- The Memorial Block should result in the creation of a minimum of 200 units of housing, including a mix of housing types, and both affordable and market-rate units. The affordable housing must satisfy the City's requirement for inclusionary housing units, which requirements will be more specifically articulated in the Development Agreement.
- The Memorial Block should explore secure rooftop greenspaces, where feasible, for the enjoyment of the residents, business employees, hotel guests and the general public, when appropriate (i.e., during public events). Rooftop solar should be considered wherever feasible.
- The Memorial Block should be designed to advance the City's Net Zero Energy goals.

- All parking for the Memorial Block should be located within an understory garage, not visible from the surrounding streets except for the required garage entrances. The garage should include a component of public parking. Incidental surface parking and drop-off zones should be allowed at the entrances to the hotel, residential buildings, Fletcher Free Library, and the College Street Congregational Church. Surface parking should not otherwise be allowed within the Memorial Block.
- The architectural plans for the Memorial Block should be coordinated with, be complementary to, and otherwise support the significant improvements planned for the Main Street corridor.”

C. Developer and the City desire to enter into and memorialize certain agreements to reasonably facilitate Developer’s development of the Project substantially in accordance with the Project schedule referenced below.

Now therefore, in consideration of the covenants, considerations and mutual benefits set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and Developer agree as follows:

1. Preliminary Project Schedule. The Parties desire to determine, by December 31, 2024, whether the Project is viable. To determine viability, the Parties agree to work together in good faith to implement the terms of this Agreement and to enter into subsequent agreements as reasonably necessary to achieve mutually desired outcomes. If the Parties determine that the Project is viable, they anticipate negotiating and executing either a formal development agreement or a ground lease and other Implementing Documents (defined below) by June 30, 2025, after which Developer would obtain all necessary municipal, state and federal land use and regulatory permits for the Project (“Project Permits”) by June 30, 2026 and would commence Project construction by October 31, 2026.

2. Due Diligence Period. To determine whether the Project is viable, Developer agrees to undertake and perform due diligence with respect to the Memorial Block, as described below, from the date of this Agreement until December 31, 2024 (the “Due Diligence Period”). In the event the Developer has made a good faith effort to perform its due diligence requirements, as set forth below, but has not been able to complete such undertakings and analysis by December 31, 2024, through no fault of its own, or in part due to the City’s inability to perform its obligations as set forth below, then the Developer shall have the right to extend the Due Diligence Period to June 30, 2025, subject to the consent of the City, which consent shall not be unreasonably withheld.

(a) Physical Due Diligence and Title Work. During the Due Diligence Period, Developer agrees to undertake and perform physical due diligence with respect to the Memorial Block in accordance with the following:

(i) Developer shall be entitled, during the Due Diligence Period, to perform a physical evaluation of Memorial Auditorium, the Main Street parking lot, and the CFS,

including an engineering and environmental review to ascertain their physical condition, and legal review of the City's title to such property, including but not limited to a review of title and survey records to determine the existence or materiality of any encumbrances affecting use, occupancy, or enjoyment.

(ii) Developer agrees that in conducting any inspections or investigations, Developer and its agents shall: (A) not damage any part of the City's property; (B) promptly pay when due the costs of all tests, investigations, and examinations; and (C) not permit any liens to attach to the City's property by reason of the exercise of Developer's rights hereunder. If any damage occurs to the City's property as a result of Developer's due diligence or any activities upon the Memorial Block by Developer or its agents, Developer shall promptly restore the damaged property to the condition that existed prior to the commencement of the due diligence or such other activities, at Developer's sole cost and expense, and save and hold the City and its successors and assigns harmless from any claim, damage, cost or expense, including reasonable attorneys' fees, for any property damage or for any personal injuries arising in whole or in part from any inspections or investigations performed by Developer or its agents. Developer's obligations under this provision shall survive the termination of this Agreement for any reason.

(iii) During the Due Diligence Period, Developer shall have reasonable access to Memorial Auditorium, the CFS and to the Main Street parking lot for the purpose of performing due diligence as set forth above, provided that (A) Developer shall not perform any invasive environmental testing without the City's prior written consent, (B) all inspections of the CFS shall be coordinated in advance with the Burlington Fire Department and with the Burlington Community Economic Development Office ("CEDO"), and (C) Developer shall only be permitted to enter into Memorial Auditorium while accompanied by a representative of the City. The City shall reasonably cooperate with Developer to facilitate Developer's access to and due diligence of Memorial Auditorium. Developer acknowledges that portions of Memorial Auditorium are being occupied by, or are being used for storage by, others, and Developer agrees that its due diligence shall not disturb such use.

(iv) Developer acknowledges and agrees that this Agreement only provides Developer with a limited license for the purposes described herein and for no other purposes and for no other periods, and does not constitute, and no provision shall be construed to constitute, the grant, conveyance or assignment of any interest in real estate or a lease of any portion of the Memorial Block or any rights extending beyond the period and purposes identified above. The Developer shall at its own cost and expense comply with any and all laws, ordinances, regulations, codes and other legal requirements relating to its activities hereunder.

(v) Throughout the effective period of this Agreement, Developer, at Developer's own cost and expense, will maintain the following insurance coverages: (A) a policy or policies of commercial general liability insurance (or its equivalent) insuring the City and Developer against all claims or demands for personal injuries to or death of any person, for damage to or destruction or loss of property, and for environmental liability,

which may or may be claimed to have occurred on the Memorial Block or in the vicinity of the same arising from the acts or omissions of Developer. Such policies shall be in an amount not less than Two Million Dollars and 00/100 (\$2,000,000.00) for injury to or death of any one person or for damage to or destruction or loss of property in a single accident or occurrence; (B) workers compensation and employer's liability insurance in accordance with the statutory limits as established by the State of Vermont and with a minimum limit for employer's liability no lower than \$500,000/accident (bodily injury by accident) and \$500,000 policy limit, \$500,000/employee (bodily injury by disease); and (C) automobile liability for owned, non-owned, and hired vehicles, with a combined single limit of not less than \$1,000,000. The Developer shall deliver to the City certificates evidencing such insurance coverages prior to its entry onto the Memorial Block (other than those portions which Developer already controls), which certificates shall be endorsed to name the City "and its officers, employees, and agents" as additional insureds on a primary, non-contributory basis. All insurance coverages shall be provided by an insurer licensed in the State of Vermont with an A.M. Best rating not less than A-/VII and shall include the insurer's waiver of subrogation against the City and its officers, employees, and agents from any and all liability or responsibility for any loss or damage to property caused by any of the perils which are to be insured against hereunder.

(vi) The City shall not be liable for any personal injury or damage to property which Developer or its employees, contractors, agents, or invitees may incur, regardless of the cause thereof, unless the cause of such injury or damage is a willful or grossly negligent act by the City, its officers, employees, and agents. Developer hereby releases the City from all such liability except as otherwise stated regardless whether the transaction(s) or occurrence(s) creating liability were known or discoverable at the time of contracting, it being the intent of the parties that Developer shall maintain adequate insurance to cover any such losses. Developer hereby agrees to defend, indemnify and hold harmless the City, its officers, employees and agents, from and against any and all damages to the Memorial Block, any personal injuries, claims, damages, losses, suits, judgments, costs and expenses (including without limitation reasonable attorney's fees) arising from Developer's use of and access to the Memorial Block or breach of this Agreement including, but not limited to, the amounts of deductibles on Developer's insurance policies, or any costs resulting from Developer's failure to acquire insurance coverage as required hereunder, and any costs arising from subrogation under worker's compensation or liability claims. The indemnification provisions set forth above shall survive termination of this Agreement.

(b) Programmatic Due Diligence. In addition to its conduct of physical due diligence, during the Due Diligence Period Developer agrees to undertake and perform programmatic due diligence with respect to the Project to determine its viability in accordance with the following:

(i) Program. Develop a program for the Project consistent with the Project Principles, in terms of the various uses of space within the Project (e.g., housing, hotel, retail, office, public assembly, structured parking, park space, photovoltaic power generation, etc.), the square footages and/or unit counts devoted to each use, the quantity and mix of housing units, the number of structured parking spaces, and any other information or metrics relevant to a determination of viability. The number of housing units

in the Project may vary from the Project Principles as a result of this effort.

(ii) Concept Plans and Drawings. Engage civil engineers, architects, landscape architects and other professionals to develop concept plans and drawings for the Project, including scaled site plans and elevation drawings, sufficient to depict the proposed program for the Project. The concept (schematic) plans and drawings should depict the Project layout and also identify and describe proposed infrastructure and utility improvements and include a proposed phasing schedule.

(iii) Market Feasibility Assessment. Engage reputable, independent third-party market consultants to assist in the assessment of the feasibility of developing the Project with the proposed program. Such market feasibility assessments should include estimates of the approximate values of the completed elements of the Project.

(iv) Regulatory Feasibility Assessment. Engage civil engineers, architects, land use attorneys and/or other land use planning professionals to assess the feasibility of obtaining all necessary land use and regulatory permits and approvals to develop the Project with the proposed program. If the regulatory feasibility assessment concludes that current municipal zoning would not permit the Project to be developed as proposed, then it should identify such limitations and propose solutions to overcome or remove such limitations.

(v) Sources and Uses of Funds. Develop a preliminary budget for the Project, including a sources and uses table, to include estimated hard and soft costs typically associated with the development and construction of a project that includes the desired programmatic elements and to include typical development and construction contingencies and forward-looking cost escalators to account for the anticipated construction timeline. If the Project is proposed to be developed in phases over time, then the preliminary budget shall address the first phase with details sufficient to support the commencement of the Project with an estimated timeline, sequence and schematic designs for future phases that demonstrate the financial feasibility of completing the Project over the proposed timeline.

(vi) Appraisal. Developer shall engage a Qualified Appraiser, mutually selected by Developer and the City, to determine the existing value of the Memorial Block and its constituent parcels and improvements (meaning, prior to the construction of the Project), subject to a mutually agreed-upon set of assumptions and parameters to be determined by the Parties (the “Appraisal”). Such parameters shall include, but not be limited to, existing physical deficiencies and/or atypical building and site conditions that would negatively impact the financial feasibility of developing any portion of the Memorial Block. As used herein, the term “Qualified Appraiser” shall mean an MAI-certified appraiser or other professionally licensed appraiser with at least five (5) years’ experience appraising commercial real property similar in location, nature and quality to the properties that comprise the Memorial Block; provided, however, that the term “Qualified Appraiser” shall not include any individual who has any professional, business, family or personal affiliation with a Party that would compromise his or her independence; such exception shall not include work the “Qualified Appraiser” may have performed on behalf of a bank

or lending institution in connection with one or more properties owned by the Developer.

(c) Termination. If at any time during the Due Diligence Period Developer determines, in its sole discretion, that the Memorial Block is not suitable for Developer's intended use, Developer may terminate this Agreement upon written notice to the City, and thereafter the Developer will have no further obligations to the City except for those obligations that explicitly survive termination.

(d) Share Work Product. Developer agrees to share the work-product produced by its activities described in this Section 2 with CEDO staff for their review so that the City can evaluate whether Developer's proposals implement the Project Principles in a manner that is reasonably likely to be acceptable to the City, and whether the Parties will be able to relocate the CFS in the manner described below to facilitate the Project. Developer agrees to use good faith efforts to provide its work product by the end of the Due Diligence period so that City staff has sufficient time to review and comment upon such materials in an effort to move the Project beyond the Due Diligence Period.

The Parties acknowledge that if the City, after review by CEDO staff, determines, in its reasonably exercised discretion, that the Project satisfies the requirements set forth in this Agreement, it will be necessary to obtain authorization from the Burlington City Council to deliver site control to Developer in the manner contemplated by Section 7 of this Agreement and to provide Developer with the right, pursuant to the Implementing Documents (as defined in Section 7), to proceed to obtain Project Permits and to work towards the construction of the Project and the relocation of the CFS.

(e) The City acknowledges the Developer will be expending considerable time and expense to satisfy its obligations during the Due Diligence Period; Developer acknowledges that it is undertaking such efforts and incurring such expenses at its own risk, and that the City does not guaranty that the Project will be feasible or that the Project will proceed beyond the due diligence phase.

3. Central Fire Station Relocation. The City commits to determining the feasibility of relocating the CFS to a new public safety facility by a date that will facilitate Developer's construction of the Project thereon, subject to Developer's performance under Section 3(b) and Section 3(d).

(a) The City agrees to investigate the feasibility of relocating the CFS to a new public safety facility to be constructed on City-owned property including by determining whether existing zoning and land use regulations and institutional controls permit the construction of a new public safety facility on the target property. The City acknowledges and agrees that the relocation of the CFS is an absolute requirement of the Developer for the Project and, accordingly, the City agrees to work diligently and in good faith to identify a City-owned location for the new public safety facility in satisfaction of the requirements set forth in this Section 3, including by completing its zoning and land use analysis by September 30, 2024 in order to afford Developer a reasonable time to fulfill its obligations under Section 3(b).

(b) Developer shall investigate the feasibility of relocating the CFS to a new public safety facility to be constructed on City-owned property (to be identified by the City), including (i) the estimated cost to develop, construct and equip a new public safety facility to the City's specifications, (ii) the proposed timeline for the construction and relocation project, (iii) the availability and cost of financing for the construction and relocation project, and (iv) the projected monthly carrying costs of the completed project.

(c) The City shall participate and support Developer's investigations by providing Developer with specifications and requirements for the new public safety facility sufficient for the Developer to undertake its obligations as set forth herein. Developer shall have the right to determine when the new public safety facility is constructed in coordination with its development schedule for the Project.

(d) To facilitate the City's relocation of the CFS to a new public safety facility on a schedule that facilitates the Project, Developer agrees to construct a replacement public safety facility to the City's specifications on property that is currently City-owned, and to (i) net lease the new public safety facility to the City, if the City retains ownership of the underlying land; or (ii) if the City is required to transfer the City-owned property to the Developer in order to facilitate the Developer's financing, then to ground lease the land and building to the City until such time as the City's Chief Administrative Officer determines that the City has capacity to bond for its purchase and, if required, the voters shall have authorized the City to bond for its purchase. In the event of (ii) above, the transfer of the City-owned property to the Developer shall be at no cost. The rent payable under the ground lease will be established at a rate that covers Developer's carrying costs with respect to the new public safety facility (i.e., Developer's cost of constructing and owning the new public safety facility, including soft costs, financing costs including a reasonable return on equity and debt service costs). The purchase price for the completed public safety facility will equal Developer's total costs of development, construction and ownership of the new public safety facility, together with any operating and/or carrying costs that shall not have been reimbursed through the payment of rent.

4. City Commitments. To facilitate Developer's ability to develop plans for the Project and to commit to a Project timeline, the City agrees to the following commitments should the Project proceed:

(a) Properties. For the purpose of creating a comprehensive plan for the redevelopment of all of the parcels subject to this Agreement, the City agrees to combine its property with the other parcels that comprise the Memorial Block. This is not intended to transfer ownership of the City's properties, but rather to enable the most optimal comprehensive development plan. The following City properties will be part of the area for which a comprehensive redevelopment plan will be developed: Memorial Auditorium, the CFS, the Main Street parking lot, and the surface parking lot serving the Fletcher Free Library.

(b) Ravine Sewer. Once Developer and the City shall have fully committed to a specific, designed and permitted Project, the City agrees that it will abandon the existing ravine sewer line that runs through the Main Street parking lot, at its expense, by a date that will facilitate Developer's construction of the Project thereon. In this instance, the term "abandon" refers to a

standard engineering solution for an old underground sewer system that is being decommissioned, replaced and is no longer needed.

(c) Library Improvements. The Fletcher Free Library staff, the Library Commission, and the Friends of the Fletcher Free Library are in the process of planning future renovations to the Library. The Library has completed the Schematic Design Phase and has begun fundraising. The restoration and preservation components of the Library project are expected to begin at the end of calendar year 2024. The City agrees to work in good faith with Developer to coordinate Developer's planned improvements for the Memorial Block with the improvements the City has planned for the Fletcher Free Library. This reference is to ensure that efforts to redevelop the Memorial Block are coordinated with the Library's efforts.

(d) Public Process. The City agrees to engage the public to solicit feedback regarding desired public uses to be incorporated into the program for the Project.

(e) Review of Developer Submissions. The City will timely review Developer's work product regarding the Project program, design, construction phasing, infrastructure elements, and deal structure, and shall use good faith efforts to timely provide Developer with constructive feedback to indicate its areas of approval and any items of concern.

(f) Funding Sources. The City will investigate and identify potential funding sources and financial benefits that may be available to the Project by reason of the City's involvement, support and/or sponsorship, including the identification of any requirements associated with particular funding sources, and will communicate its findings to Developer to assist the Developer to develop its sources and uses proposal.

(g) Regulatory Assistance. If Developer's regulatory feasibility assessment concludes that current municipal zoning would not permit the Project to be developed as proposed, the City will work with Developer in good faith to develop solutions to, or to overcome or remove, such limitations. If the Parties determine that it will be necessary to amend the City's Comprehensive Development Ordinance ("Zoning Ordinance") to permit the Project to proceed, then the City, acting through CEDO, will use diligent, good faith efforts to facilitate the adoption of an amendment or amendments to the Zoning Ordinance to facilitate the Project, with the understanding that only the Burlington City Council and Planning Commission have the authority to adopt amendments to the Zoning Ordinance, which must be adopted in accordance with applicable laws, ordinances and regulations. Nothing in this Agreement shall be construed to imply that the Planning Commission or City Council is obligated to approve any amendments to the Zoning Ordinance that are deemed necessary or desirable for the Memorial Block redevelopment to proceed.

5. Developer Commitments. Developer agrees to the following commitments should the Project proceed:

(a) Properties. Developer will contribute the following properties to the Project: 230 Main Street, 234 Main Street, and 236 Main Street. Developer represents that it currently controls such properties, and that it holds the option and right to acquire fee title to such properties should

the Project proceed. At the time that Developer contributes such properties to the Project, it will provide the City with copies of its title reports, title and survey materials, and title insurance policies with respect thereto.

(b) College Street Congregational Church Parking Lot. Initial efforts have been undertaken to explore the possibility of removing the existing surface parking lot adjacent to the Church and offering replacement parking in the adjacent parking structure that is envisioned for the Project. The inclusion of the Church parking lot will allow the redevelopment to transform surface parking on the Memorial Block to a higher and better use for church members and for the broader community. Developer agrees to use commercially reasonable, good faith efforts to (i) acquire fee title to the surface parking lot serving the College Street Congregational Church for inclusion in the Project, and to contribute such property to the Project should the Project proceed, or (ii) facilitate the repurposing of the surface parking lot into green space to be retained by the Church for its use, in either case consistent with the final plan to develop the Project. At the time that Developer contributes such property to the Project, it will provide the City with copies of its title reports, title and survey materials, and title insurance policies with respect thereto.

(c) Financial Capacity. On or before June 1, 2024, Developer agrees to provide the City with information regarding the experience, qualifications and financial capability of the Developer and its principals, and their ability to implement a feasible plan for the Project (including the identification of possible equity sources, debt sources and associated financial sureties), together with information listing the Developer's real estate development experience managing an investment and development team, including architects, engineers, attorneys, contractors, investors and lenders, capable of designing, financing, constructing, operating and managing the Project long-term. The Parties agree to cooperate as needed to facilitate the completion of these disclosures and assessments, including appropriate treatment of proprietary or confidential information. If the City after reasonable review is not satisfied with such disclosures and assessments, then the City shall have the right to terminate this Agreement.

(d) The City shall make such determination on or before July 1, 2024.

6. Further Agreements. Developer agrees to use good faith efforts to provide City staff with the work product produced by its activities described in Section 2 of this Agreement on or before sixty (60) days prior to the end of the Due Diligence Period, so that City staff has sufficient time to review and comment upon such materials in an effort to move the Project beyond the Due Diligence Period.

If the Parties determine at the end of the Due Diligence Period that the Project is viable and that it is necessary for them to memorialize further agreements with respect to the Project including, without limitation, with respect to the relocation of the CFS, prior to or concurrent with their entry into the Implementing Documents (as further discussed in Section 7, below), the Parties will use good faith efforts to negotiate a Development Agreement to encompass and address such further commitments and agreements for presentation to the Burlington City Council for its review and approval. The intent of the Development Agreement would be for the Parties to make reciprocal commitments covering the period from the end of the Due Diligence Period to the execution of the Implementing Documents described in Section 7 below.

7. Implementing Documents. Upon the expiration of the Due Diligence Period, or the period covered by the Development Agreement referenced in Section 6 above, the Parties intend for Developer to convey to the City those elements of the Memorial Block that the City does not already own, and for the City (a) to ground lease to Developer those portions of the Memorial Block that are to be redeveloped, and/or (b) to establish other legal structure(s) that the Parties determine to be appropriate and in the best interests of the Project and the mutual best interests of each Party (collectively, “Implementing Documents”). In making such a determination, the Parties recognize that an appropriate legal structure for the Project may be one in which the City maintains ownership of all or a portion of the land using a mechanism other than a ground lease, and each Party shall act in good faith to consider the interests of the other Party. If the Parties determine that the Project is viable and that they desire for Developer to proceed to obtain Project Permits and work towards the construction of the Project and the relocation of the CFS to a new public safety facility, the City would prepare a draft ground lease for review and approval by Developer, and Developer would prepare drafts of the other Implementing Documents for review and approval by the City, in each case with the intent of drafting documents which, upon execution, would deliver site control to Developer. The City’s execution of the Implementing Documents will require authorization from the Burlington City Council, and if authorization is granted it would be conditioned on Developer’s conveyance of real property to the City, if required by the Implementing Documents, in the manner contemplated by this Agreement. The Parties anticipate that the Implementing Documents would include, without limitation, the following concepts:

(a) The consideration payable to the City pursuant to the Implementing Documents will reflect, among other factors, the value of: Developer’s acquisition of 230 Main Street, 234 Main Street and 236 Main Street and contribution of such properties to the Project (as established by the Appraisal); Developer’s acquisition of the College Street Congregational Church surface parking lot, if applicable, and contribution of such property to the Project (as established by the Appraisal); the City’s contribution of Memorial Auditorium, the CFS, the Main Street parking lot, and the surface parking lot serving the Fletcher Free Library to the Project (as established by the Appraisal); Developer’s costs to restore or demolish Memorial Auditorium; the Project’s provision of public amenities, including infrastructure upgrades, assembly space, youth-led space, structured parking, and park space; the Project’s provision of workforce, affordable and market housing; the Project’s effect on the municipal Grand List; the Project’s generation of municipal meals and rooms tax; the Project’s generation of municipal sales tax, and; the Project’s profitability.

(b) The City will reserve easements for water and sewer infrastructure and any other easements deemed necessary for public utilities or infrastructure through portions of the subject property that will be identified on a plan attached to the Implementing Documents.

(c) The Implementing Documents will include infrastructure and construction requirements established by the Burlington Department of Public Works.

(d) The Implementing Documents will be effective upon full execution, but if the Implementing Documents include a ground lease it will not take effect until all Project Permits will have issued and Developer will have satisfied all commencement contingencies and is prepared to commence construction, and in that case the ground lease will provide that once

construction commences the lease term will be 99 years.

(e) Commencement pursuant to the Implementing Document will be contingent on (i) the Parties' entry into a mutually satisfactory agreement with regard to the relocation of the CFS, (ii) Developer's receipt of all Project Permits, issued without conditions to which either Party objects, and such permits having become final and unappealable, (iii) the City's approval of the final Project program, plans and specifications, (iv) Developer being able to demonstrate to the City's reasonable satisfaction that it has sufficient financial capacity, through a mixture of equity and a debt financing, and other municipal, state, federal and private sources and considerations, to construct an agreed-upon scope of the work (it being understood that the Project will be constructed in phases), and (v) Developer's entry into a construction contract with a capable, reputable general contractor or construction manager which establishes either a guaranteed maximum price or lump sum price consistent with Developer's available sources of debt and equity financing, for a fixed construction term, to construct the first phase of the Project. If the contingencies are not satisfied by a date certain, the City shall have the right to the remedies set forth in the Implementing Documents. The Parties acknowledge that it will be necessary for Developer to obtain permits and approvals for the Project from the Burlington Development Review Board ("DRB"), that the DRB is an independent body not under the City's control, and that the City does not and cannot guaranty that the DRB will approve the Project.

(f) Developer will commit to a design process that engages public participation and solicits public feedback regarding the public spaces that are a component of the Project at the commencement of the design process and thereafter at intervals throughout the design process. At a minimum, the Developer will make a presentation to any Neighborhood Planning Assembly that accepts an offer to present information about the Project, and agrees to hold a public hearing at an appropriate City Council meeting.

(g) The City will provide Developer with active support during the regulatory review process.

(h) The Implementing Documents will grant Developer the ability to establish "pad sites", which are defined here to refer to stand-alone, developable parcels of land, to be transferred or subleased to entities which would then own individual buildings constructed as components of the Project, subject to the Implementing Documents. The Implementing Documents will allow for the establishment of an air-space condominium, as permitted by the Vermont Common Interest Ownership Act, to facilitate the establishment and transfer of such "pad sites".

(i) If the Implementing Documents include a ground lease it will establish a capital reserve requirement and will address the disposition of improvements at the expiration of the lease term.

(j) The Implementing Documents will include provisions designed to anticipate and address the needs of Project lenders.

8. Within one week of the full execution of this Agreement, Developer shall provide the City with an organizational chart which shall, without limitation, confirm that Eric Farrell and Joe

Larkin are Developer's principals with operational authority and control over Developer's activities.

9. Confidentiality. Developer recognizes that this Agreement is a public record and that communications and correspondence between the parties are subject to Vermont's public meeting laws and public records laws. The City agrees, however, that to the extent the City requires Developer to disclose to or provide the City with material nonpublic, confidential information or material in connection with the Project, the City will work in good faith with Developer to maintain the confidentiality of such information or material in a manner that complies with applicable law.

10. No Assignment. This Agreement shall not be assigned by Developer without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed so long as Eric Farrell and Joe Larkin hold and exercise executive managerial authority over the assignee.

11. Cooperation; Further Assurances. The Parties shall cooperate and communicate with each other on a regular basis, including by arranging joint meetings with appropriate personnel present to address issues set forth in this Agreement, to discuss any proposed changes to the Project and to discuss the work product generated as the Project progresses, so as to permit the orderly and efficient development of the Project. The Parties agree to execute, acknowledge, if necessary, and deliver such documents, certificates or other instruments and take such other actions as may be reasonably required from time to time to carry out the intents and purposes of this Agreement.

12. Governing Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Vermont, without regard to its conflicts of law rules. The Parties consent to and submit to in personam jurisdiction and venue in the State of Vermont, County of Chittenden, and in the federal district courts which are located in the City of Burlington. The Parties assert that they have purposefully availed themselves of the benefits of the laws of the State of Vermont and waive any objection to in personam jurisdiction on the grounds of minimum contacts, waive any objection to venue, and waive any plea of forum non conveniens. This consent to and submission to jurisdiction is with regard to any action related to this Agreement, regardless of whether the Parties' actions took place in the State or elsewhere in the United States.

13. Severability. If any term, covenant or condition contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially prejudice any Party in their respective rights and obligations contained in the valid terms, covenants or conditions hereof, and the Parties shall cooperate to modify the Agreement to cause it to conform to the original language of the Agreement to the extent consistent with the finding of the court.

14. Construction; Headings. The Parties waive the benefit of any rule that this Agreement is to be construed against one Party or the other. The headings in this Agreement are for the purposes of reference only and shall not limit or otherwise affect the meaning hereof.

15. Integration; Modification. This Agreement, together with the exhibits referenced herein and/or attached hereto, constitutes the entire agreement between the Parties with respect to the

subject matter hereof and supersedes any prior agreements or representations, oral or written, on the same subject. The Agreement can be modified only by written agreement executed by authorized representatives of each Party.

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

17. Waiver. The failure of either Party to insist on strict performance of any of the provisions of this Agreement or to exercise any right it grants will not be construed as a relinquishment of any right or a waiver of any provision of this Agreement. No waiver of any provision or right shall be valid unless it is in writing and signed by a duly authorized representative of the Party granting the waiver.

18. Incorporation by Reference. The content of the Background section to this Agreement, including without limitation the definitions set forth therein, and all exhibits hereto and the terms contained therein and the contents thereof, are incorporated into this Agreement by reference.

19. Authority. Each of the Parties warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and to thereby bind the Party on whose behalf such person, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

20. Notices. Any notices to be given pursuant to this Agreement shall be sufficient if given by a writing: deposited in the United States mails, certified mail or registered mail, return receipt requested, postage prepaid; by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender; or by email (provided that the electronic process used is reasonably secure and not easily susceptible to manipulation) addressed as follows:

If to the City: City of Burlington
 149 Church St.
 Burlington, VT 05401
 Attention: Mayor
 Attention: CEDO Director

If to Developer: Eric Farrell
 PO Box 1335
 Burlington, VT 05402-1335
 Email: efarrell@farrellpropertiesvt.com

351 North Avenue, Suite 130
Burlington, VT, 05401

Joseph Larkin
410 Shelburne Rd.
Burlington, VT 05401
Email: JoeLarkin@larkinrealty.net

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

Signature Page to Follow

In Witness Whereof, this Agreement is executed by the duly authorized officers or representatives of the Parties as of the date first set forth above.

City of Burlington

By:



Name: Miro Weinberger

Title: Mayor



Eric Farrell



Joseph Larkin

Exhibit A
Orthophoto of Memorial Block

Memorial Block Redevelopment

Public Engagement Update

February 18, 2025



<https://www.burlingtonvt.gov/200/Memorial-Auditorium-the-Memorial-Block>



Project Background

The Memorial Block Redevelopment (in **blue**):

- **City-owned** parcels*
 - Memorial Auditorium
 - Main Street parking lot
 - College Street parking lot
 - Fire Station 1
- **Privately-owned** parcels (in **red**)
 - 230 Main Street
 - 234 Main Street
 - 236 Main Street

*No redevelopment is proposed for Fletcher Free Library or the College Street Congregational Church





Public Engagement Goals

- Engage the community in the process of re-envisioning Memorial Block
- Share information and answer questions
- Collect stories and memories about Memorial Auditorium
- Gather public feedback on project priorities

Public Engagement Strategies

- **Open House** at the Fletcher Free Library (September 18, 2024)
- Community **online survey** (November 8, 2024 – January 3, 2025)
 - **565 responses** on the following questions:
 - What type of **community spaces** do you want to see in the Memorial Block?
 - What type of **mobility features** do you want to see in the Memorial block?
 - Where do you like to **walk or bike** in the City?
- **City & Lake Semester** student engagement (Fall 2024)

What **type of commun**

Use your stickers to tell us what you think are the most important uses to have in the new Memorial Block!

- IS A **HIGH** PRIORITY FOR YOU
- IS A **MEDIUM** PRIORITY FOR YOU
- IS A **LOW** PRIORITY FOR YOU
- IS **NOT** A PRIORITY FOR YOU

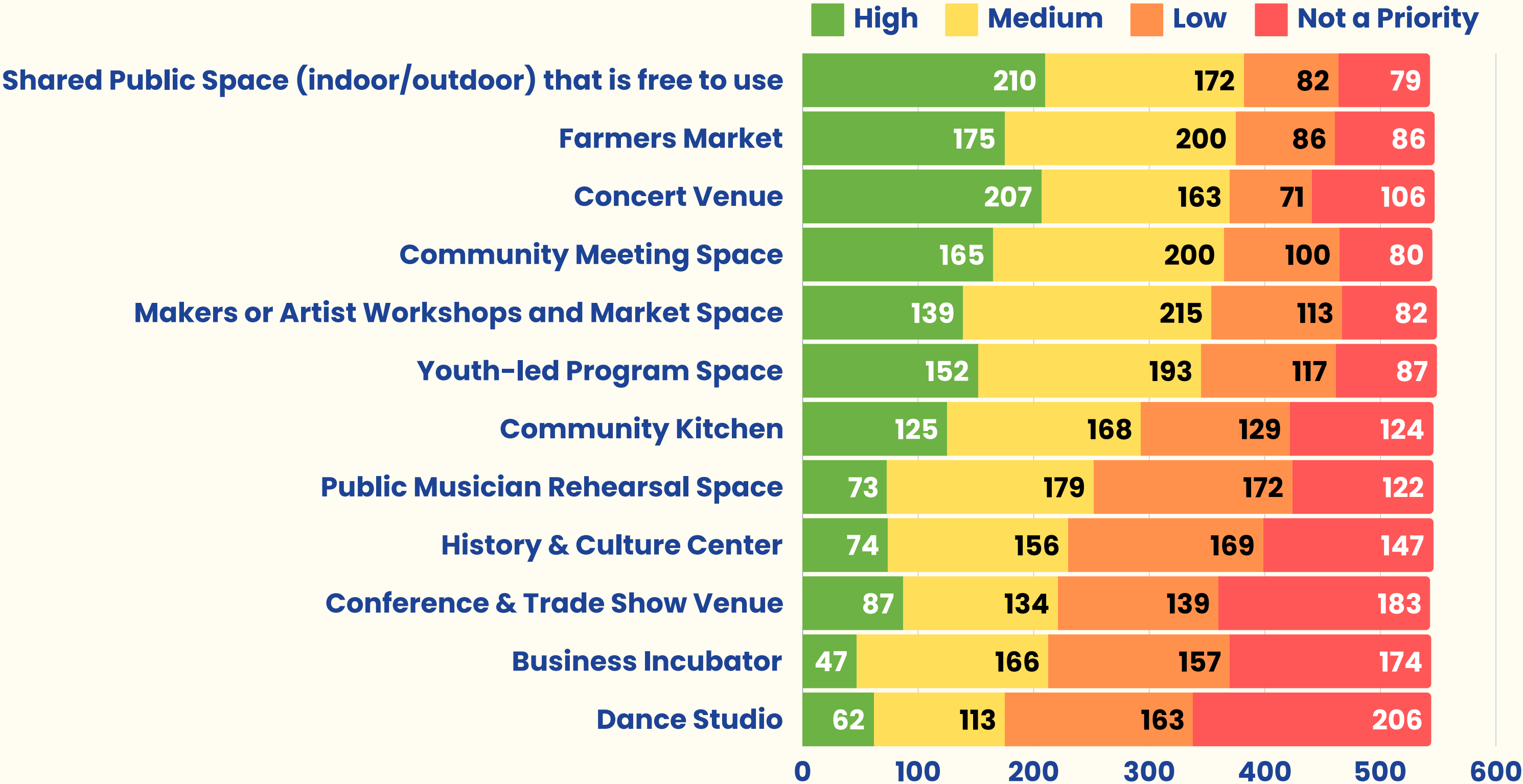
PUT A ★ STICKER ON THE USE THAT YOU WANT TO SEE THE **MOST**

Have other ideas? Tell us here with a Post-It Note:



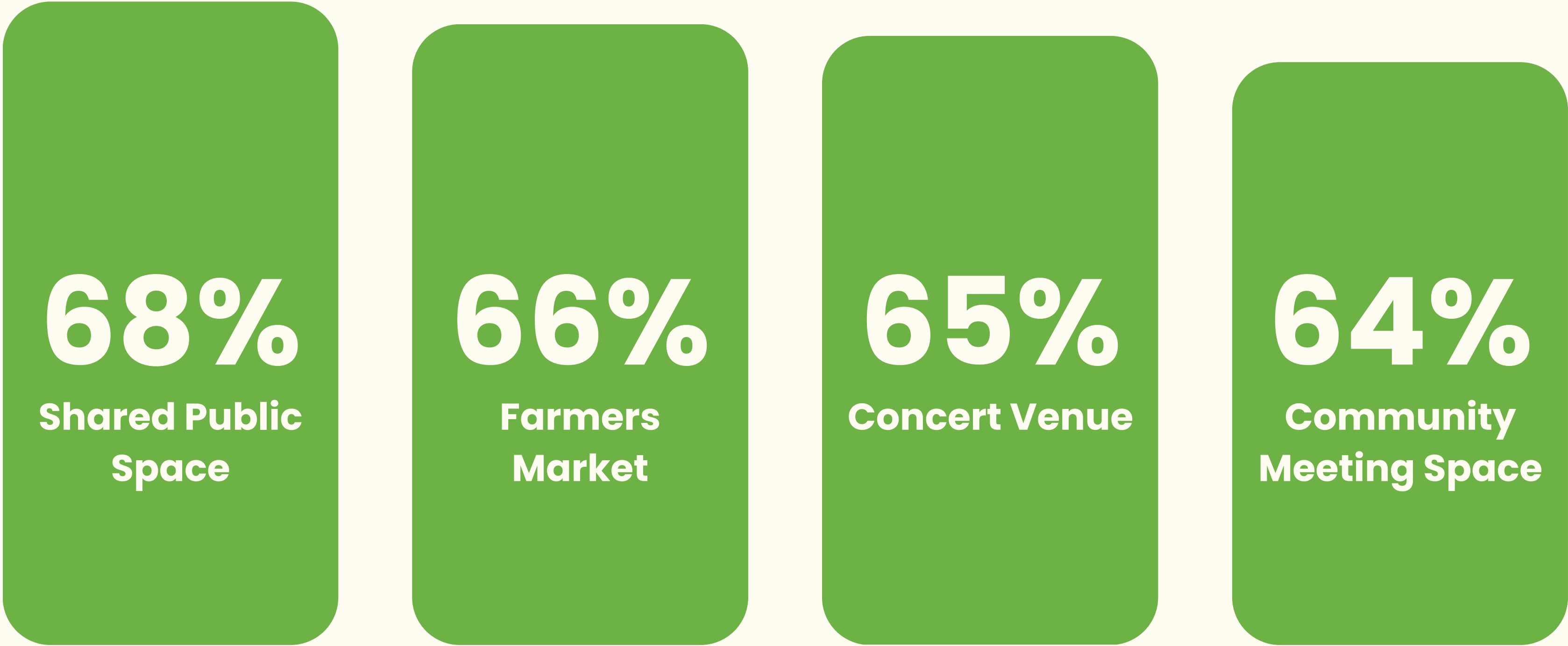
Survey Findings | COMMUNITY SPACES

Prioritization breakdown of community space uses by number of responses



Survey Findings | COMMUNITY SPACES PRIORITIES

High Priority – defined as community space uses with the highest percentage of scores for “high” and/or “medium” priority



Survey Findings | COMMUNITY SPACES PRIORITIES

Medium Priority – defined as community space uses with average scores for “high” and/or “medium” priority

63%

**Makers or Artist
Workshops and
Market Space**

61%

**Youth-led
Program Space**

52%

**Community
Kitchen**

45%

**Public Musician
Rehearsal
Space**

Survey Findings | COMMUNITY SPACES PRIORITIES

Low Priority – defined as community space uses with the lowest scores for “high” or “medium” priority and the highest scores for “low” or “not a priority”.

41%

**History &
Culture Center**

39%

**Conference &
Trade Show
Venue**

38%

**Business
Incubator**

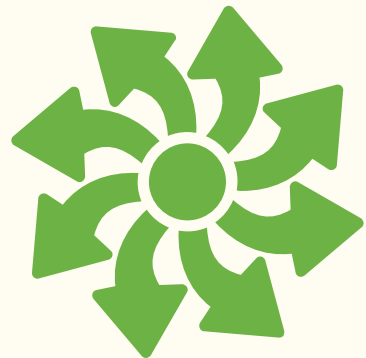
31%

Dance Studio

Survey Findings | COMMUNITY SPACES COMMON THEMES



Youth & Recreation: Many responses highlight the need for youth spaces and recreation areas for kids.



Multi-Purpose Use: Suggestions include convertible spaces for different activities.



Winter & Indoor Spaces: Calls for warming stations and indoor gathering areas.



Financial Sustainability: Respondents emphasize the need for self-sustaining facilities.

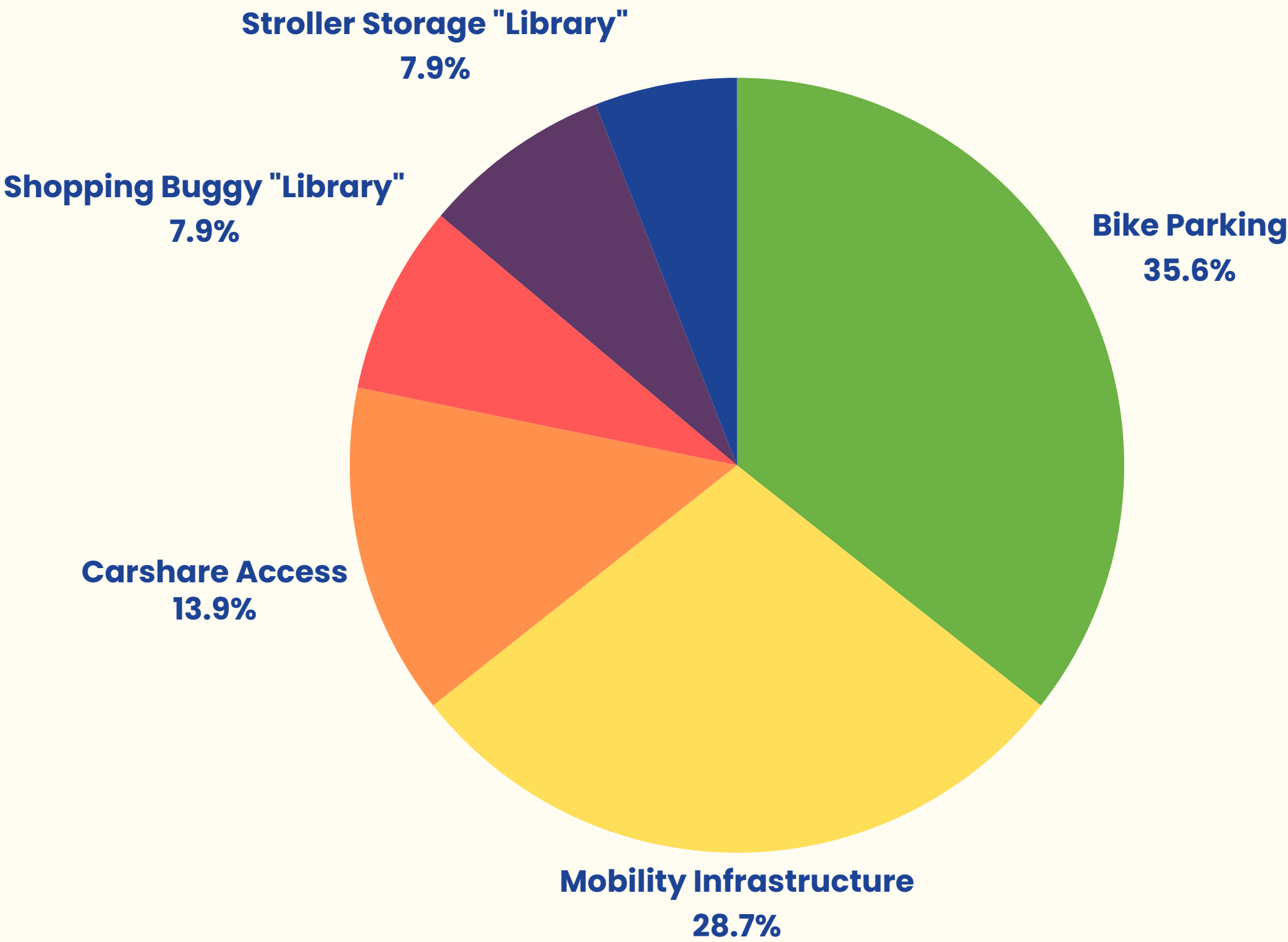


Housing & Market Spaces: Some mention housing needs and the potential for market spaces.

Survey Findings | MOBILITY FEATURES

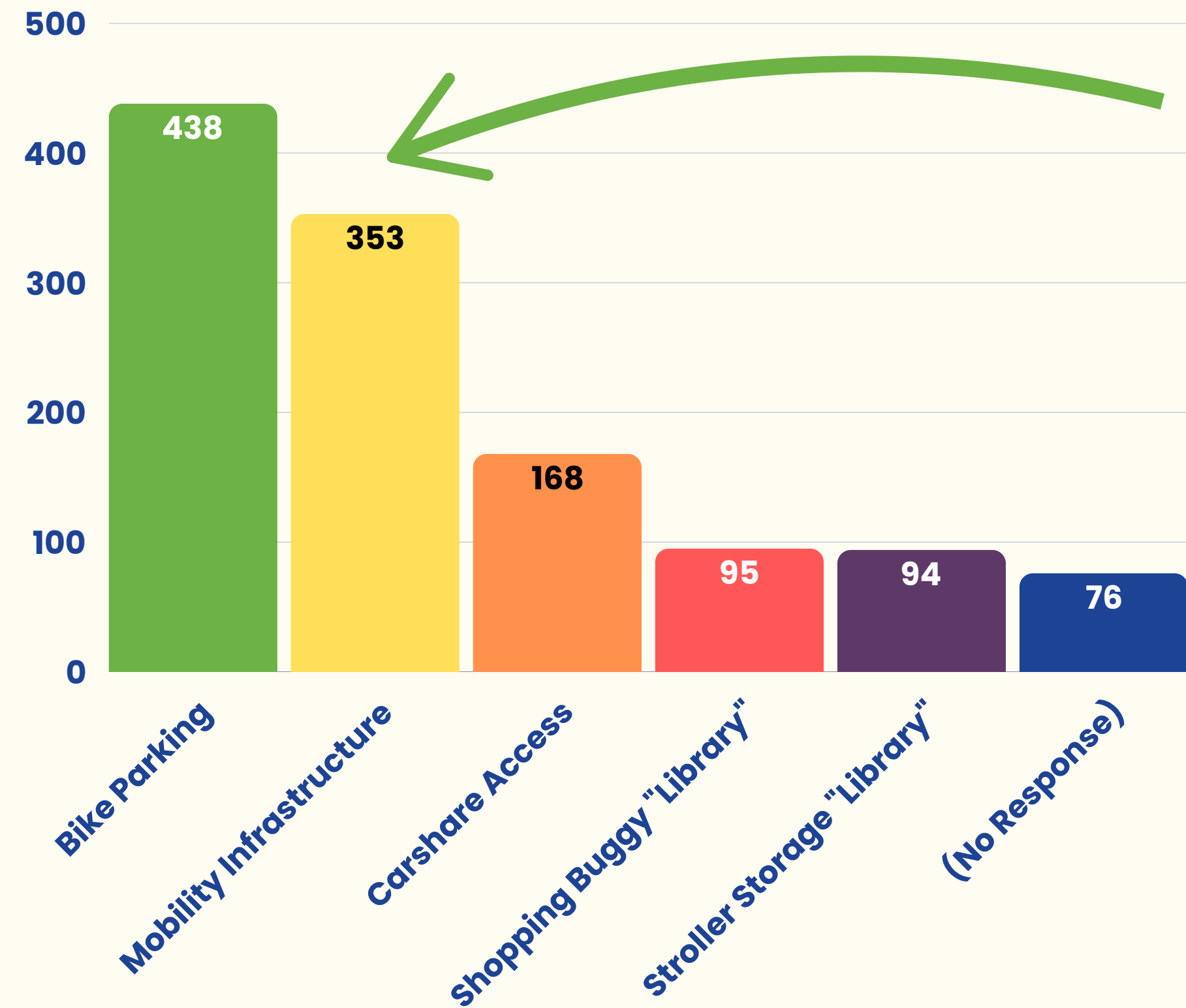
Respondents were asked to prioritize mobility features for a **pedestrian-focused** redevelopment.

These are the types of **mobility features** respondents would like to see in the Memorial Block Redevelopment.



Survey Findings

MOBILITY FEATURES PRIORITIZATION

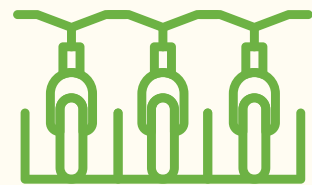


Prioritization of desired mobility features by number of selections

Survey Findings | MOBILITY COMMON THEMES



Parking Concerns: Many respondents mention the loss of parking, particularly handicap-accessible spaces.



Biking Infrastructure: Some responses stress the need for bike-friendly amenities.



Accessibility for Visitors: Suggestions to accommodate non-residents who travel into the city.



General Mobility Improvements: Calls for better signage, pedestrian safety, and traffic management.

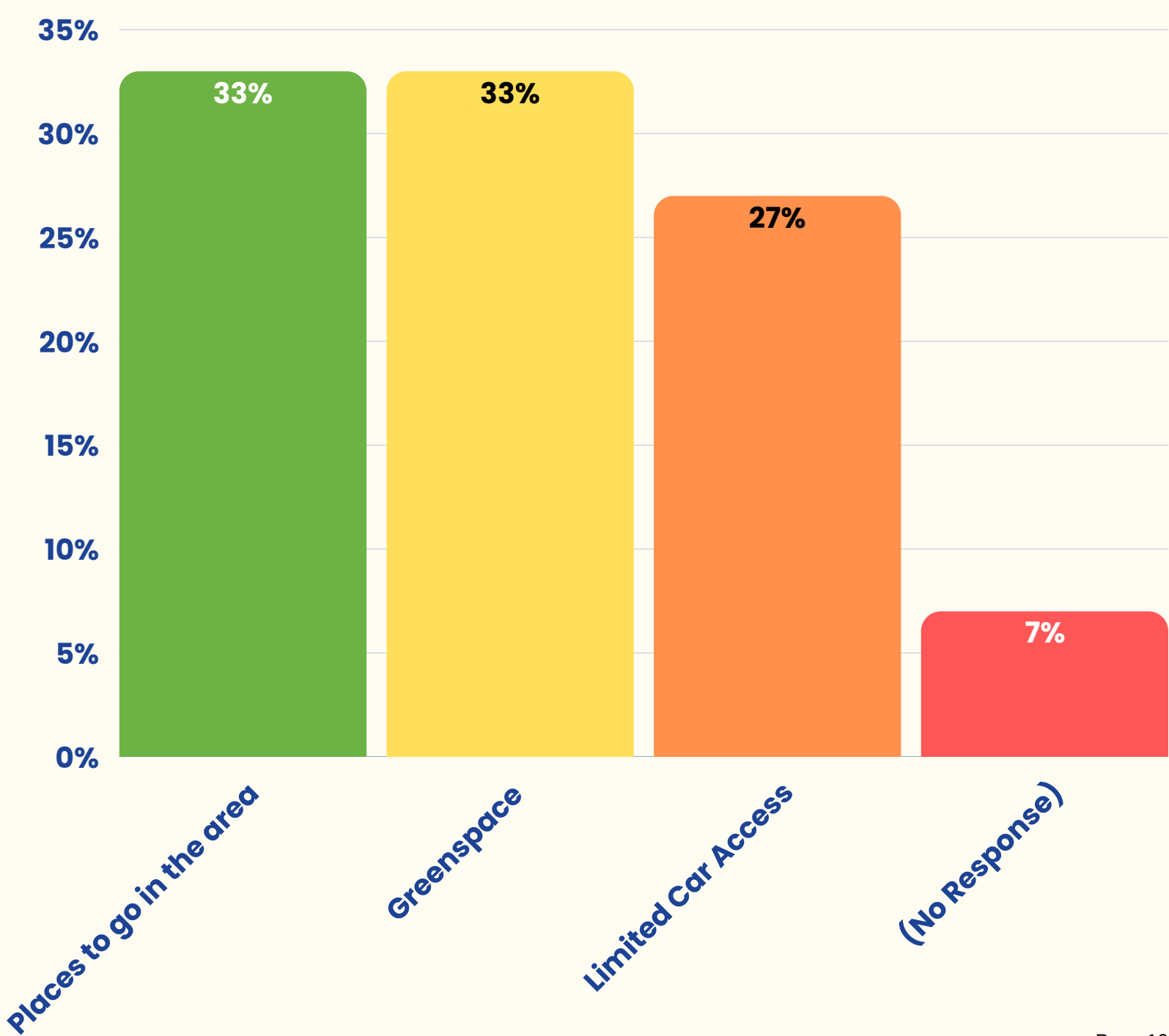
Survey Findings

BIKING AND WALKING IN BURLINGTON

The top locations respondents like to walk or bike in the City:

- The Bike Path
- The Waterfront
- Church Street Marketplace
- Parks & green spaces (Battery, Oakledge, the Intervale)
- City Market & the downtown
- The library and community centers

Why they like to walk or bike in these locations?



Survey Findings

MEMORIES & STORIES

Many respondents mentioned...

- The **historical** and **cultural** Importance of Memorial Auditorium.
- Fond memories of **concerts** and **social gatherings**.
- The importance of **preservation**.
- Memorial Auditorium as a place of **community bonding**.

Memorial was a fabulous concert venue. It was also a great place to view student performances. I also enjoyed having City Arts on the ground floor.

Stop focusing on the past...rebuild for the now and future.

So many good memories of the winter farmer's market!

I don't have any memories there because it hasn't been open for years.

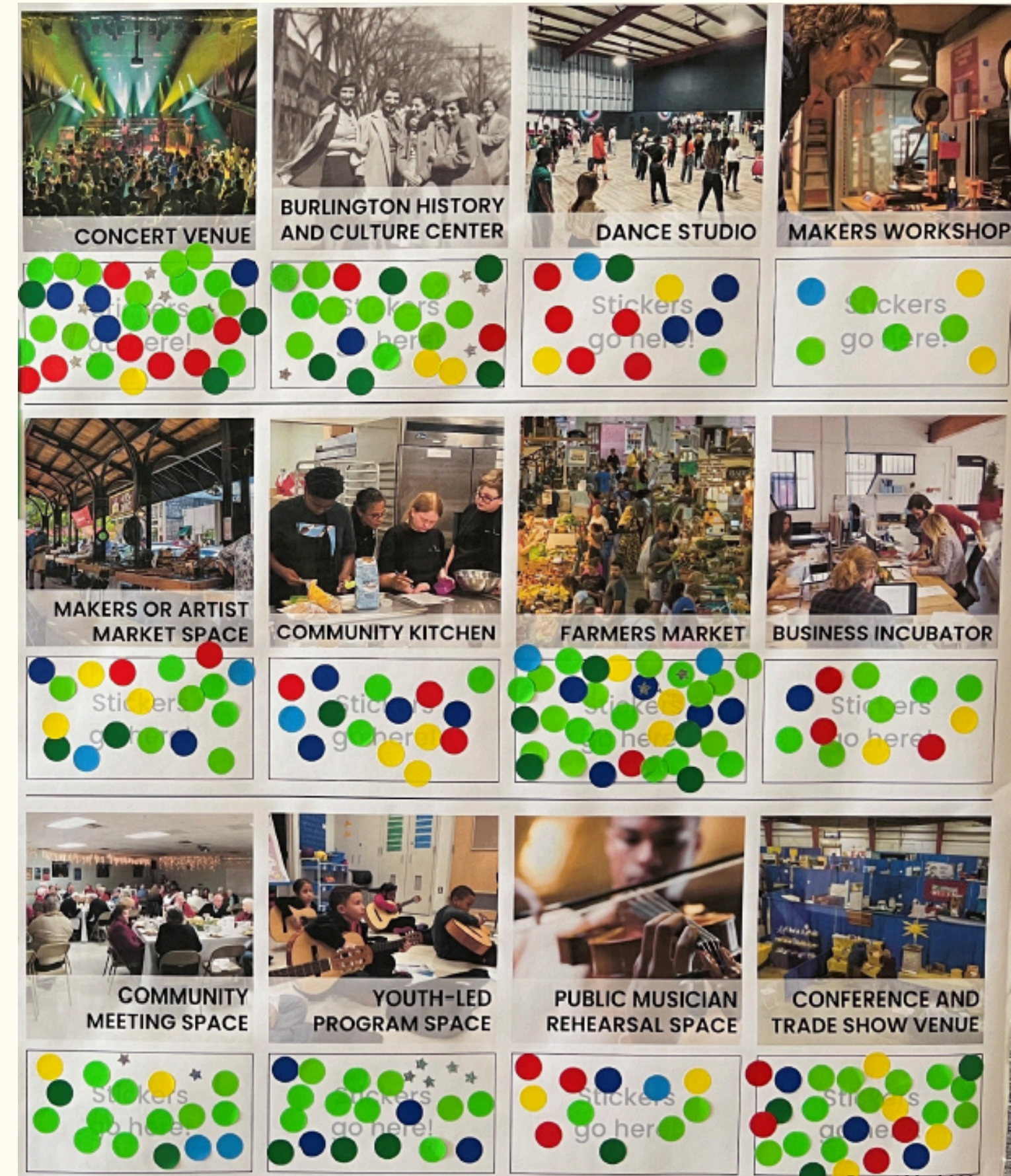
This was a place that brought our community together for a wide range of events. It was walkable for over 10,000 people! It made me feel so connected that it helped inspire me to make Burlington my home.

Open House Findings

COMMUNITY SPACE

The **Open House** dotmocracy exercise supported the survey findings for **community space**:

- **Farmers Markets, Concert Venue, and Youth-led Program Space** were voted the highest priority.
- Shared Public Space was not a category participants could vote on and **Conference and Trade Show Venue** received the 4th highest votes.
- It should be noted that at the Open House, **Makers Market** and **Makers or Artist Workshop Space** were two different categories.
- Participants voted mostly with their green “priority dots”.



Open House Findings | MOBILITY FEATURES

The **Open House** dotmocracy exercise supported the survey findings for desired **mobility features**:

- **Bike Parking** received the top votes followed by **Mobility Infrastructure** (bike lanes, sidewalks, etc.).
- Participation was limited on this board.



City & Lake Semester Findings

Developers and City staff met with students in Burlington High School’s City & Lake Semester. Students generated the following ideas with some sort of **student center** being the most mentioned.

Concert Venue	Dance/Winter Prom Venue	College Housing	Student Center	Community Center
Art Museum	Food Shows, Coffee, Gym	Maker Space	Community Swimming Pool	Trampoline Park
Mini Mall	Hula for Kids	Winter Farmers Market	Recreational Place	Multi-use Business

Special thanks to...

- Fletcher Free Library
- Office of City Planning
- Department of Public Works
- Clerk/Treasurer's Office
- Facilitators from BED and CJC
- The Mayor and her team
- City & Lake Semester
- Preservation Burlington
- Project Partners Eric Farrell and Joe Larkin



Memorial Block

Pre-Development Review and Assessment



Prepared by:

Shehadi Advisory

P: 203-531-5999

M: 203-233-2688

E: al@shehadiadvisory.com

December 31, 2024

Prepared for:



Engagement

Shehadi Advisory (“Consultant”) was engaged in October 2024 by the City of Burlington’s Community and Economic Development Office (“City”) to provide an independent, third-party assessment of the financial capacity and development capabilities of Eric Farrell and Joe Larkin (“Developers”), the proposed developers of the Memorial Block, as described in Section 5. (c) “Financial Capacity” of the Pre-Development Agreement between CEDO and Developers, which was entered into in March 2024.

A more complete description of Consultant’s intended scope of services for this engagement can be found in Exhibit A.

Diligence

The developers provided me with substantial diligence regarding their personal financials and development track records, limited corporate financial diligence, current real estate portfolios, and personal references. Samantha Dunn, consultant to the Developers, provided me with project-specific diligence, including a site map, parcel information and a purchase and sale agreement for the Memorial Block parcels that are privately owned. Finally, the developers provided me with fairly extensive conceptual modelling of several potential development plans and an initial pro-forma for one potential development scenario. Per agreement with the City, all personal and corporate financial information and the initial conceptual and financial modelling are confidential and not to be shared with the City unless otherwise agreed to by the Developers.

In addition to diligence provided by the Developers, I obtained materials from various public records, including the Vermont Secretary of State; reviewed websites for the Larking family real estate and hospitality businesses; and obtained online maps and aerial photographs for most but not all of the Developers’ current properties.

Finally, I spoke at length with both Developers about their background, experience and reasons for their involvement in the redevelopment of the Memorial Block, and spoke privately with several reference for each of the two Developers.

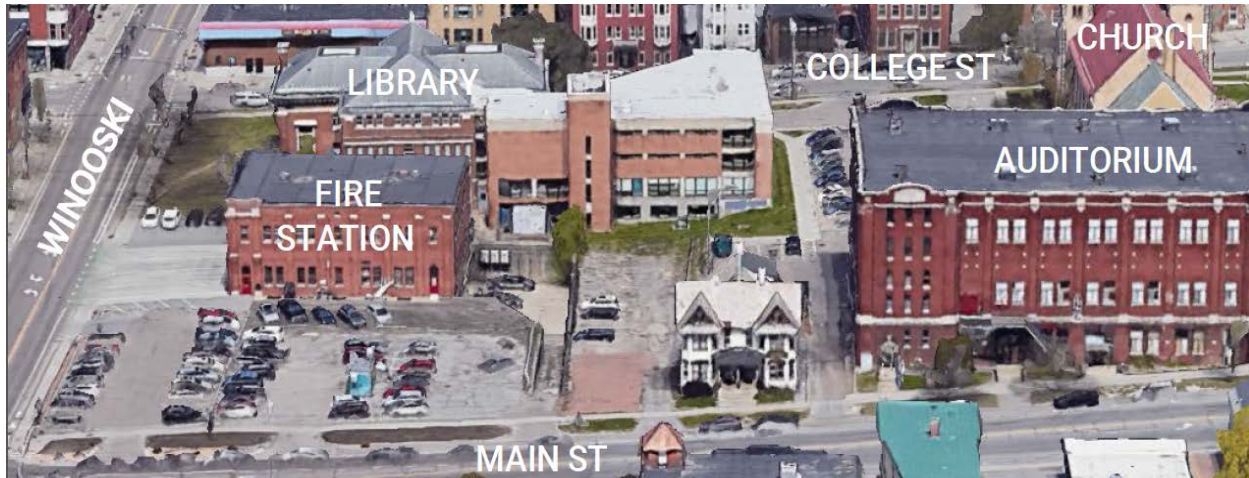
Summary Conclusions

The Developers have been very responsive to my diligence requests and refreshingly open about their background and experiences, the reasons they are involved in the Memorial Block redevelopment and the quite substantial challenges involved in successfully redeveloping the Memorial Block. They are long-time Burlington residents with a deep commitment to their City, extensive experience developing various types of real estate projects in the Burlington area (and elsewhere), a track record of obtaining both debt and equity financing for their projects, and very strong references. They have completed an appropriate amount of pre-development work for a project at this early stage and have personally funded such work. In my opinion, they are more than qualified to undertake the redevelopment of the Memorial Block.

The Developers qualifications notwithstanding, the fact that a development team is qualified to undertake a project is not the same as a guarantee the project will succeed. Any developer undertaking a project like this will face substantial challenges, not the least of which is that mixed-use, urban infill projects with a substantial public benefit component are rarely financed without some meaningful level of public subsidy or “gap” financing. Memorial Block is no exception. To successfully redevelop the Memorial Block, the Developers will need to expand their team to include partners or staff who have experience with mixed-use developments involving multiple sources of gap financing. Likewise, the City will need to be an active partner with the Developers to make the project happen, and may also need to bring in outside expertise to navigate the complexity of developing and financing a project like this.

Memorial Block Background and Description

The Memorial Block is a four-acre parcel within the heart of downtown Burlington bounded by Main Street, South Winooski Avenue, College Street and South Union Avenue. The block contains several City-owned and three privately-owned legal parcels. The block is currently improved with four primary structures: the historic Memorial Auditorium, the Central Fire Station, the Fletcher Free Library and the College Street Congregational Church; and a smaller, wood-frame building along Main Street with upper floor residential and ground floor commercial tenants.



The portion of the block proposed to be redevelopment is on the southern portion of the block, including the historic but functionally obsolete Memorial Auditorium, the Central Fire Station, the privately owned structure and the adjoining areas currently used as surface parking. The general framework of the proposed redevelopment, with a mix of residential, commercial and community uses, a parking structure and open areas with public access, is the result of an extensive process of planning and community outreach conducted by the City over several years.

The Developers have initial site control of the portion of the Memorial Block that the City desires to redevelop through the March 2024 pre-development agreement between the City and the Developers. In addition, on March 28, 2024, the Developers executed a purchase and sale agreement (PSA) for the three private parcels. The PSA includes fairly standard diligence conditions, a meaningful deposit and a clear process for extending the date by which the property acquisition is to close. The closing date has been extended twice by agreement of both buyer and seller. The Developers have told me they intend to close on the purchase of the property in early 2025. The Developers have requested that I not disclose the purchase price for the parcels.

A site map and additional photos of the Memorial Block can be found in Exhibit B.

Development Experience

Each of the Developers has substantial real estate development experience and owns a portfolio of properties primarily or exclusively in the Burlington Area. Importantly, the Developers' experience is highly diversified across different types of real estate, including residential, commercial, hospitality and renewable energy properties, and includes both new construction and renovation of existing properties.

Eric Farrell has more than 40 years' experience developing, brokering and managing real estate in the Burlington area. Most of his development projects have been residential, but he has completed several commercial projects, including the Independent Block, Roosevelt Plaza, and Hickok and Boardman Place.

He has completed roughly 1,000 market-rate residential units and almost 200,000 square feet of commercial space. He has met the City's inclusionary zoning requirements for his residential developments in Burlington by partnering with three local affordable housing nonprofits, Evernorth, Champlain Housing Trust and Cathedral Square Corporation. He has not been directly involved in developing the affordable housing portions of his residential projects.

Farrell is currently the lead developer for Cambrian Rise, the redevelopment of the former St. Joseph's Orphanage property along Lake Champlain, north of downtown. When completed, Cambrian Rise will create more than 1,000 new housing units. That project is subject to a development agreement with the City which requires a substantial community component (open space) as well as affordable housing.

80 Eastwood Drive, S. Burlington, VT



Farrell operates through two "parent" companies, Farrell Real Estate, Inc. (d/b/a Farrell Properties), a property management company which primarily manages properties Farrell has developed, and EF Farrell, LLC, a development entity that generally serves as the managing member of the single-purpose entities created to own and develop individual properties.

Farrell has substantial net worth, most of which is comprised of properties completed or in development. He has limited liquidity for his net worth, but has a solid track record of raising equity and debt financing. The equity financing has been almost exclusively from well-known, high-net-worth individuals in the Burlington area. Similarly, almost all of his debt financing has been provided by local banks.

Joe Larkin is the second generation of the Larkin family to enter the real estate business. John and Marilyn Larkin, Joe's parents started the family business in the 1970's with a mix of brokerage work and smaller multi-family properties. The Larkins grew the business over time with strong outside capital partners, well-timed land acquisitions, development of new multi-family properties, and expansion into hotels, congregate senior living, a limited number of commercial properties and, most recently, solar energy. Most properties were and still are in the Burlington area, with a few located elsewhere in Vermont and one in New York.

Joe initially joined the family business in 2003 after working in finance in New York. In 2007, Joe returned to the finance world for several years. He rejoined the family business in 2010 and has taken on increasing operational responsibility since. Joe has worked to focus the family business on areas of growth (e.g. hospitality), exit areas in which they do not have deep expertise (e.g. senior housing), redevelop existing family properties (e.g. 1185 Shelburne Road tear down and redevelopment), and expand into solar. He has managed all new development projects over the past 10 years, including residential, hospitality and solar. Joe has been the defacto head of the family business since his father's death in 2013

The Larkin family real estate business currently includes seven apartment properties with over 500 residential units, five commercial properties with roughly 90,000 square feet of commercial space, six hotels with 540 rooms and six solar projects. The development pipeline includes a new Marriot hotel in Saratoga Springs, NY, which will be completed late 2024 or early 2025, and the conversion of an existing property in South Burlington into a Candlewood Suites hotel. There are several other projects planned, but the timing of those is unclear. All of the Larkin properties are currently owned 100% by family members through one of a number of family controlled partnerships or trusts.



1185 Shelburne Rd, So. Burlington



1185 Master Plan, So. Burlington

Joe Larkin has substantial net worth, most of which is comprised of his interest in family-owned properties. He has limited liquidity for his net worth. It is hard to evaluate his track record of raising equity and debt financing independent of the larger family business, but the overall Larkin business has a solid track record of obtaining financing for projects. Larkin properties currently have financing from at least five different banks. Overall, the family portfolio is underleveraged.

Joe's involvement in the Memorial Block is currently as an individual. He has paid for his share of the pre-development costs to date out of his own resources. The larger family business has not yet committed its resources to developing the Memorial Block

While the Developers have not previously worked together, they have known each other for a long time. Eric Farrell worked for John Larkin on and off from the 1970's through the 1990's, and has worked on several projects with the Larkin family business. There appears to be a solid working relationship and level of trust between the Developers.

Both Developers are lifelong Burlington residents and have been very up front that their involvement in the Memorial Block redevelopment stems in large part from a commitment to the City of Burlington.

The Developers each provided me with multiple references. I spoke at length with each of the references. The references had known one or both Developers for between five and 25 years, had worked with at least one of the Developers on multiple projects, including some projects which experienced difficulty, and were familiar with the financing sources for those projects. All spoke quite openly and candidly about their experience with the Developers. While the specifics of each conversation are confidential, the references overall were very strong, both with respect to the Developers' experience and abilities as real estate professionals, and to their character and integrity as individuals. The references were:

- Kathy Beyer, SVP, Evernorth
- Leo Cruicksank, VP, NBT Bank
- Michael Monte, CEO, Champlain Housing Trust

- David Sylvester, Director, Downs Rachlin Martin
- Kevin Raleigh, SVP, Mascoma Bank (retired)

Resumes for the Developers can be found in Exhibit C. The Developers' real estate portfolios can be found in Exhibit D.

Conclusion: the Developers have more than sufficient experience to undertake the Memorial Block development. They have substantial experience developing residential, commercial, hospitality and renewable properties, almost all of which are located in the Burlington area. While they have not directly worked together before, they have known each other a long time and Farrell has previously worked with the Larkin family real estate business.

Financial Strength

The Developers provided personal financial statements, three years of tax returns, REO schedules and, for Joe Larkin, a high level summary of the overall Larkin family business financials.

	PFS	Tax Returns	REO Schedule	Business Financials
Eric Farrell	a/o 10/31/24	2021, 2022, 2023	a/o November 2024	n/a
Joe Larkin	a/o 10/31/24	2021, 2022, 2023	a/o December 2024	Unaudited financial summary for combined Larkin family businesses

The Developers' financials were provided confidentially to me, with the understanding that the Developers' financials would not be shared in with the City. I have reviewed all financial information provided by the Developers and can comfortably say their combined financial strength is substantial and more than sufficient to undertake a project of this size. As noted in prior sections, the Developers' net worth is largely in investment real estate (including solar projects) and their combined liquidity is low for their overall net worth.

The Developers have asked that I not reference any summary figures or specific amounts with respect to their financial assets in this document. They are comfortable with me providing limited summary information in an executive session with City leaders, should such a session be requested.

Conclusion: the Developers have more than adequate financial resources to undertake the pre-development portion of the Memorial Block development. They understand they will need to bring in additional equity partners or investors to finance the equity needed for development of the overall project.

Acquisition and Pre-Development

As noted above, the Developers have obtained site control of the portion of the Memorial Block that the City desires to redevelop. Control of the City-owned parcels is through a March 2024 pre-development agreement. Control of the private parcels is through a March 2024 purchase and sale agreement.

The Developers have assembled an experienced development team, including legal, engineering, environmental and design consultants, as follows:

Legal Counsel	Tim Sampson, Downs Rachlin Martin	Burlington	https://www.drm.com/
Architecture & Urban Planning	Utile	Boston & Providence	https://www.utiledesign.com/

Structural Engineer	Hardy Structural Engineering	Colchester	https://hardyse.com/
Geotechnical	GeoCompanies	CT, NJ, NY, OR, VT	https://geocompanies.com/
Environmental	Waite-Heindel	Burlington	https://waiteenv.com/
Development Consultant	Samantha Dunn, All At Once	Burlington	https://www.linkedin.com/in/samantha-dunn-a029966/

While I am not familiar with any of the firms which comprise the initial development team, I have reviewed their websites and project profiles, and they all appear to be well-qualified for a project of this type.

The Developers shared with me a confidential 30-page visual presentation prepared by their development team which included a site plan; three dimensional massing presentations, sectional diagrams and basic floor layouts for two separate development scenarios. The presentation also identifies key site challenges, including the sloped grading of the site and the ravine sewer line that traverses the site. Both layouts included residential, commercial and community space, a parking garage and public open space.

Conclusion: The Developers have undertaken a level of pre-development work and invested a level of resources which is appropriate for this early stage of a large, complex development project.

Initial Pro-forma

The Developers shared with me a confidential preliminary financial pro-forma for the Memorial Block redevelopment. The pro-forma includes development costs for each different component of the project (residential, commercial, hotel, retain, community space and parking), projected net income for the overall project, and financing sources for the overall project.

The development costs for each project component are based on estimated costs per square foot, which is appropriate for this early stage of a project. Projected income for the overall project was based on estimated net income for each component of the project (e.g. residential income is calculated as net income per unit times the number of units), which is also appropriate for this early stage of a project. Financing source were estimated as roughly 30% equity, 60% debt and to-be-determined gap financing of roughly 10% of project costs.

While these are very preliminary estimates, subject to revision as the project moves forward, and my review is quite limited, my impressions were as follows:

- The level of equity is appropriate for a project of this type
- The overall supportable debt seems slightly aggressive
- The project will likely have a financing gap more in the range of 15-20% of total development costs

I have advised the Developers that they will need to think through how the overall project can be phased and prepare a schedule of projected development costs and financing sources by phase. Each phase will likely have a different cost of capital (e.g. debt for the residential portions will have a lower interest rate than for, say, the hotel portion) and each phase will likely attract different forms of gap financing.

To be clear, any developer attempting to redevelop the Memorial Block with the public benefit components requested by the City (e.g. parking garage, community space, public open space) which generate substantially less operating revenue than a “market” use of the same area,, would face a

financing gap that would need to be filled with one or more (likely multiple) public gap financing sources. The gap in the current pro-forma is not unique to the Developers.

There are multiple sources of potential gap financing for a mixed-use project such as the Memorial Block. Potential federal gap financing sources include historic tax credits (HTC) for the firehouse, and new market tax credits (NMTC) for the community portion of the project. Potential state and local gap financing sources include tax-exempt bonds, TIF financing and CDBG funds. If a respected nonprofit partner were to become involved in the community portion of the project, a capital campaign might be a possible source of private gap financing.

The biggest challenge the Developer's face is, while they have extensive experience with traditional equity and debt financing for market-rate real estate projects, they do not have experience with projects which require complex layered financing, including one or more sources of public gap financing. Eric Farrell has done several project with affordably housing/inclusionary zoning components which required public subsidy (e.g. Low-Income Housing Tax Credits), but the financing and development of those components was undertaken by nonprofit affordable housing partners, not Mr. Farrell.

To be fair to the Developers, to my knowledge there is no developer in Burlington who has experience developing mixed-use, urban infill projects of the size of the Memorial Block, with the level of public benefit proposed for Memorial Block, and for which complex layered financing, including multiple sources of public gap financing, was required. The closest example may be the community center facilities developed by the Champlain Housing Trust using NMTC as a financing source. However, those projects were of a much smaller scale and less complex that what is proposed for the Memorial Block.

Conclusion: The financial pro-forma shared confidentially with me is appropriate for this early stage of project development. As the project moves forward the Developers understand they will need to do a more detailed pro-forma by phase, and expand their team to include additional partners or staff with experience financing mixed-use developments with multiple sources of federal, state and/or local gap financing.

Exhibits

- A. Scope of Work
- B. Site map
- C. Resumes
- D. Real Estate Portfolios

Exhibit A

Scope of services

Consultant proposes to evaluate the financial capacity and the development capabilities of Eric Farrell and Joe Larkin (“Developers”), the developers for the proposed redevelopment of the Memorial Block, as described in Section 5. (c) “Financial Capacity” of the Pre-Development Agreement between Client and Developers.

1. Initial Diligence

Obtain from the Developers and review the initial diligence list proposed by Client, which generally encompasses:

- Personal financial statements and tax returns for 2021-2023:
- Business entity (corporate) financial statements and tax returns for 2021 –2023, including income statement and EBITDA analysis, balance sheets, cash flow statements and contingent liabilities, including but not limited to personal and corporate guarantees:
- Pre-development budget and evidence that partners have sufficient liquidity or access to capital to fund pre-development activities:
- Draft development pro forma with sources and uses of funds:
- Letters of reference/support from current and former lenders:
- Letters of reference/support from current and former investors.

Verbally discuss initial findings and recommended next steps to Client.

2. Additional Diligence

Identify any additional diligence necessary or desirable to evaluate the Developers capacity to undertake the proposed redevelopment. The purpose of any additional diligence will be to address items not covered by the initial diligence list and/or address questions raised during the initial diligence review.

- Review and summarize the additional diligence as and when received;
- Verbally discuss additional diligence and recommended next steps to Client.

3. Summary

Based on the diligence reviewed, and conversations with the Developers, their staff and/or references, provide a written summary of the diligence materials reviewed, including Consultant’s opinion as to the financial capacity and development capabilities to undertake the proposed redevelopment of the Memorial Block including, but not limited to:

- The responsiveness of Developers;
- The thoroughness of materials received/information provided;
- The financial capacity of the Developers;
- The prior development experience of the Developers;
- The completeness of Developers’ pre-development plans and draft development pro-forma;
- Any recommended benchmark or steps for Client to take to monitor the progress of the pre-development process and eventual redevelopment work.

If requested by client, present findings to the Mayor and City Council. To the extent the consultant has not already reached the 40-hour limit in this agreement, participate in other meetings regarding Consultant’s review, including with other parties in Burlington City government, as requested by Client.

4. Other Services

To the extent Consultant has not already reached the 40-hour limit in this agreement, assist Client with other tasks or services as agreed to by Client and Consultant.

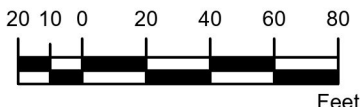


Project:
Memorial Gateway
Block
Parcel Map

Map depicts City and Privately owned parcels within the Memorial Gateway Block project area. Tax parcels labeled with street address, tax lot ID number, and last known property owners from Assessment records.

Drawn by: Z. Nersinger
Date: January 2024
Last Revised:

- Map Legend
- BTVStreetLabels
 - Tax Parcels
 - Privately Owned Parcels
 - City Owned Parcels



Scale Text:
1 inch equals 60 feet
(approximate)

Disclaimer: Parcel maps that are depicted on the Assessor's website are for informational use only. They are a representation of property boundaries, not an authoritative source. They are not valid for legal description or conveyance. In addition, the Parcel Data may not be the most up to date information, please contact the Assessor's Office if you find any discrepancies with the data.



Exhibit C: Developer Resumes

Eric F. Farrell, Owner

December
2024

Farrell Real Estate
d/b/a Farrell Properties
351 North Avenue
Burlington, Vermont 05401
PO Box 1335, Burlington, VT 05402
Phone: 802-861-3000 x 12
Cell: 802-343-7055
E-mail: efarrell@farrellpropertiesvt.com

Professional Experience

Farrell Real Estate/Properties: 1975 – Present

- Residential & commercial development

F& M Development Company, LLC 1999 to 2011

- Multi-family development – O'Dell Parkway PUD (516 units + commercial)

Redstone Commercial: 1997 - 2006

- Commercial & Investment brokerage and development

Coburn & Feeley Real Estate: 1992 - 1997

- Commercial & Investment brokerage

Farrell Construction Company, Inc.: 1975 to 1992

- Specializing in single-family & multi-family construction

Completed Projects

- **O'Dell Parkway PUD:** (Managing Partner) New mixed-use, mixed-income community on 25 acres of land on Farrell Street in South Burlington. O'Dell was developed from 2001 - 2011 in collaboration with local non-profit housing providers, Cathedral Square Corporation, Champlain Housing Trust and Evernorth (formally Housing Vermont). A total of 516 units have been completed and occupied. The O'Dell project won the prestigious Smart Growth Award in 2006 from the Vermont Forum on Sprawl. One active development partner, who also owns the general contracting company that performed all the construction. There were no outside investors and conventional financing provided by a local bank. The mixed-income development program included 226 for-sale condominiums, 202 apartments and 88 senior housing apartments.

Completed in 2011

Divested of last building owned in 2024; Retaining Communications Tower.

- **Independent Block:** (Managing Partner) A re-invented 90,000 sf small business enterprise building in downtown Burlington. This former industrial property was totally renovated over a 5-year period in the late 1990's. The completed project has a mix of office uses (for-profit and non-profit), several service providers, a local newspaper and a wholesale wine distributor. One active partner and no outside investors. Conventional financing provided by a local bank.
Completed in 2000
Divested in 2009
- **Hickok & Boardman Place:** (Managing Partner) Existing 45,000 sf First-Class high-rise office building in Burlington. This gateway property underwent complete renovations in 2003-2005. The completed project remains first-class office use. Four local investors, all of whom had business offices (real estate and insurance) located in the building. Conventional financing provided by a local bank.
Completed in 2006
Divested in 2017
- **Roosevelt Plaza:** (Sole Developer) New 46,000 sf First Class office/small business commercial park developed in 2006 – 2008. This property was successfully developed and marketed as commercial condominiums to the owners of growing small businesses and now is home to ten such companies occupying separately owned commercial condominium units. No outside investors. Conventional financing provided by a local bank.
Sold last remaining owner-occupied office condominium in 2020
- **Oval West:** (Managing Partner) Renovation and conversion to condominiums of “Officers Row”, comprised of 11 duplex buildings (22 units), plus the Commander’s house and a small office building in the historic section of the former Plattsburgh Air Force Base. Two non-cash contributing passive partners. Conventional financing provided by a local bank.
Completed in 2006
Sold last remaining building (office) in 2006
- **Thayer Commons:** (Co-Developer with local non-profit housing providers, Champlain Housing Trust and Cathedral Square Corporation). New 188-unit multi-family residential development in Burlington’s New North End. Retained two of four buildings developed on the site. Managing Partner of 47 market-rate apartment units with one outside investor; and Managing Partner of separately owned 39 market-rate apartment units with four outside investors. Both buildings were retained as a long-term investment. Conventional financing provided by a local bank.
- Completed in 2013
Divested in 2024
- **Olympiad:** (Developer and Managing Partner) New 54-unit multi-family residential building in South Burlington, retained as a long-term investment. Seven outside investors. Conventional financing provided by a local bank.
Completed in 2015
Retained as a long-term investment

- **Staniford Farms:** (Developer) New 22-lot single-family residential development in Burlington's New North End (optioned the home sites to a local house builder, Snyder Companies). One outside investor. Conventional financing provided by a local bank.
Completed in 2018
Sold last remaining lot/building (old Farmhouse) in 2020

Current Projects

- **Cambrian Rise:** (EF Farrell, LLC is the Managing Partner of two sister partnerships: BC Community Housing, LLC and 375 North Avenue, LLC.

BC Community Housing, LLC in turn is the sole Member of The Aurora at Cambrian Rise, LLC.

These partnerships are developing a new mixed-use, mixed-income community on 21.65 acres of land surrounded by public parkland close to public beaches, the Waterfront District and Downtown. The final buildout of Cambrian Rise is projected to be approximately 1,037 residential units, rental and for sale, affordable and market-rate, plus various neighborhood commercial uses. Cambrian Rise is being developed in collaboration with local non-profit housing providers, Champlain Housing Trust, evernorth (formally Housing Vermont) and Cathedral Square Corporation. To date, 567 housing units have been completed and occupied and 470 housing units remain to be developed. Additionally, approximately 15,000 sf of neighborhood uses will be developed and occupied over the next 5 years. The Cambrian Rise community is expected to be completed by 2030.

- **BC Community Housing, LLC (BCCH):** (Managing Partner) Limited liability company that purchased 27.65 acres on Burlington's lakeshore from Burlington College, funded by 8 local investors. BCCH subsequently secured permits for a 12-lot subdivision on 33.65 acres, the 27.65 acres it purchased, plus 6.0 acres with two existing buildings thereon purchased by 375 North Avenue, LLC, also from Burlington College.

BCCH Sold Lot 12 (12 acres) to the City of Burlington for the development of Kieslich Park (public), while retaining Lots 2, 3, 4, 5, 6, 7, 8, 9, 10 and 12 at Cambrian Rise.

BCCH sold Lot 2 and Lot 3 to Champlain Housing Trust and Cathedral Square Corporation, respectively, for the development of 70 units of affordable senior housing and 76 units of affordable family housing, respectively.

BCCH sold Lot 4 to SD Ireland for the development of 79 apartments and 38 condominiums.

BCCH will develop or sell Lot 5 for the development of 72 residential units.

BCCH will sell Lot 8 to Champlain Housing Trust for the development of 70 units of affordable housing.

BCCH sold Lot 9 and Lot 10 to The Aurora at Cambrian Rise, to be combined with development rights that The Aurora purchased from 375 North Avenue, LLC; for the development of 169 luxury condominiums, four guest suites, and a 320-car parking garage.

BCCH will develop the remaining 150 units on Lots 6, 7, representing an increase in the total number of units at Cambrian Rise from 950 to 1,029.

- **375 North Avenue, LLC:** (Managing Partner) The partnership purchased Lot 1 in Cambrian Rise with two existing buildings thereon at Cambrian Rise and subsequently completed the renovation of a former orphanage building (now called Liberty House) into 64 market-rate apartments, plus one condominium unit in 2017; and 105 market-rate apartments in The Rise in 2021 (in part, the College's former classroom building); and 134 market-rate apartments in Sunset House. Construction was completed in 2024; all three buildings to be retained as a long-term investment. Project funding provided by 67 accredited investors and conventional financing from a local bank.
- **The Aurora at Cambrian Rise, LLC** (Managing Partner) This company owns the development rights to Unit 5 on Lot 1 and will develop 169 for sale condominiums (The Aurora). Funding to be provided by outside investors and bank financing.
- **Riverside Farms** (Sole owner) This company owns an 11.5-acre parcel in Colchester and is planning to develop 13 single-family homes for sale or for rent, along with the retention of an historic 4,250 sf barn.

Personal & Business Outline Resume

Married to Jennifer A. Murphy, Financial Advisor, Edward Jones, lives in Burlington, VT

Education

St. Michael's College; Colchester, VT - 1965-69
BA in Business Administration

Strengths & Qualifications

- **Specific Areas of Knowledge and Experience:**
- Extensive knowledge of Microsoft Word & Excel
- Extensive understanding of construction design & specification criteria
- Extensive knowledge & experience with municipal & state permitting.
- Extensive knowledge & experience with contracts and Lease negotiations
- Extensive financing, feasibility and marketing experience
- Extensive collaborative experience with local housing non-profits, Champlain Housing Trust, Cathedral Square Corporation & evernorth

Joseph F. Larkin

1421 Spear Street, South Burlington, 05403
(802) 734-8337 • joelarkin@larkinrealty.net

SUMMARY OF QUALIFICATIONS

- Developed valuation and credit analysis skills.
 - Extensive experience in Municipal and State Permitting: VT, NY, MASS
 - Extensive experience in contract and lease negotiations.
 - Extensive experience with debt and tax equity financing.
 - Strong leadership skills and respected team player.
 - Proficient in MS Excel, PowerPoint, Word, Access, VB.NET, Bloomberg.
-

PROFESSIONAL EXPERIENCE

- 8/10- Present Larkin Realty, Burlington, VT
Principal and Vice President
Lead the Asset Management of a \$350 Million family real estate portfolio that includes Hotels, Mixed Use, Multifamily, Solar and Commercial properties.
- Development and Financing of new development projects.
 - Purchase and Disposition of Assets.
 - Reposition and Renovation of acquired and owned assets
- Oversee the Operations of the Management Teams
- Financial Reporting, Benchmarking and Analysis
-
- 8/07- 8/10 **Dwight Asset Management**, Burlington, VT
Credit Research Analyst
Perform fundamental and relative value analysis on investment grade and high yield companies. Responsibilities include: building detailed financial models, writing analysis summaries and identifying investment and risk management opportunities.
- 8/05-8/10 **Vermont Air National Guard**, Burlington, VT
Executive Officer of Maintenance Group- 2nd Lieutenant
Act as liaison between ranking enlisted and commanding officers. Maintain written performance evaluations for group level officers. Organize and conduct award, promotion and retirement ceremonies.
- 8/03- 8/07 **Larkin Realty**, Burlington, VT
Operations/ Finance Officer
Performed performance analysis of Larkin Realty's property portfolio focusing on expense control and revenue management. Oversee property managers' financial benchmarks and quality assurance. Actively involved in property acquisition and new project development including: site identification, permit approval process, project design and project finance.

- 10/04- 8/05 **Vermont Air National Guard**, Burlington, VT
Life Support Technician- Airman First Class
Performed inspections, maintenance, and adjustments of aircrew life support and chemical defense equipment.
- 7/01- 7/03 **Credit Suisse First Boston**, New York, NY
Leveraged Finance Junior Salesman
Developed relationships with buy-side analysts. Facilitated primary loan syndication and secondary trades. Provided market information to Capital Market deal teams. Maintained internal leveraged loan market research. Tracked market deals and trends in pricing, credit ratings and deal size.

Joseph F. Larkin

1421 Spear Street, South Burlington, 05403
(802) 734-8337 • joelarkin@larkinrealty.net

EDUCATION

- 2008-2010 **Columbia Business School**, New York, New York,
MBA
- 2006 **Academy of Military Science**, McGhee Tyson Air National Guard Base, Knoxville, TN
Commissioned as 2nd Lieutenant in United States Air Force
- 1997-2001 **Amherst College**, Amherst MA.
Bachelor of Arts with honors. Major in Economics
G.P.A. 3.4.

Certifications

ECornell: Real Estate Financial Modeling 2024

Completed Projects

Homewood Suites South Burlington, VT: 89 key new construction hotel .Completed 2013
Marriott Fairfield Inn & Suites Waterbury, VT: 84 key new construction hotel. Completed 2014
1185 Shelburne RD South Burlington, VT: Mixed used building with 60 apartments and 18K sqft.
Commercial/ Retail. Completed 2017
61 North Dorset South Burlington, VT: Mixed used building with 83 apartments and 6K sqft. Commercial/
Retail. Completed 2024

Active Projects

AC Hotel Marriott Saratoga Springs New York: 120 key new construction hotel. Expected completion
August 2024
North Dorset Phase 2 & 3: Permitted 120 key hotel and 40 multifamily units. Timing TBD
1185 Master Plan: multiphase development of 110 key hotel and 250 multifamily units. Timing TBD

Exhibit D: Eric Farrell Schedule of Real Property (December 2024)

<u>Property</u>	<u>Res'l Units</u>	<u>Com'l Sf</u>	<u>Completed</u>	<u>Notes</u>
Properties Completed & Stabilized				
The Olympiad, 80 Eastwood Dr, S. Burlington	54	-	2015	financed by local bank and 7 outside investors
Subtotal: Properites Completed & Stabilized	54			
Other Operating Properties				
466 Farrell St (Lot 13), So. Burlington	-	-	2003	purchased existing communications tower
342-346 North Ave, Burlington	3	-	2017 & 2018	purchased existing duplex and single family houses
Subtotal: Other Operating Properties	3	-		
TOTAL: OPERATING PROPERTIES	57	-		
Properties Completed & Sold				
Independent Block	-	90,000	1990's	former industrial property renovated over 5 years into offices for nonprofit service providers, a local newspaper & wholesale wine distributor
O'Dell Parkway PUD, South Burlington				
For sale units	226	-	2001-2011	new construction, mixed-income community on 25 acres in S. Burlington; 300 affordable units developed in collaboration w/ Cathedral Square Corp and Champlain Housing Trust
Rental units	202	-		
Senior units	88	-		
Subtotal: O'Dell Parkway	516	-		
Hickock & Boardman Place	-	45,000	2003-2005	complete renovation of existing Class A office building in downtown Burlington
Roosevelt Plaza	-	46,000	2006-2008	new construction of 46,000 sf commercial condominium for small businesses
Oval West	22	-	2006	renovation of "Officers Row" buildings in former Plattsburgh AFB into 11 duplex residential condominiums
Thayer Commons	86	-	2013	new construction of 188 units in 4 buildings; 86 market rate units in 2 buildings; 102 affordable units in 2 buildings developed in collaboration w/ Cathedral Square Corp and Champlain Housing Trust
Subtotal: Properites Completed & Sold	624	181,000		
Properties in Development				
375 North Ave, Burlington				
Liberty House, 375 North Ave, Bldg A	64	-	2017	Bldg A: construction complete, 100% leased & perm loan in place
The Rise, 375 North Ave, Bldg B	105	8,225	2021	Bldg B: construction complete, 100% leased & perm loan in place
Sunset House, 375 North Ave, Bldg C	134	-	2024	Bldg C: construction completed in August; 65% leased & perm loan in place
Subtotal: 375 North Ave	303	8,225		
The Aurora at Cambrian Rise	169	-	TBD	for-sale, market-rate residential; plus 4 hotel rooms; fully permitted development parcel; construction start spring 2025?
300 Cambrian Way, Burlington	292	1,300	TBD	development parcel (Lots 5, 7 & 8); will be 3rd phase of Cambrian Rise; plus 30 hotel rooms
527 Riverside Dr, Colchester ³	13	-	TBD	4,250 sf barn (used by Farrell Real Estate) + 11.5 acres; held for res'l development
Subtotal: Properites in Development	777	9,525		

Schedule D: Larkin Family Schedule of Real Property (December 2024)

Property	Res'l Units	Com'l Sf	Year	Notes
Residential Properties (Larkin Realty)				
388 Shelbourne Rd, Burlington	35	-	B 2010	
61 North Dorset, So. Burlington	83	6,000	B 2024	UVM housing; a/k/a N. Dorset Phase 3
144 Larkin Way, So. Burlington	78	-	R 2021/22	renovated 2021 & 2022; prev Comfort Suite Hotel; prev used 1712 Shelbourne Rd as address
1185 Shelburne Rd, So. Burlington	60	13,717	B 2019	orig bldg demo'd 2017; new res'l building completed 2019;
Farmstand Apartments	64	-	B 2005	
152 Allen Rd, So. Burlington				
Olde Orchard Park	210	-	B 1993-2000	land purchased 1992
6 Olde Orchard Park, So. Burlington				
Quarry Hill	64	-	B 2007	
376 Quarry Hill Rd, So. Burlington				
Subtotal: Apartment Properties	594	19,717		
Commercial Properties				
150 Bank St, Burlington, VT	-	19,000	P 2022	rented to NBT bank
LM Commercial Properties	-	25,000	B 1994	
25 Crossroad, Waterbury, VT	-	2,500	P 2021	adjacent to Fairfield Inn
57 Fayette	-	13,000	B 2017	
1510-1530 LLC	-	43,480	B 1990	
Subtotal: Commerical Properties	-	102,980		
Hotel Properties (Larkin Hospitality)				
	Hotel Rooms			
Comfort Inn & Suites	87	-	B 1987	originally Howard Johnson's Motel
3 Dorset St, So. Burlington				
Homewood Suites by Hilton	89	-	B 2015	
5 Dorset St, So. Burlington				
Smart Suites, Ascend Hotel Collection	82	-	B 2001	
1700 Shelbourne Rd, So. Burlington				
Holiday Inn Express by IHG	121	-	B 1988	
1720 Shelbourne Rd, So. Burlington				
Smart Suites on the Hill	81	-	B 1999	
151 Larkin Way, So. Burlington				
Fairfield by Marriott	84	0	B 2015	purchased land & historic building 2011
1017 Waterbury Stowe Rd, Waterbury, VT				
Subtotal: Hotel Properties	544	-		

Schedule D: Larkin Family Schedule of Real Property (December 2024)

Solar Properties				
Bright Sky Solar			B 2016	
Claire Solar 1 & 2			B 2014	
Larkin Solar Farm			B 2015	
Mill Pond Solar			B 2017	
St. Albans Solar Farm			B 2013	
Weathersfield Solar			B 2019	
Subtotal: Solar Properties				
TOTAL: OPERATING PROPERTIES	594	122,697	Res'l Units	
	544		Hotel Rms	
Properties in Development				
	<i>Res'l Units</i>			
1185 Master Plan So Burlington, VT	250	-	TBD	250 unit apartment property
Subtotal: Residential Properties in Development	250	-		
	<i>Hotel Rooms</i>			
Candlewood Suites 151 Larkin Way, So. Burlington	81	-	2024	conversion of existing property
1185 Master Plan So Burlington, VT	110	-	TBD	110 room hotel property
North Dorset Phase 2 So. Burlington		-		
North Dorset Phase 3 So. Burlington	120	-	TBD	120 room hotel property
AC by Marriott Saratoga Springs 176 South Broadway, Saratoga Springs, NY	120	-	2024	120 room Marriott Hotel; new construction; 2024 completion
Subtotal: Hotel Properties in Development	431	-		



APPRAISAL OF REAL PROPERTY

Memorial Block
145 South Union Street
Burlington, Chittenden County, VT 05401

IN AN APPRAISAL REPORT

As of January 1, 2026

Prepared For:

Memorial Block, LLC
351 North Avenue
Burlington, Vermont 05401

Prepared By:

Cushman & Wakefield of Massachusetts, LLC
Valuation & Advisory
125 High Street, 24th Floor
Boston, MA 02110
Cushman & Wakefield File ID: 24-27001-901203-001



Memorial Block
145 South Union Street
Burlington, Chittenden County, VT 05401



125 High Street, 24th Floor
Boston, MA 02110
Tel +1 (617) 330-6966
cushmanwakefield.com

March 16, 2025

C/O Eric Farrell
Memorial Block, LLC
351 North Avenue
Burlington, Vermont 05401

Additional Intended Users: EF Farrell, Larkin Realty, The City of Burlington and Memorial Block, LLC

Re: Appraisal Report

Memorial Block
145 South Union Street
Burlington, Chittenden County, VT 05401

Cushman & Wakefield File ID: 24-27001-901203-001

Dear Mr. Farrell:

In fulfillment of our agreement as outlined in the Letter of Engagement, we are pleased to transmit our appraisal of the above referenced property in the following Appraisal Report.

The subject property consists of an estimated 2.53-acre site that consists of a portion of what is considered the Memorial Block. The subject property consists of the block bound by Main Street, South Winooski Street, College Street and South Union Street, excluding the College Street Congregational Church and the Fletcher Free Library. The property is currently improved with the vacant Memorial Auditorium, Fire Station Number 1, a city owned public parking lot and two mixed use buildings with frontage on Main Street, owned by Mid-Town Associates, Inc.

The City of Burlington has entered a pre-development agreement with Eric Farrell and Joe Larkin, known collectively as the Developer to explore redevelopment of the property.

This appraisal contemplates a proposed development scheme based on a hotel with 128 keys and 145 units of housing, of which 123 would be market rate and 22 would be inclusionary units with restricted rents at 65% of AMI, 44,000 square feet of commercial space and 365 structured parking spaces all based on a date of value of January 1, 2026. At that point in time it is assumed that the Memorial Auditorium and Mid-Town buildings are demolished and the fire station is vacant and available for redevelopment and approvals are in place for the proposed development scheme.

We note that the site is known to have extraordinary, but unknown at this time, costs related to geotechnical requirements of the development parcel. Additionally, there is likely environmental cleanup costs related to the development parcel that are unknown at this time. The net value to the land would be net of these expenses. Given

the unknown nature of these costs we have reported under the hypothetical condition that these requirements do not exist.

This Appraisal report has been prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP).

Based on the agreed-to Scope of Work, and as outlined in the report, we developed the following opinion, inclusive of personal property:

Value Conclusion			
Appraisal Premise	Real Property Interest	Date of Value	Value Conclusion
Prospective Market Value	Fee Simple	January 1, 2026	\$10,825,000

Compiled by Cushman & Wakefield of Massachusetts, LLC

Extraordinary Assumptions

For a definition of Extraordinary Assumptions please see the Glossary of Terms & Definitions. The use of extraordinary assumptions, if any, might have affected the assignment results.

The prospective market value estimate is based upon market participant attitudes and perceptions existing as of the effective date of our appraisal, and assumes the subject property is completed and/or achieves stabilization as of our prospective date. We assume no material change in the physical characteristics and condition of the subject property or in overall market conditions between the date of inspection and effective date of value, except for those identified within the report.

Hypothetical Conditions

For a definition of Hypothetical Conditions please see the Glossary of Terms & Definitions. The use of hypothetical conditions, if any, might have affected the assignment results.

This appraisal is prepared based on the hypothetical conditions related to the state and availability of the property. This appraisal assumes the property will be subdivided to separate the land parcel from the land necessary to support the Fletcher Library. This appraisal assumes as of the date of value that all improvements requiring demolition, excepting the fire house, have been demolished and are available for development. This appraisal assumes the fire house is vacant and available for redevelopment. This appraisal assumes all typical geotechnical conditions exist to allow the proposed development. This appraisal assumes all approvals are in place to allow for the proposed development. Should any of these conditions change it will impact our value conclusion.

This letter is invalid as an opinion of value if detached from the report, which contains the text, exhibits, and Addenda.

Respectfully submitted,

CUSHMAN & WAKEFIELD OF MASSACHUSETTS, LLC

A handwritten signature in black ink, appearing to read "Brian C. Harris", with a long horizontal flourish extending to the right.

Brian C. Harris, MAI
Senior Director
VT Certified General Appraiser
License No. 080.0085582
brian.harris@cushwake.com
(617) 204-5938 Office Direct

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Summary of Salient Facts and Conclusions

BASIC INFORMATION

Common Property Name:	Memorial Block
Address:	145 South Union Street Burlington, Vermont 05401
County:	Chittenden County
Property Ownership Entity:	City of Burlington / Mid-Town Associates Inc.

SITE INFORMATION

Land Area:	110,000 Square Feet	2.53 Acres
Site Shape:	Rectangular	
Site Topography:	Level at street grade	
Frontage:	Good	
Site Utility:	Good	
Flood Zone Status:		
Flood Zone:	X	
Flood Map Number:	50007C0252D	
Flood Map Date:	July 18, 2011	

PROPOSED BUILDING INFORMATION

Type of Property:	Mixed Use Development
Sub Type:	Hotel, Multi-Family and Commercial
Building Area:	
Number of Units:	128 hotel units, 145 housing units, 44,000 square feet of commercial space and former firehouse

MUNICIPAL INFORMATION

Assessment Information:	
Assessing Authority:	City of Burlington
Assessor's Parcel Identification:	049-3-099-000, 049-3-100-000, 049-3-101-000
Current Tax Year:	FY 2025
Taxable Assessment:	\$12,488,800
Subject's assessment is:	At market levels
Zoning Information:	
Municipality Governing Zoning:	City of Burlington
Current Zoning:	FD5 Downtown Center - Form Based Code
Is proposed use permitted?	Yes
Proposed Use Compliance:	Complying use

HIGHEST & BEST USE

As Though Vacant:	A mixed use development as supported by local market conditions.
--------------------------	--

VALUATION INDICES		Prospective Market Value
VALUE DATE		January 1, 2026
Land Valuation - Multi-Family Component		
Indicated Value:		\$3,750,000
Per Unit:		\$25,862
Land Valuation - Commercial Component (Including Fire House)		
Indicated Value:		\$3,750,000
Land Value Per SF of Development Area		\$85.23
Land Valuation - Hotel Component		
Indicated Value:		\$3,325,000
Per Unit (128 Keys):		\$25,977
FINAL VALUE CONCLUSION		
Real Property Interest:		Fee Simple
Concluded Value:		\$10,825,000
Exposure Time:		9-11 Months

Summary of Critical Observations

SUMMARY OF CRITICAL OBSERVATIONS

The strengths and weaknesses analysis applies both specifically (attributes internal or specific to the subject) and generally (external or economic considerations that influence the subject).

Strengths

- Good visibility gateway location.
- Overall lack of housing inventory in the larger market versus need.
- Short distance to Courthouse, Church Street and other downtown destinations.

Weaknesses

- Site conditions.
- Typical challenges related to cost of construction, mortgage rates, etc.

Conclusions

Based on the preceding strengths and weaknesses, the subject property's specific outlook is considered to be stable while the general outlook for the overall market is concluded to be stable as well.

Property Photographs



Approximate boundaries denoted based with red line.

MEMORIAL AUDITORIUM



MEMORIAL AUDITORIUM



MEMORIAL AUDITORIUM



MEMORIAL AUDITORIUM



MEMORIAL AUDITORIUM INTERIOR



MEMORIAL AUDITORIUM INTERIOR



MEMORIAL AUDITORIUM INTERIOR



MEMORIAL AUDITORIUM INTERIOR



FIRE HOUSE



FIRE HOUSE



FIRE HOUSE



FIRE HOUSE



FIRE HOUSE PARKING BAYS



FIRE HOUSE PARKING BAYS



FIRE HOUSE SECOND FLOOR



FIRE HOUSE SECOND FLOOR



FIRE HOUSE SECOND FLOOR



FIRE HOUSE LOWER LEVEL



REAR DRIVEWAY TO FIRE HOUSE



MID-TOWN ASSOCIATES PARCELS



MID-TOWN ASSOCIATES PARCELS



MID-TOWN ASSOCIATES PARCELS



FLETCHER LIBRARY



CONGREGATIONAL CHURCH



Scope of Work

Overview

Scope of work is the type and extent of research and analyses involved in an assignment. To determine the appropriate scope of work for the assignment, we considered the intended use of the appraisal, the needs of the user, the relevant characteristics of the subject property, and other pertinent factors. Our concluded scope of work is summarized below, and in some instances, additional scope details are included in the appropriate sections of the report:

Research

- We inspected the property and its environs. Physical information on the subject was obtained from the property owner's representative, public records, and/or third-party sources.
- Regional economic and demographic trends, as well as the specifics of the subject's local area were investigated. Data on the local and regional property market (supply and demand trends, rent levels, etc.) was also obtained. This process was based on interviews with regional and/or local market participants, primary research, available published data, and other various resources.
- Other relevant data was collected, verified, and analyzed. Comparable property data was obtained from various sources (public records, third-party data-reporting services, etc.) and confirmed with a party to the transaction (buyer, seller, broker, owner, tenant, etc.) wherever possible. It is, however, sometimes necessary to rely on other sources deemed reliable, such as data reporting services.

Analysis

- Based upon the subject property characteristics, prevailing market dynamics, and other information, we developed an opinion of the property's Highest and Best Use.
- We analyzed the data gathered using generally accepted appraisal methodology to arrive at a probable value indication via each applicable approach to value.
- The results of each valuation approach are considered and reconciled into a reasonable value estimate.

This Appraisal Report has been prepared in accordance with our interpretation of your institution's guidelines, Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA), and the Uniform Standards of Professional Appraisal Practice (USPAP).

Cushman & Wakefield of Massachusetts, LLC has an internal Quality Control Oversight Program. This Program mandates a "second read" of all appraisals. Assignments prepared and signed solely by designated members (MAIs) are read by another MAI who is not participating in the assignment. Assignments prepared, in whole or in part, by non-designated appraisers require MAI participation, Quality Control Oversight, and signature.

This appraisal employs the Sales Comparison Approach to establish the land value for each component. Based on our analysis and knowledge of the subject property type and relevant investor profiles, it is our opinion that these approaches would be considered applicable and/or necessary for market participants. We note that we employed the Cost Approach to account for the contributory value of the fire station to the subject property. The absence of the Income Capitalization Approach does not diminish the reliability of the analysis.

Report Option Description

USPAP identifies two written report options: Appraisal Report and Restricted Appraisal Report. This document is prepared as an Appraisal Report in accordance with USPAP guidelines. The terms “describe,” “summarize,” and “state” connote different levels of detail, with “describe” as the most comprehensive approach and “state” as the least detailed. As such, the following provides specific descriptions about the level of detail and explanation included within the report:

- Describes the real estate and/or personal property that is the subject of the appraisal, including physical, economic, and other characteristics that are relevant
- States the type and definition of value and its source
- Describes the Scope of Work used to develop the appraisal
- Describes the information analyzed, the appraisal methods used, and the reasoning supporting the analyses and opinions; explains the exclusion of any valuation approaches
- States the use of the property as of the valuation date
- Describes the rationale for the Highest and Best Use opinion

Identification of Property

Common Property Name:	Memorial Block
Address:	145 South Union Street, Burlington, Chittenden County, VT 05401
Location:	The subject property is comprised of the block bound by Main Street, South Winooski Street, College Street and South Union Street, excluding the portion of the site improved with the College Street Congregational Church and the Fletcher Library.
Assessor's Parcel ID:	049-3-099-000, 049-3-100-000, 049-3-101-000, 049-3-102-000 and a portions of 049-3-187-000 and 049-3-188-000
Legal Description:	The metes and bounds associated with the subject property have not been determined. We have estimated the extent of the subject property assuming a lot line running perpendicular from South Winooski Avenue the length of the block from the north side of the Fire House east to South Union Street. Changes to the land area associated with this appraisal could change the results of this appraisal.

Property Ownership and Recent History

Current Ownership:	City of Burlington / Mid-Town Associates Inc.
Sale History:	To the best of our knowledge, the property has not sold or transferred within the three years of the effective date of the appraisal.
Current Disposition:	230, 234 and 236 Main Street are under option to Memorial Block, LLC or a related entity from Mid-Town Associates Inc. for an undisclosed amount.

Dates of Inspection and Valuation

Effective Date(s) of Valuation:

As Is: January 1, 2026

Date of Report: March 16, 2025

Date of Inspection: September 25, 2024

Property Inspected by: Brian C. Harris, MAI did make a personal inspection of the subject property.

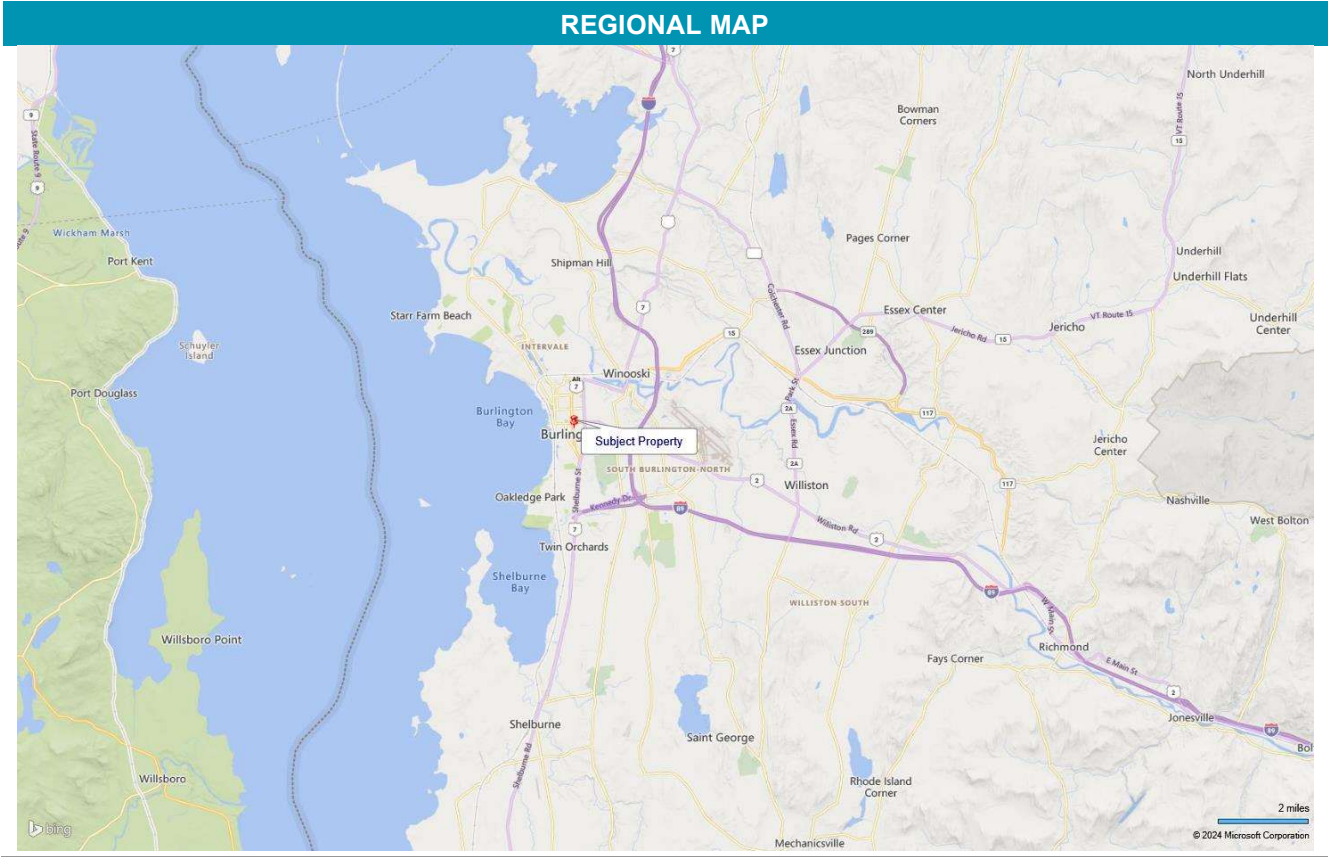
Client, Intended Use and Users of the Appraisal

Client: Memorial Block, LLC

Intended Use: This appraisal is intended to provide an opinion of the Market Value of the Fee Simple interest in the property to assist with establishing the consideration related to the transfer of parcels for potential redevelopment. This report is not intended for any other use.

Intended User: This appraisal report was prepared for the use by EF Farrell, Larkin Realty, The City of Burlington and Memorial Block, LLC. Use of this report by others is not intended by the appraiser.

Regional Analysis



Burlington CBSA Regional Market Analysis

Introduction

The Burlington-South Burlington, Vermont Core-Based Statistical Area (CBSA) spans the northwest corner of the State of Vermont, bordering the State of New York to the west and Canada to the north. With a geographical area of roughly 1,507 square miles, the Burlington CBSA is comprised of three counties: Chittenden, Franklin, and Grand Isle. The City of Burlington, the largest city in Vermont and county seat of Chittenden County, is located 45 miles south of the Canada-United States border. Anchored by the cities of Burlington and South Burlington, the region contains four of the nine largest cities in the State of Vermont, and consists of 225,565 residents, according to Experian Marketing Solutions, Inc. 2022 estimates. The City of Burlington is the largest in the state with a population of 44,459 residents and is considered the cultural and historical center of the region.

Map

The following map highlights the location of the Burlington CBSA within the State of Vermont:



Macro Trends

The economy continues to recover and evolve from the impacts of the pandemic and the economic crisis that followed. Right now, inflation remains elevated and the Federal Reserve's interest rate hikes are further compounding market volatility. With this, it is important to take in mind that data lags, and industry participants are still trying to accurately determine some of the effects these events will have, or have had, on the commercial real

estate market. In other sections of the report, we will discuss these effects and impacts on the immediate market and subject property in as much detail as possible. For this market analysis section of the report, we ask that you keep in mind that some macro trends may not affect the subject property directly.

Current Trends

The Burlington CBSA continues to experience a relatively healthy recovery from the adverse effects of the COVID-19 economic downturn and now exceeds pre-pandemic levels of non-farm employment by roughly 5,000 jobs through late September 2024. Home to a dense network of educational and medical facilities as well as above-average demographics compared to the nation, the CBSA's private sector growth supports non-farm payroll stability through its core employment sectors of education & health services, government, and trade, transportation & utilities. Through future years, population growth is projected to remain flat, but several developments are ongoing that are likely to continue to draw investment for future years while additional affordable housing is being delivered to steadily add to the housing supply in the region.

Further considerations for the Burlington CBSA are as follows:

- Based on data from Rockethomes, the median sale price of a single-family home in Chittenden County through August 2024 totaled \$510,000 and decreased 2.4% since August 2023. The continual shortage in the inventory of homes has persisted through early Fall 2024 as overall costs of construction continue to remain elevated partially driven by labor shortages in the construction sector and supply side economic pressure in the national housing market. Higher mortgage rates as a result of elevated inflation exacerbated the issue for homebuyers with the Bureau of Labor Statistics recently revealing that the annual inflation rate was 2.5% for the 12 months ending in August 2024. The Federal Reserve dropped interest rates by 50 basis points in mid-September 2024.
- A groundbreaking was held in mid-March 2023 at the University of Vermont (UVM) for a housing project dubbed "Catamount Run" in South Burlington's City Center that is anticipated to add over 550 beds to UVM's current housing stock. Phase I completed in mid-2024 and consisted of the construction of roughly half of the units and the rest of the units are projected to be ready for students by late 2025. No estimation on the cost of construction was available through late September 2024.
- In December 2022, the University of Vermont Health Network (UVM Health Network) broke ground on a 120-unit apartment building for its employees that includes a childcare facility and a 75-child capacity which officially delivered in late June 2024. The project serves as a way for UVM Health Network to incentivize the recruitment and retention of permanent employees at its facilities, after heavy reliance on temporary healthcare workers throughout the pandemic lead to employee turnover. UVM Health Network also delivered another 61 units at 303 Market Street in late 2023 that houses some of its permanent employees.
- The former 99-room hotel in Williston was converted into an affordable housing building known as Zephyr Place by Champlain Housing Trust in December 2022. Construction began in May 2022 and now consists of 72 affordable apartments. The project was funded through American Rescue Plan Act funds and was estimated to cost \$19 million.
- Grand Isle County saw the completion of the first affordable housing project in 17 years with the November 2022 delivery of Bayview Crossing. The two-story building offers 30 units available to seniors as well as office space to house a local non-profit, Champlain Islanders Developing Essential Resources. Amenities include an EV charging station, an elevator, a gym, laundry facilities, and a Support and Services at Home coordinator on-site for any residents' health needs.

- Burlington's mixed-use apartment and retail project, CityPlace Burlington, officially had its groundbreaking in mid-November 2022. The \$200 million, 700,000 square foot, 10-story, two building project is now expected to include a mix of residential units, retail, parking and hotel rooms. Phase II will include demolishing the former L.L. Bean store to reconnect Pine Street and St. Paul Street, as L.L. Bean relocated to Williston in Chittenden County. Phase III will require the demolition of the former Macy's building on Cherry Street that Burlington High School (BHS) has utilized as a school after toxic chemicals caused them to relocate. In November 2021, BHS received approval from the school board for a new school location at 52 Institute Road, which has already received \$10 million in emergency relief funding and is projected to receive additional funding in late 2022. The first building in the CityPlace Burlington project – dubbed the South Building – is located on Bank Street and is now expected to deliver in February 2025, while the second building – dubbed the North Building – is located on Cherry Street and is now projected to deliver in 2026.
- GlobalFoundries' (GF) Essex Junction Lab reached an agreement with utility company Green Mountain Power in April 2021 that would allow the chip manufacturer to buy its energy directly from the grid to reduce costs. In late October 2022, the State of Vermont's Public Utilities Commission (PUC) granted a Certificate of Public Good for the formation of GF Power LLC, allowing GF to operate as their own utility, due to GF consuming more electricity than the entire City of Burlington. GF employees nearly 2,700 workers at the site, which produces over 600,000 silicon wafers, or semiconductors, per year.
- Construction was officially completed on UVM Health Network's Firestone Medical Research Building in late October 2022. The \$45 million project added 62,000 square feet to the Larner College of Medicine and aims to advance research in the fields of cardiovascular and brain health. The original groundbreaking occurred in September 2021, with construction lasting just a year.

Demographic Characteristics

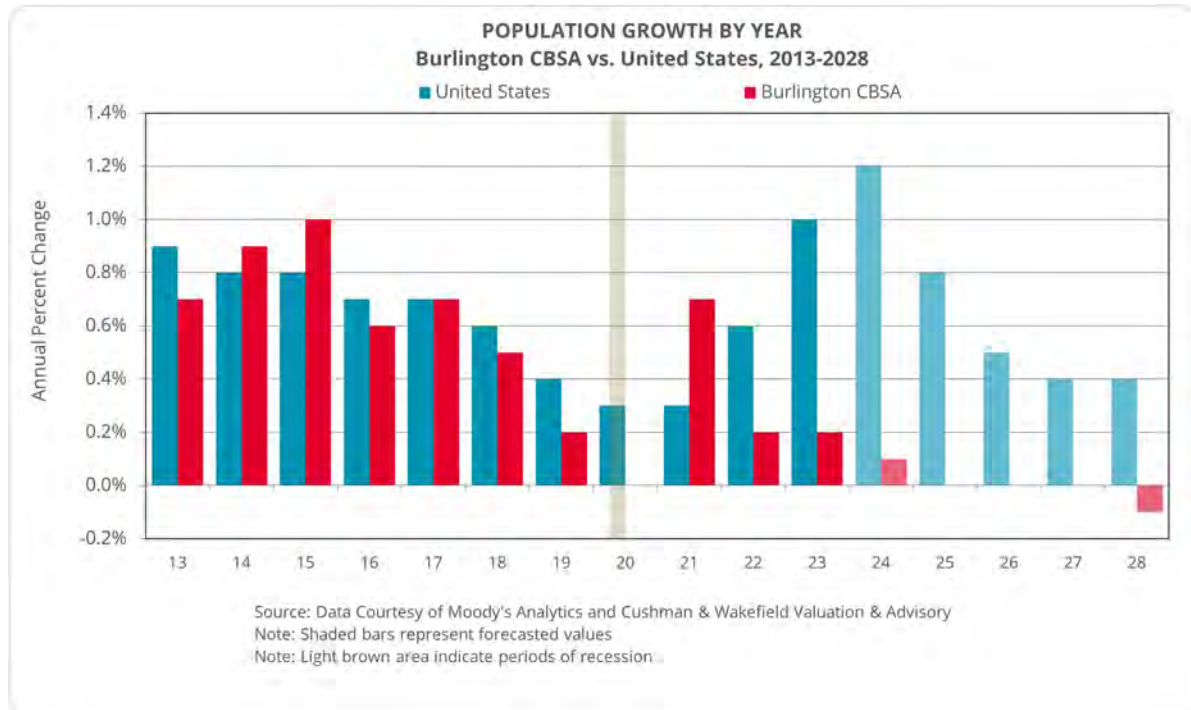
The following chart compares the demographic characteristics of Burlington CBSA with those of the United States:

Demographic Characteristics Burlington CBSA vs. United States 2022 Estimates		
Characteristic	Burlington CBSA	United States
Median Age (years)	38	39
Average Annual Household Income	\$98,610	\$96,357
Median Annual Household Income	\$74,258	\$66,422
Households by Annual Income Level:		
<\$25,000	15.3%	18.2%
\$25,000 to \$49,999	17.9%	20.0%
\$50,000 to \$74,999	17.4%	17.4%
\$75,000 to \$99,999	15.2%	13.3%
\$100,000 plus	34.3%	31.1%
Education Breakdown:		
< High School	7.1%	12.1%
High School Graduate	24.1%	27.1%
College < Bachelor Degree	25.1%	28.8%
Bachelor Degree	26.1%	19.7%
Advanced Degree	17.7%	12.2%
Source: © 2022 Experian Marketing Solutions, Inc. •All rights reserved• Cushman & Wakefield Valuation & Advisory		

Population

The Burlington CBSA regional population growth has trailed national population growth, averaging 0.5% annually from 2013 through 2023. During the same time period, Burlington CBSA's population growth has trailed national population expansion by an average of 10 basis points and is forecast to decrease to an average annual growth rate of 0% through 2028.

The following chart compares population growth between Burlington CBSA and the United States:



The following table shows Burlington CBSA's annualized population growth:

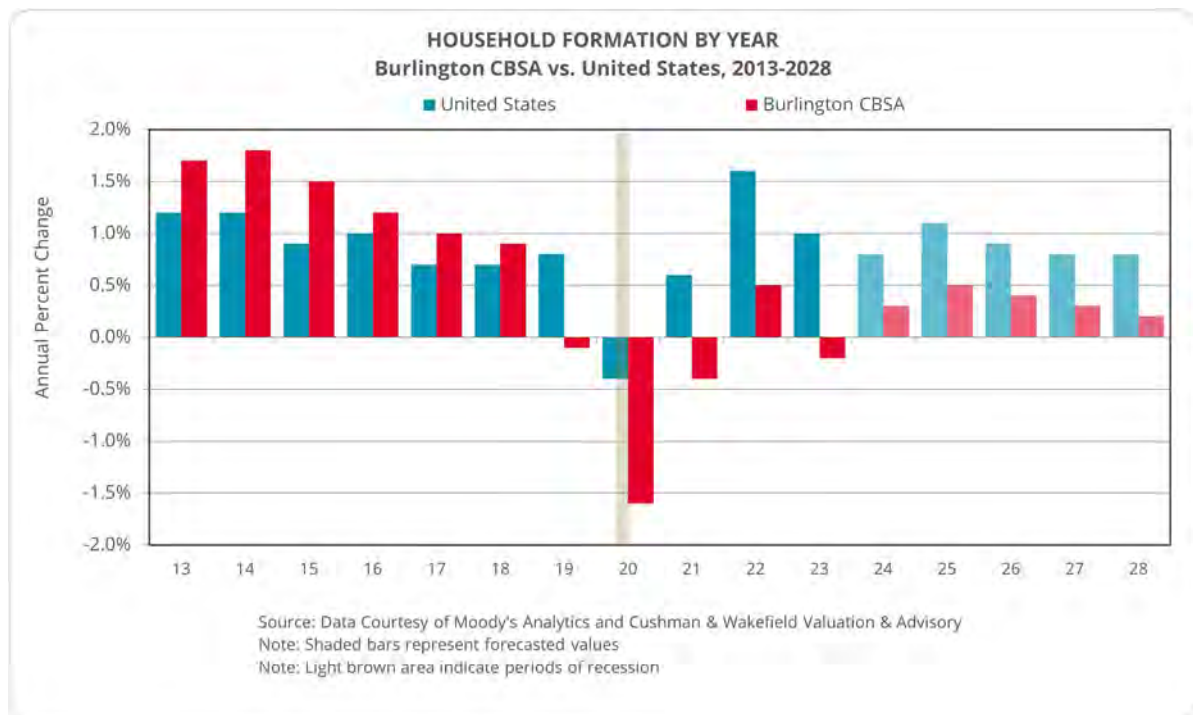
Annualized Population Growth Burlington CBSA 2013-2028						
Population (000's)					Compound Annual Growth Rate	Compound Annual Growth Rate
	2013	2023	Forecast 2024	Forecast 2028	13-23	24-28
United States	317,418.5	338,081.3	342,050.6	349,346.5	0.6%	0.5%
Burlington CBSA	216.9	227.9	228.1	228.0	0.5%	0.0%
Chittenden County, VT	161.3	169.5	169.6	169.0	0.5%	-0.1%
Franklin County, VT	48.7	51.0	51.1	51.3	0.5%	0.1%
Grand Isle County, VT	7.0	7.5	7.5	7.7	0.7%	0.7%

Source: Data Courtesy of Moody's Analytics, Cushman & Wakefield Valuation & Advisory

Households

Generally, a region's household formation trends are directly tied to its overall population growth, as an increase in the population drives demand for real estate. From 2013 through 2023, the Burlington CBSA regional household formation growth rate has trailed national expansion, averaging 0.5% annually. In the same ten-year period, Burlington CBSA's household formation growth has trailed national growth by an average of 30 basis points and is forecast to decrease to an average annual growth rate of 0.3% through 2028.

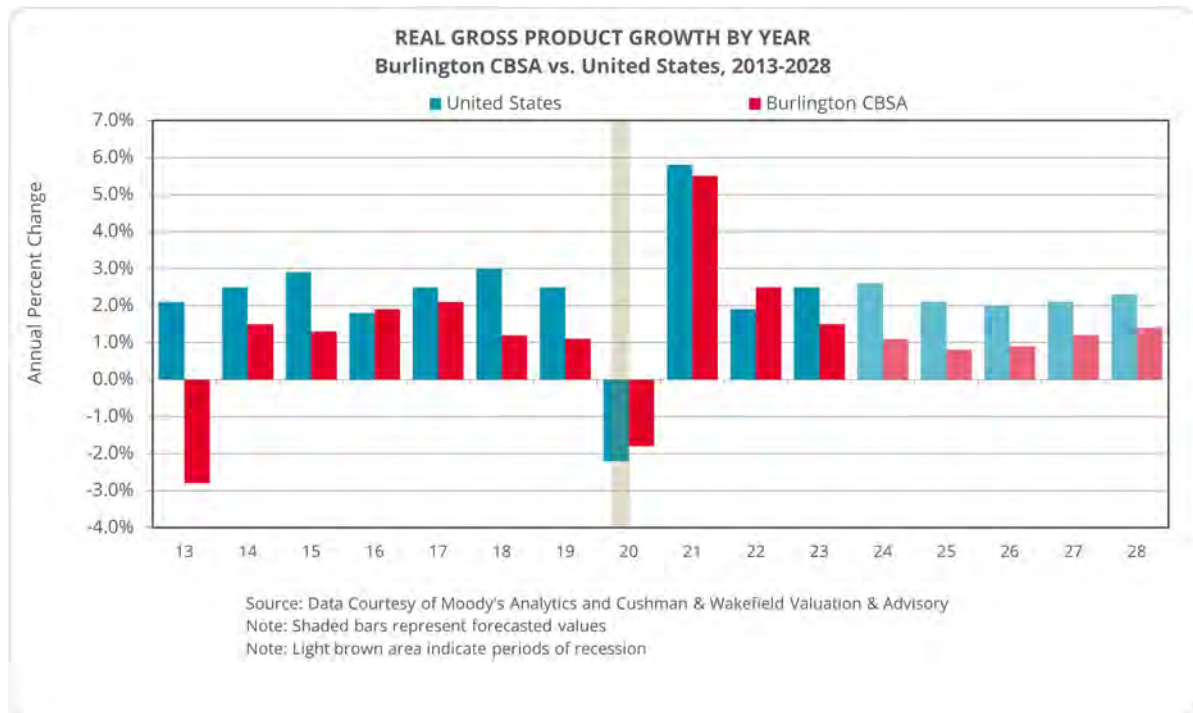
The chart below compares household formation growth between Burlington CBSA and the United States:



Gross Metro Product

Gross Metro Product (GMP) is defined as the market value of all final goods and services produced within a metropolitan area, and when compared to the nation's Gross Domestic Product (GDP), can determine shifting economic trends in a given region. Economic growth in Burlington CBSA has trailed national economic expansion over the decade, averaging 1.7% annually from 2013 through 2023. Over the decade, Burlington CBSA GMP has trailed national expansion by an average of 60 basis points and is forecast to decrease to an average annual growth rate of 1.1% through 2028.

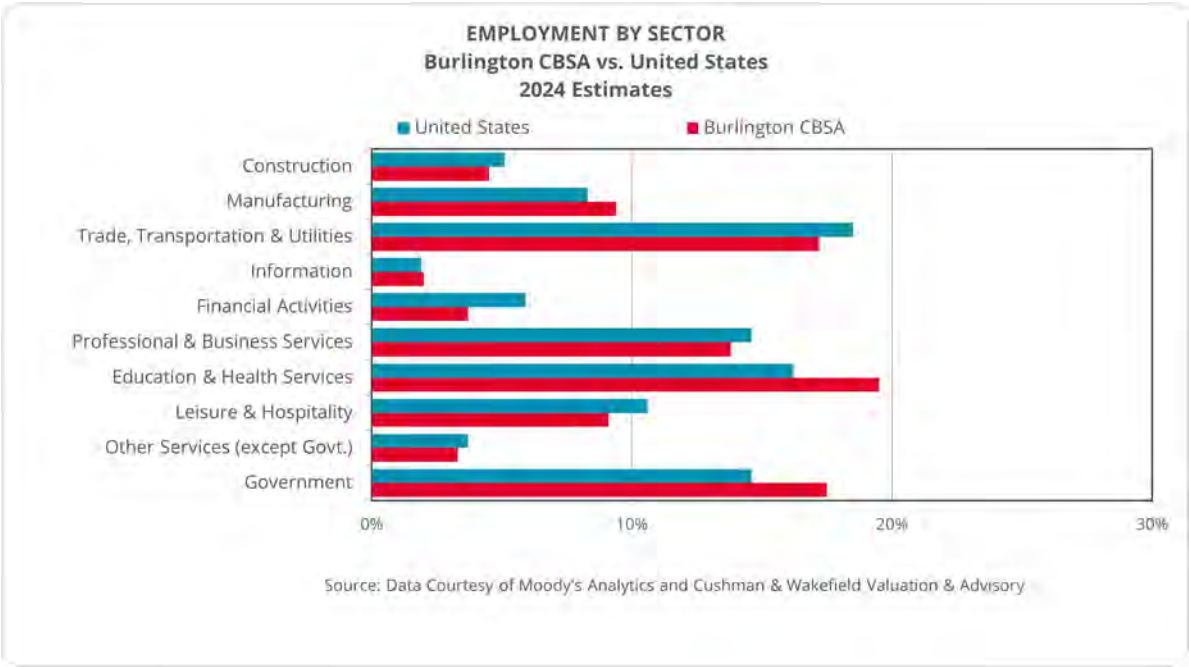
The chart below compares gross product growth by year for Burlington CBSA and the United States:



Employment Distribution

The Education & Health Services sector dominates Burlington CBSA as the largest employment sector with roughly 19.5% of the regional workforce, compared to 16.2% on the national level. Burlington CBSA offers a diverse mix of industry employment with the Government and Trade, Transportation & Utilities sectors accounting for 17.5% and 17.2% of total employment, respectively. Together, these three industries comprise 54.2% of the region's share of employment.

The following chart compares non-farm employment sectors for Burlington CBSA and the United States:



Major Employers

The following table lists Burlington CBSA's largest employers:

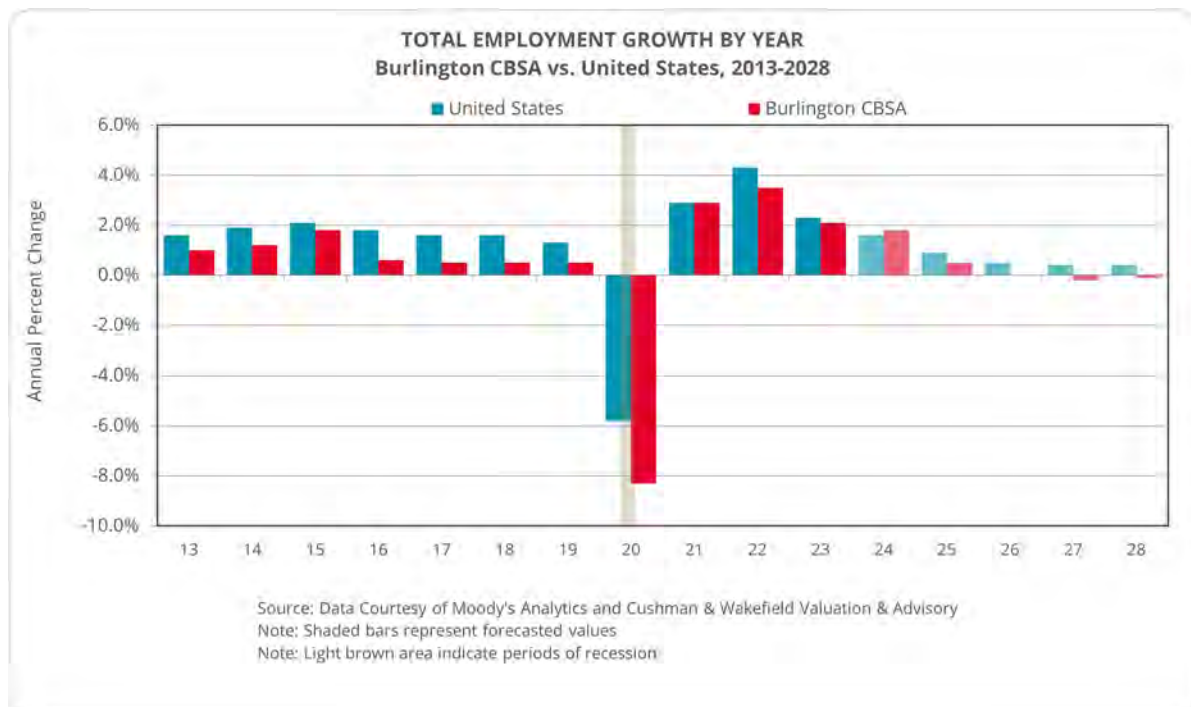
Major Employers Burlington CBSA		
Company	No. of Employees	Business Type
UVM Health Network	4,000	Healthcare
GlobalFoundries U.S. 2 LLC	2,700	Manufacturing
Idx Systems Cprporation	2,409	Computer Programming
M V M, Inc.	1,689	Security Services
ServiceMaster Brands, LLC	731	Machinery Maintenance
Allied Express, Ltd.	654	Trucking
Management Insurance Company	531	Insurance
596 Sheldon Road Operations, LLC	485	Healthcare
Saint Michael's College, Inc.	460	Education
Pecan RE, Inc.	438	Advertising

Source: Dun & Bradstreet, Inc., and Cushman & Wakefield Valuation & Advisory

Employment Growth

From 2013 through 2023, the Burlington CBSA regional employment growth has trailed national expansion, averaging 0.5% annually. During the same time period, Burlington CBSA's employment growth has trailed national expansion by an average of 90 basis points and is forecast to decrease to an average annual growth rate of 0% through 2028. Over the decade, Burlington CBSA's employment grew at a lower rate compared to the nation due to weak performance from the following counties: Chittenden (0.4%) and Grand Isle (0.4%).

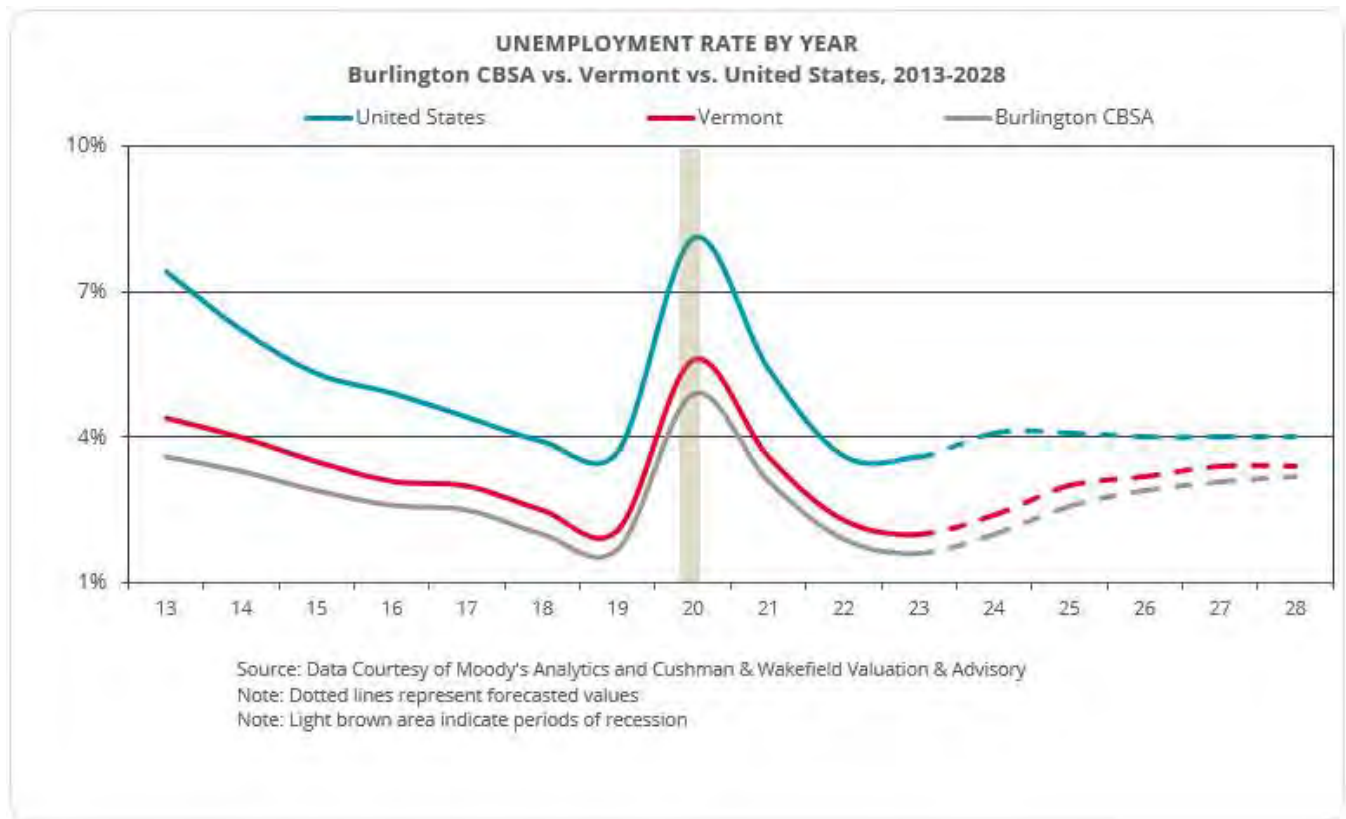
The following chart illustrates employment growth for Burlington CBSA and the United States:



Unemployment

From 2013 through 2023, the Burlington CBSA regional unemployment rate decreased at an average annual rate of 7.6%, compared to the nation's unemployment rate which decreased at an average annual rate of 6.8%. Burlington CBSA's unemployment rate is forecast to increase by an average annual rate of 13.4% between 2024 and 2028. The following counties contributed to the decrease in Burlington CBSA's unemployment rate over the decade: Franklin (-7.8%).

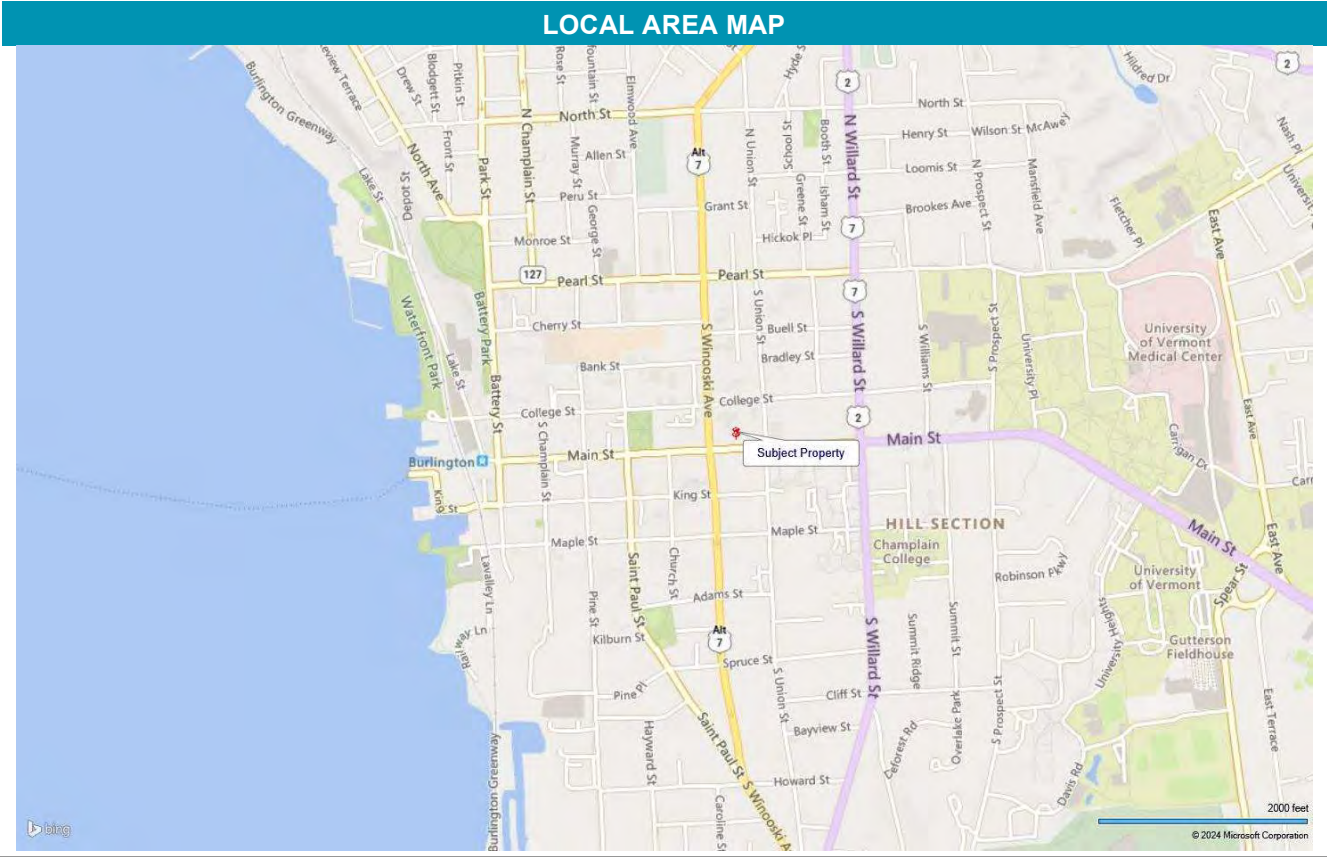
The graph below illustrates unemployment rates for Burlington CBSA, the State of Vermont, and the United States:



Conclusion

The Burlington CBSA will maintain reliance on its core employment sectors of education & health services, government, and trade, transportation & utilities as it continues to experience a relatively healthy recovery from the adverse effects of recent market uncertainty in an elevated interest rate environment through late September 2024. Future growth is backed by recent healthcare developments such as the completion of UVM Health Network's Firestone Research Center construction on UVM Health Network's employee apartment building and childcare center, as well as the semiconductor manufacturing work being completed at GF's Essex Junction site. Additionally, UVM held a groundbreaking in mid-March 2023 for another 550 student housing units that are all expected to be delivered by Fall 2025.

Local Area Analysis



Location Overview

The properties are located in Chittenden County, within the City of Burlington. The City of Burlington is bound by Colchester and Winooski to the north, South Burlington to the east and south and Lake Champlain to the west. Burlington is the most populous City of the state of Vermont and is home to the University of Vermont as well as Champlain College. The City of Burlington has an estimated population of 44,743, which reflects 5.5 percent growth over the prior decade.

Access

Local area accessibility is considered average to good, relying on the following arteries:

- | | |
|-----------------|--|
| Interstate 89: | This four to six lane highway runs from the Canadian border from the north, through the greater Burlington market and central Vermont, to Lebanon, New Hampshire to the south. Alternatively, Interstate 89 can be reached via Interstate 189. |
| Interstate 189: | This highway connector allows connections from I-89 to Route 7. |
| Routes 2 and 7: | These roadways are the primary collector routes through the City of Burlington. Route 7 is a north/south route connecting Burlington to communities to the south. Route 2 is an east/west route connecting Burlington the communities to the east. |

The subject's neighborhood is accessed by a series of primary and secondary roadways, as well as alternative transportation. Local bus service is available and serves most local destinations. Furthermore, Burlington International Airport is located approximately 3.2 miles east of the subject property and provides several daily commercial flights from a variety of airlines. Amtrak train service out of Burlington is also available providing access to several east coast destinations. Lastly, there is ferry service out of Burlington that crosses Lake Champlain to Upstate New York.

Local Area Characteristics

The subject's immediate downtown location contains dense commercial development in the form of office, hospitality, municipal buildings, parking garages, retail, residential, institutional uses, and public parks. Downtown Burlington has a moderate size commercial office market, regional hospital, four hotels, a thriving retail node, lake with scenic views and recreational opportunities, and three colleges. Thus, the subject's immediate area is considered an employment destination and a good location for a hotel.

This property is located at the edge of downtown in an area that is often considered the Gateway to downtown. Church Street Marketplace is located one block to the west of the subject property. The Chittenden Superior Court is located southwest of the subject property. Density decreases as you head east away from the subject property. The property is walking distance to most of the major employment, education and retail destinations downtown.

Adverse Influences

Main Street is actively being rebuilt which is slated to go on until 2026. The work is located further to the west of the subject property, but it has impacted traffic circulation and business owners have indicated that it has negatively impacted their businesses.

Land Use Changes

The former YMCA building to the north is proposed for multi-family apartments after a prior proposal for a hotel was put on hold. The Champlain Housing Trust and Evernorth is redeveloping the Howard Plant VFW Post 782, one block to the south, into 38 affordable housing units.

The Free Press Building located immediately to the west of the subject property was purchased in 2020 for \$1,900,000. The building is vacant and being offered for lease. No redevelopment plans are known at this time.

Main Street is currently actively being reconstructed that includes utility work. The revitalization project is scheduled to be finished in 2026.

CityPlace Mixed-Use Development

CityPlace is a mixed-use project situated downtown. Current CityPlace plans call for several high-rise towers, housing a mix of upscale apartments, ground-level retail and restaurants, and a one or two hotels. The project will also create a number of parks, green spaces, communal gathering spots, and other eco-friendly features.

Phase I of the mixed-use development broke ground in late 2022. Phase I will see the construction of the eleven-story South Building, which will host ground-floor and upper-floor retail and 58 units of new housing, and the proposed 161-room hotel. Phase I also includes St. Paul and Pine streets being reconnected. Doing so will promote foot traffic and accessibility of CityPlace. Phase II will likely continue to be a mix of multi-family and lodging. The multi-family is scheduled to be a mix of market and student apartments. The hotel portion would contain 160 guestrooms. The developer is considering a number of franchise options for the hotel component.

Conclusion

The subject property is located in downtown location within walking distance of all the major downtown destinations. The subject property is located in a gateway location with good visibility as you enter the downtown area from the east.

Demographic Profile

Understanding the demographics of a region helps to ascertain the underlying fundamentals of real estate supply and demand. The foundation of our analysis in the delineation of the subject's profile area may be summarized as follows:

- Highway accessibility, including area traffic patterns, and geographical constraints;
- The position and nature of the area's residential structure, including its neighborhood location; and
- The project and unit amenity composition of the subject property as compared to its competition

Given all of the above, we believe that a primary market for the subject property would likely span an area encompassing about three miles. The subject's secondary market might span up to five miles from the site given its regional accessibility and location of competitive properties.

Based on these observations, we analyzed a primary demographic profile for the subject based upon a radius of approximately three miles from the property. To add perspective to this analysis, we segregated our survey into one, three, and five mile concentric circles with a comparison to the CBSA, state, and the United States. The report on the following page presents this data. It should be noted that this is the demographic profile of the local area and the prospective buyers may or may not be a part of it. A high-end development such as this would market outside of the local market.

Population

Having established the subject's local area, our analysis focuses on the local area's population. Experian Marketing Solutions, Inc., provides historical, current and forecasted population estimates for the total area. Patterns of development density and migration are reflected in the current levels of population estimates.

Between 2010 and 2023, Experian Marketing Solutions, Inc., reports that the population within the local area (3.0-mile radius) increased at a compound annual rate of 0.74 percent. This is characteristic of suburban areas in this market. This trend is expected to continue into the near future albeit at a slightly slower pace. Expanding to a larger area (5.0-mile radius), population is expected to increase 0.71 percent per annum over the next five years.

The graphic on the following page illustrates projected population growth within the local area over the next five years (2023 - 2028). The local area is clearly characterized by various levels of growth.

DEMOGRAPHIC SUMMARY						
	1.0-Mile Radius	3.0-Mile Radius	5.0-Mile Radius	Burlington CBSA	State of Vermont	United States
POPULATION STATISTICS						
2010	25,530	57,930	87,093	211,271	625,740	308,743,293
2023	28,025	63,725	96,302	234,094	657,175	333,382,130
2028	28,968	65,844	99,792	240,651	669,426	344,485,885
<u>Compound Annual Change</u>						
2010 - 2023	0.72%	0.74%	0.78%	0.79%	0.38%	0.59%
2023 - 2028	0.66%	0.66%	0.71%	0.55%	0.37%	0.66%
HOUSEHOLD STATISTICS						
2010	9,140	22,914	34,697	83,245	256,442	116,715,242
2023	10,219	26,146	39,531	94,053	275,553	129,613,080
2028	10,740	27,273	41,244	97,162	281,965	134,356,413
<u>Compound Annual Change</u>						
2010 - 2023	0.86%	1.02%	1.01%	0.94%	0.55%	0.81%
2023 - 2028	1.00%	0.85%	0.85%	0.65%	0.46%	0.72%
AVERAGE HOUSEHOLD INCOME						
2010	\$48,732	\$60,774	\$68,342	\$75,113	\$67,028	\$73,387
2023	\$72,412	\$86,759	\$97,788	\$106,344	\$91,133	\$100,106
2028	\$86,713	\$101,957	\$114,045	\$122,140	\$104,889	\$115,083
<u>Compound Annual Change</u>						
2010 - 2023	3.09%	2.78%	2.79%	2.71%	2.39%	2.42%
2023 - 2028	3.67%	3.28%	3.12%	2.81%	2.85%	2.83%
OCCUPANCY						
Owner Occupied	22.26%	39.12%	49.36%	65.85%	71.18%	64.27%
Renter Occupied	77.74%	60.88%	50.64%	34.15%	28.82%	35.73%

SOURCE: © 2022 Experian Marketing Solutions, Inc. •All rights reserved

Households

A household consists of a person or group of people occupying a single housing unit, and is not necessarily a family unit. When an individual purchases goods and services, these purchases are a reflection of the entire household's needs and decisions, making the household a critical unit to be considered when reviewing market data and forming conclusions about the local area as it impacts the subject property.

Figures provided by Experian Marketing Solutions, Inc., indicate that the number of households is increasing at a faster rate than the growth of the population. Several changes in the way households are being formed have caused this acceleration, specifically:

- The population is living longer on average. This results in an increase of single- and two-person households;
- Higher divorce rates have resulted in an increase in single-person households; and
- Many individuals have postponed marriage, also resulting in more single-person households.

According to Experian Marketing Solutions, Inc., the local area grew at a compound annual rate of 1.02 percent between 2010 and 2023. Consistent with national trends the local area is experiencing household changes at a rate that varies from population changes. That pace is expected to continue through 2028, and is estimated at 0.85 percent.

Correspondingly, a greater number of smaller households with fewer children generally indicates more disposable income. In 2010, there were 2.14 persons per household in the local area and by 2023, this number is estimated to have decreased to 2.11 persons. Through 2028, the average number of persons per household is forecasted to slightly decline to 2.10 persons.

Average Household Income

A significant statistic driving the success of a residential market is the income potential of the area's population. Income levels, either on a per capita, per family or household basis, indicate the economic level of the residents of the market area and form an important component of this total analysis.

Local area income figures for the subject support the profile of a middle income market. According to Experian Marketing Solutions, Inc., average household income within the local area in 2023 was approximately \$86,759, 81.58 percent of the CBSA average (\$106,344) and 95.20 percent of the state average (\$91,133).

Further analysis shows a relatively broad-based distribution of income. This information is summarized as follows:

DISTRIBUTION OF HOUSEHOLD INCOME						
Category	1.0-Mile Radius	3.0-Mile Radius	5.0-Mile Radius	Burlington CBSA	State of Vermont	United States
\$150,000 or more	11.89%	13.65%	16.21%	18.00%	13.28%	16.25%
\$125,000 to \$149,999	3.66%	5.19%	6.29%	7.04%	6.25%	6.50%
\$100,000 to \$124,999	4.89%	8.39%	10.06%	11.65%	10.37%	9.83%
\$75,000 to \$99,999	8.46%	12.24%	13.37%	14.91%	14.38%	13.25%
\$50,000 to \$74,999	12.27%	15.62%	15.67%	16.47%	17.90%	17.09%
\$35,000 to \$49,999	11.77%	11.20%	10.73%	10.25%	11.83%	11.37%
\$25,000 to \$34,999	11.45%	9.18%	7.92%	6.55%	8.52%	8.02%
\$15,000 to \$24,999	12.56%	9.15%	7.63%	6.20%	8.15%	7.92%
Under \$15,000	23.04%	15.39%	12.12%	8.93%	9.32%	9.77%

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Local Area Housing

Burlington is a well-established community within Chittenden County. While there are neighborhoods of older housing stock, there are a number of newer neighborhoods constructed in the past twenty years with a mix of attached and detached housing. The northern end of the community has several multi-family housing developments.

According to Experian Marketing Solutions, Inc., there are 27,445 housing units within a three-mile radius of the subject property. The median year built of the existing housing stock is 1975. The median home value within a three-mile radius of the subject property as of 2023 was \$353,369. There is a large proportion of owner-occupied housing, comprising about 39 percent of total occupied housing units within a three-mile radius of the subject. The following table reflects a housing summary including the total number of housing units, median housing value and median year built in the local area, as well as the Burlington region, State of Vermont and U.S. for comparative analysis.

HOUSING SUMMARY						
	1.0-Mile Radius	3.0-Mile Radius	5.0-Mile Radius	Burlington CBSA	State of Vermont	United States
HOUSING STATISTICS						
2023 Est. Total Housing Units	10,752	27,445	41,653	103,045	338,546	143,579,053
2023 Est. Median Housing Value	\$427,799	\$353,369	\$363,307	\$345,630	\$280,373	\$268,796
2023 Est. Median Year Built	1962	1975	1979	1984	1979	1984

SOURCE: © 2022 Experian Marketing Solutions, Inc. •All rights reserved

Conclusion

The subject has good accessibility via the regional Interstate network and local arterials that provide linkages throughout the area. Based on our analysis we concluded that the subject, when complete, will be well positioned within its market area and the prospect for net appreciation in real estate values is expected to be good.

National Apartment Market Analysis

Introduction

Overview

Overall, the economy was resilient in the third quarter of 2024. A strong job market fueled consumer spending and GDP increased at a 3.0% annual rate, according to the advance estimate released by the U.S. Bureau of Economic Analysis on October 30, 2024. While this remains below the 3.4% annual growth rate at the end of 2023, economists were largely unconcerned by the slip, which stemmed primarily from large swings in business inventories and international trade, components that regularly swing wildly from one quarter to the next. Most of the economic anxiety was centered around inflation which measured 2.4% for the 12 months ending September 2024 back to levels last seen in early 2021.

Early in the year, the economy's resilience, coupled with a downward trend in inflation, caused financial markets to respond eagerly. This allowed for some stability and momentum to form throughout the financial and treasury markets. In turn, this optimism spilled over into the CRE capital markets as risk spreads trended in. By the end of the first quarter, however, inflation had stalled. In fact, some more "bad" news in the macroeconomy might counteractively spell good news for inflation and monetary policy. While inflation showed signs of moderation, remaining at 2.4% for the 12 months ending September 2024, it continues to present challenges. To support economic momentum, the Federal Reserve enacted a 50-basis-point rate cut in September 2024, its first since 2020. The Fed plans to reduce interest rates further in the coming months, aiming to bolster the economy and job market.

According to the Census Bureau for Housing Data, more households were headed by renters in 2017—36.6%—than at any other point since 1965. This percentage shrank over the last five years, but rising house prices in 2020 forced many would-be buyers to remain in place, elevating the share of households headed by renters. House prices remain elevated at the midpoint of 2024, forcing additional individuals and families, especially young adults, into the apartment market. Additionally, as of October 2024, home builder confidence for new single-family homes grew to 43, up from 41 the previous month, according to the National Association of Homebuilders.

The biggest concern for the industry is supply, as completions have outpaced demand in three of the past five years and the industry is expected to see more supply over absorption through 2025 with modest gains expected in 2026, according to estimates from Reis, Inc. Despite this worry, favorable demographic trends and an improving employment picture continue to largely benefit the rental sector. Strong demand for the apartment market will maintain its recent gains for the near future and the apartment sector still remains the most heavily transacted sector in the U.S. Even still, apartment property prices are rising and outpacing all other property types, except for the industrial sector, in terms of price growth during the year.

National Apartment Market Statistics

Vacancy and Asking Rent

Strong absorption levels since 2010 resulted in a drop in overall vacancy rates, a trend that continued in the following years. At the end of second quarter 2024 (latest data available from REIS), the overall vacancy rate in the national apartment market came in at 5.8%, flat from first quarter 2024 but climbing 60 basis points from second quarter 2023. Occupancy levels caused developers to add large quantities of supply to the market over recent years. Through second quarter 2024, roughly 123,300 units were completed, surpassing the nearly 115,500 units that were completed through second 2023. Through the first half 2024, overall net absorption remained in positive territory and the absorption to completions ratio climbed in response, according to data from Reis, Inc. Moreover,

net absorption is projected to decelerate from the projected year-end absorption total of approximately 236,000 units. The five-year absorption average is estimated at 190,000 units absorbed per year through 2029. With the Federal Reserve's recent half-point rate cut in September, the outlook for home buying affordability may shift. While mortgage rates may not immediately reflect this cut in full, a gradual decrease in rates could make buying a home more affordable than previously projected. In the short term, renting could still remain the more economical choice, but potential homebuyers might see improved conditions as lenders adjust to the rate cut.

In second quarter 2024, the market's average asking rents, at \$1,840 per unit per month, remained relatively flat (decreasing 0.1%) in a year-over-year comparison behind strong demand as prospective homebuyers are priced out of the single-family housing market or prefer to wait until mortgage rates recover from higher interest rates. Going forward, Reis, Inc. anticipates that the apartments market's vacancy rate will increase slightly over the next five years, due to high levels of supply. Furthermore, Reis, Inc. projects that the average asking rent to rise to \$2,170 per unit in 2029, representing an increase of 17.9% from second quarter 2024.

The following graph displays historical and projected vacancy and asking rent between 2014 and 2029:



National Apartment Investment Sales Market

Overall Capitalization Rates

Both the PriceWaterhouse Coopers (PwC) Real Estate Investor Survey and the National Council of Real Estate Investment Fiduciaries (NCREIF) methodologies offer unique perspectives on capitalization rate trends. The PwC Real Estate Investor Survey calculates its data based on a personal survey of major institutional equity real estate market participants. In contrast, NCREIF looks at data from appraisals included in their benchmark property return index. The index contains quarterly performance data for unlevered investment-grade income-producing properties, which are owned by, or on behalf of, exempt institutions.

The PwC Real Estate Investor Survey and NCREIF data demonstrates how capitalization rates (OAR) soar during an economic downturn. The risk associated with apartment buildings in 2009 pushed the OAR to a peak of 8%, according to PwC. As of third quarter 2024, the PwC Investor Survey reported the average capitalization rate for apartment properties, at 5.38%, declining six basis points from the average cap rate recorded in the previous quarter and rising 10 basis points over the past year.

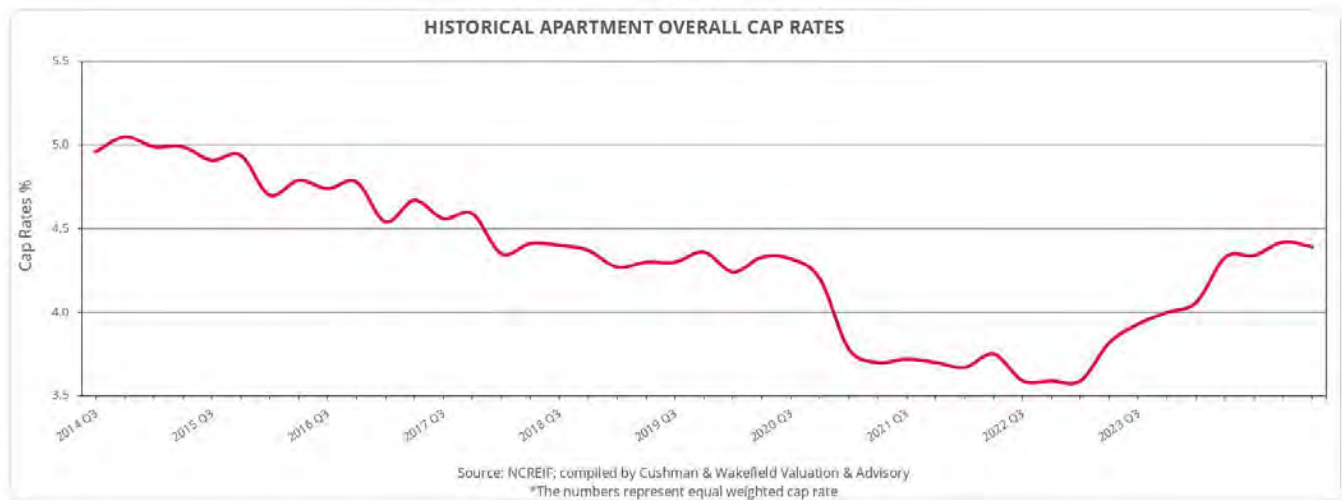
According to NCREIF, the overall capitalization rate, at 4.39% as of third quarter 2024, declined three basis points from the previous quarter and rose 80 basis points from the previous year. Despite displaying distinct rates, similar trends are usually evident in both the PwC Real Estate Investor Survey and NCREIF data. Even with the difference

in the quarterly data, both surveys suggest that capitalization rates are below what they were 10 years ago. This emphasizes investors' positive sentiment toward the apartment market.

The following graph reflects historical trends for national apartment market OARs, per PwC:



The following graph reflects national historical cap rate trends as reported by NCREIF:



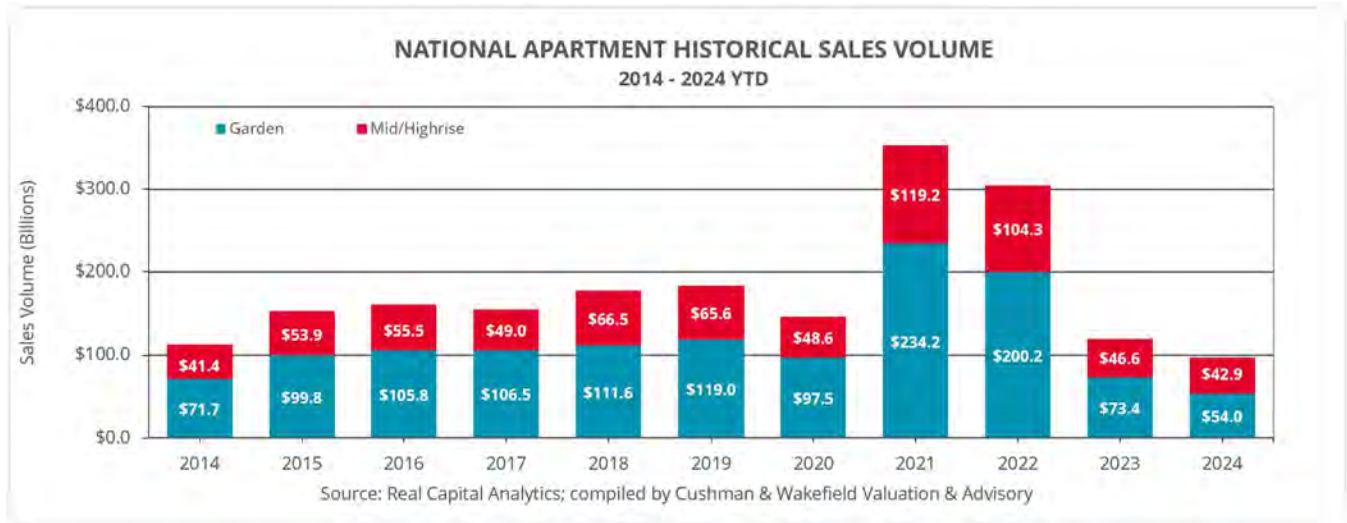
Sales Volume

Through year-end 2023, apartment volume significantly decreased by 60.9% in a year-over-year comparison as the apartment sector saw transaction volume totaled approximately \$119 billion, according to Real Capital Analytics. At the end of 2023, the non-major metros continue to outperform the major metros in transaction volume, with roughly \$84 billion in activity. Major metro transaction volume totaled approximately \$30.9 billion over the same frame.

Through third quarter 2024, sales volume in the apartment sector totaled approximately \$96.9 billion, rising by 4.8% in a year-over-year comparison. According to Real Capital Analytics, mid/high-rise transactions, at roughly \$42.3 billion, increased by 19% from third quarter 2023. However, garden-style apartment community's transactions are down by 4.2% from the previous year, totaling \$54 billion through the third quarter. Apartment transactions are

stronger in the non-major metro markets, totaling roughly \$66.2 billion in sales volume through third quarter 2024, while major metro markets totaled roughly \$30.7 billion in apartment transaction volume over the same period.

The following graph reflects national apartment historical annual sales volume for both garden and mid/high-rise properties over the past 10 years, as surveyed by RCA:

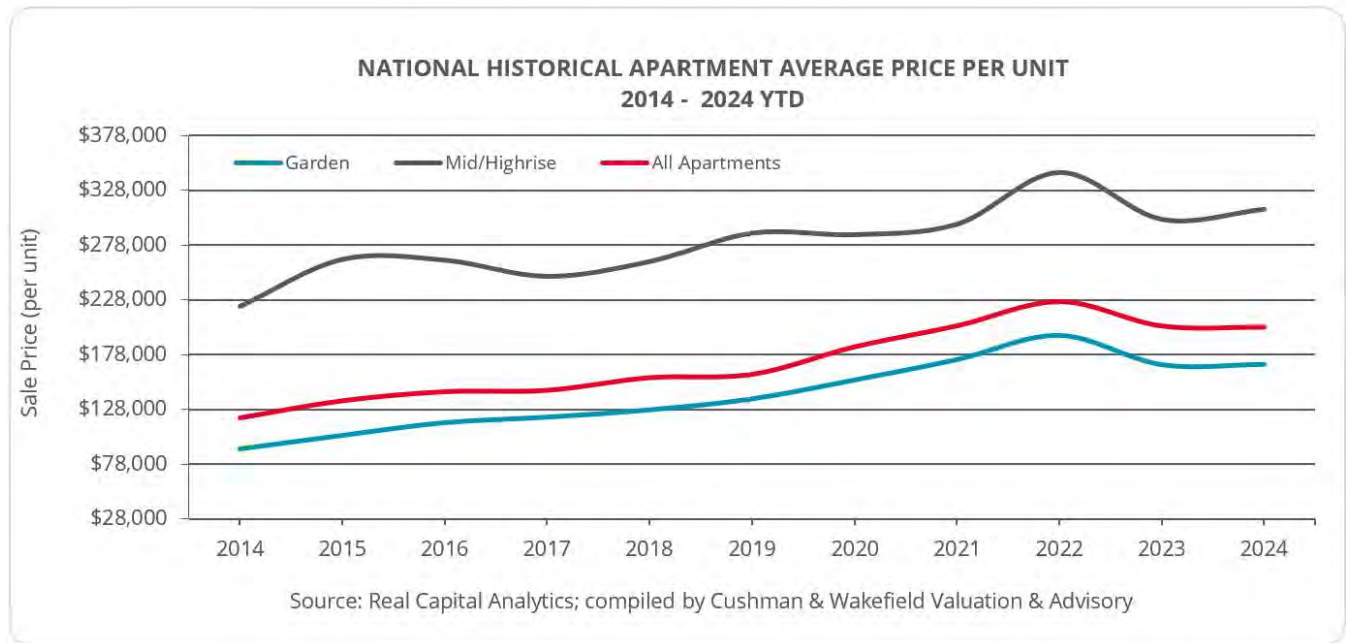


Average Sales Price per Unit

The average price per unit has steadily increased over the past few years. As the market recovered, the value of the average apartment appreciated; however, a portion of apartment units that were sold following the financial crash were distressed assets, limiting price growth. Over the last five years, there has been a decline in distressed assets that are available for purchase. This led to escalating prices alongside increasingly strong appreciation for mid- and high-rise properties in primary and secondary markets; however, appreciation has moderated, and per-unit prices have decline in response.

As of third quarter 2024, the price per unit for garden properties was \$181,301 and the mid/high-rise price per unit ended the quarter at \$293,799. During third quarter 2024, the average price per unit for all apartments, at \$198,260, has declined by 5.5% in a year-over-year comparison. The average price per unit in the six major metro markets sits at \$309,245 per unit while the non-major metro markets average price per unit comes in at \$195,161 per unit.

The following graph reflects the national apartment's weighted historical averages for price per unit as surveyed by RCA:



The Moody's/RCA Commercial Property Index

The Moody's/RCA Commercial Property Price Index (CPPI) is an advanced repeat-sale regression analytic used to measure price changes in U.S. commercial real estate. The analysis allows for a timely and accurate picture of U.S. commercial property price trends. The Index uses transaction data sourced from Real Capital Analytics (RCA) and a methodology developed by a team headed by MIT Professor David Geltner working in conjunction with Moody's and RCA.

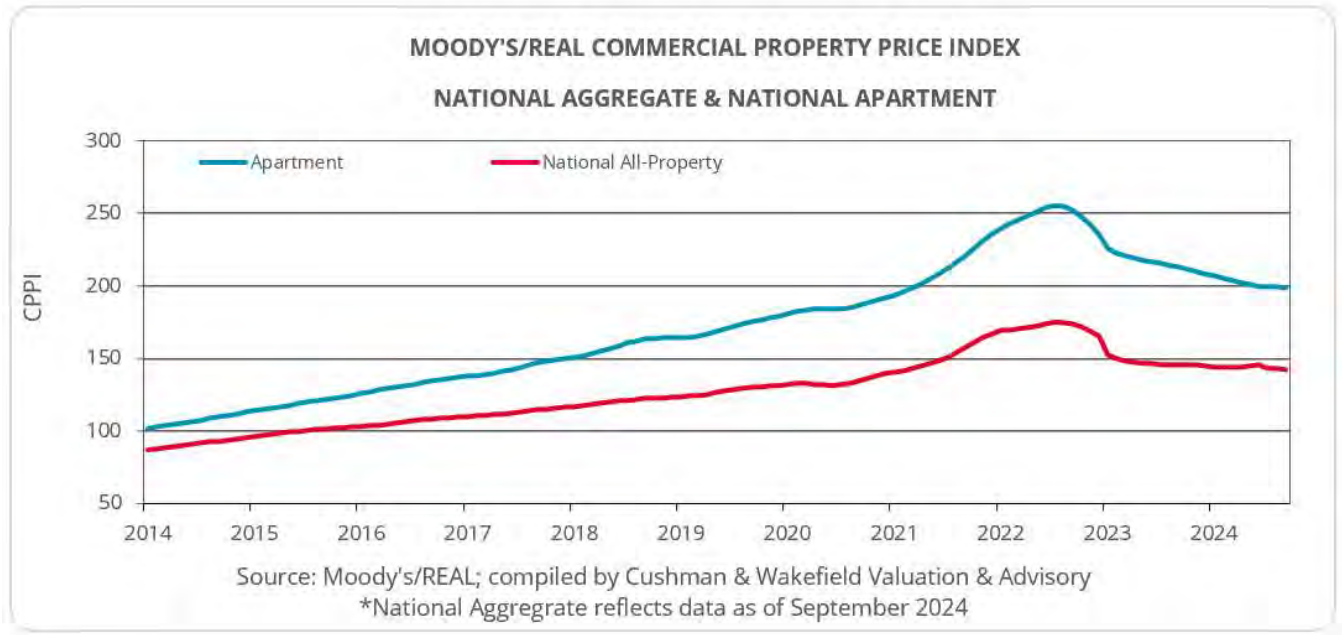
Several characteristics qualify property sales data for inclusion in the CPPI:

- The minimum value of a sale for inclusion is \$2.5 million.
- Each sale must be a valid arms-length transaction. Foreclosures and other non-market transactions are excluded.
- A minimum of 12 months between sales is necessary to control against "flips."
- Neither of the sales in a pair can represent a material change in property use or size.

A transaction is excluded if the annualized return is less than negative 50% or greater than 50%. This restricts the inclusion of erroneous reports, major rehab projects, and partial sales or otherwise flawed data.

The national index for all properties as of September 2024 was 142.4, a decline of 2.5% from September 2023. The apartment CPPI has dropped by 6.3% to 199 in a year-over-year comparison.

The following graph displays the Commercial Property Price Index from 2014 through third quarter 2024:



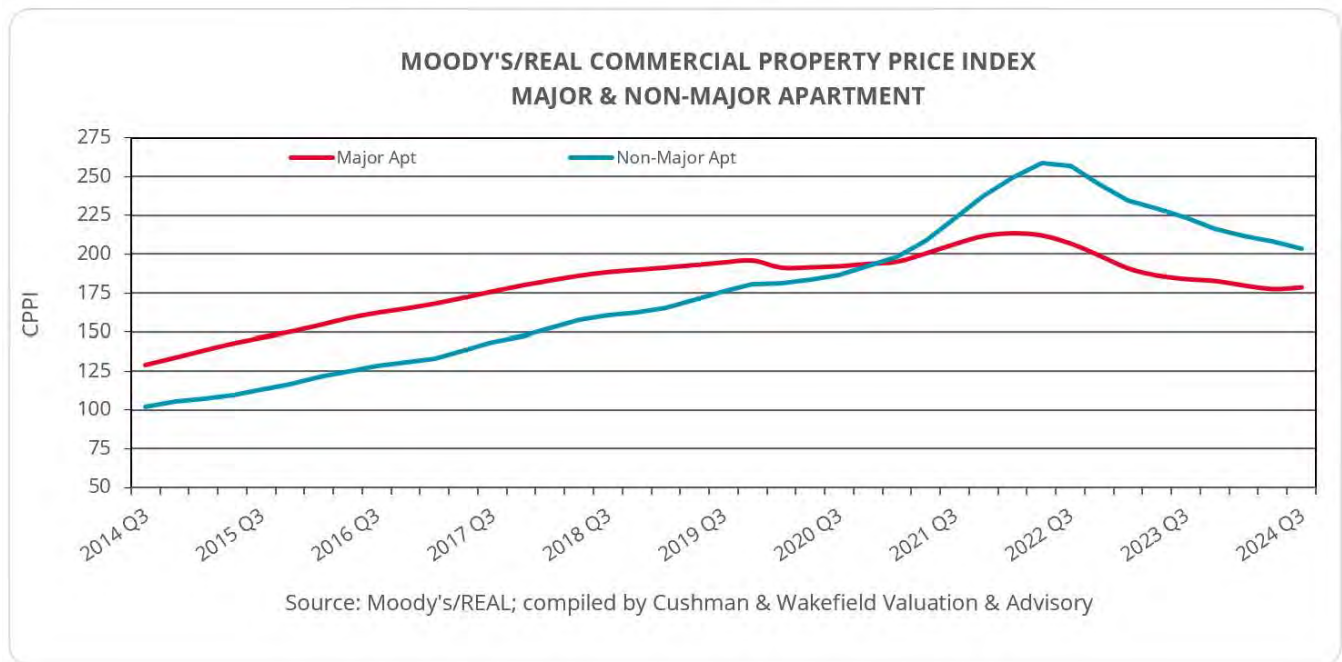
Major and Non-Major Apartment Property Index

Moody's major markets include the six metropolitan areas of Boston; Chicago; Los Angeles; New York; San Francisco; and Washington D.C., which are often referred to as gateway markets. These markets reflect significant differences in liquidity, when compared to other markets in the United States, as they attract capital from global investors and account for more than half of the U.S. total sales volume. Therefore, apartment properties located in one of the six major markets usually have a higher CPPI value than that of non-major markets.

The CPPI value for apartment properties in major markets reached its previous cyclical peak, at 112.5, in December of 2007, and only declined 19.5% to its trough of 90.6 in December 2009. Since then, the CPPI value for major market apartment buildings has not only recovered, but significantly surpassed the value lost during the economic recession. Through third quarter 2024, the CPPI value for apartment buildings in major markets reached 178.7 representing a 58.8% increase over its previous cyclical peak.

The CPPI value for non-major apartment complexes reached its previous cyclical peak of 103.2 in June 2007, only to decline 37.9% to a trough of 64.1 in early 2010. Naturally, price appreciation started slow in non-major markets as investors focused on the aforementioned gateway markets. However, apartment properties in non-major markets have surpassed their previous high value by 97.3%, with an index value at 203.6 as of third quarter 2024.

The following graph displays the Commercial Property Price Index for major and non-major markets between 2014 and third quarter 2024:



National Apartment Market Summary

Despite recent economic fluctuations, the national apartment market remains resilient. The Federal Reserve's recent rate cut in September 2024 has eased borrowing pressures slightly, though interest rates remain high relative to pre-pandemic levels. Rising demand for rental units persists, largely driven by elevated home prices and limited affordable housing options. Through third quarter 2024, transaction volume rose slightly, and construction activity has declined due to higher construction costs. Transaction volume is being challenged by elevated interest rates affecting investment decisions by buyers. Currently, the national apartment overall vacancy rate sits at 5.8% and rose 60 basis points from second quarter 2023.

Despite recent economic fluctuations, the national apartment market remains resilient. The Federal Reserve's recent rate cut in September 2024 has eased borrowing pressures slightly, though interest rates remain high relative to pre-pandemic levels. Rising demand for rental units persists, largely driven by elevated home prices and limited affordable housing options. As of third quarter 2024, there is oversupply of rental units in the United States, pushing rental rates higher, but demand remains high especially in the Sun Belt markets. Through the near term, the national apartment market will continue to be challenged by a lack of affordable housing options, but it is still more affordable to rent than own in many parts of the country. Additionally, the build-to-rent single-family home market is an emerging asset class in the United States that is expected to be attractive to renters given the ability to utilize more space and have more privacy than in a traditional apartment.

Following are notes regarding the outlook for the U.S. national apartment market:

- Construction levels pose localized risks in several markets that have ramped up development. The number of new developments breaking ground and coming to market will increase in the near term and likely surpass the rate at which units can be absorbed, particularly in metros with a high concentration of new, expensive infill product. The U.S. Census Bureau reported that apartment construction starts totaled approximately 315,000 units in September 2024, falling 4.5% from the previous year.

- The National Apartment Association projects that the U.S. will need an additional 4.3 million apartment units by 2025 in order to sustain demand given the lack of affordable units. The National Apartment Association conducted a study to estimate future demand for the apartment sector. The study found that the U.S. is facing a 600,000 apartment home shortage that stems from a lack of building. Additionally, recent data indicates that the shortage of affordable rental housing in the U.S. has intensified. According to the National Low Income Housing Coalition's 2024 report, there is a deficit of 7.3 million affordable and available rental homes for extremely low-income renters, with only 34 affordable units available for every 100 such households nationwide.
- Home ownership level concerns could increase if the millennial generation trend toward houses in the suburbs rather than walkable urban areas. It is worth noting that this generation grew up in the middle of the housing bust, which may have affected a general view of home ownership. The lack of inventory will continue rising home prices and cause more competition in the housing market. With elevated prices, the share of first-time buyers in 2022 was 26%, below the ten-year high of 39% in 2012. However, the number of first time homebuyers rose to 32% in 2023, according to the National Association of Realtors.
- Mortgage rates reached historic lows in 2020-2021 and it is worth noting that renters and homeowners took advantage of the low rates. At the beginning of 2021, the average rate for a 30-year fixed-rate mortgage was 2.7% but climbed through the end of the year. Moreover, the Federal Reserve on July 26, 2023, lifted interest rates by 0.25 percentage points, the tenth consecutive interest rate increase. However, recent rate cuts may slightly improve homebuying affordability, though elevated property prices keep renting a favorable option in many regions. If inflation continues to decline, additional rate cuts may offer further relief.
- Overall, the national apartment market remains healthy, underscored by steady absorption and stabilized rent growth. Oversupply could result in slower rent growth over the next five years; however, demand will continue, and rent is expected to increase 17.9% between the end of second quarter 2024 and 2029, according to Reis, Inc. Despite temporary supply challenges, the sector remains attractive for investors due to consistent demand and stabilizing returns.

Chittenden County Apartment Market Overview

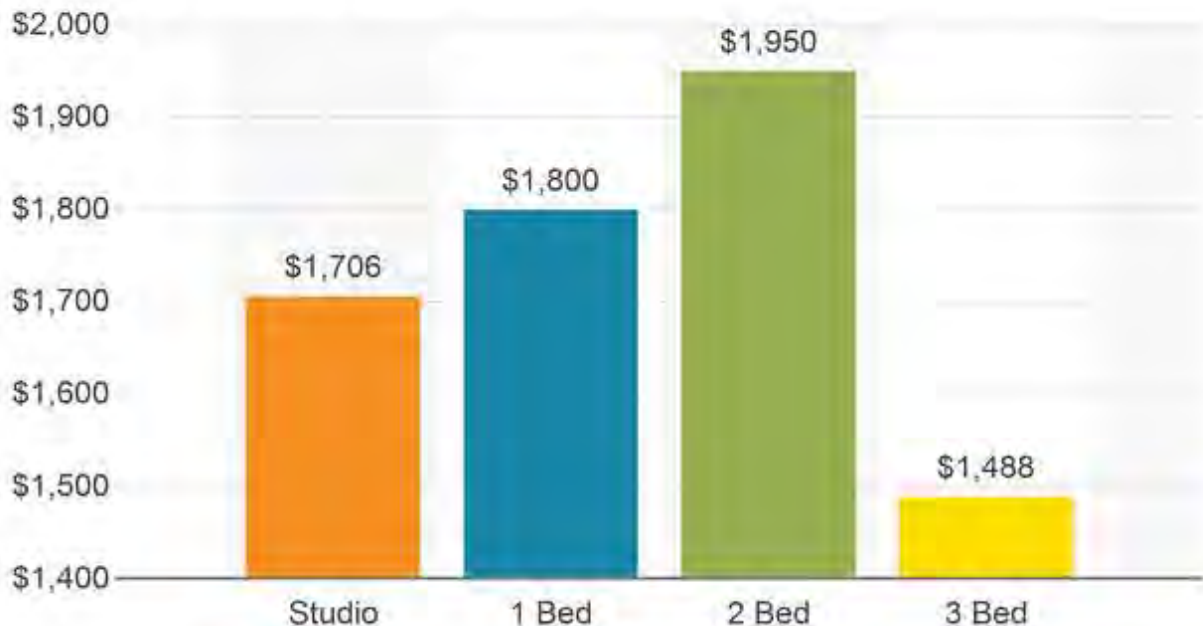
The following market indications are compiled by Costar based on indications for the Chittenden County Apartment Market. There are a total of 9,521 units surveyed with an indicated vacancy rate of 1.9 percent. The second table details average asking rents in the market. We note that the three-bedroom asking rent is below the indication for one and two bedrooms. This is likely due to the type of properties that have three-bedroom units. Most developers are not building new construction buildings with three-bedroom units, as such most of the three-bedroom apartment stock is in older buildings that would command lower rents on average. Finally, we present the overall rental growth trends for the market. Most categories of units show strong growth.

SUMMARY STATISTICS

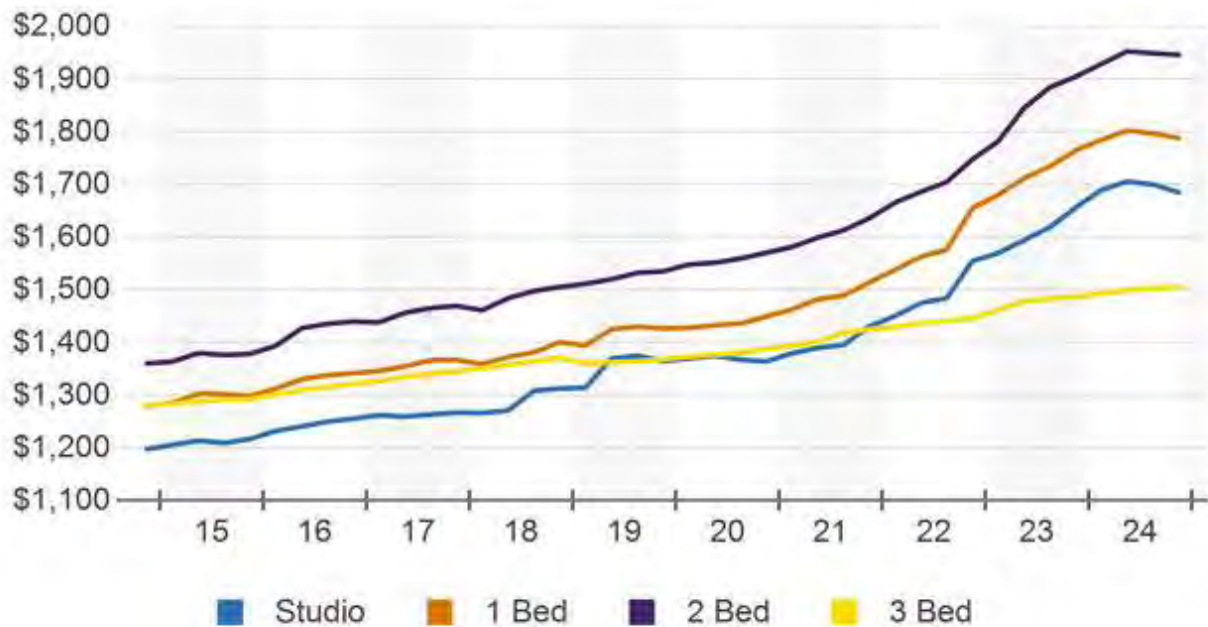
Leasing Units	Survey	5-Year Avg	Inventory in Units	Survey	5-Year Avg
Vacant Units	175	204	Existing Units	9,521	8,618
Vacancy Rate	1.9%	2.4%	12 Mo. Const. Starts	11	207
12 Mo. Absorption Units	127	218	Under Construction	353	302
			12 Mo. Deliveries	244	206

Rents	Survey	5-Year Avg	Sales	Past Year	5-Year Avg
Studio Asking Rent	\$1,701	\$1,501	Sale Price Per Unit	\$123,911	\$128,298
1 Bed Asking Rent	\$1,801	\$1,613	Asking Price Per Unit	-	\$149,240
2 Bed Asking Rent	\$1,953	\$1,698	Sales Volume (Mil.)	\$20	\$29
3+ Bed Asking Rent	\$1,561	\$1,472	Cap Rate	-	6.3%
Concessions	0.6%	0.4%			

ASKING RENTS PER UNIT BY BEDROOM



EFFECTIVE RENT PER UNIT BY BEDROOM



Lodging Demand Generators

Leisure

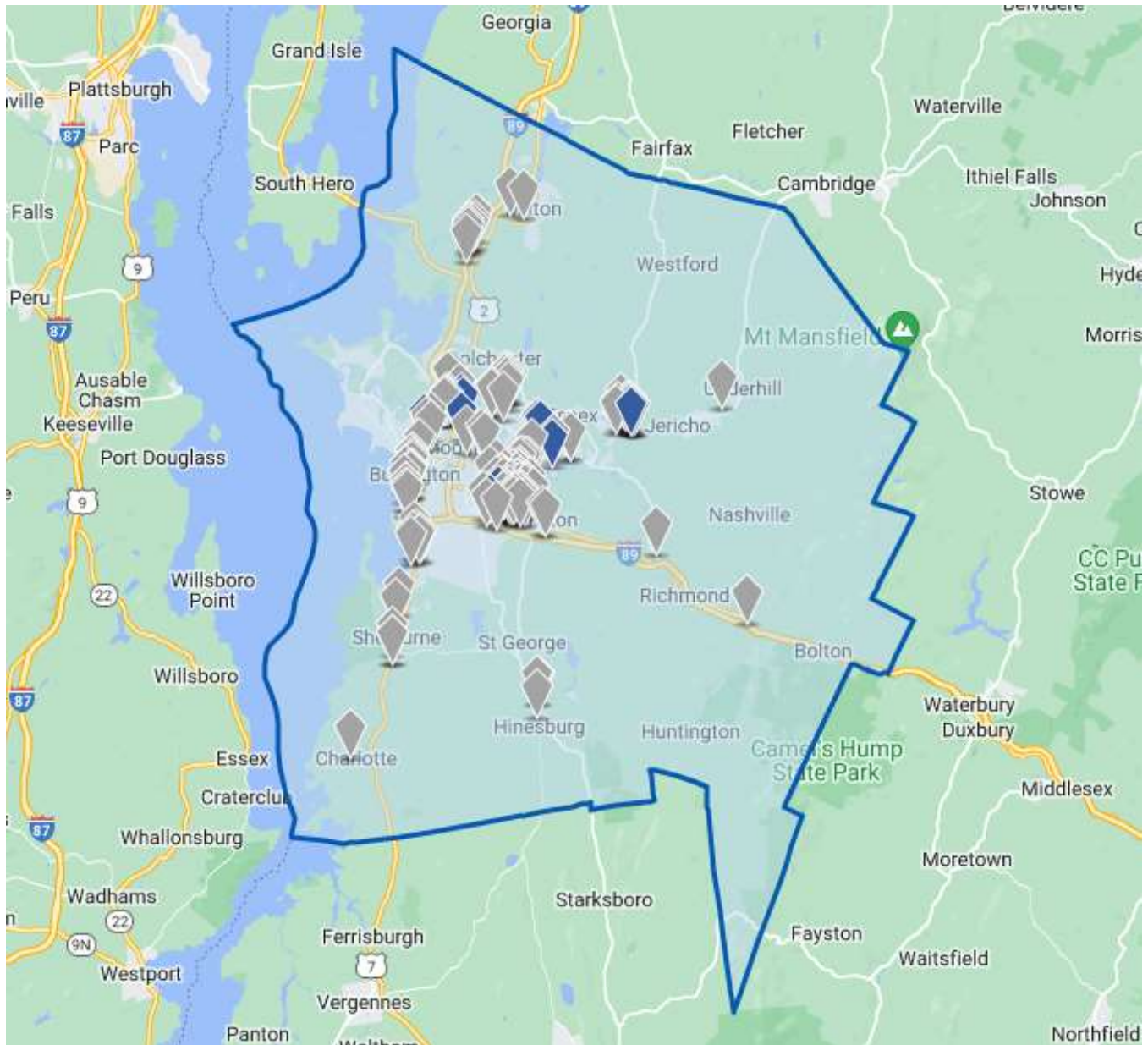
The Burlington area is a popular leisure destination due to Lake Champlain, the leaf changing season, outdoor activities, the University of Vermont, and winter sports. Lake Champlain is used for sailing, fishing, and general water activities. During the autumn, the leaves change color, which attracts tourists from both domestic and international locations. The nearby Green Mountain National Forest provides recreation opportunities year-round. Other tourist attractions include: Ben and Jerry's Ice Cream Factory, Vermont Teddy Bear Factory, Shelburne Museum, Church Street Marketplace, ECHO Aquarium and Science Center, and seasonal events such as Jazz Festival. Additionally, there are four universities (University of Vermont – 13,395 students, Champlain College – 4,531 students, Saint Michael's College – 1,669 students, and Burlington College – 200 students) that provide seasonal, but ample leisure based transient demand during the year. The University of Vermont specifically creates lodging demand through athletics. Burlington also hosts several festivals, athletic events such as marathons, and lake tournaments each year.

Bolton Valley, Stowe, Smugglers Notch, Mad River Glen, Sugar Bush, and Jay Peak are regional winter sport and ski destinations. Stowe and Jay Peak attract users as far as Washington D.C. All of the ski destinations have ancillary motel and hotel rooms. Hotels closer to Burlington receive secondary, but steady demand from these ski areas, particularly on the weekends and school vacations.

Industrial/Flex Market Overview

The subject's location contains a small size urban industrial/flex market that generates nightly corporate lodging users. To gain further insight into the subject's industrial market, we have provided the following charts and analysis from CoStar. Our search included existing industrial/flex buildings, totaling more than 20,000 square feet, within

Chittenden County. There were 140 such properties that met these criteria, totaling approximately 9.6 million square feet of space. We should however note CoStar does not track owner occupied or government buildings. Below is a map of industrial/flex buildings relative to the subject's location.



Source: CoStar

Net Absorption, Net Deliveries & Vacancy



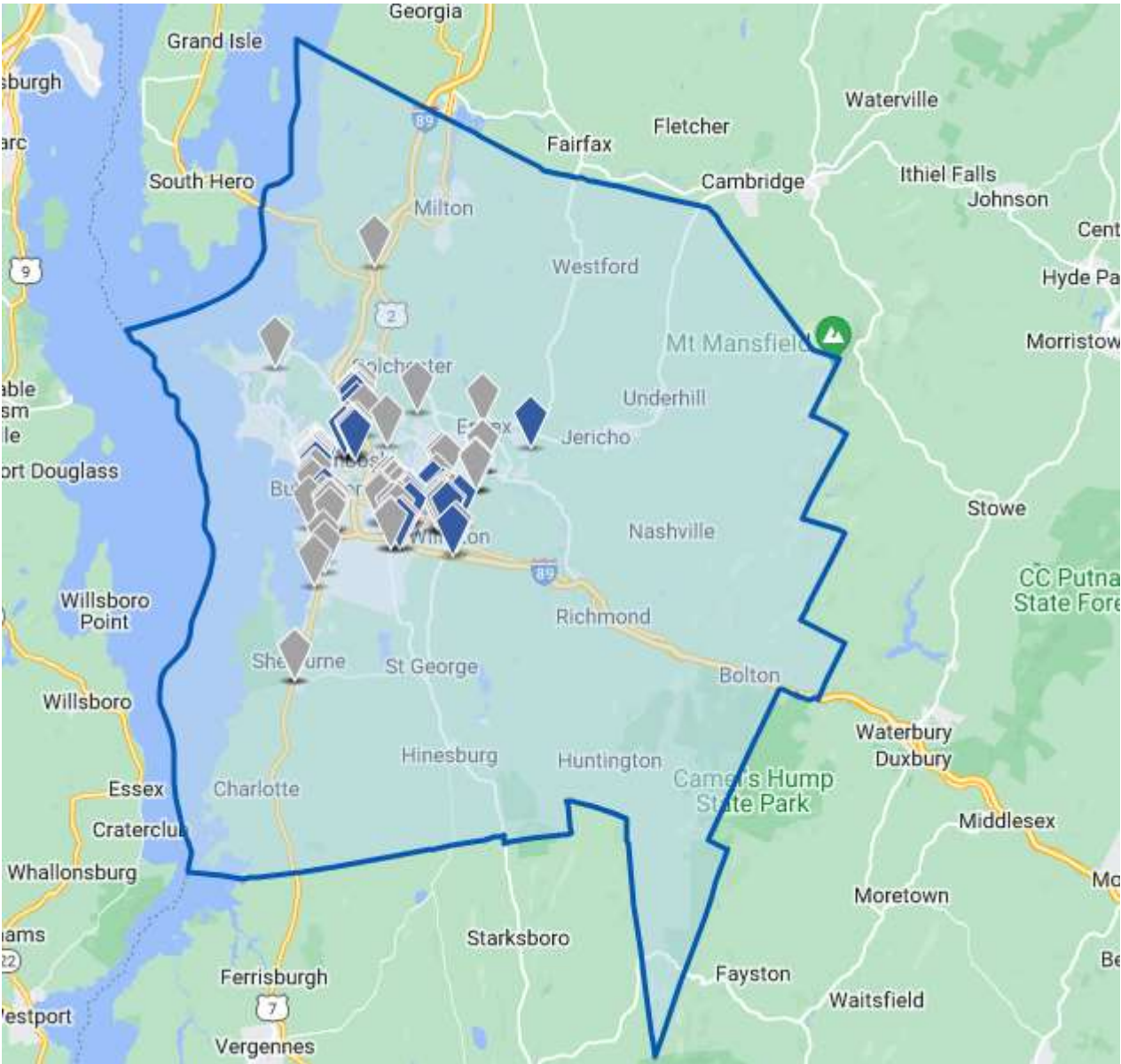
Source: CoStar

Vacancy rates over the past ten years have remained relatively low. The rate is currently 3.2 percent. Absorption was negative in 2024, but was positive for all four quarters of 2023.

Several large deliveries include the 143,794-square-foot FedEx distribution center in South Burlington, the new OnLogic facility in South Burlington and Beta Technologies new facility at the Burlington Airport.

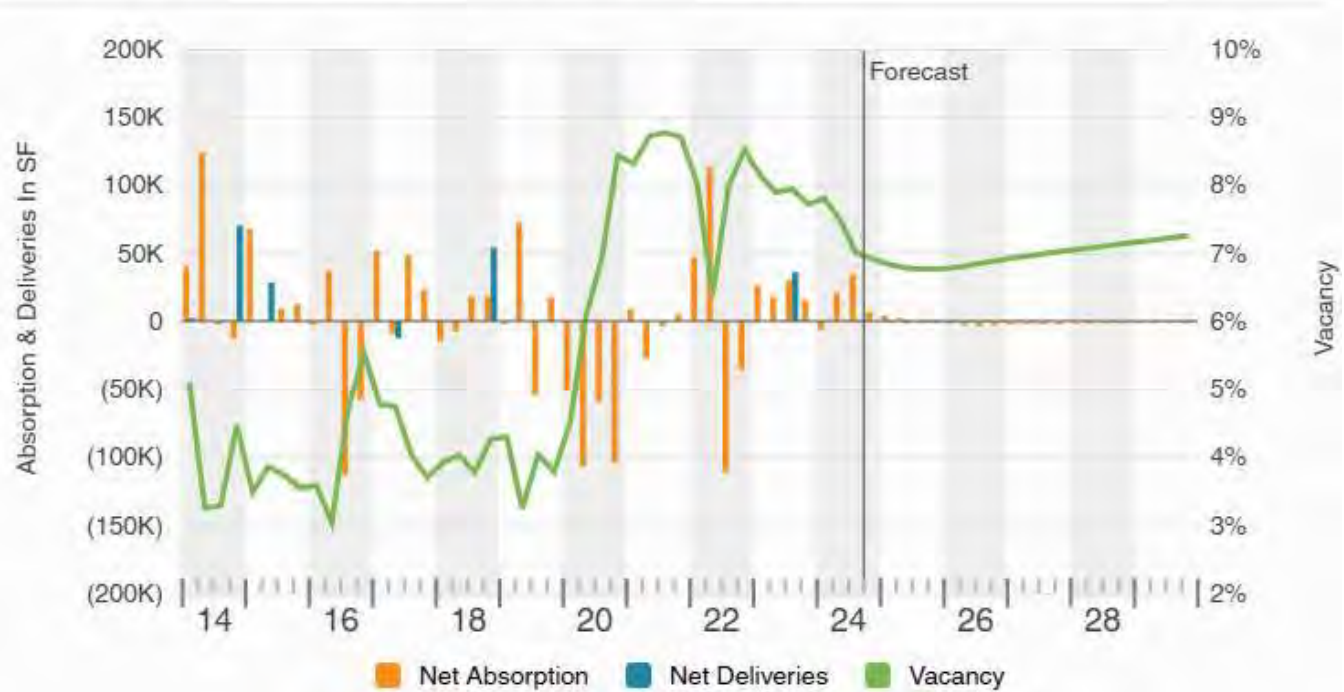
Office Market Overview

To gain further insight into the subject's office market, we have provided the following charts and analysis from CoStar. Our search included existing office buildings, totaling 20,000 square feet or more in Chittenden County. There were 125 such properties that met these criteria totaling approximately 6.9 million square feet of space. We should however note CoStar does not track owner occupied buildings. Below is a map of office buildings relative to the subject's location.



Source: CoStar

Net Absorption, Net Deliveries & Vacancy



Source: CoStar

As illustrated in the chart above, the office market within Chittenden County has generally witnessed fairly unstable market trends over the prior ten-year period, albeit with increasing vacancy overall. Vacancy currently stands at 7.0 percent. Absorption has been positive in six of the eight most recent quarters. Market rent currently averages \$23.91 per square foot.

Other Demand Generators

The subject's local area benefits from an ample amount of commercial and retail traffic due to its location. It is also the last major developed area before entering Canada. Thus, there are no other large concentrations of lodging facilities within an hour drive of the Burlington MSA.

There is one major hospital in Burlington that serves citizens within a multi-hour drive. The aforementioned UVM Medical Center is affiliated with the University of Vermont College of Medicine and the College of Nursing and Health Sciences. This hospital is a moderate to large source of lodging demand in the subject's local area. Lodging demand from the UVM Medical Center includes travelling nurses, doctors, pharmaceutical representatives, and other companies that service the hospitals. Several hotels in the Burlington area provide free shuttle service to and from the hospital. There are also several medical clinics in the Burlington MSA affiliated with UVM.

The federal government has a large presence in Burlington. Homeland Security and Border Patrol are frequent users of hotels. Additionally, corporations like General Dynamics and Northrop Grumman support the federal government initiatives and are large users of hotels in Burlington.

Conclusion

The subject's local market area benefits from its close proximity to several lodging demand generators and is considered a significant regional employment and leisure destination. Lodging demand sources include an international airport, major interstate, Lake Champlain, several colleges, a regional hospital, a downtown shopping and dining district, and a primary retail node. Burlington is also popular with social groups including wedding blocks, travelling athletics, and tour buses.

While commercial market (including hospitality) fundamentals declined in 2020 due to the pandemic, it appears the market has more than recovered. In our opinion, the subject's local area is a strong location for a hotel and the multiple demand sources provide a well-diversified mix mitigating large swings in occupancy.

Property Analysis

Site Description

GENERAL

Location:	145 South Union Street Burlington, Chittenden County, VT 05401 The subject property is comprised of the block bound by Main Street, South Winooski Street, College Street and South Union Street, excluding the portion of the site improved with the College Street Congregational Church and the Fletcher Library.
Shape:	Rectangular
Topography:	Level at street grade
Total Land Area:	Estimated 2.53 acres / 110,000 square feet.
Access, Visibility and Frontage:	The subject property has good access and average visibility. The frontage is rated as good.
Utilities:	All public utilities are available and deemed adequate. The subdivision is connected to public water and sewer.
Site Improvements:	Site improvements will include asphalt paved parking areas, curbing, signage, landscaping, yard lighting and drainage.

SITE CONDITIONS

Soil Conditions:	We were not given a soil report to review. However, we assume that the soil's load-bearing capacity is sufficient to support existing and/or proposed structure(s). We did not observe any evidence to the contrary during our physical inspection of the property. Drainage appears to be adequate.
Land Use Restrictions:	We were not given a title report to review. There is a main sewer line that travels through the property in the location of a former ravine. There was also a former rail line that traveled through the center of the ravine. Additionally, it is our understanding that the subject property has geotechnical challenges related to redevelopment. As stated in the report our value conclusion assumes the geotechnical challenges do not exist. We recommend a title search to determine whether any adverse conditions exist.
Wetlands:	We were not given a wetlands survey to review. If subsequent engineering data reveal the presence of regulated wetlands, it could materially affect property value. We recommend a wetlands survey by a professional engineer with expertise in this field.
Hazardous Substances:	We observed no evidence of toxic or hazardous substances during our inspection of the site. However, we are not trained to perform technical environmental inspections and recommend the hiring of a professional engineer with expertise in this field.

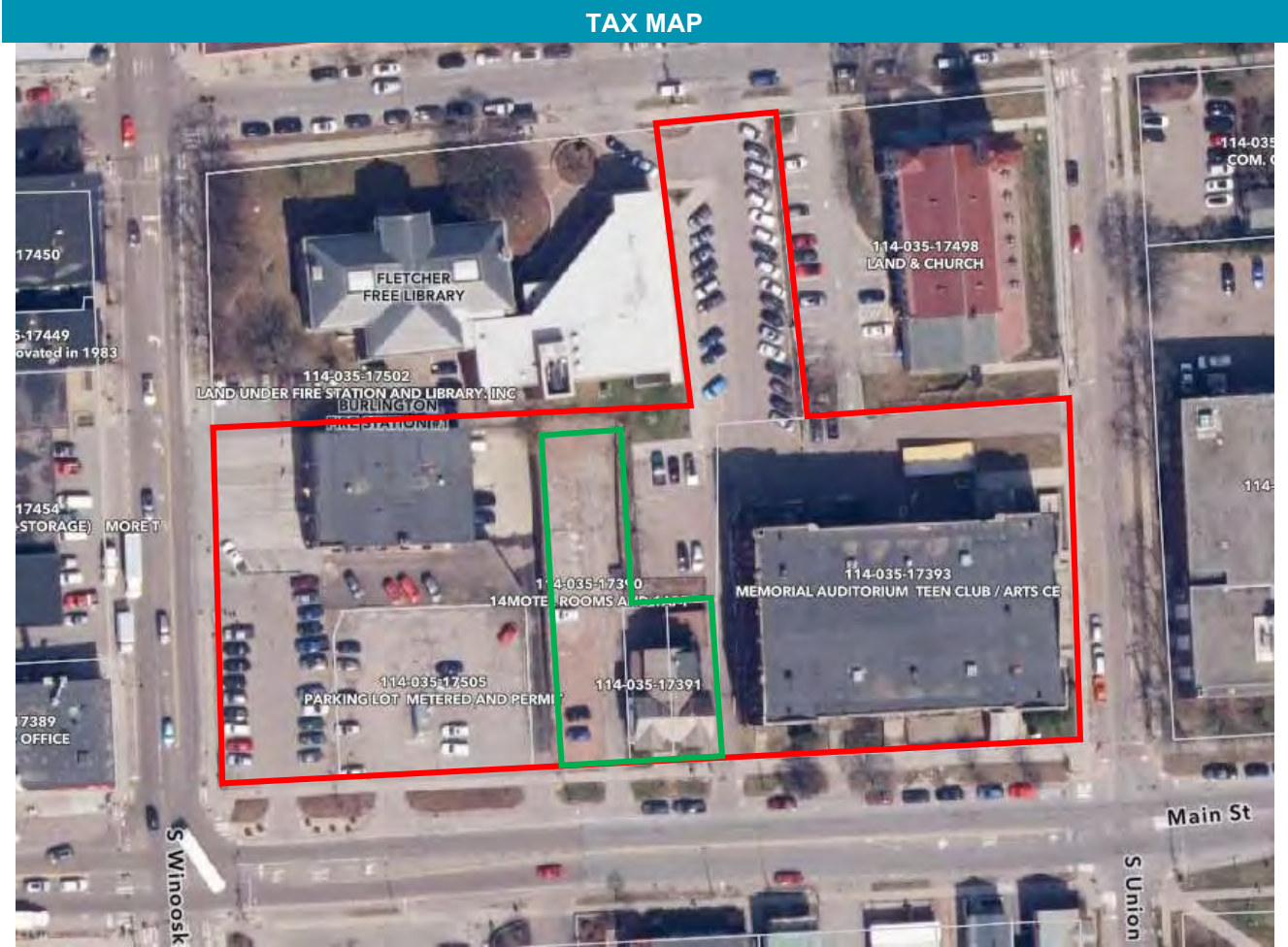
Flood Zone Description: The subject property is located in flood zone X (Areas determined to be outside the 500 year flood plain) as indicated by FEMA Map 50007C0252D, dated July 18, 2011.

The flood zone determination and other related data are provided by a third party vendor deemed to be reliable. If further details are required, additional research is required that is beyond the scope of this analysis.

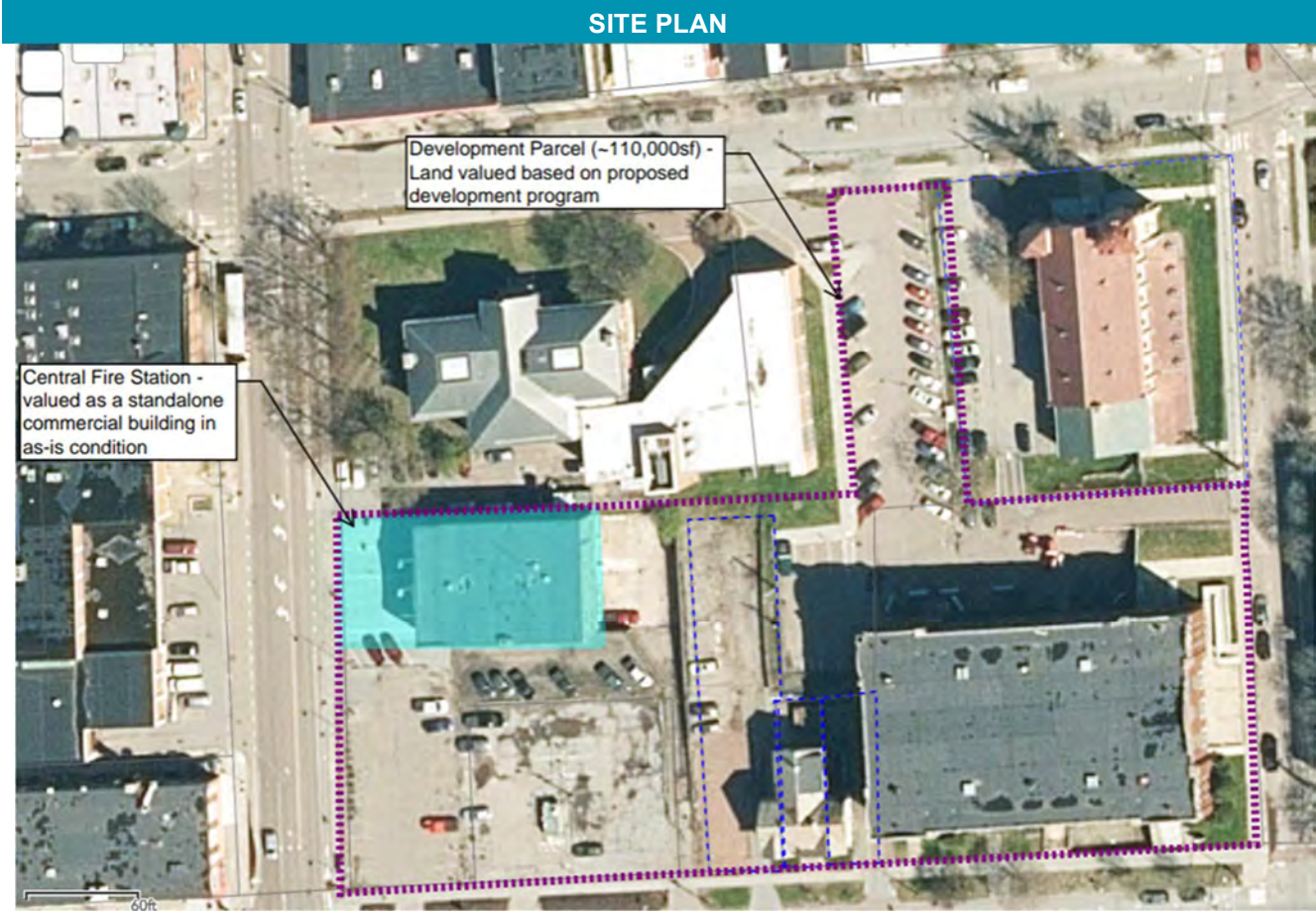
CONCLUSIONS

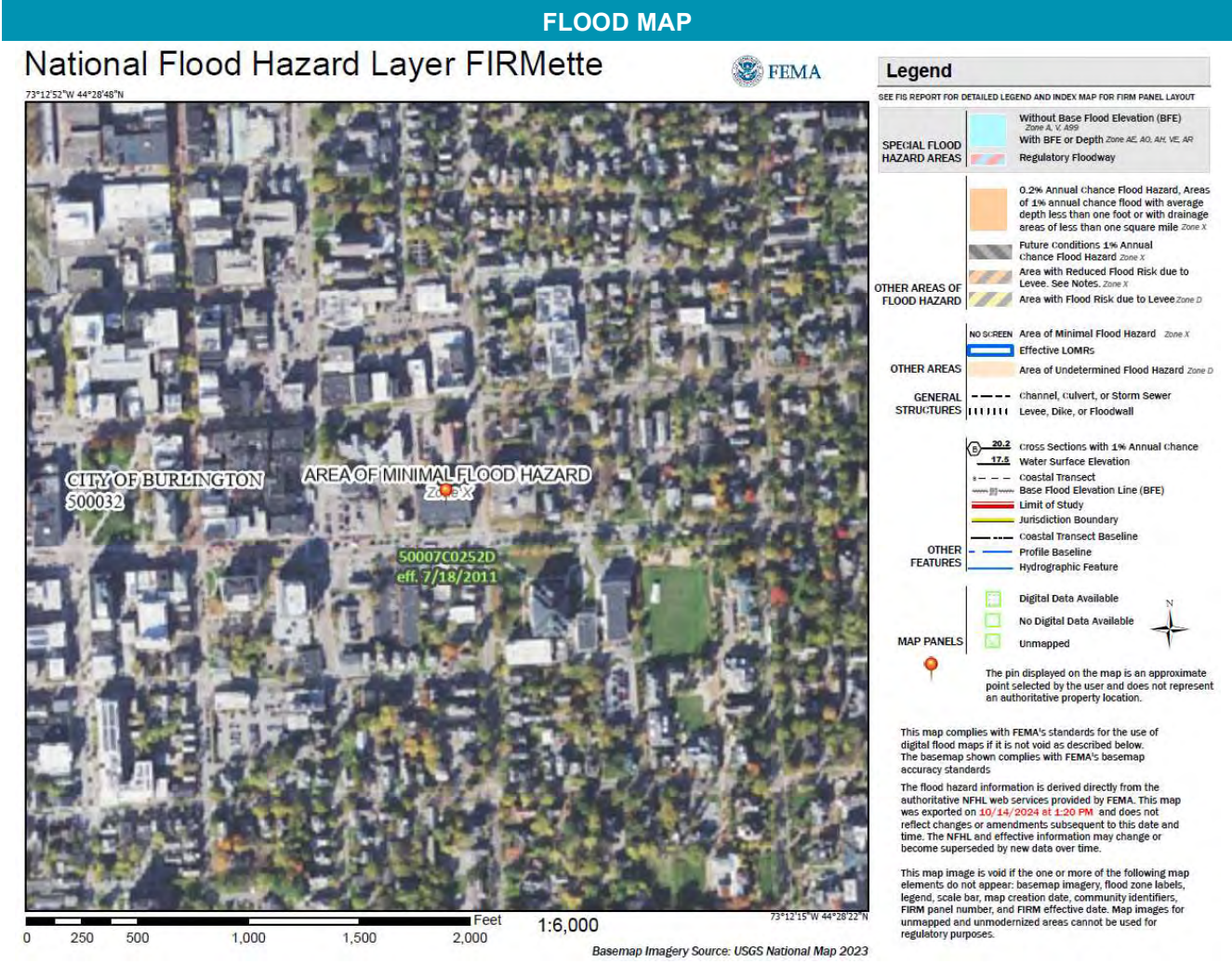
Location Rating: Good

Summary: The subject site has frontage on four streets with multiple curb cuts. The site slopes from the east to the west.

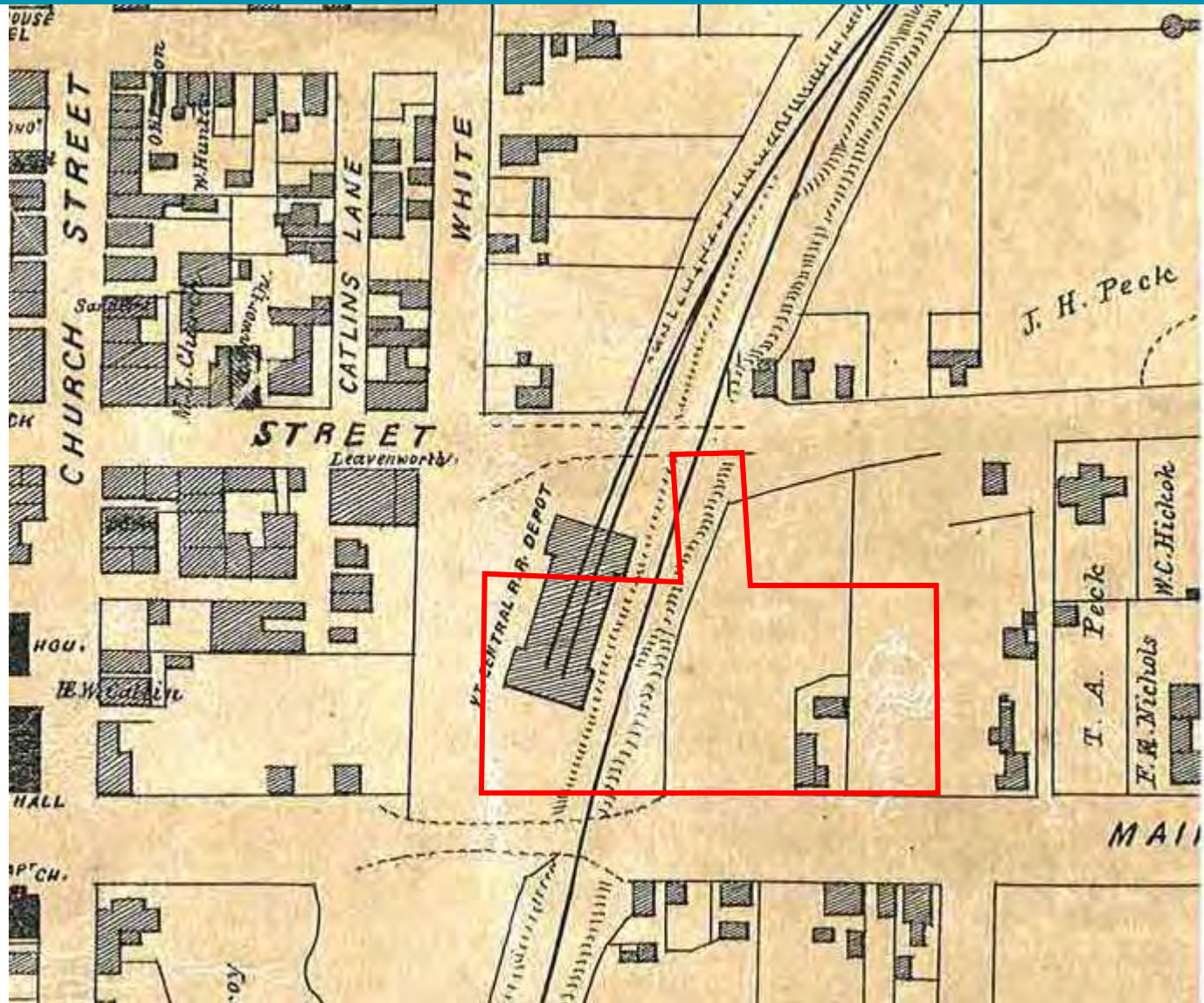


Red line denotes approximate proposed boundaries for purposes of this appraisal. Green Line Denotes parcels owned by Midtown Associates





HISTORIC MAP



GREAT STREETS MAIN STREET CONCEPT PLAN

Main Street Concept Plan
Overview of proposed Main Street concept



Improvements Description

The subject property is currently improved with the Memorial Auditorium, Fire Station Number 1 and two mixed-use buildings on Main Street. As of the date of value of this appraisal all the buildings, except for Fire Station Number 1 will be demolished.

Fire Station Number 1 was constructed in 1926 and is currently the busiest firehouse in the city and the State of Vermont. The building is wood frame building with a concrete foundation and a brick exterior. The first floor has 1,120 square feet of finished space and 4,448 square feet of garage space. The second floor has 5,568 square feet of finished space. There is 5,008 square feet of basement garage space with a rear drive-in door.

We have assumed that the fire station building will be retained and will be available for redevelopment as part of the larger project.

Our proposal assumes a development program as follows:

- Hotel with 128 keys

- 145 units of housing (123 units of market rate housing and 22 units of Inclusionary housing with rents restricted to 65% of AMI)

- 44,000 square feet of commercial space

- 365 structured parking spaces

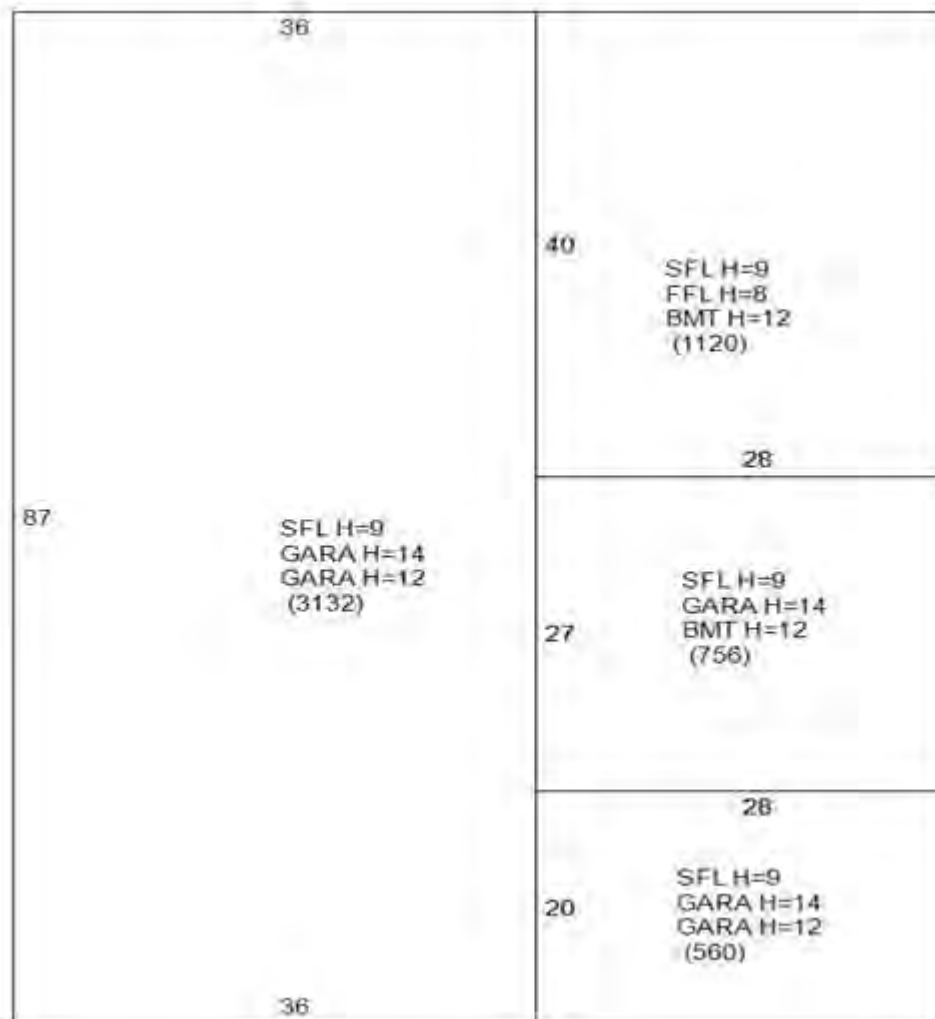
We note that Smith Travel Research (STR) suggests an average of 1.24 parking spaces per hotel room with a slightly lower number for newer hotels of 1.17 spaces per room.

For Multi-family product, depending on the unit type market norms range from 1 to 2 spaces per unit. We note that a newly constructed project in Burlington with 117 units was delivered with 240 spaces or 1.80 spaces per unit.

Utilizing the ratio of 1.17 spaces per room for the hotel component and 1.80 spaces per unit for the multi-family would suggest a market desired parking count of 411 structured parking spaces. This is above the 365 structured parking spaces proposed as part of the proposed development program, as such it does not appear that the parking provided would be in excess of market needs, therefore there would not be any additional contributory value associated with the parking since the spaces provided are necessary to support the development program, prior to accounting for the commercial space component.

As such our valuation considers the contributory value of the associated development rights related to the proposed hotel, housing, commercial space and any contributory value of the fire station as a shell available for redevelopment. The parking does not contribute value separate from these components given it is necessary to support the uses.

FIRE STATION FLOOR PLAN



Real Property Taxes and Assessments

Current Property Taxes

The subject property is located in the taxing jurisdiction of the City of Burlington. and the assessor's parcel identification is 049-3-099-000, 049-3-100-000, 049-3-101-000, 049-3-102-000 and a portions of 049-3-187-000 and 049-3-188-000.

A summary of the parcels included and the assessment for each component is shown below:

REAL ESTATE ASSESSMENTS & TAXES FOR THE TAX YEAR FY 2025						
Lot Number	Portion	Address	Land Assessment	Improved Assessment	Total Assessment	Taxable Assessment
Parcel ID						
049-3-188-000	All	220 Main Street	\$742,500	\$7,900	\$750,400	\$750,400
049-3-187-000	A Portion	227 College Street	\$2,700,000	\$31,500	\$2,731,500	\$2,731,500
049-3-099-000	All	230 Main Street	\$563,100	\$0	\$563,100	\$563,100
049-3-100-000	All	234 Main Street	\$154,400	\$340,000	\$494,400	\$494,400
049-3-101-000	All	236 Main Street	\$294,800	\$257,600	\$552,400	\$552,400
049-3-187-001	All	136 South Winooski Avenue	\$0	\$953,300	\$953,300	\$953,300
049-3-102-000	All	145 South Union Street	\$1,800,000	\$4,643,700	\$6,443,700	\$6,443,700
Grand Total			\$6,254,800	\$6,234,000	\$12,488,800	\$12,488,800

Compiled by Cushman & Wakefield of Massachusetts, LLC

We note that the majority of the subject property is municipally owned and as such is not taxed. Additionally, the subject property as defined in this appraisal only includes a portion of the land associated with Parcel 049-3-187-000, estimated at 61%.

Real Property Tax Conclusion

The overall land assessment (prior to accounting for the partial component of the aforementioned parcel) and the improved assessment for the fire house are slightly below our concluded value, which is reasonable.

Zoning

General Information

Based on the zoning map the property is zoned FD5 Downtown Center - Form Based Code by the City of Burlington. The following dimensional and use requirements apply.

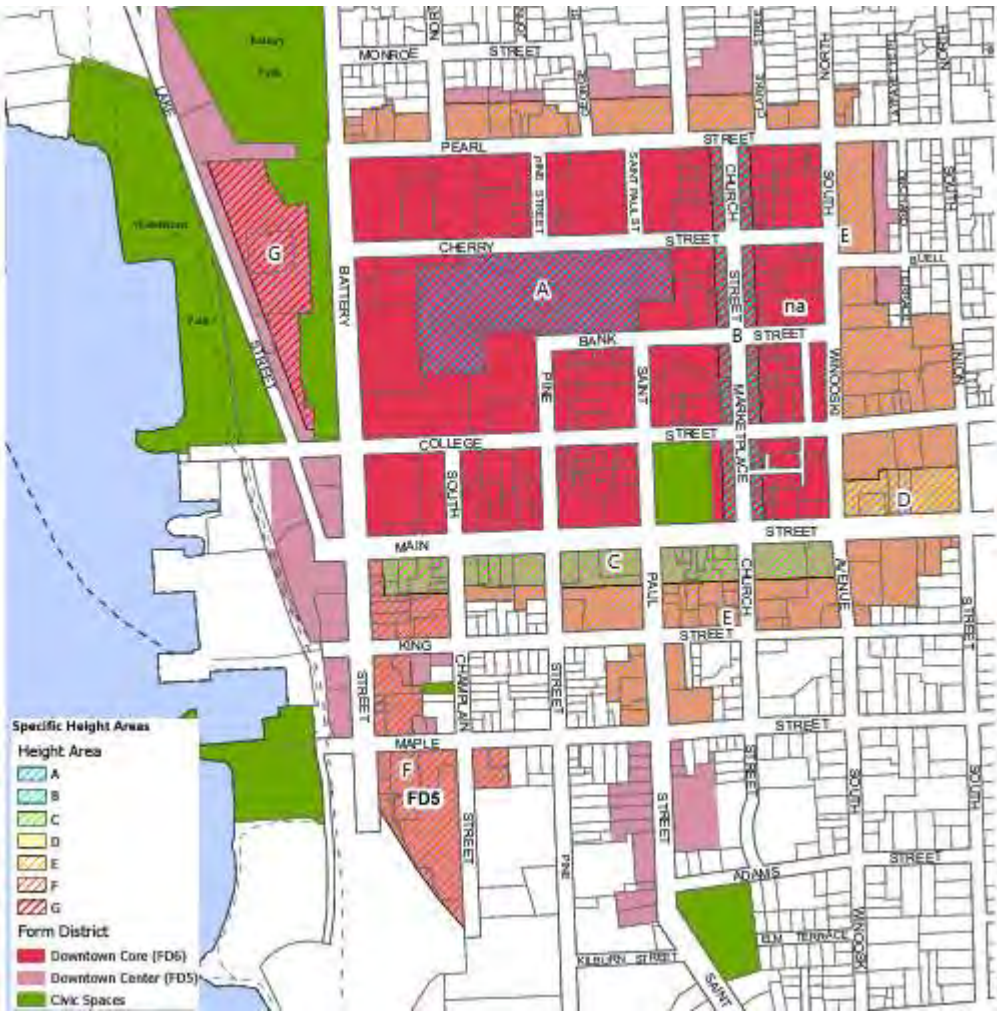
ZONING

Municipality Governing Zoning:	City of Burlington
Current Zoning:	FD5 Downtown Center - Form Based Code
Purpose:	To enhance the vibrant urban center with a variety of locally and regionally servicing office, retail,
Current Use:	Vacant
Proposed Use:	Mixed-Use Development
Is Proposed Use Permitted?	<u>Yes</u>
Permitted Uses:	Permitted uses within this district include residential, assisted living, retail, office, hospitality, manufacturing, education, utilities and other complimentary uses.

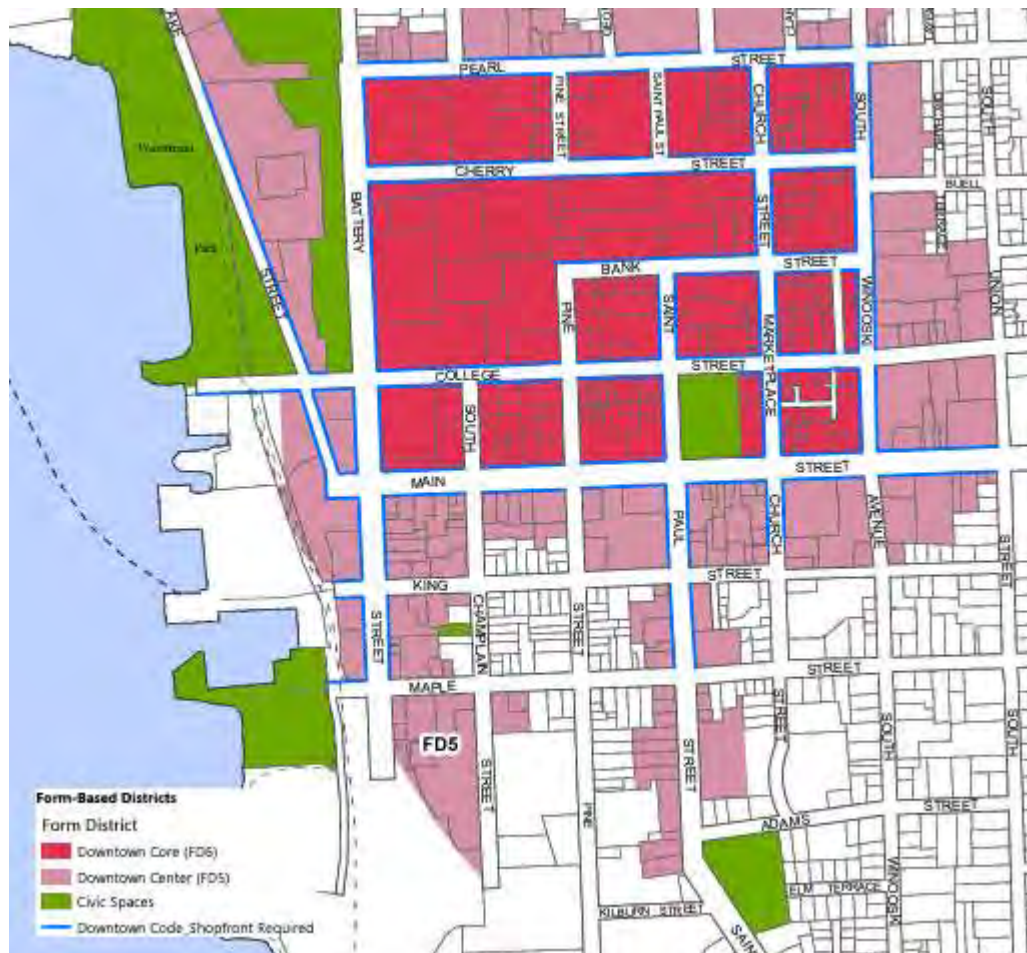
ZONING REQUIREMENTS	CODE	SUBJECT COMPLIANCE
Building Height:	6 stories / 65 feet (Area E) 8 stories / 85 feet (Area D)	Out of Scope of Assignment
Maximum Floor Area Ratio (FAR):	N/A	Out of Scope of Assignment
Maximum Lot Coverage (% of Lot Area):	Floors 1-5 100% of lot max, Floors 6-8 80% of lot max	Out of Scope of Assignment
Other Requirements:	Shopfronts required along Main Street and South Winooski Street	
Minimum Yard Setbacks		
Front (Feet):	0	Out of Scope of Assignment
Rear (Feet):	0	Out of Scope of Assignment
Side (Feet):	0	Out of Scope of Assignment
Required On-Site Parking:	No minimums	

Compiled by Cushman & Wakefield of Massachusetts, LLC

HEIGHT LIMITATIONS



SHOPFRONT REQUIREMENTS



Zoning Compliance

Property value is affected by whether or not an existing or proposed improvement complies with zoning regulations, as discussed below.

Complying Uses

An existing or proposed use that complies with zoning regulations implies that there is no legal risk and that the existing improvements could be replaced “as-of-right.”

Pre-Existing, Non-Complying Uses

In many areas, existing buildings pre-date the current zoning regulations. When this is the case, it is possible for an existing building that represents a non-complying use to still be considered a legal use of the property. Whether or not the rights of continued use of the building exist depends on local laws. Local laws will also determine if the existing building may be replicated in the event of loss or damage.

Non-Complying Uses

A proposed non-complying use to an existing building might remain legal via variance or special use permit. When appraising a property that has such a non-complying use, it is important to understand the local laws governing this use.

Other Restrictions

We know of no deed restrictions, private or public, that further limit the subject property's use. The research required to determine whether or not such restrictions exist is beyond the scope of this appraisal assignment. Deed restrictions are a legal matter and only a title examination by an attorney or title company can usually uncover such restrictive covenants. We recommend a title examination to determine if any such restrictions exist.

Zoning Conclusions

We analyzed the zoning requirements in relation to the subject property, and considered the compliance of the existing or proposed use. We are not experts in the interpretation of complex zoning ordinances but based on our review of public information, the subject property appears to be a complying use.

Detailed zoning studies are typically performed by a zoning or land use expert, including attorneys, land use planners, or architects. The depth of our study correlates directly with the scope of this assignment, and it considers all pertinent issues that have been discovered through our due diligence.

We note that this appraisal is not intended to be a detailed determination of compliance, as that determination is beyond the scope of this real estate appraisal assignment.

Highest and Best Use

Highest and Best Use Definition

The Dictionary of Real Estate Appraisal, Seventh Edition (2022), a publication of the Appraisal Institute, defines the highest and best use as:

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

To determine the highest and best use we typically evaluate the subject site under two scenarios: as though vacant land and as presently improved. In both cases, the property's highest and best use must meet the four criteria described above.

Highest and Best Use of Site as though Vacant

Legally Permissible

The zoning regulations in effect at the time of the appraisal determine the legal permissibility of a potential use of the subject site. As described in the Zoning section, the subject site is zoned FD5 Downtown Center - Form Based Code by the City of Burlington. Permitted uses within this district include residential, assisted living, retail, office, hospitality, manufacturing, education, utilities and other complimentary uses. We are not aware of any further legal restrictions that limit the potential uses of the subject. In addition, rezoning of the site is not likely due to the character of the area.

Physically Possible

The physical possibility of a use is dictated by the size, shape, topography, availability of utilities, and any other physical aspects of the site. The subject site contains 2.53 acres, or 110,000 square feet. The site is rectangular and level at street grade. It has good frontage, good access, and average visibility. The overall utility of the site is considered to be good. All public utilities are available to the site including public water and sewer, gas, electric and telephone. Overall, the site is considered adequate to accommodate most permitted development possibilities.

Financially Feasible and Maximally Productive

In order to be seriously considered, a use must have the potential to provide a sufficient return to attract investment capital over alternative forms of investment. A positive net income or acceptable rate of return would indicate that a use is financially feasible. Financially feasible uses are those uses that can generate a profit over and above the cost of acquiring the site, and constructing the improvements. Of the uses that are permitted, possible, and financially feasible, the one that will result in the maximum value for the property is considered the highest and best use.

Conclusion

We considered the legal issues related to zoning and legal restrictions. We also analyzed the physical characteristics of the site to determine what legal uses would be possible, and considered the financial feasibility of these uses to determine the use that is maximally productive. Considering the subject site's physical characteristics and location, as well as the state of the local market, it is our opinion that the Highest and Best Use of the subject site as though vacant is for development with a mixed use development as supported by local market conditions.

Valuation Process

Methodology

There are three generally accepted approaches to developing an opinion of value: Cost, Sales Comparison and Income Capitalization. We considered each in this appraisal to develop an opinion of the market value of the subject property. In appraisal practice, an approach to value is included or eliminated based on its applicability to the property type being valued and the quality of information available. The reliability of each approach depends on the availability and comparability of market data as well as the motivation and thinking of purchasers.

The valuation process is concluded by analyzing each approach to value used in the appraisal. When more than one approach is used, each approach is judged based on its applicability, reliability, and the quantity and quality of its data. A final value opinion is chosen that either corresponds to one of the approaches to value, or is a correlation of all the approaches used in the appraisal.

We considered each approach in developing our opinion of the market value of the subject property. We discuss each approach below and conclude with a summary of their applicability to the subject property.

Cost Approach

The Cost Approach is based on the proposition that an informed purchaser would pay no more for the subject than the cost to produce a substitute property with equivalent utility. This approach is particularly applicable when the property being appraised involves relatively new improvements which represent the Highest and Best Use of the land; or when relatively unique or specialized improvements are located on the site for which there are few improved sales or leases of comparable properties.

In the Cost Approach, the appraiser forms an opinion of the cost of all improvements, depreciating them to reflect any value loss from physical, functional and external causes. Land value, entrepreneurial profit and depreciated improvement costs are then added, resulting in an opinion of value for the subject property.

Sales Comparison Approach

In the Sales Comparison Approach, sales of comparable properties are adjusted for differences to estimate a value for the subject property. A unit of comparison such as price per square foot of building area or effective gross income multiplier is typically used to value the property. When developing an opinion of land value the analysis is based on recent sales of sites of comparable zoning and utility, and the typical units of comparison are price per square foot of land, price per acre, price per unit, or price per square foot of potential building area. In each case, adjustments are applied to the unit of comparison from an analysis of comparable sales, and the adjusted unit of comparison is then used to derive an opinion of value for the subject property.

Income Capitalization Approach

In the Income Capitalization Approach the income-producing capacity of a property is estimated by using contract rents on existing leases and by estimating market rent from rental activity at competing properties for the vacant space. Deductions are then made for vacancy and collection loss and operating expenses. The resulting net operating income is divided by an overall capitalization rate to derive an opinion of value for the subject property. The capitalization rate represents the relationship between net operating income and value. This method is referred to as Direct Capitalization. Related to the Direct Capitalization Method is the Yield Capitalization Method. In this method periodic cash flows (which consist of net operating income less capital costs) and a reversionary value are developed and discounted to a present value using an internal rate of return that is determined by analyzing current investor yield requirements for similar investments.

Summary

This appraisal employs the Sales Comparison Approach to establish the land value for each component. Based on our analysis and knowledge of the subject property type and relevant investor profiles, it is our opinion that these approaches would be considered applicable and/or necessary for market participants. We note that we employed the Cost Approach to account for the contributory value of the fire station to the subject property. The absence of the Income Capitalization Approach does not diminish the reliability of the analysis.

We have prepared a hypothetical prospective market value for the subject property based on the development program outlined earlier. We have valued the multi-family and hotel components separately and have presented each in turn.

Land Valuation – Multi-Family Component

We used the Sales Comparison Approach to develop an opinion of land value of the proposed multi-family component which is stated to include 145 units, of which 123 will be market rate and 22 will be inclusionary units with income restrictions at 65% of AMI.

We examined current offerings and analyzed prices buyers have recently paid for comparable sites. If the comparable was superior to the subject, a downward adjustment was made to the comparable sale. If inferior, an upward adjustment was made.

The most widely used and market-oriented unit of comparison for properties with characteristics similar to those of the subject is price per unit. All transactions used in this analysis are based on the most appropriate method used in the local market.

The major elements of comparison used to value the subject site include the property rights conveyed, the financial terms incorporated into the transaction, the conditions or motivations surrounding the sale, changes in market conditions since the sale, the location of the real estate, its utility and the physical characteristics of the property.

The comparables and our analysis are presented on the following pages. Comparable land sale data sheets are presented in the Addenda of this report.

SUMMARY OF LAND SALES

PROPERTY INFORMATION					TRANSACTION INFORMATION					
No.	Location	Size (SF)	Size (Acres)	No. Of Units	Grantor	Grantee	Sale Date	Sale Price	\$/Unit	COMMENTS
S	Subject Property	110,000	2.53	145						
1	2300 Saint George Road Williston, VT	31,799	0.73	72	Listing	Listing	Sep-24	\$1,950,000	\$27,083	This is a permitted development site for a six-story mixed-use building proposed to include 59 residential units and 11,000 square feet of commercial space. We presented the site as 72 units assuming the 10,300 square feet of commercial space contributes an estimated equivalent of 13 units based on 800 square feet per unit for the residential. The development is proposed for a yet to be subdivided portion of a larger 4.55 acre site that is improved with a 45,000 square foot office building that would remain. 12 of the 59 units would be income restricted to less than 80% of AMI. The residential units would consist of 20 two-bedroom units and 39 one-bedroom units.
2	Parcel 0450-00000 B 224 Market Street South Burlington, VT	139,392	3.20	161	South Burlington City Center LLC	Catamount Run Phase 1 LLC	Mar-23	\$3,723,000	\$23,124	Located in South Burlington's City Center, this is a multi-family development site that will consist of three buildings, ranging from 26 to 73 units. In addition to the residential units, there will also be 2,675 square feet of commercial space. There is a total project cost of \$110 million. This is a joint venture between SnyderBraverman (51%) and the University of Vermont (49%). UVM will give priority to graduate and medical students.
3	Prospect Place Land 112 Garden Street South Burlington, VT	114,563	2.63	134	South Burlington City Center, LLC	Prospect Place Apartments, LLC	Nov-22	\$2,694,400	\$20,107	Located in South Burlington's new City Center, this site was purchased for the construction of a 134-unit market-rate development that will be known as Prospect Place. In addition to the residential units, there will be 1,500 square feet of commercial space and a 5,000 square foot childcare facility. The residences and the childcare center will be made available to UVM Health Network employees via a 10-year master-lease. The project is located in a TIF district so the developer will receive a tax break for a period of time following development. The project was fully permitted at the time of sale.
4	Apartment Development 379 Main Street Winooski, VT	123,710	2.84	72	Kathryn and Loren Hogaboom	Sisters and Brothers Investment Group	Oct-22	\$1,500,000	\$20,833	This property consists of three lots, 379 Main Street, 381 Main Street and 35 Bellevue Street. The property was widely marketed with an asking price of \$1,800,000. Preliminary engineering suggested upwards of 74 units, however, the buyer secured approvals for 72 units. The unit mix is comprised of 4 studios, 56 one-bedroom and 12 two-bedroom units. In addition, there will be 22 parking spaces under the building and 98 surface spaces. The Main Street frontage will also have ground-floor commercial space and 20 percent of the units will be affordable. The buyer brought the project through approvals prior to closing. The property was improved with two single-family dwellings in poor condition that were demolished following the sale.
5	303 Market Street South Burlington, VT	60,984	1.40	61	South Burlington City Center, LLC	Union Place Apartments, LLC	Mar-22	\$1,342,000	\$22,000	This site, within City Center South Burlington was purchased to build 61 apartment units. The development is a partnership between SnyderBraverman and UVM Health Network. UVM has minority ownership and a master lease that will grant priority to UVM Network employees.
6	One25 Condos 125 Cambrian Way Burlington, VT	89,211	2.05	117	BC Community Housing LLC	125 Cambrian Way LLC	Jul-21	\$3,500,000	\$29,915	This is the sale of Lot M in Cambrian Rise to SD Ireland from Eric Farrell. The site was fully permitted for the construction of a 117-unit multi-family building. The building has views of Lake Champlain with underground parking. The first four floors will be held as rental units, while the upper two floors are expected to be sold as individual condo units.
STATISTICS										
Low		31,799	0.73	61			Jul-21	\$1,342,000	\$20,107	
High		139,392	3.20	161			Sep-24	\$3,723,000	\$29,915	
Average		93,277	2.14	103			Nov-22	\$2,451,567	\$23,844	

Compiled by Cushman & Wakefield of Massachusetts, LLC

LAND SALE ADJUSTMENT GRID

Economic Adjustments (Cumulative)							Property Characteristic Adjustments (Additive)						
No.	Price Per Unit	Property Rights Conveyed	Conditions of Sale	Financing	Market ⁽¹⁾ Conditions	Per Unit Subtotal	Location	Size	Public Utilities	Utility ⁽²⁾	Other	Adj. Price Per Unit	Overall
1	\$27,083 9/24	Fee Simple 0.0%	Listing -10.0%	None 0.0%	Similar 0.0%	\$24,375 -10.0%	Inferior 10.0%	Smaller -10.0%	Similar 0.0%	Similar 0.0%	Similar 0.0%	\$24,375 0.0%	Similar
2	\$23,124 3/23	Fee Simple 0.0%	Arm's-Length 0.0%	None 0.0%	Similar 0.0%	\$23,124 0.0%	Inferior 10.0%	Similar 0.0%	Similar 0.0%	Similar 0.0%	Similar 0.0%	\$25,437 10.0%	Inferior
3	\$20,107 11/22	Fee Simple 0.0%	Arm's-Length 0.0%	None 0.0%	Similar 0.0%	\$20,107 0.0%	Inferior 10.0%	Similar 0.0%	Similar 0.0%	Similar 0.0%	Similar 0.0%	\$22,118 10.0%	Inferior
4	\$20,833 10/22	Fee Simple 0.0%	Arm's-Length 0.0%	None 0.0%	Similar 0.0%	\$20,833 0.0%	Inferior 15.0%	Smaller -10.0%	Similar 0.0%	Similar 0.0%	Similar 0.0%	\$21,875 5.0%	Inferior
5	\$22,000 3/22	Fee Simple 0.0%	Arm's-Length 0.0%	None 0.0%	Superior -4.0%	\$21,120 -4.0%	Inferior 10.0%	Smaller -10.0%	Similar 0.0%	Similar 0.0%	Similar 0.0%	\$21,120 0.0%	Similar
6	\$29,915 7/21	Fee Simple 0.0%	Arm's-Length 0.0%	None 0.0%	Superior -0.6%	\$29,735 -0.6%	Similar 0.0%	Similar 0.0%	Similar 0.0%	Similar 0.0%	Superior -15.0%	\$25,275 -15.0%	Superior
	\$20,107	- Low									Low -	\$21,120	
	\$29,915	- High									High -	\$25,437	
	\$23,844	- Average									Average -	\$23,367	

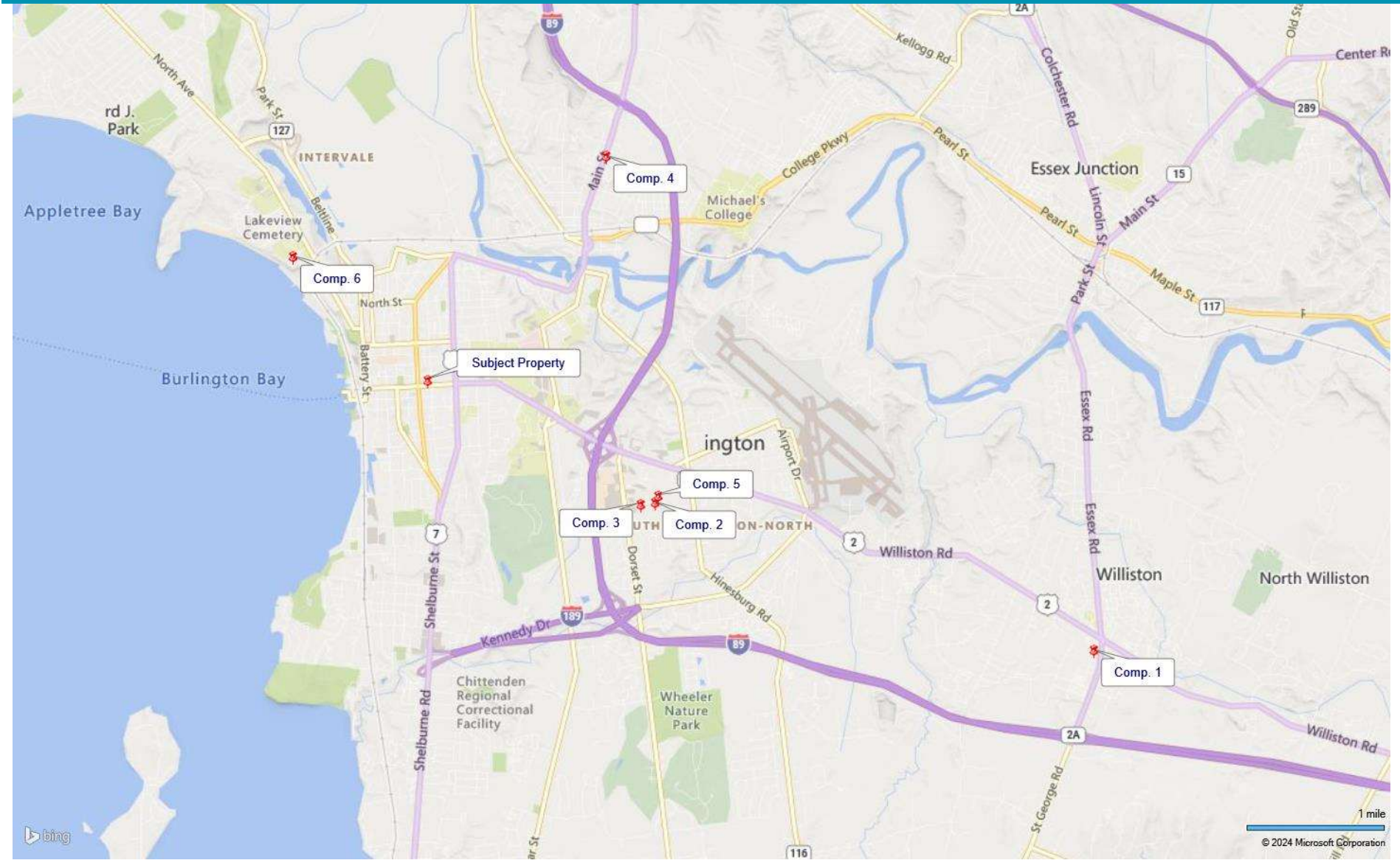
Compiled by Cushman & Wakefield of Massachusetts, LLC

(1) Market Conditions Adjustment FootnoteSee Variable Growth Rate Assumptions Table
Date of Value (for adjustment calculations): 1/1/26**(2) Utility Footnote**

Utility includes shape, access, frontage and visibility.

Variable Growth Rate AssumptionsStarting Growth Rate: 5.0%
Inflection Point 1 (IP1): 6/1/2022
Change After IP1: 0.0%

LAND SALE LOCATION MAP



Discussion of Adjustments

Property Rights Conveyed

The property rights conveyed in a transaction typically have an impact on the sale price of a property. Acquiring the fee simple interest implies that the buyer is acquiring the full bundle of rights. Acquiring a leased fee interest typically means that the property being acquired is encumbered by at least one lease, which is a binding agreement transferring rights of use and occupancy to the tenant. A leasehold interest involves the acquisition of a lease, which conveys the rights to use and occupy the property to the buyer for a finite period of time. At the end of the lease term, there is typically no reversionary value to the leasehold interest. Since we are valuing the fee simple interest as reflected by each of the comparables, an adjustment for property rights is not required.

Conditions of Sale

Adjustments for conditions of sale usually reflect the motivations of the buyer and the seller. In many situations the conditions of sale may significantly affect transaction prices. All sales used in this analysis are considered to be "arms-length" market transactions between both knowledgeable buyers and sellers on the open market.

- We note the Comparable 1 is a current listing. As such a negative adjustment was applied to account for this.

Financial Terms

The financial terms of a transaction can have an impact on the sale price of a property. A buyer who purchases an asset with favorable financing might pay a higher price, as the reduced cost of debt creates a favorable debt coverage ratio. A transaction involving above-market debt will typically involve a lower purchase price tied to the lower equity returns after debt service. We analyzed all of the transactions to account for atypical financing terms. To the best of our knowledge, all of the sales used in this analysis were accomplished with cash or market-oriented financing. Therefore, no adjustments were required.

Market Conditions

The sales that are included in this analysis occurred between July 2021 and September 2024, which were adjusted to the date of value using inflection points. A 5 percent annual market conditions adjustment was applied through June 2022. No adjustment was applied for sales that occurred after this date. Additionally, a one-time 5 percent negative adjustment was applied to all sales that occurred prior to June 2022, offset by the 5 percent annual market conditions adjustment, in order to account for the impact of increased interest rates on the commercial real estate market.

Location

An adjustment for location is required when the locational characteristics of a comparable property differ from those of the subject property. The subject is well located in a gateway location in Burlington. It offers good access to major employers and neighborhood amenities. We made a downward adjustment to those comparables considered superior in location compared to the subject. Conversely, upward adjustments were made to those comparables considered inferior.

- Positive adjustments were applied to Comparables 1, 2, 3, 4, and 5 to account for the inferior location. The comparables are in more suburban locations.

Size

The adjustment for size generally reflects the inverse relationship between unit price and lot size. Smaller lots tend to sell for higher unit prices than larger lots, and vice versa. Therefore, upward adjustments were made to larger land parcels, and downward adjustments were made to smaller land parcels.

- Negative adjustments were applied to Comparables 1, 4 and 5 to account for the smaller development size.

Public Utilities

The availability of public utilities has a significant impact on the value of a property. Municipal utility providers often, but not always, provide utilities such as gas, water, electric, sewer, and telephone. It is therefore important to understand any differences that may exist in the availability of public utilities to the subject property and its comparables. All of the sales, like the subject, had full access to public utilities at the time of sale. Therefore, no adjustments were required.

Utility

The subject parcel is adequately shaped to accommodate a typical building. It has good access, good frontage and average visibility. Overall, it has been determined that the site has good utility. Adjustments were made where a comparable was considered to have superior or inferior utility.

Other

In some cases, other variables will have an impact on the price of a land transaction. Examples include soil or slope conditions, restrictive zoning, easements, wetlands or external influences. In our analysis of the comparables we found that no unusual conditions existed at the time of sale. As a result, no adjustments were required.

- A positive adjustment was applied to Comparable 5 to account for the superior views and water access from the site and the lack of inclusionary units. The affordable units had already been constructed in this development, as such this building could remain all market rate.

Conclusion of Site Value

The adjustments applied to the comparable sales in the Land Sale Adjustment Chart reflect what we determined is appropriate in the marketplace.

After a thorough analysis, the comparable land sales reflect adjusted unit values ranging from \$21,120 per unit to \$25,437 per unit, with an average of \$23,367 per unit.

We gave consideration to all of the comparables, with additional emphasis placed on the Comparables 2 and 3, which occurred after the increase in interest rates and are of similar size. We note that overall the other comparables and the current listing support the indications from these two comparables.

Therefore, we concluded that the indicated land value by the Sales Comparison Approach was:

LAND VALUE CONCLUSION		Price Per Unit
Indicated Value		\$25,000
Unit Measure		x 145
Indicated Value		\$3,625,000
Rounded to nearest \$25,000		\$3,625,000
\$/Unit Basis		\$25,000
LAND VALUE CONCLUSION		\$3,625,000
\$/Unit Basis		\$25,000

Compiled by Cushman & Wakefield of Massachusetts, LLC

Given we are reporting a date of value as of January 1, 2026 we have applied an inflationary adjustment to the above conclusion in order to arrive at the prospective value indication as presented below.

PROSPECTIVE LAND VALUE CONCLUSION					
Prospective Land Values	Prospective Date	Market* Conditions	Prospective Land Value	Rounded	Price Per Unit
Prospective Value:	1/26	3.75%	\$3,760,938	\$3,750,000	\$25,862

* Forecast compound annual change in market conditions from the as is value date through prospective value date.

Land Valuation – Commercial Component / Firehouse

In addition to the multi-family and hotel components, there is 44,000 square feet of commercial space that is proposed. This includes approximately 11,000 square feet that will be within the former firehouse. The remainder will be incorporated into development.

We used the Sales Comparison Approach to develop an opinion of land value of the proposed commercial component and from this value added the contributory value of the fire station as a shell. We note that given the use of the fire house will no longer be for its current use it would be inappropriate to value it as a fire station since market participants will only be willing to pay for the contributory value of the usable components, which generally consists of the shell of the building.

The major elements of comparison used to value the subject site include the property rights conveyed, the financial terms incorporated into the transaction, the conditions or motivations surrounding the sale, changes in market conditions since the sale, the location of the real estate, its utility and the physical characteristics of the property.

The comparables and our analysis are presented on the following pages. Comparable land sale data sheets are presented in the Addenda of this report.

Given the lack of nearby sales for sites contemplated for a similar amount of retail space we considered regional transactions. We note that for urban sites multi-family is typically incorporated into upper levels thus separate commercial land transactions are limited and for suburban sites there has been a glut of 20,000 to 40,000 square foot retail buildings due to the recent spate of retail bankruptcies (Christmas Tree Shoppes, Kmart, Sears, Toys R Us, JC Penney, Bed, Bath and Beyond), which has limited new construction for space of this size.

All sales were analyzed on the basis of per square foot of potential building area.

SUMMARY OF LAND SALES - COMMERCIAL COMPONENT

PROPERTY INFORMATION						TRANSACTION INFORMATION					
No.	Location	Size (Acres)	Potential Building Area	Zoning	Grantor	Grantee	Sale Date	Sale Price	\$/SF Land	\$/SF Build.	COMMENTS
S	Subject Property		44,000	FD5 Downtown Center - Form Based Code							
1	48 South Main Street Stowe, VT	0.14	6,566	VC-10	48 South Main Street, LLC	Maple Corner Investments, LLC	8/24	\$1,002,500	\$164.40	\$152.68	This property was improved with a 2,473 square foot two story building at the time of sale that operated as a restaurant on the first floor with apartments above. The buyer had plans to demolish the existing improvements and construct a 6,566 square foot, three story building that will consist three apartments on the upper floors and retail on the first and a portion of the second floor. The buyer owns an abutting property at the rear of the property, although the site plan for the proposed development does not require use of the adjacent property.
2	2545 Shelburne Road Shelburne, VT	2.08	6,432	Mixed Use District	Barry Bruce	Sirloin LLC	5/24	\$1,300,000	\$14.35	\$202.11	This parcel with previously improved with a long neglected steakhouse. The property was purchased for construction of a retail nursery and retail building operated by Gardener's Supply consisting of five small buildings. 25,400 vehicles pass the site daily. The property had been widely marketed for several years with an asking price of \$1,650,000. The building had been removed from the site prior to closing and approvals were in place.
3	Office Site 2061 Woodbury Avenue Newington, NH	7.38	140,000	Office	Northeast Credit Union	Wilcox Industries	2/23	\$6,100,000	\$18.98	\$43.57	This site is located across from the Fox Run Mall in Newington. The seller acquired the property in December of 2018 for \$5,500,000 with the intention of developing a Class A office building for its headquarters. Subsequent to acquisition, the seller demolished three buildings located on the site and completed asbestos remediation. The seller had commenced engineering work for a potential 140,000 SF office development; however, put those plans on hold due to the outbreak of Covid in 2020. The buyer is an abutter that is acquiring the site for expansion of its manufacturing business and parking. The site was not approved for development at the time of sale and the noted FAR is based on the seller's preliminary plans.
4	66 River Road Newington, NH	6.32	13,000	Office	Rollins Farms Holdings	MBR LLC (Ricci)	10/22	\$1,300,000	\$4.72	\$100.00	This is the sale of a 6.32-acre site located office of Route 16 in Newington. The site sold with a small retail building along the northern end which was razed and is being rebuilt as a smaller retail use. The main portion of the site was proposed to be developed with the new Stoneface Brewery, however, that development fell through due to the high interest rate environment. The land owners have now proposed development of a 10,000 square foot medical office use in the near future.
5	33 Labombard Road Lebanon, NH	2.55	13,000	INDL	Chaloux Prop LLC	Notch Climbing Real Estate LLC	6/22	\$1,017,557	\$9.16	\$78.27	This lot was purchased for construction of an indoor rock climbing facility at an estimated cost of \$4,457,000. The property is a short distance from Exit 18 on Interstate 89, adjacent to the Dartmouth Coach Bus Terminal.
6	4626 Williston Road Williston, VT	4.87	5,525	IDZW-Industrial West	William N & Susan C Andrus	Green State Realty LLC	5/21	\$450,000	\$2.12	\$81.45	This site was improved with a 3825 square foot commercial building at the time of sale. The site was purchased for construction of a new 5,525 square foot car dealership. The existing improvements will be demolished to accommodate the proposed plan. The project did not have approvals at the time of sale.
STATISTICS											
Low		0.14	5,525				5/21	\$450,000	\$2.12	\$43.57	
High		7.38	140,000				8/24	\$6,100,000	\$164.40	\$202.11	
Average		3.89	30,754				2/23	\$1,861,676	\$35.62	\$109.68	

Compiled by Cushman & Wakefield of Massachusetts, LLC

LAND SALE ADJUSTMENT GRID

Economic Adjustments (Cumulative)							Property Characteristic Adjustments (Additive)						
No.	Price PSF of Building	Property Rights Conveyed	Conditions of Sale	Financing	Market(1) Conditions	PSF of Building Subtotal	Location	Size	Public Utilities	Utility(2)	Other	Adj. Price PSF of Building	Overall
1	\$152.68 8/24	Fee Simple 0.0%	Arm's-Length 0.0%	None 0.0%	Similar 0.0%	\$152.68 0.0%	Superior -10.0%	Smaller -25.0%	Similar 0.0%	Similar 0.0%	Similar 0.0%	\$99.24 -35.0%	Superior
2	\$202.11 5/24	Fee Simple 0.0%	Arm's-Length 0.0%	None 0.0%	Similar 0.0%	\$202.11 0.0%	Similar 0.0%	Smaller -25.0%	Similar 0.0%	Similar 0.0%	Similar 0.0%	\$151.59 -25.0%	Superior
3	\$43.57 2/23	Fee Simple 0.0%	Arm's-Length 0.0%	None 0.0%	Similar 0.0%	\$43.57 0.0%	Similar 0.0%	Larger 20.0%	Similar 0.0%	Similar 0.0%	Similar 0.0%	\$52.29 20.0%	Inferior
4	\$100.00 10/22	Fee Simple 0.0%	Arm's-Length 0.0%	None 0.0%	Similar 0.0%	\$100.00 0.0%	Similar 0.0%	Smaller -15.0%	Similar 0.0%	Similar 0.0%	Similar 0.0%	\$85.00 -15.0%	Superior
5	\$78.27 6/22	Fee Simple 0.0%	Arm's-Length 0.0%	None 0.0%	Similar 0.0%	\$78.27 0.0%	Similar 0.0%	Smaller -15.0%	Similar 0.0%	Similar 0.0%	Similar 0.0%	\$66.53 -15.0%	Superior
6	\$81.45 5/21	Fee Simple 0.0%	Arm's-Length 0.0%	None 0.0%	Similar 0.0%	\$81.45 0.0%	Inferior 10.0%	Smaller -25.0%	Similar 0.0%	Similar 0.0%	Similar 0.0%	\$69.23 -15.0%	Superior
	\$43.57	- Low									Low -	\$52.29	
	\$202.11	- High									High -	\$151.59	
	\$109.68	- Average									Average -	\$87.31	

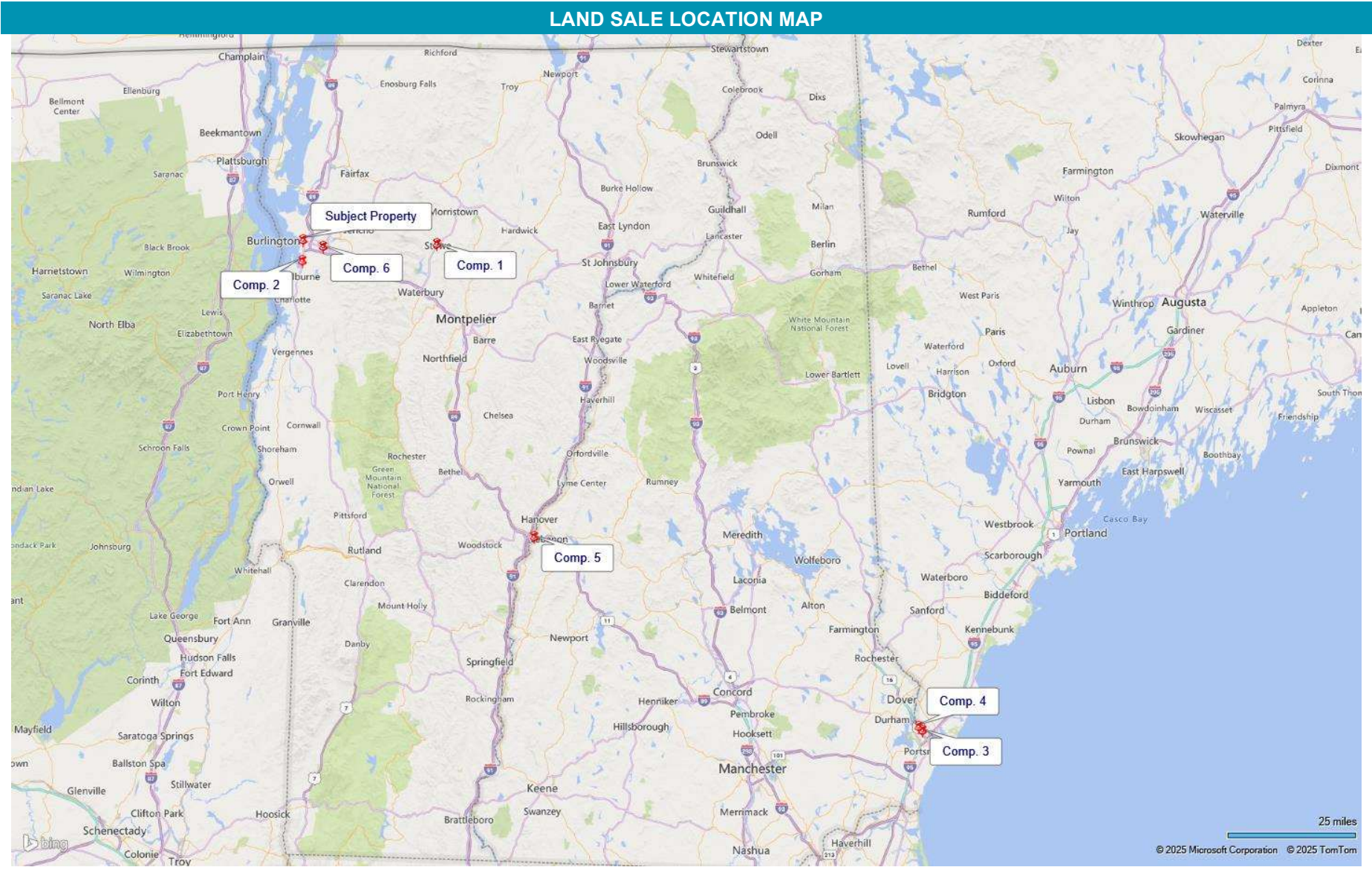
Compiled by Cushman & Wakefield of Massachusetts, LLC

(1) Market Conditions Adjustment Footnote

Compound annual change in market conditions: 0.00%
Date of Value (for adjustment calculations): 1/1/26

(2) Utility Footnote

Utility includes shape, access, frontage and visibility.



Discussion of Adjustments

Property Rights Conveyed

The property rights conveyed in a transaction typically have an impact on the sale price of a property. Acquiring the fee simple interest implies that the buyer is acquiring the full bundle of rights. Acquiring a leased fee interest typically means that the property being acquired is encumbered by at least one lease, which is a binding agreement transferring rights of use and occupancy to the tenant. A leasehold interest involves the acquisition of a lease, which conveys the rights to use and occupy the property to the buyer for a finite period of time. At the end of the lease term, there is typically no reversionary value to the leasehold interest. Since we are valuing the fee simple interest as reflected by each of the comparables, an adjustment for property rights is not required.

Conditions of Sale

Adjustments for conditions of sale usually reflect the motivations of the buyer and the seller. In many situations the conditions of sale may significantly affect transaction prices. All sales used in this analysis are considered to be "arms-length" market transactions between both knowledgeable buyers and sellers on the open market.

Financial Terms

The financial terms of a transaction can have an impact on the sale price of a property. A buyer who purchases an asset with favorable financing might pay a higher price, as the reduced cost of debt creates a favorable debt coverage ratio. A transaction involving above-market debt will typically involve a lower purchase price tied to the lower equity returns after debt service. We analyzed all of the transactions to account for atypical financing terms. To the best of our knowledge, all of the sales used in this analysis were accomplished with cash or market-oriented financing. Therefore, no adjustments were required.

Market Conditions

The sales that are included in this analysis occurred between July 2021 and September 2024, which were adjusted to the date of value using inflection points. A 5 percent annual market conditions adjustment was applied through June 2022. No adjustment was applied for sales that occurred after this date. Additionally, a one-time 5 percent negative adjustment was applied to all sales that occurred prior to June 2022, offset by the 5 percent annual market conditions adjustment, in order to account for the impact of increased interest rates on the commercial real estate market.

Location

An adjustment for location is required when the locational characteristics of a comparable property differ from those of the subject property. The subject is well located in a gateway location in Burlington. It offers good access to major employers and neighborhood amenities. We made a downward adjustment to those comparables considered superior in location compared to the subject. Conversely, upward adjustments were made to those comparables considered inferior.

- A negative adjustment was applied to Comparable 1 to account for the superior location. A positive adjustment was applied to Comparable 6 to account for the inferior location.

Size

The adjustment for size generally reflects the inverse relationship between unit price and lot size. Smaller lots tend to sell for higher unit prices than larger lots, and vice versa. Therefore, upward adjustments were made to larger land parcels, and downward adjustments were made to smaller land parcels.

- Negative adjustments were applied to Comparables 1, 2, 4, 5 and 6 to account for the smaller development size. A positive adjustment was applied to Comparable 3 to account for the larger development size.

Public Utilities

The availability of public utilities has a significant impact on the value of a property. Municipal utility providers often, but not always, provide utilities such as gas, water, electric, sewer, and telephone. It is therefore important to understand any differences that may exist in the availability of public utilities to the subject property and its comparables. All of the sales, like the subject, had full access to public utilities at the time of sale. Therefore, no adjustments were required.

Utility

The subject parcel is adequately shaped to accommodate a typical building. It has good access, good frontage and average visibility. Overall, it has been determined that the site has good utility. Adjustments were made where a comparable was considered to have superior or inferior utility.

Other

In some cases, other variables will have an impact on the price of a land transaction. Examples include soil or slope conditions, restrictive zoning, easements, wetlands or external influences. In our analysis of the comparables we found that no unusual conditions existed at the time of sale. As a result, no adjustments were required.

Conclusion of Site Value

The adjustments applied to the comparable sales in the Land Sale Adjustment Chart reflect what we determined is appropriate in the marketplace.

The comparable land sales reflect adjusted units values ranging from \$52.29 per square foot of potential building area to \$151.59 per square foot of potential building area with an average of \$87.35 per square foot of potential building area. We gave consideration to all of the comparables, while recognizing that only one of the sales was larger than the subject's commercial component and this represents the lower end of the range. Most of the sales were for substantially smaller developments, thus having lower lease-up, construction and market risk.

Therefore, we concluded that the indicated land value by the Sales Comparison Approach was:

LAND VALUE CONCLUSION COMMERCIAL COMPONENT		Price PSF
Indicated Value		\$70.00
SQFT Measure		x 44,000
Indicated Value		\$3,080,000
Fire Station Shell Contributory Value		\$532,129
Adjusted Total		\$3,612,129
Rounded to nearest \$25,000		\$3,600,000
\$/SF Basis		\$81.82
LAND VALUE CONCLUSION		\$3,600,000
\$/SF Basis		\$81.82

Compiled by Cushman & Wakefield of Massachusetts, LLC

We have added the contributory value of the fire station via the Cost Approach to the commercial land valuation conclusion given the fire house is contemplated for containing a portion of this commercial space. The valuation for

the firehouse valuation appears in the addenda. We note that it is recognized that the fire station upon termination of its current use would be considered a shell available for redevelopment. As such we have added the depreciated cost of the building to the value conclusion.

Given we are reporting a date of value as of January 1, 2026 we have applied an inflationary adjustment to the above conclusion in order to arrive at the prospective value indication as presented below.

PROSPECTIVE LAND VALUE CONCLUSION					
Prospective Land Values	Prospective Date	Market* Conditions	Prospective Land Value	Rounded	Price PSF
Prospective Value Upon Completion:	1/26	3.75%	\$3,747,584	\$3,750,000	\$85.23

** Forecast compound annual change in market conditions from the as is value date through prospective value date.*

Land Valuation – Hotel Component

We examined current offerings and analyzed prices buyers have recently paid for comparable sites. If the comparable was superior to the subject, a downward adjustment was made to the comparable sale. If inferior, an upward adjustment was made.

The most widely used and market-oriented unit of comparison for properties with characteristics similar to those of the subject is price per unit. All transactions used in this analysis are based on the most appropriate method used in the local market.

The major elements of comparison used to value the subject site include the property rights conveyed, the financial terms incorporated into the transaction, the conditions or motivations surrounding the sale, changes in market conditions since the sale, the location of the real estate, its utility and the physical characteristics of the property.

The comparables and our analysis are presented on the following pages. Comparable land sale data sheets are presented in the Addenda of this report.

Given the lack of hotel land sales in the immediate area regional sales were considered with appropriate adjustments made.

SUMMARY OF LAND SALES

PROPERTY INFORMATION					TRANSACTION INFORMATION					
No.	Location	Size (Acres)	No. Of Units	Zoning	Grantor	Grantee	Sale Date	Sale Price	\$/Unit	COMMENTS
S	Subject Property	2.08	128	FD5 Downtown Center - Form Based Code						
1	Everhome Suites 2074 Shattuck Way Newington, NH	7.84	106	O	Doloma Investment of Portsmouth, Inc.	EH Portsmouth LLC	11/23	\$1,600,000	\$15,094	The site is located on the Newington/Portsmouth, NH border across the street from the Fox Run Mall. The site is also located near several large employers including Tyco. Half the site contains wetlands. The project had been brought through approvals prior to purchase. The seller had previously gained approvals for a 95 room hotel.
2	165 Deer Street Portsmouth, NH	0.61	117	CD5	Foundry Place Hotel Owner LLC	Deer Street Hospitality LLC	2/23	\$3,250,000	\$27,778	This site was purchased by a hotel management company based out of Maryland. A five-story, 117-room Hyatt Place hotel is planned for the site along with a 51-space parking garage and a ground level cafe. The property is adjacent to a public parking garage for additional parking. The site was originally approved for a hotel in 2018. The buyer made modifications to the original approval.
3	385 Congress Street 385 Congress Street Portland, ME	0.63	156	Commercial	385 Congress LLC	Fathom Congress, LLC	2/23	\$6,000,000	\$38,462	The buyer will construct a 12-story, 156-room hotel that will also include nine condo units and 5,760 square feet of retail space. The site has approvals for 70 parking spaces as well. The location is in downtown Portland, ME at an intersection of Congress and Myrtle Streets. The buyer constructed the Press Hotel and Curio hotels also in downtown Portland.
4	115 Conz Street Northampton, MA	3.57	109	GB	Gazette Realty LLC	Rankin Holdings LLC	6/22	\$3,000,000	\$27,523	This property was purchased by a hotel developer. At the time of sale it was improved with the former Daily Hampshire Gazette building, a 46,738 square foot office and industrial building that would be demolished in order to accommodate the proposed improvements. The site is in an area with other hotels and is close to Bradley Airport.
STATISTICS										
Low		0.61	106				6/22	\$1,600,000	\$15,094	
High		7.84	156				11/23	\$6,000,000	\$38,462	
Average		3.16	122				2/23	\$3,462,500	\$27,214	

Compiled by Cushman & Wakefield of Massachusetts, LLC

LAND SALE ADJUSTMENT GRID

Economic Adjustments (Cumulative)							Property Characteristic Adjustments (Additive)						
No.	Price Per Unit	Property Rights Conveyed	Conditions of Sale	Financing	Market(1) Conditions	Per Unit Subtotal	Location	Size	Public Utilities	Utility(2)	Other	Adj. Price Per Unit	Overall
1	\$15,094 11/23	Fee Simple 0.0%	Arm's-Length 0.0%	None 0.0%	Similar 0.0%	\$15,094 0.0%	Inferior 10.0%	Similar 0.0%	Similar 0.0%	Similar 0.0%	Similar 0.0%	\$16,604 10.0%	Inferior
2	\$27,778 2/23	Fee Simple 0.0%	Arm's-Length 0.0%	None 0.0%	Similar 0.0%	\$27,778 0.0%	Superior -10.0%	Similar 0.0%	Similar 0.0%	Similar 0.0%	Similar 0.0%	\$25,000 -10.0%	Superior
3	\$38,462 2/23	Fee Simple 0.0%	Arm's-Length 0.0%	None 0.0%	Similar 0.0%	\$38,462 0.0%	Superior -10.0%	Similar 0.0%	Similar 0.0%	Similar 0.0%	Superior -10.0%	\$30,769 -20.0%	Superior
4	\$27,523 6/22	Fee Simple 0.0%	Arm's-Length 0.0%	None 0.0%	Similar 0.0%	\$27,523 0.0%	Similar 0.0%	Similar 0.0%	Similar 0.0%	Similar 0.0%	Inferior 15.0%	\$31,651 15.0%	Inferior
	\$15,094										Low -	\$16,604	
	\$38,462										High -	\$31,651	
	\$27,214										Average -	\$26,006	

Compiled by Cushman & Wakefield of Massachusetts, LLC

(1) Market Conditions Adjustment Footnote

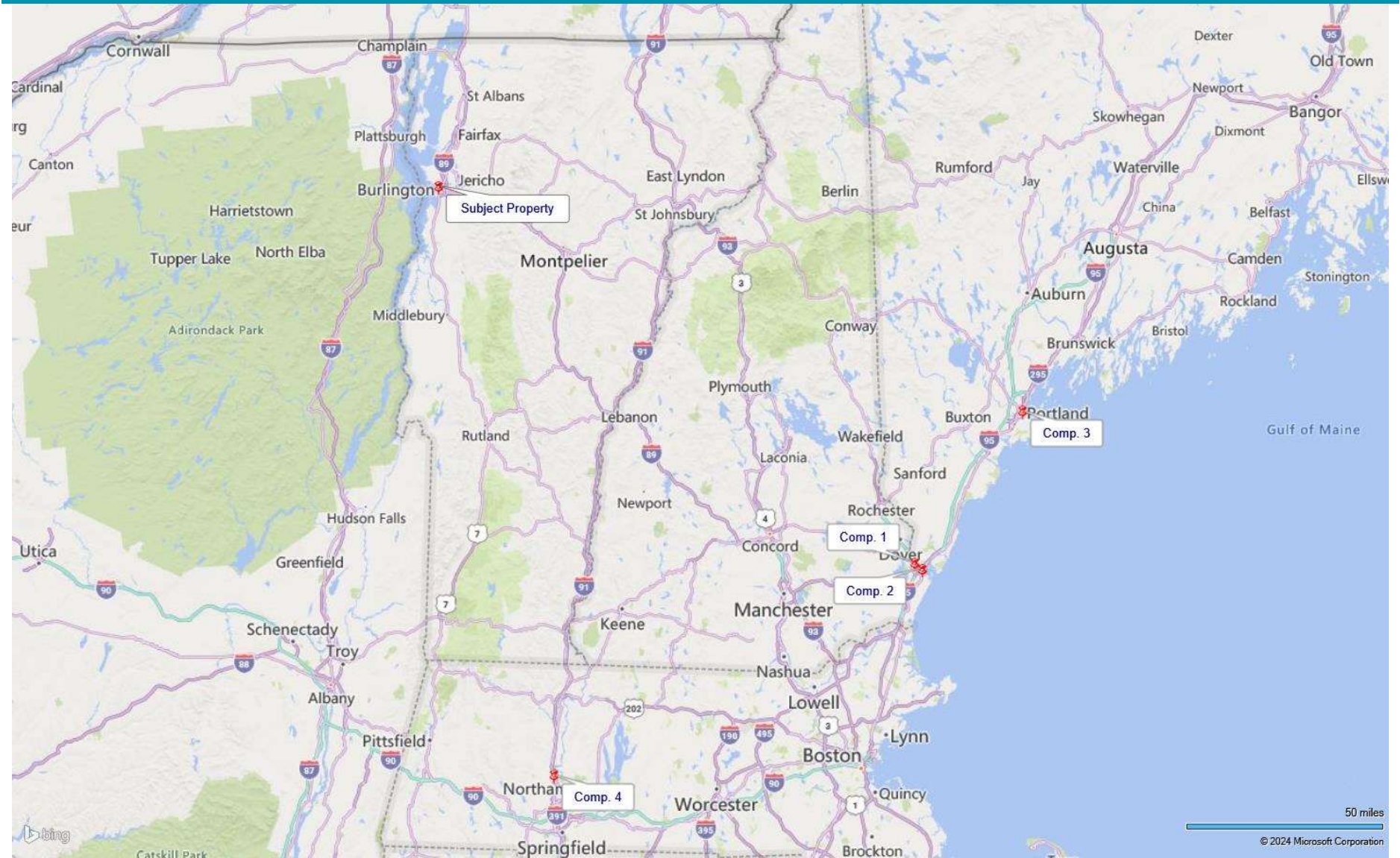
See Variable Growth Rate Assumptions Table

Date of Value (for adjustment calculations): 1/1/26

(2) Utility Footnote

Utility includes shape, access, frontage and visibility.

LAND SALE LOCATION MAP



Discussion of Adjustments

Property Rights Conveyed

The property rights conveyed in a transaction typically have an impact on the sale price of a property. Acquiring the fee simple interest implies that the buyer is acquiring the full bundle of rights. Acquiring a leased fee interest typically means that the property being acquired is encumbered by at least one lease, which is a binding agreement transferring rights of use and occupancy to the tenant. A leasehold interest involves the acquisition of a lease, which conveys the rights to use and occupy the property to the buyer for a finite period of time. At the end of the lease term, there is typically no reversionary value to the leasehold interest. Since we are valuing the fee simple interest as reflected by each of the comparables, an adjustment for property rights is not required.

Conditions of Sale

Adjustments for conditions of sale usually reflect the motivations of the buyer and the seller. In many situations the conditions of sale may significantly affect transaction prices. However, all sales used in this analysis are considered to be "arms-length" market transactions between both knowledgeable buyers and sellers on the open market. Therefore, no adjustments were required.

Financial Terms

The financial terms of a transaction can have an impact on the sale price of a property. A buyer who purchases an asset with favorable financing might pay a higher price, as the reduced cost of debt creates a favorable debt coverage ratio. A transaction involving above-market debt will typically involve a lower purchase price tied to the lower equity returns after debt service. We analyzed all of the transactions to account for atypical financing terms. To the best of our knowledge, all of the sales used in this analysis were accomplished with cash or market-oriented financing. Therefore, no adjustments were required.

Market Conditions

The sales that are included in this analysis occurred between June 2022 and November 2023. No adjustments were deemed necessary.

Location

An adjustment for location is required when the locational characteristics of a comparable property differ from those of the subject property. We made a downward adjustment to those comparables considered superior in location compared to the subject. Conversely, upward adjustments were made to those comparables considered inferior.

- A positive adjustment was applied to Comparable 1 to account for the inferior location. Negative adjustments were applied to Comparables 2 and 3 to account for the superior location.

Size

The adjustment for size generally reflects the inverse relationship between unit price and lot size. Smaller lots tend to sell for higher unit prices than larger lots, and vice versa. Therefore, upward adjustments were made to larger land parcels, and downward adjustments were made to smaller land parcels.

- No adjustments were deemed necessary in this regard.

Public Utilities

The availability of public utilities has a significant impact on the value of a property. Municipal utility providers often, but not always, provide utilities such as gas, water, electric, sewer, and telephone. It is therefore important to understand any differences that may exist in the availability of public utilities to the subject property and its

comparables. All of the sales, like the subject, had full access to public utilities at the time of sale. Therefore, no adjustments were required.

Utility

The subject parcel is adequately shaped to accommodate a typical building. It has good access, good frontage and average visibility. Overall, it has been determined that the site has good utility. Adjustments were made where a comparable was considered to have superior or inferior utility.

Other

In some cases, other variables will have an impact on the price of a land transaction. Examples include soil or slope conditions, restrictive zoning, easements, wetlands or external influences. In our analysis of the comparables we found that no unusual conditions existed at the time of sale.

- A negative adjustment was applied to Comparable 3 to account for the superior additional components associated with the proposed condominiums and retail space. A positive adjustment was applied to Comparable 4 to account for the cost of demolition of the existing improvements and the lack of approvals at the time of purchase.

Conclusion of Site Value

The adjustments applied to the comparable sales in the Land Sale Adjustment Chart reflect what we determined is appropriate in the marketplace.

The comparable land sales reflect adjustment unit values ranging from \$16,604 per unit to \$31,651 per unit, with an average of \$26,006 per unit.

We gave consideration to all of the comparables, with additional emphasis placed on Comparable 2 given the infill location and overall minimal net additive adjustments.

Therefore, we concluded that the indicated land value by the Sales Comparison Approach was:

HOTEL LAND VALUE CONCLUSION		Price Per Unit
Indicated Value		\$25,000
Unit Measure		x 128
Indicated Value		\$3,200,000
Rounded to nearest \$25,000		\$3,200,000
\$/Unit Basis		\$25,000
LAND VALUE CONCLUSION		\$3,200,000
\$/Unit Basis		\$25,000

Compiled by Cushman & Wakefield of Massachusetts, LLC

Given we are reporting a date of value as of January 1, 2026 we have applied an inflationary adjustment to the above conclusion in order to arrive at the prospective value indication as presented below.

PROSPECTIVE LAND VALUE CONCLUSION					
Prospective Land Values	Prospective Date	Market* Conditions	Prospective Land Value	Rounded	Price Per Unit
Prospective Value Upon Completion:	1/26	3.75%	\$3,320,000	\$3,325,000	\$25,977

* Forecast compound annual change in market conditions from the as is value date through prospective value date.

Reconciliation and Final Value Opinion

Valuation Methodology Review and Reconciliation

This appraisal employs the Sales Comparison Approach to establish the land value for each component. Based on our analysis and knowledge of the subject property type and relevant investor profiles, it is our opinion that these approaches would be considered applicable and/or necessary for market participants. We note that we employed the Cost Approach to account for the contributory value of the fire station to the subject property. The absence of the Income Capitalization Approach does not diminish the reliability of the analysis.

The approaches indicated the following:

FINAL VALUE RECONCILIATION	
	Hypothetical Prospective Market Value
Date of Value	January 1, 2026
Land Valuation - Multi-Family Component	
Land Value	\$3,750,000
Land Value Per Unit (145 units)	\$25,862
Land Valuation - Commercial Component (Including Fire House)	
Land Value	\$3,750,000
Land Value Per SF of Development Area	\$85.23
Land Valuation - Hotel Component	
Land Value	\$3,325,000
Land Value Per Unit (128 Keys)	\$25,977
Final Value Conclusion-Combined	\$10,825,000
<i>Compiled by Cushman & Wakefield of Massachusetts, LLC</i>	

We gave sole weight to the Sales Comparison Approach because this mirrors the methodology used by purchasers of this property type based on the information available at the time of appraisal.

Value Conclusion			
Appraisal Premise	Real Property Interest	Date of Value	Value Conclusion
Prospective Market Value	Fee Simple	January 1, 2026	\$10,825,000
<i>Compiled by Cushman & Wakefield of Massachusetts, LLC</i>			

Extraordinary Assumptions

For a definition of Extraordinary Assumptions please see the Glossary of Terms & Definitions. The use of extraordinary assumptions, if any, might have affected the assignment results.

The prospective market value estimate is based upon market participant attitudes and perceptions existing as of the effective date of our appraisal, and assumes the subject property is completed and/or achieves stabilization as of our prospective date. We assume no material change in the physical characteristics and condition of the subject property or in overall market conditions between the date of inspection and effective date of value, except for those identified within the report.

Hypothetical Conditions

For a definition of Hypothetical Conditions please see the Glossary of Terms & Definitions. The use of hypothetical conditions, if any, might have affected the assignment results.

This appraisal is prepared based on the hypothetical conditions related to the state and availability of the property. This appraisal assumes the property will be subdivided to separate the land parcel from the land necessary to support the Fletcher Library. This appraisal assumes as of the date of value that all improvements requiring demolition, excepting the fire house, have been demolished and are available for development. This appraisal assumes the fire house is vacant and available for redevelopment. This appraisal assumes all typical geotechnical conditions exist to allow the proposed development. This appraisal assumes all approvals are in place to allow for the proposed development. Should any of these conditions change it will impact our value conclusion.

Exposure Time and Marketing Time

Based on our review of national investor surveys, discussions with market participants and information gathered during the sales verification process, a reasonable exposure time for the subject property at the value concluded within this report would have been approximately nine-eleven (9-11) months. This assumes an active and professional marketing plan would have been employed by the current owner.

We believe, based on the assumptions employed in our analysis, as well as our selection of investment parameters for the subject, that our value conclusion represents a price achievable within nine-eleven (9-11) months.

Assumptions and Limiting Conditions

"Report" means the appraisal or consulting report and conclusions stated therein, to which these Assumptions and Limiting Conditions are annexed.

"Property" means the subject of the Report.

"Cushman & Wakefield" means Cushman & Wakefield, Inc. or its subsidiary that issued the Report.

"Appraiser(s)" means the employee(s) of Cushman & Wakefield who prepared and signed the Report.

The Report has been made subject to the following assumptions and limiting conditions:

- No opinion is intended to be expressed and no responsibility is assumed for the legal description or for any matters that are legal in nature or require legal expertise or specialized knowledge beyond that of a real estate appraiser. Title to the Property is assumed to be good and marketable and the Property is assumed to be free and clear of all liens unless otherwise stated. No survey of the Property was undertaken.
- The information contained in the Report or upon which the Report is based has been gathered from sources the Appraiser assumes to be reliable and accurate. The owner of the Property may have provided some of such information. Neither the Appraiser nor Cushman & Wakefield shall be responsible for the accuracy or completeness of such information, including the correctness of estimates, opinions, dimensions, sketches, exhibits and factual matters. Any authorized user of the Report is obligated to bring to the attention of Cushman & Wakefield any inaccuracies or errors that it believes are contained in the Report.
- The opinions are only as of the date stated in the Report. Changes since that date in external and market factors or in the Property itself can significantly affect the conclusions in the Report.
- The Report is to be used in whole and not in part. No part of the Report shall be used in conjunction with any other analyses. Publication of the Report or any portion thereof without the prior written consent of Cushman & Wakefield is prohibited. Reference to the Appraisal Institute or to the MAI designation is prohibited. Except as may be otherwise stated in the letter of engagement, the Report may not be used by any person(s) other than the party(ies) to whom it is addressed or for purposes other than that for which it was prepared. No part of the Report shall be conveyed to the public through advertising, or used in any sales, promotion, offering or SEC material without Cushman & Wakefield's prior written consent. Any authorized user(s) of this Report who provides a copy to, or permits reliance thereon by, any person or entity not authorized by Cushman & Wakefield in writing to use or rely thereon, hereby agrees to indemnify and hold Cushman & Wakefield, its affiliates and their respective shareholders, directors, officers and employees, harmless from and against all damages, expenses, claims and costs, including attorneys' fees, incurred in investigating and defending any claim arising from or in any way connected to the use of, or reliance upon, the Report by any such unauthorized person(s) or entity(ies).
- Except as may be otherwise stated in the letter of engagement, the Appraiser shall not be required to give testimony in any court or administrative proceeding relating to the Property or the Appraisal.
- The Report assumes (a) responsible ownership and competent management of the Property; (b) there are no hidden or unapparent conditions of the Property, subsoil or structures that render the Property more or less valuable (no responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them); (c) full compliance with all applicable federal, state and local zoning and environmental regulations and laws, unless noncompliance is stated, defined and considered in the Report; and (d) all required licenses, certificates of occupancy and other governmental consents have been or can be obtained and renewed for any use on which the value opinion contained in the Report is based.
- The physical condition of the improvements considered by the Report is based on visual inspection by the Appraiser or other person identified in the Report. Cushman & Wakefield assumes no responsibility for the soundness of structural components or for the condition of mechanical equipment, plumbing or electrical components.
- The forecasted potential gross income referred to in the Report may be based on lease summaries provided by the owner or third parties. The Report assumes no responsibility for the authenticity or completeness of lease information provided by others. Cushman & Wakefield recommends that legal advice be obtained regarding the interpretation of lease provisions and the contractual rights of parties.

- The forecasts of income and expenses are not predictions of the future. Rather, they are the Appraiser's best opinions of current market thinking on future income and expenses. The Appraiser and Cushman & Wakefield make no warranty or representation that these forecasts will materialize. The real estate market is constantly fluctuating and changing. It is not the Appraiser's task to predict or in any way warrant the conditions of a future real estate market; the Appraiser can only reflect what the investment community, as of the date of the Report, envisages for the future in terms of rental rates, expenses, and supply and demand.
- Unless otherwise stated in the Report, the existence of potentially hazardous or toxic materials that may have been used in the construction or maintenance of the improvements or may be located at or about the Property was not considered in arriving at the opinion of value. These materials (such as formaldehyde foam insulation, asbestos insulation and other potentially hazardous materials) may adversely affect the value of the Property. The Appraisers are not qualified to detect such substances. Cushman & Wakefield recommends that an environmental expert be employed to determine the impact of these matters on the opinion of value.
- Unless otherwise stated in the Report, compliance with the requirements of the Americans with Disabilities Act of 1990 (ADA) has not been considered in arriving at the opinion of value. Failure to comply with the requirements of the ADA may adversely affect the value of the Property. Cushman & Wakefield recommends that an expert in this field be employed to determine the compliance of the Property with the requirements of the ADA and the impact of these matters on the opinion of value.
- If the Report is submitted to a lender or investor with the prior approval of Cushman & Wakefield, such party should consider this Report as only one factor, together with its independent investment considerations and underwriting criteria, in its overall investment decision. Such lender or investor is specifically cautioned to understand all Extraordinary Assumptions and Hypothetical Conditions and the Assumptions and Limiting Conditions incorporated in this Report.
- In the event of a claim against Cushman & Wakefield or its affiliates or their respective officers or employees or the Appraisers in connection with or in any way relating to this Report or this engagement, the maximum damages recoverable shall be the amount of the monies actually collected by Cushman & Wakefield or its affiliates for this Report and under no circumstances shall any claim for consequential damages be made.
- If the Report is referred to or included in any offering material or prospectus, the Report shall be deemed referred to or included for informational purposes only and Cushman & Wakefield, its employees and the Appraiser have no liability to such recipients. Cushman & Wakefield disclaims any and all liability to any party other than the party that retained Cushman & Wakefield to prepare the Report.
- Unless otherwise noted, we were not given a soil report to review. However, we assume that the soil's load-bearing capacity is sufficient to support existing and/or proposed structure(s). We did not observe any evidence to the contrary during our physical inspection of the property. Drainage appears to be adequate.
- Unless otherwise noted, we were not given a title report to review. We do not know of any easements, encroachments, or restrictions that would adversely affect the site's use. However, we recommend a title search to determine whether any adverse conditions exist.
- Unless otherwise noted, we were not given a wetlands survey to review. If subsequent engineering data reveal the presence of regulated wetlands, it could materially affect property value. We recommend a wetlands survey by a professional engineer with expertise in this field.
- Unless otherwise noted, we observed no evidence of toxic or hazardous substances during our inspection of the site. However, we are not trained to perform technical environmental inspections and recommend the hiring of a professional engineer with expertise in this field.
- Unless otherwise noted, we did not inspect the roof nor did we make a detailed inspection of the mechanical systems. The appraisers are not qualified to render an opinion regarding the adequacy or condition of these components. The client is urged to retain an expert in this field if detailed information is needed.
- By use of this Report each party that uses this Report agrees to be bound by all of the Assumptions and Limiting Conditions, Hypothetical Conditions and Extraordinary Assumptions stated herein.

Certification

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- C&W has undertaken to complete this report without regard to race, color, religion, national origin, sex, marital status, or any other prohibited basis, and it is not intended to contain references that could be regarded as discriminatory.
- Brian C. Harris, MAI did make a personal inspection of the property that is the subject of this report.
- Brian C. Harris, MAI has not provided prior services, as an appraiser or in any other capacity, within the three-year period immediately preceding acceptance of this assignment.
- No one provided significant real property appraisal assistance to the persons signing this report.
- As of the date of this report, Brian C. Harris, MAI has completed the continuing education program for Designated Members of the Appraisal Institute.



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Addenda Contents

Addendum A:	Glossary of Terms & Definitions
Addendum B:	Engagement Letter
Addendum C:	Fire Station Contributory Value
Addendum D:	Comparable Land Sale Data Sheets
Addendum E:	Qualifications of the Appraiser

Addendum A:

Glossary of Terms & Definitions

The following definitions of pertinent terms are taken from *The Dictionary of Real Estate Appraisal*, Sixth Edition (2015), published by the Appraisal Institute, Chicago, IL, as well as other sources.

As Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date. (Proposed Interagency Appraisal and Evaluation Guidelines, OCC-4810-33-P 20%)

Band of Investment

A technique in which the capitalization rates attributable to components of a capital investment are weighted and combined to derive a weighted-average rate attributable to the total investment.

Cash Equivalency

An analytical process in which the sale price of a transaction with nonmarket financing or financing with unusual conditions or incentives is converted into a price expressed in terms of cash.

Depreciation

1. In appraising, a loss in property value from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the market value of the improvement on the same date. 2. In accounting, an allowance made against the loss in value of an asset for a defined purpose and computed using a specified method.

Disposition Value

The most probable price that a specified interest in real property is likely to bring under all of the following conditions:

- Consummation of a sale will occur within a limited future marketing period specified by the client.
- The actual market conditions currently prevailing are those to which the appraised property interest is subject.
- The buyer and seller is each acting prudently and knowledgeably.
- The seller is under compulsion to sell.
- The buyer is typically motivated.
- Both parties are acting in what they consider their best interest.
- An adequate marketing effort will be made in the limited time allowed for the completion of a sale.
- Payment will be made in cash in U.S. dollars or in terms of financial arrangements comparable thereto.
- The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Note that this definition differs from the definition of market value. The most notable difference relates to the motivation of the seller. In the case of Disposition value, the seller would be acting under compulsion within a limited future marketing period.

Ellwood Formula

A yield capitalization method that provides a formulaic solution for developing a capitalization rate for various combinations of equity yields and mortgage terms. The formula is applicable only to properties with stable or stabilized income streams and properties with income streams expected to change according to the J- or K-factor pattern. The formula is

$$RO = [YE - M(YE + P \cdot 1/S \cdot n - RM) - \Delta O \cdot 1/S \cdot n] / [1 + \Delta I \cdot J]$$

where

RO = Overall Capitalization Rate

YE = Equity Yield Rate

M = Loan-to-Value Ratio

P = Percentage of Loan Paid Off

1/S · n = Sinking Fund Factor at the Equity Yield Rate

RM = Mortgage Capitalization Rate

ΔO = Change in Total Property Value

ΔI = Total Ratio Change in Income

J = J Factor

Also called mortgage-equity formula.

Exposure Time

1. The time a property remains on the market. 2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. See also marketing time.

Extraordinary Assumption

An assignment-specific assumption, as of the effective date regarding uncertain information used in an analysis, which, if found to be false, could alter the appraiser's opinions or conclusions.

Comment: Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis.

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Highest and Best Use

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

Highest and Best Use of Property as Improved

The use that should be made of a property as it exists. An existing improvement should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one.

Hypothetical Conditions

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

Insurable Replacement Cost/Insurable Value

A type of value for insurance purposes.

Intended Use

The use or uses of an appraiser's reported appraisal, appraisal review, or appraisal consulting assignment opinions and conclusions, as identified by the appraiser based on communication with the client at the time of the assignment.

Intended User

The client and any other party as identified, by name or type, as users of the appraisal, appraisal review, or appraisal consulting report by the appraiser on the basis of communication with the client at the time of the assignment.

Leased Fee Interest

A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e., a lease).

Leasehold Interest

The tenant's possessory interest created by a lease. See also negative leasehold; positive leasehold.

Liquidation Value

The most probable price that a specified interest in real property is likely to bring under all of the following conditions:

- Consummation of a sale will occur within a severely limited future marketing period specified by the client.
- The actual market conditions currently prevailing are those to which the appraised property interest is subject.
- The buyer is acting prudently and knowledgeably.
- The seller is under extreme compulsion to sell.
- The buyer is typically motivated.
- The buyer is acting in what he or she considers his or her best interest.
- A limited marketing effort and time will be allowed for the completion of a sale.
- Payment will be made in cash in U.S. dollars or in terms of financial arrangements comparable thereto.
- The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Note that this definition differs from the definition of market value. The most notable difference relates to the motivation of the seller. Under market value, the seller would be acting in his or her own best interests. The seller would be acting prudently and knowledgeably, assuming the price is not affected by undue stimulus or atypical motivation. In the case of liquidation value, the seller would be acting under extreme compulsion within a severely limited future marketing period.

Market Rent

The most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the lease agreement, including permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs).

Market Value

As defined in the Agencies' appraisal regulations, the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus.

Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.¹

Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time.) See also exposure time.

Mortgage-Equity Analysis

Capitalization and investment analysis procedures that recognize how mortgage terms and equity requirements affect the value of income-producing property.

Prospective Opinion of Value

A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy.

Prospective Value upon Reaching Stabilized Occupancy

The value of a property as of a point in time when all improvements have been physically constructed and the property has been leased to its optimum level of long-term occupancy. At such point, all capital outlays for tenant improvements, leasing commissions, marketing costs and other carrying charges are assumed to have been incurred.

¹ "Interagency Appraisal and Evaluation Guidelines." Federal Register 75:237 (December 10, 2010) p. 77472.

Special, Unusual, or Extraordinary Assumptions

Before completing the acquisition of a property, a prudent purchaser in the market typically exercises due diligence by making customary enquiries about the property. It is normal for a Valuer to make assumptions as to the most likely outcome of this due diligence process and to rely on actual information regarding such matters as provided by the client. Special, unusual, or extraordinary assumptions may be any additional assumptions relating to matters covered in the due diligence process, or may relate to other issues, such as the identity of the purchaser, the physical state of the property, the presence of environmental pollutants (e.g., ground water contamination), or the ability to redevelop the property.

Addendum B: Engagement Letter

Brian C. Harris, MAI
Senior Director



September 9, 2024

Memorial Block, LLC
C/O Eric Farrell
~~Owner and Developer~~
~~FARRELL PROPERTIES~~
351 North Avenue
Burlington, VT 05401

Re: **Memorial Block**
250 Main Street
Burlington, VT 05401

Dear Memorial Block, LLC C/O Mr. Farrell:

Thank you for requesting our proposal for appraisal services. This proposal letter will become, upon your acceptance, our letter of engagement to provide the services outlined herein.

TERMS OF ENGAGEMENT

I. PROBLEM IDENTIFICATION

The Parties to This Agreement:	Cushman & Wakefield of Massachusetts, LLC ("C&W") and MEMORIAL BLOCK, LLC (the "Client").
Intended Users:	The appraisal will be prepared for the Client with additional named intended users including EF Farrell, LLC, Larkin Realty and the City of Burlington and is intended only for the use specified below. The Client agrees that there are no other Intended Users.
Intended Use:	Internal use to assist with establishing the consideration related to transfer of parcels for potential redevelopment.
Type of Opinion and Rights Appraised:	Market value of the Fee Simple Interest.
Date of Value:	January 1, 2026

Subject of the Assignment and Relevant Characteristics:	The property to be appraised is a collection of parcels, collectively known as the Memorial Block. The property consists of the block bound by Main Street, South Winooski Street, College Street and South Union Street, but excluding the College Street Congressional Church and the Fletcher Free Library and associated land, yet to be delineated. The appraisal will look at the value of the property in its entirety for potential
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redevelopment in accordance with the proposed development plan.

Assignment Conditions:

The assignment is based upon the following assignment conditions:

The property is approved for development with the following uses:

- **Development Program Assumption**

Residential Units	150
Hotel Rooms	130
Commercial (SF)	12,000
Indoor Flex/ Civic (SF)	30,000
Outdoor Flex/ Civic (SF)	10,000
Rooftop Civic (SF)	6,000
Firestation Repurpose (SF)	5,568
Parking Spaces	399
- That the library has been subdivided off from the larger city owned parcel
- That the fire station is available for redevelopment, but the structure must be preserved
- All, or a portion of, Memorial Auditorium is approved for demolition.
- All permits are in place
- Deductions are made for atypical sub-surface costs

II. ANTICIPATED SCOPE OF WORK

USPAP Compliance: C&W will develop an appraisal in accordance with USPAP and the Code of Ethics and Certification Standards of the Appraisal Institute.

General Scope of Work:

- Property Inspection to the extent necessary to adequately identify the real estate
- Research relevant market data, in terms of quantity, quality, and geographic comparability, to the extent necessary to produce credible appraisal results
- Consider and develop those approaches relevant and applicable to the appraisal problem.

September 6, 2024

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III. REPORTING AND DISCLOSURE

Scope of Work Disclosure: The actual Scope of Work will be reported within the report.

Reporting Option: The appraisal will be communicated in an Appraisal Report.

IV. FEE, EXPENSES AND OTHER TERMS OF ENGAGEMENT

Fee: All invoices are due and payable within 30 days of the invoice date. The Client shall be solely responsible for C&W's fees and expenses hereunder. Acknowledgement of this obligation is made by the countersignature to this agreement by an authorized representative of the Client.

Additional Expenses: Fee quoted is inclusive of expenses related to the preparation of the report.

Retainer: A retainer of 50% is required for this assignment in order to commence work.

Report Copies: The final report will be delivered in electronic format.

Start Date: The appraisal process will initiate upon receipt of signed agreement, applicable retainer, and the receipt of the property-specific data.

Acceptance Date: This proposal is subject to withdrawal if the engagement letter is not executed by the Client within four (4) business days.

Final Report Delivery: Within 25 business days of receipt of your written authorization to proceed, assuming prompt receipt of necessary property information. Payment of the fee shall be due and payable upon delivery of the report.

Changes to Agreement: The identity of the Client, Intended User(s) identified herein, or Intended Use identified herein; the date of value; type of value or interest appraised; or property appraised cannot be changed without a new agreement.

Prior Services Disclosure: USPAP requires disclosure of prior services performed by the individual appraiser within the three years prior to this assignment. The undersigned appraiser has not provided prior services within the designated time frame.

Future Marketing Disclosure: Unless otherwise directed, at the conclusion of this engagement, we may disclose that we have appraised the subject property in future marketing documents and materials.

Conflicts of Interest: C&W adheres to a strict internal conflict of interest policy. If we discover in the preparation of our appraisal a conflict with this assignment we reserve the right to withdraw from the assignment without penalty.

Cancellation of Engagement: Client may cancel this agreement at any time prior to C&W's

Memorial Block, LLC

C/O Eric Farrell

September 6, 2024

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delivery of the appraisal report upon written notification to C&W. Client shall pay C&W for work completed on the assignment prior to C&W's receipt of written cancellation notice, unless otherwise agreed upon by C&W and Client in writing.

Withdrawal of Appraiser Prior to Completion of Assignment:

C&W may withdraw without penalty or liability from the assignment(s) contemplated under this agreement before completion or reporting of the appraisal in the event that C&W determines, at C&W's sole discretion, that insufficient information was provided to C&W prior to the engagement, that Client or other parties have not or cannot provide C&W with documentation or information necessary to C&W's analysis or reporting, that conditions of the subject property render the original scope of work in appropriate, that appraiser becomes aware that he or she lacks the competency needed for the assignment with the meaning of applicable professional standards, that a conflict of interest has arisen, or that the Client has not complied with its payment obligations under this agreement. C&W shall notify the Client of such withdrawal in writing.

Further Conditions of Engagement:

The Conditions of Engagement attached hereto are incorporated herein and are part of this letter of engagement.

Thank you for calling on us to render these services and we look forward to working with you.

Sincerely,

CUSHMAN & WAKEFIELD OF MASSACHUSETTS, LLC.



Brian C. Harris, MAI
Senior Director
cc:

**AGREED:
CLIENT: COMPANY**

By:



Date:

9/9/24

Name

Title:

MEMBER

Title

EFARRELL@FARRELLPROPERTIESVT.COM

E-mail Address:

~~EFARRELL@FARRELLPROPERTIESVT.COM~~

Phone Number:

(802) 343-7055

CONDITIONS OF ENGAGEMENT

- 1) Each Intended User identified herein should consider the appraisal as only one factor together with its independent investment considerations and underwriting criteria in its overall investment decision. The appraisal cannot be used by any party or for any purpose other than the Intended User(s) identified herein for the Intended Use described herein.
- 2) Unless identified expressly in this agreement, there are no third-party beneficiaries of agreement pertaining to the appraisal, and no other person or entity shall have any right, benefit or interest under such agreement. The identification of a party as an intended user of the appraisal does not mean that the party is a third-party beneficiary of the agreement.
- 3) The appraisal report will be subject to our standard Assumptions and Limiting Conditions, which will be incorporated into the appraisal. All users of the appraisal report are specifically cautioned to understand the standard Assumptions and Limiting Conditions as well as any Extraordinary Assumptions and Hypothetical Conditions which may be employed by the appraiser and incorporated into the appraisal.
- 4) C&W shall have the right to utilize its affiliates in the performance of its services, provided that they comply with the obligations of C&W pursuant to this engagement.
- 5) The appraisal report or our name may not be used in any offering memoranda or other investment material without the prior written consent of C&W, which may be given at the sole discretion of C&W. Any such consent, if given, shall be conditioned upon our receipt of an indemnification agreement from a party satisfactory to us and in a form satisfactory to us. Furthermore, Client agrees to pay the fees of C&W's legal counsel for the review of the material which is the subject of the requested consent. C&W disclaims any and all liability with regard to the appraisal prepared pursuant to the engagement to any party other than the Intended User(s). Under no circumstances will C&W consent to the quote, reference or inclusion of the appraisal in connection with crowd funding activities. Further, crowd funding investors are specifically excluded from any class of Intended Users.
- 6) In the event the Client provides a copy of the appraisal to, or permits reliance thereon by, any party not identified herein as an Intended User, Client hereby agrees to indemnify and hold C&W, its affiliates and the respective shareholders, directors, officers and employees, harmless from and against all damages, expenses, claims and costs, including attorneys' fees, incurred in investigating and defending any claim arising from or in any way connected to the use of, or reliance upon, the appraisal by any such party.
- 7) The balance of the fee for the appraisal will be due upon delivery of a report. Payment of the fee is not contingent on the appraised value, a loan closing, or any other prearranged condition. Additional fees will be charged on an hourly basis for any work, which exceeds the scope of this proposal, including performing additional valuation scenarios, additional research and conference calls or meetings with any party, which exceed the time allotted by C&W for an assignment of this nature. If we are requested to stop working on this assignment, for any reason, prior to our completion of the appraisal, C&W will be entitled to bill the Client for the time expended to date at C&W's hourly rates for the personnel involved.
- 8) If C&W or any of its affiliates or any of their respective employees receives a subpoena or other judicial command to produce documents or to provide testimony involving this assignment in connection with a lawsuit or proceeding, C&W will use reasonable efforts to notify the Client of our receipt of same. However, if C&W or any of its affiliates are not a party to these proceedings, Client agrees to compensate C&W or its affiliate for the professional time and reimburse C&W or its affiliate for the actual expense that it incurs in responding to any such subpoena or judicial command, including attorneys' fees, if any, as they are incurred. C&W or its affiliate will be compensated at the then prevailing hourly rates of the personnel responding to the subpoena or command for testimony.
- 9) By signing this agreement Client expressly agrees that its sole and exclusive remedy for any and all losses or damages relating to this agreement or the appraisal shall be limited to the amount of the appraisal fee paid by the Client. In the event that the Client, or any other party entitled to do so, makes a claim against C&W or any of its affiliates or any of their respective officers or employees in connection with or in any way relating to this engagement or the appraisal, the maximum damages recoverable from C&W or any of its affiliates or their respective officers or employees shall be the amount of the monies actually collected by C&W or any of its affiliates for this assignment and under no circumstances shall any claim for consequential, indirect, special, punitive or liquidated damages be made.
- 10) C&W disclaims any and all liability to any party with regard to the appraisal report other than an Intended User identified herein.
- 11) The fees and expenses shall be due C&W as agreed in this letter. If it becomes necessary to place collection of the fees and expenses due C&W in the hands of a collection agent and/or an attorney (whether or not a legal action is filed) Client agrees to pay all fees and expenses including attorneys' fees incurred by C&W in connection with the collection or attempted collection thereof.
- 12) Unless the time period is shorter under applicable law, any legal action or claim relating to the appraisal or this agreement shall be filed in court (or in the applicable arbitration tribunal, if the parties to the dispute have executed an arbitration agreement) within two (2) years from the date of delivery to

Client of the appraisal report to which the claims or causes of action relate or, in the case of acts or conduct after delivery of the report, two (2) years from the date of the alleged acts or conduct. The time period stated in this section shall not be extended by any delay in the discovery or accrual of the underlying claims, causes of action or damages. The time period stated in this section shall apply to all non-criminal claims or causes of action of any type.

terminate this agreement and take such other actions as are permitted or required to be taken under law or in equity.

- 13) Notwithstanding that C&W may comment on, analyze or assume certain conditions in the appraisal, C&W shall have no monetary liability or responsibility for alleged claims or damages pertaining to: (a) title defects, liens or encumbrances affecting the property; (b) the property's compliance with local, state or federal zoning, planning, building, disability access and environmental laws, regulations and standards; (c) building permits and planning approvals for improvements on the property; (d) structural or mechanical soundness or safety; (e) contamination, mold, pollution, storage tanks, animal infestations and other hazardous conditions affecting the property; and (f) other conditions and matters for which licensed real estate appraisers are not customarily deemed to have professional expertise.
- 14) Legal claims or causes of action relating to the appraisal or this agreement are not assignable, except: (i) as the result of a merger, consolidation, sale or purchase of a legal entity, (ii) with regard to the collection of a bona fide existing debt for services but then only to the extent of the total compensation for the appraisal plus reasonable interest, or (iii) in the case of an appraisal performed in connection with the origination of a mortgage loan, as part of the transfer or sale of the mortgage before an event of default on the mortgage or note or its legal equivalent.
- 15) Each party represents and warrants to the other that it, and all persons and entities owning (directly or indirectly) an ownership interest in it: (a) are not, and will not become, a person or entity with whom a party is prohibited from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order or other governmental action; and (b) are not knowingly engaged in, and will not knowingly engage in, any dealings or transactions or be otherwise associated with such persons or entities described in clause (a) above.
- 16) Each party represents and warrants to the other that it (and any party acting on its behalf) has not, in order to enter into this agreement, offered, promised, authorized or made any payments or transfers of anything of value which have the purpose or effect of public or commercial bribery, kickbacks or other unlawful or improper means of doing business ("Prohibited Activity") and will not engage in Prohibited Activity during the term of this agreement. In the event of any violation of this section, the non-offending party shall be entitled to immediately

Addendum C: Fire Station Contributory Value

Cost Approach – Contributory Value of Fire House

Methodology

The Cost Approach is based on the proposition that an informed purchaser would pay no more for the subject than the cost to produce a substitute property with equivalent utility. In the Cost Approach, the appraiser forms an opinion of the cost of all improvements, depreciating them to reflect any value loss from physical, functional and external causes. Land value, entrepreneurial incentive and depreciated improvement costs are then typically added, resulting in an opinion of value for the subject property. Given we are valuing the land value separately we have not added the land value to the conclusion herein.

Replacement Cost New

The Marshall Valuation Service is used to determine the replacement cost of the subject building. These costs include labor, materials, supervision, contractor's profit and overhead, architect's plans and specifications, sales taxes and insurance. Base costs are provided by the Marshall and Swift (M&S) Square Foot Commercial Methodology. These costs are refined, if applicable, for differences in heating/cooling costs, and the presence of sprinklers and elevators. The refined base costs are then further adjusted, if applicable, to account for building height, interior wall height, building perimeter, current costs, location variations, and prospective value multipliers. Beyond the base building costs, specialty components or site improvements are provided by the segregated cost sections of the M&S Commercial Cost Explorer.

Indirect Costs

Indirect costs (soft costs) not included in our Base Costs are developer overhead, property taxes, permanent loan fees, legal costs, developer fees, contingencies, and lease-up and marketing costs.

An average property in the subject market requires an allowance for indirect costs of between 5.0 and 10.0 percent of Base Costs. We estimated indirect costs at 5.0 percent for the Building Improvements (Structures) and 5.0 percent for the Site Improvements in our analysis.

Entrepreneurial Incentive

Typically, an allowance for entrepreneurial incentive would be added when preparing the cost approach. This allowance provides a prospective developer with the incentive to develop a property, especially one of a speculative nature. Given the owner occupied nature of the building we concluded to an incentive of 10.0 percent in our analysis.

Depreciation

There are several methods for capturing the loss in value attributable to depreciation: The market extraction method, the age-life method, and the breakdown method. Our Cost Approach utilizes the fundamental components of the age-life method. In some situations, the impact of certain items of depreciation on value is known or is easily estimated. In the most common variation of the age-life method the cost to cure certain curable items (physical and functional) is known and can be deducted before the age-life ratio is applied; a process that mirrors what typical purchasers consider as part of the investment decision. Once processed, incurable items (physical and functional) can be estimated via the age-life ratio. In situations where External Obsolescence is present it, too, can be analyzed either as a residual to the market value conclusion or via an estimate of capitalized rent loss attributable to the external condition.

Physical Deterioration

Curable physical deterioration is generally associated with individual short-lived items such as paint, floor and roof covers, hot-water heaters, etc., requiring periodic replacement or renewal, or modification continuously over the normal life span of the improvement. Our calculation of Physical Curable Deterioration is based upon observable components, owner's proposed capital expenditures, and our own estimates of replacement costs where appropriate.

Incurable physical deterioration is generally associated with the residual group of long-lived items such as floor and roof structures, mechanical supply systems and foundations. Such basic structural items are not normally replaced in a typical maintenance program and are usually incurable except through major reconstruction. Physical Incurable Obsolescence will be calculated using a modified age-life method.

Functional Obsolescence

According to the *Appraisal Institute*, functional obsolescence can be caused by changes in market conditions that have made some aspect of a structure, material or design obsolete by current market standards. Functional obsolescence may also be curable or incurable.

To be curable, the cost to correct the deficiency must be equal to or less than the anticipated increase in value. There are three subcategories of curable functional obsolescence: (1) deficiency requiring addition, (2) deficiency requiring substitution and (3) superadequacy. A deficiency requiring addition is measured by how much the cost of the addition exceeds the cost of the item if it were installed new during construction. A deficiency requiring substitution is measured as the cost of the existing component less physical deterioration already charged against the component and salvage value, plus the cost to remove the existing component and the added cost of installation. A superadequacy is measured as the current reproduction cost of the item minus any physical deterioration already charged plus the cost of removal, less the salvage value. A superadequacy is curable if correcting it on the date of the appraisal is economically feasible.

The subject improvements were constructed using modern materials and techniques. Furthermore, the design and layout of the property are consistent with current market standards. Our estimate of functional curable obsolescence, if applicable, is presented later in this section.

To the extent Functional Incurable Obsolescence exists, it is treated using methods prescribed by the Appraisal Institute.

External Obsolescence

External obsolescence is the adverse effect on value resulting from influences outside the property. External obsolescence may be the result of lagging rental rates, high inflation, excessive construction costs, access to highways, the lack of an adequate labor force, changing land use patterns and market conditions, or proximity to an objectionable use or condition.

Based on a review of the location of the subject as well as local market conditions, no external obsolescence is applied.

Replacement Cost New (Structures)

A breakdown of each building component is presented by the following table. A separate analysis of each component allows for a consideration of the unique cost differences of each component. The following table summarizes the replacement cost new of the building improvements (structures).

COST APPROACH SUMMARY

IMPROVEMENTS (STRUCTURES)				
DESCRIPTION	Fire House Second Floor	Fire House	Fire House First Floor	
Marshall & Swift - Improvement	Basements - Industrial	Buildings	Light Industrial /	
Type	Shell Office Building		Warehouse Shell	
Construction Class	C	C	C	
Quality of Construction	Average	Average	Average	
Marshall & Swift - Section	Section 15	Section 14	Section 14	
Marshall & Swift - Page	Page 35	Page 18	Page 35	
Date	Nov-23	Feb-24	Feb-24	
Number of Stories	1	1	1	
Base SF Cost	\$85.00	\$45.00	\$51.00	
SQUARE FOOT REFINEMENTS				
HVAC Refinements	\$0.00	\$0.00	\$0.00	
Sprinklers	\$0.00	\$0.00	\$0.00	
Elevators	\$0.00	\$0.00	\$0.00	
Adjusted Base Cost	\$85.00	\$45.00	\$51.00	
HEIGHT AND SIZE REFINEMENTS				
Number of Stories	1.000	1.000	1.000	
Height Per Story	1.000	1.000	1.000	
Perimeter	1.060	1.060	1.060	
Adjusted Base Cost	\$90.10	\$47.70	\$54.06	
FINAL CALCULATIONS				
Current Cost Multiplier	1.040	1.030	1.030	
Local Area Multiplier	1.030	1.030	1.030	
Prospective Multiplier	1.038	1.038	1.038	
Adjusted SF Cost	\$100.13	\$52.50	\$59.50	
TIMES: SF for Replacement Cost Purposes	5,568	5,008	5,568	
Adjusted Cost	\$557,549	\$262,933	\$331,313	
PLUS: Indirect Costs	5.0%	\$27,877	\$13,147	\$16,566
Adjusted Cost		\$585,426	\$276,080	\$347,878
PLUS: Entrepreneurial Profit (Structures)	10.0%	\$58,543	\$27,608	\$34,788
Replacement Cost New (RCN)		\$643,969	\$303,688	\$382,666
REPLACEMENT COST SUMMARY (STRUCTURES)				
Total Adjusted Costs				\$1,151,794
PLUS: Total Indirect Costs				\$57,590
PLUS: Total Entrepreneurial Profit (Structures)				\$120,938
Total RCN				\$1,330,322
<i>Total includes all component / building costs as detailed above</i>				

Depreciation (Structures)

As previously discussed, our analysis of depreciation reflects physical and functional curable prior to consideration of physical and functional incurable items, which are treated as components of the modified age-life method. If applicable, economic obsolescence is independently estimated and deducted. To allow for any variances in the age/condition of individual building components, a separate depreciation analysis was applied to each. The following table summarizes the depreciated value of improvements (structures).

COST APPROACH SUMMARY				
DEPRECIATION ANALYSIS (STRUCTURES)				
DESCRIPTION	Fire House Second Floor	Fire House	Fire House First Floor	
RCN	\$643,969	\$303,688	\$382,666	
LESS: Physical Curable	\$0	\$0	\$0	
LESS: Functional Curable	\$0	\$0	\$0	
Adjusted RCN	\$643,969	\$303,688	\$382,666	
Age/Life Analysis				
Year Built	1926	1926	1926	
Actual Age (Years)	98	98	98	
Economic Life (Years)	50	50	50	
Effective Age (Years)	30	30	30	
Remaining Economic Life (Years)	20	20	20	
Percent Depreciated	60.00%	60.00%	60.00%	
Age/Life Depreciation (% of Adjusted RCN)	\$386,381	\$182,213	\$229,600	
Adjusted RCN	\$643,969	\$303,688	\$382,666	
LESS: Age/Life Depreciation	(\$386,381)	(\$182,213)	(\$229,600)	
Adjusted RCN	\$257,587	\$121,475	\$153,066	
LESS: Functional Incurable	\$0	\$0	\$0	
Adjusted RCN	\$257,587	\$121,475	\$153,066	
LESS: Economic Obsolescence (External)	0.0%	\$0	\$0	
Depreciated RCN	\$257,587	\$121,475	\$153,066	
Depreciation Subtotal	(\$386,381)	(\$182,213)	(\$229,600)	
DEPRECIATION SUMMARY (STRUCTURES)				
Total RCN				\$1,330,322
LESS: Total Depreciation - Physical Curable				\$0
LESS: Total Depreciation - Functional Curable				\$0
LESS: Total Depreciation - Age/Life				(\$798,193)
LESS: Total Depreciation - Functional Incurable				\$0
LESS: Total Depreciation - Economic Obsolescence (External)				\$0
Total Depreciated Value of Improvements				\$532,129
<i>Total includes all component / building costs as detailed above</i>				

Conclusion

As a culmination to the Cost Approach, we reiterate the conclusions from each portion of this analysis. Please refer to the following table for our Cost Approach summary.

COST APPROACH VALUE SUMMARY		
MARKET VALUE TYPE		Prospective Market Value
COST SOURCE		Marshall & Swift (Commercial Cost Explorer)
IMPROVEMENTS (Structures)		
Adjusted Costs		\$1,151,794
PLUS: Indirect Costs		\$57,590
PLUS: Entrepreneurial Profit		\$120,938
LESS: Total Depreciation		<u>(\$798,193)</u>
TOTAL DEPRECIATED VALUE OF IMPROVEMENTS (Structures)		\$532,129
SUMMARY (ALL IMPROVEMENTS)		
Adjusted Costs/Cost New		\$1,151,794
PLUS: Total Indirect Costs		\$57,590
PLUS: Total Entrepreneurial Profit		<u>\$120,938</u>
TOTAL REPLACEMENT COST NEW		\$1,330,322
LESS: Total Depreciation		<u>(\$798,193)</u>
TOTAL DEPRECIATED VALUE OF IMPROVEMENTS		\$532,129
TOTAL DEPRECIATED VALUE OF IMPROVEMENTS		
PLUS: Land Value (Primary Site)		Addressed separately
INDICATED VALUE BY THE COST APPROACH		\$532,129
Rounded to the Nearest	\$25,000	\$525,000

Addendum D: Comparable Land Sale Data Sheets



Address:	2300 Saint George Road
City, State, Zip:	Williston VT 05495
Jurisdiction:	Chittenden County
MSA:	Burlington
Submarket:	
Property Type:	Land
Property Subtype:	Residential (Multi-Family) For Rent
Classification:	N/A
ID:	795811
Tax Number(s):	N/A

PROPERTY INFORMATION

Site Area (Acres):	0.7300	Public Utilities:	All Available
Site Area (Sq.Ft.):	31,799	Electricity:	Yes
Zoning:	Tafts Corner Form Based Code	Water:	Yes
Utility:	Good	Sewer:	Yes
Access:	Good	Gas:	N/A
Frontage:	Good	Proposed Use:	N/A
Visibility:	Good	Maximum FAR:	N/A
Shape:	Irregular	Potential Building Area:	N/A
Topography:	Level	Potential Units:	72
Entitlements:	No		

SALE INFORMATION

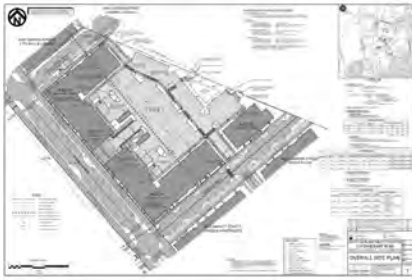
Status:	Offering	OAR:	N/A
Sale Listing Date:	9/2024	NOI:	N/A
Sale Price:	\$1,950,000	Price per Sq.Ft.:	\$61.32
Value Interest:	Fee Simple	Price per Acre:	\$2,671,233
Grantor:	N/A	Price per Potential Building Area:	N/A
Grantee:	N/A	Price per Potential Units:	\$27,083
Financing:	N/A		
Condition of Sale:	N/A		

VERIFICATION COMMENTS

N/A

COMMENTS

This is a permitted development site for a six-story mixed-use building proposed to include 59 residential units and 11,000 square feet of commercial space. We presented the site as 72 units assuming the 10,300 square feet of commercial space contributes an estimated equivalent of 13 units based on 800 square feet per unit for the residential. The development is proposed for a yet to be subdivided portion of a larger 4.55 acre site that is improved with a 45,000 square foot office building that would remain. 12 of the 59 units would be income restricted to less than 80% of AMI. The residential units would consist of 20 two-bedroom units and 39 one-bedroom units.



Property Name:	Parcel 0450-00000 B
Address:	224 Market Street
City, State, Zip:	South Burlington VT 05403
Jurisdiction:	Chittenden County
MSA:	Burlington
Submarket:	
Property Type:	Land
Property Subtype:	Residential (Multi-Family) For Rent
Classification:	N/A
ID:	751452
Tax Number(s):	N/A

PROPERTY INFORMATION

Site Area (Acres):	3.2000	Public Utilities:	All Available
Site Area (Sq.Ft.):	139,392	Electricity:	Yes
Zoning:	Transect Zone T4/T5	Water:	Yes
Utility:	Good	Sewer:	Yes
Access:	Good	Gas:	N/A
Frontage:	Good	Proposed Use:	Residential-Multi-Family
Visibility:	Good	Maximum FAR:	1.08
Shape:	Irregular	Potential Building Area:	150,000
Topography:	Level	Potential Units:	161
Entitlements:	No		

SALE INFORMATION

Status:	Closed Sale	OAR:	N/A
Sale Date:	3/2023	NOI:	N/A
Sale Price:	\$3,723,000	Price per Sq.Ft.:	\$26.71
Value Interest:	Fee Simple	Price per Acre:	\$1,163,438
Grantor:	South Burlington City Center LLC	Price per Potential Building Area:	\$24.82
Grantee:	Catamount Run Phase 1 LLC	Price per Potential Units:	\$23,124
Financing:	N/A		
Condition of Sale:	N/A		

VERIFICATION COMMENTS

Public Records

COMMENTS

Located in South Burlington's City Center, this is a multi-family development site that will consist of three buildings, ranging from 26 to 73 units. In addition to the residential units, there will also be 2,675 square feet of commercial space. There is a total project cost of \$110 million. This is a joint venture between SnyderBraverman (51%) and the University of Vermont (49%). UVM will give priority to graduate and medical students.



Property Name:	Prospect Place Land
Address:	112 Garden Street
City, State, Zip:	South Burlington VT 05403
Jurisdiction:	Chittenden County
MSA:	Burlington
Submarket:	
Property Type:	Land
Property Subtype:	Residential (Multi-Family) For Rent
Classification:	N/A
ID:	752167
Tax Number(s):	N/A

PROPERTY INFORMATION

Site Area (Acres):	2.6300	Public Utilities:	All Available
Site Area (Sq.Ft.):	114,563	Electricity:	Yes
Zoning:	N/A	Water:	Yes
Utility:	Good	Sewer:	Yes
Access:	Good	Gas:	Yes
Frontage:	Good	Proposed Use:	Residential-Multi-Family
Visibility:	Good	Maximum FAR:	1.09
Shape:	Irregular	Potential Building Area:	125,000
Topography:	Level	Potential Units:	134
Entitlements:	No		

SALE INFORMATION

Status:	Recorded Sale	OAR:	N/A
Deed Reference:	PTTR #660, 1681/265-269	NOI:	N/A
Sale Date:	11/2022	Price per Sq.Ft.:	\$23.52
Sale Price:	\$2,694,400	Price per Acre:	\$1,024,487
Value Interest:	Fee Simple	Price per Potential Building Area:	\$21.56
Grantor:	South Burlington City Center, LLC	Price per Potential Units:	\$20,107
Grantee:	Prospect Place Apartments, LLC		
Financing:	N/A		
Condition of Sale:	Arm's Length		

VERIFICATION COMMENTS

Public Records / Reliable Third Party

COMMENTS

Located in South Burlington's new City Center, this site was purchased for the construction of a 134-unit market-rate development that will be known as Prospect Place. In addition to the residential units, there will be 1,500 square feet of commercial space and a 5,000 square foot childcare facility. The residences and the childcare center will be made available to UVM Health Network employees via a 10-year master-lease. The project is located in a TIF district so the developer will receive a tax break for a period of time following development. The project was fully permitted at the time of sale.



Property Name:	Apartment Development
Address:	379 Main Street
City, State, Zip:	Winooski VT 05404
Jurisdiction:	Chittenden County
MSA:	Burlington
Submarket:	
Property Type:	Land
Property Subtype:	Residential (Multi-Family) For Rent
Classification:	N/A
ID:	765453
Tax Number(s):	N/A

PROPERTY INFORMATION

Site Area (Acres):	2.8400	Public Utilities:	All Available
Site Area (Sq.Ft.):	123,710	Electricity:	Yes
Zoning:	Gateway District/Residential B (Bellevue Lot)	Water:	Yes
Utility:	Good	Sewer:	Yes
Access:	Good	Gas:	Yes
Frontage:	Average	Proposed Use:	Residential-Multi-Family
Visibility:	Good	Maximum FAR:	0.52
Shape:	Irregular	Potential Building Area:	64,800
Topography:	Level	Potential Units:	72
Entitlements:	No		

SALE INFORMATION

Status:	Closed Sale	OAR:	N/A
Sale Date:	10/2022	NOI:	N/A
Sale Price:	\$1,500,000	Price per Sq.Ft.:	\$12.13
Value Interest:	Fee Simple	Price per Acre:	\$528,169
Grantor:	Kathryn and Loren Hogaboom	Price per Potential Building Area:	\$23.15
Grantee:	Sisters and Brothers Investment Group	Price per Potential Units:	\$20,833
Financing:	N/A		
Condition of Sale:	Arm's Length		

VERIFICATION COMMENTS

Public Records / Reliable Third Party

COMMENTS

This property consists of three lots, 379 Main Street, 381 Main Street and 35 Bellevue Street. The property was widely marketed with an asking price of \$1,800,000. Preliminary engineering suggested upwards of 74 units, however, the buyer secured approvals for 72 units. The unit mix is comprised of 4 studios, 56 one-bedroom and 12 two-bedroom units. In addition, there will be 22 parking spaces under the building and 98 surface spaces. The Main Street frontage will also have ground-floor commercial space and 20 percent of the units will be affordable. The buyer brought the project through approvals prior to closing. The property was improved with two single-family dwellings in poor condition that were demolished following the sale.



Address:	303 Market Street
City, State, Zip:	South Burlington VT 05403
Jurisdiction:	Chittenden County
MSA:	Burlington
Submarket:	
Property Type:	Land
Property Subtype:	Residential (Multi-Family) For Rent
Classification:	N/A
ID:	752177
Tax Number(s):	N/A

PROPERTY INFORMATION

Site Area (Acres):	1.4000	Public Utilities:	All Available
Site Area (Sq.Ft.):	60,984	Electricity:	Yes
Zoning:	N/A	Water:	Yes
Utility:	Good	Sewer:	Yes
Access:	Good	Gas:	N/A
Frontage:	Good	Proposed Use:	N/A
Visibility:	Good	Maximum FAR:	N/A
Shape:	Irregular	Potential Building Area:	N/A
Topography:	Level	Potential Units:	61
Entitlements:	No		

SALE INFORMATION

Status:	Closed Sale	OAR:	N/A
Sale Date:	3/2022	NOI:	N/A
Sale Price:	\$1,342,000	Price per Sq.Ft.:	\$22.01
Value Interest:	Fee Simple	Price per Acre:	\$958,571
Grantor:	South Burlington City Center, LLC	Price per Potential Building Area:	N/A
Grantee:	Union Place Apartments, LLC	Price per Potential Units:	\$22,000
Financing:	N/A		
Condition of Sale:	N/A		

VERIFICATION COMMENTS

Public Records / Reliable Third Party

COMMENTS

This site, within City Center South Burlington was purchased to build 61 apartment units. The development is a partnership between SnyderBraverman and UVM Health Network. UVM has minority ownership and a master lease that will grant priority to UVM Network employees.



Property Name:	One25 Condos
Address:	125 Cambrian Way
City, State, Zip:	Burlington VT 05401
Jurisdiction:	Chittenden County
MSA:	Burlington
Submarket:	
Property Type:	Land
Property Subtype:	Residential (Multi-Family) For Rent
Classification:	N/A
ID:	752169
Tax Number(s):	N/A

PROPERTY INFORMATION

Site Area (Acres):	2.0480	Public Utilities:	All Available
Site Area (Sq.Ft.):	89,211	Electricity:	Yes
Zoning:	Waterfront Residential - Medium Density	Water:	Yes
Utility:	Good	Sewer:	Yes
Access:	Average	Gas:	N/A
Frontage:	Good	Proposed Use:	Residential-Multi-Family
Visibility:	Good	Maximum FAR:	2.13
Shape:	Irregular	Potential Building Area:	189,709
Topography:	Gently Sloping	Potential Units:	117
Entitlements:	No		

SALE INFORMATION

Status:	Recorded Sale	OAR:	N/A
Deed Reference:	1608-72	NOI:	N/A
Sale Date:	7/2021	Price per Sq.Ft.:	\$39.23
Sale Price:	\$3,500,000	Price per Acre:	\$1,708,984
Value Interest:	Fee Simple	Price per Potential Building Area:	\$18.45
Grantor:	BC Community Housing LLC	Price per Potential Units:	\$29,915
Grantee:	125 Cambrian Way LLC		
Financing:	N/A		
Condition of Sale:	N/A		

VERIFICATION COMMENTS

Public Records / Reliable Third Party

COMMENTS

This is the sale of Lot M in Cambrian Rise to SD Ireland from Eric Farrell. The site was fully permitted for the construction of a 117-unit multi-family building. The building has views of Lake Champlain with underground parking. The first four floors will be held as rental units, while the upper two floors are expected to be sold as individual condo units.



Address: 48 South Main Street
 City, State, Zip: Stowe VT 05672
 Jurisdiction: Lamoille County
 MSA:
 Submarket:
 Property Type: Land
 Property Subtype: Commercial
 Classification: N/A
 ID: 808845
 Tax Number(s): N/A

PROPERTY INFORMATION

Site Area (Acres):	0.1400	Public Utilities:	All Available
Site Area (Sq.Ft.):	6,098	Electricity:	Yes
Zoning:	VC-10	Water:	Yes
Utility:	Good	Sewer:	Yes
Access:	Good	Gas:	N/A
Frontage:	Good	Proposed Use:	N/A
Visibility:	Good	Maximum FAR:	N/A
Shape:	Irregular	Potential Building Area:	6,566
Topography:	Irregular	Potential Units:	N/A
Entitlements:	No		

SALE INFORMATION

Status:	Closed Sale	OAR:	N/A
Sale Date:	8/2024	NOI:	N/A
Sale Price:	\$1,002,500	Price per Sq.Ft.:	\$164.40
Value Interest:	Fee Simple	Price per Acre:	\$7,160,714
Grantor:	48 South Main Street, LLC	Price per Potential Building Area:	\$152.68
Grantee:	Maple Corner Investments, LLC	Price per Potential Units:	N/A
Financing:	N/A		
Condition of Sale:	N/A		

VERIFICATION COMMENTS

Reliable Third Party / Public Records

COMMENTS

This property was improved with a 2,4773 square foot two story building at the time of sale that operated as a restaurant on the first floor with apartments above. The buyer had plans to demolish the existing improvements and construct a 6,566 square foot, three story building that will consist three apartments on the upper floors and retail on the first and a portion of the second floor. The buyer owns an abutting property at the rear of the property, although the site plan for the proposed development does not require use of the adjacent property.



Address: 2545 Shelburne Road
 City, State, Zip: Shelburne VT
 Jurisdiction: Chittenden County
 MSA: Burlington
 Submarket:
 Property Type: Land
 Property Subtype: Retail-Commercial
 Classification: N/A
 ID: 812196
 Tax Number(s): N/A

PROPERTY INFORMATION

Site Area (Acres):	2.0800	Public Utilities:	All Available
Site Area (Sq.Ft.):	90,605	Electricity:	Yes
Zoning:	Mixed Use District	Water:	Yes
Utility:	Good	Sewer:	Yes
Access:	Good	Gas:	N/A
Frontage:	Good	Proposed Use:	N/A
Visibility:	Good	Maximum FAR:	N/A
Shape:	Irregular	Potential Building Area:	6,432
Topography:	Level	Potential Units:	N/A
Entitlements:	No		

SALE INFORMATION

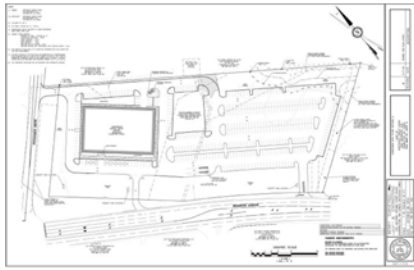
Status:	Closed Sale	OAR:	N/A
Sale Date:	5/2024	NOI:	N/A
Sale Price:	\$1,300,000	Price per Sq.Ft.:	\$14.35
Value Interest:	Fee Simple	Price per Acre:	\$625,000
Grantor:	Barry Bruce	Price per Potential Building Area:	\$202.11
Grantee:	Sirloin LLC	Price per Potential Units:	N/A
Financing:	N/A		
Condition of Sale:	N/A		

VERIFICATION COMMENTS

Public Records / Reliable Third Party

COMMENTS

This parcel with previously improved with a long neglected steakhouse. The property was purchased for construction of a retail nursery and retail building operated by Gardener's Supply consisting of five small buildings. 25,400 vehicles pass the site daily. The property had been widely marketed for several years with an asking price of \$1,650,000. The building had been removed from the site prior to closing and approvals were in place.



Property Name:	Office Site
Address:	2061 Woodbury Avenue
City, State, Zip:	Newington NH 03801
Jurisdiction:	Rockingham County
MSA:	Boston
Submarket:	
Property Type:	Land
Property Subtype:	Industrial
Classification:	N/A
ID:	716269
Tax Number(s):	N/A

PROPERTY INFORMATION

Site Area (Acres):	7.3800	Public Utilities:	All Available
Site Area (Sq.Ft.):	321,473	Electricity:	N/A
Zoning:	Office	Water:	N/A
Utility:	Good	Sewer:	N/A
Access:	Good	Gas:	N/A
Frontage:	Good	Proposed Use:	Industrial
Visibility:	Excellent	Maximum FAR:	N/A
Shape:	Rectangular	Potential Building Area:	140,000
Topography:	Level	Potential Units:	N/A
Entitlements:	No		

SALE INFORMATION

Status:	Closed Sale	OAR:	N/A
Sale Date:	2/2023	NOI:	N/A
Sale Price:	\$6,100,000	Price per Sq.Ft.:	\$18.98
Value Interest:	Fee Simple	Price per Acre:	\$826,558
Grantor:	Northeast Credit Union	Price per Potential Building Area:	\$43.57
Grantee:	Wilcox Industries	Price per Potential Units:	N/A
Financing:	N/A		
Condition of Sale:	Arm's Length		

VERIFICATION COMMENTS

Seller

COMMENTS

This site is located across from the Fox Run Mall in Newington. The seller acquired the property in December of 2018 for \$5,500,000 with the intention of developing a Class A office building for its headquarters. Subsequent to acquisition, the seller demolished three buildings located on the site and completed asbestos remediation. The seller had commenced engineering work for a potential 140,000 SF office development; however, put those plans on hold due to the outbreak of Covid in 2020. The buyer is an abutter that is acquiring the site for expansion of its manufacturing business and parking. The site was not approved for development at the time of sale and the noted FAR is based on the seller's preliminary plans.



Address: 66 River Road
 City, State, Zip: Newington NH 03801
 Jurisdiction: Rockingham County
 MSA: Boston
 Submarket:
 Property Type: Land
 Property Subtype: Office
 Classification: N/A
 ID: 760944
 Tax Number(s): N/A

PROPERTY INFORMATION

Site Area (Acres):	6.3200	Public Utilities:	All Available
Site Area (Sq.Ft.):	275,299	Electricity:	Yes
Zoning:	Office	Water:	Yes
Utility:	Good	Sewer:	Yes
Access:	Average	Gas:	Yes
Frontage:	Good	Proposed Use:	Office
Visibility:	Average	Maximum FAR:	N/A
Shape:	Irregular	Potential Building Area:	13,000
Topography:	Level	Potential Units:	N/A
Entitlements:	No		

SALE INFORMATION

Status:	Recorded Sale	OAR:	N/A
Deed Reference:	6446-552	NOI:	N/A
Sale Date:	10/2022	Price per Sq.Ft.:	\$4.72
Sale Price:	\$1,300,000	Price per Acre:	\$205,696
Value Interest:	Fee Simple	Price per Potential Building Area:	\$100.00
Grantor:	Rollins Farms Holdings	Price per Potential Units:	N/A
Grantee:	MBR LLC (Ricci)		
Financing:	N/A		
Condition of Sale:	None		

VERIFICATION COMMENTS

Deed, public records

COMMENTS

This is the sale of a 6.32-acre site located off of Route 16 in Newington. The site sold with a small retail building along the northern end which was razed and is being rebuilt as a smaller retail use. The main portion of the site was proposed to be developed with the new Stoneface Brewery, however, that development fell through due to the high interest rate environment. The land owners have now proposed development of a 10,000 square foot medical office use in the near future.



Address: 33 Labombard Road
 City, State, Zip: Lebanon NH 03766
 Jurisdiction: Grafton County
 MSA:
 Submarket:
 Property Type: Land
 Property Subtype: Industrial
 Classification: N/A
 ID: 760947
 Tax Number(s): N/A

PROPERTY INFORMATION

Site Area (Acres):	2.5500	Public Utilities:	All Available
Site Area (Sq.Ft.):	111,078	Electricity:	Yes
Zoning:	INDL	Water:	Yes
Utility:	Good	Sewer:	Yes
Access:	Good	Gas:	N/A
Frontage:	Average	Proposed Use:	N/A
Visibility:	Average	Maximum FAR:	0.12
Shape:	Irregular	Potential Building Area:	13,000
Topography:	Level	Potential Units:	N/A
Entitlements:	No		

SALE INFORMATION

Status:	Recorded Sale	OAR:	N/A
Deed Reference:	4739/730	NOI:	N/A
Sale Date:	6/2022	Price per Sq.Ft.:	\$9.16
Sale Price:	\$1,017,557	Price per Acre:	\$399,042
Value Interest:	Fee Simple	Price per Potential Building Area:	\$78.27
Grantor:	Chaloux Prop LLC	Price per Potential Units:	N/A
Grantee:	Notch Climbing Real Estate LLC		
Financing:	N/A		
Condition of Sale:	N/A		

VERIFICATION COMMENTS

Public Records / Reliable Third Party

COMMENTS

This lot was purchased for construction of an indoor rock climbing facility at an estimated cost of \$4,457,000. The property is a short distance from Exit 18 on Interstate 89, adjacent to the Dartmouth Coach Bus Terminal.



Address: 4626 Williston Road
 City, State, Zip: Williston VT 05495
 Jurisdiction: Chittenden County
 MSA: Burlington
 Submarket:
 Property Type: Land
 Property Subtype: Commercial
 Classification: N/A
 ID: 765456
 Tax Number(s): N/A

PROPERTY INFORMATION

Site Area (Acres):	4.8700	Public Utilities:	All Available
Site Area (Sq.Ft.):	212,137	Electricity:	Yes
Zoning:	IDZW-Industrial West	Water:	Yes
Utility:	Good	Sewer:	Yes
Access:	Average	Gas:	N/A
Frontage:	Good	Proposed Use:	N/A
Visibility:	Good	Maximum FAR:	N/A
Shape:	Irregular	Potential Building Area:	5,525
Topography:	Level	Potential Units:	N/A
Entitlements:	No		

SALE INFORMATION

Status:	Recorded Sale	OAR:	N/A
Deed Reference:	587/423	NOI:	N/A
Sale Date:	5/2021	Price per Sq.Ft.:	\$2.12
Sale Price:	\$450,000	Price per Acre:	\$92,402
Value Interest:	Fee Simple	Price per Potential Building Area:	\$81.45
Grantor:	William N & Susan C Andrus	Price per Potential Units:	N/A
Grantee:	Green State Realty LLC		
Financing:	N/A		
Condition of Sale:	N/A		

VERIFICATION COMMENTS

Public Records / Reliable Third Party

COMMENTS

This site was improved with a 3825 square foot commercial building at the time of sale. The site was purchased for construction of a new 5,525 square foot car dealership. The existing improvements will be demolished to accommodate the proposed plan. The project did not have approvals at the time of sale.



Property Name: Everhome Suites
 Address: 2074 Shattuck Way
 2109 Woodbury Avenue
 City, State, Zip: Newington NH 03801
 Jurisdiction: Rockingham County
 MSA: Boston
 Submarket:
 Property Type: Land
 Property Subtype: Hospitality
 Classification: N/A
 ID: 808867
 Tax Number(s): Map 20, Lot 4-C

PROPERTY INFORMATION

Site Area (Acres):	7.8400	Public Utilities:	All Available
Site Area (Sq.Ft.):	341,510	Electricity:	Yes
Zoning:	O	Water:	Yes
Utility:	Good	Sewer:	Yes
Access:	Good	Gas:	Yes
Frontage:	N/A	Proposed Use:	Hospitality
Visibility:	Good	Maximum FAR:	0.16
Shape:	Irregular	Potential Building Area:	55,334
Topography:	Rolling	Potential Rooms:	106
Entitlements:	No		

SALE INFORMATION

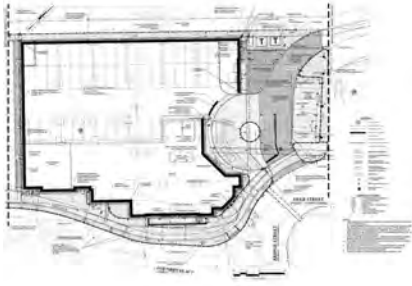
Status:	Closed Sale	OAR:	N/A
Sale Date:	11/2023	NOI:	N/A
Sale Price:	\$1,600,000	Price per Sq.Ft.:	\$4.69
Value Interest:	Fee Simple	Price per Acre:	\$204,082
Grantor:	Doloma Investment of Portsmouth, Inc.	Price per Potential Building Area:	\$28.92
Grantee:	EH Portsmouth LLC	Price per Potential Rooms:	\$15,094
Financing:	N/A		
Condition of Sale:	N/A		

VERIFICATION COMMENTS

Public Records, Town of Newington Assessor

COMMENTS

The site is located on the Newington/Portsmouth, NH border across the street from the Fox Run Mall. The site is also located near several large employers including Tyco. Half the site contains wetlands. The project had been brought through approvals prior to purchase. The seller had previously gained approvals for a 95 room hotel.



Address: 165 Deer Street
 City, State, Zip: Portsmouth NH 03801
 Jurisdiction: Rockingham County
 MSA: Boston
 Submarket:
 Property Type: Land
 Property Subtype: Hospitality
 Classification: N/A
 ID: 808868
 Tax Number(s): N/A

PROPERTY INFORMATION

Site Area (Acres):	0.6100	Public Utilities:	All Available
Site Area (Sq.Ft.):	26,572	Electricity:	Yes
Zoning:	CD5	Water:	Yes
Utility:	Good	Sewer:	Yes
Access:	Good	Gas:	N/A
Frontage:	Good	Proposed Use:	N/A
Visibility:	Good	Maximum FAR:	N/A
Shape:	Irregular	Potential Building Area:	N/A
Topography:	Level	Potential Rooms:	117
Entitlements:	No		

SALE INFORMATION

Status:	Closed Sale	OAR:	N/A
Sale Date:	2/2023	NOI:	N/A
Sale Price:	\$3,250,000	Price per Sq.Ft.:	\$122.31
Value Interest:	Fee Simple	Price per Acre:	\$5,327,869
Grantor:	Foundry Place Hotel Owner LLC	Price per Potential Building Area:	N/A
Grantee:	Deer Street Hospitality LLC	Price per Potential Rooms:	\$27,778
Financing:	N/A		
Condition of Sale:	N/A		

VERIFICATION COMMENTS

Public Records / Reliable Third Party

COMMENTS

This site was purchased by a hotel management company based out of Maryland. A five-story, 117-room Hyatt Place hotel is planned for the site along with a 51-space parking garage and a ground level cafe. The property is adjacent to a public parking garage for additional parking. The site was originally approved for a hotel in 2018. The buyer made modifications to the original approval.



Property Name: 385 Congress Street
 Address: 385 Congress Street
 City, State, Zip: Portland ME 04101
 Jurisdiction: Cumberland County
 MSA: Portland
 Submarket:
 Property Type: Land
 Property Subtype: Hospitality
 Classification: N/A
 ID: 729428
 Tax Number(s): N/A

PROPERTY INFORMATION

Site Area (Acres):	0.6334	Public Utilities:	All Available
Site Area (Sq.Ft.):	27,590	Electricity:	Yes
Zoning:	Commercial	Water:	Yes
Utility:	Excellent	Sewer:	Yes
Access:	Excellent	Gas:	Yes
Frontage:	Excellent	Proposed Use:	Hospitality
Visibility:	Excellent	Maximum FAR:	N/A
Shape:	Rectangular	Potential Building Area:	157,600
Topography:	Gently Sloping	Potential Rooms:	156
Entitlements:	Yes		

SALE INFORMATION

Status:	Closed Sale	OAR:	N/A
Sale Date:	2/2023	NOI:	N/A
Sale Price:	\$6,000,000	Price per Sq.Ft.:	\$217.47
Value Interest:	Fee Simple	Price per Acre:	\$9,472,687
Grantor:	385 Congress LLC	Price per Potential Building Area:	\$38.07
Grantee:	Fathom Congress, LLC	Price per Potential Rooms:	\$38,462
Financing:	Regional Bank		
Condition of Sale:	Arm's Length		

VERIFICATION COMMENTS

N/A

COMMENTS

The buyer will construct a 12-story, 156-room hotel that will also include nine condo units and 5,760 square feet of retail space. The site has approvals for 70 parking spaces as well. The location is in downtown Portland, ME at an intersection of Congress and Myrtle Streets. The buyer constructed the Press Hotel and Curio hotels also in downtown Portland.



Address:	115 Conz Street
City, State, Zip:	Northampton MA 01060
Jurisdiction:	Hampshire County
MSA:	Springfield
Submarket:	
Property Type:	Land
Property Subtype:	Hospitality
Classification:	N/A
ID:	808869
Tax Number(s):	N/A

PROPERTY INFORMATION

Site Area (Acres):	3.5700	Public Utilities:	All Available
Site Area (Sq.Ft.):	155,509	Electricity:	Yes
Zoning:	GB	Water:	Yes
Utility:	Good	Sewer:	Yes
Access:	Good	Gas:	N/A
Frontage:	Good	Proposed Use:	N/A
Visibility:	Good	Maximum FAR:	N/A
Shape:	Irregular	Potential Building Area:	N/A
Topography:	Level	Potential Rooms:	109
Entitlements:	No		

SALE INFORMATION

Status:	Recorded Sale	OAR:	N/A
Deed Reference:	14602/229	NOI:	N/A
Sale Date:	6/2022	Price per Sq.Ft.:	\$19.29
Sale Price:	\$3,000,000	Price per Acre:	\$840,336
Value Interest:	Fee Simple	Price per Potential Building Area:	N/A
Grantor:	Gazette Realty LLC	Price per Potential Rooms:	\$27,523
Grantee:	Rankin Holdings LLC		
Financing:	N/A		
Condition of Sale:	N/A		

VERIFICATION COMMENTS

Public Records / Reliable Third Party

COMMENTS

This property was purchased by a hotel developer. At the time of sale it was improved with the former Daily Hampshire Gazette building, a 46,738 square foot office and industrial building that would be demolished in order to accommodate the proposed improvements. The site is in an area with other hotels and is close to Bradley Airport.

Addendum E: Qualifications of the Appraiser



Brian C. Harris, MAI Senior Director

Valuation & Advisory
Cushman & Wakefield of Massachusetts, LLC.

Professional Expertise

Mr. Harris is a Senior Director for Cushman & Wakefield's Valuation & Advisory group in the New England area. After a decade of focusing on retail valuation in the Boston market his focus shifted to the Northern New England markets of Maine, Vermont and New Hampshire. Mr Harris has valued a wide variety of property types including land, office, industrial, retail and multi-family. Mr Harris also has a practice in preparing alternative valuation products, such as evaluations. Assignments have ranged from \$250m+ downtown mixed-use development projects to small owner occupied industrial or retail buildings.

Before joining the Valuation & Advisory group, he worked with Cushman & Wakefield of Massachusetts in the Market Research department, tracking and compiling market statistics from December 2003 to June 2005. Prior to joining Cushman & Wakefield, Mr. Harris worked as a Project Manager in the Office of Housing and Community Development of the City of Somerville, MA from October 2001 through December 2003.

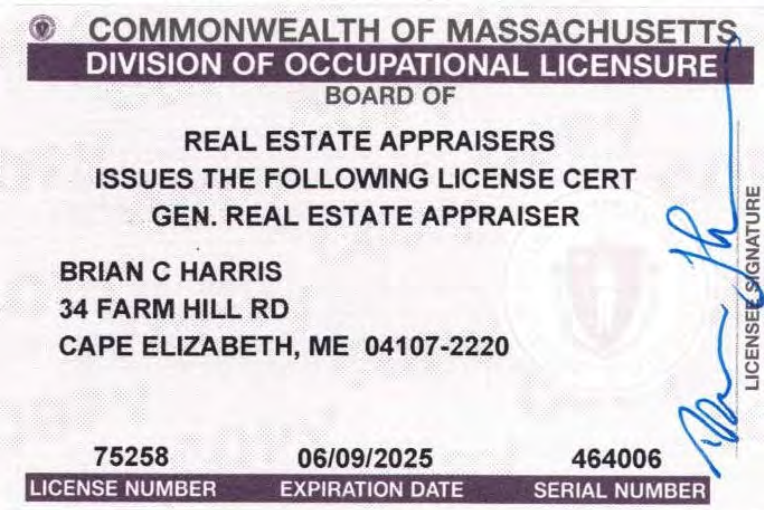
Memberships, Licenses, Professional Affiliations and Education

- Designated Member, Appraisal Institute (MAI # 472768). As of the current date, Brian Harris, MAI has completed the requirements of the continuing education program of the Appraisal Institute.
- USGBC LEED Green Associate
- Certified General Real Estate Appraiser in the following states:
 - Maine – CG2942
 - Massachusetts – 75258
 - New Hampshire – NHCG-751
 - Rhode Island – CGA.0A01384
 - Vermont – 080.085582
- Bachelor of Science, Geography and Urban Systems, McGill University

MAINE



MASSACHUSETTS



NEW HAMPSHIRE

State of New Hampshire



Real Estate Appraisers Board

Authorized as
Certified General Appraiser

Issued To
BRIAN C HARRIS

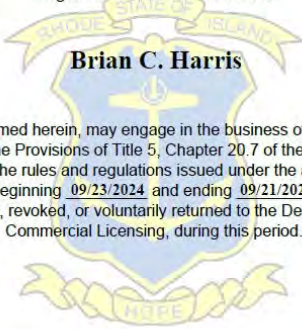
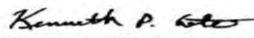
License Number: NHCg-751

Active

Issue Date: 06/04/2008

Expiration Date: 06/30/2025

RHODE ISLAND

	State of Rhode Island Department of Business Regulation Division of Commercial Licensing Real Estate Appraisers Section
CERTIFIED GENERAL APPRAISER	
(In accordance with Title 5, Chapter 20.7 of the General Laws of Rhode Island relating to Real Estate Appraisers)	
Pursuant to the vested authority and having received full payment of the required fee, the Department of Business Regulation has licensed/certified:	
 Brian C. Harris	
The person, firm, or partnership named herein, may engage in the business of appraisal practice, provided he/she shall, in all respects, conform to the Provisions of Title 5, Chapter 20.7 of the General Laws of Rhode Island, as amended, and the rules and regulations issued under the authority thereof, beginning <u>09/23/2024</u> and ending <u>09/21/2026</u> unless this license is suspended, revoked, or voluntarily returned to the Department of Business Regulation, Commercial Licensing, during this period.	
Certification No.:	CGA.0A01384
 Chairperson, Real Estate Appraisers Board	

VERMONT





Memorandum

To: City of Burlington, VT (City)

From: Caroline Wells, AICP and Jeff Lubell, Abt Global (Abt)

Date: February 21, 2025

RE: Development Financing Options for the Memorial Auditorium Block

As part of the Thriving Communities On-Call Technical Assistance, the City of Burlington, VT requested research on specific financing options that may support the public side of a public-private partnership to redevelop the Memorial Auditorium block. This block currently consists of a vacant auditorium, a historic fire station, a parking lot, a public library, and a church. The City of Burlington has a long history of redevelopment, and its staff have experience with a number of public development financing options, such as Tax Increment Financing (TIF). In this memorandum, we provide a summary of our recommended funding sources, along with specific research requests from the City.

Recommended Options

Having reviewed a range of funding sources, we recommend that the City and its development partner prioritize these funding sources:

- New Markets Tax Credit (NMTC)
- Opportunity Zones (OZ)
- Low-Income Housing Tax Credit (LIHTC)

These tax credits can fund a sizable portion of project costs, without requiring the City to use its own resources. Both NMTCs and OZs can fund either the hotel alone or a mixed use project combining hotel and residential components. In addition to covering a sizable share of capital costs, the LIHTC can make it possible for moderate-income households to afford to live there.

Should the developers wish to pursue financing under the Transportation Infrastructure Finance and Innovation Act (TIFIA), we recommend the City consider supporting them. However, TIFIA-financed projects must pay prevailing wages under the Davis-Bacon Act, so unless there is another funding source that triggers Davis-Bacon, the developer may not find it advantageous to pursue TIFIA. Should they wish to move forward, they may apply directly, with the City's support, or the City may apply directly.

We have also included another option to consider, a Section 108 loan, which we discuss below. Again, this funding triggers the Davis-Bacon Act so that may be a deal-breaker; it would also entail some risk for the City.

New Market Tax Credits (NMTCs)

New Market Tax Credits (NMTCs) are a federally funded program designed to spur business development in low income communities. In this competitive program, qualified Community Development Entities apply to the Community Development Financial Institutions Fund (U.S. Treasury) for federal tax credits. CDEs serve as intermediaries through which capital flows from a private investor to a business in a low income community. Using the capital from private investments, the CDE can offer loans to businesses in the low-income community at better rates and terms than the market, and with more flexibility. Investors receive a tax credit



worth 39% of their investment in the CDE over seven years in exchange for investing in the CDE. Some of the many CDEs that have NMTCs and work in Vermont include [Evernorth Rural Ventures, Inc.](#) and [Mascoma Community Development, LLC](#). NMTCs can only be used in qualifying census tracts; however, it appears that the project is located in a qualifying tract.

NMTC can be used for mixed use developments where at least 20% of the developed space is for commercial use and no more than 80% of income is from rental housing AND at least 20% of income from commercial, office, or retail space. NMTC can fund for-sale housing, but the IRS has several tests that both for-profit and non-profit developers may find challenging to become Qualified Active Low-Income Community Businesses (QALICBs).

Beyond commercial, retail, and housing NMTC can also fund health care services, childcare and schools, community facilities, hotels, services for vulnerable populations, and power generation. Examples of NMTC projects and how this funding was used:

- The [Greater Burlington YMCA](#) was funded by \$25.9 million in NMTC funding, representing almost all of the \$26.9 million development cost.
- In Minneapolis, MN, \$21.5 million in NMTC funding supported the [Historic Coliseum Building](#), a mixed use and commercial historic rehab. The NMTC funding comprised most of the \$28,250,000 total project cost.
- [Dayton Arcade](#) in Dayton, Ohio, consists of the redevelopment of nine buildings with a mix of retail, offices, public space and housing. NMTC represented \$55 million of a \$128 million project.

Opportunity Zones

[OZs](#) are tax benefits that lead investors to invest in qualifying projects, reducing the amount of funding needed to support the project. In the example projects that we reviewed, the amount of the total financing needed for a project provided by OZs varied from 3 to 82 percent, a broad range that suggests that, in at least some circumstances, OZs can provide quite a large share of the capital stack needed for development.

The Memorial Auditorium block is in a [designated OZ](#). Funding from OZ investment can support commercial, housing, and infrastructure investment. OZ benefits apply to commercial, housing, and infrastructure development, and housing can be either affordable or market rate. Although intended to provide capital for distressed areas, OZs are not required to benefit residents specifically, so if City leadership wished to press for more affordable housing than is required under inclusionary zoning or other public amenities, the City would need to negotiate this with the developers.

To create an OZ, investors place capital in a Qualified Opportunity Fund (QOF). The QOF can be any investment vehicle (corporation, partnership), but it must be organized specifically for the purpose of investing in development within the OZ. At least 90% of the QOF assets must be invested in OZ property. To launch a QOF, investors must provide capital as an equity investment and these investments must result from a taxpayer's recently realized capital gains. The key benefits for investors include the deferral of capital gains taxes. Investors who realize capital gains can re-invest those gains into an QOF. Once their funds are in the QOF, they can defer paying federal taxes on those gains. Reduction or elimination of capital gains taxes. Investors who have invested in the QOF for at least five years can reduce their taxes on their capital gains by 10%. If they hold their investments in the QOF for 7 years, this reduction increases to 15%. Investors who keep capital gains in the QOF for at least 10 years do not pay any federal taxes on gains realized from the investment in the QOF.



Attached to this memo are examples of OZ projects which illustrate how the OZ works within the capital stack. These examples are summarized below:

- Cleveland, OH developers used OZ equity to fund [The Tappan](#), a mixed income apartment unit and bakery. OZ funding represented a significant portion (\$18.3 million of the \$23 million) total development cost.
- Orlando, FL developers tapped OZ funding along with 9% housing credits for [Parramore Oaks](#), a new construction, energy efficient mixed-income apartment building with 96 affordable homes and 24 market-rate homes. Housing credits and OZ funding together represented \$20.8 million of the total \$28 million development cost.

OZs are currently set to expire on December 31, 2026, but it is likely that this deadline will be extended. Until the deadline is extended, investors have a short window within which to create a QOF and invest their realized gains. If investors can take advantage of the tax treatment before the deadline, however, they will enjoy favorable tax treatment of gains for at least 10 years, even if realized after 2026. Any corporation or individual with capital gains can qualify to make Opportunity Zone investments.

Low Income Housing Tax Credits (LIHTC)

[LIHTCs](#) provide funding for the acquisition, rehabilitation, or new construction of rental housing for lower-income households. The Memorial Auditorium Block is located on the edge of (but within) a [Qualified Census Tract](#) for the LIHTC program, which provides a basis boost that increase the amount of LIHTC that can be received. Rental projects funded by LIHTC must meet income and rental requirements for 15 years. For new construction projects, the credit is 9% (or 4% for rehabilitation projects or those funded through tax-exempt bonds). The credit percentage is multiplied by the project's qualified basis (i.e. the percentage of tenants in the development that meets income requirements). For Vermont in 2025, the LIHTC limit is \$3,535,537. The Memorial Auditorium block redevelopment meets the state's Qualified Allocation Plan priorities, and a number of LIHTC projects surround the site, including Park Place I and II, Peterson Place, and South Square, among others.

Federal Loan Programs

TIFIA 49 (The Transportation Infrastructure Finance and Innovation Act)

[TIFIA 49](#) is a loan program from the US Department of Transportation with three products: direct loans, loan guarantees, and standby lines of credit. The intent of the program is to provide federal support for construction of projects that bring significant public benefit and may have difficulty accessing favorable loan terms in the private market. The "49" refers to the fact that the loan can represent up to 49% of the total project cost. TIFIA can be used for both the development phase or the construction phase, of qualifying projects, including [transit-oriented development \(TOD\)](#). TODs are defined under 23 U.S.C. § 601(a)(12)(E), and include improving or building public infrastructure that is either:

- “(1) located within walking distance (approximately 1/2-mile) of, and accessible to, a fixed guideway transit facility, passenger rail station, intercity bus station, or intermodal facility, including transportation, public utility, or joint development projects, and related infrastructure; or
- (2) for economic development, including commercial and residential development, and related infrastructure and activities (a) that incorporate private investment; (b) that are physically or functionally



related to a passenger rail station or multimodal station that includes rail service; (c) for which the project sponsors have a high probability of commencing the contracting process for construction not later than 90 days after the date on which credit assistance under the TIFIA program is provided for the projects; and (d) that have a high probability of reducing the need for financial assistance under any other Federal program for the relevant passenger train station or service by increasing ridership, tenant lease payments, or other activities that generate revenue exceeding costs.”¹

Based on this definition, it appears that the Memorial Block redevelopment will qualify as a TOD. Examples of TIFIA funding include:

- [Mount Vernon, WA Library Commons Project](#), which financed \$26.8 million out of a total project of \$53 million. The project includes public library services, a community center space, a commercial kitchen, public restrooms, and structured parking and a transit stop.

The City can apply for TIFIA as a direct loan with a maximum term of 35 years from completion or the developer can apply directly instead. Repayment can begin within five years of completion. TIFIA can also guarantee a project sponsor's payment to a third party lender. TIFIA provides long-term, fixed-cost, permanent, and upfront financing at low interest rates (usually the U.S. Treasury rate). Funds can be drawn on an as-needed basis. Loan structures and amortization can be flexible. The USDOT also offers TIFIA Lite, which is intended to serve experienced borrowers with good credit on shovel ready projects. These loans can be approved at a faster rate. Federal requirements apply, including the Davis-Bacon Act, the Civil Rights Act, BABA, NEPA, etc.

Other loans for a project funding mix suggested by the USDOT include:

- [Grant Anticipation Revenue Bonds \(GARVEEs\)](#): Debt financing instrument where future federal aid funding is pledged to repay. These are helpful for accelerating construction and are appropriate for large scale projects. These are used if the cost of delaying the project outweighs the financing costs, other options are infeasible, the project does not generate revenue, and sponsors are willing to commit future federal aid funding to debt service.
- [State Infrastructure Banks \(SIB\)](#): States can issue federal-aid funds to a project with a dedicated revenue sources (tolls, excise taxes, sales taxes, motor vehicle use taxes, property taxes, TIF, etc.). Interest rates are offered at or below market rate “as determined by the State to make the project that is the subject of the loan feasible.” Repayment must start within 5 years of project completion and be paid off within 30 years of loan receipt.
- [Private activity bonds](#) (Burlington has used these extensively)
 - Pooled Loan Program (multiple in Burlington)
 - State Revolving Fund (water infrastructure, used in Burlington waterfront)
- [Section 129 loans](#): (23 USC 129(a)(7)) Similar to SIB loans, Section 129 loans allow states to leverage additional transportation resources and recycle assistance to other eligible projects. States have the flexibility to negotiate interest rates and other terms of Section 129 loans.²

¹ <https://www.transportation.gov/buildamerica/TIFIA49>.

² Funding mix is from [Federal Program Financing Tools](#).



HUD Section 108 Loan Guarantee

Like TIFIA, HUD's [Section 108 Loan Program](#) will trigger Davis-Bacon prevailing wage requirements; however, it is a flexible source of financing for mixed use and economic development projects and can also be used for affordable housing construction if a Community Based Development Organization (CBDO) is a partner in the development. Section 108 Loans are capped at five times a HUD grantee's annual Community Development Block Grant (CDBG) allocation. Based on Burlington's 2024 CDBG allocation of \$7,461,397, the City has the potential to borrow \$37,306,985. Many HUD grantees assume that they must pledge future CDBG funding to collateralize the Section 108 loan; however, HUD is often flexible on forms of collateral and its terms for repayment. Below are a few examples of how Section 108 has been used in the last decade:

- [Memphis, TN](#) borrowed \$4 million for the demolition and reconstruction of a blighted building on a two acres site downtown and subsequent construction of a mixed use retail/residential building and the rehabilitation of a hotel. The City took out a 20 year Section 108 Loan in 2016 and will repay it with its General Fund for the first seven years and then from residential and commercial rents in years 8-20.
- [Durham, NC](#) borrowed almost \$9 million for land acquisition and site work for the Southside/Rolling Hills Neighborhood Redevelopment Project. The project consisted of three phases of rental development, resulting in multifamily structures containing approximately 310 units, and three phases of homeownership development, resulting in approximately 128 single-family home structures. Loan payments are made from project-generated revenues.³

The City of Burlington utilized a Section 108 Loan Guarantee for the City Market/Onion River Coop, but it is unclear whether the City has looked or utilized this funding since.

Other Options

Tax Increment Financing (TIF) and Downtown/Improvement Districts

In meetings with City of Burlington staff, we discussed the option of a TIF or special improvement district that could create value the City could bond against to support capital projects⁴. Additionally, the City seeks information on Revenue Anticipation Notes (RANs) and Tax Anticipation Notes (TANs), which can serve as short-term funding sources to offset financing gaps. RANs are repaid from project revenues, while TANs are refunded by anticipated tax receipts and unencumbered revenue. The City asked the Abt Team to research these potential funding sources which are discussed below.

Project-Specific TIF Districts

If the Vermont legislature passes new legislation to authorize project-specific TIFs, we would recommend that the City consider applying it to this parcel. The current tax base for the site is likely to be exceptionally low, so there may be a sizable tax increment once the property is occupied and in use. However, such legislation does not currently exist.

Absent new legislation for a project-specific TIF, Burlington could investigate establishing a shallow TIF with city-specific taxes, which does not appear to require state approval, or requesting state approval for another full TIF, which includes education taxes. The City would need to investigate whether a TIF with city-specific

³ Examples from [HUD Exchange Project Profiles](#)

⁴ Based on mapping by the [Vermont Department of Housing and Community Development Planning Atlas](#), the Memorial Block Site is already included in Burlington's Downtown TIF District. If this map is accurate, the site cannot form part of another TIF district.



taxes is worth the headache involved; as you know, the bulk of property taxes are school taxes, so the bonding capacity of a shallow City-specific TIF may be relatively low. Given how controversial TIFs are and the sensitivity surrounding school taxes right now in Vermont, pursuing state approval for a full TIF seems like an option to be pursued only as a last resort, in the event other funding sources prove insufficient.

Revenue Anticipation Notes (RANs)

We have done some research into the establishment of a special services or business improvement district as an alternative to a TIF, raising funds that could be used as a source of repayment for a revenue anticipation bond. However, we could not find confirmation that a property-specific district would be allowable in Vermont. The City would need to confer with counsel on this. However, even if strictly allowable, or a power that the legislature may be willing to grant the City, it is questionable whether the charges that could reasonably be assessed would be sufficient to support a large enough bond to make the administrative costs worthwhile. Keep in mind that the charges would raise hotel rates and possibly rents. Moreover, it may be a bad precedent to set the expectation that the City will create property-specific assessment districts for new projects going forward, especially when the property is eligible for New Markets Tax Credits and Opportunity Zones that could provide large sums of money for the project without the special assessment district.

We did find that the Cities of [Westminster](#) and [Cavendish](#) have been granted legislative authority to establish special services districts that could potentially be used to fund infrastructure costs for particular parts of the city. The statutes provide that the “Special service districts shall be reasonable geographically, taking into account the areas and persons actually benefitted, types of services to be provided...,” so there would need to be a tight nexus between the services being provided and the area subject to the district. (There is [similar authority](#) to establish such districts in rural parts of the state.) While it is not clear whether this kind of authority would authorize a property-specific district, to the extent that the City has outdated infrastructure that needs to be upgraded in specific places, potentially a special services district could provide a vehicle for doing so without a TIF, though again it will require special assessments to be levied, which would raise rents, home prices, and retail prices. We are not experts on the legislative authorities governing the City of Burlington, so it is possible the City already has this authority. Should you wish to pursue this, we recommend consulting your counsel.

Minnesota



The Historic Coliseum Building

Minneapolis, MN (2024)

The Historic Coliseum Building is an 80,000 sq. ft. office and retail building located in Downtown Longfellow, a neighborhood on the southside of Minneapolis. Built in 1917 one block over from where Lake Street intersects Minnehaha Avenue, the building became the heart of Downtown Longfellow where Minneapolis Moline workers and their families would gather to shop at Freeman's, a family-owned department store. In 2020, it was severely damaged during civil unrest after the nearby murder of George Floyd.

The building was nearly demolished after the riots until Redesign, Inc., a community development organization with deep roots in the Longfellow area, bought it for \$2 million in 2021. Redesign, Inc., along with BIPOC business owners, Alicia Belton (Urban Design Perspectives), Janice Downing (Common Sense Consulting), and business co-founder, Shanelle Montana (Du Nord Social Spirits) partnered and co-developed the Historic Coliseum Building Redevelopment Project.

FINANCING

NMTC Financing: Midwest Minnesota Community Development Corporation, Sunrise Bank, Mid-City Community CDE: \$21.75 million

Equity Investor: U.S. Bancorp Impact Finance

Total Project Cost: \$28.25 million

IMPACT

- 90 construction jobs
- 50 permanent jobs

COMMUNITY

- Median Income: 56% of the AMI
- Damage during civil unrest

NMTC financing from MMCDC will help build a more equitable economic future for Minneapolis.

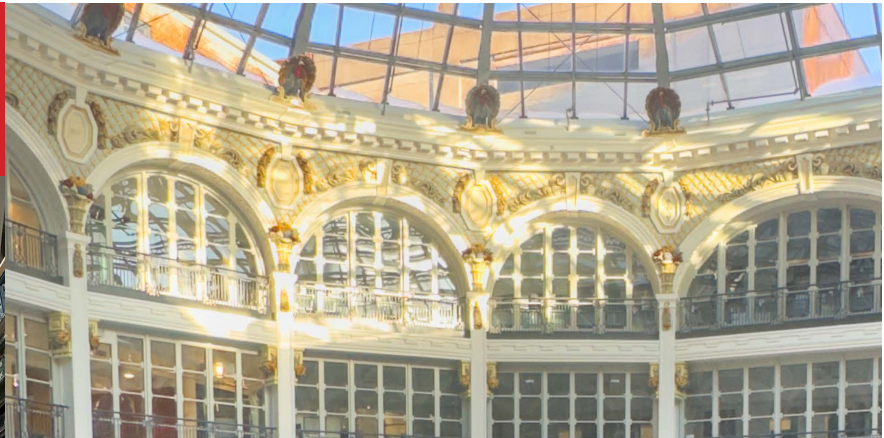
The \$28.25 million renovation project was possible thanks in part to NMTC financing from Midwest Minnesota CDC, Mid-City Community CDE, and Sunrise Bank, along with additional loans from LISC, PACE funding, and Historic Tax Credit equity. US Bank provided NMTC equity to the project.

Following renovation, the building reopened on Juneteenth, 2024. It now serves as a hub for BIPOC-owned businesses.

The historic structure has long been a destination for community commerce, and it will now enter a new chapter of its history following its four-year transformation.

"The New Markets Tax Credit financing from MMCDC came in first and was so easy to work with," said Taylor Smrikarova, Real Estate Development Director at Redesign. "The team made several visits to the site and our offices and truly partnered with us through this entire process. Construction would not have been possible without their commitment."

Ohio



Dayton Arcade

Dayton, OH (Phase 1: 2019; Phase 2: 2023)

The Dayton Arcade is a historic and architecturally significant complex in the heart of downtown Dayton, Ohio. Originally built in 1902, the Arcade suffered from the effects of broader disinvestment in the central business district and was closed to the public in 1990. Friends of the Dayton Arcade, a group focused on saving these buildings, was formed in 2007 and led a community-wide effort to generate interest among developers and bring the Arcade back to life.

FINANCING

NMTC Financing: Dayton Region New Market Fund, Consortium America, MBS Urban Initiatives, RBC Community Development: \$55 million
Equity Investors: PNC and Dudley Ventures
Total Project Cost: \$128.2 million

IMPACT

- 290 construction jobs
- 528 permanent jobs
- Urban grocery expansion is part of the development and projected to serve over 50,000 people annually
- Total building renovation: 516,608 sq. ft.

COMMUNITY

- Severely distressed census tract with a poverty rate over 40%

“The New Market Tax Credit investment and CityWide’s leadership were essential to completing the second phase of the Arcade development.”

-Dave Williams, vice-president of development for Cross Street Partners, lead developer for the Arcade Project.

Investment fills financing gap and ends 30 years of vacancy for iconic Dayton structure

Dayton Region New Market Fund, an affiliate of CityWide Development Corporation, has played an important role in the renaissance of these iconic buildings by providing two NMTC investments in 2019 and 2023, totaling \$34 million. The first phase of the \$91 million redevelopment included securing a major partnership agreement with the University of Dayton (UD) to locate its business and entrepreneurship programs in the renovated Arcade. UD became the Arcade’s anchor tenant with “The Arcade Innovation Hub,” a 95,000 sq. ft. space devoted to creativity and collaboration. The first phase also created 110 units of primarily affordable housing, bringing residents back to the Arcade for the first time in 40 years. Creative spaces, an art gallery, studios, and restaurants were also part of renovations. The spaces opened to the public in September 2021.

Following phase one, Arcade partners began to explore a second phase of renovation to continue the revitalization of the complex and bring more amenities to Dayton. A leading tenant, Hilton Garden Inn, was secured to bring 91 hotel rooms to the Arcade, located just blocks from Dayton’s convention center and the Levitt Pavilion, an outdoor concert venue. In addition, the development expands downtown’s only grocery store to provide more robust food options.

Both phases of restoration, totaling over \$128 million, attracted multiple sources of funding in addition to NMTCs. This included support from the city and county, state and federal historic tax credits, low-income housing tax credits, an additional loan from Dayton Region New Market Fund, and private philanthropy. The redevelopment of the Dayton Arcade has created over 500 jobs and numerous retail options for small businesses in the refreshed spaces. Through the grocery expansion, over 50,000 people will have access to fresh food. Phase two is expected to be completed in 2025.

Opportunity Zone Development Profile



Ox Fibre Apartments

Location: **Frederick, MD**

Congressional District: **Maryland 6th**

Opportunity Fund Manager: **BCC Opportunity Zone I, LLC**

QOZ Business: **400 Church Street Owner, LLC**

Investment Date: **Q3 2019**

Project Details: **Adaptive reuse of historic warehouse into 83 new affordable apartments**

New Affordable Homes Bring Life to an Historic Building in a Dynamic and Thriving Community

Ox Fibre Apartments will bring 83 new affordable apartments to Frederick, MD—a growing community located within one hour of both Washington, D.C. and Baltimore. Layering Opportunity Zones equity with state Low-Income Housing Tax Credits (Housing Credits), federal Historic Tax Credits (HTC), and additional sources of debt will allow the developer to bring a 19th century warehouse back to life while providing much-needed one-, two-, and three-bedroom homes at price points affordable to current residents.

At the county level, Area Median Income (AMI) has increased by an average of 1.9 percent annually since 2010, with a notable 9 percent spike from 2017 to 2019. However, within this Opportunity Zone, 20 percent of workers earn \$15,000 or less per year, contributing to the fact that 40 percent of low-income families within the zone pay more than half of their incomes towards housing costs.

Ox Fibre Apartments will help to alleviate those cost pressures for local residents, some of whom are on waiting lists of up to 275 families for affordable homes within the same community. Once completed in Q1 2021, homes will be available to families earning 40 to 60 percent of AMI, saving low-income renters approximately \$200 to \$500 per month as compared to a similar apartment.

Having affordable places to live in a dynamic city like Frederick is key for low-income families. There is a bus stop on site, and the Frederick MARC train station and C. Burr Artz Public Library are located within a half mile. Residents also have close access to public schools, Hood College, Frederick County Community College, the local YMCA, government offices, Frederick Memorial Hospital, and the county's largest employer, Fort Detrick.

Projected Impact*

Full-Time Equivalent Jobs Supported (excludes construction)	38
Construction Jobs Supported	56
Total Wages Generated	\$5 million
Local Fee Revenue due to Construction	\$448,200
State and Local Tax Revenue due to Ongoing Operations	\$539,500 annually

*The National Association of Home Builders' National Impact of Home Building model was used to project the economic impact of this investment. These estimates are calculated on a nationwide basis and actual local impact may vary.

Community Stats

	Census Tract 7722	DC-VA-MD-WV MSA
Median Family Income:	\$59,750	\$113,810
Poverty Rate:	19%	8.3%
Adults Not Working:	25%	19%
Minority Population:	28%	54%
Bachelor's Degree or Higher:	29%	50%
Housing Vacancy:	4.2%	5.6%

Opportunity Zone Development Profile

Capital Stack and Phasing

As is typical in financing real estate, multiple sources of funding have been leveraged for this project. The chart below illustrates both the different sources of financing used to date and the point in which each source was accessed during development.



- Freddie Mac debt – \$10.5 million
- Housing Credit equity – \$7.1 million
- Historic Tax Credit equity – \$4.4 million
- Opportunity Zones equity – \$830,000
- State and County debt – \$3.4 million
- Deferred Developer Fee – \$670,000

Total Development Cost: Approximately \$27 million

“

Opportunity Zones work best through public-private partnerships that leverage essential capital and ensure community benefits, and, under Governor Larry Hogan’s leadership, we have tried to create a framework that enables and encourages government investment to support thoughtful, impactful Opportunity Zone projects and businesses across Maryland. The state’s proactive approach is already helping important projects like Ox Fibre Apartments in Frederick where approximately \$15.4 million in state-sponsored debt financing will provide significant funding for a historic rehabilitation effort to transform an abandoned paintbrush factory into affordable, modern, workforce apartments.

– Secretary Kenneth C. Holt
Maryland Department of Housing
and Community Development

”



About the Investment

This creative financing model demonstrates how various state and federal programs are layered to support low-income residents and the role of Opportunity Zones equity in furthering that goal.

Ox Fibre Apartments directly benefited from \$11.5 million in tax credit equity delivered by combining the 4 percent Housing Credit from the Maryland Department of Housing and Community Development and federal HTCs.

The developer, EquityPlus, accessed federal, state and local debt with preferable terms which was key in advancing Ox Fibre Apartments. This included a \$10.5 million tax-exempt permanent loan from FreddieMac with a forward commitment, which mitigates interest-rate risk, as well as subordinate debt totaling \$3.4 million from Frederick County and the state.

The Impact of Opportunity Zones Financing

The Opportunity Zone equity investment of \$830,000 addressed a financing gap that would have otherwise necessitated additional funding from limited public sources which could have meant a significant delay in the project or an inability to move forward as planned.

The state of Maryland, like the federal government, aligned resources to Opportunity Zones, and the guaranteed, long-term, and subordinate debt provided at all levels was key in attracting Opportunity Zone investment needed to provide desperately needed affordable homes in this vibrant community.

About Opportunity Zones

Opportunity Zones are a new national investment tool designed to spur economic growth and community development by encouraging long-term private equity investment in distressed urban, suburban, and rural communities across America. In 2018, local leaders in every state, U.S. territory, and Washington, D.C. supported the nomination of more than 8,700 low-income census tracts for Opportunity Zone designation. Individuals and companies can receive a series of graduated tax benefits based on the amount of time invested in a Qualified Opportunity Fund, which must have 90 percent of assets invested in real estate or operating businesses located in Opportunity Zones. The Opportunity Zones policy is based on the bipartisan *Investing in Opportunity Act*, which was championed by a regionally and politically diverse coalition of congressional cosponsors.

Opportunity Zone Development Profile



Parramore Oaks

Location: **Orlando, FL**

Congressional District: **Florida 10th**

Opportunity Fund Partner: **Alliant**

QOZ Investor: **SunTrust**

Investment Date: **Q1 2019**

Project Details: **New energy-efficient apartment building for families; mixed-income with 96 affordable homes and 24 market-rate homes**

New Energy-Efficient and Affordable Homes Further Community-Driven Strategy for Inclusive Growth

Parramore Oaks will bring 120 new energy-efficient homes and a boost of economic activity to a downtown Orlando, FL community which has been a priority investment area for more than three decades. Developed in partnership with Alliant affiliate Invictus Development, Parramore Oaks is located in a Downtown Orlando Redevelopment Area where the city is pursuing reinvestment and revitalization efforts with an emphasis on providing more homes, cultural arts, retail, and transit options. A comprehensive plan for the Parramore neighborhood was developed in recent years through the “Enhance Central Florida” process—a community-generated plan for sustainable, inclusive transit-oriented development around several SunRail stations. The comprehensive plan called for new affordable and market-rate homes as a measure to prevent resident displacement given an increased desire to live in downtown Orlando.

The mid-rise apartment development will cater to families at various income levels, providing a mix of 96 affordable and 24 market-rate one-, two-, and three-bedroom homes. Of the affordable homes, 12 will be available to those earning up to 40 percent of Area Median Income (AMI)—half of which are reserved for people with special needs and/or those transitioning out of homelessness—and 84 homes will be available to those earning up to 60 percent of AMI. Some rent restrictions could reduce housing costs by as much as 50 percent compared to market-rate rent in this neighborhood, and these homes will remain affordable for the next 50 years.

Parramore Oaks is designed to meet green building and energy efficiency standards of the ICC 700 National Green Building Standard, providing a healthy living environment for residents and allowing for cost-efficient operations. Residents will also benefit from the property’s community space, which will include onsite staff support, exercise/fitness room, library, computer center, meeting space, as well as free activities and workshops. A half-acre city park is located across the street, and residents can easily access jobs, services, and amenities within one mile.

Projected Impact*

Full-Time Equivalent Jobs Supported (excludes construction)	54
Construction Jobs Supported	81
Total Wages Generated	\$7.3 million
Local Fee Revenue due to Construction	\$648,000
State and Local Tax Revenue due to Ongoing Operations	\$780,000 annually

*The National Association of Home Builders’ National Impact of Home Building model was used to project the economic impact of this investment. These estimates are calculated on a nationwide basis and actual local impact may vary.

Community Stats

	Census Tract 0104	Orlando-Kissimmee-Sanford MSA
Median Family Income:	\$20,650	\$61,344
Poverty Rate:	51%	15%
Adults Not Working:	53%	26%
Minority Population:	93%	52%
Bachelor’s Degree or Higher:	17%	30%
Housing Vacancy:	18%	9%

Opportunity Zone Development Profile

Capital Stack and Phasing

As is typical in financing real estate, multiple sources of funding have been leveraged for this project. The chart below illustrates both the different sources of financing used to date and the point in which each source was accessed during development.



- SunTrust Community Capital debt (construction loan/first mortgage) – \$5.6 million
- Housing Credit and Opportunity Zone equity – \$20.8 million
- City of Orlando Community Redevelopment Agency debt – \$1.1 million
- Deferred Developer Fee – \$500,000

Total Development Cost: Approximately \$28 million

“

Florida Housing is proud to be a part of financing much-needed additional affordable units constructed near downtown Orlando, in an Opportunity Zone that further encouraged the development.

– Harold “Trey” Price
Executive Director, Florida Housing
Finance Corporation

”

About the Investment

Parramore Oaks is one of the first developments to combine the Opportunity Zone tax incentive with 9 percent Housing Credits, which were allocated by the Florida Housing Finance Corporation. SunTrust Community Capital (SunTrust) provided a construction loan, which will ultimately be replaced with permanent financing (first mortgage). SunTrust also provided an equity investment leveraging both the Housing Credit and Opportunity Zones tax incentives.

The City of Orlando Community Redevelopment Agency contributed a \$1.1 million zero-interest loan, and Alliant’s affiliated developer, Invictus, deferred a portion of its developer fee. Both provided additional financing relief in the capital stack, allowing the project to move forward.

The Impact of Opportunity Zones Financing

The location of Parramore Oaks in a designated Opportunity Zone resulted in very strong Housing Credit equity pricing of \$0.985 per \$1.00 of Housing Credit allocated.

By combining a tax-advantaged Opportunity Zone investment with 9 percent Housing Credits, the developer was able to reduce the amount of debt borrowed, resulting in interest cost savings. This cost savings allowed for lower rents throughout the development, including those affordably priced for very low-income residents, and enabled the 50-year commitment to maintaining affordable rents.

Leveraging the Opportunity Zone tax incentive with significant resources from the Florida Housing Finance Corporation and a local contribution in the form of a loan from the City of Orlando Community Redevelopment Agency was instrumental to targeting rents at levels affordable to existing community residents.



About Opportunity Zones

Opportunity Zones are a new national investment tool designed to spur economic growth and community development by encouraging long-term private equity investment in distressed urban, suburban, and rural communities across America. In 2018, local leaders in every state, U.S. territory, and Washington, D.C. supported the nomination of more than 8,700 low-income census tracts for Opportunity Zone designation. Individuals and companies can receive a series of graduated tax benefits based on the amount of time invested in a Qualified Opportunity Fund, which must have 90 percent of assets invested in real estate or operating businesses located in Opportunity Zones. The Opportunity Zones policy is based on the bipartisan *Investing in Opportunity Act*, which was championed by a regionally and politically diverse coalition of congressional cosponsors.

Opportunity Zone Development Profile



The Tappan

Location: **Cleveland, OH**

Congressional District: **Ohio 11th**

Opportunity Fund Manager: **PNC Bank**

QOZ Business: **Tappan Opportunity Zone, LLC**

Investment Date: **Q2 2019**

Project Details: **New mixed-use, mixed-income building with 95 apartments and a 2,000-square-foot bakery**

Hometown Developer Carves Out Space for Neighbors in Revitalizing Community

Cleveland-based Sustainable Community Associates (SCA) have broken ground on their fourth development in the city—The Tappan—which will bring 95 new apartments and a bakery to the Tremont neighborhood. SCA views The Tappan as building upon Cleveland's ongoing efforts to revitalize the Tremont neighborhood and invest along the Scranton Corridor. Once completed in Q3 2020, The Tappan will offer homes that are affordable, and will provide a local entrepreneur the opportunity to open a bakery on the ground floor.

The Tremont neighborhood is located within a five-minute drive of downtown Cleveland, and is home to one of the city's largest anchor institutions, MetroHealth. The healthcare provider has embarked upon a \$1 billion renovation of its main campus, making it the first health care system to anchor an EcoDistrict in the U.S. The revitalization of MetroHealth's campus has sparked broader investment interest in Tremont and along the Scranton Corridor. Having community-based developers like SCA steward revitalization efforts—just as they have with their other Tremont developments, The Fairmont Creamery and Wagner Awning Building, can help to foster inclusive growth amidst broader reinvestment.

The Cleveland City Planning Commission notes that, while major new housing developments are contributing to the rebirth of the Tremont neighborhood, the increased investment brings with it the challenge of ensuring residents will continue to have affordable places to live. The Tappan is a new building and therefore is adding new homes to the community. Leveraging the Opportunity Zones tax incentive allowed SCA to provide lower rents. Sixty percent of the homes will be workforce apartments, ensuring there are affordable places to live in a neighborhood poised for increased investment.

Projected Impact*

Full-Time Equivalent Jobs Supported (excludes construction)	43
Construction Jobs Supported	64
New Jobs Created due to Retail	17
Local Fee Revenue due to Construction	\$513,000
State and Local Tax Revenue due to Ongoing Operations	\$617,500 annually

*The National Association of Home Builders' National Impact of Home Building model was used to project the economic impact of this investment. These estimates are calculated on a nationwide basis and actual local impact may vary.

Community Stats	Census Tract 1041	Cleveland MSA
Median Family Income:	\$26,607	\$69,998
Poverty Rate:	43%	37%
Adults Not Working:	45%	26%
Minority Population:	68%	30%
Bachelor's Degree or Higher:	18%	30%
Housing Vacancy:	19%	11%

Opportunity Zone Development Profile

Capital Stack and Phasing

As is typical in financing real estate, multiple sources of funding have been leveraged for this project. The chart below illustrates both the different sources of financing used to date and the point in which each source was accessed during development.



- Opportunity Zones equity (developer and partner) – \$6.9 million
- Opportunity Zones equity (PNC Bank) – \$11.4 million
- City of Cleveland debt – \$180,000
- PNC Bank debt – \$3.8 million

Total Development Cost: Approximately \$22.3 million

“

Some of our investors are able to invest into this project and take less of a return than they typically would, due to the additional tax benefits from the Opportunity Zone. What that means is our capital stack is less stressed for dollars, so we're able to take some of the units and [charge less for] them, and still pay back our investors.

– Josh Rosen
Partner, Sustainable Community Associates

”

About the Investment

PNC Bank (PNC) is supporting The Tappan through both a \$3.8 million construction loan and an \$11.4 million equity investment financed through its Qualified Opportunity Fund; both closed in Q2 2019. PNC's investment was catalytic in attracting additional Opportunity Zone investments totaling \$6.9 million through two separate Opportunity Funds.

The Opportunity Zones equity will remain invested in the deal through 2029, when the project will refinance and recapitalize. At that point PNC has the option to put its equity interest to the partnership, which would allow SCA to take ownership interest in The Tappan.

SCA secured a \$180,000 loan from the City of Cleveland to finance the project, and the project will also benefit from a 30-year non-school tax increment financing package in addition to the city's typical 15-year residential property tax abatement.

The Impact of Opportunity Zones Financing

Workforce housing, sometimes referred to as “the missing middle,” is typically defined as homes that are affordable to those earning 80 to 120 percent of Area Median Income.

The Opportunity Zone benefit enables the developer to deliver apartments at lower rents than would otherwise be sufficient to generate the necessary equity capital for development.

SCA is ensuring 60 percent of the apartments are affordable to the missing middle—people who are not eligible for affordable housing support due to income but still often pay too much for housing. In total, 59 apartments will be reserved for people earning 80 to 120 percent of Area Median Income.



About Opportunity Zones

Opportunity Zones are a new national investment tool designed to spur economic growth and community development by encouraging long-term private equity investment in distressed urban, suburban, and rural communities across America. In 2018, local leaders in every state, U.S. territory, and Washington, D.C. supported the nomination of more than 8,700 low-income census tracts for Opportunity Zone designation. Individuals and companies can receive a series of graduated tax benefits based on the amount of time invested in a Qualified Opportunity Fund, which must have 90 percent of assets invested in real estate or operating businesses located in Opportunity Zones. The Opportunity Zones policy is based on the bipartisan *Investing in Opportunity Act*, which was championed by a regionally and politically diverse coalition of congressional cosponsors.

TIFIA 49 - Special Financing for Transit and Transit-Oriented Development

Build America Bureau Financing Opportunities

The U.S. Department of Transportation's Build America Bureau can finance transit and transit-oriented development (TOD) projects that improve or construct public infrastructure or advance economic development. TIFIA 49 makes transit and TOD projects eligible for loans up to the maximum level permitted by law through the Transportation Infrastructure Finance and Innovation Act (TIFIA) program (49 percent of total costs whereas most other projects are eligible for TIFIA loans up to 33 percent):

- Transit projects are those eligible for assistance under Chapter 53 of Title 49, U.S. Code, i.e., projects eligible for FTA funding, such as capital projects or associated improvement infrastructure or vehicles for public transportation systems, including but not limited to bus, subway, light rail, commuter rail, trolley, or ferry, etc.
- TOD projects are those eligible for assistance under 23 U.S.C. § 601(a)(12)(E), i.e., projects to improve or construct public infrastructure that are either (1) located within walking distance (approximately 1/2-mile) of, and accessible to, a fixed guideway transit facility, passenger rail station, intercity bus station, or intermodal facility, including transportation, public utility, or joint development projects, and related infrastructure; or (2) for economic development, including commercial and residential development, and related infrastructure and activities. —(a) that incorporate private investment; (b) that are physically or functionally related to a passenger rail station or multimodal station that includes rail service; (c) for which the project sponsors have a high probability of commencing the contracting process for construction by not later than 90 days after the date on which credit assistance under the TIFIA program is provided for the projects; and (d) that have a high probability of reducing the need for financial assistance under any other Federal program for the relevant passenger rail station or service by increasing ridership, tenant lease payments, or other activities that generate revenue exceeding costs.

TIFIA Federal Requirements, Terms and Conditions

Projects must be at least \$10 million in size and may borrow up to 49 percent of eligible project costs. Projects must comply with applicable federal requirements and policies associated with federal funding programs. TIFIA has favorable terms including low interest rates (Treasury rate), interest does not accrue until proceeds are drawn, flexible amortization, up to 35 year repayment period, deferrable for five years after substantial project completion and no pre-payment penalty.

Denver Union Station

\$500 million in public investment transformed a decommissioned rail-yard into a vibrant, mixed-use area, with \$3.5 billion in private development projects as well as more than \$2 billion in economic impact annually.



Transit Corridor Development
Phoenix, Arizona

ABOUT the BUREAU

The Bureau advances investment in America's transportation infrastructure with low-interest, long-term loans:

- Lending Federal funds to qualified borrowers
- Clearing roadblocks for credit worthy projects
- Encouraging best practices in project planning, financing, and delivery
- Fully using available lending capacity while protecting taxpayer resources

We're Easy to Reach!

Build America Bureau staff is able to provide technical assistance for transit or TOD projects exploring TIFIA, public-private partnerships, or any other kind of innovative finance.

202-366-2300

buildamerica@dot.gov



Mixed-Use Development Case Study: Crosstown Concourse



View of Crosstown Concourse from on-site parking deck.

Location: Memphis, Tennessee

Year of Section 108 Guaranteed Loan Closing: 2014

Key Numbers

\$4 million Section 108 guaranteed loan

\$205 million total project cost

426 full-time jobs created

56% of jobs created thus far have been filled by individuals in low- and moderate-income (LMI) communities

Partners

Crosstown Arts: Non-profit founding partner, tenant, and developer

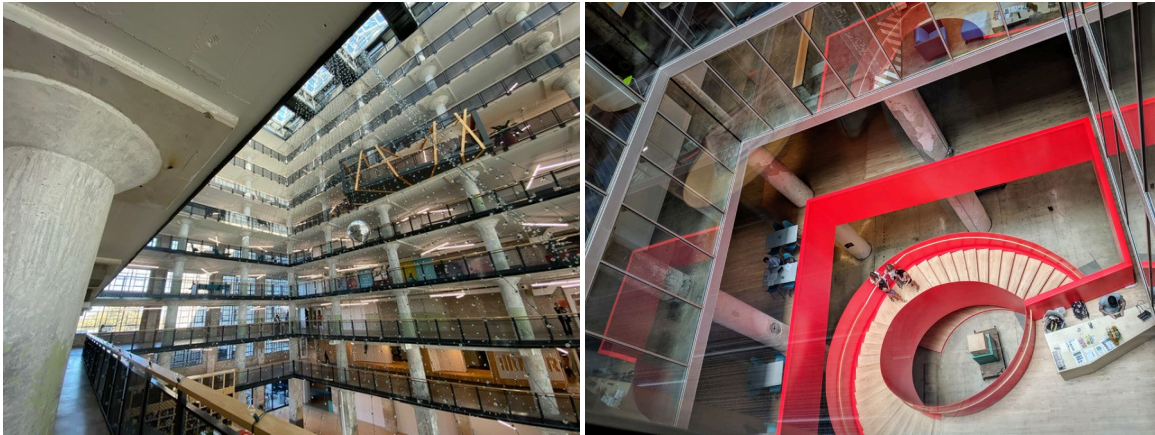
Healthcare Partners: Methodist Le Bonheur Healthcare, Church Health Center, and American Lebanese Syrian Associated Charities (ALSAC)/St. Jude Children's Research Hospital

Education Partners: Crosstown High, Gestalt Community Schools, Memphis Teacher Residency, Christian Brothers University, and Rhodes College

City of Memphis: Borrower of Section 108 guaranteed loan funds and recipient of Department of Housing and Urban Development's (HUD's) Brownfield Economic Development Initiative (BEDI) grant

Mixed-Use Development Case Study: Crosstown Concourse

Project Description



View of main atrium (left). View of staircase in Crosstown Arts east atrium (right).

The Crosstown Concourse project transformed a former Sears distribution center into a multi-use facility providing employment, medical services, education, and housing. The redevelopment of this ten-story warehouse building and associated structure as a mixed-use development created an economic anchor in the City's Midtown neighborhood.

Crosstown is described historically as a working-class neighborhood, with the former Sears Distribution Center the dominant feature and economic engine from the 1940s to the mid-1980s. The original ten-story Sears building was constructed in 1927. The retail store closed in the early 1980s and the building was abandoned entirely in 1993. The neighborhood entered a steady rate of decline, with its main street transitioning from a vibrant hub of activity to a strip of boarded-up and empty storefronts. The building was transformed from a beloved symbol of commerce, interaction, and economic mobility into one of the most prominent and pernicious examples of blight in the City.

Crosstown Arts, a non-profit created to facilitate the redevelopment of the property, led this effort to reimagine the historic Sears Crosstown building as a mixed-use, "vertical urban village." In August 2012, Crosstown Arts provided the City of Memphis with the opportunity to change decades of abandonment by assembling eight founding partners – local well-known healthcare, education, and arts organizations – who indicated their collective commitment to inhabit nearly 600,000 square feet of the historic building. As a result, the City granted \$4 million in Section 108 loan proceeds to the project as part of a larger \$15 million contribution, which included a HUD BEDI grant, Capital Improvement Program financing, and energy credits.

The property includes 260 apartments on floors seven through ten that are home to young leaders in arts, education, and healthcare. Artists, teachers, doctors, and scientists in the various residency programs of the founding partners are living in studio, one-, two-, and three-bedroom apartments. A minimum of 20% of the units are restricted for affordable housing.

Mixed-Use Development Case Study: Crosstown Concourse

Loan Features

The project uses the New Markets Tax Credit (NMTC) financing structure, which limits the debt repayment during the first seven years of the loan and provides a defined structure for all the loans and equity in the deal. The City disbursed the Section 108 funds and BEDI grant as a subordinate loan into the upper tier of the NMTC structure. This structure enabled the City to leverage the Section 108 loan to secure approximately \$189 million in additional investment. The City assumed responsibility for paying off the Section 108 loan with non-ad valorem revenues from its General Fund amortized over 20 years.

Community Benefit

The project provides a wide range of community, health, education, and employment services, as well as neighborhood-serving retail outlets, restaurants, and entertainment venues. The project qualified for Section 108 financing through the creation of jobs for LMI individuals. As of December 2018, 426 jobs have been created, providing quality, accessible jobs in the Midtown area. Three job fairs were held in 2016, 2017, and 2018 to ensure outreach to individuals in LMI communities. Of these jobs, 56% have been filled by individuals who either qualify as LMI or live in LMI areas. Additional jobs will continue to be created as the facility continues to be leased-up. The Crosstown project also generated indirect jobs, including 1,274 construction jobs, with 30% of construction contracts awarded to businesses owned by women and people of color.

In addition to job creation, this project revitalized a vacant and deteriorating building that sat empty for more than 20 years. The building in its previous state acted as a major deterrent to investment and economic development in the neighborhood. The opportunity to redevelop this property into an asset and economic anchor was of such importance that the City quickly pushed this project to the top of its priorities. The City's Consolidated Plan identified the need to leverage private investment into Midtown development projects that produced jobs for LMI individuals. The revitalization of the existing vacant building into a vibrant mixed-use vertical urban village anchored in arts, education and healthcare will also increase economic activity in the surrounding area, thus expanding economic opportunities. Moreover, this development brought additional essential services to the Midtown area. In particular, Crosstown includes a YMCA as well a new public charter high school and several healthcare centers targeted to serve LMI individuals.

Mixed-Use Development Case Study: Crosstown Concourse

Sources & Uses

SOURCES ¹ :		USES:	
New Market Equity	\$ 16,700,000	Acquisition	\$7,000,000
History Tax Equity	36,000,000	Hard Costs	104,000,000
Sponsor Equity	31,000,000	Tenant Improvements	50,000,000
Delta Regional Authority Grant	250,000	Other Hard Costs	5,300,000
Section 108 Loan	4,000,000	Soft Costs	22,600,000
BEDI Grant	2,000,000	Financing and Fees	12,500,000
Qualified Energy	8,150,000	Reserves	3,600,000
Conservation Bonds City Capital Improvement Program	2,900,000	TOTAL	\$ 98,100,000
Shelby County	5,000,000		
Mezzanine Loan	12,500,000		
Senior Loan	86,500,000		
TOTAL	\$ 205,000,000		

Why 108?

The City chose to utilize Section 108 funds to address a high-priority community redevelopment need, the revitalization of the Midtown area. The projected increased tax revenue and jobs generated by the project were deemed sufficient to cover the cost of the Section 108 guaranteed loan's debt service.

Lessons Learned: Key Takeaways

- Compiling and filing related project documentation throughout the project planning and implementation process is critical.
- Utilize non-conventional development partners and involve a wide range of community stakeholders to ensure that the project takes advantage of hidden community assets and is consistent with community needs and priorities.
- Involve local government's finance department and appropriate real estate attorneys throughout the project planning and implementation process.
- Complex development projects like the Crosstown Concourse require technical expertise in reviewing and underwriting the financial structure and providing appropriate oversight during the development process.

¹ As reported in 2019 from Project Developer

Mixed-Use Development Case Study: Crosstown Concourse

Learn More

CrosstownConcourse.com

HUD Section 108 Program Eligibility:

National Objective: Activities benefiting low- and moderate-income persons through job creation under [24 CFR 570.208\(a\)\(4\)\(i\)](#).

Eligible Activity: Provision of assistance to a for-profit developer for a special economic development activity under [24 CFR 570.703\(i\)\(1\)](#), pursuant to [24 CFR 570.203\(b\)](#).

Public Benefit Standard: Projected to meet the individual standard at [24 CFR 570.209\(b\)\(3\)\(i\)\(A\)](#) of one full-time equivalent (FTE) job per \$50,000 in Section 108/BEDI assistance by creating 877 FTE jobs for \$6,000,000 in combined Section 108 and BEDI funds.

Hotel Redevelopment Case Study: Farragut Hotel



Farragut Hyatt Place after the redevelopment.

Location: Knoxville, Tennessee

Year of Section 108 Guaranteed Loan Closing: 2016

Key Numbers

\$2.9 million Department of Housing and Urban Development (HUD) Section 108 guaranteed loan

\$18.4 million total project cost

61 full-time jobs created

165 hotel rooms added to downtown

Partners

Dover Development: Project Developer

City of Knoxville: Borrower of the Section 108 guaranteed funds to re-lend to the developer, facilitated PILOT (payment in lieu of taxes) agreement, and administered HUD assistance, including monitoring

Hyatt Hotels: Hotel management company for the project

Knox Heritage: Local historic advocacy group, which assisted with the Tennessee State Historic Review

Atlanta Capital Bank: Senior lender that provided construction and permanent financing

Hotel Redevelopment Case Study: Farragut Hotel

Project Description



Updated hotel lobby (left). One of the redeveloped hotel rooms (right).

The City of Knoxville used \$2.9 million in Section 108 loan funds to help fund the redevelopment of the historic Farragut Hotel building in downtown Knoxville. The 137,000-square-foot building, first opened in 1919, had been vacant for nearly a decade and was the last vacant building in the City's designated Empowerment Zone to be redeveloped. The City considered the redevelopment of the Farragut Hotel to be the final puzzle piece in a revitalized downtown on the rise. Dover Development, a local developer, preserved the historic elements of the building while rehabilitating it into a Leadership in Energy and Environmental Design (LEED)-certified, mixed-use space, with 900 square feet of storefront commercial space and a 165-room Hyatt Place Hotel. The building contains a cocktail bar and a meeting and an event space – all of which created much-needed jobs and stimulated economic development in Knoxville's downtown core. The redeveloped hotel opened its doors to guests again in January 2018.

Loan Features

The \$2.9 million loan carries a 20-year term, with principal payments starting in the fourth year. The three years of interest-only payments helped preserve cash flow until the hotel was able to operate at full capacity. The City of Knoxville provided a \$7.7 million, 25-year PILOT agreement to reduce property taxes as additional support alongside the Section 108 loan funds. These financing sources further increased the project's operating viability. The City has a second lien position on the property subordinate to the bank financing and a continuing guarantee from the developer.

Sources and Uses

SOURCES ¹ :		USES:	
Owner Equity	\$4,000,000	Building/Land	\$4,000,000
Historic Tax Credits	2,700,000	Construction Hard Costs	11,200,000
HUD Section 108 loan	2,900,000	Furniture, Fixtures & Equipment	950,000
Construction/Permanent Loan	8,830,000	Soft Costs/Other	2,280,000
Total	\$18,430,000	Total	\$18,430,000

¹ As reported in the City of Knoxville Application for Section 108 Loan Guarantee Application, 2015.

Hotel Redevelopment Case Study: Farragut Hotel

Community Benefit

The project met the Section 108 national objective requirements through the creation of jobs, the majority of which would be held by or made available to low- and moderate-income (LMI) individuals. Since the project is located in a high-poverty area, all jobs that were or will be created are presumed to benefit LMI individuals without the developer and City being required to document household income. Approximately 61 permanent, full-time equivalent (FTE) jobs are expected to be created by the project, providing quality, accessible jobs in downtown Knoxville.

Just as important, the project will stimulate economic development and create additional indirect jobs beyond the hotel jobs by catalyzing development in the downtown area. The project's transformation of a vacant building into a destination hotel will attract more and larger conventions to downtown Knoxville and contribute to increased tourism, including patronage to the nearby Tennessee Theater.

Why 108?

The City's Section 108 loan provided access to a low interest rate and flexible terms that were necessary for the project to be successful. By having the flexibility to pay interest only for three years, the developer could preserve the project's limited initial cash flow to build clientele to reach the hotel's full capacity. The City of Knoxville targeted its use of the Section 108 loan funds on a project that would create jobs, particularly in its downtown area. Additionally, a key priority for the City was investments in projects that would generate income to repay the Section 108 loan. The Section 108 loan funds filled a financing gap in this project, allowing for restoration of a historic building to its original use as a hotel.

Lessons Learned: Key Takeaways

- Involve your local finance department and attorneys as soon as possible, as it is easier to make changes to the deal and how the financing is structured in the beginning of the process.
- Using Section 108 loan funds for construction triggers the Davis-Bacon prevailing wage rates, which, depending on local conditions, can increase construction costs.

Learn More

[Farragut Hotel](#)

HUD Section 108 Eligibility:

National Objective: The activity benefits LMI persons through job creation or retention activities through presumptive benefit at [24 CFR 570.208\(a\)\(4\)\(iv\)\(B\)](#).

Eligible Activity: The activity qualifies as a special economic development activity with assistance provided to a private, for-profit business under [24 CFR 570.703\(i\)\(1\)](#), pursuant to [24 CFR 570.203\(b\)](#).

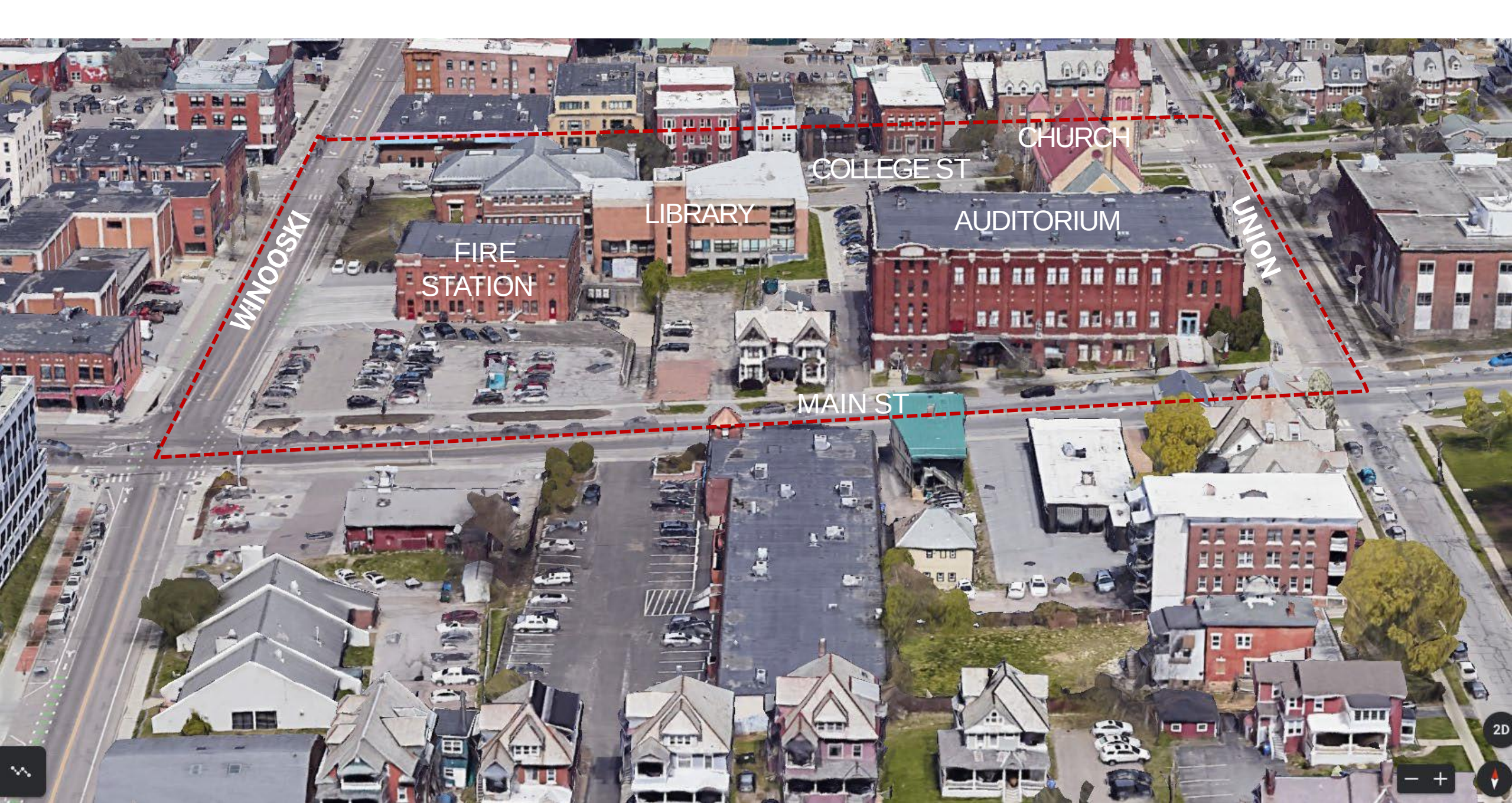
Public Benefit Standard: Meets the individual standard at [24 CFR 570.209\(b\)\(3\)\(i\)\(A\)](#) of one permanent, FTE job per \$50,000 since it was projected to create 61 full-time jobs for \$2,900,000 in Section 108 funds.



Memorial Block Redevelopment Project

City Council Update

March 24, 2025





Background

1990s City began to struggle to keep up with repairs on the building; 1994 failed bond vote.

2013 PlanBTV Downtown provides vision for redevelopment for underutilized sites

2013 *YMCA to Occupy Memorial Auditorium; balance of block to be Mixed-Use w/ Student Housing*

2016 UVM Arena with Hotel on Gateway Block

2016 Memorial Auditorium closed to ensure public safety

2018 Robust Public Process by CEDO leading to Adaptive Re-use plans for Memorial Auditorium as a “Community Hub”; 2019: RFP to find a Private Operator for Memorial Community Hub

2021 Failed Bond Vote that included Memorial Redevelopment

2021 Gateway Block considered as site of new Burlington High School

2022 Successful Bond brings \$1MM to Memorial Stabilization & Future Exploration

2022 Voters approve \$165MM in bonding for new BHS

2022 RFP for Redevelopment through Public/Private Partnership

2023 Selected Proposal (Babaroosa) withdraws proposal for financial feasibility reasons

2023 City facilitates strategic visioning exercise for Gateway Block Redevelopment

2023 City signs LOI with Eric Farrell and Joe Larkin

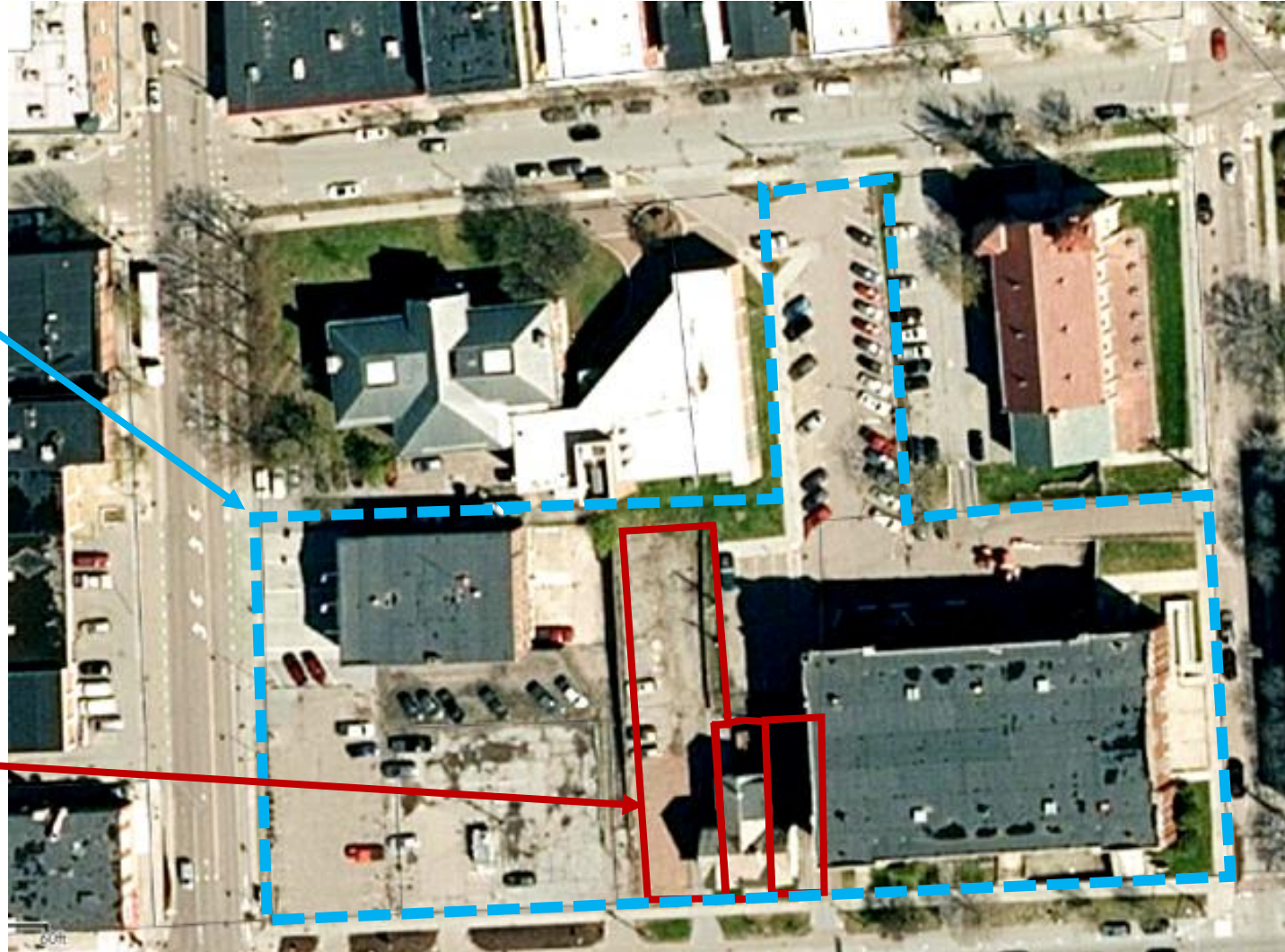
2024 City signs Predevelopment Agreement with Eric Farrell and Joe Larkin



Memorial Block Redevelopment

Development
Parcel

Privately-held
Land





Updates Summary

Community Engagement

- In-person “open house” at Fletcher Free Library (September 2024)
- City & Lake Semester and Preservation Burlington Engagement Fall 2024
- Community survey with 565 responses (November 2024 – January 2025)
 - Ads in North Ave News and Front Porch Forum
 - Stations at Fletcher Free Library, Miller Center, City Hall
- Results: strong preference for a shared public space that is flexible in nature and free to use

Financial Due Diligence

- Conducted by 3rd party consultant
- Strong local partners
- Complex project that will need phasing
- Reviewed by CEDO, BWD, Mayor’s Office, and City’s development consultant
- Review deemed satisfactory

Fire Station Relocation / Public Health & Safety Building

- City is exploring feasibility of a new Public Health & Safety Building which would accommodate Fire Station 1 and One North Ave activities
- Dore & Whittier selected as winning proposal from RFQ

Land Appraisal

- Appraisal prepared by jointly selected appraiser
- Development parcel valued at \$10.8MM
- Results are subject to change based on the permitted program (using the land value per unit established in the appraisal)



Next Steps

- **Conceptual Design Vision and Program (Developers)**
 - Vision for Redevelopment
 - Program: housing units, hotel rooms, commercial space, indoor & outdoor civic spaces, and parking
 - To be shared with Administration and Council caucus leaders in April
- **Preliminary Project Budget (Developers)**
 - Sources & Uses Budget
 - Will serve as foundation for identification of funding and financing sources to be pursued jointly via public-private partnership
- **Community Engagement (City Staff)**
 - Share conceptual Design & Program
 - Continued input on desired public uses
- **Public Health & Safety Building (City Staff)**
 - Phase 1 of project to launch shortly: Site Feasibility, Concept Design, & Community Engagement
- **Interim Development Agreement (for Council Approval)**
 - Staff and Administration to negotiate terms of an interim development agreement
 - Such agreement to outline a recommitment to the partnership and agreement on work to date
 - Valuation methodology
 - Funding sources to be pursued
 - Central Fire Station deal structure
 - Public Engagement



March 20, 2025

Governor Phil Scott
Office of Governor Phil Scott
109 State Street, Pavilion
Montpelier, VT 05609

Dear Governor Scott,

We are witnessing the real and predictable harms created by a severe lack of shelter options, including inadequate capacity in the General Assistance Emergency Housing Program (hotel/motel program). In Chittenden County, data indicates that approximately 250 people are sleeping outside on any given night this winter, primarily in Burlington. This equates to a 6.5-fold increase in unsheltered homelessness since 2023 and is a direct result of reductions in shelter opportunities through the motel program, as well as a structural lack of shelter capacity, both locally and statewide.

This winter, recognizing the high vulnerability of those living outside, the City of Burlington developed a new policy decreasing the threshold temps for Emergency Extreme Cold Shelter from -20 to -10 degrees with windchill. Under these new criteria, the City partnered with CVOEO to activate an emergency shelter over nine nights, resulting in over 620 bed nights with an average nightly census of 70 people. The level of acute need related medical, mental health, and substance use issues was more than we could have imagined. Five people used wheelchairs; more than a dozen people were older adults. We saw people with infected wounds, burns from fires used to keep warm, sores from lack of access to personal hygiene, incontinence, and severe frostbite due to prolonged cold exposure. The City of Burlington and our partner organizations stretched well beyond our capacity to meet a portion of the need for shelter in our community.

In Chittenden County, AHS has shared that 83 households will be exited from the motels on April 1. This group includes at least 18 families and 26 children. Municipalities and service providers do not have the resources to support these vulnerable populations. Our community outreach workers are focused on keeping people alive. Our emergency responders and emergency department are overwhelmed with responding to the acute needs of people without safe shelter.

As Vermont's Governor, we implore you to seriously consider the profound negative impacts your veto will have, not only for the households this affects but the strain that will be placed on municipalities and social service organizations who are already stretched to the limit. The City of Burlington has estimated \$8 million in expenses related to unsheltered homelessness responses in calendar year 2024. These costs to the City are largely supported by municipal taxpayers. As municipal leaders, we are forced into action to support basic human dignity while mitigating health and safety concerns for all residents, businesses, and visitors. We know Burlington is not alone in carrying these additional expenses with an already strained budget. The lift to support people living unsheltered has become impossible – our numbers continue to rise while we continue to see decreases in funding – and in the State's diminishing role in shelter provision. This repeated cycle of

removing people from the motel program with no exit strategy will continue to place an undue burden on municipalities across Vermont, and will continue to force us into prolonged states of crisis response. This is unsustainable and far more costly to Vermonters than extending motel stays through the end of the fiscal year. We want to be partners in creating a sustainable and humane transition out of the motel program – however, that work becomes near impossible when we are constantly forced into a crisis response posture. ***Please sign the compromise Budget Adjustment Act into law to ensure vulnerable households remain stably sheltered through June 30.***

Thank you for your consideration of our urgent request.

Sincerely,

Emma Mulvaney-Stanak
Mayor

Ben Traverse
City Council President
Ward 5

Tom Flanagan
Superintendent
Burlington Schools

Mark Barlow
City Councilor
North District

Becca Brown McKnight
City Councilor
Ward 6

Carter Neubieser
City Councilor
Ward 1

Gene Bergman
City Councilor
Ward 2

Evan Litwin
City Councilor
Ward 7

Melo Grant
City Councilor
Central District

Sarah Carpenter
City Councilor
Ward 4

Marek Broderick
City Councilor
Ward 8

Joe Kane
City Councilor
Ward 3



Office of Mayor Emma Mulvaney-Stanak

149 CHURCH STREET • BURLINGTON, VT 05401 • (802) 865-7272

MEMORANDUM

To: Burlington City Council
From: Theresa Vezina, Special Assistant, OPC Implementation
CC: Mayor Emma Mulvaney-Stanak
Date: March 24, 2025
Subject: Overdose Prevention Center (OPC) Implementation Update

Background

[Act 178](#) of the Vermont Legislature authorized the creation of Overdose Prevention Centers in Vermont, and allocated funding for a pilot project in Burlington. This memo outlines steps taken by the City administration to advance the implementation of an Overdose Prevention Center in Burlington and offers a preview for the Council and public of anticipated next steps in the process.

Progress to Date

- **September 2024:** Vermont Health Department published [OPC operating guidelines](#).
- **November 2024:** The City hired a [Special Assistant on OPC Implementation](#).
- **February 2025:** The City issued a Request for Letters of Intent (LOI) and convened a diverse committee to review submissions.
- **March 5, 2025:** Upon completing LOI review, the committee voted unanimously to recommend Vermonters for Criminal Justice Reform (VCJR) as the partnering provider for OPC implementation.
- **March 6, 2025:** The Mayor officially invited VCJR to collaborate with the City in developing the formal proposal for City Council approval and subsequent submission to the Department of Health.

Letter of Intent Review Process

The Request for Letters of Intent was posted on the City website on February 5, 2025, and distributed via email to a wide range of service providers and community partners. The Special Assistant on OPC Implementation then convened a diverse Review Committee to assess the LOIs received. The Request for LOIs closed on February 26, with one qualified proposal from Vermonters for Criminal Justice Reform. The Review Committee met on March 5 after all members had the opportunity to independently review and score the submission. After reviewing group scores and discussing the submission in detail, the committee voted unanimously to recommend VCJR as the City's partner for implementation. The following individuals served on the Review Committee:

- Theresa Vezina, Special Assistant on OPC Implementation
- Joe Magee, Deputy Chief of Staff
- Sarah Russell, Special Assistant to End Homelessness
- Jennifer Tomczak, Burlington Board of Health
- Judy Rivers, Burlington Board of Health

- Lacey Smith, Assistant Director of CAIP
- Mike LaChance, Chief, Burlington Fire Department
- Martina Anderson, Director of Communications, Vermont Association for Mental Health and Addiction Recovery (VAMHAR)
- Dr. Elly Riser, MD, MPH UVM Health Network

See Appendix A for the scoring rubric and Appendix B for anonymized scores from the review committee.

About Vermonters for Criminal Justice Reform (VCJR)

VCJR is a Vermont nonprofit organization based in Burlington and has been in operation since 2013. Their mission is to reduce harms associated with the criminal legal system and help those impacted by that system to build healthy lives.

Tom Dalton and Jess Kirby have been community leaders in advocating for harm reduction and public health approaches to substance use, and leaders in implementing innovative harm reduction and public health programs in Burlington.

Next Steps

The City and VCJR are actively working develop the proposal, focusing first on Planning & Capacity Building to ensure readiness before full implementation. This phased approach has been approved by the Department of Health and is in alignment with the requirements in the Operating Guidelines. The City will have a Cooperative Agreement in place with VCJR at the time of submission of the proposal.

1. **Proposal Development:** The City and VCJR are co-developing a proposal for City Council approval, a necessary step to receive funding through Act 178. This will be completed by March 28th for City Attorney review and next steps.
 - a. Phase 1 (2025/2026) of the proposal will include:
 - i. **A Service Assessment (Guideline Requirement).** The Service Assessment will engage key community partners and stakeholders including local social service providers, medical and substance use health providers, law enforcement, EMS, public health officials and community organizations.
 - ii. **Community engagement and education.** To begin in April 2025, led by the City and VCJR to understand concerns and promote transparency.
 - iii. **OPC Management Guideline Requirement.** This requires the Administrative Body to work in collaboration with VCJR staff to develop initial workplan, policy & procedures, operational and financial systems, determine staffing needs, develop training & safety protocols and identify location etc.
 - iv. **Site Selection.** VCJR in collaboration with City's Special Assistant on OPC Implementation will begin planning for site selection, adhering to zoning requirements to ensure the successful lease or purchase of a building.
 - v. **A Neighborhood Impact Assessment** will be conducted as part of the site selection planning. We will take into consideration proximity to public

transportation and other health and social services, address community safety concerns and look at participant utilization based on the current data on overdose incidents.

- b. Phase 2 & 3 (2026/2027) will focus on site compliance, operations, additional staffing, supplies and service provision, ultimately leading to opening the doors to participants

2. City Council Review & Approval Timeline

- a. **March 10, 2025:** Update from the Mayor on selection of VCJR as partner organization.
- b. **March 24, 2025:** Memo to City Council outlining next steps.
- c. **March 31, 2025:** Cooperative Agreement between the City and VCJR drafted and reviewed.
- d. **April 14, 2025:** City Council Work Session where City and VCJR staff will present the proposal and answer questions.
- e. **April 28, 2025:** Anticipated City Council vote on the proposal to be submitted to the Vermont Department of Health as required by Act 178.

3. Contract Execution with the State and City Council Engagement

- a. **April 29, 2025:** Contingent on City Council approval, the proposal will be submitted to the Vermont Department of Health to finalize the grant agreement with the City, to access the Opioid Settlement Funds allocated to this project.
- b. **May 2025 (estimated):** Upon receipt of a fully executed contract with the Vermont Department of Health, the City will enter into a sub-recipient agreement with VCJR to immediately begin Phase One planning and capacity-building in earnest.
- c. **Ongoing:** The City and VCJR will provide regular updates and all final reports from the Service Assessment and Neighborhood Assessments.

- 4. **FY25 & FY26 Funding** – Funds will be accessible upon contract execution. With half the fiscal year behind us, we have confirmed that unspent funds are allowable for carry-forward. The initial startup costs are projected to exceed \$1.1 million, the annual allocation contemplated in Act 178, and the amount appropriated for FY25.

- a. Early budget estimates demonstrate the need for \$1.9 million in the first 12-18 months for planning, capacity building, building procurement and staffing. The City anticipates significant one-time expenses during this phase of the project.

Commitment to Implementation

The City and VCJR are committed to launching an OPC that meets the needs of Burlington's community while adhering to State guidelines. The phased approach outlined above will ensure a thoughtful, structured implementation that prioritizes sustainability and impact.

We look forward to continued collaboration with State partners, the City Council, and community stakeholders in advancing this life-saving initiative.

Appendix A – Scoring Rubric

Scoring Rubric for Overdose Prevention Center (OPC) LOI Review

Each LOI will be evaluated based on the criteria below. Scores will be assigned on a scale of 0 to 5 for each category, with 5 being the highest. A total possible score of 30 points will be used to determine eligibility for the next phase.

Category	Criteria	Score (0-5)
Organizational Fit	Clearly articulates the organization's mission, values, and experience in harm reduction, public health, or related fields. Demonstrates a strong alignment with OPC goals.	
Project Vision	Provides a well-defined, high-level overview of the proposed OPC, including key objectives, services, and intended impact.	
Organizational Capacity	Demonstrates sufficient expertise, staff qualifications, and administrative capacity to support OPC implementation. Highlights existing resources and partnerships. Identifies capacity-building needs realistically.	
Community Engagement	Outlines a comprehensive strategy to engage key stakeholders, including people with lived experience and community partners. Emphasizes collaboration with the City of Burlington.	
Letters of Support	Three strong letters of support from stakeholders or community partners that affirm the organization's capacity and commitment to the OPC project.	
Compliance & Understanding	Includes a clear statement affirming compliance with Vermont Department of Health Guidelines and Act No. 178. Demonstrates an understanding of regulatory and operational requirements.	
Total Score	<i>(Maximum 30 points)</i>	

Scoring Guide:

- **5** – Outstanding: Exceeds expectations with a clear, detailed, and compelling response.
- **4** – Strong: Meets all criteria with solid detail and justification.
- **3** – Satisfactory: Adequately addresses the criteria but lacks depth or specificity.
- **2** – Needs Improvement: Some elements are missing or unclear.
- **1** – Weak: Does not sufficiently address the criteria.
- **0** – Not Addressed: Required information is absent.

Appendix B – Anonymized Scores of Review Committee

Each LOI was evaluated based on the criteria in the Scoring Rubric. Scores were assigned on a scale of 0 to 5 for each category, with 5 being the highest. A total possible score of 30 points. Conversation and detailed notes from each reviewer were also utilized in our process.

Category	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Reviewer 5	Reviewer 6	Reviewer 7	Reviewer 8	Reviewer 9	Avg. Score
Organizational Fit	5	5	5	5	4	5	4	5	5	4.7
Project Vision	4	4	5	4	4	4	4	4	4	4.1
Organizational Capacity	3	3	5	4	4	3	3	4	4	3.6
Community Engagement	5	5	5	5	4	4	4	5	5	4.6
Letters of Support	5	5	5	5	4	5	5	5	5	4.8
Compliance and Understanding	5	4	5	5	4	5	5	4	4	4.5
Total Score	27	26	30	28	24	26	25	27	27	26.67

CITY COUNCIL ACCOUNTABILITY LIST

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

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

3/20/2025

	Meeting Date	Type of Document and Title	Action Requested	Updated Next Steps in the Process
1	2/6/2023	Communication re Ward 2/3 NPA Resolution to Name the New Shelburne Street Roundabout After Tony Redington and Resolution in Support of Big Heavy World Teen Center Proposal for Memorial Auditorium	refer the communication to TEUC and CDNR Committees respectively for further review and engagement	TEUC Item was taken up at the March 2023 meeting. No further action taken
2	3/13/2023	Communication re Ward 5 NPA Steering Committee to Name the New Shelburne Street Roundabout after Tony Redington	refer the communication to TEUC for further review	TEUC Item was taken up at the March 2023 meeting. No further action taken
3	3/13/2023	Resolution: Supporting LGBTQIA+ Community Members and Condemning Transphobia	City Council will work in collaboration with community members and organizations and the City administration to develop a plan for ongoing activities to support and amplify the voices of the LGBTQIA+ community; City Council urges Burlington's state legislative delegation to look at current state hate crime statute to look to extend protections for schools and organizations that advocate/support LGBTQ+ (and other minoritized communities) from hate motivated targeted crimes, examine Burlington's graffiti ordinance and consider changes that address continued defacement of public property, and graffiti that spreads hateful and harmful messages.	There have been stakeholder meetings brought forward by the Administration to address the directives in the resolution. UPDATE: Work is being done in the Legislature, a former resident created a physical Burlington trans pride flag to fly in front of City Hall in recognition of Trans Day of Visibility; the flag will fly the flag from March 15 - April 15 to celebrate Trans Day of Visibility and reboot the Trans People Belong campaign.
4	6/5/2023	Resolution: Accepting Grant Funding from the Department of Mental Health for the Crisis Response Team and Exploring the Creation of a Burlington CAIP Department	The City Council requests an evaluation be done to explore Burlington CAIP becoming a department of the City , an evaluation be done to review the reporting and supervisory structure needed to support three public safety departments (police, fire and CAIP), that a report come to Public Safety Committee in October 2023, approval for the Chief of Police to accept the Department of Mental Health grant for Burlington CARES	A report was to come to Public Safety in late 2023. UPDATE: this was presented to the Public Safety Committee as per the resolution in March 2024, report to the full Council in April 2024.
5	7/24/2023	Resolution: The Climate Emergency and the Council Request to Count Vermont Air National Guard GHG Emissions and to Plan to Eliminate VTANG Aviation and Ground GHG Emissions in the Spirit of the City's 2030 Net Zero Goals	requests that the Vermont Air Force National Guard Adjutant General, beginning for the year 2023, calculate aviation and ground fuel usage at the VTANG base and to annually provide BTV Director and TEUC with a complete record of the calculated aviation and ground greenhouse gas emission; for VTANG to work collaboratively to draft a plan to adopt simulation and augmented reality training to substantially reduce or eliminate GHG with initial meeting on or before 12/31/23 and follow up at TUEC's March 2024 meeting	Initial meeting of the parties by 12/31/2023; UPDATE: parties met at March TEUC meeting
6	3/11/2024	City of Burlington, VT 2021-2023 Dog Task Force	To refer the recommendations of the 2021-2023 Dog Task Force Report to the following Committees, Commissions, and Departments for further review, study, and recommended action, and to request that such bodies report back to the full Council with their findings by the first Council meeting of September, 2024: Recommendation regarding updates and additions to Chapter 5 and Chapter 22 of the Burlington Code of Ordinances to the Ordinance Committee, with Council recommendation to engage the Clerk Treasurer's Office and Parks, Recreation, and Waterfront Department regarding sharing of license revenues; and Recommendation regarding additional Animal Control staffing and improvements to include animal related concerns to the online police report system to the Public Safety Committee and Police Commission for concurrent review; and Recommendation regarding creation of additional off-leash areas to the Parks Commission; and Recommendation regarding standing up an Education Campaign with respect to licensing requirements to the Clerk Treasurer's Office; and, best practices for animal ownership in the City to the Police Department and the Parks, Recreation, and Waterfront Department	first council meeting in September 2024
7	5/6/2024	Resolution Relating to The Relationship Between City Officials And The Neighborhood Planning Assemblies	to refer the resolution from the Ward 1 Neighborhood Planning Assembly Concerning the Relationship Between City Officials & the NPA to the Community Development and Neighborhood Revitalization Committee for further review and recommended action	no later than September 2024
8	5/20/2024	Resolution: A Building Emissions Reduction Ordinance	referred to TEUC	TEUC refer any working draft BERO and any related ballot language to the Ordinance Committee no later than the last City Council meeting in October of 2024
9	6/3/2024	Resolution: Review and Update To Rental Weatherization Standards	TEUC to hold one or two meetings to eaxmine implementation of the Rental Weatherization Standards and identify any reasons for delay in achieving the energy audtis and weatherization work required by Ordinance to take place	no later than October 1, 2024, TEUC shall provide the full Council an update on its findings and make any policy update recommendations to the Ordinance Committee
10	1/27/2025	Resolution: City Council Commitment To Rebuilding And Reconciling With The Burlington Police Department	Mayor to update the City Council referred to the Ordinance Committee, to report back to the City Council; CJC to report back to the City Council and Ordinance Committee	18-Feb-25
11	1/27/2025	Resolution: Establishing A Violation Reporting Incentivization Pilot (VRIP)		on or before March 24, 2025; by March 10, 2025
12	2/10/2025	Ordinance: CDO Champlain College Bed Caps ZA-25-05	referred to the Ordinance Committee	not-specified

Good Evening,

My name is LeeAnn Tiffault. I am a resident of Ward 4. I'm here this evening to voice my support for resolution 6.4 that guarantees access to city-owned buildings and programs for City Councilors. I am concerned about the restriction preventing our elected officials from entering the Miller Center—a city-owned facility that has operated as a low barrier, emergency cold weather shelter on numerous occasions this winter. I support this issue and in general, a more collaborative, thoughtful approach to emergency shelter operations moving forward.

First and foremost, I believe that everyone has the right to emergency shelter. No one in our community should be left without a safe, warm place to sleep during extreme cold weather. However, I'm not sure the Miller Center is the appropriate location for this type of shelter. I believe that in addition to protecting the unhoused population, as community members, we must also ensure that appropriate measures are in place to safeguard another group of vulnerable members of society- our children.

This includes children at Frog and Toad Childcare Center— which operates within the Miller Center and has shares interior doors with the space used for the shelter— as well as the children who attend CP Smith Elementary School and Hunt Middle School which neighbor the Miller Center. My son attends Frog and Toad, so this issue is both personal and important to me.

The overlap between shelter guests leaving and children arriving for school during the morning hours is troublesome to me. While I have reviewed the City's Extreme Cold Weather Shelter Plan and commend it, I was surprised to learn that belonging brought into the shelter are not screened for weapons or drugs. Recent police logs show multiple incidents at the shelter.

For example, on January 22, the BPD daily incident log reported nine police responses to the Miller Center, including three overdoses, a violation of conditions of release, and an incident of threat/harassment. Similarly, during shelter operations last week, the BPD incident log showed an overdose and two Priority 2 disturbances, including one at 8:06 am.

Parents, myself included, have raised concerns directly with the Mayor's office and city councilors. Our councilors have been engaged and willing to assess shelter polities and operations firsthand to assess our concerns. Refusing to meet with these City Councilors to discuss this topic and denying City Councilors access not only impedes their ability to serve their constituents but also signals a troubling lack of transparency and collaboration from the Mayor and her administration.

I urge the passage of this resolution as well as a more clear, collaborative approach for low barrier, emergency shelters moving forward. I would also like clarity on if the Miller Center will be considered as a potential cooling center in the upcoming summer months.

Thank you for the time and opportunity to speak.

ADDENDUM- 3/11/25

In follow-up to my attendance at the City Council meeting last night, I would like to add that I appreciated listening and learning from the diverse perspectives on this issue during the public forum portion of the meeting. I walked away with a better understanding of a different viewpoints and some shift in my opinion on potential solutions. I would also like to highlight that it is difficult for other families that are impacted by this issue to attend City Council meetings due to the conflict between meeting times and familial duties.

I attended last night's meeting in support of resolution 6.4 because it appears that the concerns myself, other parents, and the directors at Frog & Toad have raised starting in January are not being addressed or there are assurances made but commitments are not being followed through on. I viewed this resolution as a starting point to work towards some kind of solution because nothing meaningful has been done to address the concerns raised. For example:

- On January 21st, Erin Jacobson stated in an email "In response to the concerns we heard we have altered the above shelter schedule. The shelter will now close at 7:00 am, ahead of day-care drop off which starts at 7:30." With no notice, this commitment was not followed through on. The shelter has remained open until 8am during recent activations.
- In response to concerns about cleaning protocols, on January 21st Cindi Wight stated in an email "For Thursday, we are working on a private contractor to assist and have canceled all reservations until 5:30 pm to leave time for a complete building clean." The use of a private contractor who is trained to handle biohazard and fentanyl contamination has not been a regular occurrence. I understand that it is the responsibility of the regular custodian at the Miller Center to manage clean-up. While he is wonderful, that is concerning. The children at the childcare center (and afterschool programs) use the gym facilities regularly following shelter operations.
- The Mayor and her Chief of Staff held a meeting with Frog and Toad leadership in early February. The purpose of the meeting seemed to be to reiterate existing policies, not a conversation on how to address concerns. Excerpts from the email from Frog & Toad leadership to all parents includes, "Mayor Mulvaney-Stanak began

our meeting by apologizing to Erin and I because her office had not informed her that a child care program was located within the Miller Building..... Mayor Mulvaney-Stanak asserted that the Miller Building is still a well suited site for these shelters, and that Burlington intends to continue utilizing this space for the purpose of protecting the city's vulnerable homeless population.”

I work in management consulting on emergency preparedness initiatives with utility clients. When working with clients we often say “don’t get it perfect, get it started”. Based on the discussion last night, it seems that the motivation of the council members who brought this resolution forward was exactly that. They hoped (and I hope) that this resolution starts a discussion because to date concerns have not been addressed in any meaningful way by the Mayor’s office.

I was very disappointed that the concerns of parents and the Frog & Toad leadership were not even acknowledged, nevermind addressed by the Mayor or Progressive City Councilors in last night’s discussion. I was also very disappointed in the decorum of Mayor Mulvaney-Stanack and Councilor Bergman, particularly the tone, raised voices, and attempts to berate and shame the council members who brought the resolution, rather than find common ground and an alternative or comprised solution. It felt the Mayor and Councilor Bergman were pandering to their base, rather than working towards a resolution that fits the needs of all constituents.

Thank you for your time. I look forward to hearing more discussion on this topic on March 24th.

2025-2026 Indoor/Outdoor Entertainment License Renewals
Regular City Council Meeting, Monday, March 24, 2025

Indoor Entertainment License:

Foam Brewers & Deep City
Hilton Garden Inn Burlington Downtown
Hotel Champlain Burlington, Curio Collection by Hilton
JP'S Pub
Olde Northender Pub
Rasputin's
Red Square
Ri Ra Vermont LLC
Simple Roots Brewing
Splash at the Boathouse
T. Rugg's Tavern
Tank Studio, INC (Tank Recording Studio)
The Friendly Toast
The Wallflower Collective
Three Needs
Vermont Comedy Club
Vermont Pub & Brewery
Zero Gravity Beer Hall

Outdoor Entertainment License:

Beach House
Foam Brewers & Deep City
Halvorson's inc.
Hotel Champlain Burlington, Curio Collection by Hilton
Huskies Kaptial, LLC dba Vermont Lake Monsters
Red Square
Ri Ra Vermont LLC
Shanty on the Shore
Splash at the Boathouse
Spot on the Dock
The Gryphon, LLC
Vermont Pub & Brewery
Zero Gravity Beer Hall

2025-2026 Tobacco License and Tobacco Substitute Endorsement Renewals
Regular City Council Meeting, Monday, March 24, 2025

Tobacco:

Bessery's Quality Market
B2: 103 Shelburne Road
Champlain Farms: 219 Main Street
Champlain Farms: 328 North Avenue
Champlain Farms: 315 Shelburne Road
Dot's Market
Downtown Quick Stop
Float On
Momo's Market
NJ Beverages
Northern Lights
Simon's Store – Park Street
The Shopping Bag
Walgreens

Tobacco Substitute Endorsements:

B2: 103 Shelburne Road
Champlain Farms: 219 Main Street
Champlain Farms: 328 North Avenue
Champlain Farms: 315 Shelburne Road
Dot's Market
Downtown Quick Stop
Float On
NJ Beverages
Simon's Store – Park Street
The Shopping Bag



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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MEMORANDUM

TO: License Committee/City Council

FROM: Caleb Manna, Associate Public Works Engineer, Department of Public Works

DATE: March 19th, 2025

CC: Chapin Spencer, Director of Public Works.
Laura Wheelock, P.E.; Sr. Public Works Engineer

RE: CityPlace Burlington – Third Amendment to License Agreement and
Encumbrance Permit - Bank and Cherry Street Right-of-Way

Request

The applicant, CityPlace Partners, is requesting approval to extend the term date on the Second Amendment to the Agreement between CityPlace Partners (CPP) and the City of Burlington (City) Regarding Construction Encumbrance License Agreement. The current term date on second amendment to the agreement is set to expire on April 1, 2025.

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

Overview

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

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

Following approval of this request in spring of 2023, CPP decided against use of the metered parking stall on the South side of Cherry St, as previously requested and approved. As such, metered parking on Cherry St. has remained publicly available throughout the duration of this project in effort to make right of way space available.

The project is now at a point where construction on the North Tower for CityPlace will require use of the 12 metered parking spaces on the South side of Cherry Street previously approved under the First Amendment to the agreement. The spaces will be used to help construct the exterior siding, windows, balconies, and streetscape features, as well as provide additional public protection from construction activities.

In recent discussions between CityPlace Partners and DPW, the applicant has indicated that right-of-way occupation on Bank Street is scheduled to end in May of 2025. Bank Street will be returned to a two-way travel condition approved under Bank Street Great Streets being concurrently constructed as the South Tower of CityPlace comes online in the spring of 2025.

Under the Third Amendment to the agreement, with a term date of April 1, 2025 to June 1 2027, the occupation of Bank Street ceases in May, and the occupation of Cherry Street expands to include the metered parking stall on the south side of roadway between Pine Street and St. Paul Street.

Recommendation

The Department of Public Works is supportive of entering into a Third Amendment to the License Agreement between the applicant and the City, to extend the expiration of the term date 6/1/2027. No further changes to the Agreement are anticipated at this time.

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

Attachment

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

Motions:

License Committee:

"To approve and recommend that the City Council approve the Third Amendment to the Construction Encumbrance License Agreement between the City and CityPlace Partners, dated October 2022, requesting to extend the term date to expire June 1, 2027, and to further recommend that the City Council authorize the Mayor to enter into a Third Amendment of the License Agreement with the Applicant for use of the right-of-way outlined in Attachment F, subject to review by the City Attorney's Office."

An Equal Opportunity Employer

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

City Council:

“To approve and authorize the Second Amendment to the Construction Encumbrance License Agreement between the City and CityPlace Partners, dated October 2022, requesting to extend the term date to expire June 1, 2027, and to further recommend that the City Council authorize the Mayor to enter into a Third Amendment of the License Agreement with the Applicant for use of the right-of-way outlined in Attachment F, subject to review by the City Attorney's Office.”



REN-25-2

ROW Encumbrance

Permit

Status: Active

Submitted On: 1/22/2025

Primary Location

75 Cherry Street

Burlington, VT 05401

Owner

CITYPLACE PARTNERS, LLC

110 MAIN ST, UNIT 2B

BURLINGTON, VT 05401

Applicant



Leo Gaudreau



802-309-2500



leo@farrcovt.com



110 Main Street

Burlington, VT 05401

Right-of-Way Encumbrance Application

Type of Encumbrance Requested*

Long-Term Encumbrance (More than 60 Days)

Encumbrance Description* ?

Encumbrance to accomodate construction approved for City Place Burlington North Building in zoning permit ZP-20-717

Location of Encumbrance * ?

Cherry Street

The length of Long-Term Encumbrances (years) are negotiated on a case-by-case basis, and may be renewed at the request of the applicant.

Encumbrance Term (Years)

2

Encumbrance Start Date

03/11/2025

Encumbrance End Date

06/01/2027

Area Encumbered (Square Feet)

4787

Company Information

Company Name

City Place Partners

DBA Name**Phone**

8023166452

FAX

Street Address

110 Main Street Suite 2B

City, State Zip

Burlington, VT 05401

Email ?

leo@farrcovt.com

Jurisdiction BCO 27-31(a)

It shall be unlawful for any person, firm or corporation to temporarily obstruct a street or sidewalk without first obtaining a written permit therefor from the director of public works or his or her designee, except as hereinafter provided.

Within the Church Street Marketplace District on any portion of Church Street, College Street, Bank Street, or Cherry Street used for vehicular traffic, the director of public works or his or her designee shall not issue a permit until the executive director of the Church Street Marketplace department approves of such obstruction. In the inner two (2) pedestrian blocks of the marketplace district, the executive director of the Church Street Marketplace department shall have exclusive jurisdiction to issue permits.



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

DPW ENCUMBRANCE RECOMMENDATION FORM

DBA NAME: _____ DATE: 3/1/2025
COMPANY NAME: CityPlace Partners PHONE: 802-316-6452
CONTACT NAME: Dave Farrington EMAIL: dave@btvspaces.com
MAILING ADDRESS: 110 Main St. Suite 2B, Burlington, VT
LOCATION OF ENCUMBRANCE: 75 Cherry Street

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

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

YES []

NO ☒

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

YES []

NO ☒

3. Additional Comments: _____

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

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

YES []

NO []

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

North side of Bank Street to reopen in May 2025. South side of Cherry Street metered parking and sidewalk to be obstructed until June 2027.

BELOW THIS LINE – DEPARTMENT OF PUBLIC WORKS OFFICE USE ONLY

Approved: Yes ☒ No []

If no, reason: _____

Signature: Caleb Manna

Date: 3/1/2025

Attachment -C

THIRD AMENDMENT TO CONSTRUCTION ENCUMBRANCE LICENSE AGREEMENT

This Third Amendment to Construction Encumbrance License Agreement (this "Third Amendment") is entered on March__, 2025 (the "Third Amendment Effective Date"), between the City of Burlington, a Vermont municipal corporation (the "City"), and City Place Partners, LLC, a Vermont Limited Liability Company ("CPP"), with respect to the following facts:

- A. On or about October 31, 2022, the parties entered a Construction Encumbrance License Agreement (the "Agreement"), which granted CPP a license to use certain portions of City-owned right of way in connection with construction of that certain development known as City Place Burlington.
- B. On or about March 13th, 2023, the parties entered a first amendment to the Agreement (the "First Amendment"), which generally expanded the license area, modified a definition, and extended the term of the Agreement until April 1, 2024.
- C. On or about April 2, 2024, the parties entered a second amendment to the Agreement (the "Second Amendment"), to extend the term of the Agreement to April 1, 2025, adjust the total occupied square feet of right-of-way space on Cherry Street to include twelve (12) metered parking stalls, and to increase insurance requirements under the Agreement known as the second amendment of the original a Construction Encumbrance License Agreement established on October 31, 2022.
- D. By this Third Amendment, the parties now desire to extend the term of the Agreement until June 1st 2027 and utilize the Cherry Street parking stall that is adjacent to the City Place build lot on the south side of Cherry Street, which includes twelve (12) metered parking spots and will cover 7800 sq. ft. as approved

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

- 1. The term of the Agreement as set forth in Section 2.B of the Agreement is hereby extended until April 1, 2027.
- 2. The total area of occupied right-of-way space on Bank and Cherry Street is amended to 15,704 sq. ft, with 7,904 sq. ft. permitted on Bank Street, and 7,800 sq. ft. on Cherry Street that will include metered parking stalls as shown in "Attachment -G, Site Plan".

3. From the Effective Date, the grant of license set forth in Section 4 of the Agreement shall be deemed to include the Additional License Area.
4. Except as otherwise set forth herein, the Agreement as amended by the First Amendment and Second Amendment shall remain in full force and effect.

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

CITY

CPP

By: _____, Mayor By: _____
David C. Farrington, Member

**SECOND AMENDMENT TO
CONSTRUCTION ENCUMBRANCE LICENSE AGREEMENT**

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

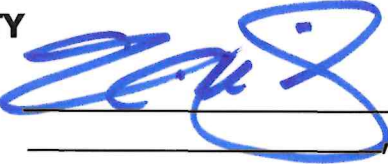
- A. On or about October 31, 2022, the parties entered a Construction Encumbrance License Agreement (the "Agreement"), which granted CPP a license to use certain portions of City-owned right of way in connection with construction of that certain development known as City Place Burlington.
- B. On or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

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

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

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

CITY

By: 

Mayor

CPP

By: 

David C. Farrington, Member

04/02/2024

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

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

Background

- A. The parties entered into that certain agreement, dated as of 10/31/2022 (the “Agreement”) in order to occupy a portion of City right-of-way on Bank and Cherry Street with construction and barrier fencing. According to Licensee’s application, it will cover a 12,854 square foot area of the public sidewalk and parking stall, with 7,904 sq. ft. on the North side of Bank Street between Pine and St. Paul Street, and 4,950 sq. ft. on the South side of Cherry Street, between St. Paul and Pine Street.
- B. The parties agreed to grant to Licensee a license to maintain barricade fencing and concrete block retaining walls extending into the public right-of-way adjacent to 75 Cherry Street, on the North side of Bank Street and the South side of Cherry, covering a total area of 12,854 sq. ft. for the term set to expire on June 1, 2023. Licensee may use and maintain the occupied portion of the sidewalk and parking stall existing in the City’s right-of-way.
- C. The parties desire to enter into this First Amendment in order to:
 - 1) Include the removal of three metered on street parking spaces on Bank Street; and amend the total area of encumbrance on Cherry Street from 4,950 square feet to 7,800 square feet, to include the removal of 12 metered on street parking spaces on the South side of Cherry Street between Pine Street and the Downtown Transit Center, and
 - 2) Extend the expiration date of this agreement to expire on April 1, 2024.

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

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

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

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

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

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

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

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

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

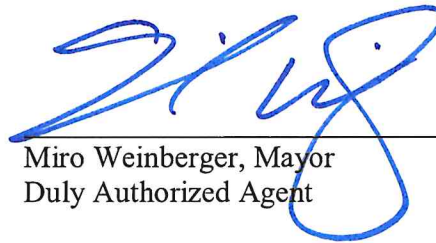
maintained and placed exactly as described in the plan approved by the Department of Public Works, which is attached hereto as Attachment C.

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

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

CITY OF BURLINGTON, VERMONT

By:



Miro Weinberger, Mayor
Duly Authorized Agent

CityPlace Partners

By:



Duly Authorized Agent

DAVID C FARRINGTON JR
(Print Name and Position)

CONSTRUCTION ENCUMBRANCE LICENSE AGREEMENT

CityPlace Partners, LLC
110 Main Street, Burlington, VT

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

1. RECITALS

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

2. EFFECTIVE DATE AND TERM

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

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

3. DEFINITIONS

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

4. GRANT OF LICENSE

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

5. LICENSE CONDITIONS

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

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

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

6. PAYMENT FOR LICENSE

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

7. INSURANCE

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

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

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

8. INDEMNIFICATION

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

9. RESPONSIBILITY FOR SUPERVISION:

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

10. PUBLIC RELATIONS:

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

11. PERMITS

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

12. NUISANCES PROHIBITED

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

13. INSPECTION OF WORK:

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

14. ASSIGNMENT OF RIGHTS

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

15. LIMITATION OF RIGHTS

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

16. WAIVER

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

17. ENTIRE AGREEMENT

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

18. MODIFICATION

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

19. THIRD PARTY BENEFICIARIES

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

20. ATTACHMENTS

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

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

21. ORDER OF PRECEDENT

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

— *Signature Page Follows* —

22. SIGNATURE PAGE

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

The Parties hereto have executed this Agreement

LICENSEE
Dave Farrington
CityPlace Partners, LLC

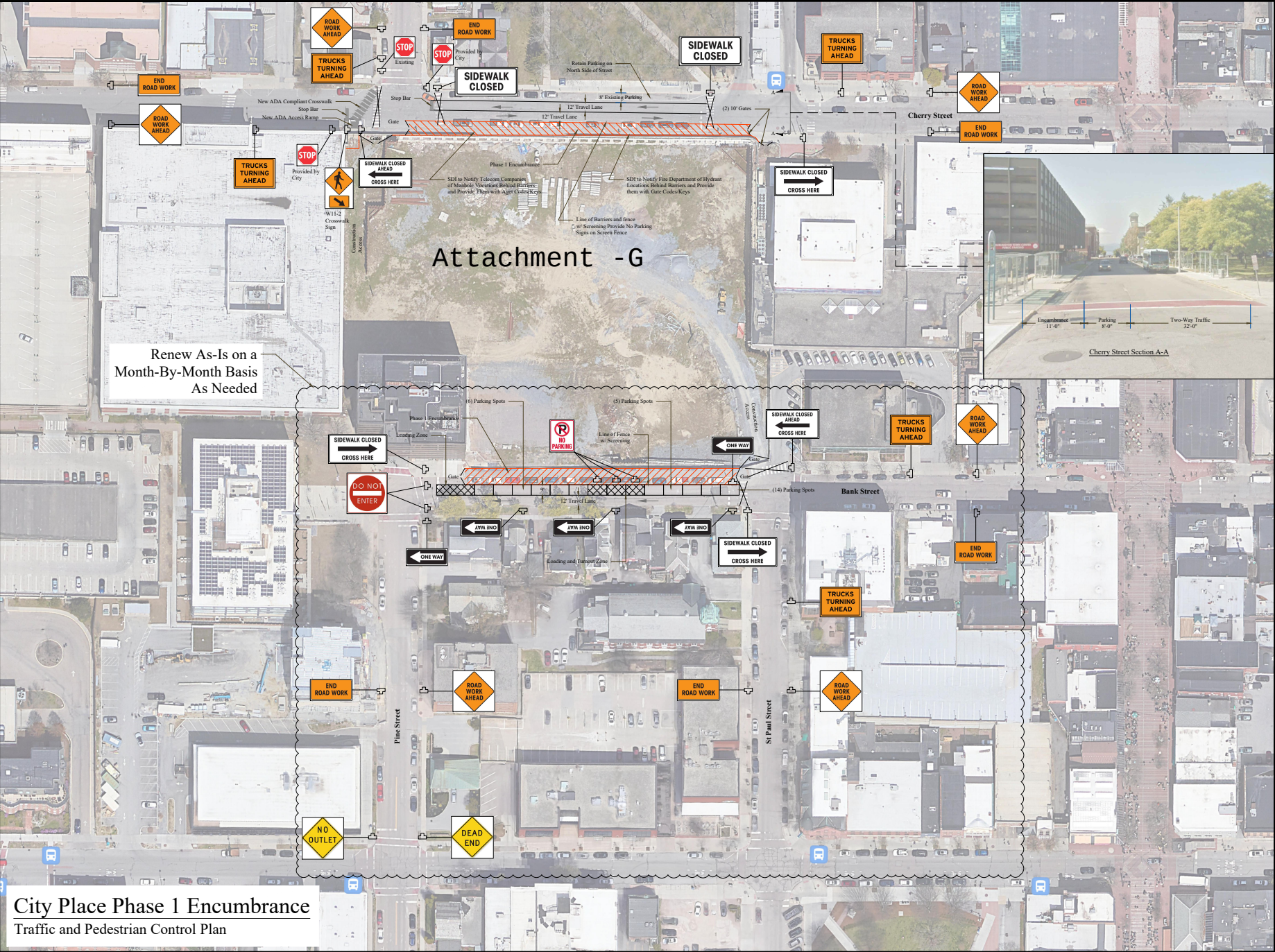
By: DCF2
Dave Farrington

Date: 10/31/22

CITY OF BURLINGTON
Mayor Miro Weinberger

By: [Signature]
Mayor Miro Weinberger
Duly Authorized

Date: 10/26/22



Attachment -G

City Place Phase 1 Encumbrance
Traffic and Pedestrian Control Plan

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

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

By: _____ Date: _____
(Signature)

By: _____ Date: _____
(Please Print)

Company: _____

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

Rev.	Date	By	Description
1	10/1/22	MW/A	Rev per Comments
2	01/15/23	LM/EA	Notes and Section Added

Project Name:	City Place Burlington
Project Location:	Burlington, VT
Drawing Title:	Ph 1 Traffic Control Plan
Job #:	
Date:	02/14/23
Scale:	N.T.S.
Page:	1 of 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/9/2025

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 Acrisure New England Partners Insurance Services, LLC 10 Research Parkway, Suite 400 Wallingford, CT 06492	CONTACT NAME: Melinda Bero	
	PHONE (A/C, No, Ext): (802) 383-1606	FAX (A/C, No):
	E-MAIL ADDRESS: mbero@acrisure.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Evanston Insurance Company	35378
INSURED Cityplace Partners, LLC 110 Main Street, Suite2B Burlington, VT 05401	INSURER B :	
	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.

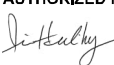
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:	X		MKLV2PBC002265	5/29/2024	5/29/2026	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE						EACH OCCURRENCE \$
	☐ DED ☐ RETENTION \$						AGGREGATE \$
							\$
	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				PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

The City of Burlington, Vermont Dept. of Public Works is included as an additional insured per the terms and conditions of attached form CG 2012 12/19.

CERTIFICATE HOLDER

CANCELLATION

The City of Burlington, Vermont Dept. of Public Works 645 Pine Street 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 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

The City of Burlington, Vermont, Dept. of Public Works Encumbrance Application
Dept., 645 Pine Street, Burlington, VT 05401

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Dear Licensing Committee Members,

The Department of Public Works recommends approval of the Encumbrance Permit Application submitted by Rearch Company, INC for the use of 4976 square feet and 21 parking spaces of public right-of-way at 266 college. This recommendation is based on a thorough review of the application and is subject to the conditions outlined below and review by the City Attorney's Office.

Rearch Company, Inc is requesting this permanent encumbrance on the west side of Union Street, North side of College Street, and the Burlington City owned paid parking lot located just North of the 266 property. Rearch Company, Inc. is refurbishing the property to now include housing, allowing the south facing building to remain unmodified. Rearch is also planning on reconstructing the adjacent sidewalks to comply with Burlington great street standards. During construction Rearch will be occupying majority of the Burlington paid parking lot, allowing for a one way pass through as not to obstruct traffic exiting from Burlington City Market onto south union. The proposal complies with the Burlington Code of Ordinances, specifically Chapter 27-31(a), which allows for encumbrances those which exceed 60 days with the approval of Licensing Committee Members. The DPW supports formalizing this through a License Agreement with an annual fee of \$1 per square foot, payable through the City's OpenGov Portal.

Therefore, I urge the Licensing Committee and City Council to approve this request, subject to the aforementioned conditions and review by the City Attorney's Office.

Sincerely,

Thank you for your attention to this matter. Should you require further information, I am available at ASchwencke@burlingtonvt.gov or 802-865-7562.

Sincerely,

Alice Schwencke

Excavation Inspector

Department of Public Works

City of Burlington

aschwencke@burlingtonvt.gov

802-495-6176



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM

TO: License Committee/City Council

FROM: Caleb Manna, Associate Public Works Engineer, Department of Public Works

DATE: March 19, 2025

CC: Chapin Spencer, Director of Public Works.
Laura Wheelock, P.E.; Division Director, City Engineer
Peter Procaccio, P.E., Sr Public Works Engineer.
Jackie Esperti, Public Works Traffic Division, Manager

RE: Department of Public Works –266 College Street– Encumbrance Permit Request

Request

The applicant, ReArch Companies Inc., is requesting approval from the Licensing Committee for long-term obstruction of the public sidewalk and parking stall on the west side of S. Union Street, between College Street and Bradley Street, as well as occupying twenty one (21) meter parking spaces in the city owned parking lot adjacent to 266 College Street and City Market.

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

Overview

The Department of Public Works received an application (REN 25-1) from ReArch Companies on February 11, 2025, requesting use of the public right of way to facilitate development on the old YMCA parcel located at 266 College until November of 2027. Work under the project will remove and reconstruct a portion of the building to be converted into housing units. In order to demolish and construct the building, the applicant will require use of the sidewalk and parking stalls on S. Union Street, for truck loading/unloading, and a support of excavation for the new building foundation.

Use of the city owned parking lot adjacent to downtown City Market will also be needed during construction. DPW staff, the owner of 266 College Street, and ReArch met with City Market in February of 2025 to discuss impacts to the area. During these conversations, it was agreed upon that a slip lane for traffic existing out to S. Union Street will be maintained in an effort to minimize disruptions to a highly trafficked destination for Burlington.

The permit applicant proposed a reduced meter fee, typically billed under maximum daily meter rate, in exchange for the resurfacing of the existing parking lot, estimated at \$75,000 value. The value in exchange for pavement resurfacing on the city owned parking lot will be deducted from the annual meter fee in FY27.

This construction encumbrance permit and license agreement will allow the contractor to use the City Parking Lot adjacent to 266 College Street, as well as the sidewalk and parking stall on the west side of S. Union Street as a staging and laydown area throughout construction. This will allow the project to advance as quickly as possible while minimizing disturbance as much as reasonably possible to the general public.

The City included requirements for posting notice for the lot prior to and following the encumbrance of these spaces for construction. There are currently 21 hourly spaces in the parking lot, and 12 spaces in the southern side of South Union Street in front of the property. All of these spaces are metered parking. Should the opportunity arise where use of the public metered parking is not needed by the contractor, the spaces will be returned to public use.

Recommendation

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

Attachments

- A. Encumbrance Permit Application
- B. DPW Recommendation Form
- C. Site Plan
- D. Encumbrance and Meter Fees
- E. Certificate of Insurance

Motions:

License Committee:

"To approve and recommend that the City Council approve the Encumbrance Application for the parking lot located off S. Union Street, and the public sidewalk and parking stall located on the south side of South Union Street directly to the adjacent of 266 College Street for construction activities and equipment staging, and to further recommend that the City Council authorize the Mayor to enter into a license agreement with the Applicant for use of the portion of the right-of-way outlined in the Application, subject to review by the City Attorney's Office."

City Council:

"To approve the Encumbrance Application and License Agreement for the parking lot located off S. Union Street, and the public sidewalk and parking stall located on the south side of South Union Street directly to the adjacent of 266 College Street for construction activities and equipment staging, and authorize the Mayor to enter into a license agreement with the Applicant for use of the portion of the right-of-way outlined in the Application, subject to review by the City Attorney's Office."

An Equal Opportunity Employer

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

ENCUMBRANCE PERMIT AND LICENSE AGREEMENT

ReArch Company Inc.
88 Technology Parkway, Suite 2, South Burlington, VT 05403

This Long-term Encumbrance Permit and License Agreement (“Agreement”) is made by and between the City of Burlington a municipal corporation organized and validly existing under the laws of the State of Vermont (“City”), and ReArch, Company Inc., a domestic business corporation located at 88 Technology Parkway, South Burlington VT 05403. (“Licensee”) The City and Licensee agree to the terms and conditions of this Agreement.

1. RECITALS

- A. Authority.** Authority to enter into this Agreement exists in the City Charter and Burlington City Ordinance 27-32. Required approvals, clearance, and coordination have been accomplished from and within each Party.
- B. Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Agreement.
- C. Background.** The City owns property, including the street and sidewalk right-of-way adjacent to the property located 266 College Street. Licensee has submitted a construction encumbrance application seeking the continued occupation of city right-of-way on College Street, S. Union Street, and adjacent city owned parking lot for construction activities. According to Licensee’s application, the construction staging area will cover a 15,866 square foot area of the public right-of-way, split between the city owned parking lot which contains 21 Parking spaces to the north of the 266 College Street parcel, the College Street sidewalk and the west side of S. Union St adjacent to the parcel.
- D. Purpose.** This Agreement sets forth the terms and conditions for the requested use of the public right-of way.

2. DEFINITIONS

- A. “Effective Date”** means the date on which this Agreement is approved and signed by the City as shown on the signature page of this Agreement.
- B. “Encumbrance Fee”** means the sum of the encumbrance application fee, parking meter fees, and the square foot use fee annually set by the City.
- C. “Party”** means the City or Licensee and “Parties” means both the City and Licensee.
- D. “Premises”** means the street and sidewalk right-of-way on the north side of College Street and west side of South Union Street and the City owned parking lot adjacent to 266 College Street.
- E. “Property”** means the commercial building lot located at 266 College Street in Burlington, Vermont, inclusive of the construction activities that are the subject of this Agreement.

3. EFFECTIVE DATE AND TERM

- A. Effective Date.** This Agreement shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Agreement before the Effective Date and shall have no obligation for any performance before the Effective Date or after the expiration or termination of this Agreement.
- B. Term.** This Agreement shall commence on the Effective Date and expire on 11/11/2027.
- C. Termination.** This Agreement may be terminated as set forth in this §2.C. Upon termination, Licensee shall remove—at its own expense—all objects, materials, and other obstructions placed on the Premises. If Licensee refuses to promptly remove such obstructions, the City may remove all such obstructions and the Licensee shall be liable for all expenses of such removal.
- i. Discontinued Use.** The City shall have the exclusive right to immediately terminate this Agreement should Licensee or a subsequent owner discontinue the licensed use of the premise.
 - ii. Termination for Convenience.** At any time prior to completion of services specified under this Agreement, the City may terminate the Agreement for any reason by submitting written notice via certified or registered mail to the Licensee, not less than fifteen (15) days prior to the termination date, of its intention to do so. The Licensee shall make no claim against the City by reason of such termination.
 - iii. Breach.** The City shall have the exclusive right to terminate this Agreement if Licensee is in breach of this Agreement. The City shall provide seven (7) days written notice in advance of the termination date.
 - iv. Non-Compliance.** If any of the License Conditions are not met to the satisfaction of the City, the Licensee will be responsible for restoration of the curbing, greenbelt and adjacent roadway to the property.
 - v. Renewal.** This agreement shall be renewable annually for the agreed term dates of the project for a one (1) year term provided that Licensee submits a timely annual renewal application including any information reasonably requested by the City and certifying that its renewal does not amend, modify or otherwise change the existing agreement, pays the requisite fees, and provides updated proof of insurance and all applicable endorsements, and provided that the Department of Public Works certifies that licensee is still in compliance with terms of this agreement.

4. GRANT OF LICENSE

The City hereby grants to Licensee a license to use 15,866 square feet the city right of way including the city parking lot north of the 266 College property with a ten foot (10') vehicular pass through adjacent to the neighboring laundry mat. The sidewalk and metered parking will be obstructed on the west side of S. Union Street, as well as the sidewalk on College Street adjacent to the premise for the term set forth in §2.B of this Agreement. Licensee may use and maintain the city sidewalk, street, and city parking lot within the city's right-of-way which must be maintained and placed exactly as described in the plan approved by the Department of Public Works as detailed in Attachment-C

5. LICENSE CONDITIONS

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

- A. Licensee shall take all reasonable precautions to protect the public from potential hazards resulting and emanating from the property due to activities related to the uses for which this encumbrance is permitted.
- B. Licensee shall control the dust and dirt and other debris on the encumbered area and adjoining areas, including picking up and sweeping such dust, dirt and debris. Licensee shall submit a dust control and street sweeping plan to DPW's excavation inspector detailing the activities it shall take to control such dust, dirt and debris. Licensee shall take all additional reasonable activities requested by DPW to control such dust, dirt and debris. Licensee shall maintain all construction barriers and keep them in good, working condition. All costs associated with the maintenance and upkeep of construction barriers are solely the responsibility of Licensee.
- C. Licensee shall not allow obstructions and interferences in the lines of sight on the Premises or the adjacent construction area, pertaining to entering and exiting of neighboring lots, and clear line of site must be maintained to unobstruct the vision of motor vehicles and motorist.
- D. Licensee shall institute and properly maintain a traffic control plan for all types of vehicles and for pedestrians such that said vehicles and pedestrians are protected from hazards and dangers emanating from the Premises and the associated construction site and related construction activities. Licensee shall erect proper signage to redirect pedestrians safely from the Premises. Licensee shall submit a traffic control plan for pedestrians, including a plan for signage, to DPW's excavation inspector detailing the activities it shall take to control such pedestrian traffic. Licensee shall take all additional reasonable activities requested by DPW to control such pedestrian traffic. Licensee shall submit a traffic control plan for vehicles, including a plan for signage, to DPW's excavation inspector detailing the activities it shall take to control such vehicular traffic. Licensee shall take all additional reasonable activities requested by DPW to control such vehicular traffic or pedestrian traffic to provide collaboration or cooperation with adjacent projects. DPW reserves the right to request modifications and alterations to the vehicular or pedestrian traffic control to ensure public safety throughout the duration of the project, with all costs borne by Licensee to implement those changes.
- E. Licensee shall protect all the utilities located on, about, adjoining, and adjacent to the Premises and shall protect all utilities regardless of their proximity to the Premises from all manner of harm and damage caused by activities conducted on or about or in connection with Licensee use of the Premises. ReArch shall submit a utility protection plan to DPW's excavation inspector detailing the activities it shall take to protect such utilities. Licensee shall take all additional reasonable activities requested by DPW to protect such utilities.
- F. Licensee shall not maintain or store any toxic or hazardous waste materials or contaminants upon the Premises. Licensee Without limiting Licensee's general indemnification and defense obligations hereunder, Licensee shall defend, indemnify and save the City harmless from any claims, causes of action, penalties, fines or other assessments, or the expense and cost of cleanup

arising out of or in connection with said hazardous or toxic materials or contaminants upon said premises caused by ReArch.

- G.** Licensee shall be responsible for removing, hauling and properly disposing any accumulated snow or ice on the Premises, or adjacent to any construction fences or barriers that cannot be removed by the City's conventional means or methods.
- H.** Licensee shall be responsible for the maintenance and associated repair of approximately 3240 square feet of the street and sidewalk on College St, approximately 2736 square feet of South Union Street and approximately 21 parking spaces in the City owned lot and sidewalk areas to the north of 266 College parcel.
- I.** If Licensee fails to complete the planned public improvements for restoration of encumbered city right of way, Licensee shall be responsible for all associated costs in restoring the street and sidewalk to conditions approved by the DPW

5. PAYMENT FOR LICENSE

A. License Fee Term. Licensee shall pay the City an annual encumbrance fee, as described in Terms.

B. Initial License Fee Term. By signing this Agreement, the Parties acknowledge that Licensee has paid the City the license fee for the period beginning 3/31/2025 and ending 04/30/2026.

C. Parking Meter Fee. Licensee shall pay all associated calculated parking meter fees for obstructed and or encumbered parking meter fees as detailed in Attachment-D.

A. INSURANCE

Requirement. Licensee shall maintain throughout the term of this Agreement, and any subsequent extension or renewals, commercial general liability insurance from an insurance carrier rated A-:VII or higher by A.M. Best Co. and admitted in the State of Vermont, insuring against all legal liability for injuries or damages suffered as a result of the exercise of privileges granted by this Agreement in an amount not less than \$100,000 each occurrence, \$300,000 aggregate.

- B. Evidence.** Prior to execution of this Agreement, Licensee shall furnish the City with a certificate of insurance and endorsement that includes the provision naming the City as an additional insured on a primary, non-contributory basis and waiving subrogation against the City. Licensee shall take all reasonable efforts to acquire an endorsement providing the City with thirty (30) days' written notification of cancellation. If such endorsement is not reasonably available, then Licensee shall provide the City with notification of any impending cancellations within three (3) days after receipt of such notice from its insurance carrier. The current certificate of insurance and applicable endorsements are attached to this Agreement as Attachment D.

- C. Continuing Obligation.** Licensee shall provide the City with an updated certificate of insurance and applicable endorsements annually on or before the certificate's stated expiration. It is the responsibility of Licensee to ensure that a current certificate of insurance is on file with the City

at all times.

- D. Requirement.** Licensee shall maintain throughout the term of this Agreement, and any subsequent extension or renewals, comprehensive public liability insurance with an A or better rated insurance carrier, qualified to transact business in the State of Vermont, insuring against all legal liability for injuries or damages suffered as a result of the exercise of rights granted by this Agreement in an amount not less than \$1,000,000 each occurrence. The City shall be named as an additional insured on such insurance policy.
- E. Evidence.** Prior to execution of this Agreement, Licensee shall furnish the City with a certificate of insurance and endorsement that includes the provision naming the City as an additional insured. Licensee shall also furnish the City with an endorsement indicating that Licensee shall be given 15 days' written notification prior to cancellation of such insurance for nonpayment of premium and 45 days' written notice for any other reason. Licensee shall take all reasonable efforts to acquire an endorsement providing the City with 10 days' written notification prior to cancellation of such insurance for nonpayment of premium and 30 days' written notification for any other reason. If such endorsement is not reasonably available then Licensee shall provide the City with notification of any impending cancellations within three days after receipt of such notice from its insurance carrier. The current certificate of insurance and applicable endorsements are attached to this Agreement as Attachment D.
- F. Continuing Obligation.** Licensee shall provide the City with an updated certificate of insurance and applicable endorsements annually on or before the certificate's stated expiration. It is the responsibility of Licensee to ensure that a current certificate of insurance is on file with the City at all times.

6. INDEMNIFICATION

Licensee shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees from liability for any claims, suits, expenses, losses, judgments, penalties, fines, costs (including attorneys' fees and costs), and damages arising as a result of the Licensee's acts and/or omissions, and the acts and/or omissions of Licensee's officers, directors, employees, agents, contractors, subcontractors, customers/invitees, successors, or assigns arising from or related to Licensee's use of the Premises or in connection with this Agreement or the privileges granted to it under this Agreement, excepting claims arising from the City's gross negligence or willful misconduct. If the City, its officers, officials, agents, or employees are notified of any claims asserted against it to which this indemnification provision may apply, the City shall promptly thereafter notify the Licensee in writing that a claim to which the indemnification provision may apply has been received. Licensee shall promptly retain counsel and otherwise provide a complete defense against the entire claim or suit. The City retains the right to participate, at its own expense, in the defense of any claim, and to approve all proposed settlements of claims to which this provision applies. Under no conditions shall the City be obligated to indemnify the Licensee or any third party, nor shall the City be otherwise liable for expenses or reimbursement including attorney's fees, collection costs, or other costs, of the Licensee or any third party.

7. RESPONSIBILITY FOR SUPERVISION:

Licensee shall assume responsibility for general supervision of its contractors and any subcontractors,

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

8. PUBLIC RELATIONS:

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

9. PERMITS

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

10. NUISANCES PROHIBITED

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

11. INSPECTION OF WORK:

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

12. ASSIGNMENT OF RIGHTS

If Licensee sells the Property, Licensee may temporarily assign the privileges granted herein to the new owner of the Property for a period of Sixty (60) days after closing. Any subsequent owner of the Property shall execute a new agreement with the City and provide proof of insurance within the Sixty (60) day period. Failure to comply with this §14 shall constitute a discontinued use under §3C.i of this Agreement.

13. LIMITATION OF RIGHTS

If Licensee sells the Property, Licensee may temporarily assign the privileges granted herein to the new owner of the Property for a period of sixty (60) days after closing. Any subsequent owner of the Property shall execute a new agreement with the City and provide proof of insurance within the sixty (60) day period. Failure to comply with this section shall constitute a discontinued use under §3.C.i of this Agreement.

14. WAIVER

The City's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, notwithstanding the passage of time. Waiver by the City may only occur through an expressed written waiver signed by an authorized

representative of the City. No waiver of a breach of any of the covenants, agreements, or provisions contained in this Agreement shall be construed to be a waiver of any subsequent breach of the same or of any other provision in this Agreement.

15. ENTIRE AGREEMENT

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

16. MODIFICATION

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

17. THIRD PARTY BENEFICIARIES

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

18. ATTACHMENTS

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

Attachment A: Licensee's Application

Attachment B: Department of Public Works Encumbrance Recommendation Form.

Attachment C: Photos and Sketches of Encumbrance.

Attachment D: Encumbrance and Meter Fee Revenue

Attachment E: Certificate of Insurance.

19. ORDER OF PRECEDENT

This Agreement shall control over any conflicting attachment.

— *Signature Page Follows* —

20. 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. This Agreement may be executed in counterparts, each of which shall be deemed an original. This Agreement may be executed electronically, and an electronic copy or other facsimile shall be treated as an original.

The Parties hereto have executed this Agreement

LICENSEE

[ReArch, Inc.]

88 Technology Parkway, Suite 2 South Burlington, VT 05403

By: _____
[Bert DeLaBruere / President]

Date: _____

By: _____

[Ben Roll / Vice President of Construction]

Date: _____

By: _____
[Christa Vandevord / Chief Financial Officer]

Date: _____

CITY OF BURLINGTON **Mayor Emma Mulvaney-Stanak**

By: _____
Mayor Emma Mulvaney-Stanak
Duly Authorized

Date: _____

**REN-25-1**

ROW Encumbrance

Permit

Status: Active

Submitted On: 1/17/2025

Primary Location266 College Street
Burlington, VT 05401**Owner**266 COLLEGE GREEN CASTLE
LLC / SEIZAN CAPITAL
COLLEGE STREET LLC
267 PEARL STREET, UNIT 602
BURLINGTON, VT 05401**Applicant**

Hunter Gomez
 802-863-8727 ext. 236
 hunterg@researchcompany.com
 88 Technology Park Way
Suite 2
South Burlington, Vermont 05403

Right-of-Way Encumbrance Application

Type of Encumbrance Requested*Long-Term Encumbrance (More than 60
Days)**Encumbrance Description***

Encumbrance of sidewalks (to south and east), street parking (to the south and east), and parking lot (to the north) of the 266 College street parcel to facilitate demolition and construction of the new facility. Work will include fencing, bulk demolition, support of excavations, material staging, and building construction.

Location of Encumbrance *

266 College Street, Burlington VT 05401

The length of Long-Term Encumbrances (years) are negotiated on a case-by-case basis, and may be renewed at the request of the applicant.

Encumbrance Term (Years)

2.75

Encumbrance Start Date

02/11/2025



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

DPW ENCUMBRANCE RECOMMENDATION FORM

DBA NAME: _____ DATE: 3/14/2025
COMPANY NAME: ReArch Companies Inc. PHONE: 802-865-9093
CONTACT NAME: Hunter Gomez EMAIL: Hunterg@rearchcompany.com
MAILING ADDRESS: 88 Technology Parkway, S. Burlington VT 05403
LOCATION OF ENCUMBRANCE: 266 College Street

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

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

YES []

NO ☒

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

YES []

NO ☒

3. Additional Comments: _____

Occupation of City owned parking lot by City Market, South side of South Union Street including sidewalk, greenbelt, and parking stall. Sidewalk on College Street

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

YES []

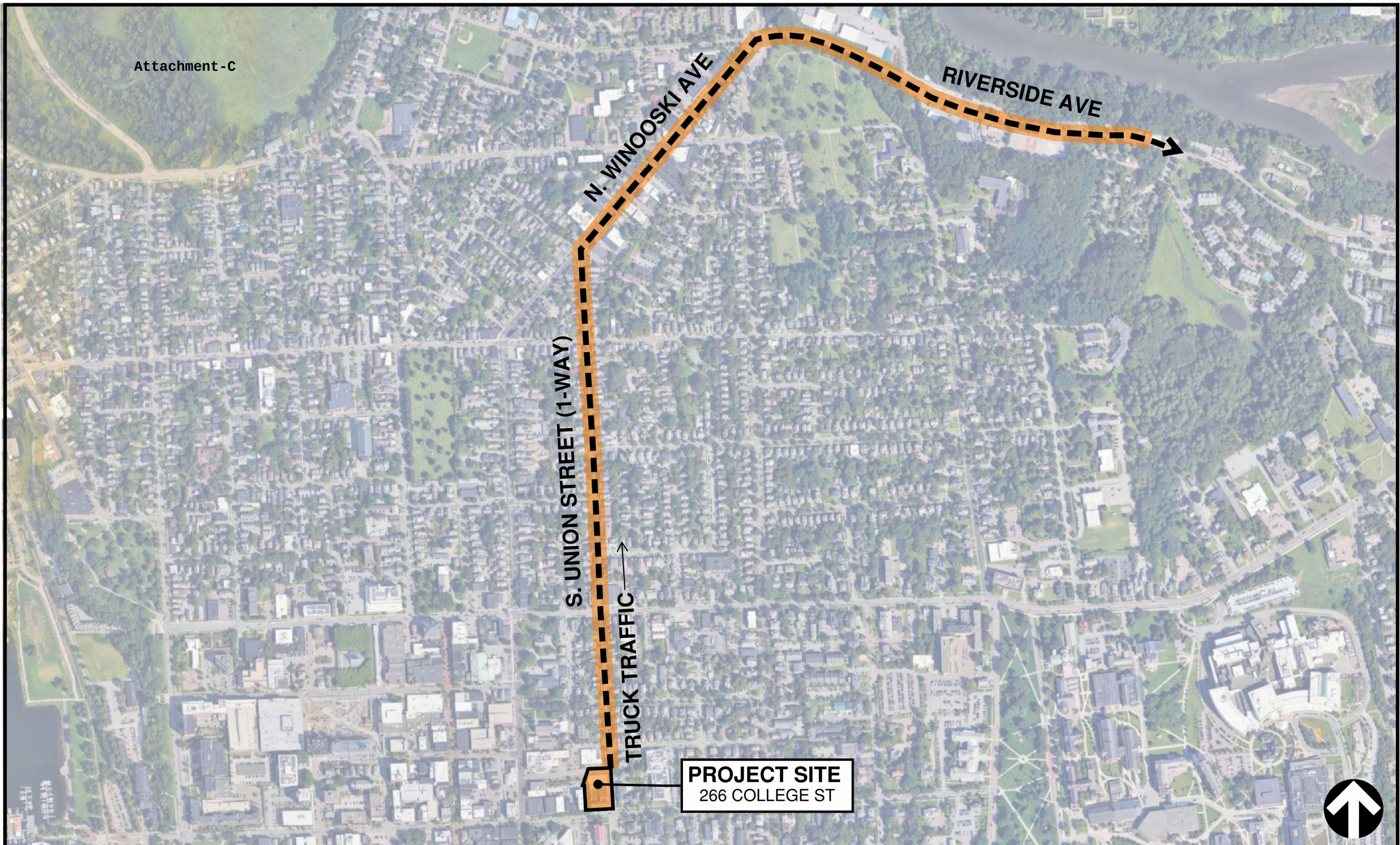
NO []

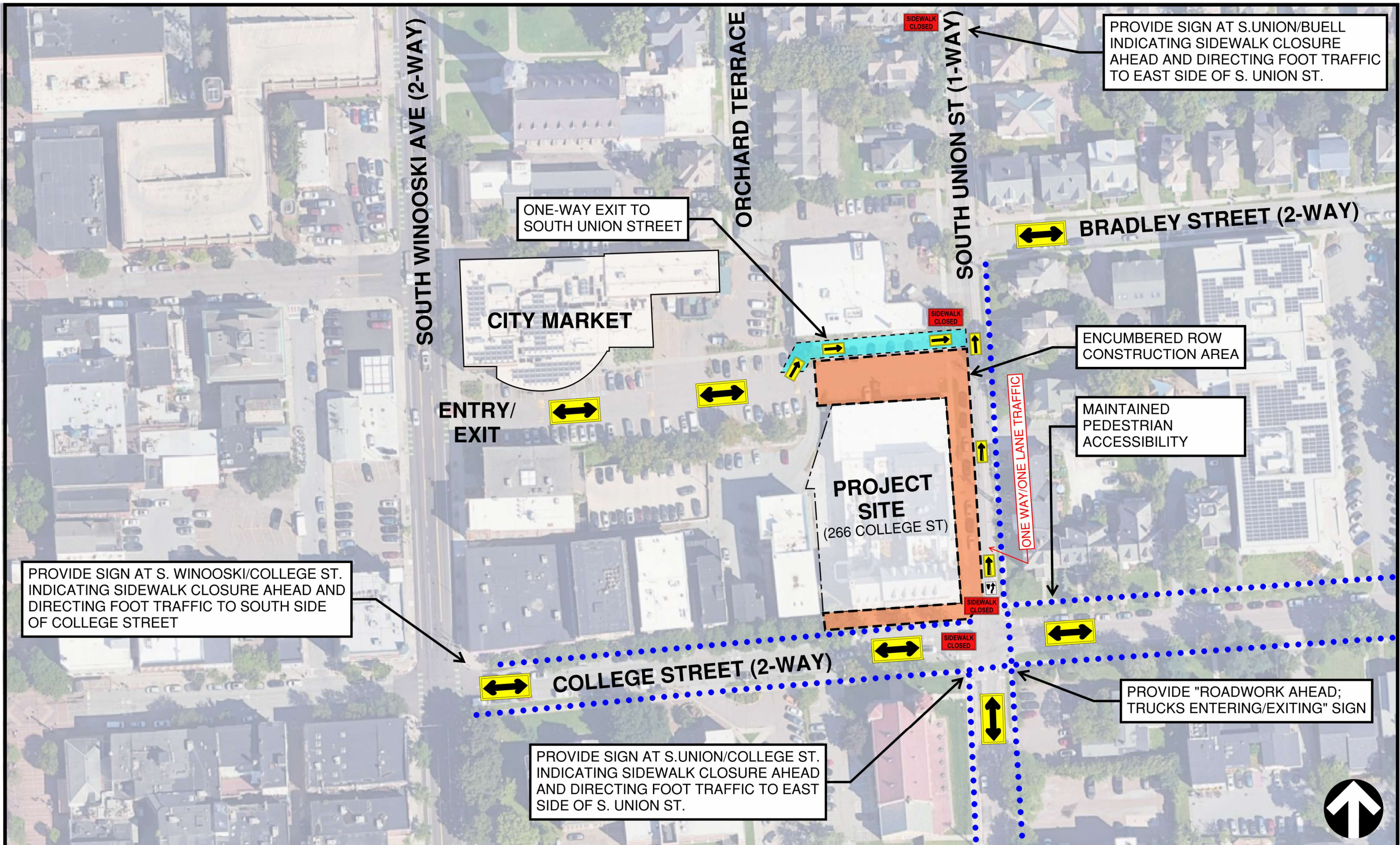
5. Describe the encumbrance, including square footage and location of items: _____

Occupation of 15,866 sq. ft. city owned parking lot with construction materials, and equipment.

BELOW THIS LINE – DEPARTMENT OF PUBLIC WORKS OFFICE USE ONLY

Approved: Yes ☒ No [] If no, reason: _____
Signature: Caleb Manna Date: 3/14/2025





PROVIDE SIGN AT S. WINOOSKI/COLLEGE ST. INDICATING SIDEWALK CLOSURE AHEAD AND DIRECTING FOOT TRAFFIC TO SOUTH SIDE OF COLLEGE STREET

ONE-WAY EXIT TO SOUTH UNION STREET

CITY MARKET

ENTRY/EXIT

PROJECT SITE
(266 COLLEGE ST)

PROVIDE SIGN AT S. UNION/BUELL INDICATING SIDEWALK CLOSURE AHEAD AND DIRECTING FOOT TRAFFIC TO EAST SIDE OF S. UNION ST.

ENCUMBERED ROW CONSTRUCTION AREA

MAINTAINED PEDESTRIAN ACCESSIBILITY

PROVIDE "ROADWORK AHEAD; TRUCKS ENTERING/EXITING" SIGN

PROVIDE SIGN AT S. UNION/COLLEGE ST. INDICATING SIDEWALK CLOSURE AHEAD AND DIRECTING FOOT TRAFFIC TO EAST SIDE OF S. UNION ST.

PUBLIC RAMP ACCESS AVAILABLE FOR LOWER GRADE/MATERIAL/EQUIP. LOADING, TO BE COORDINATED WITH REARCH SUPERINTENDENT

N/F
ONION RIVER COOPERATIVE
VOL. 1251 PG. 713
PARCEL ID# 049-3-159

**SIDEWALK
CLOSED**

**MATERIAL
STOCKPILE
LOCATION**

N/F
CITY OF BURLINGTON
VOL.154 PG.312
PARCEL ID# 049-3-159001

CRANE LOCATION FOR CONTRACT & STRUCTURAL STEEL PLACEMENT

TEMP. SUPPORT OF EXCAVATION (SOE) [PLACED DURING DEMO]

**DEMO ACCESS
GATE [EXIT] (GATE
TO REMAIN
CLOSED WHEN
NOT IN USE)**

PANEL STAGING & UNLOADING [ONE WAY ACCESS TO THE NORTH]

**266
COLLEGE
STREET**

PROPOSED RESIDENTIAL
ADDITION
79 TOTAL UNITS

**SIDEWALK
CLOSED**

**SIDEWALK
CLOSED**

**DEMO ACCESS
GATE [ENTRY]
(GATE TO REMAIN
CLOSED WHEN
NOT IN USE)**

ONE-WAY TRAFFIC @ S. UNION ST.

CONCRETE BARRIER W/ FENCE MOUNTED ON TOP

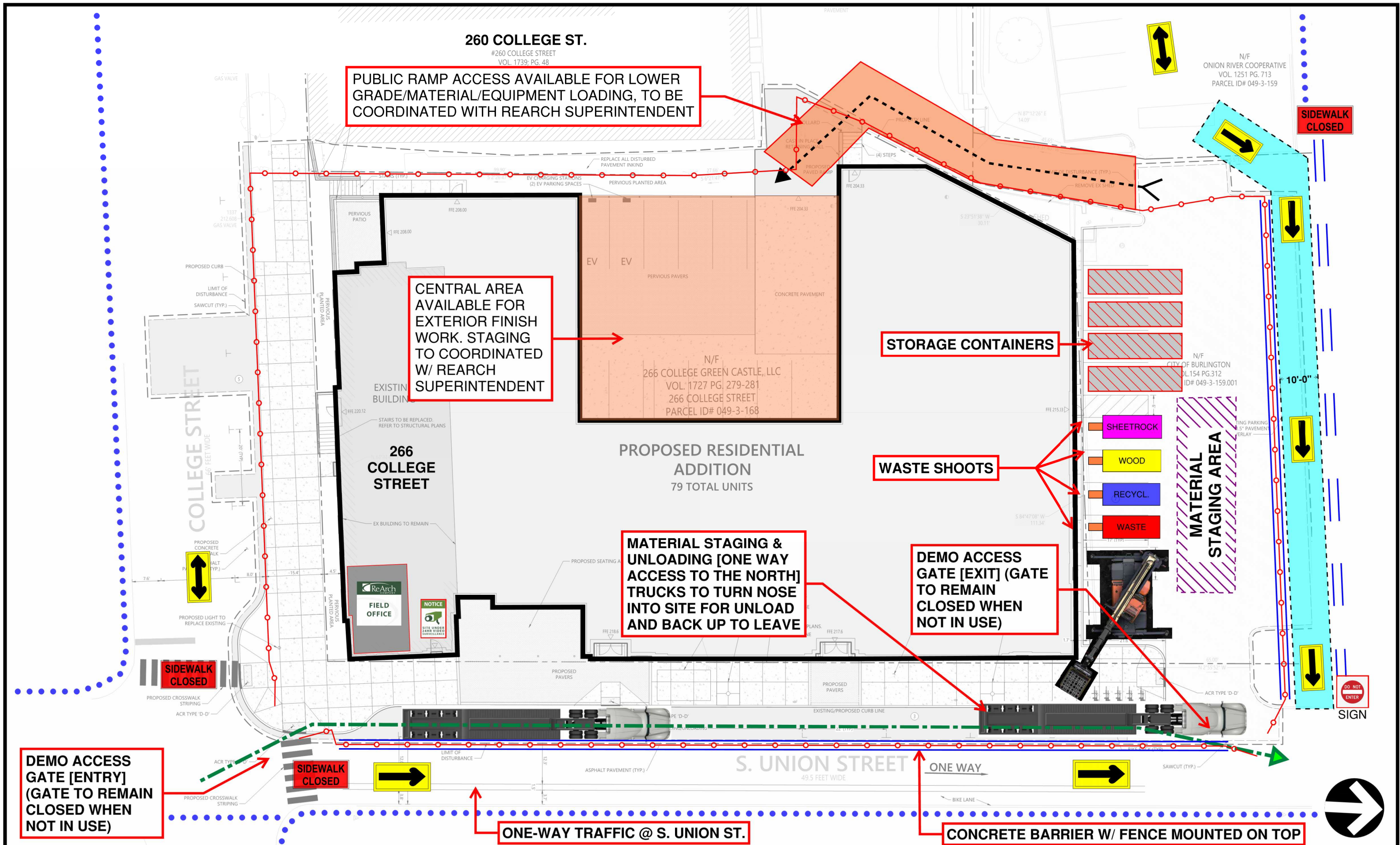


DO NOT
ENTER

SIGN



ReArch
COMPANY



Attachment -D

City Parking Lot and S. Union/College Street Encumbrance Fees for Redevelopment at 266 College Street Spring 2025-Fall 2027

This construction encumbrance permit and license agreement will allow the contractor to use the City owned Parking Lot located adjacent to downtown City Market and 266 College Street as a construction area throughout the project. This will allow the project to advance as quickly as possible while maintaining traffic on South Union Street. The funds from the encumbrance permit meter revenue will go directly to parking facility revenue. The yearly revenue is a result of the anticipated occupation of metered parking spaces in the Parking Lot and on S. Union Street, billed at the maximum daily rate for the meter:

FY25	\$122,000
------	-----------

FY26	\$122,000
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FY27	\$122,000-\$75,000 in exchange for pavement resurfacing=\$47,000
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Total	\$291,000
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Square Foot Use Encumbrance Fees

15,866 total square feet for city parking lot, S. Union, and College Street

-Approximately 12,866 sq. ft. is located in metered parking

Approx. 3,000 sq ft remaining sidewalk and greenbelt right of way space, billed at \$1/sq. ft.

FY25	\$3000
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FY26	\$3000
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FY27	\$3000
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Total	\$9,000
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ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/08/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME: Denise Rybeck PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): E-MAIL ADDRESS: Denise.Rybeck@usi.com														
INSURED ReArch Company Inc. ReArch Properties, LLC 88 Technology Park Way, Ste 2 South Burlington, VT 05403	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Union Fire Ins Co of Pitts, PA</td> <td>19445</td> </tr> <tr> <td>INSURER B : Palomar Excess and Surplus Insurance Co</td> <td>16754</td> </tr> <tr> <td>INSURER C : Navigators Specialty Insurance Co.</td> <td>36056</td> </tr> <tr> <td>INSURER D : New Hampshire Insurance Company</td> <td>23841</td> </tr> <tr> <td>INSURER E : Cincinnati Casualty Company</td> <td>28665</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins Co of Pitts, PA	19445	INSURER B : Palomar Excess and Surplus Insurance Co	16754	INSURER C : Navigators Specialty Insurance Co.	36056	INSURER D : New Hampshire Insurance Company	23841	INSURER E : Cincinnati Casualty Company	28665	INSURER F :	
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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 INSR	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	X	6896112	09/01/2024	09/01/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$4,000,000 GENERAL AGGREGATE \$15,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	5774713	09/01/2024	09/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☒ CLAIMS-MADE DED ☒ RETENTION \$0	X	X	PESXS012863	09/01/2024	09/01/2025	EACH OCCURRENCE \$8,000,000
C		X	X	RK24EXCZ0HQF3IC	09/01/2024	09/01/2025	AGGREGATE \$8,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC013265802 3A States: NH & VT	09/01/2024	09/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
E	Leased/Rented Equipment			EPP0600374	12/29/2023	09/01/2026	\$150,000 Deductible: \$250

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

General Liability Blanket Additional Insured Status per Forms CG2010 (12/19) and CG2037 (12/19) & Commercial Automobile Blanket Additional Insured Status per Form 87950 (09/14) where required by written contract or agreement. General Liability Primary and Non-Contributory per Form CG2001 (12/19). Commercial Automobile Primary and Non-Contributory per Form 74445 (10/99). General Liability Blanket Waiver of Subrogation per Form CG2404 (12/19). Commercial Automobile Blanket Waiver of Subrogation per Form 62897 (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Burlington Burlington Public Works Encumbrance Application Dept., 645 Pine Street 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 
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DESCRIPTIONS (Continued from Page 1)

(06/95). Workers Compensation Blanket Waiver of Subrogation where required by written contract or agreement per Form WC000313 (04/84) except for New Hampshire which is not permitted by state law. Umbrella/Excess Liability is Follow Form. Notice of Cancellation is 30 Days EXCEPT for Non-Payment which is 10 days.

RE: 266 College Street. City of Burlington, Vermont is named as Additional Insured with respect to the General Liability. Notice of Cancellation is 30 Days EXCEPT for Non-Payment which is 10 days.



MEMO

Date: March 24, 2025

To: Board of Finance and City Council

From: Dan Cahill, City Land Steward & Scott Gustin, Principal Planner

RE: Conservation Legacy Fund Nature Based Solutions (CLF NBS) Grant: recommendation for funding

Request

Disburse monies from the Conservation Legacy Fund in the amount of \$180,000 for the award of four grants to Vermont Youth Conservation Corps, Vermont Garden Network, Intervale Center, and Burlington Wildways for local implementation of nature-based climate solutions.

Background

On December 17 and January 8 a review committee composed of Conservation Board members and a Parks Commission member met to review applications for the 2025 CLF NBS Grant. The committee reviewed applications from five organizations. The results of the review process and recommendations for funding by the committee are enumerated in the table below.

		Total Score	Request Amount	Award Amount	% of request awarded	Partial Funding Conditions
Vermont Garden Network		326	\$ 78,500.00	\$ 75,125.00	95.70%	Adjusted for spreadsheet discrepancy and then fully funded.
VYCC		319	\$ 30,000.00	\$ 30,000.00	100.00%	
Intervale Center		324.5	\$ 79,813.00	\$ 39,375.00	49.33%	Community Food \$20,858.61, Regenerative Land Stewardship \$9,254.74, Garden Expansion \$9261
Burlington Wildways		372.5	\$ 47,500.00	\$ 35,500.00	74.74%	Re-establishing Native Plants on the Landscape \$20,500, School-Based Tree Nurseries \$15,000
Total			\$306,030	\$180,000		



Conservation Board (CB) action from February 3, and Parks Commission (PC) action from February 11:

Both CB and PC unanimously approved the recommended slate and forwarded it to City Council.

Overview of Grant allocations

Vermont Community Garden Network

This proposal focuses on sustained implementation of VGN’s collective gardening project and seeks to establish a new “hub and spoke” management model (garden managers and volunteers or interns, respectively) to improve efficiencies of collective gardening across several sites. Additional community engagement workshops that support growing vegetables with companion education about pollinator gardens, edible landscapes, and specialty group plots are planned. Grant funding will also support rehabilitation of the teaching garden site at the Ethan Allen Homestead.

Vermont Youth Conservation Corps

This proposal will focus on trail improvements at Rock Point and Arms Forest. Priority will be given to replacement of the damaged boardwalk and puncheon at Rock Point. As time allows, informal trails within the network will be removed, and a new seasonally mobile puncheon may be constructed.

Intervale Center

This proposal includes expanded and improved community garden space within the Intervale. It also includes enhancement and expansion of agroforestry areas within the Intervale along the Winooski River corridor to improve resiliency to flooding impacts while continuing to provide a sustainable local food source. The proposal will also enhance regenerative land management strategies, such as converting marginal lands into bird and pollinator-friendly habitats, in order to support a climate resilient ecosystem that feeds people and supports wildlife.

Burlington Wildways

This proposal will continue and expand work to cultivate and give away for free native plant species to private and public land owners throughout our community. It will also provide a second public demonstration garden of native plants, likely in Oakledge Park (the first is located in Lakeview Cemetery). The proposal will also expand the existing program that grows native trees at several city schools to a fourth school – JJ Flynn Elementary. The trees are available for use onsite as well as offsite for environmental restoration projects.

Funding

In FY24, the City Council approved allocating 30% of the Conservation Legacy Fund to Nature-Based Climate Solutions grants. The table below shows the allocation in FY24 and FY25, with the balance remaining covering the \$180,000 in requests. Based on the timing of the programs, some of the expenses will be in FY26, and we will budget to use the fund balance to cover them.

	30% NBCS	Spent	Balance
FY24	\$ 168,427.20	\$ 19,424.00	\$ 149,003.20
FY25	\$ 168,994.80	\$ 132,636.00	\$ 36,358.80
		Total Balance	\$ 185,362.00



Attachment

- Grant applications for tentative awardees.

Board of Finance Motion

To approve and recommend that the City Council approve disbursement of \$180,000 in Conservation Legacy Fund monies via grant awards to Vermont Youth Conservation Corps (\$30,000), Vermont Garden Network (\$75,125), Intervale Center (\$39,375), and Burlington Wildways (\$35,500) as recommended by the Conservation Board and Parks Commission.

City Council Motion

To approve disbursement of \$180,000 in Conservation Legacy Fund monies via grant awards to Vermont Youth Conservation Corps (\$30,000), Vermont Garden Network (\$75,125), Intervale Center (\$39,375), and Burlington Wildways (\$35,500) as recommended by the Conservation Board and Parks Commission and to authorize the City's Land Steward to execute the reward documents and any other documentation necessary to perform the award subject to final review and approval by the City Attorney's Office.

2025 NBS Legacy Fund
Grant Applications for Tentative Awardees

Project Type*

Implementation Work

If applicable, project location (must be within Burlington). Some projects, such as planning efforts, may not have a particular location.

Many locations throughout Burlington

Please provide or upload a description of the proposed project (2 page limit)*

Burlington Wildways is seeking support for our efforts to plant more native plants on the landscape in Burlington. Our work supports many of the core themes identified in the Burlington Conservation Legacy Grant Program and is helping to achieve many of the goals and tasks described in the city's Nature-Based Climate Solutions Plan.

These include growing native trees and plants with school children; a UVM partnership to grow locally sourced, ecotypic natives plants free for the community; targeted floodplain forest restoration projects; creating and maintaining a network of interested growers, ecologists and volunteers; and other efforts.

Our hands-on and educational approach across a diverse set of community members and programs is a grassroots effort to both get more plants on the landscape and more people and institutions involved in this critical work.

Restoring and establishing native plants on the landscape is one of the most promising, cost-effective and doable nature-based climate actions our city can undertake. Native plants and trees are the foundation of any ecosystem and support countless other species, especially insects, which in turn support the rest of our food web and urban agriculture. In a time of dramatic species loss and climate inconsistency, communities of locally adapted native plants are considered to be the most stable and resilient, especially when compared to communities of introduced, non-native invasive species. As one of the top-10 fastest warming cities in the country, Burlington can gain local resilience by investing in healthy natural systems which will help us to stay cool, sequester carbon, slow stormwater, grow food, and benefit the community.

There are three main project areas for which we are seeking support from the Burlington Conservation Legacy Grant Program:

1. Provide plants, demonstration gardens, and resources to citizens, supporting native plantings across the city.
2. Expand our school-based native tree nursery program to Flynn Elementary School.
3. Train Wildways Trail Stewards to remove non-native Japanese knotweed, so that natives can be restored to these areas.

Project One: Reestablishing Native Plants Across Public and Private Lands

Grant funds would be used to sustain and expand our ongoing partnership with UVM Plant Biology professor Dr. Laura Hill to grow native plants from local seed sources (ecotypic plants). Currently, Wildways partners and students gather seed in the fall from around the city and from a seed source garden in the Intervale. Then they are grown out as part of a class in UVM greenhouses over the winter. A diversity of plants are grown that succeed in the diverse soil types across Burlington. These plants are given away, mostly at our Spectacular Nature Day event at the Intervale Center in the spring. (Last year, over 400 people came to the event and over a 1000 plants were given away. A line formed before the event started for the free plant giveaway!) Additionally, at Spectacular Nature Day, participants learn to forage edible non-natives and we work with volunteers to do restoration work, replanting native Ostrich ferns which are sourced from Vermont Wetland Supply. Support from the Conservation Legacy Grant Program will allow us to grow more plants than we have in previous years, increase the variety of species available, and continue to develop the reach of Spectacular Nature Day as an outlet for these plants to a wide range of citizens and families.

We also plan to expand interest in native plantings by planting a new public demonstration garden. Grow Wild (a network of gardeners, ecologists and growers supported as a program of Burlington Wildways) aided Burlington Parks Recreation & Waterfront staff in converting a grassy slope at Lakeview Cemetery to a demonstration garden of self-sustaining native plant species. The site at Lakeview is dry and sandy. Funding from the Legacy Fund would help us start another demonstration garden in a wetter site, possibly in Oakledge Park. It is important to have successful demonstration lawn conversions on public land so other public and private land owners can have models to look towards as they consider lawn-to-natives conversions on their own lands.

Project Two: School-Based Tree Nurseries

The Burlington Wildways partnership has been growing native trees, providing nature connection, and planting pocket forests at three elementary schools in Burlington: Champlain Elementary, CP Smith Elementary, and Sustainability Academy. Last year, 658 students participated in growing native plants and

trees, 600 plants and trees were added to the landscape, and an acre of habitat was planted. Support from the Legacy Fund would allow us to expand the program to a fourth school: JJ Flynn Elementary. Burlington School District owns dozens of acres of land in the city, much of it in mowed lawn. Growing trees and native plants instead of lawn and having them available for restoration projects has been a simple, inclusive and local way to empower youth and grow much-needed tree stock locally. For example, last month, Burlington High School students helped Champlain Elementary School children dig out 145 trees grown in their nursery. The high school students then used those trees in an ongoing floodplain restoration project at the Ethan Allen Homestead. Instead of buying trees grown in the Midwest and shipped to the Northeast, the Wildways partners are working inclusively to help our city's youth grow trees in and for our city. This allows young people to be part of the solution and helps grow a new set of leaders with deep connections to Burlington's local plants and landscapes.

Project Three: Non-native Invasive Removal and Habitat Restoration

We are also seeking support to launch a second level for our successful Trail Stewards Program. Currently, we have over 400 trails stewards who pick up trash, do light trail maintenance, and report trail repair needs across the city. Trail stewards who are City Market members receive member worker hours for their volunteer time. Support from the Conservation Legacy Grant Program will allow us to train trail stewards to remove Japanese knotweed at a number of enrolled sites across the city. Trail stewards who are interested in this program will participate in an online and in-person training at the site and can work on their own time as well as in group work days. We have created an app that tracks knotweed treatments and the areas treated. Once the areas are mostly cleared of knotweed, restoration plantings of native plants will occur on all sites.

Burlington Wildways' three planned projects strongly address the themes—and their related strategies, and actions—outlined in the implementation matrix of the city's Nature-Based Climate Solutions Plan. These include Forest and Tree Canopy; Wetlands and Watersheds; Lawns Fields and Small Open Spaces; Equity and Inclusion; and Other Ideas (particularly “education” and “silo busting and community involvement.”)

What is the grant amount you are requesting? (\$30,000 minimum / \$80,000 maximum)*

\$47500

If you are not applying as a 501 (c) 3 nonprofit, you will likely need a fiscal agent. Please specify your fiscal agent for this project. *

Winooski Valley Park District (a 501c3) is our Fiscal Sponsor

Please specify matching funds or in-kind work, if any.*

Matching Funds and In-Kind for 2025

*Staff hours from partners 150 in-kind hours.

*Vermont Urban and Community Forestry Grant supporting the ongoing school-based nursery work (\$10K)

*Lake Champlain Basin Program Education and Outreach Grant for ongoing school-based nursery work (\$34K).

Please provide or upload a budget and budget narrative explaining how funding will be used. (2 page limit) Note that written estimates for proposed work may be required for awarded projects.*

Burlington Wildways NBCS Funding Request			
January-December 2025 Project Period			
Funding Request			
1. Re-establishing Native Plants on the Landscape			
Demonstration garden			\$8,500
Community events,education and outreach			\$4,000
Native plant partnership giveaway			\$4,000
Community-engaged floodplain restoration			\$4,000
Total Item 1. Request			\$20,500
2. School-Based Tree Nurseries			
School-based tree nursery			\$15,000
			\$15,000
3. Trail Stewardship Program Expansion			
Professional services			\$2,000
Capacity Funds			\$10,000
Total Trail Steward Expansion Request			\$12,000

Total Burlington Wildways Funding Request			\$47,500

Budget Justification

Item 1. Re-establishing Native Plants on the Landscape

Demonstration garden \$8,500 ~800 plants grown from seed to plug size by partnering nursery: \$7,000. Project design, outreach and implementation capacity: \$1,500 (staff time \$25/hr x 60hrs).

Community education and outreach \$4000 public educational tabling events throughout the season (staff time \$28/hr x ~25hrs). Four public walking or biking tours with the community at restoration sites (staff time \$28/hr x ~25hrs). Volunteer planting days throughout the season, outreach and communication via the established Grow Wild newsletter, Conservation newsletter and Trails stewards newsletter (staff time \$28/hr x ~90)hrs

Native plant partnership giveaway \$4,000 Soil media for greenhouse trays \$1,500. Growing containers for over 1000 plants \$1,200. Coordination support and giveaway event days capacity (staff time \$28/hr x ~45hrs).

Community engaged floodplain restoration \$4,000 Sourcing plugs of species appropriate for Silver maple ostrich floodplain forest natural community from VT Wetland Plant Supply or other similar retailer \$2,500. Organizing and staffing volunteer restoration days (\$28/hr x 50hrs)

Item 2. School-Based Tree Nurseries

School-based tree nursery \$15,000 Nursery supplies, infrastructure, growing media, and seeds when applicable \$7,500. Nursery management and staff time \$7,500 (staff time \$25/hr x 300hrs).

Item 3. Trail Stewardship Program Expansion

Professional service \$2,000 to upgrade and edit non-native invasive species video training module.

Trails stewards expansion \$10,000 maintain online reporting systems, create online next level training, in person trainings, group work days, restoration of sites where removal has occurred. (\$33/hr x ~300hrs).

Please provide or upload a project schedule and, as applicable, specify individual project milestones (phases). Projects should generally be completed within 1 year.*

Burlington Wildways NBCS Funding Request			
January-December 2025 Project Period			
Funding Request		Timeline	Project Milestones
1. Re-establishing native plants on the landscape			
Demonstration garden	Winter 2025-Fall 2025	*Coordination with grower winter 2025 *Plants matured in plugs summer 2025 *Plants hardened off and ready for planting fall 2025	
Community events, education and outreach	All 2024		
Native plant partnership giveaway	Spring 2024	*Plants sown in UVM greenhouses winter 2025 *Plants hardened off and ready for distribution April 2025 *Plant giveaway events April-June 2025	
Community-engaged floodplain restoration	All 2024		
2. School-Based Tree Nursery			
School-based tree nursery	All 2024	*Expand programming and tree nursery to Flynn Elementary.	
3. Trail Stewardship Program Expansion			
Professional services	Spring 2024	*Creation of a new online knotweed non-native invasive training module.	

Capacity Funds	Early Winter, Spring 2024	*More stewards including youth, connection with BHS, King Street Youth Center, Boys & Girls Club. *Trail stewards removing Japanese knotweed and engaged in restoration plantings.		
Please provide or upload an explanation of how your project's results or effectiveness can be measured.*				
Measurable Results by Project				
1. Re-establishing native plants on the landscape				
Demonstration garden	*Quantity of plants installed Square footage of garden coverage *Number of events, volunteers educated and involved, and local organizations and individuals using garden as educational tool and resource			
Community events, education and outreach	*Number of events held for community education *Number of tabling events attended for community outreach *People reached via newsletters and social media *Attendees of Spectacular Nature Day			
Native plant partnership giveaway	*Number of species with successful germination & growth *Quantity of plants grown for giveaway *Plants given away			
Community-engaged floodplain restoration	*Quantity of plants added to the landscape *Number of volunteers engaged in the restoration process			
2. School-based Tree Nursery Expansion				
School-based tree nursery	*Children taught/schools served *Trees and plants grown *Area restored or coveted to native plants			
3. Trail Stewardship Program Expansion				
Professional services	*Professional quality video training module			
Capacity Funds	*Area of Japanese knotweed removed *Volunteer hours put towards Japanese knotweed removal.			

Is there any other information you would like us to know? (2 page limit)

Burlington Wildways is a partnership group between most of the large, public-facing landowners within the city. The partners are Rock Point, the Intervale Center, Burlington Parks, Recreation & Waterfront and Winooski Valley Park District, who is our fiscal sponsor. We also work closely with UVM, both faculty and planning staff. We were formed by a City Council resolution in 2017 to bolster conservation efforts across the city and to assure long-term equitable access to our natural areas. Our steering committee meets monthly to discuss our priorities and strategic direction.

Our partnership is efficient. We are a group of groups each with staff. For example:

1. Our school-based tree nursery is partially staffed by an educator and grower who is housed in the Parks Department. Her position is fully funded through grants written by Wildways but being housed with one of the partners allows access to trucks, insurance, and equipment already owned by the city.
2. Similarly, in our building relationship with UVM, professors in the plant biology department bring expertise in growing locally adapted native plants—but we are limited by shelf space in the UVM greenhouse. Now there are emerging plans to collaborate with the Intervale Conservation Nursery, which owns large-scale seed processing machines and is a grower at scale. We're aiming to have a greenhouse wholly dedicated to growing locally-sourced native plants, combining the two organizations' strengths.
3. Our Trail Stewards Program occurs across multiple ownerships. For citizens this approach is welcoming and sensible: one program, one training, one reporting system that extends across many natural areas. But this program takes coordination, agreement on goals, communication, and planning across multiple organizations. The program is run by Wildways and Intervale Center staff, but the data that runs our apps is all held by the Parks Department so we are in close communication to keep this stewardship program running smoothly. Wildways' partnership work is silo busting. We plan for projects that each partner has an interest in doing, but could not do alone.

The Intervale Center is seeking funding from the Burlington Conservation Legacy Grant to support greater capacity to care for our land and our community with nature-based climate solutions in 2025. Nature-based climate solutions tend our ecosystem to combat climate change while engaging partners and community members in this work, which the Intervale Center practices across all our programs. On our 360 acres along the Winooski River and in our work with partners across Burlington and Vermont, our mission is to strengthen community food systems that sustain farms, land, and people. The Intervale Center stewards 360 acres of land that includes farmland, floodplain forest, and public trails and supports food access initiatives, grows and plants native riparian trees in all VT watersheds, and supports land access and farm viability across Vermont. Our work is guided by three high-level goals: 1) Support farming and food production that balance the needs of people and the environment, 2) Protect and steward the natural environment at the foundation of our food system, and 3) Advance the movement to strengthen community food systems. With this funding we will:

- Expand and steward community gardening space in the Intervale, including additional plots for the Tommy Thompson Community Garden and public access improvements (2A.1, 2A.3, 2B.1, 2B.2)
- Develop city-wide non-native invasive plant management and monitoring (3A.1, 3A.2, 4A.3)
- Diversify community food production and build flood resiliency in the Intervale, including new acreage for agroforestry and increased public education and engagement in wild and cultivated food and medicine (1B.3, 2B.1, 3A.2, 3B.4)
- Steward land with nature-based climate solutions to promote a healthy and resilient environment for food production and land conservation (1B.4, 2A.3, 3A.2)

Expand and steward community gardening space in the Intervale: The fertile soil of the Intervale has been feeding inhabitants for thousands of years, and with 2 in 5 Burlington residents now experiencing food insecurity, community food production is more important than ever. For years the Intervale Center has been working to support growing demand for commercial food production and community gardening on our lands from expanding Tommy Thompson to helping farmers expand acreage and add new greenhouse production and storage. Today, in collaboration with farmers who lease land from us and community garden leadership at Tommy Thompson and AALV, we have identified two areas suitable for further expansion. With support from this fund, we will finalize site designs for expansion to Tommy Thompson Community Garden in consultation with garden leadership and with consideration to current and future site conditions and flood risks. We will begin field clearing, soil preparations, and irrigation coordination for approximately 35 new garden plots (0.8-1.0 acres). As we work to expand community garden space, we will also improve access to existing gardens, including trail connectivity, road enhancement, parking, and gate removal/installations.

Develop city-wide non-native invasive plant management and monitoring: Management of non-native invasive species (NNIPs) directly promotes the success of many other NBCS initiatives, like restoration, biodiversity, and water quality planting projects. Our project will provide three critical factors to effective NNIP management and ecosystem restoration projects: 1) accurate site assessment, 2) ongoing monitoring, and 3) skilled labor.

Together with UVM's Community of Practice interns and researchers at the Rubenstein School, we will facilitate input from partnering open space managers in Burlington including, Rock Point, Winooski Valley Park District, and Burlington Parks, Recreation and Waterfront to establish an assessment and monitoring framework that will lead to increased city-wide prioritization of NNIP management needs and ultimately

increased biodiversity in our landscapes. Through this partnership, Burlington land managers will be able to efficiently utilize student research to assess progress while simultaneously training the next generation of land stewards to understand and implement effective NNIP management.

Identifying, monitoring, and removing invasive species takes time, and as priorities and strategies may shift, it is immensely helpful when this work is executed by staff who are experienced, skilled, and nimble. The Intervale Center's Conservation Nursery Crew implements water quality restoration projects and offers stewardship services across the state and brings years of experience to ecological stewardship. Through this funding, we will work with open space managers partnered through Burlington Wildways to determine priority work sites and our four-person professional stewardship crew will provide NNIP management to each organization (Rock Point, WVPD, BPRW, and Intervale Center).

Diversify community food production and build flood resiliency in the Intervale: To address the challenges of farming in a changing climate, we are increasingly incorporating the principles of agroforestry in the Intervale. Broadly, agroforestry is a regenerative farming approach that integrates trees or shrubs on the landscape or within crop fields, which binds soil, builds flood resilience, increases pollinator habitat, and ultimately benefits crop production and ecosystem health.

The Intervale Center has stewarded and enhanced riparian buffers and hedgerows for over three decades. In 2023 and 2024, we established two agroforestry zones on 88 acres of land we recently acquired—our People's Orchard now grows 430 fruiting trees and shrubs on a fallow, more flood-prone field no longer considered suitable for vegetable production, and 600' of our riparian buffer now utilizes elderberry and other native riparian tree species to protect nearly twelve acres of prime agricultural soils from erosion. In both of these zones, 100% of the fruits are distributed for free to the community.

Funding will support our work to expand our People's Orchard by an additional $\frac{3}{4}$ acre, steward 600' of planted harvestable riparian buffer, plant the second phase of this buffer (~500'), coordinate harvest of berries in partnership with Spoonful Herbals and community members, and bottle and distribute syrup to 300+ members of our free Fair Share CSA. By expanding and diversifying our capacity for community food production, we will provide critical food access while also practicing climate resilient agriculture that can be used as a model for riparian zone stewardship.

Steward the Intervale with nature-based climate solutions: We steward the Intervale using regenerative management strategies that preserve and enhance wetland buffers in order to cultivate a healthy, climate-resilient ecosystem that produces food, feeds people, and cares for natural spaces in a changing climate. As part of this stewardship plan, we are turning marginal lands into bird and pollinator-friendly habitats to facilitate biodiversity. In partnership with Audubon Vermont, we carried out an assessment in 2022 that identified the Intervale Center as a "hotspot for pollinator diversity and abundance," and highlighted three geographical target areas on which to focus habitat improvement. In 2025, we will continue this work by managing those areas through timed mowing, weeding, and managing the success of new plantings from woody shrubs to flowering species.

Support will also enable us to advance our property-wide non-native invasive plant management plan that focuses on non-chemical treatments and engages both staff time and the support of community partners, educators, and volunteers. This work contributes to city biodiversity and ecological regeneration, and also provides a foundation to educate and train the community on the importance of NNIP management as a nature-based climate solution.

Intervale Center - Conservation Legacy Fund Application – Budget and Justification

Expense Category	Garden Expansion	Invasive Mgmt	Community Food	Regenerative Land Stewardship	Total
Wages & Benefits	\$20,837.08	\$2,780.08	\$12,237.92	\$8,047.60	\$43,902.68
Supplies	\$10,600.00		\$5,900.00		\$16,500.00
Contractual		\$8,000.00			\$8,000.00
Permits and Fees	\$1,000.00				\$1,000.00
Equipment rental	\$0.00				\$0.00
Subtotal	\$32,437.08	\$10,780.08	\$18,137.92	\$8,047.60	\$69,402.68
Indirect Costs	\$4,865.56	\$1,617.01	\$2,720.69	\$1,207.14	\$10,410.40
TOTAL	\$37,302.64	\$12,397.09	\$20,858.61	\$9,254.74	\$79,813.08

Justification:

Personnel and Benefits:

- Garden Expansion: 580 hrs total to complete Community Garden Expansion includes: 148 hrs @\$40.47/hr loaded rate, 64 hrs @\$36.58/hr loaded rate, 16 hrs @\$36.44/hr rate, 40 hrs @ \$26.02/hr loaded rate and 312 @ \$34.88/hr loaded rate for a total of \$20,837.08.
- Invasive Mgmt: 76 hrs @ \$36.58/hr loaded rate to develop and establish standard monitoring protocol and identify priority stewardship sites, for total of \$2,780.08.
- Community Food: 24 hrs @ \$40.47/hr loaded rate and 308 hrs @ \$36.58/hr loaded rate for planting and foraging capacity, for a total of \$12,237.92.
- Regenerative Land Stewardship: 220 hrs @ loaded rate of \$36.58/hr for increased capacity for habitat enhancement and invasives management for a total of \$8,047.60.

Supplies:

- Garden Expansion: \$200 for soil testing, \$300 for cover crop seed, \$500 for soil amendments, \$6,000 for gate hardware and \$3,600 for road stone for a total of \$10,600.
- Community Food: \$100 for soil testing, \$200 for cover crop seed, \$1,000 for soil amendments at Orchard Expansion, \$2,000 for fencing for People's Orchard, \$600 for irrigation system improvements, and \$2,000 for harvest supplies for a total of \$5,900.

Contractual:

- Invasive Mgmt: \$8,000 for Intervale Nursery Crew stewardship services

Permits and Fees:

- Garden Expansion: \$1,000 for permitting fees

Indirect Costs: Calculated at organizational rate of 15%

- Garden Expansion: \$4,865.56
- Invasive Mgmt: \$1,617.01
- Community Food: \$2,720.69
- Regenerative Land Stewardship: \$1,207.14

Please provide or upload an explanation of how your project's results or effectiveness can be measured.*

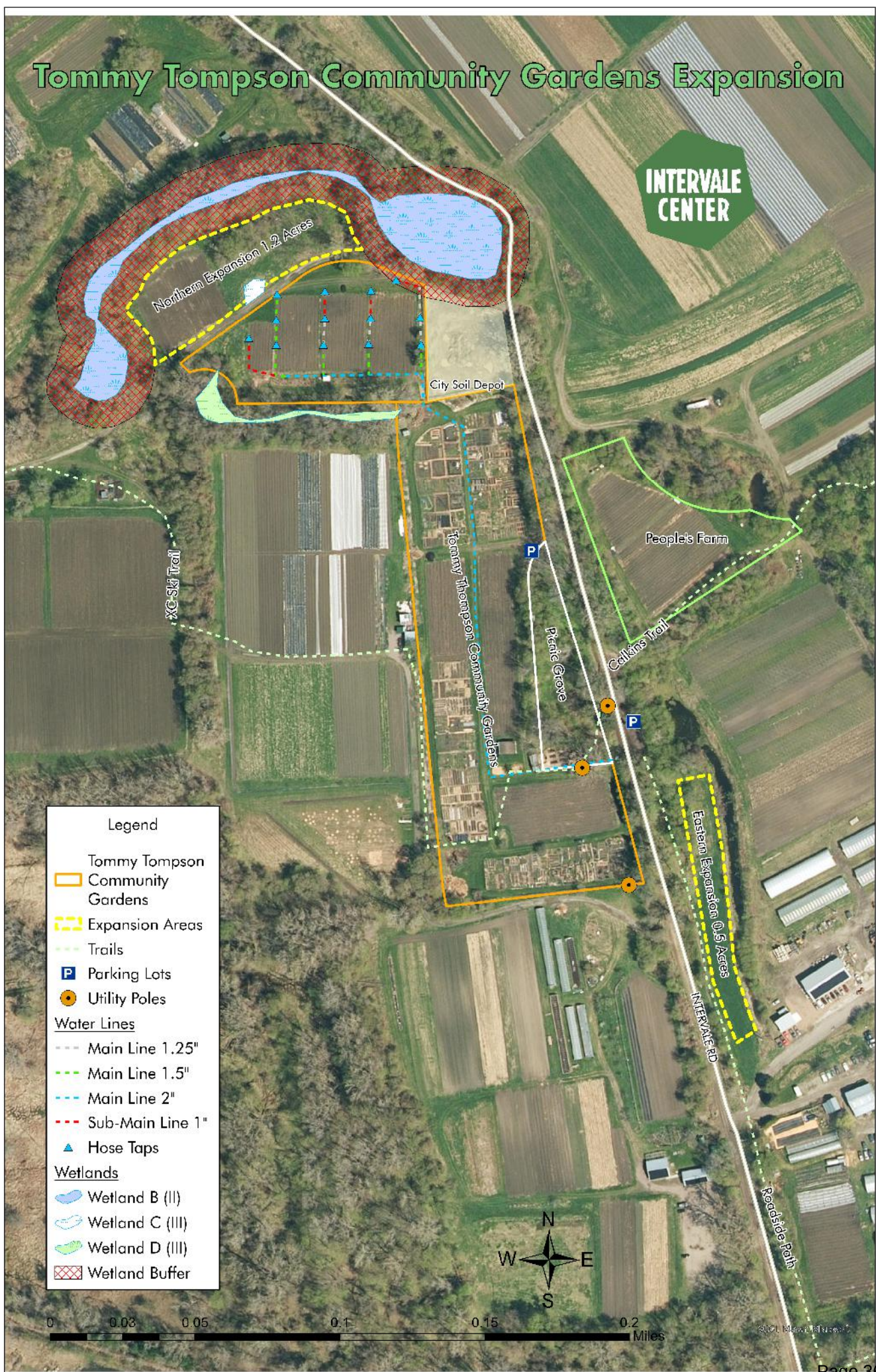
At the Intervale Center, we set annual goals through a results-based accountability model for our programs and create workplans to meet them. With funding from the Conservation Legacy Fund, we expect the following outcomes for 2025 for each of these projects:

- **Community gardening space in the Intervale are expanded and stewarded (2A.1, 2A.3, 2B.1, 2B.2)**
 - Site designs for expansion to Tommy Thompson Community Garden are finalized.
 - Fields are cleared and prepared for approximately 35 new garden plots (0.8-1.0 acres). An additional half-acre is ready for community gardening in the 2026 growing season, and the remainder by 2027 in areas where soil conditions require more stewardship (i.e. stump removal, tillage, cover cropping).
 - Additional land and amenities surrounding the community gardens are activated and will expand ongoing collaborative and educational farming, community gardening, and agroforestry programming.
 - Site access is improved, including trail access, road enhancement, parking, and gate removal/installation.
 - Irrigation is planned and installed at each site with City partners.
- **City-wide non-native invasive plant (NNIP) management and monitoring is developed(3A.1, 3A.2, 4A.3)**
 - Input is facilitated from partnering open space managers in Burlington including Rock Point, WVPD, and BRPW. Assessment and monitoring framework is established and enables increased city-wide comparison and prioritization of NNIP management needs.
 - Land managers are supported to scientifically assess the impact of NNIP treatment strategies that are in practice, contributing to a more rapid evolution of NNIP management.
 - Community-based engagement is supported with university students interested in this work, training the next generation of land stewards to understand and implement effective NNIP management.
 - Open space managers work together through Burlington Wildways to determine priority invasive management work sites for the 2025 season. One day of Intervale Conservation Nursery Crew NNIP management services to each organization (Rock Point, WVPD, BPRW, and Intervale Center) for a total of four days.
 - Presence of NNIPs is reduced across the city and biodiversity increases.
- **Community food production is diversified and flood resiliency is built in the Intervale(1B.3, 2B.1, 3A.2, 3B.4)**

- An additional $\frac{3}{4}$ acres of growing space is prepared at the People's Orchard for future plantings, through repeat tillage, cover cropping and weed management, and soil analysis and amendments.
- The expanded People's Orchard is designed as a free community resource for education, floodplain resilience, and access to diverse fruit crops.
- 600' of planted harvestable riparian buffer are stewarded; second phase of buffer (~500') is planted.
- Intervale-grown elderberry at the buffer and People's Orchard is harvested.
- Collaborated with Spoonful Herbs to coordinate and lead 2-3 elderberry syrup-making workshops for the public.
- Elderberry syrup to at least 300 families at Fair Share (free CSA program) is distributed.
- Built management capacity and effective partnerships that can ensure stewardship of this space with and for community through facilitated volunteer engagement and a minimum of three educational workshops. Prioritize linkages with community partners interested in implementing their own community-scale food forest projects.
- Installed critical fencing infrastructure at the People's Orchard to ensure forthcoming plantings and subsequent harvests can be protected from deer browse.
- Continued to invest in partnerships and programming to facilitate dignified and equitable distribution to those in need.
- **Stewarded the Intervale with nature-based climate solutions (1B.4, 2A.3, 3A.2)**
 - Stewarded three pollinator zones planted in 2022 to promote a diverse abundance of pollinators in the Intervale and promote crop production for farms.
 - Created new pollinator habitat between Intervale Conservation Nursery and New Farms for New Americans by planting a mix of perennials and flowering shrubs.
 - Increased structural diversity within hedgerows throughout the Intervale and plant a variety of flowering shrubs in field edges.
 - Reduced the presence of non-native invasive plant species (Goutweed, Japanese Knotweed, Garlic Mustard, and Common Buckthorn).
 - Engaged and educated community members of best regenerative land stewardship practices through volunteer support, partnerships, educational workshops, tours, and signage.

Intervale Center - Conservation Legacy Fund Grant Application																				
Objectives/Outcomes	Tasks	January	February	March	April	May	June	July	August	September	October	November	December							
Community Gardening: Site Design/Permitting	Access planning and design																			
	Stakeholder coordination																			
	Permitting																			
	Planting design																			
	Irrigation design/coordination																			
Community Gardening: Site and Soil Prep	Sumac and brush clearing at northern sight																			
	Brush clearing at eastern site																			
	Field layout																			
	Soil prep																			
Community Gardening: Access and Site Improvements	Access road clearing																			
	Gate installation																			
	Road and trail improvements																			
	Repair swale collapse																			
Invasive Plant Management: Capacity Monitoring	Coordinate with UVM researcher to develop standard monitoring protocol																			
	Coordinate/Lead UVM Community of Practice interns to establish monitoring plots																			
	Facilitate land manager partners input pre-development/tool training post-development																			
Invasive Plant Management: Crew Stewardship	Coordinating with land manager to identify priority sites																			
	Stewardship Crew days (four people)																			
Diversify Community Food Production: Prep Orchard Expansion	Soil testing																			
	Soil prep (tillage, spreading amendments, cover cropping)																			
	Design orchard expansion																			
Diversify Community Food Production: Investments in existing plantings	Irrigation system improvements																			
	Pruning, stewardship, harvest																			
	Staffing for ongoing orchard cultivation, volunteer opportunities, workshops																			
	Staffing for second phase of riparian buffer planting																			
Diversify Community Food Production: Education and equitable distribution	Edible planting capacity for agroforestry buffer																			
	Sustainable foraging capacity																			
Regenerative Land Stewardship	Bird and pollinator-friendly habitat																			
	Invasive plant management capacity																			

Tommy Thompson Community Gardens Expansion



Vermont Garden Network

Project Type* Operational Work for Sustained Implementation

If applicable, project location (must be within Burlington). Some projects, such as planning efforts, may not have a particular location. Starr Farm Community Garden, Winooski Valley Community Garden, The Intervale

Please provide or upload a description of the proposed project (2 page limit)*

Vermont Garden Network (VGN) proposes a 2025 Collective Gardening project which builds on the success and lessons learned from 2024's Climate Legacy Fund project. In addition to the proven legacy of Seedsong Collective Garden in the Intervale, 2024 launched two new Collective Gardens; one at Starr Farm and the other at the Winooski Valley Park District (in partnership with the Janet S. Munt Family Room). VGN proposes continuing with the three existing garden spaces while improving their climate resiliency through deeper understanding of methods to garden in a changing climate. We will convene the community in March 2025 for a conference addressing actionable approaches to climate resilient gardening.

We also plan to implement a new hub and spoke management model that can improve the efficiencies of Collective Gardening across an increased number of sites. In order to continue to scale, VGN plans to organize staffing with a Garden Manager ("the hub"), a FT year round staff position and have this dedicated member communicate with Garden Mentors ("the spokes"), seasonal PT volunteers and/or paid interns at multiple Collective sites.

Due to consecutive years of flooding at the Intervale, VGN must address those community members who want to move away from the Intervale flood plain. Those members seeking higher ground will be supported through our new hub & spoke model. Volunteer and/or member-led Seedsong alumni will be supported as they replicate the model by contracting for our support services, but selecting their own locations within the City of Burlington. This frees up existing staff to do more community engagement workshops that support the growing of vegetables with companion garden education like pollinator pocket gardens, edible landscapes, specialty group plots (i.e. An Outright or Pride garden, New Farms for New Americans engagement, other BIPOC groups and affordable housing resident gardens).

In addition to the Collective Gardens for 2025, VGN believes in the accessibility and inclusiveness of public workshops. We want to activate our mobile classroom, Veducation Van, to offer gardening education events throughout the year by partnering with City of Burlington libraries and community gardening locations.

VGN's Thrive teaching garden site located at Ethan Allen Homestead will need to undergo extensive soil fertility testing and diagnosis in 2025. Concerns over fertility have forced us to leave the garden site fallow for one year, which represents significant program revenue cuts. However, we are committed to improving soil health through more in depth soil testing using Cornell lab tests, consulting with UVM Extension, and a year-long remediation plan (cover cropping, tillage, nutrient management plan). We believe this diagnosis is a teachable moment and we will offer workshops detailing our soil health improvement steps.

In order to be climate resilient, VGN believes we must invest in existing garden sites to allow for season extension, increase ecological services and design educational spaces. Specifically, we will address:

- Water conservation: install rainwater catchment systems off of existing VGN sheds at Seedsong, Starr Farm, Thrive. We need access to water the first week of April and into late November, but the City can't turn on water until mid-May and turns off water in early October. Access to early/late water represents 8+ weeks of season extension for increased food production.
- Pollinator habitat: restore and expand pocket gardens by focusing on native, edible, medicinal plants - all three sites would benefit from improved maintenance, additional plantings, signage
- Edible perennials: similarly, existing perennials need to be better managed, additional perennials well suited for collective gardens planted where possible (aronia, serviceberry, thornless raspberries, nanking cherry)

VGN centers on the Climate Legacy Fund **Agriculture** grant theme using Climate Resilient practices but also incorporates the themes of **Forest & Tree Canopy** through use of Edible Landscapes/Fruit & Nut Trees, **Open Spaces** through use of pollinators and raised bed gardening, and **Equity, Inclusion & Relationships** through our diverse member participation groups. VGN worked to diversify lessons with language translation and incorporate both adult and young children programming at The Family Room and will seek to include other minority populations as we continue to develop relationships and build community.

Strengthening existing community gardens through educational programming is a nature-based solution that we believe will position the City to meet community demand in a sustainable manner for years to come. We are excited that we can partner to be at the forefront of this transition enabling more gardening education for all residents.

What is the grant amount you are requesting? (\$30,000 minimum / \$80,000 maximum)*

\$78500

If you are not applying as a 501 (c) 3 nonprofit, you will likely need a fiscal agent.
Please specify your fiscal agent for this project. *

N/A

Please specify matching funds or in-kind work, if any.*

EEvernorth - \$5000

UUVM Institute of Agroecology - \$5000 pending

LLand Access Opportunity Board - \$4000 pending

Gardener's Supply - \$1000

Please provide or upload a budget and budget narrative explaining how funding will be used. (2 page limit) Note that written estimates for proposed work may be required for awarded projects.

Vermont Garden Network 2025 Collective Gardening Budget	
Expenses	
Garden Management (hub and spoke model and overall program mgmt)	\$41,600
Seasonal staff	\$11,700

Administration overhead - Indirect cost	\$13,325
Education Materials (i.e. van operation and teaching supplies)	\$5,200
Garden Materials to enhance climate resilience (i.e. deer fence, water catchment, verticle trellises)	\$7,500
Equity garden scholarships (Family Room members participation and workshops)	\$12,000
Public workshop scholarships at Thrive and community centers	\$10,000
Thrive garden soil tests and consulting services	\$4,500
Spring climate conference sponsorship	\$2,500
Total Expenses	\$108,325
Revenues	
Sliding scale program participation fees	\$3,800
Collective Garden member fees	\$14,400
Climate Legacy Fund Grant Award	\$78,500
Corporate sponsorships	\$15,000
Total Revenues	\$111,700

Please provide or upload a project schedule and, as applicable, specify individual project milestones (phases). Projects should generally be completed within 1 year.

Winter (January-April) - Off season staffing, planning and training

Greenhouse grand opening March 22, 2025 in parallel with the Garden for Good climate conference hosted by VGN at Beta Technologies in Burlington.

Gardening Season: May- October Using a hands-on educational approach, teach bed prep, planting, weeding, pest mgmt and seasonal climate resilient techniques for season long garden through harvest. Public workshops using Veggie Van or other demonstration method.

Closing/documenting/reflecting: Nov-Dec

Please provide or upload an explanation of how your project's results or effectiveness can be measured.*

VGN measures our impact in areas of Education, Innovation, Community Building and Support. VGN will utilize post-participation surveys to gather data on program effectiveness using weighted responses to questions that encompass the above areas.

Questions to be included in 2025 surveys
On a scale of 1-5 Did you....
Gain practical experience in organic gardening?
Better understand how organic gardening impacts climate change?
Try a new vegetable or recipe?
Eat more fresh produce?
Eat more foods that are culturally meaningful to your family?
Deepen your understanding about where your food comes from?
Save money on groceries?
Spend more time outdoors?
Improve your mental and emotional wellbeing?
Share your vegetables and/or gardening skills with others?
Strengthen community relationships?

Is there any other information you would like us to know? (2 page limit)

VGN has been teaching Vermonters how to grow food for over 20 years. Historically, our bottleneck to growth has been staffing. To address capacity issues in 2024, VGN's board launched a new shared leadership model, internally promoting Carolina Lukac to Co-Executive Director of Programs & Partnerships and completing an external hire for T Hanson, Co-Executive Director of Philanthropy & Communications. See [staff bios here](#). In 2025, VGN plans to continue this staffing growth with dedicated resources offering a community of practice and garden consultancy to support an increased number of Collective gardens. We believe this is essential to meeting the community demands for gardening. With the recent Vermont Outdoor Recreation Economic Collaborative (VOREC) [study](#) showing gardening as a top 5 preferred outdoor activity, VGN will be able to harness this momentum and provide the City of Burlington with proven climate resilient, gardening education programs to serve more residents.

In addition to aligning with the Climate Legacy Fund themes, VGN has also aligned with state legislature sponsored [Vermont Farm to Plate](#) strategic plan through use of nature-based climate solutions to build increased agricultural sustainability and resilience.

VYCC

Project Type* Implementation Work

If applicable, project location (must be within Burlington). Some projects, such as planning efforts, may not have a particular location. VYCC will be working at Rock Point Commons and Arms Forest.

VYCC seeks to use these grant funds to run four weeks of Youth Crew programming in Burlington in summer 2025. We will collaborate with Burlington Wildways partners to recruit local youth participants, complete high-priority conservation projects, facilitate experiential learning opportunities through our educational curriculum, and introduce participants to local organizations working on nature-based climate solutions.

Who We are:

VYCC is a service corps that enrolls over 200 young adults each year to work on public service projects. Our mission is to take action and build community by working and learning together with the land. Since 1985, over 7,000 Corps Members have completed projects that strengthen Vermont's communities and conserve natural resources.

Burlington Wildways is a partnership of organizations that connects and protects the wild places and paths of Burlington. Burlington Wildways mission is to build a strong partnership of many organizations working together to maintain a world-class shared trail network; conserve the rare plants and diverse animals that make their homes in the Queen City; and provide equitable and inviting access to our many natural areas for the benefit of all our city's citizens and visitors. While 2025 project partners only include City of Burlington and Rock Point Commons, continued partner engagement with other Wildways partners (Intervale and Winooski Valley Park District) for crew member recruitment and job exposure to VYCC alum continues to be a key strategy. This connects to strategy 6C.2 *"Increase partnerships with community organizations for the completion of NBCS projects city-wide."*

VYCC plans to leverage existing systems, tools, and personnel to run a summer season within Burlington. VYCC brings a 35-year history of engaging youth in conservation work which includes systems for recruitment and hiring, comprehensive leader and member training and staff support to assist leaders and members in the field.

Service and Education:

Youth Crews offer paid summer service positions for participants between the ages of 15 and 18. Participants work on conservation projects and learn a variety of skills including problem solving, communication with both the crew and community partners, and time management; they also develop technical conservation skills like safe use of tools, strategies for land management, erosion control, and technical trail building skills. Youth members receive training and guidance from Crew Leaders and receive additional support from VYCC Staff.

VYCCC is currently revamping its education curriculum in order to strengthen learning outcomes for youth members. Throughout the season, crew leaders will facilitate engaging learning activities that create opportunities for youth participants to learn transferrable job skills and build connections between the projects they complete and the environmental impact of nature-based climate solutions. There will also be a focus on leadership development activities throughout the season. This ties into the NBCS strategy of 6B.2 *“Ramp up NBCS related educational programs and resources for residents of all ages and find new ways to engage the New Americans and frontline communities.”* VYCC hopes the new educational program will allow for greater growth for its members while creating a pathway for youth to continue working and learning within the field of conservation.

Recruitment:

VYCC has long-standing relationships with public schools and youth-development organizations in the City of Burlington. Examples of community connections include relationships with Simon Parlante (Employment Specialist at Burlington High School), Jim Shields (Student-centered Learning Coordinator at Eagle Bay Academy), Dov Stucker (Lead Instructor of the Burlington City & Lake Semester program), and Noah Kass (Program Manager at Burlington YouthBuild).

VYCC takes a grassroots approach to recruitment. Emphasis is placed on relationship-building and creating several touchpoints over the course of a school year, so students have multiple opportunities to learn more about our organization. VYCC engages schools, educators and student populations in a variety of ways. VYCC hosts field trips on our Richmond campus where student groups learn about programs through a hands-on project. VYCC's Community Engagement Manager also attends local job fairs, networks with career counselors in the Burlington School District and gives presentations to classrooms and school-wide assemblies.

VYCC will prioritize the recruitment of Burlington residents for this crew. VYCC will focus on recruiting and hiring a crew that reflects the diverse demographics of Burlington, including the New American community. The crew will work alongside conservation professionals, making this a valuable opportunity for career exploration. This connects to strategy 6B.3 *“Create more opportunities to bring school aged children and university students into the urban wilds to experience and learn about NBCS.”*

Project Proposal:

The main goal of a youth crew is to offer opportunities for participants to learn, grow and establish connections with the land with a secondary focus on efficiency and project completion. As such we have created a list of projects for the crew to work on supported by the recommendations of a third-party assessment. Projects will be executed in order of priority, but not all may be completed. This structure allows VYCC and the Wildways partners flexibility to make changes throughout the summer based on crew skill level and interest while still dedicating the most crew time to the highest priority projects.

The highest priority project focuses on replacing damaged boardwalk and puncheon on the Rock Point Trail Network. The Rock Point trail network in Burlington connects many outdoor spaces such as North Beach, Arms Forest, community gardens, outdoor classrooms and the Burlington Greenway bike path, supporting a wide variety of outdoor recreational opportunities. This connects to goal 4B.1 *"Increase pocket parks and connected open spaces"*. As the trail network develops, it has experienced an increase in use, highlighting the need to implement sustainable maintenance to reduce the erosive impact of users. Timber and Stone LLC performed an assessment of the Rock Point trail network and identified sections where user impact is the most profound and in need of higher standard trail structures. Rehabilitating the existing boardwalk and adding length to it preserves the surrounding landscape by reducing erosion and allowing regeneration. Additionally, it discourages braided social paths by making the trails more easily navigable and accessible. Timber and Stone's assessment recommends prioritizing many different improvements on the trail system. Within the scope of our crew season, we identified 3 priorities in consultation with staff from Rock Point and City of Burlington:

Priority 1: Puncheon rehabilitation for improved pedestrian access to green spaces

Priority 2: Construction of new, seasonally mobile puncheon

Priority 3: Trail closure and puncheon removal (if time allows)

Roles:

VYCC will provide training to leaders and members, will supply a standard cache of tools, maintain vehicles, and offer operational support during project weeks. Wildways Partners will provide materials and design plans, and some in-field technical assistance during the season.

What is the grant amount you are requesting? (\$30,000 minimum / \$80,000 maximum)*

30000

If you are not applying as a 501 (c) 3 nonprofit, you will likely need a fiscal agent.
Please specify your fiscal agent for this project. *

We are a 501 (c) 3 nonprofit.

Please specify matching funds or in-kind work, if any.*

The actual operating cost of running a VYCC youth crew is more than the amount we charge to partners. VYCC raises the remaining funds through philanthropy and other grants. We will use these funds to offer \$7,500 of match to the project (25% of funding request).

Please provide or upload a budget and budget narrative explaining how funding will be used. (2 page limit) Note that written estimates for proposed work may be required for awarded projects.*

4 weeks of VYCC youth crew at \$6,500 per week = \$26,000

3.5 weeks of VYCC staff facilitated leader training to prepare leaders to lead the youth crew and complete the projects = \$2,500

8 days of leader capacity (2 leaders for 4 Fridays during the youth crew season). Those days will include continued project work and time to plan and prepare for educational activities for the following week = \$1,500

Total grant request = \$30,000

What does the \$6,500 fee-for-service rate include?

- Stipends for crew leaders and members
- Worker's Comp and Insurance
- Transportation
- Use and maintenance of tools
- Staff support for crew dynamics and project quality

The actual cost of running a VYCC youth crew is more than \$6,500 per week. VYCC raises the remaining funds through philanthropy and other grants. We will use these funds to offer \$7,500 of match to the project.

The Wildways Partners have committed to covering the expenses of building materials and other supplies from their own budgets.

Please provide or upload a project schedule and, as applicable, specify individual project milestones (phases). Projects should generally be completed within 1 year.*

Recruiting Phase:

January through May, VYCC staff working with Burlington partners on direct outreach.

Most crew member hiring occurs April and May, 2025

Training:

Crew leaders are trained from May 21 through June 13, 2025

Operational Phase:

The 2025 Burlington Youth Crew will operate for one four-week session: June 16 - July 11.

The full crew works Monday-Thursday, 8am-4:30pm.

On Fridays, the two crew leaders prepare and plan for the next week's project and educational activities.

The youth crew will have two crew leaders and five-seven youth crew members.

Project Close-out Phase:

September through December 2025

End of season reflection with partners, reporting, and planning for future partnerships.

Specific milestones for each project priority are as follows:

First Priority: Puncheon rehabilitation for improved pedestrian access to green spaces

This priority connects to goal 4B.1 *"Increase pocket parks and connected open spaces"* by addressing sections of Burlington walking trails in need of rehabilitation. The primary task is to update a significant section of the old puncheon that is in disrepair to increase pedestrian access to Rock Point and elevate foot traffic from wet tread. This involves replacing the decking and installing step stones between gaps in the puncheon, as well as brushing out the corridor, and removing invasives. Improving this section of trail connects Rock Point, Arms Forest, and Burlington Greenway Path, encouraging increased pedestrian and bike access.

Goal:

- Rehabilitate 0.14 miles of walking trail via the following:
 - Remove 154 puncheon decking pieces in poor condition
 - Replace 77 sections of puncheon with 8 and 12ft decking (≈1,312 linear ft)
 - Brush out corridor including removal of invasive buckthorn and honeysuckle
 - Install step stones between gaps in boardwalk

Locations:

- Rock Point Trail
- Arms Forest

Second Priority: Construction of new, seasonally mobile puncheon

The second priority is to construct a new section of puncheon that can be moved seasonally. This design will allow puncheon to be moved out of the way during the winter season when the trail is used by skiers. This maximizes the trail's year-round accessibility and user safety while simultaneously providing erosion control and protection of the surrounding vegetation throughout the rest of the year.

Goal: Construct and stage 140ft of new seasonally mobile puncheon

Location: Rock Point Trails

Third Priority: Trail closure and puncheon removal (if time allows)

The third priority is to disassemble and haul out a short stretch of puncheon that is in disrepair. The trail frequently floods and is seldom utilized. Removing the old material and brushing in the trail will have a positive environmental impact by minimizing further erosion and allowing the area to recover.

Goal: Close & renaturalize 300ft of trail

Location: Rock Point Trails

Please provide or upload an explanation of how your project's results or effectiveness can be measured.*

People Metrics:

- # of crew leaders (goal: 2)
- # of youth participants who gain hands-on experience completing conservation projects (goal: 5-7)
- Increased % of participants who are Burlington residents
- Participants complete 16 thirty-minute educational sessions led by crew leaders accomplishing course learning objectives

Project Metrics

- Crew Hours (goal: 750 hours)
- # Puncheon repaired/replaced (goal: 77)
- # New puncheon constructed (goal: 140 feet, if time allows)
- Area renaturalized (goal: 300ft of trail renaturalized, if time allows)
- Linear feet of public walking trail improved (goal: 2,000 feet)

Is there any other information you would like us to know? (2 page limit)

This is VYCC's second consecutive year applying for the Conservation Legacy Grant. VYCC was thrilled to receive funding in 2024 to operate two youth crews in Burlington and there is a lot of momentum to build on for the 2025 program. In a 2025 iteration, VYCC is excited to focus recruitment and hiring efforts on Burlington residents and to continue building connections between young people and the places they live. VYCC is excited to strengthen learning outcomes through a revamped educational component and to continue introducing young people to careers in conservation. VYCC is excited to do all of that while also completing valuable conservation projects in Burlington. With the heightened emphasis on local recruitment and piloting a new education curriculum, we are choosing to reduce our scope to 4 weeks instead of 8 weeks in order to attain high-quality program and project outputs.

Board of Finance and City Council Submission Checklist

Department: Permitting & Inspections Submitter: Scott Gustin

Title/Subject: Conservation Legacy Fund grant awards 2025

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	3/24/2025

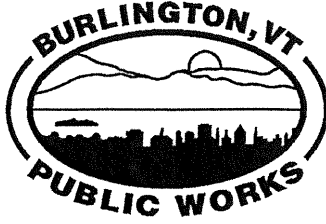
This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	2/26/2025	Bill Ward
Mayor's Office informed and approved memo	Yes	3/19/2025	Joe Magee
Board/Commission, if required	Yes	2/3/2025	Conservation Board. 2/11/2025 for Parks Commission
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	3/5/2025	Atty. Sturtevant
CAO has reviewed budget, financing, and memo	Yes	3/19/2025	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

645 Pine Street, Suite A
Burlington, VT 05401
802.863.9094 VOICE
802.863.0466 FAX
802.863.0450 TTY
www.burlingtonvt.gov/dpw

MEMORANDUM

To: Board of Finance and City Council
Fr: Laura Wheelock, P.E., City Engineer – Div. Director of Technical Services
Peter Procaccio, P.E., Sr. Public Works Engineer
CC: Chapin Spencer, Director of Public Works
Ashley Parker, Capital Program Director
Megan Moir, Div. Director – Water Resources
Brian Pine, Director of Community and Economic Development Office

Re: **Great Streets Main Street – Sewer Budget**
Date: March 24, 2025 (Board of Finance & City Council)

I. SUMMARY OF REQUESTS

The Department of Public Works (DPW) is seeking Board of Finance recommendation and City Council authorization to:

1. Execute Contract Amendment with SD Ireland Brothers
2. Execute Budget Amendment

II. PROJECT BACKGROUND & CONSTRUCTION UPDATE

The public vote in March 2015 authorized the initiative's first efforts in the City's Downtown Tax Increment Financing (DT-TIF) District by supporting the borrowing of \$10,000,000 to make new investments in downtown public infrastructure to ensure that Burlington residents have a downtown that is a vibrant, walkable and sustainable urban center. Voters additionally supported the Great Streets Main Street Project at the March 2022 Town Meeting Day public vote with support to secure an additional \$25,920,000 in debt, matching the Vermont Economic Progress Council (VEPC) approved borrowing amount of \$35,920,000. In August 2022, the City then issued Bond Series 2022B in the original principal amount of \$30,120,000, with \$4,261,971 in Premiums received, to support the improvements associated with the Great Streets Main Street project. In March of 2024 the City received authorization from VEPC for the updated project scope and full amount of proceeds and premiums issued with the Bond.

Re: **Great Streets Main Street Contract Amendments**

Construction commenced on February 5, 2024, and has been focused on replacing sewer and water mains between Pine Street and S Union Street; as well as placing new sewer for the Ravine Sewer bypass. Work to place the new 48" pipe has been challenging with the depth of the pipe ranging from 13' to 27' below grade, confined rights of way, aging surrounding infrastructure, overhead utilities, and historic adjacent properties.

Upcoming work for this season will include replacement of the water main along Main Street, installation of stormwater detention vaults along the north side of Main Street, and continuing the installation of the Ravine Sewer bypass. Additionally, the project's streetscape elements and paving will likely begin during the 2025 construction season. The project has an overall contract completion in late 2026.

Reducing the impact of this project on adjacent businesses and downtown overall remains a major focus of our efforts. To-date DPW has engaged in:

- Weekly emails to businesses detailing upcoming work, closures, planned detours, & available parking
- Maintenance of a project website for public access to project status
- Direct outreach to impacted businesses & residences to gather feedback and share project status

Additional project information can be found on the website: greatstreetsbtv.com

III. CONTRACT AMENDMENT WITH S.D. IRELAND BROTHERS CORPORATION

During the work, the age and condition of the Main St sewer between 227 Main Street and South Union is such that it needs to be added back into the project for replacement. If not replaced, this failing sewer will present a significant future risk of damaging the Great Streets improvements downstream and made as a part of the project. The streetscape work limits of the Main Street Great Streets project do not extend this far east, therefore this sewer is considered to be non-participating and are thus are not eligible to utilize DT-TIF funds and shall be covered by Water Resources Capital funds.

The Board of Finance and City Council previously authorized contract and budget amendments with S.D. Ireland for the sewer replacement from 227 Main Street to South Union Street at their July 8, 2024 and July 25, 2024 meetings in the amount of \$291,615. However, the previous approval did not include the costs of abandoning the decommissioned sewer or maintenance of traffic control with flaggers. Sewer abandonment is typically incidental when a sewer is replaced along the same alignment, however in this case, the alignment is moving and the cost of abandonment needs to be accounted for separately. Additionally, traffic control costs have been added to this scope as it's been a key element for helping the public navigate the Main Street project and should be added for this incremental work. The revised cost of this sewer main replacement is \$357,947 which includes contingency. A revised cost authorization, budget, and contract amendments are required to approve this additional amount of \$66,332.

This change will increase the current contract with S.D. Ireland Brothers Corporation by \$33,791 and hold \$32,541 as project contingency (10% of the total cost of work).

IV. PROJECT FINANCIALS

To date the Main Street project has expensed approximately 54% of the previously approved contract total. The project is tracking significant use of contingency funds to mitigate some of the challenges encountered with ravine sewer bypass construction and unforeseen need/use of flaggers in the downtown core. The known/estimated contingency costs are approximately 86% of the previously approved amount or approximately \$2,200,000. Deep utility excavation work is often where the greatest financial risk lies, so it is not unexpected that we have had to utilize this contingency to-date. DPW is closely tracking these items and other project variables to work to keep the project within budget.

To restore some streetscape elements that were removed when construction bids came in high, the project team is collaborating with the Clerk/Treasurer's Office Grant Team to apply for grants. A Downtown Transportation Fund Grant was submitted in February that, if funded, seeks to add seating, bike racks, and a bus shelter back into the project.

Water Resources Funding

Wastewater capital funds will be used to fund costs that are not DT-TIF eligible for the replacement of the Main St sewer main from 227 Main to South Union St (\$357,947). The initial \$291,615 was already set aside from FY24 funds and is being held in Fund 862 project "Main St Great St." The additional \$66,332 of funding will come from the FY25 Wastewater capital expense line (480-19-425-000.9500) through a budget amendment to transfer funds to the Fund 862 (Wastewater Capital Fund) project.

An updated project budget is included in the attachments, including account details and projects.

V. MOTIONS

Board of Finance:

1. To approve and recommend that the City Council authorize the Director of Public Works to execute an amendment to the contract, subject to City Attorney review and approval, with S.D. Ireland Brothers Corporation in the amount of \$33,791 bringing the total contract value up to \$26,543,720.62, and increase the previously authorized contingency funds by \$32,541 bringing the total to \$2,628,795.83 in contingency funds to be available to use toward any necessary future contract amendments needed to accomplish the construction work herein contemplated, and further authorize execution of any such necessary amendments upon review and approval by the City Attorney's Office, for a total authorized amount not to exceed \$29,172,516 for the development of the design of the Great Streets Main Street project.
2. To approve and recommend that the City Council authorize the Chief Administrative Officer, or their designee, to effect all necessary budget amendments and transfers of funds to and from the above-referenced funding sources as needed to pay the above-referenced project expenses in FY25 and Overall Project Budgets, in substantial conformance with the attached budget transfer request.

City Council:

1. To authorize the Director of Public Works to execute an amendment to the contract, subject to City Attorney review and approval, with S.D. Ireland Brothers Corporation in the amount of \$33,791 bringing the total contract value up to \$26,543,721.26 and increase the previously authorized contingency funds by \$32,541 bringing the total to \$2,628,795.83 in contingency funds to be available to use toward any necessary future contract amendments needed to accomplish the construction work herein contemplated, and further authorize execution of any such necessary amendments upon review and approval by the City Attorney's Office, for a total authorized amount of \$29,172,516.09 for the development of the design of the Great Streets Main Street project.
2. To authorize the Chief Administrative Officer, or their designee, to effect all necessary budget amendments and transfers of funds to and from the above-referenced funding sources as needed to pay the above-referenced project expenses in FY25 and Overall Project Budgets, in substantial conformance with the attached budget transfer request.

VI. ATTACHMENTS

- A. Project Budget

Attachement A
Project Budget

GS - Main Street

NEW WORLD Project Name: 853 Main St

Project Manager: Madeline Suender
Project Supervisor: Laura Wheelock
Last Updated: 3/18/2025

G/L NUMBER AND NAME		Detailed Project Name		NOTES	Total
REVENUE:					
853-19-700.4990_236	853 MAIN ST, DT TIF - Capital	DT TIF VA BOND - Construction			\$23,391,722.00
853-19-700.4990_236	853 MAIN ST, DT TIF - Capital Premiums	DT TIF VA PREMIUMS			\$4,261,971.06
853-19-700.4990_236	853 MAIN ST, DT TIF - Public Art	Public Art			\$500,000.00
853-19-700.4990_236	853 MAIN ST, DT TIF - Ravine Sewer	Ravine Sewer			\$6,228,278.00
843-19-700.4875_130	842 Street Reconstruction - Paving	Street Capital			\$546,477.03
861-19-700.4990_460	861 Water Capital Projects	Water Capital			\$105,000.00
862-19-700.4990_480	862 Wastewater Capital Projects	Wastewater Capital			\$357,947.00
				Subtotal	\$35,391,395.09
EXPENSES:					
853-19-700.9500_236	853 MAIN ST, DT TIF - Capital	Design consultant - (Main St. & Ravine)	VHB/Agency/DG		\$2,545,677.00
		Redesign	VHB/Agency/DG		\$128,274.00
		Water/Sewer Special Inspection	VHB/Agency/DG		\$182,400.00
		QEP Inspection	VHB/Agency/DG		\$304,137.00
853-19-700.9500_236	853 MAIN ST, DT TIF - Public Art	Public Art (Design& Construction)	Nancy Winship Milliken, WOWHAUS, Pixel Patch Creative, Lydia Kern Studio		\$500,000.00
853-19-700.9500_236	853 MAIN ST, DT TIF - Capital	Street Lighting (Decorative)	BED MOU		\$549,810.00
853-19-700.9500_236	853 MAIN ST, DT TIF - Capital	RE and Outreach Consultant	EIV Fee with Contingency		\$1,800,000.00
853-19-700.9500_236	853 MAIN ST, DT TIF - Capital	RE and Outreach Consultant	EIV Amendment #1		\$298,974.00
853-19-700.9500_236	853 MAIN ST, DT TIF - Capital	Construction Road/Utilites	SD Ireland		\$14,865,588.17
853-19-700.9500_236	853 MAIN ST, DT TIF - Capital Premiums	Construction Road/Utilites	SD Ireland		\$4,261,971.06
853-19-700.9500_236	853 MAIN ST, DT TIF - Ravine Sewer	Ravine Sewer	SD Ireland		\$6,228,278.00
843-19-700.8040_840	842 Street Reconstruction - Paving	Paving	SD Ireland		\$546,477.03
861-19-700.9500_110	861 Water Capital Projects	Water	SD Ireland		\$105,000.00
862-19-700.9500_110	862 Wastewater Capital Projects	Sewer	SD Ireland		\$357,947.00
		Contingency	10% (Design/BED/RE/Const)	\$	2,628,795.83
Subtotal					\$35,303,329.09

Board of Finance and City Council Submission Checklist

Laura Wheelock, Peter Procaccio

Department: Public Works Submitter: Megan MoirTitle/Subject: Main St - Sewer Budget

	Approval:	Meeting Date:
☐	Board of Finance	
☐	City Council	Click or tap to enter a date.
☒	Concurrent	3/24/2025

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	3/17/2025	Chapin Spencer
Mayor's Office informed and approved memo	Yes	3/19/2025	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	3/14/2025	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	3/18/2025	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	Main St - Sewer Budget
Contract Attached, if applicable?	No	Contract subject to review by City Attorney
Additional Materials, if necessary	Yes	Project Budget
Draft Resolution or Motion?	Yes	Motions - Memo
If for submission to Council, are sponsors identified?	Yes	Board of Finance

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

From: Nic Longo, Director of Aviation
Jeffrey Bartley, Director of Innovation & Marketing

Date: March 24, 2025

Subject: Request for Authorization to Sign a Lease Agreement with Kestrel Coffee Roasters, LLC.

REQUEST

The Patrick Leahy Burlington International Airport ("Airport") seeks Board of Finance approval and City Council authorization to enter into a ten (10) year lease, with one (1) option for a three (3) year extension for concessionaire services with Kestrel Coffee Roasters, LLC ("Kestrel").

SUMMARY

As our airport continues to grow, we constantly try to find ways to improve the experience for our passengers and guests. One of, if not the most consistent piece of feedback we hear from our passengers is for increased food, drink and coffee options. We agree, which is why we put together a Request for Proposal (RFP) to solicit concessionaires (food or hard goods.) Three bids we received. After the scoring process, one concession, Kestrel Coffee, was selected.

ABOUT KESTREL COFFEE AND THE OWNERS

The following is pulled from the Introduction from Kestrel Coffee Roasters' proposal.

"We started Kestrel with the intention of bringing better coffee– both the cup of coffee and the experience– to more people. We can't think of a better way to do that than to open the fourth Kestrel location at Leahy BTV. Having successfully opened and operated three cafes since 2018, we know what it takes to create a sustainable business and to continue meeting the needs of our customers. We know how to hone in on the unique needs and preferences of customers at each location. The procedures and systems we have in place are repeatable and scalable. We have a dedicated, growing team, and exceptionally high standards for hospitality. We were recipients of the "Best New Business Award" from the Lake Champlain Regional Chamber of Commerce in 2019.

We are big believers in giving back. We donate to countless local nonprofits, schools, and youth groups: drip coffee, raffle prizes, auction items, tours, our space, our platform, our time, and more. We believe that cafes bring people together and can truly change our community for the better.

Our biggest challenge will be the same challenge we've been faced with over the past couple of years: staffing. We're confident in our ability to create a stellar team for this fourth [Airport] location as we've gotten better at hiring, training, and creating growth opportunities for our team.

We often talk about being "small but mighty" because our namesake, the American Kestrel, is the smallest falcon and is known for its incredible speed and agility. The opportunities for "taking flight" are not lost on us: our 5 year anniversary blend was called "Frequent Flyer" and our signature espresso is called "Faster Than Light". And yes— you've already seen us at the airport: we've been advertisers since fall of 2023. We're ready to spread our wings and take flight once again!

Charlotte & Johnny Steverson, co-owners of Kestrel Coffee Roasters, met in 2011 at Blue Hill at Stone Barns, a farm-to-table restaurant, in Pocantico Hills, NY.

It had always been a dream of theirs to one day open a coffee shop together. So, in 2017, Charlotte & Johnny decided to move to Vermont and do just that! They opened Kestrel Coffee Roasters in July of 2018. With an intense love of food, and a deep appreciation of great service and hospitality, Charlotte & Johnny, and their dedicated team, are excited to make your coffee experience better. "

This new Kestrel Coffee Roasters at Leahy BTV will bring the passion and vision of the company to the Airport, serving high quality coffee, pastries, and light fare, throughout the entire operational day, serving before the first flight until after the last flight departs!

LEASE TERMS

The proposed lease is for an initial five (5) years with two (2) extension options for a three (3) years each; this is a standard lease term. This lease will cover an estimated 20x20 space on the 2nd floor of the consolidated security checkpoint. They will be located above the escalators. Designs are still in the works but we expect it to be open in within the third calendar quarter of 2025.

FINANCIALS

As part of the agreement, Leahy BTV will invest \$40,000 - \$50,000 to help outfit the location with the necessary water, sewage, and electricity. This is being completed as part of work to renovations in the TSA area on the 1st floor.

Calculation of Rent

Year	Percentage Fee	Minimum Guaranteed Rent	Bonus Percentage Fee if Gross Revenues Exceeds \$1.5 Million but are Less Than \$2 Million	Bonus Percentage Fee if Gross Revenues Exceeds \$2 Million
Year 1	Four Percent (4%) of Gross Revenues	N/A	N/A	N/A
Year 2	Six Percent (6%) of Gross Revenues	N/A	N/A	N/A
Year 3	Nine Percent (9%) of Gross Revenues*	\$61,220.64	Twelve Percent of (12%) the difference between Gross Revenues and the Projected Gross Revenues*	Thirteen Percent (13%) of the difference between Gross Revenues and the Projected Gross Revenues*
Year 4	Ten Percent (10%) of Gross Revenues	\$72,784.53		
Year 5		\$77,879.45		
Year 6 and all Years thereafter, if applicable		Seven Percent (7%) increase over the previous Year		

Airport Concessions Disadvantaged Business Enterprise (ACDBE) Eligibility

Kestrel Coffee Roasters is currently going through the ACDBE accreditation process, per state and federal regulations. The ACDBE program provides equal access for small airport concession businesses, that are owned by socially and economically disadvantaged individuals, to do business at ACDBE accredited airports. Kestrel's accreditation supports the Airport's business partnership goals in the terminal as part of the Disadvantaged Business Enterprise (DBE) Program which is reviewed and approved by FAA.

Proposed Motion:

Board of Finance Proposed Motions:

"To approve and recommend to the City Council the authorization of the Mayor of the City of Burlington, at the recommendation of the Director of Aviation, to execute the Concessions Lease Agreement between

Kestrel Coffee Roasters, LLC and Patrick Leahy Burlington International Airport, subject to final review and approval of the City Attorney's Office.

"To recommend that the City Council authorize the Director of Aviation to take such further actions and to 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 to authorize the Mayor to execute minor amendments to the Lease Agreement, approved as to form by the City Attorney, without further action from the City Council should the need arise in the future."

City Council Proposed Motions:

"To authorize the Mayor of the City of Burlington, at the recommendation of the Director of Aviation, to execute the Concessions Lease Agreement between Kestrel Coffee Roasters, LLC and Patrick Leahy Burlington International Airport, subject to final review and approval of the City Attorney's Office.

"To authorize the Director of Aviation to take such further actions and to 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 to authorize the Mayor to execute minor amendments to the Lease Agreement, approved as to form by the City Attorney, without further action from the City Council should the need arise in the future."

Board of Finance and City Council Submission ChecklistDepartment: Airport Submitter: Nicolas LongoTitle/Subject: Request to Sign Concession Lease with Kestrel Coffee Roasters

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	3/24/2025

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	3/1/2025	N. Longo
Mayor's Office informed and approved memo	Yes	3/18/2025	E. Jacobsen
Board/Commission, if required	Yes	3/4/2025	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	3/19/2025	E. Ramakrishnan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	3/19/2025	E. Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	3/18/2025	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?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Yes	Board of Finance



OFFICE OF THE CITY ATTORNEY

City of Burlington

City Hall, 149 Church Street, Burlington, VT 05401

Voice (802) 865-7121

Fax (802) 865-7123

TTY (802) 865-7142

MEMORANDUM

TO: City Council

FROM: Erik Ramakrishnan, Esq.

DATE: March 24, 2025

RE: Designation of Staff to Issue Municipal Tickets

Ordinance violations generally may be prosecuted either as criminal or civil offenses. Both carry a maximum fine under the City's Charter of \$500, but different procedures apply to each. Civil tickets may be issued by any City employee authorized by the City Council, whereas criminal tickets generally are required to be issued by sworn peace officers. Additionally, civil tickets are enforced in the Vermont Judicial Bureau rather than in the Superior Court. As a result, participation by attorneys is not required in case of civil enforcement.

Although the Judicial Bureau's rules require municipal enforcement officials who are not sworn peace officers to be designated by municipal governing bodies, this requirement has not been strictly enforced until recently. The change in practice creates an opportunity to designate additional employees to enforce different parts of the Ordinance Code to improve enforcement.

Under Judicial Bureau rules, there are three different types of municipal enforcement officials, including custodial officials, issuing officials, and appearing officials.

Each municipality may designate a single custodial official, who is responsible for obtaining ticketing books from the Judicial Bureau, distributing them, and keeping track of every ticket issued. Although a municipality may designate only a single custodial official, Judicial Bureau staff have advised City staff informally that, recognizing the differing needs of a City the size of Burlington compared to those of a typical Vermont town, the City may treat the Burlington Police Department as a separate agency from the rest of the City solely for purposes of designating custodial officials. This will resolve the administrative burden that would arise from requiring a BPD employee to coordinate with other departments or with requiring a member of another department to coordinate with BPD, which is expected to continue to issue the largest volume of municipal tickets.

For non-BPD departments, the City Council is asked to designate the Director of General Government & Transactional Services to this role. BPD's administration has asked that Inventory Control Specialist Robert Parzych be designated the custodial official for BPD.

Issuing officials are those empowered to issue tickets. Issuing officials are not necessarily appearing officials, however, unless specifically designated. Appearing officials are City employees authorized to appear in the Judicial Bureau on behalf of the City to defend challenged municipal tickets. As indicated above, the Judicial Bureau is designed for non-represented parties to appear themselves in court without an attorney.

Attached are Judicial Bureau forms for your approval designating certain employees as issuing and appearing officials. These include CSOs who have not already been issued ticketing books under the Judicial Bureau's former procedures; Department of Permitting and Inspections employees who have not already been issued ticketing books; Water Resources Division employees, for whom staff seeks authority to issue tickets relating to violation of the City's rules for use of the drinking water distribution system, waste water system, and stormwater collection system; Clerk/Treasurer employees, for whom staff seeks authority to issue tickets for failure to comply with the Gross Receipts Ordinance; and City Attorney's Office staff, for whom staff seeks authority to issue tickets relating to the Livable Wage Ordinance.

Unless otherwise directed by the City Council, when changes are required to the City's municipal enforcement official designations in the future, staff will place for your approval on the consent calendar a simple letter to the Judicial Bureau with completed form attached, indicating the changes requested. Note that current park rangers already have been issued ticketing books by the Judicial Bureau, but staff anticipate seeking authorization for new park rangers in the future.

Proposed Motion

To approve the designation of municipal enforcement officials as shown on the attached forms.



JUDICIAL BUREAU DESIGNATION OF MUNICIPAL OFFICIALS

NAME OF MUNICIPALITY: BURLINGTON

Custodial Official:

Name: Erik Ramakrishnan
Title: Assistant City Attorney/D.G.G. & T.S.
Address: 149 Church
Burlington VT 05401
Telephone: 802-865-7121

Treasurer:

Name: Katherine Schad
Title: Chief Administrative Officer
Address: 149 Church Street
Burlington, VT
Telephone (802) 865-7000

Issuing Official:

Name: Megan Moir
Title: Water Resources Division Director
Address: 235 Penny Lane
Burlington VT 05401
Telephone: 802-863-4501

Appearing Official:

Name: Megan Moir
Title: Water Resources Division Director
Address: 235 Penny Lane
Burlington VT 05401
Telephone: 802-863-4501

Issuing Official:

Name: Seth Kuchenbecker
Title: Stormwater Program Manager
Address: 235 Penny Lane
Burlington VT 05401
Telephone: 802-863-4501

Appearing Official:

Name: Seth Kuchenbecker
Title: Stormwater Program Manager
Address: 235 Penny Lane
Burlington VT 05401
Telephone: 802-863-4501

Issuing Official:

Name: William Glenn
Title: Utility Inspector
Address: 235 Penny Lane
Burlington VT 05401
Telephone: 802-863-4501

Appearing Official:

Name: William Glenn
Title: Utility Inspector
Address: 235 Penny Lane
Burlington VT 05401
Telephone: 802-863-4501



BURLINGTON VERMONT

Issuing Official:

Name: Kristen Kaichen
Title: Legal Assistant
Address: 149 Church Street
Burlington VT 05401
Telephone: 802-865-7121

Appearing Official:

Name: Erik Ramakrishnan
Title: Assistant City Attorney/D.G.G. & T.S.
Address: 149 Church Street
Burlington VT 05401
Telephone: 802-865-7121

Issuing Official:

Name: Traci Isham
Title: Operations Manager
Address: 149 Church Street
Burlington VT 05401
Telephone: 802-865-7121

Appearing Official:

Name: Traci Isham
Title: Operations Manager
Address: 149 Church Street
Burlington VT 05401
Telephone: 802-865-7000

Issuing Official:

Intentionally omitted -----

Appearing Official:



Issuing Official:

Name: Robert Strassenburgh
Title: Housing Inspector
Address: 645 Pine Street
Burlington VT 05401
Telephone: 802-863-0442

Appearing Official:

Name: Robert Strassenburgh
Title: Housing Inspector
Address: 645 Pine Street
Burlington VT 05401
Telephone: 802-863-0442

Issuing Official:

Name: Jennifer Lowell
Title: Housing Inspector
Address: 645 Pine Street
Burlington VT 05401
Telephone: 802-863-0442

Appearing Official:

Name: Jennifer Lowell
Title: Housing Inspector
Address: 645 Pine Street
Burlington VT 05401
Telephone: 802-863-0442

Custodial Official Signature:

Date: _____



**POLICE DEPARTMENT
CITY OF BURLINGTON**

JUDICIAL BUREAU DESIGNATION OF MUNICIPAL OFFICIALS

NAME OF MUNICIPALITY: BURLINGTON

Custodial Official:

Name: Robert Parzych
Title: Inventory Control Specialist
Address: 1 North Avenue
Burlington VT 05401
Telephone: 802-540-2390

Treasurer:

Name: Katherine Schad
Title: Chief Administrative Officer
Address: 149 Church Street
Burlington, VT
Telephone (802) 865-7000

Issuing Official:

Name: Samuel Mutar
Title: Community Service Officer
Address: 1 North Avenue
Burlington VT 05401
Telephone: 802-658-2700

Appearing Official:

Name: Samuel Mutar
Title: Community Service Officer
Address: 1 North Avenue
Burlington VT 05401
Telephone: 802-658-2700

Issuing Official:

Name: Paul Schneider
Title: Community Service Officer
Address: 1 North Avenue
Burlington VT 05401
Telephone: 802-658-2700

Appearing Official:

Name: Paul Schneider
Title: Community Service Officer
Address: 1 North Avenue
Burlington VT 05401
Telephone: 802-658-2700

Issuing Official:

Name: Matthew Edwards
Title: Community Service Officer
Address: 1 North Avenue
Burlington VT 05401
Telephone: 802-658-2700

Appearing Official:

Name: Matthew Edwards
Title: Community Service Officer
Address: 1 North Avenue
Burlington VT 05401
Telephone: 802-658-2700

Custodial Official Signature:

Date: _____

Board of Finance and City Council Submission Checklist

Department: City Attorney Submitter: Erik Ramakrishnan

Title/Subject: Designation of Staff to Issue Municipal Tickets

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☒	City Council	3/24/2025
☐	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	N/A	Click or tap to enter a date.	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	3/18/2025	Erin Jacobsen
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	3/19/2025	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	3/18/2025	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	Staff Report
Contract Attached, if applicable?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	Yes	List of staff to be designated
Draft Resolution or Motion?	Yes	Included in Staff Report
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

MEMORANDUM

TO: Board of Finance/City Council

FROM: Caleb Manna, Associate Public Works Engineer

DATE: March 24, 2025

CC: Chapin Spencer, Director of Public Works
Corey Mims, P.E., Senior Public Works Engineer
Laura Wheelock, P.E., City Engineer - Division Director
Jack Keller, P.E., Public Works Engineer

RE: CY25 Paving Contract – Authorization to Award

Request

The Department of Public Works (“DPW”) seeks approval and authorization from the Board of Finance and City Council to execute a construction contract with S. D. Ireland Brothers Corporation (SDI) for the Calendar Year (“CY”) 2025 Paving Contract in the amount of \$1,419,423.75 with an additional \$170,330.85 (~12%) in contingency funds, totaling \$1,589,754.60.

Summary

The paving contract consists of mill and fill street paving, installation and replacement of traffic calming features, line striping, lowering and raising catch basins, adjusting manhole structures, and adjusting water valves throughout the project streets. Additionally, as part of the City’s commitment to accessibility and inclusivity, the CY25 Paving project will make progress toward the City’s ADA Transition Plan. This includes ensuring that all adjustments and updates to curbs and sidewalk ramps at crosswalks adhere to ADA guidelines. Scope of work for the paving contract is broken out into three categories, Mill/Fill Streets, Traffic Calming and Pedestrian Improvement Streets, and Patching Streets.

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

DPW is prepared to move forward with its Calendar Year 2025 Paving, which involves a 1.5” mill and fill along the following streets:

<u>Street</u>	<u>Limits</u>	<u>Length (miles)</u>
Archibald Street	Walnut St.-N. Willard St.	~0.37
Walnut Street	Archibald St-Spring St	~0.02
Pearl Street	Battery St.-S. Winooski Ave.	~0.37
College Street	Hungerford Ter.-S. Williams St.	~0.21
Cliff Street	S. Willard St.-S. Prospect St.	~0.22
	Total	~01.19

Traffic Calming and Pedestrian Improvements: Additional traffic calming features will be installed on the streets listed below. Traffic calming features used on the project will consist of raised intersections, speed tables, intersection bump outs, and crosswalk improvements.

Ethan Allen Parkway	North Ave-Gazo Ave	Speed tables and pedestrian crossings
Archibald St	Spring St.-N. Willard St.	Speed tables and bump outs at select crosswalks

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

Battery St, Loomis St, Pine St, S. Union St, Arlington Ct, Ethan Allen Parkway

Background

The CY25 Paving Contract was generated and bid prior to the City passing the recent GO Bond in early March. This 1.19 mile contract is developed based on the known funding at that time. DPW staff are working to develop a larger coordinated paving plan for 2026 that would begin utilizing the voter-approved bond funding. Not trying to rush through an expanded paving program in CY25 gives more time to coordinate utility, traffic calming, bike/pedestrian, accessibility upgrades with the expanded paving work.

Additionally this spring the remaining funds from CY 24 Paving Contract are being utilized for pavement resurfacing on RT 127 (The Beltline), between Manhattan Drive and North Beach Exit.

The Burlington Street network consists of over 96 miles of accepted streets. These roads are classified as Primary/Arterial, Secondary/Collector and Tertiary/Residential. Each street type has a different anticipated lifespan generally based on average daily traffic volumes and historic paving records. In order to keep pace with the anticipated lifespan of the Burlington Street network a minimum of 4.1 miles of Burlington maintained roadway needs to be paved annually.

An Equal Opportunity Employer

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	City Roadway Length (Miles)	Estimated Roadway Lifespan (Years)	Minimum Paving Per Year Based on Estimated Lifespan (Miles)
Primary	20.6	15	1.4
Secondary	23.2	20	1.2
Tertiary	46.2	30	1.5
Class I (VTrans)	6.6	VTrans Maintained (~12 year paving cycle)	
Total	96.8		4.1

Currently the city has over 10 miles of roads with Pavement Condition Index (PCI) values below acceptable values. In order to correct this Burlington would need to pave more than the minimum 4.1 miles annually. Without additional funding the Burlington paving program will fall further behind in the necessary maintenance of our City street network. Like most assets the longer we wait the more costly the repairs and subsequent funding need will be.

There are a number of factors DPW Staff consider when selecting streets to pave and patch. Often prioritizing streets which are in the worst condition; pavement condition is assessed and statistically tracked with the annual pavement condition index (PCI). The PCI serves as an important metric for evaluating the state of road infrastructure. It provides valuable data for prioritizing maintenance and repair efforts, aiming to ensure safe and efficient travel for residents and visitors alike.

DPW Staff also use traffic volume or average daily traffic is also used in prioritizing streets for paving; streets which have high traffic volumes are more prone to wear and tear and service a large volume of the public. In addition, coordination with other projects (public and private) helps drive which streets are selected. Streets chosen for patching are those that have isolated issues which could be maintained or extend the life through smaller-scale preventative maintenance.

Funding for Project

DPW is seeking to create the following Capital Project Budget for the CY25 Street Reconstruction Program from the following funding sources, see Attachment-1:

- 1) \$1,347,842.44 in Street Capital Funds: \$397,842.44 from FY25 and \$950,000 from FY26 funds will be identified under the FY26 budget documents. This includes ~12% contingency for street reconstruction work.
- 2) \$166,912.16 in Transportation Capital. This includes ~12% contingency.
- 3) \$75,000 in VTrans Small Scale Bike Ped Grant (CA0862 which was approved by City Council on 10/28/2024).

The total available funds to be used towards the contract is \$1,589,754.60.

*Additionally, the City is planning to submit an application for the annual VTrans Town Highway Class 2 Roadway Grant for work on Pearl Street under this contract. If awarded the grant has historically been in the range of \$175,000 to \$200,000. This grant would

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assist in offsetting some of the Street Capital costs for paving of Pearl Street.

This CY25 Paving contract was developed and bid in advance of the GO Bond.

With recent voter approval of the \$20 million dollar GO Bond, annual mileage for street reconstruction is expected to increase next Fiscal Year when funds are received, in an effort to increase our mileage to the sustainable goal of ~4 miles/year. DPW staff is working on a 4-year forecasting street list of future paving to be completed between FY26-FY29.

The annual paving contract is largely funded out of availability from Street Capital, and is supplemented by aid from State grants available for transportation and complete streets.

DPW plans to apply for a State of Vermont Town Highway Grant by April 15, 2025 specific to improvements on Pearl Street, between Battery Street and S. Winooski Ave. In the event DPW is not successful in securing this grant, funding from Add Alt 1 will be applied to Pearl Street for the base bid.

Contractor Bid/Selection

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

Table 1 – Bids Results for Construction Contract

Contractor	Base Bid Tab-1 Paving Work	Add Alt 1 Cliff St	Add Alt 2 Patching	Add Alt 3 Ethan Allen Parkway	Total Bid
ECI	\$1,441,921.5	\$132,278.5	\$98,923.5	\$151,588.5	\$1,824,712.0
SDI	\$1,069,931.75	\$123,10.00	\$86,245.00	\$140,147.00	\$1,419,423.75

Based on the bids received, DPW Staff recommends awarding the CY25 Paving contract to SDI. The contract to be awarded to SDI is \$1,419,423.75 as the lowest responsible bidder. DPW Staff are also requesting authorization to use an additional \$170,330.85 (~12%) in contingency funds. Combined the total requested amount is \$1,589,754.60.

Attachments

1. CY25 Paving project budget.

Questions

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

Caleb Manna: cmanna@burlingtonvt.gov, (802) 503-2358

Jack Keller: jckeller@burlingtonvt.gov, (802) 829-6046

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Motions

Board of Finance:

1. To approve and recommend that the City Council authorize the Chief Administrative Officer, or their designee, to affect all necessary budget amendments and transfers of funds from the above-referenced funding sources, as further detailed in the attached CY25 paving project budget, in the amount of \$1,419,423.75, with an additional \$170,330.85 in contingency funds, equaling a total authorized expenditure of \$1,589,754.60 for the projected construction costs to complete the CY25 Paving project.
2. To approve and recommend the City Council authorize the Director of Public Works, or their designee, to execute a construction contract with S.D. Ireland Brothers Corporation. for the CY25 Paving project in the amount of \$1,419,423.75, with an additional \$170,330.85 in contingency funds, equaling a total authorized expenditure of \$1,589,754.60, subject to the final review and approval by the Office of the City Attorney.

City Council:

1. To authorize the Chief Administrative Officer, or their designee, to affect all necessary budget amendments and transfers of funds from the above-referenced funding sources, as further detailed in the attached CY25 paving project budget, in the amount of \$1,419,423.75, with an additional \$170,330.85 in contingency funds, equaling a total authorized expenditure of \$1,589,754.60 for the projected construction costs to complete the CY25 Paving project.
2. To authorize the Director of Public Works, or their designee, to execute a construction contract with S.D. Ireland Brothers Corporation. for the CY25 Paving project in the amount of \$1,419,423.75, with an additional \$170,330.85 in contingency funds, equaling a total authorized expenditure of \$1,589,754.60, subject to the final review and approval by the Office of the City Attorney.

Attachment -1

Project:	842 Street Reconstruction Program			
Project Manager:	Jack Keller			
Last Updated:	13-Mar-25			
N/W Account Code:	842-19-700-770			
Description:				

FUNDING SOURCES:		FY25	FY26	Total
842-19-700-770.4990_840	Street Capital	\$ 397,842.44	\$ 805,588.31	\$ 1,203,430.75
842-19-700-770.4990_840	Street Capital Contingency (12%)		\$ 144,411.69	\$ 144,411.69
841-19-700.4990_800	Transportation Capital	\$ 100,457.00		\$ 100,457.00
841-19-700.4990_800	Transportation Capital Contingency (12%)	\$ 12,054.84		\$ 12,054.84
843-19-700.4990_800	Transportation Capital (Ethan Allen Parkway)	\$ 40,536.00		\$ 40,536.00
843-19-700.4990_800	Transportation Capital (EAP) Contingency (12%)	\$ 13,864.32		\$ 13,864.32
843-19-700.4875_135	VTrans Small Scale Bike Ped Grant	\$ 75,000.00		\$ 75,000.00
Total Project Funding Sources:				\$ 1,589,754.60

842-19-700-700.4875_130	TH Grant (for work on Pearl Street)*		\$ 175,000.00	\$ 175,000.00
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*Potential additional funding. Application Spring 2025, pending grant award

Project Budget Expenses:	Line Item		Total
842-19-700-770.8040_840	Street Capital		\$ 1,203,430.75
842-19-700-770.8040_840	Street Capital Contingency (12%)		\$ 144,411.69
841-19-700.9500_800	Transportation Capital		\$ 100,457.00
841-19-700.9500_800	Transportation Capital Contingency (12%)		\$ 12,054.84
843-19-700.9500_800	Transportation Capital (Ethan Allen Parkway)		\$ 40,536.00
843-19-700.9500_800	Transportation Capital (EAP) Contingency (12%)		\$ 13,864.32
843-19-700.9500_100	VTrans Small Scale Bike Ped Grant		\$ 75,000.00
Current Project Expenses:			\$ 1,589,754.60

842-19-700-700.4875_130	TH Grant (for work on Pearl Street)*		\$ 175,000.00	\$ 175,000.00
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*Potential additional funding. Application Spring 2025, pending grant award

Board of Finance and City Council Submission Checklist

Department: Department of Public Works Submitter: Caleb Manna

Title/Subject: CY25 Paving Contract

	Approval:	Meeting Date:
☒	Board of Finance	3/24/2025
☒	City Council	3/24/2025
☐	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	3/18/25	Chapin Spencer
Mayor's Office informed and approved memo	Yes	3/19/2025	Erin Jacobson
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	3/13/2025	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	3/18/2025	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	Checked by C. Spencer
Contract Attached, if applicable?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	Yes	Project Budget
Draft Resolution or Motion?	Yes	In Memo
If for submission to Council, are sponsors identified?	Yes	BOF

Board of Finance and City Council Submission Checklist

Department: Human Resources Submitter: Lynn Reagan, Interim Director of HR

Title/Subject: New policies for the Comprehensive Personnel Policy Manual

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☒	City Council	3/24/2025
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	3/17/2025	Lynn Reagan
Mayor's Office informed and approved memo	Yes	3/17/2025	Erin Jacobsen
Board/Commission, if required	Yes	3/17/2025	HRPC
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	3/18/2025	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	3/18/2025	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?	Yes	CC Carpenter

HUMAN RESOURCES DEPARTMENT
CITY OF BURLINGTON

200 Church Street, Suite 102, Burlington, VT 05401

Phone: (802) 865-7145

Fax (802) 864-1777

Vermont Relay: 7-1-1 or 800-253-0191



To: City Council

From: Lynn Reagan, Interim Director of Human Resources and HR Policy Committee

Date: March 24, 2025

Re: New ADA Interactive Process Policy and Market Factor policy to be included in the City of Burlington Comprehensive Personnel Policy Manual

We respectfully recommend and request approval for the adoption and inclusion of a new ADA Interactive Process Policy and a Market Factor policy to be included in the City of Burlington Comprehensive Personnel Policy Manual (CPPM). Per the CPPM, both policies have been shared with all City employees to allow for comments/questions and unanimously supported by the Human Resource Policy Committee.

The City of Burlington is committed to continuing being in compliance with the Americans with Disability Act (ADA) and ensuring equal employment for individuals with disabilities. This policy outlines the process by which an employee with a disability may seek a reasonable accommodation in performing their assigned duties in accordance and compliance with the ADA. By documenting our process and including the process in the CPPM, we ensure managers and employees are aware of their role in the process.

The Market Factor policy is an enhancement to our existing compensation plan policies found in Section 5, Employment, 5.4 Compensation Plan of the current CPPM. This new policy will allow the City to be more competitive for the positions that are more difficult to recruit by allowing Human Resources in conjunction with hiring managers to align compensation with regional and industry expectations.

Motion

City Council Motion: To approve and authorize the addition of the ADA Interactive Process policy and Market Factor policy to be included in the City of Burlington Comprehensive Personnel Policy Manual.

Interactive Process Policy

This policy describes the process by which the City will address requests for reasonable accommodations for disabilities. This policy will apply to current employees, applicants, and those to whom a job offer has been extended but whose service has not yet commenced. In the case of an applicant or individual whose employment is pending, it is understood that the process will look different than in the case of a current employee insofar as the timeline for decision-making may limit discussions and information gathering.

What is a Disability?

The term “disability” means,

- (A) a physical or mental impairment that substantially limits one or more major life activities of such individual;
- (B) a record of such an impairment; or
- (C) being regarded as having such an impairment.

This definition is from 42 U.S.C. § 12102, which contains additional relevant definitions. HR should consult with the City Attorney’s Office in deciding what constitutes a disability. Note that substance abuse disorder is a disability to the extent that the individual is receiving treatment for the disorder and is not currently using a substance. For more information, refer to the Americans with Disabilities Act.

What Is a Reasonable Accommodation for a Disability?

A reasonable accommodation includes any of the following:

- (1) A modification or adjustment to a job application process to enable a qualified applicant with a disability to be considered for the position.
- (2) Modifications or adjustments to the work environment, or to the manner or circumstances under which the position held or desired is customarily performed, to enable a qualified individual with a disability to perform the essential functions of that position.
- (3) Modifications or adjustments that enable employees with disabilities to enjoy equal benefits and privileges of employment as similarly situated employees.

A modification or adjustment is not considered a *reasonable* accommodation if it will cause undue hardship for the City as the employer. Undue hardship may take many forms:

- (1) Even with the modification or adjustment, the employee (or applicant or pending employee) still will not be able to do the essential functions of the job. An essential function is a core duty or competency. Each position in the City has enumerated duties and competencies associated with that position, but not every duty or competency is core. It would be a reasonable accommodation to excuse an employee from a non-core duty or competency because of a disability. However, core duties and competencies cut directly to the reason the job exists. For example, an employee hired to do manual labor cannot be

excused from performing all manual tasks because of a disability. That would undercut the reasons the position exists.

- (2) The modification or adjustment would enable the employee to perform essential functions of the job, but would impose a cost that is excessive relative to all available resources.
- (3) Allowing the modification or adjustment poses a “direct threat” to the health or safety of the employee or others. Determination of a direct threat requires substantial evidence that the threat is significant, actual, and currently existing.

What Are Some Examples of Potentially Reasonable Accommodations?¹

- (1) Job restructuring, typically through reassigning tasks within a department.
- (2) Allowing an employee to take advantage of protected leave or leave provided as an employee benefit.
- (3) Modification of work from home policies.
- (4) Modified workplace policies (e.g., allowing an insulin-dependent employee to eat at their desk even if otherwise not allowed).
- (5) Use of a service animal. For more information, please see: <https://www.ada.gov/resources/service-animals-2010-requirements/>.
- (6) Modified or part-time schedule, which may affect the employee’s compensation subject to personnel rules and/or a collective bargaining agreement. This option is not preferred but should be considered where the employee requests it or the alternative is dismissal.
- (7) Reassignment to another position for which the employee is qualified, which may affect the employee’s compensation subject to personnel rules and/or a collective bargaining agreement. This option is not preferred but should be considered where the employee requests it or the alternative is dismissal.

How Will the City Be Informed of the Need for a Reasonable Accommodation?

- (1) The need for the accommodation may be obvious.
- (2) The employee may request the accommodation orally or in writing. The employee does not need to specifically say or write the phrase, “I need to request an accommodation”. All that is required is that the employee make clear the need for a modification or adjustment based on a disability. “I need a more comfortable chair” is not an example of a request for a reasonable accommodation, but “I need a more comfortable chair because I have a back problem” is.
- (3) Someone may also request the accommodation on behalf of the employee, such as a doctor or a spouse.²

What Information Can the City Require?

The City needs to verify that the employee has a disability, and the City needs to know how the disability affects the employee’s ability to do their job. If the employee’s needs are clear, then the City should not request further information. A discussion with the employee may also satisfy this

¹ These may not necessarily be reasonable in all circumstances. Refer to factors in previous section.

² The receipt of a request from a third party does not, in itself, authorize staff to continue to communicate with the third party rather than the employee.

purpose. Where more information is necessary, the City should request reasonable documentation. Where appropriate, this should include medical records, but the City may not require the employee to provide more documentation than is reasonably necessary to establish the existence of the disability and its effect on the employee's ability to perform job functions. The employee is free to provide more information than requested.

How Will a Reasonable Accommodation Be Selected?

If the employee proposes an accommodation that appears reasonable on its face, then the accommodation shall be implemented with no further process. If the accommodation is not reasonable on its face, one or more meetings shall be noticed in writing in which the employee, a representative of HR, a supervisor if appropriate, an attorney in the City's Attorney Office if appropriate, and appropriate representatives of the employee shall participate. The meeting or meetings should be recorded with the employee's informed consent.

The goal of the meeting or meetings will be to brainstorm possible accommodations and to consider whether any proposed accommodation is reasonable. Any agreed upon solution should be documented in an informal writing. No accommodation should be rejected unless the employee refuses it or unless the reasons it is not reasonable are supported by substantial evidence and documented in writing. The City has the burden of explaining why an accommodation is not reasonable.

Experts may be consulted as appropriate during the process, and the City should request clarification whenever appropriate. The employee is expected to participate fully in the process and to respond to reasonable requests for information or clarification in a timely manner. Reasonable accommodations may be appropriate to help the employee participate and respond.

How Will Privacy Be Maintained?

All medical records, written requests for an accommodation, or records of the deliberative process shall be kept in the employee's personnel file and shall be available only to HR personnel, supervisors on a need-to-know basis, attorneys in the City Attorney's Office on a need-to-know basis, the employee, other public agencies when requested pursuant to applicable law for investigatory or legal compliance purposes, or otherwise when legally required.

What Happens If a Reasonable Accommodation Cannot Be Identified?

An employee may be terminated, subject to applicable law if:

- (1) The employee cannot perform essential job functions because of a disability, and
- (2) A reasonable accommodation was not identified through the interactive process or the employee refused a reasonable accommodation that would enable the employee to perform essential job functions.

Market Factor

When it is determined by the Human Resources Director that the current Willis Compensation Plan is insufficient to accurately calculate a Grade then the Human Resources Director and CAO may elect to conduct an external market factor analysis. The purpose of an analysis is to align salaries with prevailing market rates while maintaining internal equity and fiscal responsibility and to provide flexibility in offering competitive salaries for positions with significant recruitment challenges. A market factor position salary will follow the City's current pay scale by having fifteen (15) steps within this new market factor Grade created. If an employee is in a position that transitions from a Willis identified Grade to a market factor Grade then their new rate of pay will be determined using Human Resource's Step Placement process. To the extent that previous relevant experience equals or exceeds the minimum necessary knowledge and skills, job duties, and responsibilities of the position being held, those specific and relevant years of experience (less the minimum number of years of experience required in the position description) may be converted to additional steps at a 3:1 ratio, up to and including the maximum of step five (5).

Lori Olberg

From: soverby@sover.net
Sent: Monday, March 17, 2025 2:06 PM
To: Joan Shannon; Mark Barlow; Melo Grant; Marek Broderick; Evan Litwin; Becca Brown McKnight; Sarah Carpenter; Joe Kane; Gene Bergman; Carter Neubieser; Benjamin Traverse
Cc: Lori Olberg
Subject: 3/8/2024 Talk on Contemporary Policing by new Interim Police Chief Shawn Burke

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

To: Council President Ben Traverse, and Councilors Carter Neubieser, Eugene Bergman, Joe Kane, Sarah E Carpenter, Becca Brown McKnight, Evan Litwin, Marek Broderick, Melo Grant, Mark Barlow, and Joan Shannon,

City Councilors and Burlington residents would benefit by watching the Town Meeting TV recording of a talk delivered by our soon-to-be Interim Police Chief Shawn Burke, to the Education and Enrichment for Everyone (EEE) group on March 8, 2024. Burke spoke on the topic of Contemporary Policing.

Here's the YouTube link:

<https://youtu.be/39fuTRmxdd4?si=necj8L7B-XVpRQmP>

As usual with YouTube, you may need to skip the ad at the beginning.

Solveig Overby

cc Lori Olberg for posting to City Council Communications



MEMORANDUM

To: Burlington Board of Finance
Burlington City Council

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

Date: March 24, 2025

Subject: 2nd tranche of BED FEMA Grant for July 2023 flooding damage

Burlington Electric Department (BED) respectfully requests that the Board of Finance and City Council approve BED's acceptance of additional State of Vermont Public Assistance Grant funds for reimbursement of expenses incurred related to DR-4720-VT, the July 2023 flooding disaster, which affected BED's Winooski One hydro facility.

BED is seeking Board of Finance and City Council approval to accept an amount not to exceed \$2,000,000 related to expenses of replacing the large rubber dam at Winooski One. (In October, 2024, the Board of Finance approved BED's acceptance of a first tranche of funding not to exceed \$75,000 for debris cleanup, fence and flashboarding replacement, roof membrane replacement, and temporary repairs to the rubber dam.) The dam has now been replaced and the facility is fully operational. Some work, however, could not be completed before river flows rose with spring snowmelt so the project will not be fully completed until this summer/early fall. FEMA assistance funds will cover 90% of the expenditures; BED has covered the 10% match from its operating funds. The Vermont Department of Public Safety will process partial reimbursements pending project completion. Please see the attached financial report form for the first partial payment. The grant agreement was reviewed and approved by the City Attorney's Office in October, 2024.

Please do not hesitate to contact us with any questions.

Board of Finance Motion: To approve and recommend that the City Council approve and authorize the BED General Manager or their designee to accept and execute financial report forms for State of Vermont Public Assistance Grant #02140-84720-026 in a total amount not to exceed \$2,000,000 to reimburse BED for 90% of dam replacement expenses resulting from severe flooding in July 2023.

City Council Motion: To approve and authorize the BED General Manager or their designee to accept and execute financial report forms for State of Vermont Public Assistance Grant #02140-84720-026 in a total amount not to exceed \$2,000,000 to reimburse BED for 90% of dam replacement expenses resulting from severe flooding in July 2023.

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



DEPARTMENT OF PUBLIC SAFETY
FINANCIAL REPORT FORM

INV #84720-026-RPT5

1. SUBAWARD NAME Public Assistance		2. SUBAWARD NUMBER 02140-84720-026		Report 5	
3. IF THIS IS A CORRECTED REPORT, ENTER THE ORIGINAL DATE OF THE REPORT BEING CORRECTED.			3a. ORIGINAL DATE	4. MATCH REQUIRED 10%	☐ FINAL
5. FEDERAL TAX ID NUMBER 03-6000410		6. FUNDING/SUBGRANT PERIOD FROM: 7/14/2023 TO: 7/14/2027		7. REPORT PERIOD FROM: 7/14/2023 TO: 7/14/2027	
8. SUBRECIPIENT NAME AND ADDRESS Burlington Electric Department 585 Pine Street Burlington, VT 05401		9. PAYEE (WHERE CHECK IS TO BE SENT IF DIFFERENT FROM 8) Burlington Electric Department 585 Pine Street Burlington, VT 05401			
10. NAME OF CONTACT PERSON Emily Stebbins-Wheelock		11. TELEPHONE NUMBER 802-865-7466		12. EMAIL estebbins-wheelock@burlingtonelectric.com	
13A. SUBAWARD BUDGET CATEGORIES		13B. SUBAWARD BUDGET	13C. PRIOR EXPENDITURES	13D. CURRENT PERIOD EXPENDITURES	13E. SUBAWARD BALANCE
PERSONAL SERVICES:					
Salaries and Benefits		0.00			0.00
Contractual		0.00			0.00
Total Personal Services		0.00	0.00	0.00	0.00
OPERATING EXPENSE:					
Supplies		0.00			0.00
Travel		0.00			0.00
Equipment		0.00			0.00
Other		2,049,004.71	97,587.71	1,134,084.81	817,332.19
Indirect Cost		0.00			0.00
Total Operating Expense		2,049,004.71	97,587.71	1,134,084.81	817,332.19
Total Program		2,049,004.71	97,587.71	1,134,084.81	817,332.19
14A. FINANCIAL REPORT SECTION		14B. BUDGET	14C. PRIOR EXPENDITURES	14D. CURRENT PERIOD EXPENDITURES	14E. BALANCE
Recommended Match (To Meet Match Requirement)				113,408.48	
Non-Federal Share (Match)		194,367.49	8,982.89	215,476.11	(30,091.51)
Federal Share		1,854,637.22	88,604.82	918,608.70	847,423.70
GRANT PAYMENT NOW REQUESTED				918,608.70	
15. CERTIFICATION					
I certify to the best of my knowledge and belief the data included on this report are correct, all supporting documentation is on file and available for inspection, and that all outlays have been or will be made in accordance with the subaward conditions or other agreement, and that payment is due and has not been previously requested. I am aware that any false, fictitious, or fraudulent information may be subject to criminal, civil, or administrative penalties (U.S. Code, Title 18, Section 1001).		SIGNATURE OF SUBRECIPIENT AUTHORIZING OFFICIAL			DATE SUBMITTED
		TYPED OR PRINTED NAME AND TITLE			TELEPHONE NUMBER
DO NOT WRITE IN THIS SECTION. FOR DEPARTMENT OF PUBLIC SAFETY USE ONLY					
The Accounts Payable Office is authorized to process payment to this subrecipient.					
16. VENDOR ID/ ADDRESS 0000040096	17. ACCOUNT 550500	18. FUND 22005	19. DEPARTMENT ID 2140031000	20. CLASS 00001	21. PROJECT 84720-026
22. CFDA # 97.036					
DPS Signature Authority Approval:		Date:		Comment: PW-00745(0) 11/20/24 \$1,853,846.00 Large Project Partial Payment Based on Actuals Actual Costs - \$1,134,084.81 90% Federal Share - \$1,020,676.33 90% of the 90% Federal Share of the total project is \$918,608.70. VT DPS is authorized to issue 90% of the Federal share based on actuals while the project is completed by the applicant and closed by FEMA.	
DPS Financial Office Signature:		Date:			

ADM-116a - July 2020

Board of Finance and City Council Submission Checklist

Darren Springer, Emily Stebbins-

Department: BED Submitter: WheelockTitle/Subject: State of Vermont Public Assistance (FEMA) Grants

	Approval:	Meeting Date:
☐	Board of Finance	
☐	City Council	
☒	Concurrent	3/24/2025

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	3/18/2025	Darren Springer
Mayor's Office informed and approved memo	Yes	3/18/2025	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	Click or tap to enter a date.	Approval/acceptance contingent on City Attorney review
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	3/18/2025	Jessica Brown
CAO has reviewed budget, financing, and memo	Yes	3/18/2025	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 approved by City Attorney's Office 11/6/24
Additional Materials, if necessary	Yes	Financial report form
Draft Resolution or Motion?	Yes	Motion in Memo
If for submission to Council, are sponsors identified?	Yes	Board of Finance

Lori Olberg

From: Emma Vaughn <evaughn@ccrpcvt.org>
Sent: Friday, March 14, 2025 12:49 PM
To: Emma Vaughn
Subject: CCRPC Bylaw Update for Municipal Review - Comments Due April 30
Attachments: Memo_CCRPC Bylaw Updates_20250314.pdf; CCRPC Draft Bylaws for Review_20250314.pdf

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

TO: CCRPC Board Members + Alternates; Chittenden County City/Town Managers/Administrators; Selectboards; City/Town Clerks

Good afternoon,

The Chittenden County Regional Planning Commission (CCRPC) has undertaken an update to its Bylaws (*last amended April 19, 2017*) prompted by updated Census data and the recommended changes outlined in [this memo](#). CCRPC's Board Development Committee [met](#) four times in 2024 to review the [existing Bylaws](#), propose edits, and recommend a revised version to the CCRPC Board. At its meeting on February 19, 2025, the CCRPC Board decided to move the draft Bylaws forward to be reviewed by municipalities. Following this review and comment period, CCRPC will summarize any comments received and follow the process outlined in [Article X. Adoptions or Amendments – A. Bylaws \(page 9\)](#).

A tracked changes version of the proposed Bylaws is attached and available for review on the CCRPC website [here](#), as well as a copy of the memo and the full text of the current Bylaws. Comments from City Councils and Selectboards will be accepted until **Wednesday, April 30th at 5:00pm**. Comments should be sent to Emma Vaughn, CCRPC Communications Manager: evaughn@ccrpcvt.org.

If you have any questions or would like to request hard copies, please let me know.

Kind regards,
Emma

Emma Vaughn (she/her)
Communications Manager | Title VI & ADA Coordinator
Chittenden County Regional Planning Commission
110 West Canal Street, Suite 202
Winooski, VT 05404
(802) 846-4490 ext. 121
Direct: (802) 861-0114
www.ccrpcvt.org



Please be advised that your email communication with CCRPC staff, including any attachments, are considered public record and may be subject to disclosure under the Vermont Open Public Records Act or other applicable public disclosure laws.

TO: CCRPC Board Members + Alternates; Chittenden County City/Town Managers/Administrators; Selectboards; City/Town Clerks

March 14, 2025

CCRPC Bylaw Update for Municipal Review | Comments Due 5:00pm, April 30, 2025

OVERVIEW

The Chittenden County Regional Planning Commission (CCRPC) has undertaken an update to its Bylaws (*last amended April 19, 2017*) prompted by updated Census data and the recommended changes outlined below. CCRPC's Board Development Committee [met](#) four times in 2024 to review the [existing Bylaws](#), propose edits, and recommend a revised version to the CCRPC Board. At its meeting on February 19, 2025, the CCRPC Board decided to move the draft Bylaws forward to be reviewed by municipalities. Following this review and comment period, CCRPC will summarize any comments received and follow the process outlined in [Article X. Adoptions or Amendments – A. Bylaws \(page 9\)](#).

SUMMARY OF CHANGES

The following list summarizes the proposed updates made to the existing Bylaws. All changes can be reviewed in detail in the draft tracked changes version available at: <https://www.ccrpcvt.org/about-us/commission/bylaws/>

- **CCRPC Vision + Mission** | These have been removed and replaced with a Purpose statement (*page 1*). With this removal, the Vision and Mission can be updated outside of the Bylaw process.
- **Meetings** | This section was adjusted to incorporate recent (2024) Open Meeting Law language (*page 9*).
- **Committee Updates | Article XII. Committees (pages 12-21)**
 - **Finance Committee** | Language was clarified to confirm that the members of the Executive Committee and one additional member of the Board of Directors shall constitute the membership of the Finance Committee.
 - **Community Engagement Advisory Committee** | This committee was formally established in November 2022 and the Board Development Committee recommended incorporating it into the Bylaws as with CCRPC's other standing committees (*pages 20-21*).
 - **Board Development Committee; Long-Range Planning Committee (LRPC); Unified Planning Work Program (UPWP) Committee; Transportation Advisory Committee (TAC); Planning Advisory Committee (PAC); Clean Water Advisory Committee (CWAC)** | These sections were updated to clarify that other committee members may participate, and duties lists were updated with minor changes (*pages 12-21*).
 - **Minor Clean-Up** | Language has been refined throughout for consistency and simplification.
- **Resolving Conflicting Interests** | Clarifying updates to language were made (*pages 21-22*).
- **Minor Clean-Up** | Language has been refined throughout for consistency and simplification (Chittenden County Regional Planning Commission to CCRPC, etc.), updates to partner organization names (CCTA to GMT, etc.), and more.

REVIEW PROCESS + TIMELINE

A tracked changes version of the proposed bylaws is available for review on the CCRPC website [here](#), as well as a copy of this memo and the full text of the current bylaws. Comments from City Councils and Selectboards will be accepted until **Wednesday, April 30th at 5:00pm**. Comments should be sent to Emma Vaughn, CCRPC Communications Manager: evaughn@ccrpcvt.org.

CONTACT

If you have any questions or would like to request hard copies, please contact Emma Vaughn, CCRPC Communications Manager: 802-846-4490 x121 or evaughn@ccrpcvt.org.

1 CHITTENDEN COUNTY REGIONAL PLANNING COMMISSION
2 BYLAWS

3 FINAL DRAFT – 4/19/2017/2/12/2025

4
5
6 ARTICLE I. NAME, ~~VISION~~ AND ~~MISSION~~PURPOSE

7
8 The name of this regional planning organization is the Chittenden County Regional Planning
9 Commission (hereinafter referred to as CCRPC). These by-laws shall regulate and govern the
10 affairs of the ~~Chittenden County Regional Planning Commission~~CCRPC.

11
12 The purpose of the CCRPC is to assist and serve its member municipalities to provide effective
13 local government and address regional issues, creating an integrated region through planning and
14 coordination in accordance with the State and federal laws and regulations described in more
15 detail in Article II.

16 ~~The Chittenden County Regional Planning Commission's organizational vision is to be a pre-~~
17 ~~eminent, integrated regional organization that plans for healthy, vibrant communities, economic~~
18 ~~development, and efficient transportation of people and goods while improving the region's~~
19 ~~livability.~~

20
21 ~~The mission of the Chittenden County Regional Planning Commission is to act as the principal~~
22 ~~forum for planning, policy and community development in the region. We will do this by~~
23 ~~providing planning and technical assistance that meets the needs of our member municipalities~~
24 ~~and the public, while remaining consistent with our federal and state requirements. Our work~~
25 ~~will result in the development and implementation of plans that support sustainable development~~
26 ~~and improve the region's quality of life and environment.~~

27
28
29 ARTICLE II. ENABLING LEGISLATION

30
31 The ~~Chittenden County Regional Planning Commission~~CCRPC is an organization that combines
32 the previously separate ~~Chittenden County Regional Planning Commission (CCRPC)~~ and
33 Chittenden County Metropolitan Planning Organization (CCMPO). The CCRPC and CCMPO
34 were combined with the adoption of these bylaws and subsequent actions to form one combined
35 organization by action of the CCRPC and CCMPO Boards of Directors on May 18, 2011.

36
37 The legal basis and powers for ~~Chittenden County Regional Planning Commission~~CCRPC
38 serving as the region's regional planning commission stem from and are as stipulated in 24
39 V.S.A. Chapter 117 (24 V.S.A. § 4301 et seq., as amended, including Subchapter 3 (24 V.S.A. §
40 § 4345 et seq.)), and such other laws as may be enacted by the General Assembly of the State
41 of Vermont. The CCRPC was chartered by the municipalities of Chittenden County on May 2,
42 1966 with amendments to the original charter dated May 26, 1997, and September 28, 1998, and
43 is funded in part through the State of Vermont property transfer tax as outlined in 24 V.S.A. §
44 § 4306(a). To the extent a conflict exists with these Bylaws and a provision in Vermont statutes
45 governing regional planning commissions, the Vermont statutes will control.

46
47 The ~~CCMPO-CCRPC~~ conducts Metropolitan Transportation Planning pursuant to 23 U.S.C. 134

and was designated by the Governor of Vermont on June 10, 1983 pursuant to Federal Highway Act of 1962, as amended (23 U.S.C. 101 et. seq.); the Urban Mass Transportation Act of 1964, as amended (49 U.S.C. 1601 et. seq.); and by agreements dated April 20, 1983 and January 28, 1998 to serve as the metropolitan planning organization (MPO). In an agreement dated January 28, 1998 the CCMPO added membership to include the nine rural communities formerly members of the Chittenden County Rural Planning Organization.

These bylaws hereby replace the charter and bylaws of the CCRPC and bylaws of the CCMPO.

ARTICLE III. DUTIES, RESPONSIBILITIES AND DUES

In keeping with its purpose, the ~~Chittenden County Regional Planning Commission~~ CCRPC will have the following duties and responsibilities:

- A. In order to carry out the responsibilities of the regional planning commission, the ~~Chittenden County Regional Planning Commission~~ CCRPC ~~should carry~~ carries out the duties as stipulated in 24 V.S.A. Chapter 117 (~~24 V.S.A. §, Section~~ 4301 et seq.), as amended, and such other laws as may be enacted by the General Assembly of the State of Vermont.
- B. In order to carry out the responsibilities of the metropolitan planning organization (MPO), the ~~Chittenden County Regional Planning Commission~~ CCRPC ~~should carry~~ carries out the duties as stipulated in 23 CFR § 450.300 et seq., as amended, and such other laws and rules as may be enacted by the Congress of the United States, the United States Department of Transportation or the General Assembly of the State of Vermont.
- C. Member communities provide local match funds for ~~Chittenden County Regional Planning Commission~~ CCRPC programs funded in the annual work program under State and Federal law. Communities shall be assessed their reasonable fair share based on their community's proportional equalized education grand list of the ~~Chittenden County Regional Planning Commission~~ CCRPC region. The most current data available for this grand list shall always be utilized in this distribution
- D. The duties and responsibilities of members and alternates will be articulated in job descriptions developed by the ~~Chittenden County Regional Planning Commission~~ CCRPC.
- E. The ~~Chittenden County Regional Planning Commission~~ CCRPC may enter into municipal service agreements to promote cooperative arrangements and coordinate, implement, and administer service agreements among municipalities, including arrangements and action with respect to planning, community development, joint purchasing, inter-municipal services, infrastructure, and related activities; and exercise any power, privilege, or authority, as defined within a service agreement under section XI of this bylaw, capable of exercise by a municipality as necessary or desirable for dealing with problems of local or regional concern.
- F. In accordance with 24 V.S.A. § 4345(16), the CCRPC has the ability to:
 - a. Acquire and dispose of a fee simple or lesser interest in real property through purchase, lease, grant, gift, bequest, or devise for the purpose of fulfilling its duties pursuant to 24

V.S.A. §§ 4345 and 4345a.

- b. Borrow money and incur indebtedness for the purposes of purchasing or leasing property for office space, establish and administer a revolving loan fund, or establish a line of credit, if approved by a two-thirds vote of those representatives to the CCRPC Board members present and voting at a meeting to approve such action. Any obligation incurred under this section:
- i. Shall not encumber the grand list or any property of a member municipality; and
- ii. In the case of a purchase, shall pledge the property to be purchased as collateral and shall not exceed the fair market value of such property.
- c. At the request of one or more member municipalities, act as an escrow agent and hold funds related to a municipal capital project or a project subject to a municipal land use permit in an escrow account, including taxes to be paid by the project, fines, and developer fees. Funds so held shall be segregated in a special account for each project on the books of the regional planning commission and, within each project account, by municipality. However, this subdivision (F)(3) shall not confer authority on a regional planning commission to hold tax increment revenues received from a tax increment financing district under 24 V.S.A. Chapter 53, subchapter 5.
- d. Enter into contracts with public and private entities, including the State of Vermont and the federal government to provide regional planning services and fulfill its duties pursuant to 24 V.S.A. §§ 4345 and 4345a.
- e. Invest funds held in reserve in any security or investment that is prudent under the Uniform Prudent Management of Institutional Funds Act. This subdivision (F)(5) only shall apply to funds whose investment is not otherwise restricted by State or federal law; the terms of a grant, gift, or devise; or the terms of a contract or service agreement.

F.G. Such other duties and responsibilities as are required by federal, state and local law or regulations, or otherwise authorized by law and endorsed by majority vote of its members.

ARTICLE IV. APPOINTMENT OF REPRESENTATIVES, TERM OF OFFICE

A. Board Membership in ~~Chittenden County Regional Planning Commission~~CCRPC is as follows:

Bolton	Buel's Gore
Burlington	Charlotte
Colchester	Essex
Essex Junction	Hinesburg
Huntington	Jericho
Milton	Richmond
St. George	Shelburne
South Burlington	Underhill
Westford	Williston
Winooski	
Vermont Agency of Transportation (VAOT)	US Federal Highway Administration (FHWA)
Agriculture	Industrial/Business
Socio-Economic-Housing	Conservation/Environmental

<u>Patrick Leahy</u> Burlington International Airport (<u>PLBIA</u>)	Federal Transit Administration (FTA)
Chittenden County Transportation Authority (CCTA) dba Green Mountain Transit (<u>GMT</u>)	Railroad Industry

- 1
2 B. Each member municipality's locally elected legislative body shall appoint a representative
3 (Municipal Representative) to the ~~Chittenden County Regional Planning Commission~~ CCRPC
4 and that representative's alternate, with the alternate having voting privileges in the absence
5 of the representative. It is desirable that the Municipal Representative be a current or past
6 member of the locally elected legislative body. Municipal Representatives and alternates
7 shall serve at the pleasure of their respective locally elected legislative bodies and may be
8 removed by the locally elected legislative body during their term. The term of the Municipal
9 Representative and alternate will be for two years beginning July 1st. Communities whose
10 beginning letter falls between A through K shall appoint a representative for even numbered
11 fiscal years; and, communities whose beginning letter falls from L through Z shall appoint a
12 representative for odd numbered fiscal years. Appointments by locally elected legislative
13 bodies to fill a vacancy shall be for the remainder of an unexpired term.
14
15 C. Regional Board members represent the following sectors: Agriculture, Socio-Economic-
16 Housing, Industrial/Business, and Conservation/Environmental. Staff shall solicit nominees
17 from stakeholder organizations. Regional Board members shall be appointed by the
18 ~~Chittenden County Regional Planning Commission~~ CCRPC for a term of two years for even
19 numbered fiscal years at the June meeting. Regional Board members shall serve at the
20 pleasure of the ~~Chittenden County Regional Planning Commission~~ CCRPC and may be
21 removed during their term.
22
23 D. The Vermont Secretary of Transportation or ~~his/her~~ their designated alternate will represent
24 the State of Vermont Agency of Transportation.
25
26 E. The following Transportation Board Members will appoint their respective representatives
27 and alternates: FHWA, FTA, ~~CCTA~~ GMT, and the PLBIA. The Railroad Industry shall be
28 represented by a representative each from Vermont Rail Systems and New England Central
29 Railroad who will alternate years as the primary and alternate representative.
30 Representatives of these organizations serve at the pleasure of their appointing bodies.
31
32

33 Article V. QUORUM & VOTING

34

- 35 A. MPO business is defined comprehensively to include all activities undertaken by the
36 ~~Chittenden County Regional Planning Commission~~ CCRPC to carry out its responsibilities
37 and authority as a metropolitan planning organization.
38
39 B. MPO voting. When conducting MPO business, municipalities that are incorporated shall
40 each have at least one vote and VTrans shall have one vote. ~~¶~~ The voting power of the
41 ~~Chittenden County Regional Planning Commission~~ CCRPC shall consist of a total of 24 votes

apportioned as follows:

Municipality	Votes	Municipality	Votes
Bolton	1	Burlington	4
Charlotte	1	Colchester	2
Essex	1	Essex Junction	1
Hinesburg	1	Huntington	1
Jericho	1	Milton	1
Richmond	1	St. George	1
Shelburne	1	South Burlington	2
Underhill	1	Westford	1
Williston	1	Winooski	1
VT Agency of Transportation	1		

~~Municipalities that are incorporated shall each have at least one vote.~~ A majority of the voting power (i.e. 13 of 24 votes) shall constitute a quorum for the transaction of MPO business at meetings. A majority of the voting power (i.e. 13 of 24 votes) and a majority of the municipalities (10 of 18) is required to adopt or amend MPO business.

Notwithstanding the need to make adjustments as a result of official corrections to the decennial census urbanized area boundary, the ~~Chittenden County Regional Planning Commission~~CCRPC shall review, and amend as it deems appropriate, its voting mechanisms and voting distribution for the purposes of MPO business within one year of the publication of each decennial census urbanized area boundary.

- C. All other CCRPC business. For the purposes of voting on all other CCRPC business, including elections, FHWA, VAOT, ~~CCTAGMT~~, Railroad Industry, FTA and BIA are non-voting Board members. A majority of the total of Municipal and Regional Board members shall constitute a quorum for the transaction of all other business at meetings of the ~~Chittenden County Regional Planning Commission~~CCRPC unless otherwise noted. Each Board member has one vote. A majority vote of the quorum of the Municipal and Regional Board is required to adopt or amend other CCRPC business. Only Municipal Board members shall vote on approving municipal plans and planning processes per 24 V.S.A. § 4350.

ARTICLE VI. EXECUTIVE DIRECTOR

A. Executive Director shall:

- 1) Be responsible to the ~~Chittenden County Regional Planning Commission~~CCRPC.
- 2) Conduct a regional planning program, within the framework of 24 V.S.A., Chapter 117, and other state statutes relevant to regional planning.
- 3) Carry out all aspects of the regional transportation planning program in coordination with the ~~Assistant/MPO~~Transportation Program Director.

- 1 4) Manage contracts with consultants for the purpose of implementing the duly adopted
- 2 Unified Planning Work Program (UPWP).
- 3 5) Recommend changes to the bylaws, etc. to reflect the passage of new federal or state
- 4 legislation.
- 5 6) Be responsible for the office.
- 6 7) Hire and manage staff including consultation with the Executive Committee when hiring
- 7 ~~the Assistant/MPO Director management staff.~~
- 8 8) Be in charge of all general correspondence of the ~~Chittenden County Regional Planning~~
- 9 ~~Commission CCRPC.~~
- 10 9) ~~Assist the Secretary/Treasurer, and in this capacity, s~~ Shall be responsible for:
- 11 a) ~~The~~ keeping of minutes of regular and special meetings of the ~~Chittenden County~~
- 12 ~~Regional Planning Commission CCRPC;~~
- 13 b) ~~The~~ notifying of Board members of their election to office or appointment to
- 14 committees; ~~and,~~
- 15 c) ~~The~~ receiving of all money due the ~~Chittenden County Regional Planning~~
- 16 ~~Commission CCRPC.~~
- 17 10) Prepare an annual budget and UPWP, including estimated revenues and expenditures, for
- 18 the fiscal year to be reviewed by the Executive Committee of the ~~Chittenden County~~
- 19 ~~Regional Planning Commission CCRPC~~ prior to submission for approval by the full
- 20 Board.
- 21 11) Disburse the funds in accordance with the budget and as authorized by the ~~Chair, Vice~~
- 22 ~~Chair, or~~ Secretary/Treasurer.
- 23 12) Keep accounts which shall at all times be open to inspection by the Board members.
- 24 13) Undertake such other duties as the ~~Chittenden County Regional Planning~~
- 25 ~~Commission CCRPC~~ shall assign.
- 26 14) Prepare an annual written report after the completion of each fiscal year.
- 27 15) Prepare a calendar for the ensuing year, which shall be presented to the ~~Chittenden~~
- 28 ~~County Regional Planning Commission CCRPC.~~
- 29 16) Prepare quarterly financial reports in a format approved by the Executive Committee and
- 30 the ~~Chittenden County Regional Planning Commission CCRPC.~~
- 31 17) Prepare a recommendation to the CCRPC regarding any potential municipal service
- 32 agreements and, if entered into, report on their status, the services provided, and funding
- 33 arrangements, as appropriate.
- 34

35 B. Job descriptions and responsibilities for additional staff shall be on file.

36

37

38 ARTICLE VII. OFFICERS & EXECUTIVE COMMITTEE

39

40 A. Election of Officers and Executive Committee

41 The ~~Chittenden County Regional Planning Commission CCRPC~~ shall annually elect three

42 officers, a Chair, Vice-Chair, and Secretary/ Treasurer. In addition, the ~~Chittenden County~~

43 ~~Regional Planning Commission CCRPC~~ shall annually elect two municipal Board members

44 to the Executive Committee. One municipal Board member of the Executive Committee

45 shall represent a community of 5000+ population; the other, a community of less than 5000

46 population, based on information from the latest census or population estimate completed by

the US Census Bureau.

The Board Development Committee shall render its report of nominations to fill ensuing vacancies prior to the June meeting. The Board Development Committee may nominate one or more candidates for each office. Candidates may also be nominated from the floor.

The officers of the ~~Chittenden County Regional Planning Commission~~CCRPC shall be elected by a two-thirds majority of the Board members present and voting pursuant to 24 V.S.A. § 4343(b). The results of the voting shall be announced at the June meeting of each year. In the event a majority for any office is not reached, the top two vote getters will have a run-off election and the ~~Chittenden County Regional Planning Commission~~CCRPC will continue to vote until a majority is reached.

B. Qualifications and Duties of Officers

- 1) As a qualification for office, the Chair shall have served at least one year as a representative on the ~~Chittenden County Regional Planning Commission~~CCRPC. The Chair shall have the power to call special meetings, establish agendas, preside over ~~Chittenden County Regional Planning Commission~~CCRPC meetings and, with concurrence of the ~~Chittenden County Regional Planning Commission~~Executive Committee, establish and appoint committees and their members beyond those appointed by member municipalities and VTrans. The ~~Chittenden County Regional Planning Commission~~CCRPC will have at least those committees delineated in Article XI of these by-laws. The Chair shall execute agreements, contracts, and checks in accordance with administrative policies and procedures approved by the Executive Committee.
- 2) The Vice-Chair shall act as the Chair in the absence of the Chair, and in his/her/their absence have the same powers as the Chair.
- 3) The Secretary/Treasurer shall act as the Chair in the absence of the Chair and Vice-Chair, and in his/her/their absence have the same powers as the Chair. The Secretary/Treasurer shall be responsible for such secretarial and financial duties as are customary to the office.
- 4) In the absence of the Chair, Vice-Chair, and Secretary/Treasurer another member of the Executive Committee will act as the Chair with the consent of the CCRPC Board.

C. Membership and Elections for Vacancies of the Executive Committee

The members of the Executive Committee shall consist of six members: the Chair, Vice-Chair, Secretary/Treasurer, immediate past Chair and the two municipal members described in Section A above, elected at the June meeting. In the event of a vacancy existing between annual elections, the ~~Chittenden County Regional Planning Commission~~CCRPC shall elect a member to the Executive Committee to serve until the next June meeting.

D. Terms of Office

The terms of office of Executive Committee members shall begin immediately after the June meeting of each year at which they are declared elected and shall end immediately after the next June meeting unless re-elected; but officers shall hold office until their successors have been elected and installed. The Chair, Vice-Chair and Secretary/Treasurer shall serve no longer than four consecutive years in any one office. Municipal members of the

Executive Committee may not serve more than four consecutive years in that position.

E. Purpose, Power and Duties of the Executive Committee

The purpose of the Executive Committee shall be to facilitate the administration of the ~~Chittenden County Regional Planning Commission~~ CCRPC, ensure that policy and planning recommendations are brought before the Board, and ensure that the decisions of the ~~Chittenden County Regional Planning Commission~~ CCRPC are implemented.

The Executive Committee shall be subject to the orders of the ~~Chittenden County Regional Planning Commission~~ CCRPC voting membership, and none of its acts shall conflict with action taken by the ~~Chittenden County Regional Planning Commission~~ CCRPC. The duties of the Executive Committee will include, but not be limited to, the following:

- 1) to monitor and assure the implementation of ~~Chittenden County Regional Planning Commission~~ CCRPC Board of Director decisions.
- 2) to oversee the development of the agenda for ~~Chittenden County Regional Planning Commission~~ CCRPC meetings.
- 3) to oversee the affairs of the ~~Chittenden County Regional Planning Commission~~ CCRPC between its regular meetings but to act for the ~~Chittenden County Regional Planning Commission~~ CCRPC only when immediate action is required, and the ~~Chittenden County Regional Planning Commission~~ CCRPC Board of Directors would not be able to take the necessary action.
- 4) to annually recommend to the full ~~Chittenden County Regional Planning Commission~~ CCRPC at the June meeting Regional Board members to be elected to represent the categories prescribed in Article IV. A.
- 5) to oversee the activities of the Finance Committee (FC), Board Development Committee (BDC), Unified Planning Work Program Committee (UPWPC), Transportation Advisory Committee (TAC), Planning Advisory Committee (PAC), Long Range Planning Committee (LRPC), Community Engagement Advisory Committee (CEAC), and Clean Water Advisory Committee (CWAC) and to review Committee recommendations prior to submission to the Board of Directors.
- 6) to oversee organizational and personnel policies.
- 7) to recommend for employment an Executive Director subject to confirmation by the ~~Chittenden County Regional Planning Commission~~ CCRPC.
- 8) to support, and annually review the Executive Director.
- 9) to assist the Executive Director in the hiring of ~~the Assistant/MPO Director~~ management staff.
- 10) to determine, recommend and transmit to the ~~Chittenden County Regional Planning Commission~~ CCRPC for approval all recommendations concerning public policy and plan recommendations forthcoming from the ~~Chittenden County Regional Planning Commission~~ CCRPC's program, which would affect the Chittenden County region and its individual constituent cities and towns.
- 11) take action on Act 250/Section 248 applications per the CCRPC adopted *Guidelines and Standards for Reviewing Act 250 and Section 248 Applications*.

- 12) to make recommendations to the ~~Chittenden County Regional Planning Commission~~CCRPC concerning entering into, withdrawal from, and/or terminating municipal service agreements.
- 13) ~~to may~~ develop and update the ~~Chittenden County Regional Planning Commission~~CCRPC strategic plan and report findings to the Board of Directors;
- 14) to establish sub-committees on an as needed basis.
- 15) to submit a written report of its activities and/or minutes of its meetings prior to each ~~Chittenden County Regional Planning Commission~~CCRPC meeting.

F. Executive Committee Meetings

Meetings will be held, at a minimum, in advance of the regular meeting of the ~~Chittenden County Regional Planning Commission~~CCRPC. Special meetings can be called at the request of the Chair or the Executive Director. A quorum to conduct business shall consist of four members. Members may participate via telephone or video conference if unable to attend in person.

ARTICLE VIII. MEETINGS

The rules of procedures of the ~~Chittenden County Regional Planning Commission~~CCRPC shall be Robert's Rules of Order the latest edition. These procedures will be followed except where superseded by these by-laws.

~~Board members will be sent their meeting notification, agendas, and appropriate documents at least one week prior to the actual meeting date, except in the case of special meetings.~~ The ~~Chittenden County Regional Planning Commission~~CCRPC is a public body and shall comply with the Vermont Open Meeting Law (1 V.S.A. § 310 et seq.) and Access to Public Records Laws (1 V.S.A. §§ 315-320 et seq.). Special meetings may be called by the Chair or by a combined group of 50 percent or more of the voting Board members. Board members will be sent their meeting notification, agendas, and appropriate documents at least five days, or in accordance with Vermont Open Meeting Law, prior to the actual meeting date, except in the case of special meetings. The ~~Chittenden County Regional Planning Commission~~CCRPC Board may employ a "Consent Agenda" process when appropriate for expediting minor administrative actions related to the efficient operation of the ~~Chittenden County Regional Planning Commission~~CCRPC and the management of ~~Chittenden County Regional Planning Commission~~CCRPC programs and documents (e.g., qualifying TIP amendments). Any administrative change to ~~Chittenden County Regional Planning Commission~~CCRPC documents, policies, or procedures, other than items defined in Article X of these by-laws, may be identified and included in the Consent Agenda element of the full agenda for a regularly-scheduled Board meeting.

At the beginning of each Board meeting, under the "Changes to the Agenda" item, the Chair will entertain requests from any Board member to move individual Consent Agenda items to the Deliberative Agenda for discussion and action. The Board will then act on the Consent Agenda. If a Consent Agenda item is moved to the Deliberative Agenda for discussion and action, Board members will have the opportunity to request additional information on the item from staff,

1 municipalities, and/or agencies, as appropriate. The Board may then (1) move and vote to
2 approve the item moved from the Consent Agenda to the Deliberative Agenda, at which time the
3 subject administrative change becomes effective, or (2) move and vote to send the change to the
4 appropriate body (e.g., Executive Committee, TAC, or staff) for further review and
5 recommendation.

6
7
8 **ARTICLE IX. FISCAL YEAR & MEETING DATES**
9

10 The ~~Chittenden County Regional Planning Commission~~CCRPC's fiscal year shall be July 1st
11 through June 30th.

12
13 The Annual Meeting shall be set by the Executive Committee and affirmed by the ~~Chittenden~~
14 ~~County Regional Planning Commission~~CCRPC Board.

15
16 The June Meeting of the ~~Chittenden County Regional Planning Commission~~CCRPC shall each
17 year shall include the election of the organization's Officers and the Executive Committee.

18
19 The ~~Chittenden County Regional Planning Commission~~CCRPC Board shall annually establish
20 the day, time, and location of the ~~Chittenden County Regional Planning Commission~~CCRPC
21 regular meetings. Meetings of the ~~Chittenden County Regional Planning Commission~~CCRPC
22 shall be conducted at least quarterly.
23

24
25 **ARTICLE X. ADOPTIONS OR AMENDMENTS.**
26

27 A. Bylaws

28 Upon recommendation of the Executive Committee or upon request by resolution through
29 written ballot by a majority of the Board members any proposed amendment to the by-laws shall
30 first be sent to the Board members and the Board member municipalities' locally elected
31 legislative bodies in preliminary form for consideration and comment for a period of not less
32 than thirty days. Not later than thirty days after this period, the Executive Committee shall
33 submit to the ~~Chittenden County Regional Planning Commission~~CCRPC, (1) a report
34 summarizing the comments received and recommendations of the Executive Committee; and (2)
35 if authorized by the ~~Chittenden County Regional Planning Commission~~CCRPC, the proposed
36 amendment in final form as a written ballot. If submission of the amendment as a ballot is not
37 authorized by the ~~Chittenden County Regional Planning Commission~~CCRPC, but within ninety
38 days after issuance of the report such submission is requested by a petition signed by at least
39 twenty-five percent of the Board members, the Executive Committee shall, within thirty days
40 following receipt of said petition, submit to the ~~Chittenden County Regional Planning~~
41 ~~Commission~~CCRPC a written ballot of the proposed amendment as originally submitted.
42 Adoption of any amendments shall require the affirmative vote of two-thirds majority of the
43 Board members.
44

45 B. MPO Business

46 Before the ~~Chittenden County Regional Planning Commission~~CCRPC may adopt or make other

1 than minor amendments or administrative changes to MPO business, notice to Board member
2 municipalities' locally elected legislative bodies and to the general public shall be given
3 consistent with the Public Participation Plan.
4

5 Minor amendments to the UPWP, such as reallocating dollars between approved tasks, can be
6 done with ~~Chittenden County Regional Planning Commission~~CCRPC Board approval, without a
7 public hearing.
8

9 No municipality or organization shall challenge the validity of the Transportation Improvement
10 Program (TIP), UPWP, or Metropolitan Transportation Plan (MTP) as adopted according to this
11 article, for procedural defects, after thirty (30) days following the day on which it was adopted.
12

13 C. Regional Plan

14 The ~~Chittenden County Regional Planning Commission~~CCRPC shall hold public hearings and
15 seek comments on a proposed Regional Plan or amendments consistent with 24 V.S.A. § 4348.

16 The ~~Chittenden County Regional Planning Commission~~CCRPC shall hold public hearings and
17 review municipal plans and planning processes consistent with 24 V.S.A. §4350. The
18 Metropolitan Transportation Plan (MTP) is integrated into and part of the Regional Plan.
19

20 D. Metropolitan Transportation Plan

21 The MTP shall be considered and voted upon first as MPO Business. Then the full membership
22 of CCRPC shall consider and vote upon the MTP as part of the Regional Plan or the full
23 Regional Plan as appropriate.
24

25 E. Unified Planning Work Plan

26 The portion of the UPWP that is transportation funded shall be considered and voted upon as
27 MPO Business. Then the full membership of CCRPC shall consider and vote upon the full
28 UPWP.
29

30 Article XI. MUNICIPAL SERVICE AGREEMENTS

31
32
33 Participation by a municipality in a municipal service agreement with the CCRPC shall be
34 voluntary and only valid upon appropriate board action. as set forth in 1 V.S.A. § 172 and other
35 applicable provisions of law. including the Open Meeting Law by the legislative body of the
36 municipality. To become effective, a municipal service agreement shall be executed by a duly
37 authorized agent of the regional planning commission and of each of the legislative bodies of the
38 municipalities who are proposed parties to the service agreement. The agreement may include
39 other parties as may be relevant to a particular service. Any modification to a service agreement
40 shall not become effective unless approved by all parties to the service agreement, including the
41 legislative bodies of all involved municipalities. Such modifications shall be in writing, with a
42 copy provided to all parties to the agreement.
43

44 A municipal service agreement shall describe the services to be provided and the amount of
45 funds payable by, and/or a formula for allocating costs to, each municipality that is a party to the
46 service agreement. Service of personnel, use of equipment and office space, and other necessary

1 services may be accepted from municipalities as part of their financial support and shall be
2 clearly documented in the annual budget for the service approved by the parties to the agreement.

3
4 When deemed appropriate by the participating municipalities and the CCRPC, a service
5 agreement may include a governance committee made up of representatives of the participating
6 municipalities and CCRPC. If a governance committee is formed, the service agreement shall
7 include appropriate details regarding the responsibilities, voting rights and financial obligations
8 of each member.

9
10 All service agreements shall contain a termination date unless some other method of
11 termination is expressly provided in the agreement. Service agreements shall also contain a
12 provision describing how parties may withdraw from the agreement prior to the termination date.
13 The method of withdrawing from and/or terminating a service agreement shall generally be the
14 same as the process for entering such agreement - i.e., by majority vote of the members of the
15 legislative body, subject to other applicable provisions of law. If, however, the service
16 agreement involves multi-year financial obligations or other contractual obligations have been
17 incurred in reliance on the service agreement, the withdrawing party shall withdraw only upon
18 satisfaction of those obligations or mutual written agreement regarding the process to satisfy the
19 same.

- 20
21 i. The withdrawal provision of a municipal agreement with one municipality shall
22 provide for at least 30 days' notice unless otherwise provided in the agreement.
23
24 ii. The withdrawal provision of a municipal agreement with multiple municipalities
25 shall provide for at least six months' notice prior to the beginning of a fiscal year
26 unless otherwise provided in the agreement.

27
28 Nothing within this section shall limit CCRPC's ability to enter into contracts or agreements to
29 provide services with other entities or governmental organizations, including those serving
30 multiple municipalities.

31 32 33 ARTICLE XII. COMMITTEES

34
35 There shall be committees of the ~~Chittenden County Regional Planning Commission~~ CCRPC as
36 described herein. All ~~Chittenden County Regional Planning Commission~~ CCRPC Board
37 members are expected to participate in a minimum of at least one standing committee. The
38 Chair may appoint ad hoc committees for a specific purpose with the approval of the ~~Chittenden~~
39 ~~County Regional Planning Commission~~ CCRPC. Committees should include subject matter
40 experts as needed to provide advice to the ~~Chittenden County Regional Planning~~
41 ~~Commission~~ CCRPC Board.

42
43 For all committees except the Executive Committee, a quorum is defined as the majority of
44 voting members present. In special circumstances when timing of a vote is an issue, committee
45 members may be asked to call a special meeting to vote on time-sensitive items.
46

1 A. Finance Committee (FC)

2 The Finance Committee shall oversee the ~~Chittenden County Regional Planning~~
3 ~~Commission~~CCRPC finances and matters related to organizational finances as specifically
4 described in items 1-8 of this section.

5
6 ~~The Chair of the Finance Committee shall be the Chittenden County Regional Planning~~
7 ~~Commission Secretary/Treasurer. There shall be 2 additional members including the~~
8 ~~Chittenden County Regional Planning Commission Vice Chair and one member of the Board~~
9 ~~of Directors. The members of the Executive Committee and one additional member of the~~
10 ~~Board of Directors shall constitute the membership of the Finance Committee.~~

11
12 The Finance Committee shall meet on a quarterly basis or as needed to conduct the following
13 activities:

- 14 1) oversee ~~Chittenden County Regional Planning Commission~~CCRPC finances.
- 15 2) oversee the ~~Chittenden County Regional Planning Commission~~CCRPC annual budget
16 development ~~and report findings to the Executive Committee~~ in cooperation with the
17 Unified Planning Work Plan Committee.
- 18 3) oversee the ~~Chittenden County Regional Planning Commission~~CCRPC annual audit
19 ~~and report findings to the Executive Committee.~~
- 20 4) oversee the staff benefit structure ~~on an annual basis and report recommendations~~
21 ~~and/or findings to the Board.~~
- 22 5) oversee the staff compensation budget recommendations on an annual basis ~~and~~
23 ~~report recommendations and/or findings to the Board.~~
- 24 6) oversee the development of a compensation study on a five-year basis ~~and report~~
25 ~~recommendations/findings to the Board.~~
- 26 7) conduct other duties as assigned by the Board and/or Executive Committee.
- 27 8) establish sub-committees on an as needed basis.

28
29 B. Board Development Committee (BDC)

30 The Board Development Committee shall oversee the ~~Chittenden County Regional Planning~~
31 ~~Commission~~CCRPC nominating process, updates to the ~~Chittenden County Regional~~
32 ~~Planning Commission~~CCRPC bylaws, Board member development, communications, and
33 engagement as specifically described in items 1-10 of this section.

34
35 The Chair of the Board Development Committee shall be the ~~Chittenden County Regional~~
36 ~~Planning Commission~~CCRPC Immediate Past Chair (should there not be an available
37 Immediate Past Chair the Executive Committee shall appoint a Chair). There shall be up to 4
38 additional members of the Board of Directors.

39
40 The Board Development Committee shall meet ~~on a semi-annual basis or~~ as needed to
41 conduct the following activities:

- 42 1) prepare a slate of officers.
- 43 2) review and recommend updates of the ~~Chittenden County Regional Planning~~
44 ~~Commission~~CCRPC bylaws on an as needed basis and report findings to the
45 Executive Committee.
- 46 3) conduct new Board member recruitment in coordination with municipal locally

- 1 elected legislative bodies.
- 2 4) oversee Board member training and development.
- 3 5) conduct periodic Board performance evaluations.
- 4 6) oversee and conduct ~~Chittenden County Regional Planning Commission~~CCRPC
- 5 outreach and communications (or delegate to an ad hoc ~~Community Engagement~~
- 6 ~~C~~committee).
- 7 7) oversee and conduct ~~Chittenden County Regional Planning Commission~~CCRPC
- 8 marketing and branding (or delegate to an ad hoc ~~Community Engagement~~
- 9 ~~C~~committee).
- 10 8) review and recommend updates of the ~~Chittenden County Regional Planning~~
- 11 ~~Commission~~CCRPC Public Participation Plan on an as needed basis (or delegate to
- 12 an ad hoc ~~Community Engagement C~~committee) and report findings to the Executive
- 13 Committee.
- 14 9) conduct other duties as assigned by the Board and/or Executive Committee.
- 15 10) establish sub-committees on an as needed basis.

16
17 C. Unified Planning Work ~~Program Plan~~ Committee (UPWPC)

18 The Unified Planning Work ~~Program Plan~~ Committee shall oversee the ~~Chittenden County~~
19 ~~Regional Planning Commission~~CCRPC annual work plan development process as
20 specifically described in items 1-5 of this section.

21
22 The Chair of the Unified Planning Work ~~Program Plan~~ Committee shall be a Board member
23 selected by the Chair of the CCRPC. ~~There shall be up to 12 The~~ members are as follows:

- 24 • 3-5 Board members
- 25 • 2 Transportation Advisory Committee members
- 26 • 2 Planning Advisory Committee members
- 27 • 2 Clean Water Advisory Committee members
- 28 • 2 Community Engagement Advisory Committee members or other representatives of
- 29 environmental justice communities
- 30 • Vermont Agency of Transportation
- 31 • Federal Highway Administration (ex-officio, non-voting)
- 32 • ~~Chittenden County Transportation Authority~~Green Mountain Transit (ex-officio, non-
- 33 voting)

34
35 The Unified Planning Work ~~Plan-Program~~ Committee shall meet ~~on a semi-annual basis or~~ as
36 needed to conduct the following activities:

- 37 1) develop a draft annual Unified Planning Work Program (UPWP) and report findings
- 38 to the Executive Committee in cooperation with the Finance Committee.
- 39 2) review and recommend updates to the UPWP development process policies on an as
- 40 needed basis and report findings to the Executive Committee.
- 41 3) develop performance measures to monitor the implementation of the UPWP, update
- 42 the performance measures on an as needed basis, monitor the implementation of the
- 43 UPWP using the established performance measures and report findings to the
- 44 Executive Committee.
- 45 4) conduct other duties as assigned by the Board and/or Executive Committee.
- 46 5) establish sub-committees on an as needed basis.

D. Transportation Advisory Committee (TAC)

The Transportation Advisory Committee shall oversee the ~~Chittenden County Regional Planning Commission~~CCRPC transportation activities and policy development funded primarily through the Federal Highway Administration Metropolitan Planning Organization (MPO) program as specifically described in items 1-9 of this section.

The Chair of the Transportation Advisory Committee shall be a TAC member elected by the TAC or appointed by the Chair of CCRPC. ~~There shall be up to 31~~ The members ~~and representatives of organizations are~~ as follows:

- 1 Board member
- Representatives of the 18 municipalities eligible to vote on MPO business as described in Article V. A.
- Vermont Agency of Transportation
- Federal Highway Administration
- ~~Chittenden County Transportation Authority~~ Green Mountain Transit
- Burlington International Airport
- ~~Campus-Chittenden~~ Area Transportation Management Association
- Special Services Transportation Agency
- ~~Person-r~~ Representative of the Business Community
- ~~Person-r~~ Representative of ~~the Disabled Community~~ People with Disabilities
- ~~Person-r~~ Representative of the ~~Elderly~~ Older Adult Community
- ~~Person-r~~ Representative of the Environmental Community
- ~~Person-r~~ Representative of the Bicycle and/or Pedestrian Community
- ~~Person-r~~ Representative of the Rail Industry
- Representative of the Community Engagement Advisory Committee or environmental justice community
- Additional organizations or agencies may be added with approval from the CCRPC Board.

The terms of TAC members will be for two years beginning July 1st, communities whose beginning letter falls between A and K shall appoint a representative to serve beginning in even numbered fiscal years and communities whose beginning letter falls from L through Z shall appoint a representative to serve beginning in odd numbered fiscal years. Appointments of all other members will be on an annual basis by the Board Chair. Appointments to fill a vacancy shall be for the unexpired term.

For vacancies of special interest groups (e.g., business, people with disabilities, etc.), CCRPC will ask for nominations from representative groups and community members to ensure a diversity of candidates are part of the nomination pool. Interested individuals will be asked to attend a TAC meeting to introduce themselves and share the perspective they would bring in representing a particular interest as part of the TAC. The TAC will then select a representative to recommend to the Board Chair for appointment.

The Transportation Advisory Committee shall meet on a monthly basis or as needed to

conduct the following activities:

- 1) review Metropolitan Transportation Plan (MTP) updates, revisions, and amendments and provide comments before the MTP is reviewed by as developed by the Long Range Planning Committee.
- 2) review and recommend to the Board the Transportation Improvement Program (TIP) and TIP amendments, ~~Sidewalk and Transportation Enhancement Grant program recommendations and priorities and other program ranking recommendations as needed.~~
- 3) review and recommend to the Board a prioritized list of projects based on VTrans' Project Selection and Prioritization Process (VPSP2).
- 4) review and recommend to the Board targets for federally established performance measures on various categories such as safety, asset condition, system performance, etc..
- 5) review and recommend the UPWP technical planning/engineering studies for inclusion in the UPWP to the Board.
- 6) review draft Public Participation Plan (PPP) and provide comments to the Community Engagement Advisory Committee.
- ~~3)~~
- 4) ~~review completed MPO-funded planning and scoping studies;~~
- 5) 7) oversee the selection of consultants to be retained for MPO-MPO-funded projects and programs.
- 6) 8) undertake MPO-MPO-related technical and policy activities similar to the Planning Advisory Committee.
- 7) 9) coordinate transportation land use activities with the Planning Advisory Committee and transportation water quality activities with the Clean Water Advisory Committee.
- 8) 10) conduct other duties as assigned by the Board and/or Executive Committee including recommendations to the Board as needed.
- 9) 11) establish sub-committees on an as needed basis.

E. Planning Advisory Committee (PAC)

The Planning Advisory Committee shall oversee the ~~Chittenden County Regional Planning Commission~~ CCRPC regional planning activities and policy development as specifically described in items 1-13 of this section.

The Chair of the Planning Advisory Committee shall be a PAC member elected by the PAC or appointed by the Chair of CCRPC. ~~There shall be up to 31~~ The members ~~and representatives of organizations are~~ as follows:

- 1 Board member
- Representatives of the 18 incorporated municipalities and Buel's Gore
- 3-5 members of public/interest groups that may include, but are not limited to, the Vermont Department of Health and Champlain Housing Trust
- Vermont Agency of Transportation and other interested state agencies (ACCD, ANR, AOA)
- Federal Highway Administration (ex-officio, non-voting)
- ~~Chittenden County Transportation Authority~~ GMT (ex-officio, non-voting)

- Representative of the Community Engagement Advisory Committee or environmental justice community

The terms of PAC members will be for two years beginning July 1st, communities whose beginning letter falls between A and K shall appoint a representative to serve beginning in odd numbered fiscal years and communities whose beginning letter falls from L through Z shall appoint a representative to serve beginning in even numbered fiscal years. Appointment of all other members will be on an annual basis by the Board Chair. Appointments to fill a vacancy shall be for the unexpired term.

The Planning Advisory Committee shall meet ~~on a quarterly basis or~~ as needed to conduct the following activities:

- 1) review municipal plans (with the inclusion of ad hoc Committee members from the involved and adjacent communities).
- 2) review and make recommendations to the Board regarding *Guidelines and Standards for Reviewing Act 250 and Section 248 Applications* and identify development projects that may require Act 250 or Section 248 review so that the Board's role in the process may be proactive instead of reactive.
- 3) review and recommend regional and land use planning ~~technical/planning/engineering~~ studies for inclusion in the UPWP.
- ~~4) review and recommend the UPWP to the Board.~~
- ~~5) review draft Public Participation Plan (PPP) and provide comments to the Community Engagement Advisory Committee.~~
- ~~4)6) provide interface between the Board, work groups and functions related to cross cutting planning issues and the Regional Plan.~~
- ~~5) develop regional planning policy recommendations for Board consideration and/or action.~~
- ~~6)7) provide input to MTP, UPWP, and TIP development, and other transportation planning processes, on issues or projects of a regional nature.~~
- ~~7)8) oversee the selection of regional planning and MTP land use related consultants to be retained for projects and programs.~~
- ~~8)9) evaluate and prioritize regional planning technical assistance.~~
- ~~9)10) review and make recommendations to the Board regarding Regional Plans of adjacent regions.~~
- ~~10)11) undertake regional planning related technical and policy activities similar to the Transportation Advisory Committee.~~
- ~~11)12) coordinate transportation land use activities with the Transportation Advisory Committee.~~
- ~~12)13) conduct other duties as assigned by the Board and/or Executive Committee.~~
- ~~13)14) establish sub-committees on an as-needed basis.~~

F. Long Range Planning Committee (LRPC)

The Long Range Planning Committee shall oversee the ~~Chittenden County Regional Planning Commission~~CCRPC development of the Metropolitan Transportation Plan (MTP), the Regional Plan (RP), and other associated long range planning activities as specifically described in items 1-8 of this section.

The Chair of the Long Range Planning Committee shall be a Board member selected by the Chair of the CCRPC. ~~There shall be up to 14~~The members ~~and representatives of organizations are~~ as follows:

- 3-6 Board members
- 1 or 2 TAC members
- 1 or 2 PAC members
- 1 to 3 members of public/interest groups
- 1 representative of the Vermont Agency of Transportation
- Representative of the Community Engagement Advisory Committee or environmental justice community

The Long Range Planning Committee shall meet on a semi-annual basis or as needed to conduct the following activities:

- 1) develop the Metropolitan Transportation Plan at least every five years and present to the Board of Directors for adoption.
- 2) develop the Regional Plan at least every eight years and present to the Board of Directors for adoption.
- 3) develop policy recommendations related to the MTP and RP for Board of Directors consideration and/or action.
- 4) provide guidance to the MTP, RP, UPWP, and TIP development and other land use transportation planning processes on issues and/or projects of a long range planning nature.
- 5) coordinate activities with the TAC and PAC to assure consistency in plans and policy recommendations to the Board.
- 6) ~~prepare review~~ an annual report of indicators produced by staff to benchmark the region's progress towards meeting regional and transportation planning goals.
- 7) conduct other duties as assigned by the Board of Directors and/or Executive Committee.
- 8) establish sub-committees on an as needed basis.

G. Clean Water Advisory Committee (CWAC)

The Clean Water Advisory Committee (CWAC) shall oversee the ~~Chittenden County Regional Planning Commission~~CCRPC activities and policy development regarding but not limited to, the Vermont Lake Champlain Total Maximum Daily Load (TMDL) Plan and its related plans and programs.

The Chair of the CWAC shall be a CWAC member elected by the CWAC or appointed by the Chair of CCRPC. ~~There shall be~~The members ~~and representatives of organizations are~~ as follows:

- 1 CCRPC Board member or Alternate (who may also represent their municipality)
- Representatives of the County's 19 municipalities
- ~~University of Vermont~~
- ~~Vermont Agency of Natural Resources (ANR)~~
- ~~Vermont Agency of Transportation~~
- Burlington International Airport Representative of the Community Engagement Advisory

Committee or environmental justice community

- Other voting or non-voting members as may be determined appropriate by the CCRPC after a recommendation from the CWAC.

The terms of CWAC municipal members will be for two years beginning July 1st, municipalities whose beginning letter falls between A and K shall appoint a representative to serve beginning in even numbered fiscal years and communities whose beginning letter falls from L through Z shall appoint a representative to serve beginning in odd numbered fiscal years. Organizational members shall appoint a member for a 2-year term with an alternate if desired. Initial appointees of the ad hoc CWAC shall remain appointed until their municipality or organization makes an appointment to this standing committee. Appointments to fill a vacancy shall be for the unexpired term.

The CWAC shall meet as needed to conduct the following activities:

1. oversee programming related to the CCRPC's efforts in assisting the ANR with basin planning and surface water management including but not limited to:
 - a. CCRPC's assistance to ANR in the development of tactical basin plans.
 - b. technical assistance and data collection activities, including information from watershed organizations, to inform municipal officials and the State in making water quality investment decisions.
 - c. coordinating assistance to municipalities considering municipal development regulations to better meet State water quality policies and investment priorities, at the option of the municipality.
 - d. assistance to ANR in implementing a project evaluation process to prioritize water quality improvement projects within the region to assure cost effective use of State and federal funds.
2. undertake water quality related technical assistance and policy activities and coordinate activities with the Transportation Advisory Committee including but not limited to activities related to implementation of Municipal Roads Stormwater General Permits.
3. There shall be a Municipal Separate Storm Sewer System (MS-4) subcommittee of the CWAC comprised of the municipalities and organizations in Chittenden County subject to a Municipal Separate Storm Sewer System (MS-4) or Transportation Separate Storm Sewer System (TS-4) permit:
 - a. This subcommittee shall operate under agreements contained in a mutually-agreed upon Memorandum of Understanding regarding implementation of, but not limited, to Minimum Control Measures #1 and #2 or as may be amended or consolidated.
 - b. This subcommittee has sole authority regarding implementation of the Memorandum noted above.
4. The CWAC or other individual subcommittees of the CWAC may also, as appropriate, meet as needed to conduct the following activities:
 - a. review and recommend to the Board water quality program recommendations and priorities.
 - b. review and recommend water quality studies for inclusion in the UPWP.
 - c. review completed CCRPC studies regarding water quality issues.
 - d. oversee the selection of consultants to be retained for water quality related projects and programs.

- e. conduct other duties as assigned by the Board and/or Executive Committee including recommendations to the Board as needed.
- f. establish sub-committees on an as-needed basis.

H. Community Engagement Advisory Committee (CEAC)

The CEAC shall oversee the CCRPC activities, plans, programs, projects, and policies to ensure equitable processes and outcomes. The Committee will create an annual work plan based upon its duties. The work plan will be action oriented and focused on outcomes.

The CEAC shall determine the manner in which they operate and make decisions.

The membership is determined by community interest and will be appointed when appropriate by the Chair of the CCRPC Board with concurrence of the Executive Committee. The membership shall be an odd number up to 23 members consisting of the following:

- Up to 3 CCRPC Board members or alternates
- 5 or more representatives of under-represented populations to be solicited broadly
- 3 or more staff to participate as non-voting members

The terms of CEAC municipal members will be for one year beginning July 1st. Appointments to fill a vacancy shall be for the unexpired term.

The CEAC shall meet as needed to conduct the following activities:

1. Update the description of the CEAC as needed
2. Develop and update as needed an organizational equity statement and action plan for the CCRPC to be recommended to the CCRPC Board for adoption.
3. Update the Public Participation Plan (PPP) every five years or as needed including the following:
 - a. Update the Guiding Principles, Equity Impact Worksheet, Language Access Plan, Community Compensation Policy/Stipend Policy and other included policies every five years or as needed.
 - b. Recommend an updated PPP to the CCRPC Board
4. Steward the implementation of the Public Participation Plan (PPP) to ensure its integration into relevant projects and processes.
 - a. Reviewing public engagement plans for foundation plan updates (Regional Plan, MTP, CEDS, etc.).
 - b. Reviewing Equity Impact Worksheets at the beginning of a project to inform the scope and public engagement plan.
 - c. Reviewing public engagement plans for projects with impacts on marginalized communities.
5. Support community education and engagement for CCRPC projects, through sharing information and supporting outreach within communities for CCRPC projects.
6. Annually review the CCRPC's Unified Planning Work Program (UPWP), including:
 - a. Review and improve the process for including inclusive engagement in the UPWP application process.
 - b. Review UPWP applications to ensure equitable engagement practices and outcomes are included in the scope and budget.

- c. Provide recommendations as appropriate to the UPWP Committee by their second meeting in February.
7. Develop and oversee a Donations & Sponsorships strategy for the organization and make recommendations to the Executive Director.
8. As opportunities arise, review and provide recommendations on inclusive engagement training for staff and Board.
9. As opportunities arise, advise on relevant county-wide, municipally-oriented convenings and networking sessions.

Article XIII. RESOLVING CONFLICTING INTERESTS

A. Preamble

A public official must exercise his or her authority solely for the benefit of the public and, in fact, stand in a fiduciary relationship to the public. He or she is held by the law to a most rigid standard with respect to any activity which places his or her individual interest in a position where collision with public responsibility becomes possible. The law requires that not only must public officials actually separate private interests from public responsibility, but must also give every appearance of this separation.

A real conflict of interest exists when a private interest exists leading to a personal benefit or gain. An apparent conflict of interest exists when there is a perception that a conflict of interest exists leading to a personal benefit or gain.

Such a conflict would arise when (1) a Board member, (2) any member of his or her immediate family or household, (3) his or her spouse or partner, or (4) an organization which employs or is about to employ ~~ee~~ any of (1) through (3) above, have a financial or other interest in the outcome of a cause, proceeding, application, firm selected for the award, or any other matter pending before the CCRPC.

Board members of both the ~~Chittenden County Regional Planning Commission~~CCRPC and the ~~Chittenden County Regional Planning Commission~~CCRPC's sub-grantees will neither solicit nor accept gratuities, favors, or items of value (excluding calendars, pens, and other nominal items) from contractors, potential contractors, or parties to sub-agreements.

When a significant real or apparent conflict of interest arises the concerned parties shall discuss the matter with the Executive Committee. Board members should raise the issue of a potential or perceived conflict of interest of another Board member or staff person whenever they feel one exists and the person in question does not declare a real or apparent conflict of interest. All real conflicts of interest require compliance with Section B below. The Executive Committee will determine all apparent conflicts of interest. If there is an actual conflict of interest the Committee shall decide on a case-by-case basis whether an individual can participate in discussions, but the individual shall not vote. Alternatively, if there is an apparent conflict of interest the Committee will decide whether and how an individual may participate and if the individual may vote.

B. Board Member Actions

In the event a real conflict of interest, as herein defined, does or would result, the Board member shall act as follows:

- 1) Disclosure. In the event a proposed contract, material or labor is to be furnished to the ~~Chittenden County Regional Planning Commission~~CCRPC, the Board member shall state on the record the nature of his or her conflict of interest. He or she shall not communicate, either formally or informally, with any other Board member with respect to the awarding of such contract and shall not vote on the question of its issuance.
- 2) Disclosure of Fiduciary Relationship. In the event the Board member has fiduciary relationship with any individual, partnership, firm or corporation seeking to contract with the ~~Chittenden County Regional Planning Commission~~CCRPC, or to provide materials or labor thereto, or has a fiduciary interest in a project or a project before Act 250 or other regulatory board where the ~~Chittenden County Regional Planning Commission~~CCRPC is a party, the Board member shall, regardless of contract amount, state on the record the nature of his or her interest, refrain from all formal or informal discussion with any other Board members with respect to such contract or project, and shall not vote on the question of its issuance or approval or disapproval.
- 3) Form. Upon joining the ~~Chittenden County Regional Planning Commission~~CCRPC or at the beginning of the fiscal year, Board members will sign a form indicating that they have read and understand this Section.

~~3)4)~~ Even if Board members are covered under their appointing municipal conflict of interest policy; failure to comply with this section will result in action taken by the Executive Committee as they deem appropriate ranging from censure to requesting the resignation of the Board member or requesting the appointing authority to remove the Board member.

ARTICLE XIV. APPROPRIATIONS TO THE ~~CHITTENDEN COUNTY REGIONAL PLANNING COMMISSION~~CCRPC

The ~~Chittenden County Regional Planning Commission~~CCRPC may receive and expend monies from any source.

CCRPC Charter

ADOPTED by the Commission May 2, 1966.

AMENDED by the Commission May 26, 1997

AMENDED by the Commission September 28, 1998

Superseded by the Commission, May 18, 2011, effective July 1, 2011

CCMPO Bylaws

Adopted by the Chittenden County Metropolitan Planning Organization July 15, 1983.

Amended March 16, 1984, December 17, 1984, May 28, 1985, July 23, 1985, July 11, 1988,

April 17, 1990, August 25, 1993, January 28, 1998, March 17, 1999, December 18, 2002, July

21, 2004, June 20, 2007, and superseded on by the bylaws of the CCRPC dated May 18, 2011,

effective July 1, 2011.

CCRPC Bylaws

- 1 Amended by CCRPC September 23, 1991; May 27, 1997; February 27, 2006
- 2 Superseded by the Commission, May 18, 2011, effective July 1, 2011
- 3 Amended by CCRPC May 21, 2014
- 4 Amended by CCRPC April 19, 2017
- 5 Amended by CCRPC _____, 202X

Resolution Relating to

ALLOCATION OF BOND PROCEEDS FOR PUBLIC
IMPROVEMENTS – ROCKPOINT BRIDGE PROJECT

RESOLUTION _____
Sponsor(s): Bd. of Finance
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty-Five.....

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

That WHEREAS, at the special meeting held November 8, 2016, the voters of the City authorized the City Council to issue general obligation bonds in a principal amount not to exceed Twenty-Seven Million, Five Hundred Seventy-Three Thousand, Five Hundred Eight Dollars and 00/100 (\$27,573,508.00) for the purpose of funding capital improvement infrastructure projects of the City and its departments in furtherance of the City's Ten Year Capital Plan (the “November 2016 Bond Vote”); and

WHEREAS, pursuant to such November 2016 Bond Vote, City Charter Section 62, and City Council authorizing resolutions, the City issued General Obligation Public Improvement Bonds, Series 2019A (the “Series 2019A Bonds”); and

WHEREAS, the City has certain funds available from such bond issuances for which the City seeks to allocate to the replacement and realignment of the Rockpoint Bridge project, which is located along Rock Point Road and spans the Burlington Bike Path; and

WHEREAS, the Rockpoint Bridge project supports the City’s bike path, which was specifically identified as an important element of the City’s infrastructure under the City’s Ten Year Capital Plan and as identified and indicated at the time the Series 2019A Bonds were issued;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the allocation and expenditure of funds in the amount not to exceed not to exceed \$200,000.00, from any unspent proceeds and investment earnings from the Series 2019A Bonds to complete capital improvements associated with the Rockpoint Bridge project, subject to final review and approval of the City Attorney; and

BE IT FURTHER RESOLVED that the Mayor, the Chief Administrative Officer, the Director of Finance, and the Assistant Director of Finance, are, and each one of them is, hereby authorized to execute and deliver such documents, records and certificates as to allocation and use of proceeds as advisable or necessary in connection with the Series 2019A Bonds or as may be recommended by Bond Counsel to the City.

City of Burlington Capital Program

CT Office | DPW | BPRW | I&T | BCA | CEDO | Public Safety



MEMORANDUM

To: Board of Finance & City Council

Fr: Ashley Parker, Capital Program Director

Cc: Katherine Schad, CAO
Darlene Bayko, Assistant Director of Finance
Stephen Donahue, Senior Accountant
Chapin Spencer, DPW Director
Cindi Wight, BPRW Director
Laura Wheelock, City Engineer
Caleb Manna, Associate Public Works Engineer
Sophie Sauvé, PLA, BPRW Comprehensive Planner

Re: Authorization to Reallocate Identified Bond Proceeds to the Rockpoint Bridge Project

Date: March 24, 2025

Purpose

The City's Capital Program Team seeks approval and authorization to reallocate \$200,000.00 of identified unused capital bond proceeds from bond Series 2019A. The identified funds make up part of the remaining balance for the Bike Path Phase 3A (Perkins to Barge Canal) Construction project. This amount is no longer needed to complete and closeout the project, therefore the funds are recommended for reallocation to the Rockpoint Bridge project.

Rockpoint Bridge Project Background

The Rockpoint Bridge project involves the replacement and realignment of this bridge, which is located along Rock Point Road and spans the Burlington Bike Path, which is located in a railroad right of way owned by the State. The City holds a lease with the State which grants the City rights to construct, maintain, and use the Burlington Bike Path within the railroad right of way. The Rockpoint Bridge originally was constructed to provide access across the railroad right of way, and now that it has reached its useful life and needs to be replaced, the City has previously agreed to provide a replacement.

The Rockpoint Bridge replacement project received approval by the City Council September 19, 2023, with construction beginning in April 2024. The project encountered unexpected underground conditions that significantly impacted construction. Variations in the bedrock profile and soil stability required a redesign of the bridge abutments and wingwalls to ensure structural integrity and erosion control. These unforeseen challenges led to construction delays, additional design efforts, and increased costs. As a result, work was paused, and a revised plan incorporating modular block walls and gabion baskets was developed. Construction is now scheduled to resume in spring 2025, with completion expected by early August.

Review of Proposed Bond Reallocation

In an attempt to identify capital funding sources to be reallocated to the Rockpoint Bridge Project, the Capital Team reviewed many older projects, reviewed all associated bond documentation and project schedules, and consulted with the City's Bond Counsel. The Rockpoint Bridge project was previously identified for funding in bond series 2019A. As this project is also supporting the City's Bike Path that runs underneath the bridge, it is notable that bond series 2019A also had identified the bike path for funding. The applicable series of bonds were issued for projects that were in furtherance of the City's Ten Year Capital Plan.

The total amount proposed to be reallocated from the Bike Path project utilizing funds from Bond Series 2019A is \$200,000, and is expected to be sufficient to close out the Rockpoint Bridge project. The remaining funds in the Bike Path project are no longer needed for the project and need to be spent now.

At its March 6, 2025 meeting, the City's Capital Committee reviewed and approved the reallocation of from the Bike Path Phase 3A (Perkins to Barge Canal) Construction project (\$200,000), pending Bond Counsel review and approval of the Board of Finance and City Council.

Next Steps

The Capital Program Team requests the Board of Finance and City Council authorize the reallocation of the funds identified in this memo for the Rockpoint Bridge Project. The Grants Team has looked through all available funding sources for alternative options, and has learned that this project will not be eligible for any grant funding due to the bridge not being open to the public. The recommended reallocation is the best option for supporting this project, and also helps utilize remaining bond funds from previous issuances that need to be spent this fiscal year.

The Board of Finance and City Council will also be asked to review and authorize a change order for the Rockpoint Bridge project. The materials provided for that request will provide additional project information, including an overall project budget.

Recommended Motions

For Board of Finance –

Move to approve and recommend that the City Council approve the attached resolution authorizing the Mayor's Office, Chief Administrative Officer, or the City's Assistant Director of Finance to execute the reallocation of the identified Series 2019A bond proceeds, not to exceed \$200,000.00, to complete capital improvements associated with the Rockpoint Bridge project, subject to final review and approval of the City Attorney's Office.

For City Council –

To adopt the attached resolution authorizing the Mayor's Office, Chief Administrative Officer, or the City's Banking and Cash Operations Manager to execute the reallocation of the identified Series 2019A bond proceeds, not to exceed \$200,000.00, to complete capital improvements associated with the Rockpoint Bridge project, subject to final review and approval of the City Attorney's Office.

10385607_2:12576-00007

Board of Finance and City Council Submission Checklist

Department: CT Office Submitter: Ashley Parker

Title/Subject: Authorization to Reallocate Identified Bond Proceeds to the Rockpoint Bridge Project

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	3/24/2025

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	3/18/2025	Katherine Schad
Mayor's Office informed and approved memo	Yes	3/18/2025	Erin Jacobsen
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	3/17/2025	Erik Ramakrishnan; Thomas Melloni
CAO has reviewed budget, financing, and memo	Yes	3/18/2025	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	N/A	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Motion Included in Memo; City Attorney's Office submitted Resolution
If for submission to Council, are sponsors identified?	Choose an item.	Click or tap here to enter text.

Resolution Relating to

**ALLOCATION OF BOND PROCEEDS FOR PUBLIC
IMPROVEMENTS – ROCKPOINT BRIDGE PROJECT**

RESOLUTION 6.17

Sponsor(s): Bd. of Finance

Introduced: 03/24/25

Referred to: _____

Action: adopted

Date: 03/24/25

Signed by Mayor: 03/27/25

CITY OF BURLINGTON

In the year Two Thousand Twenty-Five.....

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

1 That WHEREAS, at the special meeting held November 8, 2016, the voters of the City authorized the City
2 Council to issue general obligation bonds in a principal amount not to exceed Twenty-Seven Million, Five
3 Hundred Seventy-Three Thousand, Five Hundred Eight Dollars and 00/100 (\$27,573,508.00) for the purpose
4 of funding capital improvement infrastructure projects of the City and its departments in furtherance of the
5 City's Ten Year Capital Plan (the "November 2016 Bond Vote"); and

6 WHEREAS, pursuant to such November 2016 Bond Vote, City Charter Section 62, and City Council
7 authorizing resolutions, the City issued General Obligation Public Improvement Bonds, Series 2019A (the
8 "Series 2019A Bonds"); and

9 WHEREAS, the City has certain funds available from such bond issuances for which the City seeks to
10 allocate to the replacement and realignment of the Rockpoint Bridge project, which is located along Rock
11 Point Road and spans the Burlington Bike Path; and

12 WHEREAS, the Rockpoint Bridge project supports the City's bike path, which was specifically
13 identified as an important element of the City's infrastructure under the City's Ten Year Capital Plan and as
14 identified and indicated at the time the Series 2019A Bonds were issued;

15 NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the allocation and
16 expenditure of funds in the amount not to exceed not to exceed \$200,000.00, from any unspent proceeds and
17 investment earnings from the Series 2019A Bonds to complete capital improvements associated with the
18 Rockpoint Bridge project, subject to final review and approval of the City Attorney; and

19 BE IT FURTHER RESOLVED that the Mayor, the Chief Administrative Officer, the Director of
20 Finance, and the Assistant Director of Finance, are, and each one of them is, hereby authorized to execute and
21 deliver such documents, records and certificates as to allocation and use of proceeds as advisable or necessary
22 in connection with the Series 2019A Bonds or as may be recommended by Bond Counsel to the City.

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

DPW

ORIGINAL

RESOLUTION RELATING TO

Allocation Of Bond Proceeds For Public Improvements - Rock Point Bridge Project

.....

.....

Adopted by the City Council

March 24, 2025

[Signature] Clerk

Approved *[Signature]* March 27, 2025

..... Mayor

Attest:
[Signature]
Council and Licensing Coordinator
Lori Olberg

Vol. Page

* * * * *



City of Burlington
Department of Public Works

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

TO: Board of Finance & City Council

FROM: Laura Wheelock, P.E., City Engineer – Division Director Technical Services
Phillip Peterson, P.E., Senior Transportation Planner
Caleb Manna, Associate Public Works Engineer

CC: Chapin Spencer, Director of Public Works
Cindi Wight, Director of Parks, Recreation and Waterfront
Sophie Sauvé, PLA, BPRW Planning Division Director
Ashley Parker, Capital Program Director

DATE: March 24, 2025

RE: Rock Point Bridge – Authorization to Amend Construction Contract and
Proposed Budget Amendment

Request:

The Department of Public Works (DPW) and the Department of Parks, Recreation and Waterfront (BPRW) seek authorization from the Board of Finance and City Council to:

1. Affect all necessary budget amendments and transfers of funds from the sources identified in **Attachment A** as needed to amend the project budget in the amount of \$1,419,128.84 for the Rock Point Bridge Replacement Project, and to further authorize the use of an additional **\$200,000.00** in funds.
2. Amend a construction contract with Desroches Construction Services (DCS) in the amount of \$180,184.35, to increase the maximum limiting amount of the contract to \$1,164,315.35, and to amend the end term date to August 8th, 2025.

Background and Project Update:

The Rock Point Bridge project involves the replacement and realignment of the bridge, which is located along Rock Point Road and spans the Burlington Bike Path, which is located in a railroad right of way owned by the State. The Rock Point Bridge originally was constructed to provide access across the railroad right of way, and now that it has reached its useful life and needs to be replaced, the City has previously agreed to provide a replacement.

The City Council approved the construction contract and project budget at their September 18, 2023 meeting for replacement of the existing bridge.

The Rock Point Bridge replacement project, which began in April 2024, with an anticipated completion of summer 2024, encountered unexpected underground conditions that significantly impacted construction. Variations in the bedrock profile and soil stability required a redesign of the bridge abutments and wingwalls to ensure structural integrity and erosion control. These unforeseen challenges led to construction delays, additional design efforts, and increased costs. As a result, work was paused, and a revised plan incorporating modular block walls and gabion baskets was developed. Construction is now scheduled to resume in spring 2025, with completion expected by early August 2025.

The City continues to coordinate with project stakeholders, including BPRW, Rock Point Diocese, BSD, and DPW, to ensure successful project completion.

Contract and Amendment:

In September of 2023, the City and Desroches Construction Services (DCS) executed a construction contract in the amount of \$984,131.00 to replace the existing bridge at Rock Point. Due to delays in the project, material and labor costs from time of bid have increased between 5-10%. The increased unit costs will only be applicable to the remaining and adjusted quantities required to complete the project in 2025. The contract amendment in the amount of \$180,184.35 is required to allocate additional funding to address the additional scope of work and costs associated with the remaining work.

The maximum limiting amount to the contract will be amended to \$1,164,315.35. This amendment is also required to adjust the term date of the agreement to August 8th of 2025.

Funding for Project:

This project is funded 100% locally through the Capital Improvement Program (CIP). In March of 2025, DPW brought forward to the Capital Committee a request for additional funding to compensate for additional cost and added scope of work to the contract. In an attempt to identify capital funding sources to be reallocated to the project, the Capital Team reviewed many older projects, reviewed associated bond documentation and project schedules, and consulted with the City's Bond Counsel. Unused funds from Bond Series 2019A were found in the project budget for the Bike Path Phase 3A. BPRW no longer needs these funds to complete the Bike Path project, and as the Rock Point Bridge Project was also identified for funding through this Bond Series, the Capital Program Director recommended these funds be reallocated to support the Rock Point Bridge.

The City's Capital Committee reviewed this reallocation request at its March 6, 2025, meeting. It approved the request pending Bond Counsel review and approval of the Board of Finance and City Council. Bond Counsel has also reviewed this request, and provided a Reallocation Resolution as part of the Capital Program Director's Board of Finance/City Council request.

The initial project authorization of \$1,219,128.51 was approved at the City Council meeting on September 28, 2023. With Capital Committee support and approval of the additional \$200,000 for the Rock Point Bridge project, the Department of Public Works is requesting authorization of the amended budget for a total project budget of \$1,419,128.84

funded with the Bond Series 2019A proceeds noted above. A portion of this budget includes a contingency to account for unforeseen costs that may arise during project execution.

Thank you for your consideration of these requests. If you have any questions, please feel free to contact Caleb Manna (cmanna@burlingtonvt.gov, 802-503-2358), or Laura Wheelock (Lwheelock@burlingtonvt.gov, 802-338-2125).

Attachments:

A. Rock Point Bridge Funding Breakdown

Motions:

Board of Finance Action Items:

1. To approve and recommend that the City Council authorize the Chief Administrative Officer, or their designee, to affect all necessary budget amendments to amend the project budget to total \$1,419,128.84 for the Rock Point Bridge Replacement Project.
2. To approve and recommend that the City Council authorize the Director of Parks, Recreation and Waterfront (BPRW), or their designee, to amend an existing construction contract with Desroches Construction Services in the new maximum limiting amount of \$1,164,315.35

City Council Action Items:

1. To authorize the Chief Administrative Officer, or their designee, to affect all necessary budget amendments to amend the project budget to total of \$1,419,128.84 for the Rock Point Bridge Replacement Project.
2. To authorize the Director of Parks, Recreation and Waterfront (BPRW), or their designee, to amend an existing construction contract with Desroches Construction Services in the new maximum limiting amount of \$1,164,315.35.

NW Project Name	842 Bridge Infrastructure - Rockpoint Bridge							
Project Manager:	Caleb Manna							
Last Updated:	14-Mar-25							
N/W Account Code:	842-19-700-772							
Description:	Rockpoint Bridge Replacement							
FUNDING SOURCES:								
CIP - FY19/FY20 funding	Fund 709	\$ 62,628.53						
CIP - FY21/FY22 funding	(800 Bond Proceeds, 2021, Annual CIP)	\$ 45,000.00						
CIP - FY21/FY22 funding	(800 Bond Proceeds, 2019, 10.5 million)	\$ 19,365.33						
FY 24 budget cycle	FY23 GO Bond Premiums	\$ 417,000.00						
Shelburne Roundabout	2019A	\$250,000.00						
Shelburne Roundabout	2018A	\$200,000.00						
BP 3A South - Construction	2019A	\$30,835.00						
Bike Path - BP Realignment-Const	2019A	\$48,423.67						
Other Capital - City Hall Park	FY20 Bond Premiums	\$68,901.93						
Washington Berry Street, Const Contr	FY20 Bond Premiums	\$34,361.72						
ROW DPW North Ave EA Pwy	FY17 Bond (\$8M)	\$11,697.51						
Interdepartmental Project, Lavalley Ln	FY19 Bond Premium	\$15,915.15						
Interdepartmental Project, Lavalley Ln	FY18 Bond (\$9M)	\$15,000.00						
FY25 Reallocation Bike Path Bond Funds	2019A	\$200,000.00						
Total Funding Sources:		\$1,419,128.84						
		\$1,419,128.84						
Project Budget Expenses:	Line Item	Total Expense						
	Professional and Consulting Services -Concept/Rating FY19	\$ 25,429.67						
	Professional and Consulting Services -100% Design	\$ 95,000.00						
	Professional and Consulting Services - Design Contingency	\$ -						
	Force Account - design	\$ 26,955.02						
		\$ -						
	Construction Contractual - Contractor	\$ 984,131.00						
	Change Orders 1-3	\$ 180,184.36						
	Contingency for Construction	\$ 70,000.00						
	Construction Contractual - RE Services - DPW Engineering fy25 to date	\$ 13,073.00						
	Construction Contractual - RE Services - DPW Engineering thru completion	\$ 12,350.00						
	Construction Contractual - RE Services - contingency	\$ -						
	Total	\$ 1,407,123.05	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Board of Finance and City Council Submission ChecklistDepartment: Department of Public Works Submitter: Caleb MannaTitle/Subject: Rock Point Bridge Contract and Budget Amendment

	Approval:	Meeting Date:
☒	Board of Finance	3/24/2025
☒	City Council	3/24/2025
☐	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	3/17/25	Chapin Spencer
Mayor's Office informed and approved memo	Yes	3/19/2025	Erin Jacobson
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	3/17/2025	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	3/18/2025	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

Lori Olberg

From: ANR - ENB Administrator <ANR.ENBAdministrator@vermont.gov>
Sent: Thursday, March 6, 2025 5:22 PM
To: burlingtontownclerk
Subject: Vermont Environmental Notice Bulletin Stakeholder Update by Location

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

You are receiving this message because you have been signed up to receive email notifications via the Vermont Agency of Natural Resources' Environmental Notice Bulletin (ENB). These notifications are intended to inform you of environmental activities relevant to your town or organization based on location or activity type.

Below are current activities for which you have been signed up to receive notifications. To view the details of these activities please [visit the ENB](#). When one or more activities that match your specific criteria is posted to ENB, you will receive a single email notification compiling the information. If you have been signed up to receive updates step-by-step throughout the review process for these activities the updates will appear in the second half of the email.

To modify the subscription, please contact the staff person listed on the individual activity page or the ENB Administrator at anr.enbadministrator@vermont.gov.

Regards,
ENB Support
Vermont Agency of Natural Resources

New Activities

Activity Type	Activity/Project Name	Permit # / ID	Applicant	Town	Status
Approval to Sell Bottled Water in Vermont	VT0020811 - BLUETRITON BRANDS INC HOLLIS ME	20811-22.0	BLUETRITON BRANDS INC.	Statewide	Final Decision Reached - Appeal Period

FOR INFORMATION ONLY

Lori Olberg

From: The Vermont Department of Housing and Community Development
<accd.dhcd@vermont.gov>
Sent: Friday, March 7, 2025 10:15 AM
To: Lori Olberg
Subject: New Housing Data, Grant Opportunities, Celebrating History

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

AGENCY OF COMMERCE AND COMMUNITY DEVELOPMENT

[View this email in your browser.](#)

Department of Housing and Community Development
MARCH 2025



COMMENTS FROM THE COMMISSIONER

Greetings, everyone.

The month of March represents a significant milestone in the Vermont legislative process. In the middle of March, the legislature sets a target for a procedural step known as 'crossover'; the date by which bills introduced in one chamber need to pass through that chamber and be sent over to the other chamber (from the House to the Senate or vice-versa) if they are to become law this year. Here's why that matters: the bills that "make it through crossover" signal the priorities of the legislature, and it gives everyone a chance to narrow their focus to that smaller number of bills.

It is crucial that Vermonters make it known to their legislators that housing is still a top priority, and that we need to make our systems equitable for even the smallest Vermont town. To achieve this, we need to make smart investments in housing and those investments must be paired with regulatory reform so we can have the impact we need. Investments alone without improvements to our regulatory system would be a poor use of taxpayer funds and will not meet our housing needs.

We can continue to make progress on housing in Vermont if we are all willing to be bold and push beyond our comfort zones. If we push hard enough and long

FOR INFORMATION ONLY

Lori Olberg

From: ANR - ENB Administrator <ANR.ENBAdministrator@vermont.gov>
Sent: Friday, March 7, 2025 5:19 PM
To: burlingtontownclerk
Subject: Vermont Environmental Notice Bulletin Stakeholder Update by Location

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For complete information,
 please visit the
 City Clerk's Office

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Regards,
 ENB Support
 Vermont Agency of Natural Resources

New Activities

Activity Type	Activity/Project Name	Permit # / ID	Applicant	Town	Status
Category 1 Underground Storage Tank - Operating/Renewal	Burlington Harbor Marina LLC	3147-18392	Burlington Harbor Marina LLC	Burlington	Draft Decision - Public Comment Period

Changes to Activities I'm Following

Activity Type	Activity/Project Name	Permit # / ID	Applicant	Town	Most Recent Update	Date	Status
Category 1 Underground Storage Tank - Operating/Renewal	Burlington Harbor Marina LLC	3147-18392	Burlington Harbor Marina LLC	Burlington	A draft decision for this activity has been reached and may be reviewed by visiting the ENB. Comments may be submitted through the ENB when the public comment period is open.	2025-03-06	Draft Decision - Public Comment Period

Lori Olberg

From: Brackin, Stephanie <Stephanie.Brackin@vermont.gov>
Sent: Tuesday, March 11, 2025 2:45 PM
Subject: DEC Press Release: Flood Safety Awareness Week, Understanding Floodplains and Your Flood Risk

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PRESS RELEASE

For Immediate Release - March 11, 2025

FOR IMMEDIATE RELEASE
MARCH 11, 2025
CONTACT THE CITY CLERK'S OFFICE

Media Contact:

Ned Swanberg, Regional Floodplain Manager
Department of Environmental Conservation
802-490-6160, Ned.Swanberg@Vermont.gov

**Vermont DEC Recognizes Flood Safety Awareness Week:
Understanding Floodplains and Your Flood Risk**

Montpelier, Vt. – From March 10 to March 16, the Department of Environmental Conservation (DEC) recognizes Flood Safety Awareness Week. With recent major flood events and spring flood season underway, DEC wants to remind Vermonters about the benefits of floodplain protection and how to protect yourself if your property is at risk of flooding.

"Flood Safety Awareness Week is our yearly reminder to put safety first and remember the functions and values of Vermont's floodplains," said DEC Commissioner Jason Batchelder. "These vital areas protect our friends, families, and properties by slowing down water, serving as the brakes on our rivers."

Most streams fill with spring rains and snowmelt every year or two. As they spill over onto floodplains, small frequent floods offer many benefits from clean water to wildlife habitat. The sounds of wood frogs, spring peepers, and red-winged blackbirds fill the air while geese graze on nearby fields. Silt and nutrients help build nearby soils instead of polluting downstream lakes.

"Floodplains not only help Vermonters by reducing the impact and costs of powerfully erosive high water," said Batchelder, "but they are also critical for clean water, capturing sediment and phosphorus and keeping our rivers and lakes swimmable."

For Vermonters that live in the path of possible floods or near a floodplain, we recommend taking proactive steps to protect yourself and your property.

- Find out if your property is in a Special Flood Hazard Area by viewing the [Vermont Flood Ready Atlas](#) or visiting the Federal Emergency Management Agency's (FEMA) [Flood Map Service Center](#).
- Work with a homeowner's insurance agent to get flood insurance. Adequate flood insurance is essential to recover after flood damage.
- Check with your town about their participation in the National Flood Insurance Program.

Lori Olberg

From: VLCT News <info@vlct.org>
Sent: Tuesday, March 11, 2025 3:17 PM
To: Lori Olberg
Subject: Follow-Up RE: New Officials, Public Safety Communications, ARPA Reporting, and more

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Some officials must take certain steps within specific timeframes. Refer to our Municipal Assistance Center's webpage and related links for full information.

Announcements & Updates

Has Your Municipality Updated its Officials' Contact Info with VLCT?

Many members have yet to act on the 3/5 email from Ted Brady seeking updates – simply for the offices that could have changed on Town Meeting Day. Thank you if you already did this!

Study the Draft Public Safety Communications Report

The legislature seeks municipal input to help inform a future statewide dispatch plan. Providing feedback on this draft is a key step in the legislative process.

Consider Applying for Congressionally Directed Spending – Soon

On our News page, find information from Vermont's members of the U.S. Congress about how to submit your municipal project to be considered for what used to be called earmark spending.

Complete Your Annual Municipal Roads General Permit Checkup

Check for overdue fees and reports, verify compliance status, report upgraded road segments, and find available grants.

ARPA: Need Help Completing Your April 2025 Reporting?

This webpage has many helpful links.

New Resources

Selectboard Onboarding and Organizing with Kathleen Ramsay

The first meeting of the selectboard after town meeting must include electing a chairperson and carrying out several other important pieces of town business.

What If Your Municipality Fails to Elect an Officer?

FOR INFORMATION ONLY

Lori Olberg

From: ANR - ENB Administrator <ANR.ENBAdministrator@vermont.gov>
Sent: Tuesday, March 11, 2025 5:18 PM
To: burlingtontownclerk
Subject: Vermont Environmental Notice Bulletin Stakeholder Update by Location

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Regards,
 ENB Support
 Vermont Agency of Natural Resources

New Activities

Activity Type	Activity/Project Name	Permit # / ID	Applicant	Town	Status
Stormwater General Permit 3-9020 (CGP) for Low Risk Projects: Notice of Intent	Trinity Bike Racks	6684-9020.12	University of Vermont and State Agricultural College	Burlington	In Review

Changes to Activities I'm Following

Activity Type	Activity/Project Name	Permit # / ID	Applicant	Town	Most Recent Update	Date	Status
Wetlands General Permit	Wetlands General Permit 3-9026			Statewide	A final action for this activity has been reached and may be reviewed by visiting the ENB. The appeal period is open for 30 days following the final decision date. The administrative record set for this	2025-03-11	Final Decision Reached - Appeal Period

From: ANR - ENB Administrator <ANR.ENBAdministrator@vermont.gov>
Sent: Thursday, March 13, 2025 5:16 PM
To: burlingtontownclerk
Subject: Vermont Environmental Notice Bulletin Stakeholder Update by Location

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Regards,
ENB Support
Vermont Agency of Natural Resources

New Activities

Activity Type	Activity/Project Name	Permit # / ID	Applicant	Town	Status
General Water Main Construction Authorization	City Place Phase 1	C-3480-25.2	BURLINGTON DEPT OF PUBLIC WORKS*; CITY PLACE PARTNERS, LLC.	Burlington	Draft Decision - Public Comment Period
General Water Main Construction Authorization	City Place Phase 1	C-3480-25.2	BURLINGTON DEPT OF PUBLIC WORKS*; CITY PLACE PARTNERS, LLC.	Burlington	Draft Decision - Public Comment Period

FOR INFORMATION ONLY

Lori Olberg

From: SOS - Local Records <SOS.LocalRecords@vermont.gov>
Sent: Friday, March 14, 2025 9:04 AM
Cc: Onuf, Rachel; Ashley, Lori; Cadwalader, Jane
Subject: The Vermont Local Records Program Monthly Newsletter March 2025

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additional text, please
contact the City Clerk's Office



Vermont State Archives and Records Administration
Office of Secretary of State

A Monthly Newsletter for Municipal Clerks and Treasurers

March 2025

Vermont Local Records Program (VLRP)

Denise Groll is thrilled to be a part of the VSARA team serving as the Vermont Local Records Coordinator. Joining the team in December of 2024, Denise, a native of Essex, has spent the last five years in Georgia state as a public services librarian and as the registrar of Lamar County Georgia Elections. Through these roles, she was able to fulfil her goals of assisting with social justice issues that impact her community.

Denise is excited to assist local town officials with their record management needs. As the local records coordinator, Denise will provide local governments with the tools and skillset to manage their public records. Services include site visits and consultations, guidance with records inventory, and establishing records management policy and retention plans.

Denise will be working to provide in-person and virtual trainings to create a greater understanding of the VT State Archivist-approved record schedules and how to apply them to public records the municipal offices maintain. Denise says, "By building on the foundation of the already strong community within our local governments, my vision for the VLRP is to create a dynamic program that

Lori Olberg

From: VLCT Weekly Legislative Report <info@vlct.org>
Sent: Monday, March 17, 2025 4:38 PM
To: Lori Olberg
Subject: March 17, 2025

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Last week was Crossover Week, the deadline for all policy bills to be reported out of the last committee of reference within each legislative chamber. This issue of the *Weekly Legislative Report* provides updates on the House Omnibus Housing bill (H.479), the Flood Recovery bill (H.397), 3-Acre reform, reappraisal, the Budget Adjustment Act, and more.

As always, please stay in touch. We want to hear your ideas, feedback, and concerns.

[Read the Weekly Legislative Report](#)



Advocacy Chat

Be sure to join us, **Monday, March 24 at 1 PM** for our next Advocacy Chat.

[Register now!](#)

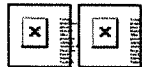
Chats occur every other Monday. We rely on hearing your ideas and concerns as the session progresses. You can view previous Advocacy Chats on our website.

[This week at VLCT](#)
>>>

[UPDATED Town Clerk's Handbook](#)

[Are VLCT Contacts Updated Yet?](#)

[Selectboard Essentials on 3/22](#)



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Vt. League of Cities & Towns | 89 Main St. Suite 4 | Montpelier, VT 05602 US

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Lori Olberg

From: ANR - ENB Administrator <ANR.ENBAdministrator@vermont.gov>
Sent: Tuesday, March 18, 2025 5:14 PM
To: burlingtontownclerk
Subject: Vermont Environmental Notice Bulletin Stakeholder Update by Location

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Regards,
 ENB Support
 Vermont Agency of Natural Resources

Changes to Activities I'm Following

Activity Type	Activity/Project Name	Permit # / ID	Applicant	Town	Most Recent Update	Date	Status
Stormwater General Permit 3-9020 (CGP) for Low Risk Projects: Notice of Intent	Trinity Bike Racks	6684-9020.12	University of Vermont and State Agricultural College	Burlington	A draft decision for this activity has been reached and may be reviewed by visiting the ENB. Comments may be submitted through the ENB when the public comment period is open. The Department is now accepting public comments with regard to this activity. Please visit the ENB if you would like to submit a comment.	2025-03-18	Draft Decision - Public Comment Period



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 and City Council
From: Katherine Schad, Chief Administrative Officer
Date: March 24, 2025
Subject: Reclassification of Associate City Clerk

Executive Summary

We propose reclassifying the Associate City Clerk position in the Clerk/Treasurer's Office as summarized below. This change is primarily to shift responsibility for overseeing the day-to-day tasks of the team of four Customer Service Associates. The position will remain a Regular, Full-time, Non-Exempt, AFSCME position and is now a Grade 17.

Background

Historically the Customer Service Associate positions in the Clerk/Treasurer's Office have been supervised by the Assistant City Clerk. In December 2021, however, as part of a larger CT reorganization, the Operations Manager was put in charge of the Customer Service Associates. One of the goals of that change was to develop policies, manuals, and standard operating procedures for the wide variety of tasks that the front desk staff of the Clerk Treasurer's office is responsible for and to ensure that all associates receive standard training and provide consistent, high-quality services. That goal has now been achieved and this change is requested primarily in order to help the City to improve revenue collections.

Currently the Operations Manager splits their time between overseeing the day-to-day tasks of the Customer Service Team and collecting the City's largest sources of revenues - property taxes, gross receipts, local option taxes, franchise fees, and payment in lieu of taxes/fees for services. By turning over the responsibility for overseeing the Customer Service Team to the Associate City Clerk, the Operations Manager will be able to increase collections for the City and improve communications and the overall experience for residents regarding property taxes.

The Associate City Clerk will communicate and monitor priorities and workload with customer service staff to verify all deadlines and objectives are met. They will also train, mentor, and develop team members to ensure they have the necessary competencies to perform. The Associate City Clerk will be supported by the Assistant City Clerk who will be the direct supervisor for the Customer Service Associates and will set priorities and plan workload to meet deadlines and achieve department objectives.

Financial Impact

Current Grade	Current Salary	New Grade	New Salary	Difference
16	\$67,540	17	\$71,815	\$4,275

The reclassification will result in an estimated annual salary increase of \$4,275. This additional cost will be offset by increased revenue, ensuring no budgetary impact.

Motions

Board of Finance Motion:

- To approve and recommend that the City Council approve and authorize the reclassification of the Associate City Clerk, a Regular, Full-time, Non-Exempt, AFSCME, Grade 16 position to a Regular, Full-time, Non-Exempt, AFSCME, Grade 17 position.

City Council Motion:

- To approve the reclassification of the Associate City Clerk, a Regular, Full-time, Non-Exempt, AFSCME, Grade 16 position to a Regular, Full-time, Non-Exempt, AFSCME, Grade 17 position.

City of Burlington Job Description

Position Title: Associate City Clerk

Department: Clerk/Treasurer's Office

Reports to: Assistant City Clerk

Pay Grade: 16

Job Code: TBD

Exempt/Non-Exempt: Non-Exempt

Union: AFSCME

Remote Work Rating: Tier 2

General Purpose: This position is responsible for achieving all Clerk/Treasurer's office requirements ~~related to~~including vehicle for hire licensing, voter registration, general office administration, ~~and~~ election support, and overseeing the day-to-day taskwork of the customer service team. ~~Secondarily, this position also has the responsibility of serving as the Presiding Officer of Elections and providing support to the customer service team as needed.~~

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.)

- Oversees all non-airport taxi licensing related issues and processes license requests. Receives taxi complaints and assists in preparation of materials for regulatory committee and board adjudication.
- Serves as staff support to the Taxi Licensing Board and any of its committees. Prepares all related meeting agendas. Records, transcribes, and distributes meeting minutes.
- Processes voter registration applications.
- Serves as back-up staff support to the Board for Registration of Voters.
- Assists in all processes related to absentee ballots including taking requests, sending and receiving ballots, preparing reports, filing and proofreading ballot filing. Serves as staff support for absentee ballot processing sessions before Election Day.
- Assists in preparing and proof reading election calendars, legal notices and ballots. ~~h~~
- Assists in verifying candidate and ballot question petitions.
- Assists in administering all aspects of elections including but not limited to: scheduling, staffing needs (recruitment, training, and compensation of election workers), appointing officials, ballot preparation, reserving polling places, assuring proper signage and public warnings, equipment and supplies (order, test, and organize), certification of results, etc.
- Assists in setup and inspections of polling places prior to elections and providing support to polling places on Election Day.
- ~~Assists in preparing and reporting election results.~~
- Oversee day-to-day tasks and workflowwork of Customer Service Associates ensuring that the Clerk/Treasurer's Office front desk is fully staffed and functions well with

consistent delivery of services to the public.:

- Communicate and monitor priorities and workload with customer service staff to verify all deadlines and objectives are met.
- Train, mentor, and develop team members to ensure they have the necessary competencies to perform. This includes leveraging the strengths of team members, helping clarify roles and responsibilities and identifying training needs in order to maximize staff potential.
- Assist in the recording, indexing, retention, restoration, safeguarding, and storage of vital records, including vital statistics, land records, election records, and other official City government records in accordance with State laws.
- Oversee general office management including coordinating department records storage, processing mail, and ordering office supplies.
- Schedules Contois Auditorium and City Hall meeting spaces as needed. Coordinates security and door programming and HVAC programming for after-hours meetings.
- Serves as Presiding Officer of Elections in the Assistant City Clerk's absence.
- Serve as back-up Customer Service Associate as necessary.
- Researches, compiles and organizes information for use by supervisor, other departments and outside agencies.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Associate's degree and two years similar experience, preferably in public sector clerk's office required.
- Additional experience may be substituted for a degree requirement on a two-for-one year basis.
- Election experience strongly preferred.
- Knowledge of office practices and procedures, including filing systems, mathematics, report and letter writing.
- Ability to establish and maintain positive relations with co-workers, supervisor, staff, public officials, election volunteers, general public and other departments.
- Ability to appropriately deal with stress such that it does not interfere with performing job duties and functions.
- 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.
- Ability to operate in a Windows based operating environment using Microsoft Office products for word-processing, spreadsheets and database software required.
- Ability to independently 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 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 work 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.

- x seeing	- x ability to move distances within warehouses and offices
— color perception (red, green, amber)	- x lifting (specify 25 pounds)
- x hearing/listening	- x carrying (specify 25 pounds)
- x clear speech	- x climbing
- x touching	- x driving
- x dexterity x hand x finger	— ability to mount and dismount forklift
— reading basic	- x pushing/pulling
- x reading complex	— shift work
— math skills basic	— moving objects
- x math skills complex	— pressurized equipment
— writing basic	— extreme heat
- x writing complex	— extreme cold
- x analysis/comprehension	— high places
- x judgment/decision making	— noise
- x clerical	— fumes/odors
- x inside	- x dirt/dust
— outside	— hazardous materials
- x works alone	- x electrical equipment
- x works with others	— mechanical equipment
- x face to face contact	
- x verbal contact w/others	

<u>-</u>	<u>Task/Skill/ Ability</u>	<u>Frequency</u>	<u>-</u>	<u>Task/Skill/ Ability</u>	<u>Frequency</u>
<u>X</u>	<u>Seeing</u>	<u>Constant</u>	<u>-</u>	<u>Ability to lift and Carry, push or pull</u>	<u>-</u>
<u>X</u>	<u>Color perception (red, green, amber)</u>	<u>Constant</u>	<u>-</u>	<u>0 – 5</u>	<u>Frequent</u>
<u>X</u>	<u>Hearing/listening</u>	<u>Constant</u>	<u>-</u>	<u>5 -10lbs</u>	<u>Occasional</u>

Formatted Table

<u>X</u>	<u>Clear speech</u>	<u>Constant</u>	<u>-</u>	<u>X</u>	<u>10 - 25lbs</u>	<u>Occasional</u>
<u>X</u>	<u>Touch/ Dexterity -</u>	<u>Constant</u>	<u>-</u>	<u>-</u>	<u>25 - 50lbs</u>	<u>-</u>
<u>X</u>	<u>Hand</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>50 - 75lbs</u>	<u>-</u>
<u>X</u>	<u>Finger</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>75+ lbs</u>	<u>-</u>
<u>X</u>	<u>Reading -</u>	<u>-</u>	<u>-</u>	<u>X</u>	<u>Analysis/ Comprehension</u>	<u>Constant</u>
<u>-</u>	<u>Simple</u>	<u>-</u>	<u>-</u>	<u>X</u>	<u>Judgment/ decision making</u>	<u>Constant</u>
<u>-</u>	<u>Basic</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>Utilization of pressurized equipment</u>	<u>-</u>
<u>X</u>	<u>Complex</u>	<u>Frequent</u>	<u>-</u>	<u>-</u>	<u>Moving objects</u>	<u>-</u>
<u>X</u>	<u>Writing -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>high places</u>	<u>-</u>
<u>-</u>	<u>Simple</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>fumes/odors</u>	<u>-</u>
<u>-</u>	<u>Basic</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>hazardous materials</u>	<u>-</u>
<u>X</u>	<u>Complex</u>	<u>Frequent</u>	<u>-</u>	<u>X</u>	<u>dirt/dust</u>	<u>Occasional</u>
<u>-</u>	<u>Mathematics</u>	<u>-</u>	<u>-</u>	<u>X</u>	<u>Vehicle/equipment operation</u>	<u>Occasional</u>
<u>-</u>	<u>Simple</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>-</u>	<u>Basic</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>X</u>	<u>Complex</u>	<u>Frequent</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>X</u>	<u>Walk or move over distances under own power</u>	<u>Frequent</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>X</u>	<u>within offices/ building or even terrain)</u>	<u>Constant</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>X</u>	<u>outdoors or uneven terrain</u>	<u>Occasional</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>X</u>	<u>Work alone, under minimal supervision</u>	<u>Frequent</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>X</u>	<u>Work directly and indirectly with others</u>	<u>Frequent</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>X</u>	<u>Verbal contact with others</u>	<u>Constant</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>X</u>	<u>Face-to-face contact</u>	<u>Frequent</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>-</u>	<u>Work outdoors in -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>-</u>	<u>extreme heat</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>-</u>	<u>extreme cold</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>-</u>	<u>other adverse weather conditions</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

<u>Never</u>	<u>Occasional</u>	<u>Frequent</u>	<u>Constant</u>
<u>0%</u>	<u>1-33%</u>	<u>34-66%</u>	<u>67-100%</u>
<u>0%</u>	<u>equal or less than 2.6 hours</u>	<u>2.7 -5.2 hours</u>	<u>equal or greater than 5.3 Hours</u>
<u>* all times and %s are based on a the assumption of an 8 hour shift schedule</u>			

Formatted Table

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:

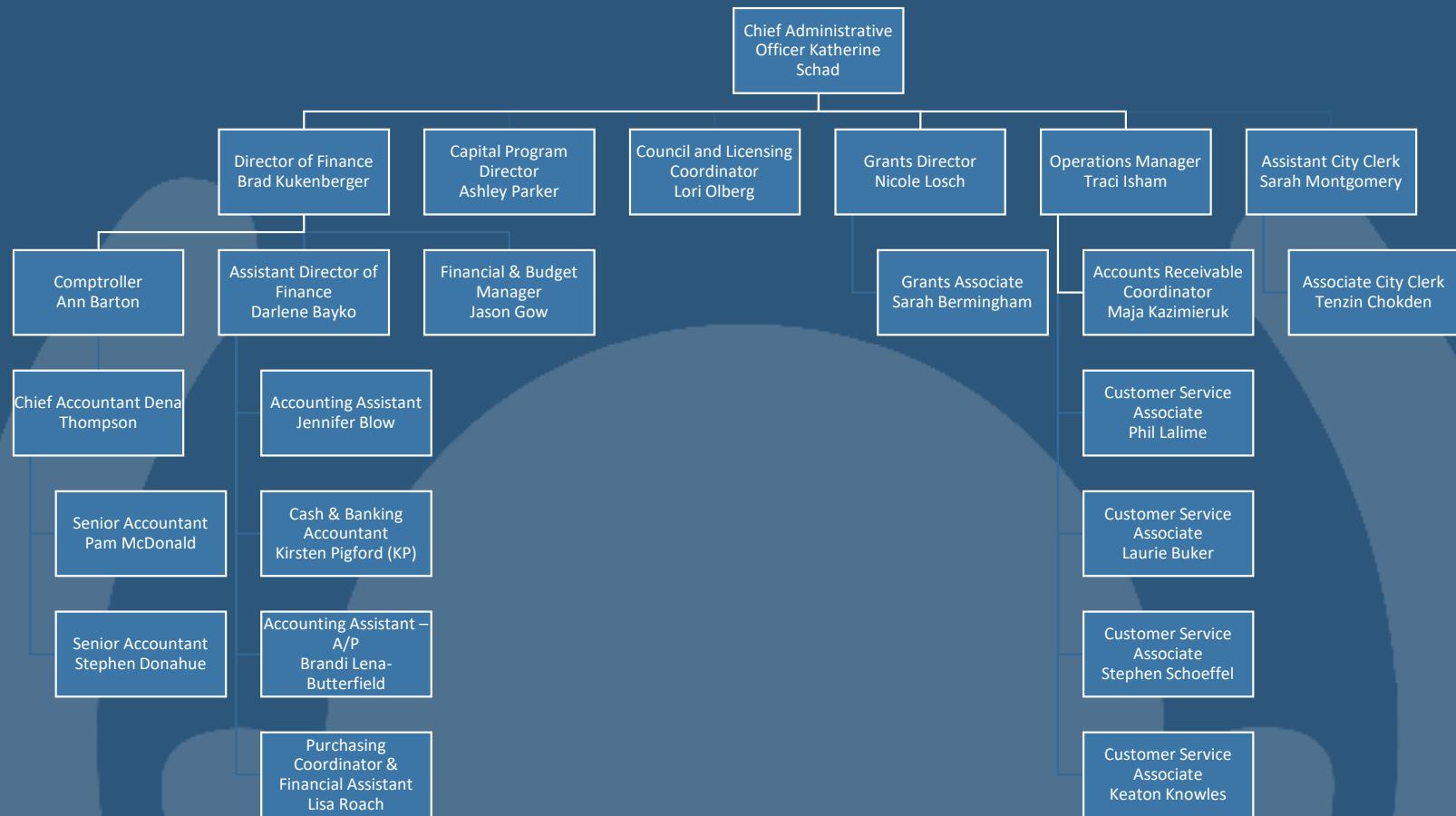
Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Created August 2021
Revised October 2022
Revised January 2023 with Remote Work Rating
Revised March 2025

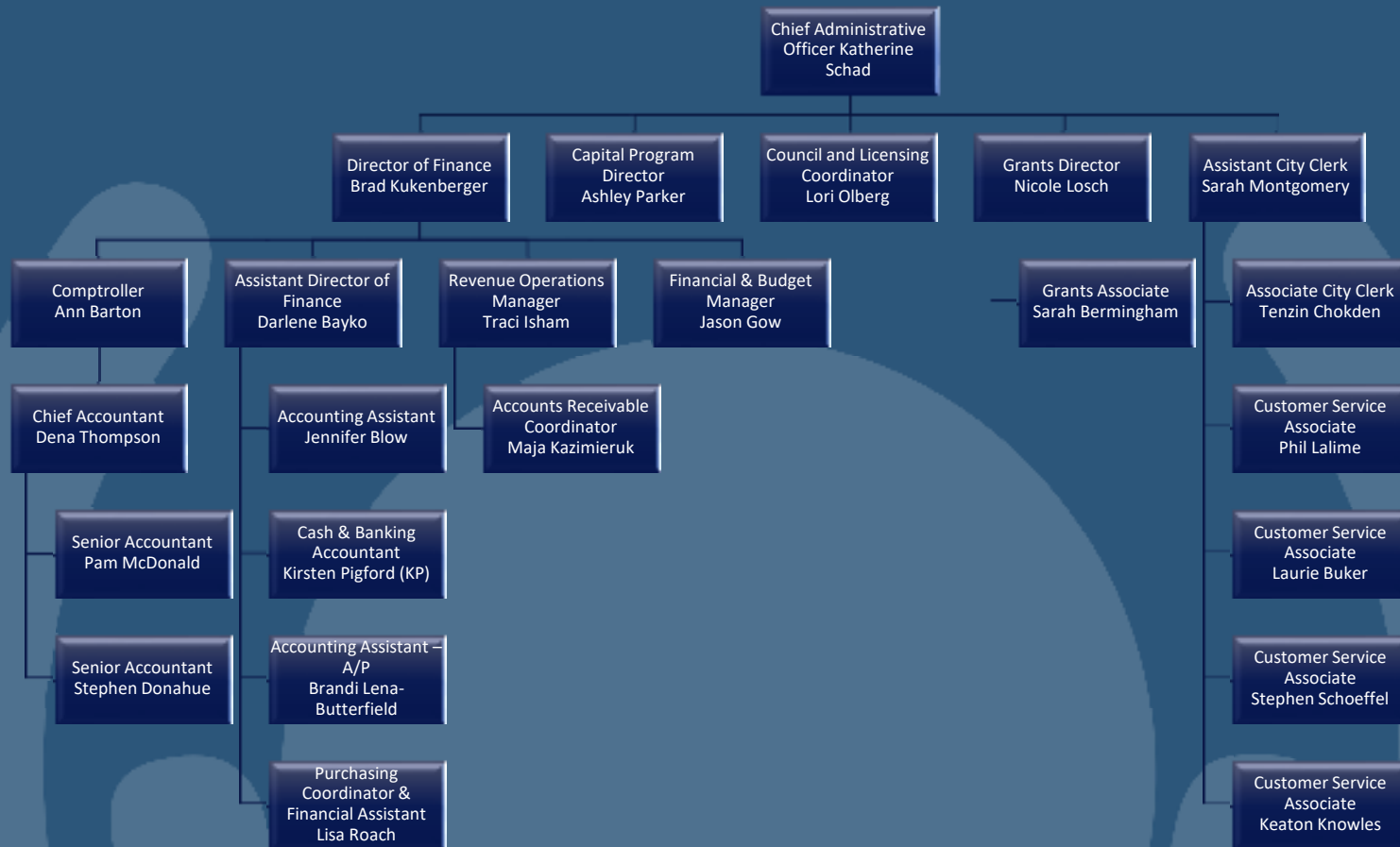
CLERK TREASURER'S OFFICE ORGANIZATIONAL CHART

FEBRUARY 2025



CLERK TREASURER'S OFFICE ORGANIZATIONAL CHART

MARCH 2025





MEMORANDUM

To: Burlington Community Development Corporation Board of Directors
Burlington City Council

From: Chapin Spencer, DPW Director
Brian Pine, Director, Community & Economic Development Office
Jackie Esperti, DPW Division Director, Parking and Traffic

Date: March 24, 2025

Re: **Westlake Area Condominium Association Appointments**

This memorandum seeks the approval of the City Council and the Burlington Community Development Corporation (BCDC) to appoint municipal representatives to the Westlake Area Condominium Association (WACA) Board of Directors as follows:

- The Division Director of Parking and Traffic in the Department of Public Works, or their designee, is proposed to be appointed as the City representative
- The Director of the Community & Economic Development Office, or their designee, is proposed to be appointed as the BCDC representative

Background

In 2005 a portion of the City's urban renewal lands generally located along Battery Street between Cherry Street on the north and the Hilton Hotel on the South remained in City ownership. Desiring those lands to be developed, the City created the Westlake Area Condominium (the "Master Condominium"). Working through the Burlington Community Development Corporation (BCDC) and with various private developers, the area was developed into what today includes the Marriot Hotel, Hotel Vermont, the Westlake Residential Condominium (the "Residential Condominium") and two parking garages behind those buildings.

The City's condo declaration created five condo units, units A through E. Unit C was further divided into three sub-units C-1 through C-3. Today those units are occupied as follows:

- Unit A – Hotel Vermont
- Unit B – the City-owned Lakeview garage, the northern half of the Downtown Garage.
- Unit C – the parking garage behind the Residential Condo and the Marriot

- o Unit C-1 – Lowest level parking owned by BCDC and leased to a private entity, Westlake Garage LLC which sub-leases it to the residential condominium
- o Unit C-2 – The second level parking, owned and operated by the City
- o Unit C-3 – The top-level courtyard off of Cherry Street, owned by the Marriot Hotel group
- Unit D – Marriot Hotel
- Unit E – Westlake Residential Condominium

The City's master condo declaration created the Westlake Area Condominium Association (WACA) to manage the affairs of the Master Condominium. WACA, while existing as a legal entity, has never actively operated nor as far as I can tell has it ever officially held a meeting. It seems that in the past this was not a particular concern. In recent years, however, maintenance of various common facilities of the Master Condominium has needed to be addressed and the need to activate WACA has become apparent.

WACA's responsibilities under the Master Declaration and Bylaws are quite narrow. Nonetheless, since 2020 there have been several informal meetings of representatives of the various parties, and it has been generally agreed that WACA could be a forum to pro-actively address maintenance and operational concerns of the various parties.

Under the terms of the Master Declaration, the Unit Owners select the Board of Directors of the association. Exhibit B of the Master Declaration sets forth the voting rights for WACA as shown in the following table. The City and BCDC combined have 2.5 votes. The hotels (under related ownership) jointly have 2.5 votes and the residential condominium has 1 vote. Because it is a lessee and not an owner, Westlake Parking LLC has zero votes. But because of its substantial leasehold interest it has been participating in the meetings.

Unit	Owner (informal names)	Voting Interest
Unit A	Hotel Vermont	1 vote
Unit B	City (Lakeview Garage)	1.5 votes
Unit C-1	Burlington Community Development Corporation (BCDC), leased to Westlake Parking LLC, sub-leased to Westlake Residential Condominiums	0.5 vote
Unit C-2	City	0.5 vote
Unit C-3	Marriott (top level of garage)	0.5 vote
Unit D	Marriott	1 vote
Unit E	Westlake Residential Condominiums	1 vote

Each owner must formally designate representative(s). Each of the hotels, the residential condo, and the City (on behalf of itself and its entity BCDC) needs to formally appoint and

notice the appointment of their representatives. Those representatives will, in turn, elect the Board of Directors.

We are proposing different City officials represent the interests of BCDC and the City as they are separate entities with potentially separate interests. We seek appointments that allow the positions to have proxies acting on their behalf as needed.

We would like to note some possible upcoming issues to work through:

- Water management in Westlake Garage
- Overall ongoing maintenance of Westlake Garage
- Future transfer of C-1 from the City to Westlake Parking as required under the original agreement. This will happen in 2026.
- The City's future role in operating public parking in the Westlake Garage

We will provide periodic updates to the City Council's Transportation, Energy & Utilities Committee to keep the Council informed of WACA's current business.

BCDC Motion:

To authorize the Director of the Community & Economic Development Office, or their designee, to be appointed to exercise the Burlington Community Development Corporation's votes on the WACA Board of Directors.

City Council Motion:

To authorize the Division Director - Parking & Traffic of the Department of Public Works, or their designee, to be appointed to exercise the City's votes on the WACA Board of Directors and authorize the Director of the Community & Economic Development Office, or their designee, to be appointed to exercise the Burlington Community Development Corporation's votes on the WACA Board of Directors.

Board of Finance and City Council Submission Checklist

Department: DPW Submitter: Chapin Spencer

Title/Subject: Westlake Area Condo Association Appointments (BCDC and Council)

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☒	City Council	3/24/2025
☒	BCDC	3/24/2025

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	3/19/2025	Chapin Spencer
Mayor's Office informed and approved memo	Yes	3/20/2025	Erin Jacobsen
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	No	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	3/19/2025	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	3/19/2025	Katherine 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?	No	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?	Yes	BCDC

Resolution Relating to

CONGRATULATING THE BURLINGTON HIGH SCHOOL
GIRLS BASKETBALL TEAM FOR THEIR 2025 DIVISION
1 STATE CHAMPIONSHIP

RESOLUTION_____

Sponsor(s): City Council
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty-Five.....

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

That WHEREAS, The Burlington High School (BHS) Girls Basketball Team finished their regular season with a record of 16 wins and 4 losses earning them the #3 seed in the Vermont Principals Association (VPA) Division 1 Girls Basketball Tournament; and

WHEREAS, the VPA Division 1 Girls Basketball Tournament is a single elimination tournament among 12 High School teams from around Vermont; and

WHEREAS, BHS defeated Rutland (#6 seed) 53-37 in the State Quarter Final round, then went on to beat South Burlington (#2 seed) 47-29 in the State Semi-Final round, and defeated St. Johnsbury Academy (#1 seed) 55-33 to win the State Championship; and

WHEREAS, The BHS Girls Basketball State Championship win has brought great pride and celebration to BHS and the City of Burlington;

NOW, THEREFORE, BE IT RESOLVED that the City Council and Mayor of Burlington applaud the BHS Girls Basketball Team for their historic achievement and congratulate the players and coaches who represent this outstanding team:

- | | |
|---------------------------|------------------------------------|
| Emma Maley #1 | Elizabeth Lorrain #23 |
| Nylah Mitchell #2 | Head Coach Beverlis Robertson |
| Bree McDonald #3 | Assistant Coach Brittany Robertson |
| Mae Yenkovitch #4 | Assistant Coach Klare Ware |
| Hawa Mubarak #11 | JV Head Coach LaShawnda Wilson |
| Sienna Pitts #12 | |
| Rowan Thomas-Demeritt #14 | |
| Harper Gutheim #15 | |
| Roslen Wallstrom #21 | |
| Rosa Kori #22 | |

Resolution Relating to

CONGRATULATING THE BURLINGTON HIGH SCHOOL
GIRLS BASKETBALL TEAM FOR THEIR 2025 DIVISION
1 STATE CHAMPIONSHIP

RESOLUTION 6.22

Sponsor(s): City Council

Introduced: 03/24/25

Referred to: _____

Action: adopted

Date: 03/24/25

Signed by Mayor: 03/27/25

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23 Rosa Kori #22	

24
25 *MB/Resolutions 2025/Congratulating The BHS Girls Basketball Team For Their 2025 Division 1 State Championship*
26 *March 24, 2025*

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

Councilor Barlow

ORIGINAL

RESOLUTION RELATING TO

Congratulating The Burlington High School Girls Basketball Team For Their
2025 Division 1 State Championship

Adopted by the City Council

March 24, 2025

Randy Vly Clerk

Approved March 27, 2025

Ed Vly Mayor

Vol. Page

Attest:
Lori Olberg
Council and Licensing Coordinator
Lori Olberg

* * * * *

Resolution Relating to

CONGRATULATING THE BURLINGTON HIGH SCHOOL
GIRLS BASKETBALL TEAM FOR THEIR 2025 DIVISION
1 STATE CHAMPIONSHIP

****revised version****

RESOLUTION 6.22

Sponsor(s): City Council

Introduced: 03/24/25

Referred to: _____

Action: adopted

Date: 03/24/25

Signed by Mayor: 04/03/25

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25 **MB/Resolutions 2025/Congratulating The BHS Girls Basketball Team For Their 2025 Division 1 State Championship**
26 March 24, 2025

* * * * *

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BSD Chair Wool
Councillor Barlow

ORIGINAL

RESOLUTION RELATING TO

Congratulating The Burlington High School Girls Basketball Team For Their 2025

Division 1 State Championship

Adopted by the City Council

March 24....., 20 25.....

Bridgette Clerk

Approved..... April 3, 20 25.....

Emily Mayor

Vol. Page

Attest
Lori Olberg

Lori Olberg
Council and Licensing Coordinator

* * * * *

Resolution Relating to

CONGRATULATING THE BURLINGTON HIGH SCHOOL
BOYS BASKETBALL TEAM FOR THEIR 2025 DIVISION 1
STATE CHAMPIONSHIP

RESOLUTION_____

Sponsor(s): City Council
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty-Five.....

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

That WHEREAS, The Burlington High School (BHS) Boys Basketball Team finished their regular season with a record of 19 wins and 1 loss earning them the #1 seed in the Vermont Principals Association (VPA) Division 1 Boys Basketball Tournament; and

WHEREAS, the VPA Division 1 Boys Basketball Tournament is a single elimination tournament among 12 High School teams from around Vermont; and

WHEREAS, BHS defeated Champlain Valley Union (#8 seed) 41-36 in the State Quarter Final round, then went on to beat South Burlington (#4 seed) 73-52 in the State Semi-Final round, and defeated Rice Memorial (#2 seed) 64-60 to win the State Championship; and

WHEREAS, The BHS Boys Basketball State Championship win has brought great pride and celebration to BHS and the City of Burlington;

NOW, THEREFORE, BE IT RESOLVED that the City Council and Mayor of Burlington applaud the BHS Boys Basketball Team for their historic achievement and congratulate the players, coaches, and staff who represent this outstanding team:

- | | |
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| Graham McNeil #0 | Tyrell Robertson #24 |
| Pascal Munezero #1 | Colton Bramhall #32 |
| Ben Koh #3 | Sawyer Judkins #33 |
| Khamis Ali #5 | Jimmy Homsted #35 |
| Abdi Sharif #10 | Miles Kenny #40 |
| Byron Robertson, Jr. #11 | Head Coach BJ Robertson |
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| Michee Kasongo #14 | Assistant Coach John O’Brien |
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Resolution Relating to

CONGRATULATING THE BURLINGTON HIGH SCHOOL
BOYS BASKETBALL TEAM FOR THEIR 2025 DIVISION 1
STATE CHAMPIONSHIP

RESOLUTION 6.23

Sponsor(s): City Council

Introduced: 03/24/25

Referred to: _____

Action: adopted

Date: 03/24/25

Signed by Mayor: 03/27/25

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25 MB/Resolutions 2025/Congratulating The BHS Boys Basketball Team For Their 2025 Division 1 State Championship
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Adopted by the City Council

March 24....., 20 25.....

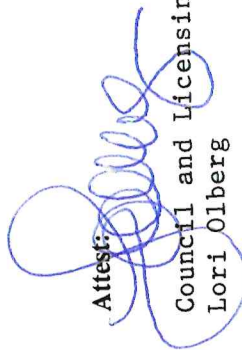
 Clerk

Approved..... March 27....., 20 25.....

 Mayor

Vol. Page

Attest:



Council and Licensing Coordinator
Lori Olberg

* * * * *

Resolution Relating to

CONGRATULATING THE BURLINGTON HIGH SCHOOL
BOYS BASKETBALL TEAM FOR THEIR 2025 DIVISION 1
STATE CHAMPIONSHIP

****revised version****

RESOLUTION 6.23

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Introduced: 03/24/25

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25 MB/Resolutions 2025/Congratulating The BHS Boys Basketball Team For Their 2025 Division 1 State Championship
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* * * * *

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BSD Chair Wool
Councilor Barlow

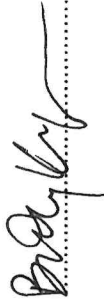
ORIGINAL

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Adopted by the City Council

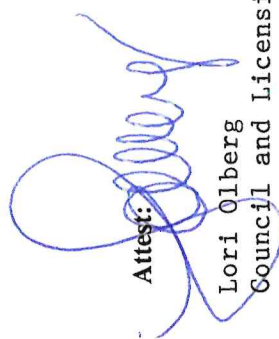
March 24....., 20 25

 Clerk

Approved..... April 3, 20 25

 Mayor

Vol. Page


Lori Olberg
Council and Licensing Coordinator

* * * * *



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 and City Council

FROM: Lori Olberg, Licensing and Records Coordinator

DATE: March 24, 2025

RE: Regular Schedule of Meetings of the Board of Finance and City Council through January 5, 2026

Board of Finance: Monday, May 12; City Council: Monday, May 12

Board of Finance: Monday, May 19; City Council: Monday, May 19

Board of Finance: Monday, June 2; City Council: Monday, June 2

Board of Finance: Monday, June 16; City Council: Monday, June 16

Board of Finance: Monday, June 23; City Council: Monday, June 23

Board of Finance: Monday, July 14; City Council: Monday, July 14

Board of Finance: Monday, August 4; City Council: Monday, August 4

Board of Finance: Monday, August 25; City Council: Monday, August 25

Board of Finance: Monday, September 8; City Council: Monday, September 8

Board of Finance: Monday, September 29; City Council: Monday, September 29

Board of Finance: Monday, October 6; City Council: Monday, October 6

Board of Finance: Tuesday, October 21; City Council: Tuesday, October 21

Board of Finance: Monday, November 3; City Council: Monday, November 3

Board of Finance: Monday, November 17; City Council: Monday, November 17

Board of Finance: Monday, December 1; City Council: Monday, December 1

Board of Finance: Monday, December 15; City Council: Monday, December 15

Board of Finance: Monday, January 5, 2026; City Council: Monday, January 5, 2026

Board of Finance Motion: to approve the above list of meetings through January 5, 2026

City Council Motion: to approve the above list of meetings through January 5, 2026



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

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Board of Finance: Monday, August 4; City Council: Monday, August 4

Board of Finance: Monday, August 25; City Council: Monday, August 25

Board of Finance: Monday, September 8; City Council: Monday, September 8

Board of Finance: Monday, September 29; City Council: Monday, September 29

Board of Finance: Monday, October 6; City Council: Monday, October 6

Board of Finance: Monday, October 20; City Council: Monday, October 20

Board of Finance: Monday, November 3; City Council: Monday, November 3

Board of Finance: Monday, November 17; City Council: Monday, November 17

Board of Finance: Monday, December 1; City Council: Monday, December 1

Board of Finance: Monday, December 15; City Council: Monday, December 15

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Board of Finance Motion: to approve the above list of meetings through January 5, 2026

City Council Motion: to approve the above list of meetings through January 5, 2026

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

FROM: Patrick Leahy Burlington International Airport

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

DATE: March 24, 2025

SUBJECT: To authorize the Director of Aviation to execute a Contract with Engineers Construction Inc. (ECI) for the Vermont Air National Guard Aircraft Arrestor Cable System Drainage Improvements Project and to sign an amendment to the Military Air National Guard Facilities Sustainment, Repair, Modernization Cooperative Agreement (FSRMCA) with National Guard Bureau (NGB) for reimbursement of construction work costs associated with the Vermont Air National Guard Aircraft Arrestor Cable System Drainage Improvement Project based on the bid received.

REQUEST

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

Execute a contract with Engineers Construction Inc. (ECI) for the Construction of the Vermont Air National Guard Aircraft Arrestor Cable System Drainage Improvements Project and, execute an amendment to the Military Air National Guard Facilities Sustainment, Repair, and Modernization Cooperative Agreement (FSRMCA) with National Guard Bureau (NGB) for reimbursement of the construction work costs associated with the Vermont Air National Guard Aircraft Arrestor Cable System Drainage Improvements Project.

EXECUTIVE SUMMARY

This project involves repairing and modifying the existing Aircraft Arresting Systems (AAS), which are safety mechanisms designed to rapidly decelerate aircraft during landings or takeoffs by catching the aircraft with cables or barriers. The improvements will include upgrading the

drainage system by adding infiltration galleries and connecting it to the existing stormwater system, ensuring continued compliance with state and federal stormwater regulations. Enhancements include upgrading the sump pump capabilities to establish redundant drainage functions in each barrier pit, updating the control system for flood-level monitoring, and relocating the Arresting Gear Markers. The AAS at Leahy BTV are the only functioning systems for this installation and are critical to operations.

BENEFITS ANTICIPATED:

Ensures proper treatment of stormwater, maintaining compliance with state and federal regulations

PROJECT APPROACH

Stantec was selected through the airport's standard selection process for design and construction management services, meeting federal standards for this type of project. Stantec's appointment also supports project efficiency, as they are the engineer of record for the upcoming Runway 15–33 rehabilitation project, which will overlap with this work, enabling effective coordination. The Airport with Stantec's support advertised for bid for this project. There were two bidders with ECI being selected as the lowest responsive bidder.

FUNDING SOURCES

The project finance plan establishes the maximum amount the NGB will reimburse Leahy BTV for project costs under the FSRMCA. Exceeding any line-item cost limitation requires an amendment to the agreement. Either party may propose changes to the finance plan in writing. As the design was not finalized at the time of the FSRMCA signing, modifications to the Maximum Contractual Cost (MCC) and associated construction fees may be needed. Additionally, since construction bids have not yet been secured, further amendments to the agreement may be necessary. This project and agreement will reimburse 100% costs back to Leahy BTV. At this time, the only costs incurred through the end of this Fiscal Year will be associated with design and bidding described below and will not require a budget amendment this fiscal year:

Activity	Estimated ANG Share	Estimated Recipient Share	Estimated Other Share	Estimated Total
Code and Criteria Review	\$20,200	0	0	\$20,200
Design Fees	\$58,560	0	0	\$58,560
Design Agent Fee – Recipient	\$0	0	0	\$0

Totals	\$78,760	0	0	\$78,760
---------------	----------	---	---	----------

Starting July 1, 2025, the construction and construction oversight will be completed and will not require a budget amendment as this will be part of our FY2026 budget. This cost is \$1,492,815.

PROPOSED MOTION:

Board of Finance:

1. "To approve and recommend to the City of Burlington City Council to authorize the Director of Aviation to execute a contract with Engineers Construction Inc. (ECI) for the construction of the Vermont Air National Guard Aircraft Arrestor Cable System Drainage Improvements in the amount of \$1,492,815.00 with a contingency of 15% for the total amount of \$1,716,737.00, upon approval by the Office of the City Attorney."
2. "To approve and recommend to the City of Burlington City Council to authorize the Director of Aviation to execute an amendment to the Military ANG Facilities Sustainment, Repair, Modernization Cooperative Agreement (FSRMCA) with National Guard Bureau (NGB) for construction work costs associated with the VTANG Aircraft System Drainage Improvements based on the bid price received, upon approval by the Office of the City Attorney."

City Council

1. "To authorize the Director of Aviation to execute a contract with Engineers Construction Inc. (ECI) for the construction of the Vermont Air National Guard Aircraft Arrestor Cable System Drainage Improvements in the amount of \$1,492,815.00 with a contingency of 15% for the total amount of \$1,716,737.00, upon approval by the Office of the City Attorney."
2. "To authorize the Director of Aviation to execute an amendment to the Military ANG Facilities Sustainment, Repair, Modernization Cooperative Agreement (FSRMCA) with National Guard Bureau (NGB) for construction work costs associated with the VTANG Aircraft System Drainage Improvements based on the bid price received, upon approval by the Office of the City Attorney."

Board of Finance and City Council Submission Checklist

Department: Airport Submitter: Nicolas Longo
Request to Sign Lease with Engineer's Construction and Execute an Amendment to
Facilities Sustainment, Repair, Modernization Cooperative Agreement (FSRMCA) with
Title/Subject: the National Guard Bureau (NGB)

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	3/24/2025

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	3/5/2025	Nicolas Longo
Mayor's Office informed and approved memo	Yes	3/18/2025	E. Jacobsen
Board/Commission, if required	Yes	3/5/2025	Airport Commission
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	3/19/2025	E. Ramakrishnan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	3/18/2025	E. Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	3/18/2025	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?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Yes	Board of Finance

Application
DLL - Application - 53049

Approve Reject Applicant Action Required Town Payment Received Download

APPLICATION DETAILS

RELATED INFORMATION

✓ Application Information

DLL - Application Id
DLL - Application - 53049
Business Entity Name
JRY Burlington Store Corporation
Applicant Email
jryburlingtonstore@gmail.com (<mailto:jryburlingtonstore@gmail.com>)
Business Entity Phone
6467320147
Renewal Application
Foundational License
Town Fee
0
Application Fee
110.00
License/Permit Location Description
Designated Caterers Details
Days Since Last Modified
-1
Estimated time period for alcohol
Name and address from whom you purchase
Renewal Change Indicated
Renewal Change Description
URL for Policies & Procedures ⓘ
URL for Duties ⓘ
Send Approval Email

✓ Location Details

Physical Location Name ⓘ
The Shopping Bag
Physical Location Street 1
166 North Street
Physical Location Street 2/Unit/Suite
Physical Location City/Town
Burlington

External Status
Application sent to municipality
Town Clerk/ Municipal Jurisdiction
Burlington
Application Type ⓘ
License
Application Category
Tobacco
Application For
Tobacco License
Historical Id
TOBC
Holding Tobacco License

Not Holding Tobacco License

Applicant Action Comments

Town User Approval/Rejection Comments

Quantity of Alcohol required

what purpose this alcohol is used to be

Where is this alcohol to be used

Location
[LN-033497 \(/DLLicenseManagement/s/detail/a0Aag000002eqgfEAA\)](/DLLicenseManagement/s/detail/a0Aag000002eqgfEAA)

Address of warehouse located in Vermont:

Name Address of Vermont Wholesale Dealer

New

Physical Location State
Vermont
Physical Location Zip
05401

Education Details

Student Name

Mode of Training

Training Completion Record

Training Completion Date

Type of Training

Premises Lease Details

Do you Lease the Premises
No
Landlord Email

Landlord Name
Lease Expiration Date

Information

Food
tbd
Signer's Name

Meal & Rooms Certificate/Business Account
Lodging(if licensed as a Hotel)

Created By
Douglas Brines (/DILLicenseManagment/s/profile/0058z000003dQgHAAU),
2/12/2025 1:26 PM

Last Modified By
Douglas Brines (/DILLicenseManagment/s/profile/0058z000003dQgHAAU),
2/13/2025 9:39 AM

Question Poll

What would you like to know?

Ask

Sort

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Here's where you start talking with your colleagues about this record.

Contact Violations

Application
DLL - Application - 53116

Approve

Reject

Applicant Action Required

Town Payment Received

Download

APPLICATION DETAILS

RELATED INFORMATION

✓ Application Information

DLL - Application Id

DLL - Application - 53116

Business Entity Name

JRY Burlington Store Corporation

Applicant Email

jryburlingtonstore@gmail.com (<mailto:jryburlingtonstore@gmail.com>)

Business Entity Phone

6467320147

Renewal Application

Foundational License

Town Fee

0

Application Fee

50.00

License/Permit Location Description

Designated Caterers Details

Days Since Last Modified

-1

Estimated time period for alcohol

Name and address from whom you purchase

Renewal Change Indicated

Renewal Change Description

URL for Policies & Procedures ¹

URL for Duties ¹

Send Approval Email

✓ Location Details

Physical Location Name ¹

The Shopping Bag

Physical Location Street 1

166 North Street

Physical Location Street 2/Unit/Suite

Physical Location City/Town

Burlington

External Status

Application sent to municipality

Town Clerk/ Municipal Jurisdiction
Burlington

Application Type ¹

Permit

Application Category

Tobacco

Application For

Tobacco Substitute Endorsement

Historical Id

TSEP

Holding Tobacco Licence

Not Holding Tobacco License

Applicant Action Comments

Town User Approval/Rejection Comments

Quantity of Alcohol required

what purpose this alcohol is used to be

Where is this alcohol to be used

New

Location

[LN-033497 /DLLLicenseManagement/s/detail/a0Aag000002agg/FAA/](/DLLLicenseManagement/s/detail/a0Aag000002agg/FAA/)

Address of warehouse located in Vermont:

Name Address of Vermont Wholesale Dealer

Physical Location State
Vermont
Physical Location Zip
05401

▼ Education Details

Student Name

Mode of Training

Training Completion Record

Training Completion Date

Type of Training

▼ Premises Lease Details

Do you Lease the Premises

Landlord Email

Landlord Name

Lease Expiration Date

▼ Information

Food

Signer's Name

Meal & Rooms Certificate/Business Account

Lodging (if licensed as a Hotel)

Created By

 Douglas Brines (/DLLicenseManagment/s/profile/0058z000003dOgHAAU),
2/13/2025 9:40 AM

Last Modified By

 Douglas Brines (/DLLicenseManagment/s/profile/0058z000003dOgHAAU),
2/13/2025 9:46 AM

Question Poll

What would you like to know?

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Contact Violations

City of Burlington Capital Program

CT Office | DPW | BPRW | I&T | BCA | CEDO | Public Safety



To: Board of Finance and City Council

Fr: Ashley Parker, Capital Program Director

Cc: Kara Alnasrawi, Director of Business & Workforce Development
Katherine Schad, Chief Administrative Officer
Erin Jacobsen, Chief of Staff, Mayor's Office

Date: March 24, 2025

Re: Budget Authorization for Phase 1 of the Public Health & Safety Building Project

Overview:

On November 25, 2024, the City issued a Request for Qualifications (RFQ) for the “Site Feasibility Analysis & Design/Engineering for a Public Health & Safety Building”. As noted in the RFQ, the project is in response to multiple public safety issues affecting the City, including impacts to the City’s first responders, residents, businesses, and visitors. These issues include, but are not limited to, the following: multi-million dollar capital improvement needs at both 1 North Ave (Police Station) and 136 South Winooski Ave (Central Fire Station) and a City Council resolution from September 23, 2024, requesting urgent support for the public safety crisis around Substance Use Disorder and establishment of a “hub” in the downtown to build community trust and more immediate response to incidents. As well, improving the City’s holistic response to overlapping needs related to both public health and community safety is one of the Administration’s chief priorities for the Mayor’s first term.

This memo provides important background on the project need, RFQ process, consultant selection, approved funding for Phase 1 of the project, and next steps.

Background:

The Central Fire Station was built in 1926 and is a historic structure in the Main Street/College Street Historic District. It sits on 0.4 acres, is about 16,000 SF, and is three stories high. It currently serves as Fire Headquarters and continues to operate, but it has reached the end of its useful life in terms of programming and building systems. The Central Fire Station is one of five fire stations owned and operated by the City. Currently, the City’s Capital Program has identified \$2M in ongoing or planned projects that are needed to respond to critical deferred maintenance needs in the building. If the City were to look at renovating that space so that it meets the programming need of the City and its firefighters, it would cost at least \$4M.

The Police Station was built in 1938, was renovated to a more modern building in 1995, and is currently suffering from years of deferred maintenance. It sits on 1.4 acres, is about 30,046 SF, and is one story. The building no longer serves the needs of the existing Department or the



public, and has been a cause of low recruitment and retention. The City's Capital Program has identified almost \$3M in ongoing and planned projects that aim to improve the work environment for our officers. To make the existing space more usable for the Police Department and the general public, it would cost at least \$15M.

The Public Health & Safety Building project is also an opportunity to support a different public health services delivery model, namely through the establishment of a new division to address public health emergencies. The City's existing Public Health responders and support activities are spread across Departments and supported by external agencies, with the many sharing space at the Police Station. This includes a number of community support services and first responders, substance use disorder supports, victim advocates, homelessness support services, and the City's Urban Park Rangers. There is currently not enough space for those who are operating out of the Police Station, and there are expected efficiencies by bringing all of these different groups together in one dedicated space. This concept also pairs well with the City's 2019 Comprehensive Plan (planBTV), as it specifically references locating core functions of City government in the downtown, increasing consistency and coordination among departments and decision-making bodies, meeting the community's basic needs, and evolving in response to new and chronic challenges (among others).

The goals of this project are to consolidate all existing Public Health & Safety entities, give them space to do their work in the downtown core, make them more accessible to the community, and address the current structural deficiencies of the facilities while reconsidering the existing organizational construct. The new facility should provide a space for public health and safety to thrive in the downtown so the City can provide appropriate levels of service to ensure that residents, businesses, and visitors feel safe, secure and welcome. This facility should also be considered a long-term commitment to providing health and safety services in the City, while also serving as a hub where residents and visitors can connect with each other and those responders providing these important services.

RFQ & Contract Overview:

As stated previously, the RFQ for this project was issued November 25, 2024, with proposals due December 20, 2024. The RFQ asked respondents to provide responses across three different phases of work, and noted that the City would only be issuing a contract and notice to proceed on Phase 1. The Phases have been identified as the following:

Phase 1: Site Feasibility, Concept Design, & Community Engagement

Phase 2: Preliminary through Final Design/Engineering

Phase 3: Bid Documents through Construction Management

The City received seven proposals by the due date and time. A City review team was assembled to review all of the proposals, and this involved representatives across City Departments. The team consisted of: Ashley Parker, Capital Program Director (CT Office), Kim Bleakley, Central Facilities Manager (BPRW), Peter Procaccio, Senior Engineer (DPW), and Ingrid Jonas, Senior

City of Burlington Capital Program

CT Office | DPW | BPRW | I&T | BCA | CEDO | Public Safety



Advisor on Community Safety (Office of the Mayor). All proposals were evaluated based on the following criteria: Experience, Qualifications, Understanding, Schedule, and Cost. The team then worked to coordinate interviews with the top four proposals – three were held on January 28th, and one on February 3rd. Each Design Team was asked to provide an overview of their basic philosophy for working on this project.

Dore & Whittier was the top ranked design team. The City Team found all proposals to be competitive, but the interview process allowed the Team to ask questions that provided additional insight into each respondent's philosophy and approach to the project. After the interviews, the City Team was excited by Dore & Whittier's "Community Forward" philosophy, their unique and interactive programming prioritization tool, their local knowledge and experience, desire for transparency, and a love of community and stakeholder engagement. A Notice of Intent to Award the contract to Dore & Whittier was submitted to all respondents on February 10, 2025.

Phase 1 will be the focus of this initial design contract, and will involve site feasibility, site selection, building programming and spatial needs, conceptual designs, and public outreach and engagement (including website content and management). The proposed contract is also drafted to anticipate Phase 2 as defined by the RFQ, which includes full design and permitting of the project. This will allow the City to enter into one contract, with agreement that there will be a future conversation around amending the maximum limiting amount of the contract pending negotiations around Phase 2 before or immediately after the conclusion of Phase 1.

Phase 1 Timing & Schedule:

Per the City's new Purchasing Policy, the final contract does not require Board of Finance or City Council authorization; it only requires Mayoral approval. Mayoral approval was received on March 12, 2025. The City Team does need Board of Finance and City Council authorization for the budget and funding allocation as detailed in the next section. Below is the tentative project schedule as defined in the RFQ. Given the City is a little late in issuing the contract, this schedule will likely be pushed back and will be negotiated with the contractor during the kick off meeting. The goal is to complete contract negotiations with the consultant, receive budget authorization from the Board of Finance and City Council (March 24, 2025), and kick off Phase 1 of the contract shortly thereafter.

Spatial Analysis and/or Draft Concept Design	April 2025
Completion of Site Feasibility	May 2025
Initiation of Public Outreach	June/July 2025
Selection of Preferred Concept	October 2025
Initiation of Phase 2	November 2025

As noted previously, the draft contract is being written to acknowledge the intent to enter into Phase 2 negotiations during or immediately after the completion of Phase 1. Phase 2 will cover

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full design and permitting of the building project. This contract does not consider land acquisition, as that would likely require a different process with other entities.

Phase 1 Budget & Capital Funding Support:

The Dore & Whittier Phase 1 proposal cost estimate is \$151,145. Understanding there are a lot of unknowns with this project, the Capital Program Director is adding a contingency of \$48,855 for a total Phase 1 project budget of \$200,000.

There are remaining unallocated bond proceeds from FY24 Bond Series 2023A in the amount of \$318,811, and the Capital Program Director received support from the Capital Committee on February 20, 2025, to allocate \$200,000 from Bond Series 2023 A for Phase 1 of this project. Bond Series 2023A noted multiple civic buildings projects, including the Police Station, as funding recipients, so this funding allocation would fall in line with the intent of the FY24 General Obligation bond draw.

Proposed Phase 1 Project Budget	
Expense Budget	Amount
Dore & Whittier Phase 1 Cost Est	\$151,145
Project Contingency	\$48,855
Total Expense Budget	\$200,000
Revenue Budget	Amount
Bond Series 2023A (FY24)	\$200,000
Total Budget	\$200,000

This project is included in the current version of the 5-Year Capital Plan both as the Fire Station Consolidation project and as the Public Health & Safety Building project. The Capital Plan also has or is looking to fund \$5M in capital improvement projects at both the Police Station and the Central Fire Station that need to happen while we complete the Public Health & Safety Building project so that existing staff can work safely in the existing buildings. It would take at least an additional \$19M to fund full renovations of both spaces to make them fully usable by each Department and the community, it is even more important that the City makes a commitment to fund this effort which aims at creating more long-term solutions and efficiencies. A new space is extremely important to both of these groups (for recruitment and retention efforts), and it may provide other spatial opportunities for other City Departments and the community.

Next Steps:

At this time, the Capital Program Director is asking the Board of Finance and City Council to consider authorizing the budget for Phase 1 of the Public Health & Safety Building project, with a total project budget of \$200,000. The funding source to support this project budget will be unallocated bond proceeds from Bond Series 2023A (FY24). This authorization will also allow

City of Burlington Capital Program

CT Office | DPW | BPRW | I&T | BCA | CEDO | Public Safety



the Chief Administrative Officer to make all necessary budget amendments, including the transfer of funds.

Motions:

Board of Finance –

Move to approve and recommend that the City Council authorize the Chief Administrative Officer, or her designee, to effectuate necessary budget amendments and transfer of fund in the amount of \$200,000 from Bond Series 2023A in order to establish a project budget for Phase 1 of the Public Health & Safety Building.

City Council –

Move to authorize the Chief Administrative Officer, or her designee, to effectuate necessary budget amendments and transfer of fund in the amount of \$200,000 from Bond Series 2023A in order to establish a project budget for Phase 1 of the Public Health & Safety Building.

Encl: Dore & Whittier Proposal

To: Ashley Parker, Capital Program Director

Re: Site Feasibility Analysis & Design/Engineering for a Public Health and Safety Building

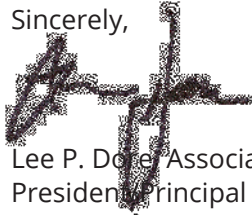
From: Lee P. Dore, President/Principal
Dore + Whittier Architects and Project Managers
212 Battery Street, Burlington, VT 05403
(802) 863-1428 x225
lpdore@doreandwhittier.com

We are pleased to be given your consideration as Designer for this important project to create a Public Health and Safety Campus for the City of Burlington.

Dore + Whittier is intimately familiar with the Fire Headquarters, as well as the other department's stations, having conducted the Consolidation Study for the department in 2018 and completed several needed repairs and upgrades since then. We also toured the Police Station and submitted a proposal a year ago to reconfigure space to accommodate Crisis Advocacy and Intervention Program staff and have recently submitted a proposal to update the Entrance Lobby at 1 North Avenue. We are aware of the many deficiencies and problematic issues with the City's public safety facilities that challenge personnel in the execution of their duties, pose health and life safety risks, and fall well short of accommodating the many and diverse needs of today's law enforcement, fire and rescue squads. You are wise to take the initiative towards mitigating these shortcomings and creating a pathway to enhancing the delivery of emergency services to the City now, and well into the future. And, the integration of other City departments into the overall program is a very sound, community service improvement objective.

We welcome your review of the attached materials and expect that you will find our credentials unrivaled, our references compelling, and our interest in this project—and our enthusiasm for it—obvious.

Sincerely,



Lee P. Dore, Associate AIA, LEED AP®
President/Principal

Please note: We received the document of RFQ Respondent Questions with City Responses issued on December 13, 2024 and take no objections to the provisions of the City's standard contract.

DORE + WHITTIER

260 Merrimac St, Building 7
Newburyport MA 01950
Office: (978) 499-2999

212 Battery St
Burlington VT 05401
Office: (802) 863-1428

Project Team for Site Feasibility Analysis & Design/Engineering for a Public Health and Safety Building

D+W Team	
Donald Walter	Principal in Charge
Lee P. Dore	President & Project Executive
Thomas Hengelsberg, AIA	Project Manager
David Mentzer, AIA	Project Architect
Jason Harris, Associate AIA	Public Facilities Programming/Designer
Marjorie, Dickstein, AIA	Specifications
Michele Rogers, AIA, CPTED	Security Consultant
Berglind Davis, NCIDQ	Interior Design/FF+E
John Thompson, Associate AIA	Document/QA-QC Manager
Tim Mullen, Associate AIA	Job Captain/Construction Administrator

Consultant Team		
Engineering Ventures, Inc.	Russ Miller-Johnson, PE, SE	Site/Civil, Structural Engineering
Project Management & Cost	Peter Bradley	Cost Estimating
V/T Commercial	Yves Bradley	Real Estate Consultants
Post Phase 1		
LN Consulting	George Martin, PE	Mechanical, Electrical, Plumbing, Fire Protection Engineering
GGD Consulting Engineers	David Pereira, PE	Security/IT/Communications Consultant
Wagner Hodgson	Jeff Hodgson, FASLA, PLA	Landscape Architecture
Crabtree McGrath	John Sousa	Kitchen Consultants
Campbell McCabe Worldwide	Susan McCabe Messier, DHT	Hardware Consultants
Acentech	Michael Bahtiarian, INCE Bd. Cert., INCE Fellow	Acoustical/Noise/Vibration Consultants
The Green Engineer	Chris Schaffner, PE, LEED Fellow, WELL Faculty	Sustainability Consultants
VHB	Jennifer Conley, PE, PTOE	Transportation/Traffic Engineering

FIRM QUALIFICATIONS



Statement of Qualifications

Dore + Whittier (D+W) is the one local firm that is staffed and experienced to work with you in this endeavor. For twenty years, we have specialized in the design of fire, rescue, EMS and law enforcement facilities across New England – a business focus that began in 2005 with the design and subsequent construction of the Williston Fire and Police Stations. We maintain a comprehensive understanding of current law enforcement, firefighting and dispatch strategies and techniques, tools and equipment, operations and protocols and seek to optimize operational efficiencies for every department. We are industry leaders, keeping abreast of industry trends and best practices, using proven approaches and lessons learned, and sharing our knowledge and experience to help clients consider the technologies, materials and methods, programmatic solutions and on-site training opportunities suitable for today's first responders and their facilities.

D+W Organization and History

Dore + Whittier was established in 1992 with a focus on public facility planning, design and management that continues to this day. R. John Dore and Roland Whittier have left us, but their legacy—high quality, cost-effective design and an unwavering commitment to clients and their project's success—remains with second generation ownership and our 67 professional staff. Our public facilities portfolio from across New England illustrates diverse settings, architectural styles, and communities. From our complementary stations in the historic village of Williston to the recently completed, mill building-inspired public safety facility in downtown Dedham MA and the all-electric, NZE Norfolk Fire Station, we have listened intently, crafted innovatively, and collaborated successfully to programmatically, aesthetically, contextually and fiscally meet community and public facility needs across the region for over thirty years.

We have received accolades for our design solutions, leadership skill, community engagement, and overall management and performance. Much of our success can be attributed to a highly organized team, our deep involvement and engagement in the fire, rescue and law enforcement industries, an unwavering commitment to the declared objectives, and our personable and collaborative approach with owners, contractors, local officials and building committees. An important part of the process is to provide opportunity for public participation. An open, honest, and inclusive engagement with abutters, stakeholders and interested community members—as characterized by the planning and design effort in progress for the new police station and the new fire headquarters in the City of Melrose MA—strengthens the public’s understanding of the project and their support for it.

Licensing

D+W and our team of consultants maintain registration and licensing in all applicable disciplines.

Insurance

Please see the Certificate of Liability Insurance attached to this submittal

Certifications

1. D+W has never been debarred from working on federal projects.
2. The firm and its principals have never been adjudged guilty of labor violations, fraud/ misrepresentation, or professional negligence resulting in significant property damage, serious bodily injury, or loss of life.
3. The firm has never failed to complete a project, other than because of a client’s failure to pay.



“

From our initial meetings to the completion of the project, I found the entire team at Dore + Whittier to be always highly motivated and true professionals. The design was simply incredible, combining functionality with a healthy work environment while staying within the guidelines of a tight municipal budget. I feel the success of our project was due largely to the D+W team. I found the team easy to work with and helpful wherever possible. Station 42 will serve the residents of Boston for many decades to come, and I am sure it will be always considered a jewel in fire station design. – *Bob Dowling, District Fire Chief and Station 42 Project Manager for Boston Fire Department*

The Dore + Whittier team was outstanding to work with; their knowledge of firehouse design is the main reason they were selected for this difficult task, the first stand-alone firehouse to be built in the City of Boston in over 30 years. They incorporated Boston Fire Department's new Health and Wellness initiative, along with making this state-of-the-art building LEED Silver-certified. The design fits into the Egleston neighborhood and our satisfaction with the process and the results cannot be overstated. – *Scott Dupre, Senior Project Manager City of Boston, Public Facilities Department*

D+W did a great job through all phases of the project. Team members were incredibly responsive to questions and needs. They had a great vision in terms of the project and worked collaboratively with all stakeholders in the town to ensure that the project was a success. – *Scituate Police Chief Mark Thompson*

”

Relevant Projects and Contacts

Similar Projects in Progress	
New Police Station (Schematic Design) <i>Melrose, MA</i>	Denise Gaffey, Director and City Planner dgaffey@cityofmelrose.org / (781) 979-4194
New Tremont Street Fire Station (SD) <i>Melrose, MA</i>	Denise Gaffey, Director and City Planner dgaffey@cityofmelrose.org / (781) 979-4194
New Fire HQ (Final Design) <i>Westwood, MA</i>	Michelle Miller, Procurement Officer mmiller@townhall.westwood.ma / (781) 320-1073
Training Facility – Phase 1 Development (Const.) MA Department of Fire Services (DFS) <i>Bridgewater, MA</i>	Sheila Remondi, Director of Administration Services (978) 567-3149
Freeman St. Fire Station Renovation (Bid) <i>Stoughton, MA</i>	Mike Carroll, Fire Chief mcarroll@stoughton-ma.gov / (781)-344-3170
Police Station Feasibility Study <i>Stoughton, MA</i>	Donna McNamara, Police Chief (781) 344-2424
New Public Safety Facility (DD) <i>Raynham, MA</i>	Bryan Lacivita, Fire Chief blacivita@raynhamfire.com / (508) 824-2713
Police Station + Courthouse Renovations and Upgrades (Jan 2025 Completion) <i>Gloucester, MA</i>	Joe Lucido, Ass't. Director of Operations (978) 325-5600
Recent Completed Public Safety Projects	
New Fire Station <i>Norfolk, MA</i>	Erron Kinney, Fire Chief ekinney@norfolk.ma.us / (508) 528-3207 (cell)
New Public Safety Facility <i>Dedham, MA</i>	Nancy Baker, Assistant Town Manager nbaker@dedham-ma.gov / (781) 751-9102
New Fire Station <i>Maynard, MA</i>	Angela Lawless, Fire Chief alawless@townofmaynard.net / (978) 897-1013
New Engine 42 <i>Boston, MA</i>	Scott Dupre, Project Manager for Boston Facilities scott.dupre@boston.gov / (617) 635-0517
New Engine 17 (Programming only) <i>Boston, MA</i>	Scott Dupre, Project Manager for Boston Facilities scott.dupre@boston.gov / (617) 635-0517
New Prospect Street Fire Station <i>Stoughton, MA</i>	Mike Carroll, Fire Chief mcarroll@stoughton-ma.gov / (781)-344-3170

Relevant Projects and Contacts (cont.)

Recent Public Safety Master Plans	
Fire Department <i>Swansea, MA</i>	Mallory Aronstein, Town Administrator maronstein@swanseama.gov / (508) 678-2981
Fire Department <i>North Attleborough, MA</i>	Christopher Coleman, Fire Chief (508) 699-0140 x5620
MA DFS Southeast Training Academy	Sheila Remondi, Director of Administration Services (978) 567-3149
Public Safety Facilities (2017 and 2023) <i>Melrose, MA</i>	Denise Gaffey, Director and City Planner dgaffey@cityofmelrose.org / (781) 979-4194
Other Completed Public Safety Projects	
New Public Safety Facility <i>Scituate, MA</i>	Mark Thompson, Police Chief mthompson@scituatema.gov / (781) 545-1212
New Public Safety Facility <i>Medfield, MA</i>	William Carrico, Fire Chief wcarrico@medfield.net / (508) 359-2323
New Islington Fire Station <i>Westwood, MA</i>	William Scoble (Retired), Fire Chief Current FCAM Governmental Affairs Director fcamgad@gmail.com / (617) 759-5777
New Police Station <i>Westwood, MA</i>	Jeffrey Silva, Police Chief (781) 320-1000
New Police Station <i>Williston, VT</i>	Erik Wells, Town Manager ewells@willistonvt.org / (802) 876-1168
New Fire Station <i>Williston, VT</i>	Aaron Collette, Fire Chief acollette@willistonfire.com / (802) 878-5622
Other References	
Steven Locke <i>South Burlington VT Fire Chief</i>	slocke@southburlingtonvt.gov / (802) 846-4147
Peter Ostroskey <i>MA State Fire Marshal (Retired)</i>	Peter.Ostroskey@gmail.com / (508) 581-0411

“

The project was perhaps one of the best I've been associated with in 20+ years in the design and construction business...it's been an absolute pleasure to work with your team. I've been so impressed with how prepared your team has been for every meeting and handled every request we've thrown at you with aplomb. We've received great feedback from the community in the design and it certainly is justified. The building came out great and it was virtually painless getting there. – *Mike Quinlan, Co-Chair, Medfield Permanent Building Committee*

D+W designed a highly functional building with state-of-the-art training facilities. They partnered with us to create one of the premier Fire Stations in New England while also being cognizant of the limitations of a municipal budget. I found them personally easy and pleasant to work with and to be helpful whenever possible. The Town of Williston and the Williston Fire Department is very pleased with its new fire station. The facility is well designed, energy efficient, and will serve this community for many years to come. – *Chief Kenneth N. Morton, Jr., (retired) Williston Fire Department*

It is clear to me, after our very positive experience with your company and staff, why D+W enjoys the fine reputation you have in the industry. Everything, as you know, starts with people. Your staff served you and your company very well, was attentive to all issues and treated the “owners” with utmost respect and consideration. The Williston Police department could not be more pleased with their final product.... Know your company will always get the highest recommendation that I can give for the very professional work you have delivered. – *Chief James N. Dimmick (retired), Williston Police Department*

”

PROJECT DETAILS



Project Understanding

This RFQ represents a confirmation of the City of Burlington's commitment to the long-term attention and care of, and service to, its citizenry, its employees, business owners and visitors. Those of us from the professional design community who have submitted a response to your RFQ and aspire to assist the City achieve your stated vision and goals understand the privileged opportunity this presents and the many challenges ahead to make this much needed and long awaited municipal asset a reality. One cannot develop a sensible and workable plan for a project of such magnitude, significance and community impact as a new, once-in-a-generation public health and safety facility without having a deep understanding and appreciation of the City and its efforts over the years to create, maintain and envision the future of the urban village that still describes Burlington.

planBTV was developed as a resource for decision-making and it suggests that those who make or may edit policy, other otherwise advocate or care about their community, are to be guided by the long-standing principles of this plan within the four themes that characterize planBTV. They capture the essence of what is unique about Burlington and the special place it is. Many of the key issues that will prompt our discussions and discoveries, and guide and inform our decisions, will derive from the foundational principles, to be perpetuated, that make Burlington Distinctive, Dynamic, Inclusive and Connected.

Our discussion, exploration, planning and design activity, for example, will include:

- 4.4 Public Art and Placemaking
- 6.1 Net Zero Energy and Climate Resiliency Strategies

- 6.3 Reducing Public Building Energy Use, Water Consumption and Municipal Transportation Emissions
- 6.4 Green/High Performance Buildings - energy efficiency, environmental protection, urban design, and historic preservation priorities
- 7.2 Adaptable and Resilient Building design for Environmental Hazards
- 13.2 Accessibility - Buildings, Facilities, Streets, and Pathways
- 13.6 Pictographic wayfinding signage
- 19.11 Operations and Maintenance Details
- 19.12 Standards for services and facilities, if needed, for residents, workers, and visitors' needs and impacts
- 20.4 Programming and Facilities' impact to accommodate cross-departmental collaboration, information sharing

Key Issues

#1 – Interoperability

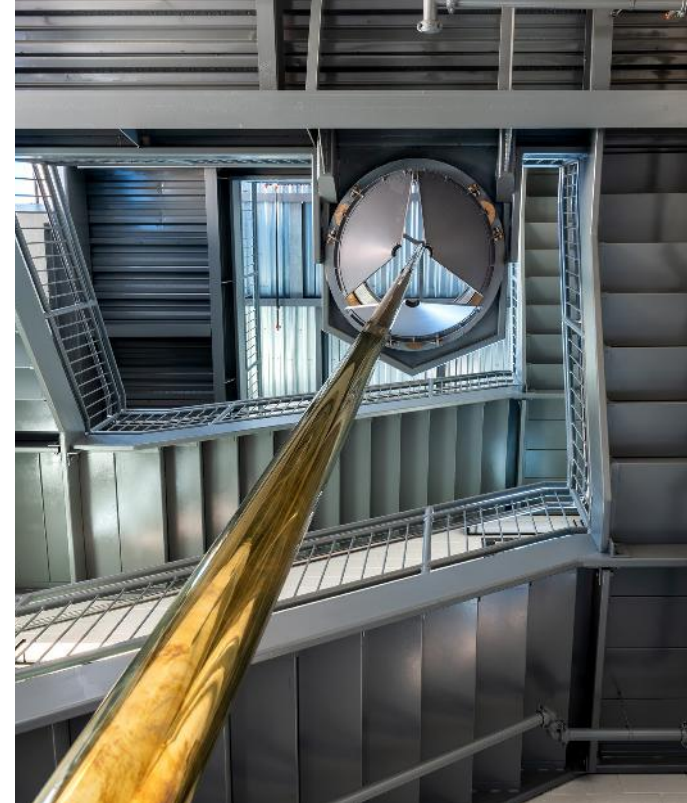
Nearly every aspect of Policing, Fire and Rescue has changed dramatically over the years, with one exception—the desire of emergency personnel to serve their community and to save and protect lives and property the best that they can. The realm of Public Health continues to evolve as well, and certainly, the community's approach to and delivery of services to support their constituency is enhanced with effective departmental interoperability. Facilities should enable faster and better communications, integrated systems and information exchange. Co-location can help, and when staff are fully and properly equipped, adequately trained, sufficiently inspired and motivated, and working in and responding from well-designed, organized, and functional facilities, the community's expectations of a high performing team of professionals can be met.

#2 – Urgency

This project is noted as an “urgent priority” to address the “public safety emergency and crisis” and other key programmatic, operational and collaborative initiatives to enhance and improve numerous health and safety issues within the City. With an office on Battery Street and the majority of our waking hours in the City, we are sensitive to this assessment and are driven to bring our expertise and history of project success with similar projects and challenges, in other cities and towns, to support this effort.

#3 – Contextual Design and Aesthetics

We have an appreciation for, and give consideration to, the unique character, history and architectural treasures of each New England community we engage with. We probe, test concepts, and seek feedback to be certain we understand the needs, goals, and purposes that our designs are intended to address now and for the long term. We take time to explore the streets, neighborhoods, and the vibe and look for those compelling visuals that will inspire and inform a responsive design that also answers to community concerns, interests, and ideas. Working primarily in the public domain, we seek to provide practical solutions - contextually appropriate and programmatically responsive solutions - while adhering to the fiscal realities that dictate design strategies. Our work, featured in the submittal, showcases our ability to align cost effectiveness, sustainability, purpose and presentation.





#4 – Sustainability (Green / High Performance Design)

D+W has been at the forefront of sustainability and high-performance buildings beginning with our early adoption of Green building design, continuing with our involvement in helping with the early development of CHPS and guidelines for the Vermont Green Building Network and BGS for the design of State Buildings, to our commitment to the 2030 Challenge. Our Net Zero Energy (NZE) Ready schools in Westwood and Gloucester and our Norfolk Fire Station (the first public safety NZE project accepted into the Mass Save Pathway 1 XNE-ready program and to receive financial incentive), are examples of our on-going sustainability focus. In addition, we have completed more than a dozen LEED Certified projects, numerous certifiable projects, and several on track to receive certification.

#5 – Community Engagement

Building support in the community is another aspect of our work that we embrace and where we excel. The more that the public is engaged, the greater their understanding becomes and the stronger their support grows. This will be a long engagement, and we must create awareness and maximize opportunity for participation for the entire community. This means numerous and varied options to when and where to meet, a robust communications plan (including a project-based website and language translation), and a sincere welcome to comments, ideas, and suggestions. We will work closely with you to share our progress, explain the details, and solicit feedback (and incorporate when appropriate).

#6 – Design and Construction Funding

We know that the construction project that will emerge from this effort will be a heavy lift financially. With the need labeled as urgent and critical, we also know that there will not be a more fiscally agreeable time to pursue this work.

We understand the nature of budgetary constraints which means taking an aggressive approach to cost-effective design, scheduling, material selection and procurement to protect the project and limit the impact from future market conditions. D+W has a great track record of balancing project needs with fiscal realities without compromising the design or the project's outcome.

#7 – Recruitment and Retention

The existence of “well-designed, organized, and functional facilities” noted previously is not only foundational to improved morale and productivity. These attributes cannot be overstated regarding their value in recruiting and retaining high performing staff. This is particularly true when neighboring communities can offer new facilities, on-site training opportunities, state of the art technology, and safe and healthy environments.

Summary

As noted in planBTV, Burlington, as a Connected City, “will grow through the benefit of a thoughtful and holistic understanding of the City’s many and inter-connected physical, environmental, economic, and social systems, and through the careful coordination of land use and development policies and decisions.”

The vision for Burlington as a Connected City includes the expectation that “...public services and facilities are managed in a way that are highly efficient and conserve resources, with a high priority placed on maintaining, upgrading, and improving the effectiveness of existing systems, facilities, and infrastructure before building new ones.”



An excerpt from planBTV reminds us, “Public buildings and facilities are an important capital asset, and present a visible expression of the community’s values, priorities, and expectations. The City must be a responsible steward of these resources, prioritizing the... stewardship of all public facilities... and new construction projects that demonstrate high quality design, energy efficiency, and green building techniques. We must also ensure that these facilities and services are appropriately staffed, and that there is adequate space to house equipment and materials to deliver the core public services residents deserve and expect.”

With you, Dore + Whittier will plan and execute a process to identify the interlocking parameters for the project and deliver a practical, cost-effective, operationally efficient, highly durable and sustainable, and aesthetically appealing solution, as we are known, and have shown, to do.

Scope of Work & Project Approach

PHASE 1 – Site Feasibility, Concept Design & Community Engagement

Task 1 – Initialization and Mobilization

Task 1 – Activity

- Kickoff Meeting – including establishment of the community engagement tools, strategies,
- Information Gathering and Review
- Authorities Having Jurisdiction, Planning and Zoning, Code Compliance
- Discuss what we’ve collected + reviewed; confirm findings, understanding, goals
- Discuss the project in the context of planBTV, ModernGov, and goals

This initial meeting with the Departments, City Staff and other invited personnel will serve to get acquainted, create the project directory, establish communications protocol, discuss the questionnaires, and confirm goals and objectives, roles and responsibilities, scope of work and schedule.

We also expect to discuss and confirm design criteria, community needs and expectations, sustainability goals and other guiding principles or directives from the City (quality, durability, aesthetics, etc.).

We will review relevant work that has preceded us (including our own Fire Department Consolidation Study from 2018) and confer with the City to gain an understanding of the issues and current thinking, and establish project goals and expectations.

Task 2 – Programming and Space Needs Analysis

Task 2 – Activity

- Establish meeting schedule for individual departments
- Conduct meetings and discuss thoughts re: collocating, interoperability, shared space
- Issue customized, on-line questionnaires
- Collect, organize data; review with departments
- Meeting to establish single facility needs





- f. Establish programs and spatial concepts for police, fire and public health departments
- g. Meet collectively to establish a complete co-location space program and alternative arrangement options.

Note: this is an iterative process that leads to the most practical and supportable choice of spatial needs and configuration of space for optimal adjacencies, circulation and productivity. It will also enable us to produce various configurations so that we have options for sites that might be desirable to explore but are constrained to accommodate a single complex. Multiple meetings will be necessary to reach consensus.

We will schedule and meet with assigned Department personnel to discuss current conditions, operations, staffing, capabilities and improvement strategies (what works, what can be improved).

D+W will customize proprietary on-line questionnaires that we will issue to the Fire and Police Chiefs and the City designee for other City teams; they can invite others from their departments to participate as well and we encourage input from additional members of each department. Its intended use for the questionnaire is the acquisition and documentation of specific information that will inform our programming effort and prepare us for a comprehensive, iterative, space needs analysis with each department. Once the questionnaires are completed, we will assimilate the responses, summarize our findings, and produce a programming and space needs spreadsheet. We will then prepare for, and conduct, productive meetings with each department as needed to ultimately reach consensus on the most practical program for the departments today and well into the future and to establish agreement on shared space, access and utilization. Refinement of the programs will enable the establishment of spatial needs and the development of floor plans, building footprints and site development plans.

Note: We understand that the City has determined that new facilities for the police, fire and public health elements of the proposed project should be within the downtown core and that there is awareness of potential sites that might be good candidates for consideration. We will begin our site assessments with a review of these and other sites that might emerge in our early discussions and explorations. (As noted above, in addition to developing spatial needs and departmental connections for a co-located, combined facility, we should also be looking at how to best accommodate the programs and space needs for each department, individually, and in some partial combined fashion (i.e. police and health departments together, fire separate).

Also, should a compelling parcel be available or of interest beyond the downtown core for a fire station and its apparatus, it could be necessary to conduct a location/response time analysis for discovery of the impact of its relocation.

It has also been suggested that once the Public Outreach effort begins in the June/July 2025 time frame, other parcels or properties may emerge as candidates for inclusion in our analysis. Consequently, because the final concept selection is slated for October 2025, conceptual plans will likely need to be based on the results of the programming and space needs analyses only and may potentially lack site development details.

Task 3 – Site Search

- a. Working with the City, determine available, desirable, or otherwise potentially suitable properties for consideration.

- b. Develop site development potential of each site to include/exclude for further analysis

We understand that in the consideration of meeting current and future needs, we are to help locate and assess at least three possible sites for development of a new Public Health and Safety facility. V/T Commercial personnel have a wealth of knowledge of the City and the history and disposition of properties in and around Burlington and they will help with this effort which can be conducted concurrently with Task 2.

We will conduct a visual site assessment of the vetted properties to discern existing conditions related to site development potential, issues and challenges and identify the pros and cons of proposed parcels.

Note: With the work of Tasks 1-3 completed, we will submit our findings and the project team will pause to study the results, then convene to discuss, make some decisions and map out the next steps, suggested below.

Task 4 – Site Assessment

- a. Evaluate and document existing conditions – utilities, traffic, abutters, site development issues/ challenges, etc.

We will call on our consultants as needed to visit the sites that have been selected for further study and more thoroughly investigate and assess the existing site conditions and for their potential for development. Should existing buildings be involved, the structure and building systems can be evaluated for potential reuse or demolition and any potential remediation needs.

Task 5 – Real Estate / Financial Analysis associated with each site option

- a. Determine the mechanism by which the real estate issues and costs will be factored into the ratings of the site
- b. Determine the costs and other implications of each site option

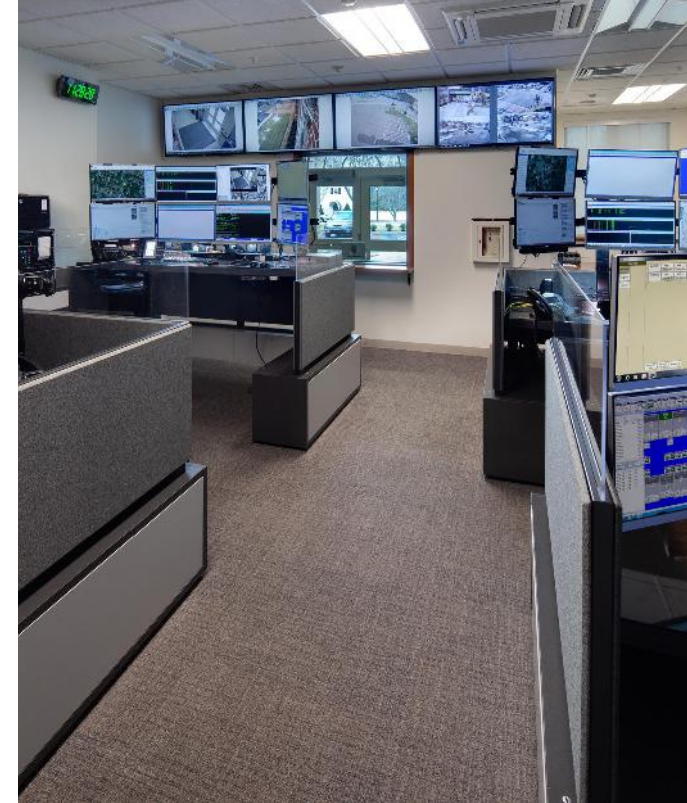
Task 6 – Site Selections

- a. Establish criteria against which to rate favorability of site attributes
- b. Determine a rating value for scoring favorability of site attributes and fiscal impacts
- c. Rank the site options using the approved rating system and select three for conceptual development

Task 7 – Conceptual Options

- a. Site Development for the selected sites
- b. Building Layout, Massing, Elevations, Adjacencies
- c. Generate Initial construction cost estimates for development options for the three selected sites

With the final 'right-sized' programming and space needs, and an understanding of the site's characteristics, we will enter the conceptualization phase of design. We will give thought to the massing, scale, building materials, structural elements and a design style all of which will be further developed in later phases of design.





We will seek your thoughts and preferences about design and aesthetics, and engage in some 'imagineering'. This is a discovery phase that will enable us to produce conceptual renderings suitable for cost estimating and presentation purposes but will not be heavy in detail at this early stage. Design is also an iterative process; building definition will evolve over time during subsequent phases after the programming, site evaluation and conceptual phase are completed.

Task 8 – Community Engagement

- a. Explore and establish the ways and means to inform, distribute, retrieve, respond
- b. Develop and maintain a project-based website
- c. Produce presentation materials and participate in public information meetings

Ours is a highly interactive and inclusive approach to setting goals and expectations, exploring ideas and developing options, reviewing progress and making decisions.

Communication with multiple stakeholders, between team members, City officials and local authorities and ultimately, with residents, is key to a successful study and project. Often, project challenges and missed opportunities are associated more with the process than the design or construction itself and are frequently the direct result of failed communications.

So, we emphasize and establish actions and protocols to create opportunities for sharing, discussing and obtaining feedback. Support for a project is directly correlated to the degree that stakeholders are informed and engaged. We are skilled at arranging, facilitating and leading team meetings and public presentations, addressing objections, reconciling issues, establishing a team unified in mission, and building consensus. We recognize the number and diversity of agencies and groups with whom we will be engaging and meeting with along the way. We embrace the role of leading a broad, collaborative effort.

The creation of a project-specific website can be a valuable tool to issue information, receive questions and comments, and connect with the community. Our Team is adept at coordinating, monitoring, and ensuring progress and a part of this responsibility is establishing and keeping schedules, leading design related meetings, and keeping the team apprised with the timely issuance of minutes, advisories and responses.

Task 9 – Final Selection

- a. Assist in the final analysis and selection of the option(s) for further development

Task #10 – Final Report

Task #11 – Execute property acquisition (by the City)

PHASE 2 – Preliminary through Final Design /Engineering

With an approval to proceed, we will begin the design for the selected option and suggest bi-weekly meetings to present progress, obtain feedback, receive and respond to questions, incorporate suggestions and ideas, and further the process.



Task #1 – Schematic Design

Design is a highly iterative process, with plenty of options to consider, explore, and decide. We are partners with our clients in design and will provide you information, offer suggestions, assess choices, and affirm selections en route to a final design package for the project.

We will advance the concept plans to a schematic level - generating floor plans, site plans, elevations and a 3-d massing model, describing building systems and our Net Zero/LEED certification strategies, obtaining a cost estimate, and initiate a Life Cycle Cost Analysis. Ultimately, schematic plans, cost projections, and design intent will be presented at a public meeting.

The schematic level of our drawings, outline specifications and narratives will define the scope of work and quality of materials and be of sufficient detail for our cost estimator PM+C to generate area or systems-based take-offs. We will review the estimate, line by line, with you and note cost savings measures worthy of further consideration.

With the site and sustainability and energy goals identified, our consultants can build an energy model that will help determine the best building geometry and thermal envelope to maximize the reduction of energy consumption. Various conceptual building and HVAC design scenarios can be generated and compared and, once cost estimates are furnished, carbon impacts and a Life Cycle Cost Analysis, taking into account operating and maintenance costs, can be generated. The model will be optimized and refined during the design process and funding incentives will be sought.

D+W and our Civil Engineer, EVI will contact the authorities having jurisdiction, determine requirements, and begin the permitting process for the project.

Also during this time, a Geotechnical Consultant should conduct soil borings and advise on soil conditions and advise on approaches for foundation design and any need for soil mitigation. A site survey will determine characteristics of the site and become the basis for site development, stormwater management, landscaping and associated plans.

Task #2 – Design Development

We will develop detailed design documents that will describe the technical aspects of the project. Generally, this phase seeks to solidify the size, number, location, dimensions, relationships, and space requirements of major building systems and components. We begin to document the specific aspects and requirements of interior spaces, determine plans for sustainability, make commitments to pursue green building measures, and align needs to support the Construction Manager (CM) delivery method should that be an approach in which the City may have interest.

Having learned during the programming task about the existing radio and communications systems and the needs and desires about them going forward, we will encourage the initiation of the dialogue with the equipment vendors to determine their role and scope in the planning and design phase. Our security, IT/technology consultant, David Pereira, will begin his engagement with them as this is a critical, yet often challenging coordination effort because of the vendor relationship with the owner.

We will obtain cost estimates from PM&C and work with the City as we progress to review the construction delivery options and enable the City to determine what best suits the project. Should the City opt for a CM approach, their procurement will be necessary and It would be prudent to start the CM selection process at this stage, so that we can obtain their input during design and use them to estimate costs in subsequent phases.





Task #3 – Construction Documents

Construction Documents serve as the basis for the public bidding of the project. Permit sets will be submitted to code officials for permitting review and approval. D + W and our consultants will fully detail and specify the components of the project. Cost estimates will be provided at 60% and 90% completion and reviewed for adherence to the budget. Work is fully coordinated among consultant disciplines to provide consistency of documentation.

Task #4 – Community Engagement

We will update the website and continue to work with the City to establish our outreach activities, schedule and presentation plans and materials and will be active and enthusiastic participants in the effort to help create project awareness, optimize understanding, and build support.

PHASE 3 – Bid Documents through Construction Management

Task #1 – Bid Documents and Bidding

With an approval to proceed, we will assist with bid package preparation, administer the bid process (coordinating and attending the pre-bid conference) review clarification requests and help with the evaluation of bids, including our recommendations for award. If requested, we can conduct a prequalification process to qualify Trade Contractors for the project.

Task #2 – Construction Administration

After the bidding is completed, the City will have a completed design, a firm price for the construction of the project, and permits in hand. D+W and our consultants will work closely with the project team throughout construction to deliver the project on time and within budget—typical of D+W projects. Services during construction include regular site visits, weekly progress meetings, field reports, and prompt reviews, decisions and approvals.

Task # 3 – Project Closeout

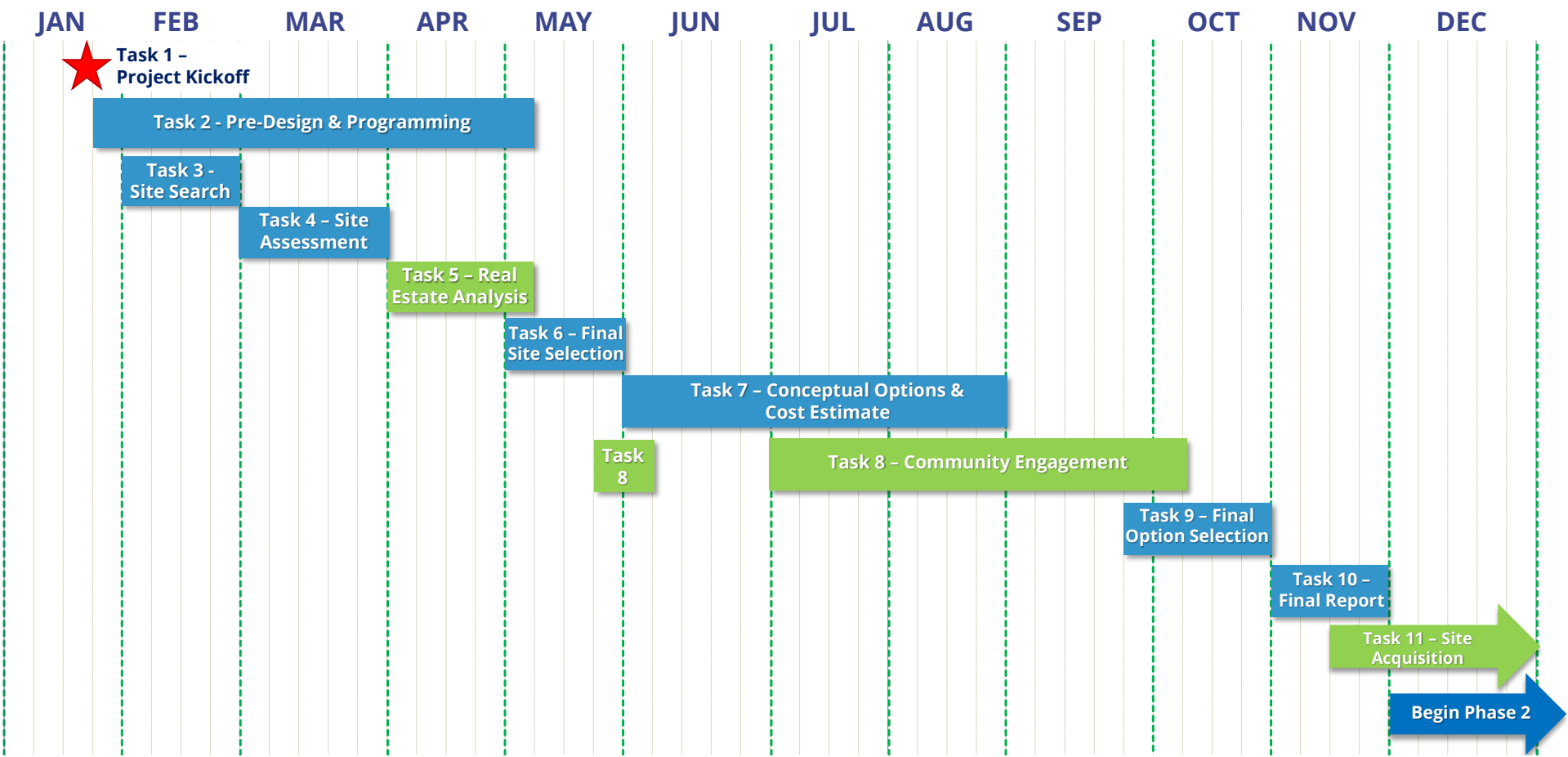
Once the construction project is complete, we work with the Contractor to secure as-built documents and warranties, furnish record document binders, provide building systems overview, training and Operations and Maintenance Manuals, and do a final back-punch to confirm that all remaining items have been completed. We will obtain Certificate of Substantial Completion and assist the Owner with inevitable adjustments as the users occupy the new building.

ADDITIONAL SERVICES

1. Existing Building Conditions can be assessed and documented in the event any sites identified as candidates for consideration might be reused, repurposed, or demolished.
2. Should there be a need to validate the need for new facilities, 1 North Avenue and Station #1 can be assessed for integrity, performance and wear, and impact on departmental operations, productivity, and efficiency. Constraints and deficiencies (lack of space, circulation, response pathways, space utilization, and functionality) can be identified.
3. Hazardous Material inspection and testing for existing police and fire stations as well as candidate properties being assessed.
4. Site Survey and Geotechnical and Geoenvironmental Consulting.
5. Location and Response Time Analysis.
6. Commissioning services.



Phase 1 Project Schedule – 2025



RELEVANT EXPERIENCE



EXPERIENCE OF KEY STAFF

Donald Walter AIA, Principal in Charge has been the leader of our Public Safety practice since its inception. He understands the industry thoroughly and is adept at helping to craft a pathway for practical solutions in the context of a client's available financial resources, and gaining public support. He assists the design team with ideation, logistics and oversight.

Lee Dore, President and Project Executive, has been a Project Manager and a Project Executive for twenty years, responsible for several major public K-12 education projects in Massachusetts along with all of our work in Vermont which has included projects for UVM, our Williston Public Safety projects, our Consolidation Plan for the Burlington Fire Department, miscellaneous projects for the Fire and Police Departments, the reconfiguration and update of 645 Pine Street to accommodate a consolidation of City departments, and our current planning and design for the Fletcher Free Library.

Tom Hengelsberg AIA, Project Manager, has been with Dore + Whittier for 14 years and has been based in Burlington for thirty, designing and managing projects in Vermont. Lee and Tom will lead the team and our interactions with the City's team, the Mayor and City Council, and the public presentations.

David Mentzer, AIA Project Architect, Marjorie Dickstein, AIA and John Thompson, Associate AIA are Senior Associates of the firm (50 years in total among them with Dore + Whittier) and are key to delivering responsive designs, comprehensive and accurate documents, and prompt, reasoned and fair responses to clients and contractors during construction. **Jason Harris** has provided the programming for our Public Safety projects for 15 years and is a talented designer, as is **Berglind Davis** (6 years with D+W) with interiors and furnishings (and who also has completed several public health related projects).

Supporting the project during construction will be **Tim Mullen** (17 years with Dore + Whittier), who has just completed the highly acclaimed, all-electric NZE Norfolk Fire Station. During this year's *Building Better by Design* Conference in Burlington, we presented this case study—a project which has achieved a 'first in the region' EUI of 32.5 for a fire station and the first utility financial incentives for doing so.

The team proposed for your project is intimately familiar with the City of Burlington, the State of Vermont, and public design and construction. They know how to navigate policies, laws, guidelines and regulations, and will be committed to the assignment for its duration. Each member is experienced with the requirements, needs, and expectations at each phase of projects—the study, planning, programming and pre-design stage, the development and comparative analysis of conceptual options, the highly interactive design process, and the attention, guidance and leadership to be provided during the construction, including commissioning and closeout. We present a team of seasoned professionals with a successful record of working with client and construction teams, coordinating with authorities having jurisdictions, collaborating with stakeholder groups and interested parties, and engaging with the community.

EXPERIENCE WITH FEDERAL FUNDING

1. Our recently completed Pine Hill Elementary School in Westwood, MA received over \$1M in ARPA funding and has applied for IRA funding, expecting to receive a check before January. While D+W assisted and supported the Town with the pursuit of funding, the submission of the applications was completed by the Town.
2. The renovations for the Freeman Street Fire Station in Stoughton, MA will include new space for the local VNA / Department of Public Health and is ARPA-funded.
3. The Phase 1 Fletcher Free Library project for envelope improvements is grant-funded from a federal program, Saving America's Treasures, administered by the National Park Service. It is also match-funded by the VT SHPO with a small grant. Our scope of work and design effort have been guided by these funding sources.



RELEVANT PROJECTS

Regarding public health services, our many school projects all include nursing suites. Last year's reconstruction of the Health Services Program at the Greater New Bedford Regional Vocational Technical High School provides teachers and students with up-to-date, contemporary facilities and exposure to real-world situations.

Most of our fire station projects have included a triage room and medical storage room and several recently completed stations included safe-haven vestibules. We have worked with the Visiting Nurse Association and the Department of Health in Stoughton to accommodate a dedicated suite for them in the renovation of the Freeman Street Fire Station. Planning discussions for recent projects have explored the role of public health, family services, and social programs and engagement with public safety.

Health and welfare is now a primary directive in the design of facilities for first responders to address their physical, emotional and psychological well-being. At the time of our Engine 42 project, Boston Fire Commissioner Finn, concerned about the prevalence of cancer in the fire industry, was engaged in a research project with Harvard's T.H. Chan School of Public Health. Their work informed our hot zone/cold zone design for Engine 42, which is now a regular industry practice, and led to additional strategies to minimize the presence of carcinogens, toxins and other irritants in the firehouse. Further, we now consider light, color, and nature in new ways, following Immersive Design strategies, to strengthen the body, mind and spirit. Also, emergency response agencies are directly addressing suicide prevention now, and requests for quiet rooms, family rooms, therapy dogs and the like are topics of discussion in facility planning.

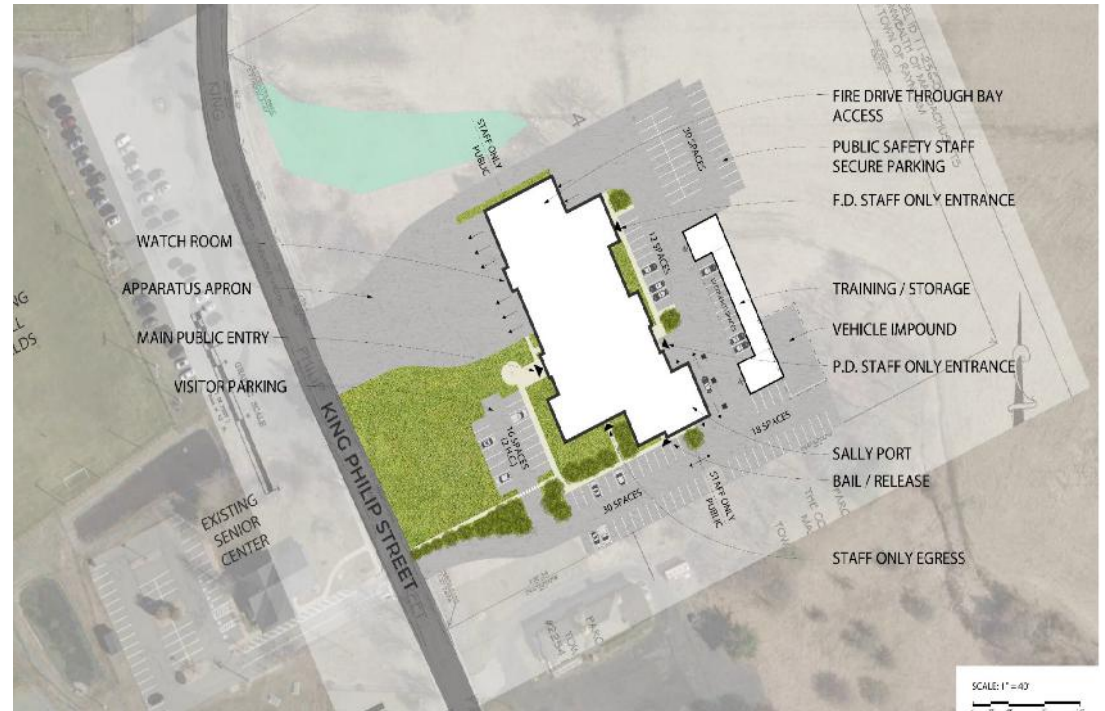
Relevant past and current projects are featured in the following pages to illustrate our history of adding facilities of enduring value to a municipality's assets.

Raynham Police and Fire

D+W completed a Feasibility Study that included a refinement of previous programs and a facilities assessment of the existing police and fire stations. Several sites were explored for locating a new combined facility and the preferred solution proposes a new fire and police station on town-owned property along King Philip Street.

Design Development has paused while the Town assesses site options.

POLICE DEPARTMENT SUBTOTAL:		FIRE DEPARTMENT SUBTOTAL:	
Building Area (Not Shared)	Space Needs (sf)	Building Area (Not Shared)	Space Needs (sf)
VISITOR AREAS	160	VISITOR AREAS	1,745
ADMINISTRATION	4,768	ADMINISTRATION	2,066
STAFF SUPPORT / TRAINING	2,480	STAFF SUPPORT / LIVING / TRAINING	4,097
OPERATIONS	4,478	OPERATIONS	13,765
INFRASTRUCTURE	175	INFRASTRUCTURE	8,474



Dedham Police and Fire



The new 49,000 SF facility sits on the site of the former town hall. Those offices were moved into the renovated Ames School building nearby and the adjacent fire station was razed, a green space taking its place and completing an ambitious, carefully planned, municipal campus for Dedham's bustling downtown.

The underground, single-level garage for employee and secured parking required deep excavation, extensive utility work, and stabilization. Strategies for noise, vibration, dust and debris control and mitigation were central to the construction process; vehicular and pedestrian traffic patterns changed frequently during the construction.

Design cues for the new building were extracted from the rich architectural palette of the downtown and nearby historic structures. Mill buildings are common in Dedham —there is much to be admired in their stamina, strength and simple elegance, characteristics that gain appreciation with age. It can be seen by even the casual observer that inspiration for this new facility was drawn from these historic mill elements. We were intentionally attentive to style, massing and materials in wanting to comport with the neighborhood while applying a creative touch to accommodate the present, the future, and critical opinion.

The building's orientation, its articulation in the overall campus context, and the small plaza and green space are all intended as welcoming signals designed to enhance the neighborhood nature of this newly established municipal complex. Community policing efforts are augmented by the strategic design of walkways, the building entry and signage, intriguing connections and inviting physical settings. A unique, perhaps iconic, urban landscape now characterizes downtown Dedham.







Scituate Public Safety

The former Scituate Police Station and adjacent Fire Station No. 4 were built in 1959. While structurally sound, neither facility functioned as needed any longer. Deficiencies were numerous, unsafe, and uncomfortable. The buildings were short on storage and programmatic space, and very inefficient.

The new 27,960sf Public Safety Complex features a Joint Dispatch Center, new consoles, furniture and IT equipment, several common spaces, appropriate separation of public and secured areas, and space for expansion. This coastal town has frequently been the victim of damaging and dangerous storms; now, for the first time, Scituate has a designated Emergency Operations Center (that doubles as a Training Room and Public Meeting Area) within its public safety facilities.

Constructed a mile north of the existing facilities, the new site features artful landscaping and vegetation around a rain garden and two gravel wetlands that form the site's creative stormwater management system. The project earned a **Bronze Station Design Award for Shared Facilities**.







Medfield Police and Fire

All personnel, along with apparatus and equipment of the police and fire departments, were relocated to temporary locations around the town so that their cramped, unhealthy and unsafe building could be razed to make way for a new, 41,022 SF combined facility. The design gesture of the new landmark is that of a gateway structure, the downtown being a few steps beyond, that also marks a new era of public service for the departments. The Town approved \$19.0 million for the project which was completed on time and, \$600,000 under budget.

"I think it came out fantastic. I really do," said John Nunnari, an architect and co-chairman for the Medfield Permanent Building Committee. With 20 years of building experience, he added, ***"Honestly, this is probably the building I'm most proud of."***

His co-chair, Mike Quinlan, also an architect, sent us a note *"...to express my gratitude for a job so well done! The project was perhaps one of the best I've been associated with in 20+ years in the design and construction business. We've received great feedback from the community in the design and it certainly is justified. The building came out great and it was virtually painless getting there."* He further noted that *"it's been an absolute pleasure to work with your team. I've been so impressed with how prepared your team has been for every meeting and handled every request we've thrown at you with aplomb."*

The Chiefs, both retired, were equally pleased and elated with the transformation. ***"This one is designed for decades and decades and decades,"*** Police Chief Bob Meaney said of the new building. ***"It's designed to be here, and stay here, and last."***





Westwood Police and Islington Fire



After developing the Master Plan for the Town's Public Safety facilities that proposed sequential upgrades, Dore + Whittier has completed the first two recommended Phases. Phase 1 - a new 3-bay fire station in Islington Village was completed in late 2017.

D+W explored numerous options involving multiple properties at the busy intersection of Washington and School Streets but ultimately, the existing site was reused, best suited to serve the new, expansive University Station development nearby. Fire Station No. 2 in Islington was razed, and apparatus, equipment, and personnel were temporarily relocated. A new station was constructed in its place, designed to set a tone for anticipated future development and architectural upgrades in the community.

Subsequent projects showcase the new character of the village that emerged and clearly followed the benchmark design established by the fire station.

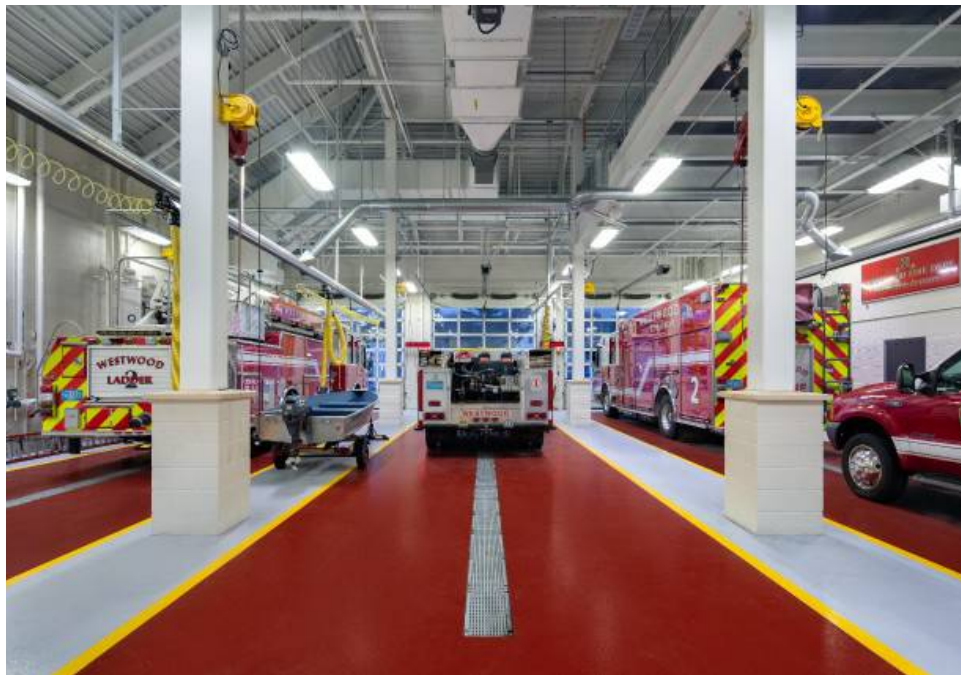
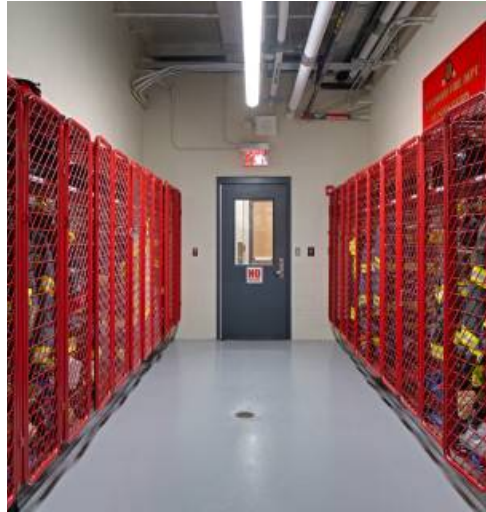
A new police station followed in early 2018, replacing the existing at the current site. After a comprehensive programming effort and a space needs analysis, Dore + Whittier designed a new 19,116 square foot police station to replace the severely undersized and cramped facility, a third the size of the planned building.

A new access road was constructed; the new structure sits adjacent to the venerable Town Hall. The old station continued in operation while the new facility was built behind it, oriented and dressed to augment the architectural strength, and comport with, the historic character of the neighboring Town Hall, and to broaden the civic flavor of the municipal campus as well.

Phase 3 - a new Fire HQ - is nearing design completion and will complete the multi-year improvements outlined in the Master Plan.







Williston Police, Williston Fire HQ Williston, VT

Our work began with exploring the potential for renovating the existing fire station in the historic village to accommodate the Town's Police Department.

After determining that this approach would be unworkable, the Town decided to raze the station instead and a 13,596 SF police station was built on the site. A new fire station, closer to the commercial center and Rt 89, was constructed concurrently, enabled by satisfactory, temporary accommodations for the fire department.

The police station features secure prisoner transfer, evidence handling and storage, fitness facilities, a training/community room and a 24-hour police dispatch center. With brick veneer/siding, metal stud and concrete masonry and an asphalt shingle roof, the building relates to the Federal style of the adjacent Town Hall and visually complements the architecture of this quintessential historic Vermont village.

The Fire Chief was impressed that we were able to create ***"one of the premier Fire Stations in New England while also being cognizant of the limitations of a municipal budget."***

The 21,621sf station has 4 double-deep bays and 2 single-deep bays for storage of EMS vehicles, ATV, snowmobile and trailer. Among the support spaces are a decon area, hose storage and drying with 2 hose towers for on-site training, 500sf turn-out gear room, dayroom, bunkrooms, bullpen, kitchen and dining room, 600sf exercise room (furnished with donated equipment), and a 1,050 sf training classroom. Area fire departments make use of the on-site training features incorporated into the design of the station.

The facilities have held up well and, after ten years, Chief Morton reported great satisfaction with the building's performance.







Stoughton Police and Fire

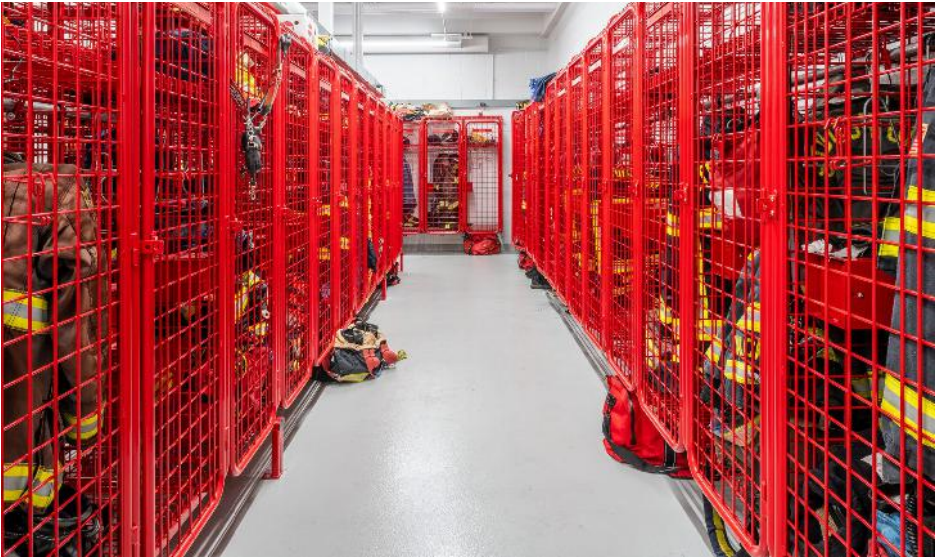
D+W completed a Feasibility Study that included a facilities assessment of the existing police and fire stations, (13) site evaluations, programming and space needs analyses for both departments and numerous renovation, stand-alone and combined facility options.

A new fire station became the favored option for an initial project to replace a woefully undersized, outdated and inadequate station built in the early 20th century. The program includes five, double-deep apparatus bays, a maintenance bay, (12) dorm rooms, fitness area, and kitchen/day room.

The original plan to accommodate a future, co-located police station was scrapped and we are currently reviewing programming needs for a potential renovation/addition project.

The public safety improvement funding supports renovations to the existing Freeman Street fire station. Also designed by D+W, the construction crew has mobilized. It will be remodeled as the Administration/HQ for the department and will include offices and meeting space for the VNA/Department of Health.







PROPOSED NEW TREMONT STATE FIRE STATION
(will become new Headquarters; Station #1, below, to be renovated)



Melrose Public Safety - Phase 1

All four of the City's public safety facilities are old and deficient; systems are at the end of their useful lives and the buildings fail to accommodate programmatic needs.

In 2017, we developed a Master Plan for the Fire and Police Departments after conducting a thorough assessment of existing conditions, completing programming and space needs analyses, and generating multiple options.

With a new Building Committee and new City and Departmental leadership, we updated the plan in 2023 and received funding approval from the voters for a phased approach to upgrading facilities.

For Phase 1, we have generated conceptual plans for a new Police Station (not yet made public) and a new 4-bay Fire HQ (upper left) that will displace Station #2 on Tremont St. (1st floor plan, above). The 1888 Central Fire HQ (left) will be rehabilitated in a subsequent phase, as will existing Station #3 on the east side of town.

Reference: Denise Gaffey, Director and City Planner
daffey@cityofmelrose.org 781.979.4194

Norfolk Fire Station

After completing a programming exercise with the department and evaluating the existing public safety building, occupied only by the fire department since the police moved into their new building a few years ago, we conceptualized how a renovation/addition project might be delivered. However, many shortcomings would have remained in such a scenario, so a new building became the preferred option.

The facility was designed in response to anticipated future growth of the Town and is 100% electric and NET-ZERO-ENERGY READY. Working closely with Eversource and MassSave, we have achieved an EUI of approximately 34.5 which, given the facility's 24/7 operation in a northern climate, is the best that has been attained in the region to date. This is the first fire station/public safety project to be accepted into the MassSave Pathway 1 ZNE-ready program. Based on the EUI noted above, it will also be the first project receiving incentives from this program (\$2.50 per square foot).

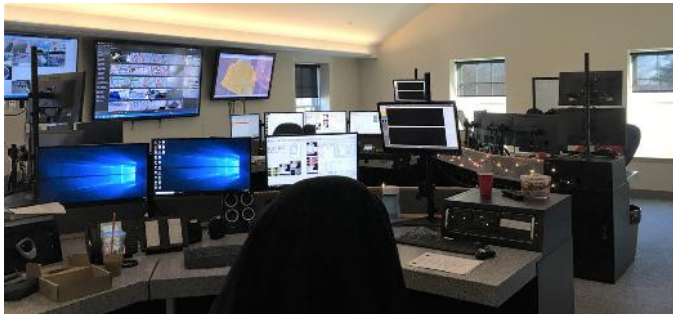


Construction has been completed; landscaping will follow in spring 2025



RENDERING OF NEW STATION





Danvers Police Station

Despite its small footprint, this addition to the Police Station remains one of our most coveted projects as it finally created space in Town for a needed Emergency Operations Center and a Training Room for the department and also tasked us with architecturally blending with the existing building which is modeled after the House of Seven Gables in Salem.

Working closely with the Police Chief, the DPW Director, and the Town Manager, D+W established the programming and space needs for the addition to accommodate an expanded Dispatch Center and the dual-use EOC/Training Room. We developed three options: a two-story option with Dispatch on the second level, a two-story option with Dispatch on the first level, and a single-story option. The favored plan—a 3,750 SF addition with Dispatch on the second level—initially included 8 stations for a future RECC surrounded by a separate supervisor's area, a server room, a small conference room, a break room with kitchen area, dedicated locker room and bathrooms. Ultimately, four stations were installed during construction with all new equipment and furniture and space was allocated to accommodate two more stations in the future.

The scope of work included adding sprinklers throughout the building, expanding the men's locker room, and adding space to create new lockers, showers and toilet facilities for women.



Boston Engine 42

After an intensive planning, program development and design period, the City's first new fire station in three decades was constructed for Station 42 near the Roxbury/Jamaica Plain line.

Prior to construction, D+W designed temporary facilities to accommodate staff, equipment, and apparatus. A pre-engineered building was constructed to house the offices and living quarters while an engineered fabric structure was erected for apparatus. Personnel and equipment occupied the temporary quarters while the existing 2-bay station was razed and new, 3-bay 23,689 SF building was constructed, attaining a LEED Silver certification.

Boston is a national leader in addressing the long-term carcinogen health effects on firefighters. This station is the first in Boston to be designed to effectively separate working areas from living/administrative areas. By strategically separating these functions, physically, and designing the HVAC system to isolate conditioned air, the facility is a model for future stations.

Boston Engine 17 - Later, D+W completed the programming and space needs planning for the new Engine 17 for the City's House Doctor architect who was the prime designer for the project.

Westwood Fire Headquarters

D+W completed a Public Safety Master Plan for the Town of Westwood in 2014. After designing and building a new Fire Station #2 in Islington and a new Police Headquarters next to Town Hall, the final piece of the plan, the Fire Headquarters station, is in progress.

A renovation/addition option gave way to a new facility and after several other sites were vetted and considered for development, the Town chose to build on the site of the existing station. While this choice requires the temporary relocation of personnel and equipment, the location is optimal, the reuse of the site simplifies its development over the other options, and site acquisition cost was avoided. These factors were strongly favorable and led to the final decision to build here..



Gloucester Police and Fire

D+W has been very active in the City in recent years which began with our feasibility study, conceptual plans, and schematic plans of the preferred option for a new combined police and fire station in 2014. After a thorough space needs analysis conducted with both departments, we developed numerous options to accommodate a total of 53,705 SF of program space (11,600 SF for police, 5,520 SF of shared space and 6,608 SF of covered parking) with an estimated construction cost of \$28.5 million. Alternates were developed for a 4-lane firing range and a simulator.

Ultimately, the City could not arrange to build on its chosen site and the project was tabled. References we might have offered for this activity (police chief, fire chief, mayor) are no longer with the City.

In 2018, D+W was retained for an on-call contract with the City. The first task given to us was a city-wide assessment and master plan for their municipal buildings. Capital improvements were identified and prioritized and, in accordance with our recommendations, implementation of various projects began.

Capital improvements recommended for the four fire stations total \$7.2 million over 10 years.

Gloucester Police and Courthouse

For Work Order #15 under our on-call contract, we developed construction documents for HVAC, building envelope and a variety of other upgrades for the co-located Police Station/CourtHouse building (shown at right). The Court's operations relocated to Peabody in May 2023 while the Police Department moved into the Court's 2nd floor space during renovations to the basement and first floor (27,000 SF). After the Police Department moved into its updated quarters, the 2nd floor was completed and the Court has returned to its former space in the building. Project closeout will occur in January 2025.





Fitzgerald Public Safety Complex Plaistow, NH

The Town of Plaistow hired Dore + Whittier in June 2014 to review a previous programming and site study and perform a conditions survey of the existing Public Safety Building, the site, and recently-acquired adjacent land.

The Design Team met with both the Fire and Police Departments to prepare an initial space needs analysis as the basis for single line conceptual plans. Several options included a separate Police Station as well as a Police Station addition to the existing Public Safety Building. The Town and Working Group (Police and Fire Departments) put forth the preferred option of:

- Light Renovation to the existing 16,006 SF to upgrade for use as the Fire Station

- Single-story 13,837 SF Police Station attached to the existing Public Safety Building (shown at left)

- Construction of an access road

Construction was completed during the summer of 2017 to great fanfare.

Reference: Chris Knutsen, Fire Chief
603.382.5012 x401

Note: Chief Knutsen replaced retiring Chief McArdle and was not party to the design and construction, but can speak to the facility's functionality, building systems, and performance.





White Street Fire Station #3 Springfield, MA

In order to construct a new fire station on a small, constrained triangular-shaped site at the intersection of White and Vermont Streets, Dore + Whittier developed an efficient 3-story solution with living quarters on the 3rd floor and offices and the conference/training room on the second.

Close to a main commercial thoroughfare in a densely populated section of the City, FS#3 contextually fits into the surrounding residential neighborhood. The design team met its main directives -- construct an energy-efficient, 50-year building, as "green" as possible, minimize impact to the neighborhood during construction, and create a community asset that is key to the City's revitalization efforts.

White Street was the first LEED™ building for Springfield and the first LEED™ Gold fire station in New England. Reports from City officials confirm that a neighborhood "renaissance" has indeed been in progress.

Reference: David Fontaine Jr. (Fontaine Brothers, Inc., GC)
(city/department contacts no longer available)
413.781.2020



**NEW LEED™ GOLD STATION IN
VICTORIAN NEIGHBORHOOD**





MA Department of Fire Services (DFS)

Dore + Whittier has been engaged with the DFS since 2010 when we were selected to conduct a Certified Study for a new training and administration building at the Springfield MA Academy. We later completed the design for the new 18,477 SF facility that included space for the Springfield Fire Department and the MA State Police Bomb Squad. A ribbon-cutting (actually, a hose de-coupling) ceremony was held in December 2015 to great fanfare.

Construction cost was \$9.3 million

References: Sheila Remondi
Director of Administrative Services
978.567.3140 / sheila.remondi@mass.gov

In 2011, Dore + Whittier was chosen for a House Doctor contract with the DFS and since that time, we have completed numerous, small projects ranging from an HVAC study to the design and construction of two search and rescue props, and upgrades.

DFS Bridgewater

In 2020, D+W was selected to conduct a Certified Study to Master Plan the new Bridgewater campus for DFS. This activity included an existing conditions assessment and programming sessions with the various users of the facility. Projects were prioritized to meet short and longer term training objectives within the facilities and in the training yard as well. A Phase 1 Scope of Work has been produced and is in the Schematic Design phase.

Initial available funding of approximately \$12.0 million will be applied for infrastructure upgrades, a water reclamation system and a new Class A Burn Building.

Like Springfield, there is an emphasis on energy efficiency and resiliency; its water reclamation system is central to site development.

References: Sheila Remondi
Director of Administrative Services
978.567.3149
Scott Schilt
DCAMM Project Manager
857.204.1233 / scott.schilt@state.ma.us







Maynard Fire Station

The existing Fire Station had many physical deficiencies and no longer adequately accommodates the needs of the department. In 2015, Dore + Whittier was selected to conduct a Feasibility Study for an expansion and renovation project to meet the needs of the community today and beyond. The intent was to add 2 apparatus bays with administrative spaces above and to renovate the existing facility to bring it into code compliance. The quantity and severity of problematic issues proved too excessive and cost prohibitive to seriously consider.

Dore + Whittier subsequently surveyed the Town Hall site to determine the potential for relocating the department. Renovations and an addition to the rear of Town Hall were conceptualized which would have forced Town Hall offices to a new location and the fire and police departments colocated. This solution was not widely embraced; ultimately, a new site was identified and, despite its constraints, was suitable to accommodate the full program and the department's new home was completed in 2022.

The first floor of the station includes a 6,698sf five-bay apparatus garage. Accessory spaces for the apparatus are located adjacent to the garage and include turnout gear lockers, watch room, decontamination area, workshop, SCBA fill stations and janitor closets. The building is set into a sloping landscape and features a split level design with the main entrance at the far end of the second floor, convenient to the main parking lot. The second floor hosts six dormitories, living quarters with a kitchen and day room. The building features a fitness area, administrative offices and a large training conference room.







Donald M. Walter, AIA, NCARB
Principal & CEO

Principal in Charge

Project Role: Donald leads the public safety group at D+W. He is the contract manager and develops project strategies and approach with the project team and client, oversees the design effort, and reviews the firm's production.

Current Projects

Melrose MA – Schematic Design for new Police Station and new Fire Headquarters
Consentino Middle School, Haverhill MA – in Construction (MSBA)
Hatherly Elementary School, Scituate MA – in Construction Documents (MSBA)
Westwood (MA) Fire Department – Final Design for New Fire HQ to replace existing

Relevant Work

Stoughton (MA) Fire and Police Departments
– New Prospect Street station; renovations for existing Freeman Street station to become Headquarters;
Feasibility Study for Police Station renovation/addition project
Norfolk (MA) Fire Headquarters
– New, NZE-ready, zero carbon emissions
Scituate (MA) Public Safety Complex – New combined facility
Dedham (MA) Public Safety – New combined facility
Medfield (MA) Public Safety – New combined facility
Melrose (MA) Master Plan for Fire and Police (2017 & 2023)
Westwood (MA) Public Safety Master Plan, New Police Headquarters & New Islington Fire Station #2
Boston Engine 42, Roxbury, MA – New fire station, LEED v3 Gold
Maynard (MA) Fire Station – New facility
North Attleborough (MA) Fire Department Feasibility Study
Swansea (MA) Fire Department Master Plan for four stations
DFS Southeast Master Plan, Bridgewater, MA (DCAMM)
Gloucester (MA) Public Safety Feasibility Study for new complex
Danvers (MA) Police Station
– Addition (new EOC & dispatch center) and renovations
Raynham (MA) Pubic Safety Study and Schematic Design
Hingham (MA) Fire Station Study
White Street Fire Station, Springfield, MA – New LEED Gold station

Years of Experience

25 with Dore + Whittier
16 with other firms

Education

Boston Architectural College
Bachelor of Arts, Architecture
Alfred University
BA, Environmental Studies
Hartford State Technical
College
AS, Architecture

**Registrations &
Certifications**

VT Registered Architect 72775
Member, American Institute
of Architects
National Council of
Architectural Registration
Boards (NCARB)



Years of Experience

28 with Dore + Whittier
1 with other firm

Education

University of Vermont
Bachelor of Arts

Registrations & Certifications

Associate Member, American
Institute of Architects

Construction Specifications
Institute (CSI)

USGBC LEED AP®

Lee P. Dore, Associate AIA, CSI, LEED AP® Principal & President

Project Executive

Project Role: As Project Executive, Lee will oversee design and construction administration efforts, guiding the team, making pivotal decisions, and mitigating critical issues as needed.

Current Projects

Wildwood School, Wilmington MA – in Schematic Design (MSBA)
Vermont Military IDIQ miscellaneous projects

Relevant Work

645 Pine Street, Burlington VT – Space reconfiguration & upgrades

Williston (VT) Police Station and Fire Headquarters

Vermont Fire Training Academy, Pittsford VT – LEED Silver

South Burlington (VT) Fire Station Renovation/Addition – Feasibility Study & Schematic Design

Town of Grand Isle (VT) Municipal Master Plan – Space Planning for fire station, town hall, DPW, and library

Champlain Valley Union High School Facility Assessment

City Center, South Burlington VT

- Space Needs Analysis and concepts for new City Hall, Community Library & Rec Dept w/Senior Center

Fletcher Free Library, Burlington VT – Feasibility Study & Schematic Design for renovation of the library

Larner Classroom, University of Vermont College of Medicine, Burlington VT

- Planning, design & construction admin services for a new high technology, team-based Learning classroom

Charlotte (VT) Central School

- Facility Assessment, 3-year phased Capital Improvement Plan, upgrade projects

South Burlington (VT) School District

- Facility assessment of 3 elementary schools

- District Master Plan

- Feasibility Study / Conceptual Options / Schematic Design for Preferred Option for Middle/High School

Shelburne (VT) Community School – Renovation of PK-8 public school

Elm Hill + Union Street Schools, Springfield VT – Renovation/addition

Northbridge Elementary School, Whitinsville MA (MSBA)

- New PK-5 school for 1,021 students, LEED v4 Silver certified

Park Avenue Elementary School, Webster, MA (MSBA)

- New, grades PK-4, 818 students, LEED v3 Gold certified

Greenfield (MA) High School (MSBA)

- New 160,000sf school and renovation of existing auditorium, LEED v3 Gold certified



Thomas Hengelsberg AIA, NCARB, LEED AP®
Associate

Project Manager

Project Role: Tom will be your primary contact and responsible for overall team coordination, project meetings, communication, budget and schedule. Tom combines strong technical knowledge with a keen design sense and a collaborative management approach.

Current Projects

Hatherly Elementary School, Scituate MA – in Construction Documents (MSBA)
Fletcher Free Library, Burlington VT – Envelope improvements

Relevant Work

City of South Burlington (VT)

- Facility Assessment of city buildings (two fire stations, city hall, civic center, and DPW properties)
- Space Needs Analysis and concepts for new city hall, community library & rec dept w/senior center

Town of Grand Isle (VT) Municipal Master Plan

- Space Planning for fire station, town hall, DPW, and library

Fletcher Free Library, Burlington VT

- Feasibility Study & Schematic Design for renovation of the library

Larner Classroom, University of Vermont College of Medicine, Burlington VT

- Planning, design & construction admin services for a new high technology, team-based Learning classroom

Charlotte Central School, Charlotte VT

- Facility Assessment, 3-year phased Capital Improvement Plan, energy efficiency upgrades

South Burlington (VT) School District

- Long-term school facilities Master Planning
- District Administrative Offices—planning & programming for relocation

Mt. Abraham Union High School, Bristol VT

- Programming and conceptual design for renovations

Northbridge Elementary School, Whitinsville MA (MSBA)

- New PK-5 school for 1,021 students, LEED v4 Silver certified

Greenfield (MA) High School (MSBA)

- New 160,000sf school and renovation of existing auditorium, LEED v3 Gold certified

Northeast Metropolitan Regional Vocational School, Wakefield MA

- Feasibility Study with multiple options evaluated in preparation for a major renovation/addition project
- On-Call Project Architect for small Capital Improvement Projects

MassBay Community College, Wellesley Hills MA

- Review of existing conditions, programming, design analysis, and schematic design of a proposed relocation of and upgrades for the Library, Computer Lab, Computer classrooms and Academic Achievement Center

Years of Experience

14 with Dore + Whittier
17 with other firms

Education

Syracuse University
Bachelor of Architecture

**Registrations &
Certifications**

VT Registered Architect 2201

Member, American Institute
of Architects

National Council of
Architectural Registration
Boards (NCARB)

USGBC LEED AP®



Years of Experience

16 with Dore + Whittier
5 with other firms

Education

University of Cincinnati
Bachelor of Architecture

Registrations & Certifications

VT Registered Architect 58756

Member, American Institute of Architects

National Council of Architectural Registration Boards (NCARB)

CSI Construction Documents Technologist (CDT)

USGBC LEED AP®

WELL Accredited Professional

Awards

Inaugural Recipient of AIA VT John Dale Award (2020)



David S. Mentzer, AIA, NCARB, CDT, LEED & WELL AP®

Senior Associate

Project Architect

Project Role: As Project Architect, Dave establishes design criteria and participates in the design process to optimize accessibility and functionality and check compliance with codes. He reviews submittals and shop drawings and reviews substitution and change order requests for conformance with materials, methods and design intent. He provides input related to design objectives, the physical appearance and architectural features of the building.

Current Projects

Hatherly Elementary School, Scituate MA – in Construction Documents (MSBA)

Consentino Middle School, Haverhill MA – in Construction (MSBA)

Vermont Military IDIQ miscellaneous projects

Relevant Work

Vermont Fire Training Academy, Pittsford VT

– New LEED Silver training/administration facility

Dedham (MA) Public Safety – New combined police & fire facility

Westwood (MA) Police Headquarters & Islington Fire Station #2 – New, separate facilities

Center Fire Station, Groton MA – New station

DFS Training Academy, Springfield MA

– New training and administration facility

Connecticut Regional Fire School, Fairfield CT

– New training academy, administration and vehicle maintenance facility

Charlotte (VT) Central School – Addition/renovation for entrance, reroof, and new elevator

South Burlington (VT) Middle School /High School – Study and conceptual plan for new combined school facility

Vermont Military Department Indefinite Delivery/Indefinite Quantity (IDIQ) contract

– Miscellaneous repair/upgrade projects

– Westminster Armory renovation

Larner Classroom, University of Vermont College of Medicine, Burlington VT

– Planning, design & construction admin services for a new high technology, team-based Learning classroom

Needham (MA) Public Schools

– High school 21,000 SF addition and 13,200 SF renovation

– New Sunita L. Williams Elementary School, LEED v4 Silver certified (MSBA)

Pentucket Regional Middle-High School, West Newbury, MA (MSBA)

– New 211,700sf school for 965 students

Northbridge Elementary School, Whitinsville MA (MSBA)

– New PK-5 school for 1,021 students, LEED v4 Silver certified



Jason Harris, Associate AIA, LEED AP®

Public Safety Programmer/Designer

Project Role: Jason will issue and review questionnaires, conduct programming discussions, generate initial space needs summaries, and develop options for configuration of space.

Current Projects

Stoughton (MA) Police – Review/update of 2021 program
Melrose (MA) Police – Programming/Schematic Design for new station
Melrose (MA) Fire – Programming/Schematic Design for new station
Raynham (MA) Review/update of program & design (restart of project after a site-related delay in 2021)

Relevant Work

Dedham (MA) Public Safety
– Programming, Feasibility, and Schematic Design for new combined police & fire facility
Norfolk (MA) Fire Headquarters
– new, NZE-ready, zero carbon emissions
Westwood (MA) Fire Department
– Feasibility Study/Programming/Schematic Design for New Fire HQ
Fitzgerald Public Safety, Plaistow NH
– Redevelopment of existing public safety facility and addition for a new, attached police station
Melrose (MA) Master Plan for Fire and Police
North Attleborough (MA) Fire Department Feasibility Study
Dunstable (MA) Public Safety
– Feasibility Study for Fire and Police
Gloucester (MA) Public Safety
– Programming and Feasibility Study
Stoughton (MA) Fire Department
– Programming/Feasibility/SD for new Prospect St station & renovations to Freeman St station to become HQ
Swansea (MA) Fire Department
– Master Planning for Addition/Renovation/Replacement of existing facilities
Stoneham (MA) Fire Feasibility Study/Conceptual Plan for new 2nd station and add/reno for historic HQ
DFS Southeast Master Plan, Bridgewater MA (DCAMM)
Boston (MA) Engine 42 – Programming, Feasibility, and Schematic Design for new fire station
Boston (MA) Engine 17 – Programming for new station (for City's House Doctor architect)
Maynard Fire Station, Maynard MA
– Programming, Feasibility, and Schematic Design for new facility

Years of Experience

15 with Dore + Whittier
10 with other firms

Education

Portland State University
BS, Architecture
Columbus State College
Associate of Applied Science

Certifications

Associate Member, American
Institute of Architects
USGBC LEED AP®



Marjorie Dickstein, AIA, NCARB, LEED AP® BD+C, CCS, CCCA, CIP-a Senior Associate

Specifications Specialist

Project Role: Working closely with the Project Team, Marjorie will select materials and components and develop specifications based on proven methods and performance, cost effectiveness, and sustainability objectives. She will assist in the review of contractor submittals to ensure performance with design intent.

Current Projects

Hatherly Elementary School, Scituate MA – in Construction Documents (MSBA)
North Attleborough (MA) High School – in Schematic Design (MSBA)
Wildwood School, Wilmington MA – in Schematic Design (MSBA)

Relevant Work

Grand Isle (VT) Fire Station Feasibility Study & Schematic Design
Dedham (MA) Public Safety – New combined police & fire facility
Westwood (MA) New Police Headquarters & New Islington Fire Station #2
Stoughton (MA) Fire Department
– New Prospect St fire station and renovations to existing Freeman St station to become Headquarters
Center Fire Station, Groton MA – New station
Connecticut Regional Fire School, Fairfield CT
– New training academy, administration and vehicle maintenance facility
Gloucester (MA) Police Station/Courthouse renovations and upgrades
Maynard (MA) Fire Station – New fire station
Scituate (MA) Public Safety Complex – New combined facility
Danvers (MA) Police Station
– Addition (new EOC and dispatch center) and Renovation
Hingham (MA) Fire Station Study
South Burlington (VT) High School renovation
Pine Hill Elementary School, Westwood MA – new, Net Zero Ready (MSBA)
Pentucket Regional Middle-High School, West Newbury, MA (MSBA)
– New 211,700sf school for 965 students
Northbridge Elementary School, Whitinsville MA (MSBA)
– New PK-5 school for 1,021 students, LEED v4 Silver certified
Needham (MA) High School Addition/Renovation
Pine Grove School, Rowley, MA (MSBA) – renovations & upgrades

Years of Experience

10 with Dore + Whittier
19 with other firms

Education

Yale University
Master of Architecture
Eugene Lang College, New
School for Social Research
Bachelor of Arts
Parsons School of Design
Bachelor of Fine Arts

Registrations & Certifications

VT Registered Architect 2787
Member, American Institute
of Architects
Nat'l Council of Architectural
Registration Boards (NCARB)
USGBC LEED AP® BD+C
CSI Certified Construction
Specifier (CCS)
Certified Construction
Contract Administrator (CCCA)





Michele Barbaro-Rogers, AIA, NCARB, CPTED

Senior Associate

Security Consultant

Project Role: As a CPTED (Crime Prevention Through Environmental Design) certified professional, Michele can offer expert recommendations on designing spaces that promote natural surveillance, clear boundaries, controlled access, and a sense of community care, all aimed at enhancing safety for facility users and the surrounding community.

Current Projects

Consentino Middle School, Haverhill, MA (MSBA), Project Manager – in Construction
Westwood (MA) Schools and Municipal Buildings Assessment
Needham (MA) On-call contract – miscellaneous repair, replacement & upgrade projects

Relevant Work

East Veterans Elementary School, Gloucester MA – new, LEED Gold certified (MSBA)
Mulcahey Elementary School, Taunton MA – new, LEED Silver certified (MSBA)
Sunita L. Williams Elementary, Needham MA – new, LEED Silver certified (MSBA)
West Parish School, Gloucester MA – new, LEED Gold certified (MSBA)
Gloucester (MA) Elementary Schools – Facility Assessment & Master Plan
Billerica (MA) Public Schools – Comprehensive Facilities Study & Master Plan
Chelmsford (MA) Facilities Assessment/Master Plan & Master Plan Update
Needham (MA) Elementary and Middle School Master Plan; High School Expansion; On-call architectural services
Easton (MA) Municipal & School Facilities Study & Master Plan – 19 buildings
Natick (MA) Public Schools – Elementary & Middle School Facilities Assessment
Brockton (MA) Public Safety Complex
– Concept Plan for facility to accommodate City's public safety departments, District Attorney's Office, municipal IT department, ATF, and FBI
Dedham (MA) Senior Center
– Concept plans for adaptive re-use of 1904 barn on historic Endicott Estate
MassBay Community College Library, Wellesley Hills MA
– Review of existing conditions, feasibility study, programming, design analysis, and schematic design for proposed relocation/expansion of the Library, Computer Lab, Computer classrooms and Academic Achievement Center
– Concept design for new academic building for Biotech Science

Years of Experience

14 with Dore + Whittier
24 with other firms

Education

Roger Williams University
Bachelor of Architecture

Registrations & Certifications

National Council of
Architectural Registration
Boards (NCARB)
Crime Prevention Through
Environmental Design
(CPTED) Certified



Berglind Davis, NCIDQ, IIDA

Interior Designer

Project Role: Berglind will work closely with the team to take the programmatic needs and develop options for the layout of the space, establishing space standards based on users' needs, desired outcomes and project goals. She will bring to life the look and feel of spaces through color and finishes that complement the function of each department.

Current Projects

Stoughton (MA) Freeman Street Fire Station renovations/VNA area setup
Wildwood School, Wilmington MA – in Schematic Design (MSBA)

Relevant Work

Norfolk (MA) Fire Headquarters – new, NZE-ready, zero carbon emissions
Stoughton (MA) New Prospect Street Fire Station
New Boston Engine 42, Roxbury MA
645 Pine Street, Burlington VT
– Municipal Offices Programming, Space Reconfiguration
Massachusetts State College Building Authority (MSCBA) House Doctor
– Framingham State University 2018-2020 Summer projects
Northbridge Elementary School, Whitinsville MA (MSBA)
– New PK-5 school for 1,021 students, LEED v4 Silver certified

With MorrisSwitzer Environments for Health:

Mt. Mansfield Orthopedics, VT: Medical Office Building
Mt. Ascutney Hospital, Windsor, VT: Emergency Department Renovation
Champlain Valley Oral & Maxillofacial Surgery, VT: Dental Office Fit-Up
CVPH, Medical Center, Plattsburgh, NY: Surgery Addition & Renovation
CVPH Medical Arts Building, Plattsburgh, NY: Medical Office Building
Maine Medical Center, Scarborough, ME: Ambulatory Surgery Center
D'Youville Pavilion, Lewiston, ME, Alzheimer & Dementia unit renovation
Sunbury Primary Care, Bangor ME, Medical Office Building
Alice Hyde Medical Center, Malone, NY: Rehabilitation Center

With Freeman French Freeman:

VA Medical Center, White River Junction, VT: Inpatient Psychiatric Unit Renovation
USDA Testing Laboratory, Hanover, NH: Laboratory and Office Fit-Up
Community Health Center of Burlington, VT: Medical Office Building (LEED Certified)
Springfield Hospital, VT: Laboratory and Infusion Clinic
Associates in Orthodontics, P.C., Essex, VT: Dental Office Fit-Up
Rumford Hospital, Rumford ME: Consolidated Inpatient Unit
Penacook Family Practice, Penacook, NH: Medical Office Building

Years of Experience

6 with Dore + Whittier
20 with other firms

Education

The Danish School of Design, Copenhagen
BFA Interior Architecture and Design

Registrations & Certifications

Certified Interior Designer,
National Council on Interior Designer Qualifications
Member, International Interior Design Association



John F. Thompson, Assoc. AIA, LEED AP®
Senior Associate

Document/QA-QC Manager

Project Role: Assisting the Design Team, John will support the development of the design drawings and construction documents. During construction, he will assist the Project Manager with our construction administration services. John will investigate accessibility issues and ensure that the design complies with all requirements of ADA and MAAB.

Current Projects

Greater New Bedford Regional Vocational Technical High School, New Bedford MA On-call contract – Various projects, including upgrades and renovations to vocational program spaces (collision, health services, culinary)

DFS Training Academy Facility (Ph 1), Bridgewater MA

Relevant Work

Williston (VT) Public Safety Facilities

Burlington (VT) Fire Department Consolidation Plan code review

Burlington (VT) Fire Station #2 dorm area toilet and renovations

Shelburne (VT) Fire Station concept plan

DFS Training Academy Master Plan, Bridgewater MA

Scituate (MA) Public Safety Complex – New combined police & fire facility

Dedham (MA) Public Safety – New combined police & fire facility

Medfield (MA) Public Safety – New combined police & fire facility

DFS Training Academy, Springfield, MA – New training and administration facility

Center Fire Station, Groton MA – New station

University of Vermont, Burlington VT

– Living & Learning Complex, Building C renovations

Shelburne (VT) Community School – Renovation of PK-8 public school

Northbridge Elementary School, Whitinsville, MA – new, LEED v4 Silver certified

Mulcahey Elementary School, Taunton MA – new, LEED Silver certified

Dedham (MA) Middle School – New, ACEC “Gold Award” recipient, Green School Certified by MA DOE

Weston (MA) High School New Science Wing

Greenfeld (MA) High School – New 160,000sf school and renovation of existing auditorium, LEED v3 Gold certified

Park Avenue Elementary School, Webster MA – New 109,000sf, grade PK-4 school, LEED v3 Gold certified

Wilmington (MA) High School – New 192,443sf school for 960 students, LEED v3 Gold certified

Years of Experience

23 with Dore + Whittier
15 with other firms

Education

SUNY Buffalo
*Bachelor of Professional
Studies in Architecture*

**Registrations &
Certifications**

Associate Member,
American Institute of
Architects

USGBC LEED AP®



Tim P. Mullen, CSI

Job Captain/Construction Administrator

Project Role: Tim will assist the design and management team to establish the construction approach and schedule. He will play a key role in establishing the development of bid packages and working with the Contractor/Construction Manager throughout the project. He will assist in obtaining permits, supervising construction, and approving payments to the contractor.

Current Projects

Norfolk (MA) Fire Station final landscaping/closeout

Relevant Work

Boston (MA) Engine 42 – Construction and eventual removal of temporary facilities

DFS Training Academy, Springfield, MA – New training and administration facility

Springfield (VT) Elementary Schools

- Feasibility Study/Master Plan which led to major renovations/addition projects for two of the town's three elementary schools

Greenfield (MA) High School

- New 160,000sf school and renovation of existing auditorium, LEED v3 Gold certified

Newton (MA) North High School

- New Comprehensive High School with vocational technical center, 412,753sf, LEED v2 Gold certified

Wakefield (MA) Memorial High School

- Design of multiple renovation and new construction options as part of larger Feasibility Study

Acton-Boxborough Regional School District, Acton MA

- Public School Facilities Assessment and Capital Improvement Master Plan

Weston (MA) High School New Science Wing

With prior firms:

Vermont ANG Munitions Maintenance Storage Complex, South Burlington VT

Chittenden Community Correctional Facility, So. Burlington VT

- New admin wing & gym conversion; responsible for development of Construction Documents for coordinated A/E trades, served as Architect's on-site representative for Construction Administration
- Sallyport Conversion; programming for alterations and renovations to existing facility to accommodate security upgrades

Years of Experience

17 with Dore + Whittier
10 with other firms

Education

Vermont Technical College
AS, Architectural & Building
Engineering Technologies

Registrations & Certifications

Construction Specifications
Institute (CSI)

Engineering Ventures, PC (EV) is an experienced structural and civil consulting engineering firm with offices in Burlington, VT, Lebanon, NH, and Schenectady, NY. Our team of qualified professionals and technicians provide a broad range of services to meet the needs of our private and public clients in the northeastern US and beyond.

We strive to create sustainably built environments for our communities. This means implementing environmentally friendly design practices and pursuing projects that nurture the public. We pride ourselves on recognizing community needs and enabling stakeholders to achieve their vision.

Structural Engineering

Engineering Ventures structural team collaborates with their clients to ensure that structural considerations are incorporated into designs at the beginning of the project. This close cooperation translates into buildings that are efficient, effectively coordinated, and cost effective. Services offered include building code compliance, new building system structural design, historic building evaluation and restoration, load analysis and design, rigid and braced frames for earthquake and wind, retaining walls, fire walls, trusses, foundations, composite systems, and roofs. The professionals at Engineering Ventures are well versed in heavy timber, lumber and manufactured wood, structural steel, light gauge steel, reinforced concrete (placed, precast, and fabric formed), and masonry.



Civil Engineering and Permitting

Engineering Ventures civil team collaborates with clients to understand and fit the project goals to each unique site. We specialize in campus projects, infill development and challenging sites and combine traditional engineering practices with innovative technologies and creative solutions. Site designs focus on long term sustainable solutions with consideration for health, safety, and the well-being of our shared environment. EV staff foster long-term working relationships with clients and regulators to facilitate timely and predictable permit processes for each project. Experienced EV staff provide quality control in developing construction documents and construction phase services.



Municipal and State

The relationships between our company and our local municipalities have grown throughout our 28 years in business. We were the civil and structural engineering team for the Waterbury State Office Complex restoration and redesign, the largest municipal project in Vermont history. Our structural team assisted with the rehabilitation of the Vermont Statehouse dome, ensuring that the construction wouldn't damage the historical structure.





Williston Public Safety Facility Complex, Williston, VT – EV has completed structural design and drawings for the recently completed Vermont State Police Barracks in Williston Vermont. The main building houses the police station, a 911 call center, Fish and Wildlife offices, the Vermont Information Center, and various police assets. A large garage/maintenance building is used to store and maintain the boats and vehicles, while keeping them readily accessible for emergency responses. Thermal detailing was a key component and challenge on this project to make the building highly energy efficient.



Burlington Fire Department #1: EV provide civil engineering and permitting services to provide improved roof drain and sewer service lines. Work inside and outside the fire station was performed to connect these services into the rear Burlington ravine sewer. Construction Phase services were also provided. EV staff have provided engineering services to the remaining parcels on the same block as Fire Station #1 including the Fletcher Free Library, College Street Congregational Church, Memorial Auditorium and adjacent parking lot.



Williston Police & Fire Departments, Williston, VT – Assessment of a site on Talcott Rd. led to improvements and new construction of the Police Station for the town of Williston. Associated enhancements included parking and buried utilities, erosion control, rough grade, grading of swales, stormwater detention ponds, and stabilization of disturbed area soils with mulch or bonded fiber matrix. Permitting and Act 250 assistance were also provided.



Hinesburg Community Center/Public Safety Building, Hinesburg, VT – Structural engineering was provided for the new expanded fire station to include fire and police departments and community functions totaling roughly 15,000-sf with a mezzanine.



Burlington Fire Stations, Burlington, VT – Our firm has assisted on numerous projects at the Burlington fire stations over the years. Current projects include structural review of Fire Station 1, and structural review, analysis, and design of the floor replacement for Fire Station 2. This requires determination of systems that need to be removed during demolition, and design of their reinstallation after the slab is replaced.



St. Albans Public Works Feasibility Study for the Fonda/Solo Site, St. Albans, VT – In conjunction with the Johnson Company, Regional Planning staff, and the City, we completed a feasibility study and conceptual site design for redevelopment of an abandoned brownfield site to house municipal fire, police, and public works functions for the community. Conceptual site design was provided to create zones for multiple uses and shallow, frost protected footings for the foundations were suggested to minimize the amount of soils and contaminated concrete that would need to be exported from the site.



Colchester Police Renovation and Additions, Colchester, VT – Civil and structural engineering and permitting assistance were provided for renovations of the existing police station and the addition of a 2,500-sf vehicle sallyport, and a 2,500-sf, two-story addition to house an elevator, stairwell and offices.



Westport Fire Station, Westport, NY – Our structural and civil teams assisted with this new apx. 8,000sf fire station in a historic park. Our structural team provided analysis and design of the primary structural framing and foundations, and all other relevant design phase tasks as well as construction administration. Our civil team planned for an on site waste system serviced by the municipal potable water system, storm water treatment and attenuation on site, design of access drive, and all relevant permits including NYS Storm Water Pollution Prevention Plan.



Vermont Supreme Court Building Study, Montpelier, VT – Structural engineering assessment and analyses as part of feasibility study concerning building conversion to use for State Archive facility. Gravity and seismic load work was conducted and included designs to reduce code mandated upgrades. Building is multi-story reinforced concrete superstructure.



Bennington State Court House, Bennington, VT – Structural and civil design services were provided for the selective demolition, reconstruction and renovation of approximately 65,000 sf of general office space, four courtrooms, and specific correctional department and detention components. This project was designed using the Vermont State “Advanced Buildings” Protocol, and LEED Certification.



South Burlington Library & Community Center, VT – The South Burlington Library and Community Center project was a civil/structural project completed as part of an architectural team for the City of South Burlington. Design was complicated by the interaction with past, current, and proposed work on adjacent properties. Engineering Ventures designed connecting driveways and pedestrian routes to Market Street, Marcotte Elementary, and Allard Square housing. Also included was reconfiguration of the school bus drop off area and staff parking lot. Stormwater treatment and detention for the main project and school parking expansion used high rate bioretention systems with flow mitigation in large, subsurface storage galleries. These systems met the current requirements of the state and South Burlington stormwater utility and also looked toward compliance with the 3-AC requirements now in place. The building structure was complicated by an articulated façade and varying roof levels, requiring discontinuous floor diaphragms, heavily loaded braced frames, and transfer beams.





Waterbury State Office Complex Restoration, Waterbury, VT - Structural and civil engineering design services were provided for the removal of the 22 most susceptible and least historically valuable buildings and dry flood proofing of the remaining core buildings. Also included were construction of a new Central Plant, 70,000+ sf office building, reconfiguration of parking areas, installation of a new stormwater collection and treatment system, and a new sewer collection system.



Vermont Army National Guard (VTARNG) – Westminster Armory, Westminster, VT – Structural and civil services are currently being provided for this military base in southern Vermont. Our engineering teams performed a feasibility study to expand the existing armory.



US Canada Border Stations, Swanton, VT and Beecher Falls, VT – Structural and civil engineering services, and permitting were provided for the construction of two new Border Stations, including: geotechnical review, property and topographic survey, wetland delineations, site, grading, stormwater management, erosion control, and sanitary sewer and water plans. The stormwater management plan included ponds, naturally lined channels, and other LID stormwater measures. The naturally lined channels allowed diverse vegetation to become established and stormwater to infiltrate.



City Place, Burlington, VT – Our civil team is part of this downtown revitalization project. This project is slated to have 427 housing units, 80 of which will be affordable. We are paying close attention to stormwater management systems for this compact site. Our solutions include 50,000-gallon stormwater tanks, a green roof, and permeable pavement. These tactics filter and treat water before it is released back into the environment, a massive improvement from the malls untreated water flowing back into Lake Champlain. This project is expected to wrap up in 2025.



ONE Lakeview Terrace, Burlington, VT – Nearly all of this 43-unit, 4-story complex is elevated above grade on canted steel columns. Our structural engineers were tasked with making sure the columns could support the weight of the entire building, blending creativity with stability. The columns are situated on top of concrete footings that are themselves sitting on top of steel piles driven into the hillside. These piles are the key to the stability of the building.





RUSS MILLER-JOHNSON, P.E., S.E

Senior Engineer

Russ Miller-Johnson has over 40 years of progressive experience in sustainable structural engineering design including lead engineer roles in management and execution of projects. He has significant experience in assessments, renovations, rehabilitations, additions, expansions, field inspection, and construction engineering for all types of construction. His work also includes performing quality assurance and peer reviews, as well as client administration.

Education

Georgia Institute of Technology
Bachelor of Science in Civil Engineering

Professional Registrations

Current:
Vermont
Georgia
Pennsylvania
Wisconsin
Iowa
Oregon

Past or Dormant:

Texas
Oklahoma
South Carolina
U.S.V.I.

Professional Societies

American Society of Civil Engineers (ASCE)
Structural Engineering Institute Sustainability Committee (2003-2020); Thermal Bridging Working Group (current Guest)

He is currently serving on the American Society of Civil Engineers Structural Engineering Institute's Sustainability Committee. In this capacity, he has worked on the Masonry chapter for the "Structural Engineer's Guide to Sustainability", co-authoring several articles on sustainability practices for industry publications, including a supplement to the Modern Steel Construction publication, Modern Steel, March 2012 edition. He has written for national structural engineering magazines on foundations and thermal bridging reduction as well.

Russ leads EV's Green Team's implementation of Life Cycle Analysis and CO2 load work. Most recently Russ has served as the Structural Principal in Charge on the Waterbury State Office Complex Restoration, which is the largest state project in the history of Vermont.

Relevant Projects

- Hinesburg Public Safety Building, Hinesburg, VT
- State of Vermont Public Safety Building, Waterbury, VT
- State Police Facilities, Williston, Vermont
- Police/ Fire Renovations and Additions, Brattleboro, VT
- Police Station, Colchester, VT
- Police Station, Hinesburg, VT
- Fire Station, Bristol, VT
- Fire Station, Middlebury, VT
- DPW/ Fire Station, Westport, NY
- Fire Station, Merrimack, NH



WILLIAM A. NOURSE P.E.

Structural Group Manager/Senior Structural Engineer/Principal

Bill joined EV in 2006 and has a Bachelor's and Master's Degree in Structural Engineering from Rensselaer Polytechnic Institute in Troy, New York. Bill has over 18 years of structural engineering experience on a variety of projects spanning industrial, municipal, medical, commercial and residential markets.

Recent completed projects include the West Hartford Delamar Hotel, Champlain College Center for Communication and Creative Media, Alice Peck Day Multi-Specialty Clinic, Dartmouth Sports Pavilion, Chroma Technologies Addition and the Bellows Falls and St. Albans Waste Water Treatment Facilities. He has also designed a variety of municipal precast structures in Vermont, New Hampshire, Massachusetts, Rhode Island, Connecticut and New York. He is a member of AISC and is also a past board member for the Structural Engineering Association of Vermont (SEAVT).

Education

Rensselaer Polytechnic Institute
Bachelor of Science in Civil Engineering
Master of Engineering, Structural Emphasis
University of New Hampshire – Durham
Master of Science, Geotechnical Emphasis

Professional Registrations

Vermont
New York
New Hampshire

Professional Societies

Structural Engineer's Society of Vermont (SEAVT)
American Institute of Steel Construction
(AISC)

Relevant Project Experience

- Middlebury Police Station Foundation, Middlebury, VT
- Pittsford Police and Fire Training Facility, Pittsford, VT
- Fire Station, Colchester, VT
- Camp Johnson Building, Colchester, VT
- Northern State Correctional Facility, Newport, VT



KEVIN P. WORDEN, P.E., LEED AP

President

Kevin Worden, President, is a graduate of Worcester Polytechnic Institute, with Bachelor of Science degrees in both Civil Engineering and Humanities. He was named the 2001 Vermont Young Engineer of the Year. Kevin is a LEED and Sustainability Specialist at Engineering Ventures, contributing more than 25 years of experience in permitting, civil and structural engineering design. He takes a holistic and innovative approach to projects, grounded in the fundamentals of engineering. Fostering long lasting connections through project collaboration is important to Kevin.

Kevin is a Burlington Resident.

Some of Kevin's recent projects with innovative stormwater systems include Burlington Co-housing (Centennial Brook Watershed), the Champlain College Stormwater Master Plan and the Dartmouth College Class of 1978 Life Science Center which will store and reuse roof water.

Relevant Project Experience

- NHARNG Field Maintenance Shop, Hooksett, NH
- NHARNH, Type C Services, NH
- Border Stations, Swanton, VT
- Border Stations, Beecher Falls, VT
- State Police Facilities, Williston, VT
- Police and Fire, Brattleboro, VT
- Police Station, Colchester, VT
- Police / Fire Station & Town Green, Hinesburg, VT
- Police & Fire Feasibility, Wilmington, VT
- Police Department, South Burlington, VT
- Police Needs Assessment, Dover, NH
- Police Station, Hinsdale, NH
- Police Parking Lot, Burlington, VT

Education

University of Vermont –
*Professional Certificate in Leadership
 & Management*
 Worcester Polytechnic Institute
*Bachelor of Science in Humanities
 Bachelor of Science in Civil
 Engineering*

Professional Registrations

Vermont
 New Hampshire

Professional Societies

American Society of Civil Engineers
 (ASCE) – Past Vice President, Treasurer
 Tau Beta Pi – National Engineering
 Society Chi Epsilon –
 National Civil Engineering Society



PAUL M. BOISVERT, P.E., LEED AP

Senior Engineer/Principal

Paul joined EV in 2007 bringing with him a wealth of experience in water quality engineering, site design and permitting. Since then, he has grown into a project management role, focusing on the whole project and client relationship. In 2012, Paul became a principal of the firm and senior engineer with supervisory responsibility for growing team members.

Paul's wide range of experience includes site design, project management, contract administration, and permitting at the local, state and federal levels. His approach to projects combines a strong interest in sustainable design with an understanding of the operational implications that follow.

He enjoys the unique challenges represented by redevelopment, brownfield, and urban infill projects, with recent examples including the Winooski School District Capital Project, South Burlington Library and Community Center, Lake Champlain Community Sailing Center, and Stormwater master planning for the Burton campus. Paul led site design and the Act 250 permit process for reconstruction of the Waterbury State Office Complex as well as stormwater and site design for Union Elementary School in Montpelier.

Paul's expertise includes numerous stormwater design projects in Vermont, many within stormwater-impaired watersheds and involving offsets, and sediment load reductions.

Relevant Project Experience

- NHARNG, Concord, NH
- Border Stations, Swanton, VT
- Fonda/Solo Public Works Site, St. Albans, VT
- Police Parking Lot, Burlington, VT
- Police / Fire Station & Town Green, Hinesburg, VT

PUBLIC SAFETY & VERMONT PROJECTS

Stoughton Public Safety, Stoughton MA

Estimates for construction Options for new 69,553 SF Public Safety Building
\$24-42 M

Medfield Public Safety, Medfield MA

Estimates for construction of new 41,022 SF Public Safety Building
\$15M

Raynham Public Safety, Raynham MA

Estimates for of new 49,840SF Public Safety Building
Estimated Cost: \$28.7 M

Quincy Public Safety, Quincy MA

Estimates for construction of new 123,926SF Public Safety Building & 130,260SF Parking Garage
Estimated Cost: \$89.1 M

Ashland Public Safety, Ashland MA

Estimates for construction of new 41,148SF Public Safety Building
\$28.4 M

Southborough Public Safety, Southborough MA

Estimates for construction of new 37,565SF Public Safety Building
\$17.3 M

Barre Vermont Municipal Buildings Assessments, Barre, VT

Assessment estimate for Barre Municipal Buildings including Fire Station, DPW & Truck Garage Building, Recreation Building, and Water Treatment Plant.
\$Varies by Building

Fletcher Free Library, Burlington, VT

Estimates for grant application for roof repairs.
\$654,350

South Burlington Public Building, South Burlington, VT

Estimates for utility separation.
\$1.3M

South Burlington Middle & High School, South Burlington, VT

Estimates through SD Phase for construction of new 136,169gsf middle school and 206,729gsf high school.
\$199M



PETER BRADLEY

PRESIDENT

Peter founded PM&C in 2005 to help clients focus on comprehensive cost control. His commitment to deliver quality projects within budget is a true testament to his client-focused responsiveness. Having been in the construction business for over 35 years with experience as a hard-bid estimator, chief estimator for a design/bid contractor, cost consultant for one the world's largest cost management firms, development manager on a successful \$500M mixed use project, project manager on numerous private sector projects and now leading PM&C, he is an expert in cost estimating and cost management with in-depth knowledge of conceptual project budgeting. Peter has structured PM&C to be small enough to give personal attention to clients, but large enough to handle any size project. Peter enjoys the diversity of the projects he works on and has a keen ability to partner with his clients to ensure they get the best value for money.

EDUCATION

University of Ulster, Belfast,
Northern Ireland
1984–1988
BSc in Quantity Surveying
specializing in Construction
Cost Control, Engineering,
Design, and Law.

LEED AP 2004

RELEVANT PROJECT EXPERIENCE:

- Easton Public Safety & DPW, Easton MA
- Pembroke Public Safety Headquarters, Pembroke MA
- Marlow Public Safety, Marlow NH
- Swansea Public Safety, Swansea MA
- Lynnfield Public Safety, Lynnfield MA
- Barre Municipal Buildings, Barre VT
- Fletcher Free Library, Burlington VT
- South Burlington Public Building, South Burlington VT
- Stoughton Public Safety, Stoughton MA
- Medfield Public Safety, Medfield MA
- Raynham Public Safety, Raynham MA



V/T Commercial offers one of the most successful purely commercial real estate brokerage firms in Vermont. We have been actively involved in Vermont Real Estate for 38 years. Our strength is in corporate and institutional representation, and we work only with the sales and leasing activities of commercial properties.

V/T Commercial's greatest competitive advantage is that we do not compete with our clients. Most other brokerage companies are also developers and active real estate investors. Our firm is a “brokerage only” company with the single goal of representing the best interests of our clients. We have represented, and we will continue to represent, Vermont's premier properties in both sales and leasing opportunities.

Our company philosophy and method of operating are summarized as follows:

- ✓ We are committed to the highest degree of integrity in our representations, and we will work fully in the best interest of our clients.
- ✓ We will not accept more listings that we can professionally service.
- ✓ We are dedicated and focused strictly on commercial real estate brokerage transactions.

Our company believes in working as a team. We treat all assignments as office projects, and we continuously strive to be knowledgeable of each other's activities in order to assist in marketing, motivation, negotiations, and closings.

There are numerous advantages to the team approach:

- the entire office becomes intimate with and incentivized by the project;
- communication internally and with the client is enhanced;
- the office acts as the point for the other professionals involved in the transaction (attorneys, engineers, etc.) and greatly reduces confusion;
- more time, money, and effort can be dedicated thereby increasing the chances of success for the office and for the client;
- the marketing is cohesive and the message is consistent.

We track and maintain an updated database of recent transactions, potential purchasers, and market conditions. As a firm, we strive to continuously improve upon our knowledge of the market, and we encourage constant education in our brokers in the field.

The firm currently consists of four partners-Tony Blake, Linda Letourneau, Johnny Beal, and Yves Bradley, as well as the founder, Bill Kiendl. Our offices are located at 208 Flynn Avenue, in the heart of Burlington's South End.



YVES E. BRADLEY



Yves Bradley is one of the partners at VT Commercial, where he has been since October of 2020. Prior to that, he was the Vice President for Commercial Brokerage at Pomerleau Real Estate, having joined the firm in early 2004.

Yves graduated from the University of Vermont in 1985 with a degree in Political Science and a minor in History and has been a resident of Burlington since 1981.

Yves recently left the Burlington Planning Commission, having served the City in that role from 2008-20024, serving as both Chair and Vice Chair. He was on the Burlington Police Commission from 1996-2008. Yves currently serves as the Vice Chair of the Board for the Howard Center and has been a board member of CCREA since 2012.

Yves is a graduate of the Leadership Champlain Class of 2008, and of the Chamber and Champlain College's Excellence in Executive Leadership (ExCel) inaugural program in 2010.

He has two children, Will (24), who is studying Political Science at the University of Vermont, and Ethan (21), who is enrolled at Ithaca College, studying business. He and his wife, Kerin Durfee live on North Avenue in Burlington.



Firm Overview

LN Consulting is located at 208 Flynn Avenue, #2J in Burlington, VT with a satellite office at 32 Masonic Street in Northampton, MA. The manager of LN Consulting is George D. Martin, P.E. The company was established in Vermont and has been in business since 1999. We are a dedicated and experienced firm staffed with twelve full-time engineers. LN Consulting provides mechanical, plumbing, electrical, and fire protection design and consulting services, and energy consulting services. We provide engineering services for the following industries: Educational, hotel/hospitality, resorts, sustainable/renewable/energy efficient, K-12, university, residential, healthcare, laboratory, historical, commercial, municipal, institutional, pharmaceutical, and restaurant.



University of Vermont Wing Davis Wilks – Burlington, VT

A majority of our projects encompass sustainable, renewable, and energy efficient design techniques and systems. Our niche is providing highly detailed consulting and design services for complicated projects. We excel in highly energy efficient buildings, educational facilities, laboratories, commercial structures, hospitals, historical renovation/expansion, and renewable energy type projects. Our company goals are to provide detailed consulting, master planning, and high-quality bidding and construction documentation to assist the owner/design team in developing a successful project within budget. We provide vigilant construction administration on all of our projects to ensure quality of materials, installation, and systems operation. We are very personable engineers with a keen ability to ask good questions and develop creative and diverse solutions. We are very well versed in the construction environment due to our hands-on experience in the mechanical and electrical trades. We provide complete master planning, energy modeling, design, and consulting services.

We have experience with multiple geothermal and radiant heating/cooling technologies, solar thermal technologies, PV technologies, fuel cell technologies, and can provide insight into the most energy efficient and cost-effective technologies/methods available for any project. We have designed multiple solar water heating systems, geothermal systems, PV electric generation systems, and have extensive experience with successful direct digital controls systems (energy management systems). Our experience with the implementation of these systems on multiple projects has provided us with an understanding of available grants and incentives. We have also designed lake water cooled buildings that provide extremely high efficiency for building air conditioning. We have completed the design of over twenty-five buildings that have LEED, Passive House, or Green Globes certification including six platinum, eleven gold, and nine silver.



All Souls Interfaith Gathering – Shelburne, VT



Team

LN Consulting, Inc. has an experienced team of engineers and technicians that are capable of providing thoughtful master planning, highly accurate and detailed documents within a short period of time. We specialize in rapid document production with highly refined & coordinated detail.

Project Manager and Master Planning	George D. Martin, P.E.
Mechanical/Plumbing Senior Engineers	M. Scott Alexander, P.E., Ian Donahue, P.E.
Electrical Senior Engineer	John Askew, P.E.
Mechanical/Plumbing Technical Assistance	John Magnant, Aaron Welch, Jacob Remillard
Electrical Technical Assistance	Cooper Bolduc, Myles Aja
Energy Modeling	Greg Estep, Sadie Hoechner, LEED AP, Jon Watts

Approach

LN Consulting believes that a successful project requires a strong team. LN Consulting is dedicated to work holistically with the ownership, community, design team, and construction team to ensure that the project energy goals, budget, and schedule are met to provide a successful project. We have attached more information on our company approach in our services matrix attached at the end of this proposal.

Experience

LN Consulting and its staff have over 150 combined years of experience designing and overseeing the construction, master planning and commissioning of highly efficient mechanical and electrical systems for many building types. Below is a portion of our experience with the City of Burlington and public safety facilities:

Project Name: Burlington Fire Station 2 HVAC Assessment and Renovation

Scope: LN Consulting completed the HVAC assessment for Burlington Fire Station #2 at 132 North Ave. The Assessment included a review of the existing approximately 15,750 sq. ft. fire station mechanical systems and multiple recommendations on how to improve building indoor air quality and to reduce the carbon impact of the facility through electrified heating equipment. LN Consulting worked directly for the city through Retired Deputy Chief Peter Brown on the project and was completed in 2017.

LN Consulting completed the mechanical, electrical, plumbing, and fire protection design and construction administration for the renovation of dormitories and offices spaces at fire station #2 under Dore and Whittier Architects. This project included electrified heating and cooling and added ventilation to support the proposed renovation and was completed in 2024.

Project Name: Burlington Police Department HVAC Assessment and unit Replacement

Scope: LN Consulting has completed the mechanical, electrical, and plumbing assessment, design and construction administration for a rooftop replacement project at the Burlington Police Department located at 1 North Ave. The Assessment included a review of the existing systems and the design and implementation of new air handling unit equipment to replace the failing HVAC equipment. LN Consulting worked directly for the city through Martha Keenan on the project and was completed in 2019.

Project Name: St. Johnsbury Public Safety Facility

Contact: David Roy, Wieman Lamphere Architects, (802) 655-5020

Scope: LN Consulting has completed the energy modeling, mechanical, electrical, plumbing, and fire protection design services for a new renovation and addition to the existing armory building located in St. Johnsbury, VT. The building will consist of holding spaces, evidence, emergency medical responder space, officer administration space, interview rooms, training rooms, lockers, dispatch space, and communication equipment room.



Key Personnel Resumes

GEORGE D. MARTIN, P.E. – PRESIDENT MASTER PLANNING

Academic Qualifications:

- University of Vermont, B.S. of Electrical Engineering, 2005
- University of Vermont, Minor in Mathematics, 2005

Licenses:

- Professional Engineer - Vermont

Experience:

- LN Consulting, Inc. Burlington, VT - 2005 to present
- Vermont Board of Professional Engineering



JOHN ASKEW, P.E. – ELECTRICAL SENIOR ENGINEER

Academic Qualifications:

- Clarkson University, B.S. of Electrical Engineering, 1985

Licenses:

- Professional Engineer - Vermont, New York, New Hampshire, Maine, Massachusetts, Connecticut, Florida, New Jersey, South Carolina, Ohio, Rhode Island
- Lighting Certified - National Council on Qualifications for the Lighting Professions (NCQLP)

Experience:

- LN Consulting, Inc. Burlington, VT - 2008 to present
- Burlington Electric Department, Burlington, VT - 1995 to 2008
- Thermo Consulting Engineers, Williston, VT - 1989 to 1995
- Hertzberg Consulting Engineers, Burlington, VT - 1988 to 1989
- Florida Power and Light Company, Cocoa, FL - 1985 to 1988



SCOTT ALEXANDER, P.E. – MECHANICAL SENIOR ENGINEER

Academic Qualifications:

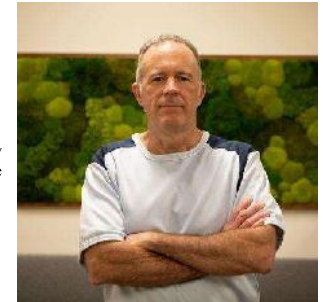
- Master of Engineering with specialization in Mechanical Engineering
- Bachelor of Science in Engineering Science
- University of Louisville, Speed Scientific School, Louisville, Kentucky, 1989

Licenses:

- Professional Engineer – Vermont, New York, New Hampshire, Maine, Massachusetts, Connecticut, Ohio, Rhode Island

Experience:

- L.N. Consulting, Inc. Burlington, VT - 2006 to present
- Stantec, So. Burlington, VT - 2002 to 2006
- Fluor Daniel, Cincinnati, OH - 1994 -2002
- Ralph M. Parsons Co., Pasadena, CA - 1990 to 1994



GREG ESTEP – ENERGY MODELING & LIGHTING DESIGN

Academic Qualifications:

- University of Colorado at Boulder, M.S. in Architectural Engineering, 2011
- University of Colorado at Boulder, B.A. in Environmental Studies, 2004
- University of Colorado at Boulder, Minor in Atmospheric and Oceanic Studies, 2004

Licenses:

- Lighting Certified - National Council on Qualifications for the Lighting Professions (NCQLP)

Experience:

- LN Consulting, Inc. Burlington, VT – 2021 to present
- Lighting Systems, Berkley, CA – 2016 to 2020
- Randall Lamb Consulting Engineers, San Francisco, CA – 2013 to 2016
- FLUOR, Boulder, CO – 2010 to 2013
- ACZ Laboratory, Steamboat Springs, CO – 2005 to 2008



ABOUT US

Established in 1975, GGD Consulting Engineers, Inc. provides a full line of Professional Engineering Consulting Services including Civil, Plumbing, Fire Protection, HVAC, Electrical, Security, and Data/Communications Systems.

We are committed to a diverse workplace with approximately 30% of our workforce having diverse national origins and approximately 18% are women.

We strive on utilization of Sustainable design such as carbon free emissions, building energy monitoring and management systems, load reduction, and energy efficient MEP systems.

GGD is an experienced engineering firm which performs various services for many academic and municipal building projects, including but not limited to, performing existing conditions assessments, system replacement/upgrade, and restoration/renovation/addition/ and new construction.

We are committed to each project, client, and team and will ensure a detailed and thoughtful analysis of the Security and Communications systems and best recommended solutions to assist in the future vision of the Burlington Public Health and Safety Facility



SERVICES

MECHANICAL

Chilled water systems
Hydronic heating systems
Ice storage systems
Central air handling systems
Heat pump systems
Energy recovery systems

Groundwater source systems
Central power plants
Computer Simulation Modeling

FIRE PROTECTION

Building fire protection systems
Fire pumps with onsite storage systems

PLUMBING

Building plumbing systems
Green design low/flow and waterless fixture implementation
Sewage pumping systems

ELECTRICAL

Site lighting and utilities
Building electrical systems
Security systems
Fire alarm systems
Emergency lighting systems
Lighting design

High voltage distribution systems
LED lighting retrofit systems
Primary metering and distribution systems

COMMUNICATIONS/ TECHNOLOGY

Telephone systems
Data network switching
Voice and data infrastructure design
Video and sound systems
Paging systems
Clock systems
Intercom systems
Equipment procurement specifications

CIVIL

Site planning and grading
Storm water management systems
Site utilities
On-Site sanitary waste disposal systems

PUBLIC SAFETY EXPERIENCE



Scarborough Public Safety Complex, Scarborough, ME
New Construction 2020



Dedham Public Safety Building, Dedham, MA
New Construction 2023



Mansfield Public Safety & DPW Municipal Complex
Mansfield, MA
New Construction 2019



Ashland Public Safety Building, Ashland, MA
New Construction 2022

Andover Public Safety Technology Infrastructure
Ashland Public Safety
Barnstable Regional Emergency Comm. Center
Barre Public Safety
Bedford Police Station
Brockton Public Safety
Burlington Police Station
Carver Police Station
Cohasset Public Safety Addition/Rehabilitation
Dedham Public Safety
Easton Municipal Complex
Essex Public Safety Building
Foxborough Public Safety
Healy Public Safety Building
Holliston Police Station
Lawrence Police Station
Mansfield Public Safety & DPW Municipal Complex
Marion Police Station
Marshfield Police Station
Medfield Public Safety Building
Medford Police Station
Mendon Police Station
Middleton Municipal Complex
Millbury Police and Fire Station
Nantucket Police Station
Nantucket Public Safety Building
Needham Public Safety
Newbury Police and Town Hall
Orleans Police Station
Plympton Fire Headquarters
Plympton Police Station
Quincy Public Safety Headquarters
Raynham Public Safety
Sandwich Public Safety Facility
Scituate Public Safety Complex
Somerville Public Safety Complex
Southborough Public Safety Complex
Wakefield Public Safety

DAVID M. PEREIRA, P.E., Principal

Communications & Security Systems Consultant



Mr. Pereira is a Professional Engineer, Principal, and President of GGD Consulting Engineers, Inc. His employment began prior to his college graduation, and he has continued to evolve along with the growth of the firm.

installations and/or any deficiencies that may need correction, provide clear and concise reviews of product submittals, requests for information, and potential change orders, as well as presence at construction meetings, if required (virtual or in-person). David will ensure transparent, open lines of communication from project start to finish and will commit to providing exceptional consulting engineering services for a successful project outcome.

David has 26 years of experience in electrical engineering, including Communications and Integrated Electronic Security Systems. He will fulfill the role of

EDUCATION

Bachelor of Science

University of Massachusetts Dartmouth

1997

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PROFILE



Wagner Hodgson Landscape Architecture is a nineteen person, professional landscape architecture and planning studio founded in 1987. With offices in Burlington, Vermont and Hudson, New York, our firm offers expertise and services for landscape architecture, land use, site planning and urban planning. The process of uniting context, form and materials provides the basis for Wagner Hodgson Landscape Architecture's approach, crafting modern sculptural landscapes expressing the essential inherent beauty of natural materials.

The firm's partners, H. Keith Wagner, FASLA, Jeffrey Hodgson, FASLA, and Dale Schafer, FASLA lead the studio's commitment to excellence in design and respect for the diversity of our client's needs and project settings. The partners and staff contribute a vigorous knowledge of landscape architecture, construction, and a conscientious execution and delivery of projects. Structured in the tradition of the open design studio, Wagner Hodgson encourages and fosters interaction and collaboration throughout the design process. This collaborative environment cultivates a philosophy for shared commitment to creative application of design, technology, and social responsibility in the making of new landscapes. Our reputation comes from designing modern, sustainable environments in a wide variety of institutional, campus, corporate, residential, resort and urban design, and planning projects. Geographically, these projects range from New England and Canada to Hawaii and the Bahamas. We are honored to have been recognized with numerous awards from the American Society of Landscape Architects at both the national and state level.

H. Keith Wagner, FASLA, the firm's founder, is a licensed landscape architect, is also registered with the Council of Landscape Architectural Registration Board (CLARB), a Fellow of the American Society of Landscape Architects and participates in the local Vermont Chapter of ASLA. In addition to the practice, Keith has lectured extensively at major universities and symposia including Harvard - GSD, Syracuse University-ESF, RISD, University of Vermont, Radcliffe, the Smithsonian Institute and Cornell University.

Jeff Hodgson, FASLA, is a licensed landscape architect, is registered with the Council of Landscape Architectural Registration Board (CLARB), is a Fellow of the American Society of Landscape Architects, is a former President of the Vermont Chapter of the American Society of Landscape Architects and is a member of the Vermont Green Building Network.

Dale Schafer, FASLA, is a licensed landscape architect, and is registered with the Council of Landscape Architectural Registration Board (CLARB), is a Fellow of the American Society of Landscape Architects and is a member of the advancement board and a distinguished alumni of Utah State University.

REPRESENTATIVE PROJECTS



City Hall Park Redevelopment & Streetscape
Burlington, Vermont



One Taylor Street Transit Center & Housing
Montpelier, Vermont



Guilford Welcome Center Redevelopment
Guilford, Vermont



Vermont Psychiatric Hospital
Berlin, Vermont



Middlebury Downtown Park & Streetscape
Middlebury, Vermont



Marville Road Civic Space & Streetscape
Pleasantville, New York



Prim Road Realignment & Streetscape
Colchester, Vermont



Route 7 Livability Study
St. Albans, Vermont

Bennington Welcome Center
Bennington, Vermont

I-89 Welcome Centers
Williston, Vermont

Taylor Park Master Plan
St. Albans, Vermont

Oakledge Park Master Plan
Burlington, Vermont

Hoosac Valley Park
North Adams, Massachusetts

Downtown Winooski Park
Winooski, Vermont

ECHO Center for Lake Champlain
Burlington, Vermont

Vermont Arts Council Sculpture Garden
Montpelier, Vermont

Winooski River Greenway Master Plan
Montpelier, Vermont



■■■ **JEFFREY HODGSON**
FASLA
Partner

EDUCATION

Kansas State University
College of Architecture &
Design
Bachelor of Landscape Archi-
tecture

Washington University
College of Architecture

AFFILIATIONS

Fellow of the American Soci-
ety of Landscape Architects

University Design Juror:
Norwich University, School
of Architecture & UMass
Amherst
Landscape Architecture

Member Vermont Green
Building Network

Former President, American
Society of Landscape
Architects, Vermont Chapter

Adjunct Professor at Miami
University, Oxford, OH

Jeff Hodgson's design leadership at Wagner Hodgson integrates contemporary design expression along with a deep understanding of landscape systems for a project's long-term beauty and health. His expertise in all phases of landscape architectural project development is evident in all of his work. A critical thread to Jeff's work is creating spaces that integrate aesthetics, programmatic issues and ecologically responsible design. As reflection of this focus, the firm has received numerous design awards from the American Institute of Architects and the American Society of Landscape Architects. Jeff has been a visiting professor at Miami University, Oxford OH, is a frequent design juror at universities. He is currently a past President of the Vermont Chapter of the American Society of Landscape Architects. In 2015 Jeff was elected to the Council of Fellows of the American Society of Landscape Architects.

SELECTED RELEVANT EXPERIENCE

City Hall Park Redevelopment, Burlington VT
One Taylor Street Transit Center, Montpelier VT
Vermont State Agricultural & Environmental Laboratories, Randolph VT
Vermont Psychiatric Hospital, Berlin VT
South End Innovation District Master Plan, Burlington VT
Oakledge Park Master Plan, Burlington VT
Marble Mill Park Master Plan, Swanton VT
Middlebury Park & Streetscape, Middlebury VT
Route 7 Livability Study, St. Albans VT
Taylor Park Master Plan, St. Albans VT
Downtown Winooski Park & Streetscape, Winooski VT
Memorial Plaza Civic Space, Pleasantville, NY
Heritage Aviation, South Burlington VT
1-89 Welcome Center, Williston VT
Bennington Welcome Center, Bennington VT



■■■ **AMY HOUGHTON**
ASLA
Senior Associate

EDUCATION

University of Oregon
Master & Bachelor of Landscape
Architecture

Lafayette College
Civil Engineering

AFFILIATIONS

Member of the American Soci-
ety of Landscape Architects

Amy Houghton joined Wagner Hodgson Landscape Architecture, after working as a landscape architect and project manager for seven years with Sasaki Associates in Boston. Prior to Sasaki, and to receiving her Masters of Landscape Architecture at the University of Oregon, Amy worked as a civil engineer and stream restoration specialist in the Pacific Northwest in the mid 1990's. During this time, she developed a strong natural resource and stormwater management foundation, which highly influences her professional practice today. Amy's knowledge of low impact development combined with her strong design sense, allows her to create culturally and ecologically rich landscapes that integrate site aesthetics, program needs and environmental concerns. ECHO Lake Aquarium and Science Center, University Hall at Westfield State University and St. James Community Redevelopment are all projects that illustrate this integration. Her experience has also led to site designs of historic landscapes, mixed-use developments and public parks and open space. Amy has received several design awards for her collaboration from the Boston Society of Landscape Architects (BSLA), the Vermont Chapter of American Society of Landscape Architects (VT ALSA) and American Institute of Architects (AIA).

SELECTED RELEVANT EXPERIENCE

City Hall Park Redevelopment, Burlington VT
One Taylor Street Transit Center, Montpelier VT
Vermont State Agricultural & Environmental Laboratories, Randolph VT
Vermont Psychiatric Hospital, Berlin VT
South End Innovation District Master Plan, Burlington VT
Block 9 Streetscape / Assembly Row, Somerville MA
Abenaki Way Streetscape, Winooski VT
Marble Mill Park Master Plan, Swanton VT
Route 7 Livability Study, St. Albans VT
Bennington Welcome Center, Bennington VT
ECHO Center for Lake Champlain, Burlington VT

A Trusted Name
in Foodservice
Consulting for
Over 65 Years



America's Test Kitchen



Hartford Steam Boiler



UMass Club Boston

COMPANY SNAPSHOT

Crabtree McGrath Associates, Inc.

- Founded in 1955
- Completely Independent Firm
- More than 1,600 Facility Projects Since Inception



Our Company

Breadth of knowledge, creativity and sound judgment are the underpinnings of Crabtree McGrath Associates, Inc., the nation's leading foodservice equipment planning and consulting firm.

Our independent approach focuses solely on delivering successful foodservice equipment programming and design based on the needs of our clients. Our highly-regarded design philosophy and economically-feasible solutions utilizing the industry's most advanced architectural and design technologies.



John Sousa,
Principal

"From design, documents, creativity and follow through, CMA is a great and reliable partner who are consummate professionals in the foodservice design industry."

—DERUYTER O. BUTLER, A.I.A., WYNN DESIGN & DEVELOPMENT

Our History

Founded in 1955 by Samuel Crabtree, Crabtree Associates was a pioneer in the field of independent equipment consulting—designing facilities for a wide range of clients. Robert McGrath joined the firm in 1965, and Crabtree McGrath Associates, Inc. has since solely specialized in foodservice equipment planning.

John Sousa joined the firm in 2001. He soon became President and today, with nearly 30 years of commercial foodservice consulting experience leads the company's strategic vision into the 21st century with continued pride and focus on creative thinking and a strong work ethic.

Our Services

With our team of specialists, Crabtree McGrath Associates has the technical resources and extensive experience to provide a full range of services including:

- Feasibility studies
- Space programming
- Cost estimates
- Design and construction documents for new or renovated facilities
- Operational analysis

These services include coordinated design phases that are examined, planned, and executed with the best interest of the client as a measure of acceptability.

Our Commitment

With dedication to the best possible service, we make successful facilities and satisfied clients our goal. Crabtree McGrath Associates is an independent firm with no commercial sales or franchise relationships that influence the choice of which system or product will best serve our client's particular needs.

crabtree-mcgrath.com | 978-352-8500

INDUSTRY
OVERVIEW MUNICIPAL

Committed to Communities

Known for creative thinking and economically feasible solutions, Crabtree McGrath Associates, Inc. is highly regarded within the municipal sector. Projects such as the Jewish Community Center of Greater New Haven, Connecticut, and the Central Fire Station kitchen in Greenwich, Connecticut, are just a few successful examples of our commitment to achieving your goals.

CMA's team of specialists has the technical resources and breadth of experience to provide a full range of foodservice equipment planning services for your community project. Below is a partial listing of our municipal implementations.



A Trusted Name in Foodservice Consulting for Over 65 Years

crabtree-mcgrath.com | 978-352-8500



JCC of Greater New Haven



Central Fire Station

MUNICIPAL CLIENTS (partial list)

CONNECTICUT

Central Fire Station Kitchen,
Greenwich

Farmington Avenue
Community Center,
Hartford

Guilford Community Center,
Guilford

Hammonasset Beach
Bath House,
Madison

Jewish Community Center
of Greater New Haven,
New Haven

Rocky Hill Senior Center,
Rocky Hill

Seabury Community Center,
Bloomfield

South Windsor
Community Center,
South Windsor

MAINE

Frisbee Community Center,
Kittery

MASSACHUSETTS

Acton Senior Center,
Acton

Andover Community Center,
Andover

Boys and Girls Club,
Marshfield

Curley Community Center,
Boston

Hadley Senior Center,
Hadley

Hyannis Community Center,
Hyannis

Ladder 42 Fire House Kitchen,
Boston

Scituate Senior Center,
Scituate

Swampscott
Community Center,
Swampscott

West Boylston
Senior Center,
West Boylston

Westfield Senior Center,
Westfield

Westford Fire House Kitchen,
Westford

Woburn Fire Headquarters,
Woburn

NEW HAMPSHIRE

Eastman Community Center,
Grantham

RHODE ISLAND

RJ Holden
Community Center,
Central Falls

Our Services

Crabtree McGrath Associates' team of specialists have the technical resources and breadth of experience to provide a full range of foodservice equipment planning services including:

- Feasibility studies
- Space programming
- Cost estimates
- Complete foodservice design and construction documents for new or renovated facilities
- Operational analysis

Standard services include these important, coordinated design phases.

Our professional staff examines, plans and executes each phase using only the



DESIGN PHASES

Proposals

Crabtree McGrath Associates (CMA) is pleased to review your plans for a specific project and show how CMA can contribute to its successful completion. We provide a detailed, written proposal describing which services are included and a suggested fee with terms of payment.

Schematic Design

Client design conferences with CMA assist in developing the requirements of the foodservice program. We provide preliminary space requirements, small scale layouts, equipment list with utility requirements, and equipment cost estimates for review and approval.

Design Development

CMA evaluates schematic phase materials with the client, along with architectural and engineering disciplines (as needed) to integrate foodservice requirements with related aspects of the project. In addition, we coordinate the work with each discipline for a total operating system.

The client receives revised drawings, budget, and schedule in the Design Development stage, as well as copies of the foodservice equipment cut book with pages of individual items for review and related disciplines' information.

Construction Documents

In this phase, CMA prepares CAD or REVIT working drawings consisting of layout plan, stub-in and connection plan complete with all required electrical, ventilation and mechanical connections, and details and elevations as necessary to illustrate the intent of the construction documents. The client receives type-written specifications illustrating the drawings' intent, suitable for bidding the

Construction Administration

Service Fees

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John Sousa PRINCIPAL

Experience

With more than 25 years of experience in foodservice consulting, John Sousa's work includes private- and publicly-funded global projects of varying size and complexities. Working within many industries including corporate, K-12 and higher education, healthcare, assisted living, culinary arts, restaurants, military and correctional facilities.

Prior to joining Crabtree McGrath Associates, Inc., John was employed as a Foodservice Design Engineer and Equipment Planner for Paramount Restaurant Supply in Warren, Rhode Island.

There he worked to design and supply foodservice equipment to a wide range of clients across many market segments. Projects included nationwide and regional retail concept rollouts for well-known companies such as Dunkin Donuts and Smith & Wollensky, also assisted living facilities, independent retail, and other institutions.

After honing his technical skills preparing millwork and stainless steel production documents, as well as his design, sales, and project management expertise, John transitioned from the design-sell model into the field of independent equipment consulting. In 2001, John acquired Crabtree McGrath Associates, Inc.

Education

New England Institute of Technology
Bachelor of Science in Architectural Engineering, 1998

Memberships & Associations

John is a member of the local chapter of Foodservice Consulting Society International (FCSI), an organization born from the Food Facilities Consultants Society (FFCS) and founded in part by Samuel Crabtree, the original owner of Crabtree McGrath Associates, Inc. John has also served as Treasurer and Secretary of the New England Chapter of Foodservice Consultants Society International.



Awards

2013

- Boston Society for Architecture
Harleston Parker Medal
Roger E. Wellington Elementary School
Belmont, Massachusetts

2011

- Crew CT
The Real Estate Exchange
Blue Ribbon Award for Interior Design
Aetna World Headquarters Dining Facility
Hartford, Connecticut

2006

- Boston Preservation Alliance Award
Smith & Wollensky, at the Amory
Boston, Massachusetts
- IAP
Food Facility Design Award
Legal Seafood, Chestnut Hill
Newton, Massachusetts



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Campbell – McCabe Worldwide, LLC

63 Great Road, Suite 201

Maynard, MA 01754

www.campbell-mccabe.com

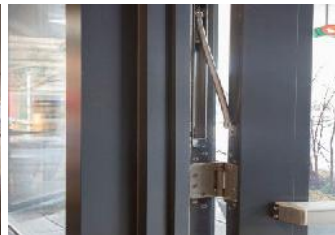
Office: 781.899.8822, 978.243.8281

MA & PA Certified Women Owned Business

CAMPBELL :: McCABE



Campbell-McCabe, founded 1866 in Newton MA, has provided independent Door & Hardware Consulting Specifications since the 1950s. We specialize in integrating attractive, safe (life-safety compliant), secure, and cost-effective hardware applications. Adjunctive services include Spec Sections for Hollow Metal Door/Frame and Wood Door (Flush). Our recommendations meet local, state, and international building codes including IBC, Life Safety, NFPA 70, NFPA 80, NFPA 101, and ADA Guidelines. Services are customized to meet project needs and range from short phone consultations to large project detailed and itemized scopes of work.

**PHILOSOPHY**

As an independent consultancy, Campbell-McCabe works with your design team to tailor specifications to meet the needs of the team. Since we are manufacturer-agnostic, our recommendations allow us to provide applications that allow for competitive bid pricing.

PRODUCT SELECTION

Products are based on the direction of the architect and owner. Campbell-McCabe specifications maximize value and aesthetics.

SPECIFICATIONS

087100 TECHNICAL DOOR HARDWARE
081113 HOLLOW METAL DOOR/FRAME
081416 WOOD DOOR (FLUSH)

PROJECT PHASES CONSULTANT TEAM

SCHEMATIC DESIGN, DESIGN DEVELOPMENT,
CONSTRUCTION DOCUMENTS, BIDDING,
CONSTRUCTION ADMINISTRATION, CLOSEOUT

VALUE ADDED BENEFITS

RESPONSIVE, ENGAGED, EXPERIENCED CONSULTATIVE
SUPPORT SD THRU CLOSE-OUT. SPECIFICATIONS SUBMITTED
ONTIME, RAPID SUBMITTAL TURN-A-ROUND, EFFICIENT CA.

CONSULTANT TEAM

Michael Bartoloni, AHC, DHT

Senior Specification Consultant

In his 30+ year distinguished career Michael Bartoloni has worked closely with many of the most prestigious design and construction firms across the country. Michael's experience includes numerous projects in the areas of multi-family housing, mixed use, healthcare, office buildings, public administration buildings and high-rise. Michael serves Campbell McCabe clients to create project estimates and provide expert counsel on door hardware alternatives and selection, while writing technical specifications for Door Hardware, Hollow Metal Door/Frame and Wood Door Flush, including code compliance for the architectural and construction community.

Matthew Lewis, AHC, Assoc. Arch, CDT, LEED AP

Senior Specification Consultant

Matt's extensive experience includes numerous projects in the areas of Healthcare/MOB, Higher Education, Biotech, K-12, Public Administration and Hi-rise Office/Lab mixed use buildings. Matt's focus is on the interface of door & hardware security access control and code compliance for complex applications, Hollow Metal Door/Frame and Wood Door Flush, including code compliance for new construction and renovation projects. He provides expert and creative problem solving throughout project phases to the architectural and construction community.

Susan McCabe Messier, DHT

Principal & Owner

Susan's industry experience includes project management and shop drawing preparation for Doors, Frames and Hardware and all phases of the 087100 technical door hardware, proposal preparation, specification processes, construction documents and security interface.

REPRESENTATIVE PROJECTS

Academic Science & Engineering

American University, Hall of Science
UMASS Boston Campus Center
UMD Science Center
Univ of Michigan
UMASS Worcester
University of Pittsburgh, Science Lab Building

College & University

College of the Holy Cross
Cornell
Drexel University Academic Tower
Harvard University Theological School
Johns Hopkins
Lafayette College
MIT Site 4 & 5
Princeton University Student Health Center
Tufts University
Yale

Schools K-12

Andover West Elementary
Belmont Middle HS
Billerica High School
Concord NH Technical HS
King Open School
Rockland Elementary Somerville High School

Museum

Dartmouth College Hood
MIT Innovation Museum
Ellis Island
Innovation Center Kendall Square

Mixed Use

Boynton Yards 1, 2, 3
6 West Broadway
Winthrop Place
Modera - Multiple U.S. locations

Harleston Parker Medal Projects

King Open School
Boston Public Library - Johnson Building
Bruce C. Bolling Municipal Building
Davis Museum, Wellesley College
Institute of Contemporary Art
McKim Building Boston Public Library
Simmons Hall
MIT
Western Commons
Miami University

Tech & Biotech

Alexion Pharmaceuticals
Phillips Healthcare HQ
Athenix
Bausch + Lomb
Johnson & Johnson
Jackson Labs
Sanofi
Intersystems

Healthcare

Bay State Medical Center
Children's Hospital of Philadelphia
Kaleida Health – Children's Hospital
Lahey Clinic
Maine Medical Center
Mass General Hospital Partners
Healthcare St. Francis OSF, ILL
VA Hospital

Sports Venues

Dodger Stadium Polar Park
Martin Richards Field House

Campbell – McCabe Worldwide, LLC

63 Great Road, Suite 201

Maynard, MA 01754

www.campbell-mccabe.com

Office: 781.899.8822, 978.243.8281

MA & PA Certified Women Owned Business

**SUSAN MCCABE MESSIER, DHT**

Title/ Project Roll
 Years in the Industry
 Years with the Firm
Academic Training

Industry TrainingProfessional AffiliationsCertifications

Principal and Owner
 Thirty
 20

Northeastern University BA, Art History - Emphasis on Architectural Design

Interise – MBA Course Study

Door and Hardware Institute - (DHI)

- Door Hardware Technician, DHT - Certificate 2018
- Apprentice - Certificate

U.S. Green Building Council (USGBC)

- LEED AP Course Study

Door & Hardware Institute (DHI)

Boston Society of Architects

National Association of Women in Construction – (NAWIC)

National Fire Protection Agency (NFPA)

Woman Business Enterprise WBE SDO Certified (Massachusetts)

Woman Business Enterprise WBE OEO Registered (Philadelphia, PA)

Owner and principal of Campbell-McCabe Worldwide, LLC certified in Massachusetts and Philadelphia, PA, Susan's 30-plus years of industry experience include all phases of the design and construction specification process. She has experience as an Architectural Hardware Consultant, Door and Hardware Estimator, Detailer, and as a Project Manager for doors/frames/hardware for all types of Class 1 construction. In addition to her duties at Campbell-McCabe, Susan is a presenter for the American Institute of Architects CES Education Training Program and a past president of the Boston Chapter 15 of NAWIC - National Association of Women in Construction.

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CAMPBELL : McCABE

**Michael Bartoloni, AHC, DHT**

Title/ Project Roll	Senior Specification Consultant
Years in the Industry	Thirty
Years with the Firm	Nine
Training	AHC, Architectural Hardware Consultant Certification Door and Hardware Institute Northeastern University
<u>Professional Affiliations</u>	Member, Door Hardware Institute (DHI)

In his 30-year distinguished career Michael Bartoloni has worked closely with many of the most prestigious design and construction firms across the country. He was a hardware consultant and project manager for Shawmut Hardware Company, serving as Shawmut's President from 1997 to 2003. Mike has also held the position of Practice Leader for the Door & Hardware Division of a prestigious national millwork company. Michael's experience includes numerous projects in the areas of bio-tech, lab/office R&D, healthcare, office buildings, public administration buildings, high-rise and mixed use multi-residential housing.

Michael serves Campbell McCabe clients to create project estimates, provide expert counsel on door hardware alternatives and selection, while writing technical specifications for Door Hardware, HM Doors/Frames and Wood Doors, including code compliance for new construction and renovation projects. He also contributes technical expertise at project meetings specific to security/access control, conducts site surveys, punch lists, and assists design teams with RFI resolution and problem solving throughout the construction documents process SD-CA through close-out.

Relevant Project Experience

Boston City Hall Plaza Renovation

East Boston Police Headquarters

Jackson Labs

Partners Health HQ

VA Hospital

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MA & PA Certified Women Owned Business

**Matthew Lewis, Assoc. Arch, AHC, CDT, LEED AP**

Title/ Project Roll
Years in the Industry
Years with the Firm
Training

Senior Specification Consultant
Twenty
Eight

MArch, Master of Architecture – University of Hartford
B.S., Architectural Engineering – University of Hartford
AHC, Architectural Hardware Consultant – DHI
CDT, Construction Documents Technologist – CSI
CM-BIM – Associated General Contractors (AGC)
LEED AP – U.S. Green Building Council (USGBC)
Member, Door Hardware Institute (DHI)
Associate AIA, The American Institute of Architects

Professional Affiliations

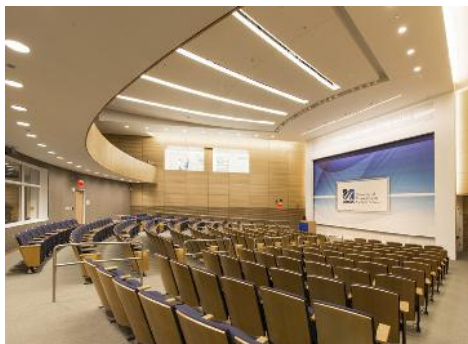
Matthew Lewis' 20 + year career includes many phases of the building industry. Prior to joining our team in 2017, Matt served as the Northeast USA Regional Architectural Director for Assa Abloy's Door Security Solutions for 12 years. Matt is a Senior Specification Consultant with extensive experience, providing independent specification consulting with a focus on doors & hardware and security access control interface for construction projects. He provides expert and creative independent specification services to the architectural and construction community.

Relevant Project Experience

Shattuck Hospital Replacement
AstraZeneca CX
St. Francis OSF
BMS Devens
Johnson & Johnson



ARCHITECTURAL ACOUSTICS



TECHNOLOGY



NOISE AND VIBRATION CONTROL

Company Profile

Whether you're looking to perfect the acoustics of a performance space, implement cutting-edge systems technology, or quiet a noisy product, Acentech is your resource. We provide acoustics, technology, and noise and vibration consulting to clients across the US and beyond.

Acentech is a multi-disciplinary acoustics, technology, and vibration consulting firm. We are one of the oldest and largest organizations of our type, with roots stretching back more than 75 years. We are unequalled partners to architects, engineers, institutions, manufacturers, planners, and designers worldwide.

Acentech's acousticians, engineers, scientists, and technical consultants bring collective expertise and innovative thinking to the critical design relationship between sound, technology, and the built environment.

Our fully integrated consulting capabilities offer planning, design, and problem resolution in the areas of: architectural acoustics; noise and vibration control; environmental noise; and technology planning and design.

Our collaborative teams consult with clients to explore options to their space's performance demands and to help navigate them through the complexity that evolves with project scale, multiple interfaces, and new technologies. Our portfolio covers a wide variety of project types including performing arts, market sector facilities, and energy, industrial and transportation infrastructure.

CONSULTING SERVICES

- > Architectural Acoustics
- > Environmental, Industrial, and Transportation Acoustics
- > Mechanical Systems Noise and Vibration Control
- > Noise and Vibration Monitoring & Mitigation
- > Audiovisual Systems Design
- > Telecommunications Systems Design
- > Physical Security Systems Design
- > Smart Buildings
- > Product Sound Quality Evaluation and Improvement

SPECIALTY SERVICES

- > 3DListening® (3DL) Acoustic Simulation and Evaluation
- > Noise and Vibration Remote Monitoring
- > Technology Advisory Services
- > Field-Testing Measurements & Analysis Technology
- > In-House Materials & Products Mock-Up Evaluation
- > WiFi Heatmap Antenna Planning

Selected Public Safety Projects

- > **Avon Police Station**
Avon, MA
» Acoustics Consulting
- > **Boston College Police Station**
Chestnut Hill, MA
» Acoustics Consulting
- > **City of Alexandria Police Department**
Alexandria, VA
» Acoustics Consulting
- > **Danbury Police Facility**
Danbury, CT
» Firing Range
- > **Engine 42 Fire Station**
Boston, MA
» Acoustics Consulting
- > **Hartford Police Station**
Hartford, CT
» Interview Room Renovations
- > **Manchester Police Station**
Manchester, NH
» Acoustics Consulting
- > **Massachusetts State Police Academy**
New Braintree, MA
» Firing Range
- > **Municipal Police Training Academy**
Springfield, MA
» Classrooms Renovations
- > **Philadelphia Police Headquarters**
Philadelphia, PA
» Homicide Division
- > **Rhode Island State Police Barrack**
Lincoln Woods, RI
» Security System Design
- > **Saugus Public Safety Building**
Saugus, MA
» Gun Firing Range
- > **Springfield Public Safety Building**
Springfield, MA
» Acoustics Consulting
- > **Yale University Police Department**
New Haven, CT
» Acoustics Consulting

Selected Projects in Vermont

- > **University of Vermont Medical Center**
Burlington, VT
» CHP Post-Mitigation Noise Study
» Fuel Cell Noise Impact Study
- > **Fletcher Free Library Renovation**
Burlington, VT
» Audiovisual, IT, and Security Consulting
- > **Hula Lakeside Avenue**
Burlington, VT
» Acoustics Consulting
- > **Marvell Tech | Satellite Campus Renovation**
Burlington, VT
» Acoustics Consulting
- > **Middlebury College | Christian A. Johnson Memorial Building Renovation**
Middlebury, VT
» Acoustics Consulting
- > **City of Montpelier**
Montpelier, VT
» Low-frequency Noise Investigation
- > **South Burlington Animal Hospital**
South Burlington, VT
» Site Vibration Monitoring
- > **University of Vermont**
Burlington, VT
» Construction Monitoring
» New Research Lab and Given Building Renovation
- > **Wake Robin Life Care Community Center**
Shelburne, VT
» Acoustics Consulting
- > **Woodstock Union High School & Middle School**
Woodstock, VT
» Acoustics Consulting



Michael Bahtiarian, INCE Bd. Cert., INCE Fellow

Principal | Noise & Vibration

EXPERIENCE AND RESPONSIBILITIES

Michael Bahtiarian is an accomplished noise control engineer in the field of acoustical and vibration engineering, specializing in environmental acoustics, noise control, and sound and vibration testing, measurement and mitigation. His engineering career spans 39 years in consulting management for the assessment and design of noise control treatments such as barriers, enclosures, damping and vibration isolation. He provides litigation support and expert witness testimony for dispute resolutions and matters related to noise and vibration issues.

Michael serves as Acentech's Energy, Environmental, and Transportation Market Co-Leader, and is responsible for marketing strategy, client development, and thought leadership.

REPRESENTATIVE PROJECTS

- > Boston College, Fieldhouse Community Noise, Newton, MA
- > Northeastern University, Colosseum Building #5, Burlington, MA
- > Northeastern University, Kostas Research Institute RF Emulator, Burlington, MA
- > Harvard University, Allston Research Campus Master Plan, Boston, MA
- > Harvard University, Blackstone Plant Noise Evaluation, Cambridge, MA
- > Lesley University, 4 Berkeley Street Noise Compliance, Cambridge, MA
- > MCLA, Post Construction Survey, North Adams, MA
- > MIT, Engine Facility 2.0 Rooftop Equipment, Cambridge, MA
- > University of Maine, Orono Steam Plant Expansion, Orono, ME
- > University of Southern Maine, Residence Hall and Student Success Center, Portland, ME
- > Woods Hole Oceanographic Institution, SCIF Room, Falmouth, MA

EDUCATION

M.S. Mechanical Engineering, Rensselaer Polytechnic Institute, 1988

B.S. Mechanical Engineering, Pennsylvania State University, 1985

CERTIFICATION

Institute of Noise Control Engineering (INCE), Board Certified, 2004

PROFESSIONAL SOCIETIES

Institute of Noise Control Engineering (INCE-USA), Fellow President, 2020-2022; Nominations Committee, Chair; Long Rang Planning Committee, Member

ISO Technical Committee 43/SC 3, U.S. Technical Advisory Group (TAG) Chair, 2011-2017

ISO Technical Committee 43/SC 3/WG 1 (underwater ship noise), Convener 2011-2017

HONORS

INCE, William W. Lang Award, Distinguished Noise Control Engineer, 2018



Andrew Carballeira, INCE Bd. Cert.

Principal | Innovation Lead

EXPERIENCE AND RESPONSIBILITIES

Andy Carballeira has 21 years of consulting experience managing all aspects of architectural acoustics including room acoustics, sound isolation, noise and vibration control, and electro-acoustic systems, with extensive knowledge in industrial and environmental noise control. His music and audio technology interests extend to his expertise in spatial audio which involves the engineering of Acentech's 3DListening® acoustic simulation environment. His portfolio includes commercial office and multi-family residential buildings, institutional and educational facilities, and spaces for performing arts. As a Principal, he consults with clients from initial project planning, through the design process to construction completion.

Andy serves as Acentech's Innovation Lead, a cross-disciplinary role responsible for spearheading strategic research and development initiatives and fostering collaborative implementation across the firm's culture and *The Lab@Acentech* platform. He shares his acoustical expertise as a speaker at national conferences and symposia, and as an industry author.

REPRESENTATIVE PROJECTS

- > Harvard-Smithsonian Center for Astrophysics, Library Acoustics, Cambridge, MA
- > Harvard University, Medical School Laboratories, Boston, MA
- > Harvard University, Sever Hall Sound Isolation Study, Cambridge, MA
- > MIT, E25 Sleep Labs, Cambridge, MA
- > Northeastern University, Allison Speech Pathology Lab, Boston, MA
- > University of Massachusetts Medical School, New Research Building, Worcester, MA
- > University of New Hampshire, Biological Sciences Initiative Renovation and Addition, Durham, NH
- > University of Vermont Medical Center, CHP Noise Mitigation Study, Burlington, VT
- > Wentworth Institute of Technology, Center for Engineering, Innovation & Sciences, Boston, MA

EDUCATION

B.M., Music Production and Engineering, Berklee College of Music, 2003

CERTIFICATIONS

Institute of Noise Control Engineering (INCE), Board Certified

PROFESSIONAL SOCIETIES

Acoustical Society of America (ASA), Member

Greater Boston Chapter of ASA, Former Chairperson

Audio Engineering Society (AES), Member

AES TC Multi-channel and Binaural Audio Technology (AES TC-MBAT), Member

ANSI S12.60 WG52 Working Group on Classroom Acoustics

HONORS

ASA, Robert B. Newman Medal for Excellence in the Study of Acoustics and its Application to Architecture, 2004

FIRM OVERVIEW

The Green Engineer, Inc. is a sustainable design consulting firm specializing in energy efficient and sustainable design solutions for the built environment. Founded in 2005 by Christopher Schaffner, PE, LEED Fellow, the firm currently has a staff of 25, with 23 LEED-accredited professionals. Our team members consist of Sustainability Consultants and Building Performance Analysts. Our expert team brings to the table experience and perspective from a variety of backgrounds including engineering, architecture, construction, planning, development, and public policy.

The Green Engineer specializes in Building Performance Analysis. We practice an Integrative Design approach to provide clients solutions to design, build, and operate buildings with improved energy efficiency. We use Building Performance Analysis as both a design and compliance tool, working on a range of projects covering early-stage thermal and daylight modeling to a whole building's energy compliance. We have in-house, registered Professional Engineers, Architects, ASHRAE Certified Building Energy Assessment Professional (BEAPs), Certified Passive House Consultants (CPHCs), and Building Energy Modeling Professionals (BEMPs). Our firm uses industry standard modeling software to develop building performance models. We have an extensive understanding of eQuest (DOE-2) and DesignBuilder (EnergyPlus) in particular, and are familiar with other energy modeling software like WUFI, Trane Trace, Ecotect, Therm, Open Studio, Cove.tool, etc. Our energy modeling team has been selected by Eversource to provide modeling services related to incentives on multiple projects throughout Eversource territory.

The Green Engineer has completed over 300+ projects that have achieved LEED Certification, including 20+ projects that have achieved a LEED Platinum rating. Furthermore, we have been selected by the USGBC to participate in their LEED Proven Provider program. This program allows streamlined reviews of the LEED submission. We are proud to have served for three years as experts providing LEED project review services to the GBCI, providing more than 100 building reviews.

An Employee-Owned, Massachusetts Benefit Corporation and B Corporation

The Green Engineer is legally incorporated as a Massachusetts Benefit Corporation, a unique business model designed for for-profit companies that have social mission beyond profit. As a Benefit Corporation, we file an annual report to the state outlining our public benefit and conduct a third party review of our operations. As a testament to our commitment to social and environmental responsibility, we're one of approximately 9,000 Certified B Corps world-wide, and we are the 100th oldest B Corp in the U.S. out of 3,138. As part of our business model, we are an employee-owned company. Today, 18 out of our 25 full-time staff members are also owners, with 8 out of our 18 owners are women. We are one of 145 companies that are employee owned. There are 126 B Corps headquartered in MA total. We are one of 36 in architecture design and planning in Massachusetts. A third of our staff are of diverse racial & ethnic backgrounds. In 2019, we became a JUST labeled organization, and in 2020, we committed to becoming an anti-racist organization, and adopted principles of Justice, Equity, Diversity and Inclusion (JEDI) in all aspects of our practice.

Resumes

The Green Engineer, Inc.

Chris Schaffner, PE, LEED Fellow, WELL AP, Founder & CEO

Project Role:
**Principal-in-Charge
(Sustainable/Green Design/Renewable
Energy Consultant)**

Years w/ Firm: **19**
Total Years of Experience: **33**

MA Registration:
Massachusetts PE Registration #37211
P.E. in MA, CT, and VT.

Availability:
**Mr. Schaffner has adequate time and
resources available for this project.**

Applicant Office Address:

The Green Engineer, Inc.
23 Bradford St.
Concord, MA 01742

B.S., 1988, Mechanical Engineering, Massachusetts Institute of Technology

A long-time promoter of sustainable design, Chris has been a member of the U S Green Building Council's (USGBC) LEED Faculty since 2001, training more than 9,600 building industry professionals in the use of the LEED Rating System. He is currently an elected member of the USGBC Advisory Council, as well as a volunteer with the LEED Advisory Committee. He previously served on the USGBC Board of Directors, as Chair of the Energy and Atmosphere Technical Advisory Group (TAG) and as a member of the Indoor Environmental Quality TAG, among other volunteer roles with the USGBC.

Chris is currently a part-time Lecturer at Northeastern University, after several years teaching at the Boston Architectural College. He has also lectured at Harvard's Graduate School of Design, MIT, Brandeis, Duke and Wentworth. In 2008, Chris was selected as a member of Massachusetts Governor Patrick's **Zero Net Energy Building Task Force**, where he chaired the State Interim Standard working group. He also served as a member of the Massachusetts Renewable Energy Trust Fund Green Building Advisory Committee and on Boston Mayor **Menino's Green Building Task Force Advisory Committee**. He was a founding Board member of the USGBC Massachusetts Chapter. Chris is a member of ASHRAE, which certified him as a "High Performance Building Design Professional", and a "Building Energy Modeling Professional". He is also a member of IBPSA and serves on the Technical Committee of the Massachusetts Chapter. In addition, he is a member of the American Rainwater Catchment Association and the Society of Building Science Educators. He holds the LEED AP designation with both BD+C and ID+C specialties. He also recently earned the WELL Accredited Professional designation.

Resumes

The Green Engineer, Inc.

Sarah Michelman, RA, LEED AP BD+C, WELL AP, Fitwel Ambassador, LFA

Project Role:

**Principal-In-Charge
(Sustainable/Green Design/Renewable Energy
Consultant)**

Years w/ Firm: **14**

Total Years of Experience: **30**

MA Registration: **1997/MA Architectural License No.
10402**

Availability: **Ms. Michelman has adequate time and
resources available for this project.**

Applicant Office Address:

**The Green Engineer, Inc.
23 Bradford St.
Concord, MA 01742**

Bachelors, Art History, Oberlin College: Master of Architecture, Washington University, 1993

Sarah has over 16 years of experience working as an Architect. She holds a B.A. in Art History from Oberlin College and an M. Arch. from Washington University in St. Louis. She is a registered Architect in the State of Massachusetts.

Sarah has been with The Green Engineer since 2010. She is passionate about helping clients understand the benefits of energy efficiency and building green. Sarah's extensive background in architecture, with a focus on sustainability designed higher educational projects, makes her a valuable team leader. Sarah is actively involved with coordinating 'Green' Charrettes and working collaboratively with project teams by providing sustainable design guidance throughout all project phases. She manages and participates in the LEED submittal process and coordinates the documentation required for the Certification application to the USGBC.

At The Green Engineer, Sarah has significant experience with higher education and public sector projects. Sarah is also skilled at helping project teams navigate the sustainable design requirements of Boston's Article 80/sub-article 37 and Cambridge's Article 22.

Before joining the team at the Green Engineer, Sarah was an Associate and Project Manager with Prellwitz/Chilinski Associates, Inc., an architectural firm in Cambridge, MA, where she worked for ten years. As an architectural Project Manager, Sarah led design teams for diverse project types including mixed use, residential and higher education.

The Green Engineer, Inc.

Vipul Singh, LEED AP, BEMP

Project Role: **Principal, Building Performance Analyst**

Years w/ Firm: **13**

Total Years of Experience: **17**

MA Registration: **NA**

Availability: **Ms. Singh has adequate time and resources
available for this project.**

Applicant Office Address:

**The Green Engineer, Inc.
23 Bradford St.
Concord, MA 01742**

B.A. in Architecture / 2005 / Sushant School of Art & Architecture Masters in Built Environment / 2011 / Arizona State University

Vipul has been working with The Green Engineer as a Senior Building Performance Analyst since 2011. She has an interdisciplinary knowledge base, with a background in architecture and a focus on sustainability in the built environment.

Vipul's expertise lies in using modeling and analysis techniques for optimizing the energy efficiency of high-performance building envelopes, mechanical systems and daylighting. The range of simulations varies from whole building energy simulations to analysis for a single façade. Working as a BPA, Vipul has had the opportunity to assess over 50 buildings for their performance, energy use, and daylighting, etc. She has worked on a variety of university, commercial, and institutional projects pursuing LEED Certification, ASHRAE90.1 compliance, and Utility Incentives. In addition to this, Vipul's responsibilities also include assisting in LEED Documentation and participating in project design charrettes.

Before joining TGE, Vipul pursued a Master of Science in Built Environment degree at Arizona State University. While at ASU, she worked as a research assistant on an ASHRAE funded research project aimed at developing protocols for short-term M&V of whole building energy performance. Vipul received her Bachelor of Architecture from Sushant School of Art and Architecture, India. During her four years of professional experience as an architect in India, she worked on institutional projects of varied scales with a strong focus on sustainable design principles.

Experience

The Green Engineer, Inc.

Cambridge Fire Station

Cambridge, MA

Date Completed: Est. 2026

Principal in Charge: Chris Schaffner, PE, LEED Fellow

Client Contact:

Ted Galante, AIA LEED AP

The Galante Architecture Studio

T: 617.576.2500

Project Description:

Sustainable Design Consulting, LEED PM, Energy Modeling for the design and construction of renovations to the 30,380SF historic headquarters of the Cambridge Fire department.

Targeting LEED NC v4 Gold

Dedham Public Safety

Dedham, MA

Date Completed: 2023

Principal in Charge: Chris Schaffner, PE, LEED Fellow

Client Contact:

Chip Heitkamp, MCPPO

Dore & Whittier Architects, Inc.

T: 978.499.2999

Project Description:

Sustainable Design Consulting, LEED PM, Energy Modeling for the design and construction of an approximately 38,000 sf new combined Fire & Police headquarters. **Targeting LEED NC v4**

Williamstown Fire Station

Williamstown, MA

Date Completed: Est. 2025

Principal in Charge: Chris Schaffner, PE, LEED Fellow

Client Contact:

Christopher Wante, AIA

EDM Architecture

T: 860.819.3461

Project Description:

Sustainable Design Guidance, Simplified Energy Analysis & Life Cycle Cost Analysis, and Lifecycle Impact Assessment for 19,371 SF fire station.

Targeting International Living Future Institute (ILFI) Zero Carbon Certification.

Experience

The Green Engineer, Inc.

Westwood Public Safety

Westwood, MA

Date Completed: 2017

Principal in Charge: Chris Schaffner, PE, LEED Fellow

Client Contact:

Donald Walter

Dore & Whittier Architects, Inc.

T: 978.499.2999

Project Description:

New, 11,000 SF fire station and a new, 20,000 SF police station on the site of the existing stations. The Green Engineer provided Energy Modeling for utility incentives, and provision of life cycle costs of various options. Although the client did not pursue certification, the projects are designed to achieve LEED Certification.

Melrose Public Safety

Melrose, MA

Date Completed: Est. 2030

Principal in Charge: Sarah Michelman,

RA, LEED AP BD+C, WELL AP, Fitwel Ambassador, LFA

Client Contact:

Glen Gollard

Dore & Whittier Architects, Inc.

T: 978.499.2999

Project Description:

Sustainable Design Guidance, LEED Certification Project Management and Energy Modeling construction for the 27,000 SF police station and 24,000 SF fire station.

Targeting LEED-NC v4

Norwich University Cyber Fusion Center

Northfield, VT

Date Completed: Est. 2025

Principal in Charge: Erik Ruoff, LEED AP BD+C

Client Contact:

Marc Perras

Jones Architecture

T: 978.744.5200

Project Description:

Sustainable Design Guidance, LEED Certification Project Management and Whole-Building Life-Cycle Analysis for the design and construction of an approximately new 27,000SF multi-disciplinary center.

Targeting LEED-NC v4

Firm Background: Serving Vermont's Municipalities

Our Vermont offices in South Burlington and Montpelier are home to nearly 100 landscape architects, planners, designers, engineers, and scientists who partner with public and private clients in the community design, real estate, institutional, transportation, and energy industries, as well as with federal, state, and local governments.



Our planning and design professionals commit to meeting project challenges with the highest level of quality, addressing client goals to achieve results that are implementable and sustainable. We work closely with our clients to understand each project's unique challenges by bringing a comprehensive approach to problem solving, drawing upon our wide array of disciplines and skills to inform the stakeholder engagement, planning, and design processes.

This approach enables a balance among project needs, site constraints, and sensitivity to context. VHB has a proud history of working with municipalities throughout New England and across Vermont to help them envision, design, and build community facilities that meet the goals of their citizens, as well as fit their budgets. Additionally, our team members bring extensive out-of-state design experience, having worked on similar projects up and down the East Coast.

VHB's Capabilities

Our team has an open-minded approach to projects, and we are committed to listening and truly understanding the needs and aspirations of the public—we see the whole picture, not just one piece. We integrate the right people and resources from our four core service areas—planning and design, land development, transportation, and environmental science—to help clients initiate and complete intricate, challenging, and significant projects.

Making a positive impact in Vermont's cities and towns is a priority for VHB. Our designers, planners, engineers, and scientists have helped revitalize downtown areas; construct safer streets for motorists, pedestrians, and bicyclists; and restore and protect our natural resources. VHB offers more than a defined group of services; we work as an integrated team to address some of the most challenging and complex projects across the state.

Our integrated services approach gives us the ability to develop easy-to-understand master plans that create bold and visionary outcomes while incorporating the technical proficiency required to plan sensitive and complex projects.



Great Streets Main Street

Burlington, Vermont

Client
City of Burlington, DPW

The Great Streets Main Street project is the City of Burlington's third significant project under the Great Streets Initiative, following City Hall Park and Saint Paul Street. The project consists of full construction engineering design of a six-block-long section of Main Street from Battery Street to South Union Street. The project began at the Alternatives Development and Public Involvement phase, continuing forward to Conceptual Plans through Contract Documents.

The Great Streets Initiative will completely revitalize and reconstruct Main Street within the project boundaries. VHB is working with Burlington's Department of Public Works (DPW) on the planning and engineering design, including extensive community and stakeholder outreach that has resulted in unanimous approval by City Council.

The project team has completed the final design, which includes enhancing all elements of the streetscape to give Main Street a distinct identity, upgrading pedestrian facilities, installing bicycle facilities, improving stormwater infrastructure and treatment, and replacing and modernizing traffic signal equipment at six intersections. VHB conducted a full parking study as a part of this effort that extended from Battery Street to Union Street and from Maple Street to Cherry Street. VHB is designing all roadway and traffic components, including the roadway and separated bikeways, traffic signals, identification of extensive underground utilities, survey, ROW impacts, stormwater treatment, and all signs and pavement markings.



Lebanon Fire Station Feasibility Study and Reconstruction

Lebanon, New Hampshire

Client
City of Lebanon

The City of Lebanon's three fire stations and one police station—which also served as a dispatch center—were aging and would soon be insufficient to serve the city's growing population. In 2019, the City enlisted VHB, as a subconsultant to Lavallee Brensinger Architects, to conduct a feasibility study to identify the best site for a replacement fire station.

VHB assessed sites throughout Lebanon, including that of the existing Fire Department headquarters, to help the City identify which would be suitable for the new station. Ultimately, the City decided to proceed with reconstructing the facility at the site of the existing fire station, which necessitates a temporary home for the Fire Department while the new station is under construction. VHB designed a temporary, simply constructed station at the Lebanon Public Works Department made of modular housing and a prefabricated garage to ease the Fire Department's transition.

Now under construction, the rebuilt fire station will stand three stories tall and feature four bays for emergency vehicles and equipment. Some of the building's notable aspects include its sustainability features, such as the electric vehicle charging infrastructure, its net zero building status, stormwater best practices designed by VHB, and minimized impervious area, which reduces impacts to existing slopes and natural landscaped buffer. Due to the station's downtown location, VHB counseled the City to use existing utility infrastructure to minimize roadwork and therefore the impacts of construction on traffic and pedestrians.

Jennifer Conley, PE, PTOE

Director of Transportation Systems



Education

BS, Civil Engineering,
Rensselaer Polytechnic
Institute, 1993

Registrations/Certifications

Professional Engineer VT
Professional Engineer MA
Professional Engineer NH
Professional Traffic
Operations Engineer

Affiliations/Memberships

Institute of Transportation
Engineers,
Section President,
Member
1993 - present

Jennifer is VHB's Director of Transportation Systems for Vermont. She has extensive transportation engineering experience, having managed engineering tasks for projects throughout New England, including preparation of construction phasing and traffic management plans, traffic operational studies and design, and engineering design for traffic control devices and signalization. Jennifer has permitted millions of square feet of development, bringing projects from preparation of the traffic impact study through the local public hearing process, with state-level permitting as required. She has also managed transportation master plans for municipalities and institutions and conducted corridor studies, including traffic engineering peer review services, for numerous municipalities.

30 years of professional experience

City of Burlington, Great Streets—Main Street Revitalization, Burlington, VT

As the traffic and parking task leader, Jennifer has supported multiple facets of the Great Streets – Main Street Revitalization. Jennifer oversaw the parking study and associated stakeholder engagement which included Burlington staff, business owners and other stakeholders through a multiple meeting process to understand the current parking conditions and anticipated impacts of the project. Jennifer also led traffic analysis to evaluate traffic operations under various traffic control scenarios and different lane configurations and the presentation of these findings to DPW staff as well as the DPW Commission. Finally, her team is finalizing the design and locations of the traffic signal equipment along the corridor.

Winooski Main Street, Winooski, Vermont

Jenn led the traffic engineering tasks associated with the redesign of Main Street through Winooski. She analyzed the operations at each of the signalized intersections under a number of lane configurations and signal timing and phasing and incorporated the needs of bicyclists and pedestrians into the operation. The analysis included a detailed review of emergency response operation and upgrades required for the Winooski Fire Station including new signal controller and pre-emption equipment. She continues to work on the traffic control plans to manage traffic during construction.

Burlington High School Temporary Location Traffic Permitting, Burlington, VT

Serving as Project Manager, Jennifer evaluated the transportation implications of temporarily relocating Burlington High School to 67 Cherry Street. Using GIS mapping of student locations, based on distance she determined a likely group of student walkers and cyclists and then the likely routing of students who would likely drive to school based on travel times. Added the likely driver population to the existing roadway network, she determined the impact at key intersections and worked with Burlington DPW regarding recommended signal timing modifications where necessary. In addition, the addresses were used to evaluate the likely demand and circulation of drop off and pick up maneuvers. Jenn has also evaluated the transportation and circulation improvements for the new, permanent High School.

CCRPC, Colchester Avenue Bikeways, Parking, and Intersection Safety Study, Burlington, VT

VHB worked with the Chittenden County Regional Planning Commission (CCRPC) to identify and prioritize improvements along Colchester Avenue that align with the City's vision for sustainable transportation infrastructure and enable a continuous multimodal transportation corridor. Jennifer served as the Project Manager, leading the project team through the assessment of existing conditions, engagement of the public to determine the local concerns, and the development, evaluation, and presentation of alternatives. Jennifer and the VHB team worked closely with a diverse Advisory Committee of residents and business representatives and engaged the public through both in-person and online public meetings. The selection of a preferred alternative was determined through polling at a public meeting, followed by lively discussion at the Advisory Committee meeting. The preferred alternative received unanimous approval by the committee and was approved by the Burlington City Council.

Swanton Village Downtown Scoping Study, Swanton, VT

Serving as Project Manager, Jennifer has led the multidisciplinary project team through the Downtown Scoping Study for Swanton Village. The project required a delicate balance to better accommodate the needs of pedestrians and bicyclists while accommodating vehicular traffic through the Village and providing parking and enhanced sidewalks to ensure continued economic development. Alternatives were developed that accommodated all users through different allocation of right of ways throughout the Village. The preferred alternative incorporated public comment and was divided into smaller projects that could be built separately as funding allows. This study has since been leveraged to obtain funding for design and construction of the improvements to circulation for all roadway users.

Commercial Street Corridor Operations and Master Plan, Portland, ME

Prior to joining VHB, Jennifer was Project Manager for the multidisciplinary project evaluating the multi-modal operations of the corridor that in addition to providing access to the working waterfront, cruise ship activity and ferry boats also now serves as a significant tourist destination. The master plan for the operations of the corridor includes the significant freight (including turning and backing of bait trucks) and loading and unloading activities and potential to implement transit routing on the corridor in addition to peak pedestrian crossings of over 1,000 per crosswalk. This required an extensive stakeholder engagement approach. The vehicular parking demand was used to evaluate potentials for sharing that parking with loading operations. Modifications included the reduction of unsignalized crossing locations to improve vehicular efficiency while also elevating other locations to signalized or RRFB locations to improve pedestrian safety and capacity.

RESOURCE ALLOCATION MATRIX

Scope of Work Tasks	Task Description	By:	Principal	Programmer	PM	PA	Designer	Totals D+W	Totals Consultants	Estimated Fees per Task	Deliverables
PHASE 1 PRE-DESIGN, PROGRAMMING, SITE ASSESSMENT AND SELECTION											
Task #1	Initialization + Mobilization	D+W	2		4	2	2	10		\$1,850	Meeting minutes
		EVI and V/T Commercial		4					4	\$740	None, but should participate in meetings, review of materials
Task #2	Programming + Space Needs Analysis	D+W	6	80	10			96		\$17,760	Architectural Space Programs of a combined facility, and separate programs. Explanatory narrative – brief summary report.
	Planning Diagrams	D+W	12	28	34	24	56	154		\$28,490	Program Block Diagrams/ Adjacency Diagrams
	Initial Massing Studies/ Site Test Fits	D+W	4	8	32			44		\$8,140	3-D Massing studies on candidate site(s) for test fit of program on site(s) – Building Envelope per Zoning Ordinance.
Task #3	Site Search	D+W	8	4	8	4		24		\$4,440	Identification of potential sites
	Site Search	EVI (Civil)	6		12				18	\$3,330	Site assessments (assume 3)
	Site Search	V/T Commercial	40						40	\$7,400	Identification of potential sites
Task #4	Site Assessment	D+W	2		2		24	28		\$5,180	Site assessments (assume 3)
	Site Assessment	EVI (Civil)	6		24				30	\$5,550	Site assessments (assume 3)
	Site Assessment	V/T Commercial	6						6	\$1,110	Site assessments (assume 3)
Task #5	Real Estate / Financial Analysis	V/T Commercial	24						24	\$4,440	Summary of findings
Task #6	Site Selection Ranking	D+W	3		2			5		\$925	Ranking of sites
	Final Selection										Recommendation of Preferred Site

Resource Allocation Matrix (cont.)

Scope of Work Tasks	Task Description	By:	Principal	Programmer	PM	PA	Designer	Totals D+W	Totals Consultants	Estimated Fees per Task	Deliverables
Task #7	Conceptual Options	D+W	4	6	24	8	48	90		\$16,650	Up to three Options on the Preferred Site; Building system narratives
		EVI	6		18		40		64	\$11,840	Existing site conditions, site development sketch/description
		PM+C	5		40				45	\$8,325	Cost Estimates
Task #8	Community Engagement	D+W	4	4	24		8	40		\$7,400	Plan/Schedule; Presentation materials and participation in public meetings
	Website Creation & Maintenance	D+W	1		1		36	38		\$7,030	Webpage hosted on City site and periodic updates
Task #9	Final Option Selection	D+W	2	2	4	1	4	13		\$2,405	Recommendation
Task #10	Final Report	D+W	2	8	32	2		44		\$8,140	Final Report
Task #11	Property Acquisition										None – City action
	ESTIMATED TOTAL HOURS							586	231	\$151,145	Estimated fee based on hours per tasks identified
PHASE 2 BASIC SERVICES - SCHEMATIC AND DETAILED DESIGN											
TO BE DETERMINED ONCE PREFERRED SITE IS SELECTED											
PHASE 3 BIDDING AND CONSTRUCTION ADMINISTRATION											
TO BE DETERMINED ONCE PREFERRED SITE IS SELECTED											

Board of Finance and City Council Submission ChecklistDepartment: CT Office Submitter: Ashley ParkerTitle/Subject: Authorization for Public Health & Safety Building Project Budget

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	3/24/2025

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	3/17/2025	Katherine Schad
Mayor's Office informed and approved memo	Yes	3/18/2025	Erin Jacobsen
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	3/17/2025	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	3/17/2025	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

645 Pine Street, Suite A
Burlington, VT 05401
802.863.9094 VOICE
802.863.0466 FAX
802.863.0450 TTY
www.burlingtonvt.gov/dpw

MEMORANDUM

To: Board of Finance and City Council
Fr: Laura Wheelock, P.E., City Engineer – Div. Director of Technical Services
Peter Procaccio, P.E., Sr. Public Works Engineer
CC: Chapin Spencer, Director of Public Works
Ashley Parker, Capital Program Director
Megan Moir, Div. Director – Water Resources
Brian Pine, Director of Community and Economic Development Office

Re: **Great Streets Main Street – Sewer Budget**
Date: March 24, 2025 (Board of Finance & City Council)

I. SUMMARY OF REQUESTS

The Department of Public Works (DPW) is seeking Board of Finance recommendation and City Council authorization to:

1. Execute Contract Amendment with SD Ireland Brothers
2. Execute Budget Amendment

II. PROJECT BACKGROUND & CONSTRUCTION UPDATE

The public vote in March 2015 authorized the initiative's first efforts in the City's Downtown Tax Increment Financing (DT-TIF) District by supporting the borrowing of \$10,000,000 to make new investments in downtown public infrastructure to ensure that Burlington residents have a downtown that is a vibrant, walkable and sustainable urban center. Voters additionally supported the Great Streets Main Street Project at the March 2022 Town Meeting Day public vote with support to secure an additional \$25,920,000 in debt, matching the Vermont Economic Progress Council (VEPC) approved borrowing amount of \$35,920,000. In August 2022, the City then issued Bond Series 2022B in the original principal amount of \$30,120,000, with \$4,261,971 in Premiums received, to support the improvements associated with the Great Streets Main Street project. In March of 2024 the City received authorization from VEPC for the updated project scope and full amount of proceeds and premiums issued with the Bond.

Re: **Great Streets Main Street Contract Amendments**

Construction commenced on February 5, 2024, and has been focused on replacing sewer and water mains between Pine Street and S Union Street; as well as placing new sewer for the Ravine Sewer bypass. Work to place the new 48" pipe has been challenging with the depth of the pipe ranging from 13' to 27' below grade, confined rights of way, aging surrounding infrastructure, overhead utilities, and historic adjacent properties.

Upcoming work for this season will include replacement of the water main along Main Street, installation of stormwater detention vaults along the north side of Main Street, and continuing the installation of the Ravine Sewer bypass. Additionally, the project's streetscape elements and paving will likely begin during the 2025 construction season. The project has an overall contract completion in late 2026.

Reducing the impact of this project on adjacent businesses and downtown overall remains a major focus of our efforts. To-date DPW has engaged in:

- Weekly emails to businesses detailing upcoming work, closures, planned detours, & available parking
- Maintenance of a project website for public access to project status
- Direct outreach to impacted businesses & residences to gather feedback and share project status

Additional project information can be found on the website: greatstreetsbtv.com

III. CONTRACT AMENDMENT WITH S.D. IRELAND BROTHERS CORPORATION

During the work, the age and condition of the Main St sewer between 227 Main Street and South Union is such that it needs to be added back into the project for replacement. If not replaced, this failing sewer will present a significant future risk of damaging the Great Streets improvements downstream and made as a part of the project. The streetscape work limits of the Main Street Great Streets project do not extend this far east, therefore this sewer is considered to be non-participating and are thus are not eligible to utilize DT-TIF funds and shall be covered by Water Resources Capital funds.

The Board of Finance and City Council previously authorized contract and budget amendments with S.D. Ireland for the sewer replacement from 227 Main Street to South Union Street at their July 8, 2024 and July 25, 2024 meetings in the amount of \$291,615. However, the previous approval did not include the costs of abandoning the decommissioned sewer or maintenance of traffic control with flaggers. Sewer abandonment is typically incidental when a sewer is replaced along the same alignment, however in this case, the alignment is moving and the cost of abandonment needs to be accounted for separately. Additionally, traffic control costs have been added to this scope as it's been a key element for helping the public navigate the Main Street project and should be added for this incremental work. The revised cost of this sewer main replacement is \$357,947 which includes contingency. A revised cost authorization, budget, and contract amendments are required to approve this additional amount of \$66,332.

This change will increase the current contract with S.D. Ireland Brothers Corporation by \$33,791 and hold \$32,541 as project contingency (10% of the total cost of work).

IV. PROJECT FINANCIALS

To date the Main Street project has expensed approximately 54% of the previously approved contract total. The project is tracking significant use of contingency funds to mitigate some of the challenges encountered with ravine sewer bypass construction and unforeseen need/use of flaggers in the downtown core. The known/estimated contingency costs are approximately 86% of the previously approved amount or approximately \$2,200,000. Deep utility excavation work is often where the greatest financial risk lies, so it is not unexpected that we have had to utilize this contingency to-date. DPW is closely tracking these items and other project variables to work to keep the project within budget.

To restore some streetscape elements that were removed when construction bids came in high, the project team is collaborating with the Clerk/Treasurer's Office Grant Team to apply for grants. A Downtown Transportation Fund Grant was submitted in February that, if funded, seeks to add seating, bike racks, and a bus shelter back into the project.

Water Resources Funding

Wastewater capital funds will be used to fund costs that are not DT-TIF eligible for the replacement of the Main St sewer main from 227 Main to South Union St (\$357,947). The initial \$291,615 was already set aside from FY24 funds and is being held in Fund 862 project "Main St Great St." The additional \$66,332 of funding will come from the FY25 Wastewater capital expense line (480-19-425-000.9500) through a budget amendment to transfer funds to the Fund 862 (Wastewater Capital Fund) project.

An updated project budget is included in the attachments, including account details and projects.

V. MOTIONS

Board of Finance:

1. To approve and recommend that the City Council authorize the Director of Public Works to execute an amendment to the contract, subject to City Attorney review and approval, with S.D. Ireland Brothers Corporation in the amount of \$33,791 bringing the total contract value up to \$26,543,720.62, and increase the previously authorized contingency funds by \$32,541 bringing the total to \$2,628,795.83 in contingency funds to be available to use toward any necessary future contract amendments needed to accomplish the construction work herein contemplated, and further authorize execution of any such necessary amendments upon review and approval by the City Attorney's Office, for a total authorized amount not to exceed \$29,172,516 for the development of the design of the Great Streets Main Street project.
2. To approve and recommend that the City Council authorize the Chief Administrative Officer, or their designee, to effect all necessary budget amendments and transfers of funds to and from the above-referenced funding sources as needed to pay the above-referenced project expenses in FY25 and Overall Project Budgets, in substantial conformance with the attached budget transfer request.

City Council:

1. To authorize the Director of Public Works to execute an amendment to the contract, subject to City Attorney review and approval, with S.D. Ireland Brothers Corporation in the amount of \$33,791 bringing the total contract value up to \$26,543,721.26 and increase the previously authorized contingency funds by \$32,541 bringing the total to \$2,628,795.83 in contingency funds to be available to use toward any necessary future contract amendments needed to accomplish the construction work herein contemplated, and further authorize execution of any such necessary amendments upon review and approval by the City Attorney's Office, for a total authorized amount of \$29,172,516.09 for the development of the design of the Great Streets Main Street project.
2. To authorize the Chief Administrative Officer, or their designee, to effect all necessary budget amendments and transfers of funds to and from the above-referenced funding sources as needed to pay the above-referenced project expenses in FY25 and Overall Project Budgets, in substantial conformance with the attached budget transfer request.

VI. ATTACHMENTS

A. Project Budget

Attachement A
Project Budget

GS - Main Street

NEW WORLD Project Name: 853 Main St

Project Manager: Madeline Suender
Project Supervisor: Laura Wheelock
Last Updated: 3/18/2025

G/L NUMBER AND NAME		Detailed Project Name		NOTES	Total
REVENUE:					
853-19-700.4990_236	853 MAIN ST, DT TIF - Capital	DT TIF VA BOND - Construction			\$23,391,722.00
853-19-700.4990_236	853 MAIN ST, DT TIF - Capital Premiums	DT TIF VA PREMIUMS			\$4,261,971.06
853-19-700.4990_236	853 MAIN ST, DT TIF - Public Art	Public Art			\$500,000.00
853-19-700.4990_236	853 MAIN ST, DT TIF - Ravine Sewer	Ravine Sewer			\$6,228,278.00
843-19-700.4875_130	842 Street Reconstruction - Paving	Street Capital			\$546,477.03
861-19-700.4990_460	861 Water Capital Projects	Water Capital			\$105,000.00
862-19-700.4990_480	862 Wastewater Capital Projects	Wastewater Capital			\$357,947.00
				Subtotal	\$35,391,395.09
EXPENSES:					
853-19-700.9500_236	853 MAIN ST, DT TIF - Capital	Design consultant - (Main St. & Ravine)	VHB/Agency/DG		\$2,545,677.00
		Redesign	VHB/Agency/DG		\$128,274.00
		Water/Sewer Special Inspection	VHB/Agency/DG		\$182,400.00
		QEP Inspection	VHB/Agency/DG		\$304,137.00
853-19-700.9500_236	853 MAIN ST, DT TIF - Public Art	Public Art (Design& Construction)	Nancy Winship Milliken, WOWHAUS, Pixel Patch Creative, Lydia Kern Studio		\$500,000.00
853-19-700.9500_236	853 MAIN ST, DT TIF - Capital	Street Lighting (Decorative)	BED MOU		\$549,810.00
853-19-700.9500_236	853 MAIN ST, DT TIF - Capital	RE and Outreach Consultant	EIV Fee with Contingency		\$1,800,000.00
853-19-700.9500_236	853 MAIN ST, DT TIF - Capital	RE and Outreach Consultant	EIV Amendment #1		\$298,974.00
853-19-700.9500_236	853 MAIN ST, DT TIF - Capital	Construction Road/Utilites	SD Ireland		\$14,865,588.17
853-19-700.9500_236	853 MAIN ST, DT TIF - Capital Premiums	Construction Road/Utilites	SD Ireland		\$4,261,971.06
853-19-700.9500_236	853 MAIN ST, DT TIF - Ravine Sewer	Ravine Sewer	SD Ireland		\$6,228,278.00
843-19-700.8040_840	842 Street Reconstruction - Paving	Paving	SD Ireland		\$546,477.03
861-19-700.9500_110	861 Water Capital Projects	Water	SD Ireland		\$105,000.00
862-19-700.9500_110	862 Wastewater Capital Projects	Sewer	SD Ireland		\$357,947.00
		Contingency	10% (Design/BED/RE/Const)	\$	2,628,795.83
Subtotal					\$35,303,329.09

Board of Finance and City Council Submission Checklist

Laura Wheelock, Peter Procaccio

Department: Public Works Submitter: Megan MoirTitle/Subject: Main St - Sewer Budget

	Approval:	Meeting Date:
☐	Board of Finance	
☐	City Council	Click or tap to enter a date.
☒	Concurrent	3/24/2025

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	3/17/2025	Chapin Spencer
Mayor's Office informed and approved memo	Yes	3/19/2025	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	3/14/2025	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	3/18/2025	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	Main St - Sewer Budget
Contract Attached, if applicable?	No	Contract subject to review by City Attorney
Additional Materials, if necessary	Yes	Project Budget
Draft Resolution or Motion?	Yes	Motions - Memo
If for submission to Council, are sponsors identified?	Yes	Board of Finance

CITY OF BURLINGTON

ORDINANCE _____

Sponsors: Planning, Planning
Commission, Ordinance Committee
Public Hearing Dates: _____

In the Year Two Thousand Twenty-Five

An Ordinance in Relation to

CDO—Performing Art Centers in the E-LM District
ZA-25-04

First reading: _____
Referred to: _____
Rules suspended and placed in all
stages of passage: _____
Second reading: _____
Action: _____
Date: _____
Signed by Mayor: _____
Published: _____
Effective: _____

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

That Appendix A, Comprehensive Development Ordinance, of the Code of Ordinances of the City of Burlington be and hereby is amended by modify Appendix A Use Table—All Zoning Districts, Footnote 32, thereof to read as follows:

Appendix A Use Table – All Zoning Districts

****For changes See attached Appendix A*

* Material stricken out deleted.

** Material underlined added.

Planning/KS/Ordinances 2025/ZA-25-04 Performing Arts Centers in the E-LM District
CDO Appendix A
3/11/2025

Appendix A-Use Table – All Zoning Districts

	Urban Reserve	Recreation, Conservation & Open Space			Institutional	Residential				Downtown Mixed Use ⁱ	Downtown Form Districts (See Article 14)	Neighborhood Mixed Use				Enterprise	
USES	UR	RCO - A	RCO - RG	RCO - C	I	RL	RM	RH	RC	DW-PT ¹⁶	Downtown FDs	NMU	NAC	NAC-R	NAC-CR	E-AE	E-LM ³⁴
RESIDENTIAL USES	UR	RCO - A ¹	RCO - RG	RCO - C	I	RL	RM	RH	RC	DW-PT ¹⁶	Downtown FDs	NMU	NAC	NAC-R	NAC-CR	E-AE	E-LM
***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***
RESIDENTIAL SPECIAL USES	UR	RCO – A	RCO - RG	RCO - C	I	RL	RM	RH	RC	DW-PT ¹⁶	Downtown FDs	NMU	NAC	NAC-R	NAC-CR	E-AE	E-LM
***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***
NON-RESIDENTIAL USES	UR ²¹	RCO - A	RCO - RG	RCO - C	I	RL	RM	RH	RC	DW-PT ¹⁶	Downtown FDs	NMU	NAC	NAC-R	NAC-CR	E-AE	E-LM
***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***
Performing Arts Center	N	N	N	N	Y	N	N	N	N	(See Sec.4.4.1(d) 1)		CU	Y	N	CU	N	CU ^{27,32}
***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***

1. -26. As written.

27. For lots south of Home Avenue, this use is only permitted or conditionally permitted when one or more Industrial or Arts Production use(s) exists on the lot, and when the combined Gross Floor Area of all uses unrelated to Industrial or Arts production and with this footnote does not exceed 49 percent of the Gross Floor Area. For lots north of Home Avenue within the EL-M district, this footnote does not apply. Grocery Stores up to but not to exceed 35,000 square feet may be permitted subject to conditional use approval by the DRB in that portion of the Enterprise-Light Manufacturing District between Flynn and Home Avenue.

28. – 31. As written.

32. Performing Arts Centers (PACs) in the E_LM zone shall be limited to properties with frontage on Pine Street ~~up to 5,000 square feet in size, and to properties with frontage on Industrial Parkway up to 15,000 square feet in size.~~ Performing Arts Centers may contain accessory space for preparation and serving food and beverages, including alcohol, provided this accessory space comprises less than 50% of the entire establishment.

33.- 34. As written.

ⁱ For permitted and conditional uses within the Downtown and Waterfront Form Districts, refer to Article 14.

Legend:	
Y	Permitted Use in this district
CU	Conditional Use in this district
N	Use not permitted in this district
Abbreviation	Zoning District
RCO – A	RCO - Agriculture
RCO – RG	RCO – Recreation/Greenspace
RCO – C	RCO - Conservation
I	Institutional
RL	Residential Low Intensity
RM	Residential Medium Intensity
RH	Residential High Intensity
RC	Residential Corridors
DW-PT	Downtown Waterfront-Public Trust
NMU	Neighborhood Mixed Use
NAC	Neighborhood Activity Center
NAC-RC	NAC – Riverside Corridor
NAC-CR	NAC – Cambrian Rise
E-AE	Enterprise – Agricultural Processing and Energy
E-LM	Enterprise – Light Manufacturing

TO: Burlington City Council Ordinance Committee
FROM: Charles Dillard, AICP, Director, Office of City Planning
DATE: March 24, 2025
RE: Proposed ZA-25-04 Performing Arts Centers in the E-LM District

Overview & Background

As affirmed in the 2019 *planBTV: South End*, this district is a hub for creative social, cultural and economic activities. Indeed, the Plan's very first "Key Action to Preserve and Enhance the South End" is a call to reinforce an arts hub in the South End. To that end, the City of Burlington has created and maintained an arts-forward zoning framework, along with cultural and economic development initiatives and investments. One such initiative was a 2015 zoning amendment, adopted during the *planBTV: South End* planning process, to allow Performing Arts Centers (PACs) as a use in the South End's Enterprise-Light Manufacturing zoning district for the first time. As stated at the time, allowing PACs in the E-LM supports and enhances the South End's vibrant arts community. The 2015 zoning amendment includes the following standards, established as a conditional use footnote in Appendix A – Use Table:

- Allows PACs only on properties with frontage on Pine Street or Industrial Parkway (now Queen City Park Road);
- Limits PACs on parcels with Pine St. frontage to no more than 5,000 square feet, and on parcels with frontage on Queen City Park Road to no more than 15,000 square feet; and,
- Establishes that no more than 50 percent of any PAC can be devoted to accessory space for the sale and serving of food and beverages, including alcohol.

The size limitation for PACs on the Pine St. corridor were aimed at "preserving and acknowledging the existing built environment within the E-LM zone," according to the amendment's accompanying memo.

To date, just one Performing Arts Center, Arts Riot, exists in the E-LM. However, following its failed attempt to relocate to Queen City Park Road, the South Burlington-based music venue Higher Ground has expressed interest in relocating to the Pine St. corridor, a move that can only be facilitated through the amending of the aforementioned standards for PACs in the E-LM. Specifically, Higher Ground, and any similar Performing Arts Center that operates as a music venue for touring musical acts, requires a total square footage greater than what is allowed in the E-LM today. As such this amendment proposes to delete the square footage limit for PACs, only on properties with frontage on Pine Street, entirely. No other changes to the current standards are proposed.

In addition to the manifest way in which PACs support and are consistent with the South End's arts character, PACs are also critical components of the arts-based economy in Burlington. A 2019 study produced by an economic development organization in Chicago and referenced in communications to the US Congress by the National Independent Venue Association estimates that every \$1 spent on a ticket at a local music venue produces \$12 in economic activity in the form of restaurant and retail purchases and hotel stays.

City Council Ordinance Committee

The Ordinance Committee discussed the zoning amendment at two meetings, suggesting one revision to the amendment, and directing staff to coordinate with the Department of Public Works on parking strategies.

The Committee voted unanimously to disallow Performing Arts Centers on properties with frontage on Queen City Park Road. Essentially, this change means that the PAC use is only allowed – as a conditional use – on properties in the E-LM district with frontage on Pine Street.

The Committee also expressed concerns regarding parking impacts, specifically the potential for parking spillover onto nearby residential streets, including Marble Avenue, Pine Place, and the Five Sisters neighborhood. As such, the Committee voted to direct Planning staff to coordinate with DPW staff and the Public Works commission on the utility and appropriateness of creating resident-only parking on these nearby residential streets on event nights. Upon review, DPW staff has determined that its standard practice of coordinating with applicants through the zoning permit application process is appropriate. That coordination ensures a parking and transportation demand management strategy that is appropriate for the applicant and surrounding areas and residents.

Proposed Amendment: ZA-25-04

Amendment Type

Text Amendment	Map Amendment	Text & Map Amendment
-----------------------	---------------	----------------------

Purpose Statement

This amendment eliminates the limit on square footage for Performing Arts Centers in the E-LM district in order to facilitate the establishment of larger PACs in this arts-based district.

Proposed Amendments

The following amendments to the Burlington Comprehensive Development Ordinance are included in this proposal:

1. Amends Footnote 32 in Appendix A – Use Table, to remove the square footage limit for Performing Arts Centers on properties with frontage on Pine Street in the E-LM district.
2. Replaces in the same Footnote 32 a reference to "Industrial Parkway" with the street's new name, "Queen City Park Road."

Relationship to *planBTV*

This following discussion of conformance with the goals and policies of planBTV is prepared in accordance with the provisions of 24 V.S.A. §4441(c).

Theme:	Dynamic	Distinctive	Inclusive	Connected
Land Use:	Conserve	Sustain		Grow

Compatibility with Proposed Future Land Use & Density

The proposed amendment will help implement a key land use policy adopted in 2019 with planBTV: South End as well as the *planBTV* Comprehensive Plan. With respect to the South End Plan, this amendment reinforces the South End as an arts hub, a key plan objective. The Comprehensive Plan calls for the fostering and maintenance of existing neighborhood characters, and identifies the South End E-LM as a district where growth is encouraged. Thus, in a similar fashion, this amendment is consistent with the Comprehensive Plan's future land use map.

Impact on Safe & Affordable Housing

The amendment has no significant impact on the provision of safe and affordable housing. Housing is not an allowed use in the E-LM (outside of the South End Innovation District overlay).

Planned Community Facilities

This amendment supports and complements a recently constructed and evolving Burlington City Arts facility at 405 Pine Street. The amendment, through facilitating a PAC on the Pine St. corridor, promotes a prosperous arts community and presents opportunities for partnerships between the City and successful arts-based Burlington businesses.

Process Overview

The following chart summarizes the current stage in the zoning amendment process, and identifies any recommended actions:

Planning Commission Process					
Draft Amendment prepared by: Staff 11/24/24	Presentation to & discussion by Commission 12/3/24	Approve for Public Hearing 12/3/2024		Public Hearing 1/14/2025	Approved & forwarded to Council 1/14/2025
City Council Process					
First Read & Referral to Ordinance Comm. 2/3/2025	Ordinance Comm. discussion 3/5/2025	Ordinance Comm. recommend 3/11/2025	Second Read 3/24/2025	Public Hearing	Council Approval & Adoption

Board of Finance and City Council Submission Checklist

Department: City Planning Submitter: Charles Dillard

Title/Subject: ZA-25-04 Performing Arts Centers in the E-LM District

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☒	City Council	3/24/2025
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	3/19/2025	Charles Dillard
Mayor's Office informed and approved memo	Yes	3/19/2025	Erin Jacobsen
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	3/19/2025	Kim Sturtevant
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CAO has reviewed budget, financing, and memo	Choose an item.	3/19/2025	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.	Kim Sturtevant to provide ZA
If for submission to Council, are sponsors identified?	Choose an item.	Click or tap here to enter text.

CITY OF BURLINGTON

In the Year Two Thousand Twenty-Five

ORDINANCE _____

Sponsor: Ordinance Committee

Public Hearing Dates: _____

First reading: _____

Referred to: _____

Rules suspended and placed in all

Stages of passage: _____

Second reading: _____

Action: _____

Date: _____

Signed by Mayor: _____

Published: _____

Effective: _____

An Ordinance in Relation to

ANIMALS

BCO Chapter 5, Arts. I-III and Sec. 22-13

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

That Chapter 5, Animals and Fowl, and Chapter 22, Parks, of the Code of Ordinances of the City of Burlington be and is hereby amended by amending Article I, In General; II, Dogs; Article III, Enforcement and Impoundment; Section 22-13, Animals Prohibited, Exceptions; to read as follows:

Chapter 5 ANIMALS AND FOWL¹

Article I. In General

5-1 ~~Pound established~~ Animal shelter provided.

~~There shall be established by the city council a pound for the impounding of all beasts liable to be impounded. The poundkeeper or their designee shall designate animal shelters or other facilities for all domestic and exotic animals they determine to be in need pursuant to Section 5-25 below.~~

5-2 Appointment of poundkeeper; ~~compensation.~~

(a) ~~It shall be the duty of the mayor to appoint such a poundkeeper pursuant to Section 122 of the charter who may also be an enforcement official authorized to enforce this chapter. That person shall facilitate and oversee placement of animals at large or otherwise required to be impounded pursuant to this chapter. poundkeepers as may be required to take care of and keep such pound as may be established. Their compensation shall be the same as provided by the laws of this state for poundkeepers in towns.~~

(b) "Enforcement official" when used in this chapter shall mean any city official designated by the city council to issue municipal tickets. Said designee(s) shall be reported to the Vermont Judicial Bureau per the Bureau's administrative roles.

22 | **5-3 Animal bites.**

23 It shall be the duty of every person bitten, or ~~his or her~~their parent or guardian, and the attending physicians
24 to report to ~~the~~an enforcement official, who shall report to the city health officer, within twenty-four (24)
25 hours, if feasible, the name, address and telephone number of the owner or keeper of the animal ~~whowhich~~
26 bit the person and the complete circumstances, to the extent known.

27 **5-4 Nuisance animals.**

28 (a) No owner, keeper or other person having control shall permit an animal to be a nuisance animal. For the
29 purposes of this section, nuisance animal means any animal or animals wh~~o~~ich:

30 (1) ~~Molests~~Attacks or harasses passersby or passing vehicles, or otherwise creates a public safety
31 hazard;

32 (2) Attacks other animals, including domestic pets, avians, and wildlife, off the owner's premises;

33 (3) Damages property other than that of ~~its~~their owner, ~~damage;~~ may include but is not limited to,
34 damage caused by urination or spraying;

35 (4) Defecates off the premises of the animal's owner, and the owner, or other individual in control of
36 the animal, fails to remove such deposit immediately;

37 (5) Dogs at large as defined by Section 5-14 below;

38 (6) Trespasses on the property of another; or

39 (57) Barks, whines, howls, cries, or makes a noise commonly made by such animals in an excessive
40 and continuous fashion so as to disturb the peace and quiet of any other person.

41 (b) Any animal determined to be a nuisance animal by an enforcement official shall be impounded if the
42 owner, or owner's agent, is not present and cannot be located immediately.

43 | **5-5 Exotic animals.**

44 (a) *Purpose and findings:* The purpose of this section is to enhance the public safety of persons who are
45 present on the district known as the Church Street Marketplace (the Marketplace) and in the city's parks by
46 regulating the presence of "exotic" animals on the Marketplace and in the city's parks. The council finds that
47 such pets can pose a threat to the public health, safety, and welfare if present on the Marketplace and in city
48 parks. Such pets are unlicensed and are not typically leashed, as is required of domestic dogs.

49 (b) *Definitions:* "Exotic pet" means all animals except domestic dogs, domestic cats and the European
50 ferret (*Mustela putorius furo*).

(c) *General prohibition:* No person shall have an exotic pet or permit their exotic pet to be on or about the Marketplace or within a city park unless expressly approved by the Marketplace Director or Parks Department respectively or exempted under the terms of this section.

(d) *Exemptions:* A person may have or permit an exotic pet to be on or about the Marketplace or within a city park when done to transport the pet directly from a pet store in the vicinity of the Marketplace or city park after purchase of such pet or to return such pet to said pet store. The person must retain a receipt for the purchase of such pet and shall display the receipt upon demand from any enforcement official~~animal control officer, law enforcement officer, or other person duly authorized to enforce animal control ordinances.~~

5-6 Use of non-domesticated animals for public display prohibited.

(a) *Purpose.* This section is intended to assist in the prevention of the mistreatment of non-domesticated animals used in any public display, to reduce risk of harm to the public from accidents and incidents involving such animals, and to reduce the public health risk associated with diseases and pathogens carried by such animals.

(b) *Definitions.*

(1) *Non-domesticated animals* are defined as *Felidae* (all wild cats and hybrids thereof), *Ursidae* (all bears), *Proboscideae* (all elephants), and Non-human Primates and *Prosimians*.

(2) *Public display* shall mean the exhibition, presentation or showing of live non-domesticated animals to the general public regardless of whether for profit, on a not for profit basis or without charge.

(c) *Prohibition.* The public display of live non-domesticated animals within the corporate limits of the city is prohibited.

5-7—5-12 Reserved.

ARTICLE II. DOGS AND CATS¹

5-13 Definitions.

The following definitions shall apply to this article:

"At-large" shall mean not under the control of the owner, a member of the owner's immediate family, or the owner's agent~~or another individual either~~ by leash, ~~cord, chain~~ or other similar means of physical restraint.

"Cat" shall include both male and female of the feline species.

~~"Dangerous dog" shall mean a dog that attacks or bites a person or other domestic pet while the dog is off the premises of the owner or keeper. Dangerous dog complaints shall be investigated pursuant to section 5-27(b).~~

"Dog" shall include both male and female of the canine species. Dog shall also mean any animal which is considered to be a wolf-hybrid as defined in [20](#) V.S.A. § [3541](#)(6).

~~"Enforcement official" when used herein shall mean any animal control officer, police officer, poundkeeper, urban park ranger or other individual specifically designated by the city council to enforce the provisions of this chapter.~~

"Owner" shall include any person or persons, firm, association or corporation owning, keeping or harboring a dog or cat.

~~"Vicious dog" shall mean a dog which attacks or bites a person or other domestic pet while the dog is off the premises of the owner or keeper, and the person or pet attacked or bitten requires medical attention. Vicious dog complaints shall be investigated pursuant to section 5-27(b).~~

5-14 At-large prohibited.

(a) *Prohibition.* Except as exempted below, no person shall permit a dog for whom they are the owner~~owned by him or her, agent of the owner,~~ or keeper to be at-large as defined in section [5-13](#) or to trespass upon the property of another, public or private.

(b) *Public Safety.* Should an at-large dog be deemed to pose an imminent public safety risk, said animal may be killed by the Police Department or their designee. Such an act shall occur where other reasonable means to control the animal have been unsuccessful or deemed not practicable under the circumstances.

(c) *Exemptions.* A dog ~~may be~~ is not at-large if ~~it is~~ they are:

(1) On the premises of the dog's owner;

(2) On the premises of the person under whose control the dog is under; or

(3) On the premises of another person as long as that person has given permission for the dog to be at-large;

(4) A dog is not at-large if they are in a designated off-leash dog area managed and regulated by the board of parks and recreation commissioners.

106 | **5-15 License and rabies vaccination required.**

107 (a) *Licensing.* Every owner or keeper of a dog or cat more than six (6) months old shall be required to
108 ~~annually~~ register and license the animal, in the manner prescribed by the city, with the city clerk's office and
109 to do so annually provided that no owner shall be required to register a dog or cat more than once in any
110 calendar year. Pursuant to 20 V.S.A. §3582, if application is made after October 1, the fee for the license
111 shall be one-half the amount otherwise required. The license shall expire on the first day of April next after
112 its issuance. Upon issuance of such license and payment of the license fee as required in section 5-16 of this
113 chapter, each ~~dog~~-owner shall receive a ~~dog~~-license tag.

114 (b) *Rabies vaccination.* Proof of a current rabies vaccination, as required by state law, shall be required for
115 the licensing of any animal.

116 (c) *Fixture of tag.* The ~~dog~~-license tag issued to any person as provided herein as well as up to date
117 identification that includes the name and contact information for the owner of the dog or cat shall be securely
118 attached to a collar or harness on such licensed dog or cat and worn at all times or the dog or cat shall have a
119 current microchip.

120 (d) Effective Date. The requirements for licensing of cats shall become effective April 1, 2026.

121

122 | **5-16 License fees.**

123 (a) In addition to the license fee and any penalty fee required by state law, the municipal fee for each
124 license required by this article shall be ~~twenty dollars (\$20.00) for each neutered/spayed dog and forty~~
125 ~~dollars (\$40.00) for each non-neutered/non-spayed dog~~ recommended by the clerk's office and approved by
126 the city council, provided that the fee for an intact dog or cat shall be greater than that for a neutered or
127 spayed dog or cat. The fees established under this section shall be reviewed not less than every five years.

128 (b) The municipal fees collected under this section shall be used for education and other services pertinent
129 to the improved welfare of dogs and cats who reside in the city.

130 ~~(bc)~~ The owner or keeper of a neutered/spayed dog that serves as the person's service animal under the
131 Americans with Disabilities Act may request waiver of the municipal license fee (but not the state fee) by
132 providing to the city clerk's office adequate responses to the following questions in writing:

- 133 • Is the dog a service animal required because of a disability?
- 134 • What work or task has the dog been trained to perform?

5-17 Removal of dog and Cat waste required.

The owner, keeper or person in control of any dog or cat shall be responsible for the removal of any defecation deposited by such dog or cat on any public or private property.

5-18—5-23 Reserved.

ARTICLE III. ENFORCEMENT AND IMPOUNDMENT

5-24 Penalties.

An offense of any provision of this chapter by any person shall be deemed a civil ordinance violation and shall be punishable by the following penalties:

(1) *First offense.* A first offense of any provision of this chapter in any twelve-month period shall be punishable by a fine of no less than ~~one~~two hundred dollars (\$~~2~~100.00) and no more than ~~one~~two hundred fifty dollars (\$~~1~~250.00). The waiver fine shall be ~~two~~one hundred dollars (\$~~1~~200.00).

(2) *Second offense.* A second offense of any provision of this chapter in any twelve-month period shall be punishable by a fine of no less than ~~one~~two hundred fifty dollars (\$~~1~~250.00) and no more than ~~three~~two hundred fifty dollars (\$~~3~~250.00). The waiver fine shall be ~~two~~one hundred fifty dollars (\$~~1~~250.00).

(3) *Third and subsequent offenses.* A third or subsequent offense of any provision of this chapter in any twelve-month period shall be punishable by a fine of no less than ~~three~~two hundred fifty dollars (\$~~3~~250.00) and no more than five hundred dollars (\$500.00). The waiver fine shall be ~~three~~two hundred fifty dollars (\$~~3~~250.00).

In addition to the penalties provided in this section,:

(1) Any person found in violation of this chapter may be subject to a restorative justice process with the Burlington Community Justice Center at the discretion of the animal control committee.

(2) ~~a~~Any animal found in violation of this chapter may be impounded as provided in section 5-25 of this chapter.

5-25 Impoundment.

(a) *Authority to impound.* ~~Dogs~~Any animal in violation of any provision of this chapter or suspected of being diseased or injured may be taken by the enforcement officer~~ial~~ and impounded in the city animal shelter~~pound~~ and there confined in a humane manner, except that any animal suspected of being a stray may be impounded. ~~The enforcement officer may, in lieu of boarding and when in the public interest and~~

~~consistent with the public safety, allow an impounded dog to remain confined in the custody of its owner on the owner's recognizance that the dog shall remain confined to the owner's property, follow the terms of impoundment set by the enforcement officer and shall not be in violation of any provision of this chapter. Confinement in lieu of boarding shall continue until such time as the violation or condition authorizing impoundment has been abated.~~

(b) *Impoundment fees.* Any ~~dog~~animal impounded under the provisions of this chapter shall be released only on payment of a ~~one hundred seventy-five~~ one hundred dollars (\$~~75~~100.00) impoundment fee.

(c) *Boarding fee.* In addition to the impoundment fee charged herein there shall be an additional charge of ~~ten dollars (\$10.00) per day~~actual expenses for board for ~~each day~~ the period that the animal~~dog~~ is impounded, ~~except that if an animal is claimed up to three (3) hours after impoundment, the owner will be responsible for one half (1/2) day's boarding fee. If an animal is claimed within two (2) hours of opening business hours on the following business day, the owner will not be charged for that day's boarding fee.~~

(d) *City clerk to collect fees before releasing* animal~~dog~~. It shall be the duty of the city clerk to collect all impound and boarding fees before releasing an animal~~dog~~.

(e) *Unlicensed dogs and cats to be licensed before release.* If an impounded dog or cat is unlicensed, in addition to the impoundment and boarding fees set forth herein, the dog or cat shall not be released without the payment of the license fee required by section 5-17, except that if the impounded dog or cat has not had its proper vaccinations to be registered a ~~one hundred forty five~~ one hundred dollar (\$~~100~~45.00) cash deposit shall be posted with the city clerk or ~~their~~his or her designated agent(s) until proof of registration is presented. A dog or cat released under cash deposit shall be registered within two (2) working days after ~~its~~ release. If the dog or cat is not registered within the time period set forth herein, the cash deposit shall be forfeited and the owner of the animal shall be subject to additional penalties under the provisions of 20 V.S.A. Chapter 193

(f) *Disposition of unredeemed ~~dogs~~animals.* If any impounded animal~~dog~~ ~~with a current and effective license established by proof of a dog license tag,~~ is not redeemed within (7) days of ~~its~~ impoundment, ~~it~~the animal shall be ~~sold or given away~~offered for adoption at the city animal shelter or transferred to a cooperating animal shelter as defined in 20 V.S.A. §3901. ~~If any impounded dog without a current and effective license established by proof of a dog license tag, is not redeemed within (5) days of its impoundment, it shall be sold or given away. Any proceeds from the sale of any impounded dog shall first be allocated to taxes, fees and other charges related to the impoundment. Any balance then remaining shall be paid to the owner if any is found. If proceeds from the sale of the unredeemed dog do not cover the costs associated with the impoundment, the balance of sums owed under this chapter may be collected in a civil action brought under this section.~~ If any unredeemed animal~~dog~~ is not ~~sold or given away~~adopted because of disease, temperament or other cause, it shall be euthanized~~destroyed in a humane way~~. The impoundment period may be waived by the ~~poundkeeper~~director of the animal shelter in the case of a severely injured animal whose owner cannot be located or is unwilling to claim the animal.

(g) *Interference with impoundment.* Any person who interferes with the impounding of an animal~~dog~~ under provisions of this article or releases, or who attempts to release, an impounded animal~~dog~~ contrary to this article shall be in violation of this chapter.

(h) *Notice of impoundment.* Within twenty-four (24) hours of the impoundment of any ~~animal~~dog under this chapter, the enforcement offic~~ial~~er shall make every reasonable attempt to notify the owner of the impounded ~~animal~~dog of such impoundment. Such notice shall include either personal contact with the owner or a written notice posted at the dwelling house of the owner.

5-26 Cruelty.

Any person who shall torture, torment or cruelly neglect to provide with necessary sustenance or shelter, or shall cruelly beat or needlessly mutilate or illegally kill any animal, or any person who shall cause any animal to be tortured, tormented, or fight with other animals, or deprived of necessary sustenance or to be cruelly beaten or needlessly mutilated or illegally killed shall be guilty of a misdemeanor offense and shall be punishable by a fine of from ~~one~~three hundred dollars (~~\$1~~300.00) to five hundred dollars (\$500.00).

5-27 Animal control committee.

(a) *Animal control committee established.* For purposes of this section, an animal control committee is established. The animal control committee will be a subcommittee of the Burlington Police Commission and shall consist of three (3) commission members, one (1) licensed veterinarian, and (1) certified animal behavior professional to be appointed on an as needed basis by the chair of the Burlington Police Commission. The designated animal control officer shall be the prosecuting officer for any violation brought before the committee.

(b) ~~*Vicious*~~*Dangerous* dogs. Upon written complaint received or initiated by the Burlington Police Department ~~by a city resident~~ that a dog is alleged to be ~~dangerous~~vicious as defined in section ~~5-13~~5-13(e), the animal control committee may hold a hearing on the facts of the complaint and, if the dog is found to be ~~dangerous~~vicious, make such order as necessary to protect the public. Such order may include, but is not limited to, any of the following: confinement in a secure enclosure or other similar restriction, muzzling adoption, or ~~euthanasia~~destruction in a humane manner. In addition, the animal control committee may revoke the privilege of any owner to keep, harbor or have custody of any animals while in the city and that no new privileges be granted.

(c) *Repeated impoundment.* In the event that any dog shall be impounded three (3) or more times in a twelve-month period, the animal control committee may, at the request of an enforcement offic~~ial~~er, or in their discretion, hold a hearing after which they may make such order as is necessary to protect the public. Such order may include, but is not limited to, any of the following: confinement in a secure enclosure or other similar restriction, muzzling adoption, or ~~euthanized~~destruction in a humane manner. In addition, the animal control committee may revoke the privilege of any owner to keep, harbor or have custody of any animals while in the city and that no new privileges be granted.

(d) *Penalty for violation of orders.* Any person who violates any provision of any order of the animal control committee shall be guilty of a misdemeanor offense and shall be punishable by a fine of from ~~three~~one hundred dollars (~~\$1~~300.00) to five hundred dollars (\$500.00).

5-28 Confinement of animals in vehicles.

(a) A person shall not leave an animal unattended in a standing or parked motor vehicle in a manner that would endanger the health or safety of the animal.

(b) Any ~~humane enforcement official~~, ~~law enforcement officer~~, or member of a fire and rescue service may use reasonable force to remove any such animal from a motor vehicle. ~~The officer so removing an animal shall deliver the animal to a humane society, veterinarian or town or municipal pound. If the owner of the animal cannot be found, the officer shall place a written notice in the vehicle, bearing the name of the officer and the department and address where the animal may be claimed. The owner shall be liable for reasonable expenses associated with the removal, delivery, boarding and disposition of the animal and a lien may be placed on the animal for these expenses.~~ The enforcement official, fire, and/or rescue personnel may not be held ~~liable for~~subject to criminal or civil liability for any damage resulting from actions taken under subsection (a) of this section. If the aforementioned enforcement official/personnel are unavailable, a person who forcibly enters a motor vehicle for actions taken under subsection (a) of this section shall not be subject to criminal or civil liability for damage resulting from the forcible entry if the person: (1) determines the motor vehicle is locked or there is otherwise no reasonable method for the animal to exit the vehicle; (2) reasonably and in good faith believes that forcible entry into the motor vehicle is necessary because the animal is in imminent danger of harm; (3) notifies an enforcement official, or member of a fire and rescue service prior to forcibly entering the vehicle; (4) remains with the animal in a safe location reasonably close to the motor vehicle until an enforcement official, or member of a fire and rescue service arrives; (5) places a notice on the vehicle that the authorities have been notified and specifying the location of the animal; and (6) uses no more force to enter the vehicle and remove the animal than necessary under the circumstances. An enforcement official and/or personnel shall deliver the animal to a humane society, veterinarian or the city animal shelter. If the owner of the animal cannot be found, the enforcement official/personnel shall place a written notice in the vehicle, bearing the name of the official/personnel and address where the animal may be claimed. The owner shall be liable for reasonable expenses associated with the removal, delivery, boarding and disposition of the animal and a lien may be placed on the animal for these expenses.

(c) A violation of this section shall be a civil violation subject to the penalties imposed by Section 5-24.

5-29 Abandonment of injured animal

(a) A person shall not leave the scene of an accident in which such person has reason to believe that they have caused the injury or death of a domestic animal. Such person shall immediately contact an enforcement official, and make a reasonable effort to immediately contact the owner of the animal. If the animal is injured wildlife, the person shall contact an enforcement official or a licensed wildlife rehabilitator for assistance.

(b) A violation of this section shall be a civil violation subject to the penalties imposed by Section 5-24.

22-13 Animals prohibited; exception.

No domestic animals, except dogs and cats, shall be permitted in any park. Dogs shall be leashed or controlled by other similar means of physical restraint at all times, except in off-leash areas designated in the Off-Leash Dog Policy. Cats shall be leashed or confined in a carrier at all times.

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

/ks/Ordinances 2024/Animals & Fowl
3/20/2025

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CITY OF BURLINGTON, VERMONT
OFFICE OF
THE CITY ATTORNEY
AND
CORPORATION COUNSEL

TO: Burlington City Council
FR: Kim Sturtevant, Assistant City Attorney, Director of Litigation
DT: March 24, 2025
RE: Proposed Animal Ordinance

The City Attorney's Office, as staff to the Ordinance Committee, provides the following summary of the proposed changes to Burlington Code of Ordinances (BCO), Chapter 5 relating to Animals and Fowl and Chapter 22, Parks. The summary of the ordinance was drafted with input from the current Community Service Officer responsible for enforcing the provisions of this ordinance and also notes a request by the Clerk's Office.

Summary:

On March 24th, 2025, the City Council will be presented with an amended version of Chapter 5 of Vermont City Ordinance titled "Animals and Fowl." The most significant change pertains to the licensure of domestic cats. The following is a high-level summary of City Ordinance that would mandate the licensure of domestic cats should the proposed ordinance be implemented by City Council.

Pursuant to the proposed changes to BCO Section 5-15, License and Rabies Vaccination Required, effective April 1st of 2026, every owner or keeper of a dog or cat more than six (6) months old shall be required to annually register and license the animal. The municipal fee for pet licensure shall be recommended by the Clerk Treasurer's Office and requires that the fee for an intact cat or dog shall be greater than that for a neutered or spayed cat or dog. That fee must be approved by the City Council. ***The municipal fees collected under this ordinance shall be used for education and other services pertinent to the improved welfare of dogs and cats who reside in the City of Burlington (note request below to remove this sentence).***

Cat and dog owners may license their pets with the Clerk Treasurer's Office, whether in person or through the OpenGov portal on the City of Burlington website (<https://burlingtonvt.portal.opengov.com/categories/1086/record-types/6447>). Owners must present proof of rabies vaccination at the time of licensure. Licensed cats and dogs, pursuant to Ordinance 5-15(c) must have a city license affixed to their collar/harness or must have a microchip implanted. In the case of the latter, the microchip number must be included in the license application.

Domestic cats and dogs found to be in violation of licensure or lacking tags/microchip may be subject to a fine consistent with Burlington City Ordinance 5-24, Penalties. The majority of the fines are proposed to increase by one hundred dollars (\$100). A first offense of this Ordinance in any twelve-month period shall be punishable by a fine of no less than two hundred dollars (\$200.00) and no more than two hundred fifty dollars (\$250.00). A second offense shall be punishable by a fine of no less than two hundred fifty dollars (\$250.00) and no more than three hundred fifty dollars (\$350.00). A third or subsequent offense in any twelve-month period shall be punishable by a fine of no less than three hundred fifty dollars (\$350.00) and no more than five hundred dollars (\$500.00).

The proposed ordinance changes also include the possibility of a violator being subject to a restorative justice process with the Burlington Community Justice Center.

The proposed ordinance clarifies who an “enforcement official” is, clarifying that it is any city official designated by the city council to issue municipal tickets. It also allows the poundkeeper or their designee to designate animal shelters or other facilities needed.

The definition of “nuisance animal” is also clarified and the ordinance is amended to provide that the enforcement official shall impound a nuisance animal if the owner or their agent is not present and cannot be located immediately.

The ordinance also proposed clarity to the process of impoundment and applicable fees for impoundment and boarding. The amount for release of an impounded animal increase from seventy-five dollars (\$75) to one hundred dollars (\$100). The cost of boarding fees is also proposed to be changed to be reflective of the actual expense of boarding. Further, the cash deposit to release an impounded dog or cat that has not been vaccinated is also increased, forty-five dollars (\$45) to one-hundred dollars (\$100).

The proposed ordinance also updates language in the process for unredeemed animals. The proposal offers adoption for those that are not redeemed within (7) days and for animals to be euthanized where needed due to disease, temperament or other cause.

The animal control committee has proposed to have a licensed veterinarian and a certified animal behavior professional added to its composition.

Additionally, the proposed ordinance adds clarification to the language for animals confined in vehicles as well as abandonment of an injured animal.

The proposed ordinance also clarifies the need for dogs to be leashed at all times in a city park unless they are in a designated off-leash area. Cats are to be leashed or in carriers at all times.

Request

After referral, the Clerk’s Office raised a concern over the proposed ordinance change at lines 128 and 129 which specify that municipal fees collected from dog licensing must be used for "education and other services pertinent to the improved welfare of dogs and cats who reside in the City of Burlington," would restrict the current use of these funds. Presently, revenue from dog licenses is deposited into the General Fund without any legal earmarking, allowing it to support a range of municipal services. Under the proposed language, this revenue would become restricted and could no longer be used for general governmental purposes. This would reduce the discretionary revenue available in the General Fund and require the City to either identify alternative unrestricted funding sources to support current services or reduce expenditures accordingly. The impact may be modest in scale but sets a precedent for limiting the flexibility of General Fund revenues. The Clerk’s Office requests this language to be stricken.