



City Council

Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

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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	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 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 7.32. Tobacco and Tobacco Substitute Endorsement Renewals (2025-2026) and place it on the deliberative agenda as item 8.3. (per City Council President Traverse per Councilor Litwin)

2. Executive Session Regarding Litigation Update (verbal)(30 mins.)

Subject	2.1. Litigation Update
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Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	2. Executive Session Regarding Litigation Update (verbal)(30 mins.)
Department	City Attorney
Type	Action Procedural
Recommended Action	Motion 1: Move that the Council find that premature general public knowledge of legal advice and information concerning the details of "pending and/or potential" litigation to which the City is a party or has a stated interest would clearly place the City at a substantial disadvantage; Motion 2: Based upon that finding, move that the Council go into executive session to receive confidential attorney-client communications, 1 VSA §313(a)(1)(F), in pending litigation matters, 1 VSA §313(a)(1)(E), including representatives from the Mayor's Office and the City Attorney's Office.

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

Subject	3.1. Verbal Comments
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 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

4. Update on 2025 Legislative Session (30 mins.)

Subject	4.1. Update on 2025 Legislative Session (30 mins.)
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Update on 2025 Legislative Session (30 mins.)
Department	Mayor's Office
Type	Information Report

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

Subject	5.1. Verbal reports
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Mayor - General City Affairs (to include Climate and Public Health & Safety Emergency Updates: up to 10 mins.)
Department	Council and Board

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

Subject	6.1. Verbal reports
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. City Council - General City Affairs (to include Climate and Public Health & Safety Emergency Updates: up to 5 mins. per Councilor)
Department	Council and Board
Type	Information

7. Consent Agenda

Subject	7.1. Motion to adopt the consent agenda (as amended) and take the actions indicated
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. 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	7.2. Accountability List - C/T
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. 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	7.3. February 10, 2025 Regular City Council Meeting Minutes - C/T
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office

Type	Action (Consent) Information Minutes
Recommended Action	approve the minutes
Subject	7.4. February 10, 2025 Local Control Commission Meeting Minutes - C/T
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Information Minutes
Recommended Action	approve the minutes
Subject	7.5. February 10, 2025 Local Cannabis Control Commission Meeting Minutes - C/T
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Information Minutes
Recommended Action	approve the minutes
Subject	7.6. February 18, 2025 Regular City Council Meeting Minutes - C/T
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Information Minutes
Recommended Action	approve the minutes
Subject	7.7. February 18, 2025 Board of Civil Authority Meeting Minutes - C/T
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda

Department	Clerk/Treasurer's Office
Type	Action (Consent) Information Minutes
Recommended Action	approve the minutes
Subject	7.8. February 18, 2025 City Council With Mayor Presiding Meeting Minutes - C/T
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Information Minutes
Recommended Action	approve the minutes
Subject	7.9. March 10, 2025 Regular City Council Meeting Minutes - C/T
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Information Minutes
Recommended Action	approve the minutes
Subject	7.10. March 10, 2025 Board of Civil Authority Meeting Minutes - C/T
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Information Minutes
Recommended Action	approve the minutes
Subject	7.11. March 10, 2025 Local Control Commission Meeting Minutes - C/T
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Information Minutes
Recommended Action	approve the minutes
Subject	7.12. March 24, 2025 Regular City Council Meeting Minutes - C/T
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Information Minutes
Recommended Action	approve the minutes
Subject	7.13. March 24, 2025 Local Control Commission Meeting Minutes - C/T
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Information Minutes
Recommended Action	approve the minutes
Subject	7.14. March 24, 2025 Local Cannabis Control Commission Meeting Minutes - C/T
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Information Minutes
Recommended Action	aprpove the minutes
Subject	7.15. April 7, 2025 City Council Organization Day Meeting Minutes - C/T

Meeting April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM,
Contois Auditorium, 149 Church Street, 2nd Floor

Category 7. Consent Agenda

Department Clerk/Treasurer's Office

Type Action (Consent)
Information
Minutes

Recommended Action approve the minutes

Subject 7.16. April 14, 2025 Regular City Council Meeting Minutes - C/T

Meeting April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM,
Contois Auditorium, 149 Church Street, 2nd Floor

Category 7. Consent Agenda

Department Clerk/Treasurer's Office

Type Action (Consent)
Information
Minutes

Recommended Action approve the minutes

Subject 7.17. April 14, 2025 Local Control Commission Meeting Minutes - C/T

Meeting April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM,
Contois Auditorium, 149 Church Street, 2nd Floor

Category 7. Consent Agenda

Department Clerk/Treasurer's Office

Type Action (Consent)
Information
Minutes

Recommended Action approve the minutes

Subject 7.18. April 14, 2025 Full Board of Abatement of Taxes Meeting Minutes - C/T

Meeting April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM,
Contois Auditorium, 149 Church Street, 2nd Floor

Category 7. Consent Agenda

Department Clerk/Treasurer's Office

Type Action (Consent)
Information
Minutes

Recommended Action approve the minutes

Subject	7.19. DPW - Technical Services Reorganization
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	To approve the: • Elimination of the vacant Regular, Full-time, Exempt, Non-Union, Grade 18 Planner position in the Technical Services Division of the Department of Public Works. • Creation of a Regular, Full-time, Exempt, Non-Union, Grade 19 Associate Public Works Transportation Engineer position in the Technical Services Division of the Department of Public Works

Subject	7.20. Authorization to Accept Grant Funds for Leddy Park Roller Rink - BPRW
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Parks, Recreation, & Waterfront
Type	Action (Consent)
Recommended Action	To approve and authorize the acceptance of grant funds in the amount of \$25,000 from the State of Vermont Buildings and General Services Department for the Leddy Park Roller Rink Project and authorize the Director of Parks, Recreation and Waterfront to execute the grant agreement and all documents necessary to accept the funding, subject to the final review and approval of the City Attorney's Office. To authorize the Chief Administrative Officer, or her designee, to effectuate necessary budget amendments and transfers of funds to create the project budget(s) of \$52,000 for the Leddy Park Roller Rink project.

Subject	7.21. BTVthanks: Burlington Fire - Event Name: International Firefighter Appreciation Day Community Cookout - Councilor Litwin
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Council and Board
Type	Action (Consent)
Recommended Action	To approve the use of up to \$2,000 from the City Council Initiative Fund to celebrate and thank the City's Fire Department, in conjunction with the community, on International Firefighter Appreciation Day.

Subject	7.22. Communication: Alex Volk, re: Homeless and drugs
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Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	7.23. Request to Execute a Contract Amendment with Engelberth Construction, Inc (Engelberth) for Project NexT the North Concourse Replacement Project, to accept and execute an additional Federal Aviation Administration (FAA) Grant Application 3 for construction of the North Concourse Replacement Project "Project NexT" - Airport
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Airport
Type	Action (Consent)
Recommended Action	To authorize the Director of Aviation, 1. "To execute a contract amendment with Engelberth Construction Inc. in the amount of up to \$6,416,012.00 as allowed by the grant for the construction of Project NexT – North Concourse Replacement Project, subject to review and approval of the City Attorney's Office." 2. "To execute a grant from the Federal Aviation Administration to accept an amount up to \$5,852,172.00 as allowed under the grant, passenger boarding bridges and terminal second floor rehabilitation construction of the North Concourse Replacement Project "Project NEXT" Grant Application 3, subject to review by the City Attorney's Office."
Subject	7.24. Request to Purchase Wheeled Loader Using Passenger Facility Charges (PFC) - Airport
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	to authorize the Director of Aviation to execute an agreement to purchase one John Deere 844P Wheel Loader from United Construction & Forestry, Inc. in the amount of \$560,000, subject to the review and approval of the City Attorney, and to authorize the Director of Aviation or designee to execute such instruments approved as to form by the City Attorney as may be necessary or convenient to effectuate the purchase
Subject	7.25. Communication: Caryn Long, re: Save Burlington Recycling Program

Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	7.26. Fletcher Free Library Restoration & Preservation Project Neagley & Chase Contract, Restoration & Preservation of Windows and Masonry to 1904 building - Library
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	to approve and authorize the execution by the Director of the Fletcher Free Library of a contract and any related documents needed to carry out said contract with Neagley & Chase for the Restoration & Preservation of Windows and Masonry for the Fletcher Free Library in an amount of \$1,826,700 subject to final review and approval of the City Attorney's Office. Additionally, to approve and recommend that the City Council approve expenditures for a General Project allowance of \$105,000.00 as needed
Subject	7.27. 266 College Street - Permanent License Agreement for Building Amenities - DPW
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	to approve and recommend that the City Council approve the Encumbrance Application and License Agreement for Greencastle Group LLC, requesting use of the City right-of-way for permanent building amenities and authorize the Mayor and Director of Public Works 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
Subject	7.28. 260, 266 College St. & 89 S. Union Street - Easement Clarification Agreement - DPW
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda

Department	Public Works Department
Type	Action (Consent)
Recommended Action	to approve and recommend that the City Council approve the Easement Agreement between the College Street Parties and the City, and authorize the Mayor and Director of Public Works 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
Subject	7.29. 177 Church Street - Encumbrance Application - Parklet for Outdoor Seating - DPW
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	to approve and recommend that the City Council approve the Encumbrance Application for Nomads VT, LLC for the installation and use of an outdoor seating parklet at 177 Church Street and authorize the Mayor to execute a License Agreement--approved by the City Attorney's Office--on behalf of the City of Burlington for a term commencing on the date of execution and terminating on October 15, 2025
Subject	7.30. Department of Public Works - 174 South Winooski Ave--Encumbrance Permit Request
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	to approve the Encumbrance Application and License Agreement for the sidewalk 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 174 South Winooski 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	7.31. 111 St. Paul Street - Encumbrance Application - Parklet for Outdoor Seating - DPW
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Public Works Department
Type	Action (Consent)

Recommended Action	to approve the Encumbrance Application for Devil Takes A Holiday, LLC, for the installation of an outdoor seating parklet at 111 St. Paul Street and authorize the Mayor to execute a License Agreement--approved by the City Attorney's Office--on behalf of the City of Burlington for a term commencing on the date of execution and terminating on October 15, 2025
Subject	7.32. Tobacco and Tobacco Substitute Endorsement Renewals (2025-2026): see attached list **NOW DELIBERATIVE AGENDA ITEM 8.3**
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	approve the 2025-2026 Tobacco and Tobacco Substitute Endorsement Renewals as listed
Subject	7.33. Special Event Outdoor Entertainment Permit Application (one day only): Switchback, May 3, 2025, 12 pm - 9 pm, Green Up Vermont
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	approve the one day only special event outdoor entertainment permit application for Switchback, May 3, 2025, 12 pm - 9 pm, Green Up Vermont
Subject	7.34. Special Event Outdoor Entertainment Permit Application (every Friday from May 16 - August 29, 2025): South End Get Down, 377 Pine Street, 5 pm - 11 pm (hours of operation, 5 pm - 9 pm)
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	approve the special event outdoor entertainment permit application (every Friday from May 16 - August, 2025) for South End Get Down, 377 Pine Street, 5 pm - 11 pm - hours of operation; 5 pm - 9 pm
Subject	7.35. Special Event Indoor and Outdoor Entertainment Permit Application (one day only): Plex Art Event, May 24, 2025, set up: 12 pm - 5 pm; event: 5 pm - 12 am, various locations and organizations
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	approve the one day only Special Event Indoor and Outdoor Entertainment Permit Application for Plex Art Event, May 24, 2025, set up: 12 pm - 5 pm; event: 5 pm - 12 am, various locations and organizations
Subject	7.36. Special Event Outdoor Entertainment Permit Application (one day only): South End Get Down, June 21, 2025, 5 pm - 10 pm - hours of operation: 5 pm - 9 pm, parking lot of Brian's Auto, 98 North Avenue
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	approve the one day only Special Event Outdoor Entertainment Permit Application for South End Get Down, June 21, 2025, 5 pm - 10 pm - hours of operation: 5 pm - 9 pm, parking lot of Brian's Auto, 98 North Avenue
Subject	7.37. Special Event Outdoor Entertainment Permit Application (one day only): Reggae Fest at Switchback, 160 Flynn Avenue, August 23, 2025, 12 pm - 10 pm
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	approve the one day only Special Event Outdoor Entertainment Permit Application for Reggae Fest at Switchback, 160 Flynn Avenue, August 23, 2025, 12 pm - 10 pm
Subject	7.38. Special Event Outdoor Entertainment Permit Application (two days only): The Pinery, Art Hop Event, 377 Pine Street, September 5 - 6, 2025, 4:30 pm (Friday); 10 am - 11 pm (Saturday)
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)

Recommended Action	approve the two day only Special Event Outdoor Entertainment Permit Application for The Pinery, Art Hop Event, 377 Pine Street, September 5 - 6, 2025, 4:30 pm (Friday); 10 am - 11 pm (Saturday)
Subject	7.39. Special Event Outdoor Entertainment Permit Application (two days only): Oktoberfest, 377 Pine Street, setup date: 9/18/25: actual event dates; 9/19: 6 pm - 10 pm; 9/20: 12 pm - 9 pm
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	approve the two day only Special Event Outdoor Entertainment Permit Application for Oktoberfest, 377 Pine Street, setup date: 9/18/25: actual event dates: 9/19: 6 pm - 10 pm; 9/20: 12 pm - 9 pm
Subject	7.40. Special Event Outdoor Entertainment Permit Application (one day only): PoutineFest USA, 377 Pine Street, 11:30 am - 4:30 pm, September 28, 2025
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	approve the one day only Special Event Outdoor Entertainment Permit Application for PoutineFest USA, 377 Pine Street, 11:30 am - 4:30 pm, September 28, 2025
Subject	7.41. FIO Documents
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information
Recommended Action	for information only
Subject	7.42. Resolution: Authorization For Refinancing City Of Burlington's \$18,840,000 General Obligation Waterfront Tax Increment Note, Series 2024 (Board of Finance)
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category	7. Consent Agenda
Department	Community & Economic Development Office (CEDO)
Type	Resolution Action (Consent)
Recommended Action	To waive the reading and adopt the proposed resolution refinancing \$18,840,000 in a project note for Waterfront TIF District public improvements associated with Burlington Square (formerly CityPlace Burlington).
Subject	7.43. Resolution: Recommendation For Reappointment Of William Ward As City Health Officer (Councilors Bergman, Barlow)
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Council and Board
Type	Action (Consent) Resolution
Recommended Action	approve the resolution with recommendation to reappoint William Ward as Health Officer for a Three Year term starting June 1, 2025

8. Deliberative Agenda

Subject	8.1. Indoor Entertainment Permit Application (2025-2026): Riot Hospitality, d/b/a The District, 400 Pine Street
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Deliberative Agenda
Department	Clerk/Treasurer's Office
Type	Action
Recommended Action	approve the 2025-2026 Indoor Entertainment Permit Application for Riot Hospitality, d/b/a The District, 400 Pine Street with all standard conditions
Subject	8.2. Outdoor Entertainment Permit Application (2025-2026): Riot Hospitality, d/b/a The District, 400 Pine Street
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Deliberative Agenda
Department	Clerk/Treasurer's Office
Type	Action

Recommended Action	approve the 2025-2026 Outdoor Entertainment Permit Application for Riot Hospitality, d/b/a The District, 400 Pine Street with all standard condtions
Subject	8.3. Tobacco and Tobacco Substitute Endorsement Renewals (2025-2026): see attached list **WAS CONSENT AGENDA ITEM 7.32**
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Deliberative Agenda
Department	Clerk/Treasurer's Office
Type	Action
Recommended Action	approve the 2025-2026 Tobacco and Tobacco Substitute Endorsement Renewals as listed <u>Councilor Litwin's added motion language:</u> Move that on or by <u>June 16, 2025</u>, the City Council License Committee report back on what process, if any, the City's Local Cannabis Control Board may follow to report objectionable conduct by Burlington licensees to the State Cannabis Control Board.
Subject	8.4. Draft Project Proposal for the Burlington Overdose Prevention Center (OPC) Pilot Program - Office of the Mayor in partnership with Vermonters for Criminal Reform (VCJR) (30 mins.)
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Deliberative Agenda
Department	Mayor's Office
Type	Action
Recommended Action	<u>updated motion language which was approved:</u> Move that the City Council approve the submission of the attached Overdose Prevention Center Implementation grant proposal to the Vermont Department of Health, pursuant to Act 178 (2024) of the Vermont Legislature, contingent on the understanding that: 1. Notwithstanding thresholds established by the City's Purchasing Policy, the acceptance of any amount of State grant monies for OPC implementation and the execution of any subrecipient agreement, including but not limited to any subrecipient agreement with Vermonters for Criminal Justice Reform (VCJR), will require the approval of the Board of Finance and City Council; 2. Any necessary zoning amendment to accommodate a location for an OPC will be subject to approval by the City Council; and 3. Any publicly available data and service metrics collected in accordance with Act 178 and submitted to the Vermont Department Health will be simultaneously communicated to the City Council.

original motion language::

move that the City Council, approve the attached Overdose Prevention Center Implementation proposal for submission to the Vermont Department of Health, pursuant to Act 178 (2024) of the Vermont Legislature

Subject	8.5. Resolution: Support Of The First Amendment's Rights Of Free Speech, Association, A Free Press, Free Association, And Dissent, And The Defense And Support Of Mohsen Mahdawi, Rumeysa Ozturk, And Mahmoud Khalil (Councilors Bergman, Grant, Broderick, Neubieser & Kane)
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Deliberative Agenda
Department	Council and Board
Type	Action Resolution
Recommended Action	waive the reading and adopt the resolution

9. Committee Reports

Subject	9.1. Verbal reports
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	9. Committee Reports
Department	Council and Board
Type	Information

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

Subject	10.1. Verbal reports
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	10. City Council President - Council Updates (up to 5 mins.)
Department	Council and Board
Type	Information

11. Adjournment

Subject	11.1. Motion to adjourn
Meeting	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	11. Adjournment

Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adjourn

12. Informational and Non-Discrimination Statements

Subject	12.1. This agenda is available in alternative formats upon request. For more information on access, call Lori Olberg, Council and Licensing 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	April 28, 2025 - Regular City Council Meeting - Monday, April 28, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	12. Informational and Non-Discrimination Statements
Department	Council and Board
Type	Information

Mickenberg, LLC Zatz & Renfrew Consulting

Memorandum

To: City of Burlington
From: Virginia Renfrew, Gail Zatz, David Mickenberg and Christina McLaughlin,
Lobbyists for the City of Burlington
Date: April 24, 2025
Re: Update on 2025 Legislative Session

Overview

The Legislature is more than halfway through the 2025-2026 biennium. While they are focused on broad issues, such as health care, property taxes, education, and the anticipation of federal funding cuts, they have still managed to move a number of important bills through the process.

Updates on the City of Burlington Legislative Priorities

In addition to the priority areas listed below, we have been tracking the Appropriations bills.

The Budget Adjustment bill stalled due to two Governor vetoes. The Legislature is moving critical parts of that bill into the FY 2026 Budget. The bill stalled due to the provision related to General Assistance/Emergency Shelter. The Budget Adjustment bill would have allowed those in motels to remain in motels through June 2025. After the Governor vetoed the second Budget Adjustment bill, he issued an Executive Order which allowed some of the individuals in motels to remain there, while others had to exit the program, some as early as April 1st.

Here is a link to the Executive Order -

<https://governor.vermont.gov/sites/scott/files/documents/EO%2003-25%20General%20Assistance%20Emergency%20Housing.pdf>

The FY 2026 Budget bill (H.493) is headed to the Senate floor. Senate Appropriations voted out the FY26 budget 7-0 on Wednesday. The committee included most of the FY25 Budget Adjustment (BAA) to the FY26 budget. Highlights include

- \$30.5 million for Emergency Housing
- \$2.0 million for shelter bed expansion
- \$450,000 for community-based services for survivors of domestic and sexual violence
- \$500,000 to the Vermont Emergency Management that can be used for responsive readiness for Vermont Foodbank for food distribution
- \$500,000 CVOEO Community Resource Center
- \$10 million for H.91

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1. Housing

H.91 The Emergency Temporary Shelter Program

H.91 creates the Vermont Homeless Emergency Assistance and Responsive Transition to Housing (VHEARTH) program. The state will provide funding to the Community Action Programs (CAPs) to administer the Emergency Temporary Shelter Program. Currently H.91 passed the House and is up for consideration in the Senate Health and Welfare committee. A significant current question is whether the legislature will sufficiently fund the transition to this new model of services.

2. Mental Health and Substance Use

The House recently passed H.218, the Opioid Settlement Fund spending bill. The bill includes funding for the Overdose Prevention Center in Burlington. While in the House Human Services Committee, the bill was amended to eliminate half of the \$1.1 million in the FY 2026 budget. Thanks to the hard work that Theresa Vezina put into this, we were able to work with Rep. Bluemle and Rep. Wood to restore the full \$1.1 million funding. The bill has now passed all Senate committees – intact – and will be coming up on the Senate floor.

The Senate passed S.36, which is a bill that revised the Medicaid statutes to allow the health care provider to determine the required length of stay in a residential treatment facility. It also revises the statutes related to the Public Inebriate Program, so that law enforcement will continue to have the option to lodge an incapacitated person in protective custody in a lockup or community correctional center for up to 24 hours or until judged by the person in charge of the facility to be no longer incapacitated. The bill should be on the House floor next week.

3. Judicial and Pre-Monitoring Systems

The Governor's budget includes \$650,000 for the expansion of the Pretrial Monitoring System in the Northeast Kingdom to other parts of the state. The House included the \$650,000 in their budget and, so far, it continues to remain in the Senate version of the budget.

In addition, the House added \$1.1 million for the Pre-Charge Diversion program that the Attorney General's Office is going to begin administering (DOC previously funded it). They requested \$1.7 million. They are asked for the additional \$600,000 in the Senate. The Senate added \$300,000, for a total of \$1.4 million.

4. Water Infrastructure

Senate Natural Resources amended and voted out H.481, an act relating to stormwater management. The bill allocates \$5 million to the Municipal Stormwater Implementation Program

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for costs of complying with permitting requirements when a municipality assumes full legal responsibility for a stormwater system. It also allows a municipality to assess fees on users of the stormwater system provided property owners consented and the fee assessed is fair. See the amended bill [here](#).

5. Gun Reform

S.131 was introduced by Senator Baruth. The Senate Government Operations Committee took testimony from legislative counsel; proponents; and opponents. They also heard from Burlington's Interim Police Chief Shawn Burke, the City Attorney, and Mayor Mulvaney-Stanek. Based on the testimony and constitutional considerations, the committee amended the bill to narrow the scope of the charter change to make it clear that it applies to restricting firearms in bars only. They voted it out 3-2. It is now up for a vote on the Senate floor.

6. Charter Changes

So far, the only charter change that has moved is S.131 (firearms). We will continue to push on all of the charter changes on behalf of the City of Burlington.

These are some of the bills that we are monitoring for the City of Burlington:

Health Care

H.96 Increasing the monetary thresholds for certificates of need
H.259 Preventing workplace violence in hospitals
H.482 Green Mountain Care Board authority to adjust a hospital's reimbursement rates and to appoint a hospital observer
S.18 Licensure of freestanding birth centers
S.27 Medical debt relief and excluding medical debt from credit reports
S.28 Access to certain legally protected health care services
S.53 Certification of community-based perinatal doulas and Medicaid coverage for doula services
S.63 Modifying the regulatory duties of the Green Mountain Care Board
S.126 Health care payment and delivery system reform

Criminal Justice

H.2 Increasing the minimum age for delinquency proceedings
H.27 The Domestic Violence Fatality Review Commission
H. 118 Expanding the scope of hate-motivated crimes
S.9 After-hours access to orders against sexual assault
S.109 Miscellaneous judiciary procedures

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Long-term Care

H.13 Medicaid payment rates for home- and community-based service providers and designated and specialized service agencies

S.51 Vermont unpaid caregiver tax credit

Mental Health and Substance Abuse

H.105 Expanding the Youth Substance Awareness Safety Program

H.218 Fiscal year 2026 appropriations from the Opioid Abatement Special Fund

S.36 Medicaid coverage of long-term residential treatment for co-occurring substance use disorder and mental health condition

Social and Economic Justice/Housing

H.91 Emergency Temporary Shelter Program

H.342 Protecting the personal information of certain public servants

H.479 Housing

S.23 The use of synthetic media in elections

S.44 Requiring legislative approval prior to entering into certain immigration agreements

S.127 Housing and housing development

Professional Regulation/Government

S.56 An Office of New Americans

Water Infrastructure

H.481 Stormwater management

City of Burlington Charters

H.59 Approval of amendments to the charter of the City of Burlington

H.462 Approval of an amendment to the charter of the City of Burlington concerning just cause eviction

H.508 Approval of amendments to the charter of the City of Burlington

S.131 Approval of an amendment to the charter of the City of Burlington relating to the possession of firearms

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

4/23/2025

	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	4/14/2025	Ordinance: ZA-25-02 Neighborhood Code - Additional Housing: Development Options	referred to the Ordinance Committee	not-specified

**BURLINGTON CITY COUNCIL
CITY HALL, CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
February 10, 2025
DRAFT**

MEMBERS PRESENT:

Joan Shannon
Mark Barlow
Gene Bergman
Ben Traverse
Melo Grant
Carter Neubieser (at 6:05 PM)
Joe Kane
Becca Brown McKnight
Evan Litwin
Marek Broderick

OTHERS PRESENT:

Emma Mulvaney-Stanak
Erin Jacobsen
Katherine Schad
Jessica Brown
Lori Olberg
Keaton Knowles
Theresa Vezina
Nancy Stetson
Christian Berry
Pablo Bose
Brian Pine
Chapin Spencer
Peter Boccaccio
Sarah Bermingham
Charles Dillard

1. CALL TO ORDER and AGENDA

The meeting was called to order by City Council President Traverse at 6:07 PM.

MOTION by Councilor Litwin, SECOND by Councilor Bergman, to adopt the agenda.

VOTING: unanimous; motion carries.

2. EXECUTIVE SESSIONS

2.1. Executive Session for Contract Negotiations and Related Legal Advice Pertaining to an Agreement with UVMMC

City Council President Traverse noted his recusal from this discussion and executive session due to a professional conflict of interest.

MOTION by Councilor McKnight, SECOND by Councilor Bergman, that the City Council find that premature general public knowledge of information concerning contract negotiations of an agreement with UVMMC and related legal advice would clearly place the City at a substantial disadvantage with such negotiations.

VOTING: unanimous; motion carries (City Council President Traverse recused).

MOTION by Councilor McKnight, SECOND by Councilor Bergman, that based upon that finding, the City Council enter into executive session to receive information regarding

agreement negotiations with UVMC and receive confidential attorney-client communications. 1 VSA Section 313(a)(1)(A) and (F).

VOTING: unanimous; motion carries (City Council President Traverse recused).

2.2 McNeil Commercial Items

MOTION by Councilor McKnight, SECOND by Councilor Bergman, that the City Council find that premature general public knowledge of commercial and real estate and contract negotiations between the Burlington Electric Department and private parties would clearly place the City at a substantial disadvantage in such negotiations because the City risks disclosing confidential information in public.

VOTING: unanimous; motion carries.

MOTION by Councilor McKnight, SECOND by Councilor Bergman, that based upon that finding, the City Council enter into executive session under the provisions of 1 VSA Section 313(a)(1)(A) and 1 VSA Section 313(a)(2), to include legal counsel, the City Council, the Mayor and her staff, the Chief Administrative Officer and/or her departmental designees, and appropriate Burlington Electric Department staff.

3. MAYOR – GENERAL CITY AFFAIRS (TO INCLUDE CLIMATE AND PUBLIC HEALTH & SAFETY EMERGENCY UPDATES)

3.1 Verbal Reports

Mayor Mulvaney-Stanak began by noting that she attended the U.S. Conference of Mayors in Providence, Rhode Island and provided updates from that conference that pertain to community safety, such as touring its Overdose Prevention Center (OPC) and recruitment and retention strategies for police officers.

Special Assistant for Overdose Prevention Vezina introduced herself and spoke about her background and career history. She said that as the City moves into the implementation phase of the Overdose Prevention Site project, the Mayor's Office will have a strong focus on community engagement across all sectors of local health care providers, public safety, and law enforcement, as well as the community at large. She emphasized the importance of recognizing Burlington's more rural setting than other communities that have set up overdose prevention centers.

Mayor Mulvaney-Stanak then provided a number of community safety updates. She noted that there will be a more substantive update at the next City Council meeting on February 18, 2025, at which she will speak about the firm selected to help with the recruitment process for the next Chief of Police. She noted that her office has begun a press gathering on Thursdays to provide more updates on community safety for the public, including updates on police and fire, public health responses, and general safety updates. She noted that she will be meeting with Charles Ramsey, who consults with mayors on community safety issues. She noted that the City has begun negotiating collective bargaining with BPOA.

Mayor Mulvaney-Stanak then provided an update on the Fiscal Year (FY) 26 budget development process. She said that they have designed a program and service inventory effort to dive deeply into what the City actually offers by department, which will aid in efforts to right-size the government.

4. CITY COUNCIL – GENERAL CITY AFFAIRS (TO INCLUDE CLIMATE AND PUBLIC HEALTH & SAFETY EMERGENCY UPDATES)

4.1 Verbal Reports

Councilor Shannon noted that she and Councilor Grant have been participating in the Community Academy, which is a program put on by the Police Department for members of the community better understand what the Police Department does. She spoke about the immense pride that the BPD has in the community work that they do.

Councilor Bergman spoke about the passing of Sandy Baird, who has been involved in community work for a number of decades in Burlington and has given much to the community.

Councilor Grant spoke about an upcoming work session on developing a strategic plan for recruitment and retention for the BPD. She spoke about her continued review of the BPOA survey comments, noting several comments that spoke about the lack of focus on recruitment and retention. She said the City needs to think about the level of communication and engagement that need to occur in order to have successful recruitment and retention efforts.

Councilor Litwin echoed Councilor Grant's comments about the need for strong commitment on recruitment efforts for the BPD. He thanked Chief Murad for his work at the swearing-in ceremony for new BPD personnel. He spoke about the lengthy recruitment process (around 1.5 years) for sworn officers. He also thanked Director Longo for facilitating a tour of the Burlington International Airport last week.

5. PUBLIC FORUM: TIME CERTAIN: 6:45 PM

5.1. Verbal Comments

Forum opened at 6:52 PM.

COMMENTS:

Burlington residents (in person):

- Brett Yates spoke about the Housing Trust Fund resolution, saying that the root of the housing problem is not that UVM students are crowding other residents out of the City's housing stock, and that this resolution does not take action but simply a first step by commissioning a study. He also noted that the resolution structures itself around the interests of existing homeowners, not those who need affordable housing.
- Jane McDougal spoke about the poor conditions of the City's sidewalks, saying that they need to be fixed so that people can be safer.
- Andre Clark spoke about his nonprofit work that focuses on street level outreach and partnering with local social service and mutual aid organizations to support unhoused neighbors. He expressed concern about the Council's focus on rebuilding the police department instead of focusing on the City's actual challenges. He urged the City to focus on data-driven solutions, and said that the City's current shelter policy is inhumane.
- Amy Wright spoke about her work in developing senior and affordable housing, and urged the City Council to support the Housing Trust Fund resolution and work with CEDO to find ways to increase its funding. She spoke about the developments that have been created through the Housing Trust Fund and the positive impact that these types of affordable developments have for the community.
- Ali Schachter commended the work of the community and UVMMC to engage with Ward 1 residents and address their concerns. She advocated for delaying the vote on the MOU until the Council's East District seat is filled and Ward 1 has full representation on the Council, given continued concerns from residents on lot coverage, building height, traffic, and parking lot size.
- Lee Morrigan said that last week a current Democratic City Councilor used their online platform to incite dogpiling on anyone criticizing Burlington Democrats, noting that they have been on the receiving end of this harassment, which is concerning. They then continued reading a portion of their resignation letter (begun during the previous City Council meeting), noting that they were subjected to relentless attacks, threats, and harassment by Burlington Democrats and that they attempted to take their own life twice during this time. They said that politics should not drive people to suicide.

Burlington residents (via Zoom):

- Emma Wall Kouri urged the Council to bring a resolution forward to address the immediate and long-term needs of the City's unhoused individuals. She said that the current band-aid solutions do not go far enough. She said that there needs to be more access to emergency shelters and that the City needs to put political differences aside and unite to bring forth solutions to the larger problem.

- Erhard Mahnke spoke in support of the Housing Trust Fund resolution, speaking about the housing crisis and noting that there are currently an estimated 250 individuals sleeping unsheltered in the Burlington area. He spoke about the maximum affordable rent for someone with the average income in Burlington, noting that it is around half of what current Burlington rents are. He said that the City needs to continue to dedicate City funds for affordable housing, to ensure affordability for working families, seniors, people with disabilities, and others living on low, moderate, or fixed incomes.
- Sharon Bushor spoke about the UVMHC MOU, noting that she worked on the original MOU, which was put into place during a period of hospital expansion to ensure that it did not drown residents with traffic jams and parking issues. She noted that employees at UVMHC have to be there for 25 years before they can use on-site parking. She said that understanding who is using parking (the mix of employees, physicians, patients, and family members) is key to right-sizing the amount of parking the hospital is anticipating they need. She spoke about the proposed new parking structure, saying she hopes the height can be reduced to lessen the impact on the neighborhood.
- Carol Jaramillo spoke as the community building at the Northgate Residence Ownership Corporation, and spoke regarding the Housing Trust Fund. She expressed continued gratitude for the funds that were given to Northgate from this fund in 1990, which helped defray costs for improvements. She expressed support for seeking more resources for the Housing Trust Fund.

Non-Burlington residents (in person):

- Amy Demetrowitz, Chief Operating Officer of Champlain Housing Trust, spoke in support of the resolution that aims to increase funding for the Housing Trust Fund. She said this fund has been an essential tool in supporting the development of affordable housing in Burlington over the past 35 years. She spoke about what these funds have allowed CHT to do and provide to the community.

Non-Burlington residents (via Zoom):

- Keren Sita spoke about how the City is not acknowledging Black people during Black History Month, and said the Mayor should acknowledge that she failed to do that.

Forum closed at 7:20 PM.

6. WORK SESSIONS

6.1 Work Session Regarding Data-Driven Community Safety: Rebuilding the BPD

Senior Policy and Data Analyst Stetson began by noting that the goal of this effort is to develop ways to track and understand what efforts are working in terms of police recruitment, and how the City can rebuild its police department that can respond to all requests for services without stretching its officers too thinly. She began by showing the staffing levels for sworn officers, noting a sharp decline in 2020-2021, to a low point in 2022 of 61 officers. She noted that since then, the BPD has been able to hire more officers but that they have left at around the same pace. She projected that if the BPD continues at this pace of hiring officers, the City won't reach its target of 84 sworn officers for another 10 years. She then spoke about data around the number of applications for police officers received in 2022-2024, noting that applications outpaced the City average (for any job) in 2022 and 2023, but have fallen in 2024.

Senior Policy and Data Analyst Stetson then spoke about incident response data, defining an incident as a measure of police activity that includes both crimes (assault, burglary), and non-crimes (traffic stops, welfare checks, etc). She showed that the number of incidents rose sharply from 2021 through 2023 to pre-pandemic levels and that they have stabilized in 2024. She then provided more detail on these incidents by responder type for each year, noting that an expanded team of CSLs and CSOs have been able to take on a substantial share of the increase in incidents. She noted that in 2024, 61% of incidents were responded to by a sworn officer, 24% by a CSO or CSL without sworn officer present, and 15% of incidents did not receive a response. She then provided more detail on the incidents that were responded to by a sworn officer, given the City's interest in the demand on sworn officers. She noted that 2022 was the year with the fewest incidents with a sworn officer response, and that 2022 and 2023 had lower levels of sworn officer response than in pre-pandemic times. She

noted that 2023 saw a steep increase in the number of individual officer responses without a matching increase in sworn staffing, meaning that the number of responses per office increased sharply from 2022 to 2023. She also noted that a handful of officers respond to a large volume of incidents each year. She further noted that urgent, Priority 1 incidents make up an increasing share of sworn officers' workload in recent years. She said that prior to 2020, no one officer responded to more than 200 Priority 1 incidents in a year, but now, more than a dozen officers are responding to that many Priority 1 incidents per year. She said that taking all this data together, the total volume of incidents that BPD are responding to is not particularly unusual from what the City has seen in past years, but they are responding to more intense incidents than they would have gone to in the past.

Councilor Litwin said he would like to see an analysis on the police application spikes and drops, and would like to see the cause of those. He also asked what could be driving the increase in stacked factors in the data. He then said he would be interested in teasing out the sharp uptick from 2022 to 2023 of individual sworn officer responses. Senior Policy and Data Analyst Stetson replied that she doesn't have a good answer about the stacked responses, noting that the data is from the Valcor system and that the "stacked, no response" label is fairly new.

Councilor Grant expressed appreciation for having this kind of data, and said she would like to understand from staff what other kinds of data could be useful to share with the Public Safety Committee, especially with new police leadership coming online soon. She noted that a number of the high priority incidents have been driven by the worsening drug crisis in Burlington, and that traffic stops have decreased because the City wasn't able to implement something to address the biases associated with traffic stops. She said she would like to dive deeper into recruitment data and understand what applications are coming in and why some are filtered out, which can help fine-tune recruitment improvements. She said she would also like to include the recruitment team in some of these conversations.

Councilor Shannon asked for more information on BPD's Priority 1 incidents. Senior Policy and Data Analyst Stetson walked through the graph in more detail, noting that it shows the total number of incidents and then removes the incidents that did not actually receive a response. She noted that most of these incidents receive a response, but that overdoses are counted as Priority 1 incidents and are primarily responded to by the Fire Department, especially beginning in 2024.

Councilor McKnight spoke about the importance of referring to this data over time, as the City continues process improvement in these areas and measures its success (or lack thereof) over time. She asked what the Administration can do with this data to help inform its efforts to solve these issues with recruitment and retention. She asked whether this data confirms or denies any of the strategies the Mayor and her staff are developing, and whether any of those proposals are similar to those that Chief Murad presented. Councilor Grant noted that the BPD needs to start focusing on digital advertising and social media presence. Mayor Mulvaney-Stanak added that this was not presented as an accompaniment to recruitment strategies, but is an analysis to highlight trends. She said that one of the goals is to begin more rigorously tracking how recruitment strategies perform by looking at this type of data and basing decisions on what the data shows.

Councilor Bergman asked if incidents reported online are included in the stacked numbers within the data. Senior Policy and Data Analyst Stetson replied that online incidents are not generally counted in the stacked number. Councilor Grant asked how the online incidents are being tracked. Senior Policy and Data Analyst Stetson replied that online incidents are reported on, and they are also in the Valcor system.

City Council President Traverse noted that there is a lot of evidence received from downtown business owners, residents, and visitors that isn't necessarily captured in the numbers, so the City needs to be mindful of what the numbers are and aren't showing. He also pointed out that some individuals have stopped calling the police altogether, and that this isn't reflected in the data.

6.2 Report of the City of Burlington Reparations Task Force

Pablo Bose, Chair of the Reparations Task Force, provided a summary of the report, including its charge, the work of the task force, and recommendations. He noted that the Reparations Task Force was established in August 2020 through a City Council resolution, and it was meant to initiate a study

of the historical involvement and impacts of the institution of slavery in the City of Burlington and to develop a proposal to address that history, including the possibility of enacting resolutions, policies, and other actions. He said that membership in the task force included the REIB Director, a representative from the Vermont Human Rights Commission, an appointee of the City Council president, an appointee by the Vermont Racial Justice Alliance, and an appointee by the Burlington Mayor's Office. He noted that he has been the Mayoral appointee on the task force. He noted that there has been turnover on the task force for its membership and said that one of the challenges faced by the task force was lack of engagement (but acknowledged that it began during the height of the Covid-19 pandemic). He spoke about the group's activity, which included creating an RFP for consultants to look into the history of slavery in the City and engaging with those consultants. He said that two consultants produced reports about the history of slavery in Burlington and on the use of racialized covenants in the City. He noted that the task force was dormant in 2021 and 2022, but that they tried to meet more, and he noted that he personally took up some of the work of the task force with his UVM students and classes. He said his classes researched different examples of reparations, particularly at the City level (and cited an example of Evanston, Illinois). He noted that they have engaged with current and former City Councilors on some of this work, as well. He spoke about the items the task force has not completed, which include a historical analysis of how the City of Burlington (including businesses and individuals) might have been involved in the institution of slavery, a review of the cases and incidents of discrimination from the abolition of slavery to the present day, and a set of recommendations on specific reparations mechanisms and strategies for the City to consider. He said that if the task force is re-engaged, all positions on it need to be filled, and he recommended establishing a regular reporting schedule to REIB or to the City Council, a more regular work schedule for the task force, clear staff support for the task force, and developing a clear work plan for the task force. He also recommended revisiting the original resolution and narrowing the scope of what is intended, considering what funding source would be utilized for providing adequate compensation for any reparations program, determining what department would be responsible for administering such a program, and engaging in a strategy for community outreach and education to the public. He noted that the task force was allocated \$50,000 and that around \$25,000 remains unspent.

Councilor Grant acknowledged the challenge posed by the turnover among membership and staff, and said she looks forward to discussing this at a future REIB Committee meeting. She asked what Mr. Bose would suggest in terms of specifics around moving forward. Mr. Bose replied that a clearer mandate would be extremely helpful for the success of any future task force.

Councilor Neubieser thanked the task force for its work.

Councilor Bergman requested the reports and accompanying synopses, in order to continue the work of the task force in the future. He said that he looks forward to future conversations about this work in the REIB Committee.

7. CONSENT AGENDA

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

7.2 Accountability List – C/T – waive the reading, accept the communication, and place it on file.

7.3 Communication: Michael Long, re: The Council Working Together Regardless of the Party in the Majority – waive the reading and place the communication on file.

7.4 Communication: Owiso Makuku, re: Comment In Support of Lifting Cap of Burlington Police Force – waive the reading and place the communication on file.

7.5 Authorization to Sponsor The Flynn Center for Performing Arts' Co-Production & Management of the Black Experience 2025 Event – REIB – authorize the Director of Racial Equity, Inclusion, and Belonging executes a grant agreement with the Flynn Center for Performing Arts for the production and management of the Black Experience 2025 event in an amount not to exceed \$10,000.00, subject to review by the City Attorney's Office.

7.6 Maple Street – Landing area for front door and ADA accessible ramp – Pathways Vermont – DPW – approve the Encumbrance Application for Pathways VT Inc. at 141 Maple Street requesting use City Right of way for an ADA Accessible ramp and front door landing area 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.

7.7 Special Event Indoor and Outdoor Entertainment Permit Application (one day only): Bern Gallery, 135 Main Street, Suite 101, Friday, February 14, 2025, 12 pm – 5 pm, DJ (inside), small speaker (outside) approve the one day only special event indoor and outdoor entertainment permit application for Bern Gallery, 135 Main Street, Suite 101, Friday, February 14, 2025, 12 pm – 5 pm, DJ (inside), small speaker (outside).

7.8 2025-2026 Tobacco License and Tobacco Substitute Endorsement Renewals: see attached list – approve the 2025-2026 Tobacco License and Tobacco Substitute Endorsement Renewals as listed.

7.9 2025 VTRANS Certificate of Highway Mileage – DPW - accept the recorded mileage for the City of Burlington with the Vermont Agency of Transportation in the 2025 Highway Mileage Certificate, and authorize Chapin Spencer, Director of Public Works, to execute the certificate on behalf of City Council.

7.10 Grant Approval for Electric Bucket Truck – BED - authorize the General Manager of the Burlington Electric Department to enter into a grant agreement with the Vermont Agency of Natural Resources, as described above, to accept up to \$564,000 in grant funds to support the purchase of an all-electric bucket truck for Burlington Electric's fleet, subject to final review and approval from the City Attorney's Office.

7.11 Reclassification of existing Planner position to Senior Planner – Planning - authorize the reclassification of the Planner, a regular, exempt Grade 18 position to a regular, exempt Grade 19 position within the Office of City Planning.

7.12 Reclassification of Operations Director to Financial and Budget Manager and Elimination of Budget Manager – C/T - approve the elimination of the vacant Budget Manager position, a Regular, Non-union, Full-Time, Exempt, Grade 22, role in the Clerk/Treasurer's Office; and 2. Approve the reclassification of the Operations Director, a Regular, Non-union, Full-time, Exempt, Grade 24 position to Financial and Budget Manager, a Regular, Non-union, Full-time, Exempt, Grade 22 position in the Clerk/Treasurer's Office.

7.13 Communication: Residents of Ward One/Eastern District, re: UVMCC Proposed MOU – waive the reading and place the communication on file.

7.14 December 9, 2024 Regular City Council Meeting Minutes, Draft – C/T – waive the reading, accept the communication, place it on file, and adopt the minutes at the February 18, 2025 Regular City Council Meeting.

7.15 December 16, 2024 Regular City Council Meeting Minutes, Draft – C/T - waive the reading, accept the communication, place it on file, and adopt the minutes at the February 18, 2025 Regular City Council Meeting.

7.16 December 16, 2024 Local Cannabis Control Commission Meeting Minutes, Draft – C/T - waive the reading, accept the communication, place it on file, and adopt the minutes at the February 18, 2025 Regular City Council Meeting.

7.17 December 16, 2024 Local Control Commission Meeting Minutes, Draft – C/T - waive the reading, accept the communication, place it on file, and adopt the minutes at the February 18, 2025 Regular City Council Meeting.

7.18 January 13, 2025 Regular City Council Meeting Minutes, Draft – C/T - waive the reading, accept the communication, place it on file, and adopt the minutes at the February 18, 2025 Regular City Council Meeting.

7.19 January 13, 2025 City Council With Mayor Presiding Meeting Minutes, Draft – C/T - waive the reading, accept the communication, place it on file, and adopt the minutes at the February 18, 2025 Regular City Council Meeting.

7.20 January 27, 2025 Full Board of Abatement of Taxes Meeting Minutes, Draft – C/T - waive the reading, accept the communication, place it on file, and adopt the minutes at the February 18, 2025 Regular City Council Meeting.

7.21 January 27, 2025 Regular City Council Meeting Minutes, Draft – C/T - waive the reading, accept the communication, place it on file, and adopt the minutes at the February 18, 2025 Regular City Council Meeting.

7.22 City of Burlington and University of Vermont Medical Center Third Agreement to Extend 1999 Memorandum of Understanding and Agreement – City Attorney's Office/Planning – authorize the Mayor to sign the City of Burlington and University of Vermont Medical Center Third Agreement to Extend 1999 Memorandum of Understanding and Agreement.

7.23 FIO Documents – for information only.

MOTION by Councilor Shannon, SECOND by Councilor Neubieser, to approve the consent agenda and take the actions indicated for items 7.1-7.23 (City Council President Traverse recused himself for item 7.22 due to a professional conflict of interest).

VOTING: unanimous; motion carries.

8. DELIBERATIVE AGENDA

8.1 Resolution: Doubling Burlington's Investment In Affordable Housing (Councilors Neubieser, Grant, Bergman, Kane)

MOTION by Councilor Neubieser, SECOND by Councilor Bergman, to waive the reading and adopt the resolution.

DISCUSSION:

- Councilor Neubieser said this resolution asks City staff to research how to increase the Housing Trust Fund by at least \$1 million, which would roughly double the amount of money the City invests into affordable housing. He said the resolution asks for ways to increase the funding through current authority as well as pathways that would require a charter change to pursue, and asks that the options be either revenue neutral, or that they raise revenue progressively. He noted that more than one-third of Burlington's renters spend more than half of their income on rent in Burlington, and that the City is grappling with an unhoused crisis and a very low vacancy rate.
- Councilor Broderick made a friendly amendment to add a final whereas clause before the first resolved clause, as posted on CivicClerk.
- Councilor Shannon noted that while the tax burden shifted from businesses to residents during the last reassessment, businesses are already being taxed at 120% of their value, which is important to recognize if the City is looking for other sources of revenue for the Housing Trust Fund. She made a friendly amendment to insert a whereas clause after Line 12 to state "whereas, in an effort to address the regressivity of property taxes, Burlington has long been taxing commercial property at 120% of its assessed value."
- Councilor Litwin noted that he lives in a Champlain Housing Trust building and is grateful to have benefited from that. He said that he has concerns about the lack of clarity around what is meant by "progressive taxation measures." He said he would also like more time to better understand the income expenditures that are coming and going from the housing fund as it stands, and does not want extra funding to be eaten up by administrative or operational expenses. He said he would like a commitment to reduce dependency on this fund for those types of expenditures.
- Councilor Grant said that if the City is trying to increase the success of the Trust, it should be recognized that there will be higher administrative costs as staff try to pursue alternative modes of increasing funding (such as pursuing grants).
- Councilor Broderick expressed support for this resolution, and spoke about the importance of the whereas clause he proposed adding. He said there is no one cause of the City's housing crisis and pushed back against the notion that removing students from off-campus housing would solve the City's housing woes.
- Councilor Barlow expressed support for the resolution. He noted that the City has worked in the past to increase the balance of the Housing Trust Fund and has been successful at it.
- Councilor McKnight requested that when the resolution comes back to CDNR that the most recent income and expense reports for the Housing Trust Fund.
- Councilor Shannon noted that the high balance in the Housing Trust Fund is due to the City taxing Airbnbs and other short-term rentals at a high rate. She asked how many units this tax is coming from, saying that where it comes from matters.

VOTING (as amended): unanimous; motion carries.

8.2 Resolution: Municipal Resolution for Downtown Transportation Fund (Board of Finance)

Director Spencer said this seeks approval to apply for a Vermont downtown transportation grant to fund an array of street furnishings and amenities for the Great Streets Main Street project. He said the project has financial constraints and that the project had to be value-engineered from the start. He noted that they had to reduce the project from 6 blocks to 3 blocks and had to remove most of the street furnishings in the project to get to a place where the project could move forward. He noted the team continues to proactively find other revenue sources to put the important street amenities back in the project, and this is an effort to do that.

Senior Engineer Boccaccio provided an update on what has been done to date and what still remains for work on this project. He noted that the contractor has constructed new sewer mains and service connections and has progressed east of the South Winooski and Main Street intersection. He noted that the contractors also constructed a new water main to the west of Church Street and is preparing to install a new temporary water main east of Church Street. He said that water and sewer replacement work will continue for the remainder of 2025. He spoke about stormwater retention tanks that will be installed near City Hall Park and on Pine Street, and noted that some of the streetscaping Director Spencer spoke of earlier will be completed by the end of 2025 with the remainder being completed in 2026. He acknowledged the impacts for residents, visitors, and businesses of this construction, and said that the City is providing information on alternatives for routes and parking.

Grants Associate Birmingham provided background and information on the grant being pursued. She said that the Downtown Transportation Fund is a financing tool which assists municipalities in paying for transportation related capital improvements within designated downtown districts, and is administered through the Vermont Agency of Transportation and the Agency of Commerce and Community Development. She said the grant is for \$200,000 with a \$50,000 local match (for a total of \$250,000), with the local match coming from downtown TIF funding. She said the grant covers the purchase of 21 benches, 19 bicycle racks, a bus shelter, granite elevation indicators, staff time, and 10% contingency. She noted that the deadline for the application is February 17, 2025, and that awards will be announced in April of 2025.

MOTION by Councilor Barlow, SECOND by Councilor Bergman, to authorize the Director of Public Works and the Grants Team to apply for the Downtown Transportation Fund grant administered by VACCD for the Main Street amenities in the amount of \$200,000, obligating the City to commit to a local match of \$50,000 of the total project budget of \$250,000, subject to approval by the City Attorney's Office.

DISCUSSION:

- **Councilor Litwin said that in light of some of the bus shelters in the City having been removed due to past issues in the downtown area, and his continued concerns with funding related to FY26 budgets and beyond, he asked whether some of this expenditure could be pared back. Director Spencer noted that this is the partial restoration of some of the amenities that were proposed for the original project, and that they contribute to a vibrant and activated downtown area.**

VOTING: 9-1 (Councilor Litwin dissenting); motion carries.

8.3 Ordinance: CDO—Performing Arts Centers in the E-LM District ZA-25-04 (Planning, Planning Commission)

MOTION by Councilor Shannon, SECOND by Councilor Bergman, first reading, waive the reading and refer to the Ordinance Committee.

DISCUSSION:

- **Councilor Bergman said that if this is going to be successful, the parking and traffic issues will need to be addressed.**
- **Councilor Shannon asked how this differs from some of the allowances related to outdoor entertainment that were put in place during the Covid-19 pandemic, and asked whether this would attract more people or create more traffic than what was already in place. Director Dillard replied that this would be indoors and that any noise impact would be negated, but that he will follow up with stakeholders and get more information back to the Council.**

- Councilor Litwin expressed concern about implementing this now, given the impacts of Champlain Parkway and other traffic pressures on Pine Street, particularly around the King/Maple intersections. Director Dillard replied that staff are sensitive to the King/Maple neighborhood issues and that they will certainly work with Public Works on any mitigation needed for those. He noted that the City's plans call for more arts facilities in the South End area, as well as a network of shared parking facilities and that the South End Coordinated Redevelopment effort is attempting to implement some of that shared parking.
- Councilor Grant said that having Higher Ground come into Burlington will contribute to the vibrancy of the South End.

VOTING: unanimous; motion carries.

8.4 Ordinance: CDO—Champlain College Bed Caps ZA-25-05 (Office of City Planning, Planning Commission)

When asked about the more time-sensitive nature of this amendment and the desire to hold a public hearing on it in the very near future, Director Dillard replied that Champlain College approached the City about converting Aiken Hall back to residences (it is currently office space) and would like to offer it as student housing for the upcoming August semester. He said that in order to complete the work in that time, a zoning amendment and ordinance change are required.

MOTION by Councilor Shannon, SECOND by Councilor Bergman, first reading, waive the reading and refer to the Ordinance Committee.

DISCUSSION:

- Councilor McKnight asked if there has been a process to gather feedback from the public on this. Director Dillard replied that the Planning Commission held a meeting on December 3, 2024, at which it warned a public hearing for January 14, 2025 on these items. He said the meetings are typically warned in Seven Days and on the City's website, and this public hearing is the public's avenue to provide feedback. He noted that there was no special engagement on this amendment.

VOTING: unanimous; motion carries.

9. COMMITTEE REPORTS

9.1. Verbal reports

Councilor Shannon noted that the Ordinance Committee is meeting on February 20, 2025 at 1:00 PM to discuss the two above items as well as the vacant building ordinance.

10. CITY COUNCIL PRESIDENT – COUNCIL UPDATES

10.1. Verbal reports

City Council President Traverse noted that the City is statutorily required to hold a public hearing on its ballot questions, which will occur on February 12, 2025.

11. ADJOURNMENT

11.1 Motion to Adjourn

The meeting adjourned at 10:00 PM.

RScty: AACoonradt

**BURLINGTON LOCAL CONTROL COMMISSION
CONTOIS AUDITORIUM, 2ND FLOOR, CITY HALL *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
February 10, 2025
DRAFT**

MEMBERS PRESENT:

Joan Shannon
Sarah E Carpenter
Mark Barlow
Gene Bergman
Ben Traverse
Melo Grant
Carter Neubieser
Joe Kane
Becca Brown McKnight
Evan Litwin
Marek Broderick
Emma Mulvaney-Stanak

OTHERS PRESENT:

Erin Jacobsen
Katherine Schad
Jessica Brown
Lori Olberg

1. AGENDA

City Council President Traverse called the meeting to order at 7:20 PM.

MOTION by Commissioner Shannon, SECOND by Commissioner Grant, to adopt the agenda.

VOTING: unanimous; motion carries.

2. CONSENT AGENDA

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

2.2 2025-2026 First, Second, Third Class Liquor License and Outside Consumption Permit Renewals:
see attached list – approve the 2025-2026 First, Second Third Class Liquor License and Outside
Consumption Permit Renewals as listed with all standard conditions.

MOTION by Commissioner Shannon, SECOND by Commissioner Grant, to adopt the consent agenda and take the actions indicated for items 2.1-2.2

VOITNG: unanimous; motion carries.

3. DELIBERATIVE AGENDA

3.1 First and Third Class Liquor License Applications (2025-2026): Red Panda Kitchen and Bar, 161 Church Street

MOTION by Commissioner Shannon, SECOND by Commissioner Grant, to approve the 2025-2026 First and Third Class Liquor License Applications for Red Panda Kitchen and Bar, 161 Church Street with all standard conditions.

VOTING: unanimous; motion carries.

4. ADJOURNMENT

4.1 Motion to adjourn

The meeting adjourned without objection at 7:21 PM.

BURLINGTON LOCAL CANNABIS CONTROL COMMISSION
CITY HALL, CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
February 10, 2025
DRAFT

MEMBERS PRESENT:

Joan Shannon
Sarah E Carpenter
Mark Barlow
Gene Bergman
Ben Traverse
Melo Grant
Carter Neubieser
Joe Kane
Evan Litwin
Marek Broderick
Becca Brown McKnight
Emma Mulvaney-Stanak

OTHERS PRESENT:

Erin Jacobsen
Katherine Schad
Jessica Brown
Lori Olberg

1. AGENDA

City Council President Traverse called the meeting to order at 7:21 PM.

MOTION by Commissioner Shannon, SECOND by Commissioner Grant, to amend and adopt the agenda as follows:

- **Add item 1.2: Update on Local Cannabis Control Board**

VOTING: unanimous; motion carries.

1.2 Update on Local Cannabis Control Board

Commissioner Shannon said that the attorney for the State's Cannabis Control Board attended the Local Cannabis Control Commission meeting and answered questions about the authority of local cannabis control commissions with regards to cannabis. She noted that several state rule changes have been proposed and there is a public hearing on February 20, 2025, for any individuals who wish to attend.

2. CONSENT AGENDA

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

2.2 2024 Cannabis Renewal: Bern Legacy Dispensary (retailer license) and Float On (retailer license) – approve and authorize transmission of local approval of the following local cannabis control license renewals to the State Cannabis Control Board, subject to all municipal conditions currently in effect on such local licenses: Bern Legacy Dispensary (retailer license) and Float On (retailer license).

MOTION by Commissioner Shannon, SECOND by Commissioner Grant, to approve the consent agenda and take the actions indicated for items 2.1-2.2.

3. ADJOURNMENT

3.1 Motion to adjourn

The meeting adjourned without objection at 7:24 PM.

**BURLINGTON CITY COUNCIL
CITY HALL, CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
February 18, 2025
DRAFT**

MEMBERS PRESENT:

Joan Shannon
Sarah E Carpenter
Mark Barlow
Gene Bergman
Ben Traverse (via Zoom)
Melo Grant (via Zoom)
Carter Neubieser (via Zoom)
Joe Kane
Becca Brown McKnight
Evan Litwin
Marek Broderick

OTHERS PRESENT:

Emma Mulvaney-Stanak
Erin Jacobsen
Katherine Schad
Kim Sturtevant
Lori Olberg
Chapin Spencer
Charles Dillard
Karen Bastine
Dave Keelty
Brian Pine
Ashley Parker

1. CALL TO ORDER and AGENDA

The meeting was called to order by Acting City Council President Shannon at 6:11 PM.

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

- **remove from the consent agenda item 5.2. Accountability List - C/T and place it on the Deliberative Agenda as item 6.6;**
- **remove from the consent agenda item 5.20. Resolution: Acceptance And Approval Of The FY2024 Audit (Board of Finance).**

VOTING: unanimous; motion carries.

2. MAYOR – GENERAL CITY AFFAIRS (TO INCLUDE CLIMATE AND PUBLIC HEALTH & SAFETY EMERGENCY UPDATES)

2.1 Verbal Reports

Mayor Mulvaney-Stanak began by noting that the City and CVOEO operated an extreme cold weather shelter, given the cold weather and precipitation. She expressed appreciation to the staff that helped to open the Miller Center and operate the shelter overnight, and noted that the shelter served 65 people. She spoke about continuous process improvement in operating the shelter, as well as improving the policy that governs the shelter. She noted that because the shelter is operated using State funding, the criteria for its operating policy and the staffing for the shelter are strict.

Mayor Mulvaney-Stanak then provided an update on the recruitment process for the next Chief of Police. She announced that the new interim Chief of Police is Shawn Burke, who was the Chief of Police for the City of South Burlington. She said that because he had previously served at the BPD for 21 years, most recently as a Deputy Chief of Operations, this helps to ensure a smooth transition and continuity of leadership as the search for a permanent Chief of Police continues. She noted that the new interim Chief's values align with hers and her Administrations, in terms of prioritizing the rebuilding of the BPD. She also noted that the HR department has conducted a review of the salary for the Chief of Police position and found that Burlington is undercompensating the position. She noted that in anticipation of bringing on Interim Chief Burke, her Administration will be bringing an interim staffing proposal to the Board of Finance on March 10, which will also serve as a springboard to the work of hiring a permanent Chief. She noted that Interim Chief Burke will serve on a two-year contract (though she is hoping to bring on a permanent Chief by the end of 2025). She spoke about the firm that the City has hired for helping with the recruitment process for the new Police Chief.

Mayor Mulvaney-Stanak then provided an update on a new method of updating the community more completely on community safety efforts, which entails providing updates on the Fire Department, Police Department, and cross-City public health updates. She also spoke about the City's continued response to news coming from the federal government and the Trump Administration. She reiterated that the City of Burlington stands with all members of its community and remains committed to safety and inclusion, particularly to immigrants and refugees, as well as trans and other LGBTQIA members of the community. She also noted that the City's fair and impartial policing policy is still in effect, and that the Police Department will not proactively initiate civil immigration enforcement within the City of Burlington. She said the City has not been immune to the impacts of the Trump Administration's first few weeks, noting that two sizable federal grants have already been frozen, which impact the Burlington Electric Department and the Burlington Workforce Development Department. She said the City is working to identify all federal grants that might be in jeopardy and how to adapt locally. She added that the City is working to protect voter information for its all resident voting system. She ended by providing an update on the Overdose Prevention Center, noting continued engagement with partners in Providence, Rhode Island, who recently opened an Overdose Prevention Center of their own, to make sure the City understands the impacts as well as learning from their experience from any federal changes of policy or approach.

3. CITY COUNCIL – GENERAL CITY AFFAIRS (TO INCLUDE CLIMATE AND PUBLIC HEALTH & SAFETY EMERGENCY UPDATES)

3.1 Verbal Reports

Councilor Grant said the next Public Safety Committee meeting will be Thursday, February 20 at 5:30 PM. She expressed concern about the new focus on DEI and insinuations that people who are Black, brown, or are of differing gender or sexual identities are not qualified for their jobs or don't have meaningful experience or knowledge.

Councilor Litwin said that the Council received a request from the Board of Health, which has been working on the syringe literacy analysis and resolution, and requested that the deadline for their report back to the City Council be extended to some point in April.

4. PUBLIC FORUM: TIME CERTAIN: 6:30 PM

4.1. Verbal Comments

Forum opened at 6:31 PM.

COMMENTS:

Burlington residents (in person):

- Jeanne Keller spoke in opposition to agenda item 6.1, saying that Ward 1 neighbors cannot fathom Councilors voting in favor of this kind of development, especially when the City receives nothing out of the deal (no protection for green space, air space, mitigation of traffic impacts, no agreements for payments in lieu of taxes to offset infrastructure costs). She spoke about the elements that Ward 1 is not getting out of this agreement in terms of buffers, setbacks, etc.

- Jacob Alfar spoke as a former Community Service Officer who served in the Burlington Police Department for approximately 3 months. He said that he was terminated due to lack of fitness for the role, but he said he suspected that it was due to challenging poor leadership and bypassing a supervisor to consult the City Attorney. He noted selective enforcement, incompetence, resistance to change, and over-reliance on discretion to justify ineffectiveness at the BPD.
- Cynthia Cook spoke in opposition to the MOU with UVMMC, saying that it is one-sided and has significant benefits for the medical center but none for the City. She urged the City to vote against this version of the MOU and work to develop a version that is mutually beneficial. She cited significant increases in building height and substantially increased parking at the medical center as two areas of concern. She noted a lack of renderings, projections, and studies that would illustrate the effects of shading and nighttime lighting for the height of proposed buildings, as well as lack of traffic studies to show the impacts of increased traffic as a result of the increased parking contained within this MOU.
- Lee Morrigan spoke about how the Democratic caucus has brought forward a resolution that vilifies criminal behavior (but only when it's committed by the poor and unhoused), even though current members of the caucus have taken campaign donations from a wealthy convicted criminal. They said that if the issue was truly about safety, then the City would be focusing on housing, mental health care, and survival in extreme cold. They said that item 6.4 is a regressive right-wing policy that will kill members of the community.

Burlington residents (via Zoom):

- Lisa Lax spoke about the MOU between the City and UVMMC, expressing deep concern with any commitment to permit further building growth on UVMMC's campus. They cited the impacts of increased traffic and infrastructure as causes for this concern, as well as the increase in building height that will greatly impact the character of surrounding neighborhoods.
- Martha Lang spoke about the MOU with UVMMC, saying she supports quality healthcare at an affordable price but is opposed to the City entering into this MOU with UVMMC, given lack of accountability, high cost, and poor outcomes on the part of the Medical Center.
- Sharon Bushor spoke about the MOU with UVMMC. She spoke about the value of MOUs in general as a tool for the City to partner with institutions and entities to realize a common goal, and spoke about the many benefits of the City's MOU with UVMMC. She said that this amendment falls short in its lack of setbacks and buffer zones and height limits, expressing concern that it will negatively impact surrounding neighbors.

Non-Burlington residents (in person):

- Keren Sita spoke about ensuring that the interests and advancement of Black people is at the forefront of government.

Forum closed at 6:50 PM.

5. CONSENT AGENDA

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

5.2 Accountability List – C/T - **NOW DELIBERATIVE AGENDA ITEM 6.6**

5.3 December 9, 2024 Regular City Council Meeting Minutes, Draft – C/T – waive the reading, accept the communication, place it on file, and adopt the minutes as received at the February 10, 2025 Regular City Council Meeting.

5.4 December 16, 2024 Regular City Council Meeting Minutes, Draft – C/T - waive the reading, accept the communication, place it on file, and adopt the minutes as received at the February 10, 2025 Regular City Council Meeting.

5.5 December 16, 2024 Local Cannabis Control Commission Meeting Minutes, Draft – C/T - waive the reading, accept the communication, place it on file, and adopt the minutes as received at the February 10, 2025 Regular City Council Meeting.

5.6 December 16, 2024 Local Control Commission Meeting Minutes, Draft – C/T - waive the reading, accept the communication, place it on file, and adopt the minutes as received at the February 10, 2025 Regular City Council Meeting.

5.7 January 13, 2025 Regular City Council Meeting Minutes, Draft – C/T - waive the reading, accept the communication, place it on file, and adopt the minutes as received at the February 10, 2025 Regular City Council Meeting.

5.8 January 13, 2025 City Council With Mayor Presiding Meeting Minutes, Draft – C/T - waive the reading, accept the communication, place it on file, and adopt the minutes as received at the February 10, 2025 Regular City Council Meeting.

5.9 January 27, 2025 Full Board of Abatement of Taxes Meeting Minutes, Draft – C/T - waive the reading, accept the communication, place it on file, and adopt the minutes as received at the February 10, 2025 Regular City Council Meeting.

5.10 January 27, 2025 Regular City Council Meeting Minutes, Draft – C/T - waive the reading, accept the communication, place it on file, and adopt the minutes as received at the February 10, 2025 Regular City Council Meeting.

5.11 Chief's Report to the Burlington Fire Commission – waive the reading, accept the report, and place it on file.

5.12 Water Resources FY25 Personnel Reorganization – Creation of Meter to Cash Team – DPW – Water Resources - approve the 1. Reclassification of the Financial and Administrative Assistant – a Regular, Full-time, Non-Exempt, AFCSME, Grade 16 position, to the tiered Meter to Cash Analyst I/II positions as follows: a. Meter to Cash Analyst I, a Regular, Full-time, Non-Exempt, AFCSME, Grade 16, the first of two tiers for this position; and b. Meter to Cash Analyst II, a Regular, Full-time, Non-Exempt, AFCSME, Grade 17, the second of two tiers for this position; and 2. Creation of a tiered Meter to Cash Analyst I/II position as follows: a. Meter to Cash Analyst I, a Regular, Full-time, Non-Exempt, AFCSME, Grade 16, the first of two tiers for this position; and b. Meter to Cash Analyst II, a Regular, Full-time, Non-Exempt, AFCSME, Grade 17, the second of two tiers for this position.

5.13 Assessor's Final FY 2025 Grand List Report – approve the corrections found on the errors and omissions list provided.

5.14 Communication: Rev. Mark Hughes, re: Reparations Task Force - waive the reading and place the communication on file.

5.15 Communication: Martha Lang, re: UVMC's Land Use MOU is a One-Sided Deal in their Favor - waive the reading and place the communication on file.

5.16 Communication: Ashton MacKenzie, re: ASL is critical to public access! – waive the reading and place the communication on file.

5.17 Budget Amendment for 130 Bank Street Sales Tax Reallocation Funds (2024 award) for the BTC Public Improvements Project – CEDO/DPW - authorize the Director of Public Works or designee to request reimbursement in the amount of \$1,250,000 in 130 Bank Street Sales Tax Reallocation funds towards the BTC Public Improvements Project Budget and to accept the same, and to further authorize the Chief Administrative Officer or designee to effectuate all necessary budget amendments and transfers of funds in furtherance of securing this reimbursable state funding.

5.18 FIO Documents – for information only.

5.19 Resolution: Appointment Of Acting Ward Eight Ward Clerk And Acting Inspectors Of Election For Wards Three, Seven, And Eight for March 4th, 2025 Annual City Election (Councilor Traverse) – waive the reading and adopt the resolution.

5.20 Resolution: Acceptance And Approval Of The FY2024 Audit (Board of Finance) **AGENDA ITEM REMOVED**

MOTION by Councilor Bergman, SECOND by Councilor McKnight, to approve the consent agenda as amended and take the actions indicated for items 5.1-5.19.

VOTING: unanimous; motion carries.

6. DELIBERATIVE AGENDA

6.1 UVMC Memorandum of Understanding

Councilor Traverse recused himself from this agenda item due to a professional conflict of interest.

Mayor Mulvaney-Stanak began by noting that the previous administration had done pre-work related to this MOU in areas such as commitments to affordable housing for employees, stormwater mitigation, and commitments to preserve green space. She said that her Administration deliberately and thoughtfully reviewed the amendment to ensure that the City received additional benefits. She noted that one additional element speaks to minimum labor standards for any new construction at

UVMMC, to ensure livable and decent professional jobs for the construction workforce. She also noted additional elements related to climate, including transportation demand management provisions for employees and trying to decrease the impacts this has on local traffic, mitigating the impacts on climate of construction, and collaboration with Burlington Electric Department. She further noted commitments from UVMMC related to the City's water systems and infrastructure investment support.

Karen Bastine and Dave Keelty spoke on behalf of the University of Vermont Medical Center (UVMMC) related to this item. Mr. Keelty noted that UVMMC is not proposing any specific building projects at this juncture, but is trying to establish parameters for development for its long-range planning efforts. He said that due to demographic projections, they are anticipating higher demand for inpatient care, and that they'll need more parking and higher buildings to accommodate this future demand. He said that UVMMC is committed to mitigating impacts on congestion and that it will continue to innovate on solutions, including its leadership in CATMA. He also spoke about UVMMC's commitment to sustainable projects, transportation demand management, energy efficiency, housing affordability, and coordination with City departments. He also noted that any development proposals would have significant and rigorous oversight from the City. He spoke about the importance of the physical link between UVMMC and the Larner College of Medicine at UVM and noted that splitting the campus could lead to duplication of services and inefficiencies.

Ms. Bastine spoke about additional commitments from UVMMC, including an unlimited bus pass program for its employees, as well as better understanding water infrastructure needs and potential impacts on the City. She thanked the City Council for its input into the MOU amendment, as well as Ward 1 neighbors for their participation in work sessions. She acknowledged concerns from immediate neighbors about the future of the UVMMC campus, and said the Medical Center is committed to transparency.

Councilor Bergman thanked the Administration and UVMMC for their work on this MOU during the transition period for mayoral administrations. He expressed support for on-campus growth rather than suburbanization of the UVMMC campus and support for addressing patient care needs through this growth. He also noted the improvements in the MOU related to climate, labor, the local economy, and sustainability. He asked for confirmation that implicit references to the climate crisis, transportation demand management, and requirements related to the need to continue adhering to the City's zoning and permitting bylaws still apply. He asked how this MOU will deal with building height and setback issues. Director Dillard replied that building height and setback requirements still apply in this MOU (and that the setback is 15 feet from the right-of-way and building height limits are between 7 and 8 stories). He said that his office is proposing to conduct an area planning process to look into the proposed dimensions in a detailed fashion.

Councilor Grant expressed appreciation for the Mayor's additional work on this MOU, and agreed with many of Councilor Bergman's sentiments. She said that she would most certainly allow this type of development in the central district if it were her decision, given that the City has been focusing on building taller buildings recently in order to create density. She said the City needs housing units and that expansion by UVMMC will also create more jobs for the local economy. She noted that this is a voluntary agreement, not a contract.

Councilor Neubieser expressed the importance of MOUs with large institutions like UVMMC as a tool to protect the community and build productive working partnerships with these types of organizations. He also expressed appreciation for the work of City staff and hospital leadership on this MOU, but noted that he does not trust hospital leadership to put the community before its own interests. He acknowledged real gains around climate and labor protection and traffic management in this version of the MOU.

MOTION by Councilor Bergman, SECOND by Councilor Barlow, to approve and authorize the Mayor to sign the Memorandum of Understanding and Agreement between the City of Burlington and the University of Vermont Medical Center subject to the review and approval of the City Attorney's Office.

VOTING (by roll call): Councilor Barlow – aye, Councilor Bergman – aye, Councilor Broderick – aye, Councilor Carpenter – aye, Councilor Grant – aye, Councilor Kane – aye, Councilor

Litwin – aye, Councilor McKnight – aye, Councilor Neubieser – nay, Acting City Council President Shannon – aye, Councilor Traverse – recused (9 ayes, 1 nay, 1 recusal); motion carries.

6.2 Resolution: Support For The Second Amendment To Predevelopment Agreement For South End Coordinated Redevelopment (Councilors Traverse, Shannon)

Mayor Mulvaney-Stanak began by noting that this is the second amendment to the predevelopment agreement for the South End development project, and that it identifies a set of foundational objectives and design goals to inform continued study and collaboration. She said that this is an opportunity to intentionally design a neighborhood that focuses on the City's housing, climate, and affordability goals, with 20% of housing units required to be affordable, and a joint Planned Use Development plan between the parties. She said that this also provides for continued study of infrastructure challenges, needs, and opportunities on the site and in that area of the City, as well as exploring potential funding mechanisms. She noted that based on the outcome of this work, she anticipates being prepared to enter into a formal development agreement by summer 2025.

Director Pine said this would extend the existing predevelopment agreement that was executed last March by four months to allow for additional time to conduct assessment and due diligence. He said that the goal is a development agreement that would be ready for execution by mid-September.

MOTION by Councilor Traverse, SECOND by Councilor Carpenter, to waive the reading and adopt the resolution.

DISCUSSION:

- **Councilor Traverse expressed appreciation for the work on this project from the City, Champlain College, and Ride Your Bike, as well as their efforts to keep the Council updated on progress. He asked how the City intends to use the parcel of land it owns that is part of this project (on Sears Lane). He asked if the City plans to bring in third-party consultants and contracts to help conduct its portion of the feasibility assessments for the project, or whether those activities will be conducted in-house. Director Pine replied that the City has federal funds that have been obligated to put toward technical and legal services, as well as environmental consulting and design work to help advance the project.**
- **Councilor Bergman asked how the 20% affordable housing and about the mix of housing for the project, noting that family housing will be important, given the proximity to the school in the South End. He also asked about the impacts of a federal funding freeze from the Trump Administration, and continued to emphasize his focus on transportation demand management. Director Dillard replied that they have been working with Champlain College and Ride Your Bike on the concept of a mobility hub that would include significant indoor bike parking and a large bank of car-share cars, and that this project will be an opportunity to test the City's new TDM regulations that will likely be implemented by the time the development agreement is in place. Director Spencer said that DPW is most focused on infrastructure related to parking, traffic, and wastewater, all of which will have third-party consultants to put forward concepts that maximize value and address deficiencies for the City. Director Pine added that with respect to the federal funding freeze, they have not heard about impacts for this grant's funding. He also added that the City remains committed to expanding the number of family-sized units to support a diverse mix of households.**
- **Councilor Carpenter asked when staff anticipate providing further updates on the process, and Director Pine replied that they can report back sooner than late summer and provide a status update on infrastructure feasibility.**
- **Councilor Litwin asked staff to speak to how the Home Act goal and the bonds up for approval on the ballot intersect with this project. Director Pine replied that the Home Act goal for Burlington is to put an additional 5,000 units online, and this project would (depending on infrastructure and other zoning requirements) create around 1,400 units. Director Spencer noted that a key portion of the Lake Bond of \$152 million is largely targeted toward upgrading the City's wastewater plants, but also some upgrades that would more specifically increase the capacity needed by this**

development and other developments for the South End. He noted that a lack of voter approval for this bond would be an impediment to this development.

- Acting City Council President Shannon said that she would like any development agreement to require that the developer cover the City's permitting costs.

VOTING: unanimous; motion carries.

6.3 General Updates on Improvements and Grant Agreement & Contract Authorization To Support Fencing Installation at 1 North Avenue

MOTION by Councilor Carpenter, SECOND by Councilor McKnight, to 1. To authorize the Chief Administrative Officer to execute the Grant Agreement between the City and The Queen City Police Foundation in the amount of \$80,000 (no local match required) in support of the fencing installation project at 1 North Avenue; and 2. To authorize the Chief Administrative Officer to take all such further actions, including by taking any necessary steps to ensure the creation of the project budget reflecting the acceptance of the grant award, 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.

DISCUSSION:

- Mayor Mulvaney-Stanak said this relates to a fencing installation to ensure that the Police Department facility is safe, and thanked Ernie Pomerleau for his commitment to the City and being able to work with the Queen City Police Foundation to leverage this grant.
- Capital Programs Director Parker said this project is in response to serious safety concerns at 1 North Avenue, particularly around the Uniformed Service Bureau entrance to the building, and instances of attacks taking place there. She spoke about close coordination between City staff at the central facilities team, the Pomerleau foundation, and the Police Department to conduct surveys of the property to determine what type of fencing to install around the parking lot. She noted that the project received a permit from the Department of Permitting & Inspections on February 11 to proceed once the grant is authorized. She spoke about other facilities improvement projects underway at the Police Department building. She further spoke about various needs identified at that space that have been included in the City's Capital Plan, including expanding the dispatch area, renovations to accommodate the CARES team, and renovations to the men's and women's locker rooms. She said the City is engaging with a number of funding sources to creatively implement as many of these projects as possible to help with retention and recruitment efforts ongoing at the Police Department.
- Councilor McKnight expressed gratitude to the Pomerleau family for this donation, saying that their philanthropic commitment to the City's local nonprofits is unwavering, widespread, and nonpartisan. She said that this is also important, given the uncertainty of future federal funding for this type of work.
- Councilor Litwin expressed gratitude to the Pomerleau Foundation for this funding, given recent attacks on the facility and personnel at 1 North Avenue.
- Councilor Barlow thanked the Queen City Foundation and the Pomerleaus for their support.
- Councilor Bergman thanked the Mayor for being able to advance an initiative that prior administrations and police leadership were not able to achieve. He said the Council should continue to strive for consensus around community safety.

VOTING: unanimous; motion carries.

6.4 Resolution: The Establishment Of A Blue Ribbon Commission To Address Drug-Related Criminal Behavior (Councilors Traverse, Barlow, Carpenter, Litwin, McKnight, Shannon)

MOTION by Councilor Barlow, SECOND by Councilor McKnight, to waive the reading and adopt the resolution.

DISCUSSION:

- Councilor Barlow said this resolution operationalizes an idea that came from a community letter, and would stand up a blue-ribbon commission to address drug-related criminal behavior by empaneling a number of relevant experts appointed by the Mayor and City Council to consider a complex set of problems being faced by the community. He said that it is intended to complement community safety improvements efforts by the Administration. He noted that he would like to postpone this item until the Council's March 10, 2025 meeting so that the incoming interim Police Chief can review and weigh in on the resolution.

MOTION by Councilor Barlow, SECOND by Councilor McKnight, to postpone action on this item until the March 10, 2025 City Council meeting.

MOTION TO AMEND by Councilor Bergman, SECOND by Councilor Kane, to amend the postponement to the April 14, 2025 City Council meeting.

DISCUSSION ON AMENDMENT:

- Mayor Mulvaney-Stanak noted that Interim Chief Burke will not be able to take up this review until his start date of March 24, 2025, as he is currently focusing on South Burlington's transition plan and does not have capacity prior to his start date to begin work for the City. She encouraged the Council to consider April 14 as an appropriate date certain for deliberating on this item.
- Councilor Litwin expressed support for this, additionally noting that this will involve the next City Council with newly sworn-in members.
- Councilor Grant said this should be postponed even further, to allow for more engagement with stakeholders and subject matter experts (such as the State's Attorney for Chittenden County), as well as allowing Interim Chief Burke to become more acclimated.
- Councilor Traverse expressed support for postponing this item, but pushed back against claims that due diligence and lack of collaboration are the reason for postponement. He said that he has been speaking with the Mayor's Office about this item for a number of months, and that he has also been in touch with the State Attorney's Office and a number of the other parties that may be involved in this process to let them know of this potential postponement and further engagement with the Interim Police Chief prior to moving forward.
- Councilor Carpenter said that postponing this will allow for establishing a more feasible and realistic set of deadlines for activities within the resolution.
- Councilor Neubieser said postponing this until April 14th will allow the interim chief to provide input. He also said that he would have liked to have been made aware of this resolution as a member of the Public Safety Committee, and also asked which of the stakeholders listed in the resolution have been consulted to date, given that the list of them is extensive.

VOTING ON AMENDMENT (by roll call): Councilor Barlow – aye, Councilor Bergman – aye, Councilor Broderick – aye, Councilor Carpenter – aye, Councilor Grant – nay, Councilor Kane – aye, Councilor Litwin – aye, Councilor McKnight – aye, Councilor Neubieser – aye, Acting City Council President Shannon – nay, Councilor Traverse – aye (9 ayes, 2 nays); motion carries.

VOTING ON POSTPONEMENT AS AMENDED: (by roll call): Councilor Barlow – aye, Councilor Bergman – aye, Councilor Broderick – aye, Councilor Carpenter – aye, Councilor Grant – nay, Councilor Kane – aye, Councilor Litwin – aye, Councilor McKnight – aye, Councilor Neubieser – aye, Acting City Council President Shannon – aye, Councilor Traverse – aye (10 ayes, 1 nay); motion carries.

6.5 Fence Viewer Appointments (2): Term Expires 6/30/25

MOTION by Councilor Barlow to nominate Vikas Mangipudi.

VOTING: unanimous; motion carries.

Vikas Mangipudi was appointed as a Fence Viewer.

MOTION by Councilor Barlow to nominate Jamie Seiffer.

VOTING: unanimous; motion carries.

Jamie Seiffer was appointed as a Fence Viewer.

6.6 Accountability List – C/T **WAS CONSENT AGENDA ITEM 5.2**

MOTION by Councilor Litwin, SECOND by Councilor McKnight, to waive the reading, accept the communication, and place it on file.

DISCUSSION:

- Councilor Litwin noted that the public safety hub resolution passed last fall was left off the accountability list and asked that it be included on the list. He noted his concern that the resolution asked for a report back date of January 21, 2025, and that this date has passed. He said that this item was only agendaized once on December 19, 2024 at the Public Safety Committee and he expressed concern that substantive action has not been taken on this resolution.
- Councilor Litwin made a friendly amendment to add the Public Safety Hub resolution to the Accountability List.
- Councilor Barlow noted that he and Councilor Grant have discussed revisiting this item at the Public Safety Committee.
- Councilor Grant noted that the priority has been to continue to grant access to the public at 1 North Avenue, but that she will continue her outreach and provide an update and discussion at the next Public Safety Committee meeting.

VOTING: unanimous; motion carries.

7. COMMITTEE REPORTS

7.1. Verbal reports

Councilor Barlow noted that the Transportation, Energy, and Utilities Committee will be meeting on February 24 at 7:00 PM.

Councilor Grant noted that the Racial Equity, Inclusion, and Belonging Committee will be meeting on February 25. She further noted that the Black Experience event is happening this Saturday with events throughout town (and Winooski), with lunch, catered dinner, and an event with Ta-Nehisi Coates at the Flynn Theater in the evening.

Acting City Council President Shannon noted that the Ordinance Committee will be meeting on February 20 at 1:00 PM to discuss the Vacant Buildings Ordinance and the Champlain College bed cap and performing arts centers in the Enterprise Zone.

8. CITY COUNCIL PRESIDENT – COUNCIL UPDATES

8.1. Verbal reports

None.

9. ADJOURNMENT

9.1 Motion to Adjourn

The meeting adjourned without objection at 9:02 PM.

RScty: AACoonradt

**BURLINGTON BOARD OF CIVIL AUTHORITY
CITY HALL , CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
February 18, 2025
DRAFT**

MEMBERS PRESENT:

Joan Shannon
Sarah E Carpenter
Mark Barlow
Gene Bergman
Ben Traverse (via Zoom)
Melo Grant (via Zoom)
Carter Neubieser (via Zoom)
Joe Kane
Becca Brown McKnight
Evan Litwin
Marek Broderick
Emma Mulvaney-Stanak

OTHERS PRESENT:

Erin Jacobsen
Joe Magee
Katherine Schad
Jessica Brown
Lori Olberg
Keaton Knowles

1. CALL TO ORDER and AGENDA

City Council President Traverse called the meeting to order at 7:28 PM.

1.1 Motion to amend/adopt agenda

MOTION by Councilor Bergman, SECOND by Councilor Litwin, to adopt the agenda.

VOTING: unanimous; motion carries.

2. CONSENT AGENDA

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

2.2 Resolution: Appointment of Assistant Election Officials for March 4th, 2025 Annual City Election (Councilor Traverse) – waive the reading and adopt the resolution.

MOTION by Councilor Bergman, SECOND by Councilor Barlow, to adopt the consent agenda and take the actions indicated for items 2.1-2.2.

VOTING: unanimous; motion carries.

3.0 ADJOURNMENT

3.1 Motion to Adjourn

The meeting was adjourned without objection at 7:29 PM.

**BURLINGTON CITY COUNCIL WITH MAYOR PRESIDING
CITY HALL , CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
February 18, 2025
DRAFT**

MEMBERS PRESENT:

Joan Shannon
Sarah E Carpenter
Mark Barlow
Gene Bergman
Ben Traverse (via Zoom)
Melo Grant (via Zoom)
Carter Neubieser (via Zoom)
Joe Kane
Becca Brown McKnight
Evan Litwin
Marek Broderick
Emma Mulvaney-Stanak

OTHERS PRESENT:

Erin Jacobsen
Katherine Schad
Jessica Brown
Lori Olberg

1. CALL TO ORDER and AGENDA

The meeting was called to order by Mayor Mulvaney-Stanak at 7:29 PM.

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

VOTING: unanimous; motion carries.

2. CONSENT AGENDA

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

2.2 Board and Commission Openings – C/T – waive the reading, accept the communication, and place it on file.

MOTION by Councilor Barlow, SECOND by Councilor Grant, to adopt the consent agenda and take the actions as indicated for items 2.1-2.2.

VOTING: unanimous; motion carries.

3. 2025 COMMISSION APPOINTMENTS

3.1 Parks and Recreation Commission: Term Expires 6/30/26

MOTION by Councilor Barlow to nominate David Maher.

Mr. Maher spoke briefly about his background, experience, and interest in serving on the Parks and Recreation Commission and representing the New North End.

VOTING ON MR. MAHER’S NOMINATION (by roll call): Councilor Barlow – aye, Councilor Bergman – abstain, Councilor Broderick – abstain, Councilor Carpenter – abstain, Councilor Grant – abstain, Councilor Kane – abstain, Councilor Litwin – abstain, Councilor McKnight – abstain, Councilor Neubieser – nay, Acting City Council President Shannon – aye, Councilor

Traverse – abstain, Mayor Mulvaney-Stanak - nay (2 ayes, 2 nays, 8 abstentions); motion fails.

MOTION by Councilor McKnight to nominate Katie Flanagan Mobley.

VOTING ON MS. FLANAGAN-MOBLEY’S NOMINATION (by roll call): Councilor Barlow – abstain, Councilor Bergman – aye, Councilor Broderick – aye, Councilor Carpenter – aye, Councilor Grant – aye, Councilor Kane – aye, Councilor Litwin – aye, Councilor McKnight – aye, Councilor Neubieser – aye, Acting City Council President Shannon – abstain, Councilor Traverse – aye, Mayor Mulvaney-Stanak - aye (10 ayes, 2 abstentions); motion carries.

3.2 Police Commission: Term Expires 6/30/26

MOTION by Councilor Carpenter to nominate Michaela Finneran.

Ms. Finneran spoke briefly about her background, experience, and interest in serving on the Police Commission. Councilor Neubieser asked if Ms. Finneran would be supportive of additional community oversight of the Police Department, and Ms. Finneran replied in the affirmative.

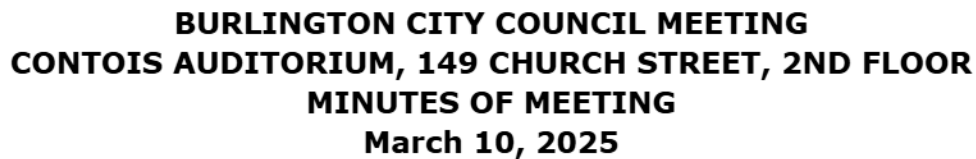
VOTING ON MS. FINNERAN’S NOMINATION (by roll call): Councilor Barlow – aye, Councilor Bergman – aye, Councilor Broderick – aye, Councilor Carpenter – aye, Councilor Grant – aye, Councilor Kane – aye, Councilor Litwin – aye, Councilor McKnight – aye, Councilor Neubieser – aye, Acting City Council President Shannon – aye, Councilor Traverse – aye, Mayor Mulvaney-Stanak - aye (12 ayes); motion fails.

4. ADJOURNMENT

4.1 Motion to Adjourn

The meeting adjourned at 7:45 PM.

RScty: AACoonrad



Subject 2.1. Verbal reports

Meeting March 10, 2025 - Regular City Council Meeting - Monday, March 10, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 2. Mayor - General City Affairs (to include Climate and Public Health & Safety Emergency Updates: up to 10 mins.)

Department Council and Board

Type Information

2.1. Verbal reports

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

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

Subject 3.1. Verbal reports

Meeting March 10, 2025 - Regular City Council Meeting - Monday, March 10, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 3. 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

3.1. Verbal reports

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

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

City Council President Traverse opened the Public Forum at 6:30 pm.

Subject 4.1. Verbal Comments

Meeting March 10, 2025 - Regular City Council Meeting - Monday, March 10, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 4. 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

4.1. Verbal Comments

Burlington Residents in Person:

Julie Macuga: overdose prevention sites, not in favor of 6.4
Aspen Kupper: not in favor of 6.4
Catherine Bock: support for Melo Grant
Romeo Von Hermann: in favor of 6.3
LeeAnn Tiffaint: in support of 6.4
Amy Malinowski: support of Melo/not in favor of 6.4
Stephen Chisa: support of Councilor Grant/not in favor of 6.4
Sequoyah Peace: not in favor of 6.4
Emma Wall Kouri: not in favor of 6.4
Faried: public safety/support of Melo Grant
Andre Clark: not in favor of 6.4
Anna Wageling: not in favor of 6.4
Lee Morrigan: not in favor of 6.4/support for Melo
Rachel Siegel: not in favor of 6.4/support for Melo (rock star)
Greg Barreda: not in favor of 6.4
Aspen Overy: not in favor of 6.4

Non Burlington Resident In Person:

Bruce Wilson: graffiti clean up (May 15th)

Non Burlington Resident (on line):

Keren Sita: Melo Grant you are cute

Burlington Resident (on line):

Andrew Kranichfeld: not in favor of 6.4

City Council President Traverse closed the Public Forum at 7:11 pm.

5. Consent Agenda

5. Consent Agenda

Subject	5.1. Motion to adopt the consent agenda (as amended) and take the actions indicated
Meeting	March 10, 2025 - Regular City Council Meeting - Monday, March 10, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Council and Board
Type	Action (Consent) Procedural
Recommended Action	Motion to adopt the consent agenda and take the actions as indicated
5.1. Motion to adopt the consent agenda (as amended) and take the actions indicated	
Motion made by Councilor Bergman, seconded by Councilor Shannon, to adopt the consent agenda (as amended) and take the actions indicated.	
City Council President Traverse noted that consent agenda item 5.16. will be postponed to the March 24th City Council Meeting.	
Motion passed unanimously.	

Subject	5.2. Accountability List - C/T
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Meeting March 10, 2025 - Regular City Council Meeting - Monday, March 10, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. 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

5.2. Accountability List - C/T

Subject 5.3. Communication: Justin Charbonneau, re: Road Safety/Public Safety

Meeting March 10, 2025 - Regular City Council Meeting - Monday, March 10, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department Clerk/Treasurer's Office

Type Action (Consent)
Communication

Recommended Action waive the reading and place the communication on file

5.3. Communication: Justin Charbonneau, re: Road Safety/Public Safety

Subject 5.4. Communication: Cindy Cook, re: Comments on Draft MOU w/UVMMC 2/18/25

Meeting March 10, 2025 - Regular City Council Meeting - Monday, March 10, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department Clerk/Treasurer's Office

Type Action (Consent)
Communication

Recommended Action waive the reading and place the communication on file

5.4. Communication: Cindy Cook, re: Comments on Draft MOU w/UVMMC 2/18/25

Subject 5.5. Communication: Gretchen Galbraith, re: Blue Ribbon Commission resolution

Meeting March 10, 2025 - Regular City Council Meeting - Monday, March 10, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department Clerk/Treasurer's Office

Type Action (Consent)
Communication

Recommended Action waive the reading and place the communication on file

5.5. Communication: Gretchen Galbraith, re: Blue Ribbon Commission resolution

Subject 5.6. Communication: Jeanne Keller, Ward One, re: Comments regarding vote on proposed UVM-MC MOU 2/18/25

Meeting March 10, 2025 - Regular City Council Meeting - Monday, March 10, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department Clerk/Treasurer's Office

Type Action (Consent)
Communication

Recommended Action waive the reading and place the communication on file

5.6. Communication: Jeanne Keller, Ward One, re: Comments regarding vote on proposed UVM-MC MOU 2/18/25

Subject 5.7. Reclassification and Retitling an Assistant City Attorney to Assistant City Attorney - Director of General Government & Transactional Services - City Attorney

Meeting March 10, 2025 - Regular City Council Meeting - Monday, March 10, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department City Attorney

Type Action (Consent)
Communication

Recommended Action to approve the reclassification and retitling from Assistant City Attorney to Assistant City Attorney – Director of General Government & Transactional Services, Regular, Full-time, Exempt, Non-Union, Grade 26

5.7. Reclassification and Retitling an Assistant City Attorney to Assistant City Attorney - Director of General Government & Transactional Services - City Attorney

Subject 5.8. Creation of one new CEDO position within the CJC - CEDO/CJC/HR

Meeting March 10, 2025 - Regular City Council Meeting - Monday, March 10, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department Community & Economic Development Office (CEDO)

Type Action (Consent)
Communication

Recommended Action to approve the creation of a second Reentry Coordinator position within CEDO, a Regular Service, Full-time, Union, Grade 16, position

5.8. Creation of one new CEDO position within the CJC - CEDO/CJC/HR

Subject 5.9. FY24 City of Burlington TIF District Reports to the Vermont Economic Progress Council (VEPC) - C/T

Meeting March 10, 2025 - Regular City Council Meeting - Monday, March 10, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department Clerk/Treasurer's Office

Type Action (Consent)

Recommended Action Motion: To accept the staff report.
(No further action is required by the Board of Finance or City Council. State law merely requires presentation of this information to you.)

5.9. FY24 City of Burlington TIF District Reports to the Vermont Economic Progress Council (VEPC) - C/T

Subject 5.10. Communication: Justine Sears, Member, Public Works Commission, re: Stepping down

Meeting March 10, 2025 - Regular City Council Meeting - Monday, March 10, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department Clerk/Treasurer's Office

Type Action (Consent)
Communication

Recommended Action waive the reading, accept the communication, place it on file, advertise the vacancy in Seven Days and send a letter of appreciation to Justine Sears thanking her for her time served as a Member of the Public Works Commission

5.10. Communication: Justine Sears, Member, Public Works Commission, re: Stepping down

Subject 5.11. Creation of Limited Service Interim Chief of Police Position - Mayor's Office

Meeting March 10, 2025 - Regular City Council Meeting - Monday, March 10, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category	5. Consent Agenda
Department	Mayor's Office
Type	Action (Consent)
Recommended Action	to approve the hiring of Shawn Burke and creation of an Interim Chief of Police, a Limited Service, Non-union, Full-time, Exempt position

5.11. Creation of Limited Service Interim Chief of Police Position - Mayor's Office

Subject	5.12. Conservation Legacy Fund Nature Based Solutions (CLF NBS) Grant: recommendation for funding - BPRW/DPI **AGENDA ITEM REMOVED**
Meeting	March 10, 2025 - Regular City Council Meeting - Monday, March 10, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. 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

5.12. Conservation Legacy Fund Nature Based Solutions (CLF NBS) Grant: recommendation for funding - BPRW/DPI ****AGENDA ITEM REMOVED****

Subject	5.13. Declaration of Election Results Questions on the Ballot Annual City Election - March 4, 2025 - C/T
Meeting	March 10, 2025 - Regular City Council Meeting - Monday, March 10, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. 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

5.13. Declaration of Election Results Questions on the Ballot Annual City Election - March 4, 2025 - C/T

Subject **5.14. Declaration of Elected Candidates Annual City Election - March 4, 2025 - C/T**

Meeting March 10, 2025 - Regular City Council Meeting - Monday, March 10, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. 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

5.14. Declaration of Elected Candidates Annual City Election - March 4, 2025 - C/T

Subject **5.15. Parking Garage Security Contract Extension through FY25 - DPW - Division of Parking and Traffic **NOW AGENDA ITEM 6.5.****

Meeting March 10, 2025 - Regular City Council Meeting - Monday, March 10, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department Public Works Department

Type Action (Consent)

Recommended Action to authorize the Director of Public Works to execute an amendment to the FY24-FY25 contract with Green Mountain Concert Services for security services at the Marketplace Garage and Downtown Garage, extending the contract through September 30, 2025 for up to an additional \$115,000 in authorized expenditure, for a total authorized contract value not to exceed \$395,000, subject to review and approval by the City Attorney's Office and approval by the Chief Administrative Office for compliance with the City's procurement and expenditure policies

5.15. Parking Garage Security Contract Extension through FY25 - DPW -Division of Parking and Traffic ****NOW AGENDA ITEM 6.5.****

Subject **5.16. Westlake Area Condominium Association - DPW - Division of Parking and Traffic**

Meeting March 10, 2025 - Regular City Council Meeting - Monday, March 10, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department Public Works Department

Type Action (Consent)

Recommended Action to authorize the Division Director of Parking and Traffic, or their designee, to be appointed to exercise both the City's and BCDC's votes on the WACA Board of Directors

5.16. Westlake Area Condominium Association - DPW - Division of Parking and Traffic

Subject 5.17. FIO Documents

Meeting March 10, 2025 - Regular City Council Meeting - Monday, March 10, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department Clerk/Treasurer's Office

Type Action (Consent)
Communication
Information

Recommended Action for information only

5.17. FIO Documents

Subject 5.18. Acceptance of Sidewalk Dedication from School Department - City Attorney's Office

Meeting March 10, 2025 - Regular City Council Meeting - Monday, March 10, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department City Attorney

Type Action (Consent)
Resolution

Recommended Action to waive the reading and adopt the proposed resolution conditionally accepting the School District's dedication of sidewalks to be located at the high school property along North Avenue and Institute Road

5.18. Acceptance of Sidewalk Dedication from School Department - City Attorney's Office

Subject 5.19. Resolution: Ratification Of Appointment Of Acting Inspectors Of Election For Wards Three And Four Re: March 4th, 2025 Annual City Election (Councilor Traverse)

Meeting March 10, 2025 - Regular City Council Meeting - Monday, March 10, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department Clerk/Treasurer's Office

Type Action (Consent)
Resolution

Recommended Action waive the reading and adopt the resolution

5.19. Resolution: Ratification Of Appointment Of Acting Inspectors Of Election For Wards Three And Four Re: March 4th, 2025 Annual City Election (Councilor Traverse)

Subject 5.20. Resolution: Release Of Certain Glebe And Perpetual Lease-Land Interests And Revision of The City Of Burlington Perpetual Lease Land Interests List (Councilor Traverse)

Meeting March 10, 2025 - Regular City Council Meeting - Monday, March 10, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department City Attorney

Type Action (Consent)
Resolution

Recommended Action waive the reading and adopt the resolution

5.20. Resolution: Release Of Certain Glebe And Perpetual Lease-Land Interests And Revision of The City Of Burlington Perpetual Lease Land Interests List (Councilor Traverse)

Subject 5.21. Resolution: Acceptance And Approval Of The FY2024 Audit (Board of Finance)

Meeting March 10, 2025 - Regular City Council Meeting - Monday, March 10, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department Clerk/Treasurer's Office

Type Action (Consent)
Resolution

Recommended Action move to recommend that the City Council adopt the attached resolution related to the FY24 Audit

5.21. Resolution: Acceptance And Approval Of The FY2024 Audit (Board of Finance)

6. Deliberative Agenda

6. Deliberative Agenda

Subject 6.1. Public Hearing Regarding ZA-25-05 Champlain College Bed Caps

Meeting March 10, 2025 - Regular City Council Meeting - Monday, March 10, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 6. Deliberative Agenda

Department Planning

Type Public Hearing

Recommended Action open Public Hearing
 close Public Hearing

6.1. Public Hearing Regarding ZA-25-05 Champlain College Bed Caps
City Council President Traverse opened the Public Hearing at 7:20 pm; closed at 7:20 pm. Nic Anderson from Champlain College was on line to answer any questions.

Subject 6.2. Ordinance: CDO Champlain College Bed Caps ZA-25-05 (Office of City Planning, Planning Commission, Ordinance Committee)

Meeting March 10, 2025 - Regular City Council Meeting - Monday, March 10, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 6. Deliberative Agenda

Department Planning

Type Action
 Ordinance - Second Reading

Recommended Action waive the reading and adopt the ordinance as amended by the Ordinance Committee

6.2. Ordinance: CDO Champlain College Bed Caps ZA-25-05 (Office of City Planning, Planning Commission, Ordinance Committee)
Motion made by Councilor Shannon, seconded by Councilor McKnight, to waive the reading and adopt the ordinance as amended by the Ordinance Committee. Motion passed unanimously.

Subject 6.3. Resolution: Green Mountain Transit Funding And Sustainability (Councilors Barlow, Bergman, Broderick, Litwin, Shannon, Carpenter, Kane, Grant)

Meeting March 10, 2025 - Regular City Council Meeting - Monday, March 10, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 6. Deliberative Agenda

Department Council and Board

Type Action
 Resolution

Recommended Action waive the reading and adopt the resolution

6.3. Resolution: Green Mountain Transit Funding And Sustainability (Councilors Barlow, Bergman, Broderick, Litwin, Shannon, Carpenter, Kane, Grant)
Motion made by Councilor Barlow, seconded by Councilor Litwin, to waive the reading and adopt the resolution. Motion passed unanimously.

Subject **6.4. Resolution: Guaranteeing Access To City-Owned Buildings And Programs For City Councilors (Councilors Shannon, Litwin)**

Meeting March 10, 2025 - Regular City Council Meeting - Monday, March 10, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 6. Deliberative Agenda

Department Council and Board

Type Action
Resolution

Recommended Action waive the reading and adopt the resolution

6.4. Resolution: Guaranteeing Access To City-Owned Buildings And Programs For City Councilors (Councilors Shannon, Litwin)

Motion made by Councilor Shannon, seconded by Councilor Litwin, to waive the reading and adopt the resolution (amended version).

Motion made by Councilor Carpenter, seconded by Councilor Barlow, to postpone action to the March 24th City Council Meeting.

In favor: Councilors Barlow, Carpenter, Litwin, McKnight, Shannon and City Council President Traverse.

Not in favor: Councilors Bergman, Broderick, Grant, Kane and Neubieser.

Motion passed 6:5.

Subject **6.5. Parking Garage Security Contract Extension through FY25 - DPW - Division of Parking and Traffic **WAS CONSENT AGENDA ITEM 5.15.****

Meeting March 10, 2025 - Regular City Council Meeting - Monday, March 10, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 6. Deliberative Agenda

Department Public Works Department

Type Action

Recommended Action to authorize the Director of Public Works to execute an amendment to the FY24-FY25 contract with Green Mountain Concert Services for security services at the Marketplace Garage and Downtown Garage, extending the contract through September 30, 2025 for up to an additional \$115,000 in authorized expenditure, for a total authorized contract value not to exceed \$395,000, subject to review and approval by the City Attorney's Office and approval by the Chief Administrative Office for compliance with the City's procurement and expenditure policies

6.5. Parking Garage Security Contract Extension through FY25 - DPW - Division of Parking and Traffic
****WAS CONSENT AGENDA ITEM 5.15.****

Motion made by Councilor Grant, seconded by Councilor Bergman, to authorize the Director of Public Works to execute an amendment to the FY24-FY25 contract with Green Mountain Concert Services for security services at the Marketplace Garage and Downtown Garage, extending the contract through September 30, 2025 for up to an additional \$115,000 in authorized expenditure, for a total authorized contract value not to exceed \$395,000, subject to review and approval by the City Attorney's Office and approval by the Chief Administrative Office for compliance with the City's procurement and expenditure policies. Motion passed unanimously.

7. Committee Reports

7. Committee Reports

Subject **7.1. Verbal reports**

Meeting March 10, 2025 - Regular City Council Meeting - Monday, March 10, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 7. Committee Reports

Department Council and Board

Type Information

7.1. Verbal reports

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

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

Subject **8.1. Verbal reports**

Meeting March 10, 2025 - Regular City Council Meeting - Monday, March 10, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 8. City Council President - Council Updates (up to 5 mins.)

Department Council and Board

Type Information

8.1. Verbal reports

9. Adjournment

9. Adjournment

Subject **9.1. Motion to adjourn**

Meeting March 10, 2025 - Regular City Council Meeting - Monday, March 10, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 9. Adjournment

Department Council and Board

Type Action
Procedural

Recommended Action Motion to adjourn

9.1. Motion to adjourn

City Council President Traverse adjourned the meeting at 8:51 pm.

10. Informational and Non-Discrimination Statements

10. Informational and Non-Discrimination Statements

Subject	10.1. 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 10, 2025 - Regular City Council Meeting - Monday, March 10, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	10. Informational and Non-Discrimination Statements
Department	Council and Board
Type	Information

10.1. 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.



**BURLINGTON BOARD OF CIVIL AUTHORITY
CONTOIS AUDITORIUM, 149 CHURCH STREET, 2ND FLOOR
MINUTES OF MEETING
March 10, 2025**

1. Agenda

1. Agenda

Mayor Mulvaney-Stanak convened the meeting at 7:12 pm.

Members present: All City Councilors

Others present: Lori Olberg, Joe Magee, Chapin Spencer, Jessica Brown, Brian Pine, Charles Dillard

Subject

1.1. Motion to adopt agenda

Meeting

March 10, 2025 - Board of Civil Authority Meeting - Monday, March 10, 2025, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category

1. Agenda

Department

Council and Board

Type

Action
Procedural

Recommended Action Motion to adopt agenda

1.1. Motion to adopt agenda

Motion made by Councilor Bergman, seconded by Councilor Traverse, to adopt the agenda as presented. Motion passed unanimously.

2. Consent Agenda

2. Consent Agenda

Subject

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

Meeting

March 10, 2025 - Board of Civil Authority Meeting - Monday, March 10, 2025, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category

2. Consent Agenda

Department

Council and Board

Type

Action (Consent)
Procedural

Recommended Action Motion to adopt the consent agenda and take the actions indicated

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

Motion made by Councilor Bergman, seconded by Councilor Traverse, to adopt the consent agenda and take the actions indicated. Motion passed unanimously.

Subject	2.2. Resolution: Ratification Of Appointment Of Assistant Election Officials Re: March 4th, 2025 Annual City Election (Councilor Traverse)
Meeting	March 10, 2025 - Board of Civil Authority Meeting - Monday, March 10, 2025, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	2. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Resolution

Recommended Action waive the reading and adopt the resolution

2.2. Resolution: Ratification Of Appointment Of Assistant Election Officials Re: March 4th, 2025 Annual City Election (Councilor Traverse)

3. Adjournment

3. Adjournment

Subject	3.1. Motion to adjourn
Meeting	March 10, 2025 - Board of Civil Authority Meeting - Monday, March 10, 2025, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	3. Adjournment
Department	Council and Board
Type	Action Procedural

Recommended Action Motion to adjourn

3.1. Motion to adjourn

Mayor Mulvaney-Stanak adjourned the meeting at 7:14 pm.

Recommended Action Motion to adopt the consent agenda and take the actions indicated

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

Motion made by Commissioner Shannon, seconded by Commissioner Grant, to adopt the consent agenda and take the actions indicated. Motion passed unanimously.

Subject 2.2. First, Second and Third Class Liquor License Renewals (2025-2026): see attached list

Meeting March 10, 2025 - Local Control Commission Meeting - Monday, March 10, 2025, 7:05 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 2. Consent Agenda

Department Clerk/Treasurer's Office

Type Action (Consent)

Recommended Action approve the 2025-2026 First, Second and Third Liquor License Renewals as listed with all standard conditions

2.2. First, Second and Third Class Liquor License Renewals (2025-2026): see attached list

3. Adjournment

3. Adjournment

Subject 3.1. Motion to adjourn

Meeting March 10, 2025 - Local Control Commission Meeting - Monday, March 10, 2025, 7:05 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 3. Adjournment

Department Council and Board

Type Action
Procedural

Recommended Action Motion to adjourn

3.1. Motion to adjourn

City Council President Traverse adjourned the meeting at 7:14 pm.

Presentation

2.1. FY26 Budget Presentation and ModernGov Update - C/T (40 mins.)
IT Director Barker and CAO Schad presented.

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

2.2. Impact Fees - C/T (15 mins.)
Capital Director Parker and Assistant City Attorney Ramashkrishnan presented. The rules were suspended and this agenda item was moved to 2.1.

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

2.3. Memorial Block Update - BWD (15 mins.)
BWD Director Alnasrawi and CEDO Director Pine presented along with consultant Samantha DUnn and Joe Larkin.

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

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

City Council President Traverse opened Public Forum at 6:35 pm.
City Council President Traverse closed Public Forum at 7:21 pm.

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

3.1. Verbal Comments

BTV Residents (in person):

Andy Tracy: Ward 4, in support of 7.4 and 7.5
 Dave Maher: Ward 4, recognition of Joan Shannon
 Carolyn Bates: Ward 5, thank you to Joan Shannon/inclusionary zoning/Ukraine/climate change
 Lori Kettler: in support of 7.5
 Andre Clark: shelters/motel: letter to governor
 Kurt Wright: Joan Shannon
 Jane Knodell: Joan Shannon
 Dave Berenziak: Joan Shannon
 Todd DeLuca: Joan Shannon-thanking her for her service/inclusionary zoning
 Solveig Overby: "Work Session" Memorial Block Update
 Brett Yates: do not get rid of recycling
 Michelle Sagalchik: Ward 6, cutting recycling not ok, agenda item 2.1
 Michael Long: Memorial Auditorium
 Ed Adrian: Joan Shannon
 Jak Tiano: Pine Street and Memorial Block
 David "Dave" Hartnett: Joan Shannon
 Theo Theodore Wheeland: privatizing recycling

BTV Residents (online):

Leeanne Siart: Ward 4, in support of 7.5
 Danie Palermo: Ward 2 resident, in support of 7.5
 Sharon Bushor: in support of 7.4 and 7.5/Memorial/Joan Shannon

Non-BTV Resident (in person):

Norm Blais: Joan Shannon

Non BTV Residents (online):

Kelly Devine: not on line
 Keren Sita: women don't know how to compete

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

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
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

4.1. Verbal reports

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

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

5.1. Verbal reports

6. Consent Agenda

6. Consent Agenda

Motion made by Councilor Bergman, seconded by Councilor Barlow, to adopt the consent agenda as amended and take the actions indicated. Motion passed unanimously.

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

6.1. 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

6.2. Accountability List - C/T

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

6.3. Communication: LeeAnn Tiffault, re: Support for Resolution 6.4 (3/10 cc public forum)

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

6.4. Indoor and Outdoor Entertainment Permit Renewals (2025-2026): see attached list

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

6.5. Tobacco License and Tobacco Substitute Endorsement License Renewals (2025-2026): see attached list

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

6.6. CityPlace Burlington - Third Amendment to License Agreement and Encumbrance Permit - Bank and Cherry Street Right-of-Way - DPW

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

6.7. Department of Public Works - 266 College Street - Encumbrance Permit Request - DPW

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

6.8. Conservation Legacy Fund Nature Based Solutions (CLF NBS) Grant: recommendation for funding - BPRW/DPI

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.

6.9. Great Streets Main Street - Sewer Budget - DPW ****NOW DELIBERATIVE AGENDA ITEM 7.3.****

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."

6.10. Request for Authorization to Sign a Lease Agreement with Kestrel Coffee Roasters, LLC - Airport

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

6.11. Designation of Staff to Issue Municipal Tickets - City Attorney's Office

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.

6.12. CY25 Paving Contract - Authorization to Award - DPW

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

6.13. New ADA Interactive Process Policy and Market Factor policy to be included in the City of Burlington Comprehensive Personnel Policy Manual - HR

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

6.14. Communication: Solveig Overby, re: 3/8/2024 Talk on Contemporary Policing by new Interim Police Chief Shawn Burke

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

6.15. 2nd tranche of BED FEMA Grant for July 2023 flooding damage - BED

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

6.16. Communication: Emma Vaughn, CCRPC, re: CCRPC Bylaw Update for Municipal Review - Comments Due April 30

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

6.17. Resolution: Allocation Of Bond Proceeds For Public Improvements - Rock Point Bridge Project (Board of Finance)

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.

6.18. Rock Point Bridge - Authorization to Amend Construction Contract and Proposed Budget Amendment - DPW

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

6.19. FIO Documents

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

6.20. Reclassification of Associate City Clerk - C/T

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

6.21. Westlake Area Condominium Association Appointments - DPW/CEDO

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

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

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

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

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

6.24. Regular Schedule of Meetings of the Board of Finance and City Council through January 5, 2026 - C/T

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."

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

7. Deliberative Agenda

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)
7.1. Tobacco License and Tobacco Substitute Endorsement License (2025-2026); JRY Burlington Store Corporation, 166 North Street Motion made by Councilor Shannon, seconded by Councilor Broderick, to approve the 2025-2026 Tobacco License Application and Tobacco Substitute Endorsement License Application for JRY Burlington Store Corporation, d/b/a The Shopping Bag, 166 North Street. Motion passed unanimously.	

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

7.2. Budget Authorization for Phase 1 of the Public Health & Safety Building Project - Capital/BWD (20 mins.)
Capital Director Ashley Parker spoke to this agenda item.
Amended motion made by Councilor Barlow, seconded by Councilor Carpenter, to authorize the Chief

Administrative Officer, or her designee, to effectuate necessary budget amendments and transfer of fund in the amount of ~~\$200,000~~ **\$172,000** from Bond Series 2023A in order to establish a project budget for Phase 1 of the Public Health & Safety Building. Motion passed unanimously.

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.

7.3. Great Streets Main Street - Sewer Budget - DPW **WAS CONSENT AGENDA ITEM 6.9.**

Motion made by Councilor Neubieser, seconded by Councilor Shannon, 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 and 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 s needed to pay the above-referenced project expenses in FY25 and Overall Project Budgets, in substantial conformance with the attached budget transfer request. Motion passed unanimously.

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

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

9.1. Verbal reports

10. Adjournment

10. Adjournment

Subject	10.1. Motion to adjourn
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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
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Category	10. Adjournment
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Department	Council and Board
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Type	Action Procedural
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Recommended Action	Motion to adjourn
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10.1. Motion to adjourn

City Council President Traverse adjourned the meeting at 10:39 pm.

11. Informational and Non-Discrimination Statements

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.
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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
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Category	11. Informational and Non-Discrimination Statements
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Department	Council and Board
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Type

Information

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.

Recommended Action Motion to adopt the consent agenda and take the actions indicated

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

Motion made by Commissioner Shannon, seconded by Commissioner McKnight, to adopt the consent agenda and take the actions indicated. Motion passed unanimously. Commissioner Bergman was not at his seat and therefore did not vote.

Subject 2.2. 2025-2026 First, Second, Third Class Liquor License and Outside Consumption Permit Renewals: see attached list

Meeting March 24, 2025 - Local Control, Commission Meeting - Monday, March 24, 2025, 7:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 2. Consent Agenda

Department Clerk/Treasurer's Office

Type Action (Consent)

Recommended Action approve the 2025-2026 First, Second, Third Class Liquor License and Outside Consumption Permit Renewals as listed with all standard conditions

2.2. 2025-2026 First, Second, Third Class Liquor License and Outside Consumption Permit Renewals: see attached list

3. Deliberative Agenda

3. Deliberative Agenda

Subject 3.1. First and Second Class Liquor License Applications (2025-2026): Bar Renee, 202 Main Street

Meeting March 24, 2025 - Local Control, Commission Meeting - Monday, March 24, 2025, 7:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 3. Deliberative Agenda

Department Clerk/Treasurer's Office

Type Action

Recommended Action approve the 2025-2026 First and Second Class Liquor License Applications for Bar Renee, 202 Main Street with all standard conditions (recommended for approval at the March 19, 2025 Local Control Sub-committee Meeting)

3.1. First and Second Class Liquor License Applications (2025-2026): Bar Renee, 202 Main Street

Motion made by Commissioner Shannon, seconded by Commissioner Grant, to approve the 2025-2026 First and Second Class Liquor License Applications for Bar Renee, 202 Main Street with all standard conditions. Motion passed unanimously.

Subject 3.2. Second Class Liquor License Application (2025-2026): JRY Burlington Store Corporation, d/b/a The Shopping Bag, 166 North Street

Meeting March 24, 2025 - Local Control, Commission Meeting - Monday, March 24, 2025, 7:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 3. Deliberative Agenda

Department Clerk/Treasurer's Office

Type Action

Recommended Action approve the 2025-2026 Second Class Liquor License Application for JRY Burlington Store Corporation, d/b/a The Shopping Bag, 166 North Street with all standard conditions (recommended for approval at the March 19, 2025 Local Control Sub-committee Meeting)

3.2. Second Class Liquor License Application (2025-2026): JRY Burlington Store Corporation, d/b/a The Shopping Bag, 166 North Street

Motion made by Commissioner Shannon, seconded by Commissioner Grant, to approve the 2025-2026 Second Class Liquor License Application for JRY Burlington Store Corporation, d/b/a The Shopping Bag, 166 North Street, with all standard conditions. Motion passed unanimously.

Subject 3.3. First and Second Class Liquor License Applications (2025-2026): Wilder Wines Wine Bar, 210 College Street

Meeting March 24, 2025 - Local Control,Commission Meeting - Monday, March 24, 2025, 7:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 3. Deliberative Agenda

Department Clerk/Treasurer's Office

Type Action

Recommended Action approve the 2025-2026 First and Second Class Liquor License Applications for Wilder Wines Wine Bar, 210 College Street with all standard conditions (recommended for approval at the March 19, 2025 Local Control Sub-committee Meeting)

3.3. First and Second Class Liquor License Applications (2025-2026): Wilder Wines Wine Bar, 210 College Street

Motion made by Commissioner Shannon, seconded by Commissioner McKnight, to approve the 2025-2026 First and Second Class Liquor License Applications for Wilder Wines Wine Bar, 210 College Street with all standard conditions. Motion passed unanimously. Commisioner Kane was not at his seat and therefore did not vote.

Subject 3.4. First and Third Class Liquor License Applications (2025-2026): Cappadocia Bistro, 92 Church Street

Meeting March 24, 2025 - Local Control,Commission Meeting - Monday, March 24, 2025, 7:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 3. Deliberative Agenda

Department Clerk/Treasurer's Office

Type Action

Recommended Action approve the 2025-2026 First and Third Class Liquor License Applications for Cappadocia Bistro, 92 Church Street with all standard conditions (recommended for approval at the March 19, 2025 Local Control Sub-committee Meeting)

3.4. First and Third Class Liquor License Applications (2025-2026): Cappadocia Bistro, 92 Church Street
Motion made by Commissioner Shannon, seconded by Commissioner Grant, to approve the 2025-2026 First and Third Class Liquor License Applications for Cappadocia Bistro, 92 Church Street, with all standard conditions. Motion passed unanimously. Commissioner Kane was not at his seat and therefore did not vote.

Subject **3.5. Outside Consumption Permit Application (2025-2026): Cappadocia Bistro, 92 Church Street**

Meeting March 24, 2025 - Local Control,Commission Meeting - Monday, March 24, 2025, 7:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 3. Deliberative Agenda

Department Clerk/Treasurer's Office

Type Action

Recommended Action approve the 2025-2026 Outside Consumption Permit Application for Cappadocia Bistro, 92 Church Street with the following condition: Church Street Marketplace Commission Approval (recommended for approval at the March 19, 2025 Local Control Sub-committee Meeting)

3.5. Outside Consumption Permit Application (2025-2026): Cappadocia Bistro, 92 Church Street
Motion made by Commissioner Shannon, seconded by Commissioner McKnight, to approve the 2025-2026 Outside Consumption Permit Application for Cappadocia Bistro, 92 Church Street, with the following condition: Church Street Marketplace Commission Approval. Motion passed unanimously. Commissioner Kane was not at his seat and therefore did not vote.

4. Adjournment

4. Adjournment

Subject **4.1. Motion to adjourn**

Meeting March 24, 2025 - Local Control,Commission Meeting - Monday, March 24, 2025, 7:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 4. Adjournment

Department Council and Board

Type Action
Procedural

Recommended Action Motion to adjourn

4.1. Motion to adjourn

City Council President Traverse adjourned the meeting at 9:09 pm.

Type	Action (Consent) Procedural
Recommended Action	Motion to adopt the consent agenda and take the actions indicated
	2.1. Motion to adopt the consent agenda and take the actions indicated
Subject	2.2. 2025 Cannabis Renewals: The Herb Closet LLC (retailer license) and True 802 Cannabis (retailer license)
Meeting	March 24, 2025 - Local Cannabis Control Commission Meeting - Monday, March 24, 2025, 7:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	2. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	to approve and authorize transmission of local approval of the following local cannabis control license renewals to the State Cannabis Control Board, subject to all municipal conditions currently in effect on such local licenses: The Herb Closet LLC (retailer license) and True 802 Cannabis (retailer license)
	2.2. 2025 Cannabis Renewals: The Herb Closet LLC (retailer license) and True 802 Cannabis (retailer license)

3. Adjournment

3. Adjournment

Subject	3.1. Motion to adjourn
Meeting	March 24, 2025 - Local Cannabis Control Commission Meeting - Monday, March 24, 2025, 7:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	3. Adjournment
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adjourn
	3.1. Motion to adjourn
	City Council President Traverse adjourned the meeting at 9:10 pm.



**BURLINGTON CITY COUNCIL
CONTOIS AUDITORIUM, 149 CHURCH STREET, 2ND FLOOR
MINUTES OF MEETING
April 7, 2025**

1. Agenda

1. Agenda

CAO Schad opened the meeting at 6:05 pm

Present: Councilors Barlow, Bergman, Broderick, Carpenter, Grant, Kane, Litwin, McKnight, Neubieser, Schachter, Singh and Traverse

Others present: Mayor Mulvaney-Stanak, City Attorney Brown, Assistant City Attorney Sturtevant, Fire Chief LaChance, Interim Police Chief Burke, BWD Alnasrawi, IT Director Barker, BCA Director Kraft, DPI Director Ward, BPRW Director Wight, DPW Director Spencer, Airport Director Longo, Keaton Knowles, Lori Olberg, COS Jacobsen, Deputy Director Magee

Subject

1.1. Motion to adopt agenda

Meeting

April 7, 2025 - City Council Organization Meeting Day - Monday, April 7, 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 adopt agenda

1.1. Motion to adopt agenda

Motion made by Councilor McKnight, seconded by Councilor Bergman, to adopt the agenda as presented. Motion passed unanimously.

2. Oath of Office - Newly Elected and Re-elected City Councilors

2. Oath of Office - Newly Elected and Re-elected City Councilors

Mayor Mulvaney-Stanak administered the oath of office to:

Allie Schachter, East District

Melo Grant, Central District

Mark Barlow, North District

Ranjit "Buddy" Singh, South District

3. Mayor's State of the City Address

3. Mayor's State of the City Address

Subject

3.1. Mayor's State of the City Address

Meeting	April 7, 2025 - City Council Organization Meeting Day - Monday, April 7, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	3. Mayor's State of the City Address
Department	Mayor's Office
Type	Communication Information

3.1. Mayor's State of the City Address

4. Public Comment (verbal)Public Comment will be limited to City Council action items for this meeting: the election of the City Council President and the election of the Board of Finance members** **See above for signup instructions****

4. Public Comment (verbal)Public Comment will be limited to City Council action items for this meeting: the election of the City Council President and the election of the Board of Finance members** **See above for signup instructions****

CAO Schad opened Public Forum at 6:15 pm; closed at 6:15 pm.
No one spoke.

Subject 4.1. Verbal Comments

Meeting	April 7, 2025 - City Council Organization Meeting Day - Monday, April 7, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Public Comment (verbal)**Public Comment will be limited to City Council action items for this meeting: the election of the City Council President and the election of the Board of Finance members** **See above for signup instructions**
Department	Council and Board
Type	Action Procedural
Recommended Action	open Public Comment close Public Comment

4.1. Verbal Comments

5. Election of City Council President

5. Election of City Council President

Councilor Barlow nominated Councilor Traverse.
Councilor Bergman nominated Councilor Neubieser.

Roll call votes for both nominations:

Councilor Neubieser for City Council President: Ayes: Councilors Bergman, Broderick, Grant, Kane and Neubieser; Nays: Councilors Barlow, Carpenter, Litwin, McKnight, Schachter, Singh and Traverse.
Councilor Traverse for City Council President: Ayes: Councilors Barlow, Carpenter, Litwin, McKnight, Schachter, Singh and Traverse; Nays: Councilors Grant and Kane; Absentions: Councilors Bergman, Broderick and Neubieser.

Councilor Traverse won the nomination of City Council President.

6. Election of Board of Finance Members

6. Election of Board of Finance Members

Councilor McKnight nominated Councilors Barlow, Carpenter and Neubieser as a slate to be Members of the Board of Finance. Motion passed unanimously.

7. Adjournment

7. Adjournment

Subject	7.1. Motion to adjourn
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Meeting	April 7, 2025 - City Council Organization Meeting Day - Monday, April 7, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
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Category	7. Adjournment
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Department	Council and Board
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Type	Action Procedural
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Recommended Action	Motion to adjourn
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7.1. Motion to adjourn

City Council President Traverse adjourned the meeting at 7:11 pm. Motion passed unanimously.

8. Informational and Non-Discrimination Statements

8. Informational and Non-Discrimination Statements

Subject	8.1. This agenda is available in alternative formats upon request. For more information on access, call Lori Olberg, Council and Licensing 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.
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Meeting	April 7, 2025 - City Council Organization Meeting Day - Monday, April 7, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
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Category	8. Informational and Non-Discrimination Statements
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Department	Council and Board
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Type	Information
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8.1. This agenda is available in alternative formats upon request. For more information on access, call Lori Olberg, Council and Licensing 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

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Action
Procedural

Recommended Action	Motion 1: Move that the Council find that premature general public knowledge of legal advice and information concerning the details of "pending and/or potential" litigation to which the City is a party or has a stated interest would clearly place the City at a substantial disadvantage; Motion 2: Based upon that finding, move that the Council go into executive session to receive confidential attorney-client communications, 1 VSA §313(a)(1)(F), in a pending civil litigation matter, 1 VSA §313(a)(1)(E), including representatives from the Mayor's Office, City Attorney's Office, and outside legal counsel.
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2.1. Executive Session Regarding Litigation Update (verbal) (30 mins.)

Motion 1 made by Councilor McKnight, seconded by Councilor Broderick. Motion passed unanimously.

Motion 2 made by Councilor McKnight, seconded by Councilor Broderick. Motion passed unanimously.

Executive Session began at 6:15 pm.

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

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

Subject	3.1. Verbal Comments

Meeting April 14, 2025 - Regular City Council Meeting - Monday, April 14, 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**
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Department	Council and Board
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Type	Action
Procedural	

Recommended Action	open Public Forum close Public Forum
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3.1. Verbal Comments

City Council President Traverse opened the Public Forum at 6:52 pm.

BTV residents in person:

Theo: not in favor of privatizing recycling

Clayton Dykster: not in favor of privatizing recycling

Brett Yates: not in favor of privatizing recycling

Michelle: not in favor of privatizing recycling

Gretchen: not in favor of privatizing recycling

Suzanne Sugar: not in favor of injection site

Ed Baker: criminal justice reform

Jak Tiano: transportation

Steve Goodkind: budget cuts; McNeil: white elephant

Lee Morrigan: in favor of overdose prevention centers

Todd DeLuca: not in favor of vacant building ordinance

BTV residents online:

Evan Gould: E-LM/New Neighborhood Code in favor of; not opposed to recycling privatization

Sharon Bushor: impact fees

Non BTV residents in person:

Rod: recycling

Rich Thibault: recycling

Keren Sita: women need to be treated like everyone else

City Council President Traverse closed the Public Forum at 7:29 pm.

Public Hearing Speaker: Fran Rathke, Flynn: input appreciated

City Council President closed this at 7:31 pm.

4. Work Sessions

4. Work Sessions

Subject	4.1. Burlington Overdose Prevention Center Update (25 mins.)
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Work Sessions
Department	Mayor's Office
Type	Information Discussion Presentation

4.1. Burlington Overdose Prevention Center Update (25 mins.)

Therese Vezina, Jess Kirby, Tom Dalton

Subject	4.2. Update On FY26 Recycling (25 mins.)
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Work Sessions
Department	Public Works Department
Type	Discussion Information Presentation

4.2. Update On FY26 Recycling (25 mins.)

Chapin Spencer, Lee Perry

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

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

Subject	5.1. Verbal reports
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Mayor - General City Affairs (to include Climate and Public Health & Safety Emergency Updates: up to 10 mins.)
Department	Council and Board

Type Information

5.1. Verbal reports

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

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

Subject 6.1. Verbal reports

Meeting April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 6. City Council - General City Affairs (to include Climate and Public Health & Safety Emergency Updates: up to 5 mins. per Councilor)

Department Council and Board

Type Information

6.1. Verbal reports

7. Consent Agenda

7. Consent Agenda

Subject 7.1. Motion to adopt the consent agenda and take the actions indicated

Meeting April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 7. Consent Agenda

Department Council and Board

Type Action (Consent)
Procedural

Recommended Action Motion to adopt the consent agenda and take the actions indicated

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

Motion made by Councilor Bergman, seconded by Councilor Barlow, to adopt the consent agenda as presented. Motion passed unanimously.

Subject 7.2. Accountability List - C/T

Meeting April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 7. 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

7.2. Accountability List - C/T

Subject 7.3. Cambrian Rise Stormwater Offset Project MOU Approval - DPW/Water Resources

Meeting April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 7. Consent Agenda

Department Public Works Department - Water Resources

Type Action (Consent)

Recommended Action 1. To authorize Chapin Spencer, the Director of Public Works, and Cindi Wight, the Director of the Department of Parks, Recreation and Waterfront to execute the Cambrian Rise Memorandum of Understanding and Agreement ("MOU") with BC Community Housing ("BCCH") and to authorize the Mayor 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 for the purpose of constructing a stormwater offset project within PR&W's property provided that all these authorizations are contingent on the contract and any amendment thereto having the prior approval of the City Attorney and Chief Administrative Officer.
2. To authorize the Chief Administrative Officer, or her designee, to approve use of up to \$275,000 of Fund 245 fund balance and to effectuate necessary budget amendments and transfers of funds to create the project budget of \$275K for the North Ave Combined Sewer Reduction" project.

7.3. Cambrian Rise Stormwater Offset Project MOU Approval - DPW/Water Resources

Subject 7.4. Authorization of Sidewalk Reconstruction Program Project Budget and Construction Contract - DPW

Meeting April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 7. 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, as described in the attached project budget, to a total of \$931,381.65 for the projected construction costs to complete the CY25 Sidewalk Reconstruction Program.
2. To authorize the Public Works Director to execute a construction contract for the Sidewalk Reconstruction Project with SD Ireland Brothers Corporation with a maximum limiting amount of \$846,004.00, subject to review and approval of the

City Attorney and within existing project appropriations, and 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 implement the transactions contemplated hereby.

7.4. Authorization of Sidewalk Reconstruction Program Project Budget and Construction Contract - DPW

Subject	7.5. Approval of Preservation Easement Agreement for Fletcher Free Library Restoration & Preservation Project - Library
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	To approve and authorize for Mayor to sign the Preservation Easement Agreement for the Fletcher Free Library Restoration & Preservation Project subject to final review and approval by the City Attorney's Office, including modifications noted in the Preservation Easement Agreement and any further modifications needed to meet state and federal requirements, and to take such further actions and execute such further instruments approved as to form by the City Attorney as may be necessary or convenient to effectuate the transactions contemplated hereby.

7.5. Approval of Preservation Easement Agreement for Fletcher Free Library Restoration & Preservation Project - Library

Subject	7.6. FEMA Hazard Mitigation Grant Application, 505 Riverside Avenue - DPI
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Permitting & Inspections
Type	Action (Consent)
Recommended Action	1. To approve the submission of a Hazard Mitigation Grant Program application for the buy-out of 505 Riverside Avenue, and 2. To authorize the acceptance of the Hazard Mitigation Grant Program award, if granted, and 3. To authorize the Mayor, the Director of Public Works and the Director of Permitting & Inspections to take such further actions and execute such further instruments approved as to form by the City Attorney or designee as may be necessary or convenient to effectuate the grant acceptance and property transactions contemplated hereby.

7.6. FEMA Hazard Mitigation Grant Application, 505 Riverside Avenue - DPI

Subject	7.7. Creation of a cemetery reserve fund - BPRW
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Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Parks, Recreation, & Waterfront
Type	Action (Consent)
Recommended Action	To approve and authorize the creation of a reserve fund for replacing equipment needed for full burials with the burial rate set annually by the Cemetery Commission, subject to the review and approval of the Chief Administrative Officer or designee

7.7. Creation of a cemetery reserve fund - BPRW

Subject	7.8. Communication: Hannah Brislin, Member, Conservation Board, re: Resignation
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading, accept the communication, place it on file, advertise the vacancy (part of 4/16 7 days edition) and send a letter of appreciation to Hannah Brislin thanking them for their service as a Member of the Conservation Board

7.8. Communication: Hannah Brislin, Member, Conservation Board, re: Resignation

Subject	7.9. Communication: Olga Bravo, BRV Member, re: Resignation
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading, accept the communication, place it on file, advertise the vacancy (part of 4/16 7 days edition) and send a letter of appreciation thanking Olga Bravo for her time served as a Member of the Board of Registration for Voters

7.9. Communication: Olga Bravo, BRV Member, re: Resignation

Subject **7.10. Communication: Solveig Overby, re: \$10 Million giveaway, 3-acre prime Burlington downtown Gateway/Memorial Block - 3/24/25 Work Session Agenda item 2.3**

Meeting April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 7. Consent Agenda

Department Clerk/Treasurer's Office

Type Action (Consent)
Communication

Recommended Action waive the reading and place the communication on file

7.10. Communication: Solveig Overby, re: \$10 Million giveaway, 3-acre prime Burlington downtown Gateway/Memorial Block - 3/24/25 Work Session Agenda item 2.3

Subject **7.11. Communication: Solveig Overby, re: Forwarded: Here's the plan we need for Development of the Memorial Block - 3/24 City Council Meeting Agenda item 2.3**

Meeting April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 7. Consent Agenda

Department Clerk/Treasurer's Office

Type Action (Consent)
Communication

Recommended Action waive the reading and place the communication on file

7.11. Communication: Solveig Overby, re: Forwarded: Here's the plan we need for Development of the Memorial Block - 3/24 City Council Meeting Agenda item 2.3

Subject **7.12. Communication: Solveig Overby, re; No ground lease valuation in appraisal; Developer resales of "pad sites" - 3/24 CC Agenda item 2.3 - Memorial Block Update**

Meeting April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 7. Consent Agenda

Department Clerk/Treasurer's Office

Type Action (Consent)
Communication

Recommended Action waive the reading and place the communication on file

7.12. Communication: Solveig Overby, re; No ground lease valuation in appraisal; Developer resales of "pad sites" - 3/24 CC Agenda item 2.3 - Memorial Block Update

Subject **7.13. 3rd Annual Kids Fest**

Meeting April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 7. 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

7.13. 3rd Annual Kids Fest

Subject **7.14. Authorization to Issue Early Learning Initiative Capacity Grants to Robin's Nest Children Center for \$30,000 - BWD**

Meeting April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 7. Consent Agenda

Department Business and Workforce Development

Type Action (Consent)

Recommended Action To approve and authorize the Director of Business and Workforce Development to enter into an ELI Capacity grant agreement with Robin's Nest Children's Center in the amount not to exceed \$30,000 to expand enrollment and address overdue plumbing and bathroom maintenance needs, subject to review of the grant capacity agreements by the City Attorney's Office.

7.14. Authorization to Issue Early Learning Initiative Capacity Grants to Robin's Nest Children Center for \$30,000 - BWD

Subject **7.15. Tobacco and Tobacco Substitute Endorsement Renewals (2025-2026): see attached list**

Meeting April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 7. Consent Agenda

Department Clerk/Treasurer's Office

Type Action (Consent)

Recommended Action approve the 2025-2026 Tobacco and Tobacco Substitute Endorsement Renewals as listed

7.15. Tobacco and Tobacco Substitute Endorsement Renewals (2025-2026): see attached list

Subject **7.16. Indoor and Outdoor Entertainment Permit Renewals (2025-2026): see attached list**

Meeting April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 7. 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

7.16. Indoor and Outdoor Entertainment Permit Renewals (2025-2026): see attached list

Subject **7.17. Update on the sale of 200 Church St. - CEDO**

Meeting April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 7. Consent Agenda

Department Community & Economic Development Office (CEDO)

Type Action (Consent)
Communication
Information

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

7.17. Update on the sale of 200 Church St. - CEDO

Subject **7.18. Annual Report on Livable Wage Ordinance - FY25 - City Attorney's Office**

Meeting April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 7. Consent Agenda

Department City Attorney

Type Action (Consent)
Report

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

7.18. Annual Report on Livable Wage Ordinance - FY25 - City Attorney's Office

Subject	7.19. Rose St. and Cedar St. VTrans TAP Grant - DPW
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	1. To authorize the Director of Public Works to execute the Project Commitments Form from the Vermont Agency of Transportation for Rose St / Cedar St Improvements, obligating the City to commit a local match of \$150,000, for a total project budget of \$750,000 in furtherance of accepting a reimbursable grant amount up to \$600,000, and to take such further actions and execute such further instruments as may be necessary or convenient to implement the project within existing project appropriations, subject to review and approval by the City Attorney's Office. 2. To authorize the Chief Administrative Offices, or her designee, to effectuate necessary budget amendments and transfers of funds to create the project budget(s) of \$750,000 for the Rose St / Cedar St Improvements 3. To approve the use of the VTrans At-the-Ready program for Professional Design Consultant Procurement.

7.19. Rose St. and Cedar St. VTrans TAP Grant - DPW

Subject	7.20. DPW Division Director - Technical Services/City Engineer Compensation Review & Market Factor Recommendation - DPW/HR
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	To approve: The compensation adjustment of the DPW Division Director – Technical Services/City Engineer, a Regular, Full-Time, Exempt, Non-Union, Grade 25 role to Division Director – Technical Services/City Engineer, a Regular, Full-Time, Exempt, Non-Union, market factor role in the Department of Public Works as listed above, and to include retroactive pay back to December 9, 2024

7.20. DPW Division Director - Technical Services/City Engineer Compensation Review & Market Factor Recommendation - DPW/HR

Subject	7.21. DPW Division Director - Water Resources Compensation Review & Market Factor Recommendation - DPW/HR
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Meeting April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 7. Consent Agenda

Department Public Works Department

Type Action (Consent)

Recommended Action To approve:
☐ The compensation adjustment of the DPW Division Director – Water Resources, a Regular, Full-Time, Exempt, Non-Union, market factor role to Division Director – Water Resources, a Regular, Full-Time, Exempt, Non-Union, market factor role in the Department of Public Works as listed above, and to include retroactive pay back to December 9, 2024.

7.21. DPW Division Director - Water Resources Compensation Review & Market Factor Recommendation - DPW/HR

Subject

7.22. FIO Documents

Meeting April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 7. Consent Agenda

Department Clerk/Treasurer's Office

Type Action (Consent)
Information

Recommended Action for information only

7.22. FIO Documents

Subject

7.23. Resolution: Allocation Of Bond Proceeds For Public Improvements -- Series 2022A Bonds (Board of Finance)

Meeting April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 7. Consent Agenda

Department Clerk/Treasurer's Office

Type Resolution
Action (Consent)

Recommended Action (1) To waive the reading and adopt 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 2022A bond proceeds, not to exceed \$634,928.00, to complete facility capital improvements at the Police Station and Fire Station 3,
(2) To authorize the Mayor, Chief Administrative Officer, and the Assistant Director of Finance to take such further actions and to execute such further instruments,

subject to final review and approval of the City Attorney's Office, as may be necessary or convenient to effectuate the transactions contemplated hereby.

7.23. Resolution: Allocation Of Bond Proceeds For Public Improvements -- Series 2022A Bonds (Board of Finance)

Subject	7.24. Burlington Police Department HVAC Project 2025 - BPRW
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Parks, Recreation, & Waterfront
Type	Action (Consent)
Recommended Action	To approve authorize the execution of a contract with Energy Efficient Investments, Inc., for a price not to exceed \$758,964 for the Burlington Police Department HVAC project, plus a project contingency of \$75,000, for a total approved project expenditure not to exceed \$833,964, and to authorize Cindi Wight, Director of Parks, Recreation and Waterfront, to execute the contract and any related documents needed to carry out the project, subject to the review of the City Attorney's Office.

7.24. Burlington Police Department HVAC Project 2025 - BPRW

Subject	7.25. McNeil RFPs - BED
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Burlington Electric Department
Type	Action (Consent)
Recommended Action	subject to City Attorney Brown's revisions, to move that the City Council approves BED executing the proposals presented under each of the RFPs

7.25. McNeil RFPs - BED

Subject	7.26. Council Initiative Request for Arts So Wonderful
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Council and Board
Type	Action (Consent)

Recommended Action to approve the use of \$3,675 from the City Council Initiative Fund to subsidize graffiti removal and mural by Arts So Wonderful

7.26. Council Initiative Request for Arts So Wonderful

8. Deliberative Agenda

8. Deliberative Agenda

Subject **8.1. Ordinance: VACANT BUILDINGS BCO Chapter 8, Art. III (Councilor Traverse, Ordinance Committee)(20 mins.)**

Meeting April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 8. Deliberative Agenda

Department Permitting & Inspections

Type Action
Ordinance - Second Reading

Recommended Action Second Reading. Waive the reading and approve the ordinance as amended by the Ordinance Committee

8.1. Ordinance: VACANT BUILDINGS BCO Chapter 8, Art. III (Councilor Traverse, Ordinance Committee)(20 mins.)

Bil Ward, Kim Sturtevant

Motion made by Councilor McKnight, seconded by Councilor Bergman, to approve the motion as presented. Motion passed unanimously.

Subject **8.2. Public Hearing Regarding ZA-25-04 Performing Arts Centers in the Enterprise-Light Manufacturing District**

Meeting April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 8. Deliberative Agenda

Department Planning

Type Action
Public Hearing

Recommended Action open Public Hearing
close Public Hearing

8.2. Public Hearing Regarding ZA-25-04 Performing Arts Centers in the Enterprise-Light Manufacturing District

City Council President Traverse opened the Public Hearing at 10:19 pm.

City Council President Traverse closed the Public Hearing at 10:20 pm.

Subject **8.3. Ordinance: CDO-Performing Art Centers in the E-LM District ZA-25-04 (Planning, Planning Commission, Ordinance Committee)(15 mins.)**

Meeting April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 8. Deliberative Agenda

Department Planning

Type Action

Recommended Action Adopt the ordinance as amended by the Ordinance Committee.

8.3. Ordinance: CDO-Performing Art Centers in the E-LM District ZA-25-04 (Planning, Planning Commission, Ordinance Committee)(15 mins.)

Charles Dillard

Councilor Schachter recused herself due to a professional conflict.

Motion made by Councilor McKnight, seconded by Councilor Bergman, to approve the motion as written. Motion passed unanimously.

Subject 8.4. Ordinance: ZA-25-02 Neighborhood Code - Additional Housing Development Options (Office of City Planning, Planning Commission)(15 mins.)

Meeting April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 8. Deliberative Agenda

Department Planning

Type Action
Ordinance - First Reading

Recommended Action First Reading.
Motion: Waive the reading and refer to Ordinance Committee.

8.4. Ordinance: ZA-25-02 Neighborhood Code - Additional Housing Development Options (Office of City Planning, Planning Commission)(15 mins.)

Charles Dillard, Sarah Morgan

Motion made by Councilor McKnight, seconded by Councilor Bergman, to approve the motion as presented. Motion passed unanimously.

Subject 8.5. Battery Street Scoping Study Preferred Alternative Approval - DPW (20 mins.)

Meeting April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 8. Deliberative Agenda

Department Public Works Department

Type Action

Recommended Action To approve the Battery Street Scoping Study Project Advisory Committee's selection of revised Alternative 2 as the preferred alternative for this study and further recommends that the Department of Public Works reviews the curb cuts

along the entire corridor to further enhance bicycle and pedestrian safety during future phases of this project

8.5. Battery Street Scoping Study Preferred Alternative Approval - DPW (20 mins.)

Drew Gingras, Julia Ursaki, Chapin Spencer

Motion made by Councilor Barlow, seconded by Councilor Litwin, to approve the motion as presented. Motion passed unanimously.

****10:31 pm, motion made by Councilor Litwin to suspend the rules and only complete through 8.4. No second, motion failed.**

10:32 pm, motion made by Councilor Neubieser, seconded by Councilor Broderic, to suspend the rules and complete the Deliberative Agenda. Motion passed unanimously.

******Agenda items 9 and 10 were not addressed for comments******

Subject	8.6. Presentation Regarding Net Zero Energy Roadmap Update - BED (20 mins.) **AGENDA ITEM POSTPONED TO 5/12**
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Deliberative Agenda
Department	Burlington Electric Department
Type	Discussion Information Presentation

8.6. Presentation Regarding Net Zero Energy Roadmap Update - BED (20 mins.) **AGENDA ITEM POSTPONED TO 5/12**

9. Committee Reports

9. Committee Reports

Subject	9.1. Verbal reports
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	9. Committee Reports
Department	Council and Board
Type	Information

9.1. Verbal reports

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

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

Subject	10.1. Verbal reports
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	10. City Council - Council Updates (up to 5 mins.)
Department	Council and Board

Type Information

10.1. Verbal reports

11. Adjournment

11. Adjournment

Subject 11.1. Motion to adjourn

Meeting April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 11. Adjournment

Department Council and Board

Type Action
Procedural

Recommended Action Motion to adjourn

11.1. Motion to adjourn

City Council President Traverse adjourned the meeting at 11:22 pm.

12. Informational and Non-Discrimination Statements

12. Informational and Non-Discrimination Statements

Subject 12.1. This agenda is available in alternative formats upon request. For more information on access, call Lori Olberg, Council and Licensing 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 April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 12. Informational and Non-Discrimination Statements

Department Council and Board

Type Information

12.1. This agenda is available in alternative formats upon request. For more information on access, call Lori Olberg, Council and Licensing 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

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BURLINGTON LOCAL CONTROL COMMISSION
CONTOIS AUDITORIUM, 149 CHURCH STREET, 2ND FLOOR
MINUTES OF MEETING
April 14, 2025

1. Agenda

1. Agenda

City Council President Traverse convened the meeting at 8:35 pm.

Members present: all Commissioners except for Commissioner McKnight who was not at her seat when votes occurred, Mayor Mulvaney-Stanak, COS Jacobsen, Lori Olberg, City Attorney Brown

Subject	1.1. Motion to adopt agenda
Meeting	April 14, 2025 - Local Control Commission Meeting - Monday, April 14, 2025, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	1. Agenda
Department	Council and Board
Type	Action Procedural

Recommended Action Motion to adopt agenda

1.1. Motion to adopt agenda

Motion made by Commissioner Broderick, seconded by Commissioner Bergman, to adopt the agenda as presented. Motion passed unanimously.

2. Consent Agenda

2. Consent Agenda

Subject	2.1. Motion to adopt the consent agenda and take the actions indicated
Meeting	April 14, 2025 - Local Control Commission Meeting - Monday, April 14, 2025, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	2. Consent Agenda
Department	Council and Board
Type	Action (Consent) Procedural

Recommended Action Motion to adopt the consent agenda and take the actions indicated

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

Motion made by Commissioner Broderick, seconded by Commissioner Litwin, to adopt the consent agenda as presented. Motion passed unanimously.

Subject	2.2. First, Second, Third Class Liquor License and Outside Consumption Permit Renewals (2025-2026): see attached list
Meeting	April 14, 2025 - Local Control Commission Meeting - Monday, April 14, 2025, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	2. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	approve the 2025-2026 First, Second, Third Class Liquor License and Outside Consumption Permit Renewals as listed with all standard conditions
2.2. First, Second, Third Class Liquor License and Outside Consumption Permit Renewals (2025-2026): see attached list	

3. Deliberative Agenda

3. Deliberative Agenda

Subject	3.1. First and Third Class Liquor License Applications (2025-2026) Citizen Cider, 180 Flynn Avenue
Meeting	April 14, 2025 - Local Control Commission Meeting - Monday, April 14, 2025, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	3. Deliberative Agenda
Department	Clerk/Treasurer's Office
Type	Action
Recommended Action	approve the 2025-2026 First and Third Class Liquor License Applications for Citizen Cider, 180 Flynn Avenue with the following conditions: contingent upon Fire Marshal approval, all City Permits need to be closed out and with all standard conditions
3.1. First and Third Class Liquor License Applications (2025-2026) Citizen Cider, 180 Flynn Avenue Motion made by Commissioner Broderick, seconded by Commissioner Litwin, to approve the motion as presented. Motion passed unanimously.	

Subject	3.2. Outside Consumption Permit Application (2025-2026): Citizen Cider, 180 Flynn Avenue
Meeting	April 14, 2025 - Local Control Commission Meeting - Monday, April 14, 2025, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	3. Deliberative Agenda
Department	Clerk/Treasurer's Office

Type Action

Recommended Action approve the 2025-2026 Outside Consumption Permit Application for Citizen Cider, 180 Flynn Avenue with the following condition: all City Permits need to be closed out

3.2. Outside Consumption Permit Application (2025-2026): Citizen Cider, 180 Flynn Avenue
Motion made by Commissioner Broderick, seconded by Commissioner Litwin, to approve the motion as presented. Motion passed unanimously.

Subject 3.3. First and Second Class Liquor License Applications (2025-2026): La Reprise Wines, 388 Pine Street

Meeting April 14, 2025 - Local Control Commission Meeting - Monday, April 14, 2025, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 3. Deliberative Agenda

Department Clerk/Treasurer's Office

Type Action

Recommended Action approve the 2025-2026 First and Second Class Liquor License Applications for La Reprise Wines, 388 Pine Street with the following conditions: contingent upon Fire Marshal approval and with all standard conditions

3.3. First and Second Class Liquor License Applications (2025-2026): La Reprise Wines, 388 Pine Street
Motion made by Commissioner Broderick, seconded by Commissioner Litwin, to approve the motion as presented. Motion passed unanimously.

Subject 3.4. Outside Consumption Permit Application (2025-2026): La Reprise Wines, 388 Pine Street

Meeting April 14, 2025 - Local Control Commission Meeting - Monday, April 14, 2025, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 3. Deliberative Agenda

Department Clerk/Treasurer's Office

Type Action

Recommended Action approve the 2025-2026 Outside Consumption Permit Application for La Reprise Wines, 388 Pine Street

3.4. Outside Consumption Permit Application (2025-2026): La Reprise Wines, 388 Pine Street
Motion made by Commissioner Broderick, seconded by Commissioner Litwin, to approve the motion as presented. Motion passed unanimously.

4. Adjournment

4. Adjournment

Subject 4.1. Motion to adjourn

Meeting	April 14, 2025 - Local Control Commission Meeting - Monday, April 14, 2025, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Adjournment
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adjourn

4.1. Motion to adjourn
City Council President Traverse adjourned the meeting at 8:38 pm.



**BURLINGTON BOARD OF FINANCE
FULL BOARD OF ABATEMENT OF TAXES
CONTOIS AUDITORIUM, 149 CHURCH STREET, 2ND FLOOR
MINUTES OF MEETING
April 14, 2025**

1. Agenda

1. Agenda

Mayor Mulvaney-Stanak convened the meeting at 8:38 pm.

Present: all City Councilors, City Assessor Turner, Lori Olberg, COS Jacobsen, City Attorney Brown

Subject

1.1. Motion to adopt agenda

Meeting

April 14, 2025 - Full Board of Abatement of Taxes Meeting - Monday, April 14, 2025, 7:30 PM,
Full Board of Abatement of Taxes
Contois Auditorium, 149 Church Street, 2nd Floor

Category

1. Agenda

Department

Council and Board

Type

Action
Procedural

Recommended Action Motion to adopt agenda

1.1. Motion to adopt agenda

Motion made by City Council President Traverse, seconded by Councilor Grant, to adopt the agenda as presented. Motion passed unanimously.

2. Consent Agenda

2. Consent Agenda

Subject

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

Meeting

April 14, 2025 - Full Board of Abatement of Taxes Meeting - Monday, April 14, 2025, 7:30 PM,
Full Board of Abatement of Taxes
Contois Auditorium, 149 Church Street, 2nd Floor

Category

2. Consent Agenda

Department

Council and Board

Type Action (Consent)
 Procedural

Recommended Action Motion to adopt the consent agenda and take the actions indicated

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

Motion made by City Council President Traverse, seconded by Councilor Grant, to adopt the consent agenda as presented. Motion passed unanimously.

Subject 2.2. Notice City of Burlington Full Board of Abatement of Taxes - C/T

Meeting April 14, 2025 - Full Board of Abatement of Taxes Meeting - Monday, April 14, 2025, 7:30 PM,
Full Board of Abatement of Taxes
Contois Auditorium, 149 Church Street, 2nd Floor

Category 2. 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

2.2. Notice City of Burlington Full Board of Abatement of Taxes - C/T

Subject 2.3. Request for Abatement of Taxes: 24 Grant LLC, Filipp Lagun, 24 Grant Street, 044-4-060-000

Meeting April 14, 2025 - Full Board of Abatement of Taxes Meeting - Monday, April 14, 2025, 7:30 PM,
Full Board of Abatement of Taxes
Contois Auditorium, 149 Church Street, 2nd Floor

Category 2. Consent Agenda

Department Assessor's Office

Type Action (Consent)

Recommended Action grant the abatement of taxes in the amount of \$9,000

2.3. Request for Abatement of Taxes: 24 Grant LLC, Filipp Lagun, 24 Grant Street, 044-4-060-000

Subject 2.4. Request for Abatement of Taxes: Golden Junk LLC, Jeffrey Sonin, 310-320 North Winooski Avenue, 040-2-140-000

Meeting April 14, 2025 - Full Board of Abatement of Taxes Meeting - Monday, April 14, 2025, 7:30 PM,
Full Board of Abatement of Taxes
Contois Auditorium, 149 Church Street, 2nd Floor

Category 2. Consent Agenda

Department Assessor's Office

Type Action (Consent)

Recommended Action grant the abatement of taxes in the amount of \$723.42

2.4. Request for Abatement of Taxes: Golden Junk LLC, Jeffrey Sonin, 310-320 North Winooski Avenue, 040-2-140-000

Subject 2.5. Request for Abatement of Taxes: Spectrum Youth & Family Services Inc., Will Towne, COO, 84 Pine Street, Unit 4, 049-1-125-004

Meeting April 14, 2025 - Full Board of Abatement of Taxes Meeting - Monday, April 14, 2025, 7:30 PM,
Full Board of Abatement of Taxes
Contois Auditorium, 149 Church Street, 2nd Floor

Category 2. Consent Agenda

Department Assessor's Office

Type Action (Consent)

Recommended Action deny the request for abatement of taxes

2.5. Request for Abatement of Taxes: Spectrum Youth & Family Services Inc., Will Towne, COO, 84 Pine Street, Unit 4, 049-1-125-004

3. Adjournment

3. Adjournment

Subject 3.1. Motion to adjourn

Meeting April 14, 2025 - Full Board of Abatement of Taxes Meeting - Monday, April 14, 2025, 7:30 PM,
Full Board of Abatement of Taxes
Contois Auditorium, 149 Church Street, 2nd Floor

Category 3. Adjournment

Department Council and Board

Type Action
Procedural

Recommended Action Motion to adjourn

3.1. Motion to adjourn

Mayor Mulvaney-Stanak adjourned the meeting at 8:39 pm.



Memo

Date: April 28, 2025

To: Board of Finance and City Council

From: Laura Wheelock, PE, City Engineer/Division Director – Technical Services

CC: Chapin Spencer, Director of Public Works
Lynn Reagan, Interim Director of Human Resources

Subject: DPW – Technical Services Reorganization

Executive Summary

We propose a reorganization within the group to eliminate the vacant Regular, Full-time, Exempt, Non-Union, Grade 18 Planner position and create a Regular, Full-time, Exempt, Non-Union, Grade 19 Associate Public Works Transportation Engineer position. This change will better support the City's heavy capital project workload while also improving the General Fund's financial performance by approximately \$70,000 through replacing an unbillable planning position with a billable project management/technical position.

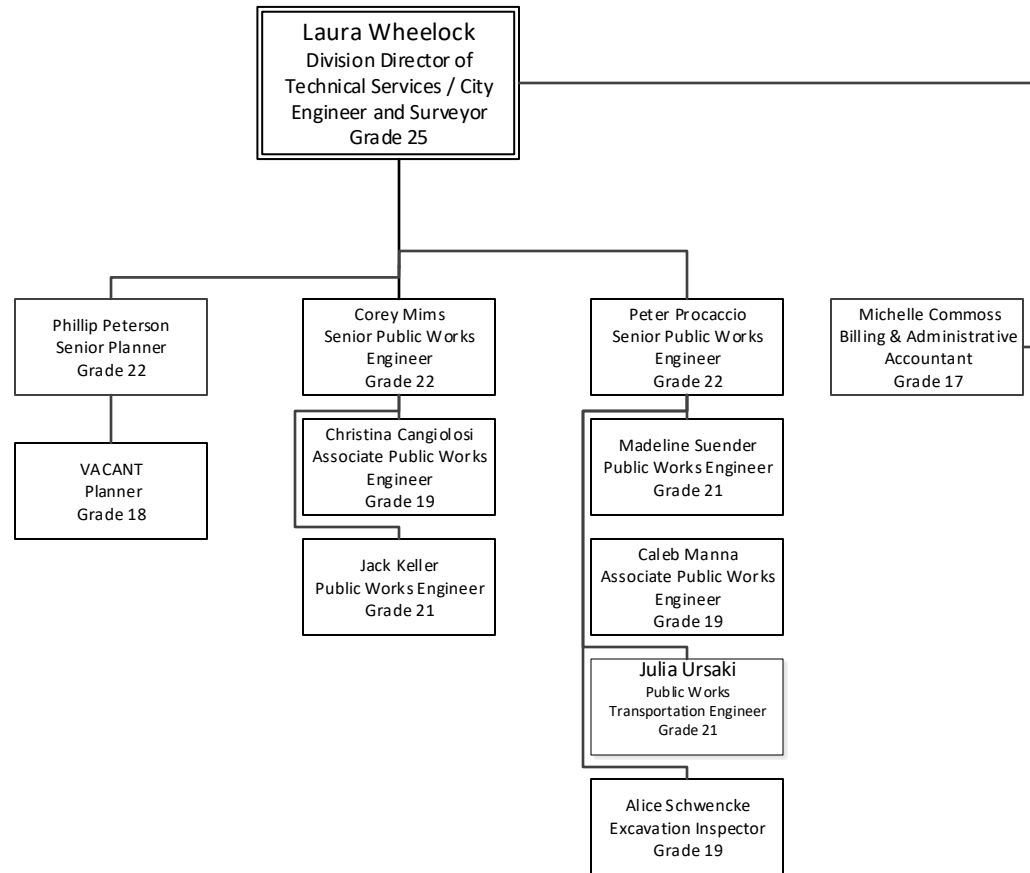
Background

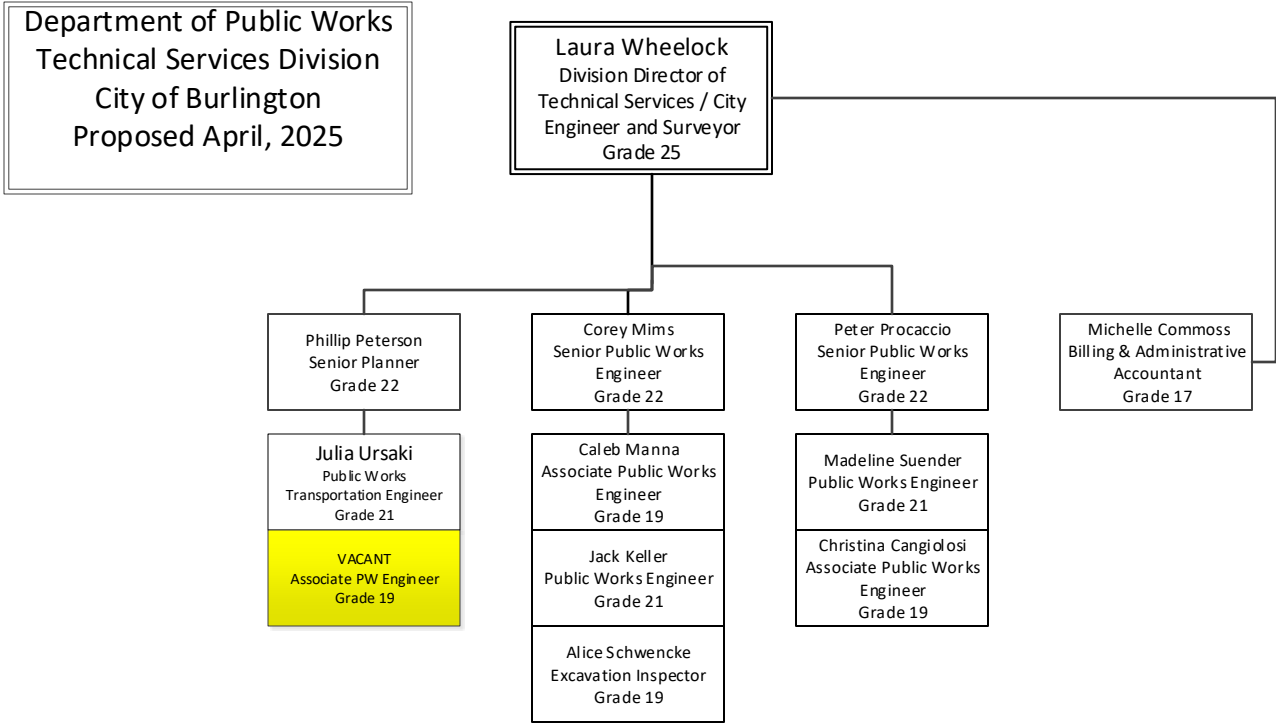
The Department of Public Works – Technical Services (DPW-TS) has a very large number of complex capital projects actively in design and construction. Over the last year, DPW-TS has finally been able to hire key positions and get back to nearly full staffing. We have left an unbillable Planner position open for 18 months while we evaluated the City's future capital needs and worked to save the General Fund money. Based on the work in front of this division including the Town Meeting Day GO Bond approval, it is clear that additional horsepower to manage existing projects is needed—and that the vacant Planner position is no longer the right skill set for our current needs.

Cross departmental collaboration recently has allowed for our team to function best with only one Senior Planner. At the same time we recognize that a significant shift in work type with successful receipt of large federal grants projects throughout our transportation network resulting in existing staff stretching to accommodate new work load.

One strategy that has been used to buffer this work load is use of seasonal engineering interns. DPW-TS consistently employs two or three seasonal positions who have been completing engineering and

Department of Public Works
Technical Services Division
City of Burlington
October, 2024





City of Burlington Job Description

Position Title: Planner

Department: Department of Public Works

Reports to: Senior Planner

Pay Grade: 18

Job Code: TBD

Exempt/Non-Exempt: Exempt

Union: Non-Union

General Purpose: Under the supervision of the Senior Planner within the Engineering Division and indirectly supervising the Associate Planner, the Planner promotes and implements the City's transportation vision, goals, and objectives through planning, scoping, and implementation of improvements for motorized and non-motorized transportation within the public right-of-way for the City of Burlington. The Planner is distinguished by the knowledge of basic operating procedures and policies and ability to make independent decisions regarding technical tasks. The Planner provides assistance for projects and programs; reviews the work of the Associate Planner; and has work assigned, reviewed, scheduled, and prioritized by the Senior Planner.

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.)

- Considers long-range, short-term, annual, and daily transportation issues. Participates in all stages of project and program development: definition, planning, analysis, procurement, design, implementation, and management of projects and programs that advance the Municipal Development Plan, City policies, and community priorities for the transportation system. Monitors and reports performance.
- Collaborates and works cooperatively. Communicates regularly with officials at all levels within the City administration; City departments; local, regional, and state transportation planners, engineers, and providers; consultants and contractors; and the public.
- Balances needs and resources. Collaboratively prioritizes projects and develops conceptual improvement plans that balance the needs of the public, the City, and the region with the availability and constraints of known resources. Manages project budgets and makes recommendations for payments to contractors and consultants.
- Advances projects from planning to construction. Transitions projects to Public Works Engineers and/or procures resources through competitive bid selection and prepares contracts to implement projects and programs. Prepares and/or reviews transportation planning reports, cost estimates, project budgets, and reviews traffic studies and engineering plans.

- Encourages inclusivity. Understands the importance of diverse participation and includes all relevant stakeholders in project and program development. Advances public participation and outreach for the Engineering Division.
- Provides technical assistance. Develops and reviews proposals. Prepares project plans and budgets. Provides project review. Researches and provides conceptual designs. Collects and analyzes data. Stays abreast of and ensures compliance with local, State, and Federal rules and regulations.
- Oversees small construction projects. Performs infrastructure assessments and field inspections. Samples and tests materials as needed. Monitors the performance of contractors and consultants to ensure the success of the projects.
- Applies transportation engineering principles. Reviews and responds to results of surveying, mapping, and modeling.
- Serves as a liaison. Represents the City and advocates for the City's interests on various standing and ad-hoc boards and committees.
- Reviews the work of the Associate Planner.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Job Requirements:

- Bachelor's degree from an accredited college or university with major coursework in urban/regional planning, geography, civil engineering, architecture, or a related field. In the case of an unrelated Bachelor's degree, demonstrated knowledge and experience in planning or civil engineering in a municipal setting is required. Additional experience may be substituted for a degree requirement on a two-for-one year basis.
- Four years of professional planning experience including one year of project or program management required. Experience in working in a municipal setting preferred.
- Knowledge of the principles, practices, and techniques of transportation planning.
- Ability to apply planning principles into construction and maintenance of facilities.
- Ability to compile and evaluate complex plans to develop recommendations.
- Ability to follow civil engineering principles, environmental review, site plans, architectural drawings, and topographical maps.
- Knowledge of State and Federal laws, policies, and regulations related to the field of urban transportation.
- Ability to facilitate and attend meetings at times other than regular business hours.
- Ability to assess situations, solve problems, manage multiple projects, work effectively under stress, within deadlines, and in public situations.
- Ability to organize work and set priorities to meet deadlines.
- Ability to administer contracts and manage budgets.
- Ability to record and maintain information for future access.
- Ability to prepare spreadsheets, reports, presentations, outreach materials, and limited mapping/design in a Windows environment.

- Ability to establish and maintain effective working relationships and use good judgment, initiative, and resourcefulness when dealing with the media, the public, other employees, elected officials, consultants, contractors, and other government entities.
- Ability to communicate clearly, professionally, diplomatically, and persuasively both orally and in writing.
- Ability to supervise the work of others.
- Ability to provide excellent customer service.
- Ability to follow written and oral instructions.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.

Physical & Mental/Reasoning Requirements; Work Environment:

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

X	Seeing	X	Ability to move distances within and between warehouses/offices	X	Lifting (specify) 50 pounds
X	Color perception (red, green amber)		Climbing	X	Carrying (specify) 50 pounds
X	Hearing/listening		Ability to mount and dismount forklift/truck	X	Driving (local/over the road)
X	Clear speech		Pushing/pulling	X	Analysis/comprehension
X	Touching _X_ dexterity _X_ hand _X_ finger	X	Math skills _X_ basic _X_ complex	X	Judgment/decision making
X	Reading _X_ basic _X_ complex	X	Clerical		Pressurized equipment
X	Writing _X_ basic _X_ complex	X	Outside	X	Inside
	Shift work	X	Extreme heat	X	Moving objects
X	Works alone	X	Extreme cold		High places
X	Works with others		Noise		Fumes/odors
X	Verbal contact with others		Mechanical equipment		Hazardous materials

☒	Face to face contact	☐	Electrical equipment	☒	Dirt/dust
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Supervision:

Directly Supervises: __0__

Indirectly Supervises: __1__

Disclaimer:

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

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Created July 2016, revised February, 2020

City of Burlington Job Description

Position Title: Associate Public Works Transportation Engineer

Department: Department of Public Works

Reports to: Senior Public Works Engineer

Pay Grade: 19

Job Code: 1058

Exempt/Non-Exempt: Exempt

Union: Non-Union

General Purpose: Under the general supervision of a Senior Public Works Engineer and on occasion the Public Works Transportation Engineer, the Associate Public Works Engineer is responsible for entry and mid-level professional, data collection, administrative engineering, and project management of small projects. Work involved in the development and implementation of various civil engineering projects within the public right-of-way for the City of Burlington, generally including streets, sidewalks, multi-modal transportation facilities, traffic operations, and structures but excluding water, wastewater, and stormwater design.

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.)

- Assist the community, the City Administration, and all departments and commissions in developing engineering plans/drawings, specifications, and cost estimates for construction and/or improvements to roads, structures and facilities.
- Collaborate and work cooperatively. Communicate regularly with officials at all levels within the City administration; City departments; local, regional, and state transportation planners, engineers, and providers; consultants and contractors; and the public.
- Balance needs and resources. Collaboratively prioritize projects and develop conceptual improvement plans that balance the needs of the public, the City, and the region with the availability and constraints of known resources.
- Encourage inclusivity. Understand the importance of diverse participation and include all relevant stakeholders in project development. Advance public participation and outreach for the Engineering Division.
- Monitor and manage the performance of contractors and consultants to ensure success of the projects including routine communication.
- Manage infrastructure assets and asset management programs, input and updates, and reporting.
- Project management of small transportation enhancement projects or replacement of existing assets contracts
- Assist with maintenance of financial records for projects and make recommendations for payments to contractors and consultants.

- Solicit and utilize the services of consulting engineering and designers.
- Represent the City, coordinate, and organize various large and small scale public forums and meetings.
- Support in-house traffic engineering and safety projects from conceptual design to project completion. Prepare preliminary plans, specifications and bid documents, including an engineer's opinion of probable cost. Estimate construction quantities and costs. Document and make recommendations for appropriate plan deviations or variances from a standard as appropriate.
- Prepare and/or review transportation planning reports, traffic studies, and traffic engineering specifications/plans/estimates of cost, construction schedules, and project budget, design and construction details relative to individual traffic projects.
- Collect and analyze data.
- Update, input, and correct asset management data with GIS or other software platforms.
- Stay abreast of and ensures compliance with local, State, and Federal rules and regulations. Ability to determine appropriate implementation of such standards where applicable.
- Provide survey support to projects.
- Perform field inspections of projects.
- Review traffic requests and prepare staff recommendations for Senior Staff's review. Communicate proposals to the public to form collaborative solutions that balance needs of all stakeholders.
- Perform Traffic Engineering studies under the direction and guidance of an engineer (Traffic Signal Warrant Studies, Stop Control Warrant Studies, etc.).
- Place, install and maintain traffic counting equipment for the purpose of collecting traffic related volume and speed data.
- Draft/prepare traffic regulation amendments for the legal process.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's Degree in Civil Engineering or ability to obtain within 6 months is required; a Bachelor's Degree in a related field may be considered. Additional experience may be substituted for a degree requirement on a two-for-one year basis.
- No minimum experience is required for this position.
- Demonstrated surveying experience required.
- Strong computer drafting skills (AutoCAD, etc.) required.
- Competent in developing plan sets making use of AutoCAD required.
- Strong experience with ESRI products preferred.
- Construction and/or project management experience preferred.
- Ability to communicate effectively both orally and in writing required.
- Ability to work with a diverse population with a strong commitment to equity and inclusion, among City staff and the general public.

- Familiarity with computer programs, such as spreadsheet and word processing.
- Ability to establish and maintain good relations with co-workers.
- Ability to receive constructive criticism and react appropriately.
- Must be able to assess situations, solve problems, manage multiple projects, work effectively under stress, within deadlines, and in public situations.
- 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.
- Ability to facilitate and attend meetings at times other than regular business hours.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.

Physical & Mental/Reasoning Requirements; Work Environment:

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

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

Supervision:

Directly Supervises: 0

Indirectly Supervises: 0

Disclaimer:

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

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Created 12/2004; sent to union 1/13/05; 1/28/05. Revised May 19, 2014; Revised July 2018;
Revised November 2021. July 2022

technical work to support the City's alternative transportation, traffic calming, paving, sidewalk, and grant funded projects. The consistent use of interns to complete our fundamental work supports our need to shift the types of positions in our group by adding one Associate Public Works Transportation Engineer position. DPW wants to recognize the important role an engineering internship plays to development of our new engineers, but also that training interns annually to complete these tasks takes staff hours to develop a new employee.

Financial Impact

DPW-TS is a division that make use of billing time to Federal/State grant source for project management time, and other non-general fund sources. The Planner position within the group was unbillable to non-General Fund sources. The proposed Associate Public Works Engineer is conservatively assumed to be 50% billable. This will result in the position being able to cover the change in grades of the position and provide additional relief of the burden of this employee from the General Fund. The anticipated revenue that this position would bring to the City is approximately \$75,000 to support covering the costs of the position – making this a net positive change (~\$70,000) from having an unbillable Planner position.

The chart below shows just the narrow salary change and not the benefit of shifting this position to billable work.

Current Grade	Current Salary	New Grade	New Salary	Difference
18	\$69,900	19	\$75,720	\$5,820

Motions

Board of Finance Motion:

To recommend that City Council approve the:

- Elimination of the vacant Regular, Full-time, Exempt, Non-Union, Grade 18 Planner position in the Technical Services Division of the Department of Public Works.
- Creation a Regular, Full-time, Exempt, Non-Union, Grade 19 Associate Public Works Transportation Engineer position in the Technical Services Division of the Department of Public Works.

City Council Motion:

To approve the:

- Elimination of the vacant Regular, Full-time, Exempt, Non-Union, Grade 18 Planner position in the Technical Services Division of the Department of Public Works.
- Creation of a Regular, Full-time, Exempt, Non-Union, Grade 19 Associate Public Works Transportation Engineer position in the Technical Services Division of the Department of Public Works.

Attachments:

1. Existing and Proposed Organization Chart
2. Eliminated Planner Job Description
3. Created Position – Associate Public Works Transportation Engineer Job Description

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: DPW Submitter: Laura Wheelock/Chapin Spencer

Title/Subject: DPW Tech Srvc Reorganization

Approval Requested:

☐ Board of Finance

☐ City Council

☒ Both BOF and Council

Meeting Date:

Click or tap to enter a date.

Click or tap to enter a date.

4/28/2025

Instructions

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5. Name the reviewing Attorney or HR Manager in the Note column.

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	4/21/2025	Chapin Spencer
Mayor's Office	Yes	4/23/2025	Erin Jacobsen
Board/Commission	Choose an item.	4/28/2025	Board of Finance
City Attorney's Office for memo and contracts or legal documents	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	4/22/2025	Erik Ramakrishnan
CAO for budget, financing, and memo	Yes	4/23/2025	Katherine Schad
Human Resources, if personnel action or policy	Yes	4/22/2025	Tony Berry Lynn Reagan
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

MEMO

Date: April 28th, 2025
To: Board of Finance and City Council
From: Sophie Sauvé, Parks Comprehensive Planner,
Cindi Wight, Director, Department of Parks, Recreation & Waterfront
Re: Authorization to Accept Grant Funds for Leddy Park Roller Rink

I. Purpose

The Department of Parks, Recreation and Waterfront (BPRW) seeks approval and authorization to accept grant funds from the State of Vermont Buildings and General Services Department Building Communities Grant (SoV BGSD BCG) program for the Leddy Park Roller Rink project. The total grant award is \$25,000. The above referenced grant will go towards purchasing pro-hockey boards for a proposed roller rink at the Leddy Park Parking Lot. The grant amount is a reimbursement grant resulting in the \$25,000 to be paid upfront by the City of Burlington and then reimbursed by the State of Vermont.

Pursuant to Article 12(i) of the City's Purchasing Policy, the indemnification language in the grant agreement requires council approval. The State's grant agreement goes beyond the City's own negligent acts or omissions or willful misconduct and requires the City to indemnify it for any act or omission that causes a loss or claim in connection with the performance of the grant agreement. This language is standard in the State of Vermont's grant conditions and is consistent with conditions we see in other government funded grants

II. Background

In 2023, representatives from Joy Riders (VT BIPOC Skate Club) and Vermont Skate Society, submitted community requests for a Roller Rink to the Burlington Parks, Recreation and Waterfront (BPRW) Penny for Parks (PFP) program. PFP is an annual funding plan for parks capital improvement projects and includes \$40,000 in capital funding set aside annually specifically for community requests. Community requests are received on a rolling basis throughout the year, and each fall, community requests are reviewed and ranked by BPRW staff for feasibility and compatibility with 13 criteria that are in line with the City-Wide Parks Comprehensive Plan. Projects are recommended to the Parks Commission for approval based on the BPRW staff report, competing applications and an evaluation of gaps in amenities across the city. The community request was submitted by two organizations that have been renting indoor space in the winter for rollerskating, have seen the popularity of the sport grow exponentially, and circulated a petition that was signed by 315 community members to support the request. The roller rink project was approved for PFP Community Request funds by the Parks Commission in early 2024.

Since the project's acceptance, BPRW staff have collaborated with the two organizations on identifying a location for a roller rink within existing paved areas of city parks while considering several factors, including: access, visibility, impact on impervious surface calculations, and parking. The Roosevelt Park Comprehensive Plan identified the addition of a roller rink in the park, adjacent to the existing basketball courts. There was a strong desire from the community that this amenity be



added into the park system. However, installing a rink at Roosevelt Park is not yet in BPRW's capital plan, as it would require adding pervious pavement to the park and the implementation of other capital improvements in its permanent location. In the interim, BPRW and leaders from Joy Riders and the Vermont Skate Society identified Leddy Park for a pop-up outdoor Roller Rink. With a wide expanse of existing flat pavement adding a Roller Rink to the lower parking lot can be quickly implemented with few permitting hurdles. In addition, installing a pop-up roller rink in the northeast corner of the parking lot will activate a part of the park which is underused or used in negative ways. Leddy Park's abundance of parking and adjacency to the Greenway increases access to this amenity.

PROJECT FUNDING SOURCES, BUDGET, AND ESTIMATES

The Leddy Park Roller Rink project funding sources are: Penny for Parks (PFP) and donations raised by the organizations (with the Parks Foundation holding the funds). Funds in the community request project of Penny for Parks are being held for this project since the Parks Commission approved it to move forward in early 2024. The PFP funds are the required match for the grant. To date, the two groups have raised \$2,000 towards the project and the funds are being held with the Parks Foundation once the project is complete.

The following chart details the project budget and anticipated costs in support of anticipated Leddy Park Roller Rink Project installation expenditures.

Leddy Park Roller Rink Project (Revenue Budget)	
FY24 Penny for Parks – Community Request Funds	\$25,000
Donations generated by JoyRiders and VT Skate Society	\$2,000
State of Vermont – Buildings and General Services Building Communities Grant (SoV BGSK BCG)	\$25,000
Total Leddy Park Roller Rink Budget	\$52,000
Leddy Park Roller Rink Project -Estimated Expenditures	
Roller Rink Flooring & Underlay	\$27,000
Pro Hockey Boards	\$20,000
Installation	\$3,000
Contingency	\$2,000
Total Estimated Project Cost	\$52,000

DEPARTMENT RECOMMENDATION

Board of Finance Motion:

To approve and authorize the acceptance of grant funds in the amount of \$25,000 from the State of Vermont Buildings and General Services Department for the Leddy Park Roller Rink Project and authorize the Director of Parks, Recreation and Waterfront to execute all documents necessary to accept the funding, subject to the final review and approval of the City Attorney's Office.



To approve and recommend that the City Council authorize the Chief Administrative Officer, or her designee, to effectuate necessary budget amendments and transfers of funds to create the project budget(s) of \$52,000 for the Leddy Park Roller Rink project.

City Council Motion:

To approve and authorize the acceptance of grant funds in the amount of \$25,000 from the State of Vermont Buildings and General Services Department for the Leddy Park Roller Rink Project and authorize the Director of Parks, Recreation and Waterfront to execute the grant agreement and all documents necessary to accept the funding, subject to the final review and approval of the City Attorney's Office.

To authorize the Chief Administrative Officer, or her designee, to effectuate necessary budget amendments and transfers of funds to create the project budget(s) of \$52,000 for the Leddy Park Roller Rink project.

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: BPRW Submitter: Sophie Sauvé

Title/Subject: Leddy Park Roller Rink – Grant Approval

Approval Requested:

☐ Board of Finance

☐ City Council

☒ Both BOF and Council

Meeting Date:

Click or tap to enter a date.

Click or tap to enter a date.

4/28/2025

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Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	4/18/2025	Cindi Wight
Mayor's Office	Yes	4/23/2025	Erin Jacobsen
Board/Commission	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and contracts or legal documents	Yes	4/22/2025	Hayley McClenahan
City Attorney's Office for memo and motion(s) or resolution(s)	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CAO for budget, financing, and memo	Yes	4/21/2025	Katherine Schad
Human Resources, if personnel action or policy	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

BTVthanks: Burlington Fire

Event Name: International Firefighter Appreciation Day Community Cookout

Event Date: May 4, 2025 RAIN DATE: TBD Early June

Proposed Locations:

- Central Fire Station 136 South Winooski Avenue
- 1397 North Avenue
- 23 Ferguson Avenue

PURPOSE / MISSION

Engage the Burlington Community in celebrating and thanking our Fire Department on International Firefighter Appreciation Day. Offer opportunities for the public to engage with BFD staff in conversation, learning, and recruitment. We also want to draw attention to their hard work, innovation, and the national recognition they have received. As we find ourselves now 5 years out from the start of the COVID-19 global pandemic, we want to thank our BFD team for all their service and sacrifice while providing a positive opportunity for public engagement.

DETAILS

Councilor Litwin met with BFOA members and President in February 2025 with a list of possible proposals on how to recognize the good work of BFD for Firefighter Appreciation Day. The Union leadership and members present preferred the “community cookout” approach and one that engages the public with visits to the firehouses. BFOA members would handle the grilling. We hope and intend to engage Councilors and the public to volunteer in other roles as needed.

Councilor Litwin and BFOA both desire this to be a collaborative and non-partisan initiative of thanks and celebration, and so this request for Council Initiative Funds is rooted in that spirit. He is seeking a maximum \$2000 from the Board of Finance and City Council to be able to provide hot dogs, hamburgers, and a vegetarian option at firehouses in all areas of the city. He is working closely with BFOA leadership on operational details and welcomes the engagement of his fellow Councilors if they are interested.

Budget/ Funding Breakdown

Total estimated cost for a maximum 500 total people is a maximum \$2000, which includes fuel and a line-item to account for additional miscellaneous* expenses.

	Cost \$/ person	Cost \$/ 100 people	Cost \$/ 500 attendees	
Food	\$2.40	\$240.19	\$1,200.96	
Supplies	\$0.30	\$30.35	\$151.73	
Fuel	\$0.44	\$43.56	\$217.79	
Miscellaneous*	\$0.61	\$60.90	\$304.52	
Total	\$3.75	\$375	\$1,875	

*Accounting for unexpected expenses, miscellaneous supplies, price changes, surcharges, etc.

Board of Finance Motion:

To approve and recommend that the City Council authorize the use of up to \$2,000 from the City Council Initiative Fund to celebrate and thank the City's Fire Department, in conjunction with the community, on International Firefighter Appreciation Day.

City Council Motion:

To approve the use of up to \$2,000 from the City Council Initiative Fund to celebrate and thank the City's Fire Department, in conjunction with the community, on International Firefighter Appreciation Day.

Lori Olberg

From: A V <alexvolk429@gmail.com>
Sent: Sunday, April 20, 2025 3:35 PM
To: burlingtontownclerk
Subject: Homeless and drugs

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

Hi - I have visited Burlington for over 2 decades. My son is considering starting at UVM this fall. We were in town this weekend for accepted student orientation and are very concerned about the number of homeless and obvious drug use downtown. I appreciate that it's not an easy life to have such struggles, but to be frank - get it off the streets for the sake of residents, students, and visitors - further to support ongoing/future business investment.

Burlington can remain liberal while still taking decisive action to remain a gem in the NE.

Alex Volk

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: April 28, 2025

SUBJECT: Request to Execute a Contract Amendment with Engelberth Construction, Inc (Engelberth) for Project NexT the North Concourse Replacement Project, to accept and execute an additional Federal Aviation Administration (FAA) Grant Application 3 for construction of the North Concourse Replacement Project "Project NexT".

REQUEST

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

1. To Execute a Contract Amendment as contemplated with Engelberth Construction, Inc (Engelberth) for Project NexT the North Concourse Replacement Project which includes new passenger boarding bridges and the existing second floor renovation.
2. To accept and execute an additional Federal Aviation Administration ("FAA") grant application 3 for passenger boarding bridges and the existing second floor renovation, related to the construction of the North Concourse Replacement Project "Project NexT".

EXECUTIVE SUMMARY AND BENEFITS ANTICIPATED

1. Project Summary:

Project NexT - North Concourse Replacement Project includes new concourse replacement (approximately 25,000 SF of new gross floor area on the second level, with the first level

available for storage); removal of the existing dated concourse; four (4) new aircraft gate replacements; four (4) new passenger boarding bridge replacements, new passenger circulation and hold room space.

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

This ambitious project is not just about accommodating larger aircraft and boosting passenger capacity; it's about ushering our terminal into the future with modern amenities tailored to meet the demands of the next generation of travelers.

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

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

In line with our forward-thinking vision and mission at Leahy BTV, sustainability lies at the core of this new development. The design incorporates a myriad of elements aimed at minimizing environmental impact.

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

2. Benefits Anticipated:

This upgrade will provide the much-needed shift to the new north concourse. This will provide a significant level of comfort and safety where passengers have adequate room to wait for their flight. The interior of the new building will be designed according to FAA standards and provide

the space needed for passenger quantities and future forecast, which currently does not exist, for all of the aircraft sizes that use Leahy BTV.

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

PROJECT APPROACH

Jacobs Engineering Group (JEG) was selected to provide the design and construction inspection services through the Airport's selection process by meeting standards by the FAA for this project. This price was determined through an extensive pricing process established by the FAA for all airport improvement projects (AIP) grant funded projects. For FAA AIP projects a qualification-based process with an independent fee estimate (IFE) is completed for projects. Anything over \$100,000.00 requires it to be reviewed by an independent engineer/reviewer of scope and fee. Once this is completed a record of negotiations (RON) is completed if needed, dependent in the results IFE.

After a diligent qualifications review process with 5 proposers, Engelberth Construction was selected as the Construction Manager at Risk (CMAR). A maximum guaranteed construction price will be agreed to.

FUNDING:

The funding is anticipated from the FAA through the typical Airport Improvement Program (AIP) process, with 90% of the funds coming from a Federal Fiscal Year 2024 and 2025 Bipartisan Infrastructure Legislation (BIL) appropriation and the remaining 10% coming from a combination of State of Vermont match and the Passenger Facility Charge (PFC) program. Items covered by this funding:

1. New Passenger Boarding Bridges (PBB)
2. Existing Terminal Second Floor Renovation

Construction work for the two items above will commence during Fiscal Year 2026, after receipt of the grant. The Airport is including this project in it's upcoming Fiscal Year 2026 budget.

PROPOSED MOTIONS:

Board of Finance Proposed Motion:

"To approve and recommend the City Council to authorize the Director of Aviation,

1. "To execute a contract amendment with Engelberth Construction Inc. in the amount of up to \$6,416,012.00, as allowed by the grant, for the construction of Project NexT – North Concourse Replacement Project, subject to review and approval of the City Attorney's Office."
2. "To execute a grant from the Federal Aviation Administration to accept an amount up to \$5,852,172.00, as allowed under the grant, passenger boarding bridges and terminal second floor rehabilitation construction of the North Concourse Replacement Project "Project NEXT" Grant Application 3, subject to review by the City Attorney's Office."

City Council Proposed Motion:

"To authorize the Director of Aviation,

1. "To execute a contract amendment with Engelberth Construction Inc. in the amount of up to \$6,416,012.00 as allowed by the grant for the construction of Project NexT – North Concourse Replacement Project, subject to review and approval of the City Attorney's Office."
3. "To execute a grant from the Federal Aviation Administration to accept an amount up to \$5,852,172.00 as allowed under the grant, passenger boarding bridges and terminal second floor rehabilitation construction of the North Concourse Replacement Project "Project NEXT" Grant Application 3, subject to review by the City Attorney's Office."

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Airport Submitter: Nicolas Longo
Request to Execute a Contract Amendment with Engelberth Construction, Inc (Engelberth) for Project NexT the North Concourse Replacement Project, to accept and execute an additional Federal Aviation Administration (FAA) Grant Application 3 for construction of the North Concourse Replacement Project
Title/Subject: "Project NexT".

Approval Requested:

- ☐ Board of Finance
☐ City Council
☒ Both BOF and Council

Meeting Date:

Click or tap to enter a date.

Click or tap to enter a date.

4/28/2025

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5. Name the reviewing Attorney or HR Manager in the Note column.

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	4/2/2025	Nicolas Longo
Mayor's Office	Yes	4/23/2025	Erin Jacobsen
Board/Commission	Yes	4/2/2025	Airport Commission
City Attorney's Office for memo and contracts or legal documents	Yes	4/16/2025	Erik Ramakrishnan
City Attorney's Office for memo and motion(s) or resolution(s)	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CAO for budget, financing, and memo	Yes	4/23/2025	Katherine Schad
Human Resources, if personnel action or policy	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

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

FROM: Patrick Leahy Burlington International Airport
Nicolas Longo, Director of Aviation

DATE: April 28, 2025

SUBJECT: Request to Purchase Wheeled Loader Using Passenger Facility Charges (PFC).

REQUEST

The Patrick Leahy Burlington International Airport (Leahy BTV) seeks approval and authorization to purchase one front-end wheeled loader (bucket loader) with snow removal and snow hauling as its primary loader in the total amount of \$560,000.

EXECUTIVE SUMMARY

Background:

In February 2023, Passero Associates, a third-party consultant on contract with Leahy BTV prepared the Burlington International Airport Equipment Capital Improvement Plan. In that plan, Passero Associates determined that the Airport is in need of a replacement bucket loader to replace the current John Deere 744H wheel loader, which has reached the end of its useful life.

The Airport, with the help of Passero Associates, compiled specifications and advertised through a bid process to procure a new bucket loader. The current 744H John Deere Loader is used for snow removal on 1.5 million square foot of airport surfaces. It is equipped with a 26-foot box plow for removal and a 10-yard snow bucket for hauling snow. As the Airport's snow removal areas have expanded due to additional apron space, there is a need for a more efficient loader capable of handling the increased workload.

The new John Deere 844P Wheel Loader will be equipped with a 30-foot box plow, providing a 15% increase in snow clearing efficiency at the same speed. The snow bucket capacity will also increase from 10 yards to 15 yards, enabling 50% more snow to be hauled per load trip and improving overall efficiency.

Additionally, the 844P features advanced engine and emissions standards, provide 30% lower fuel consumption resulting in a reduction of 23.5 metric tons of carbon and 2,310 gallons of diesel annually. This calculation is made based on the annual usage being the same, which will result in a greater carbon reduction, as the fuel consumption is less due to the increased efficiency.

SOURCING

Leahy BTV had contracted Passero Associates to outline equipment performance specifications, enabling Leahy BTV to advertise an RFP on December 10, 2024, for competitive pricing of equipment that meets FAA snow removal guidelines. The RFP and bid selection process followed FAA requirements through the entire process.

BTV Loader Bid Results

Bid Opening: January 21, 2025

Company	Total Bid	Total Bid less deduct	Delivery Date	Warranty	Addendum 1 Acknowledged
United Construction	\$560,000	\$535,000	90 days	2 yr	Yes
Milton Cat	\$749,000	\$749,000	ASAP	7 yrs – 2000 hrs	Not signed
CRW	\$645,395	not provided	30 days	1 year	Yes
Quality Fleet Services	\$599,886		5-7 weeks	5 yr – 3000 hrs	Not signed

Based on bids received, United Construction & Forestry as the most responsive and responsible contractor, meeting the specifications at the lowest cost. Based on the equipment needed, there were no electric options available.

FUNDING SOURCES

This equipment is being leased financed with a 7-year term. The loader is eligible for funding under the Airport’s Passenger Facility Charges (PFC) program. The PFC program will cover the principal and interest cost under the City’s master lease.

The lease for the loader is being included in the City of Burlington's upcoming Fiscal Year 2025 Master Lease program. The Clerk Treasurer's office is coordinating the lease RFP process.

PROPOSED MOTION:

The Airport respectfully requests the following motions:

Board of Finance Proposed Motion:

"To approve and recommend to the City Council to authorize the Director of Aviation to execute an agreement to purchase one John Deere 844P Wheel Loader from United Construction & Forestry, Inc. in the amount of \$560,000, subject to the review and approval of the City Attorney, and to authorize the Director of Aviation or designee to execute such instruments approved as to form by the City Attorney as may be necessary or convenient to effectuate the purchase."

City Council Proposed Motion:

"To authorize the Director of Aviation to execute an agreement to purchase one John Deere 844P Wheel Loader from United Construction & Forestry, Inc. in the amount of \$560,000, subject to the review and approval of the City Attorney, and to authorize the Director of Aviation or designee to execute such instruments approved as to form by the City Attorney as may be necessary or convenient to effectuate the purchase."

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Airport Submitter: Nicolas Longo

Title/Subject: Request to Purchase Wheeled Loader Using Passenger Facility Charges (PFC)

Approval Requested:

☐ Board of Finance

☐ City Council

☒ Both BOF and Council

Meeting Date:

Click or tap to enter a date.

Click or tap to enter a date.

4/28/2025

Instructions

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5. Name the reviewing Attorney or HR Manager in the Note column.

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	4/2/2025	Nicolas Longo
Mayor's Office	Yes	4/23/2025	Erin Jacobsen
Board/Commission	Yes	4/2/2025	Airport Commission
City Attorney's Office for memo and contracts or legal documents	Yes	4/16/2025	Erik Ramakrishnan
City Attorney's Office for memo and motion(s) or resolution(s)	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CAO for budget, financing, and memo	Yes	4/23/2025	Katherine Schad
Human Resources, if personnel action or policy	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Lori Olberg

From: Caryn Long <carynlongvt@gmail.com>
Sent: Monday, April 14, 2025 2:49 PM
To: Gene Bergman; Carter Neubieser; Mark Barlow; Marek Broderick; Buddy Singh; Sarah Carpenter; Evan Litwin; Benjamin Traverse; Becca Brown McKnight; Melo Grant; Joe Kane; aschachter@burlington.gov
Cc: Mayor's Office; Lori Olberg
Subject: Save Burlington Recycling Program

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

Dear Councilors,

Please reverse course on eliminating our Recycling Program. Inconvenience and lack of access to recycling are two of the main reasons people don't recycle.

Our landfills are filling up. If the city cancels the recycling pick up program, many more recyclables will end up in the landfill.

We were all required to purchase stand-up toters not long ago, but most of us do not have vehicles to dump these toters at the transfer stations. Adding a home pick up fee will be a greater expense for residents than the \$220,000+ - savings in the budget

Many municipalities offer trash, recycling and green waste pick up. Let's do this for Burlington and cut costs and green house emissions.

May I suggest other ways to cut the budget?

1. Eliminate sidewalk plows. Many towns and cities with snowy winters do not have sidewalk plows. Homeowners maintain the greenbelt, let us shovel our sidewalks too. Sidewalk plows sit idle far more than they are used and they burn fossil fuels. They also tear up the soil and grass and add sediment to our storm drains.

Cities and towns without sidewalk snow removal collect fines if people do not clear their sidewalk by a certain time of day. This fine adds revenue for cities much like collecting fines for parking tickets.

2. Ask residents to "Adopt a Planter". We can not afford to hire out this service to plant and maintain the large "traffic calming" planters in our neighborhoods.

Vermonters like to think they are "green". Canceling our Recycling Program is a step in the wrong direction.

Best,

Caryn Long

The 10 Worst States at Recycling

- Alaska.
- Mississippi.
- Tennessee.
- Alabama.

- Ohio.
- Kentucky.
- Louisiana.
- New Mexico.

The study ranked each state according to its recycling rate for CCPMs in 2018, with the 10 states with the best recycling rates comprising: Maine (72%); Vermont (62%); Massachusetts (55%); Oregon (55%); Connecticut (52%); New York (51%); Minnesota (49%); Michigan (48%); New Jersey (46%); and Iowa (44%)



To: Board of Finance, City Council

From: Mary Danko, Library Director

Date: 04/28/25

Re: Fletcher Free Library Restoration & Preservation Project Neagley & Chase Contract,
Restoration & Preservation of Windows and Masonry to 1904 building

1. PURPOSE

This memo seeks approval to execute a construction contract for the Fletcher Free Library's (FFL) Restoration & Preservation Project with for \$1,827,525.00 with Neagley & Chase (N&C) with additional funds approved for owner's contingency and soft project costs at \$105,000.00 . This amendment will address the **Fletcher Free Library - Restoration & Preservation of Windows and Masonry to 1904 building**

2. BACKGROUND

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

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

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

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

replaced as needed, as per recommendations in a 2022 FFL library assessment, to prepare for the larger renovation.

The Restoration & Preservation Project is a continuing project from the Schematic Design (SD) Phase.

4. OVERALL FUNDING SOURCES, BUDGET & ESTIMATE

The entire FFL Restoration & Preservation Project will be funded by several funding sources that are in various stages of acceptance. Each funding source has its own requirements and timelines. All of the funding sources have expressed their willingness to work together on this project as the goal for all of historic preservation of a significant building in the National Register of Historic Places.

1. NEH - National Endowment Humanities – 3:1 Match Required
 - Federal Government/NEH Grant - \$245,425
 - City of Burlington Match - \$736,275
 - **Total NEH Grant & COB Match funding - \$981,700**
 - Grant accepted by BOF/CC on 9/18/23
2. Senator Patrick Leahy CDS - Congressional Directed Spending - 1:1 Match Required
 - Federal Government/National Parks (NPS)-Save America's Treasures (SAT) Grant-\$500,000
 - City of Burlington Match - \$500,000
 - **Total NPS/SAT Grant & COB Match Funding - \$1,000,000.00**
 - Grant acceptance by BOF/CC forthcoming
3. Vermont Historic Preservation –1:1 Match required
 - Vermont Historic Preservation (VHP) Grant - \$20,000
 - City of Burlington Match - \$20,000
 - **Total VHP & COB Match Funding - \$40,000.00**

TOTAL FFL RESTORATION & PRESERVATION PROJECT FUNDING: \$2,021,700.00

5. PROJECT SCOPE for **Fletcher Free Library - Restoration & Preservation of Windows and Masonry to 1904 building**

The City of Burlington and Dore + Whittier entered into a Schematic Design agreement on 1/13/22 to develop Schematic Design documents that were to build off the FFL Visionary Redesign Project done in 2019.

Dore + Whittier performed the services of developing conceptual Schematic Design documents, which included floor plans, elevations, and sections to describe the building at a Schematic level. Design documents showed compliance with program elements, applicable building and zoning codes/setbacks, environmental and conservation requirements, and included provisions for required permits and variances. Design consideration considered alternative energy and energy conservation design and storm water collection and distribution systems. Also, provided site plans showing utilities, parking and access, site improvements and landscaping.

Recommendations were given based on work with City Utilities to include obtaining rebates, grants and efficiencies. Evaluations of the historical structure and the needs and requirements to maintain the integrity and the feel of the building, was developed.

We then entered into an Amendment with D+W in order to continue to undertake further schematic design work specific and detailed for the Restoration and Preservation of the Windows and Masonry of the 1904 building. This included:

- a. Additional site verification and spot-measurement
- b. Consultation with a Construction Manager (CM) to further develop the scope of work and means & methods of construction.
- c. Consultation with VT Division for Historic Preservation on plans for the façade & roof repairs.
- d. Development of schematic design floor plan for scope location, annotated building elevations and/or photographs assembled on drawing sheets indicating façade renovations and reconditioning, conceptual enlarged window elevations and details.
- e. Development of SD-level written specifications for the work.
- f. Review of the drawings and scope of work, and make modifications if needed.
- g. Prepare an estimated conceptual cost prepared by the CM.

The scope was developed and prepared by D+H and the City put out an RFPQ for construction contract. Two bids were received and Neagley & Chase (N&C) was the only complete and satisfactory proposal so was selected as the construction contractor. The construction costs estimated to be paid to N&C is \$1,827,525.00.

At this time, we also request approval for miscellaneous expected and estimated project costs of \$30,000 and a contingency of \$75,000 for total General Project Allowance of \$105,00.00. These costs are the final expenditures for the project. Below is a breakdown of the expected spending of the final project costs:

Total Funds Available	\$ 2,021,700.00
Architect Fees Already Approved	\$ 89,175.00
Construction – Needs approval	\$ 1,827,525.00
General Project Allowance – Needs approval	\$ 105,000.00

In total the library is accepting \$765,425 in grants to cover these costs and the City’s capital committee has approved \$1,256,275 in local match.

The draft Contract (Appendix A) and RFQ (Appendix B) are at the end of this memo.

6. DEPARTMENT RECOMMENDATIONS & MOTIONS

Board of Finance:

“To approve and recommend that the City Council approve the execution, by the Director of the Fletcher Free Library, of a contract and any related documents needed to carry out said contract with Neagley & Chase for the Restoration & Preservation of Windows and Masonry for the Fletcher Free Library in an amount of \$1,826,700 subject to final review and approval of the City Attorney’s Office. Additionally, to approve and recommend that the City Council approve expenditures for a General Project allowance of \$105,000.00 as needed.”

City Council:

“To approve and authorize the execution by the Director of the Fletcher Free Library of a contract and any related documents needed to carry out said contract with Neagley & Chase for the Restoration & Preservation of Windows and Masonry for the Fletcher Free Library in an amount of \$1,826,700 subject to final review and approval of the City Attorney’s Office. Additionally, to approve and recommend that the City Council approve expenditures for a General Project allowance of \$105,000.00 as needed.”

CITY OF BURLINGTON
DRAFT CONSTRUCTION CONTRACT

This Construction Contract ("Contract") is entered into by and between the City of Burlington, Vermont ("the City"), and Neagley & Chase Construction Company ("Contractor"), a Vermont corporation located at 66 Bowdoin Street, Suite 100, 1150 Airport Drive South Burlington, VT 05403.

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

1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Contract Documents"** means all the documents identified in Section 7.A.
- B. **"Effective Date"** means the date on which this Contract is approved and signed by the City, as shown on the signature page.
- C. **"Party"** means the City or Contractor, and **"Parties"** means the City and Contractor.
- D. **"Project"** means the Fletcher Free Library Exterior Envelope Project as specified by Dore and Whittier Architects, Inc[].
- E. **"Work"** means the services described in Section 5 (Payment for Services) of this Contract, along with the specifications contained in the Contract Documents as defined in Section 4 (Scope of Work) below.

2. RECITALS

- A. **Authority.** Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.
- B. **Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.
- C. **Purpose.** The City seeks to employ the Contractor to complete envelope improvements to the 1904 "Carnegie Wing" of the Fletcher Free Library including masonry, stone, and terra cotta restoration, lead-based paint abatement, wood windows and doors restoration [].

3. EFFECTIVE DATE & TERM

- A. **Effective Date.** This Contract shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Contract before the

Commented [TD1]: Instructions for Departmental Staff:

1. Use "track changes."
2. Fill in highlighted areas, and insert comments to ask questions.
3. Remove highlights, brackets, and template comments.
4. Gather all attachments with Agreement and email package to the Assistant City Attorney your department works with for approval. Email should have the project name in the subject line.
5. Seek approval as necessary
6. Send to consultant/contractor for first signature.
7. Have department head sign second. No other department staff may sign.
8. Email copy of signed contract to the Assistant City Attorney your department works with.
9. After document is signed, upload and 'tag' the document in ContractWorks.

*Always feel free to ask your Assistant City Attorney questions at any point in this process.

Commented [TD2]: Note to Departmental Staff: The City may only contract with entities registered with the VT Secretary of State to do business in VT.

City Departmental Staff should check first with the entity that entity is registered with the VT Secretary of State.

The City Attorney's Office will insert the appropriate information upon review.

Commented [TD3R2]: If the Consultant is a non-VT entity: "... a [STATE] corporation located at [ADDRESS], registered with the Secretary of State to do business in Vermont, with a Vermont location at [ADDRESS]."

Effective Date and shall have no obligation to pay Contractor for any performance or expense incurred before the Effective Date or after the expiration or termination of this Contract.

- B. Term.** This Contract and the Parties' respective performance shall commence on the Effective Date and expire on final acceptance by the City, unless sooner terminated as provided herein.

4. SCOPE OF WORK

Contractor shall construct the Project in accordance with all the provisions hereof, including with the Contract Documents and the plans, specifications, and technical details on-file with the City and referenced or included in the Notice to Bidders (dated November 14, 2024), including any addenda thereto), all of which are incorporated herein by this reference as though fully set forth.

5. PAYMENT FOR SERVICES

- A. Amount.** The City shall pay the Contractor for completion of the Work in accordance with Attachment B (Contractor's Bid Proposal) or as follows:, subject to the Maximum Limiting Amount in Paragraph C, below.

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

- B. Payment Schedule.** The City shall pay the Contractor in the manner and at such times as set forth in the Contract Documents or as follows:. The City seeks to make payment within thirty days of receipt of an invoice and any backup documentation requested under subsection D (Invoice) below.

- C. Maximum Limiting Amount.** The total amount that may be paid to the Contractor for all services and expenses under this Contract shall not exceed the maximum limiting contract amount of \$1,961,000 plus an additional contingency amount of \$60,700 for a total amount of \$2,021,700. The City shall not be liable to Contractor for any amount exceeding the maximum limiting amount without duly authorized written approval.

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

City of Burlington Accounts Payable[Name, address, phone, email]

accountspayable@burlingtonvt.gov

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

6. SECTION & ATTACHMENT HEADINGS

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

7. CONTRACT DOCUMENTS & ORDER OF PRECEDENT

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

The following documents constitute the Contract Documents:

Attachment A: Notice to Bidders dated **November 15, 2024**
Attachment B: Contractor's Bid Form **dated March 12, 2025**
Attachment C: Burlington Standard Provisions for Construction Contracts
Attachment D: General & Special Conditions

Unless otherwise specified or modified by the Contract Documents, the General & Special Conditions hereby incorporate by this reference as though fully set forth the 2024 VTrans Standard Specifications for Construction (or later edition), available here for reference purposes: <https://vtrans.vermont.gov/highway/construct-material/construct-services/pre-contractspecifications/vermont/2024>. Attachment D, including any appendices thereto (the provisions of which apply to this Contract), modifies or supplements the VTrans Standard Specifications for purposes of this Contract.

Attachment E: Burlington **Livable Wage Ordinance Certification**
Attachment F: Burlington **Outsourcing Ordinance Certification**
Attachment G: Burlington **Union Deterrence Ordinance Certification**
Attachment H: Contractor's Certificate of Insurance & Endorsements
Attachment I: **Payment, Performance, and/or Warranty Bonds**

- B. Order of Precedent.** To the extent a conflict or inconsistency exists between provisions of the Contract Documents relating to indemnification or defense, the provision most protective of the City (and of the State, if this is a state-aid contract) shall apply. In all other cases, this Contract shall govern over the other Contract Documents; plans, technical specifications, and technical details shall govern over other provisions; General & Special

Commented [ER4]: STAFF- Attach Attachment C-1 to Attachment C. This is extremely important.

Commented [ER5]: Ensure these state a liquidated damages amount somewhere.

Commented [TD6]: Note to Departmental Staff: Applicable if the total amount of contract(s) exceeds \$15,000 for any 12-month period, including any subcontractors of such contractor or vendor.

Commented [TD7R6]: Note: Livable Wage Certificates:
a. Require a special field in Contract Works to be filled out; and
b. Must be renewed annually, from date of contract signing, if work will continue past one year.

Commented [TD8]: Note to Departmental Staff: Applicable if total amount of contract is \$50,000 or more.

Commented [TD9]: Note to Departmental Staff: Applicable if total amount of contract is \$15,000 or more.

Conditions shall control over conflicting provisions of Attachment C; and the remaining Contract Documents shall govern over conflicting provisions of Contractor's bid.

— Signatures follow on the next page —

SIGNATURE

Persons signing for the Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect. This Contract may be executed in counterparts, each of which may be deemed an original. This Contract may be executed electronically, and an electronic copy or other facsimile shall be treated as an original.

Contractor Neagley and Chase Construction Company[Name of Contractor] By: _____ Date: _____

City of Burlington Parks Recreation & Waterfront[Department] By: _____ Department Head[Name] Cindi Wight[Title] Date: _____
--

Commented [ER10]: STAFF: PROTECT YOURSELF FROM HAVING YOUR CONTRACT REPUDIATED!

For a Vermont entity, perform a search at the following site:
<https://bizfilings.vermont.gov/online/BusinessInquire>, to confirm the entity is authorized to conduct business, and to ascertain its officers.

Similar sites exist for other states' entities.

For a corporation, unless the consultant presents a corporate resolution authorizing the signatory to sign, request the signature of *two* officers, preferably including:

- (1)The president, CEO, chairperson, or any VP; and
- (2)The CFO/treasurer, secretary, COO, or any assistant CFO/treasurer, secretary, or COO.

For an LLC, typically a member/manager will sign if there is only one member/manager. Otherwise, at least two members/managers should sign, unless presented with an operating agreement authorizing one person to sign.

For a partnership, at least one general partner must sign.

Attachment A:

Notice to Bidders dated November 15, 2024

Commented [ER11]: If on-file, include a reference and explain how a copy may be obtained instead of attaching in full.

Attachment B:
Contractor's Bid Form dated March 12, 2025

Attachment C:
Burlington Standard Contract Provisions For Contractors

**Attachment D:
General & Special Conditions**

Attachment E:
Burlington Livable Wage Ordinance Certification

Commented [TD12]: Note to Departmental Staff: Applicable if the total amount of contract(s) *exceeds* \$15,000 for any 12-month period, including any subcontractors of such contractor or vendor.

Commented [TD13]: Note to Departmental Staff: Attach the Certification form *and* then the ordinance language.

This applies to:
- Attachment D: Burlington Livable Wage Ordinance Certification
- Attachment E: Burlington Outsourcing Ordinance Certification
-Attachment F: Burlington Union Deterrence Ordinance Certification

Attachment F:
Burlington Outsourcing Ordinance Certification

Commented [TD14]: Note to Departmental Staff: Applicable if total amount of contract is \$50,000 or more.

Attachment G:
Burlington Union Deterrence Ordinance Certification

Commented [TD15]: Note to Departmental Staff: Applicable if total amount of contract is \$15,000 or more.

Attachment H:
Contractor's Certificate of Insurance & Endorsements

ATTACHMENT I:
PAYMENT, PERFORMANCE, AND WARRANTY BONDS

**CITY OF BURLINGTON
REQUEST FOR QUALIFICATIONS**

Fletcher Free Library Exterior Envelope Improvements

Date of Issuance: November 15, 2024

Issued by: City of Burlington Department of Parks, Recreation & Waterfront

Questions Due: December 3, 2024 12:00 PM

Answers Due: December 5, 2024 12:00 PM

Due Date for Prequalification Statements: December 6, 2024 12:00 PM

Issue Notifications of Eligibility Status: December 20, 2024

Bid Documents Issued by Dore + Whittier Architects to Qualified Bidders: January 10, 2025

General Contractor Bids and Subcontractor Qualifications Due: February 4, 2025 10:00 AM

Bid Evaluation and Project Awarded: February 7, 2025

Point of Contact: Kim Bleakley, Central Facilities Manager & Capital Project Manager
Parks, Recreation & Waterfront
645 Pine Street, Burlington, Vermont 05401
802.557.7082
kbleakley@burlingtonvt.gov

I. PROJECT BACKGROUND

The City of Burlington, VT (hereinafter, “the City”) is seeking interested General Contractors to submit pre-qualification packages for an exterior envelope restoration and improvements project at the Fletcher Free Library, 235 College Street, Burlington, Vermont 05401. The scope of work for this contract includes envelope improvements on the 1904 “Carnegie Wing” of the Fletcher Free Library, including masonry, stone, and terra cotta restoration, lead-based paint abatement, wood windows and doors restoration, and fabrication and installation of custom sheet metal gutters and downspouts. This property is listed on the National Register of Historic Places. As such, due to the sensitive nature of this important cultural resource, the City will be executing a single contract with a Prequalified General Contractor (GC) for all the work. The City will also require that the Masonry Restoration, Wood Windows and Doors, and Lead-Based Paint Abatement Subcontractors, to be hired by the GC, meet certain minimum experience and personnel qualification requirements for their portions of the work. The City will be using Federal “Save America’s Treasures” grant funding to finance the project. The selected GC will be required to meet all necessary obligations under the federal and state law

associated with such financing including but not limited to having a valid Unique Entity Identifier (UEI) number available from SAM.gov , and insuring that all bids meet the requirements of the Davis-Bacon Wage Act and “Build America, Buy America” (BABA) provisions (as applicable). There may be other procurement requirements which will be listed in the specifications.

II. SCOPE OF QUALIFICATIONS

The scope of qualifications for this project has been professionally specified by local Architect Dore + Whittier Architects, Inc. See Exhibit A for Scope of Qualifications.

III. RESPONSE FORMAT

Contractors should email all response paperwork in PDF format to RFQ Point of Contact no later than December 6, 2024 at 12:00 PM. RFQ POC:

Kim Bleakley, Central Facilities Manager & Capital Project Manager Parks, Recreation & Waterfront 645 Pine Street, Burlington, Vermont 05401 802.557.7082 kbleakley@burlingtonvt.gov
--

IV. QUALIFIED CONTRACTOR SELECTION

General Contractors (GCs) must meet the pre-qualification criteria established by the City as outlined, and demonstrate competence and an ability to meet the criteria below:

1. Completed AIA Document A305-2020 (sample attached) with the following exception: If a company does not wish to submit financial statements as required by this AIA Document, the following two documents shall be provided instead:

- a letter from a surety or bonding company stating that the GC construction company may be bonded for the construction amount listed above.
- a letter from the company’s independent auditor stating that the company is in good financial standing and is financially stable to successfully complete the project as outlined herein according to their respective scope of work

and schedule.

The balance of the AIA A305 form must still be completed and provided.

2. Maintain a clear and stable organizational structure, both company-wide and for the Project.

3. Have all necessary registrations/licenses to perform the work.

4. The GC's proposed Project Manager and Site Superintendent planned to be used on this project shall be designated as part of their Qualifications submission, and shall have worked as employees of the applicant firm for the past three (3) consecutive years. Applicants shall clearly highlight conformance to this requirement in their pre-qualification statements. The Project Manager and Superintendent shall have had experience with at least three (3) projects of similar size and scope. Two (2) out of the three projects shall be Historical Renovation, Reconstruction, or Restoration construction projects completed while employed by the applicant firm. Each of these projects shall have reached final completion and received "very good" to "excellent" references, and they shall have been completed within the last fifteen (15) years. All applicants must provide reference information for each of the three (3) projects including the name, mailing or email address, phone number, and title of each reference. Applicants may provide more references if available. Projects performed on historic buildings listed on, or eligible for, a State Historic Preservation Register or the National Register of Historic Places will be rated higher in evaluations.

5. Provide suitable evidence of the capacity to complete the project within the estimated construction schedule and have a current project load that would not interfere with the applicant's ability to perform the work of the Project. All applicants shall provide information (name, location, and type of project, construction cost, schedule and percent completion) for all work currently under contract.

6. Submit evidence of sufficient insurance that will comply with the City's Minimum Insurance requirements for construction projects, "Attachment C-1 – Burlington, VT Insurance and Indemnification" (attached).

No response will be considered accepted until required submission paperwork is received by City Point of Contact.

V. SUBMISSIONS

The City and Design Consultant will review each submission based on the criteria outlined above and apply weighted scores for each criterium. The City will prequalify General Contractors based on this evaluation. Upon request, each applicant may receive a copy of their completed evaluation form with their notification of prequalification status.

VI. EXHIBITS

- A. Exhibit A: Scope of Qualifications
- B. Exhibit B: Page Intentionally Left Blank
- C. Exhibit C: AIA Document A305
- D. Exhibit D: Draft Construction Contract for Your Review
- E. Exhibit E: Burlington Standard Contract Conditions, Federal Standard Conditions and Insurance Requirements to Review for Awarded Contractor
- F. Exhibit F: Burlington Livable Wage Ordinance Certification For Your Review
- G. Exhibit G: Burlington Outsourcing Ordinance Certification For Your Review
- H. Exhibit H: Burlington Union Deterrence Ordinance Certification For Your Review

VII. CONTRACTING

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

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

VIII. AGREEMENT REQUIREMENTS

The selected consultant will be required to execute a contract with the City on the terms and conditions required by the City, including but not limited to those in the Burlington Contract Conditions (Exhibit E and the attached Draft Agreement. No proposal will be considered accepted until all necessary City authorizations—including those required by Board of Finance and City Council if necessary—have been received and an agreement is executed by both parties.

IX. LIMITATIONS OF LIABILITY

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

X. COSTS ASSOCIATED WITH REQUEST FOR QUALIFICATIONS

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

XI. INDEMNIFICATION

Any party responding to this Request for Qualifications is acting in an independent capacity and not as an officer or employee of the City. Any party responding to this Request for Qualifications

will be required to indemnify, defend, and hold harmless the City, its officers, and employees from all liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the responding party's acts and/or omissions in or related to the response.

XII. REJECTION OF REQUEST

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

XIII. OWNERSHIP OF DOCUMENTS

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

XIV. DUTY TO INFORM CITY OF DOCUMENT ERRORS

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

XV. PUBLIC RECORDS

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

Exhibit A

Scope of Qualifications



**City of Burlington, Vermont
Fletcher Free Library
REQUEST FOR QUALIFICATION
SUPPLEMENTARY INFORMATION FOR
GENERAL CONTRACTORS
For Exterior Envelope Improvements Project
November 15, 2024**

The City of Burlington, VT (hereinafter, "the City") is seeking interested General Contractors to submit pre-qualification packages for an exterior envelope restoration and improvements project at the Fletcher Free Library, 235 College Street, Burlington, Vermont 05401.

The scope of work for this contract includes envelope improvements on the 1904 "Carnegie Wing" of the Fletcher Free Library, including masonry, stone, and terra cotta restoration, lead-based paint abatement, wood windows and doors restoration, fabrication and installation of custom sheet metal gutters and downspouts, and related limited site work for a stormwater infiltration system from gutter downspouts.

This property is listed on the National Register of Historic Places. As such, due to the sensitive nature of this important cultural resource, the City will be executing a **single contract with a Prequalified General Contractor (GC) for all the work.** The City will also require that the Masonry Restoration, Wood Windows and Doors, and Lead-Based Paint Abatement Subcontractors, to be hired by the GC, meet certain minimum experience and personnel qualification requirements for their portions of the work (see below).

Estimated Construction Costs:

The construction budget for this scope of work is: **\$2,000,000 (+-)**

GENERAL CONTRACTOR Pre-Qualification Criteria:

General Contractors (GCs) must meet the pre-qualification criteria established by the City as outlined in the City's RFQ document, issued as part of this package.

Existing Building General Information:

The Fletcher Free Library is the flagship public library for the City of Burlington, located in the downtown Central Business District. The building consists of the original 1904 historically

significant “Carnegie Wing” and the 1981 addition which now functions as the main entrance and houses the main reading space, lending desk, and the majority of the collection.

Only the exterior façade of the 1904 Carnegie Wing of the building and the immediate site adjacent to it are within the scope of work of this project. The floor area of this wing of the building alone is approximately 18,980 SF (+-) on three levels. The overall area of the façades is approximately 10,950 SF; masonry area only is approximately 9,230 SF; window and door opening area is approximately 1,720 SF.

Proposed Project Overview:

The project includes:

- Historic Masonry Restoration: including brick repair and repointing, terra cotta repair and repointing, and stone repair and repointing; a written work plan and schedule, and all means and methods necessary to accomplish this work.

Qualifications for subcontractors intended to work on the project shall be submitted with the bids on a Subcontractor Qualification form to be provided in the Project Manual. Such subcontractors shall demonstrate evidence of minimum qualifications to work on a State-listed or Nationally-registered historic building, generally consisting of:

- Firm being in business at least ten years and on firm financial footing
 - Successful completion of at least three historical restoration projects of similar size and scope, with “very good” or “excellent” client references
 - Key personnel (project superintendent and foreman) each with at least five years’ experience on historic renovations/ restorations
 - Note any professional or technical qualifications or certifications that would distinguish the subcontractor’s technical skill and/or knowledge.
- Historic Wood Window and Door Restoration: including window/ door removal, repair and/or faithful historical reconstruction or reproduction, reassembly, installation of new insulating glazing units, window/ door reinstallation, and weather sealing and recoating exterior surfaces; detailed shop drawings indicating measured existing conditions of all window and door types, submittals, and a written work plan and schedule; all existing building opening weather protection, and means and methods necessary to accomplish this work.

Qualifications for subcontractors intended to work on the project shall be submitted with the bids on a Subcontractor Qualification form to be provided in the Project Manual. Such subcontractors shall demonstrate evidence of minimum qualifications

to work on a State-listed or Nationally-registered historic building, generally consisting of:

- Firm being in business at least ten years and on firm financial footing
 - Successful completion of at least three historical restoration projects of similar size and scope, with “very good” or “excellent” client references
 - Key personnel (project superintendent and foreman) each with at least five years’ experience on historic renovations/ restorations
 - Note any professional or technical qualifications or certifications that would distinguish the subcontractor’s technical skill and/or knowledge.
- Exterior Lead Paint Abatement: to be completed by a separate abatement firm on existing windows and doors prior to commencement of work on the openings restoration project.

Qualifications for subcontractors intended to work on the project shall be submitted with the bids on a Subcontractor Qualification form to be provided in the Project Manual. Such subcontractors shall demonstrate evidence of minimum qualifications to work on a State-listed or Nationally-registered historic building, generally consisting of:

- Firm being in business at least five years and on firm financial footing
 - Successful completion of at least three historical restoration projects of similar size and scope, with “very good” or “excellent” client references
 - Key personnel (project superintendent and foreman) each with at least three years’ experience on historic renovations/ restorations
 - Note any professional or technical qualifications or certifications that would distinguish the subcontractor’s technical skill and/or knowledge.
- Metal Gutters and Downspouts: including shop drawings and submittals, fabrication and installation of copper gutters and downspouts in limited areas of the building, and repair of existing metal gutters as needed; and all means and methods necessary to accomplish this work.
 - Related limited site work for a stormwater infiltration system from gutter downspouts: including shop drawings and submittals, excavation and backfill, installation of downspout receptors, underground drain piping, underground infiltration systems, and related details and appurtenances; and all means and methods necessary to accomplish this work.

Fletcher Free Library
REQUEST FOR QUALIFICATION INFORMATION FOR
GENERAL CONTRACTORS
Exterior Envelope Improvements Project
November 15, 2024

Preliminary Schedule:

The preliminary project schedule is as follows:

11/15/24	Publicly Advertise and Issue RFQ for General Contractor Qualifications
12/3/24	Last day to submit questions on RFQ
12/6/24, 12:00 PM	Due date for prequalification statements
12/20/24	Issue notifications of eligibility status.
1/10/25	Bid documents issued by D+W Architects to prequalified General Contractors. --Bid period 16 working days--
2/4/25, 10:00 AM	General Contractor Bids and Subcontractor Qualifications Due – Bid Opening immediately following
2/5 - 2/7/25	Bid evaluation, leveling, and de-scoping, due diligence completed, project awarded
4/21/25	GC mobilize
4/28/25	Commence Construction (subject to weather conditions)
7/28/25	Construction Substantial Completion and Punchlist
8/18/25	Construction Final Completion including Punchlist

Questions regarding the project may be directed to **Kim Bleakley via email only, until December 3, 2024, 2:00 PM.** Electronic copies of Pre-qualification Applications shall be submitted **via email only** no later than **Noon (12 PM) on Friday, December 6, 2024,**

To:

Kim Bleakley, Central Facilities and Capital Projects Manager

City of Burlington
Parks Recreation & Waterfront Department
645 Pine Street
Burlington, VT 05401
Phone (802) 557-7082

Email: kbleakley@burlingtonvt.gov

Exhibit B

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Exhibit C
AIA Document A305



AIA[®] Document A305[™] – 2020

Contractor's Qualification Statement

THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.

SUBMITTED BY: _____ **SUBMITTED TO:** _____
(Organization name and address.) (Organization name and address.)

NAME OF PROJECT: _____

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TYPE OF WORK TYPICALLY PERFORMED

(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)

THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:

(Check all that apply.)

- ☐ Exhibit A – General Information
- ☐ Exhibit B – Financial and Performance Information
- ☐ Exhibit C – Project-Specific Information
- ☐ Exhibit D – Past Project Experience
- ☐ Exhibit E – Past Project Experience (Continued)

CONTRACTOR CERTIFICATION

The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.

Organization's Authorized Representative
Signature

Date

Printed Name and Title

NOTARY

State of:

County of:

Signed and sworn to before me this ____ day of _____

Notary Signature

My commission expires: _____

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 15:48:14 ET on 10/12/2022 under Order No. 2114299176 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A305™ – 2020, Contractor's Qualification Statement, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)



AIA[®] Document A305[™] – 2020 Exhibit A

General Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by _____ and dated the _____ day of _____ in the year _____.
(In words, indicate day, month and year.)

§ A.1 ORGANIZATION

§ A.1.1 Name and Location

§ A.1.1.1 Identify the full legal name of your organization.

§ A.1.1.2 List all other names under which your organization currently does business and, for each name, identify jurisdictions in which it is registered to do business under that trade name.

§ A.1.1.3 List all prior names under which your organization has operated and, for each name, indicate the date range and jurisdiction in which it was used.

§ A.1.1.4 Identify the address of your organization's principal place of business and list all office locations out of which your organization conducts business. If your organization has multiple offices, you may attach an exhibit or refer to a website.

§ A.1.2 Legal Status

§ A.1.2.1 Identify the legal status under which your organization does business, such as sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other.

- .1 If your organization is a corporation, identify the state in which it is incorporated, the date of incorporation, and its four highest-ranking corporate officers and their titles, as applicable.
- .2 If your organization is a partnership, identify its partners and its date of organization.
- .3 If your organization is individually owned, identify its owner and date of organization.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

- .4** If the form of your organization is other than those listed above, describe it and identify its individual leaders:

§ A.1.2.2 Does your organization own, in whole or in part, any other construction-related businesses? If so, identify and describe those businesses and specify percentage of ownership.

§ A.1.3 Other Information

§ A.1.3.1 How many years has your organization been in business?

§ A.1.3.2 How many full-time employees work for your organization?

§ A.1.3.3 List your North American Industry Classification System (NAICS) codes and titles. Specify which is your primary NAICS code.

§ A.1.3.4 Indicate whether your organization is certified as a governmentally recognized special business class, such as a minority business enterprise, woman business enterprise, service disabled veteran owned small business, woman owned small business, small business in a HUBZone, or a small disadvantaged business in the 8(a) Business Development Program. For each, identify the certifying authority and indicate jurisdictions to which such certification applies.

§ A.2 EXPERIENCE

§ A.2.1 Complete Exhibit D to describe up to four projects, either completed or in progress, that are representative of your organization's experience and capabilities.

§ A.2.2 State your organization's total dollar value of work currently under contract.

§ A.2.3 Of the amount stated in Section A.2.2, state the dollar value of work that remains to be completed:

§ A.2.4 State your organization's average annual dollar value of construction work performed during the last five years.

§ A.3 CAPABILITIES

§ A.3.1 List the categories of work that your organization typically self-performs.

§ A.3.2 Identify qualities, accreditations, services, skills, or personnel that you believe differentiate your organization from others.

§ A.3.3 Does your organization provide design collaboration or pre-construction services? If so, describe those services.

§ A.3.4 Does your organization use building information modeling (BIM)? If so, describe how your organization uses BIM and identify BIM software that your organization regularly uses.

§ A.3.5 Does your organization use a project management information system? If so, identify that system.

§ A.4 REFERENCES

§ A.4.1 Identify three client references:

(Insert name, organization, and contact information)

§ A.4.2 Identify three architect references:

(Insert name, organization, and contact information)

§ A.4.3 Identify one bank reference:

(Insert name, organization, and contact information)

§ A.4.4 Identify three subcontractor or other trade references:

(Insert name, organization, and contact information)



AIA®

Document A305™ – 2020 Exhibit B

Financial and Performance Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by _____ and dated the _____ day of _____ in the year _____.
(In words, indicate day, month and year.)

§ B.1 FINANCIAL

§ B.1.1 Federal tax identification number:

§ B.1.2 Attach financial statements for the last three years prepared in accordance with Generally Accepted Accounting Principles, including your organization's latest balance sheet and income statement. Also, indicate the name and contact information of the firm that prepared each financial statement.

§ B.1.3 Has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, been the subject of any bankruptcy proceeding within the last ten years?

§ B.1.4 Identify your organization's preferred credit rating agency and identification information.

(Identify rating agency, such as Dun and Bradstreet or Equifax, and insert your organization's identification number or other method of searching your organization's credit rating with such agency.)

§ B.2 DISPUTES AND DISCIPLINARY ACTIONS

§ B.2.1 Are there any pending or outstanding judgments, arbitration proceedings, bond claims, or lawsuits against your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A, Section 1.2, in which the amount in dispute is more than \$75,000?

(If the answer is yes, provide an explanation.)

§ B.2.2 In the last five years has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management:

(If the answer to any of the questions below is yes, provide an explanation.)

.1 _____ failed to complete work awarded to it?

.2 _____ been terminated for any reason except for an owners' convenience?

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

.3 had any judgments, settlements, or awards pertaining to a construction project in which your organization was responsible for more than \$75,000?

.4 filed any lawsuits or requested arbitration regarding a construction project?

§ B.2.3 In the last five years, has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management; or any of the individuals listed in Exhibit A Section 1.2:

(If the answer to any of the questions below is yes, provide an explanation.)

.1 been convicted of, or indicted for, a business-related crime?

.2 had any business or professional license subjected to disciplinary action?

.3 been penalized or fined by a state or federal environmental agency?



AIA[®] Document A305[™] – 2020 Exhibit C

Project Specific Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by _____ and dated the _____ day of _____ in the year _____.
(In words, indicate day, month and year.)

PROJECT:

(Name and location or address.)

CONTRACTOR'S PROJECT OFFICE:

(Identify the office out of which the contractor proposes to perform the work for the Project.)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TYPE OF WORK SOUGHT

(Indicate the type of work you are seeking for this Project, such as general contracting, construction manager as constructor, design-build, HVAC subcontracting, electrical subcontracting, plumbing subcontracting, etc.)

CONFLICT OF INTEREST

Describe any conflict of interest your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A Section 1.2, may have regarding this Project.

§ C.1 PERFORMANCE OF THE WORK

§ C.1.1 When was the Contractor's Project Office established?

§ C.1.2 How many full-time field and office staff are respectively employed at the Contractor's Project Office?

§ C.1.3 List the business license and contractor license or registration numbers for the Contractor's Project Office that pertain to the Project.

§ C.1.4 Identify key personnel from your organization who will be meaningfully involved with work on this Project and indicate (1) their position on the Project team, (2) their office location, (3) their expertise and experience, and (4) projects similar to the Project on which they have worked.

§ C.1.5 Identify portions of work that you intend to self-perform on this Project.

§ C.1.6 To the extent known, list the subcontractors you intend to use for major portions of work on the Project.

§ C.2 EXPERIENCE RELATED TO THE PROJECT

§ C.2.1 Complete Exhibit D to describe up to four projects performed by the Contractor's Project Office, either completed or in progress, that are relevant to this Project, such as projects in a similar geographic area or of similar project type. If you have already completed Exhibit D, but want to provide further examples of projects that are relevant to this Project, you may complete Exhibit E.

§ C.2.2 State the total dollar value of work currently under contract at the Contractor's Project Office:

§ C.2.3 Of the amount stated in Section C.2.2, state the dollar value of work that remains to be completed:

§ C.2.4 State the average annual dollar value of construction work performed by the Contractor's Project Office during the last five years.

§ C.2.5 List the total number of projects the Contractor's Project Office has completed in the last five years and state the dollar value of the largest contract the Contractor's Project Office has completed during that time.

§ C.3 SAFETY PROGRAM AND RECORD

§ C.3.1 Does the Contractor's Project Office have a written safety program?

§ C.3.2 List all safety-related citations and penalties the Contractor's Project Office has received in the last three years.

§ C.3.3 Attach the Contractor's Project Office's OSHA 300a Summary of Work-Related Injuries and Illnesses form for the last three years.

§ C.3.4 Attach a copy of your insurance agent's verification letter for your organization's current workers' compensation experience modification rate and rates for the last three years.

§ C.4 INSURANCE

§ C.4.1 Attach current certificates of insurance for your commercial general liability policy, umbrella insurance policy, and professional liability insurance policy, if any. Identify deductibles or self-insured retentions for your commercial general liability policy.

§ C.4.2 If requested, will your organization be able to provide property insurance for the Project written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis?

§ C.4.3 Does your commercial general liability policy contain any exclusions or restrictions of coverage that are prohibited in AIA Document A101-2017, Exhibit A, Insurance A.3.2.2.2? If so, identify.

§ C.5 SURETY

§ C.5.1 If requested, will your organization be able to provide a performance and payment bond for this Project?

§ C.5.2 Surety company name:

§ C.5.3 Surety agent name and contact information:

§ C.5.4 Total bonding capacity:

§ C.5.5 Available bonding capacity as of the date of this qualification statement:



AIA[®] Document A305™ – 2020 Exhibit D

Contractor's Past Project Experience

	1	2	3	4
PROJECT NAME				
PROJECT LOCATION				
PROJECT TYPE				
OWNER				
ARCHITECT				
CONTRACTOR'S PROJECT EXECUTIVE				
KEY PERSONNEL (include titles)				
PROJECT DETAILS	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work
PROJECT DELIVERY METHOD	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:
SUSTAINABILITY CERTIFICATIONS				



AIA[®] Document A305[™] – 2020 Exhibit E

Contractor's Past Project Experience, Continued

	1	2	3	4
PROJECT NAME				
PROJECT LOCATION				
PROJECT TYPE				
OWNER				
ARCHITECT				
CONTRACTOR'S PROJECT EXECUTIVE				
KEY PERSONNEL (include titles)				
PROJECT DETAILS	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work
PROJECT DELIVERY METHOD	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:
SUSTAINABILITY CERTIFICATIONS				

Exhibit D
Draft Construction Contract
For Your Review

CITY OF BURLINGTON
DRAFT CONSTRUCTION CONTRACT

This Construction Contract (“Contract”) is entered into by and between the City of Burlington, Vermont (“the City”), and [REDACTED] (“Contractor”), a Vermont corporation located at [REDACTED].

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

1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Contract Documents”** means all the documents identified in Section 7.A.
- B. **“Effective Date”** means the date on which this Contract is approved and signed by the City, as shown on the signature page.
- C. **“Party”** means the City or Contractor, and **“Parties”** means the City and Contractor.
- D. **“Project”** means the [REDACTED].
- E. **“Work”** means the services described in Section 5 (Payment for Services) of this Contract, along with the specifications contained in the Contract Documents as defined in Section 4 (Scope of Work) below.

2. RECITALS

- A. **Authority.** Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party’s obligations have been duly authorized.
- B. **Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.
- C. **Purpose.** The City seeks to employ the Contractor to [REDACTED].

3. EFFECTIVE DATE & TERM

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

B. Term. This Contract and the Parties' respective performance shall commence on the Effective Date and expire on final acceptance by the City, unless sooner terminated as provided herein.

4. SCOPE OF WORK

Contractor shall construct the Project in accordance with all the provisions hereof, including with the Contract Documents and the plans, specifications, and technical details on-file with the City and referenced or included in the Notice to Bidders (dated [REDACTED]), including any addenda thereto), all of which are incorporated herein by this reference as though fully set forth.

5. PAYMENT FOR SERVICES

A. Amount. The City shall pay the Contractor for completion of the Work in accordance with Attachment B (Contractor's Bid Proposal) [or as follows: [REDACTED]], subject to the Maximum Limiting Amount in Paragraph C, below.

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

B. Payment Schedule. The City shall pay the Contractor in the manner and at such times as set forth in the Contract Documents [or as follows: [REDACTED]]. The City seeks to make payment within thirty days of receipt of an invoice and any backup documentation requested under subsection D (Invoice) below.

C. Maximum Limiting Amount. The total amount that may be paid to the Contractor for all services and expenses under this Contract shall not exceed the maximum limiting amount of \$[REDACTED]. The City shall not be liable to Contractor for any amount exceeding the maximum limiting amount without duly authorized written approval.

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

[Name, address, phone, email]

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

6. SECTION & ATTACHMENT HEADINGS

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

7. CONTRACT DOCUMENTS & ORDER OF PRECEDENT

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

The following documents constitute the Contract Documents:

Attachment A: Notice to Bidders dated [REDACTED]

Attachment B: Contractor's Bid Form [REDACTED]

Attachment C: Burlington Standard Provisions for Construction Contracts

Attachment D: General & Special Conditions

Unless otherwise specified or modified by the Contract Documents, the General & Special Conditions hereby incorporate by this reference as though fully set forth the 2024 VTrans Standard Specifications for Construction (or later edition), available here for reference purposes: <https://vtrans.vermont.gov/highway/construct-material/construct-services/pre-contractspecifications/vermont/2024>. Attachment D, including any appendices thereto (the provisions of which apply to this Contract), modifies or supplements the VTrans Standard Specifications for purposes of this Contract.

Attachment E: Burlington Livable Wage Ordinance Certification

Attachment F: Burlington Outsourcing Ordinance Certification

Attachment G: Burlington Union Deterrence Ordinance Certification

Attachment H: Contractor's Certificate of Insurance & Endorsements

Attachment I: Payment, Performance, and/or Warranty Bonds

- B. Order of Precedent.** To the extent a conflict or inconsistency exists between provisions of the Contract Documents relating to indemnification or defense, the provision most protective of the City (and of the State, if this is a state-aid contract) shall apply. In all other cases, this Contract shall govern over the other Contract Documents; plans, technical specifications, and technical details shall govern over other provisions; General & Special Conditions shall control over conflicting provisions of Attachment C; and the remaining Contract Documents shall govern over conflicting provisions of Contractor's bid.

— Signatures follow on the next page —

SIGNATURE

Persons signing for the Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect. This Contract may be executed in counterparts, each of which may be deemed an original. This Contract may be executed electronically, and an electronic copy or other facsimile shall be treated as an original.

Contractor

[Name of Contractor]

By: _____

Date: _____

City of Burlington

[Department]

By: _____

[Name]

[Title]

Date: _____

Attachment A:
Notice to Bidders dated [REDACTED]

Attachment B:
Contractor's Bid Form dated [REDACTED]

Attachment C:
Burlington Standard Contract Provisions For Contractors

**Attachment D:
General & Special Conditions**

Attachment E:
Burlington Livable Wage Ordinance Certification

Attachment F:
Burlington Outsourcing Ordinance Certification

Attachment G:
Burlington Union Deterrence Ordinance Certification

Attachment H:
Contractor's Certificate of Insurance & Endorsements

ATTACHMENT I:
PAYMENT, PERFORMANCE, AND WARRANTY BONDS

Exhibit E

Burlington Standard Contract Conditions

Federal Standard Conditions

Insurance Requirements

EXHIBIT E:
ATTACHMENT C:
BURLINGTON STANDARD CONTRACT CONDITIONS
FOR CONSTRUCTION CONTRACTORS

1. DEFINITIONS:

- A. The “Contract” shall mean the Contract between Contractor and the City to which these conditions apply and includes this Attachment C.
- B. The “Contractor” shall mean _____.
- C. The “City” shall mean the City of Burlington, Vermont or any of its departments.
- D. The “Effective Date” shall mean the date on which the Contract becomes effective according to its terms, or if no effective date is stated, the date that all parties to it have signed.
- E. The “Parties” shall mean the parties to this Contract.
- F. The “Work” shall mean the services being provided by the Contractor, as provided in the Contract.

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

3. INSURANCE & INDEMNIFICATION: The insurance and indemnification provisions set forth in Attachment C-1 are incorporated by this reference as though fully set forth. Any provisions of this Contract for indemnification, defense, release of liability, or warranty, shall survive termination hereof.

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

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

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

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

The Contractor warrants that no company or person has been employed or retained (other than a bona fide employee working solely for the Contractor) to solicit or secure this Contract, and

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

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

6. **PERFORMANCE:** Contractor warrants that performance of Work will conform to the requirements of this Contract. Contractor shall use that degree of ordinary care and reasonable diligence that an experienced and qualified provider of similar services would use acting in like circumstances and experience in such matters and in accordance with the standards, practices and procedures established by Contractor for its own business.
7. **RESPONSIBILITY FOR SUPERVISION:** The Contractor shall assume primary responsibility for general supervision of Contractor employees and any subcontractors for all work performed under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions, and contents of work performed under the Contract. The Contractor shall be responsible to the City for all acts or omissions of its subcontractors and any other person performing work under this Contract.
8. **INSPECTION OF WORK:** The City shall, at all times, have access to the Contractor's work for the purposes of inspection, accounting, and auditing, and the Contractor shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Contractor shall permit the City or representative for the City the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Contractor pursuant to the Contract, as well as any preparatory work, work-in-progress, or completed work at a field site.

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

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

The City shall provide the land and/or construction easements for the land upon which the Work under this Contract is to be done, and will, so far as is convenient, permit the Contractor

to use as much of the land as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide at the Contractor's cost and expense any additional land required.

10. PROTECTION OF PROPERTY:

- A. In General: Contractor shall avoid damage, as a result of its operations, to trees, plant life, existing sidewalks, curbs, streets, alleys, pavements, utilities, adjoining property, the work of other contractors, and the property of the City and others. Contractor shall, at its own expense, repair any damage to any property caused by Contractor's operations.
- B. Underpinning and Shoring: Contractor shall become familiar with the requirements of local and state laws applicable to underpinning, shoring and other work affecting adjoining property, and wherever required by law Contractor shall shore up, brace, underpin, secure and protect as may be necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected in any way by the excavations or other operations connected with the work to be performed under this Contract.
- C. Damage to Utilities: Contractor shall be responsible for all damage to any utility equipment or structures caused by its acts or omissions to act, whether negligent or otherwise, and shall leave the utility equipment or structures in as good condition as they were in prior to the commencement of operations under this contract. However, any utility equipment or structures damaged as a result of any act, or omission to act, of the contractor may, at the option of the city department, utility company, or other party owning or operating the utility equipment or structures damaged, be repaired by the city department, utility company, or other party, and in that event, the cost of repairs shall be borne by Contractor.

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

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

13. APPEARANCES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Changes for Work, quantities, and/or conditions will include any respective time adjustment, if justified. Time adjustments will require an updated Project Schedule with the Change Order.

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

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

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

20. PUBLIC HEALTH EMERGENCY:

- A. Compliance with Mandates and Guidance:** The Contractor is advised that public health emergencies—meaning public health emergencies, as declared by the City, the State of Vermont, or the Federal Government—may introduce significant uncertainty into the project. The Contractor must comply with all local, state, federal orders, directives, regulations, guidance, advisories during a public health emergency. Contractor shall adhere to the below provisions and consider public health emergencies as it develops project schedules and advances the Work.
- B. Creation of Public Health Emergency Plan:** For any work performed on-site at a City location, the Contractor shall create a public health emergency plan acceptable to the City. The Contractor shall be responsible for following this plan and ensuring that the project or site is stable and in a safe and maintainable condition.
- a. **Public Health Emergency Plan:** The Public Health Emergency Plan will contain:
 - i. Measures to manage risk and mitigate potential impacts to the health and safety of the public, the City and Contractor's workers;
 - ii. Explicit reference to any health and safety performance standards and mandates provided by the City, the State of Vermont, the Federal government, or other relevant governmental entities;
 - iii. A schedule for possible updates to the plan as standards and mandates change; and
 - iv. Means to adjust the schedule and sequence of work should the emergency change in nature or duration.
 - b. **Review and Acceptance of Plan:**

- i. Contractor must provide the plan to the City by the Effective Date of this Contract or by one (1) week prior to the commencement of on-site activities, whichever is later.
- ii. The City shall have sole discretion to require changes to the plan.
- iii. The City may revisit the plan at any time to verify compliance with obligations that arise under a state of emergency.

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

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

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

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

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

22. PAYMENT FOR EXTRA WORK, ADDITIONAL SERVICES OR CHANGES: The City may, in writing, require or agree to changes, or additions to or deletions from the originally contemplated scope of work.

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

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

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

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

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

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

City.

- 25. ACCEPTANCE OF FINAL PAYMENT; RELEASE:** Contractor's acceptance of the final payment shall be a release in full of all claims against the City or its agents arising out of or by reason of the Work. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the Contract Documents or any performance or payment bond.
- 26. OWNERSHIP OF THE WORK:** The Contractor agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the Contractor, hereafter referred to as "instruments of professional service", shall become the property of the City as they are prepared and/or developed in the course of the Contract. The Contractor agrees to allow the City access to all "instruments of professional service" at any time. The Contractor shall not copyright any material originating under the Contract without prior written approval of the City. No publications or publicity of the work, in part or in total, shall be made without the express written agreement of the City, except that Contractor may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.
- 27. PROPRIETARY RIGHTS:** The Parties under the Contract hereby mutually agree that, if patentable discoveries or inventions should result from work performed by the Contractor under the Contract, all rights accruing from such discoveries or inventions shall be the sole property of the Contractor. The Contractor, however, agrees to and does hereby grant to the City an irrevocable, nonexclusive, non-transferable, and royalty-free license to the manufacture, use, and disposition of any discovery or invention that may be developed as a part of the Work under the Contract.
- 28. PUBLIC RECORDS:** The Contractor understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled is solely within the purview of City. The Contractor shall identify all records that it considers to be trade secrets as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act and shall also identify all other records it considers to be exempt under the Act. It is not sufficient to merely state generally that the record is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.
- 29. RECORDS RETENTION AND ACCESS:** The Contractor agrees to retain, in its files, and to produce to the City—within the time periods requested—all books, documents, electronic data media (EDM), accounting records, and other records produced or acquired by the Contractor in the performance of this Contract which are related to the City, at any time during this Contract and for a period of at least three (3) years after its completion or termination. In addition, if any audit, claim, or litigation is commenced before the expiration of that three (3)

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

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

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

This warranty of material and workmanship applies only:

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

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

If the Contractor is unable, after receipt of two (2) written notices given to Contractor by the City, to successfully repair or replace the labor, equipment, or materials within six (6) months

of the second notice, then the District's repair and replace warranty shall be deemed to have failed and the City's rights and remedies shall not be limited by the provisions of this section.

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

32. SETTLEMENTS OF MISUNDERSTANDINGS: Neither Party shall file any litigation arising from this Contract without first attempting in good faith to resolve the Parties' dispute through negotiated settlement or mediation; provided, however, that any applicable statute of limitations shall toll during any period in which the Parties are actively and mutually engaged in dispute resolution; and provided further that nothing herein shall prevent either Party from seeking emergency relief in appropriate circumstances from a court of competent jurisdiction.

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

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

B. Termination for Cause:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Federal Aid Contract Requirements

This is a federal aid contract. The request for Proposals, Notice to Bidders, or other solicitation for this Contract may contain or incorporate by reference certain federal requirements, which are hereby incorporated by this reference as though fully set forth.

If this is a state-aid construction contract, unless otherwise indicated in, or modified by, any Contract Document, the 2024 VTrans Standard Specifications for Construction Contracts (or more current version) are incorporated herein by this reference as though fully set forth. In case of any conflict between the provisions thereof and the provisions of Attachment C-1 of this Contract regarding indemnification and defense, the more stringent requirements shall apply. The 2024 Standard Specifications are available here for reference purposes: <https://vtrans.vermont.gov/highway/construct-material/construct-services/pre-contractspecifications/vermont/2024>.

If this is a federal-aid construction contract, applicable provisions of form FHWA-1273 are incorporated herein by this reference as though fully set forth. The current version of this form is available here for reference purposes: <https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>.

If this is a federal-aid construction contract, it shall be governed by the requirements of Section 70914 of the Build America, Buy America Act (BABAA), under Title IX of the Infrastructure Investment and Jobs Act, Pub. L. 177-58.

If this agreement is for professional services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58: While professional services are not subject to BABAA, the Consultant understands that they are responsible for ensuring that, absent a waiver by the appropriate federal agency, the City shall not approve for use in this project, any iron, steel, manufactured products, or construction materials unless such materials have been produced in the United States. The Consultant shall obtain all necessary compliance certificates for work that is within the Consultant's scope of work. Failure to do so shall be a default under this agreement.

Guidance on complying with BABAA is outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

The Contractor or Consultant shall comply with all applicable federal, state, and local laws, including applicable provisions of 2 C.F.R. Part 200, and in particular applicable provisions of Appendix II to Part 200, available here for reference: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200>.

The Contractor or Consultant shall not discriminate against any person in its use of the Grant based upon race, color, sex, gender (including pregnancy, general identity, or gender expression), sexual orientation, religion, national origin, ancestry or place of birth, mental or physical disability, age, or family status.

The Contractor or Consultant shall comply with the Equal Opportunity Clause set forth in 41 C.F.R. 60-1.4(b), available here for reference: [https://www.ecfr.gov/current/title-41/subtitle-B/chapter-60/part-60-1/subpart-A/section-60-1.4#p-60-1.4\(b\)](https://www.ecfr.gov/current/title-41/subtitle-B/chapter-60/part-60-1/subpart-A/section-60-1.4#p-60-1.4(b)).

Any requirement of any of the Contract Documents allowing City inspection or audit of any kind or nature relating to the Contract shall extend to any state or federal agency.

If this contract involves the procurement of telecommunications equipment or services, then the contract provisions referenced in Federal Acquisition Regulation 4.2105 are hereby incorporated into this Contract by reference as though fully set forth, and are available here for reference: https://www.acquisition.gov/far/4.2105#FAR_4_2105.

Exhibit F
Burlington Livable Wage Ordinance

ARTICLE VI. LIVABLE WAGES¹

21-80 Findings and purpose.

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

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

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

21-81 Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

21-82 Livable wages required.

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

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

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

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

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

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

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

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

21-83 Applicability.

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

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

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

21-84 Enforcement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) Reasonable attorneys' fees and costs.

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

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

21-85 Other provisions.

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

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

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

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

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

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

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

21-86 Exemptions.

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

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

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

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

21-87 Severability.

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

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

21-88 Annual reporting.

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

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

(Ord. of 10-21-13)

21-89 Effective date.

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

(Ord. of 10-21-13)

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

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

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

- (1) The Contractor shall pay all "covered employees" as defined by the LWO (including covered employees of subcontractors or subgrantees) a livable wage (as determined, or adjusted, annually by the City's chief administrative officer), and shall provide required paid time off for the term of the contract (*or the duration of the contracted project*);
 - (a) Full-time employees are entitled to 12 days of paid time off per year; and
 - (b) Part-time employees are entitled to 12 days of paid time off per year on a prorated basis;
 - (c) For a covered employer that provides employer assisted health care, the livable wage shall be at least \$17.96 per hour; and
 - (d) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least \$19.15 per hour.
- (2) The Contractor shall post a notice regarding the applicability of the LWO in the workplace or in other locations where covered employees normally work, and where such notice can be readily seen;
- (3) Upon request of the City's chief administrative officer, the Contractor, for itself and, as applicable, for any of its subcontractors or subgrantees, shall provide payroll records, health insurance enrollment records, and other relevant documentation, as deemed necessary by the chief administrative officer, within ten (10) business days from receipt of the City's request;
- (4) The Contractor shall cooperate in any investigation conducted pursuant to the LWO by the City's designated accountability monitors or the City's Office of City Attorney & Corporate Counsel;
- (5) The Contractor shall not retaliate, nor allow any of its subcontractors or subgrantees to retaliate, against an employee or other person because such employee or person has exercised rights or is planning to exercise rights protected under the LWO, or has cooperated in an investigation conducted pursuant to the LWO;
- (6) The Contractor is required to insert in all subcontracts the requirements of the LWO. The Contractor is liable for violations of the LWO committed by its covered subcontractors.

Date: _____

By: _____

Contractor, or its duly authorized agent

Subscribed and sworn to before me:

Date: _____

Notary Public

Exhibit G
Burlington Outsourcing Ordinance

ARTICLE VII. OUTSOURCING

21-90 Policy.

It is the policy of the City of Burlington to let service contracts to contractors, subcontractors and vendors who perform work in the United States.

(Ord. of 11-21-05/12-21-05)

21-91 Definitions.

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

(b) *Government funded project.* Any contract for services which involves any city funds and the total amount of the contract is fifty thousand dollars (\$50,000.00) or more. Burlington School Department contracts shall not be considered government funded projects under this article.

(c) *Outsourcing.* The assigning or reassigning, directly, or indirectly through subcontracting, of services under a government funded project to workers performing the work outside of the United States.

(Ord. of 11-21-05/12-21-05)

21-92 Implementation.

(a) No contract for a government funded project shall be let to any contractor, subcontractor, or vendor who is outsourcing, or causing the work to be performed outside of the United States or Canada.

(b) Prior to the commencement of work on a government funded project a contractor, subcontractor or vendor shall provide written certification that the services provided under the contract will be performed in the United States or Canada.

(Ord. of 11-21-05/12-21-05)

21-93 Exemption.

An exemption from requirements of this article may be authorized by the chief administrative officer based upon a determination that the services to be performed for the government funded project are not available in the United States or Canada at a reasonable cost. Any such exemption decision by the chief administrative officer

shall be reported to the board of finance in writing within five (5) days. The board of finance may, if it should vote to do so, override the exemption decision if such vote occurs within fourteen (14) days of the date of the chief administrative officer's communication to such board.

(Ord. of 11-21-05/12-21-05)

21-94 Enforcement.

(a) Any contractor, subcontractor or vendor who files false or materially misleading information in connection with an application, certification or request for information pursuant to the provisions of this article or outsources work on a government funded project shall be deemed to be in violation of this article.

(b) A violation of this article shall be a civil offense subject to a civil penalty of from one hundred dollars (\$100.00) to five hundred (\$500.00). All law enforcement officers and any other duly authorized municipal officials are authorized to issue a municipal complaint for a violation of this article. Each day any violation of any provision of this article shall continue shall constitute a separate violation.

(c) The City of Burlington shall have the right to modify, terminate and or seek specific performance of any contract for a government funded project if the contractor, subcontractor or vendor has not complied with this article.

(Ord. of 11-21-05/12-21-05)

21-95—21-99 Reserved.

I, _____, on behalf of

_____ (Contractor) and in connection with the

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

By: _____
Duly Authorized Agent

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Exhibit G

H

Burlington Union Deterrence Ordinance

ARTICLE VIII. UNION DETERRENCE

21-100 Policy.

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

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

21-101 Definitions.

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

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

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

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

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

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

21-102 Implementation.

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

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

21-103 Enforcement.

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

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

21-104—21-110 Reserved.

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

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

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

By: _____
Duly Authorized Agent

EXHIBIT E:
ATTACHMENT C:
BURLINGTON STANDARD CONTRACT CONDITIONS
FOR CONSTRUCTION CONTRACTORS

1. DEFINITIONS:

- A. The “Contract” shall mean the Contract between Contractor and the City to which these conditions apply and includes this Attachment C.
- B. The “Contractor” shall mean Neagley & Chase Construction Company.
- C. The “City” shall mean the City of Burlington, Vermont or any of its departments.
- D. The “Effective Date” shall mean the date on which the Contract becomes effective according to its terms, or if no effective date is stated, the date that all parties to it have signed.
- E. The “Parties” shall mean the parties to this Contract.
- F. The “Work” shall mean the services being provided by the Contractor, as provided in the Contract.

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

3. INSURANCE & INDEMNIFICATION: The insurance and indemnification provisions set forth in Attachment C-1 are incorporated by this reference as though fully set forth. Any provisions of this Contract for indemnification, defense, release of liability, or warranty, shall survive termination hereof.

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

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

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

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

The Contractor warrants that no company or person has been employed or retained (other than a bona fide employee working solely for the Contractor) to solicit or secure this Contract, and

Commented [TD1]: Note to Departmental Staff: **Remove**, unless Attachment C is added to a non-City contract.

Commented [TD2R1]: Update B. “Contractor” with Contractor’s full name.

Commented [ER3]: STAFF- IT IS EXTREMELY IMPORTANT THAT YOU ATTACH ATTACHMENT C-1. THIS IS A NEW ATTACHMENT EFFECTIVE MARCH 2024. DO NOT FORGET TO ATTACH ATTACHMENT C-1.

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

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

6. **PERFORMANCE:** Contractor warrants that performance of Work will conform to the requirements of this Contract. Contractor shall use that degree of ordinary care and reasonable diligence that an experienced and qualified provider of similar services would use acting in like circumstances and experience in such matters and in accordance with the standards, practices and procedures established by Contractor for its own business.
7. **RESPONSIBILITY FOR SUPERVISION:** The Contractor shall assume primary responsibility for general supervision of Contractor employees and any subcontractors for all work performed under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions, and contents of work performed under the Contract. The Contractor shall be responsible to the City for all acts or omissions of its subcontractors and any other person performing work under this Contract.
8. **INSPECTION OF WORK:** The City shall, at all times, have access to the Contractor's work for the purposes of inspection, accounting, and auditing, and the Contractor shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Contractor shall permit the City or representative for the City the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Contractor pursuant to the Contract, as well as any preparatory work, work-in-progress, or completed work at a field site.

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

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

The City shall provide the land and/or construction easements for the land upon which the Work under this Contract is to be done, and will, so far as is convenient, permit the Contractor

to use as much of the land as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide at the Contractor's cost and expense any additional land required.

10. PROTECTION OF PROPERTY:

- A. In General: Contractor shall avoid damage, as a result of its operations, to trees, plant life, existing sidewalks, curbs, streets, alleys, pavements, utilities, adjoining property, the work of other contractors, and the property of the City and others. Contractor shall, at its own expense, repair any damage to any property caused by Contractor's operations.
- B. Underpinning and Shoring: Contractor shall become familiar with the requirements of local and state laws applicable to underpinning, shoring and other work affecting adjoining property, and wherever required by law Contractor shall shore up, brace, underpin, secure and protect as may be necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected in any way by the excavations or other operations connected with the work to be performed under this Contract.
- C. Damage to Utilities: Contractor shall be responsible for all damage to any utility equipment or structures caused by its acts or omissions to act, whether negligent or otherwise, and shall leave the utility equipment or structures in as good condition as they were in prior to the commencement of operations under this contract. However, any utility equipment or structures damaged as a result of any act, or omission to act, of the contractor may, at the option of the city department, utility company, or other party owning or operating the utility equipment or structures damaged, be repaired by the city department, utility company, or other party, and in that event, the cost of repairs shall be borne by Contractor.

- 11. **PUBLIC RELATIONS:** Throughout the performance of the Contract, the Contractor will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Contractor shall conduct themselves with propriety. The Contractor agrees to inform property owners and/or tenants, in a timely manner, if there is need for entering upon private property as an agent of the City, in accordance with 19 V.S.A. § 35 and §.503, to accomplish the work under the Contract. The Contractor agrees that any work will be done with minimum damage to the property and disturbance to the owner. Upon request of the Contractor, the City shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the Contractor is acting as an agent of the City.
- 12. **ACKNOWLEDGEMENTS:** Acknowledgment of the City's support must be included in any and all publications, renderings and project publicity, including audio/visual materials developed under this contract.

13. APPEARANCES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Changes for Work, quantities, and/or conditions will include any respective time adjustment, if justified. Time adjustments will require an updated Project Schedule with the Change Order.

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

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

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

20. PUBLIC HEALTH EMERGENCY:

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

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

- a. **Public Health Emergency Plan:** The Public Health Emergency Plan will contain:
- i. Measures to manage risk and mitigate potential impacts to the health and safety of the public, the City and Contractor's workers;
 - ii. Explicit reference to any health and safety performance standards and mandates provided by the City, the State of Vermont, the Federal government, or other relevant governmental entities;
 - iii. A schedule for possible updates to the plan as standards and mandates change; and
 - iv. Means to adjust the schedule and sequence of work should the emergency change in nature or duration.
- b. **Review and Acceptance of Plan:**

Commented [TD4]: Note to Departmental Staff: this may apply more to contractors than consultants, so if an consultant contests this, please check with your Assistant City Attorney.

- i. Contractor must provide the plan to the City by the Effective Date of this Contract or by one (1) week prior to the commencement of on-site activities, whichever is later.
- ii. The City shall have sole discretion to require changes to the plan.
- iii. The City may revisit the plan at any time to verify compliance with obligations that arise under a state of emergency.

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

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

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

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

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

22. PAYMENT FOR EXTRA WORK, ADDITIONAL SERVICES OR CHANGES: The City may, in writing, require or agree to changes, or additions to or deletions from the originally contemplated scope of work.

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

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

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

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

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

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

City.

- 25. ACCEPTANCE OF FINAL PAYMENT; RELEASE:** Contractor's acceptance of the final payment shall be a release in full of all claims against the City or its agents arising out of or by reason of the Work. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the Contract Documents or any performance or payment bond.
- 26. OWNERSHIP OF THE WORK:** The Contractor agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the Contractor, hereafter referred to as "instruments of professional service", shall become the property of the City as they are prepared and/or developed in the course of the Contract. The Contractor agrees to allow the City access to all "instruments of professional service" at any time. The Contractor shall not copyright any material originating under the Contract without prior written approval of the City. No publications or publicity of the work, in part or in total, shall be made without the express written agreement of the City, except that Contractor may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.
- 27. PROPRIETARY RIGHTS:** The Parties under the Contract hereby mutually agree that, if patentable discoveries or inventions should result from work performed by the Contractor under the Contract, all rights accruing from such discoveries or inventions shall be the sole property of the Contractor. The Contractor, however, agrees to and does hereby grant to the City an irrevocable, nonexclusive, non-transferable, and royalty-free license to the manufacture, use, and disposition of any discovery or invention that may be developed as a part of the Work under the Contract.
- 28. PUBLIC RECORDS:** The Contractor understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled is solely within the purview of City. The Contractor shall identify all records that it considers to be trade secrets as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act and shall also identify all other records it considers to be exempt under the Act. It is not sufficient to merely state generally that the record is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.
- 29. RECORDS RETENTION AND ACCESS:** The Contractor agrees to retain, in its files, and to produce to the City—within the time periods requested—all books, documents, electronic data media (EDM), accounting records, and other records produced or acquired by the Contractor in the performance of this Contract which are related to the City, at any time during this Contract and for a period of at least three (3) years after its completion or termination. In addition, if any audit, claim, or litigation is commenced before the expiration of that three (3)

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

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

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

This warranty of material and workmanship applies only:

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

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

If the Contractor is unable, after receipt of two (2) written notices given to Contractor by the City, to successfully repair or replace the labor, equipment, or materials within six (6) months

of the second notice, then the District's repair and replace warranty shall be deemed to have failed and the City's rights and remedies shall not be limited by the provisions of this section.

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

32. SETTLEMENTS OF MISUNDERSTANDINGS: Neither Party shall file any litigation arising from this Contract without first attempting in good faith to resolve the Parties' dispute through negotiated settlement or mediation; provided, however, that any applicable statute of limitations shall toll during any period in which the Parties are actively and mutually engaged in dispute resolution; and provided further that nothing herein shall prevent either Party from seeking emergency relief in appropriate circumstances from a court of competent jurisdiction.

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

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

B. Termination for Cause:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

48. BINDING EFFECT AND CONTINUITY: This Contract shall be binding upon and shall inure to the benefit of the Parties, their respective heirs, successors, representatives, and assigns. If a dispute arises between the Parties, each Party will continue to perform its obligations under this Contract during the resolution of the dispute, until the Contract is terminated in accordance with its terms.

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

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

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

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

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

54. In addition to the foregoing conditions, the Federal Contract Requirements attached hereto is made a part hereof by this reference as though fully set forth.

Commented [ER5]: Staff- If this contract involves the use of federal funds, consult with the applicable state or federal funding source to find out what federal provisions to include. At a minimum, include the following additional Condition No. 54 and attach the two pages Federal Contract Requirements Document: "In addition to the foregoing conditions, the Federal Contract Requirements attached hereto is made a part hereof by this reference as though fully set forth."

**Attachment C-1
Insurance & Indemnification**

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

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

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

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

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

Coverage limits shall not be less than:

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

- B. Workers' Compensation/Employer Liability: With respect to all operations performed, the Contractor shall carry workers' compensation insurance in accordance with the laws of the

Commented [ER1]: Small businesses may have a type of insurance called "business insurance," which will meet this requirement provided the below coverages and limits are satisfied.

State of Vermont and ensure that all subcontractors carry the same workers' compensation insurance for all work performed by them under this contract. Minimum limits for Employer's Liability:

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

For contracts involving work of any kind or nature on Lake Champlain, Workers' Compensation/Employer's Liability policy shall include a Maritime Endorsement (USL&H).

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

D. Professional Liability/Errors & Omissions:

1. General: The Contractor shall carry appropriate professional liability insurance covering errors and omissions made during their performance of contractual duties with the following minimum limits:
 - (a) \$2,000,000 - Annual Aggregate/Policy Limit
 - (b) \$1,000,000 - Per Claim/Occurrence
2. Deductibles: The Contractor is responsible for any and all deductibles.
3. Coverage: The Contractor shall maintain continuous professional liability coverage for the period of the Contract and for a period of five years following substantial completion of construction.

E. [Special Coverages]

- a. ~~Cyber liability, including privacy liability: \$1,000,000~~
- b. ~~Technology Errors & Omissions Liability: \$1,000,000~~
 - e. ~~Builders' Risk or Installation Floater: Value of project or contract~~
 - d. ~~Garagekeeper's Liability - \$500,000 (minimum)~~
 - e. ~~Sexual Misconduct - \$1,000,000~~
 - f.a. ~~Employee Dishonesty Coverage, including third party (client) coverage~~
 - g.b. ~~Marine (protection and indemnity) liability - \$1,000,000~~
 - h.c. ~~Pollution Liability (Contractor's) - Included or \$1,000,000~~
 - i. ~~Valuable Papers & Records Insurance: The Contractor shall carry valuable papers insurance in a form and amount sufficient to ensure the restoration or replacement of~~

Commented [ER2]: Include for professional services, e.g., legal, design professional, architectural, engineering, surveying, geotechnical, medical, professional educational, accounting, insurance, appraisal, or social work services, but exclude for general contractors or unskilled/nonprofessional services. When in doubt, include and refer to City Attorney's Office if contractor purports not to be eligible to obtain this type of insurance.

Commented [ER3]: STAFF- DELETE POLICIES THAT ARE NOT APPLICABLE. CONSULT WITH THE CITY ATTORNEY'S OFFICE IF YOU HAVE ANY DOUBT.

If any type of insurance in list is applicable, delete brackets in heading. If nothing is applicable, delete the entire heading.

Commented [AM4]: If any contractor is accessing city network in a capacity that has the potential for a breach. This should start to be a more standard requirement in more contracts now, such as with HVAC company contracts, etc...

Commented [AM5]: If contractor is providing professional tech advice, this is the type of professional policy that you would be looking for.

Commented [AM6]: Depends on the scope. City carries the builders risk automatically for renovation, but it is subject to the 50k deductible. Large projects should have a separate builders risk, but the City typically is the one that places it.

Commented [AM7]: Any contract where City vehicles or equipment are being stored by another party. A garage where public is parking in a City owned garage, but operated by others.

Commented [ER8R7]: Also where the City is renting garage space and making it available to the public.

Commented [AM9]: Contracts working with youth should have this requirement.

Commented [AM10]: Any contract where the contractor employee is handling money or property owned by the City.

Commented [ER11]: For all leases of City owned property, construction contracts, and contracts involving the use of hazardous materials.

Commented [ER12]: Rarely used anymore. Will the contractor have possession of, or create, valuable papers that will not be adequately backed up in some electronic form? If so, include. If not, unnecessary.

any plans, drawings, field notes, or other information or data relating to the work, whether supplied by the City or developed by the Contractor, sub-contractor, worker, or agent, in the event of loss, impairment, or destruction. Such coverage shall remain in force until the final plans as well as all related materials have been delivered by the Contractor to, and accepted by, the City. Unless otherwise provided, Valuable Papers and Records Insurance shall provide coverage on an "individual occurrence" basis with limits in the amount of one hundred and fifty thousand dollars (\$150,000) when the insured items are in the Contractor's possession, and in the amount of forty thousand dollars (\$40,000) regardless of the physical location of the insured items.

F. Builder's Risk & Property:

1. Contractor will carry an installation floater, including in-transit coverage, in the contract amount to cover materials while in transit or stored off premises at a separate location. Contractor is responsible for the deductible under this policy.
2. Coverage for the project is provided under the City's property policy, within the course of construction coverage, for the renovated location up to \$2,500,000 per loss, subject to \$50,000 deductible. Coverage for the interest of Contractor and subcontractors during construction within the insured premises extends to property for which contractor has been hired to perform. Time element is not extended. The City, under this policy, is responsible for the deductible. The City is not responsible for loss or casualty for Contractor's interest in the project, or that of any subcontractor, beyond what is covered under the City's property coverage. Contractor may opt to purchase a deductible buydown for this policy.
3. The City and its insurer, and Contractor and its insurer, will mutually waive all rights of subrogation under the property and installation floater policies for any property losses.

G. Umbrella/Excess Liability:

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

All policies shall be endorsed to provide the City thirty (30) days' notice of cancellation. Each policy (except workers compensation/employers' liability and errors & omissions/professional liability) shall be endorsed to name the City and its officers, employees, agents, successors, and assigns as additional insureds on a primary, non-contributory basis. Each policy (except errors & omissions/professional liability) shall be endorsed to waive subrogation against the City. Contractor's general liability, pollution, and umbrella policies provide additional insured coverage for both premises and completed operations using endorsements CG 20 10 and CG 20 37 or their equivalents for a period of three years.

INDEMNIFICATION: Contractor shall hold harmless, indemnify, and defend the City and its officers, employees, agents, successors, and assigns (collectively, the "Indemnitees") from and against all claims, causes of action, lawsuits, damages, liabilities, liens, penalties, fines, and costs

Commented [ER13]: Consult the City Attorney's Office.
Standard limits are \$1M per event/\$1M aggregate.
Higher risk activities will require higher limits.

Commented [ER14]: Delete reference if not applicable.

Commented [ER15]: Delete reference if not applicable.

(including attorneys' fees and costs) of every kind and nature whatsoever (collectively, "Claims") arising from or relating to this Contract or Contractor's operations hereunder, excepting any Claims arising from the City's own gross negligence or willful misconduct. Contractor's indemnification and defense obligations shall survive termination of this Contract, and Contractor shall ensure that any subcontract for work under this Contract requires the subcontractor to satisfy the same indemnification and defense obligations in favor of the Indemnitees.

Commented [ER16]: Do not use this form for any type of design professional contract. Consult the Consultant Contract folder, which has an indemnification clause for design professional contracts.

Do not use this form for software contracts. Consult the Software Contract folder, which has an indemnification clause for software contracts.

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Fletcher Free Library (FFL) Submitter: Mary Danko

Title/Subject: FFL Preservation Project Construction Contract

Approval Requested:

☐ Board of Finance

☐ City Council

☒ Both BOF and Council

Meeting Date:

Click or tap to enter a date.

Click or tap to enter a date.

4/28/2025

Instructions

1. This form must be completed by the person submitting the materials.
2. This form must be sent with the final submission of materials in advance of the meeting.
3. Do not indicate that a sign-off was received until it has actually been obtained.
4. Commission reports and presentations do not need to be reviewed by the CAO or Attorneys.
5. Name the reviewing Attorney or HR Manager in the Note column.

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	4/22/2025	Mary Danko
Mayor's Office	Yes	4/23/2025	Chief of Staff Erin Jacobson
Board/Commission	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and contracts or legal documents	Yes	4/24/2025	CA Hayley McClenahan (Subject to final review by CA)
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	4/25/2025	CA Kimberlee Sturtevant
CAO for budget, financing, and memo	Yes	4/24/2025	CAO Katherine Schad
Human Resources, if personnel action or policy	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	N/A	Click or tap to enter a date.	Click or tap here to enter text.



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM

TO: License Committee

FROM: Caleb Manna, Associate Public Works Engineer, Department of Public Works

DATE: April 23, 2025

CC: Peter Procaccio, P.E.; Senior Public Works Engineer
Chapin Spencer, Director of Public Works.
Laura Wheelock, P.E.; Assistant Director of Public Works/City Engineer
Jackie Esperti, Director of Parking Services

RE: 266 College Street –Permanent License Agreement for Building Amenities

Request

The applicant, Greencastle Group, LLC (Greencastle), owner of the building located at 266 College Street, in conjunction with Seizan Capital College Street LLC, is requesting approval for a License Agreement between the City and Greencastle for use of the public right-of-way located at the northwest corner of College and South Union Street adjacent to the property.

The request, if approved, will formally acknowledge an underground stormwater system, an exterior staircase, a portion of the building foundation footing, and a support of excavation system (SOE) made of steel soldier piles and wooden lagging.

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

Department of Public Works received a request from Greencastle and their contractor, ReArch, on February of 2025, to occupy a city owned parcel containing a public parking lot, and a portion of city owned right of way on S. Union and College St. to facilitate construction activities related to the demolition and reconstruction of the building. The Licensing Committee of City Council approved and recommended this request be approved by full City Council on March 19th 2025. Approval was received on the March 24th 2025 City Council Meeting.

During this time, DPW, ReArch, and Greencastle had several meetings to discuss permanent building features located in the city right of way, as shown on the approved Zoning Permit site plan ZP 25-8. To the best extent possible, design of permanent building features should make

every effort to be contained to the parcel lot. Due to the unique characteristics of the site, a variance was requested to allow building amenities in the right of way.

The permanent building features include a concrete exterior staircase on the College Street side, a stormwater treatment and detention system for stormwater generated on site, a portion of the building foundation footing on South Union Street that exists currently and will be replaced, and a support of excavation system consisting of steel soldier piles and wooden lagging.

The exterior concrete staircase and building footings exists currently in the city right of way, and are not a burden to municipal operations. The stormwater system is required to be installed to comply with state and local regulations, and is intended to relieve demand on the municipal wastewater treatment center.

After several discussions, and to avoid potential issues with impacts to the building foundation and the streetscape of the city right of way, DPW recommends the SOE be abandoned in place under the following conditions:

- SOE system to be abandoned 8' below finish street grade in all locations of city property and city right of way.
- Indicator marking tape to be placed 12-18" above SOE
- Provide updated site plan showing proposed location of revised SOE
- Provide as-built location of SOE to city

Permeant building amenities located in city right of way will be subject to the \$1/square foot fee defined in Burlington Code of Ordinance Chapter 27-32

Recommendation

The Department of Public Works is supportive of entering a License Agreement between the applicant and the City.

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

Attachment

- A. DPW Recommendation Form
- B. Structural/Site Plan
- C. Helical SOE Letter
- D. Certificate of Insurance

Motions:

License Committee:

"To approve and recommend that the City Council approve the Encumbrance Application for Greencastle Group LLC, requesting use of the City right-of-way for permanent building amenities, and authorize the Mayor and Director of Public Works 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".

City Council:

"To approve and recommend that the City Council approve the Encumbrance Application and License Agreement for Greencastle Group LLC, requesting use of the City right-of-way for permanent building amenities and authorize the Mayor and Director of Public Works 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".

W I T N E S S E T H:

The City and Licensee enter into the following License Agreement:

The City of Burlington (the “CITY”) grants to 266 Greencastle, LLC and Seizan Capital College Street, LLC (collectively, with their successors and assigns, “LICENSEE”) an exclusive license to occupy a portion of the right-of-way (the portion of the right of way occupied by the stormwater system, exterior staircase, a support of excavation system, and a portion of the building foundation shall be referred to herein as (“Amenities”) to occupy, use, repair, replace and maintain the Amenities connected to the Property (“License”) substantially as depicted on Exhibit C (Structural/Site Plan), which plan is attached hereto and made a part hereof.

1. The initial term of this License shall expire at midnight on April 30, 2045. Thereafter, this License shall be automatically renewed for successive, twenty (20) year periods.

2. Termination. This Agreement may be terminated as set forth below. Upon termination, Licensee shall remove—at its own expense—the Amenities as provided in Section 15. If Licensee refuses to promptly remove the Amenities, the City may remove it and the Licensee shall be liable for all expenses of such removal.

A. Discontinued Use. The City shall have the exclusive right to terminate this Agreement should Licensee or authorized assignee(s), heirs, or successors discontinue the licensed use of the Amenities, which discontinuance must be confirmed by Licensee in writing. Discontinuance of the licensed use of the Amenities for the purposes of this Section 2(A) will mean: abandonment of the Amenities, signified by an action of the Licensee indicating permanent disuse.

B. Breach. Licensee shall be in default if Licensee fails in any manner to fully perform and carry out each and all conditions of this Agreement. The City shall give Licensee written notice of such default. If Licensee does not within thirty (30) days of receipt of written notice of default, or such longer time period as may be permitted by the City, either cure such default or provide a plan to the City of how it will cure such default which is reasonably acceptable to the City, then the City may terminate this Agreement for cause. Licensee shall also be required to undertake reasonable and diligent steps towards executing the cure described in said plan.

C. Licensee’s option to terminate. Notwithstanding any other provision of this Agreement, Licensee may terminate this Agreement and the License at any time upon written notice to the City, subject to Licensee’s obligations upon termination under this Agreement.

3. This Agreement shall run with the title to the Property and shall bind, and inure to the benefit of, Licensee and its successors and assigns.

4. Licensee agrees to pay an annual License Fee with the execution of this Agreement of \$656.00 in consideration of the rights and privileges granted in this Agreement. Thereafter, the annual License fee shall be paid to the City's Department of Public Works Customer Service, following receipt of an invoice from the City, on or before April 30th of each subsequent year. The City shall invoice LICENSEE each year for the annual License Fee at least thirty (30) days before it is due. An additional renewal fee of twenty-five dollars (\$25.00) shall be due with the annual license fee on the first year of each renewed twenty-year license term.

5. Licensee shall be responsible for the maintenance and upkeep of the Amenities at its expense in good condition, such that the condition of the Amenities does not create a hazard to public safety.

6. Licensee will comply with the following conditions:

- A. LICENSEE shall not be considered in default and this Agreement shall not terminate based upon LICENSEE's failure to submit to the City the written report of the inspection of the Amenities absent written notice by the City to LICENSEE of the default and LICENSEE's failure to cure as described in Section 2(B).
- B. Licensee must maintain the Amenities, walls, beams, supports, slab, connections, and the top surface of this area;
- C. Licensee shall maintain the surface finish of the sidewalk above the Amenities with brick, or such other material equivalent to that the City may use for the surface of the adjacent sidewalk, in good and reasonable condition commensurate with its intended use;
- D. While snow and ice removal within the ROW is generally the responsibility of the City, Licensee is allowed to clear snow and ice independent of the City's efforts; and

7. Licensee shall be responsible for obtaining all necessary City permits, including excavation, obstruction, meter bag, zoning, and building permits, prior to any repair, maintenance or reconstruction of the Amenities. The plans for future maintenance, repair or reconstruction of the Amenities and associated appurtenances shall be subject to applicable local ordinances, federal and state statutes and rules. All work done and improvements made by Licensee pursuant to this Agreement in connection with the Amenities shall be completed in accordance with the governmental approvals and permits issued to Licensee and shall be made at Licensee's sole cost and expense.

8. Licensee shall restore the ROW materially damaged by any reconstruction, use, repair, or maintenance of the Amenities by Licensee immediately following any such activity, in accordance with all applicable governmental regulations, permits, laws, and approvals and such restoration shall be made at Licensee's sole cost and expense.

9. Licensee shall perform all work in the ROW in a good and workmanlike manner, in conformance with the requirements of any and all permits and permit requirements required for

such work. Licensee shall perform all work so as to cause no unnecessary damage or disturbance to the City's rights of way or the utilities located therein or the public's rights in them. In each and every instance, following the completion of work performed by Licensee, Licensee shall restore each portion of the City's right of way adjacent to the ROW and Amenities that were materially damaged by Licensee's activities in an as good a state and condition as it was in immediately prior to this Agreement.

10. Prior to exterior work on the Amenities, Licensee shall, as part of its permit application for such work, submit to the City a plan, certification or report identifying all known utilities that may reasonably be affected by the work. Such plan, certification or report shall include the type and location of each utility identified. The City agrees to share any information it has concerning such utilities with Licensee upon request, but the City shall not be liable for any inaccuracies therein.

11. Licensee shall use, repair, and maintain the Amenities in a manner that protects all utilities, existing or future, located outside of the Amenities and within the City's property abutting and adjacent to the Amenities, and shall be responsible for the cost of repairing damage caused to a utility by Licensee's construction, maintenance and repair of the Amenities licensed by this Agreement and shall reimburse said utility for the same. Notwithstanding the foregoing, the City shall require that the installation of future utilities be located in a manner that avoids the Amenities to the extent reasonably practicable.

12. Licensee shall conduct its licensed activities in a manner that does not impair the public ROW, other than what is licensed hereby or permitted pursuant to other City approvals.

13. The City, including all its departments, offices, officials and employees, shall work in good faith to facilitate permit approvals and other authorizations necessary for Licensee to carry out its obligations pursuant to this Agreement.

14. Licensee shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees from liability for any claims, suits, expenses, losses, judgments, costs (including attorneys' fee and costs), and damages arising as a result of the Licensee's negligent acts and/or omissions or willful misconduct, and the acts and/or omissions of Licensee's officers, directors, employees, agents, contractors, and subcontractors on or related to Licensee's use of the Amenities or its exercise of rights granted to it under this Agreement, including but not limited to any rights or license related to the ROW. 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 those claims or suit, or portion thereof, that are subject to this indemnification. The City retains the right to participate, at its own expense, in the defense of any claim to which this provision applies, and to approve all proposed settlements of claims involving payment or actions by the City, which approval shall not be unreasonably withheld. 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 incurred pursuant to this indemnification provision. Notwithstanding the foregoing, Licensee shall have no obligation under this Agreement

to indemnify, defend or hold harmless the City, or its officers, officials, employees, contractors, or agents, for damage or harm caused by their breach of this Agreement or negligent or grossly negligent acts. The indemnification and defense obligations of Licensee hereunder shall survive termination of this License Agreement.

15. Unless this License Agreement is renewed or unless the City waives this requirement in its sole discretion, then upon the expiration or termination of this Agreement Licensee shall within six months, or such longer time seasonably required, commence removal of the Amenities, at its own expense, and restore the ROW in an as good a state and condition as it was immediately prior to execution of this Agreement. If Licensee refuses to remove the Amenities and restore the ROW, the City may remove the Amenities and restore the right-of-way and Licensee or its authorized assignee(s), heirs, or successors shall be liable for all expenses of such removal.

16. Licensee agrees to provide and maintain the following types and amounts of insurance for the term of this Agreement to insure against legal liability for injuries to persons (including wrongful death) and damages to property suffered on or about the Amenities or as a result of Licensees' exercise of its rights granted pursuant to this Agreement; confirmation of required insurance coverage for any renewal period shall be provided along with the renewal license fee. Insurance shall be obtained from an insurer having an A.M. Best Insurance Rating of at least A-, financial size category VII or greater. [www.ambest.com].

A. Commercial General Liability Coverage: Commercial General Liability Insurance including but not limited to Bodily Injury, Personal/Advertising Injury, Broad Form Property Damage, Products and Completed Operations Liability and Contractual Liability with limits of, at a minimum, of \$1,000,000 each occurrence and \$2,000,000 aggregate. Licensee or its authorized assignee(s), heirs, or successors shall list City as an Additional Insured (on a primary, noncontributory basis) on its Commercial General Liability Policy, and shall waive subrogation against the City. The current policy endorsement indicating that the City is listed as an Additional Insured is attached to this Agreement as Exhibit D (Certificate of Insurance).

B. Certificates of Insurance: Licensee or its authorized assignee(s), heirs, or successors shall provide City with such Certificates of Insurance, as required above, prior to the commencement of the Agreement. All Certificates shall contain a provision stating that the coverage's afforded under said policies will not be canceled, materially changed or not renewed without forty-five (45) days' prior written notice to City, except fifteen (15) days' notice for non-payment of premium. Licensee shall provide City with renewal certificates each year, and no later than June 30th of each year, until such certificates are no longer necessary under the terms of this Agreement.

C. Proof of Insurance: It is the responsibility of Licensee to ensure that a current certificate of insurance and policy endorsements containing the aforementioned provisions are on file with the City at all times. Failure to furnish and maintain a current policy endorsement with the City may result in a default of this Agreement as provided in Section 2(B).

D. Mutual Waiver of Subrogation: In the event of a fire or other loss to the Amenities and surrounding property, City and Licensee mutually waive their rights of subrogation and recovery against each other, their officers, agents, employees, and other persons under their control for losses to that part of the premises damaged or lost under their control.

17. Licensee and the City acknowledge that no property or other rights or claims are waived or relinquished by either Party through this Agreement. Licensee and the City agree that no rights are created through this Agreement other than the license specifically described in this Agreement.
18. Notwithstanding the passage of time, 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 any other provision in this Agreement.
19. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior agreements except as otherwise stated herein.
20. No change, amendment or modification of this Agreement shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns.
21. The following documents and the above stated recitals are hereby incorporated by reference and made part of this Agreement:
 - a. Exhibit A: DPW Encumbrance Recommendation Form
 - b. Exhibit B: Structural/Site Plan
 - c. Exhibit C: Letter from Helical
 - d. Exhibit D: Certificate of Insurance
22. Any notice or other written documents required to be provided to the parties to this Agreement shall be sent via U.S. Mail and email to the following addresses, or such other persons or address identified by the parties in writing:

If to Licensee:
Greencastle Group, LLC
269 Pearl Street
Burlington, Vt 05401
Attention: Bruce Baker

If to the City of Burlington
Department of Public Works-Technical Services Division
645 Pine Street
Burlington VT, 05452

[Signature Page to Follow]

266 Green Castle, LLC

By: _____
Name: _____
Title: Managing Member

STATE OF _____
_____ COUNTY, SS.

At _____, in said County and State, this ____ day of _____, 2025 personally appeared _____, to me known, being the Managing Member of _____, and he acknowledged this instrument, by him signed, to be his free act and deed individually and on behalf of the entities on which he acted.

Before me _____
Notary Public
Commission Expires:
Commission Number:

Seizan Capital College Street, LLC

By: _____
Name: _____
Title: Managing Member

STATE OF _____
_____ COUNTY, SS.

At _____, in said County and State, this ____ day of _____, 2025 personally appeared _____, to me known, being the Managing Member of _____, and he acknowledged this instrument, by him signed, to be his free act and deed individually and on behalf of the entities on which he acted.

Before me _____
Notary Public
Commission Expires:
Commission Number:

City of Burlington

By: _____
Name:
Title:

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington, in said County and State, this ____ day of _____. 2025 personally appeared _____, to me known, being the _____ of the City of Burlington, and _____ acknowledged this instrument, by _____ signed, to be _____ free act and deed and the free act and deed of the City of Burlington.

Before me _____
Notary Public
Commission Expires:
Commission Number:

Exhibit C

As used in the License Agreement, the “Amenities” shall mean the following elements to be constructed, used, repaired and maintained, all as shown on the 252, 260 and 266 College Street Plan of Land (the “Plan of Land”) attached to and incorporated hereby into this Exhibit C which Plan of Land was drafted by VHB, depicting:

- 1) a stormwater treatment system beneath College Street;
 - (2) the existing entry steps located on College Street, and
 - (3) underground foundation footings,
 - (4) soldier pile and wood lagging support of excavation system beneath South Union Street and city owned parking lot
- all as depicted on the Site Map attached to this Exhibit C as PE3, respectively.



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: 4/15/2025
COMPANY NAME: Greencastle Group LLC PHONE: 802-652-1400
CONTACT NAME: Bruce Baker EMAIL: bbaker@cdbesq.com
MAILING ADDRESS: 269 Pearl Street, Burlington VT 05401
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 right of way for exterior concrete staircase, a portion of the building foundation footing, stormwater treatment and detention system, and a support of excavation system.

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

YES []

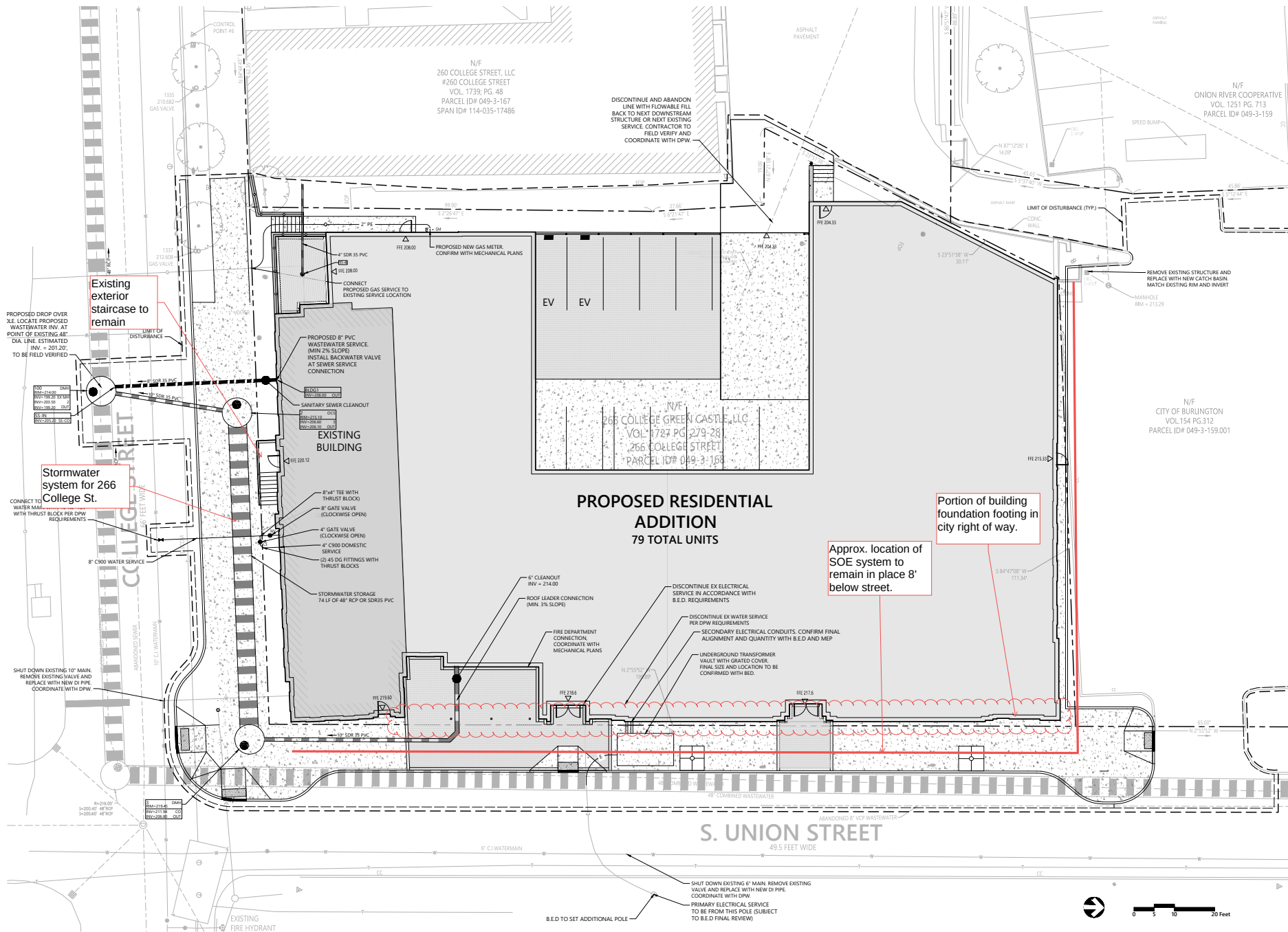
NO []

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

Occupation of 656 sq. ft. city owned right of way under the sidewalk on College and South Union Streets.

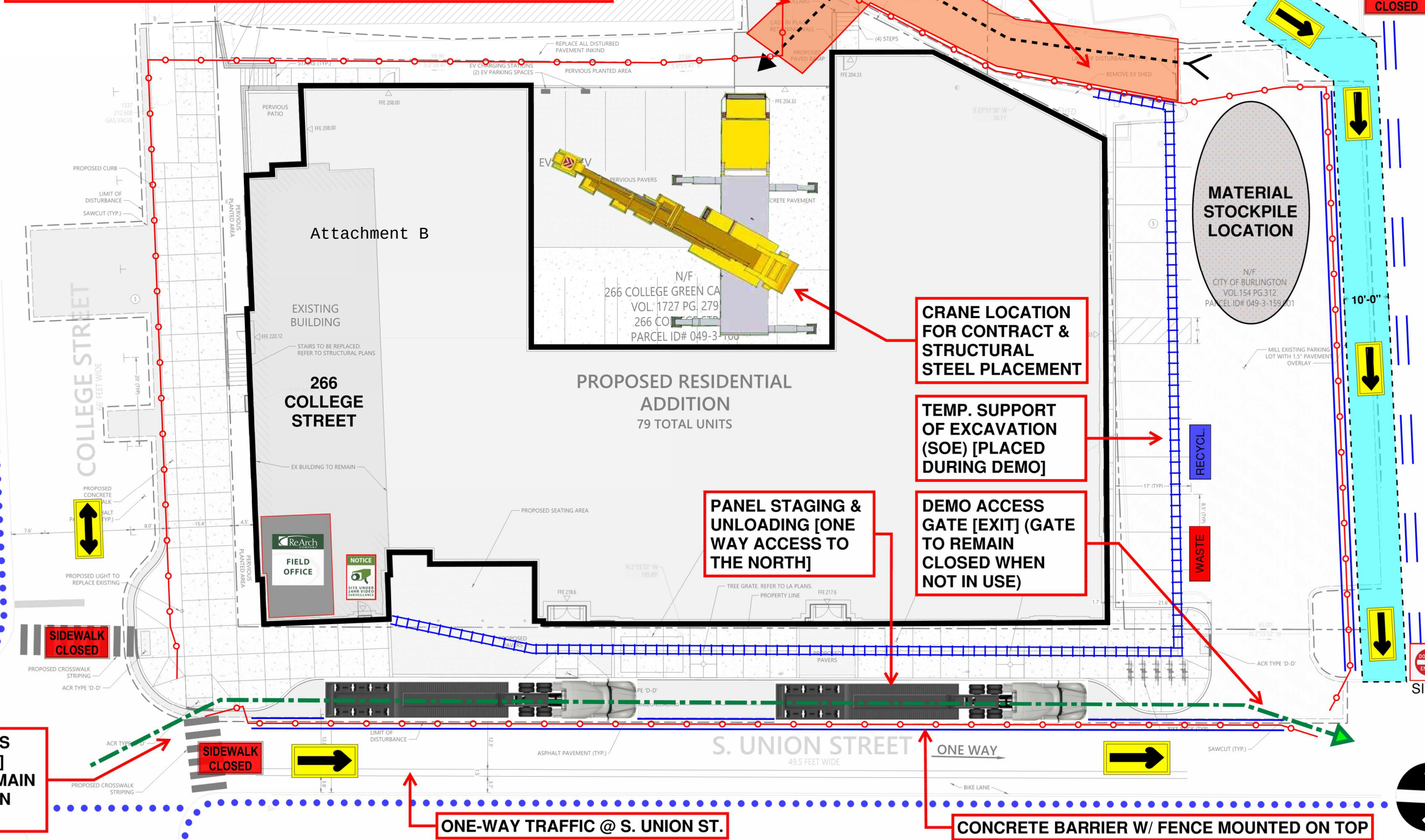
BELOW THIS LINE – DEPARTMENT OF PUBLIC WORKS OFFICE USE ONLY

Approved: Yes ☒ No [] If no, reason: _____
Signature: Caleb Manna Date: 4/15/2025



ACCESS RAMP TO BE TEMPORARILY CLOSED FOR FOUNDATION EXCAVATION & PLACEMENT IN THIS LOCATION IN COORDINATION W/ DPW & NEIGHBORING TENANTS

PUBLIC RAMP ACCESS AVAILABLE FOR LOWER GRADE/MATERIAL/EQUIP. LOADING, TO BE COORDINATED WITH REARCH SUPERINTENDENT





February 12, 2025

Doug Marek
SD Ireland Co.
PO Box 2286
South Burlington, VT 05495

Subject: Temporary Soldier Pile & Lagging Letter
266 College Street
Burlington, VT 05401

Dear Doug,

Helical Drilling, Inc. (HELICAL) is pleased to provide the following letter to discuss the proposed soldier pile and untreated timber lagging (SP&L) wall to act as the temporary support of excavation (SOE) at the above noted address. Our proposal was provided under separate cover.

How we chose our shoring system

HELICAL has proposed a SOE consisting of driven soldier piles and lagging. Given the need for the project requiring shoring, we did consider several alternatives. In the end, there was a balance of performance, risk, constructability and trying to not require external bracing consisting of tiebacks.

After reviewing the subsurface conditions and the presence of the utilities on South Union Street, we ultimately came up with pre-augered holes then driving soldier piles to their design depth. The pre-augered holes will allow HELICAL to minimize vibrations during installation and to aid in getting the soldier piles to depth. Our vibratory hammers on our pile driving rigs also use a variable moment system, which allows the energy to increase and decrease as we hit resistance. This system allows us to only apply as much energy as needed instead of a more on / off switch. This helps to further reduce vibrations. This also avoids having to drill an open hole and concreting the members in place permanently locking them to the subsurface soil.

Other methods such as driving a continuous line of steel sheet piles would have caused significant more vibration and a much harder system to pre-auger prior to driving, since the wall is continuous and not intermittent as with the soldier piles. This also does add a lot more steel into the ground and with the very dense subsurface soil would create problems with driving. Other options such as soil nails or use of tie-backs would require further encroachment into the cities property without the ability to remove items once the buildings foundation wall was built.

Review of design concept

The design concept of the soldier piles does involve a pre-cut to reduce the retained height from the current grading of El. 219-ft to 216-ft across South Union Street to a more manageable El. 215-ft +/- to El. 212-ft +/-, where the bottom of excavation will be El. 200-ft +/- . Spacing of the soldier piles will also vary from 5-8-feet on center and will be a function of retained height and surcharge loading within and behind the pre-cut bench.



Sequence of construction

We understand that the soldier piles will need to be installed prior to demolition of the existing building and its foundations. This will allow for the removal of the existing foundation walls to occur in the safest manner so that soldier piles can brace the existing soils while the foundations are strategically removed by your demolition subcontractor. During demolition, the timber lagging will be installed.

With this approach of initially installing the soldier piles prior to demolition, this offers the best solution for the city to maintain the stability of South Union Street and its existing utilities. If soldier piles were to be installed post-demolition, this would leave the street, and its utilities exposed and complicate the construction process.

Need to abandon the shoring in place

Within urban environments and the need to construct a temporary shoring wall to retain adjacent properties, city streets or other features, it is more commonplace to abandon said shoring in place. As with this particular job, there would be significant risk to the new structure, surrounding neighbors and the utilities below South Union Street if HELICAL were to make an attempt to pull the soldier piles.

It's commonplace during removal of the soldier piles for a significant higher amount of energy to be used to get the soldier piles to disengage from the soil and pull out of the ground. This creates very high vibrations, which would almost certainly result in cracking the new structures' foundation and potential damage to the utilities. There would also be a void left in the ground where the soldier pile was pulled, which could compromise the support of the new structure given their close proximity to the foundations. Proposed foundation support is also ground improvement, which would not perform under post installation vibrations. Within urban environments like this project, removal of the shoring is not advised given the risks.

Conclusion

Overall, HELICAL, who does our own in-house engineering, tried our best to balance cost versus risk taking into account all the onsite constraints, sequence of construction and consideration to the City of Burlington's streets and utilities. We feel that the proposed option of pre-augered SP&L does the best job taking all items into consideration. It also does leave the least amount of product in the ground and will be abandoned below the street level to minimize future below grade features.

Please let us know if you have any questions. We look forward to working with you on this project.

Sincerely,

Michael D. Cronenberger, P.E.
HELICAL DRILLING, INC.

File: 266 College St - HELICAL SOE Letter 2.12.2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/16/2025

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 Cheeseman Insurance Inc. dba Cheeseman Insurance Group 84 Pine St, Suite 500 Burlington, VT 05401	CONTACT NAME: PHONE (A/C, No, Ext): (802) 861-4800		FAX (A/C, No): (802) 861-4801
	E-MAIL ADDRESS: info@cheesemaninsurance.net		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Markel Insurance Company		
	INSURER B :		
INSURED Seizan Capital College Street LLC + Green Castle College LLC PO BOX 4484 Burlington, VT 05406	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		3AA841892	11/20/2024	11/20/2025	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ 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 DED ☐ RETENTION \$						EACH OCCURRENCE \$ 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)
 The City of Burlington is named as additional insured in regard to the General Liability policy as per written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Burlington	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



**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

FROM: Caleb Manna, Associate Public Works Engineer, Department of Public Works

DATE: April 23, 2025

CC: Peter Procaccio, P.E.; Senior Public Works Engineer
Chapin Spencer, Director of Public Works.
Laura Wheelock, P.E.; Assistant Director of Public Works/City Engineer
Jackie Esperti, Public Works -Director of Parking Services

RE: 260, 266 College St. & 89 S. Union St. – Easement Clarification Agreement

Request

Greencastle Group, LLC, owner of the building located at 260 and 266 College Street in conjunction with Seizan Capital College Street LLC, is requesting approval to execute an easement agreement between The City of Burlington (the "City") and the owners of 260 and 266 College Street respectively (the "College Street Parties").

The request, if approved, will formally acknowledge an access easement across the city owned parcel containing a public parking lot located at 89 South Union Street (adjacent to downtown City Market) and dissolves an existing easement on city property for future installation of a sidewalk and barriers. The agreement also acknowledges a new pedestrian easement for egress, and a lot line adjustment between the city parking lot at 89 S. Union and 266 College Street.

Overview

Department of Public Works received a request from Greencastle, representing the College Street Parties, to review and provide comments on existing easements for the properties located at 260 and 266 College Street, and the city parking lot at 89 South Union Street.

Staff reviewed the existing easements to consider future needs and use of city parking lot, as it relates to the proposed design and function of the new building intended to replace the old YMCA at 266 College Street.

Several existing easements were identified as needing revision or relinquishment. The first pertains to an easement on the south side of the city parking lot, to allow the former YMCA to install an concrete sidewalk and vehicle barrier in a portion of the parking lot. The sidewalk and barrier were never installed, and neither party has interest in placing a sidewalk in this location,

nor is there space to comply with ADA public sidewalk regulations and provide public parking at this same time. To protect the building from vehicle mishaps, and to help define parking stalls, a concrete curb will be installed on the property line between 266 College St and the city owned parking lot., with a small portion of the curb existing in the city parking lot.

The second easement for revision pertains to an existing asphalt ramp that connects the city parking lot to the lower parking area on the west side of 266 College Street. The ramp provides vehicle access between the two lots, and features an abrupt change in grade elevation. Per the existing easement, the responsibility to maintain the existing ramp and associated retaining wall fell to the city. There is no benefit to the city in retaining liability and maintenance rights to the ramp, primarily used for private access to 260 and 266 College Street. To resolve this issue, a lot line adjustment was proposed between the property owners, and would convey the area of the ramp and retaining wall to the 266 College Street property, while still retaining access rights to a portion of the ravine sewer for municipal operations.

The final revision, is a new easement for pedestrian access. The north side of the building at 266 College Street will connect to the south side of the city parking lot via a doorway for emergency pedestrian egress, as required under Zoning Permit ZP 25-8. There will be a 6' x 17' hatch mark painted "no parking zone" on the south side of the city parking lot to accommodate the required egress. In discussing this particular easement, it was important that the city not relinquish any public parking spaces in trying to accommodate the request. During review, it was discovered that the 6' x 17' egress zone could be included, with a minor line striping revision to retain the existing 21 parking spaces using an 8.5' x 17' parking stall dimension. With the revised line striping plan to standardize the entire parking lot, the city will gain one addition public parking space at the end of the project.

Recommendation

The Department of Public Works is supportive of executing an easement agreement between the applicant and the City.

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

Attachment

- A. VHB Easement Exhibit
- B. Layout and Materials Plan
- C. Certificate of Insurance

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).

Motions:

License Committee:

"To approve and recommend that the City Council approve the Easement Agreement between The College Street Parties and the City, and authorize the Mayor and Director of Public Works 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."

City Council:

"To approve and recommend that the City Council approve the Easement Agreement between the College Street Parties and the City, and authorize the Mayor and Director of Public Works 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."

EASEMENT AGREEMENT

This Agreement ("Agreement") is made by and among The City of Burlington, Vermont (the "City") and 260 College Street, LLC, 266 College Green Castle, LLC and Seizan Capital College Street, LLC (collectively, the "College Street Parties"), with respect to the following facts: Whereas, the City of Burlington is the owner of certain real property identified as Parcel ID# 049-3-159.001 currently used as a parking lot which is depicted on Map Slide 346C (the "City Property"), and as depicted on the site map attached hereto as Exhibit A (the "Site Map"); and

Whereas, the City Property is contiguous to three (3) parcels of land owned by and being redeveloped by the College Street Parties (the "College Street Properties"); and

Whereas, the College Street Properties are also depicted on the Site Map and are more particularly described as follows:

- Real property with an address of 266 College Street and Parcel ID #049-3-168, which was conveyed to 266 College Green Castle, LLC and Seizan Capital College Street, LLC by deed of Giri Burlington Property LLC and DHP Management Inc. dated 11/15/24 of record at Volume 1727; Page 279-281 of the City of Burlington Land Records (the "266 College Property"),

- Real property with an address of 252 College Street and Parcel ID #049-3-166 which was conveyed to 260 College Street, LLC by deed of record at Volume 1739; Page 48 of the City of Burlington Land Records (the "260 College Property"), and

- Real property with an address of 260 College Street and Parcel ID #049-3-167 Volume which was conveyed to 260 College Street, LLC by deed of record at Volume 1739; Page 48 of the City of Burlington Land Records (the "252 College Property"); and

Whereas, the City Property is currently burdened by the following easements:

- Access Easement. A right of way for ingress and egress to and from South Union Street to and from the 260 College Property as set forth in the Warranty Deed from New England Telephone and Telegraph Company to the City of Burlington dated April 11, 1958, and recorded in Volume 154, Page 345 of the Land Records (the "Access Easement"). The Access Easement is depicted on the Site Map as E3, and

- Concrete Pads, Vehicle Barrier and Sidewalk Easements. Easements and rights of way as described and/or referenced in an Easement and Right of Way Agreement by and between the Greater Burlington Young Men's Christian Association, Inc. and the City of Burlington dated August 16, 1983 and recorded in Volume 298, Page 21 of the aforesaid Land Records for the installation and maintenance of two (2) 6'x 4' concrete pads and 4 steel posts to act as a vehicle barrier and springing right to a 4' wide sidewalk along the Southerly boundary of the City Property to South Union Street. The Concrete Pad, Vehicle Barrier and Side Walk Easements

are depicted on the Site Map as E4, E5, E6 and E7 (the “Concrete Pad, Vehicle Barrier and Sidewalk Easements”; and

Whereas, the Access Easement Deed identifies an area shown as a cross hatched area (the “Access Easement Area”) on the Site Map (PE 5) which currently holds an existing vehicular ramp running to and from the City Property and the College Street Properties and holds related retaining wall structures located on the City Property and contains a provision requiring the City to, (1) build and maintain the vehicular ramp; (2) maintain the retaining wall between the City Property and the 260 Property, and (3) maintain fencing and a gate; and

Whereas, the College Street Parties wish to construct improvements to the College Street Properties to include multi-family housing on each of the College Street Properties and to expand and improve the existing vehicular ramp and related structures and to gain certain entitlements necessary to redevelopment of the College Street Properties; and

Whereas, the City wishes to be relieved of the obligations to maintain the retaining wall, ramp, fencing and gate described in the Access Easement Deed and to have the Concrete Pad, Vehicle Barrier and Sidewalk Easement relinquished to the City;

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

1. Relinquishment to City of Concrete Pad, Vehicle Barrier and Sidewalk Easements. The College Street Parties hereby grant and convey and relinquish unto the City of Burlington, the Concrete Pad, Vehicle Barrier and Sidewalk Easements.
2. Ramp, Control Gate and Retaining Wall. The College Street Parties shall process, at their own expense, a lot line adjustment conveying the Access Easement Area to the owner of 260 College Street, to be encumbered by an access easement for the benefit of the other College Street Properties. The City shall consent, as a property owner, in the lot line adjustment, provided that the City shall retain access rights to be negotiated in good faith between the parties and reasonably acceptable to the City to the same Access Easement Area for stormwater purposes; and provided further that the conveyance shall be subject to a covenant running with the land for the benefit of the City Property requiring the owner of the Access Easement Area to maintain the wall, ramp, fencing, and gate in good condition and to seek approval from the City or its successor(s) in interest in the City Property to any modifications of the Access Easement Area, which approval shall not be unreasonably withheld so long as access for stormwater purposes is maintained and the modifications will not compromise the structural integrity of the Access Easement Area and surrounding properties.
3. New Pedestrian Egress Easement. The City hereby grants to the College Street Parties, the perpetual, exclusive right over the City Property to construct, reconstruct, maintain, repair, replace, certain pavement markings on the City Property in the area shown as PE2 on the Site map and the right to maintain a pedestrian egress from 266 College Property in the area shown as PE2 on the Site Map.

4. Access Easement to benefit all of the College Street Properties. The City hereby confirms and grants unto all of the College Street Parties the perpetual, non-exclusive right of ingress and egress over the City Property to and from South Union Street to benefit all of the College Street Properties, which easement is depicted on the Site Map as E3.

5. License Agreement. The City shall negotiate in good faith a license agreement with the College Street Parties to allow the College Street Parties to construct, use, repair and maintain: (1) a stormwater treatment system to be constructed beneath College Street; (2) the existing entry steps located on College Street, (3) underground foundation footings, and (4) soldier pile and wood lagging support of excavation system all as depicted on the Site Map as PE2 and PE3, respectively. The license agreement(s) shall also address temporary use of the City Property during construction, and authorize the construction, use, repair, and maintenance of certain balconies upon the 266 College Street Property, as depicted on the Site Map to overhang Union Street.

6. Nonwaiver of City Police Power. The City is entering this Agreement solely in its proprietary capacity and not in its sovereign capacity. Nothing herein shall be deemed to waive the City's police power over the City Property, the College Street Properties, or any other real estate affected hereby.

7. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, legal representatives, successors and assigns. This Agreement is solely for the benefit of said parties and their respective successors and assigns and may not be enforced by, nor shall it be construed for the benefit of, any third party.

8. Governing Law. This Agreement shall be governed by the laws of the State of Vermont as to all matters, including but not limited to matters of validity, construction, effect, and performance.

9. Miscellaneous. This Agreement represents the entire understanding among the parties with respect to the subject matter hereof and supersedes all prior understandings respecting the same, whether written, oral, or implied. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement shall remain in effect as necessary to effectuate the parties' original intent as closely as possible. No waiver or amendment of this Agreement shall be valid unless in writing, notwithstanding the passage of time, and no waiver shall constitute a continuing waiver of the same or another provision. This Agreement may be executed in multiple counterparts, each of which shall have the force and effect of an original and all of which together shall constitute but one and the same document.

(signature pages to follow)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as a sealed instrument effective as of the date set forth below.

266 Green Castle, LLC

By: _____
Name: _____

Title: Managing Member

STATE OF _____

_____ COUNTY, SS.

At _____, in said County and State, this ____ day of _____, 2025
personally appeared _____, to me known, being the Managing Member of
_____, and he acknowledged this instrument, by him signed, to be his free act
and deed individually and on behalf of the entities on which he acted.

Before me _____

Notary Public

Commission Expires:

Commission Number:

Seizan Capital College Street, LLC

By: _____
Name: _____

Title: Managing Member

STATE OF _____

_____ COUNTY, SS.

At _____, in said County and State, this ____ day of _____, 2025
personally appeared _____, to me known, being the Managing Member of
_____, and he acknowledged this instrument, by him signed, to be his free act
and deed individually and on behalf of the entities on which he acted.

Before me _____

Notary Public

Commission Expires:

Commission Number:

City of Burlington

By: _____

Name:

Title:

STATE OF VERMONT

CHITTENDEN COUNTY, SS.

At Burlington, in said County and State, this ____ day of _____. 2025 personally appeared _____, to me known, being the _____ of the City of Burlington, and ____ acknowledged this instrument, by ____ signed, to be _____ free act and deed and the free act and deed of the City of Burlington.

Before me _____

Notary Public

Commission Expires:

Commission Number:



E1.	AGREEMENT FOR LICENSE OF RIGHT OF WAY VOLUME 298, PAGE 182 LICENSE FOR USE OF THE EXISTING DRIVEWAY LOCATED UPON THE PREMISES DESIGNATED AS 102 SOUTH WINNOSKI AVENUE. "THE DRIVEWAY, WITH AN APPROXIMATE WIDTH OF 10 FEET, BEGINS AT THE EAST SIDE OF SOUTH WINNOSKI AVENUE, AT THE SOUTHWEST CORNER OF THE THOMPSONS' PROPERTY AND IT PROCEEDS IN AN EASTERLY DIRECTION ALONG THE SOUTH LINE OF THE THOMPSONS' PROPERTY TO THE SOUTHEAST CORNER THEREOF, ADJOINING THE WEST-Y LINE OF LAND AND PREMISES OF VISITING NURSES ASSOCIATION, INC.,
E2.	REVOCABLE LICENSE AGREEMENT FOR THE PURPOSES OF INGRESS AND EGRESS OVER AND ACROSS THE REAR, OR OTHERWISE PORTION OF THE PROPERTY KNOWN AND DESIGNATED AS 260 COLLEGE STREET. VOLUME 298, PAGE 185 "THE RIGHT OF INGRESS AND EGRESS BEGINS AT THE WESTERLY SIDELINE OF THE VINA LAND TO Y LAND AND IT SHALL ALSO BE ON THAT PORTION OF VINA LAND SO THAT ACCESS MAY BE HAD TO Y LAND FROM THE DRIVEWAY RAMP WHICH LEADS SOUTHERLY FROM THE CITY OF BURLINGTON PARKING LOT."
E3.	RIGHT-OF-WAY FOR INGRESS AND EGRESS FROM THE FORMER MET LOT 2 TO 5, UNIFORM STREET DESCRIBED IN THE WARRANTY DEED DATED APRIL 11, 1958 VOLUME 154, PAGE 345
E4.	EASEMENT FOR INSTALLATION, MAINTENANCE, AND USE OF A CONCRETE PAD 6'x4'x4" THICK VOLUME 298, PAGE 21
E5.	EASEMENT FOR INSTALLATION, MAINTENANCE, AND USE OF A VEHICLE BARRIER VOLUME 298, PAGE 21
E6.	EASEMENT FOR INSTALLATION, MAINTENANCE, AND USE OF A CONCRETE PAD 6'x4'x4" THICK VOLUME 298, PAGE 21
E7.	FUTURE EASEMENT FOR 4' UNIFORM SIDEWALK VOLUME 298, PAGE 21
E8.	DEED OF EASEMENTS FOR PIPELINES VOLUME 796, PAGE 221 (LOCATION OF GAS LINE SHOWN, EASEMENT EXTENTS UNPLOTTABLE AS DESCRIBED)
E9.	PIPELINE EASEMENT STRIP No. 1 VOLUME 896, PAGE 334
E10.	PIPELINE EASEMENT STRIP No. 2 VOLUME 896, PAGE 334
E11.	UNDERGROUND ELECTRIC FACILITIES PERPETUAL EASEMENT VOLUME 660, PAGE 69 EXACT LOCATION NOT PLOTTABLE (APPROX. LOCATION OF CONDUIT SHOWN)
E12.	DESIGNATION OF PARKING SPACES RELATING TO UNITS 9, 10, 11, AND 12 FOUR PARKING SPACES VOLUME 529, PAGE 529 (UNCLEAR WHICH SPACES CORRESPOND TO THE RIGHTS INCLUDED IN THE DOCUMENT)

BOOK 404, PAGE 627

WINSTON HART TO NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY: THE RIGHT TO PLACE, REPLACE, MAINTAIN AND REMOVE WIRES, CABLES, CONDUITS, PULL BOXES AND NECESSARY FIXTURES FOR TELEPHONE AND RELATED USES AND FOR THE TRANSPORTATION OF ELECTRIC POWER, APPLIES TO 252 COLLEGE STREET

BOOK 418, PAGE 233

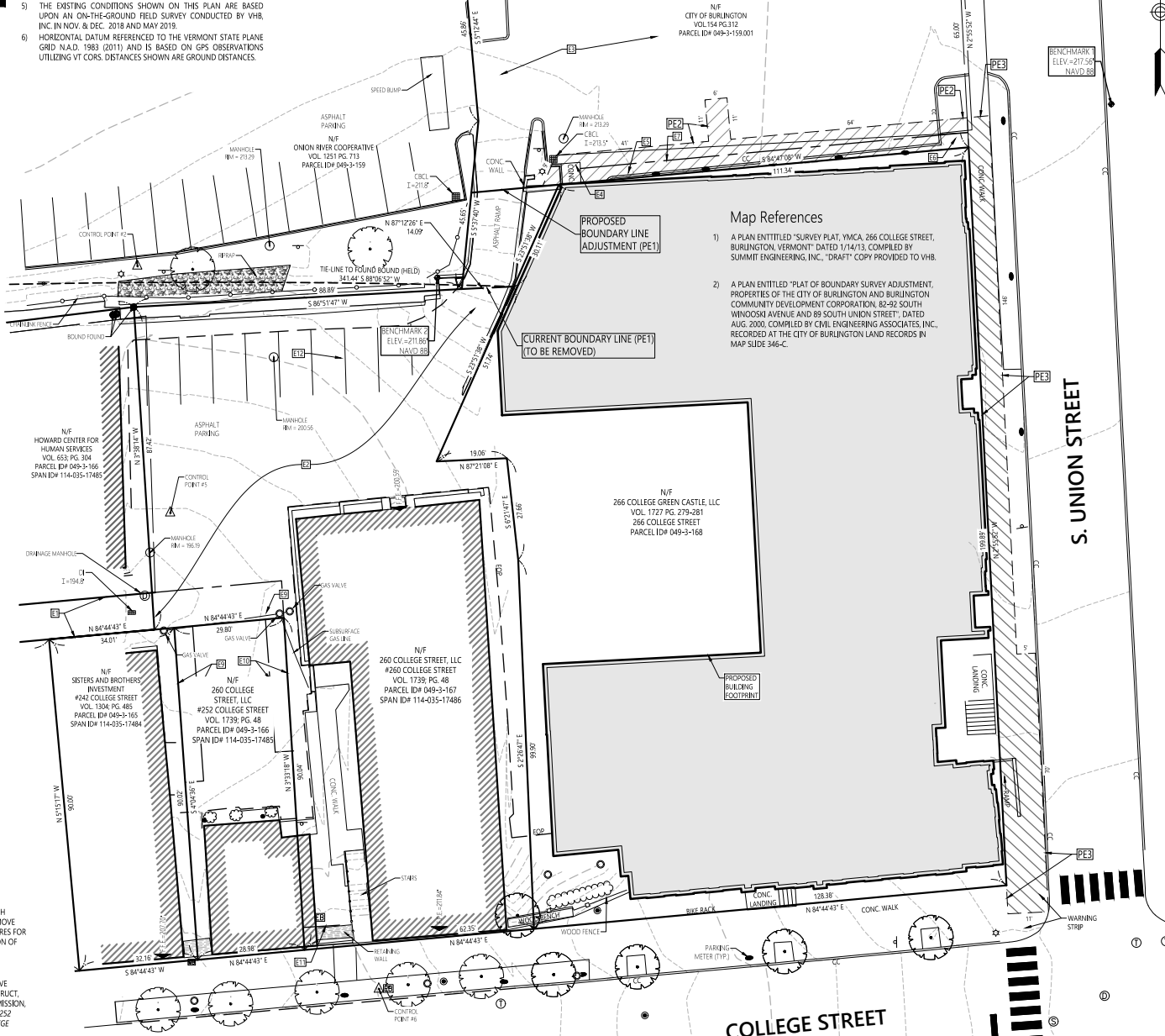
WINSTON HART TO CITY OF BURLINGTON: PERPETUAL, EXCLUSIVE
RIGHT-OF-WAY AND EASEMENT TO LAY, CONSTRUCT, RECONSTRUCT,
OPERATE, MAINTAIN, REPLACE, AND REMOVE ELECTRIC TRANSMISSION,
DISTRIBUTION AND COMMUNICATION LINES... APPLIES TO 252
COLLEGE STREET; RIGHT OF ACCESS ALSO APPLIES TO 260 COLLEGE
STREET

- 1) THE PURPOSE OF THIS PLAN IS TO DEPICT THE EXISTING CONDITIONS AND EXISTING EASEMENTS.
- 2) THE INTERIOR PROPERTY LINES SHOWN ARE BASED ON A BEST FIT OF MAP REF. 1 AND MAP REF. 2. NO BOUNDARY EVIDENCE FOUND IN THE RECORDS.
- 3) THE RIGHT OF WAY FOR SOUTH UNION STREET IS 49.5' WIDE (PER VOL.2 PG.27) AND WAS ESTABLISHED FROM EXISTING MONUMENTATION AND THE CENTERLINE OF THE ROAD AS SURVEYED.
- 4) THE RIGHT OF WAY FOR COLLEGE STREET IS 66' WIDE (PER MAP REF.1 & 2, ASSUMED ROW WIDTHS: ROW AT THE BURLINGTON DEPOT ENGINEERING OFFICE) AND WAS ESTABLISHED FROM THE CENTERLINE OF THE ROAD AS SURVEYED.
- 5) THE EXISTING CONDITIONS SHOWN ON THIS PLAN ARE BASED UPON AN ON-THE-GROUND FIELD SURVEY CONDUCTED BY VHB, INC. ON DEC. 20, 2011 AND MAY 19, 2012.
- 6) HORIZONTAL DATUM REFERENCED TO THE VERMONT STATE PLANE GRID NAD 83 (1983) (2011) AND IS BASED ON GPS OBSERVATIONS UTILIZING CTR POINTS. DISTANCES SHOWN ARE GROUND DISTANCES.

PE1
PROPOSED LOT LINE ADJUSTMENT FOR RAMP AREA, TO BE CONVEYED FROM CITY OF BURLINGTON TO 266 COLLEGE GREEN CASTLE, LLC.

PE2
PROPOSED PERMANENT EASEMENT FOR SUPPORT OF EXCAVATION, FOUNDATION FOOTING, CONCRETE CURB, AND EGRESS

PE3
PROPOSED LICENSE AGREEMENT AREA FOR BALCONY ABOVE, SUPPORT OF EXCAVATION, AND UNDERGROUND STORMWATER SYSTEM



	DRAIN MANHOLE
	CATCH BASIN
	SEWER MANHOLE
	ELECTRIC MANHOLE
	TELEPHONE MANHOLE
	MANHOLE
	WATER GATE
	FIRE HYDRANT
	GAS GATE
	STREET SIGN
	LIGHT POLE
	UTILITY POLE
	GUY POLE
	GUY WIRE
	WELL

F.F.E.=45.27'
FINISHED FLOOR ELEVATION

266 College Street
Burlington, Vermont

No.	Revision	Date	Approved

Designed by
S.Compton
Checked By
PS

Issued for
Review
Date
March 26, 2025

252, 260, 266
College Street
Plan of Land

Sv-1

Sheet 1 of 1

Project Number
58153.00

\\VH\COM\G\B\PROJ\BURLINGTON\58975.00 266 GREENCASTLE 266 COLLEGE\CD\PLANSET\LOCAL PERMITTING\58975.00-LM

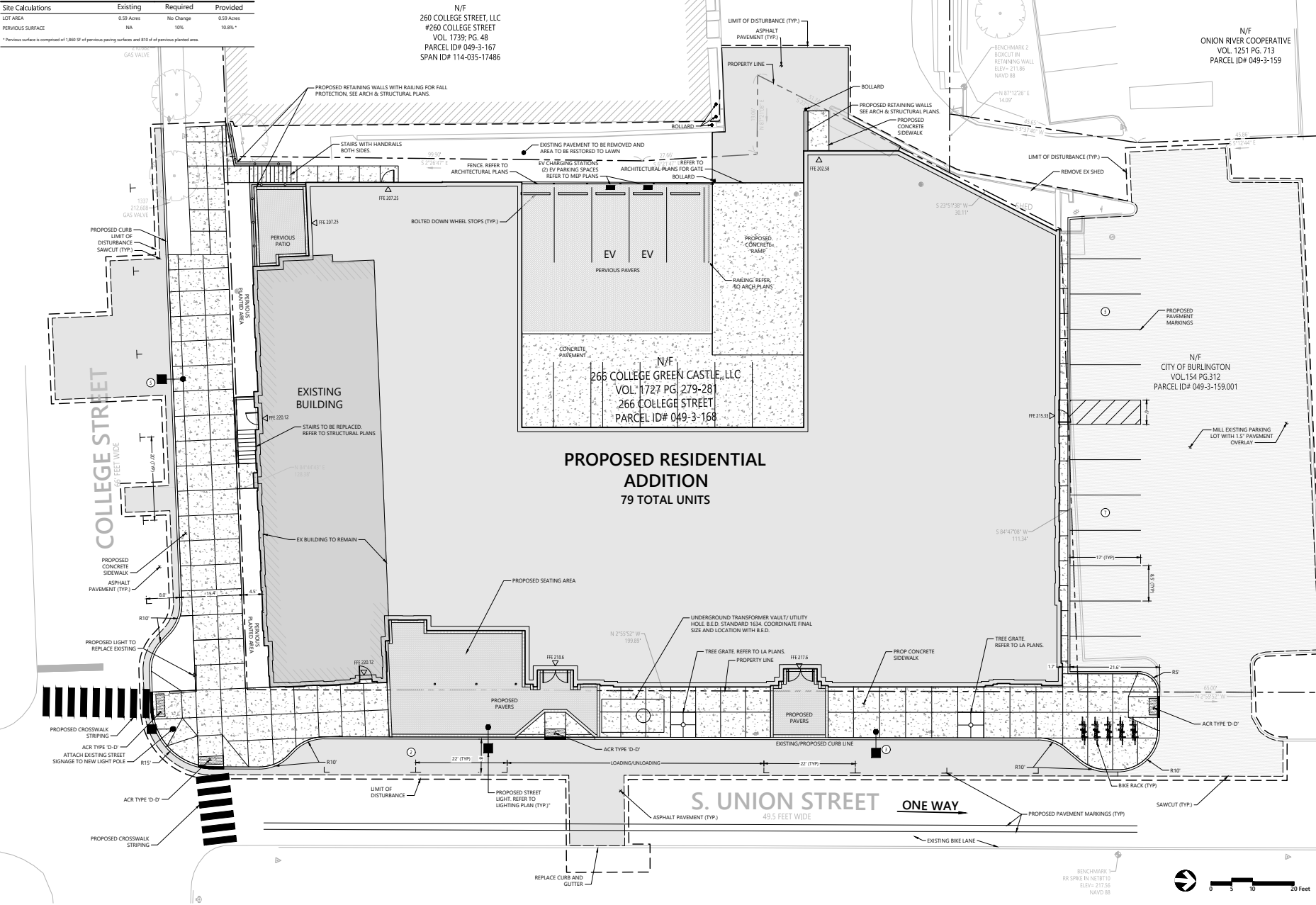
Saved Monday, January 20, 2025 12:12:46 PM CD\JSDAN Plotted Thursday, January 30, 2025 10:24:33 AM David Hegan

Zoning Summary Chart

Zoning District(S):	Downtown Center - FD5		
Parking District:	Multimodal Mixed Use		
Height District:	F		

Site Calculations	Existing	Required	Provided
LOT AREA	0.59 Acres	No Change	0.59 Acres
PERVIOUS SURFACE	N/A	10%	10.8%

* Pervious surface is comprised of 1,860 SF of pervious parking surfaces and 810 SF of pervious planted area.



CIVIL ENGINEER & LANDSCAPE:
VHB
40 IDX Drive
Building 100
S. Burlington, VT 05403
802-497-6165

STRUCTURAL ENGINEER:
Hardy Structural Engineers
875 Roosevelt Hwy.
Ste. 130
Colchester, VT 05446
802.655.0755

MECHANICAL, PLUMBING, & ELECTRICAL ENGINEER
CES Engineering, LLC
35 Pleasant Street
Concord NH 03301
603-688-5925

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SMITH BUCKLEY ARCHITECTS PLLC
ALL RIGHTS RESERVED

Apartment
266 College Street
Burlington, VT 05401

ISSUED:
01/17/2025

BID SET
NOT FOR CONSTRUCTION

Layout and Materials Plan

SCALE: 1" = 10'

C2.0



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/16/2025

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 Cheeseman Insurance Inc. dba Cheeseman Insurance Group 84 Pine St, Suite 500 Burlington, VT 05401	CONTACT NAME: PHONE (A/C, No, Ext): (802) 861-4800		FAX (A/C, No): (802) 861-4801
	E-MAIL ADDRESS: info@cheesemaninsurance.net		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Markel Insurance Company		
	INSURER B :		
INSURED Seizan Capital College Street LLC + Green Castle College LLC PO BOX 4484 Burlington, VT 05406	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		3AA841892	11/20/2024	11/20/2025	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ 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 DED ☐ RETENTION \$						EACH OCCURRENCE \$ 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)
 The City of Burlington is named as additional insured in regard to the General Liability policy as per written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Burlington	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



**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: License Committee/City Council

FROM: Alice Schwencke, Excavation Inspector, Department of Public Works

DATE: April 4th, 2025

CC: Laura Wheelock, P.E. City Engineer
Chapin Spencer, Director of Public Works.
Peter Procaccio P.E.; Sr. Public Works Engineer
Elizabeth Gohringer, Associate Planner, DPW

RE: 177 Church Street - Encumbrance Application – Parklet for Outdoor Seating

Request

License Committee

1. DPW respectfully requests that the License Committee approve the following motion:

To approve and recommend that the City Council approve the Encumbrance Application for Nomads VT, LLC, for the installation and use of an outdoor seating parklet at 177 Church Street and authorize the Mayor to execute a License Agreement—approved by the City Attorney's Office—on behalf of the City of Burlington for a term commencing on the date of execution and terminating on October 15, 2025.

City Council

1. DPW respectfully requests that the City Council approve the following motion:

To approve the Encumbrance Application for Nomad's VT, LLC, for the installation of an outdoor seating parklet at 177 Church Street and authorize the Mayor to execute a License Agreement—approved by the City Attorney's Office—on behalf of the City of Burlington for a term commencing on the date of execution and terminating on October 15, 2025.

Overview

The Department of Public Works (DPW) received a request from Nomad's VT on April 10th, 2025 for the installation and use of an outdoor seating area located in the right-of-way in front of 177 Church Street.

The outdoor seating design meets all the requirements to occupy the Right of Way. The area will be 12 feet long by 15 feet wide covering a total area of 180 square feet. The seating area will not obstruct or block any loading zones or handicap parking spaces, and will meet or exceed ADA standards for accessibility. The amenity will not interfere with municipal or utility maintenance or operations.

Schedule

Nomad's VT, LLC requests the use of the ROW for a parklet between the property line and parking stalls at 177 Church Street. This encumbrance will commence in April 5th 2025 and terminate on October 15th, 2025

Recommendation

It is the recommendation of DPW to support the use of this outdoor seating area under the terms of a License Agreement, in substantially the same form as the attached, between the City of Burlington and Nomad's VT, LLC.

Thank you for consideration of this request, please do not hesitate to contact me directly at ASchwencke@burlingtonvt.gov or 802-495-6176.

ATTACHMENT: License Agreement (with exhibits)

Dear Licensing Committee Members,

The Department of Public Works recommends approval of the Encumbrance Permit Application submitted by Nomad's VT, LLC for the use of 180 square feet of public right-of-way at 177 Church Street. 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.

Nomad's VT, LLC is requesting this encumbrance on the west side of Church Street to host an outdoor seating area which would occupy 180 square feet of City ROW. 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.

The DPW is confident that this encumbrance will not negatively impact the functionality of the public right-of-way.

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.

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

ENCUMBRANCE PERMIT AND LICENSE AGREEMENT

Nomad's VT, LLC

177 CHURCH STREET # 1, BURLINGTON, VT, 05452

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 Nomad's VT, LLC, a domestic limited liability company located at 177 Church Street, Burlington, Vermont 05401 ("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 177 Church Street. The Licensee has received approval to provide a outdoor seating area approximately fifteen feet by twelve feet with seating to accommodate six to eight guest. The outdoor seating area will exist within the public right-of-way directly in front of to the premises.
- D. Purpose.** This Agreement sets forth the terms and conditions for the allowed 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, and encumbrance fee of one dollar per square foot until October 15th 2025.
- C. "Party"** means the City or Licensee and "Parties" means both the City and Licensee.
- D. "Premises"** means the sidewalk area directly in front of 177 Church Street.
- E. "Property"** means the outdoor seating parklet that is 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. Licensee's obligations hereunder for indemnification, defense, and restoration of the Premises and other City property shall survive expiration or termination hereof.
- B. Term.** This Agreement shall commence on the Effective Date of May 15th, 2025 and expire on

October 15th, 2025.

- C. Termination.** This Agreement may be terminated as set forth in this paragraph (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 Premises, the sidewalk adjacent to the property, and any other City property damaged, destroyed, or otherwise affected by Licensee or its officers, employees, agents, customers/invitees, successors, or assigns, within seven (7) days of receiving written notice.
 - v. Renewal.** This agreement shall be renewable annually for a one (1) year term provided that Licensee submits a timely annual renewal application certifying that its renewal does not amend, modify or otherwise change the existing agreement, pays the requisite fees, and provides updated proof of insurance and all applicable endorsements, and provided that the Department of Public Works certifies that licensee is still in compliance with terms of this agreement.

4. GRANT OF LICENSE

The City hereby grants to Licensee a license to provide an outdoor seating area for dining purposes within the City sidewalk right of way directly in front 177 Church Street, totaling an area of 180 square feet for the term set forth above. Licensee may use and shall maintain the outdoor seating area existing in the City's right-of-way.

5. LICENSE CONDITIONS

- A. Maintenance.** Licensee shall maintain the outdoor seating area to the satisfaction of the City, which includes maintaining it in a safe, proper, and working condition. Licensee shall be solely responsible for all costs associated with maintenance, upkeep, repair, and replacement of outdoor seating amenities.
- B. Placement.** The featured seating shall be placed and maintained in accordance with all conditions set by the Department of Public Works in the approved plan (Attachment C) and shall

not impede the City's or any other private or public utilities' ability to maintain the sidewalk, parking meters, greenbelt, utility infrastructure, or any other City or private property. The amenity shall not cause an obstruction or inconvenience to members of the public accessing the road, sidewalk, parking meters, greenbelt or any other City or private property. The seating area shall be removed from the public right of way when the term of this agreement has expired. Notwithstanding anything to the contrary herein, it is Licensee's obligation to ensure the approved plan complies with applicable laws, including the Americans with Disabilities Act, all applicable regulations and design standards promulgated thereunder, and other applicable disability access laws. Any analysis done by the City regarding compliance of the plan with applicable laws is for the City's sole and exclusive benefit, and Licensee shall not rely thereon. If the plan fails to comply with applicable laws, including disability access laws, then it is Licensee's obligation to comply with the law and to request the City's ratification of any change from the plan shown in Attachment C as soon as reasonably possible. An amendment to the plan in Attachment C to comply with applicable law shall require the written approval of the Public Works Director or designee without a formal amendment to this Agreement.

- C. Appearance.** Licensee shall pick up and sweep debris created by its use of the public right-of-way.
- F. Emergency Access.** In the event of an emergency relating to municipal operations, the City shall have the authority to remove or relocate the amenity to access any public infrastructure deemed necessary. Licensee shall be solely responsible for all cost associated with relocation of seating area, and returning the structure to the approved location in this agreement.

6. PAYMENT FOR LICENSE

- A. License Fee.** Licensee shall pay the City an Encumbrance Fee, as described in Attachment A.
- B. Initial Encumbrance Fee.** By signing this Agreement, the Parties acknowledge that Licensee has paid the City the encumbrance fee for square footage for the period beginning May 15th, 2025 and ending October 15, 2025.

7. INSURANCE

- A. 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 per occurrence, \$300,000 aggregate as stated in 27-32(c). The City shall be named as an additional insured on such insurance policy.
- B. Evidence.** Prior to execution of this Agreement, Licensee shall furnish the City with a certificate of insurance and endorsement that includes the provision naming the City as an additional insured 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.

8. INDEMNIFICATION

Licensee shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees from liability for any claims, suits, expenses, losses, judgments, 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.

9. RESPONSIBILITY FOR SUPERVISION:

Licensee shall assume responsibility for general supervision of its contractors and any subcontractors, shall be solely responsible for all procedures, methods, and work, and shall be responsible to the City for all acts or omissions of its officers, employees, agents, contractors, subcontractors, or any other person related to any activity or work performed in connection with this Agreement or the privileges granted to Licensee under this Agreement.

10. PUBLIC RELATIONS

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

11. PERMITS

Licensee shall be responsible for obtaining all necessary City and/or State permits prior to performing any work on the Premises or in connection with this Agreement.

12. NUISANCES PROHIBITED

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

13. INSPECTION OF WORK

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

14. ASSIGNMENT OF RIGHTS

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 §3C.i of this Agreement.

15. LIMITATION OF RIGHTS; PROPERTY TAXES

Licensee acknowledges that no title, estate, leasehold, easement, or other property interest or other right is created other than that specifically defined and limited by this Agreement. Any property tax liability arising from this Agreement under Vermont law, notwithstanding the foregoing, shall be the sole responsibility of Licensee.

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, 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.

17. ENTIRE AGREEMENT

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

18. MODIFICATION

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

19. THIRD PARTY BENEFICIARIES

This Agreement does not confer any rights or remedies upon any person or entity other 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. MISCELLANEOUS

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder shall remain in effect as necessary to effectuate the original intent of the

Parties as closely as possible; provided, however, that if any provision hereof relating to indemnification or defense for the protection of the City and its taxpayers is held to be invalid and unenforceable, then this Agreement shall have no further prospective force or effect, but it shall be enforced to the fullest extent allowed by law for the protection of the City and its taxpayers with respect to prior transactions and occurrences. This Agreement shall be construed according to Vermont law, notwithstanding conflicts of law principles, and venue for any dispute arising from this Agreement shall be proper in Chittenden County, Vermont, notwithstanding any other law. This Agreement shall not be construed its drafter. In case of any dispute arising from this Agreement, the prevailing party shall be entitled to attorneys' fees and costs.

21. ATTACHMENTS

The following attachments are 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

22. ORDER OF PRECEDENT

This Agreement shall control over any conflicting attachment.

— *Signature Page Follows* —

23. 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
Nomad's VT, LLC

By: _____
Mahati Mohamed, Owner

By: _____
Mehdi Faddi, Owner

Date: _____

CITY OF BURLINGTON
Mayor Emma Mulvaney-Stanak

By: _____
Mayor Emma Mulvaney-Stanak

Date: _____



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

DPW ENCUMBRANCE RECOMMENDATION FORM

DBA NAME: Nomad's VT, LLC DATE: 5/4/25
COMPANY NAME: Nomad's VT, LLC PHONE: (941) 735-8306
CONTACT NAME: Mahati Mohamed EMAIL: etay.hmd@devitakaseh@gmail.com
MAILING ADDRESS: 177 Church Street Burlington VT 05403
LOCATION OF ENCUMBRANCE: 177 Church Street, Burlington VT 05401

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: _____

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 160 square feet of the paid parking space directly in front of 111 St.Paul Street.

BELOW THIS LINE – DEPARTMENT OF PUBLIC WORKS OFFICE USE ONLY

Approved: Yes ☒ No [] If no, reason: _____
Signature: Alice Schwencke Date: 4/15/25



April 14, 2025

REN-25-7 ROW Encumbrance Permit Status: Active Submitted On: 4/10/2025	Primary Location 161-177 Church Street Burlington, VT 05401 Owner SISTERS & BROTHERS INVESTMENT, GROUP LLP 75 SOUTH WINOOSKI AV BURLINGTON, VT 05401	Applicant mahati mohamed 802-373-9503 eng.mohamed.ataoot@gmail.com 177 church street burlington , VT 05401
--	--	--

Right-of-Way Encumbrance Application

Type of Encumbrance Requested*

Long-Term Encumbrance (More than 60 Days)

Encumbrance Description* ?

Three tables with two chairs each, positioned along our storefront. Four decorative planters with seasonal flowers mark the boundaries of our outdoor seating area. All furniture is removed nightly. This outdoor seating will be available during summer months only

Location of Encumbrance * ?

177 church 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)	Encumbrance Start Date
1	05/16/2025

Encumbrance End Date

10/31/2025

Area Encumbered (Square Feet)

35

Company Information

Company Name

nomads vt

DBA Name

nomads

Phone

8023739503

FAX

Street Address

177 church street

City, State Zip

05401

Email ?

eng.mohamed.ataoot@gmail.com

Instructions

Please Attach:

1. Certificate of Liability Insurance with holder as the "CITY OF BURLINGTON, BURLINGTON PUBLIC WORKS, ENCUMBRANCE APPLICATION DEPT., 645 PINE ST, BURLINGTON, VT 05401".
2. Endorsement to Insurance Policy (separate from the Certificate of Insurance) listing the Cancellation Policy as 15 notice for non-payment or 45 days for any other reason.
3. Endorsement to Insurance Policy (separate from the Certificate of Insurance) specifically listing the City as Additional Insured.
4. Sketch, photo, or blueprint of what you are proposing.
5. Check for Total Amount Due. (\$25 Application fee + \$1 per square foot)

Encumbrance Not Valid until Permit is Issued. Permit will be Issued after City Council Approval.

Please Attach:

1. Certificate of Liability Insurance with holder as the "CITY OF BURLINGTON, BURLINGTON PUBLIC WORKS, ENCUMBRANCE APPLICATION DEPT., 645 PINE ST, BURLINGTON, VT 05401".
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4. Sketch, photo, or blueprint of what you are proposing.
5. Check for Total Amount Due. (\$25 Application fee + \$1 square foot)

Permit will be Issued after City Council Approval. Permit Not Valid until Fee Payment is Received.

Please Attach:

1. Certificate of Liability Insurance with holder as the "CITY OF BURLINGTON, BURLINGTON PUBLIC WORKS, ENCUMBRANCE APPLICATION DEPT., 645 PINE ST, BURLINGTON, VT 05401".
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3. Endorsement to Insurance Policy (separate from the Certificate of Insurance) specifically listing the City as Additional Insured.
4. Sketch, photo, or blueprint of what you are proposing.
5. Check for Total Amount Due. (\$25 Application fee + \$1 per square foot)

Permit will be Issued after City Council Approval. Permit Not Valid until Fee Payment is Received.

Application Fee: \$25 + \$1 per square foot encumbered.

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.

Required Documentation

 Certificate of Insurance 

☐

 Insurance Expiration Date

—

 Endorsement of Additional Insured 

☐

 Endorsement for Cancellation 

☐

 Site Map or Photograph(s) 

☐

Reporting

 Encumbrance For:

—

City Department Review

 Attorney Sign Off 

☐

 Attorney Sign Off Date

—

 Right-of-Way Sign Off 

☐

 Right-of-Way Sign Off Date

—

City Council Review

 City Council Meeting Date

—

 City Council Approval 

☐

 City Council Approval Date

—

Attachments

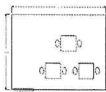


Image-1.jpg
Image-1.jpg
Uploaded by mahati mohamed on Apr 10, 2025 at 11:10 AM

Record Activity

mahati mohamed started a draft Record	04/10/2025 at 11:00 am
mahati mohamed added file Image-1.jpg	04/10/2025 at 11:10 am
mahati mohamed submitted Record REN-25-7	04/10/2025 at 11:10 am
OpenGov system altered payment step Encumbrance Fee Payment, changed status from Inactive to Active on Record REN-25-7	04/10/2025 at 11:10 am
OpenGov system completed payment step Encumbrance Fee Payment on Record REN-25-7	04/10/2025 at 11:11 am
OpenGov system altered approval step City Council Approval, changed status from Inactive to Active on Record REN-25-7	04/10/2025 at 11:11 am
OpenGov system assigned approval step City Council Approval to Alice Schwencke on Record REN-25-7	04/10/2025 at 11:11 am

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
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Label	Activated	Completed	Assignee	Due Date	Status
 Encumbrance Fee Payment	4/10/2025, 11:10:45 AM	4/10/2025, 11:11:20 AM	mahati mohamed	-	Completed
 City Council Approval	4/10/2025, 11:11:20 AM	-	Alice Schwencke	-	Active



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: Nomad's VT, LLC DATE: 5/4/25
COMPANY NAME: Nomad's VT, LLC PHONE: (941) 735-8306
CONTACT NAME: Mahati Mohamed EMAIL: eng.mohamed.ataoot@gmail.com
MAILING ADDRESS: 177 Church Street Burlington VT 05403
LOCATION OF ENCUMBRANCE: 177 Church Street, Burlington VT 05401

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: _____

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 160 square feet of the paid parking space directly in front of 111 St. Paul Street.

BELOW THIS LINE – DEPARTMENT OF PUBLIC WORKS OFFICE USE ONLY

Approved: Yes ☒ No [] If no, reason: _____
Signature: Alice Schwencke Date: 4/15/25



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/20/2025

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  KAITLYN RAYMOND STATE FARM 29 UPPER MAIN ST ESSEX JCT, VT 05452	CONTACT NAME: SCOTT MAYNARD PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: SCOTT@RAYMOND802.COM
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

INSURED NOMAD'S VT LLC 177 CHURCH ST BURLINGTON, VT 05401	NAIC # 25143
--	------------------------

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	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
☒	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER			95BCS2105	03/20/2025	03/20/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PRODUCTS - COMP/OP AGG \$
☐	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) \$ PRODUCTS - COMP/OP AGG \$
☐	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
☐	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	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)

FOOD SHOP POLICY

ANNUAL PREMIUM: \$349.00

CERTIFICATE HOLDER**CANCELLATION**

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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ACORD 25 (2016/03)

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**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: Alice Schwencke, Excavation Inspector, Department of Public Works

DATE: April 2, 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 –174 South Winooski Ave– Encumbrance Permit Request

Request

The applicant Wright and Morrissey., is requesting approval from the Licensing Committee for long-term obstruction of the public sidewalk and parking stall on the East side of S. Winooski Ave, between King Street and Main Street.

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 25-6) from Wright and Morrissey on March 25, 2025, requesting use of the public right of way to facilitate development on the old VFW parcel located at 174 South Winooski until February 26, 2026. Work under the project will remove and reconstruct the building to be converted into housing units. In order to reconstruct and construct the building, the applicant will require use of the sidewalk for man lift and other construction related vehicles on S. Winooski Street.

This construction encumbrance permit and license agreement will allow the contractor to use the sidewalk East side of South Winooski Street 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.

Recommendation

Thank you for consideration of this request, please do not hesitate to contact me directly at Aschwencke@burlingtonvt.gov or 802-495-6176.

Attachments

- A. Encumbrance Permit Application
- B. DPW Recommendation Form
- C. Site Plan
- D. Encumbrance Fees
- E. Certificate of Insurance

Motions:

License Committee:

"To approve and recommend that the City Council approve the Encumbrance Application for the sidewalk on the east side of South Winooski Street, 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 sidewalk 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 174 South Winooski 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."

Dear Licensing Committee Members,

The Department of Public Works recommends approval of the Encumbrance Permit Application submitted by Wright & Morrissey, INC for the use of 1967 square feet of public right-of-way at 174 South Winooski Ave. 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.

Wright & Morrissey, Inc is requesting this temporary encumbrance on the east side of S. Winooski Street. Wright & Morrissey, Inc. is demolishing the current building, and making way for 38 new permanently affordable apartments, with five set aside for unhoused Veterans. Wright & Morrissey is also planning on reconstructing the adjacent sidewalks to comply with Burlington great street standards. During construction Wright & Morrissey will be occupying the East Side of S.Winooski with a 6'-0" temporary Construction fencing to the edge of the sidewalk Wright & Morrissey plans on utilizing the encumbered space to operate a boom lift/ Man lifts to construct the façade of the building. 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

ROW Encumbrance Permit**REN-25-6**

Submitted On: Mar 12, 2025

Applicant

 Jared Lacasse
 802-373-7755
 @jlacasse@wmorrissey.com

Primary Location

176 South Winooski Avenue
Burlington, VT 05401

Right-of-Way Encumbrance Application**Type of Encumbrance Requested**

Long-Term Encumbrance (More than 60 Days)

Encumbrance Description

We need to close the pedestrian sidewalk along the project limits as shown on the attached plan and will install 6'-0" temporary construction fencing to the edge of the sidewalk. This will keep pedestrian traffic away from the project as we construct the building up to the fifth floor and install exterior finishes. This will also enable us to run manlifts/boom lifts along this facade of the the building to complete our work.

SD Ireland Brothers will obtain obstruction/excavation permits as required for any work that will be within the city streets and/or would require a lane closure.

Location of Encumbrance

184 South Winooski Ave and 211 Main 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)

1

Encumbrance Start Date

03/25/2025

Encumbrance End Date

02/26/2026

Area Encumbered (Square Feet)

1967

Company Information**Company Name**

Wright & Morrissey, Inc.

DBA Name

--

Phone

802-863-4541

FAX

802-865-1253

Street Address

99 Swift Street, Suite 100

City, State Zip

South Burlington, VT 05403

Email

info@wmorrissey.com

Instructions

Please Attach:

1. Certificate of Liability Insurance with holder as the "CITY OF BURLINGTON, BURLINGTON PUBLIC WORKS, ENCUMBRANCE APPLICATION DEPT., 645 PINE ST, BURLINGTON, VT 05401".

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4. Sketch, photo, or blueprint of what you are proposing.
5. Check for Total Amount Due. (\$25 Application fee + \$1 per square foot)

Encumbrance Not Valid until Permit is Issued. Permit will be Issued after City Council Approval.

Please Attach:

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Permit will be Issued after City Council Approval. Permit Not Valid until Fee Payment is Received.

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

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5. Check for Total Amount Due. (\$25 Application fee + \$1 square foot)

Permit will be Issued after City Council Approval. Permit Not Valid until Fee Payment is Received.

Application Fee: \$25 + \$1 per square foot encumbered.

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.

ENCUMBRANCE PERMIT AND LICENSE AGREEMENT

Wright & Morrissey, Inc
99 Swift Street Suite 100, 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, and Wright & Morrissey, Inc Vermont Corporation located at 99 Swift Street Suite 100, South Burlington VT 05403 Wright & Morrissey, Inc. 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 174 South Winooski. Licensee has submitted a construction encumbrance application seeking the continued occupation of City right-of-way on South Winooski Street. According to Licensee’s application, it will cover 1967 square foot area of the public sidewalk,
- D. Purpose.** This Agreement sets forth the terms and conditions for the allowed 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, 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 sidewalk right-of-way on the East Side of South Winooski St. directly in front of 174 S. Winooski.
- E. “Property”** means the commercial building lot located at 174 South Winooski in Burlington, Vermont, inclusive of the barricade fencing 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. Licensee’s obligations hereunder for indemnification, defense, and restoration of the Premises and other City property shall survive expiration or termination hereof.
- B. Term.** This Agreement shall commence on the Effective Date and expire on 02/26/2026 February 26, 2026.

C. Termination. This Agreement may be terminated as set forth in this paragraph (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 Premises, the sidewalk adjacent to the property, and any other City property damaged, destroyed, or otherwise affected by Licensee or its officers, employees, agents, customers/invitees, successors, or assigns, within seven (7) days of receiving written notice.
- v. **Renewal.** This agreement shall be renewable annually for a one (1) year term provided that Licensee submits a timely annual renewal application certifying that its renewal does not amend, modify or otherwise change the existing agreement, pays the requisite fees, and provides updated proof of insurance and all applicable endorsements, and provided that the Department of Public Works certifies that licensee is still in compliance with terms of this agreement.

4. GRANT OF LICENSE

The City hereby grants to Licensee a license to install an outdoor seating area for dining purposes on the sidewalk directly adjacent to 174 South Winooski Ave, totaling an area of 1967 square feet for the term set forth above. Licensee may use and shall maintain the outdoor seating area existing in the City's right-of-way.

LICENSE CONDITIONS

The Premises shall be maintained in accordance with all conditions set by the City of Burlington Department of Public Works ("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. Wright & Morrissey, Inc 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.** Wright & Morrissey, Inc 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. Wright & Morrissey, Inc 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. Wright & Morrissey, Inc shall take all additional reasonable activities requested by DPW to control such dust, dirt and debris. Wright & Morrissey, Inc 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 Wright & Morrissey, Inc.
- C.** Wright & Morrissey, Inc shall not allow obstructions and interferences in the lines of sight on the Premises or the adjacent construction area.
- D.** Wright & Morrissey, Inc 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. Wright & Morrissey, Inc shall erect proper signage to redirect pedestrians safely from the Premises. Wright & Morrissey, Inc 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. Wright & Morrissey, Inc shall take all additional reasonable activities requested by DPW to control such pedestrian traffic. Wright & Morrissey, Inc 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. Wright & Morrissey, Inc 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 Wright & Morrissey, Inc to implement those changes.
- E.** Wright & Morrissey, Inc 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 Wright & Morrissey, Inc's use of the Premises. Wright & Morrissey, Inc shall submit a utility protection plan to DPW's excavation inspector detailing the activities it shall take to protect such utilities. Wright & Morrissey, Inc shall take all additional reasonable activities requested by DPW to protect such utilities.
- F.** Without limiting its general indemnification obligations hereunder in any manner whatsoever, Wright & Morrissey, Inc shall not maintain or store any toxic or hazardous waste materials or contaminants upon the Premises. Wright & Morrissey, Inc shall defend, indemnify and save the City and its officers and employees 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 Wright & Morrissey, Inc.
- G.** Wright & Morrissey, Inc 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.** Wright & Morrissey, Inc shall be responsible for the maintenance and associated repair of approximately 1967 square feet of the street and sidewalk on of South Winooski Avenue.

- I. If Wright & Morrissey, Inc 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.
- J. The DPW reserves the right to extend this agreement for one additional year, provided that the licensee submit any and all documents required by the Department of Public Works that would warrant the extension of this agreement.

5. PAYMENT FOR LICENSE

A. License Fee. Licensee shall pay the City an 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 license fee for the period beginning April 25, 2026 and ending February 26, 2026

C. Parking Meter Fee. Licensee shall pay all associated parking meter fees.

6. INSURANCE

- A. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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 section shall constitute a discontinued use under §3.C.i of this Agreement.

14. LIMITATION OF RIGHTS; PROPERTY TAXES

Licensee acknowledges that no title, estate, leasehold, easement, or other property interest or other right is created other than that specifically defined and limited by this Agreement. Any property tax liability arising from this Agreement under Vermont law, notwithstanding the foregoing, shall be the sole responsibility of Licensee.

15. 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.

16. 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.

17. 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.

18. 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.

19. MISCELLANEOUS

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder shall remain in effect as necessary to effectuate the original intent of the Parties as closely as possible; provided, however, that if any provision hereof relating to indemnification or defense for the protection of the City and its taxpayers is held to be invalid and unenforceable, then this Agreement shall have no further prospective force or effect, except that it shall be enforced to the fullest extent allowed by law for the protection of the City and its taxpayers with respect to prior transactions and occurrences. This Agreement shall be construed according to Vermont law, notwithstanding conflicts of law principles, and venue for any dispute arising from this Agreement shall be proper in Chittenden County, Vermont, notwithstanding any other law. This Agreement shall not be construed its drafter. In case of any dispute arising from this Agreement, the prevailing party shall be entitled to attorneys' fees and costs.

20. ATTACHMENTS

The following attachments are 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 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. 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 Wright & Morrissey, Inc By: _____ [Mr. Daniel B. Morrissey, President] By: _____ [Mr. Stephen T. Theriault, Vice president] Date: _____

CITY OF BURLINGTON By: _____ Mayor Emma Mulvaney-Stanak Date: _____



WRIG&MO-02

KWOLFSTICH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/12/2025

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: Kimberly Wolfstich	
	PHONE (A/C, No, Ext): (802) 383-1623 FAX (A/C, No):	
	E-MAIL ADDRESS: kwolfstich@acrisure.com	
INSURED Wright & Morrissey, Inc. P.O. Box 421 Burlington, VT 05402	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : The Charter Oak Fire Insurance Company	25615
	INSURER B : The Travelers Indemnity Company	25658
	INSURER C : Travelers Property Casualty Company of America	25674
	INSURER D : Travelers Casualty and Surety Company	19038
	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	X		DT-CO-4868B643-COF-25	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000	
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
							MED EXP (Any one person) \$ 5,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000	
	☐ POLICY ☒ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000	
	OTHER:						\$	
B	AUTOMOBILE LIABILITY			810-9N275352-25-26-G	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	☒ ANY AUTO							BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY						☐ SCHEDULED AUTOS	BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						☐ NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident) \$
							\$	
C	UMBRELLA LIAB ☒ OCCUR			CUP-5K084883-25-26	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 10,000,000	
	☒ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 10,000,000	
	DED ☒ RETENTION \$ 10,000						Prod/CompOpsAgg \$ 10,000,000	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	UB-9J509075-25-26-G	1/1/2025	1/1/2026	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

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

WC Policy Section 3.A Includes the following states: VT, NH, NY

RE: Encumbrance Permit - Closure of a sidewalk along South Winooski Avenue, Burlington VT (Post Apartments project)

City of Burlington is included as Additional Insured under the General Liability as per terms and conditions of attached form CG D3 16 02 19.

Notice of Cancellation to Insured as per terms and conditions of attached forms: IL 02 19 06 15 (45 days/15 days for non-payment) & IL T3 20 05 19 (increases notice to 60 days/other than non-pay).

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

ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <p>A. Who Is An Insured – Unnamed Subsidiaries</p> <p>B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> | <p>C. Incidental Medical Malpractice</p> <p>D. Blanket Waiver Of Subrogation</p> <p>E. Contractual Liability – Railroads</p> <p>F. Damage To Premises Rented To You</p> |
|--|---|

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or
- b. A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VERMONT CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** The **Cancellation** Common Policy Condition is replaced by the following:

Cancellation

- 1.** The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.
- 2.** Cancellation Of Policies In Effect For Less Than 60 Days.

If this Policy has been in effect for less than 60 days and this Policy is not a renewal of a policy we issued, we may cancel this Policy by:

- a.** Giving at least 15 days' notice prior to the cancellation date for nonpayment of premium or substantial increase in hazard; or
- b.** Mailing or delivering at least 45 days' notice prior to the cancellation date for any other reason.

Written notice of cancellation, including the reason for cancellation, will be mailed or delivered to the first Named Insured at the first Named Insured's last mailing address known to us.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for

any reason other than nonpayment of premium, written notice must be sent by certified mail.

- 3.** Cancellation Of Policies In Effect For 60 Days Or More.

If this Policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel this Policy only for one or more of the following reasons:

- a.** Nonpayment of premium;
- b.** Fraud or material misrepresentation affecting this Policy or in the presentation of claims under this Policy;
- c.** Violation of any provisions of this Policy; or
- d.** Substantial increase in hazard, provided we have secured approval for the cancellation from the commissioner of insurance.

If we cancel this Policy for one of the reasons specified in Paragraph 3., we will cancel only in the following manner:

- a.** By giving at least 15 days' notice before the effective date of cancellation if we cancel for nonpayment of premium; or

- b. By mailing or delivering at least 45 days' notice before the effective date of cancellation if we cancel for any other reason.

Written notice of cancellation, including the reason for cancellation, will be mailed or delivered to the first Named Insured at the first Named Insured's last mailing address known to us.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

- 4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 5. If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- 6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Any When We Do Not Renew Condition is deleted.

The following conditions are added:

1. When We Do Not Renew

- a. We may elect not to renew this Policy by mailing, by certified mail, or delivering written notice of nonrenewal to the first Named Insured's last mailing address known to us. We will mail or deliver this notice at least 45 days before the:
 - (1) Expiration of the Policy; or

- (2) Anniversary date of this Policy if this Policy has been written for a term of more than one year.

b. This provision does not apply:

- (1) If we have indicated a willingness to renew;
- (2) In case of nonpayment of premium;
- (3) If you do not pay any advance premium required by us for renewal; or
- (4) If any property covered in this Policy is insured under any other insurance policy.

2. Renewal

a. If we:

- (1) Elect to renew this Policy; and
- (2) Have the necessary information to issue a renewal policy,
we will confirm in writing at least 45 days before it expires our intention to renew this Policy; and the premium at which this Policy will be renewed.

b. If we do not comply with the provisions of Paragraph a., you will have renewal coverage. The renewal coverage will be at the rates:

- (1) In effect under the expiring or expired policy; or
- (2) In effect on the expiration date, that have been approved by the Commissioner,

whichever are lower.

This renewal coverage will be on a pro rata basis and will continue for 45 days after we confirm renewal coverage and premium. If you accept this renewal policy, this Paragraph b. does not apply.

POLICY NUMBER:

ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice: 60

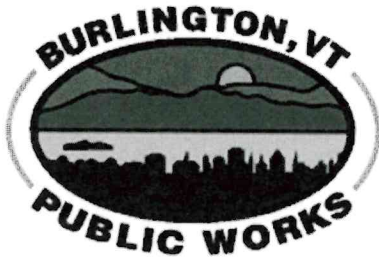
WHEN WE DO NOT RENEW (Nonrenewal):

Number of Days Notice:

PROVISIONS

A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.



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: 4/15/25
COMPANY NAME: Wright & Morrissey PHONE: 802-863-4541
CONTACT NAME: Hunter Gomez EMAIL: info@wmorrissey.com
MAILING ADDRESS: 99 Swift Street, S. Burlington VT 05403
LOCATION OF ENCUMBRANCE: 184 South Winooski Ave and 211 Main Street

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

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

YES []

NO ☒

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

YES []

NO ☒

3. Additional Comments: _____
SDI to reconstruct encumbered sidewalk according to Burlington Great streets protocol and design standards

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 1967 square feet of the sidewalk on the East side of South Winooski.

BELOW THIS LINE – DEPARTMENT OF PUBLIC WORKS OFFICE USE ONLY

Approved: Yes ☒ No [] If no, reason: _____
Signature: Alice Schwencke Date: 3/21/25



**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: License Committee/City Council

FROM: Alice Schwencke, Excavation Inspector, Department of Public Works

DATE: April 4th, 2025

CC: Laura Wheelock, P.E. City Engineer
Chapin Spencer, Director of Public Works.
Peter Procaccio P.E.; Sr. Public Works Engineer
Elizabeth Gohringer, Associate Planner, DPW

RE: 111 St. Paul Street - Encumbrance Application – Parklet for Outdoor Seating

Request

License Committee

1. DPW respectfully requests that the License Committee approve the following motion:

To approve and recommend that the City Council approve the Encumbrance Application for Devil takes a Holiday, LLC, for the installation and use of an outdoor seating parklet at 111 St. Paul Street and authorize the Mayor to execute a License Agreement—approved by the City Attorney's Office—on behalf of the City of Burlington for a term commencing on the date of execution and terminating on October 15, 2025.

City Council

1. DPW respectfully requests that the City Council approve the following motion:

To approve the Encumbrance Application for Devil takes a Holiday, LLC, for the installation of an outdoor seating parklet at 111 St. Paul Street and authorize the Mayor to execute a License Agreement—approved by the City Attorney's Office—on behalf of the City of Burlington for a term commencing on the date of execution and terminating on October 15, 2025.

Overview

The Department of Public Works (DPW) received a request from Devil takes a Holiday on February 5th, 2025 for the installation and use of an outdoor seating area known as a parklet located in the right-of-way in front of 111 St. Paul Street.

The parklet design meets all the requirements to occupy the Right of Way. The structure will be 12 feet long by 6 feet wide covering a total area of 72 square feet. The parklet will occupy one metered parking spaces directly in front of 111 St.Paul Street. The parklet will not obstruct or block any loading zones or handicap parking spaces, and will meet or exceed ADA standards for accessibility. The amenity will not interfere with municipal or utility maintenance or operations.

Parklet shall be constructed to meet DPW Great Street standards, and will be easily disassembled and relocated if required in the event of an emergency. Floor elevation of the structure will be even with the height of the curb and sidewalk grade, to create a flush transition from sidewalk to parklet. Storm water will flow unimpeded below the decking and along the curb line. No utility connections to the structure are required.

Work will commence on the installation of the parklet once the council has approved the license for Devil takes a Holiday. Installation of the parklet should take no longer than one week. There will be a onetime fee, currently set at \$3225.00, for this encumbrance.

Schedule

The Devil takes a Holiday, LLC requests the use of the ROW for a parklet between the property line and parking stalls at 111 St.Paul Street. This encumbrance will commence in April 5th 2025 and terminate on October 15th,2025

Recommendation

It is the recommendation of DPW to support the use of this outdoor seating parklet under the terms of a License Agreement, in substantially the same form as the attached, between the City of Burlington and Devil takes a Holiday, LLC.

Thank you for consideration of this request, please do not hesitate to contact me directly at ASchwencke@burlingtonvt.gov or 802-495-6176.

ATTACHMENT: License Agreement (with exhibits)

ENCUMBRANCE PERMIT AND LICENSE AGREEMENT

DJINN, LLC

111 Saint Paul Street, Burlington VT

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 DJINN, LLC, d/b/a Devil Takes a Holiday, LLC a domestic limited liability company located at 111 Saint Paul Street, Burlington, Vermont 05401 ("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 111 Saint Paul Street. The Licensee has received approval to install a parklet for an outdoor seating area within the eight by twenty parking space within the public right-of-way directly in front of to the premises.
- D. **Purpose.** This Agreement sets forth the terms and conditions for the allowed 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, and the yellow top meter fee until October 15th 2025.
- C. **"Party"** means the City or Licensee and "Parties" means both the City and Licensee.
- D. **"Premises"** means the yellow top parking space directly in front of 111 Saint Paul Street.
- E. **"Property"** means the outdoor seating parklet that is 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 of May 15th. 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. Licensee's obligations hereunder for indemnification, defense, and restoration of the Premises and other City property shall survive expiration or termination hereof.
- B. Term.** This Agreement shall commence on the Effective Date of May 15th, 2025 and expire on October 15th, 2025.
- C. Termination.** This Agreement may be terminated as set forth in this paragraph (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 Premises, the sidewalk adjacent to the property, and any other City property damaged, destroyed, or otherwise affected by Licensee or its officers, employees, agents, customers/invitees, successors, or assigns, within seven (7) days of receiving written notice.
 - v. Renewal.** This agreement shall be renewable annually for a one (1) year term provided that Licensee submits a timely annual renewal application certifying that its renewal does not amend, modify or otherwise change the existing agreement, pays the requisite fees, and provides updated proof of insurance and all applicable endorsements, and provided that the Department of Public Works certifies that licensee is still in compliance with terms of this agreement.

4. GRANT OF LICENSE

The City hereby grants to Licensee a license to install an outdoor seating parklet for dining purposes within the City right of way yellow top meter parking space directly in front 111 Saint Paul Street, totaling an area of 160 square feet for the term set forth above. Licensee may use and shall maintain the outdoor seating parklet existing in the City's right-of-way.

5. LICENSE CONDITIONS

- A. Maintenance.** Licensee shall maintain the parklet to the satisfaction of the City, which includes maintaining it in a safe, proper, and working condition. Licensee shall be solely responsible for all costs associated with maintenance, upkeep, repair, and replacement of outdoor seating amenities.
- B. Placement.** The featured seating shall be placed and maintained in accordance with all conditions set by the Department of Public Works in the approved plan (Attachment C) and shall not impede the City's or any other private or public utilities' ability to maintain the sidewalk, parking meters, greenbelt, utility infrastructure, or any other City or private property. The amenity shall not cause an obstruction or inconvenience to members of the public accessing the road, sidewalk, parking meters, greenbelt or any other City or private property. The parklet shall be removed from the public right of way when the term of this agreement has expired. Notwithstanding anything to the contrary herein, it is Licensee's obligation to ensure the approved plan complies with applicable laws, including the Americans with Disabilities Act, all applicable regulations and design standards promulgated thereunder, and other applicable disability access laws. Any analysis done by the City regarding compliance of the plan with applicable laws is for the City's sole and exclusive benefit, and Licensee shall not rely thereon. If the plan fails to comply with applicable laws, including disability access laws, then it is Licensee's obligation to comply with the law and to request the City's ratification of any change from the plan shown in Attachment C as soon as reasonably possible. An amendment to the plan in Attachment C to comply with applicable law shall require the written approval of the Public Works Director or designee without a formal amendment to this Agreement.
- C. Appearance.** Licensee shall pick up and sweep debris created by its use of the public right-of-way.
- F. Emergency Access.** In the event of an emergency relating to municipal operations, the City shall have the authority to remove or relocate the amenity to access any public infrastructure deemed necessary. Licensee shall be solely responsible for all cost associated with relocation of seating area, and returning the structure the approved location in this agreement.

6. PAYMENT FOR LICENSE

- A. License Fee.** Licensee shall pay the City an Encumbrance Fee, as described in Attachment A.

- B. Initial Encumbrance Fee.** By signing this Agreement, the Parties acknowledge that Licensee has paid the City the encumbrance fee for the period beginning May 15th, 2025 and ending October 15, 2025.
- C.** Yellow top Meter fee. Licensee is responsible for paying associated meter fees for the usage of the parking space direct in front of 111 St. Paul Street which total to the amount of Three thousand and forty-eight dollars and zero cents (\$3048.00)

7. INSURANCE

- A. 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 per occurrence, \$300,000 aggregate as stated in 27-32(c). The City shall be named as an additional insured on such insurance policy, on a primary, noncontributory basis as evidenced in a Certificate of Insurance acceptable to the City with copies of the required endorsement attached.
- 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.

8. INDEMNIFICATION

Licensee shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees from liability for any claims, suits, expenses, losses, judgments, 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.

9. RESPONSIBILITY FOR SUPERVISION:

Licensee shall assume responsibility for general supervision of its contractors and any subcontractors, shall be solely responsible for all procedures, methods, and work, and shall be responsible to the City for all acts or omissions of its officers, employees, agents, contractors, subcontractors, or any other person related to any activity or work performed in connection with this Agreement or the privileges granted to Licensee under this Agreement.

10. PUBLIC RELATIONS

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

11. PERMITS

Licensee shall be responsible for obtaining all necessary City and/or State permits prior to performing any work on the Premises or in connection with this Agreement.

12. NUISANCES PROHIBITED

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

13. INSPECTION OF WORK

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

14. ASSIGNMENT OF RIGHTS

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 §2.C.i of this Agreement.

15. LIMITATION OF RIGHTS; PROPERTY TAXES

Licensee acknowledges that no title, estate, leasehold, easement, or other property interest or other right is created other than that specifically defined and limited by this Agreement. Any property tax liability arising from this Agreement under Vermont law, notwithstanding the foregoing, shall be the sole responsibility of Licensee.

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, 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.

17. ENTIRE AGREEMENT

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

18. MODIFICATION

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

19. THIRD PARTY BENEFICIARIES

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

20. MISCELLANEOUS

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder shall remain in effect as necessary to effectuate the original intent of the Parties as closely as possible; provided, however, that if any provision hereof relating to indemnification or defense for the protection of the City and its taxpayers is held to be invalid and unenforceable, then this Agreement shall have no further prospective force or effect, but it shall be enforced to the fullest extent allowed by law for the protection of the City and its taxpayers with respect to prior transactions and occurrences. This Agreement shall be construed according to Vermont law, notwithstanding conflicts of law principles, and venue for any dispute arising from this Agreement shall be proper in Chittenden County, Vermont, notwithstanding any other law. This Agreement shall not be construed its drafter. In case of any dispute arising from this Agreement, the prevailing party shall be entitled to attorneys' fees and costs.

21. ATTACHMENTS

The following attachments are 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

22. ORDER OF PRECEDENT

This Agreement shall control over any conflicting attachment.

— Signature Page Follows —

23. 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
DJINN,LLC

By: _____
Taylor Watts, Owner

By: _____
Robert Downey, Manager

Date: _____

CITY OF BURLINGTON
Mayor Emma Mulvaney-Stanak

By: _____
Mayor Emma Mulvaney-Stanak

Date: _____



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

DPW ENCUMBRANCE RECOMMENDATION FORM

DBA NAME: Devil takes a Holiday, LLC DATE: 5/4/25
COMPANY NAME: Beamer Project, LLC PHONE: (941) 735-8306
CONTACT NAME: Hunter Gomez EMAIL: taylor@deviltakesaholiday.com
MAILING ADDRESS: 111 St. Paul Street Burlington VT 05403
LOCATION OF ENCUMBRANCE: 111 St. Paul Street, Burlington VT 05401

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: _____

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 160 square feet of the paid parking space directly in front of 111 St. Paul Street.

BELOW THIS LINE – DEPARTMENT OF PUBLIC WORKS OFFICE USE ONLY

Approved: Yes ☒ No [] If no, reason: _____
Signature: Alice Schwencke Date: 3/21/25



City of Burlington, VT

April 4, 2025

REN-25-4
ROW Encumbrance
Permit
Status: Active
Submitted On: 2/5/2025

Primary Location
111 Saint Paul Street
Burlington, VT 05401

Owner
MCNEIL, JOSEPH / JOSEPH E.
MCNEIL REVOCABLE TRUST
333 SOUTH PROSPECT
STREET BURLINGTON, VT
05401

Applicant
 Taylor Watts
 941-735-8306
 taylor@deviltakesaholiday.com
 111 St Paul St.
Burlington, VT 05401

Right-of-Way Encumbrance Application

Type of Encumbrance Requested*

Long-Term Encumbrance (More than 60 Days)

Encumbrance Description* ?

Parklet for outdoor seating.

Location of Encumbrance * ?

Parking space directly in front of 111 St. Paul 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)

0

Encumbrance Start Date

05/15/2025

Encumbrance End Date

10/15/2025

Area Encumbered (Square Feet)

152

Company Information

Company Name

DJINN LLC

DBA Name

Devil Takes A Holiday

Phone

(941) 735-8306

FAX

Street Address

111 St Paul Street

City, State Zip

Burlington, VT 05401

Email 

taylor@deviltakesaholiday.com

Instructions

Please Attach:

1. Certificate of Liability Insurance with holder as the "CITY OF BURLINGTON, BURLINGTON PUBLIC WORKS, ENCUMBRANCE APPLICATION DEPT., 645 PINE ST, BURLINGTON, VT 05401".
2. Endorsement to Insurance Policy (separate from the Certificate of Insurance) listing the Cancellation Policy as 15 notice for non-payment or 45 days for any other reason.
3. Endorsement to Insurance Policy (separate from the Certificate of Insurance) specifically listing the City as Additional Insured.
4. Sketch, photo, or blueprint of what you are proposing.
5. Check for Total Amount Due. (\$25 Application fee + \$1 per square foot)

Encumbrance Not Valid until Permit is Issued. Permit will be Issued after City Council Approval.

Please Attach:

1. Certificate of Liability Insurance with holder as the "CITY OF BURLINGTON, BURLINGTON PUBLIC WORKS, ENCUMBRANCE APPLICATION DEPT., 645 PINE ST, BURLINGTON, VT 05401".
2. Endorsement to Insurance Policy (separate from the Certificate of Insurance) listing the Cancellation Policy as 15 notice for non-payment or 45 days for any other reason.
3. Endorsement to Insurance Policy (separate from the Certificate of Insurance) specifically listing the City as Additional Insured.
4. Sketch, photo, or blueprint of what you are proposing.
5. Check for Total Amount Due. (\$25 Application fee + \$1 square foot)

Permit will be Issued after City Council Approval. Permit Not Valid until Fee Payment is Received.

Please Attach:

1. Certificate of Liability Insurance with holder as the "CITY OF BURLINGTON, BURLINGTON PUBLIC WORKS, ENCUMBRANCE APPLICATION DEPT., 645 PINE ST, BURLINGTON, VT 05401".
2. Endorsement to Insurance Policy (separate from the Certificate of Insurance) listing the Cancellation Policy as 15 notice for non-payment or 45 days for any other reason.
3. Endorsement to Insurance Policy (separate from the Certificate of Insurance) specifically listing the City as Additional Insured.
4. Sketch, photo, or blueprint of what you are proposing.
5. Check for Total Amount Due. (\$25 Application fee + \$1 per square foot)

Permit will be Issued after City Council Approval. Permit Not Valid until Fee Payment is Received.

Application Fee: \$25 + \$1 per square foot encumbered.

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.

Required Documentation

 Certificate of Insurance 

☐

 Insurance Expiration Date

—

 Endorsement of Additional Insured 

☐

 Endorsement for Cancellation 

☐

 Site Map or Photograph(s) 

☐

Reporting

 Encumbrance For:

—

City Department Review

 Attorney Sign Off 

☐

 Attorney Sign Off Date

—

 Right-of-Way Sign Off 

☐

 Right-of-Way Sign Off Date

—

City Council Review

 City Council Meeting Date

—

 City Council Approval 

☐

City Council Approval Date

—

Attachments



24-25 Master COI - City of Burlington.pdf

24-25 Master COI - City of Burlington.pdf

Uploaded by Taylor Watts on Feb 5, 2025 at 8:03 PM



parklet idea.jpg

parklet idea.jpg

Uploaded by Taylor Watts on Feb 5, 2025 at 8:03 PM



parklet idea2.jpg

parklet idea2.jpg

Uploaded by Taylor Watts on Feb 5, 2025 at 8:03 PM

Record Activity

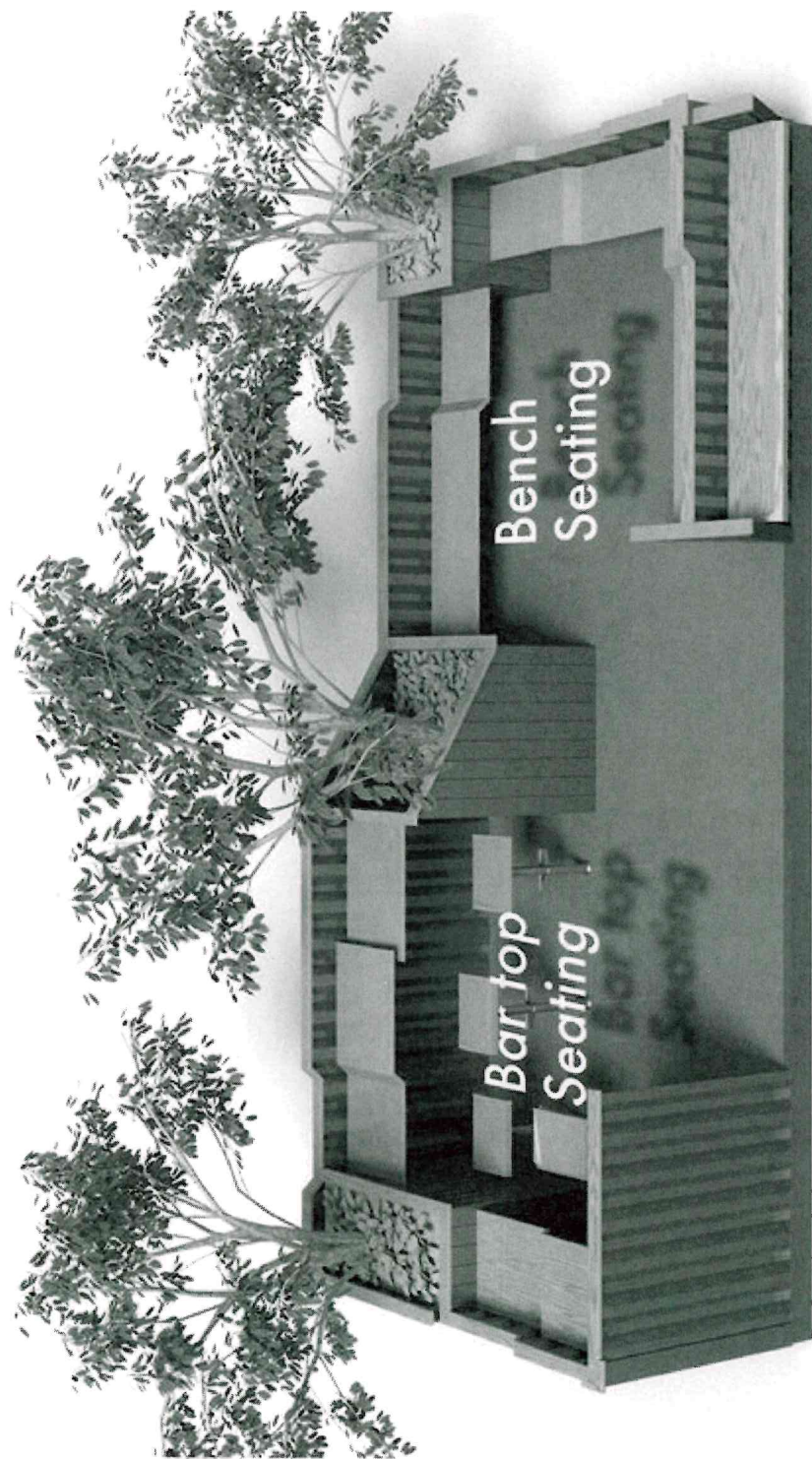
Taylor Watts started a draft Record	01/16/2025 at 6:44 pm
Taylor Watts added file Master COI - City of Burlington.pdf	01/16/2025 at 7:07 pm
Taylor Watts removed file Master COI - City of Burlington.pdf	02/05/2025 at 8:02 pm
Taylor Watts added file 24-25 Master COI - City of Burlington.pdf	02/05/2025 at 8:03 pm
Taylor Watts added file parklet idea.jpg	02/05/2025 at 8:03 pm
Taylor Watts added file parklet idea2.jpg	02/05/2025 at 8:03 pm
Taylor Watts submitted Record REN-25-4	02/05/2025 at 8:04 pm

IN-25-4

OpenGov system altered payment step Encumbrance Fee Payment, changed status from Inactive to Active on Record REN-25-4	02/05/2025 at 8:04 pm
OpenGov system completed payment step Encumbrance Fee Payment on Record REN-25-4	02/05/2025 at 8:05 pm
OpenGov system altered approval step City Council Approval, changed status from Inactive to Active on Record REN-25-4	02/05/2025 at 8:06 pm
OpenGov system assigned approval step City Council Approval to Alice Schwencke on Record REN-25-4	02/05/2025 at 8:06 pm
Alice Schwencke approved approval step City Council Approval on Record REN-25-4	02/06/2025 at 10:54 am
Alice Schwencke completed Record REN-25-4	02/06/2025 at 10:54 am
Alice Schwencke reactivated approval step City Council Approval on Record REN-25-4	04/03/2025 at 3:58 pm
Alice Schwencke added payment step Meter Hood Fee to Record REN-25-4	04/04/2025 at 8:48 am

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
 Encumbrance Fee Payment	2/5/2025, 8:04:52 PM	2/5/2025, 8:05:59 PM	Taylor Watts	-	Completed
 Meter Hood Fee	4/4/2025, 8:48:51 AM	-	-	-	Active
 City Council Approval	2/5/2025, 8:06:00 PM	-	Alice Schwencke	-	Active



2025-2026 Tobacco License and Tobacco Substitute Endorsement Renewals
Regular City Council Meeting, Monday, April 28, 2025

Tobacco:

Bern Gallery

Cumberland Farms #8018

Cumberland Farms #8019

J & M Groceries

Tobacco Substitute Endorsements:

Bern Gallery

Cumberland Farms #8018

Cumberland Farms #8019



Fee \$25.00

May 1, 2025 ---- April 30, 2026

CITY OF BURLINGTON
SPECIAL EVENT
ENTERTAINMENT PERMIT APPLICATION

☐ Indoor

☒ Outdoor

PART I
ORGANIZATION

All information in this section is required

1. Corporation/Sole Proprietor name Switchback Beerworks, Inc.
2. D/B/A (Business Name) Switchback Brewing Co.
3. Bus. Phone 802-651-4114
4. Business Address 160 Flynn Ave., Burlington, VT
5. Mailing Address P.O. Box 4210, Burlington, VT 05495
6. Contact person Abbe Carroll
7. Contact Phone 802-651-4114
8. Email contact address abbe@swtichbackvt.com

PART II
OPERATION

1. Do you currently have a Liquor License? ☒ Yes or No
2. Do you currently have an Entertainment Permit/Special Event Permit? ☒ Yes or No
3. Proposed Date(s) for this Special Event May 3rd, 2025
4. Proposed Hours for this Special Event 12pm-9pm
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way
Lawn on brewery property at 160 Flynn Ave

pdelux #3091
Jo 3/24/25
\$25.00

For this Proposed location please answer the following questions:

- a) Occupancy Load 500
- b) # of Restrooms 3
- c) # of Egresses 2
- d) Date of last Fire/Safety Check 4/26/2024
- e) Dancing by Patrons? ☒ Yes or No
- f) Amplified Music? ☒ Yes or No
- g) Will additional staff and/or security be required? ☒ Yes or No

(Continued on back)

**PART III
DESCRIPTION OF ENTERTAINMENT**

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

Description A festival with live music to celebrate Green Up Vermont after the morning cleanup

Family friendly and fundraiser for Green Up Vermoont with amplified music,

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

DATE SIGNED: 3/21/2025

SIGNATURE OF APPLICANT Abbe Carroll

PRINT NAME: Abbe Carroll

RELATIONSHIP TO BUSINESS Director of Marketing

OFFICE USE ONLY

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

At their meeting of 4/23/25, the Burlington City Council License Committee recommended
Approval X Denial _____

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



May 1, 2025 ---- April, 2026

Fee: \$25.00/event
Fee: ~~\$400.00~~
0

CITY OF BURLINGTON SPECIAL EVENT

ENTERTAINMENT PERMIT APPLICATION

Indoor

Outdoor

PART I ORGANIZATION

All information in this section is required

1. Corporation/Sole Proprietor name: Orleans Events, LLC
2. D/B/A (Business Name): South End Get Down; Bus Phone: 802-363-9305
4. Business Address: 190 North Ave, Apt 1, Burlington, VT 05401
5. Mailing Address: 190 North Ave, Apt 1, Burlington, VT 05401
6. Contact person: Louie & Max Orleans 7. Contact Phone: 802-363-9305 & 802-373-2600
8. Email contact address: getdown@orleansevents.com

PART II OPERATION

1. Do you currently have a Liquor License? Yes or No
2. Do you currently have an Entertainment Permit/Special Event Permit? Yes or No
3. Proposed Date(s) for this Special Event: **Every Friday from May 16 - August 29, 2025**
4. Proposed Hours for this Special Event: **5-11pm. (Hours of operation, 5-9pm)**
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way

377 Pine Street, Burlington, VT, 05401. This is a parking lot on the west side of Pine Street. For reference, it is the same parking lot that Myer's Bagels and Barge Canal Market both use.

For this Proposed location please answer the following questions:

- a) Occupancy Load: 999 patron b) # of Restrooms: 8 port-a-potties c) # of Egresses: 2
- d) Date of last Fire/Safety Check: N/A e) Dancing by Patrons? Yes or No
- f) Amplified Music? Yes or No g) Will additional staff and/or security be required? Yes or No

(Continued on back)

PART III
DESCRIPTION OF ENTERTAINMENT

The South End Get Down was another great success in the summer of 2024. We had more than 30,000 customers over 16 events, partnering with more than 45 local food/artist vendors throughout the summer. There were no issues with security of neighbors. Parking always seemed to go well with so many choosing to walk or bike, and neighboring businesses really benefited from the increase in local crowds on Friday night.

Max and Louie Orleans (Orleans Events, LLC) will operate the event again this year.

The parking lot has fencing on the North/South sides, and is naturally enclosed on the west side by the Barge Canal. We would provide security at the main entrance on the East side of the parking lot. This event will consist of 16-20 food trucks/vendors, 2 bars, and a local DJ. The event is focused on the food trucks and beverage; it is not focused on the music, but is more for an ambiance. This is a family-friendly event and really caters to a very broad audience of mainly local traffic. We anticipate that this will be an event for the early evening, just after work for a Friday night sunset. We applied until 11pm to be safe, but anticipate the event ending between 9 and 9:30pm. Our hope is that patrons will walk to Church Street for the evening afterwards.

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

DATE SIGNED: 1/23/2025

SIGNATURE OF APPLICANT _____



PRINT NAME: Louie Orleans

RELATIONSHIP TO BUSINESS: Owner - Partner

OFFICE USE ONLY

Fee Paid \$ _____ Date: _____ Fee Returned \$ _____ Date: _____
At their meeting of 1/23/25, the Burlington City Council License Committee recommended
Approval X Denial _____

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



Fee \$25.00

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

**CITY OF BURLINGTON
SPECIAL EVENT
ENTERTAINMENT PERMIT APPLICATION**

☒ Indoor

☒ Outdoor

**PART I
ORGANIZATION**

All information in this section is required

- Tank Studio INC / Phinneus Sonin /
1. Corporation/Sole Proprietor name Goldenjunk LLC / Burlington Bicycle Project
2. D/B/A (Business Name) Tank Recording Studio / Junktiques / Ratsmission /
Old Spokes Home 3. Bus. Phone (802) 870-0265 / (802) 865-9983 / (802) 863-4475
4. Business Address 322 N Winoski Ave / 324 N Winoski Ave /
314 N Winoski Ave / 331 N Winoski Ave, Burlington VT 05401
5. Mailing Address 322 N Winoski Ave / 328 N Winoski Ave / 331 N Winoski Ave,
Burlington VT 05401
6. Contact person Josephine Bunnell 7. Contact Phone (609) 836-2122
8. Email contact address bunnell-josephine@gmail.com

**PART II
OPERATION**

1. Do you currently have a Liquor License? Yes or No *pdm 214 \$25.00*
2. Do you currently have an Entertainment Permit/Special Event Permit? Yes or No *bo 4/10/25*
3. Proposed Date(s) for this Special Event May 24, 2025
4. Proposed Hours for this Special Event set up: 12 PM - 5 PM
event: 5 PM - 12 AM
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way
Location at Tank Recording Studio / Junktiques / Ratsmission /
Old Spokes Home AS WELL AS Archibald Street
between N. Winoski Ave and Hyde Street
For this Proposed location please answer the following questions:
a) Occupancy Load 269 indoor b) # of Restrooms 3 c) # of Egresses 6
750 outdoor
d) Date of last Fire/Safety Check 10.29.2024 e) Dancing by Patrons? Yes or No
f) Amplified Music? Yes or No g) Will additional staff and/or security be required? Yes or No

(Continued on back)

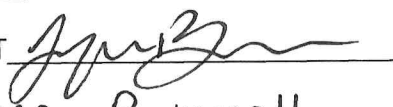
PART III DESCRIPTION OF ENTERTAINMENT

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

Description Plex is an immersive, indoor/outdoor art event
taking place in the Old North End of Burlington at locations
specified on page 1. There will be scheduled music and
dance performances as well as art installations and film
screenings. The festival will start at 5pm with some
locations closing at 10pm and one stage continuing
with music until 12am. We have already submitted a
street closure permit for the section of Archibald.

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

DATE SIGNED: 04.09.2025

SIGNATURE OF APPLICANT 

PRINT NAME: Josephine Bunnell

RELATIONSHIP TO BUSINESS Event Organizer

OFFICE USE ONLY

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

At their meeting of 4/23/25, the Burlington City Council License Committee recommended
 Approval X Denial _____

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



May 1, 2025 ---- April, 2026

Fee: \$25.00/event
Fee: \$25

CITY OF BURLINGTON SPECIAL EVENT

ENTERTAINMENT PERMIT APPLICATION

Indoor

Outdoor

PART I ORGANIZATION

All information in this section is required

1. Corporation/Sole Proprietor name: Orleans Events, LLC
2. D/B/A (Business Name): South End Get Down; Bus Phone: 802-363-9305
4. Business Address: 190 North Ave, Apt 1, Burlington, VT 05401
5. Mailing Address: 190 North Ave, Apt 1, Burlington, VT 05401
6. Contact person: Louie & Max Orleans 7. Contact Phone: 802-363-9305 & 802-373-2600
8. Email contact address: getdown@orleansevents.com

PART II OPERATION

1. Do you currently have a Liquor License? Yes or No
2. Do you currently have an Entertainment Permit/Special Event Permit? Yes or No
3. Proposed Date(s) for this Special Event: **Saturday, June 21st, 2025**
4. Proposed Hours for this Special Event: **5-10pm. (Hours of operation, 5-9pm)**
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way
98 North Ave, Burlington VT 05401. This is the parking lot of Brian's Auto.

For this Proposed location please answer the following questions:

- a) Occupancy Load: 999 patron b) # of Restrooms: 8 port-a-potties c) # of Egresses: 2
- d) Date of last Fire/Safety Check: N/A e) Dancing by Patrons? Yes or No
- f) Amplified Music? Yes or No g) Will additional staff and/or security be required? Yes or No

(Continued on back)

pdch #1051 425.00
lo 3/13/25

**PART III
DESCRIPTION OF ENTERTAINMENT**

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

For the second year in a row, The South End Get Down is teaming up with Brian's Auto to create an amazing family-friendly community event in the Old North End. We are using the same format as the South End Get Down (i.e., free entrance, lots of food/artist vendors, bar, music, lots of seating, etc.) which has been very successful and safe for the last three years. It will be mainly walking traffic, and we'll have bike parking too; so there won't be too much car parking.

Max and Louie Orleans (Orleans Events, LLC.) will operate the event.

There will be 6 food vendors in the parking lot, and a band and mobile bar truck. There will be artists in the garage bay doors. We will have snow fencing around the border of the event and create one opening for security to check IDs at the entrance. This will prohibit alcohol from leaving the event, or outside alcohol coming in. We put 999 as our capacity, but we will most likely only have 500-600 people there at any given time.

We applied until 10pm to be safe, but anticipate the event ending at 9pm sharp due to the neighborhood setting.

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

DATE SIGNED: 3/5/2025

SIGNATURE OF APPLICANT _____



PRINT NAME: Louie Orleans

RELATIONSHIP TO BUSINESS: Owner - Partner

OFFICE USE ONLY

Fee Paid \$ _____ Date: _____ Fee Returned \$ _____ Date: _____
At their meeting of 4/23/25, the Burlington City Council License Committee recommended
Approval X Denial _____

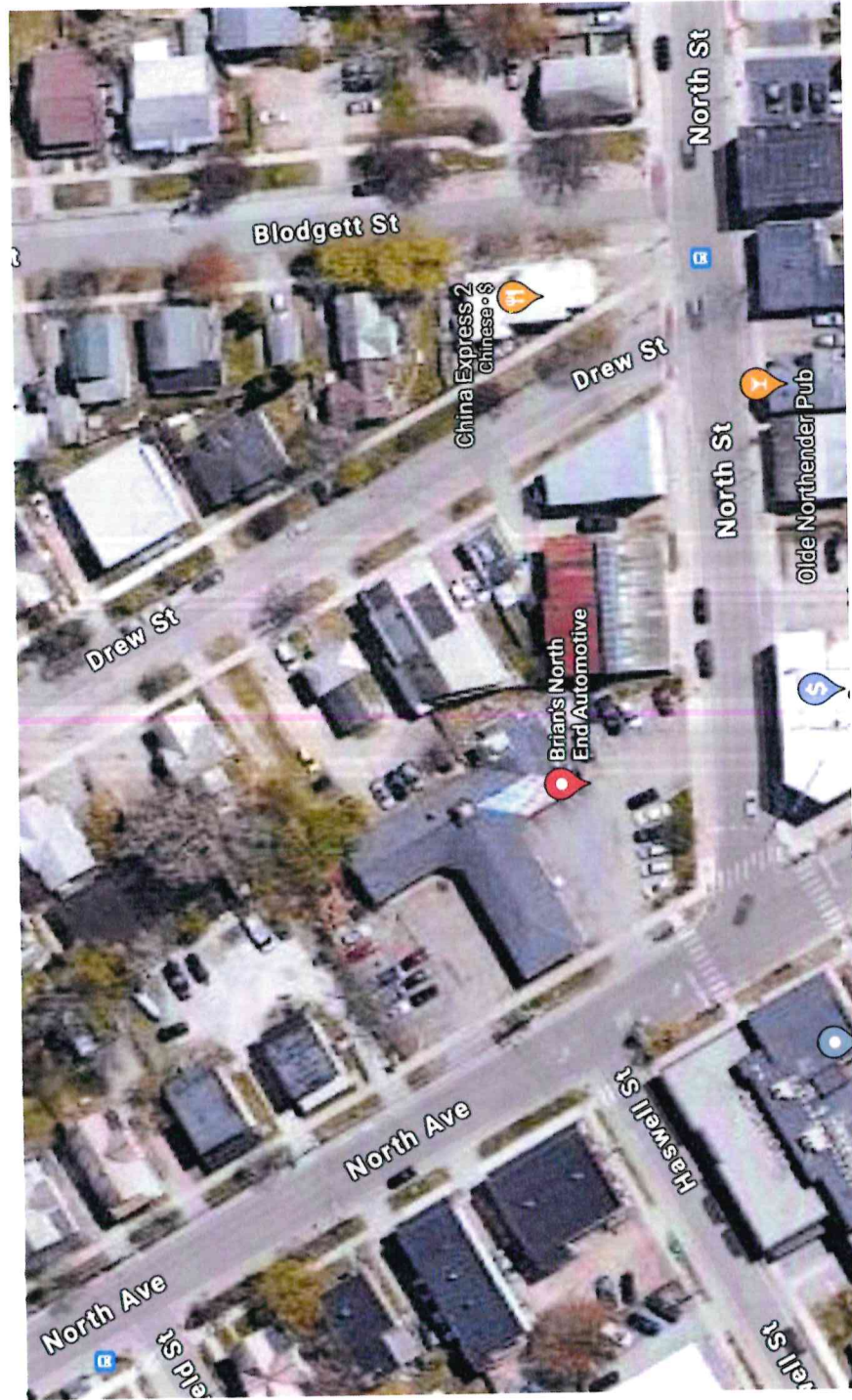
At their meeting of _____, the Burlington City Council _____ this SPECIAL
entertainment permit application.



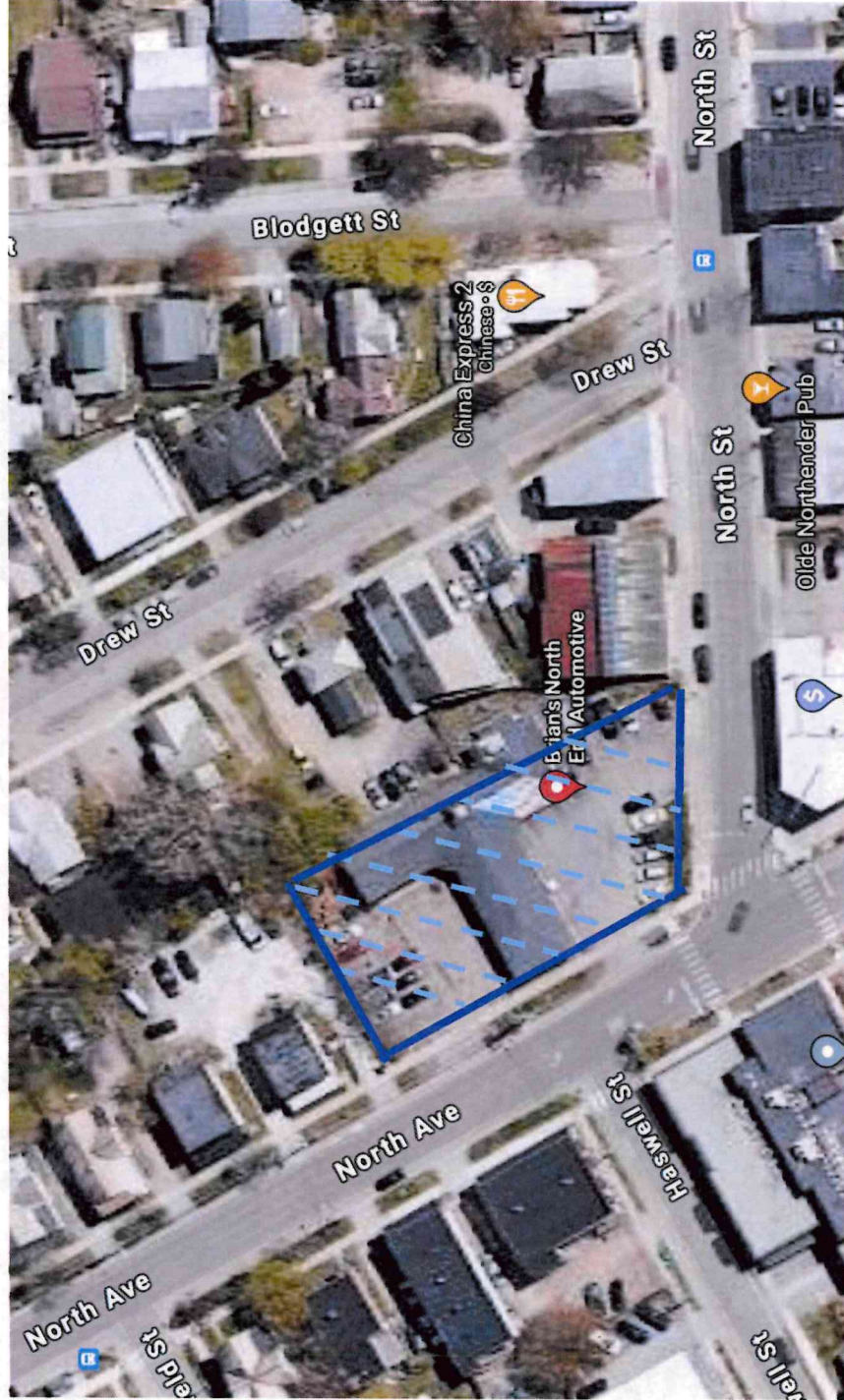
Brian's Auto x Get Down

Saturday
June 21, 2025
5-9pm

Site Map 1



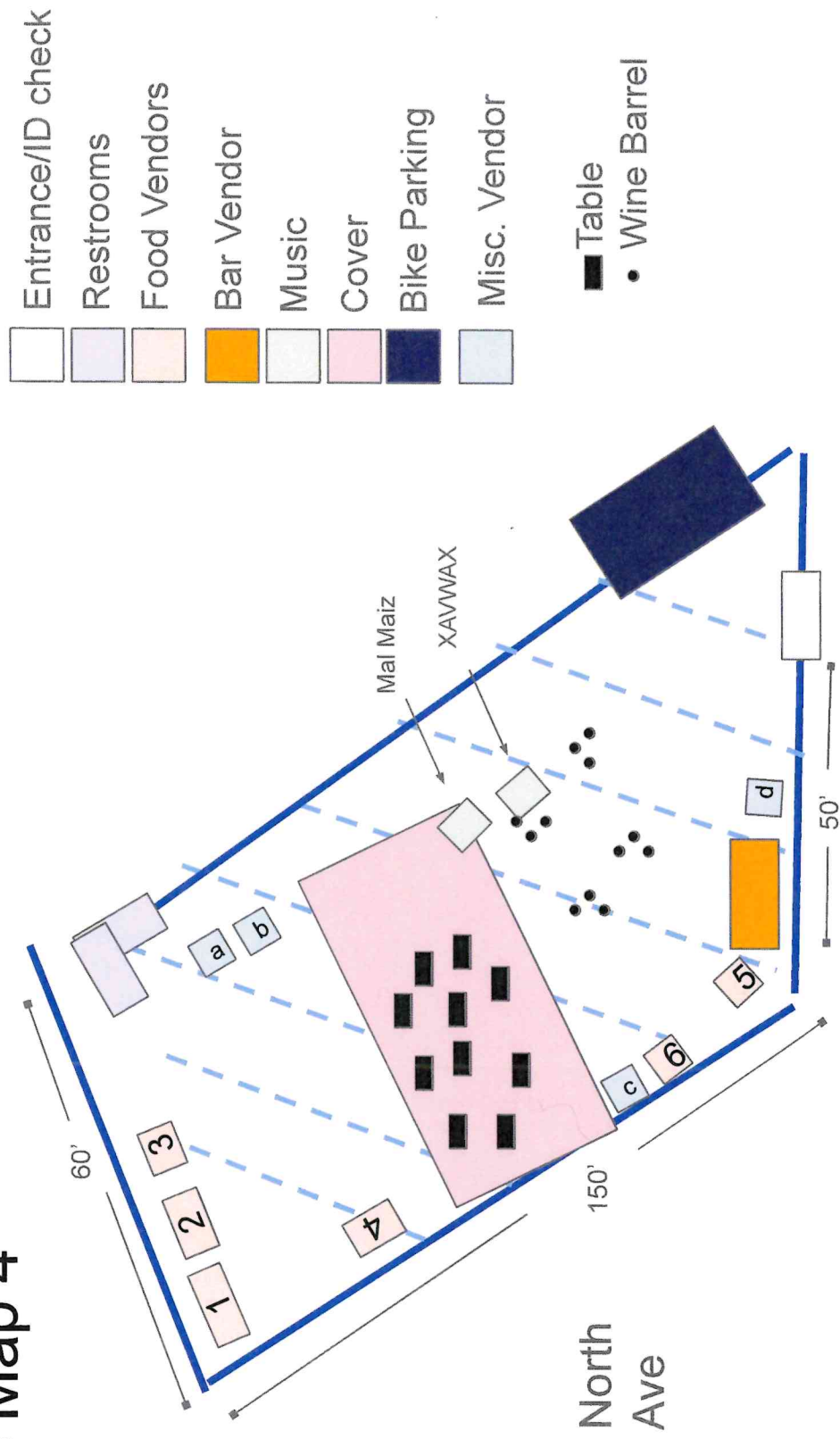
Site Map 2



- | | | | | | | | |
|-------------------|-----------|--------------|------------|-------|-------|--------------|--------------|
| Entrance/ID check | Restrooms | Food Vendors | Bar Vendor | Music | Cover | Bike Parking | Misc. Vendor |
|-------------------|-----------|--------------|------------|-------|-------|--------------|--------------|

- Table
- Wine Barrel

Site Map 4





Fee \$25.00

May 1, 2025 ---- April 30, 2026

CITY OF BURLINGTON
SPECIAL EVENT
ENTERTAINMENT PERMIT APPLICATION

☐ Indoor

☒ Outdoor

PART I
ORGANIZATION

All information in this section is required

1. Corporation/Sole Proprietor name ___JRS Corp / _ELM3 Productions LLC_ / Switchback Beerworks LLC _____
2. D/B/A (Business Name)_ElmThree Productions/Ake's Place_ 3. Bus. Phone _732-948-1834_____
4. Business Address__134 Church St, Burlington (Ake's)___PO Box 432, Winooski VT 05404__(ElmThree)_____
5. Mailing Address 134 Church St, Burlington (Ake's)___PO Box 432, Winooski VT 05404(ElmThree)
6. Contact person __Ed Maier___ 7. Contact Phone _732-948-1834
8. Email contact address _____ed@elmthree.com_____

PART II
OPERATION

1. Do you currently have a Liquor License? Yes – JRS Corp and Switchback
2. Do you currently have an Entertainment Permit/Special Event Permit? No
3. Proposed Date(s) for this Special Event ___8/23/25_____.
4. Proposed Hours for this Special Event ___12pm – 10pm_____.
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way
____Switchback Brewing Co. 160 Flynn Ave, Burlington, VT 05401_____

pdchv #1892
3/21/25
lo
\$25.00

For this Proposed location please answer the following questions:

- a) Occupancy Load__1700__ b) # of Restrooms __15__ c) # of Egresses __4__
d) Date of last Fire/Safety Check - 4/9/2024 e) Dancing by Patrons? Yes
f) Amplified Music? Yes g) Will additional staff and/or security be required? Yes

Fee \$25.00

(Continued on back)

**PART III
DESCRIPTION OF ENTERTAINMENT**

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

Description ____ Rock and Roll Playhouse to start for kids and reggae music the rest of the day

_Attached please see site plan

Reggae Fest

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

DATE SIGNED: ____ 3/20/25 ____

SIGNATURE OF APPLICANT 

PRINT NAME: ____ Ed Maier ____

RELATIONSHIP TO BUSINESS ____ Owner ELM3 Productions LLC ____

OFFICE USE ONLY

Fee Paid \$ ____ Date: ____ Fee Returned \$ ____ Date: ____

At their meeting of 4/23/25, the Burlington City Council License Committee recommended
Approval X Denial ____

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





May 1, 2025 ---- April, 2026

Fee: \$25.00/event

Fee: \$25.00

CITY OF BURLINGTON SPECIAL EVENT

ENTERTAINMENT PERMIT APPLICATION

Indoor

Outdoor

PART I ORGANIZATION

All information in this section is required

1. Corporation/Sole Proprietor name: Pine & Ginger, LLC
2. D/B/A (Business Name): The Pinery; Bus Phone: 802-363-9305
4. Business Address: 190 North Ave, Apt 1, Burlington, VT 05401
5. Mailing Address: 190 North Ave, Apt 1, Burlington, VT 05401
6. Contact person: Louie & Max Orleans 7. Contact Phone: 802-363-9305 & 802-373-2600
8. Email contact address: info@thepineryvt.com

PART II OPERATION

1. Do you currently have a Liquor License? Yes or No
2. Do you currently have an Entertainment Permit/Special Event Permit? Yes or No
3. Proposed Date(s) for this Special Event: **Friday, September 5, 2025 and Saturday, September 6, 2025**
4. Proposed Hours for this Special Event: **4:30 - 11pm (Friday). 10a - 11p (Saturday)**
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way

377 Pine Street, Burlington, VT, 05401. This is a parking lot on the west side of Pine Street. For reference, it is the same parking lot that Myer's Bagels and Barge Canal Market both use.

For this Proposed location please answer the following questions:

- a) Occupancy Load: 999 patron b) # of Restrooms: 8 port-a-potties c) # of Egresses: 2
d) Date of last Fire/Safety Check: N/A e) Dancing by Patrons? Yes or No
f) Amplified Music? Yes or No g) Will additional staff and/or security be required? Yes or No

(Continued on back)

PART III
DESCRIPTION OF ENTERTAINMENT

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

The site plan for this event is the exact same as the South End Get down, which has gone very well over 3 years. However, it will be run by The Pinery and is NOT the South End Get Down (Orleans Events). This is Art Hop weekend, so there will be many artists on the east side of the parking lot and we will have music playing on the west side of the parking lot. There will be 4-5 food vendors on the west side of the parking lot as well.

Max Orleans, Louie Orleans, and Tyson Ringey (Pine & Ginger LLC DBA The Pinery) will operate this event.

The parking lot has fencing on the North/South sides, and is naturally enclosed on the west side by the Barge Canal. We would provide security at the main entrance on the East side of the parking lot. The event is focused on the art, food trucks and beverage; it is not focused on the music, but is more for an ambiance. This is a family-friendly event and really caters to a very broad audience of mainly local traffic.

Because Art Hop's official hours end at 10pm on both nights, we've applied to 11pm to ensure that the parking lot is clear by 11pm.

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

DATE SIGNED: 4/2/2025

SIGNATURE OF APPLICANT



PRINT NAME: Louie Orleans

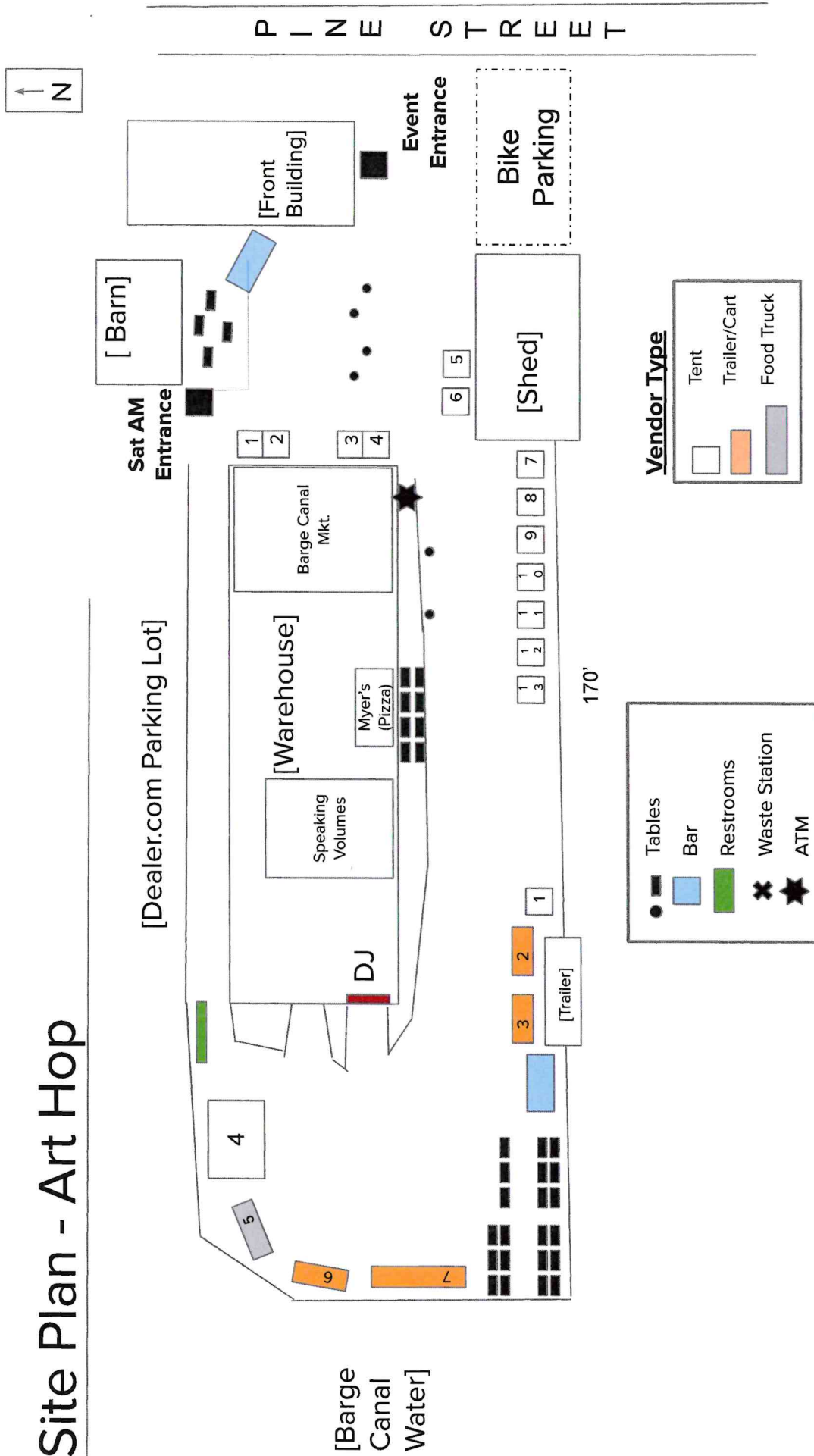
RELATIONSHIP TO BUSINESS: Owner - Partner

OFFICE USE ONLY

Fee Paid \$ _____ Date: _____ Fee Returned \$ _____ Date: _____
At their meeting of 4/23/23, the Burlington City Council License Committee recommended
Approval X Denial _____

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

Site Plan - Art Hop





Fee: \$25.00/event

May 1, 2024 — April 30, 2025

**CITY OF BURLINGTON
SPECIAL EVENT**

ENTERTAINMENT PERMIT APPLICATION

Indoor

Outdoor

**PART I
ORGANIZATION**

All information in this section is required

1. Corporation/Sole Proprietor name: Oktoberfest Burlington LLC
2. D/B/A (Business Name): Oktoberfest 3. Bus. Phone: 802-363-9305
4. Business Address: 190 North Ave, Apt 1, Burlington, VT 05401
5. Mailing Address: 190 North Ave, Apt 1, Burlington, VT 05401
6. Contact person: Louie & Max Orleans 7. Contact Phone: 802-363-9305 & 802-373-2600
8. Email contact address: oktoberfest@orleansevents.com

**PART II
OPERATION**

1. Do you currently have a Liquor License? Yes or No
2. Do you currently have an Entertainment Permit/Special Event Permit? Yes or No
3. Proposed Date(s) for this Special Event: 9/18/2025 to 9/20/2025 *Setup*
4. Proposed Hours for this Special Event: 9/19: 6-10pm; 9/20: 12-9pm *X*
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way
377 Pine Street. This is a NEW location for this event. We will be moving it to the parking lot where the South End Get Down operates.

For this Proposed location please answer the following questions:

- a) Occupancy Load: **1000+** patron b) # of Restrooms: 16 port-a-potties c) # of Egresses: 3
- d) Date of last Fire/Safety Check: N/A e) Dancing by Patrons? Yes or No
- f) Amplified Music? Yes or No g) Will additional staff and/or security be required? Yes or No

(Continued on back)

**TWO DAY ONLY*

**PART III
DESCRIPTION OF ENTERTAINMENT**

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

Max and Louie (also own Orleans Events, LLC) will operate the event this year with the consultation of Lou Dimasi, owner of Red Clover Events.

This year, we've decided to move the event from the Burlington Waterfront to Pine Street. We will run the event very similarly to how we have in the past: Friday night, Saturday Day and Saturday Night sessions. As always, the focus will be on the carnival activities, games, music, dancing, and traditional wear. We will be serving 40+ beers from 25 different breweries, both local and abroad. We plan on having a live DJ for the early hours of the event and then transition to a live band. There will be 9 food vendors of different kinds that will help keep everyone fed!

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

DATE SIGNED: **1/23/2025**

SIGNATURE OF APPLICANT _____



PRINT NAME: Louie Orleans

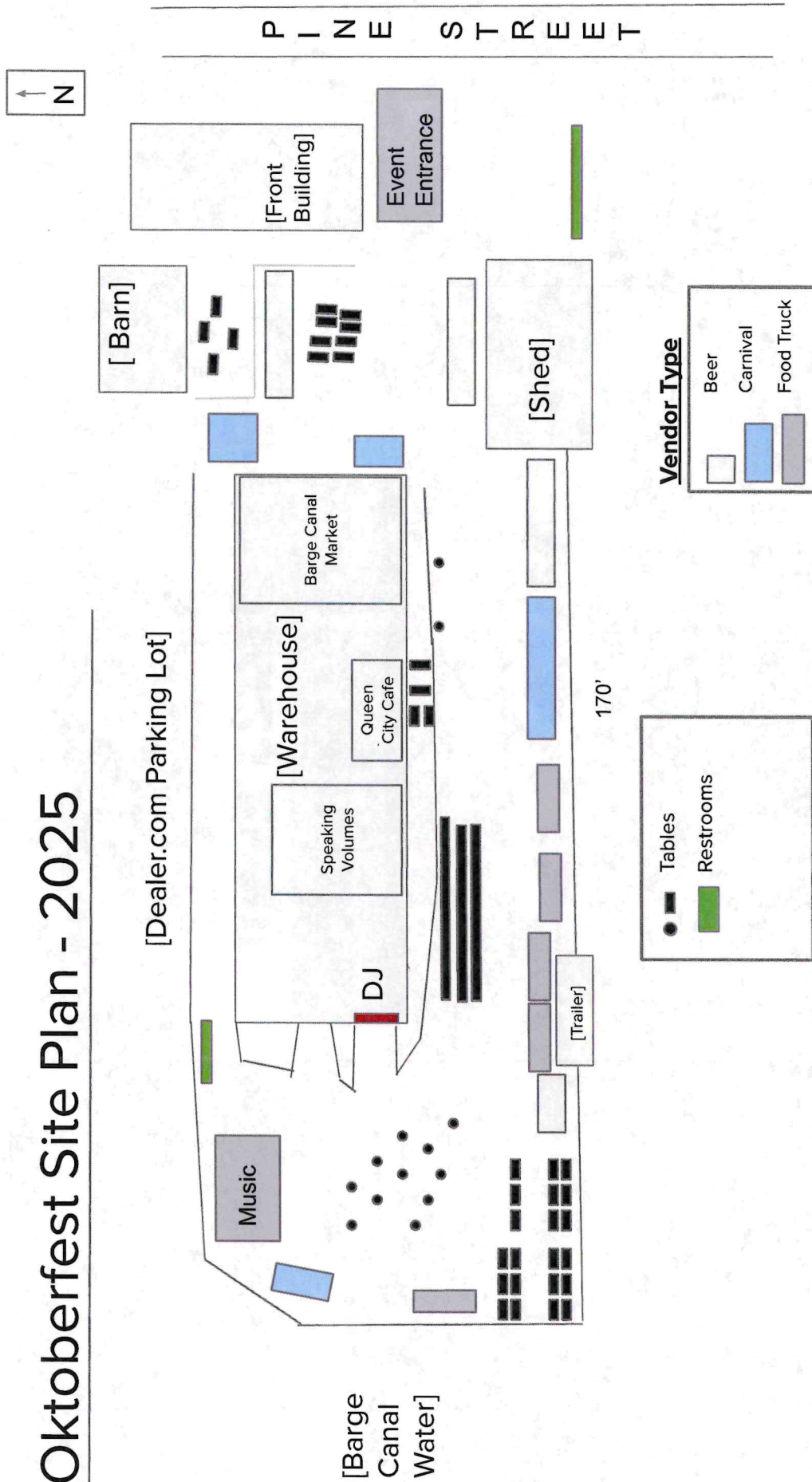
RELATIONSHIP TO BUSINESS: Owner - Partner

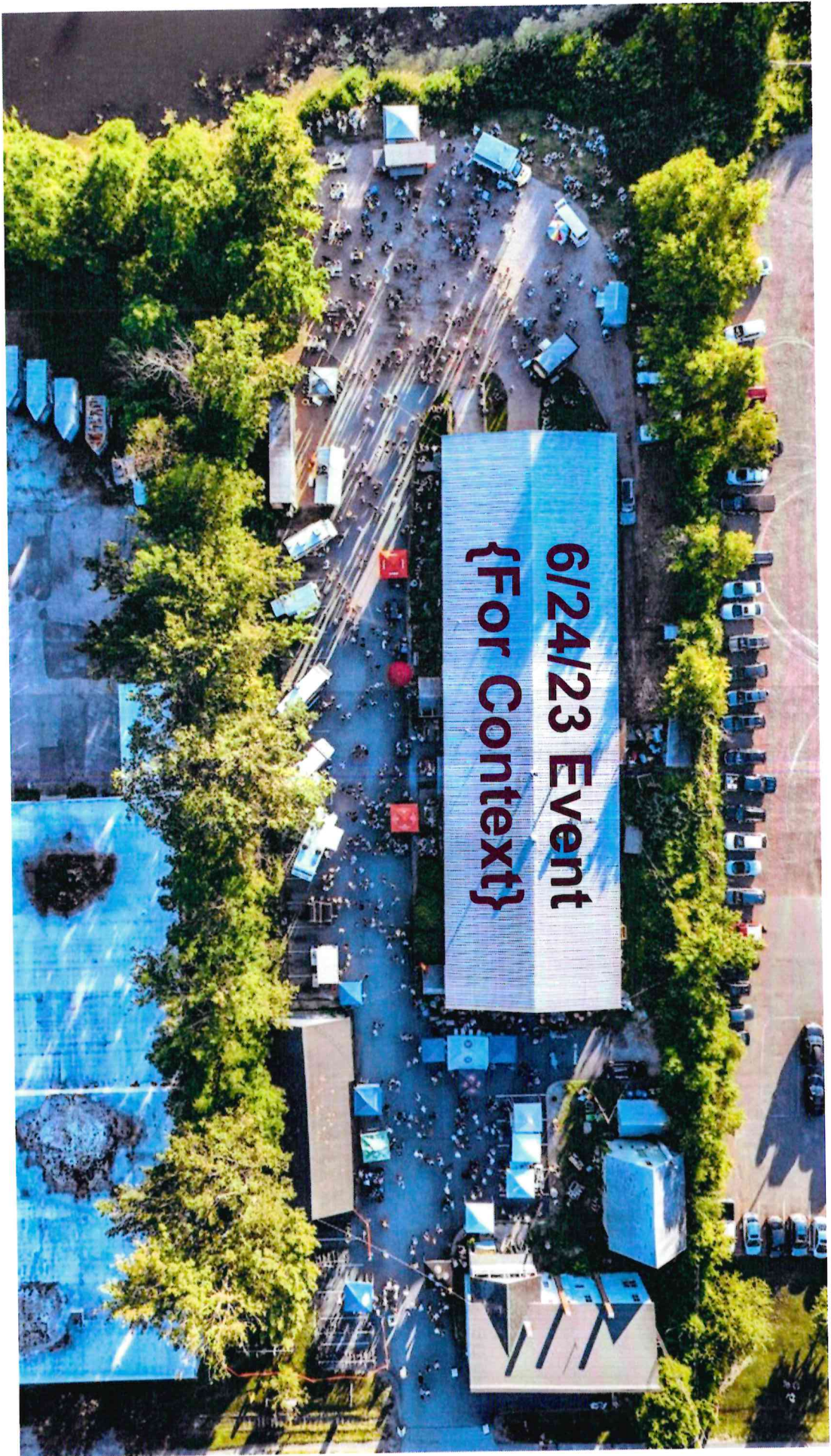
OFFICE USE ONLY

Fee Paid \$ _____ Date: _____ Fee Returned \$ _____ Date: _____
At their meeting of 4/23/25, the Burlington City Council License Committee recommended
Approval X Denial _____

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

Oktoberfest Site Plan - 2025







Fee \$25.00

May 1, 2025 --- April 30, 2026

**CITY OF BURLINGTON
SPECIAL EVENT
ENTERTAINMENT PERMIT APPLICATION**

☐ Indoor

☒ Outdoor

**PART I
ORGANIZATION**

All information in this section is required

1. Corporation/Sole Proprietor name Free State Management Company, LLC
2. D/B/A (Business Name) PoutineFest USA 3. Bus. Phone 617-383-4023
4. Business Address 20A Northwest Blvd. #226 Nashua, NH 03063
5. Mailing Address 20A Northwest Blvd. #226 Nashua, NH 03063
6. Contact person Tim Beaulieu 7. Contact Phone 603-321-5226
8. Email contact address tim@poutinefest.com

**PART II
OPERATION**

1. Do you currently have a Liquor License? Yes or No
2. Do you currently have an Entertainment Permit/Special Event Permit? Yes or No
3. Proposed Date(s) for this Special Event 9/28/2025
4. Proposed Hours for this Special Event 1130am-430pm
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way
377 Pine Street, private event space

For this Proposed location please answer the following questions:

- a) Occupancy Load 1200 b) # of Restrooms 10 c) # of Egresses 1
d) Date of last Fire/Safety Check Fall 2024 e) Dancing by Patrons? Yes or No
f) Amplified Music? Yes or No g) Will additional staff and/or security be required? Yes or No

(Continued on back)

PART III

Fee \$25.00

DESCRIPTION OF ENTERTAINMENT

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

Description PoutineFest is a fun family friendly event we have operated since 2016. At it's core

PoutineFest is a family friendly food sampling event. We will have 10 sampling restaurants,
dessert food trucks, cultural organizations, and kid's activities. Liquor is available for purchase, that is
all handled by the Pinery, not by PoutineFest. Our hours are 1130am to 430pm at the moment.

To break up our crowds we have two waves of entry one at 1130 am and a second at 12:45 PM. We
provide our sampling vendors all the equipment they need to operate at our venue. All food is
prepped off site at prep kitchens or local businesses themselves. This is a special event!

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

DATE SIGNED: 3/19/2025

SIGNATURE OF APPLICANT Timothy Beaulieu

PRINT NAME: Timothy Beaulieu

RELATIONSHIP TO BUSINESS Owner

OFFICE USE ONLY

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

At their meeting of 4/23/25, the Burlington City Council License Committee recommended
Approval X Denial _____

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



Notes

- *Trash and recycling receptacles spread through out the site
- *10 Potable toilets
- *Hand washing stations provided to vendors

Dessert and Cultural Vendors

DJ

Bathrooms

Trash

Poutine Vendors

BAR

The Pinery Temporarily closed

Lawrence Ribbecke Studios stained glass studio

Entrance

Barge Canal Market Antique store



POUTINEFEST

Lori Olberg

FOR INFORMATION ONLY

From: ANR - ENB Administrator <ANR.ENBAdministrator@vermont.gov>
Sent: Tuesday, April 15, 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
Stormwater General Permit 3-9020 (CGP) for Low Risk Projects: Notice of Intent	20 Pine Street Project	9894-9020	Cathedral of the Immaculate Conception Parish Charitable Trust	Burlington	In Review

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	20 Pine Street Project	9894-9020	Cathedral of the Immaculate Conception Parish Charitable Trust	Burlington	The administrative record set for this activity has been modified. Please visit the ENB to view the activity profile.	2025-04-15	In Review

FOR INFORMATION ONLY

Lori Olberg

From: ANR - ENB Administrator <ANR.ENBAdministrator@vermont.gov>
Sent: Thursday, April 17, 2025 5:26 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.

For more information about the ENB, please contact the City Clerk's Office.

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

Changes to Activities I'm Following

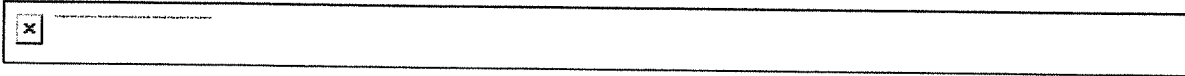
Activity Type	Activity/Project Name	Permit # / ID	Applicant	Town	Most Recent Update	Date	Status
Stormwater General Permit 3-9020 (CGP) for Low Risk Projects: Notice of Intent	20 Pine Street Project	9894-9020	Cathedral of the Immaculate Conception Parish Charitable Trust	Burlington	A draft decision for 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 administrative record set for this activity has been modified. Please visit the ENB to view the activity profile. The Department is now accepting public comments	2025-04-17	Draft Decision - Public Comment Period

Lori Olberg

From: VLCT Journal <info@vlct.org>
Sent: Saturday, April 19, 2025 7:00 AM
To: Lori Olberg
Subject: Vermont Town Careers, CMV Manual, Vt Local Government Institute, and more

For information only please
contact the City Clerk's Office

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



April 2025

Lori,

This month in the *VLCT Journal* we unveil Vermont Town Careers, VLCT's new website to help job seekers connect with municipal jobs. You can post your job openings for free on the site or on VLCT's classifieds page and they'll display in both places. We also encourage new officials to log in to the Municipal Access Portal (MAP) to register for an upcoming training or view an on-demand training, pose questions to VLCT staff, and access member-only resources (including handbooks).



[News](#)

[Resources](#)

[Careers](#)

[Events](#)

Legal Updates

Vermont Supreme Court Sends Subdivision Case Back to Environmental Division

The Environmental Court, in this nuanced holding, has to determine whether the applicant in fact has a right-of-way over a private road to access their proposed subdivision. We don't think this decision alters the zoning landscape for municipalities. Appropriate municipal panels were always required to determine whether an application for subdivision without frontage has a "permanent easement or right-of-way." Now it is clear that a minimal threshold showing will not suffice.

Model Rules of Procedure for Municipal Public Bodies

Adopting rules of procedure is considered best practice for managing meetings and safeguarding rights. We highly recommend public bodies adopt rules of procedure to help balance their need to get work done with the public's right of participation.

Risk Management

Updated Commercial Motor Vehicle Operations Manual

This important resource for municipalities with employees who operate commercial motor vehicles (CMVs) – vehicles with a gross vehicle weight rating of 10,001 pounds or more, such as dump trucks and garbage/recycling vehicles – has been updated and transferred to an easy-to-use format to view online or

FOR INFORMATION ONLY

Lori Olberg

From: Blondin, Cindy <Cindy.Blondin@vermont.gov>
Sent: Tuesday, April 22, 2025 9:36 AM
To: Blondin, Cindy
Cc: Kroll, AnnKarlene
Subject: Statewide Public Hearing for HUD CDBG - Disaster Recovery Action Plan May 15, 2025

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

Dear Town Clerks,

The state anticipates receiving nearly \$68 million from US Department of Housing and Urban Development (HUD) in Community Development Block Grant- Disaster Recovery (CDBG-DR) funds in response to Vermont's July 2023 floods FEMA Disaster Declaration 4720.

The Department of Housing and Community Development (DHCD) staff will be holding a public hearing to get input from Vermont residents on the DRAFT HUD CDBG-DR Action Plan on **Thursday, May 15, 2025, from 6 p.m. -8 p.m.** The in-person location will be at the Weston Theater Company, 703 Main Street, Weston VT 05161.

To participate virtually to the You Tube Live Session go to <https://youtube.com/live/U-uL0sFdX8Y?feature=share>.

The DRAFT HUD CDBG-DR Action Plan and public hearing information can be found on our website - <https://accd.vermont.gov/community-development/funding-incentives/disaster-recovery>.

The purpose of the hearing is to listen to residents' views that were impacted by the July 2023 floods to help determine the state's unmet needs for planning, housing, infrastructure, economic revitalization, and public service from the flooding.

As a representative for a unit of general local government, please share the attached notice with your local residents including minorities, non-English speaking persons and people with disabilities population in your community and post on your communities' boards and social media. **We are seeking public comments on the DRAFT HUD CDBG-DR Action Plan by 4:30 p.m. May 21, 2025**, and they can be emailed to ACCD.CDBGDR@Vermont.gov.

Cindy Blondin | Grants Management Analyst
Agency of Commerce and Community Development
Department of Housing and Community Development
Vermont Community Development Program
One National Life Drive
Deane C. Davis Building, 6th Floor
Montpelier, VT 05620-0501
802-828-5219

Lori Olberg

FOR INFORMATION ONLY

From: VLCT News <info@vlct.org>
Sent: Tuesday, April 22, 2025 3:13 PM
To: Lori Olberg
Subject: ARPA Reporting DUE, PACIF Board Vacancy, Vermont Town Careers Website, and more

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

FOR INFORMATION ONLY
FOR INFORMATION ONLY
FOR INFORMATION ONLY

[News](#)

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Directors of the VLCT Property and Casualty Intermunicipal Fund (PACIF) are seeking candidates to fill the current vacancy for Alternate Director. If you are qualified or know someone who is, please submit the nomination by Fri 5/9.

Announcements & Updates

FINAL CALL for ARPA Reports in the Treasury Portal!

Just over one week remains to complete your ARPA Public Assistance reporting – necessary even if all your funds have been spent! You might still be able to get help from VLCT's ARPA copilot, Katie Buckley.

Has Your Org Completed Its PACIF WC Audit Yet?

If so, the Underwriting team really appreciates it! They need the required documents by 4/30, as explained in the 2/25 email from Notifications@OrigamiRisk.com.

Vermont Local Government Institute Certifies its First Cohort

This still-new collaborative training is specifically for municipal managers and administrators, as well as senior staff, who want to broaden their knowledge and deepen their skills toward providing even better service in their public-minded profession.

New Resources

Electronic OSHA Injury/Illness Reporting Update for Municipalities

Vermont OSHA recently confirmed for PACIF Loss Control staff that OSHA's newest requirements for filing Form 300 electronically affect only the largest and most utility-focused members of VLCT PACIF.

Have You Seen the New Vermont Town Careers Website?

VLCT is increasing the visibility of local governments as desirable places to work! Post your job openings for free there or on VLCT's classifieds page, and they'll show up in both places.

Lori Olberg

From: VLCT Events & Training <info@vlct.org>
Sent: Wednesday, April 23, 2025 8:11 AM
To: Lori Olberg
Subject: TOMORROW @ 9 AM - Muni Mornings w/Kathleen

For more information, please contact:
Kathleen Ramsay, VLCT's Municipal Operations Specialist
at 802.243.7000 or kramsay@vlct.org

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

[Trouble viewing this email? Click here to view as a webpage.](#)

You can still register for **TOMORROW's Muni Morning with Kathleen! Join us at 9 AM.**

REGISTER



Preparing for Summer Storms

Each Muni Morning is hosted by Kathleen Ramsay, VLCT's Municipal Operations Specialist, and includes one or more guests who specialize in the month's topic. These casual and informative morning coffee style discussions begin with a brief overview of the topic, then Kathleen moderates a Q&A session. Participants are encouraged to not only ask questions, but also share their successes and lessons learned from their own work.

REGISTER

April 24 @ 9 AM
FREE

Schedule – Thursdays @ 9 AM

- **April 24 – Preparing for Summer Storms** Prepare to respond to flooding events and other natural disasters with two new tip sheets from VLCT – one for public works and public safety personnel and one for administrative staff – both designed to help you maximize reimbursement for damages. [Register.](#)
- **May 22 – Hiring Your First Town Administrator or Administrative Assistant**
- **June 26 – Highway Hiring**
- **July 24 – Capital Budgeting**
- **August 28 – Budgeting**
- **October 23 – PACIF Policy Portal Tips**
- **November 13 – Communication Tools**
- **December 11 – Budgeting Roundtable**

Watch Now On Demand!

- [Selectboard Organization and Onboarding](#)
- [Hiring for Summer Rec Programs](#)

Resolution Relating to

AUTHORIZATION FOR REFINANCING CITY OF
BURLINGTON’S \$18,840,000 GENERAL OBLIGATION
WATERFRONT TAX INCREMENT NOTE, SERIES 2024

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:

1 That WHEREAS, on January 22, 1996, the City Council created the Waterfront Tax Increment Financing
2 (TIF) District along the central and northern end of the Burlington waterfront; and
3 WHEREAS, in June of 1997, the City Council authorized an expansion of the Waterfront TIF District
4 to include property extending along the south side of Cherry Street from Battery Street to Church Street, using
5 a special TIF grandfathering provision of Act 60 (1997); and
6 WHEREAS, on May 25, 2016, the Vermont legislature authorized the City to extend by ten years the
7 debt retention period within the Waterfront TIF District for the properties which together comprise the
8 Burlington Town Center property (the “Property”), in accordance with a request from the City for purposes of
9 enabling redevelopment of the Property; and
10 WHEREAS, at a special meeting of the City held on November 8, 2016, the voters authorized the City
11 Council to pledge the credit of the City to secure the repayment of indebtedness or to make direct payments
12 for the purpose of funding one or more public improvements and related costs attributable to projects serving
13 the Waterfront TIF District, including Pine Street Acquisition, Construction and Streetscape Improvements,
14 St. Paul Street Acquisition, Construction and Streetscape Improvements, Cherry Street Streetscape Upgrades,
15 Bank Street Streetscape Upgrades, and including reimbursement for TIF eligible related costs incurred by the
16 City for the administration of the Waterfront TIF District, in a total principal amount not to exceed
17 \$21,830,000.00, and to issue bonds, notes or make inter-fund loans for such purpose (together, the “Projects”);
18 and
19 WHEREAS, several City residents challenged the results of the November 2016 special election,
20 alleging that the City did not comply with certain technical and procedural requirements related to the public
21 notice process; and
22 WHEREAS, the Vermont Superior Court found inconsistencies in the rules for public notices and held
23 that the technical and procedural errors raised by the plaintiffs fell short of the threshold required to justify the
24 extreme remedy of election invalidation; and

25 WHEREAS, Act 134 (2016) passed by the Vermont legislature, effective in 2016, extended the time
26 period by which the City could incur indebtedness against revenues of the Waterfront TIF District for the three
27 properties located within the Waterfront TIF District at 49 Cherry Street and 75 Cherry Street (together, the
28 "Parcels") to June 30, 2021 and extended the period in which the City could retain the municipal and
29 education tax increment for the Parcels to June 30, 2035, and by Resolution adopted May 1, 2023, the City
30 Council approved the retention of municipal and education tax increment for the Parcels for the maximum
31 period and in the amounts as permitted under applicable law, including as authorized under Act 134 (2016);
32 and

33 WHEREAS, in accordance with a request from the City, effective July 1, 2021, Act 73 (2021) of the
34 Vermont legislature further extended the time period by which the City could incur indebtedness against
35 revenues of the Waterfront TIF District for the three Parcels to June 30, 2023; provided that such extension is
36 subject to the City's submission to the Vermont Economic Progress Council ("VEPC") of an executed
37 construction contract with a completion guarantee by the owner of the Parcels evidencing commitment to
38 construct not less than \$50 million of private development on the Parcels; and

39 WHEREAS, the City submitted a substantial change request to VEPC on February 2, 2023, providing
40 the required executed construction contract and completion guarantee to VEPC and requesting formal
41 authorization to incur the remainder of the authorized indebtedness under the Waterfront TIF District, which
42 substantial change request was granted by VEPC on March 30, 2023; and

43 WHEREAS, after such actions, the City issued its \$18,840,000 General Obligation Waterfront Tax
44 Increment Note, Series 2023 (the "Series 2023 Note") on June 21, 2023 to provide financing to the City for
45 the Projects, and to provide an opportunity to limit the overall total debt to be incurred for the Projects pending
46 the receipt of certain grants and additional information regarding development plans for the Parcels; and

47 WHEREAS, the Series 2023 Note matured and, pursuant to City Council resolution adopted on April
48 15, 2024, such Series 2023 Note was refunded and refinanced through the issuance of the City's \$18,840,000
49 General Obligation Waterfront Tax Increment Note, Series 2024 (the "Series 2024 Note") issued May 31,
50 2024 and maturing May 15, 2025; and

51 WHEREAS, the City continues to work with the private developers on the finalization of the
52 development for the Parcels, pursuant to the Development Agreement with Cityplace Partners, LLC, which
53 has requested an extension of time for the developer to meet certain conditions with respect to the payment
54 obligations of the City; and

55 WHEREAS, the City has been awarded a \$22,384,000 Rebuilding American Infrastructure with
56 Sustainability and Equity (RAISE) Grant for construction of the Great Streets Bank and Cherry project, and to
57 build two new segments of Saint Paul Street and Pine Street, and for a workforce development program that
58 further supports the long-term viability of the Projects; and

59 WHEREAS, the City has received two funding awards under the State of Vermont Sales Tax
60 Reallocation Program in the amount of \$987,059 (2023) and \$1,250,000 (2024) to support the public
61 improvements associated with the Projects, and the City is in the process of confirming these changes and
62 acknowledging them as part of the overall project budget; and

63 WHEREAS, the City is currently waiting on the determination of certain additional grant applications,
64 the progress for meeting conditions under existing development agreement for the Projects, and the
65 finalization of additional development plans for the Parcels, which is projected to provide additional tax
66 increment; and

67 WHEREAS, in connection with the City's submission of its substantial change request, the City
68 notified VEPC of its intention to issue one or more redeemable short-term notes in order to have the
69 opportunity to minimize the eventual indebtedness of the Waterfront TIF District; and

70 WHEREAS, to limit the overall total debt to be incurred for the Projects and to provide an opportunity
71 for a reduction in risk to the taxpayers if the City receives such pending grants and depending on the results of
72 such additional development plans, the City is currently exploring the possibility of issuing one or more notes
73 to refinance the Series 2024 Note and extend the maturity date thereof; and

74 WHEREAS, Section 801 of the Tax Increment Financing Districts Rule adopted by VEPC permits the
75 refinancing of existing TIF district debt in order to take advantage of improved rates or terms without the need
76 for public vote or prior notification of VEPC; and

77 WHEREAS, the City is soliciting proposals from underwriting firms and financial institutions to sell,
78 in a negotiated or competitive sale, one or more notes to refinance the Series 2024 Note; and

79 WHEREAS, the City Council wishes to authorize the City's Chief Administrative Officer to approve
80 the final terms of such general obligation tax increment financing notes without the requirement for prior
81 approval by the City's Board of Finance so long as the true interest cost of such notes does not exceed six
82 percent (6.00%) per annum, and to authorize the City's Board of Finance to approve the final terms of such
83 notes in the event the true interest cost of such notes exceeds six percent (6.00%) per annum;

84 NOW, THEREFORE, BE IT RESOLVED that the City Council has determined that it is necessary to
85 pledge the credit of the City in an amount not to exceed \$18,840,000 in the aggregate principal amount and to
86 issue notes, including one or more notes that may be subject to early redemption and prepayment, in
87 connection therewith (the "Obligations") to finance the public improvements and related costs attributable to
88 the Projects within the Waterfront TIF District; and

89 BE IT FURTHER RESOLVED, that the Obligations may be sold in a private placement, public
90 offering, competitive sale, or negotiated sale with one or more underwriters or underwriting firms, may be
91 issued on a taxable or tax-exempt basis, and the City may enter into a bond purchase agreement or loan
92 agreement with the lender, underwriter, or the Vermont Bond Bank, as the case may be, for such purpose; and

93 BE IT FURTHER RESOLVED that the pledging of the City's credit for such Obligations is hereby
94 authorized, with the amount, the term, and the form of the evidence of indebtedness to be issued, the interest
95 rates, and payment schedule, to be further determined by the Chief Administrative Officer or the Director of
96 Finance; provided that the true interest cost for the Obligations as determined by the Chief Administrative
97 Officer, shall not exceed six percent (6.00%) per annum; and

98 BE IT FURTHER RESOLVED that in the event that the true interest cost of the Obligations would
99 exceed six percent (6.00%) per annum, the prior approval of the City's Board of Finance shall be required; and

100 BE IT FURTHER RESOLVED that the Obligations, when issued and delivered, shall be valid and
101 binding general obligations of the City payable according to the terms and tenor thereof from tax increments
102 from properties within the Waterfront TIF District, which tax increments may be pledged to the payment of
103 such Obligations; and

104 BE IT FURTHER RESOLVED that the full faith and credit of the City shall be pledged to payment of
105 the Obligations in the event that the tax increments from properties within the Waterfront TIF District are not
106 sufficient to pay the principal and interest on the Obligations; and

107 BE IT FURTHER RESOLVED that the Mayor, the Chief Administrative Officer, the Director of
108 Finance and the Assistant Director of Finance are, and each one of them is, hereby authorized and directed to
109 prepare one or more Official Statements of the City as they deem necessary in the City's best interest. The
110 Mayor, the Chief Administrative Officer, the Director of Finance, and the Assistant Director of Finance are,
111 and each one of them is, hereby authorized to execute and deliver one or more final Official Statements and to
112 execute and deliver such agreements, including one or more bond purchase agreement with the purchaser or
113 underwriter(s) for the Obligations, continuing disclosure certificates, certificates as to use of proceeds and all

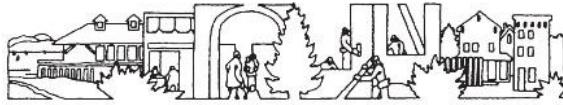
other documents, agreements and instruments necessary or convenient in connection with the issuance of the
Obligations; and

BE IT FURTHER RESOLVED that, if in the opinion of the Chief Administrative Officer and/or the
Director of Finance, it is desirable and in the City's best interest to obtain bond insurance for the Obligations,
the Mayor, the Chief Administrative Officer, and the Director of Finance are, and each one of them is, hereby
authorized, to enter into such agreements and instruments with the insurer in order to obtain a bond insurance
policy for the Obligations; and

BE IT FURTHER RESOLVED, that any defect or irregularity in the holding of the November 6, 2016
or the public notice issued for such special meeting was the result of oversight, inadvertence or difference of
interpretation of applicable law and rules, and all acts and things heretofore done by the officers of the City
and its City Council, in, about, or concerning the public notice for such special meeting and the conducting the
vote at the meeting held November 6, 2016 are hereby validated and confirmed; and

BE IT FURTHER RESOLVED, that, as permitted by statute, the City has approved the retention of the
municipal and education tax increment for the Parcels for the maximum period and in the amounts as
permitted under applicable law, including as authorized under Act 134 (2016), and hereby ratifies such
approval.

TM/ER/Resolutions 2025/Authorization for Refinancing City of Burlington's \$18,840,000 General Obligation Waterfront Tax Increment Note,
Series 2024
4/23/25



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

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

To: Board of Finance and City Council
From: Brian Pine, CEDO Director
David G. White, White + Burke Real Estate Advisors (TIF consultant for the City)
Date: April 28, 2025
Re: Resolution to authorize refinancing \$18,840,000 in a project note for Waterfront TIF District public improvements associated with Burlington Square (formerly CityPlace Burlington)

Summary

On May 1, 2023, the City Council authorized the borrowing of up to \$18,840,000 to fund the public infrastructure improvements associated with the CityPlace project. The CityPlace Partners have recently chosen to use the trade name for the redevelopment project of Burlington Square, so we will use that reference in this memo. The property is still owned by the City Place Partners, LLC. This resolution seeks authorization for the second refinancing of the project note since the current note reaches maturity on May 31, 2025. We have previously secured all necessary approvals, including from the voters and the City Council, to enable this borrowing.

Background

This memo is intended to bring the City Council up to date relative to the planned refinancing of project notes to help pay for the public improvements associated with Burlington Square.

By way of a reminder, before the City was allowed to issue any TIF debt for the public improvements associated with the redevelopment of the property known as Burlington Square, the City was required to provide the VT Economic Progress Council (VEPC) with construction contracts for the private development totaling not less than \$50 million along with a construction completion guarantee. This requirement was imposed by the VT General Assembly (state legislature) in 2016 when they authorized the extension of the Waterfront Tax Increment Financing (TIF) district for the three properties (at 49 Cherry Street and 75 Cherry Street) that formerly comprised the Burlington Town Center and the “LL Bean” buildings. The conditions of VEPC approval have been met, and the full borrowing was authorized.

Finances

The City Council and the voters previously authorized bonding and related costs up to \$21,830,000 for the public improvements associated with Burlington Square. Of this, \$21.83 million, \$801,000 of bonds have already been issued, and \$814,380 in Related Costs spent. The funding for Related Costs has come from the incremental tax revenue and not from proceeds of a bond or note. Based on the projected costs of managing the District and audits performed by the State Auditor, we also expect \$1,569,138 in Related Costs between FY2023 and FY 2036. This resulted in the capacity to borrow up to \$18,840,000 through bonding or through project notes. After consultation with the City's bond counsel and the City's outside financial advisors, the City chose to issue a project note, rather than a bond, for financing. When a municipality needs to finance a project on an interim basis until such time that a bond can be issued, project notes are the financing instrument of choice. Project notes are short-term debt obligations issued to finance a project past a specified milestone, or to fund multiple small projects on a short-term basis. The advantage of using project notes is that it allows the City to pre-pay any funds that are not needed or that exceed the amount that can be repaid from the property tax increment of the TIF District, giving additional protection to the taxpayers and giving the City substantial flexibility while we pursue additional funding sources and the Burlington Square developers secure financing for the North Building of their project.

On June 21, 2023, the City previously issued its \$18,840,000 General Obligation Waterfront Tax Increment Note to provide financing to the City for the public improvement projects and to preserve the opportunity to limit the overall total debt to be incurred for the public improvements pending the receipt of certain grants and final details regarding development plans for the North Building. Once the final amount of debt is determined, which will not exceed the \$18,840,000 already borrowed, the City will pay off the note and issue long-term tax-exempt bonds to lower the cost of borrowing and lock in the lowest possible borrowing cost for the maximum period of time. The Council authorized the refinancing of the 2023 Note in May of 2024 and this request is for authorization to refinance that Note.

As part of the City's submission of its substantial change request, the City notified VEPC of its intention to issue one or more redeemable short-term notes in order to have the opportunity to minimize the eventual indebtedness of the Waterfront TIF District and to minimize risk to the taxpayers. This also included a clear indication that long-term bonds would be used at the appropriate time to refinance the notes to obtain the most favorable terms available in the market. Approval by the City Council to continue using this approach, represented in the attached resolution, will enable the City to re-finance the existing note while exercising fiscal prudence to minimize potential financial risk to taxpayers and to ensure that the City has the requisite funding available to meet its obligations to pay for the public improvements. Council approval is required for the City to issue a formal request for proposals from

underwriting firms and financial institutions to sell, in a negotiated or competitive sale, one or more notes to refinance the prior note.

Motions

Board of Finance: To approve and recommend that the City Council waive the reading and adopt the proposed resolution to authorize refinancing \$18,840,000 in a project note for Waterfront TIF District public improvements associated with Burlington Square (formerly CityPlace Burlington).

CC: To waive the reading and adopt the proposed resolution refinancing \$18,840,000 in a project note for Waterfront TIF District public improvements associated with Burlington Square (formerly CityPlace Burlington).

We will be in attendance at the Board of Finance and City Council meetings on April 28 to answer any questions that may arise, but feel free to reach out to discuss at 802-578-6953 or bpine@burlingtonvt.gov.

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Clerk Treasurer/CEDO Submitter: Brian Pine
Title/Subject: Authorization for Refinancing City of Burlington's \$18,840,000 General Obligation Waterfront Tax Increment Note, Series 2024

Approval Requested:

☐ Board of Finance

☐ City Council

☒ Both BOF and Council

Meeting Date:

Click or tap to enter a date.

Click or tap to enter a date.

4/28/2025

Instructions

1. This form must be completed by the person submitting the materials.
2. This form must be sent with the final submission of materials in advance of the meeting.
3. Do not indicate that a sign-off was received until it has actually been obtained.
4. Commission reports and presentations do not need to be reviewed by the CAO or Attorneys.
5. Name the reviewing Attorney or HR Manager in the Note column.

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	4/21/2025	Brian Pine
Mayor's Office	Yes	4/23/2025	Erin Jacobsen
Board/Commission	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and contracts or legal documents	N/A	4/23/2025	
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	4/23/2025	Erik Ramakrishnan
CAO for budget, financing, and memo	Yes	4/23/2025	Katherine Schad
Human Resources, if personnel action or policy	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Resolution Relating to

AUTHORIZATION FOR REFINANCING CITY OF
BURLINGTON’S \$18,840,000 GENERAL OBLIGATION
WATERFRONT TAX INCREMENT NOTE, SERIES 2024

RESOLUTION 7.42
Sponsor(s): Bd. of Finance
Introduced: 04/28/25
Referred to: _____
Action: adopted
Date: 04/28/25
Signed by Mayor: 05/08/25

CITY OF BURLINGTON

In the year Two Thousand Twenty-Five.....

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

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- That WHEREAS, on January 22, 1996, the City Council created the Waterfront Tax Increment Financing (TIF) District along the central and northern end of the Burlington waterfront; and
- WHEREAS, in June of 1997, the City Council authorized an expansion of the Waterfront TIF District to include property extending along the south side of Cherry Street from Battery Street to Church Street, using a special TIF grandfathering provision of Act 60 (1997); and
- WHEREAS, on May 25, 2016, the Vermont legislature authorized the City to extend by ten years the debt retention period within the Waterfront TIF District for the properties which together comprise the Burlington Town Center property (the “Property”), in accordance with a request from the City for purposes of enabling redevelopment of the Property; and
- WHEREAS, at a special meeting of the City held on November 8, 2016, the voters authorized the City Council to pledge the credit of the City to secure the repayment of indebtedness or to make direct payments for the purpose of funding one or more public improvements and related costs attributable to projects serving the Waterfront TIF District, including Pine Street Acquisition, Construction and Streetscape Improvements, St. Paul Street Acquisition, Construction and Streetscape Improvements, Cherry Street Streetscape Upgrades, Bank Street Streetscape Upgrades, and including reimbursement for TIF eligible related costs incurred by the City for the administration of the Waterfront TIF District, in a total principal amount not to exceed \$21,830,000.00, and to issue bonds, notes or make inter-fund loans for such purpose (together, the “Projects”); and
- WHEREAS, several City residents challenged the results of the November 2016 special election, alleging that the City did not comply with certain technical and procedural requirements related to the public notice process; and
- WHEREAS, the Vermont Superior Court found inconsistencies in the rules for public notices and held that the technical and procedural errors raised by the plaintiffs fell short of the threshold required to justify the extreme remedy of election invalidation; and

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

ORIGINAL

RESOLUTION RELATING TO

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.....
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Adopted by the City Council

....., 20.....

..... Clerk

Approved....., 20.....

..... Mayor

Vol. Page

Attest:

* * * * *

WHEREAS, Act 134 (2016) passed by the Vermont legislature, effective in 2016, extended the time period by which the City could incur indebtedness against revenues of the Waterfront TIF District for the three properties located within the Waterfront TIF District at 49 Cherry Street and 75 Cherry Street (together, the "Parcels") to June 30, 2021 and extended the period in which the City could retain the municipal and education tax increment for the Parcels to June 30, 2035, and by Resolution adopted May 1, 2023, the City Council approved the retention of municipal and education tax increment for the Parcels for the maximum period and in the amounts as permitted under applicable law, including as authorized under Act 134 (2016); and

WHEREAS, in accordance with a request from the City, effective July 1, 2021, Act 73 (2021) of the Vermont legislature further extended the time period by which the City could incur indebtedness against revenues of the Waterfront TIF District for the three Parcels to June 30, 2023; provided that such extension is subject to the City's submission to the Vermont Economic Progress Council ("VEPC") of an executed construction contract with a completion guarantee by the owner of the Parcels evidencing commitment to construct not less than \$50 million of private development on the Parcels; and

WHEREAS, the City submitted a substantial change request to VEPC on February 2, 2023, providing the required executed construction contract and completion guarantee to VEPC and requesting formal authorization to incur the remainder of the authorized indebtedness under the Waterfront TIF District, which substantial change request was granted by VEPC on March 30, 2023; and

WHEREAS, after such actions, the City issued its \$18,840,000 General Obligation Waterfront Tax Increment Note, Series 2023 (the "Series 2023 Note") on June 21, 2023 to provide financing to the City for the Projects, and to provide an opportunity to limit the overall total debt to be incurred for the Projects pending the receipt of certain grants and additional information regarding development plans for the Parcels; and

WHEREAS, the Series 2023 Note matured and, pursuant to City Council resolution adopted on April 15, 2024, such Series 2023 Note was refunded and refinanced through the issuance of the City's \$18,840,000 General Obligation Waterfront Tax Increment Note, Series 2024 (the "Series 2024 Note") issued May 31, 2024 and maturing May 15, 2025; and

WHEREAS, the City continues to work with the private developers on the finalization of the development for the Parcels, pursuant to the Development Agreement with Cityplace Partners, LLC, which has requested an extension of time for the developer to meet certain conditions with respect to the payment obligations of the City; and

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

ORIGINAL

RESOLUTION RELATING TO

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.....
.....

Adopted by the City Council

....., 20

..... Clerk

Approved....., 20

..... Mayor

Vol. Page

* * * * *

Attest:

WHEREAS, the City has been awarded a \$22,384,000 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant for construction of the Great Streets Bank and Cherry project, and to build two new segments of Saint Paul Street and Pine Street, and for a workforce development program that further supports the long-term viability of the Projects; and

WHEREAS, the City has received two funding awards under the State of Vermont Sales Tax Reallocation Program in the amount of \$987,059 (2023) and \$1,250,000 (2024) to support the public improvements associated with the Projects, and the City is in the process of confirming these changes and acknowledging them as part of the overall project budget; and

WHEREAS, the City is currently waiting on the determination of certain additional grant applications, the progress for meeting conditions under existing development agreement for the Projects, and the finalization of additional development plans for the Parcels, which is projected to provide additional tax increment; and

WHEREAS, in connection with the City's submission of its substantial change request, the City notified VEPC of its intention to issue one or more redeemable short-term notes in order to have the opportunity to minimize the eventual indebtedness of the Waterfront TIF District; and

WHEREAS, to limit the overall total debt to be incurred for the Projects and to provide an opportunity for a reduction in risk to the taxpayers if the City receives such pending grants and depending on the results of such additional development plans, the City is currently exploring the possibility of issuing one or more notes to refinance the Series 2024 Note and extend the maturity date thereof; and

WHEREAS, Section 801 of the Tax Increment Financing Districts Rule adopted by VEPC permits the refinancing of existing TIF district debt in order to take advantage of improved rates or terms without the need for public vote or prior notification of VEPC; and

WHEREAS, the City is soliciting proposals from underwriting firms and financial institutions to sell, in a negotiated or competitive sale, one or more notes to refinance the Series 2024 Note; and

WHEREAS, the City Council wishes to authorize the City's Chief Administrative Officer to approve the final terms of such general obligation tax increment financing notes without the requirement for prior approval by the City's Board of Finance so long as the true interest cost of such notes does not exceed six percent (6.00%) per annum, and to authorize the City's Board of Finance to approve the final terms of such notes in the event the true interest cost of such notes exceeds six percent (6.00%) per annum;

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

ORIGINAL

RESOLUTION RELATING TO

.....
.....
.....

Adopted by the City Council

....., 20

..... Clerk

Approved....., 20

..... Mayor

Vol. Page

* * * * *

NOW, THEREFORE, BE IT RESOLVED that the City Council has determined that it is necessary to pledge the credit of the City in an amount not to exceed \$18,840,000 in the aggregate principal amount and to issue notes, including one or more notes that may be subject to early redemption and prepayment, in connection therewith (the "Obligations") to finance the public improvements and related costs attributable to the Projects within the Waterfront TIF District; and

BE IT FURTHER RESOLVED, that the Obligations may be sold in a private placement, public offering, competitive sale, or negotiated sale with one or more underwriters or underwriting firms, may be issued on a taxable or tax-exempt basis, and the City may enter into a bond purchase agreement or loan agreement with the lender, underwriter, or the Vermont Bond Bank, as the case may be, for such purpose; and

BE IT FURTHER RESOLVED that the pledging of the City's credit for such Obligations is hereby authorized, with the amount, the term, and the form of the evidence of indebtedness to be issued, the interest rates, and payment schedule, to be further determined by the Chief Administrative Officer or the Director of Finance; provided that the true interest cost for the Obligations as determined by the Chief Administrative Officer, shall not exceed six percent (6.00%) per annum; and

BE IT FURTHER RESOLVED that in the event that the true interest cost of the Obligations would exceed six percent (6.00%) per annum, the prior approval of the City's Board of Finance shall be required; and

BE IT FURTHER RESOLVED that the Obligations, when issued and delivered, shall be valid and binding general obligations of the City payable according to the terms and tenor thereof from tax increments from properties within the Waterfront TIF District, which tax increments may be pledged to the payment of such Obligations; and

BE IT FURTHER RESOLVED that the full faith and credit of the City shall be pledged to payment of the Obligations in the event that the tax increments from properties within the Waterfront TIF District are not sufficient to pay the principal and interest on the Obligations; 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 and directed to prepare one or more Official Statements of the City as they deem necessary in the City's best interest. 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 one or more final Official Statements and to execute and deliver such agreements, including one or more bond purchase agreement with the purchaser or underwriter(s) for the Obligations, continuing disclosure certificates, certificates as to use of proceeds and all

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

ORIGINAL

RESOLUTION RELATING TO

.....
.....
.....

Adopted by the City Council

....., 20.....

..... Clerk

Approved....., 20.....

..... Mayor

Vol. Page

* * * * *

other documents, agreements and instruments necessary or convenient in connection with the issuance of the
Obligations; and

BE IT FURTHER RESOLVED that, if in the opinion of the Chief Administrative Officer and/or the
Director of Finance, it is desirable and in the City's best interest to obtain bond insurance for the Obligations,
the Mayor, the Chief Administrative Officer, and the Director of Finance are, and each one of them is, hereby
authorized, to enter into such agreements and instruments with the insurer in order to obtain a bond insurance
policy for the Obligations; and

BE IT FURTHER RESOLVED, that any defect or irregularity in the holding of the November 6, 2016
or the public notice issued for such special meeting was the result of oversight, inadvertence or difference of
interpretation of applicable law and rules, and all acts and things heretofore done by the officers of the City
and its City Council, in, about, or concerning the public notice for such special meeting and the conducting the
vote at the meeting held November 6, 2016 are hereby validated and confirmed; and

BE IT FURTHER RESOLVED, that, as permitted by statute, the City has approved the retention of the
municipal and education tax increment for the Parcels for the maximum period and in the amounts as
permitted under applicable law, including as authorized under Act 134 (2016), and hereby ratifies such
approval.

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

CEDO Director Pine
DOF Kukenberger

ORIGINAL

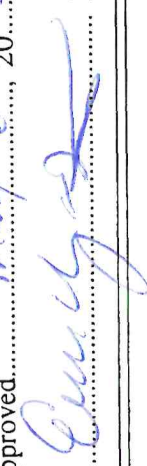
RESOLUTION RELATING TO

Authorization For Refinancing City of Burlington's \$18,840,000 General Obligation
Waterfront Tax Increment Note, Series 2024

Adopted by the City Council

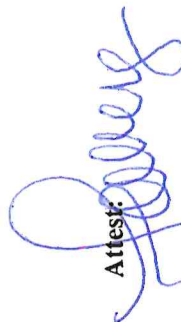
April 28 20..... 25

 Clerk

Approved..... May 8, 20.....
 Mayor

Vol. Page

Attest:



Lori Olberg
Council and Licensing Coordinator

* * * * *

Resolution Relating to

RECOMMENDATION FOR REAPPOINTMENT OF
WILLIAM WARD AS CITY HEALTH OFFICER

RESOLUTION_____

Sponsor(s): Councilors Bergman,
Barlow
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, state law requires a recommendation from the City Council to the Vermont
Commissioner of Health for the appointment of the City's Health Officer for a three year term; and
WHEREAS, the Director of Code Enforcement (“the Director”), currently known as the Director of
Permitting and Inspections after the consolidation of the City’s code enforcement, minimum housing, zoning
and trades departments, has historically been recommended to be appointed Burlington Health Officer because
appointment of the Director supports an effective chain of command and proper span of control over health
officer activities and the Director is responsible for supervising the housing inspectors who also serve as the
City's Deputy Health Officers; and
WHEREAS, the Director has also been responsible for supervising the staffing for the Burlington
Board of Health; and
WHEREAS, the Burlington Board of Health has unanimously recommended that Director William
Ward be reappointed to serve as the Burlington Health Officer for the three-year term beginning June 1, 2025;
and
WHEREAS, the Mayor recommends that Director Ward be reappointed to serve as the Burlington
Health Officer;
NOW, THEREFORE, BE IT RESOLVED that the City Council recommends to the Vermont
Commissioner of Health the reappointment of the Director of Burlington’s Department of Permitting and
Inspections, William Ward, as Health Officer for the City of Burlington for a three-year term beginning on
June 1, 2025.

KS/Resolutions 2025/Code Enforcement – Health Officer - Recommend Reappointment of William Ward (2025)
4/22/25

**Permitting and Inspections Department**

645A Pine St, PO Box 849
Burlington, VT 05402-0849
VOICE (802) 863-0442
FAX: (802) 652-4221

To: Mayor Emma Mulvaney-Stanak and City Council
From: William M. Ward/Town Health Officer
Date: April 24, 2025
Subject: Town Health Officer Reappointment

Requested Action:

Vote to support the reappointment of Director William Ward as Town Health Officer.

Background of Town Health Officer process

Vermont Town Health Officers and Deputy Health Officers are appointed by the Vermont Commissioner of Health for a 3-year term. The appointment process for a Town Health Officer requires the signature of approval from the Chair of the Town Select Board or City Council President in Burlington's case. The appointment process of Deputy Health officers requires the signature of approval from the Chair of the Burlington Board of Health. Burlington is currently served by the Housing Inspection staff of the Department of Permitting and Inspections appointed to the following positions:

William Ward – Town Health Officer

Cara Simoneau- Deputy Health Officer
Timothy Ahonen- Deputy Health Officer
Matthew Perry – Deputy Health Officer
Robert Strassenburgh – Deputy Health Officer

Steve Cormier – Deputy Health Officer
Alex Fox– Deputy Health Officer
Jennifer Lowell – Deputy Health Officer

Relevant Vermont statute

Title 18 Chapter 11 Section 601 - Local health officials

(a) The Commissioner shall appoint, upon recommendation of the selectboard, a local health officer for each town or city, and the Commissioner shall give such officer a certificate of appointment. The Commissioner may appoint one or more deputy local health officers for a town or city upon written request of the local board of health. In case the selectboard neglect or refuse to recommend to the Commissioner a local health officer, the Commissioner after 30 days' notice in writing to the selectboard shall appoint a local health officer.

Appointment dates for William Ward

The Director of the department overseeing housing inspections has traditionally been appointed as Health Officer to support an effective chain of command and proper span of control over the Housing Inspectors who also serve as the City's Deputy Health Officers. Director Ward was appointed 5 previous times beginning in June 2010, and most recently in June 2022.

Resolution Relating to

RECOMMENDATION FOR REAPPOINTMENT OF
WILLIAM WARD AS CITY HEALTH OFFICER

RESOLUTION 7.43
Sponsor(s): Councilors Bergman,
Barlow
Introduced: 04/28/25
Referred to: _____
Action: adopted
Date: 04/28/25
Signed by Mayor: 05/08/25

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, state law requires a recommendation from the City Council to the Vermont
2 Commissioner of Health for the appointment of the City's Health Officer for a three year term; and
3 WHEREAS, the Director of Code Enforcement ("the Director"), currently known as the Director of
4 Permitting and Inspections after the consolidation of the City's code enforcement, minimum housing, zoning
5 and trades departments, has historically been recommended to be appointed Burlington Health Officer because
6 appointment of the Director supports an effective chain of command and proper span of control over health
7 officer activities and the Director is responsible for supervising the housing inspectors who also serve as the
8 City's Deputy Health Officers; and
9 WHEREAS, the Director has also been responsible for supervising the staffing for the Burlington
10 Board of Health; and
11 WHEREAS, the Burlington Board of Health has unanimously recommended that Director William
12 Ward be reappointed to serve as the Burlington Health Officer for the three-year term beginning June 1, 2025;
13 and
14 WHEREAS, the Mayor recommends that Director Ward be reappointed to serve as the Burlington
15 Health Officer;
16 NOW, THEREFORE, BE IT RESOLVED that the City Council recommends to the Vermont
17 Commissioner of Health the reappointment of the Director of Burlington's Department of Permitting and
18 Inspections, William Ward, as Health Officer for the City of Burlington for a three-year term beginning on
19 June 1, 2025.

20
21
22 KS/Resolutions 2025/Code Enforcement – Health Officer - Recommend Reappointment of William Ward (2025)
23 4/22/25
24

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on
DPI Director Ward

ORIGINAL

RESOLUTION RELATING TO

Recommendation For Reappointment Of William Ward As City Health Officer

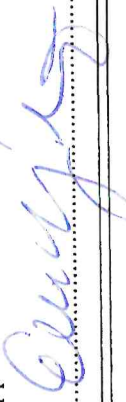
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Adopted by the City Council

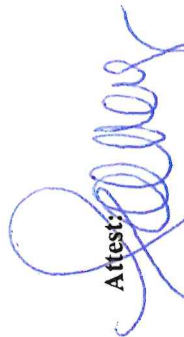
April 28, 20 25

 Clerk

Approved..... May 8, 20 25

 Mayor

Vol. Page

Attest:

Lori Olberg
Council and Licensing Coordinator

* * * * *



ELI-55

Entertainment License -
Indoor

Status: Active

Submitted On: 3/17/2025

Primary Location

400 Pine Street
Burlington, VT 05401

Owner

HOWARD SPACE PARTNERSHIP
LLP
28 HOWARD STREET, UNIT 302
BURLINGTON, VT 05401

Applicant

 Craig Wilkinson
 802-341-0991
 riothospitality@gmail.com
 76 Faith Street
Burlington, vt 05408

Establishment Information

Establishment Name (DBA) * 

Riot Hospitality

d/b/a The District

Establishment City, State Zip*

Burlington, VT, 05401

Establishment Street Address*

400 Pine Street

Establishment Phone* 

802-341-0406

Establishment Owner (Legal Name) * 

Riot Hospitality

Legal Owner Mailing Street Address*

7 Powhatan Way

Legal Owner Mailing City, State Zip*

Hackettstown, NJ 07840

Contact Person Name* 

Craig Wilkinson

Contact Email Address*

riothospitality@gmail.com

Contact Phone* 

802-341-0991

** recommended for approval @
4/23/25 lc mty jo*

Application Information

Occupant Load*

280

Number of Restrooms*

8

Number of Egresses*

7

Date of Last Fire Safety Inspection*

03/17/2025

Dancing by Patrons*

Yes

Amplified Music*

Yes

Indoor entertainment Types; Check all that Apply

Live Instrumental Music



Live Vocal Music



Jukebox / Boom Box / Ipad



Disc Jockey



Karaoke



Floor/Stage Show Entertainment



Floor/Stage Show Entertainment Details:

Check any of the below for which you are applying, and provide additional description in the text box below.

Fashion Show / Trade Show / Exhibition



Readings



Stage Play / Pantomime

☒

Comedian

☒

Dance Performance

☒

Contests / Games / Amusements

☒

Movies

☒

Other ?

☐

Indoor Entertainment Proposed Days; Check all that Apply

Sunday

☒

Monday

☒

Tuesday

☒

Wednesday

☒

Thursday

☒

Friday

☒

Saturday

☒

Indoor Entertainment Hours

Sunday Start Time*

10:00 AM

Sunday End Time*

12:00 Midnight

Monday Start Time*

4:00 PM

Monday End Time*

1:00 AM

Tuesday Start Time*

4:00 PM

Tuesday End Time*

1:00 AM

Wednesday Start Time*

4:00 PM

Wednesday End Time*

1:00 AM

Thursday Start Time*

4:00 PM

Thursday End Time*

1:00 AM

Friday Start Time*

4:00 PM

Friday End Time*

1:00 AM

Saturday Start Time*

12:00 Noon

Saturday End Time*

1:00 AM

Changes or Corrections to your License Application

Do you have any changes for this year's application?

*

Yes

Please enter any changes to entertainment types, or days/hours of operation here.*

New owners of the business at 400 Pine Street starting in July 2025

VT Division of Liquor Control Licenses

First Class Liquor License*

Yes

Second Class Liquor License*

No

Third Class Liquor License*

Yes

Outside Consumption Permit*

Yes

Standard Entertainment Permit Conditions

I Attest that I have read the Standard Entertainment Permit Conditions

Digital Signature*



Craig Wilkinson

Mar 17, 2025

Certification

I have agreed to submit this application by electronic means. I understand that an electronic signature has the same legal effect and can be enforced in the same way as a written signature. By checking this box and typing my name, I am electronically signing my application.*



Craig Wilkinson

Mar 17, 2025

Attachments



2025-07-01 Lease Agreement.pdf

2025-07-01 Lease Agreement.pdf

Uploaded by Craig Wilkinson on Mar 17, 2025 at 2:39 PM

Record Activity

riothospitality@gmail.com started a draft Record	03/17/2025 at 1:49 pm
Craig Wilkinson added file 2025-07-01 Lease Agreement.pdf	03/17/2025 at 2:39 pm
Craig Wilkinson submitted Record ELI-55	03/17/2025 at 2:39 pm
OpenGov system altered approval step City Clerk's Office Review, changed status from Inactive to Active on Record ELI-55	03/17/2025 at 2:39 pm
OpenGov system assigned approval step City Clerk's Office Review to Lori Olberg on Record ELI-55	03/17/2025 at 2:39 pm

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
✓ City Clerk's Office Review	3/17/2025, 2:39:23 PM	-	Lori Olberg	-	Active
💰 Entertainment Fee Payment	-	-	Craig Wilkinson	-	Inactive
✓ Fire Marshal Review	-	-	-	-	Inactive
✓ Review Proposed Changes to Entertainment Types and/or Operating Hours	-	-	-	-	Inactive
✓ City Council Approval	-	-	-	-	Inactive

Label	Activated	Completed	Assignee	Due Date	Status
 Indoor Entertainment License Issuance	-	-	-	-	Inactive



ELO-37

Entertainment License -
Outdoor

Status: Active

Submitted On: 4/17/2025

Primary Location

400 Pine Street
Burlington, VT 05401

Owner

HOWARD SPACE PARTNERSHIP
LLP
28 HOWARD STREET, UNIT 302
BURLINGTON, VT 05401

Applicant

 Craig Wilkinson
 802-341-0991
 riothospitality@gmail.com
 76 Faith Street
Burlington, vt 05408

New

Establishment Information

Establishment Name (DBA) * 

The District

Establishment Street Address*

400 Pine Street

Establishment City, State Zip*

Burlington, VT, 05401

Establishment Phone* 

802-540-0406

Outdoor

Establishment Owner (Legal Name) * 

Riot Hospitality

Legal Owner Mailing Street Address*

7 Powhatatan Way

Legal Owner Mailing City, State Zip*

Hackettstown, NJ, 07840

Contact Person Name* 

Craig Wilkinson

Contact Email Address*

riothospitality@gmail.com

Contact Phone* 

802-341-0991

* recommended for approval @ 4/23/25
lc mty jo

Application Information

Amplified Music*

Yes

Dancing by Patrons*

No

Date of Last Fire Safety Inspection*

03/18/2025

Outdoor entertainment Types; Check all that Apply

Live Instrumental Music

☒

Live Vocal Music

☒

Jukebox / Boom Box / Ipod

☒

Disc Jockey

☒

Karaoke

☐

Floor / Stage Show Entertainment

☐

Floor/Stage Show Entertainment Details:

Check any of the below for which you are applying, and provide additional description in the text box below.

Fashion Show / Trade Show / Exhibition

☐

Readings

☐

Stage Play / Pantomime

☐

Comedian

☐

Dance Performance

☐

Contests / Games / Amusements

☐

Movies

☐

Other ?

☐

Outdoor Entertainment Proposed Days; Check all that Apply

Sunday

☒

Monday

☒

Tuesday

☒

Wednesday

☒

Thursday

☒

Friday

☒

Saturday

☒

Outdoor Entertainment Hours

Sunday Start Time*

9:00 AM

Sunday End Time*

11:00 PM

Monday Start Time*

9:00 AM

Monday End Time*

11:00 PM

Tuesday Start Time*

9:00 AM

Tuesday End Time*

11:00 PM

Wednesday Start Time*

9:00 AM

Wednesday End Time*

11:00 PM

Thursday Start Time*

9:00 AM

Thursday End Time*

11:00 PM

Friday Start Time*

9:00 AM

Friday End Time*

11:00 PM

Saturday Start Time*

9:00 AM

Saturday End Time*

11:00 PM

Changes or Corrections to your License Application

Do you have any changes for this year's application?

*

Yes

Please enter any changes to entertainment types, or days/hours of operation here.*

New Application

VT Division of Liquor Control Licenses

First Class Liquor License*

Yes

Second Class Liquor License*

No

Third Class Liquor License*

Yes

Outside Consumption Permit*

Yes

Standard Entertainment Permit Conditions

I attest that I have read the standard permit conditions

Digital Signature*



Craig Wilkinson

Apr 17, 2025

Certification

I have agreed to submit this application by electronic means. I understand that an electronic signature has the same legal effect and can be enforced in the same way as a written signature. By checking this box and typing my name, I am electronically signing my application.*



Craig Wilkinson

Apr 17, 2025

Attachments

Record Activity

Craig Wilkinson started a draft Record	04/17/2025 at 9:33 am
Craig Wilkinson submitted Record ELO-37	04/17/2025 at 9:42 am
OpenGov system altered approval step City Clerk's Office Review, changed status from Inactive to Active on Record ELO-37	04/17/2025 at 9:42 am
OpenGov system assigned approval step City Clerk's Office Review to Lori Olberg on Record ELO-37	04/17/2025 at 9:42 am

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
✓ City Clerk's Office Review	4/17/2025, 9:42:44 AM	-	Lori Olberg	-	Active
✓ Review Proposed Changes to Entertainment Types and/or Operating Hours	-	-	-	-	Inactive
💰 Entertainment Fee Payment	-	-	Craig Wilkinson	-	Inactive
✓ Fire Marshal Review	-	-	-	-	Inactive
✓ City Council Approval	-	-	-	-	Inactive
📄 Outdoor Entertainment License Issuance	-	-	-	-	Inactive

2025-2026 Tobacco License and Tobacco Substitute Endorsement Renewals
Regular City Council Meeting, Monday, April 28, 2025

Tobacco:

Bern Gallery

Cumberland Farms #8018

Cumberland Farms #8019

J & M Groceries

Tobacco Substitute Endorsements:

Bern Gallery

Cumberland Farms #8018

Cumberland Farms #8019



To: Burlington City Council
From: Office of the Mayor in partnership with Vermonters for Criminal Justice Reform (VCJR)
Re: DRAFT Project Proposal for the Burlington Overdose Prevention Center (OPC) Pilot Program
Date: April 14, 2025

We intend to bring the below draft proposal to City Council for a vote on April 28, 2025. This proposal is therefore subject to revision following your feedback at the 4/14/25 meeting of the City Council.

I. Summary

The City of Burlington, in collaboration with Vermonters for Criminal Justice Reform (VCJR), is launching a comprehensive, evidence-based Overdose Prevention Center (OPC) pilot program. This initiative directly responds to Vermont's overdose crisis and fulfills the mandates of Act 178 (2024) and the Vermont Department of Health's OPC Operating Guidelines. Through a phased approach, the OPC will provide a safe and supervised environment for people who use drugs, offer a full continuum of care, reduce public drug use and syringe litter, and save lives.

The City of Burlington is required to submit a City Council-approved proposal that meets or exceeds the minimum requirements in [Act 178 \(2024\)](#) and the [OPC Operating Guidelines](#) set forth by the Vermont Department of Health (VDH) to establish a subrecipient agreement with VCJR for the implementation of an Overdose Prevention Center in Burlington. (See Attachment, OPC Guidelines Compliance Plan)

Our proposal outlines a phased approach to ensure a structured and efficient process, prioritizing service assessment and policy development to build capacity before full implementation. The attached Letters of Support show the commitment of our community partners to support this project.

II. Background & Purpose

Vermont continues to face a public health emergency due to fatal and non-fatal overdoses. The OPC will provide low-barrier, trauma-informed services to individuals using pre-obtained substances, aiming to decrease overdose deaths, reduce infectious disease transmission, and improve community health & safety.

The Center will serve as a safe space for individuals to:

- Consume pre-obtained substances under the observation of trained staff who are equipped to respond to overdoses and other emergencies.
- Access harm reduction supplies, including sterile syringes, naloxone, and drug-checking services to prevent contamination-related harms.

- Receive education on safer drug use, overdose prevention, and available treatment options.
- Connect to a continuum of care through low barrier, onsite access to addiction treatment, medical care, wound care, mental health services, housing support, and other social services.
- Obtain support in meeting basic needs.
- The program will center the dignity, safety, and well-being of participants while prioritizing public health, community safety, and harm reduction principles. By providing a low-barrier, non-judgmental space, the Center will not only save lives but also foster trust with people who use drugs, leading to greater opportunities for engagement in care and support services.

NOTE: Persons with substance use disorder can utilize all services at the Center, even if they are not a person consuming drugs on site.

A strong emphasis will be placed on ensuring meaningful participation from people with lived and living experience, public health experts, community partners and other key stakeholders. This approach will help build community-wide support, reduce stigma, and address the systemic inequities that exacerbate the overdose crisis.

III. Selected OPC Provider: Vermonters for Criminal Justice Reform (VCJR)

VCJR is uniquely suited to implement Burlington's OPC due to its trusted relationships with the target population and deep roots in harm reduction and public health. VCJR:

- Operates a low-barrier recovery center in downtown Burlington.
- Has extensive experience with overdose prevention, wound care, and peer support.
- Partners with organizations such as Johnson Health Center, Vermont CARES, Pathways Vermont, and Howard Center.
- Employs staff with lived experience and proven success in supporting individuals with substance use disorder.

VCJR's two-phase approach includes immediate provision of non-consumption services and a deliberate rollout of consumption-related services once all state-mandated infrastructure and protocols are in place. (See attachment, VCJR LOI Submission)

IV. Phased Implementation Plan

Phase 1: Planning & Capacity Building (8-12 months)

Objectives:

- Conduct a comprehensive Service Assessment to include neighborhood assessment.
- Identify and secure an accessible, code-compliant fixed-site facility.
- Hire and train staff; build administrative and data systems.
- Expand existing VCJR services as a first step to full implementation of supervised consumption services (harm reduction support, medical, peer support, etc.)

Responsibilities:

- VCJR: Service Assessment, engage community, develop required policies and procedures.
- City of Burlington: Coordinate citywide public engagement, support planning, submit required reports to the Vermont Department of Health.

Site Selection & Facility Planning

The successful implementation of the OPC pilot hinges on identifying a safe, accessible, and code-compliant facility that also has community buy-in. A thoughtful, community-informed site selection process will ensure the physical space meets operational requirements and integrates well within the surrounding neighborhood.

Site Selection Process

The City and VCJR will collaborate on a comprehensive, phased site selection plan, incorporating guidance from the OPC Operating Guidelines, harm reduction best practices, and community feedback. The process will include:

A Neighborhood Assessment (as part of Service Assessment) conducted in partnership with a qualified research entity (e.g., PIRE), this will assess:

- Data-informed assessment of community needs and overdose trends.
- Proximity to existing social and health services.
- Potential neighborhood impacts and mitigation strategies.
- Syringe litter and public use baselines.
- Accessibility for target populations.

Stakeholder & Community Engagement (Service Assessment)

- Host listening sessions with residents, businesses, and people with lived experience.
- Share criteria and timelines for site selection to build transparency and trust.
- Gather feedback on ideal locations, safety concerns, and accessibility.

Site Acquisition Plan

VCJR and the City will jointly develop a plan that includes:

- Site search through commercial brokers.
- Lease or purchase strategy.
- Due diligence for zoning, ADA compliance, safety, and ventilation standards.
- A preliminary facility design that aligns with OPC Guidelines (e.g., separate consumption and post-consumption areas, medical bays, counseling rooms, secure supply storage).

City Support & Entitlements

- The City will work in good faith to advance necessary zoning amendments as needed prior to site selection.
- The City will provide timely review of zoning, land use, and building permits to support program timelines.
- A pre-opening site inspection and approvals will occur at least 60 days prior to launch.

Facility Design Considerations

The facility will be designed with participant-centered needs in mind and meeting all state standards for:

- Supervised use spaces.
- Post-consumption monitoring areas.
- Medical and wound-care rooms.
- Confidential counseling and intake rooms.
- Staff and security areas.
- Handwashing and hygiene stations.
- Emergency response readiness.

Phase 2: Operations & Compliance

Objectives:

Relocate existing VCJR services to the newly acquired site (harm reduction support, medical, peer support, etc.).

Begin supervised consumption services (injection, ingestion, snorting & smoking) upon full compliance with the OPC Operating Guidelines prior to operation, including:

- City Council approved code-compliant fixed-site facility.
- Staffing ratios.
- Equipment and facility standards.
- Data collection and evaluation.
- Emergency protocols and referral systems.

V. OPC Services and Model

VCJR will utilize findings from the Service Assessment to design the Center services and model per the Operating Guidelines.

VCJR will provide at minimum State-Mandated Core Services:

- Supervised substance use and post-consumption monitoring.
- Overdose prevention and response.
- Drug checking (in partnership with VT CARES).
- Distribution of safer use and safer sex supplies.

- First aid and wound care.
- Infectious disease testing and education.
- Direct referrals to medical, housing, mental health, and treatment services.

Additional Services Currently provided by VCJR

- Peer support.
- Medical care (with Johnson Health Center).
- MOUD and mental health care.
- Case management, food and clothing assistance.

NOTE: Supervised consumption activities will take place in a private room/s, away from all other embedded ancillary medical, social and harm reduction services.

VI. Funding & Use of Opioid Settlement Funds

This pilot program is funded through the Vermont Opioid Abatement Special Fund, consistent with state priorities and national opioid settlement guidance. Section 2 of Act No. 178 appropriates for Fiscal Year 2025 \$1.1 million to VDH for the purpose of awarding grants to the City for establishing an OPC upon submission of a grant proposal that has been approved by the City Council and that meets the requirements of 18 V.S.A. § 4256 and the Guidelines. Section 2 also expresses the General Assembly's intention to continue appropriating funds for the same purpose through Fiscal Year 2028.

Funding Commitments & Oversight

- The City of Burlington will serve as the fiscal agent, overseeing all disbursements and reporting obligations to the Vermont Department of Health (VDH).
- A subrecipient agreement between the City and VCJR will establish roles, responsibilities, and compliance measures.
- Funding will support both Phase 1 (planning & capacity building) and Phase 2 (operations & implementation).

Allowable Expenses

Funding will be allocated to eligible line items, including but not limited to:

- Staff salaries and training.
- Facility acquisition.
- Construction and/or customizations of building to meet requirements.
- Capacity building.
- Technology & software.
- Equipment and furnishings.
- Harm reduction and medical supplies.
- Community engagement and communications.
- Technical assistance (e.g., Project Weber/RENEW).
- Subcontracting for Service Assessment and evaluation support.

- Administrative and operational costs.

Budget Transparency & Reporting

- VCJR will develop a 12-month budget and narrative aligned with DSUP Invoice Template.
- The City will provide consolidated reports to VDH, City Council and the Legislature.
- Reports will include monthly and quarterly data, along with required annual outcome metrics.
- Budget updates will be shared regularly with City Council and stakeholders to ensure transparency and accountability.

Sustainability Planning

While the pilot is initially funded through settlement dollars, the City and VCJR are actively exploring additional public and private funding sources to ensure long-term sustainability, including:

- Other harm reduction or behavioral health grants.
- Additional Opioid Settlement Funds.
- Medicaid billing for eligible services.
- Philanthropic and community-based support.

Ongoing Community Engagement

VCJR and the City will lead sustained community engagement through:

- Engagement with people with lived/living experience.
- Engagement across diverse Stakeholders (EMS, police, social service orgs, health care providers).
- Community forums and presentations at Neighborhood Planning Assemblies.
- Media and public education campaigns.
- Community updates.

VII. Evaluation

All data and service metrics will be collected in accordance with Act 178 and submitted to the Vermont Department of Health.

This includes quarterly reporting:

- Participant visit records (de-identified).
- Number and outcomes of overdoses & interventions used to reverse overdoses.
- Number of EMS calls for assistance at the Center.
- Referrals and services accessed.
- Public health and safety outcomes.

This includes Annual Reporting:

- Number of program participants.
- Deidentified demographics.
- Number of overdoses and overdose reversals.
- Number of EMS and law enforcement calls for assistance at the Center.

- Number of participants directly referred to other services and the type of service.

This includes ACT 178 Study Requirements:

- Collect data and additional information as requested by the Vermont Department of Health (VDH).
- Work collaboratively with VDH and its associated contractors of complete the study described in Act 178, Section 3 (2024), and other evaluation initiatives.
- Provide data to VDH in a timely manner.

VII. City-Provider Partners Shared Commitment to Successful Implementation

- The Overdose Prevention Center (OPC) initiative represents a strong and intentional partnership between the City of Burlington and Vermonters for Criminal Justice Reform (VCJR), rooted in a shared commitment to health equity, public safety, and community well-being. This collaborative approach ensures that both entities are fully aligned in purpose, roles, and responsibility throughout the project.
- As the fiscal agent, the City of Burlington will provide essential oversight and administrative coordination. This includes managing the state grant award, submitting deliverables to the Vermont Department of Health (VDH), and facilitating education, engagement, and outreach activities to ensure community awareness and support. The City will also play a key role in supporting site readiness and aligning implementation efforts with local and state policies.
- Vermonters for Criminal Justice Reform (VCJR) will lead the day-to-day operations of the OPC. This includes staffing the site with trained personnel, delivering trauma-informed and evidence-based harm reduction services, collecting and reporting data, and ensuring full compliance with operational and safety guidelines. VCJR brings deep experience in research-informed service delivery and a strong commitment to person-centered care.
- To ensure accountability, transparency, and collaboration, the City and VCJR will hold regular monthly meetings to review progress, address challenges, and align on strategic decisions. This structure promotes shared ownership of the project's success and ensures that the voices of all stakeholders—especially people who use drugs and frontline service providers—are centered throughout implementation.
- Together, the City and VCJR are committed to establishing a model of care that is responsive, community-informed, and rooted in dignity, compassion, and public health best practices.

VIII. Conclusion: A Life-Saving Investment

Overdose Prevention Centers are proven tools for saving lives, reducing harm, and linking individuals to care. By supporting this pilot OPC in Burlington, the City Council will:

- Deliver a critical intervention for people at the highest risk.
- Improve public health and safety and reduce emergency service burdens.
- Build trust with vulnerable community members.
- Fulfill the mandates of Act 178 while centering dignity, equity, and public health.

The City of Burlington and VCJR are prepared to implement this evidence-based, community-informed solution with urgency, thoughtfulness, and integrity.

Attachments:

Vermont OPC Operating Guidelines

Grant Compliance Plan

VCJR LOI and Supplemental Response

Letters of Support (Johnson Health Care, Vermont CARES, Pathways, Howard Center, Karen Paul, Miro Weinberger)

City Council Memo 4/10/2025



Proposal for Overdose Prevention Center (OPC) Guidelines Compliance

Introduction

The City of Burlington is required to submit a City Council-approved proposal that meets or exceeds the minimum requirements in [Act 178 \(2024\)](#) and the [OPC Operating Guidelines](#) set forth by the Vermont Department of Health (VDH) to establish a subrecipient agreement for the operations of an Overdose Prevention Center in Burlington.

Our proposal outlines a phased approach to ensure a structured and efficient process, prioritizing service assessment and policy development to build capacity before full implementation.

The Subrecipient must adhere to the Health Department Operating Guidelines, enter into a subrecipient agreement with the City of Burlington, and meet all city and state minimum grant agreement requirements prior to an executed contract and access to funding. Subrecipient must be in good standing with the State of Vermont.

All unspecified references herein are to the OPC Operating Guidelines.

1. Service Assessment (Section II.C.iv.3, Pg. 9-11) Phase 1

Objective: Conduct a comprehensive Service Assessment in compliance with Operating Guidelines to inform the structure, operations, and policies of the OPC, ensuring alignment with community needs and evidence-based harm reduction practices.

OPC Provider Submission Requirements: (Section II.C.iv.3, Pg. 9-11)

- Work collaboratively with the City and seek to contract with Pacific Institute for Research & Evaluation (PIRE) or a similarly qualified entity to conduct the required activities outlined in **Section II.C.iv.3**
- Conduct and complete all requirements in Service Assessment as listed.
- Submit Service Assessment Report to the City **upon completion**, or no less than **120 days** before OPC operations begin.

The City requirements (Section II.C.iv.3)

- Work collaboratively with the OPC Provider and their contractors to support the required activities related to the Service Assessment.
- Conduct community listening sessions & outreach meetings to understand concerns and promote transparency.
- Submit the Service Assessment Report to VDH no less than **90 days** before OPC operations begin.

- The Special Assistant on OPC Implementation will provide a copy of the Service Assessment Report to the City Council no less than **90 days** before OPC operations begin.

Required Activities:

Engagement with People with Living Experience (Section II.C.iv.1, Pg. 10)

- Engage with individuals who currently use substances to assess their needs, preferences, and barriers to accessing OPC services.
- Compensate participants for their time and insights to ensure equitable engagement.

Document feedback on:

- Preferred service offerings (e.g., wound care, drug-checking, naloxone distribution).
- Ideal OPC locations & accessibility considerations.
- Barriers to engagement & potential solutions.
- Preferred operational hours and consumption space design.

Stakeholder & Community Engagement (Section II.C.iv.2, Pg. 10-11)

Engage with key community partners & stakeholders, including:

- Local social service providers & harm reduction organizations (e.g., syringe service programs, housing and homelessness service providers).
- Medical & behavioral health providers (e.g., primary care, MAT providers, emergency departments, mental health).
- Law enforcement & emergency medical services (EMS).
- City officials & community organizations focused on public health and equity.
- Develop a neighborhood assessment to better understand and inform the City & OPC Provider.

Areas of interest include but not limited to:

- Considerations for potential site locations.
- Proximity to other community-based resources & social services.
- Community concerns.
- Prioritization of limiting residential impact.
- Baseline data on syringe litter, outdoor drug use, overdose incidents, public safety issues etc.
- Strategies for positive integration of the Center.

Service Assessment Report Requirements (Section II.C.iv.3, Pg. 11)

Summarize key findings, including:

- Target participant population characteristics.
- Estimated service demand based on harm reduction program data.

- Recommended facility location & model (fixed-site, mobile, or hybrid).
- Potential impact on community health & safety.
- Services to be provided at the Center.

2. Management (Section II.A & II.B- Pg. 5-9) Phase 1

Objective: Establish a strong governance structure to oversee OPC operations in compliance with Operating Guidelines. **The Administrative Body of the Center assumes ultimate responsibility for financial, operational, and policy management.**

The OPC Provider Requirements:

- Must have an Administrative Body. **(Section II.A, i, ii, iii – Page 5).**
- Work collaboratively with the City and seek to contract with Project Weber/Renew or a similarly qualified entity for technical assistance in completing the required activities outlined in **(Section II.A & II.B - Pg. 5-9).**
- Shall document and submit Governance Policies, Quality Assurance & Compliance Framework, Policies & Procedures for OPC Operations, Financial Policies & Procedures to the City **upon completion** and no later than 120 days prior to operating the OPC.
- Shall meet with the City OPC Implementation Special Assistant a minimum of monthly to strategize & share updates on implementation progress and potential setbacks or barriers.

The City requirements (Section II.C, Pg.9)

- The City shall provide the Policies and Procedures developed by the Administrative Body pursuant to **Section II.B** Within 10 business days of a request by VDH.
- Shall appoint a City Designee to oversee and work collaboratively with the Administrative Body and OPC Staff and manage the project.

Required Activities of the Administrative Body and OPC Provider:

Administrative Body (Section II.A - Pg.5-6)

- Shall maintain copies of the Policies & Procedures set forth in Section II.B **(Section II.A.1.a - Page 5).**
- Develop clear decision-making processes, meeting cadence & understanding of ultimate responsibilities. **(Section II.A.iii - Page 5).**
- Develop a quality assurance & compliance framework to include timely reporting structure. **(Section II.A.iv.c & d- Page 6).**
- Develop and/or adapt current financial policies and procedures to mitigate risk and ensure legal and financial accountability for the operations of the OPC. **(Section II.A.iv.b- Page 5).**
- Develop all relevant health and safety requirements **(Section II.A.vi.1.e - Page 6).**

Policy & Procedures Development (Section II.B - Pg. 6-9)

- The Administrative Body shall develop new policies and procedures or adapt and revise existing policies and procedures in Section II.B, by working in collaboration with OPC leadership and staff, technical assistance providers, such as Project Weber/RENEW (Rhode Island) or a similar expert entity.
- Develop comprehensive policies & procedures (**Section II.B,i, # 1 thru 41**) informed by the findings from the Service Assessment.
- Ensure policies align with **Sections II.C.i, III.C, D, III.F, III.G, III.H.**
- Establish policies covering but not limited to:
 - Employment & Staff contracting.
 - Volunteer roles & training.
 - Participant intake and eligibility screening.
 - Overdose response protocols (including opioid & stimulant overdoses).
 - Security & emergency response plans with medical services, hospital, fire, police.
 - Data collection and privacy protection under HIPAA and 42 CFR Part 2.
 - Workforce training & supervision policies.
 - Infection Control, Universal Precautions & Blood Borne Virus Control.
 - Hazardous waste management.
 - Data sharing agreements.
 - Participant Code of Conduct.
 - Grievance and termination.
 - Drug disposal.
 - Conflict of Interest.

Budget Submission (Sections II.C.iii - Pg. 9)

The OPC Provider Requirements:

- Upon request from the City and/or VDH the Administrative Body shall provide a 12-Month Budget & Budget Narrative (**Section II.C.iii, Pg. 9**).
- Shall at minimum include applicable line items from the Division of Substance Use Programs (DSUP) Invoice Template.

The City requirements:

- Upon request from VDH the City shall provide VDH a 12-Month Budget & Budget Narrative (**Section II.C.iii, Pg. 9**).
- Shall at minimum include applicable line items from the Division of Substance Use Programs (DSUP) Invoice Template.

3. Operations - Phase 1

Objective: Identify and secure a safe, accessible, and legally compliant site for the OPC, ensuring alignment with Operating Guidelines (**Section III.E, Pg. 16-18**).

Physical Space (Section III.E, Pg. 16-18)

The OPC Provider requirements:

- Work collaboratively with the City and utilize the Service Assessment (including the neighborhood assessment) to inform site considerations.
- Submit Site Acquisition Plan to the City.

The City requirements:

- Support OPC Provider in their search for a site.
- Cooperate in good faith in the issuance of any required building, land use, or other entitlements required from the City to operate.

Required Activities:

Develop a site acquisition plan, including but not limited to:

- Assessment of commercial real estate market.
- Connect with property broker.
- Lease/purchase strategy.
- Compliance with local zoning requirements.
- Consideration of accessibility for participants.
- Utilization of data related to overdose trends and incident reporting.
- Community Impacts and community health & safety concerns.

Develop initial facility design ideas to meet OPC Guideline requirements, including but not limited to:

- Consumption spaces (supervised use areas for injection, smoking, and other routes of administration). **(Section III.E.i.1, Pg. 16).**
- Post-consumption monitoring areas (ensuring participant safety after drug use). **(Section III.E.i.1.d, Pg.16).**
- Medical intervention & wound-care spaces. **(Section III.E.i.1.e, Pg. 16).**
- Smoking area requirements. **(Section III.E.ii, Pg. 17).**
- Private meeting areas for counseling, case management & referrals.

4. Operations- Phase 2

Objective: Facilitate final operational preparations for OPC launch, including site approval, facility setup, staffing, training, service implementation, and compliance with all City and State requirements.

Ensure that the Center is ready to provide comprehensive, low-barrier services to promote participant safety, health, and access to care.

The OPC Provider requirements:

- Work with the City to finalize approval of selected site, including by obtaining all necessary land use, building, and other entitlements.
- Ensure all required policies, procedures, protocols, and budgets identified in previous sections have been submitted to the City, submit any outstanding documents at least 90 days prior to the OPC opening.
- Submit any new or updated policies, protocols and process documents at least 90 days prior to the OPC opening.
- Pre-opening site visit with the City Designee at least 30 days prior to opening.

Facility Setup & Operations Launch

- Finalize site acquisition & facility setup **(Section III.E, Pg. 16-18).**
- Install necessary harm reduction supplies & medical equipment **(Section III.F, Pg. 18-19).**
- Implement participant intake & orientation process and confidentiality protocols developed in phase 1, Section II.B **(Sections V.B & V.C, Pg. 27-28).**

Equipment & Supplies (Section III.F, Pg. 18-19)

- Procure and safely store all required harm reduction supplies, medical equipment, and furnishings in compliance with regulations, ensuring the site is fully operational at launch. **(Section III.F.i.1-17 – Pg. 18-19).**
- Collaboration with existing SSP providers for Drug Checking services and harm reduction supply distribution as needed. **(Section III.F.ii - Pg. 19).**
- Procure regulation approved furniture **(Section III.F.iii - Pg. 19).**
- Ensure safe storage of all supplies with special attention to oxygen tanks. **(Section III.F.iv- Pg. 19).**
- Ensure handwashing stations readily available for participants throughout the Center. **(Section III.F.v - Pg. 19).**

Security (Sections III.G - Pg. 19-20)

- Implement the guideline-compliant security protocols adopted in phase 1, Section II.B to ensure the safety of participants, staff, and the broader community. **(Sections III.G.i & ii - Pg. 19-20).**
- Ensure all staff and volunteers have identification badges in alignment with guidelines. **(Section III.G.iii - Pg. 20).**
- Implement participant entry and exit protocol developed in phase 1, Section II.B **(Section III.G.iv - Pg. 20).**

Emergency Protocols (Section III.H -Pg. 20)

- Establish and integrate emergency response systems and overdose protocols in alignment the policy adopted in phase 1, Section II.B **(Sections III.H.i, Pg. 20).**
- Establish emergency overdose response training & procedures **(Section III.H.ii - Pg. 20).**

- Establish a policy for participants to agree to adhere to emergency protocols and procedures developed in phase 1, Section II.B (**Section III.H.iv - Pg. 20**).

Staffing, Training, & Required Participant Services (Sections IV, V, VI)

Objectives: Ensure adequate staffing, complete training, and delivery of all participant services as required under the OPC guidelines.

The OPC Provider requirements:

- Maintain sufficient, qualified staffing to ensure safe operations, adequate supervision, and responsive care during all hours of OPC operation. (**Section IV.A.i.ii, Section IV.B.i.ii.iii.iv.v.vi, Pg. 21-24**).
- Ensure all staff and volunteers receive comprehensive, role-specific training to safely and effectively support participants with evidence-based, trauma-informed, and harm reduction-centered practices. (**Section IV.C.i.ii, Pg. 24-26**).
- Conduct mandatory HIPAA, 42 CFR Part 2. Harm Reduction Principles, de-escalation and confidentiality training for staff. (**Section IV.C, Pg. 24**).
- Implement participant-centered policies for rights, eligibility, and orientation that uphold equity, transparency, and safety. (**Section V.A.i.ii, Pg. 26-27**), (**Section V.B.i.ii.iii.iv.v.vi, Pg. 27**), (**Section V.C.i.ii.iii.iv, Pg. 28**).

Required Services per Operating Guidelines

Objective: Deliver a full continuum of harm reduction services, including supervised consumption, medical support, health education, and direct referrals to care.

The OPC Provider requirements:

- Must provide at minimum the services outlined in (**Section VI Pg. 28-30**).
- Must adhere to all Policies and Procedures adopted in (**Section II.B**).

Data Reporting & Evaluation (Section II.C- Pg.9-13)

Objective: Implement a robust data systems and reporting protocols to ensure ongoing compliance, transparency, and outcome tracking.

Administrative Records & Reports (Section II.C- Pg.11-12)

The OPC Provider Requirements:

- Maintain required administrative records, ensuring compliance with de-identified data reporting. (**Section II.C.v.1, Pg. 12**).

- Establish an Administrative Record System such as NEO360 or comparable tracking system to collect required data **(Section II.C.v.1.a thru f.) Pg. 12).**
- Submit a data report in aggregate monthly for the first 3 months of operation, and quarterly thereafter. **(Section II.C.v.1, Pg. 13).**
- Submit reports due to The City by the 10th of the month following the end of the reporting period.

The City requirements:

- Submit a data report to VDH in aggregate monthly for the first 3 months of operation, and quarterly thereafter. **(Section II.C.v.1, Pg. 13).**
- Submit data reports to VDH. Reports due by the 15th of the month following the end of the reporting period. **(Section II.C.v.1, Pg. 12).**

Records Content and Management (Section III.B - Pg. 14)

Objective: Implement a secure, compliant administrative record system that supports participant confidentiality. **Section III.B & C, Pg. 14).**

The OPC Provider requirements:

- Maintain records for every participant in accordance with the policies and procedures adopted in phase 1, Section II.B **(Section III.B.i - Pg. 14).**
- Establish an Administrative Record System such as NEO360 or comparable tracking system to collect required data **(Section III.B.ii.2.a-h - Pg.14).**
- Adhere to operating guideline requirements **(Section III.B.iii, iv. & v).**

6. Annual Reporting Requirements (Section II.C.vii, Pg. 13)

The OPC Provider requirement:

- Submit required annual reports to the City no later than January 10th of each year of OPC operation. **(Section II.C.vii.1.a.b.c.d.e.f, Pg. 13).**

The City requirement: (Section II.C.vii.1.a.b.c.d.e.f, Pg. 13).

- Shall publicly post annual reports no later than January 15th of each year of OPC operation.
- Shall provide the Legislature the annual report no later than January 15th of each operating year.

Act 178 Study Collaboration (Section II.C.vi)

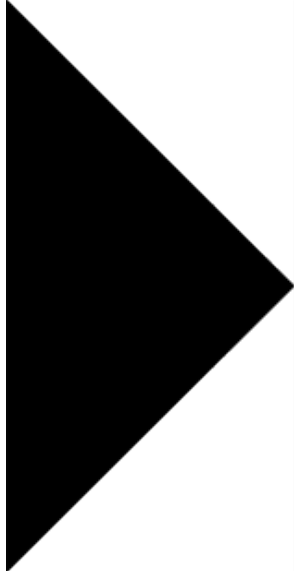
Objective: Support and participate in required evaluation efforts to assess the public health impact of OPC implementation in Burlington **(Section II.C.vi, Pg. 13.).**

The OPC Provider & City requirements:

- The City and its sub grantees will collaborate with the Department of Health and its associated contractors to complete the study as required by Act 178, supporting data collection and evaluation.
- The City and its sub grantees will participate in additional evaluation efforts that aim to provide information on the impacts of this pilot project in Burlington VT.
- The City and its sub grantees will collaborate with VDH & research entities to establish pre-implementation baseline data.

Conclusion

This phased approach provides a structured path to achieving full OPC compliance while allowing time for comprehensive planning and capacity building. By prioritizing service assessment, policy development and site search in Phase 1, the City ensures that all requirements are met before opening the OPC. The collaborative efforts between the City, OPC Partner, and technical assistance contractors will create a well-structured and sustainable harm reduction initiative in Burlington.



Burlington Overdose Prevention Center Implementation

Presented to Burlington City Council • April 28, 2025

Next Steps

-
- ✓ **April 29:** Submit City Council Approved Proposal to VDH for review
-
- ✓ **May/June:** Contract development with State
-
- ✓ **June/July:** Council Approval of State Contract, Acceptance of Grant Funds
-
- ✓ **Summer:** Sub-contract development with VCJR
-
- ✓ **Late Summer:** NPA tour & other community engagements to learn more & prepare for the formal Neighborhood Assessment
-
- ✓ **Ongoing:** Transparent communication & engagement talks with other community partners, stakeholders & organizations.
-

Phase 1:

Site Selection & Project Planning



- Community input as outlined in proposal
- Neighborhood Assessment
- Service Assessment
- Site Acquisition Plan
- Real estate market assessment
- Accessibility, zoning, ADA compliance
- Preliminary facility design
- Policy & Procedure development

Phase 2:

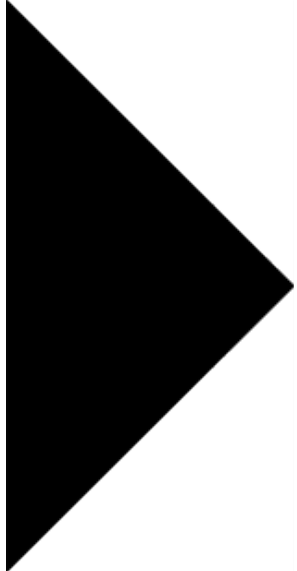
Site Setup & Service Launch

- ✓ Install harm reduction equipment
- ✓ Finalize intake protocols
- ✓ Emergency protocol training
- ✓ Submit all compliance documents 90 days prior to launch

Key Compliance Areas (Act 178 & VDH Guidelines)

- After the work session on April 14th a follow up email was sent providing follow up from the work session.
- A request for additional questions was a part of that communication.
- Open office hour was offered on April 24th and was not utilized by councilors.
- The draft sample budget was shared but is not the actual budget. That will be developed as part of the project requirements

Questions that came up after the work session

- 
- One email was sent with several good questions. A response was provided via email to the councilor.
 - The questions were focused on site selection considerations & budget allocation for the site.
 - In the draft sample budget has 700K placeholder
 - We will take all questions, suggestions, feedback etc. Into the upcoming site selection planning outlined in the proposal.

Resolution Relating to

SUPPORT OF THE FIRST AMENDMENT’S RIGHTS OF
FREE SPEECH, ASSOCIATION, A FREE PRESS, FREE
ASSOCIATION, AND DISSENT, AND THE DEFENSE
AND SUPPORT OF MOHSEN MAHDAWI, RUMEYSA
OZTURK, AND MAHMOUD KHALIL

RESOLUTION _____

Sponsor(s): Councilor(s) *Bergman,
Grant, Broderick, Neubieser, & Kane*
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, we in our nation find ourselves in a constitutional crisis where the Trump administration is acting to shatter democratic norms across the board, including but certainly not limited to those enshrined in the First Amendment of the Constitution by, among other efforts:

- Attacks and threats of incarceration and deportation to individuals legally authorized to be in our country because they expressed their opposition and difference of opinion with current government policies;
- Retaliating against lawyers who represented President Trump’s political opponents and did pro bono work for the prosecution of the President; and
- Attacks on the independent media, such as barring the Associated Press from the Oval Office when it refused to concede to the renaming of the Gulf of Mexico, removing the independent White House Correspondence Association from selecting reporters to attend White House press conferences, announcing intimidating politically-motivated investigations against NBC, CBS, ABC, and NPR, and filing chilling defamation lawsuits against major news outlets;
- Attacks on the very existence of trans and gender non-conforming people, including by executive order that directs federal agencies to reject gender identity, replace “gender” with “sex” in official materials, and ban funding for any initiatives promoting “gender ideology,” which resulted in, among many other consequences, the Department of Health and Human Services removing LGBTQ+ resources from its websites and the National Endowment of the Arts requiring grant applicants to certify they would not promote “gender ideology”;
- Gutting federal agencies charged with environmental and consumer protections, including the elimination of climate research and action that is the foundation for news and research reporting essential to weather forecasting, farming and fishing and the elimination of research and advocacy needed to address fraudulent business practices by powerful corporations;

Resolution Relating to SUPPORT OF THE FIRST AMENDMENT’S RIGHTS OF FREE SPEECH, ASSOCIATION, A FREE PRESS, FREE ASSOCIATION, AND DISSENT, AND THE DEFENSE AND SUPPORT OF MOHSEN MAHDAWI, RUMEYSA OZTURK, AND MAHMOUD KHALIL

- Attacks on Indigenous rights and sovereignty, including by, but certainly not limited to, erasing publicly available information on missing and murdered Indigenous peoples, and reverting Mount Denali’s Indigenous name to Mount McKinley;
- Breaking contract and employment rights of unionized and non-unionized federal workers and stripping away collective bargaining rights from workers who exercise their First Amendment rights through unionization by tossing out the protections of their union contracts in the name of “national security”;
- Defunding hundred millions of dollars from colleges and universities and threatening their non-profit status for refusing to comply with executive orders to dismantle Diversity, Equity, and Inclusion (“DEI”) programs, ban protest rights, and hold student groups accountable for violating restrictions on protests and attacking the very existence of trans and gender non-conforming people;
- Threatening the right to protest and dissent by claiming that opposition to immigration policies, including arrests, detentions, and deportations, is aiding and abetting terrorism and is therefore a criminal offense and by actually arresting, detaining, and deporting immigrant individuals without due process of law for exercising their First Amendment rights;
- Targeting public education, including by taking aim at the Smithsonian Institution and its museums, and education and research centers by requiring the elimination of so-called “improper, divisive, or anti-American” ideology from curricula;
- Denying and obstructing due process rights, stonewalling and disregarding judicial orders, thereby rejecting the rule of law and eliminating the right to speak in one’s defense and with an attorney in a fair and publicly accessible judicial forum;
- Defunding scientific research at colleges and universities, thereby depriving society as a whole of vital information needed to have a strong and healthy nation; and
- Attempting to deny public student loan forgiveness to graduates who go on to perform public service at nonprofits or other organizations seen as promoting DEI, pro-Palestine positions, immigrant rights, transgender individuals; and

WHEREAS, this far from exhaustive list represents the actions of an authoritarian that are part of a global assault on democracy; and

Resolution Relating to SUPPORT OF THE FIRST AMENDMENT’S RIGHTS OF FREE SPEECH, ASSOCIATION, A FREE PRESS, FREE ASSOCIATION, AND DISSENT, AND THE DEFENSE AND SUPPORT OF MOHSEN MAHDAWI, RUMEYSA OZTURK, AND MAHMOUD KHALIL

53 WHEREAS, the leading edge of authoritarianism is the assault on free speech. Authoritarians often
 54 first target the speech of those who they think are most vulnerable to repression. So far, this assault by the
 55 Trump Administration free speech has been focused especially on legal immigrants who have been exercising
 56 their free speech rights on Palestine. This is an immediate threat to all immigrant students, faculty, workers,
 57 and families in our community. It also threatens citizens’ constitutional rights. This is why Trump’s first line
 58 of attack must be our first line of united defense; and

59 WHEREAS, the First Amendment to the Constitution states, “Congress shall make no law . . .
 60 abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to
 61 petition the Government for a redress of grievances;” and

62 WHEREAS, under our Constitution, everyone present in the country, including citizens, green card
 63 holders, and those on student visas, enjoys the same free speech rights without distinction, as affirmed by the
 64 United States Supreme Court in *Bridges v. Wixon* (1945), which stated: “Freedom of speech and of press is
 65 accorded aliens residing in this country;” and

66 WHEREAS, the United States Supreme Court in *New York Times Co. v. Sullivan* (1964) upheld the
 67 principle that free speech is vital in our democracy, ruling that "debate on public issues should be uninhibited,
 68 robust, and wide-open, and that it may well include vehement, caustic, and sometimes unpleasantly
 69 sharp attacks on government and public officials;" and

70 WHEREAS, the United States Supreme Court in *NAACP v. Button*, 371 U.S. 415 (1963), held, “the
 71 Constitution protects expression and association without regard to the race, creed, or political or religious
 72 affiliation of the members of the group which invokes its shield, or to the truth, popularity, or social utility of
 73 the ideas and beliefs which are offered;” and

74 WHEREAS, the United States Declaration of Independence, in its assertion that "all men are created
 75 equal, that they are endowed by their Creator with certain unalienable Rights," recognizes that all individuals
 76 have the same right to speak freely, express dissent, and hold the government accountable;; and

77 WHEREAS, the Trump Administration used federal agents to arrest, imprison and attempt to deport
 78 Columbia University student Mahmoud Khalil, a Palestinian immigrant and legal permanent resident, who had
 79 exercised his free speech right to protest for Palestinian human rights, including by demanding a halt to US
 80 support for the Israeli government’s actions in Gaza; and

Resolution Relating to SUPPORT OF THE FIRST AMENDMENT’S RIGHTS OF FREE SPEECH, ASSOCIATION, A FREE PRESS, FREE ASSOCIATION, AND DISSENT, AND THE DEFENSE AND SUPPORT OF MOHSEN MAHDAWI, RUMEYSA OZTURK, AND MAHMOUD KHALIL

81 WHEREAS, the Trump Administration used federal agents to arrest Rumeysa Ozturk, a Turkish
82 doctoral student at Tufts University, for exercising her free speech right to co-author an op-ed piece in a
83 student newspaper calling on Tufts to engage with students on their demand to cut ties with Israel. Ozturk was
84 transported by ICE to Vermont, imprisoned in St. Albans, and flown from Burlington International Airport to
85 Louisiana for detention. A federal judge has determined that in the first instance the U.S. District Court for
86 the District of Vermont will have jurisdiction over Ozturk’s detention; and

87 WHEREAS, the Trump Administration used federal agents to arrest Columbia University student
88 Mohsen Mahdawi in Vermont on April 14, 2025. He was born and raised in a Palestinian refugee camp on the
89 West Bank. He sought to become a naturalized U.S. citizen and, at the time of his detention, was in the
90 process of building a cabin on land owned in West Fairlee, Vermont. He was an outspoken critic of Israel’s
91 military campaign in Gaza and an activist and an organizer of student protests on Columbia’s campus. He had
92 been interviewed on the CBS program 60 Minutes in 2023, during which he responded in advance to the
93 Trump administration pretext for the arrests: “to be anti-semitic is unjust—is unjust—and the fight for the
94 freedom of Palestine and the fight against anti-Semitism go hand in hand because Injustice anywhere is a
95 threat to Justice everywhere.” In response to media inquiries following his detention, Mahdawi’s attorney said
96 he was “unlawfully detained ... for no reason other than his Palestinian identity,” that he came to this country
97 hoping to be free to speak out on Palestinian rights, and he was being “punished for such speech.”; and

98 WHEREAS, in a letter he dictated on the phone on March 18 from *Immigrations and Customs (ICE)*
99 *detention in Louisiana*, Mahmoud Khalil said, “My arrest was a direct consequence of exercising my right to
100 free speech as I advocated for a free Palestine and an end to the genocide in Gaza,” and further stated, “The
101 Trump administration is targeting me as part of a broader strategy to suppress dissent. Visa-holders, green-
102 card carriers, and citizens alike will all be targeted for their political beliefs. In the weeks ahead, students,
103 advocates, and elected officials must unite to defend the right to protest for Palestine. At stake are not just our
104 voices, but the fundamental civil liberties of all.”; and

105 WHEREAS, President Trump is currently singling out Palestinian and other immigrants who have
106 spoken out using the vast power of the federal government to punish and suppress their free speech; and

107 WHEREAS, in a concurring opinion in *Whitney v. California*, 274 U.S. 357 (1927), US Supreme
108 Court Justice Louis Brandeis wrote, “Those who won our independence by revolution were not cowards. They
109 did not fear political change. They did not exalt order at the cost of liberty. To courageous, self-reliant men,
110 with confidence in the power of free and fearless reasoning applied through the processes of popular

**Resolution Relating to SUPPORT OF THE FIRST AMENDMENT’S RIGHTS OF FREE
SPEECH, ASSOCIATION, A FREE PRESS, FREE ASSOCIATION, AND DISSENT, AND THE
DEFENSE AND SUPPORT OF MOHSEN MAHDAWI, RUMEYSA OZTURK, AND MAHMOUD
KHALIL**

government, no danger flowing from speech can be deemed clear and present unless the incidence of the evil apprehended is so imminent that it may befall before there is opportunity for full discussion. If there be time to expose through discussion the falsehood and fallacies, to avert the evil by the processes of education, the remedy to be applied is more speech, not enforced silence;” and

WHEREAS, although some of us agree and some of us disagree with the views of Mohsen Mahdawi, Mahmoud Khalil, and Rumeysa Ozturk, we are all united in supporting their right to express themselves; and

WHEREAS, the Trump Administration use of political repression of immigrants to chill the fundamental and long-established First Amendment rights of all creates a constitutional crisis for all, citizen and non-citizen alike; and

WHEREAS, these inalienable rights are necessary to check arbitrary executive power; and

WHEREAS, Trump and his administration are putting the rights of all Americans at risk, threatening the most basic American values and democracy itself.

NOW, THEREFORE, BE IT RESOLVED that the City Council reaffirms its commitment to the core values of the United States Constitution, particularly the protection of the right of all citizens and non-citizens residing in the country to freedom of speech, to peaceably assemble, and the right to petition for redress of grievances, as well as the right to due process of law, which was denied to Mohsen Mahdawi, Rumeysa Ozturk, and Mahmoud Khalil; and

BE IT FURTHER RESOLVED that while Burlingtonians hold differing points of view on the opinions expressed by Mohsen Mahdawi, Mahmoud Khalil, and Rumeysa Ozturk, and while the City Council is not taking a stance on those opinions, the City Council unequivocally declares its strong support for these individuals and other immigrants targeted for their exercise of their fundamental right to criticize government policy; and

BE IT FURTHER RESOLVED that the City Council calls for the immediate release of Mohsen Mahdawi, Rumeysa Ozturk, Mahmoud Khalil; and

BE IT FURTHER RESOLVED that the City Council opposes any government actions or policies that seek to suppress or punish individuals for expressing their views on public issues, and commits to upholding the principles of free speech as a cornerstone of American democracy; and

BE IT FURTHER RESOLVED that this resolution serves as a reminder of our shared responsibility to take action to protect the rights enshrined in our Constitution and to ensure that all individuals can speak their truth without fear of retribution, censure, imprisonment, or deportation; and

**Resolution Relating to SUPPORT OF THE FIRST AMENDMENT’S RIGHTS OF FREE
SPEECH, ASSOCIATION, A FREE PRESS, FREE ASSOCIATION, AND DISSENT, AND THE
DEFENSE AND SUPPORT OF MOHSEN MAHDAWI, RUMEYSA OZTURK, AND MAHMOUD
KHALIL**

BE IT FURTHER RESOLVED that the City Council further encourages both public and private institutions of higher education to promote the free exchange of ideas without fear of retaliation, while also ensuring young people and other students have access to the educational materials to counter expressions of anti-Semitism, Islamophobia, religious bigotry of all kinds, and race, class, ethnic, gender, disability, and cultural prejudice, and similar discriminatory views; and

BE IT FURTHER RESOLVED that the Burlington City Council recognizes and affirms the language adopted by the City of Rutland’s Board of Aldermen entitled “A RESOLUTION CONDEMNING ATTACKS ON DUE PROCESS AND AFFIRMING THE CONSTITUTIONAL RIGHTS OF ALL PEOPLE IN RUTLAND” and stands with Rutland in defense of the Constitutional guarantees and protections for all people in Burlington and the United States of America regardless of their immigration or citizenship status or their personal beliefs; and

BE IT FURTHER RESOLVED that the City Council supports our Mayor's stated opposition to attacks on freedom of speech and her commitment to do everything she can to resist continued attacks on this and other constitutional rights, and we call on all employers and state and local governments to do the same; and

BE IT FURTHER RESOLVED that we call on college and university administrations to stand up to the threats and coercion, and to refuse any cooperation with federal immigration and law enforcement authorities seeking to unlawfully persecute foreign students and faculty and student dissenters."

BE IT FURTHER RESOLVED that the City Council requests that this resolution be sent by the City Clerk to the Vermont League of Cities and Towns with a request that it be forwarded to the democratically elected governing bodies of its members asking that the municipalities consider the adoption of this resolution or one substantially similar and an additional request to the League for a return communication to the Burlington City Clerk’s office telling the City what the League did with this request; and

BE IT FURTHER RESOLVED that the City Council requests that this resolution be sent to the leadership (Senate Pro Tem and Speaker of the House) of the Vermont Legislature with a call that they take a substantially similar action; and

BE IT FURTHER RESOLVED that the City Council requests that this resolution be sent to the Governor with a call that he make statements along similar lines in the strongest possible terms.

**Resolution Relating to SUPPORT OF THE FIRST AMENDMENT’S RIGHTS OF FREE
SPEECH, ASSOCIATION, A FREE PRESS, FREE ASSOCIATION, AND DISSENT, AND THE
DEFENSE AND SUPPORT OF MOHSEN MAHDAWI, RUMEYSA OZTURK, AND MAHMOUD
KHALIL**

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*GB/Resolutions 2025/ Support of the First Amendment Rights of Free Speech, Association, A Free Press, and Dissent, and Defense
and Support of Mohsen Mahwadi, Rumeysa Ozturk, and Mahmoud Khalil
4/7/2025, 4/25/25, 4/28/25*



A RESOLUTION CONDEMNING ATTACKS ON DUE PROCESS AND AFFIRMING THE CONSTITUTIONAL RIGHTS OF ALL PEOPLE IN RUTLAND

WHEREAS, the United States Constitution guarantees due process, equal protection, and fundamental rights to all persons—regardless of citizenship, immigration status, race, religion, or political belief; and

WHEREAS, recent actions by federal authorities, including the detention of legal residents in Vermont without clear justification or timely access to legal counsel, represent a dangerous escalation of government overreach and a violation of these constitutional protections; and

WHEREAS, history has shown that when the rights of any group are violated, it opens the door for similar abuses to be carried out against others—first against immigrants, then against dissenters, and eventually against anyone who does not conform to the views of those in power; and

WHEREAS, the silence of public officials in the face of such abuses amounts to complicity, and failure to act now will only embolden those who seek to dismantle the rule of law and divide our communities through fear;

NOW, THEREFORE, BE IT RESOLVED that the Board of Aldermen of the City of Rutland unequivocally condemns all violations of due process and the weaponization of government power any individuals;

BE IT FURTHER RESOLVED that the City of Rutland affirms its unwavering commitment to protecting the constitutional rights of all people in our city, regardless of citizenship status, national origin, political belief, or any other identity;

BE IT FURTHER RESOLVED that the Board of Aldermen pledges to oppose any policy or action—local, state, or federal—that targets individuals based on who they are, where they come from, or what they believe, and to defend Rutland as a community rooted in justice, accountability, and the equal dignity of all;

BE IT FURTHER RESOLVED that the Mayor, the Chief of Police, and the City Attorney shall review all relevant city policies, practices, and protocols to ensure that the City of Rutland actively upholds and protects the due process rights of all persons within its jurisdiction;

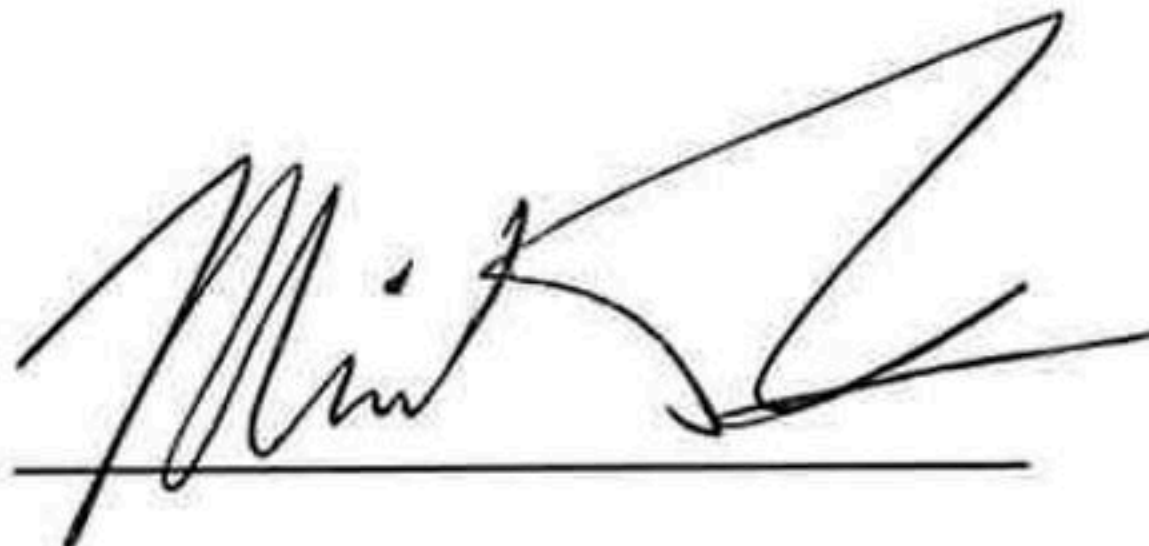
BE IT FINALLY RESOLVED that the Board of Aldermen formally invites the Chief of Police, commanders of the Rutland City Police Department, and leadership of the Rutland Police Union to sign this resolution in solidarity—affirming their shared commitment to constitutional rights, equal justice, and the safety and dignity of every member of our community.

Adopted this 21st day of April, 2025.

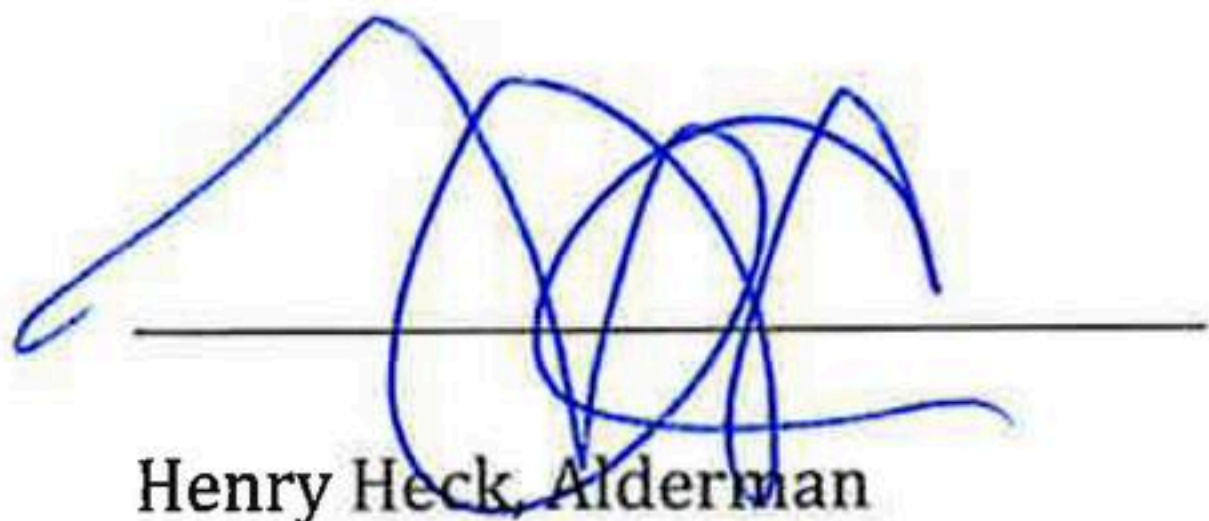
Board of Aldermen:



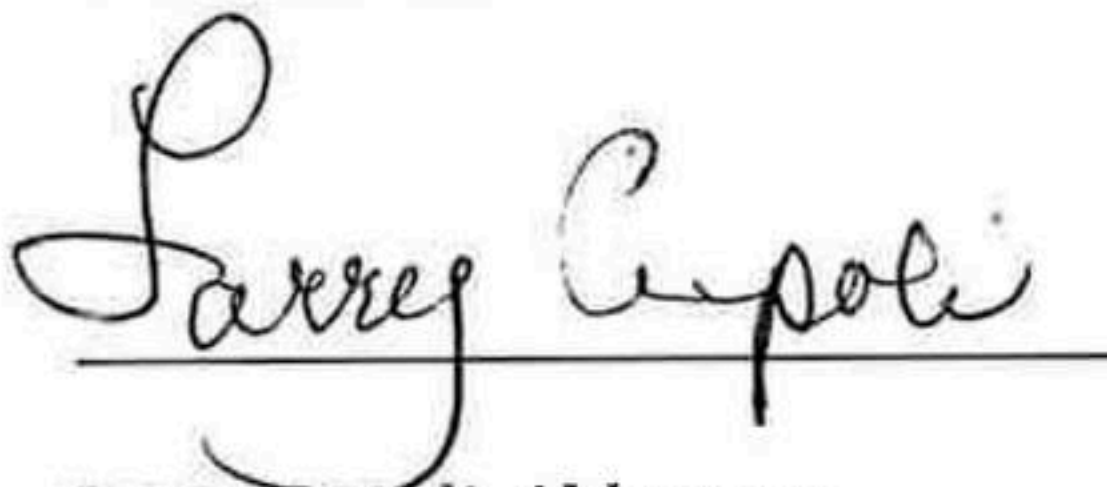
Dave Allaire, President



Michael Talbott, Alderman



Henry Heck, Alderman



Larry Cupoli, Alderman



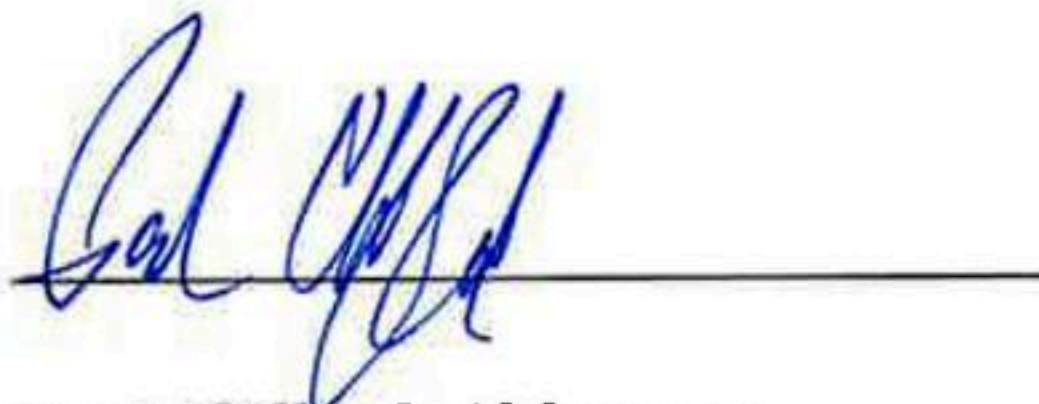
Sharon Davis, Alderman



Bill Gillam Jr., Alderman



Tom Donahue, Alderman



Paul Clifford, Alderman



Kiana McClure, Alderman



Anna Tadio, Alderman

ABSENT

Matt Whitcomb, Alderman

Resolution Relating to

SUPPORT OF THE FIRST AMENDMENT’S RIGHTS OF
FREE SPEECH, ASSOCIATION, A FREE PRESS, FREE
ASSOCIATION, AND DISSENT, AND THE DEFENSE
AND SUPPORT OF MOHSEN MAHDAWI, RUMEYSA
OZTURK, AND MAHMOUD KHALIL

RESOLUTION_____

Sponsor(s): Councilor(s) *Bergman, Grant, Broderick, Neubieser, & Kane*
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, we in our nation find ourselves in a constitutional crisis where the Trump administration is acting to shatter democratic norms across the board, including but certainly not limited to those enshrined in the First Amendment of the Constitution by, among other efforts:

- Attacks and threats of incarceration and deportation to individuals legally authorized to be in our country because they expressed their opposition and difference of opinion with current government policies;
- Retaliating against lawyers who represented President Trump’s political opponents and did pro bono work for the prosecution of the President; and
- Attacks on the independent media, such as barring the Associated Press from the Oval Office when it refused to concede to the renaming of the Gulf of Mexico, removing the independent White House Correspondence Association from selecting reporters to attend White House press conferences, announcing intimidating politically-motivated investigations against NBC, CBS, ABC, and NPR, and filing chilling defamation lawsuits against major news outlets;
- Gutting federal agencies charged with environmental and consumer protections, including the elimination of climate research and action that is the foundation for news and research reporting essential to weather forecasting, farming and fishing and the elimination of research and advocacy needed to address fraudulent business practices by powerful corporations;
- Attacks on Indigenous rights and sovereignty, including by, but certainly not limited to, erasing publicly available information on missing and murdered Indigenous peoples, and reverting Mount Denali’s Indigenous name to Mount McKinley;
- Breaking contract and employment rights of unionized and non-unionized federal workers and stripping away collective bargaining rights from workers who exercise their First Amendment rights through unionization by tossing out the protections of their union contracts in the name of “national security”;

Resolution Relating to SUPPORT OF THE FIRST AMENDMENT’S RIGHTS OF FREE SPEECH, ASSOCIATION, A FREE PRESS, FREE ASSOCIATION, AND DISSENT, AND THE DEFENSE AND SUPPORT OF MOHSEN MAHDAWI, RUMEYSA OZTURK, AND MAHMOUD KHALIL

- Defunding hundred millions of dollars from colleges and universities and threatening their non-profit status for refusing to comply with executive orders to dismantle Diversity, Equity, and Inclusion (“DEI”) programs, ban protest rights, and hold student groups accountable for violating restrictions on protests and attacking the very existence of trans and gender non-conforming people;
- Threatening the right to protest and dissent by claiming that opposition to immigration policies, including arrests, detentions, and deportations, is aiding and abetting terrorism and is therefore a criminal offense and by actually arresting, detaining, and deporting immigrant individuals without due process of law for exercising their First Amendment rights;
- Targeting public education, including by taking aim at the Smithsonian Institution and its museums, and education and research centers by requiring the elimination of so-called “improper, divisive, or anti-American” ideology from curricula;
- Denying and obstructing due process rights, stonewalling and disregarding judicial orders, thereby rejecting the rule of law and eliminating the right to speak in one’s defense and with an attorney in a fair and publicly accessible judicial forum;
- Defunding scientific research at colleges and universities, thereby depriving society as a whole of vital information needed to have a strong and healthy nation; and
- Attempting to deny public student loan forgiveness to graduates who go on to perform public service at nonprofits or other organizations seen as promoting DEI, pro-Palestine positions, immigrant rights, transgender individuals; and

WHEREAS, this far from non-exhaustive list represents the actions of an authoritarian that are part of a global assault on democracy; and

WHEREAS, the leading edge of authoritarianism is the assault on free speech. Authoritarians often first target the speech of those who they think are most vulnerable to repression. So far, this assault by the Trump Administration free speech has been focused especially on legal immigrants who have been exercising their free speech rights on Palestine. This is an immediate threat to all immigrant students, faculty, workers, and families in our community. It also threatens citizens’ constitutional rights. This is why Trump’s first line of attack must be our first line of united defense; and

WHEREAS, the First Amendment to the Constitution states, “Congress shall make no law . . .

Resolution Relating to SUPPORT OF THE FIRST AMENDMENT’S RIGHTS OF FREE SPEECH, ASSOCIATION, A FREE PRESS, FREE ASSOCIATION, AND DISSENT, AND THE DEFENSE AND SUPPORT OF MOHSEN MAHDAWI, RUMEYSA OZTURK, AND MAHMOUD KHALIL

54 abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to
55 petition the Government for a redress of grievances;” and

56 WHEREAS, under our Constitution, everyone present in the country, including citizens, green card
57 holders, and those on student visas, enjoys the same free speech rights without distinction, as affirmed by the
58 United States Supreme Court in *Bridges v. Wixon* (1945), which stated: “Freedom of speech and of press is
59 accorded aliens residing in this country;” and

60 WHEREAS, the United States Supreme Court in *New York Times Co. v. Sullivan* (1964) upheld the
61 principle that free speech is vital in our democracy, ruling that "debate on public issues should be uninhibited,
62 robust, and wide-open, and that it may well include vehement, caustic, and sometimes unpleasantly
63 sharp attacks on government and public officials;" and

64 WHEREAS, the United States Supreme Court in *NAACP v. Button*, 371 U.S. 415 (1963), held, “the
65 Constitution protects expression and association without regard to the race, creed, or political or religious
66 affiliation of the members of the group which invokes its shield, or to the truth, popularity, or social utility of
67 the ideas and beliefs which are offered;” and

68 WHEREAS, the United States Declaration of Independence, in its assertion that "all men are created
69 equal, that they are endowed by their Creator with certain unalienable Rights," recognizes that all individuals
70 have the same right to speak freely, express dissent, and hold the government accountable;; and

71 WHEREAS, the Trump Administration used federal agents to arrest, imprison and attempt to deport
72 Columbia University student Mahmoud Khalil, a Palestinian immigrant and legal permanent resident, who had
73 exercised his free speech right to protest for Palestinian human rights, including by demanding a halt to US
74 support for the Israeli government’s actions in Gaza; and

75 WHEREAS, the Trump Administration used federal agents to arrest Rumeysa Ozturk, a Turkish
76 doctoral student at Tufts University, for exercising her free speech right to co-author an op-ed piece in a
77 student newspaper calling on Tufts to engage with students on their demand to cut ties with Israel. Ozturk was
78 transported by ICE to Vermont, imprisoned in St. Albans, and flown from Burlington International Airport to
79 Louisiana for detention. A federal judge has determined that in the first instance the U.S. District Court for
80 the District of Vermont will have jurisdiction over Ozturk’s detention; and

81 WHEREAS, the Trump Administration used federal agents to arrest Columbia University student Mohsen
82 Mahdawi in Vermont on April 14, 2025. He was born and raised in a Palestinian refugee camp on the West

Resolution Relating to SUPPORT OF THE FIRST AMENDMENT’S RIGHTS OF FREE SPEECH, ASSOCIATION, A FREE PRESS, FREE ASSOCIATION, AND DISSENT, AND THE DEFENSE AND SUPPORT OF MOHSEN MAHDAWI, RUMEYSA OZTURK, AND MAHMOUD KHALIL

83 Bank. He sought to become a naturalized U.S. citizen and, at the time of his detention, was in the process of
84 building a cabin on land owned in West Fairlee, Vermont. He was an outspoken critic of Israel’s military
85 campaign in Gaza and an activist and an organizer of student protests on Columbia’s campus. He had been
86 interviewed on the CBS program 60 Minutes in 2023, during which he responded in advance to the Trump
87 administration pretext for the arrests: “to be anti-semitic is unjust—is unjust—and the fight for the freedom of
88 Palestine and the fight against anti-Semitism go hand in hand because Injustice anywhere is a threat to Justice
89 everywhere.” In response to media inquiries following his detention, Mahdawi’s attorney said he was
90 “unlawfully detained ... for no reason other than his Palestinian identity,” that he came to this country hoping
91 to be free to speak out on Palestinian rights, and he was being “punished for such speech.”; and

92 WHEREAS, in a letter he dictated on the phone on March 18 from *Immigrations and Customs (ICE)*
93 *detention in Louisiana*, Mahmoud Khalil said, “My arrest was a direct consequence of exercising my right to
94 free speech as I advocated for a free Palestine and an end to the genocide in Gaza,” and further stated, “The
95 Trump administration is targeting me as part of a broader strategy to suppress dissent. Visa-holders, green-
96 card carriers, and citizens alike will all be targeted for their political beliefs. In the weeks ahead, students,
97 advocates, and elected officials must unite to defend the right to protest for Palestine. At stake are not just our
98 voices, but the fundamental civil liberties of all.”; and

99 WHEREAS, President Trump is currently singling out Palestinian and other immigrants who have
100 spoken out using the vast power of the federal government to punish and suppress their free speech; and

101 WHEREAS, in a concurring opinion in *Whitney v. California*, 274 U.S. 357 (1927), US Supreme
102 Court Justice Louis Brandeis wrote, “Those who won our independence by revolution were not cowards. They
103 did not fear political change. They did not exalt order at the cost of liberty. To courageous, self-reliant men,
104 with confidence in the power of free and fearless reasoning applied through the processes of popular
105 government, no danger flowing from speech can be deemed clear and present unless the incidence of the evil
106 apprehended is so imminent that it may befall before there is opportunity for full discussion. If there be time to
107 expose through discussion the falsehood and fallacies, to avert the evil by the processes of education, the
108 remedy to be applied is more speech, not enforced silence;” and

109 WHEREAS, although some of us agree and some of us disagree with the views of Mohsen Mahdawi,
110 Mahmoud Khalil, and Rumeysa Ozturk, we are all united in supporting their right to express themselves; and

Resolution Relating to SUPPORT OF THE FIRST AMENDMENT’S RIGHTS OF FREE SPEECH, ASSOCIATION, A FREE PRESS, FREE ASSOCIATION, AND DISSENT, AND THE DEFENSE AND SUPPORT OF MOHSEN MAHDAWI, RUMEYSA OZTURK, AND MAHMOUD KHALIL

WHEREAS, the Trump Administration use of political repression of immigrants to chill the fundamental and long-established First Amendment rights of all creates a constitutional crisis for all, citizen and non-citizen alike; and

WHEREAS, these inalienable rights are necessary to check arbitrary executive power; and

WHEREAS, Trump and his administration are putting the rights of all Americans at risk, threatening the most basic American values and democracy itself.

NOW, THEREFORE, BE IT RESOLVED that the City Council reaffirms its commitment to the core values of the United States Constitution, particularly the protection of the right of all citizens and non-citizens residing in the country to freedom of speech, to peaceably assemble, and the right to petition for redress of grievances, as well as the right to due process of law, which was denied to Mohsen Mahdawi, Rumeysa Ozturk, and Mahmoud Khalil; and

BE IT FURTHER RESOLVED that while Burlingtonians hold differing points of view on the opinions expressed by Mohsen Mahdawi, Mahmoud Khalil, and Rumeysa Ozturk, the City Council unequivocally declares its strong support for these individuals and other immigrants targeted for their exercise of their fundamental right to criticize government policy; and

BE IT FURTHER RESOLVED that the City Council calls for the immediate release of Mohsen Mahdawi, Rumeysa Ozturk, Mahmoud Khalil; and

BE IT FURTHER RESOLVED that the City Council opposes any government actions or policies that seek to suppress or punish individuals for expressing their views on public issues, and commits to upholding the principles of free speech as a cornerstone of American democracy; and

BE IT FURTHER RESOLVED that this resolution serves as a reminder of our shared responsibility to take action to protect the rights enshrined in our Constitution and to ensure that all individuals can speak their truth without fear of retribution, censure, imprisonment, or deportation; and

BE IT FURTHER RESOLVED that the City Council further encourages both public and private institutions of higher education to promote the free exchange of ideas without fear of retaliation, while also ensuring young people and other students have access to the educational materials to counter expressions of anti-Semitism, Islamophobia, religious bigotry of all kinds, and race, class, ethnic, gender, disability, and cultural prejudice, and similar discriminatory views; and

Resolution Relating to SUPPORT OF THE FIRST AMENDMENT’S RIGHTS OF FREE SPEECH, ASSOCIATION, A FREE PRESS, FREE ASSOCIATION, AND DISSENT, AND THE DEFENSE AND SUPPORT OF MOHSEN MAHDAWI, RUMEYSA OZTURK, AND MAHMOUD KHALIL

BE IT FURTHER RESOLVED that the City Council supports our Mayor's stated opposition to attacks on freedom of speech and her commitment to do everything she can to resist continued attacks on this and other constitutional rights, and we call on all employers and state and local governments to do the same; and

BE IT FURTHER RESOLVED that we call on college and university administrations to stand up to the threats and coercion, and to refuse any cooperation with federal immigration and law enforcement authorities seeking to unlawfully persecute foreign students and faculty and student dissenters."

BE IT FURTHER RESOLVED that the City Council requests that this resolution be sent by the City Clerk to the Vermont League of Cities and Towns with a request that it be forwarded to the democratically elected governing bodies of its members asking that the municipalities consider the adoption of this resolution or one substantially similar and an additional request to the League for a return communication to the Burlington City Clerk’s office telling the City what the League did with this request; and

BE IT FURTHER RESOLVED that the City Council requests that this resolution be sent to the leadership (Senate Pro Tem and Speaker of the House) of the Vermont Legislature with a call that they take a substantially similar action; and

BE IT FURTHER RESOLVED that the City Council requests that this resolution be sent to the Governor with a call that he make statements along similar lines in the strongest possible terms.

GB/Resolutions 2025/ Support of the First Amendment Rights of Free Speech, Association, A Free Press, and Dissent, and Defense and Support of Mohsen Mahwadi, Rumeysa Ozturk, and Mahmoud Khalil
4/7/2025, 4/25/25

Resolution Relating to

SUPPORT OF THE FIRST AMENDMENT’S RIGHTS OF
FREE SPEECH, ASSOCIATION, A FREE PRESS, FREE
ASSOCIATION, AND DISSENT, AND THE DEFENSE AND
SUPPORT OF MOHSEN MAHDAWI, RUMEYSA OZTURK,
AND MAHMOUD KHALIL

****revised version****

RESOLUTION 8.5

Sponsor(s): Councilor(s) *Bergman,
Grant, Broderick, Neubieser, & Kane*
Introduced: 04/28/25
Referred to: _____

Action: adopted
Date: 04/28/25
Signed by Mayor: 05/08/25

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, we in our nation find ourselves in a constitutional crisis where the Trump administration
2 is acting to shatter democratic norms across the board, including but certainly not limited to those enshrined in
3 the First Amendment of the Constitution by, among other efforts:

- 4 • Attacks and threats of incarceration and deportation to individuals legally authorized to be in our
5 country because they expressed their opposition and difference of opinion with current government
6 policies;
- 7 • Retaliating against lawyers who represented President Trump’s political opponents and did pro
8 bono work for the prosecution of the President; and
- 9 • Attacks on the independent media, such as barring the Associated Press from the Oval Office
10 when it refused to concede to the renaming of the Gulf of Mexico, removing the independent
11 White House Correspondence Association from selecting reporters to attend White House press
12 conferences, announcing intimidating politically-motivated investigations against NBC, CBS,
13 ABC, and NPR, and filing chilling defamation lawsuits against major news outlets;
- 14 • Attacks on the very existence of trans and gender non-conforming people, including by executive
15 order that directs federal agencies to reject gender identity, replace “gender” with “sex” in official
16 materials, and ban funding for any initiatives promoting “gender ideology,” which resulted in,
17 among many other consequences, the Department of Health and Human Services removing
18 LGBTQ+ resources from its websites and the National Endowment of the Arts requiring grant
19 applicants to certify they would not promote “gender ideology”;
- 20 • Gutting federal agencies charged with environmental and consumer protections, including the
21 elimination of climate research and action that is the foundation for news and research reporting
22 essential to weather forecasting, farming and fishing and the elimination of research and advocacy
23 needed to address fraudulent business practices by powerful corporations;

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

ORIGINAL

RESOLUTION RELATING TO

.....
.....
.....

Adopted by the City Council

....., 20.....

..... Clerk

Approved....., 20.....

..... Mayor

Vol. Page

* * * * *

SUPPORT OF THE FIRST AMENDMENT’S RIGHTS OF FREE SPEECH, ASSOCIATION, A FREE PRESS, FREE ASSOCIATION, AND DISSENT, AND THE DEFENSE AND SUPPORT OF MOHSEN MAHDAWI, RUMEYSA OZTURK, AND MAHMOUD KHALIL

- Attacks on Indigenous rights and sovereignty, including by, but certainly not limited to, erasing publicly available information on missing and murdered Indigenous peoples, and reverting Mount Denali’s Indigenous name to Mount McKinley;
- Breaking contract and employment rights of unionized and non-unionized federal workers and stripping away collective bargaining rights from workers who exercise their First Amendment rights through unionization by tossing out the protections of their union contracts in the name of “national security”;
- Defunding hundred millions of dollars from colleges and universities and threatening their non-profit status for refusing to comply with executive orders to dismantle Diversity, Equity, and Inclusion (“DEI”) programs, ban protest rights, and hold student groups accountable for violating restrictions on protests and attacking the very existence of trans and gender non-conforming people;
- Threatening the right to protest and dissent by claiming that opposition to immigration policies, including arrests, detentions, and deportations, is aiding and abetting terrorism and is therefore a criminal offense and by actually arresting, detaining, and deporting immigrant individuals without due process of law for exercising their First Amendment rights;
- Targeting public education, including by taking aim at the Smithsonian Institution and its museums, and education and research centers by requiring the elimination of so-called “improper, divisive, or anti-American” ideology from curricula;
- Denying and obstructing due process rights, stonewalling and disregarding judicial orders, thereby rejecting the rule of law and eliminating the right to speak in one’s defense and with an attorney in a fair and publicly accessible judicial forum;
- Defunding scientific research at colleges and universities, thereby depriving society as a whole of vital information needed to have a strong and healthy nation; and
- Attempting to deny public student loan forgiveness to graduates who go on to perform public service at nonprofits or other organizations seen as promoting DEI, pro-Palestine positions, immigrant rights, transgender individuals; and

WHEREAS, this far from exhaustive list represents the actions of an authoritarian that are part of a global assault on democracy; and

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DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

ORIGINAL

RESOLUTION RELATING TO

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Adopted by the City Council

....., 20.....

..... Clerk

Approved....., 20.....

..... Mayor

Vol. Page

* * * * *

SUPPORT OF THE FIRST AMENDMENT’S RIGHTS OF FREE SPEECH,
ASSOCIATION, A FREE PRESS, FREE ASSOCIATION, AND DISSENT,
AND THE DEFENSE AND SUPPORT OF MOHSEN MAHDAWI,
RUMEYSA OZTURK, AND MAHMOUD KHALIL

53 WHEREAS, the leading edge of authoritarianism is the assault on free speech. Authoritarians often
54 first target the speech of those who they think are most vulnerable to repression. So far, this assault by the
55 Trump Administration free speech has been focused especially on legal immigrants who have been exercising
56 their free speech rights on Palestine. This is an immediate threat to all immigrant students, faculty, workers,
57 and families in our community. It also threatens citizens’ constitutional rights. This is why Trump’s first line
58 of attack must be our first line of united defense; and

59 WHEREAS, the First Amendment to the Constitution states, “Congress shall make no law . . .
60 abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to
61 petition the Government for a redress of grievances;” and

62 WHEREAS, under our Constitution, everyone present in the country, including citizens, green card
63 holders, and those on student visas, enjoys the same free speech rights without distinction, as affirmed by the
64 United States Supreme Court in *Bridges v. Wixon* (1945), which stated: “Freedom of speech and of press is
65 accorded aliens residing in this country;” and

66 WHEREAS, the United States Supreme Court in *New York Times Co. v. Sullivan* (1964) upheld the
67 principle that free speech is vital in our democracy, ruling that "debate on public issues should be uninhibited,
68 robust, and wide-open, and that it may well include vehement, caustic, and sometimes unpleasantly
69 sharp attacks on government and public officials;" and

70 WHEREAS, the United States Supreme Court in *NAACP v. Button*, 371 U.S. 415 (1963), held, “the
71 Constitution protects expression and association without regard to the race, creed, or political or religious
72 affiliation of the members of the group which invokes its shield, or to the truth, popularity, or social utility of
73 the ideas and beliefs which are offered;” and

74 WHEREAS, the United States Declaration of Independence, in its assertion that "all men are created
75 equal, that they are endowed by their Creator with certain unalienable Rights," recognizes that all individuals
76 have the same right to speak freely, express dissent, and hold the government accountable;; and

77 WHEREAS, the Trump Administration used federal agents to arrest, imprison and attempt to deport
78 Columbia University student Mahmoud Khalil, a Palestinian immigrant and legal permanent resident, who had
79 exercised his free speech right to protest for Palestinian human rights, including by demanding a halt to US
80 support for the Israeli government’s actions in Gaza; and

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SUPPORT OF THE FIRST AMENDMENT’S RIGHTS OF FREE SPEECH, ASSOCIATION, A FREE PRESS, FREE ASSOCIATION, AND DISSENT, AND THE DEFENSE AND SUPPORT OF MOHSEN MAHDAWI, RUMEYSA OZTURK, AND MAHMOUD KHALIL

81 WHEREAS, the Trump Administration used federal agents to arrest Rumeysa Ozturk, a Turkish
82 doctoral student at Tufts University, for exercising her free speech right to co-author an op-ed piece in a
83 student newspaper calling on Tufts to engage with students on their demand to cut ties with Israel. Ozturk was
84 transported by ICE to Vermont, imprisoned in St. Albans, and flown from Burlington International Airport to
85 Louisiana for detention. A federal judge has determined that in the first instance the U.S. District Court for
86 the District of Vermont will have jurisdiction over Ozturk’s detention; and

87 WHEREAS, the Trump Administration used federal agents to arrest Columbia University student
88 Mohsen Mahdawi in Vermont on April 14, 2025. He was born and raised in a Palestinian refugee camp on the
89 West Bank. He sought to become a naturalized U.S. citizen and, at the time of his detention, was in the
90 process of building a cabin on land owned in West Fairlee, Vermont. He was an outspoken critic of Israel’s
91 military campaign in Gaza and an activist and an organizer of student protests on Columbia’s campus. He had
92 been interviewed on the CBS program 60 Minutes in 2023, during which he responded in advance to the
93 Trump administration pretext for the arrests: “to be anti-semitic is unjust—is unjust—and the fight for the
94 freedom of Palestine and the fight against anti-Semitism go hand in hand because Injustice anywhere is a
95 threat to Justice everywhere.” In response to media inquiries following his detention, Mahdawi’s attorney said
96 he was “unlawfully detained ... for no reason other than his Palestinian identity,” that he came to this country
97 hoping to be free to speak out on Palestinian rights, and he was being “punished for such speech.”; and

98 WHEREAS, in a letter he dictated on the phone on March 18 from *Immigrations and Customs (ICE)*
99 *detention in Louisiana*, Mahmoud Khalil said, “My arrest was a direct consequence of exercising my right to
100 free speech as I advocated for a free Palestine and an end to the genocide in Gaza,” and further stated, “The
101 Trump administration is targeting me as part of a broader strategy to suppress dissent. Visa-holders, green-
102 card carriers, and citizens alike will all be targeted for their political beliefs. In the weeks ahead, students,
103 advocates, and elected officials must unite to defend the right to protest for Palestine. At stake are not just our
104 voices, but the fundamental civil liberties of all.”; and

105 WHEREAS, President Trump is currently singling out Palestinian and other immigrants who have
106 spoken out using the vast power of the federal government to punish and suppress their free speech; and

107 WHEREAS, in a concurring opinion in *Whitney v. California*, 274 U.S. 357 (1927), US Supreme
108 Court Justice Louis Brandeis wrote, “Those who won our independence by revolution were not cowards. They
109 did not fear political change. They did not exalt order at the cost of liberty. To courageous, self-reliant men,
110 with confidence in the power of free and fearless reasoning applied through the processes of popular

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Vol. Page

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Resolution Relating to

SUPPORT OF THE FIRST AMENDMENT’S RIGHTS OF FREE SPEECH, ASSOCIATION, A FREE PRESS, FREE ASSOCIATION, AND DISSENT, AND THE DEFENSE AND SUPPORT OF MOHSEN MAHDAWI, RUMEYSA OZTURK, AND MAHMOUD KHALIL

111 government, no danger flowing from speech can be deemed clear and present unless the incidence of the evil
112 apprehended is so imminent that it may befall before there is opportunity for full discussion. If there be time to
113 expose through discussion the falsehood and fallacies, to avert the evil by the processes of education, the
114 remedy to be applied is more speech, not enforced silence;” and

115 WHEREAS, although some of us agree and some of us disagree with the views of Mohsen Mahdawi,
116 Mahmoud Khalil, and Rumeysa Ozturk, we are all united in supporting their right to express themselves; and

117 WHEREAS, the Trump Administration use of political repression of immigrants to chill the
118 fundamental and long-established First Amendment rights of all creates a constitutional crisis for all, citizen
119 and non-citizen alike; and

120 WHEREAS, these inalienable rights are necessary to check arbitrary executive power; and

121 WHEREAS, Trump and his administration are putting the rights of all Americans at risk, threatening
122 the most basic American values and democracy itself;

123 NOW, THEREFORE, BE IT RESOLVED that the City Council reaffirms its commitment to the core
124 values of the United States Constitution, particularly the protection of the right of all citizens and non-citizens
125 residing in the country to freedom of speech, to peaceably assemble, and the right to petition for redress of
126 grievances, as well as the right to due process of law, which was denied to Mohsen Mahdawi, Rumeysa
127 Ozturk, and Mahmoud Khalil; and

128 BE IT FURTHER RESOLVED that while Burlingtonians hold differing points of view on the opinions
129 expressed by Mohsen Mahdawi, Mahmoud Khalil, and Rumeysa Ozturk, and while the City Council is not
130 taking a stance on those opinions, the City Council unequivocally declares its strong support for these
131 individuals and other immigrants targeted for their exercise of their fundamental right to criticize government
132 policy; and

133 BE IT FURTHER RESOLVED that the City Council calls for the immediate release of Mohsen
134 Mahdawi, Rumeysa Ozturk, Mahmoud Khalil; and

135 BE IT FURTHER RESOLVED that the City Council opposes any government actions or policies that
136 seek to suppress or punish individuals for expressing their views on public issues, and commits to upholding
137 the principles of free speech as a cornerstone of American democracy; and

138 BE IT FURTHER RESOLVED that this resolution serves as a reminder of our shared responsibility to
139 take action to protect the rights enshrined in our Constitution and to ensure that all individuals can speak their
140 truth without fear of retribution, censure, imprisonment, or deportation; and

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Vol. Page

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141 BE IT FURTHER RESOLVED that the City Council further encourages both public and private
142 institutions of higher education to promote the free exchange of ideas without fear of retaliation, while also
143 ensuring young people and other students have access to the educational materials to counter expressions of
144 anti-Semitism, Islamophobia, religious bigotry of all kinds, and race, class, ethnic, gender, disability, and
145 cultural prejudice, and similar discriminatory views; and

146 BE IT FURTHER RESOLVED that the Burlington City Council recognizes and affirms the language
147 adopted by the City of Rutland’s Board of Aldermen entitled “A RESOLUTION CONDEMNING ATTACKS
148 ON DUE PROCESS AND AFFIRMING THE CONSTITUTIONAL RIGHTS OF ALL PEOPLE IN
149 RUTLAND” and stands with Rutland in defense of the Constitutional guarantees and protections for all
150 people in Burlington and the United States of America regardless of their immigration or citizenship status or
151 their personal beliefs; and

152 BE IT FURTHER RESOLVED that the City Council supports our Mayor's stated opposition to attacks
153 on freedom of speech and her commitment to do everything she can to resist continued attacks on this and
154 other constitutional rights, and we call on all employers and state and local governments to do the same; and

155 BE IT FURTHER RESOLVED that we call on college and university administrations to stand up to
156 the threats and coercion, and to refuse any cooperation with federal immigration and law enforcement
157 authorities seeking to unlawfully persecute foreign students and faculty and student dissenters.”; and

158 BE IT FURTHER RESOLVED that the City Council requests that this resolution be sent by the City
159 Clerk to the Vermont League of Cities and Towns with a request that it be forwarded to the democratically
160 elected governing bodies of its members asking that the municipalities consider the adoption of this resolution
161 or one substantially similar and an additional request to the League for a return communication to the
162 Burlington City Clerk’s office telling the City what the League did with this request; and

163 BE IT FURTHER RESOLVED that the City Council requests that this resolution be sent to the
164 leadership (Senate Pro Tem and Speaker of the House) of the Vermont Legislature with a call that they take a
165 substantially similar action; and

166 BE IT FURTHER RESOLVED that the City Council requests that this resolution be sent to the
167 Governor with a call that he make statements along similar lines in the strongest possible terms.

168

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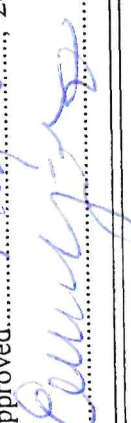
ORIGINAL

RESOLUTION RELATING TO

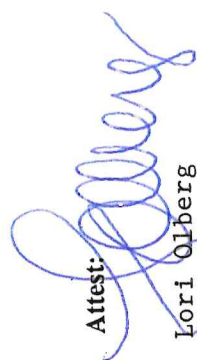
Support Of The First Amendment's Rights Of Free Speech, Association, A Free Press,
Free Association, And Dissent, And The Defense, And Support Of Mohsen Mahdawi,
Rumeysa.Ozturk,..And..Mahmoud.Khalil...

Adopted by the City Council

April 28....., 20 25.....
 Clerk

Approved..... May 8, 20 25.....
 Mayor

Vol. Page

Attest:


Lori Olberg
Council and Licensing Coordinator

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