



## Church Street Marketplace Commission

**Wednesday, September 17, 2025, 9:00 AM, Sharon Busher Conference Room, Ground Floor, City Hall/Zoom**

Zoom Link: <https://zoom.us/j/7366336595>

### **1. Adopt the Agenda**

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### **2. Adopt Minutes**

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<b>Subject</b>	<b>2.1. Adoption of Minutes</b>
Meeting	September 17, 2025 - Church Street Marketplace Commission Agenda - Wednesday, September 17, 2025, 9:00 AM, Sharon Busher Conference Room, Ground Floor, City Hall/Zoom
Category	2. Adopt Minutes
Department	Church St. Marketplace
Type	

### **3. Public Forum**

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#### **3.1. Verbal Comments**

### **4. Commissioner Updates (Marketplace Updates: Up to 5 minutes per commissioner)**

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### **5. Rescission Skinny Pancake**

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<b>Subject</b>	<b>5.1. Vote Needed</b>
Meeting	September 17, 2025 - Church Street Marketplace Commission Agenda - Wednesday, September 17, 2025, 9:00 AM, Sharon Busher Conference Room, Ground Floor, City Hall/Zoom
Type	
Department	Church St. Marketplace

#### File Attachments

- |   |  |
|---|--|
| 1. Memo - Skinny Pancake Rescission   | Memo - Skinny Pancake Rescission.pdf   |
| 2. Letter to Church Street Marketplace Commission - Skinny Pancake Cart Season 2025 | Letter to Church Street Marketplace Commission - Skinny Pancake Cart Season 2025.pdf |



Category 9. Reports  
Department Church St. Marketplace  
Type Report

**Subject 9.2. Director's Report**

Meeting September 17, 2025 - Church Street Marketplace Commission Agenda - Wednesday, September 17, 2025, 9:00 AM, Sharon Busher Conference Room, Ground Floor, City Hall/Zoom

Category 9. Reports  
Department Church St. Marketplace  
Type Report

**Subject 9.3. Chair's Report**

Meeting September 17, 2025 - Church Street Marketplace Commission Agenda - Wednesday, September 17, 2025, 9:00 AM, Sharon Busher Conference Room, Ground Floor, City Hall/Zoom

Category 9. Reports  
Department Church St. Marketplace  
Type Report

## 10. Adjournment

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**Subject 10.1. Motion to adjourn**

Meeting September 17, 2025 - Church Street Marketplace Commission Agenda - Wednesday, September 17, 2025, 9:00 AM, Sharon Busher Conference Room, Ground Floor, City Hall/Zoom

Category 10. Adjournment  
Department Council and Board  
Type  
Recommended Action

## 11. Informational and Non-Discrimination Statements

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

Meeting September 17, 2025 - Church Street Marketplace Commission Agenda - Wednesday, September 17, 2025, 9:00 AM, Sharon Busher Conference Room, Ground Floor, City Hall/Zoom

Category 11. Informational and Non-Discrimination Statements

Department Council and Board

Type



**Church Street Marketplace Commission  
Meeting Minutes  
Wednesday, August 20, 2025, 9:00 AM**

**Location:** City Hall, Bushor Conference Room, 149 Church St.  
Enter at street level  
Conference room on the right  
In-person or via Zoom: <https://zoom.us/j/7366336595>

**ATTENDANCE:** Commissioners: Mark Bouchett, Chris Haessly, Erik Monsen, Romeo Von Hermann, Linda Magoon, Sam Tolstoi (Zoom), and Cara Tobin (Zoom)

Absent: Sarah Beal and Becky Holt

Staff: Samantha McGinnis – Marketplace Director, Jessica Dudley - Marketing Manager, Aida Washburn - Projects & Event Specialist, Andrew Bacher – Marketplace Coordinator, Kara Alnasrawi – CEDO Director, a member of the public in person.

- I. COME TO ORDER
  - a. Meeting is brought to order at 9:07 am
- II. APPROVE THE AGENDA
  - a. Agenda Approved unanimously
- III. APPROVE THE MINUTES
  - a. Minutes approved unanimously
- IV. PUBLIC FORUM
  - a. Member of the public addresses the commission on a variety issues.
  - b. Public forum closed at 9:15 am
- V. MEETING PAUSED
  - a. Meeting Paused in order to deal with a technical issue with Zoom.
  - b. Reconvened at 9:15 am
- VI. COMMISSIONER UPDATES
  - a. Commissioner Hasley gives updates on a variety of topics
  - b. Commissioner updates close at 9:17 am
- VII. RECISSION MICRO MOBILE KITCHEN
  - a. Micro Mobile Kitchen requests to have contract for 2025 food cart terminated.

- b. Motion to adopt the staff recommendation brought by Commissioner Hasley, Seconded, Commissioner Monsen
- c. Discussion on the motion around consistent policy and appropriate fee for vendors looking to terminate their contract.
- d. Commissioner Magoon makes a friendly amendment to the motion: 10% of the total fee (\$150) Seconded by Commissioner Von Hermann
- e. VOTE: passes unanimously

VIII. MENU CHANGE MATHEW'S MONTREAL FAMOUS

- a. Request by Mathew's Montreal Famous to return to their original food care menu.
- b. Motion to adopt the staff recommendation brought by Commissioner Hasley, Seconded, Commissioner Magoon
- c. VOTE: Passes unanimously

IX. TREASURER'S REPORT

- a. Commissioner Tolstoi gives an overview of where the budget stands one-month into the new fiscal year. Nothing of concern.

X. DIRECTOR'S REPORT

- a. Director McGinnis gives a variety of updates including upcoming events, city wide updates, store vacancies, RFP for 62 Church and more.

XI. CHAIR'S REPORT

- a. Commissioner Bouchett gives a variety of updates including success of Sidewalk Sale, current challenges in the restaurant industry, graffiti initiative by BBA and feedback on the Mayor's Virtual Town Hall.

XII. ADJOURNAMENT

- a. Meeting is adjourned at 10:17 am



To: Church Street Marketplace Commission  
From: Andrew Bacher, Marketplace Coordinator  
CC: Samantha McGinnis, Director  
Date: September 11, 2025

Re: Fee Reduction Request - Skinny Pancake Cart Vending Contract

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**Background:** The Skinny Pancake cart joined the cart vending program in 2003 and has been a solid vendor for many years. The cart took a one-season hiatus in 2024 due to staffing challenges. For the 2025 season, Skinny Pancake applied to return to the program and was approved at the February 2025 Commission meeting. There are three other Skinny Pancake Locations in Burlington at Lake St, UVM and the Patrick Leahy International Airport. The current manager of the Skinny Pancake food cart is Kate Litke.

**Request for Rescission:** The Skinny Pancake cart operated as scheduled beginning in June 2025. However, on August 14, 2025, Kate Litke contacted Marketplace staff to inform us that the cart would cease operations for the remainder of the 2025 season due to ongoing staffing issues. She also requested a full or partial waiver of the cart vendor fees for August and September.

The cart was active on the Marketplace during the first week of August but did not vend afterward. Ms. Litke has expressed continued interest in participating in future vending seasons.

**Recommended Action:** Marketplace staff recommends the following:

- **August 2025 Fee:** No change. The cart operated during the first week of August and staff recommends the full monthly fee of **\$487.50** remain in place.
- **September 2025 Fee:** No Change. The cart was able to vend for a majority of their required contract.



September 3rd, 2025

To the Church Street Marketplace Commission,

Unfortunately, The Skinny Pancake cart will not be operating on the Church Street Marketplace for the remainder of this season.

We really enjoyed the few days we were able to get out there, especially the energy and excitement of the Fools Block Party. Unfortunately, due to ongoing staffing challenges, we have made the difficult decision to focus our resources on our core restaurant operations at this time.

Given this situation, we would be grateful if you would consider waiving our fees for the months of August and September, or coming to a mutually agreed reduced rate.

We apologize for any inconvenience this may cause and appreciate your understanding. We look forward to the possibility of being a part of the marketplace again in future seasons.

We appreciate your time and consideration on this matter.

The Skinny Pancake Team



To: Church Street Marketplace Commission  
From: Andrew Bacher, Marketplace Coordinator  
CC: Samantha McGinnis, Director  
Date: September 11, 2025

**Re: 62 Church Street RFP Review Committee Results**

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**Background:**

Since 1982, the property at 62 Church Street has been owned by the Church Street Marketplace and leased to various retail businesses. The most recent tenant vacated the space earlier this year, leaving it unoccupied. In response, the Church Street Marketplace issued a Request for Proposals (RFP) to identify a new tenant. We first posted the RFP in June 2025, and it closed on July 1. We did not receive any responses to this RFP. The RFP was reposted from August 6<sup>th</sup> - August 29<sup>th</sup>. We received two applications from this RFP. The applications were reviewed by a committee composed of City staff and Marketplace Commissioners and graded on the four criteria outlined in the RFP (see attached).

After scoring and reviewing the applications, the Committee chose to move forward with Ava Stanley's concept of a children's clothing store. She proposed an annual rent of \$20,800 which meets the requirements laid out in the RFP. Previously the annual rent was \$17,662. Ava has extensive knowledge of the space, having worked for the previous tenant for many years, is in good financial standing, with her current business free of debt and loans, and has a demonstrated a proof on concept within her first few months of operation. The Marketplace team is in the process of reviewing Stanley's financial references, personal and professional were provided, and the approval to offer her the lease opportunity for 62 Church Street is contingent on those going well.

**Recommended Action:**

The Marketplace RFP Review Committee recommends awarding a three-year lease for 62 Church Street to Ava Stanley of Olive and Ollie, contingent upon receiving a satisfactory recommendation from her financial institution. Her personal and professional references were positive.



August 6th, 2025

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Ava Stanley  
Olive & Ollie  
101 Church Street  
Burlington, VT 05401

Having built strong connections with local Church Street boutiques and gained firsthand experience working within them, I was inspired to open my own children's clothing and accessories store, Olive & Ollie. While I'm already operating at 101 Church Street, I find myself continually drawn to the space at 62 Church Street.

My previous experience managing Whim Boutique at 62 Church Street makes that address feel like a second home. I am eager to bring Olive & Ollie to the one-of-a-kind retail space there as soon as possible.

Over the past two months, it has been a pleasure to connect with customers and other downtown businesses. During this time, I've successfully grown a loyal customer base and reignited excitement among shoppers for a children's boutique in the downtown area.

Sales have been increasing each month, and right now I am looking forward to receiving fall shipments, and growing my team and customer base. To be transparent, the only thing that feels incomplete is the physical location of my shop. It's a wonderful space, but I had immediately regretted not submitting a proposal for 62 Church Street earlier this summer. I'm elated to hear that the space is still available and would love to establish a long-term business there. It would truly be an honor to keep the legacy of the space going.



## Executive Summary

Olive & Ollie is a charming and thoughtfully curated children's boutique. Catering to boys and girls aged 0-10, Olive & Ollie offers a carefully selected assortment of high-quality clothing and accessories from a diverse range of unique and sought-after brands.

- **Hand Selected Styles:** Featuring apparel, accessories, and toys that prioritize quality, style, and ethical sourcing, with a focus on both established and emerging brands.
- **Engaging Store Environment:** Creating a welcoming and playful atmosphere with thoughtful displays and interactive elements designed to engage children and families.
- **Personalized Service:** Offering expert guidance and a warm, personalized approach to assist customers in finding the perfect items for their little ones.
- **Community Focus:** Fostering a sense of community and connection among families.

Olive & Ollie is committed to enhancing the diversity and appeal of the Church Street Marketplace by attracting a new segment of customers, contributing to the local economy, and fostering a welcoming space for families to explore and connect. The store has been open for almost 3 months at 101 Church Street, and currently has no outstanding debt or loans. Olive & Ollie is well-positioned to thrive and stay a cherished addition to the downtown community.

We will operate seven days a week. From late Spring through Summer, our hours will be 10AM to 8PM Monday through Saturday, and 11AM to 6PM on Sundays. During late Fall and Winter, we will be open from 10AM to 7PM Monday through Saturday, and 11AM to 6PM on Sundays.

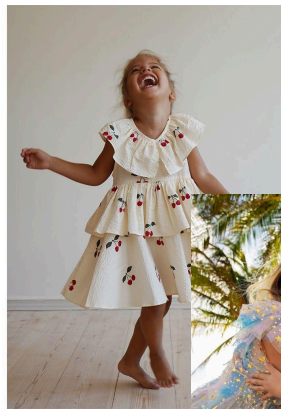
## Products

Olive & Ollie: A Curated Collection

Our Brands

At Olive & Ollie, we believe in surrounding little ones with beauty, comfort, and joy. That's why we've hand-picked a collection of brands that share our values.

- Rylee + Cru
- Tiny Cottons
- Cozmo
- Noralee
- The New Society
- Konges Sløjd
- STATE Bags
- Pink Chicken
- Mon Ami
- Oso & Me
- Quincy Mae



## Marketing & Sales

Olive & Ollie uses a mix of online and in-person strategies to reach families and build a successful business.

### Online:

- **Website:** Easy-to-use website for online shopping and learning about the store.
- **Social Media:** Active on Instagram and Facebook with eye-catching photos.
- **Online Ads:** Targeted ads on Google and social media to reach the right customers.

### In-Person:

- **Events:** Participate in local and school raffles and events.
- **Excellent Service:** Friendly and helpful staff who offer expert advice.
- **Window Displays:** Thoughtfully chosen products for the engaging window displays that will delight passersby and invite them in.

### Sales Strategies:

- **Loyalty Program:** Rewards for repeat customers.
- **Promotions:** Regular sales and discounts.
- **Gift Cards:** Make gifting easy.

### Key Focus:

- **Unique Products:** Offer a mix of well-known and new brands that families will love.
- **Welcoming Atmosphere:** Create a fun and inviting space for kids and parents.
- **Strong Customer Relationships:** Build connections with families through great service and events.

# Market Analysis

## Target Audience

Olive & Ollie caters to a diverse range of customers within the Burlington area and beyond, including:

- **Local Families:**
  - Households with children aged 0-10 residing in Burlington and surrounding towns (e.g., South Burlington, Shelburne, Winooski).
  - Focus on families who value quality, style, and unique children's products.
  - Appeal to parents seeking a convenient and enjoyable shopping experience.
- **Tourists and Visitors:**
  - Families visiting Church Street from neighboring states and Canada.
  - Individuals seeking unique and high-quality gifts for children.
  - Appeal to those who appreciate locally owned businesses and curated selections.
- **Community Members:**
  - Grandparents, aunts, uncles, and friends seeking gifts for children.
  - Individuals interested in supporting local businesses and the Church Street community.

## 2. Market Need

- **Gap in the Market:**
  - Limited options for parents seeking a diverse selection of high-quality children's clothing and accessories in the downtown area.
  - Demand for a curated shopping experience that caters specifically to the needs of families with young children.
- **Growing Trends:**
  - Increased consumer interest in ethically sourced and sustainable children's products.
  - Desire for unique and stylish children's clothing that reflects individual personalities.
  - Appreciation for experiences and community engagement, particularly among families.

## Financials

My current storefront was established using only personal cash savings, and Olive & Ollie is free of debt or loans, and I plan to do the same at 62. I am prepared to pay the initial annual rent of \$20,800 for 62 Church immediately, in addition to approximately \$4,000 for taxes and \$2,000 in fees. I do not intend to make any interior modifications to the space; only the exterior signage will be changed.

## Conclusion

As an established and dedicated member of the Church Street Marketplace community, I am deeply committed to fostering positivity and prosperity downtown. While I appreciate my current location at 101 Church, I am strongly drawn to the space at 62 Church. I believe this location would significantly benefit from a tenant who not only has a deep affection for the space but also represents a new and emerging business already thriving on the street. I also believe the location of the space will be a better fit for my business model. I am fully prepared to invest my time, energy, and resources to ensure the continued success of Olive & Ollie at 62 Church.



## Attachment B: Operating Pro Forma

<b>Income</b>	<b>Cost</b>	<b>Notes</b>	
Sales	\$195,000	Year 1 at 62 Church	
<i>*please adjust to your business needs</i>			
<b>One Time Expenses</b>			
Equipment	\$2,000	New awning	
Furniture	\$0		
<i>*please adjust to your business needs</i>			
<b>Expenses</b>			
Rent	\$20,800		
Marketplace Fees	\$6,000		
Salaries & Benefits	\$38,000		
Operational Expenses (Cost of Goods Sold)	\$83,000		
Insurance	\$1,200		
VT Business Registration	\$125		
<i>*please adjust to your business needs</i>			
<b>Other</b>			
<b>Total Gross Income</b>	\$195,000		
<b>Total Expenses</b>	\$151,125		
<b>Tax Rate</b>	11.47%		
<b>Tax Amount</b>	\$5,033		
<b>Earnings before taxes</b>	\$43,875		
<b>Net Earnings</b>	\$38,842		

January 14, 2025

To Whom It May Concern,

I am writing to recommend Ava S Stanley to be considered as a tenant for 62 Church Street.

I met Ava while she was working for my friend Rachel at Sweet Lady Jane. I knew her to be the best sales person on the street. When Sweet Lady Jane closed I immediately hired her before anyone else could.

While she was working for me, Whim had the highest sales in history- we still have not gotten back to those numbers. She worked for me before COVID, during & after. She helped me pivot and get Whim online in the first weeks of the pandemic. And when we reopened she was there- helping me with instagram LIVE events & making great content.

When Ava left to work for Commando I was at a loss but knew she needed to move on.

Ava has amazing people skills, sales, merchandising, window design, social media & more. She also knows the quiriness of the location as she worked 40 hours a week for years in all seasons.

I have been in the space for 15 years & it has allowed me to flourish as a business owner & I hope another female business owner can take my spot. I think her business idea is a solid one, and one I had dreamed of doing one day before I bought Dear Lucy. Church Street could really use a fashionable children's store. She would be in a prime spot, across from Hatley & near the new VT Teddy Bear.

Please let me know if you have any questions. I am happy to speak in front of the Commission if needed.

Best,

Melissa Desautels



## CITY OF BURLINGTON REQUEST

### FOR PROPOSALS

**Issued: August 6, 2025**

**Due: August 29, 2025**

## **I. PROJECT INTRODUCTION**

The Church Street Marketplace (“Marketplace”) is offering an exciting opportunity for a creative entrepreneur (“Operator”) to operate a retail, food or service-based business out of its 62 Church Street property (“premises”). The premise includes a main sales floor and a back portion that includes an office and bathroom for a total of 520 sq ft. The premises is located on the third block of the Marketplace, between Cherry and Bank Streets, at the entrance to Leahy Way which connects the Church Street Marketplace to the Marketplace Parking Garage.

## **II. BACKGROUND**

The historic, award-winning Church Street Marketplace District is the heart of downtown Burlington, Vermont – Vermont’s largest city and a commercial and community center for the region. Built in 1981, Burlington's Church Street Marketplace District is a business improvement district; it is managed by the Church Street Marketplace, a department of the City of Burlington, Vermont.

The Marketplace District is extensively programmed and managed to be a lively place throughout the year, hosting over 100 events annually. Restaurants, street vendors, and more than 75 retail shops lend to the magic that makes Vermont's only pedestrian mall such a beloved place for locals and tourists alike.

The 62 Church Street property was originally built in 1982 and operated as a florist shop until 2009. Most recently the space was occupied by clothing retailer Whim Boutique. The current tenant is exiting at the end of their lease in August 2025. The current rent is **\$17,662 annually**.

Although the Church Street Marketplace is a department within the City of Burlington, it is primarily funded through user fees. Approximately 70% of the Marketplace’s operating revenues are secured through a common area fee of all properties abutting the business improvement district. The remaining 30% of operating revenues are derived from user fees including sidewalk café and cart vendor fees, rent collected from the College Street Kiosk and the 62 Church Street property, and corporate sponsorships.

## **III. SCOPE OF WORK**

The Church Street Marketplace is seeking proposals that will provide Marketplace customers with a unique and complementary ground level retail, food or service experience. The Church Street Marketplace’s goals for the premises are:

- Provide an on-going revenue stream for the Church Street Marketplace's operating budget
- Provide a business owner with an opportunity to capitalize on this prime location
- Secure a three-year lease with the Operator for 62 Church Street

The City will provide:

- A retail space measuring 520 sq ft. Including an office and bathroom;
- Access to water, wastewater, and electrical service (at operator's expense);
- The Maintenance and cleaning of the ground surrounding the premises; and
- Programming and marketing of Church Street Marketplace.

The successful Operator will be expected to:

- Be responsible for maintenance (including graffiti removal), repairs, and improvements of 62 Church Street both interior and exterior of the premises.
- Offer retail items, food and/or beverage, or service experience to visitors of the Church Street Marketplace
- Provide on-site waste, recycling and composting receptacles and disposal of all waste recycling and composting.
- Pay for all utilities provided to the premises -- water/sewage, electricity, phone if desired; no other charges or fees shall be imposed by the commission other than those described
- Pay for City of Burlington property tax (approx. \$4,000 annually) and Church Street Marketplace fees (approx. \$2,000 annually).
- Provide staffing and management of the premises to operate for a minimum of 8-12 hours/day and a minimum of 6 days a week year-round. 7 days per week is encouraged and will positively impact the application. A schedule outside of this is permissible upon approval of the Marketplace.
- Obtain any and all permits and licenses required to operate their business. Design and construction are subject to the City's building codes, fire safety and zoning as well as approval from the Director of the Church Street Marketplace.

#### **IV. RESPONSE FORMAT**

Responses should include the following information:

##### **Cover Letter**

- A brief synopsis of your proposal
- A statement of your understanding of the project
- Why your proposal is the most appropriate for the premises

##### **Specific Restaurant, Retail, or Service Experience**

- A summary of your experience and expertise with operation of similar facilities, including information on past experiences.

- A statement of capacity indicating ability to successfully operate a business, solely or with a collaborator, including current staffing capacity and a plan to staff the premises for the required minimum hours of operation.
- Indicate if your company has been a party in any legal suit in the past five years that may have a material impact on your company's ability to perform its duties with respect to your proposed services. If so, please explain.

**List of References**

- A minimum of two references than can speak to the applicant's execution of similar services in the past five years. Include the name, phone number, email address as well as a description of their role.
- A reference that can speak to the applicant's financial stability i.e. bank, landlord. Include the name, phone number, email address as well as a description of their role.
- Contact information for former or current lessor for retail or restaurant space (if applicable).

**Concept**

- Description of the business you propose for the premises, including description of services, retail and/or food items to be sold including expected price points.
- Images of branding for your business.
- Explain how your experience in the community will ensure maximum patron satisfaction and convenience.

**Financials**

- Provide an operating pro forma, using attached template for the first (1) year of operation at the level of activity described above, accounting for all revenues and expenses associated with the operation of the premises. Identify the sources and amounts of the revenue you propose as a result of this activity
- Provide a proposal for annual rent for the full duration of the three-year lease. Starting rent must be \$20,800, not including marketplace fees and taxes.

**V. CONTRACTOR SELECTION**

Proposals will be reviewed and evaluated by a committee made up of members of the Church Street Marketplace Commission and City of Burlington Staff. Additional information may be requested prior to final selection. The selected vendor shall be willing to enter into an agreement similar to the Draft Agreement in Attachment C.

**Interviews and Negotiations**

The review committee may engage in individual discussions with two or more respondents deemed fully qualified, responsible, and suitable on the basis of initial responses and with emphasis on professional competence and experience to provide the required services for this project.

At the conclusion of discussions and on the basis of evaluation factors as stated in the Request for Proposals and information developed in the selection process, the review committee shall develop a final ranking of the proposals. Negotiations shall be conducted beginning with the respondent ranked first for the project. If a contract satisfactory and advantageous to the Marketplace can be negotiated at a price considered fair and reasonable, the award shall be made to the applicant. Otherwise, negotiations conducted with the respondent deemed first shall be formally terminated and negotiations conducted with the applicant deemed second, and so on until such a contract can be negotiated at a fair and reasonable price.

**Evaluation Criteria and Assigned Weight**

Proposals shall be evaluated based on the criteria listed below. Each proposal shall contain responses to evaluation criteria items one through six in a concise and easily identifiable manner. Information and/or factors gathered during interviews, discussions and/or negotiations also shall be utilized in the final selection decision.

<p><b>Experience &amp; Qualifications</b></p> <p>Applicants will be graded based on previous business operations, business legal standing, the experience of the applicant and/or applicants’ partners and their understanding and mastery of their industry. Consideration will be made to knowledge of the local community and sourcing.</p>	<p>30 pts</p>
<p><b>Business Concept</b></p> <p>Demonstrates a unique and complementary ground level retail, food or service experience for the Marketplace.</p>	<p>35 pts</p>
<p><b>Continued on next page -</b></p> <p><b>References, Business Standing &amp; Prior Lessor Evaluation</b></p> <p>City of Burlington will contact all references, follow-up with current or previous town/city tax departments to ensure good standing and contact current or previous landlords/lessors of rented space the applicant has utilized for place of business.</p>	<p>20 pts</p>
<p><b>Financial Feasibility</b></p> <p>Demonstrates financially feasible business model, including total financial return to the Marketplace.</p>	<p>15 pts</p>
<p><b>Total Possible Points</b></p>	<p>100 pts</p>

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

After reviewing the proposals and selecting a preferred vendor, the committee will make its recommendation to the Church Street Marketplace District Commission at its Wednesday, July 16 meeting. A license agreement will be initiated between the selected partner and the City of Burlington. The license agreement will then need to be approved as soon as the Board of Finance next convenes and City Council (standard procedure) at its next conveying. The final lease signing will take place after City Council approval.

## **VI. SUBMISSIONS**

Proposals should be submitted via email to:

Samantha McGinnis  
Assistant Director, Downtown Projects and Events  
Business and Workforce Development, City of Burlington,  
[smcginnis@burlingtonvt.gov](mailto:smcginnis@burlingtonvt.gov)

### **Tentative Selection Schedule**

RFP Posted: August 6, 2025  
Site Visit (Optional) - August 13, 2025  
Questions Due – August 15, 2025  
Answers Posted – August 18, 2025  
Application Period Closes – August 29, 2025  
Application Review Period – September 1 – September 10, 2025  
CSM Commission Vote – September 17, 2025  
Board of Finance – September 29, 2025  
City Council Approval – September 29, 2025  
Lease Signing – TBD

## **VII. ATTACHMENTS**

Attachment A: 62 Church Street Land Plot  
Attachment B: Operating Pro Forma Template  
Attachment C: Draft Contract Template  
Attachment D: Burlington Standard Contract Conditions  
Attachment D-1: Standard Insurance Conditions & Indemnification  
Attachment E: Burlington Livable Wage Ordinance Certification  
Attachment G: Burlington Union Deterrence Ordinance Certification

## **VIII. AGREEMENT REQUIREMENTS**

The selected vendor must be an entity in good standing and registered with the Vermont Secretary of State's Office to do business in the State of Vermont.

The selected vendor 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 Standard Conditions (Attachment C) and the attached Draft Agreement (Attachment B). Any objections to the City's standard contract should be submitted as part of the proposal.

## **IX. LIMITATION OF LIABILITY**

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

## **X. COST ASSOCIATED WITH PROPOSAL**

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

## **XI. INDEMNIFICATION**

Any party responding to this RFP is acting in an independent capacity and not as an officer or employee of the City. Any party responding to this Request for Proposals will be required to indemnify, defend, and hold harmless the City, its officers, and employees from all liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the responding party's acts and/or omissions in or related to the response.

## **XII. REJECTION OF PROPOSALS**

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

## **XII. OWNERSHIP OF DOCUMENTS**

Any materials submitted to the City in response to this Request for Proposals shall become the

property of the City unless another arrangement is made by written agreement between the City and the responding party. The responding party may retain copies of the original documents.

### **XIII. DUTY TO INFORM CITY OF BID DOCUMENT ERRORS**

If a proposer knows, suspects, or has reasonable cause to believe, that an error or omission exists in this RFP, the proposer immediately shall give the City written notice thereof.

### **XIV. 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.

### **XV. PUBLIC HEALTH EMERGENCIES**

Proposers are advised that public health emergencies, as declared by the City, the State of Vermont, or the Federal government may introduce significant uncertainty into the project, including disruption of timelines or revised practices. The contractor shall consider public health emergencies as they develop project schedules and advance the work.

The City may require a public health emergency plan be submitted as part of the bid. This plan will contain:

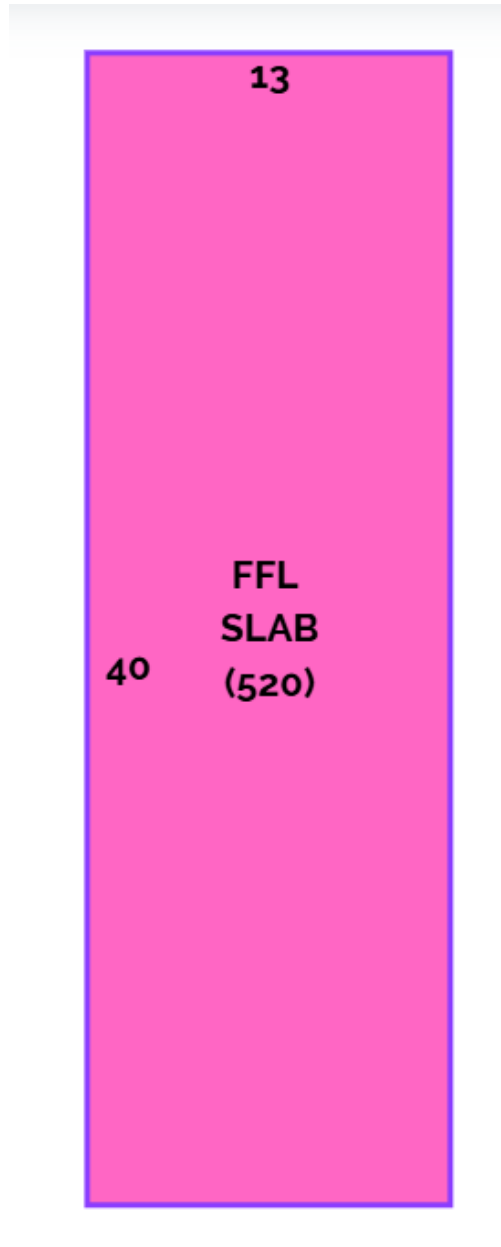
- 1) Measures to manage risk and ensure that potential impacts to safety and mobility are mitigated in accordance with health and safety standards and guidelines proposed by local, state, and federal agencies (see attached Draft Contract and Attachment C);
- 2) A schedule for possible updates to the plan in advance of the start of work (see attached Draft Contract); and
- 3) Means to adjust the schedule and sequence of work should the emergency change in nature or duration.

The City will have sole discretion to approve, deny, or require changes to this plan as a condition of consideration of the bid, will retain the right to inspect all work to ensure compliance with health and safety standards, and may at any time require the contractor to stop work because of the emergency. 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 public emergencies but will not be compensable.

## **XVI. 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.

**Attachment A:  
62 Church Street Land Plot**



## Attachment B: Operating Pro Forma

<b>Income</b>	<b>Cost</b>	<b>Notes</b>	
Sales			
<i>*please adjust to your business needs</i>			
<b>One Time Expenses</b>			
Equipment			
Furniture			
<i>*please adjust to your business needs</i>			
<b>Expenses</b>			
Rent			
Marketplace Fees			
Salaries & Benefits			
Operational Expenses (Cost of Goods Sold)			
Insurance			
VT Business Registration			
<i>*please adjust to your business needs</i>			
<b>Other</b>			
<b>Total Gross Income</b>			
<b>Total Expenses</b>			
<b>Tax Rate</b>			
<b>Tax Amount</b>			
<b>Earnings before taxes</b>			
<b>Net Earnings</b>			

**Attachment C:  
DRAFT Contract**

**CITY OF BURLINGTON  
DRAFT LEASE AGREEMENT  
WITH  
OPERATOR**

This Lease Agreement (“Lease”) is entered into by and between the City of Burlington, acting by and through the Church Street Marketplace Department (“City”), and Lessee, \_\_\_\_\_, d/b/a \_\_\_\_\_ (“Lessee”), a Vermont corporation authorized to do business in the State of Vermont with a principal place of business at \_\_\_\_\_, \_\_\_\_\_, VT \_\_\_\_\_. The City and Lessee agree to the terms and conditions of this Lease.

**1. EFFECTIVE DATE AND NOTICE OF NONLIABILITY**

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

**2. RECITALS**

- A. **Authority.** Authority to enter into this Lease exists in the City Charter. Required approvals, clearance, and coordination have been accomplished from and within each Party.
  
- B. **Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Lease.
  
- C. **Purpose.** The City owns and operates a building located at 62 Church Street in Burlington, Vermont. The City and Lessee wish to enter into an agreement leasing certain portions of the Marketplace’s premises to Lessee to further and carry out the purposes of the operation of the retail, food or service. This Lease establishes the conditions and terms of Lessee’s use of the Leased Premises.

- D. **References.** All references in this Lease to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments, are references to sections subsections, exhibits, or other attachments contained herein or incorporated as part of this Lease, unless otherwise noted.

### 3. DEFINITIONS

- A. **“Leased Premises”** means the City-owned building and ground space known and numbered as 62 Church Street in Burlington, Vermont, which consists of approximately 520 square feet of building space. A description and map of the Leased Premises are included as Attachment A.
- B. **“Effective Date”** means the date on which this Lease is approved and signed by the City, as shown on the signature page of this Lease.
- C. **“Hazardous Substance”** means and includes, but shall not be limited to, any element, substance, compound or mixture, including disease-causing agents, which after release into the environment or work place and upon exposure, ingestion, inhalation or assimilation into any organism, either directly or indirectly, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction or physical deformations in such organisms or their offspring, and all hazardous and toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), or any other similar substances, or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, CERCLA, and regulations adopted pursuant to such Acts, the Toxic Substances Control Act of 1976, as heretofore or currently in effect (“TSCA”) and the Resource Conservation and Recovery Act of 1976, as heretofore or currently in effect (“RCRA”).
- D. **“Lease”** means this Lease Agreement, its terms and conditions, attachments, and documents incorporated by reference under the terms of this Lease.
- E. **“Party”** means the City or Lessee and **“Parties”** means the City and Lessee.
- F. **“Termination Event”** means any event described in Section 16.B.i. (Termination by the City – Breach)

#### 4. TERM AND RENEWAL TERM(S)

- A. **Initial Term.** This Lease and the Parties' respective performance shall commence on the Effective Date and expire on \_\_\_\_\_, 2028.

#### 5. LEASE—USES AND PURPOSES

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

- A. **Use.** Unless otherwise approved in writing by the City, Lessee shall use and occupy the Leased Premises for its food or retail service operations.
- B. **Upkeep and Utilities.** Lessee shall furnish to the Leased Premises and pay all charges for telephone service, sewage service, stormwater, trash and/or hazardous waste removal, janitorial service, water, electric power, heat, gas, air conditioning and other utilities of every kind.
- C. **Condition.** Lessee shall keep and maintain all parts of the Leased Premises—including related and associated appurtenances—in good condition, order and repair during the term of this Lease. Such actions include but are not limited to: painting, lighting, removal of ground side snow and garbage, landscaping, replacement of broken glass with glass the same size and quality of that broken, and utility services.
- D. **Sublease.** Lessee shall not sublease any portion of the Leased Premises without the express prior written approval of the City
- E. **Compliance with Law.** Lessee shall observe and comply with any and all present and future requirements of the constituted public authority and with all federal, state, or local statutes, ordinances, regulations, standards, conditions, and agreements applicable to Lessee for its use of the Leased Premises, including, but not limited to, ordinances, rules and regulations promulgated from time to time by or at the direction of the City for the administration of the Church Street Marketplace. Further, Lessee shall—at its own expense—submit to and comply with the requirements of all state and federal regulatory agencies or municipal boards having jurisdiction over the construction of any fixed

improvements on the Leased Premises, including, but not limited to, any Environmental Board or Board of Health.

- F. **ADA.** Lessee shall—at its own expense—comply with the standards for accessible design known as the Americans with Disabilities Act (“ADA”) Accessibility Guidelines in connection with any new construction or alteration of the Leased Premises. Lessee shall bear the burden of this obligation regardless of whether any such Agency or Board shall require that the City be the applicant of record.
  
- G. **Waste and Nuisance.** Lessee shall not make any actionable waste or nuisance upon the Leased Premises and shall not do or permit to be done anything which may result in the creation, commission, or maintenance of any such waste or nuisance on said premises or the Church Street Marketplace. Lessee shall properly handle, remove, and dispose of any and all lubricants and/or hazardous waste and maintain the Leased Premises in a clean and safe condition.
  
- H. **Improvements.** Should Lessee desire to make infrastructure and Lessee-specific modifications or improvements to the Leased Premises, Lessee shall obtain advanced written approval by the City. Lessee shall be solely responsible for all costs associated with improvements without reimbursement or further consideration from the City. All approved additions or improvements must comply with the standards for accessible design known as the Americans with Disabilities Act Accessibility Guidelines and shall, on expiration or termination of this Lease, belong to the City without compensation to Lessee.
  
- I. **Supervision.** Lessee shall ensure that the management, maintenance, and operation of the Leased Premises shall at all times be under the supervision and direction of an active, qualified, competent representative of Lessee, and Lessee shall identify its representative, and any successor, in writing to the City.

**6. MAINTENANCE AND CONDITIONS OF USE OF PREMISES**

- A. LESSEE shall maintain the PROPERTY in a manner which, in the sole discretion of the CITY, befits the appearance of the Church Street Marketplace. LESSEE is responsible for the maintenance of the inside and exterior of the PROPERTY; the CITY is responsible for maintenance at ground level around the PROPERTY.
- B. If failure to perform maintenance in the manner deemed appropriate by the CITY shall continue for thirty (30) days after written notice thereof, the CITY may contract with others for maintenance of the PROPERTY. In such event, LESSEE shall be responsible for all such costs.
- C. LESSEE shall repair any damage to the PROPERTY
- D. caused by or arising from operation of its business. If LESSEE fails to make such repairs or replacements promptly, the CITY may, at its option, make such repairs or replacements, and LESSEE shall repay the cost(s) thereof. In case of damage by fire or other elements, or other causes beyond the control of LESSEE, such as to

make the PROPERTY untenable or substantially unfit for use by LESSEE, if the cost of repair or reconstruction exceeds the extent of insurance proceeds, then LESSEE may terminate this Lease Agreement upon reasonable notice to the CITY. The CITY shall not be liable to LESSEE for losses due to theft, burglary, or other casualty, or for damages done by persons on the PROPERTY.

- E. LESSEE shall be responsible for cleaning the PROPERTY including but not limited to window washing. Window washing shall occur bi-weekly.
- F. LESSEE shall be responsible for all graffiti removal on the exterior of the PROPERTY.
- G. LESSEE shall be responsible for all trash removal and will not use Church Street Marketplace litter receptacles for disposal.
- H. LESSEE shall recycle all appropriate materials.
- I. LESSEE will, within its control, maintain a barrier-free walkway 9 ft. or more in width along the northern and western portions of the PROPERTY at all times; i.e. no inventory, stock, supplies, or signs, etc. will be allowed in such walkway.
- J. LESSEE at all times shall operate the business in an orderly manner. LESSEE shall not, with intent to cause public inconvenience or annoyance, engage in fighting or in violent, tumultuous behavior, make unreasonable noise, use abusive or obscene language, make an obscene gesture, obstruct vehicular or pedestrian traffic, or engage in any conduct which is proscribed by Chapter 19 of Title 13 of Vermont Statutes Annotated.

## 7. RENT

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

A. **Leased Space Rent.** Lessee shall pay the City rent for access and use of the Leased Premises at a rate of \_\_\_\_\_ (\$\_\_\_\_.00) per month, which represents approximately \$[ ] per square foot per month for the 520 square feet of first floor rental space at 62 Church Street.

B. **Time for Payment.** Lessee shall make the rental payment due under this §6 on or before the first day of each calendar month during the term of this Lease. Payment shall be made to:

Church Street Marketplace Office, 131 Church Street, Suite 209, Burlington, Vermont 05401.

C. **Electronic Payment.** The City shall have the right, on not less than thirty (30) days prior written notice to Lessee (the "Electronic Payment Notice"), to require Lessee to make subsequent payments of monthly rent, any additional back rent, and other monies due pursuant to the terms of this Lease by means of electronic funds transfer determined by the City in its sole and absolute discretion (the "Electronic Payment"). The Electronic Payment Notice shall set forth the proper bank ABA number, account number and designation of

the account to which such Electronic Payment shall be made. Lessee shall promptly notify the City in writing of any additional information that will be required to establish and maintain Electronic Payment from Lessee's bank or financial institution. The City shall have the right, after at least ten (10) days prior written notice to Lessee, to change the name of the depository for receipt of any Electronic Payment and to discontinue payment of any sum by Electronic Payment."

- D. **Late Payment.** Any required payment which has not been paid when due shall incur interest at the rate of 1.5% per month, in addition to a 5% penalty. Any amounts owed with penalty thereon for a period in excess of one year shall be increased by additional eighteen (18%) applied annually to the total amount owed.

## 8. CITY OBLIGATIONS

- A. **Access.** The City shall ensure reasonable ingress and egress to and from the Leased Premises.
- B. **Snow Removal.** The City shall provide for snow removal from access roads.

## 9. ENTRY OF LEASED PREMISES

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

- A. **Inspection.** To inspect the Leased Premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Lessee has complied and is complying with the terms and conditions of this Lease. Lessee shall provide the Director of the Church Street Marketplace with serviceable keys to the Property permit the exercise of the City's rights hereunder; or
- B. **Facilities.** To perform essential maintenance, repair, relocation or removal of existing underground or overhead wires, pipes, drains, cables and conduits now located on or across the Leased Premises, and to construct, maintain, repair, relocate and remove such facilities in the future if necessary to carry out the master plan of development of the City provided, however, that said work shall in no event disrupt or unduly interfere with the operations of Lessee. Nothing herein shall be construed to impose upon the City any obligations to construct or maintain or to make repairs, replacements, alterations or additions, or shall create any liability for any failure to do so. Lessee is and shall be in exclusive possession

of the Leased Premises and the City shall not, in any event, be liable for any damage to the premises or any property of Lessee or any other persons located in or thereupon, other than to repair or remedy such damage as may be occasioned by negligence of the City, its employees or agents.

## 10. TAXES AND ASSESSMENTS

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

Lessee shall be responsible for paying all applicable property taxes for the Property during the term of this Lease Agreement. For the entire term of this lease agreement, all the appropriate fiscal year property taxes for the Property, as listed on the Property Tax Payment Schedule set by the City Council and located at 149 Church Street, shall be paid by Lessee to the CITY when a bill for said taxes is presented.

B. **Common Area Fees**

Lessee shall be responsible for paying all applicable common area fees to the City. The computation for common area fees shall include all elements applied by the Church Street Marketplace Commission in the setting of Common Area fees for Marketplace properties on Church Street. For the term of this Lease Agreement the appropriate fiscal year common area fee for the Lease Premises that is set forth on the common area fee payment schedule set by the City Charter shall be due and payable by Lessee the CITY.

C. **Common Area Fee Formula Negotiation**

In the event that the formula used to determine the common area fees for Church Street property owners for any fiscal year during the term of this Lease Agreement is changed such that a simple mathematical calculation of the amounts due CITY from Lessee for the rights granted hereby cannot be made, the parties agree to negotiate the amounts owed CITY for such year or years which amount(s) shall not be less than the amount(s) paid for the preceding fiscal year.

## 11. INSURANCE

Lessee shall provide a certificate of insurance including relevant endorsements in accordance with Attachment B hereto.

## 12. INDEMNIFICATION & LIABILITY

- A. **Indemnification.** Lessee shall indemnify, defend, and hold harmless the City, its officers,

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

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

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

Lessee shall reimburse the City for costs associated with violations issued by state and federal regulatory authorities resulting from Lessee's misconduct, incompetence, or negligence as determined by the City.

**B. Liability.** The City shall not be liable to the Lessee, any assignees claiming by, through,

or under Lessee, any subtenants claiming, by, through, or under Lessee, and any of their respective agents, contractors, employees, and invitees, for any injury to or death of any person or persons or the damage to or theft, destruction, loss, or loss of use of any property or inconvenience (collectively and individually a “loss”) caused by casualty, theft, fire, third parties, repair, or failure to repair, or alteration of any part of this building, or any other cause, unless due to the negligence or willful misconduct of any indemnified party, in whole or in part.

### 13. HAZARDOUS WASTES

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

### 14. WARRANTIES AND REPRESENTATIONS

- A. **Regarding the Leased Premises.** The City represents that it is the owner of the Leased Premises or the authorized representative or agent of said owner. During the terms of this Lease, the City represents and warrants that the Lessee may have, hold, and enjoy peaceful and uninterrupted possession of the Leased Premises and rights herein leased and granted, subject to performance by Lessee of its obligations herein.
  
- B. **Regarding Legal Authority.** Lessee warrants that it possesses the legal authority to enter

into this Lease and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Lease and to bind Lessee to its terms. The person signing and executing this Lease on behalf of Lessee hereby represents, warrants, and, guarantees that they have full authorization to do so. If requested by the City, Lessee shall provide the City with proof of Lessee's authority to enter into this Lease within 15 days of receiving such a request.

## 1. CASUALTY

2. If the Leased Premises are damaged by fire, flood, or another casualty, either Party may terminate this Lease within 30 days of the date the terminating Party becomes aware of such occurrence if, in the opinion of the terminating Party, the Leased Premises have been so damaged as to render them wholly or partially untenable or unfit for the Lessee's purposes. If so elected, the terminating Party shall give the other Party written notice to the City and termination shall be effective 30 days from the date of mailing of the notice of termination.

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

## 3. TITLE TO IMPROVEMENTS

Upon the expiration or termination of this Lease, all permanently fixed improvements made upon the Leased Premises by Lessee shall become a part of the realty and remain on the Leased Premises as the property of the City. Lessee shall not be entitled to compensation of any kind for such improvements nor shall the City be required to provide Lessee with any consideration of any kind for such improvements.

## 4. TERMINATION

In addition to the termination rights granted in other sections of this Lease, the Parties may terminate this Lease in accordance with this **§16**.

A. **Breach.** The failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner constitutes a breach.

## B. Termination by the City.

- (i) **Breach.** The City may terminate this Lease, if Lessee fails to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, including, but not limited to, the following conditions:
- a. **Past Due.** If Lessee fails to pay required rental charges or money payments more than thirty (30) days after a due date.
  - b. **Abandonment.** If Lessee or any approved sub-lessee voluntarily abandons or discontinues the conduct and operation of its service at the Kiosk for a continuous period of sixty (60) days.
  - c. **Bankruptcy.** The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Lessee, or the appointment of a receiver or similar officer for Lessee or any of its property, which is not vacated or fully stayed within twenty (20) days after the institution or occurrence thereof, shall constitute a breach.
  - d. **Public safety.** If terminating the lease is reasonably necessary to preserve public safety or to prevent an immediate public crisis.
- (ii) **Notice and Cure Period.** In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within thirty (30) days, or if a cure of the breach has not begun within 30 days and pursued with due diligence, the non-breaching Party may terminate this Lease by sending a notice of termination, which shall be effective thirty (30) days after the notice of termination is sent. Notwithstanding anything to the contrary herein, the City, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Lease in whole or in part if reasonably necessary to preserve public safety or to prevent an immediate public crisis.
- (iii) **Repeated Breaches.** If the same Termination Event has occurred on four separate occasions during any rolling 12-month period (having been duly remedied or waived on each occasion), a cure period for remedying the next occurrence of such Termination Event occurring within the relevant 12-month rolling period will only be available if City so permits in its sole discretion.

(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.

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

(i) **Injunction.** The issuance by any court of competent jurisdiction of an injunction, order, or decree preventing or restraining the use by Lessee of all or any substantial part of the Leased Premises or preventing or restraining the use of the Kiosk for usual Church Street Marketplace purposes in its entirety, or the use of any part thereof which may be used by Lessee and which is necessary for Lessee's operations on the Kiosk which remains in force, unvacated or unstayed for a period of at least sixty (60) days.

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

## 15. CONDITION ON TERMINATION

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

## 16. LIENS

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

## 17. HOLDING OVER

In the event Lessee shall hold over and remain in possession of the Leased Premises after

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

## **18. FORCE MAJEURE**

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

## **19. PUBLIC EMERGENCIES**

Lessee must comply with all local, state, federal orders, directives, regulations, guidance, advisories during public emergencies. Public emergencies include, but are not limited to, national, state and local security emergencies; public health emergencies and pandemics; evacuations; chemical spills; shelter-in-place alerts; severe weather advisories; boil water advisories; and roadway interruptions. A Lessee's failure to comply with any local, state, federal orders, directives, regulations, guidance, or advisories during a public emergency shall constitute a breach of the Lease pursuant to Section 17 (Termination). The City shall have sole discretion in determining if Lessee is compliant with the above. If a public emergency is declared, the City will not be responsible for any expenses or losses incurred as a result of any public emergency.

## **20. DISPUTE RESOLUTION**

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

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

## 21. NOTICES AND REPRESENTATIVES

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

For the City:                   Samantha McGinnis  
  131 Church Street, Suite 209 Burlington, VT 05401  
  802.735.5572  
  [Smcginnis@burlingtonvt.gov](mailto:Smcginnis@burlingtonvt.gov)

For Lessee:

## 22. GENERAL CIVIL RIGHTS PROVISIONS

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

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

### COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this Lease, the Lessee, for itself, its assignees, and successors in interest, agrees as follows:

- B. Compliance with Regulations:** The Lessee will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

C. **Nondiscrimination:** The Lessee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

D. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Lessee of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

#### E. **FEDERAL CIVIL RIGHTS PROVISION**

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

A. The Lessee shall maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Authorities such that no person on the grounds of race, color, or national origin, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. In all solicitations, either by competitive bidding, or negotiation made by Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by Lessee of Lessee's obligations under this Agreement and the Nondiscrimination Acts and Authorities.

C. In the event of breach of any of the above non-discrimination covenants, the City shall have the right to terminate the Agreement and re-enter and repossess the underlying property and facilities and hold the same as if the Agreement had never been made or issued.

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

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

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

#### **G. LIVABLE WAGE**

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

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

#### **H. MORTGAGES**

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

#### **I. ESTOPPEL CERTIFICATE**

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

#### **J. BROKER COMMISSIONS**

The City shall have no obligation to pay any real estate commissions to any agents or brokers claiming by or through Lessee, and without prejudice to Lessee's general indemnification and defense obligation hereunder, Lessee agrees to indemnify and hold harmless the City for all

claims or demands of any other real estate agent or broker claiming by, through, or under Lessee. This indemnification shall also include payment of costs and attorney fees incurred by the City in defense of a claim for such real estate commissions or fees.

## K. GENERAL PROVISIONS

- A. **Assignment.** Lessee shall not assign this Lease or sublet any part of the Leased Premises without the expressed written consent of the City.
- B. **Binding Effect.** All provisions of this Lease, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.
- C. **Captions.** The captions and headings in this Lease are for convenience of reference only and shall not be used to interpret, define, or limit its provisions.
- D. **Counterparts.** This Lease may be executed in multiple identical counterparts, all of which shall constitute one agreement.
- E. **Entire Understanding.** This Lease represents the complete integration of all understandings between the Parties and all prior representations and understandings—oral or written—are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein. By and through execution of this Lease, the prior temporary license agreement executed between the Parties as of Fall 2024 is extinguished and supplanted hereby.
- F. **Extinguishment and Replacement.** This Lease extinguishes and replaces any prior leases between the Parties related to the Leased Premises upon the Effective Date hereof.
- G. **Modification.** Modifications of this Lease shall not be effective unless agreed to in writing by both Parties in a formal written amendment to this Lease, properly executed and approved by both Parties.
- H. **Interpretation.** The language in all parts of this Lease shall in all cases be construed simply according to its fair meaning and not strictly construed against the City. This Lease shall be construed and performance thereof shall be determined in accordance with the laws of the State of Vermont.

- I. **Severability.** Provided this Lease can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable, and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.
  
- J. **Survival of Certain Lease Terms.** Notwithstanding anything herein to the contrary, provisions of this Lease requiring continued performance, compliance, or effect after expiration or termination shall survive such expiration or termination and shall be enforceable by the City if Lessee fails to perform or comply as required.
  
- K. **Third Party Beneficiaries.** Enforcement of this Lease and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Lease are incidental to the Lease and do not create any rights for such third parties.
  
- L. **Waiver.** No acceptance by the City of rentals, fees, charges or other payments in whole or in part, for any period or periods after a default of any of the terms, covenants, and conditions hereof, to be performed, kept or observed by Lessee, shall be deemed a waiver of any right on the part of the City to terminate this Lease. A waiver by the City of any breach of a term, provision, or requirement of this Lease or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.
  
- M. **Public Records.** All records submitted to the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of the City. All records considered to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, shall be identified by Lessee, as shall all other records considered to be exempt under the Act. It is not sufficient to merely state generally that a document or record is proprietary, a trade secret, or otherwise exempt. Particular records, pages, or sections that are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.
  
- N. **Illegal Substance.** Lessee, Lessee's employees, and Lessee's patrons are prohibited from possessing, using, transporting, cultivating, selling, growing, or donating any substance prohibited under local, state, or federal law, including but not limited to marijuana.
  
- O. **Attorneys' Fees.** In case of any dispute arising from this Agreement, the prevailing party

shall be entitled to reasonable attorneys' fees and costs.

- P. **Municipal Rights.** Nothing herein shall be deemed a waiver of Landlord's regulatory authority as a city.

#### L. **ATTACHMENTS**

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

A. **Attachment A:** Leased Premises Description and Map

B. **Attachment B:** Insurance Requirements

C. **Attachment C:** Certificate of Insurance

— *Signature Pages to Follow* —

**Attachment D:  
Burlington Standard Contract Conditions**

**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 sub-contractors, if any.

5. **PLANS, RECORDS, AND AVAILABLE DATA:** The City agrees to make available, at no charge, for the Contractor’s use all available data related to the Contract including any preliminary plans, maps, drawings, photographs, reports, traffic data, calculations, EDM, valuable papers, topographic survey, utility location plats, or any other pertinent public records.

6. **PERSONNEL REQUIREMENTS AND CONDITIONS:** The Contractor shall employ only qualified personnel with appropriate and valid licensure, to the extent a license is required for the work performed. The City shall have the right to approve or disapprove key personnel assigned to administer activities related to the Contract.

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

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

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

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

7. **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.
8. **DESIGN STANDARDS:** Unless otherwise specifically provided for in the Contract, or directed in writing, Contractor services, studies or designs, that include or make reference to plans, specifications, special provisions, computations, estimates, or other data shall be in conformance with applicable City, state, and federal specifications, manuals, codes or regulations, including supplements to or revisions thereof, adopted prior to or during the duration of this Contract. In case of any conflict with the guidelines referenced, the Contractor is responsible to identify and follow any course of direction provided by the City.
9. **RESPONSIBILITY FOR SUPERVISION:** The Contractor shall assume primary responsibility for general supervision of Contractor employees and their sub-Contractors for all work performed under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions and contents of work performed under the Contract. The Contractor shall be responsible to the City for all acts or omissions of its sub-contractors and any other person performing work under this Contract.

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

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

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

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

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

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

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

13. **PUBLIC RELATIONS:** Whenever it is necessary to perform work in the field, particularly with respect to reconnaissance, the Contractor will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Contractor shall conduct themselves with propriety. The Contractor agrees to inform property owners and/or tenants, in a timely manner, if there is need for entering upon private property as an agent of the City, in accordance with 19 V.S.A. § 35 and §.503, to accomplish the work under the

Contract. The Contractor agrees that any work will be done with minimum damage to the land and disturbance to the owner. Upon request of the Contractor, the City shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the Contractor is acting as an agent of the City.

14. **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.

**15. 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.

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

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

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

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

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

Upon completion of all services covered under the Contract and payment of the agreed upon fee, the Contract with its mutual obligations shall end.

17. **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.
  
18. **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.

19. **CHANGES AND AMENDMENTS:** No changes or amendments to the Work of the Contract shall be effective unless documented in writing and signed by authorized representatives of the City and the Contractor.

20. **EXTENSION OF TIME:** The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by the Contractor for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Contract. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the City may decide. Time extensions shall be granted by amendment, only for excusable delays, such as delays beyond the control of the Contractor and without the fault or negligence of the Contractor.

**21. 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.

22. **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.

23. **PAYMENT FOR EXTRA WORK, ADDITIONAL SERVICES OR CHANGES:** The City may, in writing, and without invalidating the Contract, require changes resulting from revision or abandonment of work already performed by the Contractor or changes in the scope of work.

The value of such changes, to the extent not reflected in other payments to the Contractor, shall be incorporated in an amendment and be determined by mutual agreement. Any adjustments of this nature shall be executed under the appropriate fee established in the Contract, based on the adjusted quantity of work.

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

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

24. **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.

25. **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.

26. **ACCEPTANCE OF FINAL PAYMENT; RELEASE:** Contractor's acceptance of the final payment shall be a release in full of all claims against the City or its agents arising out of or by reason of the Work. Any payment, however, final or otherwise, shall not release the Contractor or their sureties from any obligations under the Contract Documents or any performance or payment bond.
27. **OWNERSHIP OF THE WORK:** The Contractor agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the Contractor, hereafter referred to as "instruments of professional service", shall become the property of the City as they are prepared and/or developed during execution of the Contract. The Contractor agrees to allow the City access to all "instruments of professional service" at any time. The Contractor shall not copyright any material originating under the Contract without prior written approval of the City. No publications or publicity of the work, in part or in total, shall be made without the express written agreement of the City, except that Contractor may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.
28. **PROPRIETARY RIGHTS:** The Parties under the Contract hereby mutually agree that, if patentable discoveries or inventions should result from work performed by the Contractors under the Contract, all rights accruing from such discoveries or inventions shall be the sole property of the Contractor. The Contractor, however, agrees to and does hereby grant to the City an irrevocable, nonexclusive, non-transferable, and royalty--free license to the manufacture, use, and disposition of any discovery or invention that may be developed as a part of the Work under the Contract.
29. **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.
30. **RECORDS RETENTION AND ACCESS:** The Contractor agrees to retain, in its files, and to produce to the City—within the time periods requested—all books, documents, Electronic Data Media (EDM), accounting records, and other records produced or acquired by the Contractor in the performance of this Contract which are related to the City, at any time during

this Contract and for a period of at least three (3) years after its completion or termination. In addition, if any audit, claim, or litigation is commenced before the expiration of that three (3) year period, the records shall be retained until all related audits, claims, or litigation are resolved. The Contractor further agrees that the City shall have access to all the above information for the purpose of review and audit during the Contract period and anytime within the aforementioned retention period. Copies of all of the above referenced information shall be provided to the City, if requested, in the format in which the records were obtained, created, or maintained, such that their original use and purpose can be achieved. Contractor, sub-Contractors, or their representatives performing work related to the Contract, are responsible to ensure that all data and information created or stored on EDM is secure and can be duplicated and used if the EDM mechanism is subjected to power outage, obsolescence, or damage.

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 19-21.

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

- ii. Proceedings for Relief of Debtors: If a federal or state proceeding for relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, then the City may immediately terminate this contract.
- iii. Dishonest Conduct: If Contractor engages in any dishonest conduct related to the performance or administration of this Contract then the City may immediately terminate this contract.
- iv. Cover: In the event the City terminates this contract as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services, interest, or other charges the City incurs to cover.
- v. Rights and Remedies Not Exclusive: The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

Provisions of the Contract shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both Parties. If, for any reason,

a provision in the Contract is unenforceable or invalid, that provision shall be deemed severed from the Contract, and the remaining provisions shall be carried out with the same force and effect as if the severed provisions had never been a part of the Contract.

35. **CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY:** During performance of the Contract, the Contractor will not discriminate against any employee or applicant for employment because of religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status, or genetic information. Contractor, and any sub-contractors, shall comply with any Federal, State, or local law, statute, regulation, Executive Order, or rule that applies to it or the services to be provided under this contract concerning equal employment, fair employment practices, affirmative action, or prohibitions on discrimination or harassment in employment.
36. **CHILD SUPPORT PAYMENTS:** By signing the Contract, the Contractor certifies, as of the date of signing the Contract, that the Contractor (a) is not under an obligation to pay child support; or (b) is under such an obligation and is in good standing with respect to that obligation; or (c) has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan. If the Contractor is a sole proprietorship, the Contractor's statement applies only to the proprietor. If the Contractor is a partnership, the Contractor's statement applies to all general partners with a permanent residence in Vermont. If the Contractor is a corporation, this provision does not apply.
37. **TAX REQUIREMENTS:** By signing the Contract, the Contractor certifies, as required by law under 32 VSA, Section 3113, that under the pains and penalties of perjury, that the Contractor is in good standing with respect to payment, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date of signature on the Contract.
38. **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.
39. **ASSIGNMENT:** Contractor shall not sublet or assign this Work, or any part of it, without the written consent of the City. If any sub-contractor is approved, Contractor shall be responsible and liable for all acts or omissions of that sub-contractor for any Work performed. If any sub-contractor is approved, Contractor shall be responsible to ensure that the sub-contractor is paid as agreed and that no lien is placed on any City property.
40. **TRANSFERS, SUBLETTING, ETC:** The Contractor shall not assign, sublet, or transfer any interest in the work, covered by this Contract, without prior written consent of the City, and further, if any sub-contractor participates in any work involving additional services, the estimated extent and cost of the contemplated work must receive prior written consent of the

City. The approval or consent to assign or sublet any portion of the work, shall in no way relieve the Contractor of responsibility for the performance of that portion of the work so transferred. The form of the sub-contractor's contract shall be as developed by the Contractor and approved by the City. The Contractor shall ensure that insurance coverage exists for any operations to be performed by any sub-contractor as specified in the insurance requirements section of this Contract.

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

41. **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.
42. **INTERPRETATION & IMPLEMENTATION:** Provisions of the Contract shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both Parties.
43. **ARM'S LENGTH:** This Contract has been negotiated at arm's length, and any ambiguity in any of its terms or provisions shall be interpreted in accordance with the intent of the Parties and not against or in favor of either the City or Contractor.
44. **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.

45. **CHOICE OF LAW:** Vermont law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract, 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.
46. **JURISDICTION:** All suits or actions related to this Contract shall be filed and proceedings held in the State of Vermont, notwithstanding any other law.
47. **BINDING EFFECT AND CONTINUITY:** This Contract shall be binding upon and shall inure to the benefit of the Parties, their' respective heirs, successors, representatives, and assigns. If a dispute arises between the Parties, each Party will continue to perform its obligations under this Contract during the resolution of the dispute, until the Contract is terminated in accordance with its terms.
48. **SEVERABILITY:** The invalidity or unenforceability of any provision of this Contract, shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.
49. **ENTIRE CONTRACT & AGREEMENT:** This Contract constitutes the entire Contract, agreement, and understanding of the Parties with respect to the subject matter of this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.
50. **APPENDICES:** The City may attach to these conditions appendices containing various forms and typical sample sheets for guidance and assistance to the 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.
51. **NO THIRD PARTY BENEFICIARIES:** This Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.
52. **WAIVER:** 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.

**Attachment E:  
Standard Insurance Conditions & 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](http://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

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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 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:

- Bodily Injury by Accident: \$500,000 each accident
- 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. 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:

(b) \$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.

D. Umbrella/Excess Liability:

1. \$1,000,000 Each Event Limit
2. \$1,000,000 General Aggregate Limit
3. Umbrella/Excess Liability is excess above Commercial General Liability, Automobile Liability, and Workers' Compensation/Employer Liability.

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 (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.

**Attachment F:  
Burlington Livable Wage Ordinance Certification**

**Attachment G:**  
**Burlington Union Deterrence Ordinance Certification**

## ARTICLE VI. LIVABLE WAGES<sup>1</sup>

### 21-80 Findings and purpose.

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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.

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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.**

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(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.**

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(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.**

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(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.**

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(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.**

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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.**

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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.**

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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.**

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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 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

## Church Street Marketplace 62 Church Street RFP Review Rubric

**Business Owner Name:**

**Business Name:**

<p><b>Experience &amp; Qualifications</b></p> <p>Applicants will be graded based on previous business operations, business legal standing, the experience of the applicant and/or applicants' partners and their understanding and mastery of their industry. Consideration will be made to knowledge of the local community and sourcing.</p>	<p><b>/30 pts</b></p>
<p><b>Business Concept</b></p> <p>Demonstrates a unique and complementary ground level retail, food or service experience for the Marketplace.</p>	<p><b>/35 pts</b></p>
<p><b>References, Business Standing &amp; Prior Lessor Evaluation</b></p> <p>City of Burlington will contact all references, follow-up with current or previous town/city tax departments to ensure good standing and contact current or previous landlords/lessors of rented space the applicant has utilized for place of business.</p>	<p><b>/20 pts</b></p>
<p><b>Financial Feasibility</b></p> <p>Demonstrates financially feasible business model, including total financial return to the Marketplace.</p>	<p><b>/15 pts</b></p>
<p><b>Total Possible Points</b></p>	<p><b>/100 pts</b></p>



To: Church Street Marketplace Commission  
From: Samantha McGinnis, Director  
Date: September 11, 2025

**Re: New Public Art on the Marketplace**

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**Background:** The goal of the Main Street project, as a part of the Great Streets initiative, is to ensure that Burlington residents have a downtown that is a vibrant, accessible, and sustainable urban center. The City of Burlington is commissioning four public artworks to be integrated into the renovation of Main Street between South Winooski and Pine Street. These public art installations will add to the vibrancy of Burlington’s downtown. The Burlington City Arts (BCA), in partnership with The Department for Public Works (DPW), posted an initial call to artists for qualifications in 2022. Where 135 qualifications were submitted in the first phase, and from that number, the BCA and DPW selected 15 finalists to make proposals. In February of 2023, each of these finalists, received a stipend of \$1,000 to develop their proposals. Finalists presented their proposals to a review panel and the panel selected the four artists in spring 2023 for the Main Street Project. Since then, the BCA and DPW have been working to finalize design concept and identify installation locations.

BCA and DPW identified a piece that would be well-suited to the northeast corner of the Church and Main Street intersection on the Marketplace. The piece identified for this space, *Block by Block*, is by a Vermont based artist named Noa Younse. *Block by Block* consists of a main sculpture that will be anchored at the corner of Church and Main, with three satellite elements positioned nearer to Main and South Winooski. The bases will be designed to withstand the practical wear and tear of daily city life, while also blending seamlessly with the surrounding concrete. The main sculpture will be installed in-line with the tree pits off the south side of Honey Road at the Church and Main Street intersection. All maintenance and upkeep of the sculpture will be the responsibility of the BCA.

**Recommended Action:**

Marketplace staff recommend approving the installation of *Block by Block* on the Church Street Marketplace.

Please note, this document is adapted from the Artist's original proposal and has been subsequently updated by BCA to reflect new information



# Block by Block

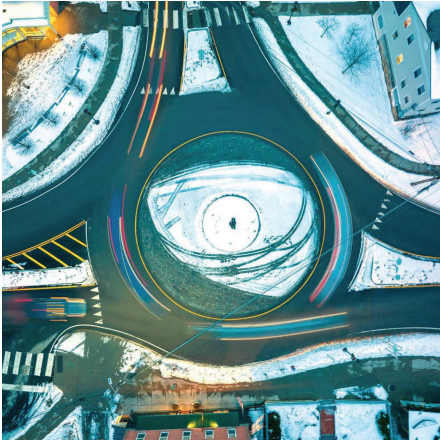
**Great Streets Initiative: Main Street Project**

*A public art proposal by Noa Younse and Brian Brush*

*Local Inspiration*



Phoebe Lo - Ascension via Instagram



Caleb Kenna - Morning Cruise. Shoreham, Vermont via Instagram



Bren Alvarez - File Under So. Co., Waiting for... via Flickr/Don Shall



Clark Derbes - Mural via Seven Days

Owen and Lucas Marchessault Flag of Burlington via wikipedia



Block by Block

## ***About Block by Block***

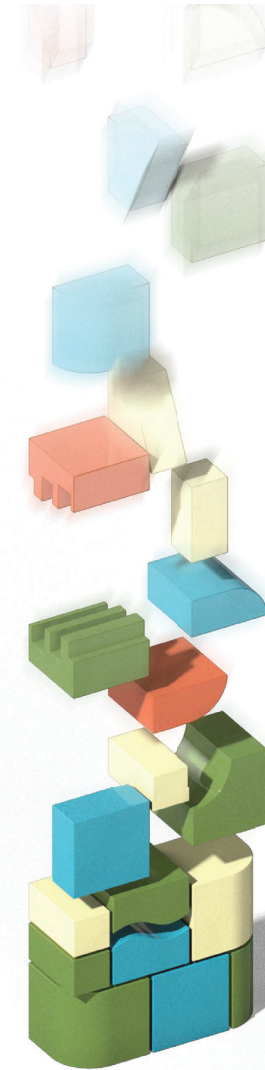
Burlington is a tapestry of neighborhoods, peoples, ideals and cultures. The richness of its character stems from its diversity of communities combining to form a uniquely urban city in only a way that Vermont can. This concept of disparate parts coming together to build something new is the root of Block by Block. Though each individual component may have its own characteristics, they can find a way to build off of common ground and generate a variegated patchwork. In this instance, a variety of different abstract elements comprise a kind of monolith which illustrates the beauty in cooperation and moving forward together.

The piece is meant to attract and captivate pedestrians, cyclists, and motorists too, with its colorful palette and intriguing form. The varied scales of perception add visual interest: from a distance the structure might look like a tall obscure pattern shooting up from the ground; up close the varied nature of the building blocks and the almost path-like voids between them might draw people in for a closer inspection. While most blocks are simple volumes, a few represent the different characteristics of Burlington. The Lake, City, and Mountain are visualized with unique stylized forms, and depending on the placement of the piece it is entirely possible to create something specific to a particular district, building, or shop.

The work is conceived as a modular composition. The tallest form will rise between nine and ten feet, while three smaller companions—ranging from two to three feet—will create a varied rhythm across the site. Each block will be crafted in stainless steel, cut and shaped with precision, then finished with durable exterior paint and a protective anti-graffiti coating. This combination of material and finish ensures resilience against both climate and time, allowing the piece to remain vibrant within Burlington’s streetscape.

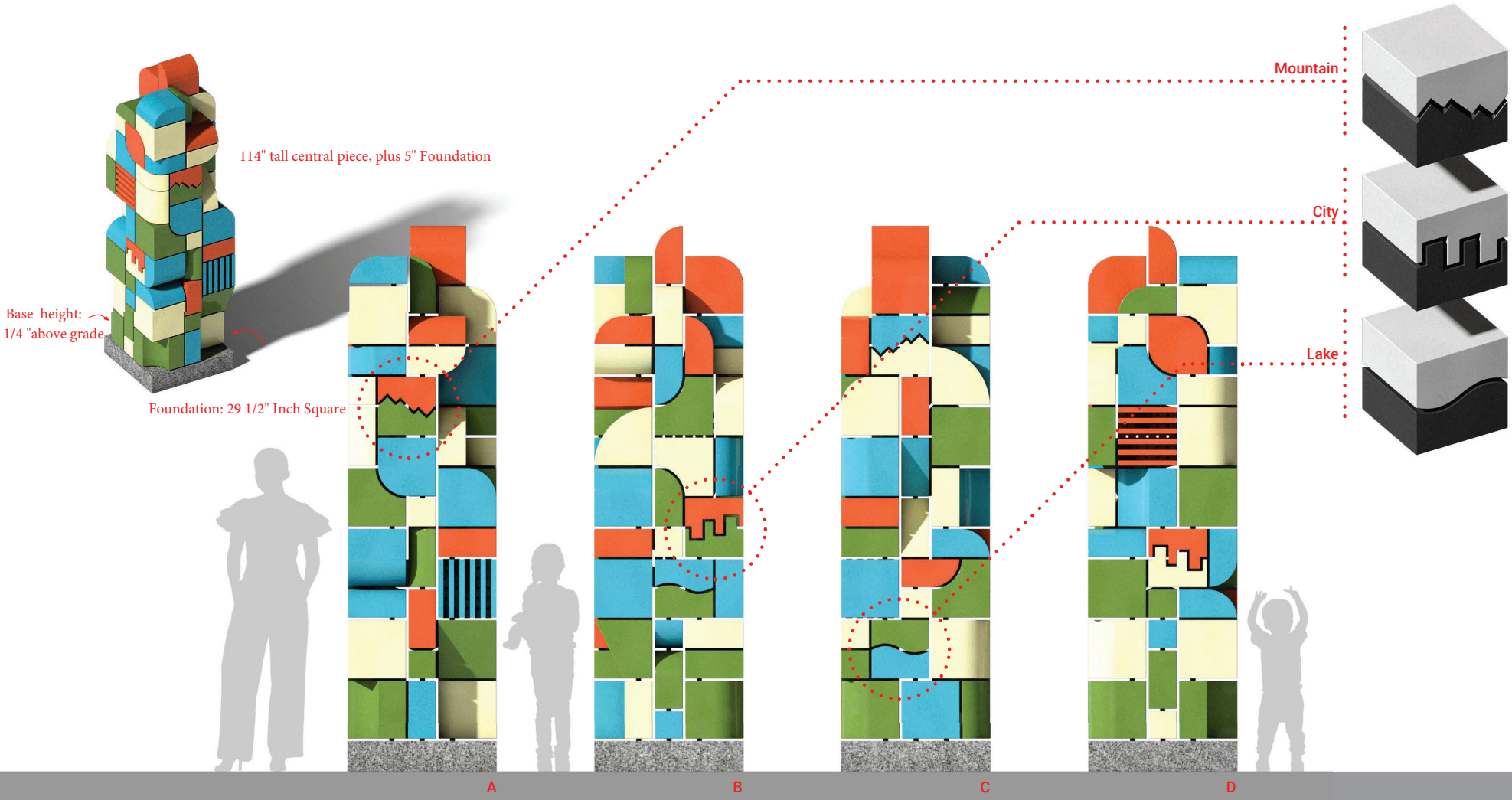
The sculpture will be anchored at the corner of Church and Main, with three satellite elements positioned nearer to Main and South Winooski. Their bases, subtly lifted above the sidewalk, are designed to withstand the practical wear of daily city life while blending seamlessly with the surrounding concrete. This thoughtful integration emphasizes the artwork itself, while ensuring its long-term presence in the public realm.

Ultimately, Block by Block is a celebration of Burlington’s diversity and inclusiveness. As the city continues to evolve, the sculpture offers a symbol of shared progress—an invitation to see strength not in uniformity, but in the harmony of many parts moving forward together.





Elevations and Specific Parts Callout



## Possible Sites and Inclusion of Markers



The primary structure could be located at one of these intersections with a marker location within direct view. This would allow for additional small configurations of the volumes to be made into markers and placed across the street from the main piece, unifying the intersection. These small instances could also dot the new streetscape as ubiquitous markers, helping to playfully connect the entire project.

Three smaller marker pieces will be 36", 20" 24" tall  
Each will sit on a 11 1/4 inch concrete base, 5" 1/4 tall.

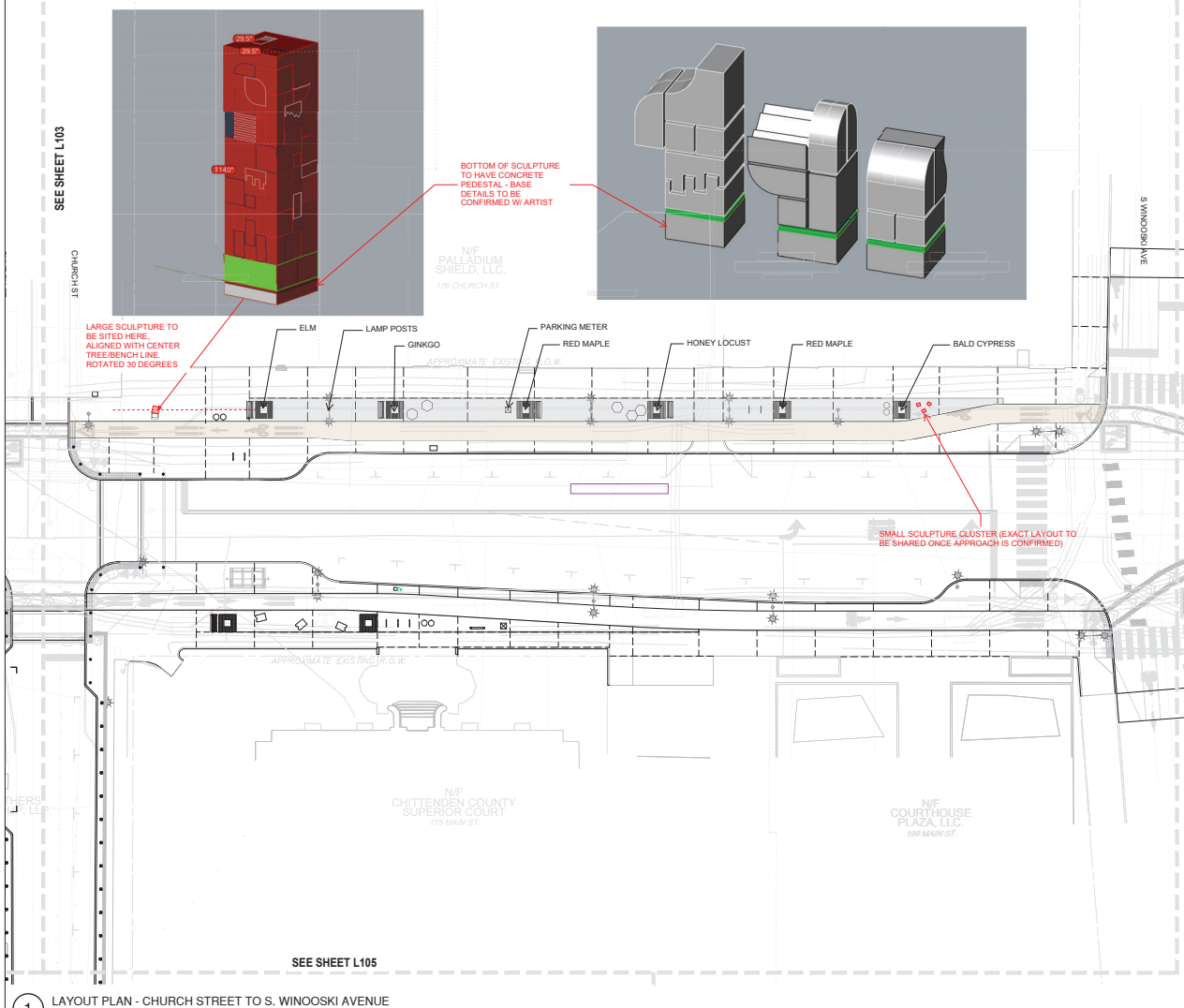


A proposal by Noe Young and Brian Brush

Block by Block

9

**NOA'S ART LOCATION SKETCH**  
NOT FOR CONSTRUCTION



- PRIMARY LARGE SCULPTURE
- SMALL SCULPTURE CLUSTER (CONCEPTUAL, EXACT LAYOUT TO BE CONFIRMED WITH ARTIST)

**LAYOUT NOTES:**  
1. SEE SHEET L101 FOR LAYOUT NOTES.

- LEGEND:**
- RIGHT OF WAY
  - PROPERTY LINE
  - ▬ BENCH TYPE A (1 L506)
  - ▬ BENCH TYPE B (2 L506)
  - ▣ TREE GRATE (1 L509)
  - LITTER & RECYCLING RECEPTACLE (1 L507)
  - ▬ STANDARD BIKE RACK (1 L508)
  - ⊙ REMOVABLE BOLLARD (2 L507)
  - ⊠ FIXED BOLLARD (2 L511)
  - ⊠ PARKING KIOSK (2 L509)
  - ▬ BULLETIN BOARD (3 L508)
  - PLANTER RAIL (5 L504)
  - EXPANSION JOINT (2 L500)
  - PA PLANTED AREA
  - ⊙ POINT OF BEGINNING

1 LAYOUT PLAN - CHURCH STREET TO S. WINOOSKI AVENUE  
SCALE: 1" = 20'

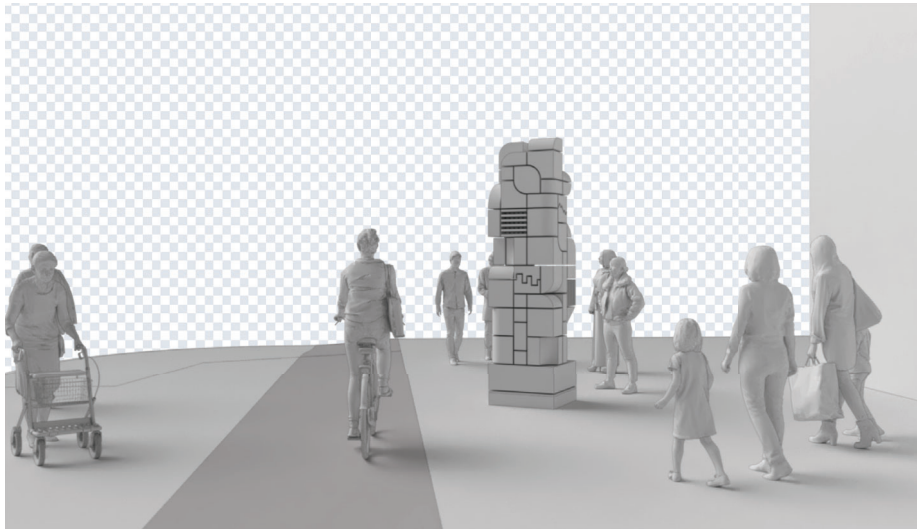
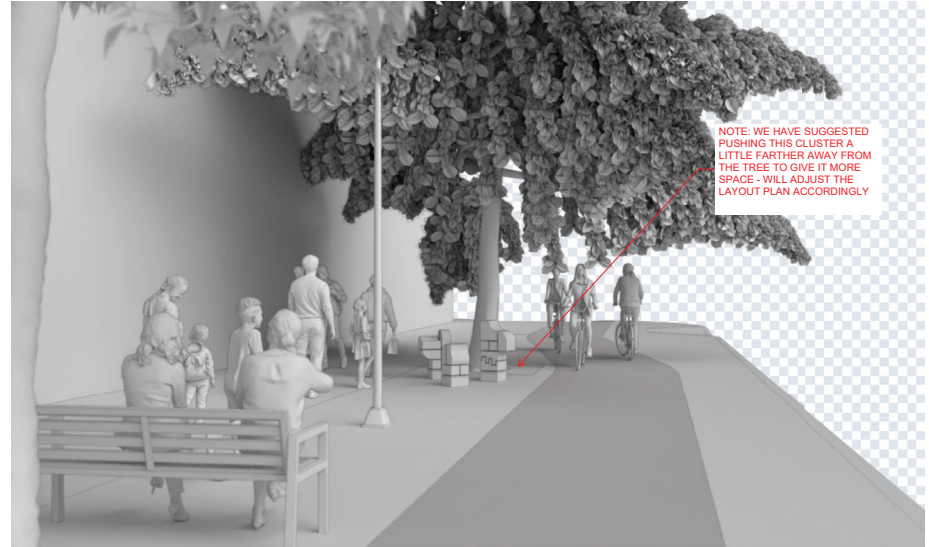
REV.	DATE	DESCRIPTION	BY	REV.	DATE	DESCRIPTION	BY
△	09/27/2024	REVISION SET 1	LM	△	08/26/2025	REVISION SET 5	LM
△	10/21/2024	REVISION SET 2	LM				
△	05/14/2025	REVISION SET 3	LM				
△	06/27/2025	REVISION SET 4	LM				



**Agency**  
**Landscape + Planning**

PROJECT NAME:	BURLINGTON GREAT STREETS	PLOT DATE:	06/27/2025
PROJECT NUMBER:	58691.00	DRAWN BY:	AF, LM
FILE NAME:	AGENCY	DESIGNED BY:	AF, GF, LM
PROJECT LEADER:	E.P. DETRICK	CHECKED BY:	GF
SHEET TITLE:	L104 - CH TO S WINOO	SHEET	OF 264

**NOA'S ART LOCATION SKETCH**  
RENDERS PROVIDED BY ARTIST



Concept Render

Note: Rendering was created before the location was confirmed



Design by Noa Yamase and Brian Blush

Block by Block

4

Concept Render

Note: Rendering was created before the location was confirmed



A proposal by Noa Younse and Brian Brush

Block by Block

Concept Render

Note: Rendering was created before the location was confirmed



A proposal by Noa Younse and Brian Brush

Block by Block

6

Concept Render



Proposal by Noah Young and Brian Brown

Block by Block

7

### *Light Integration for Evening Activation (optional)*

There is the option of integrating programmable LEDs down the core of the piece, which would illuminate the seams between the volumes at night. Sensors could be added to make the light more interactive.

Note: Rendering was created before the location was confirmed



A proposal by Noa Younse and Brian Brush

Block by Block

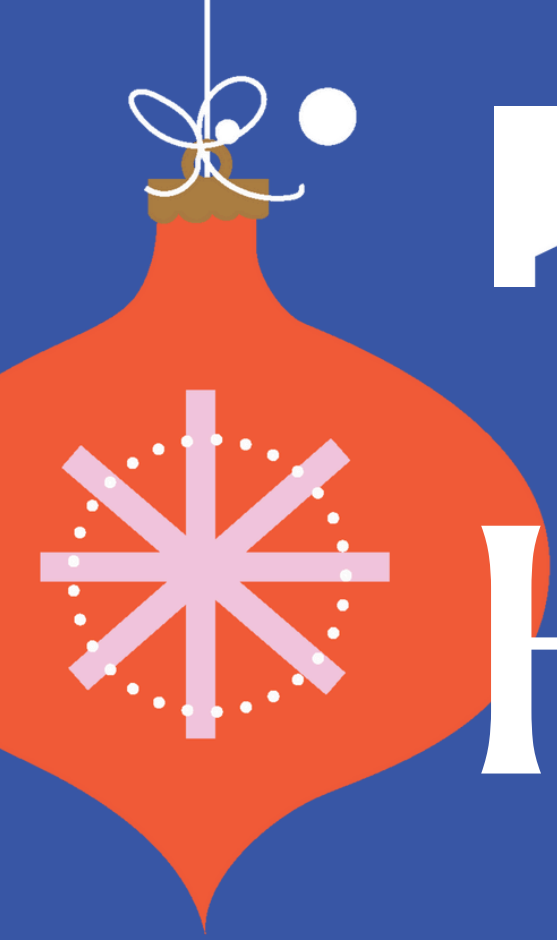
10



**Thank You**



CHURCH STREET  
MARKETPLACE



# Holidays on the Marketplace 2025



# Santa Parade

- Friday, November 28
- City Hall Block @ 12 pm
- **NEW!** Businesses joining the parade
- Guests typically include:
  - Santa
  - Miss Vermont
  - Aero the Griffin
  - Champ
  - Special Olympics
  - Fire Department
  - Rally Cat
  - & more!





# Tree Lighting Ceremony

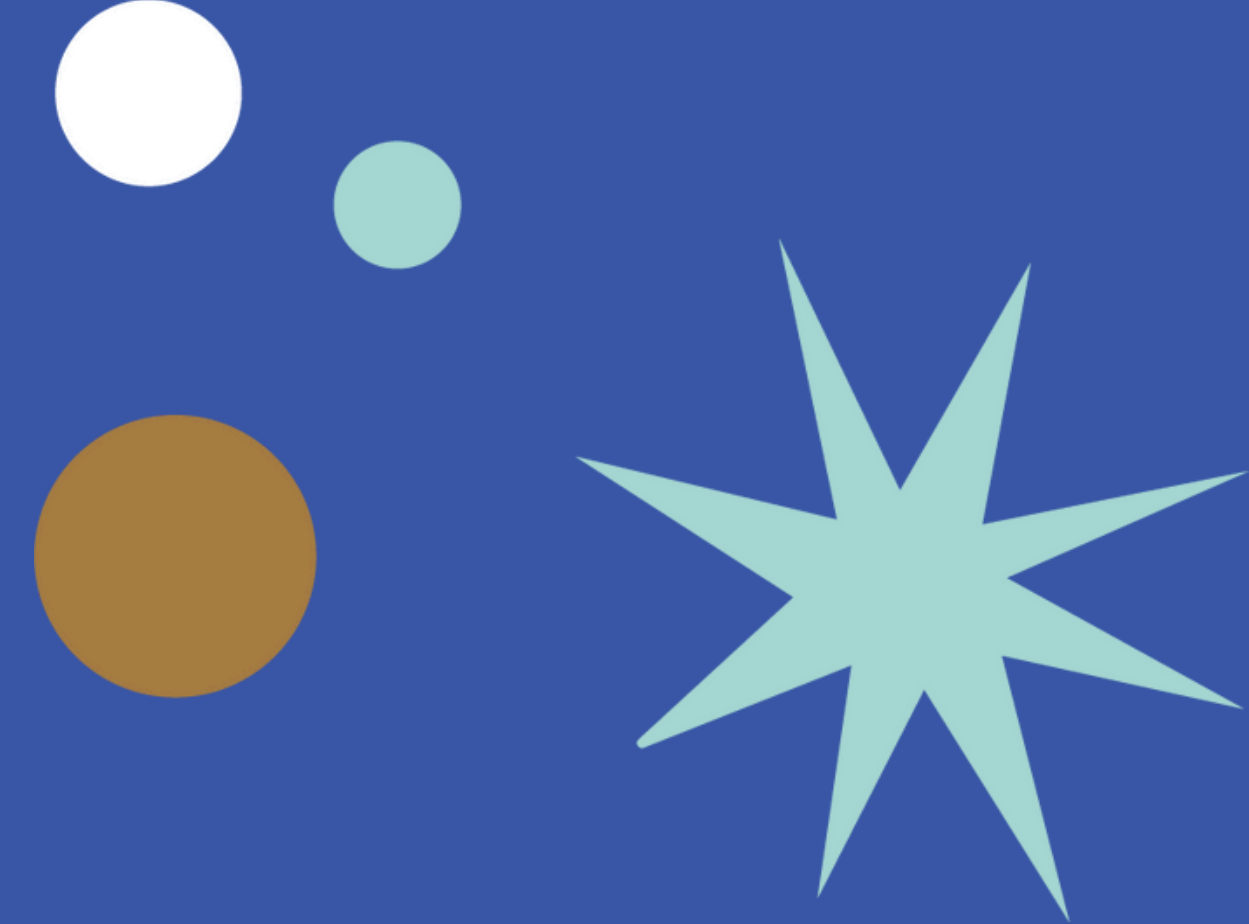
- Friday, November 28 at 5pm
- Grand lighting at 6pm
- Bag of Chips performance
- Make-a-Wish
- Covered by NBC5



# Festive Fridays

NOV 28 | DEC 5 | DEC 12 | DEC 19

- Businesses staying open late (8 pm)
- Activations:
  - Friday, Nov 28: Santa Parade & Tree Lighting
  - Friday, Dec 5: Window Contest Kick-Off + Shop & Sip event
  - Friday, Dec 12: Last chance for voting (Window Contest) + Caroling in businesses
  - Friday, Dec 19: Last-minute shopping + Hanukkah Celebration





# Window Contest

- Friday, Dec 5 – Sunday, Dec 14
- In person only
- Categories:
  - Best Overall: Church Street Marketplace
  - Best Overall: Side Street
  - Most Creative
  - Most Festive
- Windows decorated by December 4

# Employee Discount Week

Monday, Dec 1 - Sunday, Dec 7

- Multiple direct emails to employees
- Discount card for businesses to hand out to employees
- Social media promotion + celebration
- More to come!

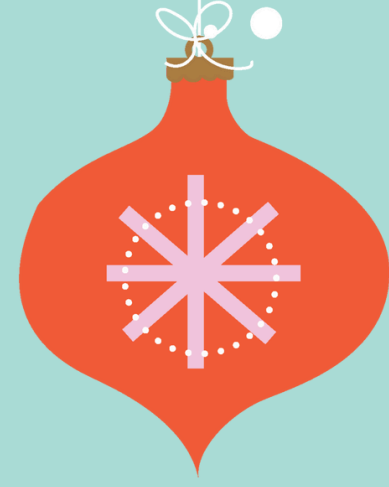


# Month-Long Programming

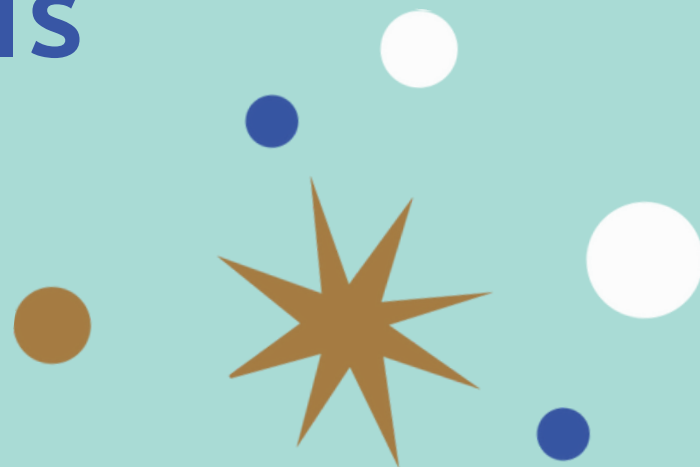
- Santa Visits
- Free Hot Chocolate Program
- North Pole Express Mailboxes
- Kids Train
- Parking program



# Street Decor



- “Magic” tree lights
- Light pole banners
- Intersection banners
- Bows on each light pole
- Intersection garlands
- Window decals



# Marketing & Advertising

## Print Ads

- GMT Bus
- Burlington Area Newspaper Group
- Seven Days
- North Avenue News

## Digital

- Instagram & Facebook Meta
- Dedicated webpage
- CSM event calendar
- Community calendars (15+)
- Newsletters (4+ emails)
- BANG
- Seven Days
- Find & Go Seek

## Radio Ads

- Vermont Public
- Spotify
- Sirius XM, podcasts

## Print Materials

- Posters
- Voting Cards
- Hot Chocolate Coupons
- Employee Discount Cards
- Postcard Club postcards
- Sandwich Boards
- Street + Light Pole Banners
- Counter Cards at local hotels



CHURCH STREET  
MARKETPLACE

# Thank you!

