



Board of Finance

**Monday, November 17, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street,
1st Floor**

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1. Agenda

Subject	1.1. Motion to adopt agenda
Meeting	November 17, 2025 - Board of Finance Meeting - Monday, November 17, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adopt agenda

2. Public Forum

Subject	2.1. Verbal Comments
Meeting	November 17, 2025 - Board of Finance Meeting - Monday, November 17, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	2. Public Forum
Department	Council and Board

Type	Action Procedural
Recommended Action	open Public Forum close Public Forum

3. Consent Agenda

Subject	3.1. Motion to adopt the consent agenda and take the actions indicated
Meeting	November 17, 2025 - Board of Finance Meeting - Monday, November 17, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Council and Board
Type	Action (Consent) Procedural
Recommended Action	Motion to adopt the consent agenda and take the actions indicated

Subject	3.2. November 3, 2025 Board of Finance Meeting Minutes - DFA
Meeting	November 17, 2025 - Board of Finance Meeting - Monday, November 17, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Information Minutes
Recommended Action	approve the minutes

Subject	3.3. Authorization For \$1,808,000 Construction Loan From Vermont Drinking Water State Revolving Fund For Upgrade Of Distribution System - DPW - Water Resources
Meeting	November 17, 2025 - Board of Finance Meeting - Monday, November 17, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Public Works Department - Water Resources
Type	Action (Consent) Resolution
Recommended Action	to approve and recommend that the City Council waive the reading and adopt the attached resolution authorizing a Step III \$1,808,000 loan from the Vermont Drinking Water State Revolving Fund for the construction of 2026 Water Distribution Improvements as more specifically set forth in the attached resolutions

Subject	3.4. IFAC Grant - Budget Amendment - CEDO
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Meeting	November 17, 2025 - Board of Finance Meeting - Monday, November 17, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action (Consent)
Recommended Action	<p>1. To approve and recommend that the City Council authorize the increase in the IFAC (USDOT Innovative Finance and Asset Concession) Grant project budget by \$850,000.00, resulting in the total authorized amount increasing from \$150,000.00 to \$1,000,000.00 for the IFAC Grant project supporting the South End Coordinated Redevelopment (SECORD) and Memorial Block initiatives.</p> <p>2. To approve and recommend that the City Council authorize the Chief Administrative Officer, or their designee, to effect all necessary budget amendments and transfers of funds to and from the above-referenced funding sources as needed to pay the above-referenced project expenses and Overall Project Budgets, in substantial conformance with the attached budget transfer request.</p>

4. Deliberative Agenda

Subject	4.1. Contract Authorization - Taft Infrastructure Advisors (SECORD and Memorial Block) - CEDO
Meeting	November 17, 2025 - Board of Finance Meeting - Monday, November 17, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action
Recommended Action	to approve and authorize the Director of CEDO to execute a professional services contract with Taft Infrastructure Advisors in an amount not to exceed \$299,886, subject to final review and approval by the City Attorney's Office
Subject	4.2. Reclassification of one (1) DPI - Zoning Division Manager as summarized - DPI
Meeting	November 17, 2025 - Board of Finance Meeting - Monday, November 17, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Permitting & Inspections
Type	Action
Recommended Action	to approve and recommend that the City Council approve the reclassification of the Department of Permitting and Inspections Zoning Division Manager/Principal Planner a Regular, Full-time Exempt, Non-union Grade 22 step 15 position to Zoning Division Manager/Principal Planner, a Regular, Full-time Exempt, Non-union Grade 24 step 13 position, retroactive to July 1, 2025
Subject	4.3. Robert Miller Community Center Energy Improvement and Equipment Replacement Project - BPRW

Meeting	November 17, 2025 - Board of Finance Meeting - Monday, November 17, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Parks, Recreation, & Waterfront
Type	Action
Recommended Action	to approve and recommend that the Board of Finance approve and authorize the execution of a contract with Energy Efficient Investments, Inc., for the Robert Miller Community Center Energy Improvement and Equipment Replacement project, in the amount of \$1,325,300, plus a project contingency of \$132,000, for a total authorized contract expenditure including contingency not to exceed \$1,457,300, and to authorize the Director of Parks, Recreation and Waterfront, or designee to execute the contract and any related documents necessary or convenient to effecting the contract or carrying out the project, subject to the review and approval as to form of the City Attorney's Office

5. Adjournment

Subject	5.1. Motion to adjourn
Meeting	November 17, 2025 - Board of Finance Meeting - Monday, November 17, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	5. Adjournment
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adjourn



**BURLINGTON BOARD OF FINANCE
BUSHOR CONFERENCE ROOM, 149 CHURCH STREET, 1ST FLOOR
MINUTES OF MEETING
November 3, 2025**

1. Agenda

1. Agenda

Mayor Mulvaney-Stanak convened the meeting at 5:01 pm.

Members present: Mayor Mulvaney-Stanak, CAO Schad, Councilors Barlow, Carpenter and City Council President Traverse (all in person); Councilor Neubieser (online)

Others present: DOF Kukenberger (online); BED General Manager Springer, Emily Stebbins-Wheelock, Sophie Sauve (all in person)

Subject

1.1. Motion to adopt agenda

Meeting

November 3, 2025 - Board of Finance Meeting - Monday, November 3, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category

1. Agenda

Department

Council and Board

Type

Action
Procedural

Recommended Action Motion to adopt agenda

1.1. Motion to adopt agenda

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

2. Public Forum

2. Public Forum

Subject

2.1. Verbal Comments

Meeting

November 3, 2025 - Board of Finance Meeting - Monday, November 3, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category

2. Public Forum

Department

Council and Board

Type

Action
Procedural

Recommended Action open Public Forum
 close Public Forum

2.1. Verbal Comments

Sharon Bushor:

FY25 comprehensive & wonderful - PILOT still on table - state involvement?

FY26 problematic to get revenue early?

BED fees - disconnect/reconnect

Keren Sita:

UP of North Contry publicity stunt - Moody's

3. Consent Agenda

3. Consent Agenda

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

Meeting November 3, 2025 - Board of Finance Meeting - Monday, November 3, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda

Department Council and Board

Type Action (Consent)
 Procedural

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

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

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

Subject 3.2. October 21, 2025 Board of Finance Meeting Minutes - DFA

Meeting November 3, 2025 - Board of Finance Meeting - Monday, November 3, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda

Department Department of Finance and Administration

Type Action (Consent)
 Information
 Minutes

Recommended Action approve the minutes

3.2. October 21, 2025 Board of Finance Meeting Minutes - DFA

Subject 3.3. Regular Schedule of Meetings of the Board of Finance and City Council through August 24, 2026 - DFA

Meeting November 3, 2025 - Board of Finance Meeting - Monday, November 3, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda
Department Department of Finance and Administration
Type Action (Consent)
Recommended Action to approve the above list of meetings through August 24, 2026
3.3. Regular Schedule of Meetings of the Board of Finance and City Council through August 24, 2026 - DFA

Subject 3.4. The Tibet Association of VT Sponsorship - REIB
Meeting November 3, 2025 - Board of Finance Meeting - Monday, November 3, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda
Department Racial Equity, Inclusion, & Belonging (REIB)
Type Action (Consent)
Recommended Action to approve and authorize the Director of the Racial Equity Inclusion and Belonging Office and the Chief Administrative Officer to issue a sponsorship grant in the amount of \$5,000 to the Tibetan Association of Vermont to support Tibetan Festival programming and support their "Year of Compassion" project from the Community Celebrations GL

3.4. The Tibet Association of VT Sponsorship - REIB

Subject 3.5. B.E.D.'s Property/Boiler and Machinery (B&M) 2025-2026 Insurance renewal - Electric
Meeting November 3, 2025 - Board of Finance Meeting - Monday, November 3, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda
Department Burlington Electric Department
Type Action (Consent)
Recommended Action to approve and recommend that the City Council authorize the General Manager of the Burlington Electric Department or their designee, to execute the Property, Boiler & Machinery insurance coverage renewal contract with AIG/ZURICH/STARR TECH/AEGIS for the policy period 11/20/2025 through 11/20/2026 with a not to exceed premium of \$718,024, as outlined in this memo, subject to review and approval of the City Attorney's Office and the CAO

3.5. B.E.D.'s Property/Boiler and Machinery (B&M) 2025-2026 Insurance renewal - Electric

Subject 3.6. CSWD contract extension - Electric
Meeting November 3, 2025 - Board of Finance Meeting - Monday, November 3, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category	3. Consent Agenda
Department	Burlington Electric Department
Type	Action (Consent)
Recommended Action	to approve and recommend approval to the City Council that the General Manager or their delegee may execute the attached contract extension with Chittenden Solid Waste District
3.6. CSWD contract extension - Electric	

4. Deliberative Agenda

4. Deliberative Agenda

Subject	4.1. Burlington Harbor Marina: Dredging Maintenance Project: Procurement and Contracting - Parks, Recreation and Waterfront
Meeting	November 3, 2025 - Board of Finance Meeting - Monday, November 3, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Parks, Recreation, & Waterfront
Type	Action
Recommended Action	<ol style="list-style-type: none"> 1. To approve and recommend that the City Council authorize BPRW to use the Request for Price Quotation (RFPQ) procedure, as recommended by the City Attorney's Office, to obtain proposals from qualified and responsible bids for the Burlington Harbor Dredging Project. 2. To approve and recommend that the City council authorize Sophie Sauvé, Interim Parks, Recreation and Waterfront Co-Director, to award and execute a contract and any related documents needed to carry out the project , subject to the review and approval of the City Attorney, with the selected vendor for an amount not to exceed \$625,000 for one or both phases of the project

4.1. Burlington Harbor Marina: Dredging Maintenance Project: Procurement and Contracting - Parks, Recreation and Waterfront

Sophie Sauve spoke to this agenda item.

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

Subject	4.2. Authorization to Sign a Cooperation Agreement with HowardCenter Inc. - Mayor
Meeting	November 3, 2025 - Board of Finance Meeting - Monday, November 3, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Mayor's Office
Type	Action

Recommended Action to approve and recommend that City Council authorizes the Mayor to execute the agreement, and to take all such further actions, and to execute all such further instruments approved as to form by the City Attorney, as may be necessary or convenient to effectuate the transactions contemplated hereby

4.2. Authorization to Sign a Cooperation Agreement with HowardCenter Inc. - Mayor

Motion made by City Council President Traverse, seconded by Councilor Carpenter, to approve the motion as presented. Motion passed unanimously.

Subject 4.3. Proposed Changes to BED Miscellaneous Service Fees - Electric

Meeting November 3, 2025 - Board of Finance Meeting - Monday, November 3, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Burlington Electric Department

Type Action

Recommended Action to approve and recommend the City Council authorize the General Manager of the Burlington Electric Department or their designee to file tariff amendments and supporting documents with the Vermont Public Utility Commission requesting changes in Burlington Electric Department's Miscellaneous Service Fees as proposed

4.3. Proposed Changes to BED Miscellaneous Service Fees - Electric

Darren Springer and Emily Stebbins-Wheelock spoke to this agenda item.

Motion made by City Council President Traverse, seconded by Councilor Barlow, to approve the motion as amended:

To approve and authorize the General Manager of the Burlington Electric Department or their designee to file tariff amendments and supporting documents with the Vermont Public Utility Commission requesting changes in Burlington Electric Department's Miscellaneous Service Fees as proposed, **provided BED will request of the PUC that these changes take effect no earlier than March 31, 2026.**

Motion passed unanimously.

Subject 4.4. Gross Receipts Information by Ward & District - DFA

Meeting November 3, 2025 - Board of Finance Meeting - Monday, November 3, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Department of Finance and Administration

Type Information
Discussion

4.4. Gross Receipts Information by Ward & District - DFA

Subject 4.5. FY2026 General Fund - Q1 Budget to Actuals Summary - DFA

Meeting November 3, 2025 - Board of Finance Meeting - Monday, November 3, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Department of Finance and Administration

Type Discussion
Information

4.5. FY2026 General Fund - Q1 Budget to Actuals Summary - DFA

Subject 4.6. FY25 Budget Results - Mayor

Meeting November 3, 2025 - Board of Finance Meeting - Monday, November 3, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Mayor's Office

Type Discussion
Information

4.6. FY25 Budget Results - Mayor

5. Adjournment

5. Adjournment

Subject 5.1. Motion to adjourn

Meeting November 3, 2025 - Board of Finance Meeting - Monday, November 3, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 5. Adjournment

Department Council and Board

Type Action
Procedural

Recommended Action Motion to adjourn

5.1. Motion to adjourn

Mayor Mulvaney-Stanak adjourned the meeting at 6:00 pm.

Resolution Relating to

RESOLUTION _____

AUTHORIZATION FOR \$1,808,000 CONSTRUCTION
LOAN FROM VERMONT DRINKING WATER STATE
REVOLVING FUND FOR UPGRADE OF DISTRIBUTION
SYSTEM

Sponsor(s): Board of Finance
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty-Five

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

- 1 That WHEREAS, the State of Vermont Drinking Water State Revolving Fund (SRF) provides loans for
- 2 planning (Step I), final design (Step II) and construction (Step III) of municipal water projects; and
- 3 WHEREAS, the City has determined the need to continue to replace and modernize sections of the
- 4 City distribution system (the “Project”) to reduce frequency of water main breaks and ensure adequate water
- 5 supply and water quality for the City water users; and
- 6 WHEREAS, on March 4, 2025, the voters of the City of Burlington authorized the issuance of
- 7 Revenue Bonds of up to \$20,000,000 to provide for the financing of capital additions and improvements to the
- 8 waterworks system including capital improvements to the City’s underground pipe and water distribution
- 9 systems, water mains, services, valves and hydrants; and
- 10 WHEREAS, no bonds from such authorization have been previously issued; and
- 11 WHEREAS, the standard SRF terms for projects of this type completing construction (Step III) are up
- 12 to 30 years of repayment starting one year after completion of construction with up to a 1% interest rate and
- 13 up to a 2% admin fee; and
- 14 WHEREAS, a Water System Revenue General Bond Resolution, authorizing the issuance of revenue
- 15 bonds for the City’s Water system was adopted by the City Council on May 1, 2017; and
- 16 WHEREAS, the Water System General Bond Resolution provides for a pledge of the Net Revenues of
- 17 the City’s Water system for all bonds and notes and obligations incurred under such Water System General
- 18 Bond Resolution; and
- 19 WHEREAS, a Supplemental Resolution No. 6 providing for the issuance additional Waterworks
- 20 System Revenue Bonds in the principal amount not to exceed \$1,808,000 has been prepared for approval to
- 21 specifically authorize this loan and is attached hereto;
- 22 NOW, THEREFORE, BE IT RESOLVED that the City Council approves and authorizes the Director of
- 23 Public Works, or their designee, to complete the Construction Loan Application for Revolving Loan Funds
- 24 under 24 V.S.A. Chapter 120 and to apply to the Vermont Drinking Water State Revolving Fund and Vermont
- 25 Municipal Bond Bank (the “Bank”) for financing of a Loan in a principal amount not to exceed \$1,808,000 (the

AUTHORIZATION FOR \$1,808,000 CONSTRUCTION LOAN FROM VERMONT DRINKING WATER STATE REVOLVING FUND FOR UPGRADE OF DISTRIBUTION SYSTEM

26 “Loan”) subject to final review and approval by the Chief Administrative Officer, Director of Finance and City
27 Attorney; and

28 BE IT FURTHER RESOLVED that the City Council approves and adopts the attached Supplemental
29 Resolution No.6, attached hereto and incorporated herein, providing for notes and bonds to be issued for the
30 Loan with the repayment of such Loans secured and repaid from the Net Revenues of the Water System as
31 provided in such Supplemental Resolution No. 6; and

32 BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, Chief Administrative
33 Officer and Director of Finance are, and each one of them is, hereby authorized and empowered to execute and
34 deliver: (i) a loan agreement with the Bank to evidence the Loan and the repayment thereof; (ii) one or more
35 bonds or promissory notes in the principal amount of the Loan; (iii) such documents and instruments as the Bank
36 may request in connection with the Loan, in such form and with such terms as they deem necessary and in the
37 City’s best interest; and (iv) such other documents and instruments necessary or convenient in connection with
38 the Loan, all subject to the prior review and approval of the City Attorney’s Office; and

39 BE IT FURTHER RESOLVED that the City Council designates the following City staff members as
40 alternate authorized representatives of the Project with authority to execute administrative or reimbursement
41 documents (and other ancillary documents other than the loan application or loan agreements): (i) Water
42 Resources Division Director, Megan Moir.

43

44 *TM/Resolutions 2025/Authorization for \$1,808,000 Construction Loan from Vermont Drinking Water State Revolving Fund for Upgrade of*
45 *Distribution System*
46 *11/13/25*

CITY OF BURLINGTON, VERMONT

City Council

SUPPLEMENTAL RESOLUTION NO. 6

Be it Resolved by the City Council of the City of Burlington, Vermont (the "City") as follows:

Section 1
Authorization

The City Council of the City of Burlington (the "City Council") hereby authorizes the issuance of revenue bonds and notes in an aggregate principal amount not to exceed **\$1,808,000** to (i) provide for the financing of capital additions and improvements to the waterworks system (the "Water System"), including the City's underground pipe and water distribution system, water mains, services, valves and hydrants (the "Project"), with the expectation that portion of the Series 2026 Bonds will receive debt forgiveness if certain conditions are met, and (ii) if necessary, to fund a debt service reserve fund and to pay costs of issuance of such revenue bonds. The City Council deems the issuance of revenue bonds and notes as hereby authorized to be in the public interest. At the Annual Meeting of the City, held March 4, 2025, the voters of the City authorized the issuance of Revenue Bonds in one or more series in a combined aggregate amount not to exceed \$20,000,000 to finance and carry out such capital improvements to the Water System.

The Waterworks System Revenue Bonds, Series 2026 (the "Series 2026 Bonds") are to be issued pursuant to the General Bond Resolution dated May 1, 2017 (as amended and supplemented, the "General Bond Resolution") and this Supplemental Resolution. It is presently estimated that the aggregate principal amount to be issued for the purpose of financing the Project is not to exceed \$1,808,000, a portion of which is expected to be fully forgiven following completion of such Project. Pursuant to 24 V.S.A. § 4755(a)(4)(D), the City is permitted to incur debt without the need for voter approval for municipal clean water and public water supply projects receiving loan forgiveness, provided that the amount of debt incurred does not exceed the amount to be forgiven or cancelled upon completion of the Project. Accordingly, the final principal amount of the Series 2026 Bonds and the amount of indebtedness to be forgiven are to be set forth in the Series Certificate (as defined herein). It is further estimated that the Series 2026 Bonds will be payable by serial maturities, sinking fund installments, term bonds, or a combination thereof, in the years 2026 through 2056, both dates being approximate.

It is expected that the Series 2026 Bonds will be issued to the Vermont Municipal Bond Bank (the "Bond Bank") through the State of Vermont Drinking Water State Revolving Loan Fund (DWSRF). The Series 2026 Bonds may be issued through a public offering in the event the City Chief Administrative Officer determines that such a public offering would be more advantageous to the City than the sale to the Bond Bank.

The City Council has determined to issue such bonds pursuant to Sections 2.1, 2.2, and 2.3 of the Bond Resolution as revenue bonds payable and secured and having such terms and details as provided in the Bond Resolution, this Supplemental Resolution No. 6 (this "Supplemental

Resolution”) and a series certificate to be delivered by the City’s Chief Administrative Officer or the City’s Director of Finance and the Director of the Department of Public Works (the “Series Certificate”) to be delivered prior to the issuance of the Series 2026 Bonds as hereinafter provided.

By adoption of the Series Certificate to be delivered by the City’s Chief Administrative Officer or the City’s Director of Finance and the Director of Public Works at the time of and in connection with the sale of the Series 2026 Bonds, the City shall award the Series 2026 Bonds to the Bond Bank or the purchaser thereof, as the case may be, and shall complete this supplemental resolution by establishing the dates, maturities, principal amounts, amount of loan forgiveness, interest rates, interest payment dates, redemption provisions, the amounts of proceeds of the Series 2026 Bonds and Revenues, if any, to be deposited in the Debt Service Reserve Fund and/or the Renewal and Replacement Fund, the inclusion of provisions for bond insurance, and any other terms and provisions which do not materially alter the substance of the transaction authorized hereby, all of which are to be determined by and in the discretion of the City’s Chief Administrative Officer or the City’s Director of Finance and the Director of Public Works and set forth in the Series Certificate; provided, however, that if the average true interest cost rate on the Series 2026 Bonds, as determined by the Chief Administrative Officer, is to exceed **4.50%**, the issuance and sale of the Series 2026 Bonds shall be subject to the approval of the City’s Board of Finance.

Section 2
Definitions

Unless the context clearly indicates some other meaning, the terms used in this Supplemental Resolution that are defined in the General Bond Resolution, have the same meaning in this Supplemental Resolution as in the General Bond Resolution. The General Bond Resolution as amended or supplemented from time to time by Supplemental Resolutions is hereinafter referred to as the “Resolution.”

The following terms shall have the following meanings in this Supplemental Resolution unless the context otherwise requires:

“Bond Insurer” means, if the Series 2026 Bonds are to be insured, such Bond Insurer as identified in the Series Certificate.

“Bond Insurance Policy” shall mean such financial guaranty insurance policy, if any, as may be designated in the Series Certificate for the Series 2026 Bonds.

“Series Certificate” shall have the meaning given in Section 1 of this Supplemental Resolution.

Section 3
Authorization of Series 2026 Bonds

There is hereby authorized to be issued a Series of Bonds designated “Waterworks System Revenue Bonds, Series 2026” in the total principal amount not to exceed ONE MILLION EIGHT HUNDRED EIGHT THOUSAND DOLLARS (**\$1,808,000.00**), with the principal amount and the amount of any loan forgiveness as determined by the City’s Chief Administrative Officer or the

City's Director of Finance and the Director of the Department of Public Works and set forth in the Series Certificate. The Series 2026 Bonds shall be issued to provide for the financing of capital additions and improvements to the Water System, including (i) capital improvements to the City's underground pipe and water distribution system, water mains, services, valves and hydrants, and (ii) if necessary and as may be set forth in the Series Certificate, to fund a debt service reserve fund and to pay costs of issuance of such revenue bonds. The Series 2026 Bonds shall bear interest at the rates per annum and shall be payable in principal installments on November 1 (or such other dates) in each of the years and in the principal amounts as determined by the Chief Administrative Officer or Director of Finance of the City and the Director of the Department of Public Works and as provided in the Series Certificate. The Series 2026 Bonds may include Series Bonds and Term Bonds as provided in the Series Certificate.

The Series 2026 Bonds shall be issued only as fully-registered bonds in the minimum principal denominations of \$5,000 and in any whole multiple thereof. If the Series 2026 Bonds are issued to the Bond Bank, the denominations may be \$1,000, or such other amount as established by the City under the Loan Agreement with the Bond Bank. The Series 2026 Bonds shall be dated the date of issuance, and shall be numbered in numerical order from R-1 upwards in chronological order as issued.

The Series 2026 Bonds shall bear interest from the date of issuance, payable on each interest payment date as established in the Series Certificate. Interest shall be paid by the Trustee by check or draft mailed to the registered owner at the owner's address as it appears on the registration books kept pursuant to the Resolution. Interest may be paid directly by the City to the holder of the Series 2026 Bonds, with the City notifying the Trustee of each payment so made. The principal of and premium, if any, on the Series 2026 Bonds shall be payable at the corporate trust office of the Trustee or as may otherwise be specified in the Series Certificate.

The Series 2026 Bonds, registration provisions and forms of authentication and assignment pertaining thereto shall be in substantially the form set forth in Section 6 hereof, with necessary or appropriate variations, omissions and insertions which are incidental to their numbers, denominations, maturities, interest rates, paying agencies, registration provisions, redemption provisions and other details.

Section 4 **Redemption of Series 2026 Bonds**

The Series 2026 Bonds shall be subject to redemption, either in whole or in part, from moneys held in the Special Redemption Fund or from redemption at the option of the City; provided that the Series 2026 Bonds may be subject to such limitations and restrictions on redemption as the Chief Administrative Officer or the Director of Finance of the City and the Director of the Department of Public Works determine in their discretion and as provided in the Series Certificate.

The Series 2026 Bonds shall be subject to redemption prior to maturity, at the option of the City, either in whole or in part, at a redemption price of par plus accrued interest to the redemption date, on and after such date as provided in the Series Certificate.

The Series 2026 Bonds that are term bonds, unless called for redemption as provided above, shall be subject to scheduled mandatory redemption at the principal amount of the Series 2026 Bonds to be redeemed plus accrued interest to the date of redemption in the years and amounts as provided in the Series Certificate

Section 5
Notice of Redemption of Series 2026 Bonds

Notice of intention to redeem shall be given by the Trustee at least 30 days but not more than 60 days before the redemption date by mail, postage prepaid, to the owners of any Series 2026 Bonds which are to be redeemed. Failure to mail any such notice or any defect in such notice shall not affect the validity of the proceedings for such redemption with respect to the owners to whom such notice was so given. If any Series 2026 Bond is to be redeemed in part only, the notice of redemption shall state also that on or after the redemption date, upon surrender of such Bond, a new Series 2026 Bond or Bonds in principal amount equal to the unredeemed portion of such Bond and of the same series and maturity and bearing interest at the same rate will be issued.

Any notice of redemption may state that the redemption to be effected is conditioned upon the receipt by the Trustee on or prior to the redemption date of moneys sufficient to pay the principal of and premium, if any, and interest on such Series 2026 Bonds to be redeemed and that if such moneys are not so received, such notice shall be of no force or effect and such Series 2026 Bonds shall not be required to be redeemed. In the event that such notice contains such a condition and moneys sufficient to pay the principal of and premium, if any and interest on such Series 2026 Bonds are not received by the Trustee on or prior to the purported redemption date, the redemption shall not be made, and the Trustee shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

If less than all of the Series 2026 Bonds of any one maturity shall be called for redemption, the particular Series 2026 Bonds or portions thereof to be redeemed shall be selected by the Trustee in such manner as the City in its discretion may determine; provided, however, that the portion of any Series 2026 Bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof and that, in selecting Series 2026 Bonds for redemption, each Series 2026 Bond shall be considered as representing that number of Series 2026 Bonds which is obtained by dividing the principal amount of such Bond by \$5,000.

Section 6
Form of Series 2026 Bonds

The Series 2026 Bonds, registration, exchange and transfer provisions and forms of authentication and assignment pertaining thereto shall be in substantially the form set forth below, with necessary or appropriate variations, omissions and insertions which are incidental to their numbers, denominations, maturities, payment dates, interest rate and other details:

THIS BOND DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY OF BURLINGTON, VERMONT BUT IS PAYABLE SOLELY FROM THE NET REVENUES OF ITS WATERWORKS SYSTEM.

No. R-

\$

UNITED STATES OF AMERICA
STATE OF VERMONT
CITY OF BURLINGTON WATERWORKS SYSTEM REVENUE BONDS
SERIES 2026

Maturity Date: [As set forth in the Series Certificate]
Interest Rate: _____ % Per annum
Bond Date: _____, 20____
Registered Owner:
Principal Amount: _____ Dollars
CUSIP: _____

The City of Burlington, Vermont (the “City”), for value received, promises to pay to the Registered Owner of this bond, or registered assigns, but solely from the Net Revenues provided under the Resolution mentioned in this bond, on the Maturity Date, the Principal Amount, upon presentation and surrender hereof, and to pay interest, but solely out of the Net Revenues, at the Interest Rate on such Principal Amount as follows:

[Insert Debt Service Schedule]

The principal or redemption price of and interest on this bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts. The principal or redemption price of this bond shall be payable at the corporate trust office of Zions Bancorporation, National Association, in the City of Chicago, Illinois, the Trustee under the Resolution, or its successor in trust. Interest on this bond shall be payable by check or draft mailed to the Registered Owner at its address appearing on the registration books of the City kept for that purpose at the corporate trust office of the Trustee, determined as of the close of business on the applicable record date. The record date for payment of interest shall be the 15th day of the month next preceding the date on which the interest is to be paid or, if such 15th day is not a business day, the next preceding business day, provided that, with respect to overdue interest or interest payable on redemption of this bond other than on an interest payment date or interest on any overdue amount, the Trustee may establish a special record date. The special record date may not be more than 20 days before the date set for payment. The Trustee will give notice of a special record date by mailing a copy of such notice to the registered owners of all the Bonds outstanding at least 10 days before the special record date or in such other time and manner as the Trustee may deem appropriate.

This bond is one of a series of bonds aggregating One Million Eight Hundred Eight Thousand Dollars (\$1,808,000) in principal amount, issued by the City for the purposes of its

Water System pursuant to City Charter, Part I, Title III, Section 507, and a Resolution duly adopted by the City Council of the City on May 1, 2017 (as supplemented and amended by one or more supplemental resolutions including a supplemental resolution duly adopted by the City Council) (the “Resolution”). Bonds may be issued under the Resolution in one or more series from time to time. A portion of the series of bonds equaling _____ Dollars (\$_____) is issued by the City pursuant to 24 V.S.A. § 4755(a)(4)(D), which portion is expected to be forgiven upon completion of the projects funded by such portion of bonds and for which voter approval was not required.

This bond is issued pursuant to Section 507 of the City Charter and does not constitute general indebtedness of the City nor an obligation or liability upon the City to pay from any funds of the City other than the Net Revenues of the City’s Water System.

THE BONDS SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION, BUT SHALL BE LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM, AND SECURED SOLELY BY, THE PLEDGE AND LIEN ON THE NET REVENUES SPECIFICALLY PLEDGED THERETO PURSUANT TO THE RESOLUTION. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE STATE OF VERMONT OR ANY OTHER POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OR PREMIUM (IF ANY) ON THE BONDS AND NEITHER THE STATE OF VERMONT NOR ANY POLITICAL SUBDIVISION THEREOF, OTHER THAN THE CITY, SHALL BE OBLIGATED TO PAY THE PRINCIPAL OR PREMIUM (IF ANY) THEREON.

Reference is made to the Resolution (as supplemented and amended) for, among other things, definitions of terms; the nature and extent of the security for the Bonds; the covenants securing the Bonds; the properties constituting the Water System of the City; the manner of enforcement of the pledge; the terms and conditions upon which additional Bonds may be issued; the conditions upon which the Resolution may be amended or supplemented with and without the consent of the holders of the Bonds; acceleration of principal in the event of default; remedies and limitations of remedies; and the terms upon which Bonds may no longer be secured by the Resolution if sufficient moneys or specified securities are deposited with the Trustee in trust for their payment. Copies of the Resolution (including any supplemental resolutions) may be inspected at the office of the Chief Administrative Officer of the City and in the corporate trust office of the Trustee.

[The Bonds maturing on or after November 1, 20[] shall be subject to redemption prior to maturity, at the option of the City, on November 1, 20[], and on any date thereafter, either in whole or in part, at a redemption price of par plus accrued interest to the redemption date.

The Bonds maturing on November 1, 20[], unless called for redemption as provided above, shall be subject to scheduled mandatory redemption prior to maturity commencing November 1, 20[] and on each November 1 thereafter, in the years and in the principal amounts below, at a price equal to the principal amount to be redeemed plus accrued interest to the redemption date, but without premium:

November 1	Amount
[]	\$ []
[]*	[]

*Maturity

In the event this bond is called for redemption, notice shall be mailed not less than thirty (30) days prior to the redemption date, to the Registered Owner at the owner’s address as shown on the books of registry. If this bond is of a denomination in excess of \$5,000, portions of the Principal Amount in the amount of \$5,000 or any multiple of \$5,000 may be redeemed. If less than all of the Principal Amount is to be redeemed, upon the surrender of this bond to the Trustee there shall be issued to the Registered Owner hereof at the corporate trust office of the Trustee, without charge, registered Bonds for the unredeemed balance of the Principal Amount. If this bond (or any portion) is duly called for redemption and notice is duly given, and if on or before the redemption date there are on deposit with the Trustee or any paying agent for this bond sufficient funds to pay the redemption price and the interest on the principal amount redeemed to the date of redemption, this bond (or the portion to be redeemed) shall become due and payable upon the redemption date and interest shall cease to accrue from and after the redemption date on the principal amount to be redeemed.

Any notice of redemption may state that the redemption to be effected is conditioned upon the receipt by the Trustee on or prior to the redemption date of moneys sufficient to pay the principal of and premium, if any, and interest on such Bonds to be redeemed and that if such moneys are not so received, such notice shall be of no force or effect and such Bonds shall not be required to be redeemed. In the event that such notice contains such a condition and moneys sufficient to pay the principal of and premium, if any and interest on such Bonds are not received by the Trustee on or prior to the purported redemption date, the redemption shall not be made, and the Trustee shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.] [This Bond is subject to prepayment at the City’s option, without penalty]

The Bonds of this series are issuable as fully registered bonds in denominations of \$5,000 or any integral multiple in excess thereof.

This Bond is transferable, subject to the limitations and upon the payment of the charges, if any, provided in the Resolution, at the corporate trust office of the Trustee by the Registered Owner hereof in person or by the owner’s attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Trustee duly executed by the Registered Owner or the owner’s duly authorized attorney, and thereupon the City shall issue in the name of the transferee a new registered bond or bonds of the same aggregate principal amount and series, interest rate and maturity as the surrendered bond. This bond may also be exchanged, alone or with other Bonds of the same series, interest rate and maturity, at the corporate trust office of the Trustee, for a new Bond or Bonds of the same aggregate principal amount, series, interest rate and maturity, without transfer to a new registered owner, subject to the limitations and upon the payment of the charges, if any, provided in the Resolution.

The Bonds issued under the Resolution do not constitute an indebtedness of the City but are payable solely from and are equally and ratably secured by a pledge of the Net Revenues derived by the City from the ownership and operation of its Water System.

The terms and provisions of this Bond and definitions of certain terms used herein are continued on the reverse side hereof and such continued terms and provisions and definitions shall for all purposes have the same effect as though fully set forth at this place.

This Bond shall not be valid unless the Certificate of Authentication hereon is signed by the Trustee.

CITY OF BURLINGTON, VERMONT

By: _____
Chief Administrative Officer

(SEAL)

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Resolution mentioned in the Bond.

Zions Bancorporation, N.A.,
as Trustee

Date of Authentication:
_____, 20__

By: _____
Authorized Signature

For value received the undersigned sells, assigns and transfers this bond to

(Name and Address of Assignee)

Social Security or Other Identifying Number of Assignee

and irrevocably appoints _____ attorney-in-fact to transfer it on the books kept for registration of the bond, with full power of substitution.

NOTE: The signature of this assignment must correspond with the name as written on the face of the bond without alteration or enlargement or other change.

Dated:
Signature Guaranteed:

Participant in a Recognized
Signature Guarantee Medallion Program

By: _____
Authorized Signature

[Statement of Insurance, if applicable]

[End of Bond Form]

Section 7
Disposition of Proceeds of Series 2026 Bonds

From the proceeds derived from the sale of the Series 2026 Bonds, there shall be deposited:

- (a) an amount, if any, required to be deposited in the Debt Service Reserve Fund in order to comply with the Debt Service Reserve Fund Requirement, taking into account the issuance of the Series 2026 Bonds, as set forth in the Series Certificate;
- (b) an amount equal to the premium for any credit enhancement purchased for any or all of the Series 2026 Bonds, if applicable, shall be paid to the provider of such credit enhancement in immediately available funds, as set forth in the Series Certificate; and
- (c) the balance in the Construction Fund to pay the costs of issuance of the Series 2026 Bonds and the Project Costs of the Projects.

The amounts provided under clause (c) may be invested in securities eligible for investment in the Construction Fund. Any earnings thereon shall be added thereto.

Section 8
Debt Service Reserve Fund

The Resolution requires that, at the time of issuance of each Series of Bonds, there shall be deposited, from the proceeds of such Series of Bonds or from other available funds, an amount necessary so that the total amount in the Debt Service Reserve Fund is not less than the Debt Service Reserve Fund Requirement (taking into account the issuance of the Additional Bonds). The Debt Service Reserve Fund Requirement is established as the lesser of (i) the maximum annual Debt Service on Outstanding Bonds during the then current or any future Fiscal Year, (ii) 125% of the average annual Debt Service on Outstanding Bonds, or (iii) 10% of the aggregate proceeds of all Outstanding Bonds upon original issuance thereof; provided, however, that in determining maximum annual Debt Service the City is not required to include the repurchase or redemption price of the Bonds subject to repurchase or redemption at the option of the Bondholder. A deposit of cash into the Debt Service Reserve Fund will occur upon the issuance of the Series 2026 Bonds, to the extent necessary to comply with the Debt Service Reserve Fund Requirement (taking into account the issuance of the Series 2026 Bonds). If the amount on deposit in the Debt Service Reserve Fund is less than the Debt Service Reserve Fund Requirement on the last day of any Fiscal Year, the City shall make up the deficiency from the Revenue Fund. If the amount in the Debt Service Reserve Fund is greater than the Debt Service Reserve Fund Requirement on the last day of any Fiscal Year, the excess shall be dealt with in the manner provided for earnings from investment of the Debt Service Reserve Fund.

Section 9
Renewal and Replacement Fund

The Renewal and Replacement Fund Requirement for the Series 2026 Bonds shall be maintained at \$100,000. The City shall, upon the issuance of the Series 2026 Bonds, deposit, from

cash on hand from Revenues, and not from proceeds of the Series 2026 Bonds, such cash as may be necessary into the Renewal and Replacement Fund so that the balance of such fund is at least \$100,000. In the event that, after the forgoing deposits have been made, there is a draw on the Renewal and Replacement Fund such that the amount on deposit is less than the Renewal and Replacement Fund Requirement, the City shall make the monthly deposits from Revenues as set forth in Section 5.5 of the General Bond Resolution.

Section 10 **Tax Exemption**

In the event that the City Chief Administrative Office designates the Series 2026 Bonds to be tax exempt under Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”), as set forth in the Series Certificate, the following covenant shall apply to the Series 2026 Bonds:

The City hereby covenants and agrees to take all lawful action necessary to ensure that interest on the Series 2026 Bonds will remain excluded from gross income for federal income tax purposes under the Code and to refrain from taking any action which would cause such interest to become includable in gross income under the Code. Without limiting the foregoing, to the extent required to maintain the exclusion of interest on the Series 2026 Bonds from gross income under the Code, the City will file any information report and pay any rebate due to the United States in connection with the issuance of the Series 2026 Bonds and will restrict yield on investments of the proceeds of the Series 2026 Bonds and of moneys held in funds and accounts under the Resolution and allocable to the Series 2026 Bonds, all in accordance with the directions of Bond Counsel to the City which may be given from time to time. The City’s Chief Administrative Officer, Director of Finance, and the Director of the Department of Public Works is hereby authorized and directed to execute and deliver from time to time, on behalf of the City, such certificates, instruments and documents as shall be deemed necessary or advisable to evidence compliance by the City with the Internal Revenue Code and the applicable regulations of the United States Treasury promulgated under the Internal Revenue Code, with respect to the investment and use of the proceeds of the Series 2026 Bonds.

Section 11 **Certain Findings and Determinations**

The City Council hereby finds and determines as follows:

(a) The City has previously issued the following bonds under the General Bond Resolution:

(i) \$3,250,000 Water System Revenue Bonds, Series 2017, issued on June 6, 2017;

(ii) \$2,000,000 Water System Revenue Bonds, Series 2018, issued on May 22, 2018;

(iii) \$2,000,000 Water System Revenue Bonds, Series 2018B, issued on November 28, 2018; and

(iv) \$1,571,022 Water System Revenue Bonds, Series 2022, issued on November 23, 2022.

(b) there are no outstanding bonds, notes or other evidence of indebtedness payable from and secured by a lien or charge upon the Net Revenues pledged under the Resolution other than the foregoing bonds and the prior obligations consisting of a note issued by the City to the Vermont Department of Environmental Conservation Clean Water State Revolving Fund in the original principal amount of \$228,006, which is payable from the Net Revenues pledged under the Resolution.

Section 12 **Special Covenants**

The City hereby covenants and agrees that the following provisions shall be in effect so long as the Series 2026 Bonds are Outstanding under the Resolution, provided that any or all of such provisions may be waived in accordance with the terms of Sections 9.1 and 9.2 of the General Bond Resolution:

(a) The City shall notify the Trustee of the proposed issuance of obligations supported by any inferior or subordinate pledge of Revenues; and

(b) The City shall proceed with due diligence to carry out and complete the Projects financed by the issuance of Bonds or, in the case of Bonds issued under Section 2.3(C) of the Resolution, to complete the work financed by the Bonds. Notwithstanding the foregoing, the City may discontinue a Project (or work financed under Section 2.3(C)) of the Resolution by written notice to the Trustee with a certificate of the Consulting Engineer stating that, by reason of change of circumstance not reasonably expected at the time of issuance of the Bonds, completion of the Project (or work) is no longer consistent with Prudent Utility Practice or, in the case of a jointly-owned Project, the Project may be discontinued as provided in the applicable ownership agreement. The moneys for the Project in the Construction Fund not needed to pay Project Costs of the Project (as determined by a certificate of the Consulting Engineer) shall be deposited, as the City shall determine, in the Renewal and Replacement Fund, the Construction Fund (for the purpose of paying Project Costs or Projects designated by the Issuer) or the Special Redemption Fund; provided, however, that if the moneys are not deposited in the Special Redemption Fund, the Issuer shall obtain an Opinion of Bond Counsel that such application will not adversely affect the tax status of any outstanding Bonds. Such opinion shall not be required if the applicable series of Bonds are not issued as tax-exempt obligations.

(c) Funds held in the General Fund may be invested in the same manner as provided for moneys held in the Revenue Fund.

Section 13 **Bond Insurance**

In the event that the Chief Administrative Officer or Director of Finance of the City and the Director of the Department of Public Works determine that it is in the best interest of the City to obtain bond insurance for the Series 2026 Bonds, the Chief Administrative Officer or Director of Finance of the City and the Director of the Department of Public Works may include provisions

in the Series Certificate as may be reasonably required by the Bond Insurer providing the Bond Insurance Policy to insure the payment of principal and interest on the Series 2026 Bonds (or any maturity thereof).

Section 14
Successor Trustee

The Chief Administrative Officer is hereby authorized to appoint a successor trustee to serve as Trustee under the General Bond Resolution. The Chief Administrative Officer is authorized to execute and deliver such further agreements and instruments as may be necessary in order to transfer the duties and responsibilities of the current Trustee to a successor trustee.

Section 15
Award of Bonds; Official Statement; Further Action

The City's Chief Administrative Officer, the City's Director of Finance, and the Director of Public Works are, and each of them hereby is, authorized either singly or together:

(a) to execute and deliver a loan application and a loan agreement with the Bond Bank for a loan from the State of Vermont under the Drinking Water State Revolving Loan Fund program, in such form as the signing officer shall approve;

(b) if the Series 2026 Bonds are not issued to the Bond Bank under the Drinking Water State Revolving Loan Fund program, to execute and deliver an underwriting agreement, bond purchase agreement, or contract of purchase negotiated with a financial institution engaged to underwrite, market and sell the Series 2026 Bonds (the "Underwriter") with respect to the Series 2026 Bonds, in such form as the signing officer shall approve;

(c) to prepare, make public, execute and deliver to and authorize distribution by the Underwriter to prospective purchasers and investors of a Preliminary Official Statement with respect to the Series 2026 Bonds;

(d) to prepare, make public, execute and deliver to and authorize distribution by the Underwriter to prospective purchasers and investors of an Official Statement and by making such other changes or corrections as the signing officer or officers may approve, such officer's or officers' execution to be conclusive evidence of such approval;

(e) if required in connection with the issuance of the Series 2026 Bonds, to execute and deliver a Continuing Disclosure Undertaking with respect to the Series 2026 Bonds, under which the City will be obligated to provide financial information, operating data and financial statements with respect to the City and the Water System, notice of certain events if material, and certain other notices, to nationally recognized municipal securities information repositories and others, all as described therein;

(f) execute a Series Certificate evidencing determinations or other actions taken pursuant to the authority granted hereby, and such Certificate shall be conclusive evidence of the action or determination of the Chief Administrative Officer or Director of Finance of the City and the Director of the Department of Public Works as stated therein, which Series Certificate shall

specify the following, which are to be determined in the discretion of the Chief Administrative Officer or Director of Finance of the City and the Director of the Department of Public Works, subject to the authorization and restrictions contained in this Resolution:

- i. To determine the aggregate principal amount of the Series 2026 Bonds, in an amount not to exceed the amount authorized under the section captioned, "Authorization" hereof, and to determine that the proceeds to be derived from the issuance of such Bonds, to set forth any amounts that are to be forgiven following completion of the Project, and to cause the execution and delivery of one or more debt instruments representing the same;
- ii. To determine the maturities, maturity amounts of each of the Series 2026 Bonds and interest payment dates of the Series 2026 Bonds, and the manner of payment to the Bond Bank if such bonds are issued to the Bond Bank under the Drinking Water State Revolving Loan Fund program;
- iii. To determine which Series 2026 Bonds are to be designated as Serial Bonds and which Series 2026 Bonds are to be designated as Term Bonds, and to determine the sinking fund requirements for any such term Bonds;
- iv. To determine the interest rate or rates for the Series 2026 Bonds; provided, however, that if the average true interest cost rate on the Series 2026 Bonds is to exceed **4.50%**, the issuance and sale of the Series 2026 Bonds shall be subject to the approval of the City's Board of Finance;
- v. To determine the redemption provisions of the Series 2026 Bonds in accordance with the provisions of Section 4 and Section 5 hereof,
- vi. To determine if the Series 2026 Bonds are to be issued as tax-exempt obligations;
- vii. To determine the dated date of the Series 2026 Bonds;
- viii. To determine the date or dates of sale and issuance of the Series 2026 Bonds;
- ix. To determine whether the Series 2026 Bonds, or any portion thereof, shall benefit from the issuance of an insurance policy or other form of credit enhancement; provided, however, that in making such determination, Chief Administrative Officer or Director of Finance of the City and the Director of the Department of Public Works shall be entitled to rely upon a certificate or certificates of the Underwriter to the effect that the present value of the premium paid to obtain the such credit enhancement is less than the present value of the interest reasonably expected to be saved as a result of having such enhancement, using the yield on the Series 2026 Bonds (determined with regard to the premium paid for the such enhancement) as the discount rate for this purpose;
- x. If a form of credit enhancement supports the payment of the principal of and interest on all or a portion of the Series 2026 Bonds, to accept provisions which are a condition precedent to the issuance of the form of credit enhancement to the extent such provisions are not inconsistent with the Bond Resolution;
- xi. To provide for the establishment of a separate account to be maintained in the Debt Service Reserve Fund to secure the Series 2026 Bonds and the manner in which it shall be funded, all in accordance with Section 5.4 of the Resolution, or to

determine that the Debt Service Reserve Fund shall not secure the Series 2026 Bonds and waive the Debt Service Reserve Fund Requirement with respect to the Series 2026 Bonds;

- xii. If the Series 2026 Bonds are issued to the Bond Bank for a loan from the State of Vermont under the Drinking Water State Revolving Loan Fund, to provide for direct payment of principal and interest to the Bond bank as the holder of the Series 2026 Bonds;
- xiii. If the Series 2026 Bonds are issued to the Bond Bank for a loan from the State of Vermont under the Drinking Water State Revolving Loan Fund, to determine what principal amount of the Series 2026 Bonds may be issued subject to debt forgiveness without voter approval pursuant to 24 V.S.A. § 4755(a)(4)(D); and

(g) to execute such other documents, enter into such covenants and take such other actions as are necessary or advisable to effect the issuance and delivery of the Series 2026 Bonds, the loan from the Bond Bank under the Drinking Water State Revolving Loan Fund, and the application of the proceeds thereof in accordance with the provisions of this Supplemental Resolution.



MEMORANDUM

TO: Board of Finance / City Council

FROM: Martin Lee, PE DPW Water Resources Engineering Manager
Mary Bourque, PE DPW Water Resources Engineer

CC: Chapin Spencer, DPW Director
Megan Moir, Division Director Water Resources

DATE: November 17, 2025 Board of Finance
December 1, 2025 City Council

RE: 2026 Water Distribution Improvements – Step III DWSRF Loan Application

REQUEST

The Department of Public Works (“DPW”) and its Water Resources Division (WRD) seeks authorization, through the attached resolution, to apply for a Drinking Water State Revolving Fund (“DWSRF”) loan amount of \$1,808,000 for 2026 Water Distribution Improvements and to designate the Mayor and appropriate City staff to execute associated documents.

INTRODUCTION:

The 2026 Water Distribution Improvements project includes approximately 2,500 feet of pipe replacement in the following locations:

- Pine Street from Home Avenue south to the Champlain Parkway project limits
- Summit Street between Main Street and Maple Street
- Bennington Court

These locations and the final timing will continue to be coordinated with DPW Technical Services that oversees the paving program. Bennington Court must be completed in calendar year 2026, but the other two projects can potentially be completed later (2027) to allow for improved contractor pricing based on contractor availability. However, the intent is to bid the project as a package. The portion of Pine Street that has water main replacement will receive full width paving as part of the same contract. The full width paving will be funded by Street Capital funds which are not detailed in this memo because the paving funding source will be specified in a City Council memo once construction bids are received. Bennington Court and Summit Street also have full width paving planned by Technical Services in the near future but the full width paving will be part of the City’s paving contract.

The water main rehabilitation work will be funded from the 2025 voter approved WATER bond Sustainable Infrastructure Plan. There is \$7,250,000 set aside for water main renewal work. The scope of work detailed in this memo would be the first draw on the voter approved WATER bond for water main renewal work. More information about the Sustainable Infrastructure Plan is here:

<https://www.burlingtonvt.gov/885/2025-Bonds>

Burlington's water main renewal (replacement or relining) is guided by asset management decision making. Factors that guide the selection of water main renewal projects include: coordination of subsurface improvements in advance of other capital projects such as street paving, age of pipe, break history on specific pipes, and criticality of pipes to the larger drinking water distribution system. The water mains selected for renewal in the asset management plan are regularly reviewed and updated to help minimize risk within available funding. The method of water main renewal (replacement or relining) is project specific. Whereas water main relining was once more cost effective (50 year increase in useful life at a lower cost than open dig replacement), the cost savings are now not as significant. As such, when feasible, replacement of water mains is preferred because it provides a an even more robust product with a longer estimated useful life and in most cases a long-term life cycle analysis shows pipe replacement is more cost effective. Relining water mains has proven very useful for projects with limited space and will continue to be an option in Burlington. Renewing Burlington's aging water mains is an ongoing process that happens incrementally and additional bond funding will be requested to sustain the continual pipe renewal projects.

In order to reduce rate payer impacts DPW Water Resources is planning on using a Drinking Water State Revolving Fund ("DWSRF") Loan. The DWSRF carries specific requirements during the procurement, design, and construction phases of projects. While this adds some time and effort on the front end, it is balanced by the lower cost (up to 2% administrative fee and up to 1% interest rate), the ability to extend repayment out to 30 years and a delayed repayment period (1 year from the completion of construction) which gives us some flexibility in budgeting for debt service. These benefits will result in mitigated rate increases for our residents and customers.

This memo seeks approval to submit a loan application to the DWSRF program to cover up to \$1,808,000 of the water distribution construction costs. This project is close to being competitively bid for construction. DPW is seeking to apply for this loan now based on recommendation from the State because the project is close to being competitively bid for construction and because loan processing timelines can be long. The final loan amount will be based on the final cost of the project (within the loan limit).

Construction contractor procurement will start once the State has confirmed the project can be publicly advertised. Some of the steps required prior to advertising the project include ensuring a Water Construction Permit is in place and all necessary environmental reviews are complete. We will return to Board of Finance and City Council to seek approval to execute construction contracts after project bids are received.

Separately, Water Resources is close to advancing procurement of a resident engineering consultant to provide construction support for the project that will be eligible for loan funding (see project cost and loan summary below). The current budget for engineering services, including billable City staff engineering support, is a not to exceed value of \$225,000. As such, the contract falls within Mayoral approval threshold and is not anticipated to require Board of Finance or Council approval. As with all contracts greater than \$50,000, it will be posted on the [Purchase Tracking Page](#).

PROJECT COST AND LOAN SUMMARY:

The following summary table outlines the costs that comprise the total DWSRF Loan amounts for which we are seeking approval. DPW engineering project management time is eligible for loan reimbursement. We plan on leveraging this opportunity in select circumstances. We have estimated not-to-exceed (NTE) values for our loan applications to ensure there is contingency to make reasonable scope of work adjustments during the final review of the scope by the State and during the bid process.

2026 Water Distribution Improvements Project

Item	Estimated Costs	Loan Type
Step III: Force Account Engineering	\$225,000 combined value of force account engineering and consultant*	TOTAL NTE \$1,808,000**
Step III: Resident Engineering Consultant		
Step III: Construction Cost Estimate with 20% Contingency	\$1,583,000	

*The combined value of force account engineering and the consultant is based on the State engineering fee curve. We are seeking approval to sign a contract with a consultant up to the maximum amount allowed by the fee curve to provide flexibility in the resolution. The final consultant contract amount will be determined after the consultant is procured in accordance with the City purchasing policy. Force account engineering will be a value within the balance of the fee curve to maximize DWSRF borrowing for eligible expenses.

**Seeking approval from City Council for the NTE DWSRF loan \$1,808,000.

The next step in advancing the project is obtaining approval from the Board of Finance and City Council to pursue the various steps in applying for and executing the associated DWSRF Loan.

The annual debt service, which starts the fiscal year after the completion of construction, is estimated to be \$80,816¹ a year, not including the benefit of any potential construction subsidy. The 5-year Water Resources Rate Plan presented as part of the [2025 LAKE and WATER bonds](#) included this borrowing and the estimated rate increases needed for repayment of this project starting as early as FY27.

¹ Using most recent DWSRF issuance borrowing terms of 2% administrative fee, 0% interest, payable over 30 years.

ATTACHMENTS:

- Attachment A: Resolution with Supplemental Bond Resolution No. 6 attached

MOTIONS:

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

Board of Finance Actions:

1. "To approve and recommend that the City Council waive the reading and adopt the attached resolution authorizing a Step III \$1,808,000 loan from the Vermont Drinking Water State Revolving Fund for the construction of 2026 Water Distribution Improvements as more specifically set forth in the attached resolutions."

City Council Actions:

2. "To waive the reading and to adopt the attached resolution authorizing a Step III \$1,808,000 loan from the Vermont Drinking Water State Revolving Fund for the construction of 2026 Water Distribution Improvements as more specifically set forth in the attached resolutions."

Thank you for your consideration of this request.

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: DPW-Water Resources Submitter: Martin Lee

Title/Subject: 2026 Water Distribution Improvements – Step III DWSRF Loan Application

Approval Requested:	Meeting Date:
<input checked="" type="checkbox"/> Board of Finance	11/17/2025
<input checked="" type="checkbox"/> City Council	12/1/2025
<input type="checkbox"/> Both BOF and Council	Click or tap to enter a date.

Instructions

1. This form must be completed by the person submitting the materials.
2. This form must be sent with the final submission of materials in advance of the meeting.
3. Do not indicate that a sign-off was received until it has actually been obtained.
4. Commission reports and presentations do not need to be reviewed by the CAO or Attorneys.
5. Name the reviewing Attorney or HR Manager in the Note column.

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	11/10/2025	Chapin Spencer
Mayor's Office	Yes	11/12/2025	Erin Jacobsen
Board/Commission	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and contracts or legal documents	Yes	11/12/2025	Erik Ramakrishnan
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	11/12/2025	Erik Ramakrishnan
CAO for budget, financing, and memo	Yes	11/12/2025	Katherine Schad
Human Resources, if personnel action or policy	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	N/A	Click or tap to enter a date.	Click or tap here to enter text.



To: Board of Finance / City Council
From: Kara Alnasrawi, CEDO Director
CC: Katherine Schad, CAO
Nicole Losch, DFA
Date: November 11th, 2025

RE: Innovative Finance and Asset Concession (IFAC) Grant – Spending Authorization

Request:

CEDO requests Board of Finance and City Council approval and authorization for a budget amendment to fully record the remaining project costs associated with the Innovative Finance and Asset Concession (IFAC) Grant.

Background:

On December 16, 2024, the Board of Finance and City Council approved and authorized the acceptance of a \$1,000,000 grant under the USDOT Innovative Finance and Asset Concession Grant Program to support infrastructure-related expenses tied to the South End Coordinated Redevelopment (SECORD) initiative. In 2025, USDOT approved a request for costs associated with the Memorial Block project to be eligible under this same grant. To date, \$150,000 of the total award has been budgeted.

This amendment seeks to record the remaining life-to-date project costs to ensure that the full grant amount and related expenditures are properly reflected in the City's accounting system for project tracking and reimbursement purposes.

Budget Impact:

This amendment increases the IFAC project budget by \$850,000, bringing the total to \$1,000,000. The adjustment is fully reimbursable under the terms of the IFAC grant and has no impact on the City's general fund.

Attachments:

- 1) Project Budget Amendment Details
- 2) 2024.12.16 CC Resolution re USDOT IFACGP Acceptance – Signed
- 3) Memo re USDOT SECORD Grant Acceptance

Motions:

Board of Finance:

1. To approve and recommend that the City Council authorize the increase in the IFAC (USDOT Innovative Finance and Asset Concession) Grant project budget by \$850,000.00, resulting in the total authorized amount increasing from \$150,000.00 to \$1,000,000.00 for the IFAC Grant project supporting the South End Coordinated Redevelopment (SECORD) and Memorial Block initiatives.
2. To approve and recommend that the City Council authorize the Chief Administrative Officer, or their designee, to effect all necessary budget amendments and transfers of funds to and from the above-referenced funding sources as needed to pay the above-referenced project expenses and Overall Project Budgets, in substantial conformance with the attached budget transfer request.

City Council:

1. To approve the increase in the IFAC (USDOT Innovative Finance and Asset Concession) Grant project budget by \$850,000.00, resulting in the total authorized amount increasing from \$150,000.00 to \$1,000,000.00 for the IFAC Grant project supporting the South End Coordinated Redevelopment (SECORD) and Memorial Block initiatives.
2. To authorize the Chief Administrative Officer, or their designee, to effect all necessary budget amendments and transfers of funds to and from the above-referenced funding sources as needed to pay the above-referenced project expenses and Overall Project Budgets, in substantial conformance with the attached budget transfer request.

**CITY OF BURLINGTON, VT
PROJECT BUDGET AMENDMENT REQUEST**

Department: CEDO

Requested by: Kara Alnasrawi

Date: 11/12/2025

Briefly explain the reason for the amendment:

Budget IFAC reimbursable grant and related expenses for project tracking; grant is \$1,000,000 and \$150k has already been budgeted, this is to record the remaining life-to-date expected project costs.

BUDGET AMENDMENT DETAILS

Org Set	GL Account	Account Name	Project/Sub/Detail Name	Increase/ (Decrease)
301-31-330-399	4875_100	CEDO, CEDO, Special Projects, Misc. Special Projects.Grants - Federal Operating Direct	CEDO SPEC PROJ-DOT IFAC - SPECIAL PROJECTS GRANTS, Dept of Transportation Innovative Finance and Asset Concession	850,000
301-31-330-399	5000_100	CEDO, CEDO, Special Projects, Misc. Special Projects.Salaries and Wages - Regular, Full Time	CEDO SPEC PROJ-DOT IFAC - SPECIAL PROJECTS GRANTS, Dept of Transportation Innovative Finance and Asset Concession	150,000
301-31-330-399	6246	CEDO, CEDO, Special Projects, Misc. Special Projects.Outreach	CEDO SPEC PROJ-DOT IFAC - SPECIAL PROJECTS GRANTS, Dept of Transportation Innovative Finance and Asset Concession	75,000
301-31-330-399	6500_118	CEDO, CEDO, Special Projects, Misc. Special Projects.Professional and Consultant Svs - Contractual Services	CEDO SPEC PROJ-DOT IFAC - SPECIAL PROJECTS GRANTS, Dept of Transportation Innovative Finance and Asset Concession	625,000

Resolution Relating to

AUTHORIZATION TO ACCEPT U.S. DEPARTMENT OF TRANSPORTATION INNOVATIVE FINANCE AND ASSET CONCESSION GRANT OF \$1 MILLION FOR SOUTH END COORDINATED REDEVELOPMENT

RESOLUTION 6.29

Sponsor(s): Bd. of Finance
Introduced: 12/16/24
Referred to:
Action: adopted
Date: 12/16/24
Signed by Mayor: 12/18/24

CITY OF BURLINGTON

In the year Two Thousand Twenty-Four.....

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

1 That WHEREAS, the city’s South End has evolved from an active industrial and manufacturing hub,
2 through a period of high vacancy rates in the 1970s, and into a creative district that is still the geographic and
3 economic hub of industry and manufacturing in Burlington; and

4 WHEREAS, the South End represents just 4% of the city’s total land area, and is home to nearly half
5 of the city’s office and industrial space – employing over 6,000 people in ~500 businesses, from artists and
6 makers to companies large and small; and

7 WHEREAS, Burlington residents and the greater community called for zoning amendments that
8 continue to support arts and artists, light manufacturing, and innovation sector start-ups, while allowing
9 residential use and limit heavy manufacturing (planBTV South End, 2019); and

10 WHEREAS, in July 2023, the City Council unanimously approved the South End Innovation District
11 (SEID) Zoning Amendment, which was intended to promote a vibrant urban district with a mix of uses,
12 including hundreds of new homes and neighbors coexisting with new spaces for the arts, light manufacturing,
13 higher education and other commercial uses; and

14 WHEREAS, Burlington Community Development Corporation, a nonprofit affiliate of the City, owns
15 68 Sears Lane; Ride Your Bike, LLC owns 125 Lakeside Avenue; and Champlain College owns 175 Lakeside
16 Avenue, and collectively these parties (the “Parties”) own contiguous parcels totaling 13.3 acres in the core of
17 the new SEID; and

18 WHEREAS, on January 31, 2023, the Parties entered into a Memorandum of Understanding to
19 facilitate a conceptual design framework and infrastructure assessments for the coordinated redevelopment of
20 these parcels resulting in a vibrant, sustainable and accessible mixed-use neighborhood; and

21 WHEREAS, the Parties view this is a unique opportunity to develop a new sustainable, walkable, bike-
22 friendly, mixed-income neighborhood with public open spaces and resilient green infrastructure, and that
23 coordinated redevelopment will result in a sum that is far greater than its parts; and

Resolution Relating to

**AUTHORIZATION TO ACCEPT U.S. DEPARTMENT OF
TRANSPORTATION INNOVATIVE FINANCE AND ASSET CONCESSION
GRANT OF \$1 MILLION FOR SOUTH END COORDINATED
REDEVELOPMENT**

24 WHEREAS, the Parties acknowledge the ongoing conceptual design must be informed by the overall
25 water, wastewater, stormwater, traffic and parking projections – which in turn will enable the Parties to better
26 understand the magnitude of infrastructure constraints and develop strategies to address such constraints; and

27 WHEREAS, the Parties have been working together for nearly 2 years to develop a shared
28 understanding of the infrastructure opportunities and constraints for a transit-oriented-development with
29 funding from the Chittenden County Regional Planning Commission and the Vermont Agency of Commerce
30 and Community Development; and

31 WHEREAS, on March 11, 2024, the City Council approved a Pre-Development Agreement among the
32 Parties to engage in joint planning for the “South End Coordinated Redevelopment (SECORD)” of the subject
33 parcels noted above in a coordinated fashion with a mixed-use development project; and

34 WHEREAS, in May 2024, the Community & Economic Development (CEDO) in conjunction with the
35 Clerk/Treasurer’s Office Grant Team submitted an application for funding to the US Department of
36 Transportation under the Innovative Finance and Asset Concession Grant Program to assist the city and its
37 partners in delivering the desired Transit-Oriented Development (TOD) neighborhood by procuring additional
38 technical expertise to complete financial modeling, legal negotiations, civil engineering, environmental site
39 assessments, landscape architecture, feasibility studies, and engagement activities; and

40 WHEREAS, the City’s application was successful and the U.S. Department of Transportation awarded
41 \$1 million in grant funding to be used for the purposes detailed in the above paragraph over a three-year
42 period with no local match requirements; and

43 WHEREAS, on December 16, 2024, the Board of Finance recommended to the City Council that the
44 Director of CEDO be authorized to execute a U.S. Department of Transportation Innovative Finance and
45 Asset Concession Grant Program Cooperative Agreement for \$1,000,000 to enable the City to procure
46 additional technical expertise as detailed in the following paragraph;

47 NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of CEDO to
48 execute a U.S. Department of Transportation Innovative Finance and Asset Concession Grant Program
49 Cooperative Agreement for \$1,000,000 to enable the City to procure additional technical expertise to complete
50 financial modeling, legal negotiations, civil engineering, environmental site assessments, landscape
51 architecture, feasibility studies, and engagement activities as further detailed in the City’s May 2024
52 application to the U.S. DOT; and

AUTHORIZATION TO ACCEPT U.S. DEPARTMENT OF
TRANSPORTATION INNOVATIVE FINANCE AND ASSET CONCESSION
GRANT OF \$1 MILLION FOR SOUTH END COORDINATED
REDEVELOPMENT

53 BE IT FURTHER RESOLVED that the City Council authorizes the Director of CEDO to take such
54 further actions, and to execute such further instruments approved as to form by the City Attorney, as may be
55 necessary or convenient to facilitate the transactions contemplated hereby; and

56 BE IT FURTHER RESOLVED that the Director of CEDO may execute amendments to the
57 cooperative agreement, provided that any City match associated with such an amendment is within staff's
58 approval authority pursuant to the City's purchasing policy.

59

60 *BTP/Resolutions 2024/Authorization To Accept U.S. Department Of Transportation Innovative Finance And Asset Concession Grant Of \$1 Million*
61 *For South End Coordinated Redevelopment*
62 *12/06/2024*

* * * * *

ORIGINAL

DISTRIBUTION:

I hereby certify that this resolution has been sent to the following department(s) on
Brian Pine, CEDO Director

RESOLUTION RELATING TO

Authorization To Accept U.S. Department Of Transportation Innovative Finance And Asset Concession Grant Of \$1 Million For South End Coordinated Redevelopment

Adopted by the City Council

December 16, 2024

[Signature] Clerk

Approved Dec 18, 2024

[Signature] Mayor

Vol. Page

Attest:

[Signature]
Lori Olberg
Licensing and Records Coordinator

* * * * *



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

149 CHURCH STREET • ROOM 32 • CITY HALL • BURLINGTON, VT 05401
(802) 865-7144 • (802) 865-7024 (FAX)
www.burlingtonvt.gov/cedo

TO: Board of Finance and City Council
FROM: Brian Pine, CEDO Director
DATE: December 9, 2024
RE: Acceptance of \$1M grant under the USDOT innovative Finance and Asset Concession Grant Program

The memo accompanies the resolution for your consideration at the concurrent meetings to be held on December 16, 2024. Specifically, we are seeking BoF and Council authorization for the City accept the grant award that is described in this memo.

As you may recall, the City Council approved a Pre-Development Agreement among the Parties in March 2024 to engage in joint planning for the “South End Coordinated Redevelopment (SECORD)” of parcels owned by the Burlington Community Development Corporation, Ride Your Bike, LLC and Champlain College in a coordinated fashion with a mixed-use development project.

Faced with constrained staff capacity across the participating City departments, CEDO developed a grant application in conjunction with the Clerk/Treasurer’s Office Grant Team for funding to the US Department of Transportation under the Innovative Finance and Asset Concession Grant Program. This new program was created under the Infrastructure Investment and Jobs Act (Pub. L. 117-58) (also referred to as the Bipartisan Infrastructure Law or BIL) to provide grants to enhance the technical capacity of eligible public entities to facilitate and evaluate public-private partnerships. The USDOT prioritized projects that advance the Departmental priorities of safety, equity, climate and sustainability, and workforce development, job quality, and wealth creation consistent with the USDOT Strategic Plan.

A grant of \$1M was sought to assist the city and its partners in delivering the desired Transit-Oriented Development (TOD) neighborhood. Fortunately, the City’s application was successful and the USDOT awarded \$1 million to fund pre-development activities over a three-year period with no local match requirements. The funding will enable the City to procure additional technical expertise to complete financial modeling, legal negotiations, project management, civil engineering, environmental site assessments, landscape architecture, feasibility studies, and engagement activities as further detailed in the City’s May 2024 application to the USDOT.

As always, please reach out if you wish to discuss this request.



To: Board of Finance
From: Kara Alnasrawi, CEDO Director
CC: Chapin Spencer, DPW Director
Charles Dillard, OCP
Date: November 11th, 2025
RE: Contract Authorization - Taft Infrastructure Advisors (SECORD and Memorial Block)

Request:

CEDO requests Board of Finance approval and authorization to execute a professional services contract with Taft Infrastructure Advisors. Taft will assist the City and its project partners in developing innovative financial mechanisms and implementation strategies that will advance the South End Coordinated Redevelopment (SECORD) initiative, and the Memorial Block redevelopment in downtown Burlington. This work will be fully funded by the \$1 million Innovative Finance and Asset Concession (IFAC) Grant awarded to the City in 2024.

Background and Procurement:

In 2024, the City entered into pre-development agreements with both the SECORD and Memorial Block partners. These agreements establish the framework for pre-development coordination, financial analysis, and implementation planning. Concurrently, the City secured the IFAC Grant to support pre-development activities over a three-year period, with no local match requirement. To support this work, the City issued a public Request for Quotes (RFQ) seeking qualified firms to perform the financial and technical analyses outlined in the pre-development agreements. Three proposals were received, and Taft Infrastructure Advisors achieved the highest evaluation score, meeting all RFQ requirements. Six coordinated projects are included in the contract to advance both development projects:

- Project 1:** Infrastructure Sequencing and Cost Evaluation
- Project 2:** Tax Stabilization Impact Analysis
- Project 3:** TIF/CHIP Modeling and Refinement
- Project 4:** Alternative Financing Structures
- Project 5:** Memorial Block Economic & Fiscal Impact Study
- Project 6:** SECORD Cost-Sharing Framework

While led by Taft, the consultant team also includes Baker Tilly, a national public accounting firm, and VHB, an engineering and planning firm with local offices in Vermont. This contract represents a key step toward advancing both redevelopment projects from pre-development into implementation.

Attachments:

- 1) Draft Contract
- 2) IFAC Grant Acceptance Resolution

Motion:

To approve and authorize the Director of CEDO to execute a professional services contract with Taft Infrastructure Advisors in an amount not to exceed \$299,886, subject to final review and approval by the City Attorney's Office.

**CITY OF BURLINGTON
CONSULTANT CONTRACT**

This Consultant Contract (“Contract”) is entered into by and between the City of Burlington, Vermont (“the City”), and Taft/Infrastructure Advisors (“Consultant”), a Washington, DC corporation located at 200 Massachusetts Ave, Suite 500, Washington, DC, 20001.

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

1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

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

2. RECITALS

- A. **Authority.** Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party’s obligations have been duly authorized.
- B. **Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.
- C. **Purpose.** The City seeks to employ the Consultant to support the development of a range of innovative financial mechanisms and structures to support the City and its project partners in the collective efforts to further advance two Transit Oriented Development (TOD) projects known as the South End Coordinated Redevelopment project, or “SECORD” and the Memorial Block redevelopment project in downtown Burlington.

3. EFFECTIVE DATE & TERM

- A. **Effective Date.** This Contract shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Contract before the

Effective Date and shall have no obligation to pay Consultant for any performance or expense incurred before the Effective Date or after the expiration or termination of this Contract.

- B. Term.** This Contract and the Parties' respective performance shall commence on the Effective Date and expire on April 30, 2026, or upon the satisfaction of the City, unless sooner terminated as provided herein.

4. SCOPE OF WORK

The Consultant shall perform the services listed in Attachment A (Request for Proposals) to the reasonable satisfaction of the Director of CEDO or designee and as described in Attachment B (Consultant's Response to Request for Proposals), subject to Section 7B hereof and the reasonable directions of Director of CEDO or designee.

5. PAYMENT FOR SERVICES

- A. Amount.** The City shall pay the Consultant for completion of the Work in accordance with Attachment B (Consultant's Response to Request for Proposals) on a monthly basis with detailed invoices that separates work done on each project, subject to the Maximum Limiting Amount in Paragraph C, below.

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

- B. Payment Schedule.** The City shall pay the Consultant in the manner and at such times as set forth in the detailed monthly invoices. The City seeks to make payment within thirty days of receipt of an invoice and any backup documentation requested under subsection D (Invoice) below.
- C. Maximum Limiting Amount.** The total amount that may be paid to the Consultant for all services and expenses under this Contract shall not exceed the maximum limiting amount of \$299,886.00 (Two hundred ninety-nine thousand eight hundred eighty-six dollars and zero cents). The City shall not be liable to Consultant for any amount exceeding the maximum limiting amount without duly authorized written approval.
- D. Invoice.** Consultant shall submit one copy of each invoice, including rates; a detailed breakdown by task for each individual providing services; and backup documentation for any equipment or other expenses to the following:

Gummi Jonsson
CEDO Real Estate Development Manager
City Hall
149 Church St.
Burlington, VT 05401
gjonsson@burlingtonvt.gov;

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

6. SECTION & ATTACHMENT HEADINGS

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

7. CONTRACT DOCUMENTS & ORDER OF PRECEDENT

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

The following documents constitute the Contract Documents:

Attachment A: Request for Proposals dated July 2, 2025

Attachment B: Consultant's Response to Request for Proposals dated October 21, 2025

Attachment C: Burlington Standard Contract Conditions for Consultants

Attachment D: Burlington Livable Wage Ordinance Certification

Attachment E: Burlington Outsourcing Ordinance Certification

Attachment F: Burlington Union Deterrence Ordinance Certification

Attachment G: Consultant's Certificate of Insurance & Endorsements


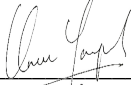
- B. Order of Precedent.** To the extent a conflict or inconsistency exists between the Contract Documents, or provisions therein, then the Contract takes precedent. Any Invitation for Bids, Additional Contract Provisions, and the City Ordinance Certifications shall prevail over any inconsistency with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

8. [Reserved]

— Signatures follow on the next page —

SIGNATURE

Persons signing for the Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect. This Contract may be executed in counterparts, each of which may be deemed an original. This Contract may be executed electronically, and an electronic copy or other facsimile shall be treated as an original.

Consultant Taft/Infrastructure Advisors	
By:  Seth W. Miller Gabriel, Principal	By:  Umer Yaqub Principal
Date: <u>November 5, 2025</u>	

City of Burlington Community & Economic Development Office	
By: _____ Kara Alnasrawi Director	
Date: _____	

**Attachment A:
Request for Proposals dated July 2, 2025**



CITY OF BURLINGTON
REQUEST FOR QUALIFICATIONS (“RFQ”)
FOR
EXPERT CONSULTANT SERVICES

RFQ Date Issued: July 2, 2025
Questions Due: July 17, 2025
Electronic Proposals Due: July 25, 2025
Issuing Point of Contact: Kara Alnasrawi
Director
Community & Economic Development Office (CEDO)
149 Church St, 3rd Floor, Burlington, VT 05401
Direct: 802-238-1910
Email: kalnasrawi@burlingtonvt.gov

I. PROJECT OVERVIEW

The City of Burlington (the “City”) is soliciting qualification-based proposals (or “RFQ”) from expert consultants to support the development of a range of innovative financial mechanisms and structures to support the City and its project partners in the collective efforts to further advance two Transit Oriented Development (TOD) projects known as the South End Coordinate Redevelopment project, or “SECORD” and the Memorial Block redevelopment project in downtown Burlington.

II. BACKGROUND

[The South End Innovation District Overlay](#) (SEID), adopted in 2023, was established to transform underutilized and contaminated sites within Burlington’s Enterprise-Light Manufacturing (ELM) district into a vibrant, mixed-use hub. Rooted in the vision of [planBTV: South End](#), the overlay supports a blend of housing, arts, manufacturing, and

office uses while enhancing multimodal transportation and promoting sustainability. Recognizing the city’s escalating housing crisis since 2019, the SEID was designed in part to address housing shortages that have hindered hiring across South End industries, including its innovation and arts sectors. A request from HULA, a major local incubator, helped initiate a zoning amendment that was prioritized in the City’s 2021 Housing Action Plan and ultimately led to the overlay’s creation.

Following SEID’s adoption, the City entered into a pre-development agreement in 2024 with Ride Your Bike, LLC and Champlain College—owners of 125 and 175 Lakeside Ave, respectively—collectively known as the SECORD Parties. In January 2025, an amended agreement was unanimously approved by City Council, expanding the scope of due diligence and planning efforts. This work forms the basis for the current RFQ, inviting consultants to support the continued implementation of the SECORD project.

The [Memorial Block Redevelopment project](#), is the proposed redevelopment of several vacant and blighted parcels at the entrance to the City’s downtown as a new mixed-use transit-oriented development. The proposed project will provide new homes, substantial indoor and outdoor civic space to replace the shuttered Memorial Auditorium, a hotel, underground and structured parking to serve both the new development and the downtown and new pedestrian and upgraded vehicular connectivity.

Combined, the projects above, will provide 1,200+ new homes within the City of Burlington in vibrant, sustainable and accessible mixed-used neighborhoods.

III. SCOPE OF WORK

Project 1: Infrastructure Sequencing and Cost Evaluation

Objective: Develop an infrastructure sequencing strategy aligned with development phasing and financing, supported by reliable cost estimates for capital planning.

Tasks:

- Review development plans, phasing schedules, and infrastructure requirements.
- Identify interdependencies across transportation, utilities, stormwater, public spaces, and civic infrastructure.
- Coordinate with City staff, private developers, and third-party engineers to verify infrastructure assumptions.
- Develop detailed sequencing plans, including design, permitting, construction, and occupancy milestones.
- Prepare capital cost estimates (ROM and detailed), including escalation and contingency factors.
- Develop cost allocation scenarios among public and private stakeholders.

- Coordinate sequencing with permitting and financing milestones.
- Advise on capital planning and long-term cost management.

Deliverables:

- Infrastructure Sequencing Report
- Cost Estimate Summary
- Cost Allocation Scenarios and Sensitivity Analysis
- Integrated Phasing Plan

Project 2: Tax Stabilization Impact Analysis

Objective: Evaluate and design potential tax stabilization agreements to offset public infrastructure costs while ensuring municipal fiscal sustainability.

Tasks:

- Review applicable statutes and local policies.
- Analyze potential property tax revenues under development scenarios.
- Model cost-benefit tradeoffs of stabilization structures.
- Advise on stabilization terms, durations, and triggers.
- Assess fiscal implications for City budgets.
- Recommend policy parameters for stabilization agreements.

Deliverables:

- Tax Stabilization Modeling Report
- Cost-Benefit Analysis Memo
- Draft Stabilization Agreement Framework
- Presentation Materials (if requested)

Project 3: Tax Increment Financing (TIF) Modeling and Refinement

Objective: Provide detailed TIF modeling integrating development phasing, infrastructure costs, entitlement assumptions, and bonding scenarios.

Tasks:

- Refine TIF revenue projections using zoning and entitlement data.
- Integrate ROM infrastructure costs into cash flow models.
- Evaluate bonding scenarios, fiscal risk, and revenue sufficiency.
- Model alternative phasing, bonding terms, and repayment structures.

- Ensure compliance with Vermont state TIF regulations.
- Advise on municipal budgeting and debt management strategies.

Deliverables:

- TIF Cash Flow Model
- Sensitivity Analyses
- Fiscal Risk Assessment Report
- Regulatory Compliance Summary

Project 4: Alternative Financing Structures

Objective: Explore and structure alternative public and private financing tools to fund infrastructure, civic improvements, and climate resiliency initiatives.

Tasks:

- Identify applicable financing sources (federal, state, private).
- Evaluate various financing instruments.
- Assess eligibility, advantages, and risks.
- Engage with private investors and financial institutions.
- Prepare multi-layered capital stack scenarios.
- Advise on grant applications and agency partnerships.

Deliverables:

- Capital Stack Options Report
- Financing Program Matrix
- Investor/Financing Partner Engagement Summary
- Financing Strategies Memo

Project 5: Market Engagement

Objective: Conduct market-facing outreach to test interest, promote opportunities, and identify public/private partners.

Tasks:

- Conduct real estate market analysis.
- Prepare briefing materials for outreach.
- Facilitate meetings, charrettes, or RFIs.
- Synthesize market feedback into actionable recommendations.

- Advise on partner solicitation strategies.

Deliverables:

- Market Assessment Report
- Stakeholder Engagement Summary
- Developer/Investor Prospectus
- Partner Outreach Plan

IV. Funding

Funding for the project will come primarily from the USDOT Innovative Finance & Assets Concession (IFAC) Grant Program, administered by the Build America Bureau, awarded to the City of Burlington in January 2025. The proposed budget for the anticipated scope of work will be reviewed following the evaluation of responses to this RFQ.

V. Anticipated Schedule

RFP Released	7/2/2025
Proposals Due	7/25/2025
Contract Award	8/22/2025
Completion	12/01/2025

If necessary, please provide suggested changes to this schedule in proposals.

VI. Consultant Qualifications

The City seeks a consultant and/or team of consultants with expertise in real estate development and public/private legal agreements to analyze the real estate, financial and legal components for future Development Agreements.

VII. Anticipated Scope of Work and Responsibilities

The City of Burlington is seeking to hire multiple Consultants or Consultant Team to support the development of comprehensive legal, financial and phasing mechanisms necessary to evaluate project feasibility, help structure potential financing mechanisms between public, private and grant sponsors that can support the phased construction of necessary public infrastructure improvements, and finalize development agreements. Firms may respond to all or specific scopes of work listed in Section III. It is anticipated that the selected consultant(s) will work in coordination with the City of Burlington, development partners and other consultants engaged in the project. The City reserves the right to select one or multiple firms or teams for one or more scopes of work.

This contract will be with the City of Burlington, and the City will be the main point of contact for this work, however the other property owners and stakeholders will be engaged in the process.

VIII. RESPONSE FORMAT

Prospective firms shall submit a **Statement of Qualifications** in response to this RFQ. The Qualifications Statement shall be limited to ten (10) pages and shall include the following: page covers, tabs/dividers, the cover letter, and resumes are not included within the page count:

1. **Cover Letter:** Signed by a representative of the firm authorized to enter contracts and commit the staff and firm's resources to complete the scope of work as expeditiously as possible indicating which of the scopes of work the firm wishes to undertake.
2. **Firm Profile:** Provide a general outline of the firm, including brief history, areas of practice/service, place(s) of business of the firm, and the office from which the services of this RFQ will be provided.
3. **Project Team:** Provide a description of the project team proposed to provide the services identified in this RFQ. Identify the Project Team Manager and other key personnel who would be charged with providing services to the City; provide individual resumes of no more than two (2) pages each describing the background and experience of each.
4. **Statement of Ability:** The City is looking for a Consultant or Consultant Team that must demonstrate:

- a. **Infrastructure Sequencing and Cost Evaluation**

Proven ability to analyze the timing, sequencing, and cost of public infrastructure investments within large, multi-phase development projects. The Consultant must be able to coordinate infrastructure planning with private development timelines, assess interdependencies across transportation, utilities, and public realm improvements, and deliver data-informed cost projections. Familiarity with capital planning, cost allocation among stakeholders, and integration with permitting and financing milestones is essential.

- b. **Tax Stabilization Impact Analysis**

Specialized expertise in municipal finance and economic development to evaluate the use of tax stabilization as a tool for offsetting capital improvement costs. This includes modeling potential property tax revenues, analyzing cost-benefit trade-offs, and advising on the design of stabilization agreements that align with local policy objectives while maintaining long-term fiscal sustainability for the City.

- c. **Tax Increment Financing (TIF) Modeling and Refinement**

Expertise in TIF modeling with the ability to refine revenue projections in relation to zoning entitlements—such as an Umbrella PUD—and the timing and rough-order-of-magnitude (ROM) costs of public infrastructure (from third-party engineering sources). The Consultant must be able to develop cash flow scenarios, evaluate fiscal risk, and assess the financial viability of phased

infrastructure delivery. Experience with municipal budgeting, bonding strategies, and compliance with state-level TIF regulations is required.

d. Other Financing Structures

Understanding of other financing structures (such as general obligation, parking revenue and private activity bonds, Community Reinvestment Act loans, New Markets Tax Credits, Green/Energy incentives, use of PIK loans and credit enhancements, State and Federal programs, etc.) that could be incorporated into the capital stack to assist on funding for public infrastructure, climate change and civic programs. Ability to advise on all federal and state financing tools, private financing tools, including non-traditional investors and investment structures.

e. Market Engagement

Experience with conducting market assessment and engagement to gauge interest in, and promote projects effectively to, potential partners and stakeholders.

5. **Fee Proposal:** Fee proposal including hourly billing rates for all personnel, estimated hours required to complete each proposed task or scope of work, any anticipated reimbursable expenses.
6. **Firm's/Consultant's Related Experience:** Provide a description of the experience of the firm and project team, including specific examples of similar work (with preference given to experience in Vermont). Provide other pertinent information that may clearly and effectively identify the prospective firm as being qualified. Please do not include general promotional materials.
7. **References:** Provide three (3) references for relevant projects completed over the past five (5) years. Include names of contact persons with email addresses and telephone numbers to facilitate contacting them.
8. **Firm/Consultant's Performance:** Provide a statement describing what procedures your firm proposes to implement and follow to ensure quality end products and successful project.

IX. SUBMISSIONS

Questions concerning this RFQ shall be submitted via email to the Point of Contact (on page 1). It is the responsibility of the prospective responders to contact the Point of Contact via email to verify receipt of questions. Based upon such inquiry the City may choose to issue an Addendum. Any revisions, addendums and answers to questions received at least a week before the due date will be sent to Contractors who directly received this RFQ. In addition, revisions will be posted on the City's RFP webpage [/](#).

Requests for additional information needed to prepare adequate proposals shall be submitted no later than July 17, 2025, and any replies to such questions will be provided to all parties who have indicated an intent to respond.

All responses to this RFQ must be received electronically by the email address of the Point of Contact **no later than 11:59 PM (EST) by the above due date (07/25/2025)**, at which time all submitted materials will be opened and recorded. Late proposals will not be accepted under any circumstances. Electronic proposals are required in PDF format. It is the responsibility of the firm submitting replies and proposals to ensure that the issuing point of contact has received a completed proposal by the required deadline.

X. SELECTION PROCESS

Proposals will be reviewed and evaluated by City staff based on the information provided in the proposal. Additional information may be requested prior to final selection. It is anticipated that a decision will be made within 30 days of the due date. The City reserves the right, in its sole discretion, to modify the criteria below and to waive any and all irregularities in any proposal.

Criteria for Selection

The following criteria will be used to evaluate and rank proposal submittals. The Proposals will be rated according to the following criteria (Total of 100 points possible):

Review Criteria	Available Points
Demonstrated expertise and relevant experience in comparable projects and scopes of work.	30
Demonstrated understanding of the City’s objectives, project complexity, and scope of services.	20
Qualifications of key personnel, team organization, capacity to perform the work.	15
Quality of past work products, technical accuracy, and relevance to the proposed work.	10
Feedback from references and past public-sector clients.	5
Reasonableness of hourly rates, estimated hours, and overall cost competitiveness.	20
TOTAL	100

The City will award the project to the most advantageous proposal(s); provided, however, that such proposal shall be in full compliance with all applicable requirements of federal, state and local laws. Additional information may be requested prior to final selection, including the possibility of an oral interview to discuss the Team's proposal in greater detail. Final scope of work and budget will be determined through negotiations with the selected firm.

XI. CONTRACTING

The contractor must qualify as an independent contractor and, prior to being awarded a contract, must apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1101, PH: 802-828-2363, Toll-free: 800-439-8683; Vermont Relay Service – 711; web site: <https://www.sec.state.vt.us/>. The contract will not be executed until the consultant is registered with the Secretary of State's Office.

Prior to beginning any work, the consultant shall obtain Insurance Coverage in accordance with the Burlington Contract Conditions. The certificate of insurance coverage and all endorsements shall be documented on forms acceptable to the City.

If the award of the contract aggrieves any person or entity, they must appeal in writing to the City. The appeal must be post-marked within seven (7) calendar days following the date of written notice to award the contract.

XII. AGREEMENT REQUIREMENTS

The selected contractor will be required to execute a Vermont contract with the City on the terms and conditions required by the City, including but not limited to those in the Burlington Contract Conditions (**Exhibit C**) and the attached Draft Master Agreement (**Exhibit B**). When the City requires on-call work to be performed, the selected Contractor will be required to enter into a Work Assignment Agreement with the City that establishes the specific scope of work for the project. Contractors are advised to review all the attached sections of this document in advance of submitting a proposal. Contractors may need to execute other agreements, such as purchase power agreements if needed. If a respondent cannot agree to any of the provisions of the City's standard agreements, that should be identified in the respondent's proposal. Nothing in this RFQ should be interpreted as forming a contract with any respondent. The City will not have any contractual obligations to any respondent, and will not owe any money or other thing of value, unless and until a contract is negotiated and executed by both parties, and then only pursuant to that agreement.

XIII. LIMITATIONS OF LIABILITY

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

XIV. COSTS 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.

XV. INDEMNIFICATION

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

XVI. 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 amount. The City reserves the right to re-advertise for additional proposals and to extend the deadline for submission of the proposals. This Request for Proposals in no way obligates the City to award a contract.

XVII. 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.

XVIII. DUTY TO INFORM CITY OF DOCUMENT ERRORS

If a responder knows, suspects, or has reasonable cause to believe, that an error or omission exists in any of the documents, including but not limited to unit prices and rate calculations, the responder shall immediately give the City written notice thereof. Contractors shall not cause or permit any work to be conducted that may related to the error or omission without first receiving written acknowledgment from the City that City representatives understand the possible error or omission and have approved the requested modifications to the documents or that the contractor may proceed without any modification being made to the documents.

XIX. PUBLIC RECORDS

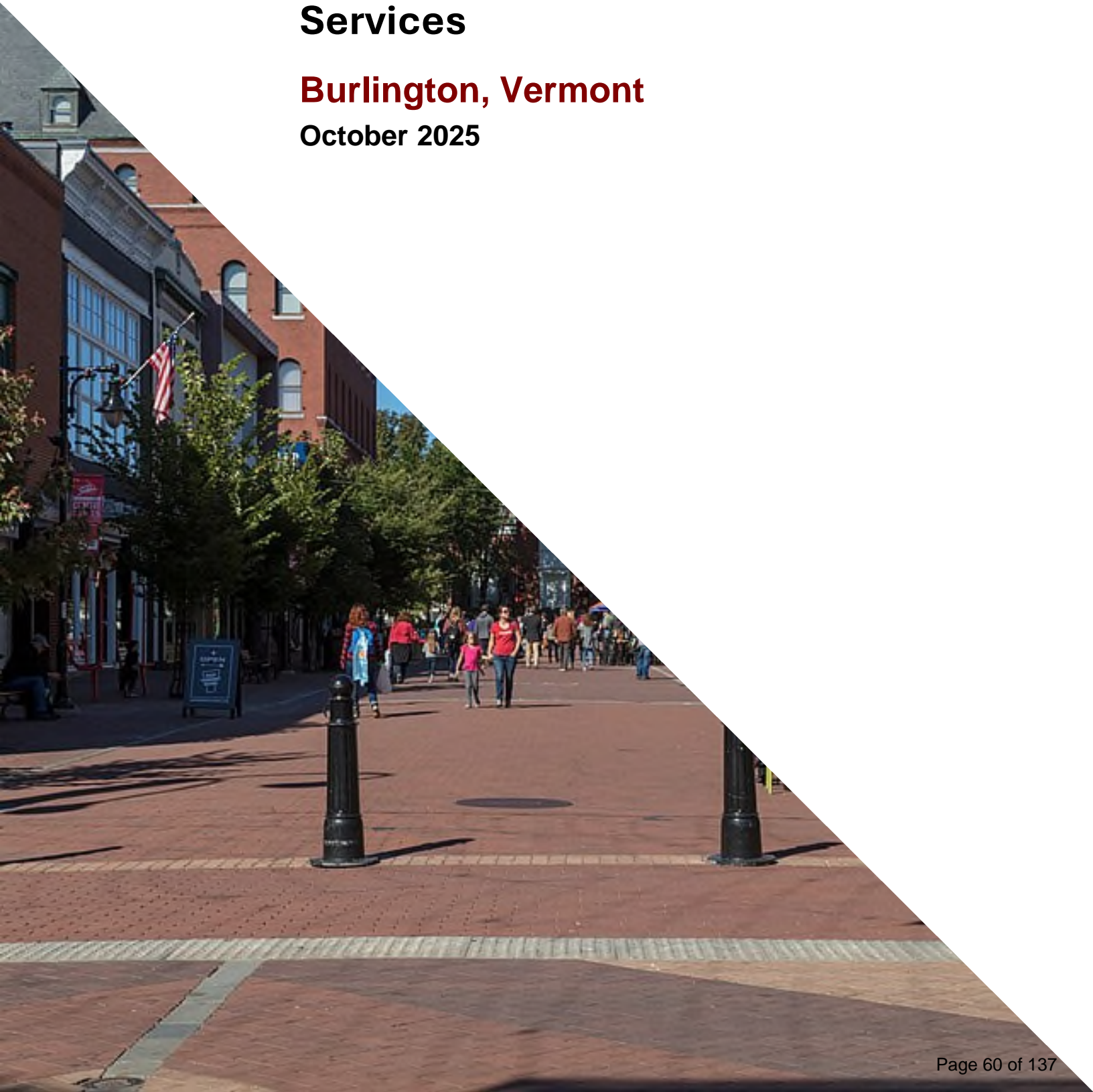
Any and all records submitted to the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of City. All records the responding party considers to be trade secrets, as that 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.

**Attachment B:
Consultant's Response to Request for Proposals dated October 1, 2025**

City of Burlington: Expert Consultant Services

Burlington, Vermont

October 2025



October 1, 2025

Kara Alnasrawi, Director
Community & Economic Development Office (CEDO)
City of Burlington
149 Church St, 3rd Floor
Burlington, VT 05401

Subject: Response to the Request for Qualifications for IFAC Expert Consultant Services

Dear Director Alnasrawi,

Thank you for the opportunity to provide this statement of professional qualifications for professional services to the City of Burlington in support of the Innovative Finance and Asset Concession Grant Program. Burlington's goals are achievable but will face challenges. The delivering of 1,200+ homes through SECORD and Memorial Block, while navigating complex municipal finance and stakeholder dynamics, will require innovative solutions. Our team, Taft Infrastructure Advisors, Baker Tilly, and VHB, has structured TIF districts, analyzed tax stabilization agreements, and coordinated infrastructure phasing for complex transit developments in similarly complex political environments. Together, our team can assist Burlington with every project as outlined in the RFQ, with different team member firms conducting different projects.

I will serve as Project Manager, bringing twenty years of experience with Federal grant programs and municipal partnerships, including Burlington. I will work alongside experts in all relevant fields including municipal advisors, engineers, and project delivery professionals who understand how to build consensus among elected officials, development partners, and community stakeholders. Our team commits to providing the right resources, when needed, to assist Burlington with the successful delivery of these projects.

Our approach will emphasize practical solutions tailored to Burlington's South End Innovation District and Gateway Block context. We will deliver data-informed analysis that supports implementation while ensuring compliance with Vermont TIF regulations, market-driven costing estimates, and industry leading project structuring solutions.

Thank you for this opportunity to share our experience with you. It is the hope of everyone on the team to be able to work with the City of Burlington, its government leaders, community organizations, and residents, to assist in shaping the future of the City.

Sincerely,



Seth W. Miller Gabriel
Co-Founder and Principal, Taft Infrastructure Advisors
202-644-1542 (Direct) / smillergabriel@taftinfra.com

THE VALUE WE BRING:

Bench strength and exceptional experience.



Full-service firm with representation across all industries.

Taft Infrastructure Advisors

Taft Infrastructure Advisors (TIA) is a modern infrastructure advisory firm built on over 140 years of institutional legacy and leadership of Taft Group. Founded by seasoned experts Seth Miller Gabriel and Umer Yaqub, each with more than two decades of experience in infrastructure finance, project delivery, and public-private partnerships (P3s). We go beyond traditional project consulting to deliver integrated solutions that support every stage of project development, financing, and execution. By leveraging the broader resources of the Taft platform, we identify unique pathways for project success across a wide range of sectors—from social and transit systems to broadband and digital equity.

TIA has a national reach but would provide services to the City of Burlington out of its Washington, D.C. office, and will, of course, travel for in-person matters whenever needed.

VHB



VHB’s mission is to inspire our people and partner with our clients and communities to create a sustainable future. VHB’s work helps improve mobility, enhance communities, build resilience, and contribute to economic vitality. Our cross-market, integrated approach leverages our comprehensive services so that each project considers environmental, social, and economic factors, resulting in sustainable solutions. We collaboratively apply technical skills anchored in this holistic approach to deliver lasting results that help communities thrive for generations to come.

Our interdisciplinary Vermont team thrives on delivering large complex public and private sector projects including [Burlington’s Main Street Reconstruction](#), [Winooski Main Street Revitalization projects](#), [Cambrian Rise](#), [Killington Village Master Plan](#), and [South Burlington City Center](#). We stand ready to help Burlington move forward with its effort in the South End and Gateway Block.

Baker Tilly



Baker Tilly is a public accounting firm with more than 11,000 professionals from coast to coast; our resources fuel our ability to offer clients deep industry insights, bold thinking and holistic solutions. Our ranking as the sixth-largest advisory CPA firm* means we’re actively shaping the industry landscape across markets.



6th-
largest U.S.
accounting firm*



11,000+
team members,
1,000+ principals



100+
years in
business



~3,400
Certified Public
Accountants



\$3B+
firm revenue
in FY2025



100+
worldwide office
locations



300+
workplace and
culture awards

* Expected national ranking after the 2025 Inside Public Accounting (IPA) Top 100 firms is published

Project Manager



Seth W. Miller Gabriel
Principal and Co-Founder
smillergabriel@TaftInfra.com
202.664.1541

Seth is a principal at Taft Infrastructure Advisors and has been a leader in infrastructure, public-private partnerships, and project governance for nearly twenty years. He has advised public owners and private sector partners or been the public owner in jurisdictions seeking to find better ways to meet their infrastructure needs. Seth has advised countless governments, organizations, and institutions on the creation of project development policies around the world.

Prior to starting Taft Infrastructure Advisors, Seth co-led BDO's Infrastructure and Public-Private Partnerships (P3s) team in Washington, DC. Prior to that, he served as director of programs and initiatives at AIAI, the national P3 trade association in the U.S., and is an AIAI Ambassador to this day.

Earlier in his career, Seth was appointed as the first executive director of the Office of Public-Private Partnerships for the District of Columbia, where he led the delivery of the first P3 project in the District, DC Street Lights. Prior to this appointment, he was the director of operations for the Institute for Public-Private Partnerships (IP3), the leading international P3 capacity building organization at the time. Before joining the IP3 team, Seth held supervisory positions with for-profit and non-profit organizations, all focused on the delivery of public infrastructure.

Relevant Experience

- Infrastructure & Public-Private Partnerships Guidance | Governments at All Levels
- P3 Office Start-Up and Management & Project Owner | District of Columbia
- Structuring, Federal Relations, and P3 Lead | North Miami, FL
- Project Development & P3 | Fort Lauderdale, FL
- CEDO Review and Economic Assessment | Burlington, VT
- P3 Civic / Emergency Center | Toa Baja, PR

Education & Affiliations

- M.P.A, George Washington University
- B.A., Washington College
- Association for the Improvement of American Infrastructure

Alternate Project Manager and Project Structuring Lead



Umer Yaqub
Principal and Co-Founder
uyaqub@TaftInfra.com
202.664.1542

Umer is a principal at Taft Infrastructure Advisors and has more than 20 years of experience in infrastructure advisory, project finance, and public-private partnerships (P3s). Umer has advised on major infrastructure projects and executed transactions across a wide range of asset classes, including social infrastructure projects — schools, housing, and hospitals — and projects in the broader arena of economic and environmental infrastructure — water, energy, power, transit, airports, roads, and ports. He has advised public sector clients on the development of P3 programs and projects, working through the complete transaction lifecycle from project inception through debt arrangement and project management. Umer has advised and executed more than 45 infrastructure projects cumulatively valued above \$25 billion.

Previously, Umer was the practice leader for the Infrastructure Advisory and P3s team at BDO USA based in New York and advised both public and private sector clients on the successful development and execution of infrastructure projects. Prior to that, he worked at Project Finance Advisory Limited (PFAL) where he advised public and private sector P3 clients across North America. Prior to PFAL, Umer was head of the P3 Advisory and Origination team of Islamic Development Bank, where he advised and financed more than \$15 billion in infrastructure projects across Europe, LATAM, and the Middle East. Umer was previously a co-founder, partner, and regional head at Bridge Factor and launched a boutique investment bank with a primary focus on infrastructure and P3s.

Relevant Experience

- DC Streetlights Project | District of Columbia
- Sonoma County Government Center | Sonoma County, CA
- Prince George’s County Public Schools | Prince George’s County, MD
- Structuring, Federal Relations, and P3 Lead | North Miami, FL
- Project Development & P3 | Fort Lauderdale, FL
- P3 Civic / Emergency Center | Toa Baja, PR

Education & Affiliations

- M.B.A, Institute of Business Administration
- Association for the Improvement of American Infrastructure

Public Finance and Economic Development



Matthew Miller
Partner
Mmiller@taftlaw.com
(312) 836-5877

As a partner in Taft's Public Finance Group, Matt serves as bond counsel, disclosure counsel, and underwriter's counsel on financings and provides specific expertise in tender transactions and in the financing and operation of public transportation systems. He regularly advises government entities and developers on public-private partnerships for infrastructure projects, including infrastructure investment and project delivery methods, the integration of sustainability solutions in projects, and the applicability of various economic development tools.

Relevant Experience

- Counsel on over \$4B of public finance transactions
- Vermont Community Broadband Board – BEAD and CUD project financing
- Quantified Ventures (Montpelier, Vermont) – various projects
- City of Indianapolis, Indiana – Motto Hotel TIF financing
- Affordable Housing Trust for Columbus and Franklin County (Ohio) - \$100M Debt Fund for affordable housing units in Central Ohio
- City of Chicago, Illinois – financing of the City's Chicago Recovery and Works Plan, winner of 2023 Bond Buyer "Deal of the Year"
- City of Cincinnati, Ohio – Western Hills Viaduct Re-construction Project
- Compass Energy – Cuyahoga County (Ohio) Microgrid Project
- Kendall County, Illinois – Fox Fiber Broadband Project
- City of Atlanta, Georgia – Biosolid Waste Facility P3 Project

Education & Affiliations

- J.D., Capital University Law School (2003)
- Master of Sport Administration. Ohio University (2002)
- B.A., Ashland University (2000)
- Association for the Improvement of American Infrastructure

Public Finance and Economic Development



Tom John
Partner

Tjohn@taftlaw.com
(317) 713-3697

Tom is a partner in Taft's Public Affairs Strategies Group and focuses his government practice on public infrastructure, government procurement, public-private partnerships, and serving as general and advisory counsel to private companies. He represents many clients including Fortune 500 companies, startups, municipalities, and the State of Indiana.

Tom's diverse background brings valuable insights into his work advising clients through legal and regulatory issues at the local, state, and federal levels. His breadth of experience includes procurement consulting, legal advising, deal structuring, and drafting. Tom has represented parties in the Indiana Toll Road Concession, City of Indianapolis Water Wastewater Transaction, Indianapolis Parking Meter Concession, and Marion County Justice Center Procurement among others. He combines his skills to guide clients through the complex issues in P3 or alternative procurement infrastructure projects to successful results.

Relevant Experience

- City of Indianapolis Water Wastewater Transaction
- Indianapolis Parking Meter Concession
- Marion County Justice Center Procurement
- Delaware County Justice Center
- Project Development & P3 | Fort Lauderdale, FL

Education & Affiliations

- J.D., Ohio Northern University College of Law (1994)
- B.A., Purdue University (1991)
- Association for the Improvement of American Infrastructure

Innovative Project Delivery & Engagement Support



Audrey Nelson
Manager, Business Engagement
anelson@taftinfra.com

Audrey is a manager at Taft Infrastructure Advisors, where she supports public sector clients in developing and delivering complex infrastructure projects across a range of sectors, including transportation, social infrastructure, and utilities. Her work includes advising on procurement strategy, transaction structuring, and stakeholder engagement throughout the project development lifecycle. She has supported clients at the municipal, state, and federal levels, and contributes to Taft's broader work in advancing innovative infrastructure delivery models in the U.S.

Prior to Taft Infrastructure Advisors, Audrey supported the Valuation and Capital Market Analysis team at BDO USA, where she specialized in financial modeling and valuation, including stock option pricing, carried interest, debt & equity, purchase price allocation, and goodwill impairment valuations.

Relevant Experience

- Private Sector Infrastructure Clients | Throughout the USA
- P3 Civic / Emergency Center | Toa Baja, PR
- Project Development & P3 | Fort Lauderdale, FL
- Tolling Feasibility Analysis | Non-Profit Organization

Education

- B.S. Finance, Arizona State University

Innovative Project Delivery & Engagement Support



Edgar Lucatero
Manager, Infrastructure Advisory
Elucatero@TaftInfra.com
202.664.1581

Edgar is a manager at Taft Infrastructure Advisors, with more than four years of experience in finance, three focused on complex infrastructure and public-private partnership (P3) transactions, he builds, and stress-tests cash-flow models, performs value-for-money and risk analyses, and distills technical findings into clear recommendations on procurement, capital structure, and financing strategy for public-sector sponsors across transportation, social-infrastructure, water, and energy sectors.

Prior to joining Taft, Edgar served in BDO USA's P3 & Infrastructure Advisory team, where he led independent financial-model audits for marquee transportation P3s, including TIFIA refinancing models and express-lane concessions, and advised agencies on procurement strategy and Value-for-Money assessments. Earlier, at Marshall & Stevens in Los Angeles, he specialized in reporting and tax valuations, delivering purchase-price allocations, impairment testing, 409A and gift-and-estate studies, discount-rate analyses, fairness and solvency opinions, and complex security and portfolio valuations for corporate clients.

Relevant Experience

- Private Sector Infrastructure Clients | Throughout the USA
- P3 Civic / Emergency Center | Toa Baja, PR
- Project Development & P3 | Fort Lauderdale, FL
- Tolling Feasibility Analysis | Non-Profit Organization

Education

- B.A. Finance, California State University, Fullerton



Land Development Lead



Peter Smiar, PE
Director of Land Development, Vermont

As Director of Land Development in Vermont, Peter has demonstrated expertise in providing integrated, multidisciplinary, land use planning services, utility infrastructure design, stormwater design, cost estimating, and Act 250, local, state, and federal permitting services for public and private sector projects including Cambrian Rise, South Burlington City Center, Killington Village Master Plan, UMass Redevelopment, Perkins Pier, Waterfront Park, Sugarloaf's 500-acre West Mountain Expansion, and multiple right of way stormwater retrofits and outfall stabilization projects for the City of Burlington Department of Public Works. Peter has provided land development engineering services for over a dozen private development projects in Burlington, resulting in over 1,250 units of mixed-use housing in the City.

Relevant Experience

- 266 College Street Redevelopment, Burlington, VT
- Cambrian Rise, Burlington, VT
- Lake Champlain Marketplace (former Kmart site), South Burlington, VT
- Killington Village Master Plan, Killington, VT

Registrations/Certifications

- Professional Engineer, VT, ME

Education & Affiliations

- MS, Civil Engineering, University of Vermont
- BS, Civil Engineering, University of Vermont



Transportation Lead



Daniel M. Peck, PE
Senior Project Engineer

A civil engineer in VHB's Highway Department, Dan focuses on transportation projects ranging from scoping studies and design (conceptual through contract design) of roadway, intersection, sidewalk, and multi-use path projects that follow the VTrans Multiple Assistance Section (MAS) process to include public informational meetings, review of right-of-way plans, development of construction estimates, and utility coordination.

Relevant Experience

- City of Burlington, Burlington Bike Path Rehabilitation, Burlington, VT
- VTrans, Maple Street Railroad Crossing, Burlington, VT
- Duxbury / Scrabble Hill Rd Stabilization, Duxbury, VT
- Brownington / Center Road Slope Stabilization, Brownington, VT
- Manchester Rail Trail, Manchester, VT
- VTrans, I-89 Exit 17 Interchange, Colchester, VT
- US 5/ VT 12 Hartland Three Corners Intersection Improvements, Hartland, VT
- VTrans, VT 110 at Mill Street Reconstruction, Barre, VT
- Lake Street Connection, St. Albans, VT

Registrations/Certifications

- Professional Engineer, VT

Education & Affiliations

- BS, Civil Engineering, University of New Hampshire



Transportation Support



Cierra Ford, PE, ENV SP
Transportation Engineer

Cierra is a Transportation Engineer in VHB's Winooski, Vermont, office with extensive experience in scoping and design, construction inspection, and developing plans for transportation and infrastructure projects, including pedestrian/bicycle infrastructure, urban roadways, and bridge approaches. Cierra is proficient in MicroStation and OpenRoads for roadway and utility modeling and plan production, and assists with developing specifications, estimates, and bid documents for state and municipal projects.

Relevant Experience

- City of Burlington, Great Streets–Main Street Revitalization, Burlington, VT
- City of Winooski, Main Street Revitalization, Winooski, VT
- South Burlington Pedestrian/Bicycle Bridge, South Burlington, VT
- BTV Quick Build Conversions, Burlington, VT
- Town of Rockingham, Intersection Study, Rockingham, VT
- Town of Killington, Killington Road Phase 1, Killington, VT
- Health Path Scoping Study (MAS Project), St. Albans, VT
- Hartland Three Corners Intersection, Hartland, VT
- Town of Castleton, Castleton Route 4A Sidewalk, Castleton, VT

Registrations/Certifications

- Professional Engineer (Civil), VT
- Envision™ Sustainability Professional

Education & Affiliations

- BS, Civil Engineering, Worcester Polytechnic Institute



TIF Expert



Heidi Amspaugh

Principal

heidi.amspaugh@bakertilly.com

317.465.1517

Heidi's practice includes working with municipalities and counties to finance capital infrastructure projects through issuance of municipal bonds payable from property taxes, local income taxes, tax increment financing (TIF) and other revenue sources. She specializes in downtown and mixed-use redevelopment projects. Heidi also assists with enhancing local communities by developing incentive packages utilizing TIF, tax abatement, and other incentives. She assists communities through long term financial, capital planning and TIF management and reporting requirements.

Heidi is a registered municipal advisor representative and speaks on municipal bond issuance and other financial topics related to public finance at conferences and universities

Relevant Experience

- Leads Baker Tilly's Tax Increment Finance practice nationally.
- Advises cities, towns and counties on tax-exempt and taxable municipal bond structuring and issuance.
- Assists in strategizing and creating TIF Areas.
- Provides support for communities related to the administration of TIF allocation areas, including strategic planning, compliance with annual reporting requirements and monitoring annual revenues.

Education & Affiliations

- B.S. Public Affairs, Public Financial Management Concentration at Indiana University-Bloomington
- National Association of Municipal Advisors (NAMA)
- Indiana Economic Development Association (IEDA), past treasurer
- Accelerate Indiana Municipalities (Aim)
- Indiana League of Municipal Clerk Treasurers (ILMCT)
- Association of Indiana Counties (AIC)
- Indiana Auditor's Association
- Indiana Women in Public Finance

Project 1: Infrastructure Sequencing and Cost Evaluation; Delivered by VHB

VHB's mission is to inspire our people and partner with our clients and communities to create a sustainable future. VHB's work helps improve mobility, enhance communities, build resilience, and contribute to economic vitality. Our cross-market, integrated approach leverages our comprehensive services so that each project considers environmental, social, and economic factors, resulting in sustainable solutions. We collaboratively apply technical skills anchored in this holistic approach to deliver lasting results that help communities thrive for generations to come. Our interdisciplinary Vermont team thrives on delivering large complex public and private sector projects including Burlington's Main Street Reconstruction, Winooski Main Street Revitalization projects, Cambrian Rise, Killington Village Master Plan, and South Burlington City Center. We stand ready to help Burlington move forward with its effort in the South End and Gateway Block.

For each the SECORD and Memorial Block Project locations, VHB will:

- Review City/developer provided development plans, phasing schedules, and infrastructure requirements.
- Identify interdependencies across transportation, utilities, stormwater, public spaces, and civic infrastructure.
- Attend one meeting each with City staff, private developers, and third-party engineers to verify infrastructure assumptions. Review one city/developer compiled infrastructure package.
- Develop a detailed sequencing plan, including typical design, permitting, construction, and occupancy milestones.
- Prepare a capital cost estimate for site and civil related infrastructure (ROM and detailed), including escalation and contingency factors.
- Support Taft with developing cost allocation scenarios among public and private stakeholders for the civil infrastructure component of each project. Coordinate sequencing with permitting and financing milestones.
- Estimate the long-term costs for management for the civil infrastructure component of each project.

Deliverables:

- Infrastructure Sequencing Report (VHB Lead)
- Cost Estimate Summary (VHB Lead)
- Cost Allocation Scenarios and Sensitivity Analysis (VHB Support)
- Integrated Phasing Plan (VHB Support)

Assumptions:

- All deliverables are electronic, printing/reproduction expenses not included.
- Cost estimates based upon VTrans 2- and 5-year average price lists, latest revision.
- Site plan preparation, design, public meetings, or permitting services not included.

Project 2: Tax Stabilization Impact Analysis; Delivered by Taft Infrastructure Advisors

Taft Infrastructure Advisors will bring experience in project finance and economic development to assist Burlington in evaluating the use of tax stabilization as a tool for offsetting capital improvement costs for the projects. We will model for all potential property tax revenues, analyzing cost-benefit trade-offs, and advising on the design of stabilization agreements that align with local policy objectives while maintaining long-term fiscal sustainability for the City.

Taft Infrastructure Advisor will perform the following tasks related to Project 2 Tax Stabilization Impact Analysis:

- Working with all members of our team to review, and suggest utilization, of all applicable statutes and local policies that could be used to advance the projects.
- Explore all tax stabilization tools available to the City and analysis all potential property tax revenues possible under the proposed development scenarios.
- Deploy modeling expertise to develop a cost-benefit tradeoff analysis that might be able to stabilize the project structure.
- We will assist the City exploring tax terms, possible durations and structures to support the projects.
- Our team will assess the fiscal implications of the projects on the City's budgets over.
- Provide policy recommendations for stabilization agreement in support of the projects and value capture mechanisms with practical experience.

At the conclusion of this Project, we will provide the following deliverables:

- A report on tax stabilization based on our modelling
- A memo regarding our analysis of the cost-benefit for each delivery option
- A draft stabilization agreement framework to be reviewed by the City
- All presentation materials requested by the City

Our team designs fiscally sustainable financing solutions that align public infrastructure investment with long-term municipal policy objectives. We will work with the City to advance solutions to delivery the best results for the projects.

Project 3: TIF Modeling and Refinement; Delivered by Baker Tilly

Baker Tilly can provide the City with strategy, analysis and ideas to implement your economic development goals. We offer communities a comprehensive understanding of TIF and a full spectrum of TIF services. Baker Tilly will provide all Municipal Advisory services directly to the City of Burlington, VT.

Baker Tilly will perform the following tasks related to Project 3 Tax Increment Financing (TIF) Modeling and Refinement:

- Refine TIF revenue projections using zoning and entitlement data.
- Integrate ROM infrastructure costs into cash flow models.
- Evaluate bonding scenarios, fiscal risk, and revenue sufficiency.
- Model alternative phasing, bonding terms, and repayment structures.
- Ensure compliance with Vermont state TIF regulations.
- Advise on municipal budgeting and debt management strategies.

At the conclusion of our work, we will provide the following deliverables:

- TIF Cash Flow Model
- Sensitivity Analyses
- Fiscal Risk Assessment Report
- Regulatory Compliance Summary

TIF SERVICES WE PROVIDE INCLUDE:

Development of the City's TIF program

Baker Tilly can provide the City with guidance in the creation of your TIF program, including illustrative future cash flows, expiration schedules and projected increment generation.

TIF policy and strategy guidance

Our team can work with the City to create your TIF policy, including the project review process, underwriting standards, financing terms and broader planning and policy context to look at the efficiency, competitiveness and effectiveness of your program in meeting your economic development goals.

Project review and gap analysis

Baker Tilly can assist the City in evaluating individual requests for TIF assistance from the development community. This includes financial modeling to analyze a project's need for assistance, as well as TIF projections to analyze increment generation.

TIF bonding

We can assist the City with the placement of TIF bonds and provide all required post-issuance administration. As your advisor, we can help you understand how TIF-related debt issuance can be best integrated into the City's overall financing needs.

Guidance on leveraging other tools

TIF should be considered one tool in your economic development toolkit to be layered with other financial programs, including tax credits, other special purpose districts, and state and federal grants. Baker Tilly can provide analysis and guidance on augmenting TIF with other financial programs to maximize value for the City.

TIF administration

Baker Tilly assists with the annual administration of over 1,000 TIFs. We can assist the City with meeting state reporting requirements and other ongoing TIF administration requirements.

Project 4: Alternative Financing Structures; Delivered by Taft Infrastructure Advisors

Taft Infrastructure Advisors experience in crafting alternative financing structures comes from a history of assist public sector owners, or being the public sector owner, for projects around the world. Taft will work with the City to explore and structure alternative public and private financing tools to fund infrastructure, civic improvements, and climate resiliency initiatives. We will incorporate funding for public infrastructure, climate change and civic programs into the project capital stack. Our team brings year of experience in advice on all federal and state financing tools, private financing tools, including non-traditional investors and investment structures.

Taft Infrastructure Advisor will perform the following tasks related to Project 4 Alternative Financing Structures:

- Identify applicable financing sources (federal, state, private) that could be utilized in support of the projects. Our team structures TIFIA loans, private activity bonds, and federal credit programs. We navigate PAB allocation challenges and federal compliance requirements across transportation, energy, and infrastructure projects. We can also coordinate federal and state grant applications with financing strategies, including FTA Capital Investment Grants, RAISE/MEGA programs, and state enterprise funds. Our integrated approach ensures grant timing aligns with bond issuances and compliance requirements. We facilitate structured investor outreach through market assessment, RFI processes, and investor presentations. Our systematic approach identifies optimal partners and structures partnership agreements.
- Evaluate various financing instruments including New Markets Tax Credit deals and structure combined NMTC/Historic Tax Credit transactions.
- Assess eligibility, advantages, and risks through the creation of a risk registry for all possible situations.
- Engage with private investors and financial institutions through out network of industry relationships.
- Prepare multi-layered capital stack scenarios and provide analysis of each possibility to the City.
- Advise on grant applications and agency partnerships at both the State and Federal levels.
- We will also work with wider partners, including Vivacity Group, for such services as broadband.

At the conclusion of this Project, we will provide the following deliverables:

- Capital Stack Options Report covering all possible and feasibility financing options.
- Financing Program Matrix to allow the City to realize the full impact of different options.
- Investor/Financing Partner Engagement Summary highlighting the views of the projects from the investor/partner community.
- Financing Strategies Memo providing recommendations for the City in regard to project financing options.
- Identify and propose framework for potential swaps.

Together, will be seek-out alternative financing structures that could provide solutions for the Projects. We will work with the City to advance solutions to delivery the best results for the projects.

Project 5: Memorial Block Economic & Fiscal Impact Study; Delivered by Baker Tilly

Baker Tilly will provide the City with full economic and fiscal impact studies for the Memorial Block redevelopment project.

Baker Tilly will perform the following tasks related to Project 5 Memorial Block Economic & Fiscal Impact Study:

- Assess direct, indirect, and induced economic benefits of the Memorial Block project, including job creation, wages, tax base expansion, and visitor spending.
- Quantify fiscal impacts on City budgets, including projected property, rooms, and sales tax revenues.
- Integrate findings with TIF modeling (Task 3) and tax stabilization analysis (Task 2).
- Provide clear, accessible materials for public presentation and stakeholder engagement.

At the conclusion of our work, we will provide the following deliverables:

- Memorial Block Economic & Fiscal Impact Report.
- Integrated Summary aligned with TIF and tax stabilization outputs.
- Presentation Materials for City Council, VEPC, and community stakeholders.

Project 6: SECOND Cost-Sharing Framework; Delivered by Taft Infrastructure Advisors

Taft Infrastructure Advisor will perform the following tasks related to Project 6 SECOND Cost-Sharing Framework:

- Review all consultant scopes engaged by both the City and RYB under the current Pre-Development Agreement.
- Develop a methodology for tracking third-party design and investigative costs, expenses, and payments.
- Establish a ledger system for each Party to record costs incurred, with categories for mutually beneficial work (e.g., traffic analysis, wastewater treatment, stormwater, environmental studies).
- Create a formula for proportional reimbursement based on the scale and/or intensity of phased development for each parcel, incorporating key variables such as:
 - Traffic and anticipated daily vehicle trips
 - Wastewater treatment and estimated unit fixture counts
 - Stormwater treatment and impervious surface areas
 - Environmental study parcel areas
- Facilitate cooperative review sessions between the City and RYB to finalize agreement on proportional cost-sharing.
- Ensure that no Party is assigned responsibility for costs it has not reviewed and explicitly agreed to.

At the conclusion of this Project, we will provide the following deliverables:

- Draft Proportional Cost-Sharing Framework and Ledger Template.
- Finalized Cost-Sharing Formula and Reimbursement Protocol (approved by both Parties)

Fee Proposal

Project & Team	Professional Category	Quantity	Unit	Unit Cost	Total
Project 1: Infrastructure Sequencing & Cost Evaluation					
VHB	PM/Land Development Engineer	39	Hours	266	10,374
	Senior Civil Engineer	24	Hours	190	4,560
	Civil Engineer/Cost Estimator	123	Hours	149	18,327
				Subtotal	\$ 33,261
Project 2: Tax Stabilization Impact Analysis					
Taft	Principal	70	Hours	450	31,500
	Manager	90	Hours	350	31,500
	Staff	10	Hours	250	2,500
				Subtotal	\$ 65,500
Project 3: Tax Increment Financing (TIF) Modeling & Refinement					
Baker Tilly	Principal	20	Hours	375	7,500
	Manager	30	Hours	300	9,000
	Staff	40	Hours	220	8,800
				Subtotal	\$ 25,300
Project 4: Other Financing Structures					
Taft	Principal	90	Hours	450	40,500
	Manager	105	Hours	350	36,750
	Staff	20	Hours	250	5,000
				Subtotal	\$ 82,250
Project 5: Memorial Block Economic & Fiscal Impact Study					
Baker Tilly	Principal	35	Hours	375	13,125
	Manager	80	Hours	300	24,000
	Staff	10	Hours	220	2,200
				Subtotal	\$ 39,325
Project 6: SECOND Cost-Sharing Framework					
Taft	Principal	30	Hours	450	13,500
	Manager	75	Hours	350	26,250
	Staff	10	Hours	250	2,500
				Subtotal	\$ 42,250
Travel and Direct Costs (Reimbursable Expenses)					
	Not-to-Exceed	1		12,000	12,000
				TOTAL	\$ 299,886

Firm's/Consultant's Related Experience

The Taft team blends national expertise in infrastructure finance and delivery with direct, hands-on experience in Vermont. Collectively, team members have advised on over \$25 billion in public-private and municipal infrastructure projects, including tax increment financing (TIF), tax stabilization agreements, and capital planning strategies aligned with permitting and phased development. In Vermont, Peter Smiar has led land use planning, utility design, and permitting for complex, multi-phase projects such as Cambrian Rise, South Burlington City Center, and Killington Village—each requiring extensive coordination of transportation, stormwater, and public realm improvements. VHB engineers Dan and Cierra contribute additional Vermont-based expertise in roadway and utility design, cost estimating, and construction coordination, with a focus on multimodal infrastructure through the VTrans process. Taft's public finance attorney, Matt, and Baker Tilly's TIF national practice leader, Heidi, offer specialized knowledge in TIF modeling, municipal bonding, and outcome-based financing tools, with a track record of structuring incentive packages that promote long-term fiscal sustainability. Taft principals Seth and Umer provide strategic infrastructure advisory capabilities, having supported cities and states in aligning infrastructure delivery with development timelines on projects such as the DC Smart Street Lighting Project P3 and Sonoma County Civic Center. Together, this team delivers targeted, practical, and locally informed guidance for complex, multi-phase redevelopment efforts.

VHB Experience Highlight



KILLINGTON SKI AREA NEW VILLAGE CORE

VHB is a core partner in transforming Killington Village, supporting a multi-stakeholder master plan featuring new housing, a base lodge, pedestrian spaces, and year-round amenities. The firm provides engineering, permitting, traffic analysis, natural resource planning, and cost estimating. VHB leads the TIF-funded redesign of Killington Road to support growth and utilities, advances stormwater improvements at Roaring Brook, and supports skier bridges, transit planning, and master planning for 14 future development parcels to realize the area's four-season vision.

Baker Tilly Experience Highlight

CITY OF CARMEL, INDIANA

In 1998, Baker Tilly was engaged to assist the Mayor and Redevelopment Commission in an aggressive effort to redevelop and revitalize the center of the City and the surrounding commercial areas. In 2005, newly established tax increment areas were utilized to finance a \$175 million performing arts center complex, which became the cornerstone to attract billions of dollars of private investment over the past 15 years.

Over the years, Baker Tilly has assisted the City with hundreds of financing feasibilities and negotiations of mixed-use development projects, parking structures, corporate headquarters and other commercial projects. We have assisted the City in financing hundreds of millions of dollars of infrastructure including award-winning roadways and roundabouts. A wide array of financing, revenues, security and credit enhancement has been utilized to leverage private investment and also leverage State funds for infrastructure. We continue to assist the City with tax increment monitoring, projections, developer financings and new infrastructure.

Over the past 20 years, the City of Carmel has been transformed from a small bedroom community of Indianapolis into a vibrant city and received numerous awards including being ranked as the number one best place to live in America by Money Magazine.

Selected References

CLIENT INFO

City of North Miami, Florida

John Lorfils, Interim Deputy City Manager
776 NE 125 Street, North Miami, FL 33161

P: 305-893-6511, Ext. 19051 E: jlorfils@northmiamifl.gov



PROJECT BACKGROUND

The City of North Maimi needs a new City Hall and additional space for an expended police HQ. The civic development is seen as the catalyze for a redevelopment of the downtown urban core to help accelerate real estate values and encourage new residents and businesses. TIA professional have assisted the City in receiving an Innovative Finance and Asset Concession grant from the US DOT supporting this project.

SCOPE

TIA professionals, at a different firm and now with TIA, is the lead advisor to the City on development project affordability models, project structuring, and procurement processes. Our team is assisting in structure of the project in a way to maximize transit access. TIA also conducted various revenue studies and identified revenue capture.

CLIENT INFO

City of Burlington, VT, Department of Public Works

Chapin Spencer, Director of Public Works
645 Pine Street, Burlington, VT 05401

P: 802.863.9094 E: cspencer@burlingtonvt.gov



PROJECT BACKGROUND

The Great Streets Main Street project is Burlington's third significant project under the Great Streets Initiative. The project consists of full engineering design of a seven-block-long section of Main Street from Battery Street to South Union Street. The project began at the Alternatives Development and Public Involvement phase, continuing forward to Conceptual Plans through Contract Documents.

SCOPE

VHB developed the final design and cost estimate, which included enhancing all elements of the streetscape to give Main Street a distinct identity, upgrading pedestrian facilities, installing bicycle facilities, improving stormwater infrastructure and treatment, and replacing and modernizing traffic signal equipment at six intersections.

CLIENT INFO

City of Carmel, IN

Sue Finkam, Mayor
One Civic Square, Carmel, IN 46032

P: 317.571.2401 E: sfinkam@carmel.in.gov



PROJECT BACKGROUND

Since 1998, Baker Tilly has been engaged to assist the Mayor and Redevelopment Commission in an aggressive effort to redevelop and revitalize the center of the City and the surrounding commercial areas. In 2005, newly established tax increment areas were utilized to finance a \$175 million performing arts center complex, which became the cornerstone to attract billions of dollars of private investment over the past 15 years.

SCOPE

Baker Tilly has assisted the City with hundreds of financing feasibilities and development projects, parking structures, corporate headquarters and other commercial projects. We have assisted the City in financing hundreds of millions of dollars of infrastructure including award-winning roadways and roundabouts.

Firm's/Consultant's Performance

Taft implements a multi-tiered quality system that embeds accountability and transparency at every level. Authoring occurs in discipline-specific teams, with layered QA/QC using checklists, redlines, and version control via TitanFile, a secure file storage and sharing platform. Deliverables are reviewed by senior leads and principal-level reviewers before client submission. This structure promotes consistency, responsiveness, and long-term institutional value.



PROJECT MANAGEMENT

Assign leads and structure phases to ensure *continuous, responsive oversight*



INTER-FIRM COORDINATION

Align contractors through kickoff meetings and cross-discipline frameworks



QUALITY CONTROL

Apply *layered review* with checklists, dashboards, and partner approvals



INTEGRATED APPROACH

Align findings and methods across projects while *preserving scope clarity*



CLIENT COMMUNICATION

Maintain regular meetings, shared deadlines, and tracked document updates



RISK MANAGEMENT

Track, measure, and mitigate risk using structured monthly reviews



TIMELINE MANAGEMENT

Use *phased workplans* and quarterly reviews to meet and exceed deadlines



CITY COORDINATION

Engage City and regional partners through clear, decision-making channels



DELIVERABLE STANDARDS

Ensure draft readiness, version control, and *polished final products*

Proposal Disclaimer

This submission, including all attachments, is proprietary to Taft Infrastructure Advisors and its team and is provided solely for the City of Burlington's evaluation of RFQ for Expert Consulting Services.

All pricing and statements are based on information available as of the proposal date and are subject to the City of Burlington's final scope and contract terms.

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**Attachment C:
Burlington Standard Contract Conditions For Consultants**

1. DEFINITIONS:

- A. The “Contract” shall mean the Contract between Consultant and the City to which these conditions apply and includes this Attachment C.
- B. The “Consultant” shall mean Taft Infrastructure Advisors
- 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 Consultant, as provided in the Contract.

2. REGISTRATION: The Consultant 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 Consultant shall disclose in writing to the City any actual or potential conflicts of interest or any appearance of a conflict of interest by the Consultant, its employees or agents, or its subconsultants, if any.

5. PLANS, RECORDS, AND AVAILABLE DATA: The City agrees to make available, at no charge, for the Consultant’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 Consultant 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 Consultant 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 Consultant warrants that no company or person has been employed or retained, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that no company or person has been paid or has a contract with the Consultant to be paid, other than a bona fide employee working solely for the Consultant, 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 Consultant, from work related to the Contract, for misconduct, incompetence, or negligence as determined by the City, in the due and proper performance of Consultant's duties, or for neglecting or refusing to comply with the requirements of the Contract.

7. PERFORMANCE: Consultant warrants that performance of Work will conform to the requirements of this Contract. Consultant 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 Consultant for its own business.

8. DESIGN STANDARDS:

a. Unless otherwise specifically provided for in the Contract, or directed in writing, Consultant 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 Consultant is responsible to identify and follow any course of direction provided by the City.

b. The Consultant shall ensure that any design conforms to applicable requirements of the Americans with Disabilities Act, including any regulations or design standards promulgated pursuant thereto (including, without limitation, the current edition of the ADA Accessibility Guidelines), and any more stringent disability access laws that may apply. If applicable to the Work, and to the extent appropriate in the Consultant's reasonable professional judgment, the Consultant shall build reasonable tolerances into plans to ensure that as-built or remodeled, buildings or structures comply with applicable accessibility standards (e.g., so that the future tiling of a wall will not cause a restroom stall to fail to meet minimum width standards, etc.).

9. RESPONSIBILITY FOR SUPERVISION: The Consultant shall assume primary responsibility for general supervision of Consultant employees and their sub-consultants 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 Consultant shall be responsible to the City for all acts or omissions of its subconsultants and any other person performing work under this Contract.

The Parties acknowledge and agree that Taft has been engaged to provide services for Projects 2, 4, and 6 and to manage and administer the overall engagement of the other Projects on behalf of the City of Burlington. All technical, design-related, municipal advisory, engineering, or architectural services, will be performed exclusively by Baker Tilly and VHB, respectively for their services (“Subconsultant”). Taft shall not be deemed to have provided any professional services requiring a professional license or registration, including municipal advisory services as defined under the Dodd–Frank Wall Street Reform and Consumer Protection Act, or any advice concerning the structure, timing, terms, or other aspects of municipal securities. Payments to Subconsultant shall be made through Taft as the contracting entity, but such payment arrangement does not alter the independent professional responsibility of Subconsultant for its work product or relieve Subconsultant of any obligations owed to the Client under this Agreement.

10. UTILITIES: Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by any proposed construction, the Consultant 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 Consultant 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 Consultant’s work for the purposes of inspection, accounting, and auditing, and the Consultant shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Consultant 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 Consultant 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 Consultant, 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 Consultant shall respond to all official comments regardless of their source. The Consultant shall supply the City with written copies of all correspondence relating to formal and informal reviews.

No acceptance shall relieve a Consultant 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 Consultant will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Consultant shall conduct themselves with propriety. The Consultant 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 Consultant agrees that any work will be done with minimum damage to the land and disturbance to the owner. Upon request of the Consultant, the City shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant, or an appropriate representative, shall prepare and appear for any litigation concerning any relevant project or related contract, on behalf of the City. The Consultant 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 Consultant or the Consultant'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 Consultant, 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 Consultant and the Consultant 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 Consultant 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, Consultant shall immediately give the City written notice thereof. Consultant 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 Consultant 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 Consultant as soon as practicable of any non-appropriation, and Contract Consultant 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 Consultant.

20. EXTENSION OF TIME: The Consultant agrees to prosecute the work continuously and

diligently and no charges or claims for damages shall be made by the Consultant 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 Consultant and without the fault or negligence of the Consultant.

21. PUBLIC HEALTH EMERGENCY:

- A. Compliance with Mandates and Guidance: The Consultant 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 Consultant must comply with all local, state, federal orders, directives, regulations, guidance, advisories during a public health emergency. Consultant 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 Consultant shall create a public health emergency plan acceptable to the City. The Consultant 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 Consultant’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. Consultant 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: Consultant 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 Consultant has adequately corrected its failure to comply with the above.

If Consultant'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 Consultant or changes in the scope of work.

The value of such changes, to the extent not reflected in other payments to the Consultant, 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 Consultant agrees to maintain complete and accurate records, in a form satisfactory to the City for all time devoted directly to same by Consultant employees. The City reserves the right to audit the records of the Consultant 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 Consultant 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 Consultant written notice in which the City shall specify in detail the cause of dissatisfaction. Should the Consultant fail or refuse to remedy the matters complained of within five days after the written notice is received by the Consultant, the City shall have the right to take control of the Work and either make good the deficiencies of the Consultant itself or direct the activities of the Consultant in doing so, employing such additional help as the City deems advisable. In such events, the City shall be entitled to collect from the Consultant any expenses in completing the Work. In addition, the City may withhold from the amount payable to the Consultant an amount approximately equal to any interest lost or charges incurred by the City for each calendar day that the Consultant is in default after the time of completion stipulated in the Contract Documents.
- 25. RETURN OF MATERIALS:** Consultant 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:** Consultant'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 Consultant or their sureties from any obligations under the Contract Documents or any performance or payment bond.
- 27. OWNERSHIP OF THE WORK:** The Consultant 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 Consultant, 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 Consultant agrees to allow the City access to all "instruments of professional service" at any time. The Consultant 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 Consultant 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 Consultants under the Contract, all rights accruing from such discoveries or inventions shall be the sole property of the Consultant. The Consultant, 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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. Consultant, sub-consultants, 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 Consultant, 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 Consultant 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 Consultant prior to completion of twenty (20) percent of the estimated services, as set forth in the approved Work Schedule and Progress Report, the Consultant 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 Consultant shall make no claim for additional compensation against the City by reason of such termination.

B. Termination for Cause:

- i. Breach: Consultant shall be in default if Consultant fails in any manner to fully perform and carry out each and all conditions of this Contract, including, but not limited to, Consultant'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. Consultant will not be in default for any excusable delays as provided in Sections 19-21.

The City may give Consultant written notice of such default. If Consultant 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 Consultant, or if Consultant makes an assignment for the benefit of creditors, then the City may immediately terminate this contract.
- iii. Dishonest Conduct: If Consultant 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 Consultant 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 Consultant and any subconsultant 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 Consultant 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. Consultant, and any subconsultants, 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 Consultant certifies, as of the date of signing the Contract, that the Consultant (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 Consultant is a sole proprietorship, the Consultant's statement applies only to the proprietor. If the Consultant is a partnership, the Consultant's statement applies to all general partners with a permanent residence in Vermont. If the Consultant is a corporation, this provision does not apply.

37. TAX REQUIREMENTS: By signing the Contract, the Consultant certifies, as required by law under 32 VSA, Section 3113, that under the pains and penalties of perjury, that the Consultant 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 Consultant 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: Consultant shall not sublet or assign this Work, or any part of it, without the written consent of the City. If any subconsultant is approved, Consultant shall be responsible and liable for all acts or omissions of that subconsultant for any Work performed. If any

subconsultant is approved, Consultant shall be responsible to ensure that the subconsultant is paid as agreed and that no lien is placed on any City property.

40. TRANSFERS, SUBLETTING, ETC: The Consultant 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-consultant 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 Consultant of responsibility for the performance of that portion of the work so transferred. The form of the sub-consultant's contract shall be as developed by the Consultant and approved by the City. The Consultant shall ensure that insurance coverage exists for any operations to be performed by any sub-consultant as specified in the insurance requirements section of this Contract.

The services of the Consultant, 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 Consultant 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 Consultant 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 Consultant 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 Consultant.

44. RELATIONSHIP: The Consultant is an independent consultant and shall act in an independent capacity and not as officers or employees of the City. To that end, the Consultant shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. The Consultant shall provide its own tools, materials, or equipment. The Parties agree that neither the Consultant nor its principal(s) or employees are entitled to any employee benefits from the City. Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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.

In addition to the foregoing conditions, the Federal Contract Requirements attached hereto is made a part hereof by this reference as though fully set forth.

Federal Aid Contract Requirements

This is a federal aid contract. The request for Proposals, Notice to Bidders, or other solicitation for this Contract may contain or incorporate by reference certain federal requirements, which are hereby incorporated by this reference as though fully set forth.

If this is a state-aid construction contract, unless otherwise indicated in, or modified by, any Contract Document, the 2024 VTrans Standard Specifications for Construction Contracts (or more current version) are incorporated herein by this reference as though fully set forth. In case of any conflict between the provisions thereof and the provisions of Attachment C-1 of this Contract regarding indemnification and defense, the more stringent requirements shall apply. The 2024 Standard Specifications are available here for reference purposes: <https://vtrans.vermont.gov/highway/construct-material/construct-services/pre-contractspecifications/vermont/2024>.

If this is a federal-aid construction contract, applicable provisions of form FHWA-1273 are incorporated herein by this reference as though fully set forth. The current version of this form is available here for reference purposes: <https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>.

If this is a federal-aid construction contract, it shall be governed by the requirements of Section 70914 of the Build America, Buy America Act (BABAA), under Title IX of the Infrastructure Investment and Jobs Act, Pub. L. 177-58.

If this agreement is for professional services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 177-58: While professional services are not subject to BABAA, the Consultant understands that they are responsible for ensuring that, absent a waiver by the appropriate federal agency, the City shall not approve for use in this project, any iron, steel, manufactured products, or construction materials unless such materials have been produced in the United States. The Consultant shall obtain all necessary compliance certificates for work that is within the Consultant’s scope of work. Failure to do so shall be a default under this agreement.

Guidance on complying with BABAA is outlined by the Office of Management and Budget’s Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18,2022.

The Contractor or Consultant shall comply with all applicable federal, state, and local laws, including applicable provisions of 2 C.F.R. Part 200, and in particular applicable provisions of Appendix II to Part 200, available here for reference: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200>.

The Contractor or Consultant shall not discriminate against any person in its use of the Grant based upon race, color, sex, gender (including pregnancy, general identity, or gender expression), sexual orientation, religion, national origin, ancestry or place of birth, mental or physical disability, age, or family status.

The Contractor or Consultant shall comply with the Equal Opportunity Clause set forth in 41 C.F.R. 60-1.4(b), available here for reference: [https://www.ecfr.gov/current/title-41/subtitle-B/chapter-60/part-60-1/subpart-A/section-60-1.4#p-60-1.4\(b\)](https://www.ecfr.gov/current/title-41/subtitle-B/chapter-60/part-60-1/subpart-A/section-60-1.4#p-60-1.4(b)).

Any requirement of any of the Contract Documents allowing City inspection or audit of any kind or nature relating to the Contract shall extend to any state or federal agency.

If this contract involves the procurement of telecommunications equipment or services, then the contract provisions referenced in Federal Acquisition Regulation 4.2105 are hereby incorporated into this Contract by reference as though fully set forth, and are available here for reference: https://www.acquisition.gov/far/4.2105#FAR_4_2105.

Attachment C-1: Consultant's Certificate of Insurance & Endorsements

As used in this Attachment, the term "Contractor" shall refer to the "Consultant".

INSURANCE: Prior to beginning any work, the Contractor shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater (www.ambest.com). The certificate of insurance coverage shall be documented on forms acceptable to the City. Compliance with minimum limits and coverage, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the City, must be received prior to the Effective Date of the Contract. If this Contract extends to more than one year, evidence of continuing coverage must be submitted to the City on an annual basis. Copies of any insurance policies may be required.

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

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

A. Commercial General Liability: With respect to all operations performed by the Contractor, subcontractors, agents or workers, it is the Contractor's responsibility to ensure that commercial general liability insurance coverage, covering bodily injury and property damage, on an occurrence form, provides all major divisions of coverage including, but not limited to:

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

Coverage limits shall not be less than:

1. General Aggregate	\$2,000,000
2. Products-Completed/Operations	Included
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:

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

For contracts involving work of any kind or nature on Lake Champlain, Workers' Compensation/Employer's Liability policy shall include a Maritime Endorsement (USL&H).

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

D. Professional Liability/Errors & Omissions:

1. General: The Contractor shall carry appropriate professional liability insurance covering errors and omissions made during their performance of contractual duties with the following minimum limits:
 - (a) \$2,000,000 - Annual Aggregate/Policy Limit
 - (b) \$1,000,000 - Per Claim/Occurrence
2. Deductibles: The Contractor is responsible for any and all deductibles.
3. Coverage: The Contractor shall maintain continuous professional liability coverage for the period of the Contract and for a period of five years following substantial completion of construction.

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.

INDEMNIFICATION:

To the fullest extent allowed by law, the Contractor shall indemnify, defend, and hold harmless the City and its officers and employees from liability and claims, suits, fines, penalties, expenses (including attorneys' fees and costs), losses, liens, judgments, and damages of any kind or nature whatsoever (collectively, "Claims") arising as a result of the Contractor's acts and/or omissions in the performance this Contract.

Notwithstanding the foregoing, with respect to Professional Negligence (defined below), (i) the Contractor shall not have a defense duty to the City or its officers and employees; and (ii) the Contractor's duty to indemnify and hold harmless the City and its officers and employees shall be limited to the extent of the Contractor's actual fault; provided, however, that the Contractor's indemnification obligation with respect to Professional Negligence shall include the obligation to reimburse defense costs in the event and to the extent such costs are incurred and paid by the City as the proximate cause of said Professional Negligence.

As used herein, "Professional Negligence" means a failure by the Contractor to exercise that degree of skill and care ordinarily possessed by a reasonably prudent professional practicing in the same or similar locality and providing the same or similar services. For greater clarity, Professional Negligence generally includes the type of negligence covered under a Professional Liability/Errors & Omissions policy of insurance but not necessarily under a Commercial General Liability or Automobile Liability policy of insurance.

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

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

I, Seth Miller Gabriel , on behalf of Taft Infrastructure Advisors (“the Contractor”), in connection with a contract for _____

services to be provided to the City of Burlington (“the City”), hereby certify, under oath, that the Contractor (and any of its subcontractors or subgrantees under this contract) shall comply with the City’s Livable Wage Ordinance (“LWO”), B.C.O. 21-80 et seq., and that:

- (1) The Contractor shall pay all “covered employees” as defined by the LWO (including covered employees of subcontractors or subgrantees) a livable wage (as determined, or adjusted, annually by the City’s chief administrative officer), and shall provide required paid time off for the term of the contract (*or the duration of the contracted project*);
 - (a) Full-time employees are entitled to 12 days of paid time off per year; and
 - (b) Part-time employees are entitled to 12 days of paid time off per year on a prorated basis;
 - (c) For a covered employer that provides employer assisted health care, the livable wageshall be at least \$17.96 per hour; and
 - (d) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least \$19.15 per hour.
- (2) The Contractor shall post a notice regarding the applicability of the LWO in the workplace or in other locations where covered employees normally work, and where such notice can be readily seen;
- (3) Upon request of the City’s chief administrative officer, the Contractor, for itself and, as applicable, for any of its subcontractors or subgrantees, shall provide payroll records, health insurance enrollment records, and other relevant documentation, as deemed necessary by the chief administrative officer, within ten (10) business days from receipt of the City’s request;
- (4) The Contractor shall cooperate in any investigation conducted pursuant to the LWO by the City’s designated accountability monitors or the City’s Office of City Attorney & Corporate Counsel;

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

(6) The Contractor is required to insert in all subcontracts the requirements of the LWO. The

Contractor is liable for violations of the LWO committed by its covered subcontractors.

By signing below, I certify under the pains and penalties of perjury that I have personal knowledge of the foregoing or have made a reasonable inquiry therein, and that to the best of my knowledge and belief, the foregoing is true and correct. (See 13 V.S.A. 2904(b).)

Date: November 5, 2025

By: 

Contractor, or its duly authorized agent

IMPORTANT NOTE: Effective January 1, 2025, for covered employees not under a labor agreement and not working under an agreement subject to Davis-Bacon Act compliance for highway or heavy construction, if the contract or grant amount, inclusive of amendments, is \$50,000 or greater, the vendor is required to certify payroll with each invoice. An acceptable form of certification is attached. Backup documentation may be requested in connection with random compliance audits. Certification of subcontractor or subconsultant payroll is required

**Attachment E:
Burlington Outsourcing Ordinance Certification**

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

I, Seth W. Miller Gabriel, on behalf of

Taft Infrastructure Advisors (Contractor) and in connection with the

Expert Consulting Services

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

Dated at _____, Vermont this 5 day of November,
2025.

By: 
_____ Duly Authorized Agent

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

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

I, Seth W. Miller Gabriel, on behalf of Taft Infrastructure Advisors

(Contractor) and in connection with Burlington (City contract/project/grant), hereby certify under oath that Taft Infrastructure Advisors (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 5 day of November, 2025.

By: 

Duly Authorized Agent

Attachment G: Consultant's Certificate of Insurance & Endorsements



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/22/2025

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

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

PRODUCER Aon Risk Services Central, Inc. Indianapolis IN Office 450 East 96th Street Suite 275 Indianapolis IN 46240 USA	CONTACT NAME: PHONE (A/C. No. Ext): (317) 237-2400 FAX (A/C. No.): (317) 237-2461	
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Taft Stettinius & Hollister LLP One Indiana Square Suite 3500 Indianapolis IN 46204 USA	INSURER A: Great Northern Insurance Co. 20303	
	INSURER B: Federal Insurance Company 20281	
	INSURER C: Chubb Indemnity Insurance Co. 12777	
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier :

COVERAGES	CERTIFICATE NUMBER: 570116318679	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			35336083 General Liability	03/15/2025	03/15/2026	EACH OCCURRENCE \$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$10,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$2,000,000
							PRODUCTS - COMP/OP AGG Included
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			7322-25-58 Auto	03/15/2025	03/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION						
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			2671750930 Workers Compensation	03/15/2025	03/15/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE \$1,000,000
							E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570116318679

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Burlington, Vermont and its officers, employees, agents, successors, and assigns are added as Additional Insured as respects the General Liability and Automobile Liability as required per written contract. Notice of cancellation will be provided in accordance with the policy provisions. General Liability and Auto Liability are primary and non-contributory to other insurance available to the certificate holder, but only to the extent required by written contract with the insured. A waiver of subrogation in favor of Additional Insured as respect the General Liability, Auto Liability and Workers Compensation pursuant to a written contract.

CERTIFICATE HOLDER	CANCELLATION
City of Burlington, Vermont City Hall 149 Church Street Burlington, VT 05401 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>

Endorsement

<i>Policy Period</i>	MARCH 15, 2025 TO MARCH 15, 2026
<i>Effective Date</i>	MARCH 15, 2025
<i>Policy Number</i>	3533-60-83 CHI
<i>Insured</i>	TAFT STETTINIUS & HOLLISTER LLP
<i>Name of Company</i>	GREAT NORTHERN INSURANCE COMPANY
<i>Date Issued</i>	MARCH 24, 2025

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

**Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



Conditions

(continued)

**Transfer Or Waiver Of
Rights Of Recovery
Against Others**

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured's** rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is an "insured" under any other automobile policy;
 - (b) That has exhausted its Limit of Insurance under any other policy; or
 - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 1. You;
 2. Any of your "employees" or agents; or
 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

3. FELLOW EMPLOYEE COVERAGE

EXCLUSION B.5. - FELLOW EMPLOYEE – of SECTION II – LIABILITY COVERAGE does not apply.

4. PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

5. AUTO LOAN/LEASE GAP COVERAGE

Paragraph A. 4. – COVERAGE EXTENSIONS - of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. Unpaid Loan or Lease Amounts

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

6. RENTAL AGENCY EXPENSE

Paragraph A. 4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. EXTRA EXPENSE – BROADENED COVERAGE

Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. Recovery Expense

We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE

Paragraph B.3.a. - EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE

Paragraph C.1.b. – LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - (3) An integral part of such equipment.

10. GLASS REPAIR – WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same “accident”, the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of “accident”, claim, “suit” or “loss”, you must promptly notify us when the “accident” is known to:
 - (1) You or your authorized representative, if you are an individual;
 - (2) A partner, or any authorized representative, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an “accident”, claim, “suit” or “loss” by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the “accident” or “loss” occurred;
- (2) The “insured’s” name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for “loss” to which this insurance applies, provided the “insured” has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such “loss”.

To the extent that the “insured’s” rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after “accident” or “loss” to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any “auto” hired or rented by your “employee” on your behalf and at your direction will be considered an “auto” you hire. If an “employee’s” personal insurance also applies on an excess basis to a covered “auto” hired or rented by your “employee” on your behalf and at your direction, this insurance will be primary to the “employee’s” personal insurance.

16. HIRED AUTO – COVERAGE TERRITORY

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered “auto” of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the “bodily injury” sustained by that person.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: TAFT STETTINIUS & HOLLISTER LLP

Endorsement Effective Date: 03/15/2025

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO A CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION, TO PROVIDE PRIMARY AND NON-CONTRIBUTORY INSURANCE.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Item 5. – “**Other Insurance**” of Item B. – “**General Conditions**” under Section IV – “**Business Auto Conditions**”:

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an “insured” of a covered “auto” for which an “insured” is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER

For policies or exposure in Missouri:

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **03-15-25** Policy No. **71750930**

Endorsement No.

Insured **TAFT STETTINIUS & HOLLISTER LLP**

Premium \$ **Incl.**

Insurance Company **Chubb Indemnity Insurance Company**

Countersigned By _____



January 8, 2025

Taft Stettinius & Hollister LLP
425 Walnut Street
Suite 1800
Cincinnati, OH 45202-3957

To Whom It May Concern:


CONFIRMATION OF INSURANCE

We hereby confirm that Taft Stettinius & Hollister LLP has Professional Liability Coverage under Policy LPL-1293-2025 with limits of liability not less than \$5,000,000 per claim and \$5,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The Policy effective date is from January 1, 2025 to January 1, 2026.

Such Policy is subject to the terms, conditions, limitations and exclusions stated therein.

**ATTORNEYS' LIABILITY ASSURANCE SOCIETY LTD.,
A RISK RETENTION GROUP**

By: 

Nancy J. Montroy
Vice President – Director of Underwriting

Date: 1/8/2025

10 South Riverside Plaza
Suite 1100
Chicago, IL 60606
312.697.6900 tel
312.697.6901 fax

alas.com

Resolution Relating to

RESOLUTION 6.29

AUTHORIZATION TO ACCEPT U.S. DEPARTMENT OF TRANSPORTATION INNOVATIVE FINANCE AND ASSET CONCESSION GRANT OF \$1 MILLION FOR SOUTH END COORDINATED REDEVELOPMENT

Sponsor(s): Bd. of Finance
Introduced: 12/16/24
Referred to:
Action: adopted
Date: 12/16/24
Signed by Mayor: 12/18/24

CITY OF BURLINGTON

In the year Two Thousand Twenty-Four.....

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

1 That WHEREAS, the city’s South End has evolved from an active industrial and manufacturing hub,
2 through a period of high vacancy rates in the 1970s, and into a creative district that is still the geographic and
3 economic hub of industry and manufacturing in Burlington; and

4 WHEREAS, the South End represents just 4% of the city’s total land area, and is home to nearly half
5 of the city’s office and industrial space – employing over 6,000 people in ~500 businesses, from artists and
6 makers to companies large and small; and

7 WHEREAS, Burlington residents and the greater community called for zoning amendments that
8 continue to support arts and artists, light manufacturing, and innovation sector start-ups, while allowing
9 residential use and limit heavy manufacturing (planBTV South End, 2019); and

10 WHEREAS, in July 2023, the City Council unanimously approved the South End Innovation District
11 (SEID) Zoning Amendment, which was intended to promote a vibrant urban district with a mix of uses,
12 including hundreds of new homes and neighbors coexisting with new spaces for the arts, light manufacturing,
13 higher education and other commercial uses; and

14 WHEREAS, Burlington Community Development Corporation, a nonprofit affiliate of the City, owns
15 68 Sears Lane; Ride Your Bike, LLC owns 125 Lakeside Avenue; and Champlain College owns 175 Lakeside
16 Avenue, and collectively these parties (the “Parties”) own contiguous parcels totaling 13.3 acres in the core of
17 the new SEID; and

18 WHEREAS, on January 31, 2023, the Parties entered into a Memorandum of Understanding to
19 facilitate a conceptual design framework and infrastructure assessments for the coordinated redevelopment of
20 these parcels resulting in a vibrant, sustainable and accessible mixed-use neighborhood; and

21 WHEREAS, the Parties view this is a unique opportunity to develop a new sustainable, walkable, bike-
22 friendly, mixed-income neighborhood with public open spaces and resilient green infrastructure, and that
23 coordinated redevelopment will result in a sum that is far greater than its parts; and

Resolution Relating to

**AUTHORIZATION TO ACCEPT U.S. DEPARTMENT OF
TRANSPORTATION INNOVATIVE FINANCE AND ASSET CONCESSION
GRANT OF \$1 MILLION FOR SOUTH END COORDINATED
REDEVELOPMENT**

24 WHEREAS, the Parties acknowledge the ongoing conceptual design must be informed by the overall
25 water, wastewater, stormwater, traffic and parking projections – which in turn will enable the Parties to better
26 understand the magnitude of infrastructure constraints and develop strategies to address such constraints; and

27 WHEREAS, the Parties have been working together for nearly 2 years to develop a shared
28 understanding of the infrastructure opportunities and constraints for a transit-oriented-development with
29 funding from the Chittenden County Regional Planning Commission and the Vermont Agency of Commerce
30 and Community Development; and

31 WHEREAS, on March 11, 2024, the City Council approved a Pre-Development Agreement among the
32 Parties to engage in joint planning for the “South End Coordinated Redevelopment (SECORD)” of the subject
33 parcels noted above in a coordinated fashion with a mixed-use development project; and

34 WHEREAS, in May 2024, the Community & Economic Development (CEDO) in conjunction with the
35 Clerk/Treasurer’s Office Grant Team submitted an application for funding to the US Department of
36 Transportation under the Innovative Finance and Asset Concession Grant Program to assist the city and its
37 partners in delivering the desired Transit-Oriented Development (TOD) neighborhood by procuring additional
38 technical expertise to complete financial modeling, legal negotiations, civil engineering, environmental site
39 assessments, landscape architecture, feasibility studies, and engagement activities; and

40 WHEREAS, the City’s application was successful and the U.S. Department of Transportation awarded
41 \$1 million in grant funding to be used for the purposes detailed in the above paragraph over a three-year
42 period with no local match requirements; and

43 WHEREAS, on December 16, 2024, the Board of Finance recommended to the City Council that the
44 Director of CEDO be authorized to execute a U.S. Department of Transportation Innovative Finance and
45 Asset Concession Grant Program Cooperative Agreement for \$1,000,000 to enable the City to procure
46 additional technical expertise as detailed in the following paragraph;

47 NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of CEDO to
48 execute a U.S. Department of Transportation Innovative Finance and Asset Concession Grant Program
49 Cooperative Agreement for \$1,000,000 to enable the City to procure additional technical expertise to complete
50 financial modeling, legal negotiations, civil engineering, environmental site assessments, landscape
51 architecture, feasibility studies, and engagement activities as further detailed in the City’s May 2024
52 application to the U.S. DOT; and

Resolution Relating to

AUTHORIZATION TO ACCEPT U.S. DEPARTMENT OF
TRANSPORTATION INNOVATIVE FINANCE AND ASSET CONCESSION
GRANT OF \$1 MILLION FOR SOUTH END COORDINATED
REDEVELOPMENT

53 BE IT FURTHER RESOLVED that the City Council authorizes the Director of CEDO to take such
54 further actions, and to execute such further instruments approved as to form by the City Attorney, as may be
55 necessary or convenient to facilitate the transactions contemplated hereby; and

56 BE IT FURTHER RESOLVED that the Director of CEDO may execute amendments to the
57 cooperative agreement, provided that any City match associated with such an amendment is within staff's
58 approval authority pursuant to the City's purchasing policy.

59

60 *BTP/Resolutions 2024/Authorization To Accept U.S. Department Of Transportation Innovative Finance And Asset Concession Grant Of \$1 Million*
61 *For South End Coordinated Redevelopment*
62 *12/06/2024*

* * * * *

ORIGINAL

DISTRIBUTION:

I hereby certify that this resolution has been sent to the following department(s) on
Brian Pine, CEDO Director

RESOLUTION RELATING TO

Authorization To Accept U.S. Department Of Transportation Innovative Finance And Asset Concession Grant Of \$1 Million For South End Coordinated Redevelopment

Adopted by the City Council

December 16, 2024

[Signature] Clerk

Approved Dec 18, 2024

[Signature] Mayor

Vol. Page

Attest:

[Signature]
Lori Olberg
Licensing and Records Coordinator

* * * * *



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

MEMO

Date: November 10, 2025

To: Board of Finance/City Council

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

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

Subject: Reclassification of one (1) DPI – Zoning Division Manager as summarized

Executive Summary

I propose the reclassification of one (1) position in the Department of Permitting and Inspections (DPI) Zoning Division Manager as summarized below:

- Reclassification of Permitting and Inspections Zoning Division Manager/Principal Planner a Regular, Full-time, Exempt, Non-union Grade 22 step 15 position to Zoning Division Manager/Principal Planner, a Regular, Full-time, Exempt, Non-union Grade 24 step 13 position

Background for Reclassification

This is a reclassification request based on a job description with duties and responsibilities which have evolved since the creation of the department and the Zoning Manager position. The complexity and scope of the work currently being performed required a grading adjustment.

Transformed Role: The Zoning Division Manager position was created in 2019 when the Department was created. The job description was developed 6 years ago based on the anticipated functions required in a brand new department for a position that never existed previously. The reclassification request is a result of an evaluation of the actual job functions and responsibilities that naturally fall to the Zoning Division Manager/Principal Planner.

Departmental Responsibilities: The Zoning Division Manager/Principal Planner position carries with it an enormous responsibility for development in Burlington. The position is responsible for oversight and implementation of the city's land use policies and regulations, environmental initiatives, and state and federal standards including the National Flood Insurance Program. The position supervises the zoning staff and oversees zoning enforcement and compliance staff.



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

The position serves as the city Conservation Planner in support of the Conservation Board and the Conservation Legacy Program. This position is responsible for maintaining the Comprehensive Development Ordinance as amended while coordinating with Planning Commission and Planning Director regarding intent of new or revised ordinances.

The reclassified position is the result of responsibilities which are required of the position, are currently being performed and have not been reevaluated since 2019. This includes high level administrative functions including management of the department web-site and drafting/overseeing execution of department protocols. The position also supervises coordinated services for zoning and building permits for improved cross-functional efforts, provides zoning interpretations/determinations and acts as the City’s primary liaison with the Vermont Agency of Natural Resources for administration of the City’s delegated shore land regulation.

The reclassification amends the job description to reflect the role’s existing responsibilities, required skills, job complexity, and level of authority within the department.

Financial Impact

The increase in salary is equal to \$5,528.44.65 annually, retroactive to July 1, 2025. The overall FY26 budget impact will be neutral due to increased revenue from zoning enforcement and a two month vacancy in a zoning position that will be not be filled until November, 2025. Any FY27 impact will be built into the FY27 budget during its development.

Position Title	FY 25 Budgeted Salary	Proposed Reclassification Salary
Zoning Division Manager/Principal Planner	\$109,444.6766	\$114,973.1231

Proposed motions

Board of Finance Motion:

- To approve and recommend that the City Council approve the reclassification of the Department of Permitting and Inspections Zoning Division Manager/Principal Planner a Regular, Full-time Exempt, Non-union Grade 22 step 15 position to Zoning Division Manager/Principal Planner, a Regular, Full-time Exempt, Non-union Grade 24 step 13 position, retroactive to July 1, 2025.

City Council Motion:

- To approve the reclassification of the Department of Permitting and Inspections Zoning Division Manager/Principal Planner a Regular, Full-time Exempt, Non-union Grade 22 step 15 position to Zoning Division Manager/Principal Planner, a Regular, Full-time Exempt, Non-union Grade 24 step 13 position, retroactive to July 1, 2025.

City of Burlington Job Description

Position Title: Zoning Manager and Principal Planner – Development Review/Assistant Zoning Administrative Officer

Department: Permitting & Inspections

Reports to: Director of Permitting & Inspections

Pay Grade: ~~2224~~TBD

Job Code: ~~1329~~TBD

Exempt/Non-Exempt: Exempt

Union: Non-Union

Remote Work Rating: Tier 2

General Purpose: This position ~~is responsible for oversight and implementation of the city's land use policies and regulations. These include zoning and subdivision standards, environmental initiatives, and state and federal standards such as shorelands and the National Flood Insurance Program (NFIP). The position oversees and engages in the work of~~ ~~lead~~ the Department's Development Review Team ~~and play a central leadership role~~ in the administration of the City's *Comprehensive Development Ordinance*, including ~~supervision of permitting staff, processing and review~~ ~~ing of~~ zoning and subdivision applications, ~~issuance of~~ zoning permits, ~~drafting ordinance amendments, supervising staff, collaborating on zoning compliance and enforcement matters,~~ and providing staff support to the Development Review Board, Design Advisory Board, and the Conservation Board relative to their role in the development review process. ~~The position supervises zoning enforcement and compliance staff and is the primary liaison with the City Attorney's Office in enforcement and litigation matters. The position serves as the City's Conservation Planner in support of, and collaboration with, the Conservation Board and the Conservation Legacy Program. This position also represents the Department in collaborations~~ ~~is also the primary liaison~~ with the City's ~~Office of City Planning and Policy staff in and the Planning Commission for~~ the development of land use and development plans and policies and ~~for the drafting of related ordinance amendments and engages with the Planning Commission regarding the intent of Ordinance development or revisions.~~

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

- **Land Use Regulatory Oversight and Implementation**

- Provide staff support to the Conservation Board, Design Advisory Board, and Development Review Board; assist in pursuing and evaluating annual goals and objectives.
- Provide ~~ing~~ direction and assistance to applicants in meeting applicable regulatory requirements for proposed development, and in preparing the necessary submission materials required for a zoning or subdivision permit application.
- Maintain a caseload of assigned development projects including:

- Examine received permit application submission materials for completeness in accordance with applicable regulatory requirements and department procedures.
- Serve as a Project Manager and the departments' lead point of contact in the review of permit applications before the Development Review Board including preparing staff recommendations and findings of facts, conducting site visits, and making presentations before the Conservation Board, Design Advisory Board, and Development Review Board as applicable.
- Write up and distribute Development Review Board decisions and related permits.
- Take final administrative action on permit applications that do not require Development Review Board approval.
- Administer the City's impact fee regulations and adjust annually for inflation.
- Issuance of Certificates of Occupancy upon successful completion of work conducted pursuant to a zoning permit. Coordinate closure of older expired permits concurrent with closure of current permits.
- Track and evaluate trends in development review, permit issuance, and permit closure (Certificates of Occupancy)
- Review and act upon all zoning determination requests filed with the Department, in collaboration with the City Attorney's Office as needed.
- ~~○ Recruit, supervise, schedule, train and evaluate personnel within the Zoning division of the Permitting & Inspections Department.~~
- ~~○ Effectively communicate with staff to ensure all work is carried out at acceptable levels.~~
- ~~○ Perform various budget tasks, including but not limited to, recommending annual budget appropriations for the division to the Department director and assuming responsibility for expenditure control, revenue forecasting, fee alterations, and monitor overtime while ensuring that operating budget is kept within expected levels.~~
- Provide overall management, supervision and leadership of the Departments Development Review Team and the day to day operation and functions of the department's Development Review process under the Burlington Comprehensive Development Ordinance including but not limited to:
- ~~○ Providing direction and assistance to applicants in meeting applicable regulatory requirements for proposed development, and in preparing the necessary submission materials required for a zoning or subdivision permit application.~~
- ~~○ Acceptance, review, and referral/action on zoning permit applications and related administrative determinations.~~
- Serve as the City's NFIP Coordinator in review of all development activities within the special flood hazard area. Assist in post flood recovery efforts including Manage administration of FEMA-based grants for flood hazard mitigation as needed.
- ~~○ Serve as the City's primary liaison with the Vermont Agency of Natural Resources for administration of the City's delegated shoreland regulations.~~
- ~~○ Issuance of Certificates of Occupancy upon successful completion of work conducted pursuant to a zoning permit.~~
- Enforcement actions the City's Comprehensive Development Ordinance, including the issuance of Notices of Violations, imposition of fines and related legal actions in collaboration with the City Attorney's Office.



- **Supervisory Duties**

- Recruit, supervise, schedule, train and evaluate personnel within the Zoning division of the Permitting & Inspections Department.
- Supervise development review and zoning enforcement staff; provide managerial support and technical supervision, and in collaboration with the Director provide annual employee performance evaluations establishing performance improvement and development objectives.
- Effectively communicate with staff to ensure all work is carried out at acceptable levels.
- Collaborate with managerial staff to identify problems and to create and implement solutions. Consistently work to improve workflows and desired outcomes.

-

- **Administrative Duties**

- Assistant Administrative Officer duties as assigned per 24 V.S.A §4448 and Comprehensive Development Ordinance Article 2, Part 3.
- Identify and coordinate execution of department priorities in collaboration with management and other department staff.
- Perform various budget tasks, including but not limited to, recommending annual budget appropriations for the division to the Department director and assuming responsibility for expenditure control, revenue forecasting, fee alterations, and monitor overtime while ensuring that operating budget is kept within expected levels.
- Solicit and administer state and federal grants.
- Create and distribute board packets and agendas both directly and in a supervisory role.
- Draft and oversee execution of departmental protocols.
- Manage the permit system and department website in collaboration with IT office as needed.

-

- **Policy, Procedures, and Implementation**

- ~~Represent the Department in collaborations.~~ Act as the Department's primary liaison with the City's Office of City Planning and Policy staff in the development of land use and development plans and policies and drafting related ordinance amendments. Collaborate with the Planning Commission, City Council, and related committees.
- Prepare and issue zoning administrative interpretations to provide guidance and clarity to staff and the public as to sections of the Comprehensive Development Ordinance.
- Maintain and update the Comprehensive Development Ordinance as amended. Track and maintain amendment status online with the Planning Commission and the City Council. Coordinate with City Attorney's Office as to amendment status, public hearings, and adoption. Engage with the Planning Commission and Planning Director regarding intent of developed or revised Ordinances.
- Act as the Department's liaison to the Conservation Legacy Program. Coordinate with the City's Land Steward in consideration of land acquisition and conservation proposals ~~and usher them through the stages of CLP and Conservation Board review.~~ and in the administration of the city's Conservation Legacy Grant program.
- Act as the staff lead for Conservation Board planning and policy initiatives such as with the Open Space Plan and related implementation measures.
- Develop, and regularly evaluate for opportunities for continuous improvement:

- Informational and educational materials and processes necessary to assist applicants and members of the public's ability to effectively participate in the development review process.
- Departmental customer service practices and standards; establish performance and improvement objectives.
- Departmental operating procedures.
- Ongoing training programs for [department](#) staff and volunteer board members

- Other Duties

- ~~Supervise development review and zoning enforcement staff; provide managerial support and technical supervision, and in collaboration with the Director provide annual employee performance evaluations establishing performance improvement and development objectives.~~
 - Serve as the Director of Permitting and Inspections and Zoning Administrative Officer in their absence.
 - Serve as the department's principal liaison with the City Attorney's Office regarding all regulatory, compliance and enforcement matters acting as department representative in applicable development matters under litigation.
 - ~~Serve as the Director of Permitting and Inspections and Zoning Administrative Officer in their absence.~~
- ~~Maintain a caseload of assigned development projects including:~~
 - ~~Examine received permit application submission materials for completeness in accordance with applicable regulatory requirements and department procedures.~~
 - ~~Serve as a Project Manager and the department's lead point of contact in the review of permit applications before the Development Review Board including preparing staff recommendations and findings of facts, conducting site visits, and making presentations before the Conservation Board, Design Advisory Board, and Development Review Board as applicable.~~
 - ~~Take final administrative action on permit applications that do not require Development Review Board approval.~~
 - ~~Administer the City's impact fee regulations.~~
- ~~Develop, and regularly evaluate for opportunities for continuous improvement:~~
 - ~~Informational and educational materials and processes necessary to assist applicants and members of the public's ability to effectively participate in the development review process.~~
 - ~~Departmental customer service practices and standards; establish performance and improvement objectives.~~
 - ~~Departmental operating procedures.~~
 - ~~Ongoing training programs for staff and volunteer board members~~
- ~~Represent the Department in collaborations with the City's Planning and Policy staff in the development of land use and development plans and policies and drafting related ordinance amendments.~~
- ~~Maintain and update the Comprehensive Development Ordinance as amended. Track and maintain amendment status online with the Planning Commission and the City Council. Coordinate with City Attorney's Office as to amendment status, public hearings, and adoption.~~

~~Engage with the Planning Commission and Planning Director regarding intent of developed or revised Ordinances.~~

~~● Act as the Department's liaison to the Conservation Legacy Program. Coordinate with the City's Land Steward in consideration of land acquisition and conservation proposals and usher them through the stages of CLP and Conservation Board review.~~

● ~~Solicit and administer state and federal grants.~~

- Represent the City and serve as an expert witness in litigation related to land use and development regulation, and prepare and submit testimony on behalf of the City before State courts.
- Respond to public and media inquiries regarding specific development projects and department functions and policies.

~~● Assistant Administrative Officer duties as assigned per 24 V.S.A §4448 and Comprehensive Development Ordinance Article 2, Part 3.~~

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Master's Degree in City, Regional, and/or Urban Planning; Geography, Architecture, Landscape Architecture, Historic Preservation, Engineering, Public Administration, or closely related field, and a minimum of five (5) years' experience in municipal land use and development planning and regulation is required.
- Bachelor's Degree in City, Regional, and/or Urban Planning; Geography, Architecture, Landscape Architecture, Historic Preservation, Engineering, Public Administration, or closely related field, and a minimum of seven (7) years' experience in municipal land use and development planning and regulation may be substituted for a Master's degree.
- Minimum of ~~three~~ five (5) years' experience in a senior-level management / supervisory capacity involved in direct land use and development regulation is required.
- Additional experience may be substituted for a degree requirement on a two-for-one year basis.
- American Institute of Certified Planners (AICP) certification is preferred.
- Certified Floodplain Manager (CFM) certification is preferred.
- Ability to work independently, manage, and prioritize multiple initiatives, and to engage in collaborative decision-making are essential.
- Direct experience in the administration of municipal regulatory processes and project management is required, as is a demonstrated ability to oversee and monitor professional consulting contracts and the work of interns and support staff.
- Direct experience in the development of land use planning policy and related ordinances is required, as is a demonstrated ability to work within the local legislative process in developing such plans and ordinances.
- Direct experience with conservation planning and implementation, including but not limited to water quality, land conservation, and climate adaptation, is required.
- A demonstrated ability to communicate effectively graphically, orally, and in writing to a wide range of audiences.
- Ability to regularly exercise significant independent professional judgement and discretion within the bounds of local, state and federal legal procedures and statutory authority.

- Ability to read and understand plats, plans, blueprints, elevations, photometric studies, landscaping plans, construction detail submissions, specification sheets, traffic studies, lighting plans, shading analyses, consultant reports, or other related documents.
- Ability to comprehend the development ordinances [and comprehensive plans](#) as well as a working knowledge of other related State and City codes and regulations.
- Ability to work effectively with elected and appointed city boards and commissions.
- Experience or background in litigation procedures regarding the zoning and subdivision ordinances by which approvals or denial can and are based upon.
- A strong background in urban development and design, and a commitment to sustainable development practices.
- Ability to establish and maintain effective employee and public relations, including the ability to mediate conflicts that may arise between citizen groups and developers.
- Demonstrated professionalism, tact, and discretion in addressing controversial and emotionally charged issues, and the ability to establish and maintain positive and effective employee and public relations.
- Ability to establish and maintain collaborative working relationships with other City and non-city departments and agencies involved in the development review and permitting process.
- Ability to plan and forecast department workloads, including equipment and staffing requirements; develop objectives and arrange resources to assure the accomplishment of objectives.
- Proficiency and working knowledge of a variety of software applications including permit management systems, social media, Sketch-Up, ArcGIS, and other Windows-based computer applications.
- Regular attendance at evening meetings is required.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.

Physical & Mental/Reasoning Requirements; Work Environment:

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

x	seeing	x	ability to move distances within warehouses and offices
x	color perception (red, green, amber)	x	lifting (specify 30 pounds)
x	hearing/listening	x	carrying (specify 30 pounds)
x	clear speech		climbing
x	touching	x	driving
x	dexterity x hand x finger		ability to mount and dismount forklift
	reading – basic		pushing/pulling

x	reading – complex		shift work
	math skills – basic		moving objects
x	math skills – complex		pressurized equipment
	writing – basic		extreme heat
x	writing – complex		extreme cold
x	analysis/comprehension		high places
x	judgment/decision making		noise
x	clerical		fumes/odors
x	inside		dirt/dust
	outside		hazardous materials
x	works alone		electrical equipment
x	works with others		mechanical equipment
x	face-to-face contact		
x	verbal contact w/others		

Supervision:

Directly Supervises: 5

Indirectly Supervises:

Disclaimer:

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

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Revised ~~November 2018. Revised December 2022 with Remote Work Rating.~~ ~~February 2025~~ September 18, 2025.

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Permitting and Inspections Submitter: William M. Ward

Title/Subject: Reclassification of Zoning Manager position

Approval Requested:	Meeting Date:
<input checked="" type="checkbox"/> Board of Finance	11/17/2025
<input checked="" type="checkbox"/> City Council	12/1/2025
<input type="checkbox"/> Both BOF and Council	Click or tap to enter a date.

Instructions

1. This form must be completed by the person submitting the materials.
2. This form must be sent with the final submission of materials in advance of the meeting.
3. Do not indicate that a sign-off was received until it has actually been obtained.
4. Commission reports and presentations do not need to be reviewed by the CAO or Attorneys.
5. Name the reviewing Attorney or HR Manager in the Note column.

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	10/24/2025	William Ward
Mayor's Office	Yes	11/11/2025	Erin Jacobsen
Board/Commission	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and contracts or legal documents	N/A	Click or tap to enter a date.	
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	11/10/2025	Kim Sturtevant
CAO for budget, financing, and memo	Yes	6/27/2025	Katherine Schad
Human Resources, if personnel action or policy	Yes	10/24/2025	Tim Clancy
CIO, if IT-related	N/A	Click or tap to enter a date.	Click or tap here to enter text.

MEMO

Date: November 17, 2025

To: Board of Finance and City Council

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

CC: Deryk Roach, Parks and Central Facilities Division Director

Re: Robert Miller Community Center Energy Improvement and Equipment Replacement Project

I. Purpose

This memo seeks approval to execute all necessary contracts to furnish and install equipment designed to improve energy efficiency and reduce operating costs at the Robert Miller Community Center in Burlington, VT.

II. Background

The Robert Miller Community Center was originally built in 1958, and was renovated in 2008. This building hosts City employee office space, leased spaces for a day care and teen center, recreational gym spaces, and a community gathering space. The Miller Center is over 21,000 SF and is constructed with masonry bearing walls, steel beams with open web joists. It has a flat roof and a brick veneer exterior. In 2014, the City had a Level I assessment conducted on the building and it was determined to have significant deferred maintenance. The study also found that the building systems had realized or exceeded their typical expected useful lives. With the Heating Ventilation and Air Conditioning (HVAC) system being antiquated, we are certain to have emergency, costly repairs. Waiting until the system fails will not only result in a possible unexpected closure of the building, but also doesn't allow us to plan well to get the best equipment for our money. In addition, these older units are using more and more energy to keep up with the demand and are struggling to make this a comfortable and healthy building for the visitors and employees. Replacing the HVAC system is a must at this point.

In 2024, the Central Facilities Manager worked with City approved Energy Efficient Investments to make a comprehensive plan to upgrade the failing building HVAC system. The goal of the project is to make the Miller Center the first City owned building to achieve Net Zero Energy.

The full scope of work for this project will include:

- Lower Roof – replace package units with heat pump units with energy recovery unit
- Consolidate gym to (1) unit with energy recovery unit and heat pump
- Consolidate (3) water heaters to a single heat pump water heater
- Replace boiler with electric heaters in restrooms

Back-up gas heating will remain for extreme cold weather. The City will purchase renewable natural gas credits from Vermont Gas Systems to ensure the building complies with the Net Zero Energy modeling. When this project is complete we will see an \$11,000 per year reduction in natural gas. The electrical usage will increase because of the new equipment for a net decrease of <\$6,000> per year. In



addition to cost savings, the new system brings the building up to current codes with respect to fresh air ventilation, filtration and air changes per hour - something that is critically important in public spaces with diverse community users in a post-COVID world.

Doing our due diligence to make sure that we are focusing on items which must be done, we looked at a planning menu with (14) separate items. Of these (14) items, two are an immediate need, and two must be done within an estimated year from now. Having them done as a package saves both time and money in mobilization of installation crews and equipment, let alone yearly increases in material and equipment costs. In the menu below, the four items which represent these needs are # 1, #2A or #2B as immediate needs and #6 and #8 as needed in the next probable year. The following menu is an Energy Conservation Measures (ECM) matrix showing a scope of options. Approval of this project will lead to an Energy Performance Contract (EPC) which will clearly define the responsibilities of each party and will include a Measurement and Verification (M & V) procedure that will be used to measure the energy performance of the new systems and equipment installed in the facility. In layman's terms, EEI will work with the City following the installation to make sure daily that all of the equipment is running as it should. At the end of a full year, we will be reviewing energy costs saved, and, if we do not meet or exceed what is projected, EEI writes the City a check for the difference and takes care of any equipment which needs to be altered or replaced to make it correct.

-What happens if we just do #1 and #2A or B now and wait on the other two items until next year?
Once the later two are complete we can then be Net Zero Energy in the building.

-What happens if the items being replaced by #6 and #8 fail before we can replace them?
Best case scenario it happens in the summer and there is no hot water in the building, not great for cleanliness and not great for a day care.

-How does this plan work to get the Miller Center to Net Zero Energy (NZE)?
The standard accepted definition of NZE is that the building produces as much energy via renewables as it consumes either on or off site. Since BED is powered 100% by renewables (wood chips), our electrical usage already qualifies to be called NZE.
By purchasing renewable natural gas from Vermont Gas for backup heating, you "cover" the small amount of natural gas the building will utilize with renewables, which brings the entire building under the definition of NZE.

-What happens in the future years for additional upgrades like window replacement, replacing door weatherstripping or adding solar?
Some of it will HAVE to be done, and it will make the building even more efficient, saving additional money on future electrical bills.



Robert Miller Community & Recreation Center							
ECM Priority	Description	Budgetary Cost for Installed Measure (\$)	Projected Grant (\$)	Estimated Annual Fuel Savings (kBtu)	Estimated Annual Electric Savings (kWh)	Estimated Annual Total Energy Reductions (kBtu)	Estimated Annual CO ₂ Emission Reductions (lbs.)
1	Lower Roof - Replace Package Units with Heat Pump Units with ERU	\$836,500	\$9,000	507,500	-31,000	401,728	25,924
2A	Upper Roof - Replace with Heat Pump Units with ERU (4)	\$371,778	\$4,000	273,500	-22,747	195,887	7,370
2B	Consolidate Gym to (1) Unit with ERU and Heat Pump	\$373,800	\$2,000	276,800	7,749	303,240	40,393
3	Convert Building to a Geothermal HVAC System	\$3,330,704	\$999,211	631,400	-58,639	431,324	17,642
4	Replace Windows (2008)	\$257,310	N/A	9,875	6,913	33,460	14,525
5	Replace Door Weather Stripping	\$15,000	N/A	80	12	121	53
6	Consolidate Water Heaters (3) to a Heat Pump Water Heater (1)	\$75,000	\$800	36,000	-940	32,793	10,976
7	Replace Existing Appliances with Low Flow Appliances	\$50,000	\$800	N/A	N/A	N/A	N/A
8	Replace Boiler with Electric Heaters in Restrooms	\$40,000	N/A	30,000	-114	29,611	11,590
9	Add Catch Basins to Roof Drains/Re-Pipe	\$300,000	N/A	N/A	N/A	N/A	N/A
10	Re-Pitch and Replace Lower Roof	\$286,920	N/A	N/A	N/A	N/A	N/A
11	Secure Roof Access Ladder (Unsafe)	\$2,500	N/A	N/A	N/A	N/A	N/A
12	Provide & Install New Generator	\$250,000	N/A	N/A	N/A	N/A	N/A
13	Replace Fire Alarm System	\$40,799	N/A	N/A	N/A	N/A	N/A
14	Add Solar (Gym Roof 7600 sq-ft)	\$225,000	\$57,375	N/A	78,507	267,866	151,285

III. APPROVALS

The City is working with Energy Efficient Investments (EEI) to have professional engineering, procurement and installation done of a highly efficient HVAC system for this project. In March 2023, BPRW publicly posted an RFP to work with an Energy Performance Contractor (EPC) for City buildings. EEI received the award. Energy Performance Contractors improve occupant comfort and productivity, reduce energy consumption and operating costs, and increase property value through renovation. An EPC will help the City to design and implement upgrades to bring City buildings as close as possible to Net Zero Energy within the constraints of building structure, age and budget. As of November 2025, EEI has successfully contributed to working with the City on a small City Hall project, and a large Capital Improvement at the Burlington Police Department. Spring of 2026 EEI



will be working with us on a large Capital Improvement for the City Hall/BCA campus, and has completed planning to bring this campus to Net Zero Energy by the end of 2030. Should we decide to mobilize the construction crew and equipment, plus the additional cost of the units and additional materials a year later, and divide these few items into (2) projects, we will be adding approximately \$150,000 to the cost of the project. This also assumes that the existing water heaters and boiler last another two years. This will also delay the City’s commitment to Net Zero Energy.

IV. PROJECT FUNDING SOURCES, BUDGET AND ESTIMATES

Funding for this project was set aside from the sale of 200 Church Street and City Capital Funds from Bond Series 2024A as approved in the annual Capital Budget. This budget was approved by the Capital Committee.

Funding Sources & Budget	
Capital Outlay Bond Expenditures	\$1,000,000
Capital Bond Series 2024A	\$500,000
Total Budget	\$1,500,000
Contractor bid	\$1,325,300.00
~10% Contingency (on above items)	\$132,000.00
Total Bid with Contingency	\$1,457,300.00
Probable Rebates	(\$11,800.00)
Assuming rebates funding and surplus contingency, funds available for additional energy saving projects in this building within the engineered energy conservation measure matrix.	\$143,800.00

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

Based on the EEI plan, any remaining funds from contingency and rebates for this project budget would be used towards the top priority for additional energy savings in the building, which is replacing a portion of the exterior windows.

V. SCHEDULE

The anticipated project schedule is as follows:

- 11/17/2025: Board of Finance approval
- 12/01/25: City Council approval
- 12/2025: Contract signed
- Late Winter/Early Spring (February – March) 2025: Construction begins



DEPARTMENT RECOMMENDATION

Board of Finance Motion:

To approve and recommend that the Board of Finance approve and authorize the execution of a contract with Energy Efficient Investments, Inc., for the Robert Miller Community Center Energy Improvement and Equipment Replacement project, in the amount of \$1,325,300, plus a project contingency of \$132,000, for a total authorized contract expenditure including contingency not to exceed **\$1,457,300**, and to authorize the Director of Parks, Recreation and Waterfront, or designee to execute the contract and any related documents necessary or convenient to effecting the contract or carrying out the project, subject to the review and approval as to form of the City Attorney's Office.

City Council Motion:

To approve and authorize that the City Council approve and authorize the execution of a contract with Energy Efficient Investments, Inc., for the Robert Miller Community Center Energy Improvement and Equipment Replacement project, in the amount of \$1,325,300, plus a project contingency of \$132,000, for a total authorized contract expenditure including contingency not to exceed **\$1,457,300**, and to authorize the Director of Parks, Recreation and Waterfront, or designee to execute the contract and any related documents necessary or convenient to effecting the contract or carrying out the project, subject to the review and approval as to form of the City Attorney's Office.

