



City Council

Tuesday, February 17, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

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

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

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

1. Agenda

Subject	1.1. Motion to amend/adopt agenda
Meeting	February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to amend/adopt agenda as follows: remove from the consent agenda item 4.4. Authorization to Accept a Work of Public Art from the Abenaki Nation of Missisquoi Tribal Council - BCA and place it on the deliberative agenda as item 5.5. (per Councilor Schachter)

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

Subject	2.1. Verbal Comments
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Meeting	February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	2. Public Forum: Time Certain: 6:30 pm **See above for signup instructions**
Department	Council and Board
Type	Action Procedural
Recommended Action	open Public Forum close Public Forum

3. Mayor - General City Affairs (up to 10 mins.)

Subject	3.1. Verbal reports
Meeting	February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	3. Mayor - General City Affairs (up to 10 mins.)
Department	Council and Board
Type	Information

4. Consent Agenda

Subject	4.1. Motion to adopt the consent agenda (as amended) and take the actions indicated
Meeting	February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Consent Agenda
Department	Council and Board
Type	Action (Consent) Procedural
Recommended Action	Motion to adopt the consent agenda (as amended) and take the actions indicated
Subject	4.2. Accountability List - DFA
Meeting	February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Communication Information
Recommended Action	waive the reading, accept the communication and place it on file

Subject **4.3. February 9, 2026 Regular City Council Meeting and Public Information Hearing on Ballot Questions Minutes - DFA**

Meeting February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 4. Consent Agenda

Department Department of Finance and Administration

Type Action (Consent)
Information
Minutes

Recommended Action approve the minutes

Subject **4.4. Authorization to Accept a Work of Public Art from the Abenaki Nation of Missisquoi Tribal Council - BCA **NOW AGENDA ITEM 5.5.****

Meeting February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 4. Consent Agenda

Department City Arts

Type Action (Consent)

Recommended Action to approve and authorize the Director of BCA to accept a public art donation as described in Attachment A, with a total value of \$20,000 from the Missisquoi Abenaki Nation; to facilitate site preparation up to a maximum amount of \$25,000; and to execute all necessary documents upon final review and approval by the City Attorney's Office

Subject **4.5. Request for Job Description Updates and Position Reclassifications Department of Finance and Administration**

Meeting February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 4. Consent Agenda

Department Department of Finance and Administration

Type Action (Consent)

Recommended Action 1. To approve the following position reclassifications:
a. Reclassification of one (1) Accounting Assistant I – Accounts Payable, nonexempt, full-time, AFSCME position, grade 14, to grade 15;
b. Reclassification of one (1) Lead Accounts Payable Analyst, non-exempt, full-time, AFSCME position, grade 14, to grade 16;
c. Reclassification of one (1) Grants & Finance Specialist, non-exempt, full-time, AFSCME position, grade 16, to grade 18;
d. Reclassification of one (1) Grants Associate & Philanthropy Advisor, non-exempt, full-time, AFSCME position, grade 15, to grade 16;
e. Reclassification of one (1) Billing & Admin Accountant, non-exempt, full-time, AFSCME position, grade 17, to one (1) Sr. Accountant, exempt, full-time, nonunion position, grade 18; and
f. Reclassification of one (1) NPA Engagement Specialist, part-time, non-exempt, AFSCME position, grade 14, to a full-time position, grade 14.

2. to authorize the Chief Administrative Officer to make such amendments to the FY26 Budget as may be necessary or convenient to effectuate the foregoing staff reorganization, in substantial conformance with the information outlined in the staff report, for a total FY 26 impact of \$26,795.70.

Subject	4.6. Burlington Harbor Marina: Dredging Maintenance Project: Contract Amendment and Budget - BPRW
Meeting	February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Consent Agenda
Department	Parks, Recreation, & Waterfront
Type	Action (Consent)
Recommended Action	1. To approve and authorize the execution of a contract amendment with Engineers Construction, Inc. for an additional contract value of \$33,865, for a new total contract price not to exceed \$611,711 for the Burlington Harbor Dredging Project and to authorize Phil Lewis, Director of Parks, Recreation & Waterfront, to execute the contract amendment and any related documented necessary or convenient to carry out the project, subject to review by the City Attorney's Office. 2. To approve and authorize the Chief Administrative Officer, or their designee, to affect the necessary budget amendments and transfer of \$25,000 in funds from the Stormwater (Fund 245) and Parks Special Projects Fund (Boathouse Improvements – Dredging) as outlined in the Budget attached Amendment Form.
Subject	4.7. CVOEO Fair Housing Month Sponsorship 2026 - REIB
Meeting	February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Consent Agenda
Department	Racial Equity, Inclusion, & Belonging (REIB)
Type	Action (Consent)
Recommended Action	move to approve the Director of the Racial Equity Inclusion and Belonging Office and the Chief Administrative Officer to issue a sponsorship grant in the amount of \$1,000 to CVOEO to support Fair Housing Month programming from the Community Celebrations GL
Subject	4.8. Acceptance and use of Congressionally Directed Spending for Post Building Fit-up - CEDO
Meeting	February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Consent Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action (Consent)
Recommended Action	1. To retroactively approve to receive federal grant funds in the amount of \$300,000 from Congressionally Directed Spending through the Byrne Discretionary Grant Program. 2. To approve a lease amendment to effectuate the transfer of \$300,000 with

Champlain Housing Trust or its subsidiary to assist in the fit-up of the commercial space at 782 South Winooski Avenue (also known as the Post Apartments).

3. To authorize the Chief Administrative Officer, or their designee, to make a \$300,000 budget adjustment to bring CDS grant funds into the FY26 budget

Subject **4.9. Tobacco License and Tobacco Substitute Endorsement Renewals (2026-2027): see attached list**

Meeting February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 4. Consent Agenda

Department Department of Finance and Administration

Type Action (Consent)

Recommended Action approve the 2026-2027 Tobacco License and Tobacco Substitute Endorsement Renewals as listed

Subject **4.10. FIO Documents**

Meeting February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 4. Consent Agenda

Department Department of Finance and Administration

Type Action (Consent)
Communication
Information

Recommended Action for information only

Subject **4.11. Resolution: Appointment Of Acting Ward Three Ward Clerk And Acting Inspectors Of Election For Wards Two, Three, And Eight For March 3rd, 2026 Annual City Election (Councilor Traverse)**

Meeting February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 4. Consent Agenda

Department Department of Finance and Administration

Type Action (Consent)
Resolution

Recommended Action waive the reading and adopt the resolution

5. Deliberative Agenda

Subject **5.1. Indoor Entertainment Permit Application (2026-2027): Venetian Soda Lounge, 266 Pine Street, Suite #122**

Meeting February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category	5. Deliberative Agenda
Department	Department of Finance and Administration
Type	Action
Recommended Action	approve the 2026-2027 Indoor Entertainment Permit Application for Venetian Soda Lounge, 266 Pine Street, Suite #122 with all standard conditions
Subject	5.2. Resolution: ICE Out Of Burlington (Full City Council)(30 mins.)
Meeting	February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Deliberative Agenda
Department	Council and Board
Type	Action Resolution
Recommended Action	waive the reading and adopt the resolution
Subject	5.3. Joint Committee to review Inclusionary Zoning recommendations - planBTV/CEDO (15 mins.)
Meeting	February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Deliberative Agenda
Department	Planning
Type	Action Communication
Recommended Action	accept the communication, place it on file, and refer any comments to the Joint Inclusionary Zoning Committee
Subject	5.4. Resolution: Advancing Tax Fairness (Councilors Schachter, Barlow, Bergman, Broderick, Carpenter, Kane, Litwin, McKnight, Neubieser, Singh and Traverse)(30 mins.)
Meeting	February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Deliberative Agenda
Department	Council and Board
Type	Action Resolution
Recommended Action	waive the reading and adopt the resolution
Subject	5.5. Authorization to Accept a Work of Public Art from the Abenaki Nation of Missisquoi Tribal Council - BCA **WAS AGENDA ITEM 4.4.**

Meeting	February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Deliberative Agenda
Department	City Arts
Type	Action
Recommended Action	to approve and authorize the Director of BCA to accept a public art donation as described in Attachment A, with a total value of \$20,000 from the Missisquoi Abenaki Nation; to facilitate site preparation up to a maximum amount of \$25,000; and to execute all necessary documents upon final review and approval by the City Attorney's Office

6. Committee Reports

Subject	6.1. Verbal reports
Meeting	February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Committee Reports
Department	Council and Board
Type	Information

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

Subject	7.1. Verbal reports
Meeting	February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. City Council - General City Affairs (to include Climate and Public Health & Safety Emergency Updates: up to 5 mins. per Councilor)
Department	Council and Board
Type	Information

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

Subject	8.1. Verbal reports
Meeting	February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. City Council President - Council Updates (up to 5 mins.)
Department	Council and Board
Type	Information

9. Adjournment

Subject	9.1. Motion to adjourn
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Meeting	February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	9. Adjournment
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adjourn

10. Informational and Non-Discrimination Statements

Subject	10.1. This agenda is available in alternative formats upon request. For more information on access, call Lori Olberg, Council and Licensing Coordinator (802-865-7136)(TTY 802-865-7142). Persons with disabilities who require assistance or special arrangements to participate are encouraged to contact 802-865-7000 (voice) or 802-865-7142 (TTY) at least 72 hours in advance so that proper arrangements can be made. This meeting will also air on Town Meeting TV the Wednesday after the meeting, starting at 8:00 pm and repeating at 1:00 am and 7:00 am the following day. The City of Burlington will not tolerate unlawful harassment or discrimination on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status or genetic information.
Meeting	February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	10. Informational and Non-Discrimination Statements
Department	Council and Board
Type	Information

CITY COUNCIL ACCOUNTABILITY LIST

This list is a working document. It is a record of resolutions, ordinances, communications that have come to the Council and there is an action requested.

Prepared by: Lori Olberg, Council and Licensing Coordinator

2/17/2026

	Meeting Date	Type of Document and Title	Action Requested	Updated Next Steps in the Process
1	7/24/2023	Resolution: The Climate Emergency and the Council Request to Count Vermont Air National Guard GHG Emissions and to Plan to Eliminate VTANG Aviation and Ground GHG Emissions in the Spirit of the City's 2030 Net Zero Goals	requests that the Vermont Air Force National Guard Adjutant General, beginning for the year 2023, calculate aviation and ground fuel usage at the VTANG base and to annually provide BTV Director and TEUC with a complete record of the calculated aviation and ground greenhouse gas emission; for VTANG to work collaboratively to draft a plan to adopt simulation and augmented reality training to substantially reduce or eliminate GHG with initial meeting on or before 12/31/23 and follow up at TUEC's March 2024 meeting	Initial meeting of the parties by 12/31/2023; UPDATE: parties met at March TEUC meeting
2	5/20/2024	Resolution: A Building Emissions Reduction Ordinance	referred to TEUC	TEUC refer any working draft BERO and any related ballot language to the Ordinance Committee no later than the last City Council meeting in October of 2024
3	9/23/2024	Resolution: The Establishment Of A Downtown Public Safety HUB	the Public Safety Committee shall engage the community on its vision for a public safety hub, and this engagement shall include consultation with interested community partners, including, but not limited to, Neighborhood Planning Assemblies, the DPW Commission, Board of Health, Director of Business and Workforce Development and Church Street Marketplace Commission, Burlington Police Department & Crisis Advocacy Intervention Programs (CAIP), Burlington Fire Department and its Critical Response Team (CRT), Howard Center Street Outreach Team, Burlington Community Justice Center, Burlington Business Association and the general business community	the Public Safety Committee shall report back on the process and input from the community to the City Council on or by January 21, 2025, including any specific options or recommendations for a public safety hub (e.g.) new or existing freestanding structures, existing storefront space, a mobile public safety hub, etc.); and BE IT FURTHER RESOLVED that after receiving this report from the Public Safety Committee, it is the stated intent of the full City Council to act on specific options or recommendations from the Public Safety Committee on or by March 10, 2025
4	1/27/2025	Resolution: Establishing A Violation Reporting Incentivization Pilot (VRIP)	referred to the Ordinance Committee, to report back to the City Council; CJC to report back to the City Council and Ordinance Committee	on or before March 24, 2025; by March 10, 2025 UPDATE: The note with the action should state that the attorney-client privilege was waived for this communication by the Ordinance Committee and approved for publication at our September 18, 2025 committee meeting and that the committee deliberated and decided to table the matter to an unspecified future date.
5	7/14/2025	Ordinance: An Amendment to Appendix D, Sections 2 and 5, Updating Parks Rules and Regulations	referred to to the Parks, Arts and Culture Committee	not-specified
6	8/25/2025	Resolution: Welcoming President Marlene Tromp, Re-affirming Our Longstanding Partnership With the University of Vermont, And Acknowledging Our Shared Commitment to Affordable, Safe, and High Quality Housing for Students	it was requested that the Mayor provide an update on the City and UVM's shared goals on housing, safety, and well-being	end of this calendar year
7	9/8/2025	Resolution: Consumer Choice And Disclosure For Fuel Purchases Made With Debit Cards	referred to the Ordinance Committee	not-specified
8	9/8/2025	Resolution: Consumer Choice And Disclosure Of Parking Terms & Rates In Privately Owned Lots	referred to the Ordinance Committee	not-specified
9	10/6/2025	Resolution: Financial Disclosure For Local Elected Officials	referred to the Ordinance Committee	not-specified
10	10/21/2025	Resolution: March 3, 2026 Annual City Meeting - Charter Change re: General Fund Tax Fairness (Referral to Charter Change Committee)	referred to the Charter Change Committee	12/1/2025
11	10/21/2025	Resolution: March 3, 2026 Annual City Meeting - Charter Change re: City Council Authority to Pledge Credit of the City (Referral to Charter Change Committee)	referred to the Charter Change Committee	12/1/2025
12	1/26/2026	Ordinance: CDO-planBTV Downtown Code Fences ZA-26-02	referred to the Ordinance Committee	not-specified



BURLINGTON CITY COUNCIL
REGULAR CITY COUNCIL MEETING AND PUBLIC INFORMATION HEARING ON
BALLOT QUESTIONS, CONTOIS AUDITORIUM, 149 CHURCH STREET, 2ND FLOOR
MINUTES OF MEETING
February 9, 2026

1. Agenda

1. Agenda

City Council President Traverse convened the meeting at 6:05 pm.

Members present: City Council President Traverse, Councilors Barlow, Bergman, Broderick, Carpenter, Litwin, Neubieser (arrived at 6:10 pm), Schachter and Singh (all in person); Councilors Grant, Kane and McKnight (all online)

Others present: Interim COS Alnasrawi, City Attorney Brown. Mayor Mulvaney-Stanak, Lori Olberg and CAO Schad (only for the executive session agenda item)

Subject	1.1. Motion to amend/adopt agenda
Meeting	February 9, 2026 - Regular City Council Meeting and Public Information Hearing on Ballot Questions - Monday, February 9, 2026, 6:00 PM, Regular City Council Meeting and Public Information Hearing on Ballot Questions, Contois Auditorium, 149 Church Street, 2nd Floor
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to amend/adopt agenda
1.1. Motion to amend/adopt agenda	
Motion made by Councilor Singh, seconded by Councilor Bergman, to adopt the agenda as presented. Motion passed unanimously.	

2. Executive Session (30 mins.)

2. Executive Session (30 mins.)

City Attorney Brown spoke to this agenda item.

Subject	2.1. Litigation Update
Meeting	February 9, 2026 - Regular City Council Meeting and Public Information Hearing on Ballot Questions - Monday, February 9, 2026, 6:00 PM, Regular City Council Meeting and Public Information Hearing on Ballot Questions, Contois Auditorium, 149 Church Street, 2nd Floor

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

2.1. Litigation Update

Motion 1: made by Councilor Singh, seconded by Councilor Bergman

Motion 2: made by Councilor Singh, seconded by Councilor Bergman

Executive Session began at 6:08 pm.

Executive Session ended at 6:35 pm.

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

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

City Council President Traverse opened the Public Forum at 6:38 pm.

City Council President Traverse closed the Public Forum at 7:04 pm.

Subject	3.1. Verbal Comments
Meeting	February 9, 2026 - Regular City Council Meeting and Public Information Hearing on Ballot Questions - Monday, February 9, 2026, 6:00 PM, Regular City Council Meeting and Public Information Hearing on Ballot Questions, Contois Auditorium, 149 Church Street, 2nd Floor
Category	3. Public Forum: Time Certain: 6:30 pm **See above for signup instructions**
Department	Council and Board
Type	Action Procedural
Recommended Action	open Public Forum close Public Forum

3.1. Verbal Comments

BTV residents (in person):

Alison Segar: Language Justice

Scott Lowe: #4, #5.13 amd #6.2

Category 5. Consent Agenda

Department Department of Finance and Administration

Type Action (Consent)
Communication
Information

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

5.2. Accountability List - DFA

Subject 5.3. January 26, 2026 Regular City Council Meeting Minutes - DFA

Meeting February 9, 2026 - Regular City Council Meeting and Public Information Hearing on Ballot Questions - Monday, February 9, 2026, 6:00 PM, Regular City Council Meeting and Public Information Hearing on Ballot Questions, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department Department of Finance and Administration

Type Action (Consent)
Information
Minutes

Recommended Action approve the minutes

5.3. January 26, 2026 Regular City Council Meeting Minutes - DFA

Subject 5.4. Communication: James Marc Leas, re: Remarks to City Council on January 26, 2026

Meeting February 9, 2026 - Regular City Council Meeting and Public Information Hearing on Ballot Questions - Monday, February 9, 2026, 6:00 PM, Regular City Council Meeting and Public Information Hearing on Ballot Questions, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department Department of Finance and Administration

Type Action (Consent)
Communication

Recommended Action waive the reading and place the communication on file

5.4. Communication: James Marc Leas, re: Remarks to City Council on January 26, 2026

Subject 5.5. Communication: Michael Long, re: AFC Ballot Item

Meeting February 9, 2026 - Regular City Council Meeting and Public Information Hearing on Ballot Questions - Monday, February 9, 2026, 6:00 PM, Regular City Council

Meeting and Public Information Hearing on Ballot Questions, Contois Auditorium,
149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department Department of Finance and Administration

Type Action (Consent)
Communication

Recommended Action waive the reading and place the communication on file

5.5. Communication: Michael Long, re: AFC Ballot Item

Subject 5.6. Communication: Selena Kunkel, re: Apartheid Free Community Statement

Meeting February 9, 2026 - Regular City Council Meeting and Public Information Hearing on Ballot Questions - Monday, February 9, 2026, 6:00 PM, Regular City Council Meeting and Public Information Hearing on Ballot Questions, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department Department of Finance and Administration

Type Action (Consent)
Communication

Recommended Action waive the reading and place the communication on file

5.6. Communication: Selena Kunkel, re: Apartheid Free Community Statement

Subject 5.7. Communication: Jonathan Chapple-Sokol, re: Open Letter to Educational Leadership concerning the work of the Redistricting Task Force

Meeting February 9, 2026 - Regular City Council Meeting and Public Information Hearing on Ballot Questions - Monday, February 9, 2026, 6:00 PM, Regular City Council Meeting and Public Information Hearing on Ballot Questions, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department Department of Finance and Administration

Type Communication
Action (Consent)

Recommended Action waive the reading and place the communication on file

5.7. Communication: Jonathan Chapple-Sokol, re: Open Letter to Educational Leadership concerning the work of the Redistricting Task Force

Subject **5.8. Communication: Leila Hillman, re: Apartheid Free...**

Meeting February 9, 2026 - Regular City Council Meeting and Public Information Hearing on Ballot Questions - Monday, February 9, 2026, 6:00 PM, Regular City Council Meeting and Public Information Hearing on Ballot Questions, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department Department of Finance and Administration

Type Action (Consent)
Communication

Recommended Action waive the reading and place the communication on file

5.8. Communication: Leila Hillman, re: Apartheid Free...

Subject **5.9. Communication: Mousa Ishaq and Kristin Peterson, Burlington-Bethlehem-Arad Sister City Program, re: AFC Resolution**

Meeting February 9, 2026 - Regular City Council Meeting and Public Information Hearing on Ballot Questions - Monday, February 9, 2026, 6:00 PM, Regular City Council Meeting and Public Information Hearing on Ballot Questions, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department Department of Finance and Administration

Type Action (Consent)
Communication

Recommended Action waive the reading and place the communication on file

5.9. Communication: Mousa Ishaq and Kristin Peterson, Burlington-Bethlehem-Arad Sister City Program, re: AFC Resolution

Subject **5.10. Communication: R. Marcus West, re: various letters to various leadership regarding various topics**

Meeting February 9, 2026 - Regular City Council Meeting and Public Information Hearing on Ballot Questions - Monday, February 9, 2026, 6:00 PM, Regular City Council Meeting and Public Information Hearing on Ballot Questions, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department Department of Finance and Administration

Type Action (Consent)
Communication

Recommended Action waive the reading and place the communication on file

5.10. Communication: R. Marcus West, re: various letters to various leadership regarding various topics

Subject **5.11. Communication: Paul Fleckenstein, re: Comments on "Community Dialogue" Resolution 1/26/26**

Meeting February 9, 2026 - Regular City Council Meeting and Public Information Hearing on Ballot Questions - Monday, February 9, 2026, 6:00 PM, Regular City Council Meeting and Public Information Hearing on Ballot Questions, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department Department of Finance and Administration

Type Action (Consent)
Communication

Recommended Action waive the reading and place the communication on file

5.11. Communication: Paul Fleckenstein, re: Comments on "Community Dialogue" Resolution 1/26/26

Subject **5.12. Communication: Beth Royer, Chittenden County Clerk, re: Adopted FY 27 Chittenden County Budget**

Meeting February 9, 2026 - Regular City Council Meeting and Public Information Hearing on Ballot Questions - Monday, February 9, 2026, 6:00 PM, Regular City Council Meeting and Public Information Hearing on Ballot Questions, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department Department of Finance and Administration

Type Communication
Action (Consent)

Recommended Action waive the reading and place the communication on file

5.12. Communication: Beth Royer, Chittenden County Clerk, re: Adopted FY 27 Chittenden County Budget

Subject **5.13. Harlem Knights Meets Roaring Twenties - REIB**

Meeting February 9, 2026 - Regular City Council Meeting and Public Information Hearing on Ballot Questions - Monday, February 9, 2026, 6:00 PM, Regular City Council Meeting and Public Information Hearing on Ballot Questions, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. 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 \$2,000 to Hip Hop For Flood Relief to support the Harlem Knights Meets the Roaring Twenties event from the Community Celebrations GL

5.13. Harlem Knights Meets Roaring Twenties - REIB

Subject 5.14. FIO Documents

Meeting February 9, 2026 - Regular City Council Meeting and Public Information Hearing on Ballot Questions - Monday, February 9, 2026, 6:00 PM, Regular City Council Meeting and Public Information Hearing on Ballot Questions, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department Department of Finance and Administration

Type Action (Consent)
Communication
Information

Recommended Action for information only

5.14. FIO Documents

Subject 5.15. Resolution: Authorization For Burlington Electric Department Revenue Bonds For Net Zero Energy & Grid Reliability Projects (Board of Finance)

Meeting February 9, 2026 - Regular City Council Meeting and Public Information Hearing on Ballot Questions - Monday, February 9, 2026, 6:00 PM, Regular City Council Meeting and Public Information Hearing on Ballot Questions, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department Burlington Electric Department

Type Action (Consent)
Resolution

Recommended Action waive the reading and adopt the resolution

5.15. Resolution: Authorization For Burlington Electric Department Revenue Bonds For Net Zero Energy & Grid Reliability Projects (Board of Finance)

6. Deliberative Agenda

6. Deliberative Agenda

Subject 6.1. Resolution: Appreciation For Crossing Guards (Councilors Barlow, Bergman, McKnight, Broderick) (10 mins.)

Meeting February 9, 2026 - Regular City Council Meeting and Public Information Hearing on Ballot Questions - Monday, February 9, 2026, 6:00 PM, Regular City Council

Meeting and Public Information Hearing on Ballot Questions, Contois Auditorium,
149 Church Street, 2nd Floor

Category 6. Deliberative Agenda

Department Council and Board

Type Action
Resolution

Recommended Action waive the reading and adopt the resolution

6.1. Resolution: Appreciation For Crossing Guards (Councilors Barlow, Bergman, McKnight, Broderick) (10 mins.)

DPW Director Spencer and Crossing Guard Jay Catalano spoke to this agenda item.

Motion made by Councilor Barlow, seconded by Councilor Broderick, to waive the reading and adopt the resolution. Councilor Barlow read the resolution into the record.

Motion passed unanimously.

Subject 6.2. Public Information Hearing on Ballot Questions Regarding March 3, 2026 Annual City Election

Meeting February 9, 2026 - Regular City Council Meeting and Public Information Hearing on Ballot Questions - Monday, February 9, 2026, 6:00 PM, Regular City Council Meeting and Public Information Hearing on Ballot Questions, Contois Auditorium, 149 Church Street, 2nd Floor

Category 6. Deliberative Agenda

Department Department of Finance and Administration

Type Action
Public Hearing

Recommended Action open Public Hearing
close Public Hearing

6.2. Public Information Hearing on Ballot Questions Regarding March 3, 2026 Annual City Election

City Council President Traverse opened the hearing at 7:30 pm.

City Council President Traverse closed the hearing at 7:31 pm.

No one spoke.

Subject 6.3. Fletcher Free Library Strategic Directions 2025-2028 (25 mins.)

Meeting February 9, 2026 - Regular City Council Meeting and Public Information Hearing on Ballot Questions - Monday, February 9, 2026, 6:00 PM, Regular City Council Meeting and Public Information Hearing on Ballot Questions, Contois Auditorium, 149 Church Street, 2nd Floor

Category 6. Deliberative Agenda

Department Fletcher Free Library

Type	Information Presentation
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6.3. Fletcher Free Library Strategic Directions 2025-2028 (25 mins.)
Fletcher Free Library Director Danko spoke to this agenda item.

7. Committee Reports

7. Committee Reports

Subject	7.1. Verbal reports
Meeting	February 9, 2026 - Regular City Council Meeting and Public Information Hearing on Ballot Questions - Monday, February 9, 2026, 6:00 PM, Regular City Council Meeting and Public Information Hearing on Ballot Questions, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Committee Reports
Department	Council and Board
Type	Information

7.1. Verbal reports

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

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

Subject	8.1. Verbal reports
Meeting	February 9, 2026 - Regular City Council Meeting and Public Information Hearing on Ballot Questions - Monday, February 9, 2026, 6:00 PM, Regular City Council Meeting and Public Information Hearing on Ballot Questions, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. City Council - General City Affairs (to include Climate and Public Health & Safety Emergency Updates: up to 5 mins. per Councilor)
Department	Council and Board
Type	Information

8.1. Verbal reports

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

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

Subject	9.1. Verbal reports
Meeting	February 9, 2026 - Regular City Council Meeting and Public Information Hearing on Ballot Questions - Monday, February 9, 2026, 6:00 PM, Regular City Council Meeting and Public Information Hearing on Ballot Questions, Contois Auditorium, 149 Church Street, 2nd Floor

Category	9. City Council President - Council Updates (up to 5 mins.)
Department	Council and Board
Type	Information

9.1. Verbal reports

10. Adjournment

10. Adjournment

Subject	10.1. Motion to adjourn
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Meeting	February 9, 2026 - Regular City Council Meeting and Public Information Hearing on Ballot Questions - Monday, February 9, 2026, 6:00 PM, Regular City Council Meeting and Public Information Hearing on Ballot Questions, Contois Auditorium, 149 Church Street, 2nd Floor
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Category	10. Adjournment
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Department	Council and Board
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Type	Action Procedural
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Recommended Action	Motion to adjourn
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10.1. Motion to adjourn

City Council President Traverse adjourned the meeting at 8:01 pm.

11. Informational and Non-Discrimination Statements

11. Informational and Non-Discrimination Statements

Subject	11.1. This agenda is available in alternative formats upon request. For more information on access, call Lori Olberg, Council and Licensing Coordinator (802-865-7136)(TTY 802-865-7142). Persons with disabilities who require assistance or special arrangements to participate are encouraged to contact 802-865-7000 (voice) or 802-865-7142 (TTY) at least 72 hours in advance so that proper arrangements can be made. This meeting will also air on Town Meeting TV the Wednesday after the meeting, starting at 8:00 pm and repeating at 1:00 am and 7:00 am the following day. The City of Burlington will not tolerate unlawful harassment or discrimination on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status or genetic information.
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Meeting	February 9, 2026 - Regular City Council Meeting and Public Information Hearing on Ballot Questions - Monday, February 9, 2026, 6:00 PM, Regular City Council Meeting and Public Information Hearing on Ballot Questions, Contois Auditorium, 149 Church Street, 2nd Floor
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Category	11. Informational and Non-Discrimination Statements
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Department	Council and Board
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Type

Information

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

BURLINGTON CITY ARTS

MEMORANDUM

TO: City of Burlington, City Council

FROM: Doreen Kraft, Director, Burlington City Arts

CC: Kelli Perkins, Director, Office of Racial Equity, Inclusion, and Belonging
Sophie Sauvé, Parks Planning Division Director, Burlington Parks
Recreation and Waterfront
Colin Storrs, Public Art and Grants Program Manager, Burlington City Arts

DATE: 2/17/26

SUBJECT: Authorization to Accept a Work of Public Art from the Abenaki Nation of Missisquoi Tribal Council.

REQUEST

Burlington City Arts (BCA) requests City Council authorization to accept the donation of a work of Public Art from the Abenaki Nation of Missisquoi Tribal Council, and for the Director of BCA, their assignee, or their successor to execute all documents necessary to accept the gift, subject to final review and approval by the City Attorney's Office and Chief Administrative Officer.

EXECUTIVE SUMMARY

Background:

In 1984, Peter Wolf Toth approached the City of Burlington and proposed to complete a sculpture as part of his Whispering Giant series, where he carved Indigenous figures in each of the 50 states to honor oppressed peoples. Having fled the Soviet occupation of Hungary, he identified with their struggles. In 1987, he completed what would later be known as Chief Greylock in Battery Park. The work was named and embraced by the Abenaki community but was neither created by nor representative of the Indigenous people of Vermont.

After 40 years of exposure to the elements, the sculpture had sustained significant degradation. In 2019, the 6–8-foot-tall feather atop the statue was deemed a hazard and fell after being fenced off for public safety. In the fall of 2024, Burlington City Arts (BCA) commissioned Tree Works to conduct a condition assessment, which concluded that the entire sculpture was a public safety risk and recommended removal. Subsequently, and in

accordance with the Art in Public Places Policy, BCA consulted the City Attorney's Office to confirm appropriate next steps.

Prior to the City informing Chief Brenda Gagne of the need to remove the existing Chief Greylock sculpture, the Abenaki Nation of Missisquoi—using funds allocated under City Council Resolution 6.01 (formerly 6.05), adopted on March 21, 2022—had commissioned artist Brandon Wilson of Mountainside Sculpture & Design (Jay, VT) to create a large-scale public artwork. At the time of commissioning, a permanent installation site for the work had not yet been secured.

While several potential locations had been explored with community partners, the planned removal of the existing sculpture created an opportunity for the Abenaki Nation of Missisquoi to propose donating the commissioned work to the City as a replacement on the existing foundation. In response, Burlington City Arts initiated the Public Art Gift process in accordance with the City's Art in Public Places Policy, ensuring that City Council would serve as the final decision-making body regarding acceptance of the donated work.

As part of the public art donation process, BPRW Director at the time, Cindi Wight expressed her approval for the project from the perspective that the donation would align with the Battery Park's function and plan. As it was to be a replacement of an existing work of art, it met the BPRW Department's criteria for acceptance.

The Public Art Committee, a subcommittee of the BCA Board of Advisors, reviewed the work and made a motion to recommend the acceptance of the gift to the BCA Board of Advisors during their March 13, 2025 public meeting. The committee was provided with contextual information regarding the City's Art in Public Places Policy and City Council Resolution 6.01 and were advised that their role was not to determine City policy direction, but rather to evaluate the proposal within the existing Art in Public Places policy framework.

A preliminary assessment by an accredited engineer indicates that the existing foundation appears to be capable of safely supporting a new sculpture, pending further evaluation. If acceptance is provided, an engineer will be commissioned to finalize any adjustments necessary to accommodate the installation of the new work.

Project Funding:

The total project budget is \$25,000 for the foundation evaluation, materials required, and support of the necessary construction work. All City related costs will be covered by the Public Art Commissioning Fund (807-27-700.9500_100-Capital Outlay Construction).

The value of the donated work is \$20,000, which is the commission fee paid to the artist.

The City's estimating a maximum project budget of \$25,000 to support project-related costs associated with the acceptance and installation of the donated artwork. This maximum authorization accounts for potential contingencies should an engineering review identify hidden deficiencies or structural failures in the existing foundation that require substantial reconstruction.

Maintenance

The work will be incorporated into the City's Art in Public Places program and maintained using funds from the 1% for Public Art fund. The City will include in their donation agreement, a clause that allows for an accelerated deaccession process—to reflect the realities of displaying a wooden sculpture in an outdoor environment. While the work is expected to remain in place for an extended period of time, this adjustment ensures a more responsive long-term maintenance strategy and more efficient removal and replacement process if the condition warrants it.

Department Contact:

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

ATTACHMENT

- A. Gift Summary
- B. Public Art Committee Recommendation to Approve and Accept Gift Date March 13 2025
- C. BCA Board of Advisors Recommendation to Approve and Accept Gift Date March 18 2025

MOTION

Burlington City Arts (BCA) respectfully requests City Council approve the following motion:

"To approve and authorize the Director of BCA to accept a public art donation as described in Attachment A, with a total value of \$20,000 from the Missisquoi Abenaki Nation; to facilitate site preparation up to a maximum amount of \$25,000; and to execute all necessary documents upon final review and approval by the City Attorney's Office."

Abenaki Public Art Donation: Gift Summery



TO: City of Burlington, City Council

FROM: Doreen Kraft, Director, Burlington City Arts

CC: Kelli Perkins, Director, Office of Racial Equity, Inclusion, and Belonging
Sophie Sauvé, Parks Planning Division Director, Burlington Parks Recreation and Waterfront
Colin Storrs, Public Art and Grants Program Manager, Burlington City Arts

DATE: 2/17/26

SUBJECT: Donation Summery of a Public Art Gift from the Abenaki Nation of Missisquoi Tribal Council to The City of Burlington

Summary:

In 1894, Peter Wolf Toth approached the City of Burlington and proposed to complete a sculpture as part of his *Whispering Giant* series, where he carved Indigenous figures in each of the 50 states to honor oppressed peoples. Having fled the Soviet occupation of Hungary, he identified with their struggles. In 1987, he completed what would later be known as *Chief Greylock* in Battery Park. The work was named and embraced by the Abenaki community but was neither created by nor representative of the Indigenous people of Vermont.

After 40 years of exposure to the elements, the sculpture has sustained significant degradation. In 2019, the 6–8-foot-tall feather atop the statue was deemed a hazard and fell after being fenced off for public safety. In the fall of 2024, Burlington City Arts (BCA) commissioned Tree Works to conduct a condition assessment, which concluded that the entire sculpture was a public safety risk and recommended removal.

Recognizing the cultural significance and high visibility of the site, the Abenaki Nation of Missisquoi request that the City consider accepting and installing a work of public art with a comparable visual presence in this prominent public space. The Nation had previously commissioned artist Brandon Wilson of Mountainside Sculpture & Design (Jay, VT) to create a public artwork, though no permanent installation site had been finalized at the time.

After exploring various potential locations with community partners, and following discussions between the City, Council representatives, and Chief Brenda Gagne regarding the removal of Chief Greylock, the Abenaki Nation of Missisquoi propose donating the commissioned work for installation on the existing foundation in Battery Park. Burlington City Arts subsequently initiated the Public Art Gift process in accordance with the City's Art in Public Places Policy.

Gift Value:

The value of the artwork is **\$20,000**, which includes all payments made to the artist for fabrication and delivery. Installation and any necessary foundation updates will be the City's

responsibility. The City will use 807 Public Art Funds for foundation requirements and installation costs associated with the project, if available the project may also utilize funds allocated by BPRW for Battery Park renovations.

Material:

The artist has provided in-progress images of the work (attached at the end of this document). The final piece will feature a lower section that includes a wildlife totem on one side, an Abenaki figure on the other, and a top section that is an eagle carving. The lower section will stand 11 feet above the foundation, with a too-be-attached eagle sculpture increasing the total height to 16 ½ feet. The sculpture is made of Red Oak with carved and painted sections.

Site Plan:

The project will utilize the existing foundation from *Chief Greylock* with necessary modifications. The location is in the northern section of Battery Park, intentionally positioned so that viewers at the base of the sculpture can look through the bandstand toward Odzihozo, a rock formation of significant importance to the Abenaki community.

City Department Support:

Cindi Wight, former Director of BPRW, has supplied letters of support.

Construction Documents:

Construction documents will be prepared following City Council Acceptance. A preliminary assessment by an accredited engineer indicates that the existing foundation appears to be capable of safely supporting a new sculpture, pending further evaluation.

An engineer will assess the optimal modification needed to the existing foundation and the base of the donated work to safety and securing accommodate the new piece. The new artwork is intended to be secured to the foundation with the existing metal rod support system (similar to the original installation) with final details determined after the engineering assessment.

If acceptance is provided, an engineer will be commissioned to finalize any adjustments necessary to accommodate the installation of the new work.

Recommended Maintenance Plan:

The work will be incorporated into the City's Art in Public Places program and maintained using funds from the 1% for Public Art fund. The City will include in their donation agreement, a clause that allows for an accelerated deaccession process to reflect the realities of displaying a wooden sculpture in an outdoor environment. While the work is expected to remain in place for an extended period of time, this adjustment ensures a more responsive long-term maintenance strategy and more efficient removal and replacement process if the condition warrants it.

Red Oak is one of the more stable woods for outdoor sculpture. However, to ensure longevity, the artist recommends power washing the sculpture and applying log-based oil (*Cabot Timber Oil – Natural*) generously with a paint sprayer every two years. The estimated cost for this maintenance, if performed by an external vendor, is \$2,000–\$3,000 every two years. This expense will be budgeted into the Public Art Maintenance Fund.

Attachments:

- Images of the proposed sculpture
- Site plan of Battery Park
- Statement of support from BPRW

Image #1: Side 1



Image #2: Side 2



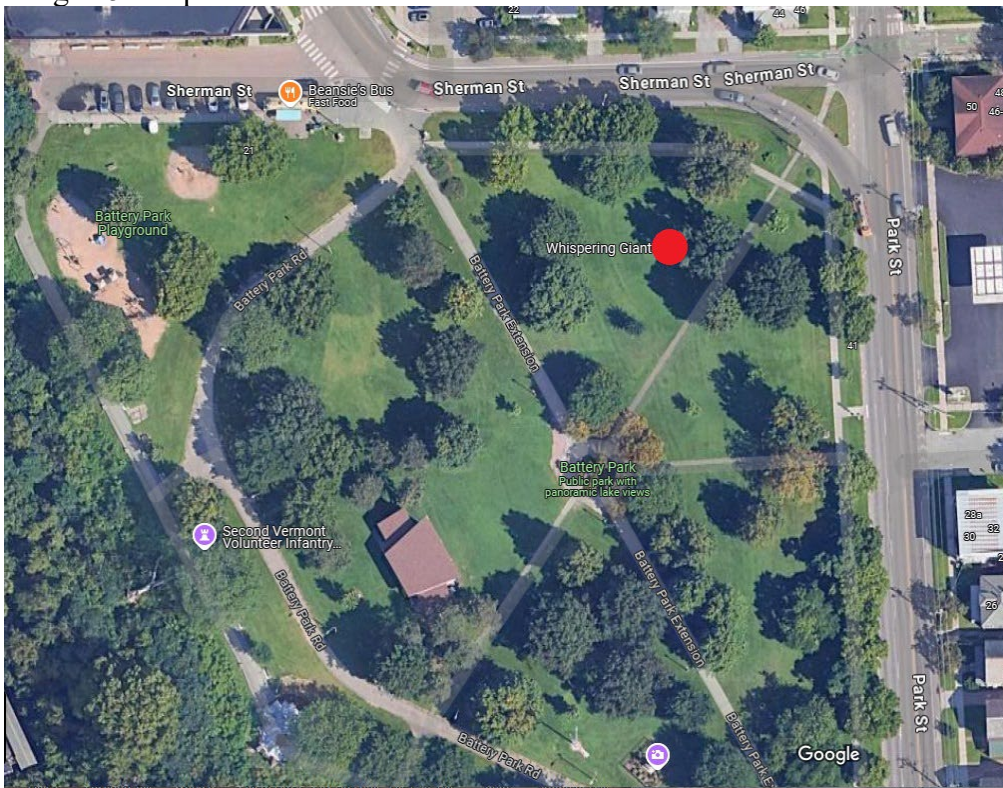
Image #3: Cap piece



Image #4: Location



Image #5: Map





March 10, 2025

To whom it may concern:

Burlington Parks, Recreation & Waterfront (BPRW) supports the addition of murals on the home and visitor dugouts at the Calahan Park Little League field, ensuring the art represents the diversity of users participating in baseball now and in the future.

In addition, BPRW supports the replacement of Chief Greylock at Battery Park as proposed.

Sincerely,

A handwritten signature in black ink that reads 'C. Wight'.

Cindi Wight
BPRW Director



To: Burlington City Arts - Doreen Kraft, Executive Director

From: Burlington City Arts - Public Art Committee

Date: 3.13.25

Re: Artwork Gift - Recommendation to Approve and Accept

Dear Doreen:

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

On March 13 2025, the Public Art Committee of the BCA Board of Advisors (the "Committee") met to discuss, among other things, the proposed gift of Artwork to replace the current Chief Greylock work in Battery Park described in Exhibit A attached hereto (the "Gift"). Based on the information presented to the Committee, the Committee agreed that the Gift meets the criteria for Selecting Artists and Artwork as outlined in Section V of the Guidelines. Accordingly, the Committee voted to recommend the approval and acceptance of the Gift pursuant to Section VI.B.2 of the Guidelines.

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

Sincerely,

Burlington City Arts Board of Advisors

A handwritten signature in black ink, appearing to read "Livia DeMarchis", is written over the typed name.

Livia DeMarchis, Public Art Committee

To: Doreen Kraft, Executive Director

From: Burlington City Arts Board of Advisors

Date: March 18, 2025

Re: Gift Acceptance – Public Art Gift to the City by the Abenaki Nation of Missisquoi

Dear Doreen:

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

Pursuant to Sections VI.B.2 and VI.B.3 of the Guidelines, the BCA Board of Advisors (the “Board”) hereby certifies its approval of the Acceptance of the Public Art Gift to the City by the Abenaki Nation of Missisquoi (the “Gift”). The Board’s decision to approve the Gift is based on the City’s commitment to encourage equitable and empowering partnerships with leadership and citizens of the Vermont Abenaki Community and ensuring their continued representation in the City’s Public Art program is important. The Board also as reviewed considerations, including, among other things, its inherent artistic quality, its planned design and materials, its durability and ability to be maintained, its accessibility by the public, and its environmental impact and believes it that the proposed Gift fulfills the goals of the Art in Public Places Program. Finally, having considered the recommendations of the Public Art Administrator and the Public Art Committee, the Board has concluded that the Gift is fitting and appropriate to the Project’s function and location.

In light of the above, the Board believes it to be in the best interests of the City and the Art in Public Places Program to initiate a gift agreement with the Abenaki Nation of Missisquoi for the proposed gift in accordance with Sections VI.B.2 and VI.B.3 of the Guidelines.

Sincerely,

Lori Rowe

Burlington City Arts Board of Advisors

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: City Arts Submitter: Colin Storrs
Title/Subject: Authorization to Accept a Work of Public Art from the Abenaki Nation of Missisquoi Tribal Council

Approval Requested:

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

Meeting Date:

Click or tap to enter a date.
2/17/2026
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	2/5/2026	Doreen Kraft
Mayor's Office	Yes	2/10/2026	Kara Alnasrawi
Board/Commission	Yes	3/18/2025	BCA Board of Advisors
City Attorney's Office for memo and contracts or legal documents	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	2/6/2026	Emmett Wood
CAO for budget, financing, and memo	Yes	2/5/2026	Katherine Schad
Human Resources, if personnel action or policy	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	N/A	Click or tap to enter a date.	Click or tap here to enter text.

CITY OF BURLINGTON

Department of Finance and Administration

MEMORANDUM

TO: Board of Finance and City Council
FROM: Brad Kukenberger, Director of Finance
CC: Katherine Schad, Chief Administrative Officer
DATE: February 9, 2026
RE: Request for Job Description Updates and Position Reclassifications
Department of Finance and Administration

INTRODUCTION

We are writing to request your approval for critical updates to job descriptions and reclassifications for six positions within the Department of Finance and Administration (DFA). These changes are essential to properly recognize the expanded scope, complexity, and professional-level responsibilities that have evolved in these roles, particularly following the creation of centralized accounting and financial operations through the ModernGov Initiative.

While it is not always expected that ModernGov initiatives and mergers will result in reorganizations and reclassifications, in some instances this may be necessary. We did not have specific numbers to include in the FY26 budget at the time, but for future ModernGov efforts we will include a budget salary line estimate for any modest reclassifications needed.

To provide important context: the ModernGov Initiative reduced 4.5 finance/accounting positions, achieving annual savings of \$458,726. The reclassification costs outlined in this memorandum represent a fraction of those savings while ensuring staff are fairly compensated for their expanded responsibilities. This ensures ongoing savings as a result of ModernGov.

As detailed in the Mayor's FY26 Budget memorandum, the ModernGov Initiative represents a multi-year effort to right-size and modernize our city government. The creation of DFA merged the Clerk Treasurer, Innovation & Technology, Human Resources, and Assessor's Office into a unified department to centralize core city services essential to continuity of government operations. This reorganization has fundamentally changed the nature and scope of work for several finance positions and has also created additional administrative needs in the Clerk's Office, necessitating formal updates to job descriptions and adjustments to position allocations.

In addition to updating and reclassifying positions related to grants and finance, this request also includes changing the NPA Engagement Specialist position from part-time

30 hours per week to full-time 40 hours per week. The City has added tasks to the position that were not envisioned within the original 30 hour time frame (such as coordinating production of the City's annual report and other ongoing CT administrative reporting such as cross-training on licensing, taking minutes/roll for city council, etc.) that fit within her current job description but require more hours per week to complete.

PROCESS & REVIEW TIMELINE

The proposed changes result from a comprehensive job description review conducted by DFA leadership, examining how roles have evolved and comparing responsibilities against current AFSCME pay grade classifications and market standards.

July 1, 2025: ModernGov Initiative & FY26 Budget resolution take effect

August 2025: DFA Finance requested all employees to review current Job Descriptions and suggest edits

September/October 2025: Management Review of proposed changes. Request HR to review and recalculate paygrades for affected positions

October/November 2025: HR Review & Grading and AFSCME Union review of outcome

December 2025: Confirmed final Job Descriptions with affected staff

February 2026: Request BOF/City Council to approve reclassifications and required retroactive pay.

RATIONALE FOR CHANGES

The proposed reclassifications and position adjustments address several key factors:

- **Expanded Scope:** Positions now serve citywide rather than single departments, requiring broader knowledge and coordination
- **Increased Complexity:** Roles now involve policy development, compliance management, and system-wide financial controls rather than primarily transactional work
- **Leadership Responsibilities:** Certain positions now include team supervision, training responsibilities, and subject matter expertise
- **Professional Standards:** Enhanced positions require bachelor's degrees and significant experience, reflecting professional-level accounting and grants management work

These changes also help address retention concerns and internal equity. As we work to maintain a stable, effective workforce, it is critical that compensation reflects the actual work performed and the qualifications required.

POSITION-BY-POSITION SUMMARY

The following table summarizes the seven positions requesting reclassification or adjustment:

Position Title	Budgeted G/L	Current Status	Proposed Change	Annualized Budgetary Impact	Union Status
Accounting Assistant I – Accounts Payable	101-04-000	Grade 14	Grade 15	\$3,544.11	AFSCME
Lead Accounts Payable Analyst	101-04-000	Grade 14	Grade 16	\$3,258.11	AFSCME
Grants & Finance Specialist	101-04-000	Grade 16	Grade 18	\$4,041.23	AFSCME
Grants Associate & Philanthropy Advisor	101-04-000	Grade 15	Grade 16	\$4,035.62	AFSCME
Billing and Admin Accountant → Senior Accountant	101-04-000	Grade 17	Grade 18	\$4,759.46	AFSCME→Non-Union
NPA Public Engagement Specialist	101-04-000	30 hrs/wk	40 hrs/wk	\$14,308.32	AFSCME
DFA Subtotal (FY26 half-year):				\$16,973.43	
FY26 retroactive pay to July 1, 2025:				\$9,819.27	
FY26 Total Impact:				\$26,795.70	

Please note that the City makes every reasonable effort to not incur retroactive pay. In this case, employees needed to begin performing their new functions as of July 1 but it took a few months for the administrative work of changing job descriptions and getting this request to the BoF and CC.

FUNDING THIS PROPOSAL

The DFA, within the Clerk Treasurer's General Fund budget, has sufficient vacancy savings from turnover in the Comptroller and Chief Accountant positions to fund these reclassifications.

This approach aligns with the administration's commitment to fiscal sustainability while maintaining internal equity and competitive compensation for staff whose roles have fundamentally changed through the ModernGov reorganization. Because these vacancy savings are ongoing, this reclassification package does not require additional General Fund appropriations in FY26 or FY27.

CONCLUSION AND REQUEST

These proposed reclassifications and position adjustments represent important investments in our workforce and in the long-term sustainability of city government. As we work to modernize our operations through the ModernGov Initiative, we must ensure that employees whose roles have expanded significantly are compensated fairly for the work they now perform, and that we maintain adequate administrative capacity to support effective government operations.

We respectfully request that the Board of Finance and City Council approve:

- Updated job descriptions for all DFA positions as attached
- Pay grade reclassifications for DFA positions as detailed in this memorandum
- Hours increase for the NPA Public Engagement Specialist from 30 to 40 hours per week
- Authorization to implement changes effective January 27, 2026 (after city council review)
- Acknowledgment that these changes will be funded through existing vacancy savings within the DFA General Fund budget, requiring no additional appropriations

Motions

Board of Finance:

1. To approve and recommend that the City Council approve the following position reclassifications:
 - a. Reclassification of one (1) Accounting Assistant I – Accounts Payable, non-exempt, full-time, AFSCME position, grade 14, to grade 15;
 - b. Reclassification of one (1) Lead Accounts Payable Analyst, non-exempt, full-time, AFSCME position, grade 14, to grade 16;
 - c. Reclassification of one (1) Grants & Finance Specialist, non-exempt, full-time, AFSCME position, grade 16, to grade 18;
 - d. Reclassification of one (1) Grants Associate & Philanthropy Advisor, non-exempt, full-time, AFSCME position, grade 15, to grade 16;
 - e. Reclassification of one (1) Billing & Admin Accountant, non-exempt, full-time, AFSCME position, grade 17, to one (1) Sr. Accountant, exempt, full-/part-time, non-union position, grade 18; and
 - f. Reclassification of one (1) NPA Engagement Specialist, part-time, non-exempt, AFSCME position, grade 14, to a full-time position, grade 14.
2. To approve and recommend that the City Council authorize the Chief Administrative Officer to make such amendments to the FY26 Budget as may be necessary or

convenient to effectuate the foregoing staff reorganization, in substantial conformance with the information outlined in the staff report, for a total FY 26 impact of \$26,795.70.

City Council:

1. To approve the following position reclassifications:
 - a. Reclassification of one (1) Accounting Assistant I – Accounts Payable, non-exempt, full-time, AFSCME position, grade 14, to grade 15;
 - b. Reclassification of one (1) Lead Accounts Payable Analyst, non-exempt, full-time, AFSCME position, grade 14, to grade 16;
 - c. Reclassification of one (1) Grants & Finance Specialist, non-exempt, full-time, AFSCME position, grade 16, to grade 18;
 - d. Reclassification of one (1) Grants Associate & Philanthropy Advisor, non-exempt, full-time, AFSCME position, grade 15, to grade 16;
 - e. Reclassification of one (1) Billing & Admin Accountant, non-exempt, full-time, AFSCME position, grade 17, to one (1) Sr. Accountant, exempt, full-time, non-union position, grade 18; and
 - f. Reclassification of one (1) NPA Engagement Specialist, part-time, non-exempt, AFSCME position, grade 14, to a full-time position, grade 14.
2. To authorize the Chief Administrative Officer to make such amendments to the FY26 Budget as may be necessary or convenient to effectuate the foregoing staff reorganization, in substantial conformance with the information outlined in the staff report, for a total FY 26 impact of \$26,795.70.

Our DFA leadership teams are prepared to answer any questions you may have and provide additional detail as needed. Thank you for your consideration of this important request.

Attachments:

Updated job descriptions: Accounting Assistant I – Accounts Payable, Lead Accounts Payable Analyst, Grants & Finance Specialist, Grants Associate & Philanthropy Advisor, Billing and Admin Accountant, Senior Accountant

Org Chart showing requested changes

City of Burlington Job Description

Position Title: Accounting Assistant I – Accounts Payable

Department: Department of Finance and Administration

Reports to: Assistant Director of Finance

Pay Grade: 15

Job Code: 208

Exempt/Non-Exempt: Non-Exempt

Union: AFSCME

General Purpose: This position is primarily responsible for processing and monitoring payments throughout the city's automated Accounts Payable System (AP), including all internal reporting and ensuring compliance with policy & procedures and clearing cashed checks in the system.

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.)

- Prepare and maintain all Accounts Payable (AP) functions city-wide including but not limited to resolving vendor statement discrepancies.
- Adheres to AP internal controls; including but not limited to, purchase orders, invoice payment approval, W-9 verification for accuracy, etc.
- Assist in maintaining electronic files relating to AP.
- Collect, code and deposit receivables, Misc. Payments for Public Works, Equipment Maintenance, Recycling, and Misc. Departments as needed. Invoice and collect on any bad checks.
- Invoice through Miscellaneous Billing for Recycling monthly solid waste generation tax returns and yearly License renewals.
- Manage the AP email mailbox which includes sorting, distributing, answer and direct and help with all questions for all incoming messages.
- Manage various credit accounts for multiple city departments.
- Entry, coding and uploading of city purchasing card transactions on a weekly basis for various departments.
- Responsible for issuing and tracking some purchase orders for Public Works, BPRW, IT City Hall, and Cemetery.
- Provides training in the city's ERP System to various departments and new staff.

- Adheres to Accounts Payable internal controls; including but not limited to, purchase orders, invoice payment approval, W-9 verification for accuracy, etc.
- Assist in the preparation of audit schedules and testing by pulling invoices and backup as directed by supervisor for the year-end audit.
- Assesses, individually and as part of a team, and recommends to supervisor ways to reduce the city's purchasing costs.
- Performs other responsibilities in the absence of co-workers and during periods of high volume as directed.

Qualifications/Basic Job Requirements:

- High school diploma and three years relevant experience in accounting required. An Associate's Degree in Accounting or related field is preferred.
- Ability to operate in a Windows based operating environment using word-processing, spreadsheets and database software required.
- Must be consistent and demonstrate a high level of initiative in problem solving.
- Ability to work successfully in a fast paced environment and with minimal supervision required.
- Ability to organize, prioritize workflow and meet established deadlines required.
- Ability to analyze data with particular attention to detail required.
- Ability to communicate effectively both orally and in writing required.
- Ability to recognize AP software problems and to effectively communicate to Supervisor/IT department and/or vendor technical support.
- Must have a high level of enthusiasm to work within a team environment in a constantly changing organization.
- Must be able to listen to and appropriately react to a supervisor's constructive criticism and incorporate said criticism to improve employee performance.
- 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. Upon request for a reasonable accommodation, the City may be able to adjust or excuse one or more of these requirements, depending on the requirement, the essential function to which it relates, and the proposed accommodation.

☐ seeing

☐ ability to move distances

☐ lifting (specify)

Page 9 of 35

☐ color perception (red, green, amber)	within and between warehouses/offices	☐ <u>15</u> pounds
☒ hearing/listening	☒ climbing	☒ carrying (specify)
☐ clear speech	☐ ability to mount and dismount forklift/truck	☐ <u>15</u> pounds
☒ touching	☐ pushing/pulling	☐ driving (local/over the road)
☒ dexterity		
☒ hand		
☒ finger		
☐ reading - basic analysis/comprehension	☐ math skills - basic	☐ <u> </u>
☒ reading - complex	☒ math skills - complex	☒ judgment/decision making
☒ writing - basic	☒ clerical	
☐ writing - complex		
☐ shift work	☐ outside	☐ pressurized equipment
☒ works alone	☐ extreme heat	☐ moving objects
☒ works with others	☐ extreme cold	☐ high places
☒ verbal contact w/others	☐ noise	☐ fumes/odors
☒ face-to-face contact	☐ mechanical equipment	☐ hazardous materials
☒ inside	☐ electrical equipment	☒ dirt/dust

Supervision:

Directly Supervises: 0 Indirectly Supervises: 0

Disclaimer:

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

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

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

Created November 2015

City of Burlington Job Description

Position Title: Lead Accounts Payable Analyst

Department: Department of Finance and Administration

Reports to: Assistant Director of Finance

Pay Grade: 16

Job Code: 208

Exempt/Non-Exempt: Non-Exempt

Union: AFSCME

General Purpose: This position is primarily responsible for leading the Accounts Payable (AP) team, processing and monitoring payments throughout the city's automated accounts payable system, including all internal reporting and ensuring compliance with policy & procedures.

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.)

- Leads AP staff and training. Oversees the processing of all invoices and verification of transactions to ensure compliance, accuracy and timely payments to vendors and suppliers.
- Development and implementation of policies and procedures that enhance the effectiveness of the accounts payable function, fostering a culture of continuous improvement within the team to prevent errors and fraud in the accounts payable process. Maintain exceptional customer service externally & internally ensuring such requests receive timely responses.
- Handle complex vendor inquiries and disputes, including resolving billing errors and negotiating adjustments or refunds to ensure fair and accurate transactions.
- Prepare and analyze AP reports and metrics to assess performance and identify areas for improvement in the payment process.
- Vendor data management. W9 verification and vendor entry approvals.
- Prepare, review and execute ACH, EFT and Wire transfers for the City departments, Special Revenue Funds and Enterprise Funds verifying and ensuring fraud prevention.
- Reconcile accounts payable transactions with the general ledger balances, identifying discrepancies and resolving issues to ensure accuracy in financial statements.
- Reconcile bank accounts and balance sheet accounts.
- Prepare, review and process various journal entries for senior staff.
- Preparation of audit schedules and testing for annual audit.

- Preparation of annual 1099 reporting to the IRS and Unclaimed Property to the State of Vermont.
- Manages the record retention and retrieval program for AP records, including but not limited to: cataloging, maintaining records listing, and coordination of destruction of records, etc.
- Performs other responsibilities in the absence of colleagues and during periods of high volume as directed.

Qualifications/Basic Job Requirements:

- Bachelor's Degree and three (3) years' experience in Accounting or related field required. Additional experience may be substituted for a degree requirement on a two-for-one year basis.
- Ability to operate in a Windows based operating environment using word-processing, spreadsheets and database software required.
- Must be consistent and demonstrate a high level of initiative in problem solving.
- Ability to work successfully in a fast-paced environment and with minimal supervision required.
- Ability to organize, prioritize workflow and meet established deadlines required.
- Ability to analyze data with particular attention to detail required.
- Ability to communicate effectively both orally and in writing required.
- Ability to recognize AP software problems and to effectively communicate to Supervisor/IT department and/or vendor technical support.
- Must have a high level of enthusiasm to work within a team environment in a constantly changing organization.
- Must be able to listen to and appropriately react to a supervisor's constructive criticism and incorporate said criticism to improve employee performance.
- 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. Upon request for a reasonable accommodation, the City may be able to adjust or excuse one or more of these requirements, depending on the requirement, the essential function to which it relates, and the proposed accommodation.

☒ seeing
☐ color perception

☒ ability to move distances
within and between

☒ lifting (specify)
15 pounds

(red, green, amber)	warehouses/offices	☒ carrying (specify)
☒ hearing/listening	☒ climbing	☒ 15 pounds
☐ clear speech	☐ ability to mount and	☐ driving (local/over
☒ touching	☐ dismount forklift/truck	☐ the road)
☒ dexterity	☐ pushing/pulling	
☒ hand		
☒ finger		
☐ reading - basic	☐ math skills - basic	☒
analysis/comprehension		
☒ reading - complex	☒ math skills - complex	☒ judgment/decision
☒ writing - basic	☒ clerical	☐ making
☐ writing - complex		
☐ shift work	☐ outside	☐ pressurized equipment
☒ works alone	☐ extreme heat	☐ moving objects
☒ works with others	☐ extreme cold	☐ high places
☒ verbal contact w/others	☐ noise	☐ fumes/odors
☒ face-to-face contact	☐ mechanical equipment	☐ hazardous materials
☒ inside	☐ electrical equipment	☒ dirt/dust

Supervision:

Directly Supervises: 0 Indirectly Supervises: 0

Disclaimer:

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

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

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Created November 2015

City of Burlington Job Description

Position Title: Grants & Finance Specialist

Department: Department of Finance and Administration

Reports to: Grants Director

Pay Grade: 18

Job

Code: 202

Exempt/Non-Exempt:

Union: AFSCME

Remote Work Rating: Tier

General Purpose: The Grants & Finance Specialist provides senior level guidance and applies best practices for grant expenditures, grant reimbursements, financial documentation, and fiscal management of grant funds using the City's Enterprise Resource Planning (ERP) system or other internal and external system(s) as required. This position is responsible for ensuring timely and accurate reporting of grant financials by documenting and maintaining internal controls over federal and state grant awards, developing and implementing related policies and procedures, and training employees on these best practices. The Grants & Finance Specialist will work with departmental project/program managers to create and manage budgets, support them in monitoring and reconciling budgets, advise the use and tracking of multiple funding sources, and serve as the subject matter expert for fiscal management of federal grants.

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.)

- Responsible for timely and accurate federal, state and local financial reporting requirements and compliance
- Maintain awareness of current federal and state grant regulations
- Review terms and conditions of funding opportunities to advise the city before new grant applications are submitted, and for new or amended funding awards to advise the city before grant agreements are executed
- Organize and maintain a system containing all grant data and documentation needed for internal and external audits
- Prepare schedules to assure compliance with applicable laws and regulations under which grants were received.
- Direct proper accounting structure in the ERP system to ensure compliance with grant terms and conditions and ensure data is easily accessible and reportable.
- Assist departmental grant managers in creating grant budgets to allocate and

track their funds

- Coordinate and track receipt of reimbursements, and reconcile grant revenues, expenses, and accounts receivable balances for assigned grants and loans
- Coordinate receipt and entry of electronic and paper receipts for assigned grants and loans as needed
- Review payroll weekly to ensure correct organization sets and projects are selected as required
- Confirm accuracy of year-end and beginning-of-year grant balances and information in the ERP system.
- Ensure appropriate management and tracking of grants across fiscal years and life-to-date cycles, providing financial and budget related information, budgetary reviews, year-to-date and life-to-date reporting and other reporting as needed.
- Ensure appropriate management and tracking of assigned loans, maintaining the terms and conditions of each loan, timely receipt of loans receivable, tracking cost allocation and payment of long-term debt, and supporting collection of delinquent loans
- Perform specialized accounting functions for expense allocation across all assigned grants and loans, such as preparing and entering monthly journal entries to allocate benefits for grants
- Perform and/or supervise grant and loan accounting duties such as the preparation of journal entries, bank statement reconciliation, general ledger account reconciliation and billing.
- Ensure eligibility of all grant expenditures in compliance with each grantor's regulatory requirements.
- Prepare financial statements and reports as required and perform research and reporting as needed
- Evaluate issues, identify concerns, and advise departmental leadership on opportunities for efficiencies and improvements related to fiscal management of grants
- Collaborate with other accounting staff to ensure that all grant accounting issues are addressed and resolved in a timely fashion.
- Work with City Auditors to update and submit annual audit-related requirements.
- Advise departmental leadership and project managers to implement recommended corrective action to resolve any audit findings.
- Develop and maintain relevant city-wide best practices, policies, procedures, and technologies.
- Train staff on grants accounting policies and practices, as well as the effective use of the ERP.

Non-Essential Job Functions:

- Other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's Degree in Accounting or Business and five years of grant accounting required. Master's Degree is preferred. Additional experience may be substituted for a degree requirement on a two-for-one year basis.
- Experience with account reconciliation, project & grant billing and tracking.
- Must have a demonstrated ability to show great attention to detail.
- Proficiency with Excel and strong working knowledge of computer systems, including Word and electronic file management required.
- Ability to establish and maintain good relations with coworkers required.
- Previous municipal fiscal experience preferred.
- Ability to communicate effectively and work cooperatively with peers and management within and across departments.
- Ability to appropriately deal with stress such that it does not interfere with performance of job duties required.
- Ability to meet schedules and deadlines while working with minimal supervision.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.

Physical & Mental/Reasoning Requirements; Work Environment:

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

☒ seeing

☐ color perception

(red, green, amber)

☒ hearing/listening

☒ clear speech

☒ ability to
move distances
☐ lifting (specify)
within and
between
☐ pounds
warehouses/offices
☐ carrying
(specify)
☐ climbing
☐
pounds
☐ ability to mount
and ☐ driving
(local/over

Page 16 of 35

x touching

x dexterity

x hand

x finger

___ pushing/pulling

dismount forklift/truck
the road)

☐ reading - basic

☒ reading - complex

☐ writing - basic

☒ writing - complex

☐ shift work

☒ works alone

☒ works with others

☒ verbal contact w/others

☒ face-to-face contact

☒ inside

☐ math skills -

basic ☐ ☒

analysis/comprehension

☒ math skills - complex

☒
judgment/decision

☒ clerical

making

☐ outside

☐ pressurized equipment

☐ extreme heat

☐ moving

objects

☐ extreme cold

☐ high

places

☐ noise

☐ fumes/odors

☐ mechanical equipment

☐ hazardous

materials

☐ electrical

equipment

☒

dirt/dust

Supervision:

Directly Supervises:

Indirectly Supervises:

Disclaimer:

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

Approvals:

Department Head: _____

Date: _____

Human Resources: _____

Date: _____

Revised December 2019; July 2021; April 2024

City of Burlington Job Description

Position Title: Billing and Administrative Accountant, Technical Services

Department: Department of Public Works

Reports to: Division Director of Technical Services

Pay Grade: 17

Job Code: TBD

Exempt/Non-Exempt: Non-Exempt (Due to Union Status) **Union:** AFSCME

General Purpose: The Technical Services Billing and Administrative Accountant is responsible for overseeing and carrying out financial and administrative functions for the Public Works Department, Technical Services Division under the supervision of the Division Director Public Works-Technical Services. The Technical Services Billing and Administrative Accountant will manage division level financial and administrative operations including annual capital and operating budget preparation, capital project accounting and administration, grant financial management, grant reporting, respond to City and SEFA Audit questions, participate in the development and implementation of financial management procedures led by the Clerk Treasurer's Office, carry out compliance and training activities.

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.)

Team Lead Functions

- Assist the Division Director with adherence to proper accounting procedures performed by the Senior Engineers and their respective subordinate project managers
- Assist the Division Director with planning, arranging and delivering training opportunities for the Technical Services Team

General Accounting Functions

- For the Technical Services Division
 - Oversee general accounting duties including but not limited to the management, creation, review and approval of purchase orders, submitting invoices to accounts payable and preparing, verifying and processing journal entries while ensuring accurate coding and adequate documentation.
 - Monitor annual budget expenses lines, notifying budget managers and prepare budget amendments as necessary for the Clerk Treasurers Office review and processing.

- Responsible for reconciliation of revenue collections and ensures accurate entry, identify variances and processes corrections as needed.
- Prepare and review reports including, but not limited to, monthly budget reports, revenue tracking and accounts receivable. Investigate variances and ensure corrections are completed as appropriate.
- Calculate and submit Annual Draft Technical Services Force Account Markup for the review and approval of the Vermont Agency of Transportation Audit Division
- Make Force Account Billing Rate Adjustments within the Technical Service Team Billing System consistent with Vermont Agency of Transportation Audit Division Approved Force Account Markup Rate.
- Responsible for Capital Accounting
- Primary point of contact with Clerk Treasurers Office for Technical Services Division Finance Questions.
- Provide Intermediate level technical support and training to the Technical Services Division staff utilizing the City's financial software system.

Project Accounting & Financial Project Management Functions

- For capital and grant funded projects related to the Technical Service Division Budgets
 - Assist in developing and managing capital project budgets, capital project billing, and overall project general accounting that aligns with the City's policy, procedures and audit requirements and specifically:
 - Initializing projects and project budgets in the City's accounting system in collaboration with the Clerk/Treasurers Office.
 - Oversee and perform the same general accounting duties as listed above for capital and grant funded project in addition to verifying and submitting pay requisitions and miscellaneous billing, submitting reimbursement requests to grant, loan or bond escrow agencies, managing accounts receivable, and reconciling general ledger, project, and miscellaneous billing.
 - Collaborate with project managers to process and track invoices and reimbursements from various funding sources using City and Federal government accounting software.
 - Monitor the financial performance of project accounts.
 - For Technical Services Division Capital Projects that are eligible for impact fee reimbursement, manage the balance and planned expenditure of the impact fee budget.

Policy, Procedure and Compliance Function

- Lead Technical Services Division participation in the development and implementation of financial management policies and procedures, including the creation and maintenance of appropriate forms and templates in coordination with the Clerk Treasurers Office.
- Perform duties in a manner consistent with citywide project accounting procedures and policies, GAAP and GASB.
- Together with the Technical Services Division Director serve as the Divisions' lead supporting the Clerk Treasurers Office with the annual audit, the Schedule of Expenditures of Federal Awards (SEFA) audit, and other audits including but not limited to producing documentation and responding to auditor inquiries.
- Ensure compliance with financial grant and loan reimbursement procedures and

requirements for Federal, State and other funding sources.

- Manage time collection system including establishing new people in timekeeping systems, preparing and reviewing overhead/indirect rates, processing monthly internal and external billing and reimbursement, running regular timekeeping reports for the Technical Services Division Director and Management Team.
- Track success of divisions' financial key performance indicators and recommend strategies for improvement.
- Communicate and collaborate regularly on financial matters with officials at all levels within the City Administration and other City departments as well as external consultants and contractors.

Administrative Duties

- Administrative support for the Technical Services Division on various items including, but not limited to:
 - Serve in a leadership roles to ensure the City's purchasing policy is being followed and adhered to.
 - Ensure financial documentation of the Technical Services Division is filed and retained in an orderly manner, including organization by grant, project, funding, and fiscal year.
 - Assisting project managers with the release of requests for quotes, proposals or bid documents.
 - Assist in the packaging and preparation of Technical Service Division Agenda items for the Board of Finance and City Council consideration.
 - Assist Project Managers in uploading contract documentation to the City's Contract Management Software. Documents that normally include, Contracts, Contract Amendments, Union Deterrence, Livable Wage, and Insurance certifications.
 - Ensure Annual Livable Wage Certifications are current and on file for City Attorney's Office for review. Perform follow up with project managers that are delinquent to bring into compliance.
 - Collaborate and work cooperatively. Communicate regularly with officials at all levels within the City Administration; City Department; Consultants and Contractors.

Non-Essential Job Functions:

- Perform other duties as may be required.

Qualifications/Basic Job Requirements

- Bachelor's Degree in Accounting or related field with at least 3 years of relevant experience required. Additional experience may be substituted for a degree requirement on a two-for-one year basis.
- Minimum 2-years experience supervisory/leadership experience preferred.
- Must have a demonstrated ability to show great attention to detail.
- Must be consistent and accurate.
- Ability to work well under pressure and appropriately deal with stress.
- Ability to communicate effectively and work cooperatively with supervisor,

- subordinates and other departments.
- Ability to communicate effectively both orally and in writing with City management and departmental staff.
- Strong professional communication skills both oral and written required.
- Proficient in utilizing word processing and spreadsheet software required.
- Thorough knowledge of general accounting principles and practices required.
- Proficiency in financial accounting software preferred.
- Experience in billing and project tracking preferred.
- Experience or background in a municipal setting preferred.
- Must possess strong organizational skills.
- Ability to prioritize workflow, meet established deadlines and work under pressure.
- Ability to work independently and as part of a team.
- 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
	color perception (red, green, amber)		lifting (specify 30 pounds)
x	hearing/listening		carrying (specify 30 pounds)
x	clear speech		climbing
x	touching		driving
x	dexterity x hand x finger		ability to mount and dismount forklift
	reading – basic		pushing/pulling
x	reading – complex		shift work
	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

	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: __0__

Indirectly Supervises: _____

Disclaimer:

The above statements are intended to describe the general nature and level of work being performed by employees to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties and/or skills required of all personnel so classified Revised & Reclassified June, 2024

City of Burlington Job Description

Position Title: Senior Accountant

Department: Clerk/Treasurer

Reports to: Assistant Director of Finance or Comptroller

Pay Grade: 18

Job Code: 325

Exempt/Non-Exempt: Exempt

Union: Non-Union

Remote Work Rating: Tier 3

General Purpose: This position provides senior level accounting services in support of the City's central accounting function. The position requires advanced knowledge of accounting and Generally Accepted Accounting Principles (GAAP). This position ensures the integrity of accounting information by reviewing, recording and verifying general ledger account activity for all City Departments, except for the Burlington Electric Department (BED) & School. Responsible for senior level reconciliation of complex accounts and review of activity proposed by junior staff. Monitor and evaluate general ledger accounts for accuracy monthly. The position will assist in the development of strategies to improve performance & reporting. Position may also provide accounting services to several other major City Departments, including Enterprise Funds and Special Revenue Funds. This position is distinguished from other financial positions by the level of independent judgment and initiative required in planning, developing, training and implementing system changes that is needed to analyze data and provide accurate reporting.

In addition to the core purpose listed above, this position will also have a focus area either in banking & cash, capital projects, and/or grants management – as discussed with Employee's supervisor.

Essential Job Functions:

- Perform and/or oversee accounting duties such as the preparation of journal entries, bank statement reconciliation, and general ledger account reconciliation.
- Responsible for reconciliation of the City's more complex bank statements and General Ledger activity.
- Analyze financial information and prepare documentation and reports associated with reconciliations, departmental budgets and other data as needed.
- Leads staff on the monitoring and reconciliation of the City's balance sheet and income statement accounts.
- Reconcile sub-ledgers to appropriate general ledger accounts. Ensure accurate entry, identify variances and work with City staff to process corrections as needed.

- Trains appropriate staff in Clerk/Treasurer's Department and other City Departments on policies & procedures necessary to accurately provide information & documentation appropriate for ledger processing.
- Assists in the development and maintenance of appropriate accounting standards and procedures in accordance with Generally Accepted Accounting Principles (GAAP) and other regulatory guidelines and requirements.
- Prepares, verifies and processes various journal entries, budget amendments and allocations. Ensure accurate coding and adequate documentation.
- Assists with audit and year-end preparation including deferred revenues, generating and processing entries, tracking various funds and entry types, gathering documentation and working with various City staff to reconcile account variances.
- Develops, design, and provides financial and budget related information and tools, including budgetary reviews, prepare budget vs. actual statements and reports as needed.
- Works with Departments that have external software that interfaces and provides financial data to the City for entry in General Ledger. Ensure departments are compliant and providing accurate financial records before interfacing with General Ledger.
- Provides assistance to Departments by providing financial information analysis & reporting.
- Assists in the preparation of the City's budget.
- Performs or oversees the development and reporting of the City's cost allocation plan(s).

As Assigned:

- Prepares, review and execute ACH, EFT and Wire transfers for City departments, Special Revenue Funds and Enterprise Funds as needed.
- Assists the ADF with preparation of cash flows and cash management.
- Responsible for maintaining, updating and reporting on the City's bonds and debt schedules. Verify amortization schedules to accurately generate and process payments due in a timely fashion. Follow up with appropriate City personnel to ensure timely payment of debt and reimbursement to the City's pooled cash fund.
- Responsible for developing and maintenance of grants tracking software to ensure all grants are captured, accurately classified and links in place to produce annual Schedule of Expenditures of Federal Awards (SEFA).
- Responsible for developing and maintenance of project tracking software to ensure all capital projects are captured, accurately classified and links in place to produce reporting for annual and year-to-date data.
- Review and ensure requests for budget amendments, use of fund balance and other balance forward entries are accurate and follow Board of Finance and City Council authorization.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's Degree in Accounting Business Administration, or related field and with three (3) years of relevant accounting and banking experience required. Additional experience may be substituted for a degree requirement on a two-for-one year basis.
- Prior municipal experience and bond experience are preferred.
- Required three (3) years of more complex reconciliations.
- Knowledge of business concepts, best practices as they relate to departmental activities.
- Proven technical expertise working with multiple software applications to generate, format and import data from various sources.
- Proven technical expertise to generate, format and import data from various sources.
- Thorough knowledge of general accounting principles and practices required.
- Working knowledge of computerized accounting systems including the ability to operate spreadsheets, word-processing, and database software in a Windows based environment.
- Critical thinking and analytical skills required.
- Must be consistent and accurate.
- Initiative, creativity, and attention to detail required.
- Strong problem solving and organizational skills required.
- Ability to work well under pressure and appropriately deal with stress.
- Ability to meet schedules and deadlines while working with minimal supervision.
- Ability to work independently and in a team environment.
- Ability to communicate effectively both orally and in writing with City management and departmental staff.
- Ability to establish and maintain good relations with co-workers.
- Ability to listen to and appropriately react to a supervisor's constructive criticism and incorporate said criticism to improve performance.
- Flexibility, adaptability and commitment to constant improvement and innovation.
- 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.

Upon request for a reasonable accommodation, the City may be able to adjust or excuse one or more of these requirements, depending on the requirement, the essential function to which it relates, and the proposed accommodation.

x	seeing	x	ability to move distances within warehouses and offices
	color perception (red, green, amber)	x	lifting (specify 20 pounds)
x	hearing/listening	x	carrying (specify 20 pounds)
x	clear speech		climbing
x	touching		driving
x	dexterity x hand x finger		ability to mount and dismount forklift
	reading – basic		pushing/pulling
x	reading – complex		shift work
	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: __0__

Indirectly Supervises: __0__

Disclaimer:

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

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Revised February 2016. Revised January 2019. Revised December 2021, Revised January 2023 with Remote Work Rating.

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

City of Burlington Job Description

Position Title: Grants Associate

Department: Clerk/Treasurer

Reports to: Senior Grants Manager

Pay Grade: 15

Job Code: TBD

Exempt/Non-Exempt: Non-Exempt

Union: AFSCME

Remote Work Rating: Tier 3

General Purpose: The Grants Associate provides critical support to the Senior Grants Manager to research and provide recommendations to the City of Burlington for its grants program, with a focus on identification and tracking of relevant opportunities resulting from historic levels of federal and state funding. The Grants Associate will form relationships with relevant state and federal officials ensuring a reliable flow of information, work closely with City leadership to examine the available opportunities and prioritize them according to City relevance and need, and may also help the Senior Grants Manager to respond to individual proposal efforts as directed.

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.)

- Conduct thorough and detailed research on funding programs resulting from the American Rescue Plan Act, Infrastructure Bill potential Build Back Better Bill, and other relevant federal and state legislation to determine relevance of funding opportunities to the City and its departments.
- Work closely under the direction of the Senior Grants Manager to implement a system to track grant opportunities relevant to the City of Burlington based on programs and services offered by the city and areas of need.
- Develop relationships with federal and state officials as needed.
- Clearly communicate grant information to and work with leadership and applicable departmental subject matter experts on funding opportunities.
- Help leadership team to prioritize City-wide grant opportunities.
- Actively communicate with City leadership and specialized staff to better understand departmental needs and to ensure grant applications capture positive impact of funds.
- Under direction of Senior Grants Manager, work on individual proposal responses, working closely with departmental technical experts, and others as needed.
- Together with Senior Grants Manager present all city-wide grant data to leadership and City Council

- Grant support for the Office of Racial Equity, Inclusion & Belonging (REIB)

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's Degree in relevant field. Additional experience may be substituted for a degree requirement on a two-for-one year basis.
- Three years (3) of relevant work experience required. Demonstrated successful experience writing and applying for federal or state grants a big plus.
- Working knowledge of computers including the ability to operate spreadsheets, word-processing, and database software in a Windows based environment.
- Must be consistent and accurate.
- Initiative, creativity, and attention to detail required.
- Strong problem solving and organizational skills required.
 - Ability to work well under pressure and appropriately deal with stress.
- Ability to work independently and in a team environment.
- Flexibility, adaptability and commitment to constant improvement and innovation.
 - Ability to actively support City racial equity, inclusion and belonging efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
 - Regular attendance is necessary and is essential to meeting the expectations of the job functions.
 - Ability to understand and comply with City standards, safety rules and personnel policies.

Physical & Mental/Reasoning Requirements: Work Environment:

These are the physical and mental/reasoning requirements of the position as it is typically performed. Inability to meet one or more of these physical or mental/reasoning requirements will not automatically disqualify a candidate or employee from the position. Upon request for a reasonable accommodation, the City may be able to adjust or excuse one or more of these requirements, depending on the requirement, the essential function to which it relates, and the proposed accommodation.

☒ seeing	☒ ability to move distances
☐ color perception	☒ lifting (specify) within and between 30 pounds
(red, green, amber)	warehouses/offices
☒ hearing/listening	☒ carrying (specify) ☐ climbing 30 pounds
☐ clear speech	☐ ability to mount and ☐ driving (local/over

☒ touching		dismount forklift/truck the road)
☒ dexterity	☐ pushing/pulling	
☒ hand		
☒ finger		
☐ reading - basic		☐ math skills - basic
		☒ analysis/comprehension
☒ reading – complex		☒ math skills - complex
		☒ judgment/decision
☐ writing - basic		☐ clerical
		making
☒ writing - complex		
☐ shift work		☐ outside
		☐ pressurized equipment
☒ works alone		☐ extreme heat
		☐ moving
		objects
☒ works with others		☐ extreme cold
		☐ high places
☒ verbal contact w/others		☐ noise
		☐ fumes/odors
☒ face-to-face contact		☐ mechanical equipment
		☐ hazardous
		materials
☒ inside		☐ electrical
		equipment
		dirt/dust

Supervision:

Directly Supervises: 0 Indirectly Supervises: 0

Disclaimer:

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

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Created December 202, July 2022, Revised January 2023 with Remote Work Rating.

City of Burlington Job Description

Position Title: Grants Associate & Philanthropy Advisor

Department: Department of Finance & Administration

Reports to: Director of Grants & Administrative Affairs

Pay Grade: 16

Job Code:

Exempt/Non-Exempt: Non-Exempt

Union: AFSCME

Remote Work Rating: Tier 3

General Purpose: The Grants Associate & Philanthropy Advisor provides critical support to the Director of Grants & Administrative Affairs. This position is responsible for leading the research of grant opportunities, responding to individual proposals, researching and advising relationships with philanthropists, and recommending the use of such opportunities. The Grants Associate & Philanthropy Advisor will support grant compliance activities, audit and reporting requirements, and will lead assessments and strategic planning to build relationships with philanthropists. This position will form and maintain relationships with relevant local, state, federal officials and partners to ensure a reliable flow of information, and will work closely with leadership to examine the available opportunities and prioritize them according to City relevance and need.

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.)

- Conduct thorough and detailed research on funding programs to determine relevance of funding opportunities to the City and its departments.
- Conduct thorough research, outreach, and document findings that assess the philanthropic landscape and advise leadership on best practices and opportunities for successful philanthropic engagement.
- Maintain a transparent system to track and clearly communicate grant opportunities and awards
- Collaborate with departmental leadership to better understand their needs and the areas that require additional resources for funding or administrative support
- As directed, advise city leadership on grants that have multi-departmental benefits and on grant opportunities not already within a department.
- Manage a transparent system for project and program prioritization and the strategy for aligning those with grant opportunities
- As directed, provide expert-level technical writing and management of individual proposal responses, working closely with departmental technical experts, and others as needed to prepare accurate, competitive, and timely proposals.

- Advise departmental grant managers on best practices for grant acceptance and management.
- Support the Grants & Finance Specialist with internal systems and procedures to strengthen grant compliance and audit requirements.
- As directed, prepare and implement policies and procedures related to pre-award and post-award grant activities.
- Develop and regularly update the gap analysis of financial and fundraising needs in collaboration with leadership
- Evaluate scenarios that could fill the financial and fundraising gaps
- Regularly coordinate across departments and with leadership to identify the focus areas that could be demonstrably impacted by philanthropy
- Develop and regularly update a strategic plan that identifies the financial and fundraising gaps of each focus area and advises the financial targets and timelines to fill gaps
- Advise leadership and work across departments to implement the selected strategies that
- Develop a strategic outreach and communication plan to build effective relationships with philanthropists
- Advise leadership and work across departments to maintain effective relationships with philanthropists
- Prepare and implement policies and procedures related to municipal philanthropy.
- Develop relationships with federal and state officials as needed.
- Maintain relationships with departmental leadership and external partners
- Provide support to prepare and present all city-wide grant data and philanthropy activities to leadership and City Council

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's Degree in relevant field. Additional experience may be substituted for a degree requirement on a two-for-one year basis.
- Five years (5) of relevant work experience required. Demonstrated successful experience writing and applying for federal or state grants preferred.
- Working knowledge of computers including the ability to operate spreadsheets, word-processing, and database software in a Windows based environment.
- Some experience in nonprofit fundraising or grantmaking preferred
- Must be consistent and accurate.
- Initiative, creativity, and attention to detail required.
- Strong problem solving and organizational skills required.
 - Ability to work well under pressure and appropriately deal with stress.
- Ability to work independently and in a team environment.
- Flexibility, adaptability and commitment to constant improvement and innovation.
 - Ability to actively support City racial equity, inclusion and belonging efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
 - 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.
- Some weekends and evenings may be required.

Physical & Mental/Reasoning Requirements: Work Environment:

These are the physical and mental/reasoning requirements of the position as it is typically performed. Inability to meet one or more of these physical or mental/reasoning requirements will not automatically disqualify a candidate or employee from the position. Upon request for a reasonable accommodation, the City may be able to adjust or excuse one or more of these requirements, depending on the requirement, the essential function to which it relates, and the proposed accommodation.

☒ seeing	☒ ability to move distances
☐ color perception	☒ lifting (specify) within and between 30 pounds
(red, green, amber)	warehouses/offices
☒ hearing/listening	☒ carrying (specify) climbing 30 pounds
☐ clear speech	☐ ability to mount and driving (local/over forklift/truck the road)
☒ touching	dismount the
☒ dexterity	
☒ hand	
☒ finger	
☐ reading - basic	☐ math skills - basic
☒ reading – complex	☒ analysis/comprehension
☐ writing - basic	☒ math skills - complex
☒ writing - complex	☒ judgment/decision
☐ shift work	☐ clerical making
	☐ outside
☒ works alone	pressurized equipment
	☐ extreme heat
	☐ moving objects
☒ works with others	☐ extreme cold
	☐ high places

☒ verbal contact w/others

☒ face-to-face contact

☒ inside

☐ noise

☐ fumes/odors

☐ mechanical equipment

☐ hazardous

materials

☐ electrical

equipment

dirt/dust

Supervision:

Directly Supervises: 0

Indirectly Supervises: 0

Disclaimer:

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

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Created December 202, July 2022, Revised January 2023 with Remote Work Rating.

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Dept. of Finance & Administration Submitter: Brad Kukenberger
Title/Subject: Request for Job Description Updates and Position Reclassifications Department of Finance and Administration

Approval Requested: Meeting Date:
☒ Board of Finance 2/9/2026
☒ City Council 2/17/2026
☐ 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	2/2/2026	Katherine Schad
Mayor's Office	Yes	2/5/2026	Erin Jacobsen
Board/Commission	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and contracts or legal documents	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	2/4/2026	Erik Ramikrishnan
CAO for budget, financing, and memo	Yes	2/2/2026	Katherine Schad
Human Resources, if personnel action or policy	Yes	2/2/2026	Tim Clancy
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

MEMO

Date: February 9th, 2026

To: Board of Finance and City Council

From: Jon Adams-Kollitz, Parks Project Coordinator

Sophie Sauvé, Parks Planning Division Director

Phil Lewis, BPRW Director

Megan Moir, Division Director – Water Resources

Chapin Spencer, Director of Public Works

Re: Burlington Harbor Marina: Dredging Maintenance Project: Contract Amendment and Budget Amendment

I. Purpose

The Department of Parks, Recreation and Waterfront (BPRW) seeks approval and authorization to amend its contract agreement with Engineers Construction, Inc. (ECI) for an additional \$33,865 or a maximum limiting amount of \$611,711 for the Burlington Harbor Marina Dredging Maintenance Project with a project contingency of \$10,516. The contract amendment is requested to pay for temporary stockpiling of approximately 1,100 CY of Category 2B soils at Perkins Pier while final approvals and next steps are determined for this portion of sediment being removed as part of the dredging project with the Department of Environmental Conservation (DEC).

BPRW also seeks approval and authorization for a \$25,000 budget amendment for the project from Water Resources. To date, \$755,000 has been approved and allocated from the General Fund Capital Bond Proceeds towards this project. Funds from Water Resources are being allocated to support the project specifically at the Community Boathouse, where the College Street stormwater outfall contributes to sediment accumulation in the harbor. Approximately 1,533 CY of sediment will be removed from this area, of which approximately 430 CY are Category 2B soils.

II. Background

BPRW's marina facilities at the Community Boathouse and Perkins Pier provide 58 slips for various sized private boats in addition to docking space for the Spirit of Ethan Allen and numerous smaller commercial operations. Collectively, these facilities are the hub of water recreation on Burlington's Waterfront. It has been more than twenty-five years since the last dredging of these facilities, and at that time was only partially completed as it was excavated from the land only.

After long delays, the project is underway. BPRW's key objective with contracting with ECI was to remove sediment from the lake to restore navigable water depths within Burlington Harbor's marina facilities to avoid further impacts to the upcoming boating season which opens in May.

The project is following a State of Vermont Department of Environmental Conservation approved Soil Management Plan (SMP) which was developed by consultants Vanasse, Hangen and Brustlin (VHB) after sediment testing. Three types of soils were identified in the SMP. Category 1 soils meet the the standard for qualifying as 'development soils,' that is, they can be relocated/re-used anywhere in the county. Category 3 soils, on the other hand, are required to be disposed of at an



approved landfill. At the outset of the project, Category 2 soils were subdivided into two tiers: 2A, which qualify as development soils. and 2B, which contain lead at levels that exceed DEC's threshold for groundwater. However, in the interest of minimizing costs to the City, VHB and BPRW are working with DEC on identifying ways to avoid landfill disposal for the 2B material. While discussions continue, 2B soils will be stockpiled and polyencapsulated (wrapped with special plastic) at Perkins Pier and/or Sears Lane as BPRW awaits direction from VTDEC.

III. Process

As was highlighted in previous memos to City Council on November 18, 2024, and November 3, 2025, the dredging project was stalled over several years due to challenges with the data generated by the consultant team hired in 2023 to perform the engineering work. Deficiencies were identified during the project bidding process in 2024 and after substantial efforts by City Staff to work with the project team to correct the work and the course of the project, the contract was not renewed.

Subsequently, VHB, a firm with solid knowledge of the Burlington Waterfront and well-versed in environmental quality regulations in Vermont and specifically, iRULE, which impacts the project, were retained and have produced the documents needed to let the project out to bid. IRULE stands for the Investigation and Remediation of Contaminated Properties Rule which is intended to protect public health and the environment by establishing procedures and requirements for corrective actions where a release of hazardous materials has occurred.

BPRW and VHB worked with the DEC on identifying an agreeable location for disposal of sediments which meet the environmental background standards. In collaboration with the Department of Public Works, VT 127 was identified as the ideal location to dispose of these soils as they can be used to help stabilize a slope along the road which has been losing material. However, 1,100CY of "Category 2B" soils do not meet DEC standards for disposal at this location without further review and consideration. In the interest and at the direction of the City, VHB has been identifying alternative approaches to propose to DEC to meet iRULE standards but the process is delayed as this project is atypical and there is limited precedent within the State of Vermont on approaches for this particular project other than landfill disposal. As such, VHB's scope has also expanded to include proposing and reviewing options to amend the material once excavated and dewatered, with additives to bring lead concentration within DEC's standards for disposal at VT 127. This process includes additional negotiating with DEC and the preparation of documents for permitting approvals, should this be a way forward. Ultimately, this would result in a much lower cost to the City than trucking and disposing of the material at a landfill. Disposal of all 2B soils at a landfill would be approximately between an additional \$180,000 and \$300,000, while amending the soils may be between \$35,000-\$55,000.

IV. Project Funding Sources, Budget, and Estimates

To date, funds for the Burlington Harbor Dredging Project have been budgeted and approved from City General Fund Bond Proceeds. At this time, the majority of the \$755,000 bond proceeds have been encumbered.

WATERFRONT HARBOR DREDGING BUDGET	
Annual Borrowing, Bond Series 2022A – Harbor Marina Dredging – Engineering/Design	\$80,000
Annual Borrowing, Bond Series 2023A – Harbor Marina Dredging – Sediment Removal	\$495,000
FY25 GO Bond, Bond Series 2024A – Harbor Marina Dredging	\$80,000



Annual Borrowing, Bond Series 2025A – Harbor Marina Dredging	\$100,000
Water Resources (GL 245-19-000.6300_182)	\$25,000
TOTAL AVAILABLE BUDGET for HARBOR MARINA DREDGING PROJECT	\$780,000
ENCUMBERED PROJECT FUNDS TO DATE	
Design Engineering Costs (Geosyntec Inc.) – contract completed	\$65,792
Re-Engineering Costs (VHB) – contract signed and work underway	\$74,160
Construction (ECI)	\$577,846
TOTAL ENCUMBERED FUNDS	\$717,798
CONTRACT AMENDMENTS	
Additional Soil Management Work (VHB) – Contract Amendment	\$17,821
Stockpiling (ECI) – Contract Amendment	\$33,865
TOTAL PROJECT COSTS TO DATE	\$769,484
TOTAL REMAINING - PROJECT CONTINGENCY	\$10,516

The bid documents were written in a way that allowed the City to determine which area of the harbor would be prioritized for dredging, sediment removal and dewatering. As the priority is to remove the sediment from the harbor, that part of the contract was prioritized and is moving forward. This contract amendment addresses the temporary stockpile of the material until a final destination can be agreed upon with DEC for Category 2B soils. Depending on DEC’s determination, additional costs to the project outside the current scope may require additional funds.

V. Schedule

The anticipated Construction schedule is as follows:

- Winter 2026: Sediment removals are underway.
- Spring 2026: Category 2B Soils are transported to their final destination and construction is complete.

DEPARTMENT RECOMMENDATION

Board of Finance Motions:

1. To approve and recommend that the City Council authorize the execution of a contract amendment with Engineers Construction, Inc. for an additional contract value of \$33,865, for a new total contract price not to exceed \$611,711, for the Burlington Harbor Dredging Project and to authorize Phil Lewis, Director of Parks, Recreation & Waterfront, to execute the contract amendment and any related documented necessary or convenient to carry out the project, subject to review by the City Attorney’s Office.
2. To approve and recommend that the City Council authorize the Chief Administrative Officer, or their designee, to affect the necessary budget amendments and transfer of \$25,000 in funds



from the Stormwater (Fund 245) to the Parks Special Projects Fund (Boathouse Improvements – Dredging) as outlined in the attached Budget Amendment Form.

City Council Motions:

1. To approve and authorize the execution of a contract amendment with Engineers Construction, Inc. for an additional contract value of \$33,865, for a new total contract price not to exceed \$611,711 for the Burlington Harbor Dredging Project and to authorize Phil Lewis, Director of Parks, Recreation & Waterfront, to execute the contract amendment and any related documented necessary or convenient to carry out the project, subject to review by the City Attorney's Office.
2. To approve and authorize the Chief Administrative Officer, or their designee, to affect the necessary budget amendments and transfer of \$25,000 in funds from the Stormwater (Fund 245) and Parks Special Projects Fund (Boathouse Improvements – Dredging) as outlined in the Budget attached Amendment Form.

Board of Finance and City Council Submission Checklist

Department: Parks, Recreation & Waterfront Submitter: Sophie Sauvé

Title/Subject: Burlington Harbor Dredging Project – Contract Amendment and Budget Amendment

	Approval:	Meeting Date:
☒	Board of Finance	2/9/2026
☒	City Council	2/17/2026
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	2/3/2026	Phil Lewis
Mayor's Office informed and approved memo	Yes	2/4/2026	Erin Jacobsen
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	2/4/2026	Hayley McClenahan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CAO has reviewed budget, financing, and memo	Yes	2/3/2026	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



MEMORANDUM

Date: February 9th, 2026 and February 17th, 2026
To: Board of Finance and City Council

From: Kelli Perkins, Director of Racial Equity, Inclusion, and Belonging
CC: Katherine Schad, Chief Administrative Officer

Re: CVOEO Fair Housing Month Sponsorship 2026

Request

The Office of Racial Equity, Inclusion, and Belonging (REIB) is seeking approval and authorization to execute a sponsorship agreement subject to review of the City Attorney's Office, granting City funds as follows: \$1,000 to Champlain Valley Office of Economic Opportunity (CVOEO) in support of Fair Housing Month events.

Background

The City's Community and Economic Development Office (CEDO) invited the REIB to contribute \$1,000 toward Fair Housing Month.

The REIB Office is committed to continuing its sponsorship of CVOEO's Fair Housing Month, reinforcing our shared dedication to fostering equitable and inclusive communities. This sponsorship supports CVOEO's April initiatives commemorating the 1968 Fair Housing Act, including educational programs, public discussions, virtual panels, and art events that raise awareness about housing discrimination in Vermont.

Funding for Project

CVOEO's grant from the REIB is \$1,000 and is included in REIB's FY26 Community Celebrations GL.

Department Contact

If you have any questions, please contact Kelli Perkins, Director of Racial Equity, Inclusion, and Belonging at kperkins@burlingtonvt.gov.

Motions



The Office of Racial Equity, Inclusion, and Belonging requests the Board of Finance and City Council approve the following motions:

1. Board of Finance Motion:

Move to approve and recommend the City Council approve the Director of the Racial Equity Inclusion and Belonging Office and the Chief Administrative Officer to issue a sponsorship grant in the amount of \$1,000 to CVOEO to support Fair Housing Month programming from the Community Celebrations GL.

2. City Council Motion:

Move to approve the Director of the Racial Equity Inclusion and Belonging Office and the Chief Administrative Officer to issue a sponsorship grant in the amount of \$1,000 to CVOEO to support Fair Housing Month programming from the Community Celebrations GL.

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: REIB Submitter: Vicky Luciano

Title/Subject: CVOEO Fair Housing Month Sponsorship

Approval Requested:

☒ Board of Finance

☒ City Council

☐ Both BOF and Council

Meeting Date:

2/9/2026

2/17/2026

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	1/30/2026	Kelli Perkins
Mayor's Office	Yes	2/4/2026	Erin Jacobsen
Board/Commission	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and contracts or legal documents	Yes	2/3/2026	Emmett Wood
City Attorney's Office for memo and motion(s) or resolution(s)	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CAO for budget, financing, and memo	Yes	2/3/2026	Katherine Schad
Human Resources, if personnel action or policy	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.



To: Board of Finance and City Council
From: Kara Alnasrawi, Director, CEDO
CC: Katherine Schad, CAO
Date: February 17, 2026

Re: Acceptance and use of Congressionally Directed Spending for Post Building Fit-up

Background:

The Community Justice Center (CJC) is the oldest and largest CJC in Vermont. As of FY27, the Attorney General's Office will be awarding the Burlington CJC all funding countywide for pre-trial diversion. This change, which will trigger grant-funded staff growth, in addition to the sale of 200 Church St. (where CJC is currently housed), has triggered the need for CJC to move to a larger space that is better suited to meet its needs.

In 2022 Champlain Housing Trust (CHT) purchased the VFW building on South Winooski Avenue to create a mixed-use building with commercial space on the bottom and residential space above. CHT and the City of Burlington have entered into a lease agreement set to commence in February of 2026 for the CJC to occupy 4,329 sq. ft. of ground floor commercial space in the new building.

In August of 2024, CEDO was awarded a \$300,000 Congressionally Directed Spending (CDS) grant through Senator Sanders' office. These funds were awarded to assist the CJC in fitting up the commercial space to their needs, including a kitchenette, cabinets, fixtures, etc. This grant is called the Byrne Discretionary Grant Program.

In August of 2024, CEDO signed the federal grant without prior authorization from BOF. In addition, a written commitment to disperse the funds to CHT was also given at that time.

CEDO is now looking to receive proper authorization to receive the grant funds, disperse the funds to Champlain Housing Trust, and execute a budget amendment to effect these changes.

Project Details:

The funds will be used to purchase equipment and supplies to effectuate the proper fit-up of the space. This estimated budget reflects the details of the agreement:

CJC Post Facility Fit-Up	Material Costs
Insulation & sealants:	\$ 6,826.00
Doors:	\$ 21,850.00
Finishes for walls, floors, & ceilings:	\$ 90,379.80
Sprinklers, plumbing & HVAC, & electrical:	\$ 119,612.40
Kitchen & bath cabinets, countertops, shelving, and windows:	\$ 20,705.00
Signage, fire extinguishers, & bathroom equipment:	\$ 3,200.00

Appliances:	
SUBTOTAL:	\$ 262,573.20
General conditions, fees, insurance, and contingencies:	\$ 26,257.00
Architect & Consultant Fees:	\$ 32,000.00
Local contribution (Sales Tax Reallocation):	\$ (22,000.00)
	\$ 298,830.20

Attachments:

- Signed grant award with the Department of Justice
- Draft lease amendment to effectuate transfer of funds to CHT
- Budget amendment in the amount of \$300,000 to bring the funds into the FY26 budget

Motion:

Board of Finance:

To approve and recommend to City Council for approval the following:

- 1) Retroactive approval to receive federal grant funds in the amount of \$300,000 from Congressionally Directed Spending through the Byrne Discretionary Grant Program.
- 2) A lease amendment to effectuate the transfer of \$300,000 with Champlain Housing Trust or its subsidiary to assist in the City-owned fit-up of the commercial space at 782 South Winooski Avenue (also known as the Post Apartments).
- 3) To allow the Chief Administrative Officer and her staff to make a \$300,000 budget adjustment to bring the CDS grant funds into the FY26 budget.

City Council

1. To retroactively approve to receive federal grant funds in the amount of \$300,000 from Congressionally Directed Spending through the Byrne Discretionary Grant Program.
2. To approve a lease amendment to effectuate the transfer of \$300,000 with Champlain Housing Trust or its subsidiary to assist in the fit-up of the commercial space at 782 South Winooski Avenue (also known as the Post Apartments).
3. To authorize the Chief Administrative Officer, or their designee, to make a \$300,000 budget adjustment to bring CDS grant funds into the FY26 budget.



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF BURLINGTON 149 CHURCH ST
City, State and Zip:	BURLINGTON, VT 05401
Recipient UEI:	FEP8BMECKAF8
Project Title: Burlington Community Justice Center	Award Number: 15PBJA-24-GG-00353-BRND
Solicitation Title: BJA FY24 Invited to Apply- Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program	
Federal Award Amount: \$300,000.00	Federal Award Date: 8/15/24
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: D Assistance Listing: 16.753 - Congressionally Recommended Awards	
Project Period Start Date: 3/9/24	Project Period End Date: 3/31/26
Budget Period Start Date: 3/9/24	Budget Period End Date: 3/31/26
Project Description: As the oldest and largest Community Justice Center (CJC) in Vermont, the Burlington CJC has outgrown the city-owned office space it has inhabited since 2016. In the 25 years of the CJC's operation, it has had to move five times and has never had a space designed with its needs and uses in mind. The CJC is managed by 16 staff (and growing!) and 50 volunteers across four locations who offer ten different programs for more than 1500 people annually. When the Champlain Housing Trust (CHT) purchased the former VFW on South Winooski Avenue in 2022, they presented an opportunity to relocate the CJC into a new space to resolve the legacy of insufficient space for the growing CJC presence in Burlington. This project will fund the equipment and supplies needed to complete the fit-up costs of a brand new, 4329 square foot space for the city to lease from the CHT in their newest building, the Post Apartments. This relocation and partnership will provide space to grow the CJC's community presence so that more residents know it exists and may use it as a resource. The Post Apartments building will be visible from street-level and include a large meeting space that can be used by community groups and others needing a comfortable, restorative space.	

Award Letter

August 15, 2024

Dear Brian Pine,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF BURLINGTON for an award under the funding opportunity entitled 2024 BJA FY24 Invited to Apply- Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program. The approved award amount is \$300,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen
Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits

discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Additional Information Required

NEPA Letter

The scope or location of the proposed project is such that it may not qualify for a categorical exclusion as contained in Appendix D to Part 61 of Title 28 of the Code of Federal Regulations. As such, prior to initiation of the project, the grantee may need to complete an Environmental Assessment (EA) and/or an Environmental Impact Statement (EIS).

Additional information is needed to determine if any of the following activities will be conducted as a result of this award, whether under the Office of Justice Programs federal action or a related third party action:

(1) New construction

(2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species

(3) A renovation that will change the basic prior use of a facility or significantly change its size

(4) Research and technology whose anticipated and future application could be expected to have an effect on the environment

(5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

For more information about NEPA requirements, including which projects may qualify for categorical exclusions, and the preparation of an environmental review documents, please see <https://bja.ojp.gov/national-environmental-policy-act-nepa-guidance>.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator

for the Bureau of Justice Assistance.

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

CITY OF BURLINGTON

UEI

FEP8BMECKAF8

Street 1

149 CHURCH ST

Street 2

City

BURLINGTON

State/U.S. Territory

Vermont

Zip/Postal Code

05401

Country

United States

County/Parish

no value

Province

no value

Award Details

Federal Award Date

8/15/24

Award Type

Initial

Award Number

15PBJA-24-GG-00353-BRND

Supplement Number

00

Federal Award Amount

\$300,000.00

Funding Instrument Type

Grant

Assistance Listing
Number

Assistance Listings Program Title

16.753

Congressionally Recommended Awards

Statutory Authority

Department of Justice Appropriations Act, 2024 (Pub. L. No. 118-42, 138 Stat. 25, 146-47)

[X] I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2024 BJA FY24 Invited to Apply- Byrne Discretionary
Community Project Grants/Byrne Discretionary Grants
Program

Awarding Agency

OJP

Program Office

BJA

Application Number

GRANT14151434

Grant Manager

Ashley Gardner

Phone Number

202-880-7398

E-mail Address

Ashley.Gardner@usdoj.gov

Project Title

Burlington Community Justice Center

Performance Period Start

Date

03/09/2024

Performance Period End Date

03/31/2026

Budget Period Start Date

03/09/2024

Budget Period End Date

03/31/2026

Project Description

As the oldest and largest Community Justice Center (CJC) in Vermont, the Burlington CJC has outgrown the city-owned office space it has inhabited since 2016. In the 25 years of the CJC's operation, it has had to move five times and has never had a space designed with its needs and uses in mind. The CJC is managed by 16 staff (and growing!) and 50 volunteers across four locations who offer ten different programs for more than 1500 people annually.

When the Champlain Housing Trust (CHT) purchased the former VFW on South Winooski Avenue in 2022, they presented an opportunity to relocate the CJC into a new space to resolve the legacy of insufficient space for the growing CJC presence in Burlington. This project will fund the equipment and supplies needed to complete the fit-up costs of a brand new, 4329 square foot space for the city to lease from the CHT in their newest building, the Post Apartments. This relocation and partnership will provide space to grow the CJC's community presence so that more residents know it exists and may use it as a resource. The Post Apartments building will be visible from street-level and include a large meeting space that can be used by community groups and others needing a comfortable, restorative space.

[X] I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions / Adjustments are noted below.

Year 1	Total
Personnel	
\$0	\$0
Fringe Benefits	
\$0	\$0
Travel	
\$0	\$0
Equipment	
\$0	\$0
Supplies	
\$0	\$0
Construction	
\$300,000	\$300,000
SubAwards	
\$0	\$0
Procurement Contracts	
\$0	\$0
Other Costs	
\$0	\$0
Total Direct Costs	
\$300,000	\$300,000
Indirect Costs	
\$0	\$0
Total Project Costs	

\$300,000

\$300,000

Federal

Non-Federal

Year1

\$300,000

\$0

\$300,000

\$0

Budget Totals	Total	Percentage
Total Project Cost	\$300,000	
Federal Funds	\$300,000	100.00%
Non-Federal Amount	\$0	0.00%
Match Amount	\$0	0.00%
Program Income	\$0	0.00%

Budget Category
Personnel
Fringe Benefits
Travel
Equipment
Supplies
Construction
SubAwards
Procurement Contracts
Other Costs
Indirect Costs

[X] I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

Condition 2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 3

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621,

and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 4

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 5

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 6

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

Condition 7

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

Condition 8

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 9

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 10

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 11

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 13

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 14

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 15

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with

Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 16

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 17

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and

cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 19

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees,

available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

Condition 20

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

Condition 21

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 22

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 23

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 25

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 26

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 27

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 28

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

Condition 29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 30

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 31

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 32

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of

performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 33

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

Condition 34

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 35

Body-worn cameras, policies and procedures

In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras or related expenses for any agency unless that agency has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

Condition 36

Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Condition 37

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee;

or termination of an award(s).

Condition 38

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

Condition 39

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Condition 40

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

Condition 41

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 42

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Condition 43

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

Condition 44

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

Condition 45

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

Condition 46

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Condition 47

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

Condition 48

The recipient agrees that it will submit quarterly financial status reports (the SF 425 Federal Financial Report) to OJP in JustGrants, no later than the deadlines set out in the DOJ Financial Guide and the JustGrants guidance (typically 30 days after the end of each calendar quarter). Delinquent reports may lead to funds being frozen and other remedies.

Condition 49

The recipient shall submit semiannual performance reports. Performance reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov>

Condition 50

As of the first day of the period of performance for the award, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum, all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)).

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Condition 51

Recipient understands and agrees to report on the use and status of real property acquired, constructed, or improved under this award, throughout the useful life of the property or until the federal interest in the property ceases, whichever is shorter. Recipient further agrees to provide the required use and status reports on federal Standard Form 429 and accompanying addenda, as directed by OJP, in conformance with 2 C.F.R. 200.330. Recipient must submit its initial report not later than 90 days after completion of the project or of grant close-out, whichever is earlier, and submit status reports annually, as directed. Additional information about this requirement may be found online at <https://bja.ojp.gov/>

funding/real-property.

Condition 52

The recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

Environmental Assessment (EA): The recipient agrees and understands that funded activities (whether conducted by the recipient or subrecipients or contractors) may require the preparation of an EA as defined by the Council on Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500. An EA is a concise public document that briefly provides sufficient analysis for determining whether to prepare an environmental impact statement (EIS) or a finding of no significant impact for the proposed activity. If in completing an EA for a proposed activity, potential adverse environmental impacts are identified, the EA will serve as a vehicle for developing either alternative approaches or mitigation measures for avoiding or reducing the identified adverse environmental impacts.

Modifications: Throughout the term of this award, the recipient agrees that for any activity that is the subject of a completed EA, it will inform BJA of-- (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until BJA, with the assistance of the recipient, has determined whether the proposed change or activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under a BJA-conducted environmental impact review process.

Condition 53

Funds for renovation, expansion or construction awarded to the recipient or to subrecipients which require the letting of a contract amounting to \$100,000 or more to a commercial organization or an individual shall require:

- (1) A bid guarantee equivalent to 5 percent of the bid price. The bid guarantee must consist of a firm commitment such as bid bond, certified check, or negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified after the forms presented to him/her.
- (2) A performance bond on the part of the contractor for 100 percent of the contract price. "Performance bond" means a bond executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- (3) A payment bond on the part of the contractor for 100 percent of the contract price. A payment bond is one executed in connection with a contract to ensure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Condition 54

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

Condition 55

The recipient agrees not to expend or draw down any award funds until the program office has verified that the recipient has submitted all necessary documentation required to comply with the Department of Justice Procedures for Implementing the National Environmental Policy Act found at 28 CFR Part 61 and an Award Condition Modification (ACM) has been issued removing this condition.

[X] I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official

Acting Assistant Attorney General

Name of Approving Official

Brent J. Cohen

Signed Date And Time

8/12/24 10:10 AM

Authorized Representative

[X]

Entity Acceptance

Title of Authorized Entity Official

Director

Name of Authorized Entity Official

Brian Pine

Signed Date And Time

9/19/2024 2:40 PM

Department: CEDO Requested by: Kara Alnasrawi Date: 2/11/2026

Budget a \$300,000 adjustment to bring CDS grant funds into the FY26 budget, CEDO signed the federal grant without prior authorization from BOF

Mayor Date (\$100,000 to \$150,000)

[illegible]

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (the “Amendment”) is by and between **POST APARTMENTS HOUSING LIMITED PARTNERSHIP**, a Vermont limited partnership of Burlington, Vermont (“Landlord”) and the **CITY OF BURLINGTON**, a municipal corporation in Chittenden County, Vermont, acting by and through its Community Economic Development Office, Community Justice Center (“Tenant”).

Background

1. Landlord and Tenant are parties to a Lease Agreement dated October 16, 2024 (the “Lease Agreement”), wherein Landlord agreed to lease to Tenant a portion of Landlord’s newly constructed building located at 176 South Winooski Avenue in Burlington, Vermont known and designated as Condominium Unit 2 of the 176 South Winooski Condominium as set forth in the Declaration of Condominium for the 176 South Winooski Condominium dated July 31, 2024 and recorded in Volume 1749 at Page 235 of the City of Burlington Land Records, containing approximately four thousand one hundred ninety square feet (4,190 SF) (the “Premises”).

2. Under the terms of Section 1 of the Lease, Landlord agreed to deliver the Premises to Tenant as a “sheetrocked ‘Vanilla Shell’ (perimeter walls taped and primed)”, and Tenant agreed to be responsible for any construction costs for its fit-up of the Premises beyond the Vanilla Shell.

3. Landlord has worked with Tenant and Landlord's contractor to design plans of the Leased Premises to meet Tenant’s fit-up needs. Tenant shall be responsible for any construction costs from the Vanilla Shell (“fit-up”). Tenant and Landlord are working together to secure sources to offset a portion of this fit-up cost including Sales Tax Reallocation proceeds in an amount dependent on the sales tax eligible costs of up to \$462,941. Tenant shall be responsible for any remaining portion of the fit-up and any increased construction costs arising from tenant requested modifications during construction to plans of the Leased Premises.

4. A significant portion of the Tenant’s fit-up has now been completed by Landlord’s building contractor and paid for by Landlord. Landlord is assembling the necessary materials to submit its initial reimbursement request to Tenant for the Tenant fit-up costs.

5. Tenant is planning to fund all or a portion of its fit-up reimbursement with grant monies received by Tenant under a Judge Advocate General (JAG) grant. Landlord’s construction of Tenant’s fit-up satisfies Federal, State and City requirements as detailed in Exhibit A – Federal, State and City Construction Related Requirements

6. Landlord and Tenant enter into this Amendment to confirm the Grant Requirements that Landlord has observed, in connection with the Tenant’s fit-up.

N O W, T H E R E F O R E,

In consideration of the foregoing and the mutual covenants and agreements herein set forth, and in reliance on the representations and warranties contained herein, the parties hereby agree as follows:

Section 1. **Defined Terms.** Capitalized terms used in this Amendment that are not otherwise defined herein shall have the meaning and definitions set forth in the Lease Agreement.

Section 2. **Federal, State and City Requirements for Tenant's Fit-Up Reimbursement.** Landlord hereby represents and warrants that the work performed in each reimbursement request for Tenant's fit-up submitted to Tenant complies with and observes the list of Requirements set forth on Exhibit A attached hereto.

Section 3. **Ownership of Tenant Fit-Up.** Landlord and Tenant also execute this Amendment for the purpose of confirming that the items of Tenant Fit-Up described in Exhibit B attached hereto, were paid for by Tenant and shall be deemed to be owned by Tenant as Tenant's property. At the end of the term of the Lease, as the same may have been extended, Landlord shall have an option to purchase the items of Tenant Fit-Up described in Exhibit B for its fair market value by providing written notice to Tenant within ten (10) days after the expiration of the term, as the same may have been extended. The fair market value shall be the value of the items of Tenant Fit-Up on Exhibit B as of such date determined by agreement of the parties, taking into consideration the age, condition and depreciation of the Tenant Fit-Up. If the parties are unable to reach agreement as to the fair market value within ten (10) days after the date Landlord exercises its option, then Landlord may obtain an appraisal at its sole cost and expense and the value of the Tenant Fit-Up shall be the value determined by the appraiser. In the event Landlord does not exercise its option to purchase at the end of the term of the Lease, as the same may have been extended, Tenant shall have the right to remove the Tenant Fit-Up described in Exhibit B at its own cost and expense, provided that Tenant repairs any damage to the Premises caused by such removal, reasonable wear and tear excepted. In the event Landlord does not exercise its option to purchase and Tenant fails to remove the Tenant Fit-Up within sixty (60) days after the expiration of the term of the Lease, as the same may have been extended, then the Tenant Fit-Up described in Exhibit B shall be deemed to be abandoned and shall be and become the property of Landlord without any further act or deed.

Section 4. **Effect on Lease Agreement.** On and after the effective date hereof, each reference in and to the Lease Agreement shall mean and be a reference to the Lease Agreement as amended hereby. Except as specifically amended above, all of the remaining terms, conditions and requirements of the Lease Agreement shall remain in full force and effect and are hereby ratified and confirmed by Landlord and Tenant in all respects.

Section 5. **Entire Agreement.** This Amendment embodies the entire agreement and understanding between the parties relating to the subject matter hereof and there are no covenants, promises, agreements, conditions or understandings, oral or written, except as herein set forth.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the parties have executed or caused this Amendment to be executed as of the ____ day of _____, 2026.

POST APARTMENTS HOUSING LIMITED
PARTNERSHIP

By: EN 2023, INC., its co-general partner

By: _____
Duly Authorized Agent

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

Before me, on this ____ day of _____, 2026, personally appeared _____, Duly Authorized Agent of **EN 2023, INC.**, the co-general partner of **POST APARTMENTS HOUSING LIMITED PARTNERSHIP**, known to me to be the person who executed the foregoing instrument, and he/she acknowledged this instrument, by him/her signed, to be his/her free act and deed and the free act and deed of **EN 2023, INC.**, and **POST APARTMENTS HOUSING LIMITED PARTNERSHIP**.

Notary Public – State of Vermont

Printed Name: _____

Commission No.: _____

Commission Expires: 1/31/27

[Additional Signatures on Following Pages]

POST APARTMENTS HOUSING LIMITED
PARTNERSHIP

By: BCLT RENTAL DEVELOPMENT,
INC., its co-general partner

By: _____
Duly Authorized Agent

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

Before me, on this _____ day of _____, 2026, personally appeared _____, Duly Authorized Agent of **BCLT RENTAL DEVELOPMENT, INC.**, the co-general partner of **POST APARTMENTS HOUSING LIMITED PARTNERSHIP**, and he/she acknowledged this instrument, by him/her signed, to be his/her free act and deed and the free act and deed of **BCLT RENTAL DEVELOPMENT, INC.**, and **POST APARTMENTS HOUSING LIMITED PARTNERSHIP**.

Notary Public – State of Vermont

Printed Name: _____

Commission No.: _____

Commission Expires: 1/31/27

[Additional Signature on Following Page]

CITY OF BURLINGTON

By: _____
Duly Authorized Agent

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

Before me, on this _____ day of _____, 2026, personally appeared _____, Duly Authorized Agent of the **CITY OF BURLINGTON**, known to me to be the person who executed the foregoing instrument, and he/she acknowledged this instrument, by him/her signed, to be his/her free act and deed and the free act and deed of the **CITY OF BURLINGTON**.

Notary Public – State of Vermont

Printed Name: _____
Commission No.: _____
Commission Expires: 1/31/27

Exhibit A

LIST OF REQUIREMENTS

Procurement – Per requirements of 2 CFR Part 200

Section 504 of the Rehabilitation Act of 1973

Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations in 24 CFR Part 75

Disadvantaged/Minority-Owned Business Enterprise (MBE), and Woman-Owned Business Enterprise (WBE)

Davis-Bacon Federal Labor Standards

Conflict of Interest - 24 CFR 570.611

Debarment

No-Lobbying certification

Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA)

Burlington's Livable Wage Ordinance

Burlington's Outsourcing Ordinance

Burlington's Women in Construction Trades (WACTO)

Burlington Union Deterrence Ordinance

Exhibit B

ITEMS OF TENANT FIT-UP

Kitchen appliances

Kitchen cabinets

Air Source Heat Pumps

Light fixtures

Signage

Closet shelving

LEASE AGREEMENT

THIS LEASE, made as of this 16th day of October, 2024, is by and between **Post Apartments Housing Limited Partnership**, a Vermont limited partnership (hereinafter called "Landlord"), and **City of Burlington**, a Vermont municipal corporation, acting by and through its **Community and Economic Development Office, Community Justice Center** (hereinafter called "Tenant").

WITNESSETH:

In consideration of the rent to be paid and the terms, conditions and mutual covenants set forth in this Lease, the Parties hereto agree as follows:

1. **Premises.** The Landlord owns certain real property, including improvements, located at 176 South Winooski Avenue, Burlington, Vermont (the "Premises"). The Landlord does hereby rent and lease to the Tenant, and the Tenant does hereby rent and lease from Landlord a portion of the Premises more particularly described as follows (the "Leased Premises"):

A certain portion of the gross leasable premises located at 176 South Winooski Avenue, Burlington, VT as shown on Exhibit B of enclosed Floorplans, and identified more specifically as 176 South Winooski Ave Condo Unit #2, consisting of 4,104 sf (gross), 4,075 (net) of connected commercial storefront, with 8 parking spaces in the surface parking lot.

The Leased Premises shall be delivered with a finished sheetrocked "Vanilla Shell" (perimeter walls taped and primed) with separately metered electric service and a separately metered natural gas hot water system. Landlord agrees to provide electrical and mechanical rough-in as detailed in construction plans (See Ex A). Landlord has worked with Tenant and Landlord's contractor to design plans of the Leased Premises to meet Tenant's fit-up needs. Tenant shall be responsible for any construction costs from the Vanilla Shell ("fit-up"). Tenant and Landlord are working together to secure sources to offset this fit-up cost including Sales Tax Reallocation proceeds in an amount dependent on the sales tax eligible costs of up to \$462,941. Tenant shall be responsible for any increased construction costs arising from tenant requested modifications during construction to plans of the Leased Premises.

2. **Lease Term.** The term of this Lease shall be Fifteen (15) years, commencing Three (3) Months after the Commencement Date of the Leased Premises is granted. The "Commencement Date" means the later of i) December 1, 2025, or ii) Landlord obtaining a Certificate of Occupancy from the City of Burlington. The parties understand and agree that the obligations of Tenant to make payments under this Agreement shall

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constitute a current expense of Tenant and shall not be construed to be a debt or a pledge of the credit of Tenant. Therefore, notwithstanding any other provision of this Lease, the obligations of Tenant under this Lease are subject to annual appropriation by the Burlington City Council, in its discretion. If no funds or insufficient funds are appropriated or budgeted to support continuation of payments due under this Lease, the Lease shall terminate automatically on the first day of the fiscal year for which funds have not been appropriated.

Provided that Tenant is not then in default of this Lease, Tenant will have the option to renew this Lease for up to three (3) consecutive periods of five (5) years each (each a "Renewal Term") on the terms and conditions provided in this Lease by giving Landlord written notice of its intention to renew on or before ninety (90) days prior to the end of the initial term or Renewal Term(s), as applicable. Each Renewal Term is subject to the same provisions, terms and conditions that apply throughout this Lease to the initial term; provided, however, that: (a) other than the Renewal Terms, there will not be any additional extension option; and (b) the Base Rent shall increase annually at 2.5% and Operating Rent shall continue to increase from year-to-year as described below.

3. **Use.** Tenant may use the Leased Premises as general office space for the City's Community Justice Center and for purposes incidental thereto. Tenant may not change the use of the Leased Premises without the prior written consent of Landlord. Tenant shall not use the Leased Premises for any purpose or use in violation of any federal, state or municipal law, regulation or ordinance.

4. **Rent Obligations.** Tenant shall pay the Landlord, without offset, set-off or deduction for any reason, rent for the Leased Premises during the term of this Lease as follows:

4.1. **Base Rent.** Commencing on the Commencement Date, Tenant shall pay to Landlord the Base Rent of Twenty-Seven Thousand Nine Hundred Twelve Dollars (\$27,912.00) per year, payable in monthly installments of Two Thousand Three Hundred Twenty-Six Dollars (\$2,326.00).

The Base Rent will increase annually by 1.5% for the first five years, 2% for the second five years, and 2.5% for the remaining four years, as outlined in Appendix I, attached hereto and incorporated herein by reference.

4.2. **Operating Rent.** The Operating Rent covers direct expenses incurred by Landlord, outlined in Appendix I, including property taxes, property and liability insurance, management fee and administrative costs, snow removal, grounds, trash removal, life safety system inspections and repair and general maintenance and repairs of

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the common areas of the Premises. Commencing on the Commencement Date, Tenant shall pay to Landlord the Operating Rent of Thirty-Five Thousand Nine Hundred Sixteen Dollars (\$35,916.00) per year, payable in monthly installments of Two Thousand Nine Hundred Ninety Three Dollars (\$2,993.00).

4.3 Tenant Utility Charges. Utility Charges are not included in the Base Rent or Operating Rent and shall be paid by Tenant. Such charges include bills due for heating fuel, electricity, water and sewer, telephone and other similar services for the Premises directly to the companies providing the services. The Leased Premises will be separately metered for electricity, heating fuel, water and sewer. Tenant is responsible for arranging for these utilities to be put in their name and then for payments associated to that meter or meters. In addition, Tenant shall pay any penalties assessed for late payment of such bills and shall repay Landlord for any such bills Landlord may pay due to Tenant's failure to do so. Landlord reserves the right to separately meter any utility services not currently separately metered, and thereafter Tenant shall pay to Landlord or to the suppliers of such services the charges for such services based upon Tenant's usage. In addition, Tenant also shall be solely responsible to pay all taxes or similar charges on inventory and personal property owned by Tenant.

5. Annual Adjustment, Operating Rent. At the close of Landlord's fiscal year (September 30th), Landlord will prepare a statement reconciling the Operating Rent collected, versus the actual operating expenses reasonably incurred for the year. Within 30 days, Tenant will reimburse Landlord for any amount owed. Any credit due to the Tenant will be applied to the next Operating Rent Payment due.

On the first month of Landlord's fiscal year (October 1), the amount of the monthly Operating Rent will be adjusted, based on the operating budget prepared by the Landlord. The Landlord shall present the budget to the Tenant 60 days prior to the start of the new fiscal year. The Operating Rent will increase annually by not less than Three Percent (3%) but not more than Five Percent (5%), exclusive of property taxes and insurance which will adjust based on the actual costs incurred.

6. Security and Damage Deposit. The Tenant shall pay to Landlord a Security and Damage Deposit in the amount of _____ Dollars (\$____.00) which shall be paid prior to the Commencement Date. Except as provided herein, such Deposit thereon shall be returned to Tenant within thirty (30) days of Tenant's vacating the Leased Premises. THIS DEPOSIT MAY NOT BE USED BY TENANT FOR PAYMENT OF ANY RENTS, SUMS OR OTHER CHARGES UNDER THIS LEASE. Upon expiration or termination of this Lease, except if this Lease is terminated due to the act or omission of Landlord, casualty or eminent domain, Tenant shall leave the Leased Premises "broom clean" and in the same condition as when accepted, reasonable wear and tear and the elements

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excepted. If the Leased Premises are not in such condition, reasonable charges for repairs and/or cleaning may be withheld from the Deposit upon completion of such repairs or cleaning or upon obtaining an estimate of the cost of such repairs or cleaning, whichever shall first occur. Should the charges or costs of repairs or cleaning exceed the Tenant's Deposit, Tenant hereby agrees to pay all excess amounts reasonably incurred for such repairs or cleaning. Landlord shall be permitted to retain any part of or all of the Deposit for any unpaid rent, sums or other charges required to be paid to Landlord by Tenant under this Lease.

7. Rent Payment Date. The rents shall be paid in advance on or before the first (1st) day of each month during the term of the Lease. The parties stipulate that time is of the essence concerning payment of the rent in full on the day due and that any delay in such payment may be cause for an event of default.

8. Place of Payment, Form of Payment, Past Due Rent and Returned Checks. The Tenant shall, without offset, set-off or deduction for any reason pay rents to Landlord on or before the day due at its offices in Burlington, Vermont, or at such other place as Landlord shall designate in writing to the Tenant. Payment of rent shall be in U.S. Dollars, in cash or by bank or local check. If Tenant shall fail to pay rent when such rents are due and payable, such failure may be cause for an event of default in accordance with Paragraph 12 of the General Conditions. Notwithstanding an event of default, Tenant shall pay Landlord a per day late fee of two percent (2%) of the overdue monthly installment not paid on or before the first day of the calendar month for such rent is overdue; provided, however, the late fee for each month shall not exceed ten percent (10%) of the overdue monthly installment. Further, if Tenant shall fail to pay rent within ten (10) days from the date due, such unpaid amounts shall bear interest from the due date to the date of payment at the lesser of eighteen percent (18%) per annum or the maximum rate allowed by law, and thereafter Landlord shall thereafter have the right to demand payment by cashier's check, certified check or money order.

9. General Conditions. The Lease includes and shall be subject to the provisions set forth in the General Conditions attached to this Lease as **Exhibit A**. The Tenant acknowledges and agrees it has read and understands the terms of the General Conditions and agrees that the General Conditions are part of the Lease. In case of any conflict between the main body of this Lease (the "Dispositive Agreement") and the General Conditions, the Dispositive Agreement shall control.

10. Notices. Prior to occupancy by Tenant, any notices to be given pursuant to this Lease shall be sufficient if given in writing by U.S. mails, certified mail or registered mail, return receipt requested, postage prepaid, and addressed shown below.

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To Landlord: Champlain Housing Trust, Inc.
88 King Street
Burlington, Vermont 05401

To Tenant: CEDO, City of Burlington
City Hall
149 Church Street
Burlington, Vermont 05401

Other person and/or address as may be specified subsequent to Tenant's occupancy by the party entitled to notice,
so long as such specification is made in accordance with the terms of this Paragraph.

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IN WITNESS WHEREOF, the parties have executed this Lease as on the day and year first above written.

In Presence of:

LANDLORD: Post Apartments Housing Limited Partnership
By: BCLT Rental Development, Inc.

Helen A. Rook

By:

Maria L. G.
Duly Authorized Agent

By: EN 2023, Inc.

By:

Kate B.
Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

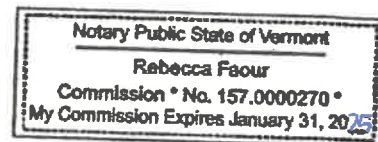
At Burlington, in said County, this 16 day of October, 2024, personally appeared, Miranda Lescaze, duly authorized agent of BCLT Rental Development, Inc., general partner of Post Apartments Housing Limited Partnership, and he/she acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed and the free act and deed of BCLT Rental Development, Inc. and Post Apartments Housing Limited Partnership.

Before me:

Rebecca Faour

Notary Public

Commission Expires:



STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington, in said County, this 21 day of October, 2024, personally appeared, Kathy Beyer, duly authorized agent of EN 2023, Inc., general partner of Post Apartments Housing Limited Partnership, and he/she acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed and the free act and deed of EN 2023, Inc. and Post Apartments Housing Limited Partnership.

Before me:

[Signature]

Notary Public

Commission Expires:

Susan Krajac
Notary Public State of Vermont
Commission #: 157.0015806
Commission Expires: 01/31/25

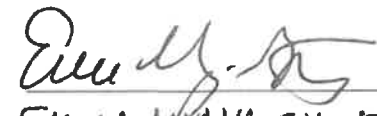
In Presence of:

TENANT:

Tenants Initials EM

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Heidi O. Nepveu

By:  (signature)
EMMA M. STANAK (print)
Its: Mayor

STATE OF VERMONT

CHITTENDEN COUNTY, SS.

At Burlington, in said County, this 16th day of October, 2024, personally appeared Emma M. Stanak, duly authorized agent of C.O.S., and he/she acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed and the free act and deed of _____.

Before me: 
Notary Public
Commission Expires: 1/31/2025



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Exhibit B
GENERAL CONDITIONS

1. Acceptance of Leased Premises. Tenant will accept and possess the Leased Premises, as identified and described in paragraph 1 of the Lease, upon the Commencement Date identified in paragraph 2 of the Lease.

2. Alterations. Tenant shall not make any alterations to the Leased Premises without the express prior written consent of Landlord. As a condition of Landlord's consent, Tenant shall indicate in writing those alterations which will remain at the termination or expiration of the Lease or those which Tenant will remove at the termination or expiration of the Lease. Installation of any such alterations, and the maintenance, repair or replacement thereof, shall be at Tenant's expense and shall comply with all applicable rules, regulations, laws, or order of any governmental authority, or any rules or conditions established by Landlord or Landlord's insurance carriers. Tenant shall obtain all necessary inspections and permits prior to making any alterations and shall obtain all necessary inspections and permits prior to using altered premises, at Tenant's expense. Landlord shall have the right to have the alterations inspected at any time by its own agents, architects or engineers. Tenant shall make or pay for any repairs or replacements caused for any reason whatsoever because of any alterations made by Tenant.

If any alterations are made without the prior written consent of Landlord, Landlord may correct or remove the same, and Tenant shall be liable for all expenses so incurred by Landlord.

Any movable trade fixtures, furniture, machinery or equipment installed during the term of this Lease or prior to the commencement hereof by and at the expense of Tenant shall remain the sole property of Tenant and shall be removed by Tenant upon termination or expiration of this Lease, unless Landlord shall consent in writing to such remaining on the Premises. Any damage done to the Premises caused by removal of Tenant's movable trade fixtures, furniture, machinery or equipment shall be repaired by Tenant at Tenant's sole cost and expense. All other property permanently attached or built upon the Premises shall, at the option of Landlord, either be and become the property of Landlord and shall remain the property of Landlord at the termination or expiration of this Lease or shall be removed by Tenant upon termination or expiration of this Lease and any damages done to the Premises caused by such removal shall be at Tenant's sole cost and expense.

Tenant shall be responsible for the making of all alterations to the Leased Premises which are or become necessary to comply with the Americans with Disabilities Act (the "ADA") because of any action, use, or characteristic of Tenant or in order to accommodate the needs of any employee of Tenant or any visitor, licensee or invitee to the Premises, and Tenant shall comply with the foregoing paragraphs with respect to all such alterations.

3. Care of Premises. Landlord shall maintain in a reasonable state of repair and maintenance the exterior of the building, including the roof, and the structural elements of the building and all common utility lines and common fixtures, all common plumbing and septic lines serving the Premises.

Landlord shall maintain in a reasonable state of repair and maintenance of the Premises outside the building, including groundskeeping and snow removal.

Landlord shall provide trash removal for normal commercial use. Any use by Tenant in excess of such normal commercial use shall be the sole responsibility of and at the sole expense of the Tenant. Tenant shall separate compostable and recyclable materials as required by local and state ordinances.

Landlord shall ensure any common areas of the Premises used by Tenant (e.g., parking areas, sidewalks, trash enclosures, etc.) comply with the ADA and other disability access laws. Landlord shall also ensure, to the extent accessibility is not dependent upon Tenant's use or modification of the Leased Premises, that the Leased Premises comply with all such laws.

Tenant shall be responsible for maintenance, good care, upkeep and repair of all other elements of the Leased Premises including, but not limited to, all non-load-bearing walls, all non-structural elements, including all doors, windows, and glass, and any and all mechanical systems or devices which Tenant installs in the Premises. The Tenant shall, at its own expense, keep and maintain the said Premises and every part thereof, in good order and repair and in a clean and sanitary condition at all times.

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The Tenant herein agrees to maintain a minimum temperature of at least 40 degrees Fahrenheit within the Leased Premises at all times of the Tenant's occupancy of said Premises on a regular basis in order to insure that the mechanical systems servicing said Premises are functioning properly. The Tenant hereby covenants and agrees to be responsible during the term of this Lease for any and all repairs caused by Tenant's failure to properly maintain the temperature in said Premises.

Tenant will not install any safes, heavy fixtures, shelving, files, library stacks, equipment or machinery which would place a load upon any floor exceeding the floor load per square foot which such floor was designed to carry. All damage done to the building or any part thereof by installing or removing such items or due to any of them being in the Premises, shall be repaired at the expense of Tenant.

Tenant shall within a reasonable time report in writing to Landlord any defective condition in the structural condition actually known to it which the Landlord may be required to repair, and absent Landlord's actual or constructive knowledge of the condition, the failure to so report shall make the Tenant responsible for foreseeable damages resulting from such defective condition. Breakage, injury or damage to the Premises or Entire Premises caused by Tenant, its agents, servants, employees or invitees shall be immediately repaired by Tenant at its expense, except to the extent of any contributory fault by Landlord, in which case the expense shall be borne equitably. Entire premises is defined as the entire property owned by Post Apartments Housing Limited Partnership at 176 South Winooski Avenue.

In the event that Tenant is responsible for any repairs or maintenance of a defective condition which the Tenant may be required to undertake, the Tenant shall diligently undertake to repair or maintain the same. If the Tenant does not so repair or maintain, the Landlord may at its option, undertake said repairs or maintenance and the charges and costs of such repair or maintenance shall be paid by Tenant in accordance with the Lease. Tenant shall, at all times, comply with local and state fire regulations, health and safety codes.

4. Mechanic's and Materialmen's Liens. Tenant shall keep the Entire Premises and/or the Leased Premises free and clear from all mechanic's and materialmen's liens and other liens for labor done, services performed, materials contributed, used or furnished in or about the Leased Premises, for or in connection with any operation of Tenant, or any alteration, improvement, repair or addition which Tenant may make or permit or cause to be made on or about the Leased Premises. If such a lien is filed against the fee estate of Landlord, Tenant shall, upon Landlord's demand, immediately escrow suitable money or provide other means of surety sufficient to obtain the discharge of said lien.

5. Casualty Insurance and Damage to Premises. Landlord will insure the Leased Premises against loss by fire and other casualty, as reasonably determined by the Landlord. Tenant shall be responsible for maintaining any and all insurance upon Tenant's improvements and contents in the Premises, of whatever nature and wherever situated, and Landlord shall not be held responsible for any damage thereto.

In the event that the Premises shall be destroyed or damaged by fire, lightning, tempest or any similar peril, the following terms and conditions shall apply:

(a) If in the opinion of Landlord (which opinion shall be made after consultation with appropriate professionals), which shall be given by written notice to Tenant within TWENTY (20) DAYS of the happening of such damage or destruction, (i) the damage or destruction is such that more than fifty percent (50%) of the Leased Premises are rendered wholly unfit for Tenant's use or it is impossible or unsafe to use and occupy them; and ii) the damage cannot be repaired within reasonable diligence with ONE HUNDRED EIGHTY (180) DAYS from the damage or destruction, either Landlord or Tenant may, within FIVE (5) DAYS next succeeding the giving of Landlord's opinion as aforesaid, terminate this Lease by giving to the other notice in writing of such termination, in which event the term of this Lease shall cease and be at an end as of the date of such destruction or damage and the rent and all other payments for which Tenant is liable under the terms of this Lease shall be apportioned and paid in full to the date of such destruction or damage. In the event that neither Landlord nor Tenant so terminates this Lease, Landlord shall diligently repair or rebuild the Premises and rent shall abate until the damage shall be made good to the extent of enabling Tenant to use and occupy the Premises for the purposes specified in the Lease.

(b) [Reserved.]

(c) If, in the opinion of Landlord (which opinion shall be made after consultation with appropriate professionals)

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and which shall be given to Tenant within TWENTY (20) DAYS from the happening of such damage, the damage or destruction is such that more than fifty percent (50%) of the Leased Premises are capable of being used for the purposes for which leased, Landlord shall use due diligence to rebuild the Leased Premises and Tenant shall not have any right to surrender possession of the Leased Premises, terminate this Lease or violate any of its provisions, but until the damage has been repaired, the rent shall abate in proportion to that part of the Leased Premises which is rendered unfit for occupancy bears to the whole of the Leased Premises.

6. Liability Insurance. Tenant agrees to maintain throughout the term of this Lease, at Tenant's cost, a policy or policies of general liability insurance, naming as insured both Landlord and Tenant, against all claims or demands for personal injuries to or death of any person, and damage to or destruction or loss of property, except for claims, demands or damages resulting from the intentional or negligent acts or omissions of the other party or its agents, which may have or be claimed to have occurred in or about the Leased Premises, in the amount of not less than One Million Dollars (\$1,000,000) for injury to or death of one or more persons, in any single accident, and for not less than One Million Dollars (\$1,000,000) for damage to or destruction of loss of property. The Tenant shall deliver to the Landlord a certificate of such insurance coverage by the Lease Commencement Date and upon the commencement of each Lease Year thereafter.

If provided by Landlord, Tenant shall comply with the reasonable rules and requirements of all insurance companies having policies of any kind whatsoever in effect covering the Premises, including policies insuring against tort liability.

Tenant shall not do or commit any act upon the Premises or bring into or keep upon the Leased Premises any article which will affect the fire risk or increase the rate of fire insurance or other insurance on the Premises. In no event shall any flammable materials, explosives, or hazardous or toxic materials or substances be taken into the Leased Premises and retained therein. Should the rate of any type of insurance on Landlord's Premises be increased by reason of violation of this Lease by Tenant or by the use made of the Leased Premises by Tenant, Landlord, in addition to all other remedies, may pay the amount of such increase and the amount so paid shall be paid by Tenant in accordance with Paragraph 4.2 of the Lease.

Neither Landlord nor Tenant shall be liable to the other for any business interruption or any loss or damage to property or injury to or death of persons occurring on the Premises or adjoining property, or in any manner growing out of or connected with the Tenant's use of the Premises, whether or not caused by the negligence or other fault of Landlord or Tenant or of their respective agents, employees, subtenants, licensees or assigns. This release shall apply only to the extent that such business interruption, loss or damage to property, or injury to or death of persons is covered by insurance, regardless of whether such insurance is payable to or protects the Landlord or Tenant or both. Landlord and Tenant shall each attempt in good faith obtain a waiver of subrogation in favor of the other under any policy of insurance to which this paragraph may apply; provided that neither party shall be obligated to obtain a waiver of subrogation if the other party is unable to obtain such a waiver. Nothing in this paragraph shall be construed to impose any other or greater liability upon either Landlord or Tenant than would have existed in the absence of this paragraph. This release shall be in effect only so long as the applicable insurance policies contain a clause to the effect that this release shall not affect the right of the insured to recover under such policies. Such clauses shall be obtained by the parties whenever possible.

7. Force Majeure. Landlord shall not be liable for failure to perform any of its obligations hereunder, or for damage or loss to the Tenant if such failure, damage or loss is caused by Acts of God or of the State, fire or other casualty, war, disaster, riots, strikes, lockouts, force majeure, or any similar circumstances, or circumstances attributable to the Tenant or other emergency or cause beyond the reasonable control of Landlord.

Tenant shall not be liable for failure to perform any of its obligations hereunder, or for damage or loss to the Landlord if such failure, damage or loss is caused by Acts of God or of the State, fire or other casualty, war, disaster, riots, strikes, lockouts, force majeure, or any similar circumstances, or circumstances attributable to the Landlord or other emergency or cause beyond the reasonable control of Tenant.

8. Indemnification. Tenant shall indemnify and hold Landlord harmless against any and all claims, damages, suits or causes of action for damages, and any orders, decrees or judgments which may be entered therein, brought for damages or alleged damages resulting from any injury to person or property, or for loss of life sustained in or about the Leased Premises or the Premises from any act or failure to act by Tenant or Tenant's agents, officers, employees, contractors, customers or other persons. Tenant shall, if Landlord so determines and requires, at Tenant's own cost and expense, defend any and all suits or actions which may be brought against Landlord or in which Landlord may be implicated in connection with any such acts or

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omissions.

9. Inspection. Tenant agrees that Landlord and its agents and other representatives, shall have the right to enter into and upon the Leased Premises, or any part thereof, for the purpose of examining the same or making such repairs or alterations therein as may be necessary for the safety and preservation or the repair of any part or portion of the building of which the Leased Premises are a part. Tenant will also permit Landlord, upon reasonable notice and at all reasonable hours, to show the Leased Premises to prospective purchasers and tenants. At any time within six months prior to the expiration of this Lease or upon termination for default, Tenant will permit reasonable notices of lease or sale to be affixed to any part of the Leased Premises.

10. Assignment and Subletting. Tenant shall not assign, mortgage, pledge or encumber this Lease or the Leased Premises, or sublet the whole or any part of the Leased Premises, without Landlord's prior written consent.

11. Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than any rents or sums herein stipulated shall be deemed to be other than an account of the earliest stipulated rents or sums, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent or any sums be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

12. Default. If any one or more of the following events (herein sometimes referred to as "events of default") shall happen, and notwithstanding any special considerations specified in paragraph 2 of the Lease:

(a) If default shall be made in the due punctual payment of any rent payable under this Lease, or any part thereof, when and as the same shall become due and payable, and such default shall continue for a period of fourteen (14) days after the due date; or

(b) If default shall be made by Tenant in the performance or compliance with any of the agreements, terms, covenants or conditions in this Lease provided, other than those referred to in the foregoing subparagraph (a) of this Paragraph 12, for a period of thirty (30) days after written notice from Landlord to Tenant by certified mail, return receipt requested, or by personal delivery specifying the items in default, or in the case of a default or contingency which cannot with due diligence be cured within said thirty (30) day period, if Tenant fails to commence within said thirty (30) day period thereafter to prosecute the curing of such default with due diligence (it being intended in connection with a default not susceptible of being cured with due diligence within said thirty (30) day period, that the time of Tenant within which to cure the same with due diligence shall be extended for such period as reasonably determined by Landlord); or

(c) Holding Over. If Tenant remains in possession of the Leased Premises or any part thereof, after expiration of the term hereof or after the termination of the Lease for default, no renewal or extension of this Lease shall result therefrom unless Landlord agrees in writing to such possession and Landlord and Tenant agree in writing to the terms and conditions of such renewal or extension. If Landlord shall not consent to Tenant remaining in possession of the Premises or any part thereof after the expiration of the term hereof or after the termination of the Lease for default, or if Landlord and Tenant cannot agree in writing to the terms and conditions of renewal or extension, including agreement as to rents for any option term, then Tenant shall be a tenant at will for the period from the date of expiration of the term or the termination of the Lease for default until the day Tenant surrenders possession of the Premises. Tenant hereby agrees that such tenancy at will shall be upon all the same terms, conditions, and covenants of this Lease, except that the "Base Annual Rent" in effect immediately before expiration of the term of the Lease or immediately before the termination of the Lease for default shall be doubled. In addition, Tenant agrees to pay Landlord's attorney's fees and related costs if Landlord must take legal action to evict or eject Tenant who is holding over.

13. Signs, Awnings and Canopies. Tenant will not place or suffer to be placed or maintained on any exterior door, wall or window of the Leased Premises any sign, awning or canopy, or advertising matter or other thing of any kind, nor any decoration, lettering or advertising matter on the glass of the exterior window or door of the Leased Premises, without first obtaining (i) Landlord's express written consent, which consent shall not be unreasonably withheld or delayed; and (ii) City of Burlington zoning and sign permit approval. If Landlord's consent is obtained, Tenant agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter or other thing, as may be approved, in good condition and repair at all times and in compliance with all zoning and sign regulations. Landlord expressly reserves the right, and Tenant acknowledges such

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right reserved to Landlord, to modify, alter, dismantle, relocate or otherwise amend the design, size, location and/or dimensions of the free standing master sign for the Entire Premises.

14. Waste or Nuisance. Tenant shall not commit or suffer to be committed any waste upon the Leased Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other occupant in the Entire Premises. Further, the Tenant shall in no manner create any nuisance or trespass, nor take any action which will vitiate the insurance or increase the rate of insurance on the Entire Premises.

15. Quiet Enjoyment. Upon payment by the Tenant of the rents herein provided for, and upon the observance and performance of all of the agreements, covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the lease term without hindrance or interruption by Landlord or Landlord's agents, or anyone claiming contrary to Landlord, subject, nevertheless, to the terms and conditions of this Lease and mortgages and other matters to which this Lease is subordinate and subject to Landlord's reserved rights, all of which are hereby consented to by Tenant, including, but not limited to, (a) the right to grant to anyone the exclusive right to conduct any particular business or undertaking in the Entire Premises not inconsistent with Tenant's then actual use of the Premises; and (b) the exclusive right to use, convey and/or lease the air and subsurface rights and the sidewalks and other exterior areas of the Entire Premises. Landlord may exercise any or all of the foregoing rights without being deemed to be guilty of an eviction, actual or constructive, or a disturbance or interruption of the business of Tenant or of Tenant's use or occupancy of the Premises.

16. Governmental Regulations. Tenant, at Tenant's sole cost and expense, shall comply with all requirements of all county, municipal, state, federal or other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Tenant's use of said Leased Premises.

17. Hazardous Material(s). Tenant hereby agrees that all operations or activities upon, or any use or occupancy of the Premises, or any portion thereof, by Tenant, its assignees, subtenants, and their respective agents, servants, employees, representatives and contractors (collectively, "Tenant Affiliates"), throughout the term of this Lease, shall be in all respects in compliance with all Applicable Law then governing or in any way relating to the generation, handling, manufacturing, treatment, storage, use, transportation, release, spillage, leakage, dumping, discharge or disposal of any Hazardous Material (defined below).

(a) In the event Tenant, or Tenant's Affiliates, fail to comply with any Applicable Law or other requirements regarding protection of the environment, public health, or safety, Tenant further agrees to indemnify, defend and hold Landlord harmless from any and all claims, actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities, interest or losses, including reasonable attorneys' fees and expenses, consultant fees, and expert fees, together with all other costs and expenses of any kind or nature that arise during or after the Term of this Lease, directly or indirectly, from or in connection with the presence, suspected presence, release or suspected release of any Hazardous Material in or into the air, soil, surface water or groundwater at, on, about, under or within the Premises, or any portion of either thereof as a result of such failure by Tenant or Tenant's Affiliates.

(b) In the event any investigation or monitoring of site conditions or any clean-up, containment, restoration, removal or other remedial work (collectively, the "Remedial Work") is required under any Applicable Law, by any judicial order, or by any governmental entity as the result of operations or activities upon, or any use or occupancy of any portion of the Premises by Tenant or Tenant Affiliates, then, at Landlord's option, either Tenant shall perform or cause to be performed the Remedial Work in compliance with such Applicable Law or Landlord may cause the Remedial Work to be performed and Tenant shall reimburse Landlord within ten (10) days of demand therefor. All Remedial Work performed by Tenant shall be performed by one or more contractors, selected by Tenant and approved in advance in writing by Landlord, and under the supervision of a consulting engineer selected by Tenant and approved in advance in writing by Landlord. All costs and expenses of such Remedial Work shall be paid by Tenant, including, without limitation, the charges of such contractor(s), the consulting engineer, and Landlord's reasonable attorneys' fees and costs incurred in connection with monitoring or review of such Remedial Work. Nothing in this Subsection shall affect any of Landlord's rights (or Tenant's obligations) pursuant to the other provisions of this Paragraph 17 above or elsewhere in this Lease.

As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or

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becomes regulated by any local governmental authority, the State of Vermont or the United States Government, including, without limitation, any material or substance which is (i) defined or listed as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance" or "hazardous material" under any Applicable Law; (ii) petroleum; or (iii) asbestos.

"Applicable Laws" or "Applicable Law" means any and all federal, state and local laws, statutes, codes, rules, regulations, orders, conditions or ordinances imposed or established by any governmental entity, agency or division or any court of competent jurisdiction relative or otherwise applicable to the zoning or environmental condition of the Entire Premises or the Premises, construction, leasing or use of the same or any building thereon, now or hereafter promulgated, affecting the Entire Premises or the Premises.

18. Successors and Assigns. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing as provided in Paragraph 10 hereof.

19. Waiver. The waiver by either party of any breach by the other of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant or condition. No covenant, term or condition of this Lease shall be deemed to have been waived by either party unless such waiver be in writing, notwithstanding the passage of time.

The subsequent acceptance of rent or other sums hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental or sum so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent or other sum.

20. Entire Agreement. This Lease sets forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises, and there are no covenants, promises, agreements, conditions or understandings, oral or written, between them other than as herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced in writing and signed by the party against whom such alteration, amendment, change or addition is to be enforced.

21. Personal Liability. If Landlord or any successor in interest of Landlord shall be a mortgagee or an individual, joint venture, tenancy in common, firm or partnership, general or limited, it is specifically understood on the part of such mortgagee or such individual or on the part of the members of such firm, partnership or joint venture that with respect to any of the terms, covenants, and conditions of this Lease, Tenant shall look solely to the equity of Landlord or such successor in interest in the Entire Premises, or to the leasehold estate of Landlord or such successor therein, for the satisfaction of each and every remedy of Tenant in the event of any breach by Landlord or by such successor of any of the terms, covenants and conditions of this Lease to be performed by Landlord, such exculpation of personal liability to be absolute and without any exception whatsoever.

22. Captions, Headings. The captions, section numbers and headings appearing in this Lease are inserted only as a matter of convenience, and in no way define, limit, construe or describe the scope or intent of such sections or articles, nor in any way affect this Lease.

23. Partial Invalidity. If any term, covenant or condition of this lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

24. Recording. Tenant shall not record this Lease without the written consent of Landlord. However, upon the request of either party hereto, the other party shall join in the execution of a Memorandum of Lease or Redacted Lease for the purposes of recordation. Said Memorandum of Lease shall describe the parties, the Leased Premises and the term of this Lease and shall incorporate such other terms (except rental terms) as the parties deem necessary.

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25. Consent to Jurisdiction; Waiver. TENANT HEREBY IRREVOCABLY AND UNCONDITIONALLY (A) SUBMITS TO PERSONAL JURISDICTION IN CHITTENDEN COUNTY IN THE STATE OF VERMONT OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS LEASE, AND (B) WAIVES ANY AND ALL PERSONAL RIGHTS UNDER THE LAWS OF ANY STATE (I) TO OBJECT TO JURISDICTION WITHIN THE STATE OF VERMONT OR VENUE WITHIN THE STATE OF VERMONT, AND (II) TO THE RIGHT, IF ANY, TO CLAIM OR RECOVER ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN ACTUAL DAMAGES. THE TENANT AGREES THAT, IN ADDITION TO ANY METHODS OF SERVICE OF PROCESS PROVIDED FOR UNDER APPLICABLE LAW, ALL SERVICE OF PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING MAY BE MADE BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED DIRECTED TO THE TENANT AT THE ADDRESS SET FORTH IN THIS LEASE, AND SERVICE SO MADE SHALL BE COMPLETE FIVE (5) DAYS AFTER THE SAME SHALL BE SO MAILED. NOTHING CONTAINED HEREIN, HOWEVER, SHALL PREVENT THE LANDLORD FROM BRINGING ANY SUIT, ACTION OR PROCEEDING OR EXERCISING ANY RIGHTS AGAINST THE TENANT, AND AGAINST ANY PROPERTY OF THE TENANT, IN ANY COUNTY OF VERMONT OR ANY OTHER STATE OR FOREIGN COUNTRY. INITIATING SUCH SUIT, ACTION OR PROCEEDING OR TAKING SUCH ACTION IN ANY OTHER JURISDICTION SHALL IN NO EVENT CONSTITUTE A WAIVER OF THE AGREEMENT CONTAINED HEREIN THAT THE LAWS OF THE STATE OF VERMONT SHALL GOVERN THE RIGHTS AND OBLIGATIONS OF THE TENANT AND THE LANDLORD HEREUNDER OR THE SUBMISSION HEREIN BY THE TENANT TO PERSONAL JURISDICTION WITHIN THE STATE OF VERMONT.

THE TENANT ACKNOWLEDGES THAT THE LEASE IS A COMMERCIAL TRANSACTION AND HEREBY WAIVES ITS RIGHT TO NOTICE AND HEARING UNDER APPLICABLE LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH THE LANDLORD MAY DESIRE TO USE.

26. Subordination of Lease. Tenant agrees and acknowledges that this Lease is subordinate to any and all existing mortgages recorded and constituting a lien against Leased Premises and property and further acknowledges and agrees that this Lease shall be automatically subordinate to any future mortgage lien of record against said Leased Premises and property or any portion thereof. Tenant further agrees to execute, within fifteen (15) days after a request therefor, any and all documents required by any party or financial institution to confirm such subordination. Tenant hereby constitutes and appoints Landlord the Tenant's attorney-in-fact to execute any such certificate or certificates for and on behalf of Tenant.

Tenant shall, if provided to it and at its expense, comply with all reasonable requirements and notices of any financial institution(s) providing funds to finance or refinance the construction of the Entire Premises or providing funds for the permanent financing or refinancing of the Entire Premises, respecting all matters of occupancy, use, condition or maintenance of the Premises provided the same shall not unreasonably interfere with the conduct of Tenant's business nor materially limit or affect the rights of the parties under this Lease. In addition, notwithstanding acceptance and execution of this Lease by the parties hereto, it is understood and agreed that the terms hereof shall be automatically deemed modified, if so required, for the purpose of complying with or fulfilling the reasonable requirements of any lender secured by a mortgage or deed of trust which may now or hereafter be placed or secured upon the Entire Premises by any financial institution providing funds to finance or refinance the construction of the Entire Premises or providing funds for the permanent financing or refinancing of the Entire Premises; provided, however, that such modifications shall not be in material derogation or diminution of any of the rights of the parties hereunder, nor materially increase any of the obligations or liabilities of the parties hereunder. In the event that any lender requires changes to this Lease as described above, Landlord may submit to Tenant a written amendment to this Lease incorporating such changes, and Tenant hereby covenants and agrees to execute, acknowledge and deliver such amendments to Landlord within fifteen (15) days after Tenant's receipt thereof.

Landlord will use its good faith reasonable best efforts to obtain from any mortgagee an agreement in which mortgagee will attorn to the rights of Tenant under this lease.

27. Condemnation or Eminent Domain. If, at any time during this Lease or extension thereof, title to a substantial portion (defined as the untaken part being insufficient for economic or feasible operation by Tenant) of the Leased Premises shall be taken by exercise of the right to condemnation or eminent domain or by agreement between Landlord and those authorized to exercise such right (all such proceedings being collectively referred to herein as a "taking in condemnation"), this Lease shall terminate and expire on the date of such taking and the rent shall be apportioned and paid to the date of such taking. Any

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award for the value of the land, buildings and improvements (except for any fixtures that are the property of Tenant) and loss of rent from Tenant shall belong to Landlord. Any award for loss of rentals on subleases shall belong to Tenant.

If the title to less than a substantial portion of the Leased Premises shall be taken in condemnation so that the business conducted on said Premises can be continued without diminution, this Lease shall continue in full force and effect. If the taking is not considered a substantial portion but does result in a diminution of the business conducted by Tenant, then the Lease shall continue but the net rent from and after the date of the vesting of title in the condemnor shall be equitably reduced in the proportion that the area of the part taken or condemned bears to the total area of the Leased Premises immediately prior to such condemnation. Any award for the value of the land, buildings and improvements and for loss of rent from Tenant shall belong to Landlord. Any award or loss of rentals on subleases or Tenant improvements shall belong to Tenant.

28. Joint and Several Liability. In the event that two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this Lease as Tenant or guarantee this Lease as Guarantors, the liability of each such individual, corporation, partnership or other business association to pay Rent and perform all other obligations hereunder shall be deemed to be joint and several. In like manner, in the event that the Tenant named in this Lease shall be a partnership or other business association, the members of which are by virtue of statute or general law subject to personal liability, then, and in that event, the liability of each such member shall be deemed to be joint and several, except as provided in Paragraph 21. Notwithstanding any other provisions hereof, or of any rule or provision of law, the failure or refusal by Landlord to proceed, in the event of a breach or default by Tenant, against all the individuals, corporations, partnerships or other business associations comprising the Tenant (or any combination of two or more thereof) or against one or more of the Guarantors, if any, hereof shall not be deemed to be a release or waiver of any rights which Landlord may possess against such other individuals, corporations, partnerships, or associations not so proceeded against nor shall the granting by Landlord of a release of, or execution of a covenant not to sue, any one or more of the individuals, corporations, partnerships, or other business associations comprising the Tenant (or any combination of two or more thereof) or the Guarantors, if any, constitute a release or waiver, in whole or in part, of any rights which Landlord may possess against such other individuals, corporations, partnerships, or associations not so released or granted a covenant not to sue.

29. Estoppel Certificates. Tenant shall, without charge, at any time, and from time to time, within fifteen (15) days after receipt of request therefor by Landlord, execute, acknowledge and deliver to Landlord a written estoppel certificate certifying to Landlord, any mortgagee, ground lessor, assignee of a mortgagee or ground lessor, or any purchaser of the Entire Premises or any other person designated by Landlord, as of the date of such estoppel certificate, the following: (a) whether or not Tenant is in possession of the Premises; (b) whether or not this Lease is unmodified and in full force and effect (or if there has been a modification, that the Lease is in full force and effect as modified and setting forth such modification); (c) whether or not there are then existing any set-offs or defenses against the enforcement of any right hereunder (and, if so, specifying the same in detail); (d) the dates, if any, to which any rent or other charges have been paid in advance; (e) that Tenant has no knowledge of any then uncured defaults on the part of Landlord of Landlord's obligations under this Lease (or if Tenant has knowledge of any such uncured defaults, specifying the same in detail); (f) that Tenant has no knowledge of any event having occurred that authorizes the termination of this Lease by Tenant (or if Tenant has such knowledge, specifying the same in detail); and (g) the address to which notices to Tenant should be sent. Any such statement delivered pursuant hereto may be relied upon by Landlord or any prospective purchaser or mortgagee of the Entire Premises or any part thereof or estate therein. Tenant acknowledges that time is of the essence as to the delivery of such statements by Tenant and that Tenant's failure or refusal to do so may result in substantial damages to Landlord resulting from, for example, delays suffered by Landlord in obtaining financing or refinancing secured by the Entire Premises. In addition, Tenant's failure or refusal to deliver such certificates within the time period aforesaid shall be conclusive evidence as against Tenant (i) that this Lease is in full force and effect, without modification except as may be represented by Landlord, (ii) that there are no uncured defaults in Landlord's performance of obligations hereunder, and (iii) that not more than one month's installment of Base Annual Rent has been paid in advance of the due date. If there are reasonable legal expenses incurred by the Tenant as it relates to the estoppel certificate, then those reasonable legal expenses shall be paid to the Tenant by the Landlord.

30. Consent to Improvements, Alterations, or Expansion. Tenant agrees not to contest, appear as an adverse party, or in any other manner oppose or appeal, any application made by Landlord, or its designated agents or employees (Landlord Affiliates) to any governmental or municipal entity, board, commission or officer for improvements, alterations or expansion of or to the Entire Premises not in conflict with this Lease. Nothing herein shall be deemed to waive Tenant's land use and other regulatory authority over the Landlord Affiliates and the Premises.

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Board of Finance and City Council Submission Checklist

Version: April 2025

Department: CEDO Submitter: Kara Alnasrawi

Title/Subject: CDS Bryne Grant Lease Amendment

Approval Requested:

☐ Board of Finance

☐ City Council

☒ Both BOF and Council

Meeting Date:

Click or tap to enter a date.

Click or tap to enter a date.

2/17/2026

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	2/11/2026	Kara Alnasrawi
Mayor's Office	Yes	2/11/2026	Kara Alnasrawi
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	2/10/2026	Emmett Wood
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	2/10/2026	Emmett Wood
CAO for budget, financing, and memo	Yes	2/11/2026	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.

2026-2027 Tobacco License and Tobacco Substitute Endorsement Renewals
Regular City Council Meeting, Tuesday, February 17, 2026

Tobacco:

Artisan Vapor Company
Burlington Bay Market and Café
Downtown Quick Stop
802 BWS
Garcia Tobacco Shop
Simon's Store-Battery Park
Walgreens

Tobacco Substitute Endorsements:

Artisan Vapor Company
Downtown Quick Stop
802 BWS
Garcia Tobacco Shop
Simon's Store-Battery Park
Walgreens

EQR INFORMATION ONLY

Lori Olberg

From: Act250.Essex@vermont.gov
Sent: Tuesday, February 3, 2026 3:56 PM
To: todd@hulalakeside.com; afoley@rosecompanies.com; john.caulo@gmail.com; Act250.Legal@vermont.gov; Act250.Agenda@vermont.gov; Benjamin Traverse; Andrew Montroll; permitting@ccrpcvt.org; Act250.Essex@vermont.gov; Burlington Town Clerk; Sarah Montgomery; Lori Olberg; anr.act250@vermont.gov; barry.murphy@vermont.gov; PSD.VTDPS@vermont.gov; AOT.Act250@vermont.gov; AGR.Act250@vermont.gov; ACCD.ProjectReview@vermont.gov; kaitlin.hayes@vermont.gov
Subject: JO 4-509 Jurisdictional Opinion -- 125 Lakeside Avenue
Attachments: JO 4-509.pdf

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

*For complete information /
additional text, please
contact the City Clerk's Office*

Hello,

Please see attached Jurisdictional Opinion.

Thank you,

Adriene Katz | District Technician
Land Use Review Board
District 4 Environmental Commission
111 West Street
Essex Junction, VT 05452
(802) 879-5670
<https://act250.vermont.gov>

Emails and other written or recorded information produced or acquired in the course of public agency business are public records and may be subject to public examination under Vermont's Public Records Act.

FOR INFORMATION ONLY

Lori Olberg

From: ANR.ENBAdministrator@vermont.gov
Sent: Tuesday, February 3, 2026 5:20 PM
To: Burlington Town Clerk
Subject: Vermont Environmental Notice Bulletin Stakeholder Update by Location

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

For complete information,
additional text, please
contact the City Clerk's Office

You are receiving this message because you have been signed up to receive email notifications via the Vermont Agency of Natural Resources' Environmental Notice Bulletin (ENB). These notifications are intended to inform you of environmental activities relevant to your town or organization based on location or activity type.

Below are current activities for which you have been signed up to receive notifications. To view the details of these activities please visit the ENB. When one or more activities that match your specific criteria is posted to ENB, you will receive a single email notification compiling the information. If you have been signed up to receive updates step-by-step throughout the review process for these activities the updates will appear in the second half of the email.

To modify the subscription, please contact the staff person listed on the individual activity page or the ENB Administrator at anr.enbadministrator@vermont.gov.

Regards,
ENB Support
Vermont Agency of Natural Resources

Changes to Activities I'm Following

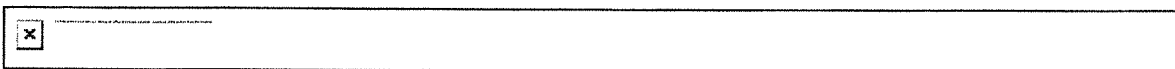
Activity Type	Activity/Project Name	Permit # / ID	Applicant	Town	Most Recent Update	Date	Status	ENB Link
Wetlands General Permit Authorization	52NorthCoveRoad-Burlington	2022-0967	Jackson Miller	Burlington	A draft decision for this activity has been reached and may be reviewed by visiting the ENB. Comments may be submitted through the ENB when the public comment period is open. The administrative	2026-02-03	Draft Decision - Public Comment Period	PN26.0002156

Lori Olberg

From: VLCT Training & Events <info@vlct.org>
Sent: Thursday, February 5, 2026 7:31 AM
To: Lori Olberg
Subject: February Attorney Office Hour

757-331-4525

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



February Attorney Office Hour

Join MAC attorneys for our monthly **live Q&A session open to all topics**. Bring your lunch and your questions—you might walk away with answers to questions you didn't even know to ask!

February 12 @ 12 PM
FREE

Register

Upcoming 2026 Live Attorney Office Hours:

Wednesday, March 11

April, *coming soon!*

May, TBD

June, TBD

July, TBD

August, TBD

September, TBD

October, TBD

November, TBD

December, TBD



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Vt. League of Cities & Towns | 89 Main St. Suite 4 | Montpelier, VT 05602 US

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FOR INFORMATION ONLY

Lori Olberg

From: Vermont Department of Housing and Community Development
<accd.dhcd@vermont.gov>
Sent: Friday, February 6, 2026 12:02 PM
To: Lori Olberg
Subject: CHIP goes live, Homes For All and 802 Homes Launch, and more...

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for complete information
additional text, please
contact the City Clerk's Office

AGENCY OF COMMERCE AND COMMUNITY DEVELOPMENT

[View this email in your browser.](#)

Department of Housing and Community Development

FEBRUARY 2026

COMMENTS FROM THE COMMISSIONER

This winter has proven to be a chilly one so far, but the hustle and bustle of the State House is keeping legislators warm and active this session. The Governor recently delivered his budget address and unveiled the Administration's budget proposal for state fiscal year 2027. With COVID-era federal dollars largely spent, and revenue projections trending downward, the budget environment is getting tighter than in past years.

That said, the Governor's budget does call for making the Vermont Housing Improvement Program (VHIP) permanent this year, and we are excited to talk with legislators about the impact of the program.

On the policy side, the department's priorities are included in H.602 in the House, and S.267 in the Senate. In broad strokes, those priorities include:

- Reforms to rebalance Act 250 and Act 181.

Lori Olberg

FOR INFORMATION ONLY

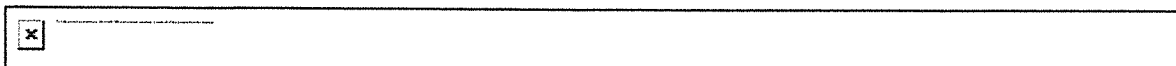
From: VLCT Advocacy News <info@vlct.org>
Sent: Monday, February 9, 2026 7:31 AM
To: Lori Olberg
Subject: VLCT's Advocacy Chat

2026-02-09 10:16

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

Tune in TODAY at 1 PM for VLCT's Advocacy Chat. It's not too late to register.

[Register Here](#)



Advocacy Chat

Tune in to learn what's happening in the State House during the 2026 legislative session. **Join Josh Hanford**, VLCT's Director of Intergovernmental Relations, and **Samantha Sheehan**, VLCT's Municipal Policy and Advocacy Specialist, **to learn what mid-session progress has been made** on the issues that matter most to local government. Also, hear what your municipal colleagues from around the state have to say about the hot topics and share your concerns for the legislature.

**February 9 @ 1 PM
FREE**

Register

Join us for additional chats on the following dates:

Monday, February 23, 2026
Monday, March 9, 2026
Monday, March 23, 2026
Monday, April 6, 2026
Monday, April 20, 2026
Monday, May 4, 2026



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Lori Olberg

FOR INFORMATION ONLY

From: VLCT Weekly Legislative Report <info@vlct.org>
Sent: Monday, February 9, 2026 1:12 PM
To: Lori Olberg
Subject: February 9, 2026

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



It's the day after the Super Bowl, and we're hoping our 2026 legislative season shapes up a little better than the Patriots' game did. The VLCT advocacy team spent last week mired in discussions over major land use issues. We think it's fair to say that we are putting up a strong offense for Act 181 reforms and a number of exciting new housing bills. We were surprised to be put on the defense with new proposals in the agriculture bills that would roll back municipal authority over non-farm animals. Meanwhile, the governor this week went public with his playbook for Act 181 reforms.

In this *Weekly Legislative Report*, we outline the House and Senate proposals to address municipal authority over agricultural activity, provide an update on proposed Act 181 reforms and debate, and are pleased to announce the opening of the CHIP application portal and upcoming VLCT CHIP programs.

As always, please stay in touch. We want to hear your ideas, feedback, and concerns.

Read the Weekly Legislative Report



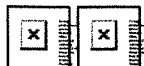
Advocacy Chat

Be sure to join us on **Monday, February 23 at 1 PM** for our next Advocacy Chat.

Register now!

Chats occur every other Monday. We rely on hearing your ideas and concerns as the session progresses. You can view previous Advocacy Chats on our website.

[Click here to view this email as a web page.](#)



Manage Your Preferences

Email mailings@vlct.org to subscribe or unsubscribe from the *Weekly Legislative Report*.

Vt. League of Cities & Towns | 89 Main St. Suite 4 | Montpelier, VT 05602 US

Lori Olberg

FOR INFORMATION ONLY

From: VLCT News <info@vlct.org>
Sent: Tuesday, February 10, 2026 3:54 PM
To: Lori Olberg
Subject: Wisdom and Leadership, Administering Elections, FEMA PA Info, and more

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

For complete information /
additional info, please
contact the City Clerk's Office

[News](#)

[Resources](#)

[Events](#)

[Advocacy](#)

[Careers](#)



You can still join the Governing All with Skill course for help combining the legal requirements of governing with effectively communicating & engaging with community members. The core element is eight self-paced educational modules focusing on the "psychology of governance" to equip you with crucial skills in diplomacy, conflict resolution, and dealing with complexity. Two additional elements help participants share their thoughts, experiences, and insights.

Announcements & Updates

Upholding Respect and Safety in Vermont's Election Administration

VLCT stands with a resolution recently adopted by the Vermont Municipal Clerks' and Treasurers' Association Executive Board. Here are many reasons why.

Wage Report Time for UI Trust Members

You can start filling in your 2025 wage report this week.

Plan Now to Update Contacts Soon After Town Meeting

Please update the names and contact information of elected officials in the VLCT MAP database soon after town meeting – so new officeholders can use our trainings and resources right away!

Small Project Pitfalls: New FEMA PA FAQs

Get clarity on two issues related to FEMA's Small Project procedure: changes to project scope and what happens when a project costs less than expected.

VEPC CHIP Application Portal Office Hours

Attend one of VEPC's six Office Hours sessions to learn how to submit a CHIP application through the State's GEARS portal.

Notable Resources

Common FEMA PA Audit Compliance Findings and How to Respond

Lori Olberg

FOR INFORMATION ONLY

From: VLCT Training & Events <info@vlct.org>
Sent: Wednesday, February 11, 2026 7:31 AM
To: Lori Olberg
Subject: February Attorney Office Hour

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

2025 FEB 11 AM 9:56

Tune in TOMORROW at 12 PM for Attorney Office Hour. It's not too late to register!

Register Now



February Attorney Office Hour

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**February 12 @ 12 PM
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Register

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Wednesday, March 11

April, *coming soon!*

May, TBD

June, TBD

July, TBD

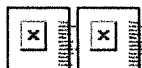
August, TBD

September, TBD

October, TBD

November, TBD

December, TBD



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Resolution Relating to

APPOINTMENT OF ACTING WARD THREE WARD
CLERK AND ACTING INSPECTORS OF ELECTION FOR
WARDS TWO, THREE, AND EIGHT FOR MARCH 3rd,
2026 ANNUAL CITY ELECTION

RESOLUTION_____

Sponsor(s): Councilor Traverse
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

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

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

- 1 That WHEREAS, the Annual City Election will occur on March 3rd, 2026; and
- 2 WHEREAS, the City Council must appoint an Acting Ward Clerk and Acting Inspectors of Election
- 3 when there are vacancies in these offices, pursuant to City Charter §13; and
- 4 WHEREAS, the Ward Three Ward Clerk position is vacant and there are vacant Inspector of Election
- 5 positions in wards Three and Eight; and
- 6 WHEREAS, an elected Inspector of Election is unavailable to work on this date in ward Two; and
- 7 WHEREAS, to fill the vacancies, it has been recommended that the following Burlington residents be
- 8 appointed to serve in these offices; and
- 9 NOW, THEREFORE, BE IT FURTHER RESOLVED that the Burlington City Council hereby
- 10 approves the following appointments for the Annual City Election that will occur on March 3, 2026:
- 11
- 12 ACTING WARD CLERKS:
- 13 Ward Three: Charlie Giannoni (I), 63 Rose Street
- 14 ACTING INSPECTORS OF ELECTION:
- 15 Ward Two: Suzanne Butt (D), 14 Cayuga Court
- 16 Ward Two: Solveig Overby (I), 87 Walnut Street
- 17 Ward Three: Cindy Schneider (D), 20A Blodgett Street
- 18 Ward Three: Jeanne Waltz (P), 32 Cedar Street
- 19 Ward Eight: Martin Wolf (I), 21 Thibault Parkway
- 20 Ward Eight: Ginny McGrath (I), 21 Thibault Parkway

SM/Resolutions 2026/Appointment of Acting Ward Three Ward Clerk and Acting Inspectors of Election for Wards Two, Three, and Eight for
March 3rd, 2026 Annual City Election
2/12/26

Resolution Relating to

APPOINTMENT OF ACTING WARD THREE WARD
CLERK AND ACTING INSPECTORS OF ELECTION FOR
WARDS TWO, THREE, AND EIGHT FOR MARCH 3rd,
2026 ANNUAL CITY ELECTION

RESOLUTION 4.11

Sponsor(s): Councilor Traverse

Introduced: 02/17/26

Referred to: _____

Action: adopted

Date: 02/17/26

Signed by Mayor: 02/19/26

CITY OF BURLINGTON

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21
22
23 SM/Resolutions 2026/Appointment of Acting Ward Three Ward Clerk and Acting Inspectors of Election for Wards Two, Three, and Eight for
24 March 3rd, 2026 Annual City Election
25 2/12/26

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

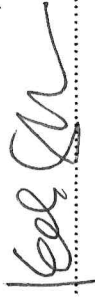
ORIGINAL

RESOLUTION RELATING TO

Appointment Of Acting Ward Three Ward Clerk And Acting Inspectors Of Election For
Wards Two, Three, And Eight For March 3rd, 2026 Annual City Election

Adopted by the City Council

February 17 26

 Clerk

Approved..... Feb 19, 2026

 Mayor

Attest:

Vol. Page

* * * * *

* Recommended for approval @ 2/11/26 Jemite
with all standard conditions



City of Burlington, VT

February 5, 2026

Record No: ELI-63
Entertainment License
- Indoor
Status: Active
Submitted On: 2/5/2026

Primary Location
266 Pine Street
Burlington, VT 05401
Owner
PINE PROPERTIES LLC
266 PINE STREET
BURLINGTON, VT 05401

Applicant
 Justin Bunnell
 justin@venetiangingerale.com
 266 Pine Street
Suite #122
Burlington, VT 05401

Establishment Information

New

Establishment Name (DBA) * ?

The Venetian Soda Lounge

Establishment Street Address*

266 Pine Street Suite 122

Establishment City, State Zip*

Burlington, VT 05401

Establishment Phone* ?

8028810975

Establishment Owner (Legal Name) * ?

Justin Bunnell

Legal Owner Mailing Street Address*

Legal Owner Mailing City, State Zip*

-

Contact Person Name* ?

Justin Bunnell

Contact Email Address*

justin@venetiangingerale.com

Contact Phone* ?

Application Information

Occupant Load*

55

Number of Restrooms*

6

Number of Egresses*

2

Date of Last Fire Safety Inspection*

10/01/2025

Dancing by Patrons*

No

Amplified Music*

Yes

Indoor entertainment Types; Check all that Apply

Live Instrumental Music

☒

Live Vocal Music

☒

Jukebox / Boom Box / Ipad

☒

Disc Jockey

☐

Karaoke

☐

Floor/Stage Show Entertainment

☐

Indoor Entertainment Proposed Days; Check all that Apply

Sunday

☒

Monday

☐

Tuesday

☐

Wednesday

☐

Thursday

☐

Friday

☐

Saturday



Indoor Entertainment Hours

Sunday Start Time*

6:00 PM

Sunday End Time*

9:00 PM

Saturday Start Time*

6:00 PM

Saturday End Time*

10:00 PM

Changes or Corrections to your License Application

Do you have any changes for this year's application?

*

No

VT Division of Liquor Control Licenses

First Class Liquor License*

Yes

Second Class Liquor License*

No

Third Class Liquor License*

Yes

Outside Consumption Permit*

No

Standard Entertainment Permit Conditions



I Attest that I have read the Standard Entertainment Permit Conditions

Digital Signature*

✓ Justin Bunnell
Feb 5, 2026

Certification

I have agreed to submit this application by electronic means. I understand that an electronic signature has the same legal effect and can be enforced in the same way as a written signature. By checking this box and typing my name, I am electronically signing my application.*

✓ Justin Bunnell
Feb 5, 2026

Attachments

Record Activity

Justin Bunnell started a draft Record	02/05/2026 at 3:44 pm
Justin Bunnell submitted Record ELI-63	02/05/2026 at 3:50 pm
OpenGov system altered approval step City Clerk's Office Review, changed status from Inactive to Active on Record ELI-63	02/05/2026 at 3:50 pm

Resolution Relating to
ICE OUT OF BURLINGTON

RESOLUTION _____
Sponsor(s): Full City Council
Introduced: _____
Referred to: _____

Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

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

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

- 1 That WHEREAS, the City of Burlington is a proud and diverse community shaped by residents of many
2 cultures, religions, ethnic identities, and national and regional backgrounds; and
3 WHEREAS, the City has a responsibility to foster conditions in which every resident feels supported,
4 safe, and secure; and
5 WHEREAS, U.S. Immigration and Customs Enforcement (ICE) was created within the Department of
6 Homeland Security to enforce federal immigration laws in the interior of the United States after the 9/11
7 attacks to enhance national safety focusing on border security, immigration enforcement, and transnational
8 crime; and
9 WHEREAS, over the past year—under the Trump Administration—ICE has dramatically expanded its
10 interior enforcement operations far beyond a narrow focus on serious criminal offenders, instead engaging in
11 broad, highly visible actions that have disrupted families and workplaces, endangered residents, and fueled
12 fear and instability in communities nationwide. Under the Trump administration, deportations of individuals
13 with no criminal record have increased by 650% from the Biden administration, arrests of children
14 have increased by 600%, and reports say less than 14% of those arrested by ICE in 2025 had violent criminal
15 records. Moreover, under the Trump administration, individuals are being deported to countries under
16 repressive regimes; and
17 WHEREAS, these expanded practices have drawn sustained criticism from civil rights organizations,
18 legal experts, faith leaders, and local governments, as ICE’s exercise of expansive authority deep inside
19 communities has exceeded reasonable bounds, blurred civil immigration enforcement with general policing
20 powers, and contributed to dangerous encounters that undermine public safety; and
21 WHEREAS, ICE officers are currently authorized under federal law to arrest individuals based on an
22 administrative warrant or a claimed “reasonable belief” that a person is unlawfully present in the United

States—a standard far lower than the probable cause required for criminal arrests; and

WHEREAS, ICE administrative warrants are issued internally by the agency, do not require approval by a neutral judge, and do not confer authority to enter private homes, yet their use has repeatedly raised serious Fourth Amendment concerns regarding unreasonable searches and seizures; and

WHEREAS, despite longstanding constitutional limits on federal enforcement authority, leaked internal guidance and policy shifts under the Trump Administration have encouraged ICE agents to rely on administrative warrants and expansive interpretations of their authority in ways that legal experts, advocates, and courts have warned erode basic constitutional protections; and

WHEREAS, in a decision from the U.S. District Court of Western Texas, Judge Fred Biery noted that, "Administrative warrants issued by the executive branch to itself do not pass probable cause muster. This is called the fox guarding the henhouse. The Constitution requires an independent judicial officer."; and

WHEREAS, ICE's recent activities have been criticized by advocates as a continuation of the history of state-sanctioned violence enacted upon the BIPOC people since this country's inception; and

WHEREAS, the human consequences of these practices have been tragic and irreversible, including the December 31, 2025 killing of Keith Porter, Jr., a 43 year-old Black man who was shot by an off-duty ICE agent outside of his Los Angeles apartment complex; and

WHEREAS, at least six other BIPOC individuals were killed in connection with ICE operations since the start of 2026 alone; and

WHEREAS, U.S. Citizens Renee Nicole Good and Alex Jeffrey Pretti, both of Minneapolis, were killed by ICE agents while they were standing for the rights of and protecting their neighbors; and

WHEREAS, community members, family advocates, and civil rights organizations have characterized these recent deaths as murders, reflecting deep concern about the use of lethal force and the lack of accountability; and

WHEREAS, these deaths occurred within a broader and well-documented pattern of fatalities in ICE custody nationwide, including deaths attributed to medical neglect, inadequate care, and prolonged detention, prompting repeated investigations and demands for reform; and

WHEREAS, taken together, these developments demonstrate that ICE's current practices are not merely controversial, but fundamentally at odds with principles of due process, accountability, and community trust that local governments are obligated to uphold; and

WHEREAS, federal immigration enforcement agencies, including ICE, maintain an operational

53 presence in Chittenden County, including facilities in Williston; and

54 WHEREAS, community organizations report that ICE enforcement activities in Vermont have
55 disrupted hundreds of lives, with more than 100 individuals detained over the past year impacting immigrant
56 and refugee families in our community; and

57 WHEREAS, under a renewed agreement with federal immigration authorities, ICE routinely holds
58 people in Vermont correctional facilities, often transferring individuals from other states—a practice advocates
59 say disrupts access to legal counsel, isolates detainees from family and community support, and obscures basic
60 information about individuals’ whereabouts and status; and

61 WHEREAS, in at least one documented case, ten workers taken into ICE custody in Newport,
62 Vermont were reported by attorneys and advocates as unlocatable for weeks, with ICE failing to confirm their
63 detention location or status, raising serious concerns about transparency, due process, and effective legal
64 representation; and

65 WHEREAS, high-profile enforcement actions in Vermont—including the arrest and detention of
66 Vermont resident Mohsen Mahdawi immediately following a scheduled immigration interview—have
67 prompted condemnation from state legislators and raised serious questions about the use of federal
68 immigration authority in ways that undermine trust and due process for long-time residents; and

69 WHEREAS, recent reports of intensified ICE enforcement in other New England communities,
70 including a surge of arrests in Maine, have heightened concern that similar large-scale interior enforcement
71 actions—like those preceding the tragedies in Minneapolis—could be expanded to additional cities, including
72 Burlington, absent clear safeguards, coordination with local leaders, and transparent preparation to protect
73 residents and constitutional rights; and

74 WHEREAS, recognizing the need for Burlington and other Vermont communities to remain resilient
75 in the face of federal overreach, the Mayor of Burlington has worked with the Burlington School District
76 Superintendent and other stakeholders to issue a joint statement affirming that “Burlingtonians—and
77 Vermonters—have always met moments like this by standing together”; and

78 WHEREAS, the City Council significantly strengthened the Fair and Impartial Policing (FIP) policy in
79 2020, which prohibits police from basing enforcement decisions on personal characteristics like race, gender,
80 or immigration status. It restricts cooperation with federal immigration authorities, including ICE, by banning
81 inquiries into immigration status and preventing detention without a judicial warrant; and

Resolution Relating to ICE OUT OF BURLINGTON

WHEREAS, the City Council in 2016 adopted a resolution explicitly declaring Burlington's support for the resettlement of UN-registered Syrian refugees within the city; and

WHEREAS, the Trusted Community Voices (TCV) program created in 2020 and housed under the Office of Racial Equity, Inclusion, and Belonging (REIB) was launched at the beginning of the COVID-19 pandemic to enhance engagement with immigrant and refugee communities and to build trust between them and local government;

WHEREAS, at the City Council meeting on January 26, 2026, the Mayor further announced her intent to convene senior leadership, including the Burlington Police Chief, to prepare for the possibility of expanded ICE operations in Burlington; and

WHEREAS, since that time, the Mayor and City Council have worked in collaboration on these preparedness efforts; and

WHEREAS, in response to ICE's operations in Vermont and across the country, other municipalities across Vermont have started adopting resolutions similar to and in alignment with the intent of this resolution;

NOW, THEREFORE, BE IT RESOLVED that the City of Burlington calls upon Vermont's members of the United States Congress to enact legislation dismantling ICE by reorganizing the system of immigration and customs enforcement, reassigning any legitimate border-related responsibilities of ICE to other existing border security agencies, and conducting full congressional oversight hearings into ICE's enforcement, surveillance, and use-of-force practices; and

BE IT FURTHER RESOLVED that the City of Burlington formally opposes ICE activities within Burlington and the State of Vermont, and urges elected federal and State officials to take all necessary steps to protect state sovereignty and the safety of all Burlington residents; and

BE IT FURTHER RESOLVED that the City of Burlington strongly objects to the use of any facility within the City or State for ICE operations, including but not limited to warrantless surveillance of the online activities of Vermonters or any U.S. resident, and affirms its policy that ICE agents not be permitted entry into protected areas of municipal property absent a valid judicial warrant; and

BE IT FURTHER RESOLVED that the City of Burlington urges the Governor, Vermont Legislature, Vermont Attorney General, and State and local law enforcement authorities to vigorously enforce State statutes and constitutional protections against warrantless searches and seizures; and

BE IT FURTHER RESOLVED that to the fullest extent permitted by law, the City of Burlington urges the Vermont Legislature to continue pursuing legislation to hold ICE and federal agents accountable for

Resolution Relating to ICE OUT OF BURLINGTON

violations of statutory or constitutional rights and to ensure those detained through immigration enforcement are guaranteed access to counsel; and

BE IT FURTHER RESOLVED that the City Council fully supports the Mayor's initiative to convene stakeholders and transparently prepare for the possibility of expanded ICE operations in Burlington, and respectfully requests that the City Council continue to be included in these efforts; and

BE IT FURTHER RESOLVED that the City of Burlington mourns the deaths and honors all who have been killed, injured, or harmed by ICE enforcement or custody, and reaffirms Burlington's commitment to racial justice, abolition of oppressive enforcement systems, and a safe and welcoming community for all.

BT/Resolutions 2026/*ICE Out of Burlington*

2/12/26

Resolution Relating to
ICE OUT OF BURLINGTON

RESOLUTION 5.2

Sponsor(s): Full City Council

Introduced: 02/17/26

Referred to: _____

Action: adopted

Date: 02/17/26

Signed by Mayor: 02/19/26

CITY OF BURLINGTON

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

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1 That WHEREAS, the City of Burlington is a proud and diverse community shaped by residents of many
2 cultures, religions, ethnic identities, and national and regional backgrounds; and

3 WHEREAS, the City has a responsibility to foster conditions in which every resident feels supported,
4 safe, and secure; and

5 WHEREAS, U.S. Immigration and Customs Enforcement (ICE) was created within the Department of
6 Homeland Security to enforce federal immigration laws in the interior of the United States after the 9/11
7 attacks to enhance national safety focusing on border security, immigration enforcement, and transnational
8 crime; and

9 WHEREAS, over the past year—under the Trump Administration—ICE has dramatically expanded its
10 interior enforcement operations far beyond a narrow focus on serious criminal offenders, instead engaging in
11 broad, highly visible actions that have disrupted families and workplaces, endangered residents, and fueled
12 fear and instability in communities nationwide. Under the Trump administration, deportations of individuals
13 with no criminal record have increased by 650% from the Biden administration, arrests of children
14 have increased by 600%, and reports say less than 14% of those arrested by ICE in 2025 had violent criminal
15 records. Moreover, under the Trump administration, individuals are being deported to countries under
16 repressive regimes; and

17 WHEREAS, these expanded practices have drawn sustained criticism from civil rights organizations,
18 legal experts, faith leaders, and local governments, as ICE’s exercise of expansive authority deep inside
19 communities has exceeded reasonable bounds, blurred civil immigration enforcement with general policing
20 powers, and contributed to dangerous encounters that undermine public safety; and

21 WHEREAS, ICE officers are currently authorized under federal law to arrest individuals based on an
22 administrative warrant or a claimed “reasonable belief” that a person is unlawfully present in the United

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

ORIGINAL

RESOLUTION RELATING TO

.....
.....
.....

Adopted by the City Council

....., 20.....

..... Clerk

Approved....., 20.....

..... Mayor

Attest:

Vol. Page

* * * * *

States—a standard far lower than the probable cause required for criminal arrests; and

WHEREAS, ICE administrative warrants are issued internally by the agency, do not require approval by a neutral judge, and do not confer authority to enter private homes, yet their use has repeatedly raised serious Fourth Amendment concerns regarding unreasonable searches and seizures; and

WHEREAS, despite longstanding constitutional limits on federal enforcement authority, leaked internal guidance and policy shifts under the Trump Administration have encouraged ICE agents to rely on administrative warrants and expansive interpretations of their authority in ways that legal experts, advocates, and courts have warned erode basic constitutional protections; and

WHEREAS, in a decision from the U.S. District Court of Western Texas, Judge Fred Biery noted that, "Administrative warrants issued by the executive branch to itself do not pass probable cause muster. This is called the fox guarding the henhouse. The Constitution requires an independent judicial officer."; and

WHEREAS, ICE's recent activities have been criticized by advocates as a continuation of the history of state-sanctioned violence enacted upon the BIPOC people since this country's inception; and

WHEREAS, the human consequences of these practices have been tragic and irreversible, including the December 31, 2025 killing of Keith Porter, Jr., a 43 year-old Black man who was shot by an off-duty ICE agent outside of his Los Angeles apartment complex; and

WHEREAS, at least six other BIPOC individuals were killed in connection with ICE operations since the start of 2026 alone; and

WHEREAS, U.S. Citizens Renee Nicole Good and Alex Jeffrey Pretti, both of Minneapolis, were killed by ICE agents while they were standing for the rights of and protecting their neighbors; and

WHEREAS, community members, family advocates, and civil rights organizations have characterized these recent deaths as murders, reflecting deep concern about the use of lethal force and the lack of accountability; and

WHEREAS, these deaths occurred within a broader and well-documented pattern of fatalities in ICE custody nationwide, including deaths attributed to medical neglect, inadequate care, and prolonged detention, prompting repeated investigations and demands for reform; and

WHEREAS, taken together, these developments demonstrate that ICE's current practices are not merely controversial, but fundamentally at odds with principles of due process, accountability, and community trust that local governments are obligated to uphold; and

WHEREAS, federal immigration enforcement agencies, including ICE, maintain an operational

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

ORIGINAL

RESOLUTION RELATING TO

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Adopted by the City Council

....., 20.....

..... Clerk

Approved....., 20.....

..... Mayor

Attest:

Vol. Page

* * * * *

53 presence in Chittenden County, including facilities in Williston; and

54 WHEREAS, community organizations report that ICE enforcement activities in Vermont have
55 disrupted hundreds of lives, with more than 100 individuals detained over the past year impacting immigrant
56 and refugee families in our community; and

57 WHEREAS, under a renewed agreement with federal immigration authorities, ICE routinely holds
58 people in Vermont correctional facilities, often transferring individuals from other states—a practice advocates
59 say disrupts access to legal counsel, isolates detainees from family and community support, and obscures basic
60 information about individuals' whereabouts and status; and

61 WHEREAS, in at least one documented case, ten workers taken into ICE custody in Newport,
62 Vermont were reported by attorneys and advocates as unlocatable for weeks, with ICE failing to confirm their
63 detention location or status, raising serious concerns about transparency, due process, and effective legal
64 representation; and

65 WHEREAS, high-profile enforcement actions in Vermont—including the arrest and detention of
66 Vermont resident Mohsen Mahdawi immediately following a scheduled immigration interview—have
67 prompted condemnation from state legislators and raised serious questions about the use of federal
68 immigration authority in ways that undermine trust and due process for long-time residents; and

69 WHEREAS, recent reports of intensified ICE enforcement in other New England communities,
70 including a surge of arrests in Maine, have heightened concern that similar large-scale interior enforcement
71 actions—like those preceding the tragedies in Minneapolis—could be expanded to additional cities, including
72 Burlington, absent clear safeguards, coordination with local leaders, and transparent preparation to protect
73 residents and constitutional rights; and

74 WHEREAS, recognizing the need for Burlington and other Vermont communities to remain resilient
75 in the face of federal overreach, the Mayor of Burlington has worked with the Burlington School District
76 Superintendent and other stakeholders to issue a joint statement affirming that “Burlingtonians—and
77 Vermonters—have always met moments like this by standing together”; and

78 WHEREAS, the City Council significantly strengthened the Fair and Impartial Policing (FIP) policy in
79 2020, which prohibits police from basing enforcement decisions on personal characteristics like race, gender,
80 or immigration status. It restricts cooperation with federal immigration authorities, including ICE, by banning
81 inquiries into immigration status and preventing detention without a judicial warrant; and

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..... Clerk

Approved....., 20.....

..... Mayor

Vol. Page

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WHEREAS, the City Council in 2016 adopted a resolution explicitly declaring Burlington's support for the resettlement of UN-registered Syrian refugees within the city; and

WHEREAS, the Trusted Community Voices (TCV) program created in 2020 and housed under the Office of Racial Equity, Inclusion, and Belonging (REIB) was launched at the beginning of the COVID-19 pandemic to enhance engagement with immigrant and refugee communities and to build trust between them and local government;

WHEREAS, at the City Council meeting on January 26, 2026, the Mayor further announced her intent to convene senior leadership, including the Burlington Police Chief, to prepare for the possibility of expanded ICE operations in Burlington; and

WHEREAS, since that time, the Mayor and City Council have worked in collaboration on these preparedness efforts; and

WHEREAS, in response to ICE's operations in Vermont and across the country, other municipalities across Vermont have started adopting resolutions similar to and in alignment with the intent of this resolution;

NOW, THEREFORE, BE IT RESOLVED that the City of Burlington calls upon Vermont's members of the United States Congress to enact legislation dismantling ICE by reorganizing the system of immigration and customs enforcement, reassigning any legitimate border-related responsibilities of ICE to other existing border security agencies, and conducting full congressional oversight hearings into ICE's enforcement, surveillance, and use-of-force practices; and

BE IT FURTHER RESOLVED that the City of Burlington formally opposes ICE activities within Burlington and the State of Vermont, and urges elected federal and State officials to take all necessary steps to protect state sovereignty and the safety of all Burlington residents; and

BE IT FURTHER RESOLVED that the City of Burlington strongly objects to the use of any facility within the City or State for ICE operations, including but not limited to warrantless surveillance of the online activities of Vermonters or any U.S. resident, and affirms its policy that ICE agents not be permitted entry into protected areas of municipal property absent a valid judicial warrant; and

BE IT FURTHER RESOLVED that the City of Burlington urges the Governor, Vermont Legislature, Vermont Attorney General, and State and local law enforcement authorities to vigorously enforce State statutes and constitutional protections against warrantless searches and seizures; and

BE IT FURTHER RESOLVED that to the fullest extent permitted by law, the City of Burlington urges the Vermont Legislature to continue pursuing legislation to hold ICE and federal agents accountable for

* * * * *

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RESOLUTION RELATING TO

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....., 20.....

..... Clerk

Approved....., 20.....

..... Mayor

Vol. Page

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112 violations of statutory or constitutional rights and to ensure those detained through immigration enforcement
113 are guaranteed access to counsel; and

114 BE IT FURTHER RESOLVED that the City Council fully supports the Mayor's initiative to convene
115 stakeholders and transparently prepare for the possibility of expanded ICE operations in Burlington, and
116 respectfully requests that the City Council continue to be included in these efforts; and

117 BE IT FURTHER RESOLVED that the City of Burlington mourns the deaths and honors all who have
118 been killed, injured, or harmed by ICE enforcement or custody, and reaffirms Burlington's commitment to
119 racial justice, abolition of oppressive enforcement systems, and a safe and welcoming community for all.

120

121

122 BT/Resolutions 2026/*ICE Out of Burlington*

123 2/12/26

* * * * *

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ORIGINAL

RESOLUTION RELATING TO

ICE Out Of Burlington

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Adopted by the City Council

February 17, 20 26

 Clerk

Approved Feb 19, 20 26

 Mayor

Attest:

Vol. Page

* * * * *

TO: Burlington City Council
FROM: Charles Dillard, AICP, Director of City Planning
Sarah Morgan, AICP, Principal Planner
DATE: February 17, 2026
RE: Joint Committee to review Inclusionary Zoning recommendations

Background

The Office of City Planning has proposed a Joint Committee process of the Planning Commission and City Council Ordinance Committee to review and ultimately recommend changes associated with the forthcoming Inclusionary Zoning amendment.

On January 13th, Mayor Mulvaney-Stanak announced the launch of Burlington's 2026 Housing Strategy. This strategy establishes a framework designed to accelerate housing production while centering equity, affordability, community stability, and democratic participation. Modernizing the City's Inclusionary Zoning Ordinance is one of the three central pillars of the Mayor's people-first housing agenda. In the coming months, the City will undertake a major update to the Inclusionary Zoning Ordinance with the goal of encouraging high-quality development and sustainably resourced affordable housing. The updated ordinance will reflect current market conditions, national best practices, and Burlington's community goals and values.

A cross-departmental working group has been formed to support this effort, and includes staff from the Office of City Planning, CEDO, the Department of Finance and Administration, and the Department of Permitting and Inspections. This group is currently synthesizing research, analyses, and prior recommendations related to Inclusionary Zoning that had been made over the past several years, as well as new strategies that were previously not contemplated. This work will result in a draft amendment package intended to address a variety of issues, ranging from minor technical amendments to larger policy questions that will likely require a deeper discussion.

Committee Scope & Objectives

The purpose of the Joint Committee will be to review the proposed amendment package, discuss and refine changes as needed, and jointly recommend the package of amendments for City Council consideration and adoption by the end of the summer. Given the Planning Commission's existing workload and the importance of maintaining momentum on the City's comprehensive planning process, we propose using one of the Planning Commission's regular monthly meetings for Joint Committee work during FY26, along with special meetings as needed.

The intent is for the Joint Committee to:

- Consider public and stakeholder input related to the development of the draft ordinance
- Provide feedback to City staff on proposed changes to ensure that this amendment is implementable and reflects the City's goal creating ample, safe, and affordable housing for existing and future Burlington residents
- Following a public hearing of the Planning Commission, forward a recommendation from the full Joint Committee directly to the City Council, in lieu of a separate review by the City Council Ordinance Committee

This joint structure is intended to streamline review, promote shared understanding between bodies, and ensure that policy, technical, and implementation considerations are integrated early in the amendment process.

Proposed Schedule & Topics for Joint Meetings

From late March through July, the proposed schedule for the Joint Committee includes five meetings before referral to the Council for consideration:

Pre-Kickoff Work Session

Staff will facilitate a work session for members of the Joint Committee to provide information about the practice of Inclusionary Zoning and how it is utilized in Burlington. The goal of this meeting will be to establish a baseline of knowledge for Joint Committee members going into this process.

Meeting 1: Committee Kick-off

Staff will provide an overview of the Inclusionary Zoning amendment package as well as research and analyses that have been done to-date.

Meeting 2: Review Draft Ordinance Language

Staff to introduce draft ordinance language with a line-by-line walk through and opportunities for the Joint Committee to make recommendations on specific approaches proposed by staff.

Meetings 3 & 4: Continue to review & edit Draft Ordinance Language

Staff and consultant share responses/edits from meeting 3. Continue line-by-line walkthrough of related amendments. Staff will facilitate discussions around specific key decision points and answer committee questions, discuss possible edits.

Meeting 5: Review Draft Ordinance Language to inform a Public Hearing

Identify any further edits to propose a draft ordinance for a formal public hearing. Note: while this will be the Planning Commission's hearing per statute, we aspire to have the full Committee's support for moving to this stage

Meeting 6: Public Hearing & Recommendation

Following a public hearing, staff present summary of other comments received and/or any recommended changes. Committee to discuss/vote on any final edits and consider recommendations/referral to Council.

City Council Work Session & Warn Hearing

By the end of Summer, we anticipate that staff and the PC/CCOC chairs will present the Joint Committee recommendations to Council to serve as the first reading and request Council's vote to warn the amendment package for a Public Hearing.

City Council Public Hearing

Council will hold public hearing and discuss proposed amendment and consider action on the amendment.

Motion

Accept the communication, place it on file, and refer any comments to the Joint Inclusionary Zoning Committee.

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Office of City Planning Submitter: Charles Dillard

Title/Subject: Joint Inclusionary Zoning Committee

Approval Requested:

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

Meeting Date:

[Click or tap to enter a date.](#)

2/17/2026

[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	2/9/2026	Charles Dillard
Mayor's Office	Yes	2/11/2026	Kara Alnasrawi
Board/Commission	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and contracts or legal documents	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	2/12/2026	Kim Sturtevant
CAO for budget, financing, and memo	Yes	2/11/2026	Katherine Schad
Human Resources, if personnel action or policy	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Proposed Joint Committee on Inclusionary Zoning

OFFICE OF CITY PLANNING

2026.02.17

Joint Planning Commission & City Council Ordinance Committee

Amendment Overview & Intent

- **Modernizing** the City's **Inclusionary Zoning Ordinance** is one of the three central pillars of the Mayor's people-first housing agenda.
- In the coming months, the City will undertake a **major update** to the Inclusionary Zoning Ordinance with the goal of encouraging **high-quality development** and **sustainably resourced affordable housing**.
- Updates to the ordinance are intended to reflect **current market conditions**, national **best practices**, and Burlington's **community goals and values**.

Joint Planning Commission & City Council Ordinance Committee

Amendment Overview & Intent

- A **cross-departmental working group** has been formed to support this effort, and includes staff from the Office of City Planning, CEDO, Dept. of Finance & Administration, and the Dept. of Permitting & Inspections
- This working group is **currently synthesizing research, analyses, and prior recommendations** related to IZ that have been made over the past several years.
- In addition, staff is considering **new strategies** that were not previously been contemplated.

Joint Planning Commission & City Council Ordinance Committee

Neighborhood Code Joint Committee

- A Joint Committee process was used in the development of the initial **Neighborhood Code Amendment** (ZA-24-02).
- The Neighborhood Code Joint Committee met **eight times** between October and December 2023 to review the proposed Neighborhood Code and modify recommendations originally proposed by staff.
- This joint structure allowed the City to **streamline review**, promote **shared understanding** between bodies, and ensure that **policy, technical, and implementation considerations** are integrated **early** in the amendment process.

Joint Planning Commission & City Council Ordinance Committee

Committee Purpose & Scope

Staff proposes a Joint Committee of the Planning Commission & City Council Ordinance Committee focused on the forthcoming **Inclusionary Zoning Amendment** (ZA-26-04). This committee would convene **monthly** to:

- Consider **background context** and **stakeholder input** related to the development of the draft ordinance
- Provide **feedback to City staff** on proposed changes to ensure that this amendment is **implementable** and reflects the City's goal creating ample, safe, and affordable housing for existing and future Burlington residents

Following a public hearing of the Planning Commission, the Committee would **forward a recommendation from the full Joint Committee** directly to the City Council, in lieu of a separate review by the City Council Ordinance Committee.

Joint Planning Commission & City Council Ordinance Committee

Proposed Framework

Introduce Concepts

#0 Pre-Kickoff Work Session

Goal: Establish a **baseline of knowledge** for Joint Committee members going into this process. Staff will facilitate a **work session** for members and provide information about the **practice of Inclusionary Zoning** and how it is utilized in Burlington.

#1 Committee Kick-off

Staff will provide an **overview** of the Inclusionary Zoning **amendment package** as well as **research and analyses** that have been done to-date. Staff will facilitate discussions around specific key decision points and answer committee questions

#2 Introduce Draft Amendment

Staff to **introduce draft ordinance language** with a line-by-line walk through of how concepts discussed during Meeting 1 will be reflected in the proposed language.

Review & Discuss Language

#3 Review Draft Ordinance Language

Staff will continue to facilitate discussions around **specific key decision points** and answer committee questions, discuss possible edits to the proposed amendment.

#4 Review & Edit Draft Ordinance Language

Staff will share responses/edits from meeting 3. The Committee will continue to discuss **specific key decision points**. Staff will answer committee questions and discuss possible edits to the proposed amendment.

#5 Review & Edit to inform a Public Hearing*

Identify any further edits to propose a draft ordinance for a formal public hearing. **Note:** While this will be the Planning Commission's hearing per statute, we **aspire to have the full Committee's support** for moving to this stage

Joint Planning Commission & City Council Ordinance Committee

Proposed Framework

Review & Discuss Language

#3 Review Draft Ordinance Language

Staff will continue to facilitate discussions around **specific key decision points** and answer committee questions, discuss possible edits to the proposed amendment.

#4 Review & Edit Draft Ordinance Language

Staff will share responses/edits from meeting 3. The Committee will continue to discuss **specific key decision points**. Staff will answer committee questions and discuss possible edits to the proposed amendment.

#5 Review & Edit to inform a Public Hearing*

Identify any further edits to propose a draft ordinance for a formal public hearing. **Note:** While this will be the Planning Commission's hearing per statute, we **aspire to have the full Committee's support** for moving to this stage

Adoption Process

#6 Public Hearing & Recommendation

Following a public hearing, **staff will present a summary** of other comments received and/or any recommended changes. Committee to **discuss/vote on any final edits**, and **consider recommendations/referral to Council**.

City Council Work Session

By the end of Summer, we anticipate that staff and the PC/CCOC chairs will present the Joint Committee recommendations to Council to serve as the first reading and request Council's vote to warn the amendment package for a Public Hearing.

City Council Public Hearing + Adoption

Council **hold public hearing, discuss** proposed amendment, and **consider action** on amendment.

Joint Planning Commission & City Council Ordinance Committee

Next Steps

- Staff requests that City Council accepts the memo prepared by staff, place it on file, and refer any comments to the Joint Inclusionary Zoning Committee.

Resolution Relating to

ADVANCING TAX FAIRNESS

RESOLUTION_____

Sponsor(s): Councilors Schachter,
Barlow, Bergman, Broderick,
Carpenter, Kane, Litwin, McKnight,
Neubieser, Singh, Traverse
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty-Six.....
Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, the City Council is committed to continuing the work of the Tax Fairness Working Group, with the hope of bringing a binding Tax Fairness charter change to voters in November 2026 or March 2027; and

NOW, THEREFORE, BE IT RESOLVED that the City Council appreciates the Tax Fairness Working Group’s thorough report and recommendations; and

BE IT FURTHER RESOLVED that the City Council President will establish and chair an ad hoc, bipartisan Tax Fairness Committee comprised of four City Councilors, including the City Council President, and one representative of the Mayor’s Administration to fully vet the Tax Fairness Working Group’s recommendations through effective community outreach and engagement and at public meetings to begin as soon as possible following enactment of this resolution. This Council committee shall have jurisdiction over tax fairness, including proposing any charter changes. The Mayor’s Administration will provide the ad hoc committee with additional information to aid and support the work of the committee. The committee may also enlist the aid of external tax policy consultants to support this work, and the Council may allocate up to \$12,000 from the FY26 Councilor Initiative Fund for this purpose; and

BE IT FURTHER RESOLVED that the ad hoc committee will meet not less than once per month and provide a report and recommendations to the City Council no later than August 24, 2026. If that date is impracticable in order to place a proposed charter change or other ballot item on the November 2026 General Election ballot, the committee may bring forward a proposed charter change or ballot item earlier. This report will be mindful of mitigating the risk of upward pressures on residential rents, incentivizing the development of housing including affordable housing, and supporting a business community that is vital to a thriving Burlington.

Resolution Relating to

ADVANCING TAX FAIRNESS

RESOLUTION_____

Sponsor(s): A. Schachter, S.
Carpenter, E. Litwin, B. Singh, B.
Traverse
Introduced: _____
Referred to: _____

Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty-Six.....
Resolved by the City Council of the City of Burlington, as follows:

1 That WHEREAS, the City Council and Mayor’s Administration support efforts to advance a tax structure
2 that reduces tax burdens on lower-income households while strengthening the City’s ability to invest in core
3 infrastructure and services; and
4 WHEREAS, in 2025, the Mayor established a Tax Fairness Working Group to study the City’s
5 property tax system and to make recommendations to the Mayor and City Council that would advance changes
6 to our existing tax system; and
7 WHEREAS, on October 6, 2025, the Mayor delivered the Tax Fairness Working Group’s report to the
8 City Council; and
9 WHEREAS, while there were several recommendations in the report, the recommendation that was
10 advanced was a \$30,000 to \$50,000 universal tax exemption on all residences where the homeowner has filed
11 a homestead declaration with the State of Vermont, regardless of a homeowner’s income; and
12 WHEREAS, the State of Vermont’s tax system ensures that education property tax obligations take
13 household income into account, instead of relying solely on property values; and
14 WHEREAS, although the Tax Fairness Working Group’s recommendation would have applied a
15 universal tax exemption to all declared homesteads, the recommendation was supported, at least in part, by
16 data demonstrating lower value residential homes are over-assessed as compared to higher value properties;
17 and
18 WHEREAS, this recommendation was sent to the Charter Change Committee on October 21, 2025,
19 with a recommendation from the Mayor’s Administration that a binding charter change for this universal
20 homestead tax exemption be brought to voters on the March 3, 2026 Town Meeting Day ballot; and
21 WHEREAS, the Charter Change Committee met on November 10, 2025. At that meeting, the Mayor’s
22 Administration expressed interest in pursuing a non-binding advisory question on the Town Meeting Day
23 ballot instead of a binding charter change. The proposed non-binding advisory question read as follows:

In 2025, the Mayor created a Tax Fairness Working Group to explore changes to Burlington's city tax system. The Working Group recommended a homestead tax exemption. This means the City would exclude part of the value of homestead properties when calculating municipal property taxes. Homestead properties are the primary homes people live in. This would lower the amount of property tax for lower-valued homes and would raise the taxes for higher-valued homes and for non-homestead properties, including second homes, rental properties, and commercial buildings. The total amount of property tax collected by the city would stay the same.

Would you support this change? Yes or No

AND, WHEREAS, concerns were expressed from community members at the prospect of shifting over \$150,000,000 in taxable homestead property values onto non-homestead properties, including residential rental properties and commercial small businesses; and

WHEREAS, this significant tax shift would have increased municipal property taxes on non-homestead properties by 3.1%, risking upward pressures on residential rents and with the potential to disincentivize the development of multi-family housing and discourage small business growth in commercial properties that are already assessed under Burlington's city charter at 120% of their actual value; and

WHEREAS, the City Council considered this non-binding advisory question at its meeting on January 20, 2026. At that time, a majority of the Council voted to not include this advisory question on the Town Meeting Day ballot due to the concerns expressed by the public and the lack of a public process to fully vet the Tax Fairness Working Group's recommendations; and

WHEREAS, the City Council expressed a firm commitment to continue exploring the Tax Fairness Working Group's recommendations, leaving open the possibility of bringing a binding Tax Fairness charter change to voters in November 2026 or March 2027; and

NOW, THEREFORE, BE IT RESOLVED, the City Council remains committed to working with the Mayor's Administration to explore changes to Burlington's tax system that provide financial relief to lower-income households in Burlington; and

BE IT FURTHER RESOLVED, the City Council appreciates the Tax Fairness Working Group's thorough report and recommendations; and

BE IT FURTHER RESOLVED, the City Council President will establish and chair an ad hoc, bipartisan Tax Fairness Committee comprised of four City Councilors, including the City Council President, and one

representative of the Mayor's Administration to fully vet the Tax Fairness Working Group's recommendations at public meetings to begin as soon as possible following enactment of this resolution; and

BE IT FURTHER RESOLVED, that the City Council may request the Mayor's Administration to provide the ad hoc committee with additional information to aid and support the work of the committee; and

BE IT FURTHER RESOLVED, the ad hoc committee will provide a report back and recommendations to the City Council no later than August 24, 2026. This report will be mindful of ensuring any recommendations mitigate the risk of upward pressures on residential rents, incentivize the development of housing including affordable housing, and support a business community that is vital to a thriving Burlington.

AS/Resolutions 2026/*Advancing Tax Fairness*
February 10, 2026

Resolution Relating to

ADVANCING TAX FAIRNESS

****revised version****

RESOLUTION 5.4

Sponsor(s): Councilors Schachter,
Barlow, Bergman, Broderick,
Carpenter, Kane, Litwin, McKnight,
Neubieser, Singh, Traverse

Introduced: 02/17/26

Referred to:

Action: adopted

Date: 02/17/26

Signed by Mayor: 02/19/26

CITY OF BURLINGTON

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

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

1 That WHEREAS, the City Council is committed to continuing the work of the Tax Fairness Working
2 Group, with the hope of bringing a binding Tax Fairness charter change to voters in November 2026 or March
3 2027; and

4 NOW, THEREFORE, BE IT RESOLVED that the City Council appreciates the Tax Fairness Working
5 Group's thorough report and recommendations; and

6 BE IT FURTHER RESOLVED that the City Council President will establish and chair an ad hoc,
7 bipartisan Tax Fairness Committee comprised of four City Councilors, including the City Council President,
8 and one representative of the Mayor's Administration to fully vet the Tax Fairness Working Group's
9 recommendations through effective community outreach and engagement and at public meetings to begin as
10 soon as possible following enactment of this resolution. This Council committee shall have jurisdiction over
11 tax fairness, including proposing any charter changes. The Mayor's Administration will provide the ad hoc
12 committee with additional information to aid and support the work of the committee. The committee may also
13 enlist the aid of external tax policy consultants to support this work, and the Council may allocate up to
14 \$12,000 from the FY26 Councilor Initiative Fund for this purpose; and

15 BE IT FURTHER RESOLVED that the ad hoc committee will meet not less than once per month and
16 provide a report and recommendations to the City Council no later than August 24, 2026. If that date is
17 impracticable in order to place a proposed charter change or other ballot item on the November 2026 General
18 Election ballot, the committee may bring forward a proposed charter change or ballot item earlier. This report
19 will be mindful of mitigating the risk of upward pressures on residential rents, incentivizing the development
20 of housing including affordable housing, and supporting a business community that is vital to a thriving
21 Burlington.

22
23 AS/Resolutions 2026/Advancing Tax Fairness
24 February 10, 2026

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DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

City Council President Traverse

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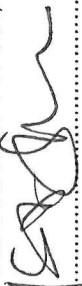
RESOLUTION RELATING TO

Advancing Tax Fairness.....

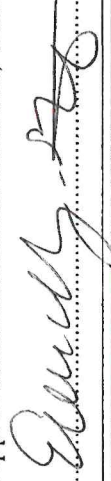
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Adopted by the City Council

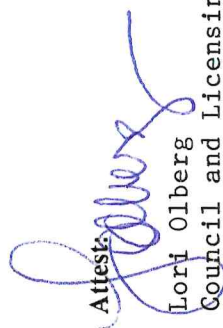
February 17....., 20 26.....

..... Clerk

Approved..... Feb 19....., 20 26.....

..... Mayor

Vol. Page

Attest:

Lori Olberg
Council and Licensing Coordinator

* * * * *

BURLINGTON CITY ARTS

MEMORANDUM

TO: City of Burlington, City Council

FROM: Doreen Kraft, Director, Burlington City Arts

CC: Kelli Perkins, Director, Office of Racial Equity, Inclusion, and Belonging
Sophie Sauvé, Parks Planning Division Director, Burlington Parks
Recreation and Waterfront
Colin Storrs, Public Art and Grants Program Manager, Burlington City Arts

DATE: 2/17/26

SUBJECT: Authorization to Accept a Work of Public Art from the Abenaki Nation of Missisquoi Tribal Council.

REQUEST

Burlington City Arts (BCA) requests City Council authorization to accept the donation of a work of Public Art from the Abenaki Nation of Missisquoi Tribal Council, and for the Director of BCA, their assignee, or their successor to execute all documents necessary to accept the gift, subject to final review and approval by the City Attorney's Office and Chief Administrative Officer.

EXECUTIVE SUMMARY

Background:

In 1984, Peter Wolf Toth approached the City of Burlington and proposed to complete a sculpture as part of his Whispering Giant series, where he carved Indigenous figures in each of the 50 states to honor oppressed peoples. Having fled the Soviet occupation of Hungary, he identified with their struggles. In 1987, he completed what would later be known as Chief Greylock in Battery Park. The work was named and embraced by the Abenaki community but was neither created by nor representative of the Indigenous people of Vermont.

After 40 years of exposure to the elements, the sculpture had sustained significant degradation. In 2019, the 6–8-foot-tall feather atop the statue was deemed a hazard and fell after being fenced off for public safety. In the fall of 2024, Burlington City Arts (BCA) commissioned Tree Works to conduct a condition assessment, which concluded that the entire sculpture was a public safety risk and recommended removal. Subsequently, and in

accordance with the Art in Public Places Policy, BCA consulted the City Attorney's Office to confirm appropriate next steps.

Prior to the City informing Chief Brenda Gagne of the need to remove the existing Chief Greylock sculpture, the Abenaki Nation of Missisquoi—using funds allocated under City Council Resolution 6.01 (formerly 6.05), adopted on March 21, 2022—had commissioned artist Brandon Wilson of Mountainside Sculpture & Design (Jay, VT) to create a large-scale public artwork. At the time of commissioning, a permanent installation site for the work had not yet been secured.

While several potential locations had been explored with community partners, the planned removal of the existing sculpture created an opportunity for the Abenaki Nation of Missisquoi to propose donating the commissioned work to the City as a replacement on the existing foundation. In response, Burlington City Arts initiated the Public Art Gift process in accordance with the City's Art in Public Places Policy, ensuring that City Council would serve as the final decision-making body regarding acceptance of the donated work.

As part of the public art donation process, BPRW Director at the time, Cindi Wight expressed her approval for the project from the perspective that the donation would align with the Battery Park's function and plan. As it was to be a replacement of an existing work of art, it met the BPRW Department's criteria for acceptance.

The Public Art Committee, a subcommittee of the BCA Board of Advisors, reviewed the work and made a motion to recommend the acceptance of the gift to the BCA Board of Advisors during their March 13, 2025 public meeting. The committee was provided with contextual information regarding the City's Art in Public Places Policy and City Council Resolution 6.01 and were advised that their role was not to determine City policy direction, but rather to evaluate the proposal within the existing Art in Public Places policy framework.

A preliminary assessment by an accredited engineer indicates that the existing foundation appears to be capable of safely supporting a new sculpture, pending further evaluation. If acceptance is provided, an engineer will be commissioned to finalize any adjustments necessary to accommodate the installation of the new work.

Project Funding:

The total project budget is \$25,000 for the foundation evaluation, materials required, and support of the necessary construction work. All City related costs will be covered by the Public Art Commissioning Fund (807-27-700.9500_100-Capital Outlay Construction).

The value of the donated work is \$20,000, which is the commission fee paid to the artist.

The City's estimating a maximum project budget of \$25,000 to support project-related costs associated with the acceptance and installation of the donated artwork. This maximum authorization accounts for potential contingencies should an engineering review identify hidden deficiencies or structural failures in the existing foundation that require substantial reconstruction.

Maintenance

The work will be incorporated into the City's Art in Public Places program and maintained using funds from the 1% for Public Art fund. The City will include in their donation agreement, a clause that allows for an accelerated deaccession process—to reflect the realities of displaying a wooden sculpture in an outdoor environment. While the work is expected to remain in place for an extended period of time, this adjustment ensures a more responsive long-term maintenance strategy and more efficient removal and replacement process if the condition warrants it.

Department Contact:

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

ATTACHMENT

- A. Gift Summary
- B. Public Art Committee Recommendation to Approve and Accept Gift Date March 13 2025
- C. BCA Board of Advisors Recommendation to Approve and Accept Gift Date March 18 2025

MOTION

Burlington City Arts (BCA) respectfully requests City Council approve the following motion:

"To approve and authorize the Director of BCA to accept a public art donation as described in Attachment A, with a total value of \$20,000 from the Missisquoi Abenaki Nation; to facilitate site preparation up to a maximum amount of \$25,000; and to execute all necessary documents upon final review and approval by the City Attorney's Office."

Abenaki Public Art Donation: Gift Summery



TO: City of Burlington, City Council

FROM: Doreen Kraft, Director, Burlington City Arts

CC: Kelli Perkins, Director, Office of Racial Equity, Inclusion, and Belonging
Sophie Sauvé, Parks Planning Division Director, Burlington Parks Recreation and Waterfront
Colin Storrs, Public Art and Grants Program Manager, Burlington City Arts

DATE: 2/17/26

SUBJECT: Donation Summery of a Public Art Gift from the Abenaki Nation of Missisquoi Tribal Council to The City of Burlington

Summary:

In 1894, Peter Wolf Toth approached the City of Burlington and proposed to complete a sculpture as part of his *Whispering Giant* series, where he carved Indigenous figures in each of the 50 states to honor oppressed peoples. Having fled the Soviet occupation of Hungary, he identified with their struggles. In 1987, he completed what would later be known as *Chief Greylock* in Battery Park. The work was named and embraced by the Abenaki community but was neither created by nor representative of the Indigenous people of Vermont.

After 40 years of exposure to the elements, the sculpture has sustained significant degradation. In 2019, the 6–8-foot-tall feather atop the statue was deemed a hazard and fell after being fenced off for public safety. In the fall of 2024, Burlington City Arts (BCA) commissioned Tree Works to conduct a condition assessment, which concluded that the entire sculpture was a public safety risk and recommended removal.

Recognizing the cultural significance and high visibility of the site, the Abenaki Nation of Missisquoi request that the City consider accepting and installing a work of public art with a comparable visual presence in this prominent public space. The Nation had previously commissioned artist Brandon Wilson of Mountainside Sculpture & Design (Jay, VT) to create a public artwork, though no permanent installation site had been finalized at the time.

After exploring various potential locations with community partners, and following discussions between the City, Council representatives, and Chief Brenda Gagne regarding the removal of Chief Greylock, the Abenaki Nation of Missisquoi propose donating the commissioned work for installation on the existing foundation in Battery Park. Burlington City Arts subsequently initiated the Public Art Gift process in accordance with the City's Art in Public Places Policy.

Gift Value:

The value of the artwork is **\$20,000**, which includes all payments made to the artist for fabrication and delivery. Installation and any necessary foundation updates will be the City's

responsibility. The City will use 807 Public Art Funds for foundation requirements and installation costs associated with the project, if available the project may also utilize funds allocated by BPRW for Battery Park renovations.

Material:

The artist has provided in-progress images of the work (attached at the end of this document). The final piece will feature a lower section that includes a wildlife totem on one side, an Abenaki figure on the other, and a top section that is an eagle carving. The lower section will stand 11 feet above the foundation, with a too-be-attached eagle sculpture increasing the total height to 16 ½ feet. The sculpture is made of Red Oak with carved and painted sections.

Site Plan:

The project will utilize the existing foundation from *Chief Greylock* with necessary modifications. The location is in the northern section of Battery Park, intentionally positioned so that viewers at the base of the sculpture can look through the bandstand toward Odzihozo, a rock formation of significant importance to the Abenaki community.

City Department Support:

Cindi Wight, former Director of BPRW, has supplied letters of support.

Construction Documents:

Construction documents will be prepared following City Council Acceptance. A preliminary assessment by an accredited engineer indicates that the existing foundation appears to be capable of safely supporting a new sculpture, pending further evaluation.

An engineer will assess the optimal modification needed to the existing foundation and the base of the donated work to safety and securing accommodate the new piece. The new artwork is intended to be secured to the foundation with the existing metal rod support system (similar to the original installation) with final details determined after the engineering assessment.

If acceptance is provided, an engineer will be commissioned to finalize any adjustments necessary to accommodate the installation of the new work.

Recommended Maintenance Plan:

The work will be incorporated into the City's Art in Public Places program and maintained using funds from the 1% for Public Art fund. The City will include in their donation agreement, a clause that allows for an accelerated deaccession process to reflect the realities of displaying a wooden sculpture in an outdoor environment. While the work is expected to remain in place for an extended period of time, this adjustment ensures a more responsive long-term maintenance strategy and more efficient removal and replacement process if the condition warrants it.

Red Oak is one of the more stable woods for outdoor sculpture. However, to ensure longevity, the artist recommends power washing the sculpture and applying log-based oil (*Cabot Timber Oil – Natural*) generously with a paint sprayer every two years. The estimated cost for this maintenance, if performed by an external vendor, is \$2,000–\$3,000 every two years. This expense will be budgeted into the Public Art Maintenance Fund.

Attachments:

- Images of the proposed sculpture
- Site plan of Battery Park
- Statement of support from BPRW

Image #1: Side 1



Image #2: Side 2



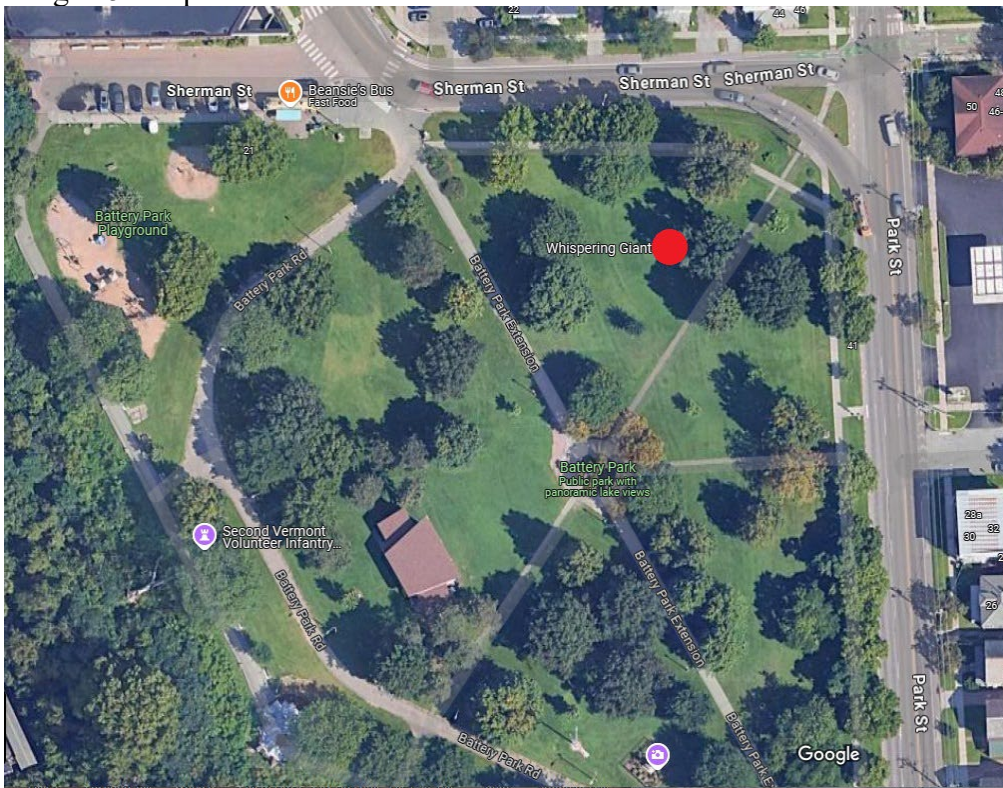
Image #3: Cap piece



Image #4: Location



Image #5: Map





March 10, 2025

To whom it may concern:

Burlington Parks, Recreation & Waterfront (BPRW) supports the addition of murals on the home and visitor dugouts at the Calahan Park Little League field, ensuring the art represents the diversity of users participating in baseball now and in the future.

In addition, BPRW supports the replacement of Chief Greylock at Battery Park as proposed.

Sincerely,

A handwritten signature in black ink that reads 'C. Wight'.

Cindi Wight
BPRW Director



To: Burlington City Arts - Doreen Kraft, Executive Director

From: Burlington City Arts - Public Art Committee

Date: 3.13.25

Re: Artwork Gift - Recommendation to Approve and Accept

Dear Doreen:

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

On March 13 2025, the Public Art Committee of the BCA Board of Advisors (the "Committee") met to discuss, among other things, the proposed gift of Artwork to replace the current Chief Greylock work in Battery Park described in Exhibit A attached hereto (the "Gift"). Based on the information presented to the Committee, the Committee agreed that the Gift meets the criteria for Selecting Artists and Artwork as outlined in Section V of the Guidelines. Accordingly, the Committee voted to recommend the approval and acceptance of the Gift pursuant to Section VI.B.2 of the Guidelines.

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

Sincerely,

Burlington City Arts Board of Advisors

A handwritten signature in black ink, appearing to read "Livia DeMarchis", is written over the typed name.

Livia DeMarchis, Public Art Committee

To: Doreen Kraft, Executive Director

From: Burlington City Arts Board of Advisors

Date: March 18, 2025

Re: Gift Acceptance – Public Art Gift to the City by the Abenaki Nation of Missisquoi

Dear Doreen:

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

Pursuant to Sections VI.B.2 and VI.B.3 of the Guidelines, the BCA Board of Advisors (the “Board”) hereby certifies its approval of the Acceptance of the Public Art Gift to the City by the Abenaki Nation of Missisquoi (the “Gift”). The Board’s decision to approve the Gift is based on the City’s commitment to encourage equitable and empowering partnerships with leadership and citizens of the Vermont Abenaki Community and ensuring their continued representation in the City’s Public Art program is important. The Board also as reviewed considerations, including, among other things, its inherent artistic quality, its planned design and materials, its durability and ability to be maintained, its accessibility by the public, and its environmental impact and believes it that the proposed Gift fulfills the goals of the Art in Public Places Program. Finally, having considered the recommendations of the Public Art Administrator and the Public Art Committee, the Board has concluded that the Gift is fitting and appropriate to the Project’s function and location.

In light of the above, the Board believes it to be in the best interests of the City and the Art in Public Places Program to initiate a gift agreement with the Abenaki Nation of Missisquoi for the proposed gift in accordance with Sections VI.B.2 and VI.B.3 of the Guidelines.

Sincerely,

Lori Rowe

Burlington City Arts Board of Advisors

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: City Arts Submitter: Colin Storrs
Title/Subject: Authorization to Accept a Work of Public Art from the Abenaki Nation of Missisquoi Tribal Council

Approval Requested:

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

Meeting Date:

Click or tap to enter a date.
2/17/2026
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	2/5/2026	Doreen Kraft
Mayor's Office	Yes	2/10/2026	Kara Alnasrawi
Board/Commission	Yes	3/18/2025	BCA Board of Advisors
City Attorney's Office for memo and contracts or legal documents	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	2/6/2026	Emmett Wood
CAO for budget, financing, and memo	Yes	2/5/2026	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.