



Church Street Marketplace Commission

Wednesday, March 18, 2026, 9:00 AM, Fletcher Free Library (Local History Room, 235 College Street, First Floor, Burlington, VT 05401)

PLEASE NOTE:

This meeting will be held on Zoom and in-person in Fletcher Free Library (Local History Room, 235 College Street, First Floor, Burlington, VT 05401)

Zoom Info: <https://zoom.us/j/6798652576>

1. Adopt the Agenda

2. Adopt Minutes

Subject	2.1. Adoption of Minutes
Meeting	March 18, 2026 - Church Street Marketplace Commission Agenda - Wednesday, March 18, 2026, 9:00 AM, Fletcher Free Library (Local History Room, 235 College Street, First Floor, Burlington, VT 05401)
Category	2. Adopt Minutes
Department	Church St. Marketplace
Type	

3. Public Forum

4. Commissioner Items

Subject	4.1. Commissioner Items (5 minutes per commissioner)
Meeting	March 18, 2026 - Church Street Marketplace Commission Agenda - Wednesday, March 18, 2026, 9:00 AM, Fletcher Free Library (Local History Room, 235 College Street, First Floor, Burlington, VT 05401)
Category	4. Commissioner Items
Department	
Type	Information

5. Cart Vendor Selection

Subject	5.1. Cart Vendor Memo and Presentation
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Meeting	March 18, 2026 - Church Street Marketplace Commission Agenda - Wednesday, March 18, 2026, 9:00 AM, Fletcher Free Library (Local History Room, 235 College Street, First Floor, Burlington, VT 05401)
Category	5. Cart Vendor Selection
Department	Church St. Marketplace
Type	
Subject	5.2. Vote Needed
Meeting	March 18, 2026 - Church Street Marketplace Commission Agenda - Wednesday, March 18, 2026, 9:00 AM, Fletcher Free Library (Local History Room, 235 College Street, First Floor, Burlington, VT 05401)
Category	5. Cart Vendor Selection
Department	Church St. Marketplace
Type	Action

6. Outdoor Retail Vending Season Extension

Subject	6.1. Vote Needed
Meeting	March 18, 2026 - Church Street Marketplace Commission Agenda - Wednesday, March 18, 2026, 9:00 AM, Fletcher Free Library (Local History Room, 235 College Street, First Floor, Burlington, VT 05401)
Category	6. Outdoor Retail Vending Season Extension
Department	Church St. Marketplace
Type	Action

7. 180 Church Street RFP

Subject	7.1. Vote Needed
Meeting	March 18, 2026 - Church Street Marketplace Commission Agenda - Wednesday, March 18, 2026, 9:00 AM, Fletcher Free Library (Local History Room, 235 College Street, First Floor, Burlington, VT 05401)
Category	7. 180 Church Street RFP
Department	Church St. Marketplace
Type	Action

8. Public Forum (OPC Specific)

9. Overdose Prevention Center Memo

Subject	9.1. Vote Needed
Meeting	March 18, 2026 - Church Street Marketplace Commission Agenda - Wednesday, March 18, 2026, 9:00 AM, Fletcher Free Library (Local History Room, 235 College Street, First Floor, Burlington, VT 05401)
Category	9. Overdose Prevention Center Memo
Department	Church St. Marketplace

Type Action

10. Reports

Subject 10.1. Treasurer's Report

Meeting March 18, 2026 - Church Street Marketplace Commission Agenda - Wednesday, March 18, 2026, 9:00 AM, **Fletcher Free Library (Local History Room, 235 College Street, First Floor, Burlington, VT 05401)**

Category 10. Reports

Department Church St. Marketplace

Type

Subject 10.2. Director's Report

Meeting March 18, 2026 - Church Street Marketplace Commission Agenda - Wednesday, March 18, 2026, 9:00 AM, **Fletcher Free Library (Local History Room, 235 College Street, First Floor, Burlington, VT 05401)**

Category 10. Reports

Department Church St. Marketplace

Type

Subject 10.3. Chair's Report

Meeting March 18, 2026 - Church Street Marketplace Commission Agenda - Wednesday, March 18, 2026, 9:00 AM, **Fletcher Free Library (Local History Room, 235 College Street, First Floor, Burlington, VT 05401)**

Category 10. Reports

Department Church St. Marketplace

Type

11. Adjournment

Subject 11.1. Motion to adjourn

Meeting March 18, 2026 - Church Street Marketplace Commission Agenda - Wednesday, March 18, 2026, 9:00 AM, **Fletcher Free Library (Local History Room, 235 College Street, First Floor, Burlington, VT 05401)**

Category 11. Adjournment

Department Church St. Marketplace

Type Action

12. Informational and Non-Discrimination Statements

Subject 12.1. This agenda is available in alternative formats upon request. For more information on access, call Lori Olberg, Licensing, Voting and Records Coordinator (802-865-7136)(TTY 802-865-7142). Persons with disabilities who require assistance or special arrangements to participate are encouraged to contact 802-865-7000 (voice) or 802-865-7142 (TTY) at least 72 hours in advance so that proper arrangements can be made. This meeting will also air on Town Meeting TV the Wednesday after the meeting, starting at 8:00 pm and

repeating at 1:00 am and 7:00 am the following day. The City of Burlington will not tolerate unlawful harassment or discrimination on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status or genetic information.

Meeting	March 18, 2026 - Church Street Marketplace Commission Agenda - Wednesday, March 18, 2026, 9:00 AM, Fletcher Free Library (Local History Room, 235 College Street, First Floor, Burlington, VT 05401)
Category	12. Informational and Non-Discrimination Statements
Department	Church St. Marketplace
Type	Information



CHURCH STREET MARKETPLACE DISTRICT COMMISSION

February 18, 2026

9:00 AM

Location: Fletcher Free Library, Local History Room - 235 College St, Burlington, VT 0540

Attendance:

Commissioners: Mark Bouchett, Becky Holt (Zoom), Linda Magoon, Sam Tolstoi, Erik Monsen, Sarah Beal, and Romeo von Hermann (Zoom)

Absent: Cara Tobin, Chris Haessly

Staff: Samantha McGinnis – CSM Director, Jessica Dudley - Marketing Manager, Aida Washburn – Project & Event Coordinator, Andrew Bacher – CSM Coordinator, Kimberly Rojas – Community Engagement Coordinator

- I. COME TO ORDER
 - a. Meeting is brought to order at 9:05am
- II. APPROVE AGENDA
 - a. Motion to approve – Linda Magoon
 - i. Seconded – Erik Monsen
 - b. Agenda approved unanimously
- III. APPROVE MINUTES
 - a. Motion to approve – Erik Monsen
 - i. Seconded – Sam Tolstoi
 - b. Minutes approved unanimously
- IV. PUBLIC FORUM – GENERAL
 - a. No members of the public had comments for public forum
- V. COMMISSIONER UPDATES
 - a. Sarah Beal – Frustrated that commissioners have not been provided information regarding the location of the Overdose Prevention Center.

- i. Mark Bouchett to draft and send memo to Mayor's office

VI. MAIN STREET AMERICA ACCREDITATION

- a. Director Samantha McGinnis explains memo: Main Street America maintains two levels of partnership: Affiliate and Accredited. The Church Street Marketplace has been an Affiliate Member for several years. To increase our recognition, credibility, and standing within the organization, I recommend that we pursue Accredited status, the highest tier of designation, for our 2026 community evaluation.
 - i. Linda Magoon expresses support, suggests talking to property owners.
 - ii. Sam Tolstoi says biggest hurdle for business owners is high downtown rents.
 - iii. Erik Monsen advises to be mindful of becoming "too corporate."
 - iv. Sarah Beal suggests a one-pager to commercial brokers and property owners on the gaps we are looking to fill.
- b. Vote to support the actions recommended by the Church Street Marketplace staff
 - i. Moved by Linda Magoon
 - ii. Seconded by Sam Tolstoi
 - iii. All in favor of the motion

VII. CART VENDOR ATTENDANCE POLICY

- a. Andrew Bacher gives overview of attendance policy options discussed by in Cart Vendor Subcommittee meeting.
- b. Motion to adopt Cart Vendor Subcommittee recommendation of Attendance Policy #3 – Cart vendors must be in attendance for a minimum of 15 days during the season. This may be nonconsecutive.
- c. Moved by Sarah Beal.
- d. Seconded by Sam Tolstoi.
- e. All in favor of the motion.

VIII. HOLIDAYS ON THE MARKETPLACE PRESENTATION

- a. PowerPoint slides reviewing feedback and numbers for Holidays on the Marketplace events and activations presented by Director Samantha McGinnis.

IX. TREASURER'S REPORT

- a. Currently 15K-20K short of fundraising goal.
- b. Spending is still down despite snow removal needs throughout the season.

- c. If spending continues as is, we will likely be at or below budget by end of fiscal year.

X. DIRECTOR'S REPORT

Samantha McGinnis reports that:

- a. CEDO Director, Kara Alnasrawi, is absent due to taking interim role with Mayor's Office. Expects to be back in ~6 weeks.
- b. Review of Snow Ball and other February events and activations.
- c. Penguin Plunge rescheduled to March.
- d. Maple Madness planning underway.
- e. Olive & Ollie will reopen as Whim.
- f. Cart Vendor Program applications open.
- g. Leunig's kiosk RPF has been posted.
- h. Grant has been submitted for new bollards along Church Street.
- i. Met with Mayor in last month to discuss downtown.
- j. Outreach to third parties in preparation for summer events.

XI. CHAIR'S REPORT

- a. February Merchant Meeting went well.
- b. Visitors seemed to really appreciate the Snowflake and Heart Hunts.
- c. Ad hoc group to discuss marketplace governance has meeting with Mayor's Office and CEDO Director Kara Alnasrawi.

XII. ADJOURN

- a. Motion to adjourn
 - i. Moved by Sam Tolstoi
 - ii. Seconded by Sarah Beal
- b. Meeting is brought to close at 10:25 am

Next Meeting: Wednesday, March 18, 2026



To: Church Street Marketplace Commission
From: Andrew Bacher, Marketplace Coordinator
CC: Samantha McGinnis, Director
Date: March 11, 2026

Re: Cart Vendor Program 2026

Background:

The Church Street Marketplace Cart Vendor program is a long-standing tradition that has seen entrepreneurs blossom from “just an idea” to brick-and-mortar restaurant owners year after year. The program is a unique opportunity for creative entrepreneurs and businesses to operate a mobile food, retail, or artisan carts on the Marketplace. The cart vending season will run from May 1, 2026 – April 30, 2027. The cart vendors bring a creative, approachable, and invigorating vibe to the Marketplace. In addition, the program brings in roughly \$30,000 in revenue to the Marketplace annually.

Staff ran an application process for the 2026 cart vendor program on the Church Street Marketplace earlier this year. The application opened Wednesday, January 28, 2026 and closed Sunday, February 22, 2026 at 11:59pm. We received a total of 12 applications. Staff meet with the Cart Vendor Committee on Friday, March 6, 2026 to discuss the 9 returning, one with a menu change, and 3 new vendor applications.

Recommended Action:

The cart vendor committee recommends awarding cart vendor licenses to the following:

Slate of returning cart vendors:

- Mathew’s Montreal’s Famous (food)
- South End Sliders (food)
- Café Istanbul (food)
- A-Maize-Ing Kettle Korn (food)
- Samosaman (food)
- Trinidadian Cuisine (food)
- Jilib Jiblets (food)
- Sabah’s House(food)
- Church Street Cheesesteaks (Kona Beachside) (food)
 - Note menu change for returning cart vendor

Slate for new cart vendors:

- Bernique’s Boutiques (artisan)
- Tambo (food)
- Watercolors by Joshy (artisan)

CHURCH STREET MARKETPLACE COMMISSION MEETING

DATE March 18 2026





AGENDA

- REVIEW APPLICATION SLATE FOR LICENSE APPROVAL
- COMMISSION VOTE ON SLATE FOR LICENSE APPROVAL

RETURNING CART VENDOR SLATE



RETURNING VENDORS FOR APPROVAL

MATHEW'S MONTREAL'S FAMOUS | MATHEW PANETA

SOUTH END SLIDERS | KUJTIM HASHANI

CAFÉ ISTANBUL | MUZO VURGUN

A-MAIZE-ING KETTLE KORN | PAUL BUSCHNER

CHURCH STREET CHEESESTEAKS / KONA BEACH SIDE | SANDI PASAGIC*

SAMOSAMAN | KARIM FUAD

TRINIDADIAN CUISINE | ALEXANDER MITCHELL

JILIB JIBLETS | SAID BULLE

SABAH'S HOUSE | MUSTAFA KHUDAIER



KONA BEACHSIDE | SANDI PASAGIC

Fish meals and light health foods

PRICE RANGE

\$15 - \$21

SCHEDULE

Thursday – Sunday 2pm – 8pm
Considering late night

RECOMMENDATION

APPROVE



**KONA
BEACHSIDE**

TIKI BAR AND GRILL

North Beach, Burlington VT

Island Ember Poke Bowl	15.24
Wild Caught Ahi Tuna, Mango Pineapple Pico de Gallo, Seaweed Salad, Cucumber, Crispy Fried Garlic over Coconut Rice, Island Ember Sauce	
Chipotle Huli Huli Chicken Tacos	11.65
2 Tacos, Marinated & Shredded Chicken, Mango Pineapple Pico de Gallo, Pickled Onion, Served with Deep River Kettle Chips	
Huli Huli Jackfruit Tacos	11.65
2 Tacos, Shredded Jackfruit, Mango Pineapple Pico de Gallo, Pickled Onion, Served with Deep River Kettle Chips	
Langostino Lobster Roll	21.52
Wild Caught Langostino, Toasted Brioche Roll Served with Deep River Kettle Chips	



NEW CART VENDOR SLATE

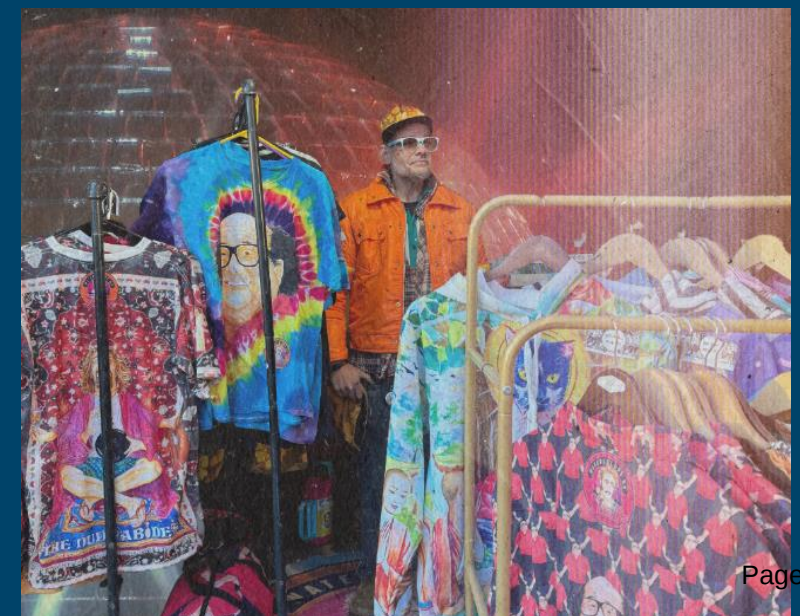


NEW APPLICANTS FOR APPROVAL

BERNIQUE'S BOUTIQUES | BERNIQUE SHAKIMANA

TAMBO | LIANE LEWIS

WATERCOLORS BY JOSHY | JOSHY PELLERIN



BERNIQUES BOUTIQUES

BERNIQUE SHAKIMANA

Rawandan woven baskets and jewelry

PRICE RANGE

\$20 - \$80

SCHEDULE

Saturday 9-1:30, Sundays 12-6

RECOMMENDATION

APPROVE



TAMBO | LIANE LEWIS

Authentic Peruvian street-style food

PRICE RANGE

Sandwiches: \$12 - \$15

Meals: \$18 - \$22

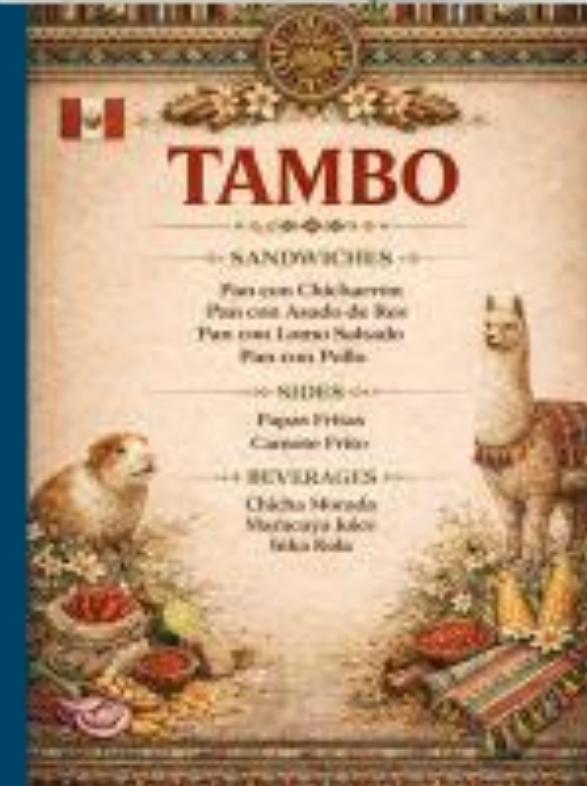
Drinks: \$3 - \$5

SCHEDULE

Wednesday - Sunday 10am – 8 pm

RECOMMENDATION

APPROVE



WATERCOLORS BY JOSHY | JOSHY PERLLERIN

Original watercolor artwork on clothing

PRICE RANGE

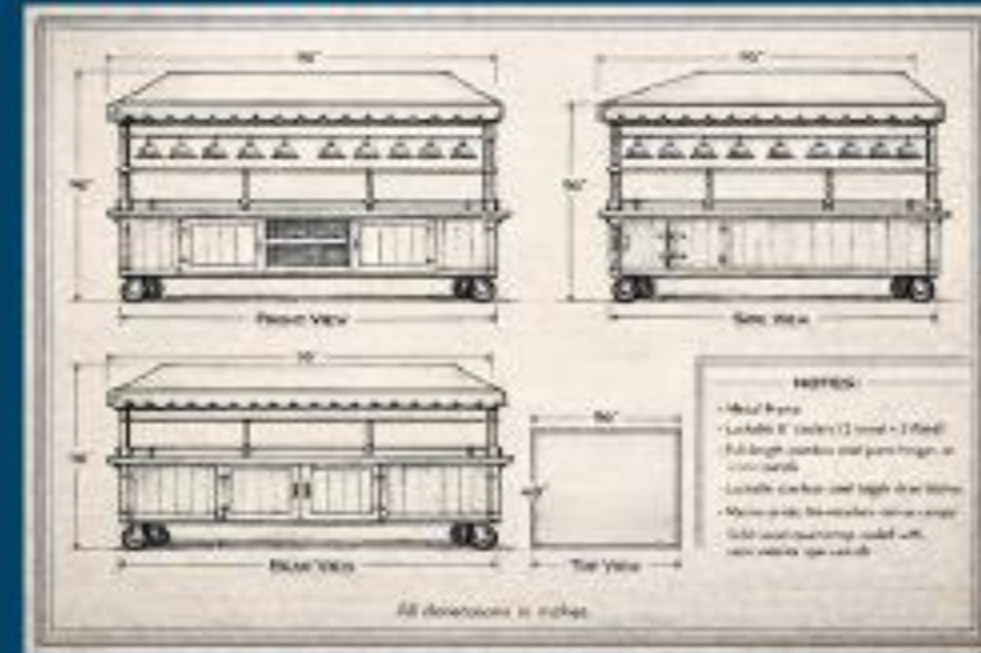
\$3-\$100

SCHEDULE

Tuesday – Sunday 10 am – 8 pm

RECOMMENDATION

APPROVE



THAT'S ALL!

Thanks everyone

Any additional questions or comments?



To: Church Street Marketplace Commission
From: Andrew Bacher, Marketplace Coordinator
CC: Samantha McGinnis, Director
Date: March 12, 2026

Re: Outdoor Retail Tent Program Policy Changes

Background:

Established in response to the COVID Pandemic, the Church Street Outdoor Retail Tent Program permits first floor merchants to have up to two 10'x10' pop-up tents outside of their businesses. Merchants must apply to the program annually and pay a fee of \$500/tent. All merchants are permitted to set-up tents during the Sidewalk Sale, regardless of their Outdoor Retail Tent permit.

Since its inception, the program has grown in popularity, with dozens of permits issued each season. In 2025, the program brought in \$2500 in revenue. The program currently operates from May 1 through October 31, aligning with the outdoor patio season and minimizing obstructions during the winter months.

Marketplace staff have received multiple requests from merchants to set up their outdoor retail tents outside of this timeframe to capture more customers on warm days in the spring and fall.

To enhance program vibrancy, generate additional revenue, and increase street activation in the spring and fall, staff recommends the following amendment to the Retail Tent Program:

- **Full-Year Permit Option:**
 - a. Offer a full-year permit at a rate of \$700/tent. The permit will be valid May 1 – April 30.
 - b. Tents will not be permitted during snowstorms, high wind or other inclement weather conditions. They are also prohibited during major events and they must not impede deliveries.

Recommended Action:

Staff recommends that the Commission approve the additional, full-year retail outdoor tent permit as a part of the Outdoor Retail Tent Program.



CHURCH STREET MARKETPLACE

To: Church Street Marketplace Commission
From: Andrew Bacher, Marketplace Coordinator
CC: Samantha McGinnis, Director
Date: March 18, 2026

Re: 180 College Street RFP

Background:

Since 1982, the property at 180 College Street has been owned by the Church Street Marketplace and leased to various food and beverage businesses. The current lease will expire on July 31st, 2026 with no option for the current tenant to renew. In response, the Church Street Marketplace issued a Request for Proposals (RFP) to identify a new tenant. The RFP was posted on February 6th, and it closed on February 27th. We received four applications from this RFP. The applications were reviewed by a committee composed of Marketplace Staff, a Marketplace Commissioner, and two community partners with food and beverage experience. They graded these applications on the five criteria outlined in the RFP (see attached).

After scoring and reviewing the applications, the Committee chose to move forward with Sabah Hussen of Sabah's House. Sabah's House is a family-operated catering and food business specializing in Middle Eastern cuisine. They have operated in the downtown for the past four years. Their concept for the kiosk blends traditional Middle Eastern flavors, such as Arabic coffee, cardamom tea, and shawarma sandwiches, with familiar American café staples like lattes, chicken garden salads, and fries. The kiosk would operate for breakfast and lunch at least six days a week.

The review committee was impressed with Sabah's dedication and entrepreneurial growth, having quickly expanded the business from a farmers market pop-up to a thriving food cart and catering operation. Through these experiences, Sabah's House has demonstrated the ability to meet high-volume demand, including vending at events such as the South End Get Down and Vermont Green games and consistency vending on the Marketplace 3-days a week last season.

Their proposed menu is expansive, affordable, and inclusive of various dietary restrictions. Additionally, their financial model appears adaptable and resilient to seasonal fluctuations in foot traffic as well as broader economic challenges. The committee acknowledges this will be a big step for Sabah's business, and their proposal demonstrated extensive thought and planning towards this next chapter.

Sabah's House proposed an annual rent of \$36,310 based on their predicted revenue of \$242,200 which meets the requirements laid out in the RFP. Previously, the kiosk's annual rent was \$19,224. Sabah's House is in good financial standing, with their current business free of debt,



CHURCH STREET
M A R K E T P L A C E

and has years of demonstrated success as a cart vendor on the Marketplace and throughout Burlington. The Marketplace team is in the process of reviewing Sabah's House's financial references, personal and professional were provided, and the approval to offer her the lease opportunity for 180 College Street is contingent on strong recommendations from these references.

Recommended Action:

The Marketplace RFP Review Committee recommends awarding a three-year lease for 180 College Street to Sabah's House, contingent upon receiving a satisfactory recommendation from their financial, personal, and professional references.

CITY OF BURLINGTON
REQUEST FOR PROPOSALS**Issued: February 6, 2026****Due: February 27, 2026****I. PROJECT BACKGROUND**

The historic, award-winning Church Street Marketplace District is the heart of downtown Burlington, Vermont – Vermont’s largest city and a commercial and community center for the region. Built in 1981, Burlington's Church Street Marketplace District is a business improvement district; it is managed by the Church Street Marketplace, a department of the City of Burlington, Vermont. The Marketplace District is extensively programmed and managed to be a lively place throughout the year, hosting roughly 100 events annually. Restaurants, street vendors, and more than 75 retail shops lend to the magic that makes Vermont's only pedestrian mall such a beloved place for locals and tourists alike. Each year, some 1.5 million visitors come here to shop, eat, meet and greet, mark milestones, or just pass the time of day.

The Church Street Marketplace (“Marketplace”) is offering an exciting opportunity for a creative entrepreneur (“Operator”) to operate a food and beverage business out of its kiosk at 180 College Street (“Premises”). This kiosk sits at the corner of Church Street and College Street and includes 135 square feet of finished space with display windows, prep and cooking space, and a take-out window for service.

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified food vendors for operation of the Church Street Marketplace kiosk. Applicants should submit proposals for use of the kiosk that advance the City’s goals to offer quality and consistent food and beverage service during daytime hours while bringing more diversity to the Marketplace. Proposal guidelines, limitations, and expectations are outlined in the sections that follow. The City expects to enter into a three-year lease with the Operator with the option to renew the lease for an additional two-year period, and payment to the City will be a revenue-sharing model with a minimum annual payment requirement.

II. SCOPE OF WORK

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

- Provide an on-going revenue stream for the Church Street Marketplace’s operating budget;
- Activate the Church Street Marketplace with a consistent food and beverage retailer;
- Provide a small business owner from the a historically underserved community with an opportunity to capitalize on this prime location; and

- Secure a three-year lease with the option of one two-year renewal with the Operator for the Church Street Marketplace kiosk

The City will provide:

- A retail space measuring 135 sq ft. (please note **no bathroom** is included however there are public restrooms at City Hall one block away between 8:00AM-4:30PM Monday through Friday and 10am-6:30pm Saturday and Sunday) with additional seasonal seating available adjacent to the space;
- Access to water, wastewater, and electrical service (at operator's expense);
- The maintenance and cleaning of the area surrounding the premises; and
- Programming and marketing of Church Street Marketplace.

The successful Operator will be expected to:

- Be responsible for maintenance (including graffiti removal), all repairs, and improvements of 180 College Street both interior and exterior of the premises.
- Offer food and/or beverage to visitors of the Church Street Marketplace.
- Provide on-site waste, recycling and composting receptacles and disposal of all waste recycling and composting.
- Pay for all utilities provided to the premises -- water/sewage, electricity, phone if desired; no other charges or fees shall be imposed by the commission other than those described
- Pay for City of Burlington property tax (approx. \$2,309 annually) and Church Street Marketplace fees (approx. \$380 annually).
- Provide staffing and management of the premises to operate for a minimum of 6 hours/day and a minimum of 6 days a week year-round with a strong preference for breakfast and lunch service. 7 days per week and additional hours are encouraged and will positively impact the application. A schedule outside of this is permissible upon approval of the Director of the Church Street Marketplace.
- Obtain any and all permits and licenses required to operate their business. Design and construction are subject to the City's building codes, fire safety and zoning as well as approval from the Director of the Church Street Marketplace.
- For the allowance to conduct business operations at the Church Street Marketplace kiosk, the City asks for a proposed compensation package of 15% of gross revenue receipts, with a minimum payment of \$18,333,33 for the first year (this includes a one month rent abatement for the first month of the lease), \$20,000 for the second year, and \$21,000 for the third. There shall be a rent abatement for the first month of operations.

III. RESPONSE FORMAT

Please include the following information in your proposal:

Cover Letter

- A brief synopsis of your business proposal

- A statement of your understanding of the scope of work
- Why your proposal is the most appropriate for the kiosk

Specific Food Vending Experience & Business Leadership

- A summary of your business' experience and expertise with operation of similar facilities, including information on past experiences.
- A description of the business ownership and leadership, their background, how they identify, and their experience operating similar types of businesses.
- A statement of capacity indicating ability to successfully operate a business, solely or with a collaborator, including current staffing capacity and a plan to staff the premises for the required minimum hours of operation.
- Indicate if your company has been a party in any legal suit in the past five years that may have a material impact on your company's ability to perform its duties with respect to your proposed services. If so, please explain.

List of References

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

Concept

- Description of the business you propose for the premises, including description of food items to be sold including expected price points. Concepts that bring something unique to the Church Street Marketplace without being in direct competition with other Marketplace businesses are preferred and will be viewed favorably.
- Images of branding for your business.
- Explain how your experience in the community will ensure maximum patron satisfaction and convenience.

Financials

- Provide financial projections, using attached template for the first 12 months (1 year) of operation at the level of activity described above, accounting for all revenues and expenses associated with the fit up and operation of the premises. A template is provided in Attachment B, feel free to adapt it as needed. Identify the sources and amounts of the revenue you propose as a result of your business model.

IV. CONTRACTOR SELECTION

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

Proposals will be ranked based on the criteria listed below. Each proposal should contain responses that speak to each element of the evaluation criteria in a concise and easily identifiable manner. Information and/or factors gathered during interviews, discussions and/or negotiations also shall be utilized in the final selection decision. *Please keep these criteria in mind in preparing your response.*

Experience & Qualifications Applicants will be graded based on previous business operations, business legal standing, the experience of the applicant and/or applicants' partners and their understanding and mastery of their industry. Consideration will be made to knowledge of the local community and sourcing local products.	30 pts
Business Ownership & Leadership Extent to which the business is at least 51% owned, operated, and controlled by an individual from a historically underserved community.	10 pts
Business Concept Demonstrates a unique and complementary food experience for the Marketplace. Displays a range of price points. Meets minimum requirements for opening hours.	25 pts
References, Business Standing & Prior Lessor Evaluation City of Burlington will contact all references, follow-up with current or previous town/city tax departments to ensure good standing and contact current or previous landlords/lessors of rented space the applicant has utilized for place of business.	20 pts
Financial Feasibility Demonstrates financially feasible business model, including total financial return to the Marketplace.	15 pts
Total Possible Points	100 pts

Interviews and Negotiations

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

At the conclusion of discussions and on the basis of evaluation factors as stated in the Request for Proposals and information developed in the selection process, the review committee shall develop a final ranking of the proposals. Negotiations shall be conducted beginning with the respondent ranked first for the project. If a contract satisfactory and advantageous to the Marketplace can be negotiated at a price considered fair and

reasonable, the award shall be made to the applicant. Otherwise, negotiations conducted with the respondent deemed first shall be formally terminated and negotiations conducted with the applicant deemed second, and so on until such a contract can be negotiated at a fair and reasonable price.

V. SUBMISSIONS

Proposals should be submitted **via email** to Samantha McGinnis, Director of Church Street Marketplace, City of Burlington, smcginnis@burlingtonvt.gov by **February 27, 2026 at 4PM.**

Questions concerning this RFP should be directed to Samantha McGinnis and received by **4:00 P.M. on Friday, February 13, 2026.** All answers to questions (all names withheld) will be publicly posted on our website, <https://www.burlingtonvt.gov/Bids.aspx> for all interested parties to see by Wednesday, February 18, 2026.

A confirmation of receipt will be provided to the sender's email address.

Tentative Selection Schedule

- RFP Posted: February 6, 2026
- Site Visit (Optional) – February 12, 2026, 12 PM
- **Questions Due – February 13, 2026, 4 PM**
- Answers Posted – February 18, 2026
- **Application Period Closes – February 27, 2026. 4 PM**
- Application Review Period and Interviews – March 2 – March 13, 2026
- CSM Commission Vote – March 18, 2026
- Board of Finance – April 13, 2026
- City Council Approval – April 27, 2026
- Lease Start: July 1, 2026

VI. ATTACHMENTS

Attachment A: Property Layout

Attachment B: Business Projections Template

Attachment C: Draft Contract Template

Attachment D: Burlington Standard Contract Conditions

Attachment D-1: Standard Insurance Conditions & Indemnification

Attachment E: Burlington Livable Wage Ordinance Certification

Attachment F: Burlington Outsourcing Ordinance Certification

Attachment G: Burlington Union Deterrence Ordinance Certification

VII. AGREEMENT REQUIREMENTS

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

The selected contractor will be required to execute a contract with the City on the terms and conditions required by the City, including but not limited to those in the Burlington Standard Conditions (Attachment D) and the attached Draft Agreement (Attachment B). Any objections to the City's standard contract should be submitted as part of the proposal.

VIII. LIMITATIONS OF LIABILITY

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

IX. COSTS ASSOCIATED WITH PROPOSAL

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

X. INDEMNIFICATION

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

XI. REJECTION OF PROPOSALS

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

XII. OWNERSHIP OF DOCUMENTS

Any materials submitted to the City in response to this Request for Proposals shall become the property of the City unless another arrangement is made by written agreement between the City and the responding party. The responding party may retain copies of the original documents.

XIII. DUTY TO INFORM CITY OF BID DOCUMENT ERRORS

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

XIV. PUBLIC RECORDS

Any and all records submitted to the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of City. All records the responding party considers to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, or that the responding party otherwise seeks to have the City consider as exempt must be identified clearly and specifically at the time of submission. It is not sufficient to merely state generally that a proposal is proprietary, contains a trade secret, or is otherwise exempt. Particular records, pages, and sections which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

XV. PUBLIC HEALTH EMERGENCIES

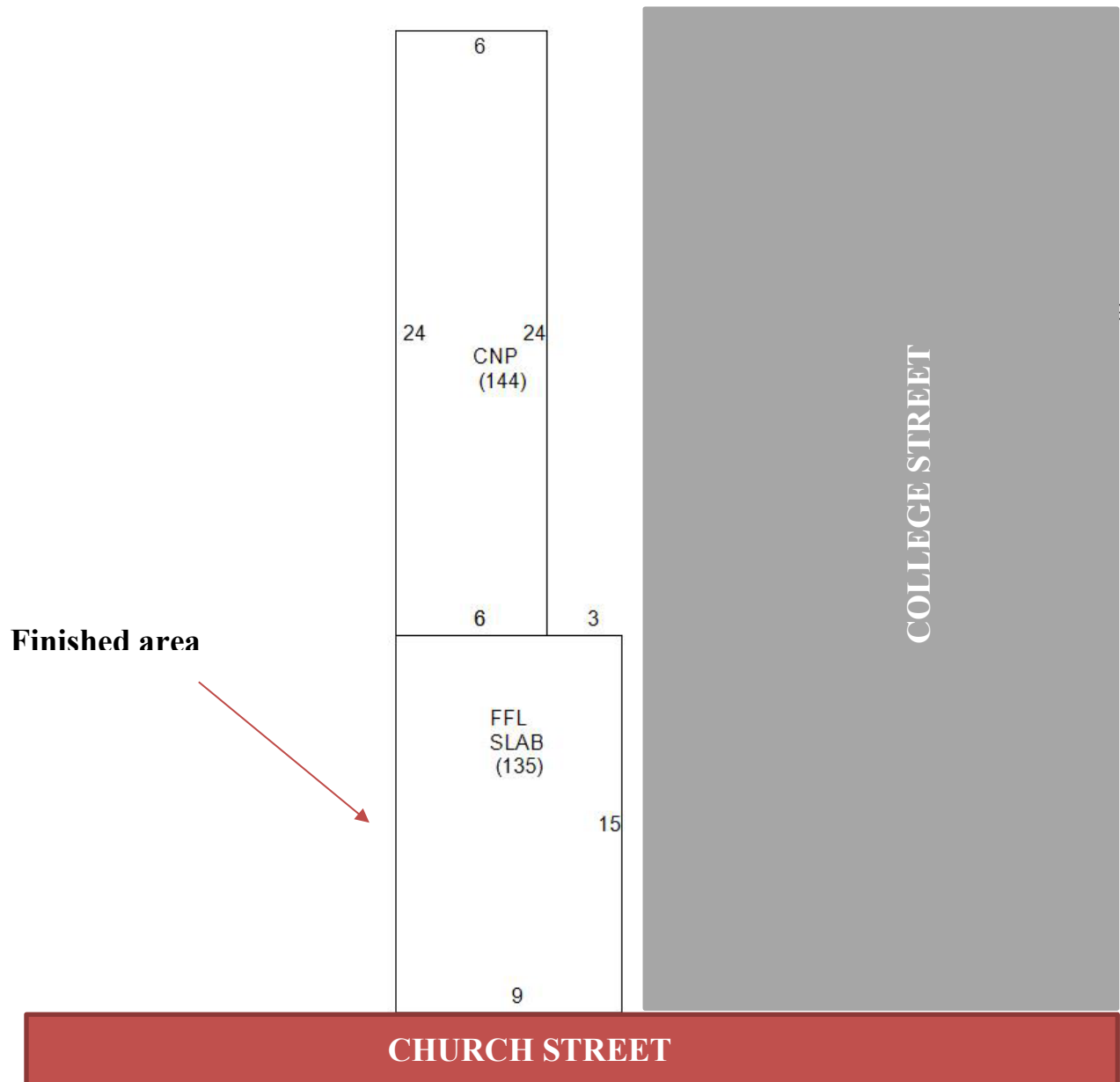
Proposers are advised that public health emergencies, as declared by the City, the State of Vermont, or the Federal government may introduce significant uncertainty into the project, including disruption of timelines or revised practices. The contractor shall consider public health emergencies as they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

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

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

The City will have sole discretion to approve, deny, or require changes to this plan as a condition of consideration of the bid, will retain the right to inspect all work to ensure compliance with health and safety standards, and may at any time require the contractor to stop work because of the emergency. If a public health emergency is declared, the City will not be responsible for any delays related to the sequence of operations or any expenses or losses incurred as a result of any delays. Any delays related to public emergencies but will not be compensable.

Attachment A: Property Layout



Attachment B: Business Projections Template

Attachment C: Draft Contract Agreement

CITY OF BURLINGTON DRAFT LEASE AGREEMENT WITH LESSEE

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

1. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

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

2. RECITALS

- A. **Authority.** Authority to enter into this Lease exists in the City Charter. Required approvals, clearance, and coordination have been accomplished from and within each Party.
- B. **Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Lease.
- C. **Purpose.** The City owns and operates a building located at 180 College Street in Burlington, Vermont. The City and Lessee wish to enter into an agreement leasing certain portions of the Marketplace’s premises to Lessee to further and carry out the purposes of the operation of food service. This Lease establishes the conditions and terms of Lessee’s use of the Leased Premises.
- D. **References.** All references in this Lease to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments, are references to sections subsections, exhibits, or other attachments contained herein or incorporated as part of this Lease, unless otherwise noted.

3. DEFINITIONS

- A. **“Leased Premises”** means the City-owned building and ground space known and numbered as 180 College Street in Burlington, Vermont, which consists of approximately 135 square feet of building space. A description and map of the Leased Premises are included as Attachment A.
- B. **“Effective Date”** means the date on which this Lease is approved and signed by the City, as shown on the signature page of this Lease.
- C. **“Hazardous Substance”** means and includes, but shall not be limited to, any element, substance, compound or mixture, including disease-causing agents, which after release into the environment or work place and upon exposure, ingestion, inhalation or assimilation into any organism, either directly or indirectly, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction or physical deformations in such organisms or their offspring, and all hazardous and toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), or any other similar substances, or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, CERCLA, and regulations adopted pursuant to such Acts, the Toxic Substances Control Act of 1976, as heretofore or currently in effect (“TSCA”) and the Resource Conservation and Recovery Act of 1976, as heretofore or currently in effect (“RCRA”).
- D. **“Lease”** means this Lease Agreement, its terms and conditions, attachments, and documents incorporated by reference under the terms of this Lease.
- E. **“Party”** means the City or Lessee and “Parties” means the City and Lessee.
- F. **“Termination Event”** means any event described in Section 16.B.i. (Termination by the City – Breach)

4. TERM AND RENEWAL TERM(S)

- A. **Initial Term.** This Lease and the Parties’ respective performance shall commence on the Effective Date and expire on June 30, 2029.
- B. **Renewal Term.** Provided the Lessee is not in default on any terms or conditions, they shall have the option to extend the Lease for one additional two-year term, subject to all terms and conditions of this Lease.

5. LEASE—USES AND PURPOSES

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

- A. **Use.** Unless otherwise approved in writing by the City, Lessee shall use and occupy the Leased Premises for its food service operations.
- B. **Upkeep and Utilities.** Lessee shall furnish to the Leased Premises and pay all charges for telephone service, sewage service, stormwater, trash and/or hazardous waste removal, janitorial service, water, electric power, heat, gas, air conditioning and other utilities of every kind.

- C. **Condition.** Lessee shall keep and maintain all parts of the Leased Premises—including related and associated appurtenances—in good condition, order and repair during the term of this Lease. Such actions include but are not limited to: painting, lighting, removal of ground side snow and garbage, landscaping, replacement of broken glass with glass the same size and quality of that broken, and utility services.
 - D. **Sublease.** Lessee shall not sublease any portion of the Leased Premises without the express prior written approval of the City
 - E. **Compliance with Law.** Lessee shall observe and comply with any and all present and future requirements of the constituted public authority and with all federal, state, or local statutes, ordinances, regulations, standards, conditions, and agreements applicable to Lessee for its use of the Leased Premises, including, but not limited to, ordinances, rules and regulations promulgated from time to time by or at the direction of the City for the administration of the Church Street Marketplace. Further, Lessee shall—at its own expense—submit to and comply with the requirements of all state and federal regulatory agencies or municipal boards having jurisdiction over the construction of any fixed improvements on the Leased Premises, including, but not limited to, any Environmental Board or Board of Health.
 - F. **ADA.** Lessee shall—at its own expense—comply with the standards for accessible design known as the Americans with Disabilities Act (“ADA”) Accessibility Guidelines in connection with any new construction or alteration of the Leased Premises. Lessee shall bear the burden of this obligation regardless of whether any such Agency or Board shall require that the City be the applicant of record.
 - G. **Waste and Nuisance.** Lessee shall not make any actionable waste or nuisance upon the Leased Premises and shall not do or permit to be done anything which may result in the creation, commission, or maintenance of any such waste or nuisance on said premises or the Church Street Marketplace. Lessee shall properly handle, remove, and dispose of any and all lubricants and/or hazardous waste and maintain the Leased Premises in a clean and safe condition.
 - H. **Improvements.** Should Lessee desire to make infrastructure and Lessee-specific modifications or improvements to the Leased Premises, Lessee shall obtain advanced written approval by the City. Lessee shall be solely responsible for all costs associated with improvements without reimbursement or further consideration from the City. All approved additions or improvements must comply with the standards for accessible design known as the Americans with Disabilities Act Accessibility Guidelines and shall, on expiration or termination of this Lease, belong to the City without compensation to Lessee.
 - I. **Supervision.** Lessee shall ensure that the management, maintenance, and operation of the Leased Premises shall at all times be under the supervision and direction of an active, qualified, competent representative of Lessee, and Lessee shall identify its representative, and any successor, in writing to the City.
6. **MAINTENANCE AND CONDITIONS OF USE OF PREMISES**
- A. LESSEE shall maintain the PROPERTY in a manner which, in the sole discretion of the CITY, befits the appearance of the Church Street Marketplace. LESSEE is responsible for the maintenance of the inside and exterior of the PROPERTY; the CITY is responsible for maintenance at ground level around the PROPERTY.
 - B. If failure to perform maintenance in the manner deemed appropriate by the CITY shall continue for thirty (30) days after written notice thereof, the CITY may contract with others for maintenance of the PROPERTY. In such event, LESSEE shall be responsible for all such costs.

- C. LESSEE shall repair any damage to the PROPERTY
- D. caused by or arising from operation of its business. If LESSEE fails to make such repairs or replacements promptly, the CITY may, at its option, make such repairs or replacements, and LESSEE shall repay the cost(s) thereof. In case of damage by fire or other elements, or other causes beyond the control of LESSEE, such as to make the PROPERTY untenable or substantially unfit for use by LESSEE, if the cost of repair or reconstruction exceeds the extent of insurance proceeds, then LESSEE may terminate this Lease Agreement upon reasonable notice to the CITY. The CITY shall not be liable to LESSEE for losses due to theft, burglary, or other casualty, or for damages done by persons on the PROPERTY.
- E. LESSEE shall be responsible for cleaning the PROPERTY including but not limited to window washing. Window washing shall occur bi- weekly.
- F. LESSEE shall be responsible for all graffiti removal on the exterior of the PROPERTY.
- G. LESSEE shall be responsible for all trash removal and will not use Church Street Marketplace litter receptacles for disposal.
- H. LESSEE shall recycle all appropriate materials.
- I. LESSEE will, within its control, maintain a barrier-free walkway 9 ft. or more in width along the northern and western portions of the PROPERTY at all times; i.e. no inventory, stock, supplies, or signs, etc. will be allowed in such walkway.
- J. LESSEE at all times shall operate the business in an orderly manner. LESSEE shall not, with intent to cause public inconvenience or annoyance, engage in fighting or in violent, tumultuous behavior, make unreasonable noise, use abusive or obscene language, make an obscene gesture, obstruct vehicular or pedestrian traffic, or engage in any conduct which is proscribed by Chapter 19 of Title 13 of Vermont Statutes Annotated.

7. RENT

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

- A. **Leased Space Rent.** Lessee shall pay the City rent for access and use of the Leased Premises at a rate of 15% of gross receipts on a monthly basis for a total annual amount not inferior to the annual minimum listed below.

Year	Annual Minimum
1	\$18,333.33
2	\$20,000
3	\$21,000

- B. **Time for Payment.** Lessee shall make the rental payment due under this §7 on or before the 15th day of each calendar month based on the prior month's gross receipts during the term of this Lease. Rent payments should include back up documentation. Payment shall be made to:

Community and Economic Development Office, c/o Samantha McGinnis, 149 Church Street, 3rd Floor, Burlington, Vermont 05401.

- C. **Electronic Payment.** The City shall have the right, on not less than thirty (30) days prior written notice to

Lessee (the “Electronic Payment Notice”), to require Lessee to make subsequent payments of monthly rent, any additional back rent, and other monies due pursuant to the terms of this Lease by means of electronic funds transfer determined by the City in its sole and absolute discretion (the “Electronic Payment”). The Electronic Payment Notice shall set forth the proper bank ABA number, account number and designation of the account to which such Electronic Payment shall be made. Lessee shall promptly notify the City in writing of any additional information that will be required to establish and maintain Electronic Payment from Lessee’s bank or financial institution. The City shall have the right, after at least ten (10) days prior written notice to Lessee, to change the name of the depository for receipt of any Electronic Payment and to discontinue payment of any sum by Electronic Payment

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

8. CITY OBLIGATIONS

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

9. ENTRY OF LEASED PREMISES

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

- A. **Inspection.** To inspect the Leased Premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Lessee has complied and is complying with the terms and conditions of this Lease. Lessee shall provide the Director of the Church Street Marketplace with serviceable keys to the Property in order to permit the exercise of the City’s rights hereunder; or
- B. **Facilities.** To perform essential maintenance, repair, relocation or removal of existing underground or overhead wires, pipes, drains, cables and conduits now located on or across the Leased Premises, and to construct, maintain, repair, relocate and remove such facilities in the future if necessary to carry out the master plan of development of the City provided, however, that said work shall in no event disrupt or unduly interfere with the operations of Lessee. Nothing herein shall be construed to impose upon the City any obligations to construct or maintain or to make repairs, replacements, alterations or additions, or shall create any liability for any failure to do so. Lessee is and shall be in exclusive possession of the Leased Premises and the City shall not, in any event, be liable for any damage to the premises or any property of Lessee or any other persons located in or thereupon, other than to repair or remedy such damage as may be occasioned by negligence of the City, its employees or agents.

10. TAXES AND ASSESSMENTS

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

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

B. Common Area Fees

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

C. Common Area Fee Formula Negotiation

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

11. INSURANCE

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

12. INDEMNIFICATION & LIABILITY

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

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

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

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

- B. **Liability.** The City shall not be liable to the Lessee, any assignees claiming by, through, or under Lessee, any subtenants claiming, by, through, or under Lessee, and any of their respective agents, contractors, employees, and invitees, for any injury to or death of any person or persons or the damage to or theft, destruction, loss, or loss of use of any property or inconvenience (collectively and individually a "loss") caused by casualty, theft, fire, third parties, repair, or failure to repair, or alteration of any part of this building, or any other cause, unless due to the negligence or willful misconduct of any indemnified party, in whole or in part.

13. HAZARDOUS WASTES

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

14. WARRANTIES AND REPRESENTATIONS

- A. **Regarding the Leased Premises.** The City represents that it is the owner of the Leased Premises or the authorized representative or agent of said owner. During the terms of this Lease, the City represents and warrants that the Lessee may have, hold, and enjoy peaceful and uninterrupted possession of the Leased Premises and rights herein leased and granted, subject to performance by Lessee of its obligations herein.
- B. **Regarding Legal Authority.** Lessee warrants that it possesses the legal authority to enter into this Lease and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Lease and to bind Lessee to its terms. The person signing and executing this Lease on behalf of Lessee hereby represents, warrants, and guarantees that they have full authorization to do so. If requested by the City, Lessee shall provide the City with proof of Lessee's authority to enter into this Lease within 15 days of receiving such a request.

1. CASUALTY

2. **If the Leased Premises are damaged by fire, flood, or another casualty, either Party**

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

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

3. TITLE TO IMPROVEMENTS

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

4. TERMINATION

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

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

B. Termination by the City.

(i) **Breach.** The City may terminate this Lease, if Lessee fails to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, including, but not limited to, the following conditions:

- a. **Past Due.** If Lessee fails to pay required rental charges or money payments more than thirty (30) days after a due date.
- b. **Abandonment.** If Lessee or any approved sub-lessee voluntarily abandons or discontinues the conduct and operation of its service at the Kiosk for a continuous period of sixty (60) days.
- c. **Bankruptcy.** The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Lessee, or the appointment of a receiver or similar officer for Lessee or any of its property, which is not vacated or fully stayed within twenty (20) days after the institution

or occurrence thereof, shall constitute a breach.

- d. **Public safety.** If terminating the lease is reasonably necessary to preserve public safety or to prevent an immediate public crisis.
 - (ii) **Notice and Cure Period.** In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within thirty (30) days, or if a cure of the breach has not begun within 30 days and pursued with due diligence, the non-breaching Party may terminate this Lease by sending a notice of termination, which shall be effective thirty (30) days after the notice of termination is sent. Notwithstanding anything to the contrary herein, the City, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Lease in whole or in part if reasonably necessary to preserve public safety or to prevent an immediate public crisis.
 - (iii) **Repeated Breaches.** If the same Termination Event has occurred on four separate occasions during any rolling 12-month period (having been duly remedied or waived on each occasion), a cure period for remedying the next occurrence of such Termination Event occurring within the relevant 12-month rolling period will only be available if City so permits in its sole discretion.
 - (iv) **Rights and Remedies Not Exclusive.** The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. **Termination by Lessee.** Lessee may terminate this Lease upon thirty (30) days' advance written notice to the City under the following conditions:
- (i) **Injunction.** The issuance by any court of competent jurisdiction of an injunction, order, or decree preventing or restraining the use by Lessee of all or any substantial part of the Leased Premises or preventing or restraining the use of the Kiosk for usual Church Street Marketplace purposes in its entirety, or the use of any part thereof which may be used by Lessee and which is necessary for Lessee's operations on the Kiosk which remains in force, unvacated or unstayed for a period of at least sixty (60) days.
- D. **Damage to Improvements.** Either Party may terminate this Lease upon providing thirty (30) days' written notice to the other Party if the fixed improvements upon the Leased Premises are so totally destroyed or so extensively damaged that it would be impracticable or uneconomical to restore the same to their previous condition.

15. CONDITION ON TERMINATION

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

16. LIENS

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

17. HOLDING OVER

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

18. FORCE MAJEURE

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

19. PUBLIC EMERGENCIES

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

20. DISPUTE RESOLUTION

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

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

21. NOTICES AND REPRESENTATIVES

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

For the City: Community & Economic Development Office

c/o Samantha McGinnis

149 Church Street, 3rd Floor

Burlington, VT 05401

802.735.5572

Smcginnis@burlingtonvt.gov

For Lessee:

22. GENERAL CIVIL RIGHTS PROVISIONS

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

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

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

- (ii) **Compliance with Regulations:** The Lessee will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- (iii) **Nondiscrimination:** The Lessee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- (iv) **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Lessee of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

(v) FEDERAL CIVIL RIGHTS PROVISION

(vi) No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of

property and facilities made available or leased to Lessee; the construction of any improvements on, over, or under said property and facilities; or the furnishing of services thereon. Lessee shall comply with the Nondiscrimination Acts and Authorities as set out below and as they may be amended from time to time.

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

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

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

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

C. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

D. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

E. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

F. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;

G. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);

H. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- I. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

(vii) LIVABLE WAGE

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

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

(viii) MORTGAGES

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

(ix) ESTOPPEL CERTIFICATE

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

(x) **BROKER COMMISSIONS**

The City shall have no obligation to pay any real estate commissions to any agents or brokers claiming by or through Lessee, and without prejudice to Lessee's general indemnification and defense obligation hereunder, Lessee agrees to indemnify and hold harmless the City for all claims or demands of any other real estate agent or broker claiming by, through, or under Lessee. This indemnification shall also include payment of costs and attorney fees incurred by the City in defense of a claim for such real estate commissions or fees.

(xi) **GENERAL PROVISIONS**

- A. **Assignment.** Lessee shall not assign this Lease or sublet any part of the Leased Premises without the expressed written consent of the City.
- B. **Binding Effect.** All provisions of this Lease, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.
- C. **Captions.** The captions and headings in this Lease are for convenience of reference only and shall not be used to interpret, define, or limit its provisions.
- D. **Counterparts.** This Lease may be executed in multiple identical counterparts, all of which shall constitute one agreement.
- E. **Entire Understanding.** This Lease represents the complete integration of all understandings between the Parties and all prior representations and understandings—oral or written—are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein. By and through execution of this Lease, the prior temporary license agreement executed between the Parties as of Fall 2024 is extinguished and supplanted hereby.
- F. **Extinguishment and Replacement.** This Lease extinguishes and replaces any prior leases between the Parties related to the Leased Premises upon the Effective Date hereof.
- G. **Modification.** Modifications of this Lease shall not be effective unless agreed to in writing by both Parties in a formal written amendment to this Lease, properly executed and approved by both Parties.
- H. **Interpretation.** The language in all parts of this Lease shall in all cases be construed simply according to its fair meaning and not strictly construed against the City. This Lease shall be construed and performance thereof shall be determined in accordance with the laws of the State of Vermont.
- I. **Severability.** Provided this Lease can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable, and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.
- J. **Survival of Certain Lease Terms.** Notwithstanding anything herein to the contrary, provisions of this Lease requiring continued performance, compliance, or effect after expiration or termination shall survive such expiration or termination and shall be enforceable by the City if Lessee fails to perform or comply as required.
- K. **Third Party Beneficiaries.** Enforcement of this Lease and all rights and obligations hereunder are reserved

solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Lease are incidental to the Lease and do not create any rights for such third parties.

- L. **Waiver.** No acceptance by the City of rentals, fees, charges or other payments in whole or in part, for any period or periods after a default of any of the terms, covenants, and conditions hereof, to be performed, kept or observed by Lessee, shall be deemed a waiver of any right on the part of the City to terminate this Lease. A waiver by the City of any breach of a term, provision, or requirement of this Lease or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.
- M. **Public Records.** All records submitted to the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of the City. All records considered to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, shall be identified by Lessee, as shall all other records considered to be exempt under the Act. It is not sufficient to merely state generally that a document or record is proprietary, a trade secret, or otherwise exempt. Particular records, pages, or sections that are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.
- N. **Illegal Substance.** Lessee, Lessee's employees, and Lessee's patrons are prohibited from possessing, using, transporting, cultivating, selling, growing, or donating any substance prohibited under local, state, or federal law, including but not limited to marijuana.
- O. **Attorneys' Fees.** In case of any dispute arising from this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.
- P. **Municipal Rights.** Nothing herein shall be deemed a waiver of Landlord's regulatory authority as a city.

(xii) **ATTACHMENTS**

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

- A. **Attachment A:** Leased Premises Description and Map
- B. **Attachment B:** Insurance Requirements
- C. **Attachment C:** Burlington Standard Contract Conditions
- D. **Attachment D:** Certificate of Insurance
- E. **Attachment E:** Burlington Livable Wage Ordinance Certification

— Signature Pages to Follow —



SIGNATURE PAGE 1.

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

The parties to this Agreement do hereby execute this document on this first day of December, 2025:

LESSEE

By: _____

Name: _____

Title: _____

Date: _____

State of Vermont, County of _____. This record was acknowledged before me on _____ (date) by
_____ (authorized signatory's name).

Signature of Notary Public: _____

Stamp or certificate number: _____

Title of office: _____

My commission expires: _____

Attachment D: Burlington Standard Contract Conditions

1. DEFINITIONS:

- A.** The “Contract” shall mean the Contract between Contractor and the City to which these conditions apply and includes this Attachment D.
- B.** The “Contractor” shall mean _____.
- C.** The “City” shall mean the City of Burlington, Vermont or any of its departments.
- D.** The “Effective Date” shall mean the date on which the Contract becomes effective according to its terms, or if no effective date is stated, the date that all parties to it have signed.
- E.** The “Parties” shall mean the parties to this Contract.
- F.** The “Work” shall mean the services being provided by the Contractor, as provided in the Contract.

- 2. REGISTRATION:** The Contractor agrees to be registered with the Vermont Secretary of State’s office as a business entity doing business in the State of Vermont at all times this Contract is effective. This registration must be complete prior to Contract execution.
- 3. INSURANCE & INDEMNIFICATION:** The insurance and indemnification provisions set forth in Attachment D-1 are incorporated by this reference as though fully set forth. Any provisions of this Contract for indemnification, defense, release of liability, or warranty, shall survive termination hereof.
- 4. CONFLICT OF INTEREST:** The Contractor shall disclose in writing to the City any actual or potential conflicts of interest or any appearance of a conflict of interest by the Contractor, its employees or agents, or its sub-contractors, if any.
- 5. PLANS, RECORDS, AND AVAILABLE DATA:** The City agrees to make available, at no charge, for the Contractor’s use all available data related to the Contract including any preliminary plans, maps, drawings, photographs, reports, traffic data, calculations, EDM, valuable papers, topographic survey, utility location plats, or any other pertinent public records.
- 6. PERSONNEL REQUIREMENTS AND CONDITIONS:** The Contractor shall employ only qualified personnel with appropriate and valid licensure, to the extent a license is required for the work performed. The City shall have the right to approve or disapprove key personnel assigned to administer activities related to the Contract.

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

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

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

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

7. **PERFORMANCE:** Contractor warrants that performance of Work will conform to the requirements of this Contract. Contractor shall use that degree of ordinary care and reasonable diligence that an experienced and qualified provider of similar services would use acting in like circumstances and experience in such matters and in accordance with the standards, practices and procedures established by Contractor for its own business.
8. **DESIGN STANDARDS:** Unless otherwise specifically provided for in the Contract, or directed in writing, Contractor services, studies or designs, that include or make reference to plans, specifications, special provisions, computations, estimates, or other data shall be in conformance with applicable City, state, and federal specifications, manuals, codes or regulations, including supplements to or revisions thereof, adopted prior to or during the duration of this Contract. In case of any conflict with the guidelines referenced, the Contractor is responsible to identify and follow any course of direction provided by the City.
9. **RESPONSIBILITY FOR SUPERVISION:** The Contractor shall assume primary responsibility for general supervision of Contractor employees and their sub-Contractors for all work performed under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions and contents of work performed under the Contract. The Contractor shall be responsible to the City for all acts or omissions of its sub-contractors and any other person performing work under this Contract.
10. **UTILITIES:** Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by any proposed construction, the Contractor will counsel with the City, plus achieve any necessary contacts and discussions with the affected owners, regarding any requirement necessary for revisions of facilities or existing installations, both above and below ground. Any such installations must be completely and accurately exhibited on any detail sheets or plans. The Contractor shall inform the City, in writing, of any such contacts and the results thereof.
11. **INSPECTION OF WORK:** The City shall, at all times, have access to the Contractor's work for the purposes of inspection, accounting, and auditing, and the Contractor shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Contractor shall permit the City or representative for the City the opportunity to inspect any plans, drawings,

estimates, specifications, or other materials prepared or undertaken by the Contractor pursuant to the Contract, as well as any preparatory work, work-in-progress, or completed work at a field site, where applicable.

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

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

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

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

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

13. PUBLIC RELATIONS: Whenever it is necessary to perform work in the field, particularly with respect to reconnaissance, the Contractor will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Contractor shall conduct themselves with propriety. The Contractor agrees to inform property owners and/or tenants, in a timely manner, if there is need for entering upon private property as an agent of the City, in accordance with 19 V.S.A. § 35 and §.503, to accomplish the work under the Contract. The Contractor agrees that any work will be done with minimum damage to the land and disturbance to the owner. Upon request of the Contractor, the City shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the Contractor is acting as an agent of the City.

14. ACKNOWLEDGEMENTS: Acknowledgment of the City's support must be included in any and all publications, renderings and project publicity, including audio/visual materials developed under this Contract.

15. APPEARANCES:

- A. Hearings and Conferences:** The Contractor shall provide services required by the City and necessary for furtherance of any work covered under the Contract. These services shall include appropriate representation at design conferences, public gatherings and hearings, and appearances before any legislative body, commission, board, or court, to justify, explain and defend its contractual services covered under the Contract.

The Contractor shall perform any liaison that the City deems necessary for the furtherance of the work and participate in conferences with the City, at any reasonable time, concerning

interpretation and evaluation of all aspects covered under the Contract.

The Contractor further agrees to participate in meetings with the City and any other interested or affected participant, for the purpose of review or resolution of any conflicts pertaining to the Contract.

The Contractor shall be equitably paid for such services and for any reasonable expenses incurred in relation thereto in accordance with the Contract.

- B. Appearance as Witness:** If and when required by the City, the Contractor, or an appropriate representative, shall prepare and appear for any litigation concerning any relevant project or related contract, on behalf of the City. The Contractor shall be equitably paid, to the extent permitted by law, for such services and for any reasonable expenses incurred in relation thereto, in accordance with the Contract.

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

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

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

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

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

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

- 17. DUTY TO INFORM CITY OF CONTRACT DOCUMENT ERRORS:** If Contractor knows, or has reasonable cause to believe, that a clearly identifiable error or omission exists in the Contract Documents, including but not limited to unit prices and rate calculations, Contractor shall immediately give the City written notice thereof. Contractor shall not cause or permit any Work to be conducted which may relate to the error or omission without first receiving written notice by the City that City representatives understand the possible error or omission and have

approved of modifications to the Contract Documents or that Contractor may proceed without any modification being made to Contract Documents.

18. NON-APPROPRIATION: The obligations of the City under this Contract are subject to annual appropriation by the Burlington City Council. If no funds or insufficient funds are appropriated or budgeted to support continuation of payments due under this Contract, the Contract shall terminate automatically on the first day of the fiscal year for which funds have not been appropriated. The Parties understand and agree that the obligations of the City to make payments under this Contract shall constitute a current expense of the City and shall not be construed to be a debt or a pledge of the credit of the City. The decision whether or not to budget and appropriate funds during each fiscal year of the City is within the discretion of the Mayor and City Council of the City. The City shall deliver written notice to Contractor as soon as practicable of any non-appropriation, and Contractor shall not be entitled to any payment or compensation of any kind for work performed after the City has delivered written notice of non-appropriation.

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

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

21. PUBLIC HEALTH EMERGENCY:

A. Compliance with Mandates and Guidance: The Contractor is advised that public health emergencies—meaning public health emergencies, as declared by the City, the State of Vermont, or the Federal Government—may introduce significant uncertainty into the project. The Contractor must comply with all local, state, federal orders, directives, regulations, guidance, advisories during a public health emergency. Contractor shall adhere to the below provisions and consider public health emergencies as it develops project schedules and advances the Work.

B. Creation of Public Health Emergency Plan: For any work performed on-site at a City location, the Contractor shall create a public health emergency plan acceptable to the City. The Contractor shall be responsible for following this plan and ensuring that the project or site is stable and in a safe and maintainable condition.

- a. **Public Health Emergency Plan:** The Public Health Emergency Plan will contain:
 - i. Measures to manage risk and mitigate potential impacts to the health and safety of the public, the City and Contractor's workers;

- ii. Explicit reference to any health and safety performance standards and mandates provided by the City, the State of Vermont, the Federal government, or other relevant governmental entities;
- iii. A schedule for possible updates to the plan as standards and mandates change; and
- iv. Means to adjust the schedule and sequence of work should the emergency change in nature or duration.

b. Review and Acceptance of Plan:

- i. Contractor must provide the plan to the City by the Effective Date of this Contract or by one (1) week prior to the commencement of on-site activities, whichever is later.
- ii. The City shall have sole discretion to require changes to the plan.
- iii. The City may revisit the plan at any time to verify compliance with obligations that arise under a state of emergency.

C. Enforcement & Stoppage of Work: Contractor fails to comply with either 1) the approved public health emergency plan, or 2) any local, state, federal orders, directives, regulations, guidance, or advisories during a public health emergency, the City may stop Work under the Contract until such failure is corrected. Such failure to comply shall constitute a breach of the Contract.

Upon stoppage of work, the City may allow Work to resume, at a time determined by the City, under this Contract if such failure to comply is adequately corrected. The City shall have sole discretion in determining if Contractor has adequately corrected its failure to comply with the above.

If Contractor's breach of Contract has not been cured within seven (7) days after notice to stop Work from the City, then City may terminate this Contract, at its discretion.

D. City Liability Relating to Potential Delays: If a public health emergency is declared, the City will not be responsible for any delays related to the sequence of operations or any expenses or losses incurred as a result of any delays. Any delays related to a public health emergency will be excusable, but will not be compensable.

22. FORCE MAJEURE: Neither Party to this Contract shall be liable to the other for any failure or delay of performance of any obligation under this Contract to the extent the failure or delay is caused by acts of God, public health emergencies, epidemics, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not under its control ("Force Majeure"). To assert Force Majeure, the nonperforming party must prove that a) it made all reasonable efforts to remove, eliminate, or minimize the cause of delay or damage, b) diligently pursued performance of its obligations, c) substantially fulfilled all obligations that could be fulfilled, and d) timely notified the other part of the likelihood or actual occurrence of a Force Majeure event. If any such causes for delay are of such magnitude as to prevent the complete performance of the Contract within two (2) years of the originally scheduled completion date, either Party may

by written notice request to amend or terminate the Contract. The suspension of any obligations under this section shall not cause the term of this Contract to be extended and shall not affect any rights accrued under this Contract prior to the occurrence of the Force Majeure. The Party giving notice of the Force Majeure shall also give notice of its cessation.

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

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

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

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

- 24. FAILURE TO COMPLY WITH TIME SCHEDULE:** If the City is dissatisfied because of slow progress or incompetence in the performance of the Work in accordance with the schedule for completion of the various aspects of construction, the City shall give the Contractor written notice in which the City shall specify in detail the cause of dissatisfaction. Should the Contractor fail or refuse to remedy the matters complained of within five days after the written notice is received by the Contractor, the City shall have the right to take control of the Work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the City deems advisable. In such events, the City shall be entitled to collect from the Contractor any expenses in completing the Work. In addition, the City may withhold from the amount payable to the Contractor an amount approximately equal to any interest lost or charges incurred by the City for each calendar day that the Contractor is in default after the time of completion stipulated in the Contract Documents.

- 25. RETURN OF MATERIALS:** Contractor agrees that at the expiration or termination of this Contract, it shall return to City all materials provided to it during its engagement on behalf of City.

- 26. ACCEPTANCE OF FINAL PAYMENT; RELEASE:** Contractor's acceptance of the final payment shall be a release in full of all claims against the City or its agents arising out of or by reason of the Work. Any payment, however, final or otherwise, shall not release the Contractor

or their sureties from any obligations under the Contract Documents or any performance or payment bond.

- 27. OWNERSHIP OF THE WORK:** The Contractor agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the Contractor, hereafter referred to as "instruments of professional service", shall become the property of the City as they are prepared and/or developed during execution of the Contract. The Contractor agrees to allow the City access to all "instruments of professional service" at any time. The Contractor shall not copyright any material originating under the Contract without prior written approval of the City. No publications or publicity of the work, in part or in total, shall be made without the express written agreement of the City, except that Contractor may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.
- 28. PROPRIETARY RIGHTS:** The Parties under the Contract hereby mutually agree that, if patentable discoveries or inventions should result from work performed by the Contractors under the Contract, all rights accruing from such discoveries or inventions shall be the sole property of the Contractor. The Contractor, however, agrees to and does hereby grant to the City an irrevocable, nonexclusive, non-transferable, and royalty-free license to the manufacture, use, and disposition of any discovery or invention that may be developed as a part of the Work under the Contract.
- 29. PUBLIC RECORDS:** The Contractor understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled is solely within the purview of City. The Contractor shall identify all records that it considers to be trade secrets as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act and shall also identify all other records it considers to be exempt under the Act. It is not sufficient to merely state generally that the record is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.
- 30. RECORDS RETENTION AND ACCESS:** The Contractor agrees to retain, in its files, and to produce to the City—within the time periods requested—all books, documents, Electronic Data Media (EDM), accounting records, and other records produced or acquired by the Contractor in the performance of this Contract which are related to the City, at any time during this Contract and for a period of at least three (3) years after its completion or termination. In addition, if any audit, claim, or litigation is commenced before the expiration of that three (3) year period, the records shall be retained until all related audits, claims, or litigation are resolved. The Contractor further agrees that the City shall have access to all the above information for the purpose of review and audit during the Contract period and anytime within the aforementioned retention period. Copies of all of the above referenced information shall be provided to the City, if requested, in the format in which the records were obtained, created, or maintained, such that their original use and purpose can be achieved. Contractor, sub-Contractors, or their

representatives performing work related to the Contract, are responsible to ensure that all data and information created or stored on EDM is secure and can be duplicated and used if the EDM mechanism is subjected to power outage, obsolescence, or damage.

31. CONTRACT DISPUTES: In the event of a dispute between the parties to this Contract each party will continue to perform its obligations unless the Contract is terminated in accordance with these terms.

32. SETTLEMENTS OF MISUNDERSTANDINGS: Neither Party shall file any litigation arising from this Contract without first attempting in good faith to resolve the Parties' dispute through negotiated settlement or mediation; provided, however, that any applicable statute of limitations shall toll during any period in which the Parties are actively and mutually engaged in dispute resolution; and provided further that nothing herein shall prevent either Party from seeking emergency relief in appropriate circumstances from a court of competent jurisdiction.

33. CITY'S OPTION TO TERMINATE: The Contract may be terminated in accordance with the following provisions, which are not exclusive:

A. Termination for Convenience: At any time prior to completion of services specified under the Contract, the City may terminate the Contract for any reason by submitting written notice via certified or registered mail to the Contractor, not less than fifteen (15) days prior to the termination date, of its intention to do so. If the termination is for the City's convenience, payment to the Contractor will be made promptly for the amount of any fees earned to the date of the notice of termination and costs of materials obtained in preparation for Work but not yet installed or delivered, less any payments previously made. However, if a notice of termination is given to a Contractor prior to completion of twenty (20) percent of the estimated services, as set forth in the approved Work Schedule and Progress Report, the Contractor will be reimbursed for that portion of any reasonable and necessary expenses incurred to date of the notice of termination that are in excess of the amount earned under its approved fee to the date of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject to the City's approval. The Contractor shall make no claim for additional compensation against the City by reason of such termination.

B. Termination for Cause:

- i. Breach: Contractor shall be in default if Contractor fails in any manner to fully perform and carry out each and all conditions of this Contract, including, but not limited to, Contractor's failure to begin or to prosecute the Work in a timely manner or to make progress as to endanger performance of this Contract; failure to supply a sufficient number of properly skilled employees or a sufficient quantity of materials of proper quality; failure to perform the Work unsatisfactorily as determined by the City; failure to neglect or refuse to remove materials; or in the event of a breach of warranty with respect to any materials, workmanship, or performance guaranty. Contractor will not be in default for any excusable delays as provided in Sections 19-21.

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

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

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

Provisions of the Contract shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both Parties. If, for any reason, a provision in the Contract is unenforceable or invalid, that provision shall be deemed severed from the Contract, and the remaining provisions shall be carried out with the same force and effect as if the severed provisions had never been a part of the Contract.

35. CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY: During performance of the Contract, the Contractor will not discriminate against any employee or applicant for employment because of religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status, or genetic information. Contractor, and any sub-contractors, shall comply with any Federal, State, or local law, statute, regulation, Executive Order, or rule that applies to it or the services to be provided under this contract concerning equal employment, fair employment practices, affirmative action, or prohibitions on discrimination or harassment in employment.

36. CHILD SUPPORT PAYMENTS: By signing the Contract, the Contractor certifies, as of the date of signing the Contract, that the Contractor (a) is not under an obligation to pay child support; or (b) is under such an obligation and is in good standing with respect to that obligation;

or (c) has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan. If the Contractor is a sole proprietorship, the Contractor's statement applies only to the proprietor. If the Contractor is a partnership, the Contractor's statement applies to all general partners with a permanent residence in Vermont. If the Contractor is a corporation, this provision does not apply.

- 37. TAX REQUIREMENTS:** By signing the Contract, the Contractor certifies, as required by law under 32 VSA, Section 3113, that under the pains and penalties of perjury, that the Contractor is in good standing with respect to payment, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date of signature on the Contract.
- 38. NO GIFTS OR GRATUITIES:** The Contractor shall not make any payment or gift or donation of substantial value to any elected official, officer, employee, or agent of the City during the term of this Contract.
- 39. ASSIGNMENT:** Contractor shall not sublet or assign this Work, or any part of it, without the written consent of the City. If any sub-contractor is approved, Contractor shall be responsible and liable for all acts or omissions of that sub-contractor for any Work performed. If any sub-contractor is approved, Contractor shall be responsible to ensure that the sub-contractor is paid as agreed and that no lien is placed on any City property.
- 40. TRANSFERS, SUBLETTING, ETC:** The Contractor shall not assign, sublet, or transfer any interest in the work, covered by this Contract, without prior written consent of the City, and further, if any sub-contractor participates in any work involving additional services, the estimated extent and cost of the contemplated work must receive prior written consent of the City. The approval or consent to assign or sublet any portion of the work, shall in no way relieve the Contractor of responsibility for the performance of that portion of the work so transferred. The form of the sub-contractor's contract shall be as developed by the Contractor and approved by the City. The Contractor shall ensure that insurance coverage exists for any operations to be performed by any sub-contractor as specified in the insurance requirements section of this Contract.
- The services of the Contractor, to be performed under the Contract, shall not be transferred without written authorization of the City. Any authorized sub-contracts shall contain all of the same provisions contained in and attached to the original Contract with the City.
- 41. CONTINUING OBLIGATIONS:** The Contractor agrees that if because of death, disability, or other occurrences, it becomes impossible to effectively perform its services in compliance with the Contract, neither the Contractor nor its surviving members shall be relieved of their obligations to complete the Contract unless the City agrees to terminate the Contract because it determines that the Contractor is unable to satisfactorily execute the Contract.
- 42. INTERPRETATION & IMPLEMENTATION:** Provisions of the Contract shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both Parties.

- 43. ARM'S LENGTH:** This Contract has been negotiated at arm's length, and any ambiguity in any of its terms or provisions shall be interpreted in accordance with the intent of the Parties and not against or in favor of either the City or Contractor.
- 44. RELATIONSHIP:** The Contractor is an independent contractor and shall act in an independent capacity and not as officers or employees of the City. To that end, the Contractor shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. The Contractor shall provide its own tools, materials, or equipment. The Parties agree that neither the Contractor nor its principal(s) or employees are entitled to any employee benefits from the City. Contractor understands and agrees that it and its principal(s) or employees have no right to claim any benefits under the Burlington Employee Retirement System, the City's worker's compensation benefits, health insurance, dental insurance, life insurance, or any other employee benefit plan offered by the City. The Contractor agrees to execute any certifications or other documents and provide any certificates of insurance required by the City and understands that this Contract is conditioned on its doing so, if requested.
- The Contractor understands and agrees that it is responsible for the payment of all taxes on the above sums and that the City will not withhold or pay for Social Security, Medicare, or other taxes or benefits or be responsible for any unemployment benefits.
- 45. CHOICE OF LAW:** Vermont law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract, notwithstanding conflicts of law principles. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision rendered null and void by operation of this provision shall not invalidate the remainder of this Contract to the extent capable of execution.
- 46. JURISDICTION:** All suits or actions related to this Contract shall be filed and proceedings held in the State of Vermont, notwithstanding any other law.
- 47. BINDING EFFECT AND CONTINUITY:** This Contract shall be binding upon and shall inure to the benefit of the Parties, their respective heirs, successors, representatives, and assigns. If a dispute arises between the Parties, each Party will continue to perform its obligations under this Contract during the resolution of the dispute, until the Contract is terminated in accordance with its terms.
- 48. SEVERABILITY:** The invalidity or unenforceability of any provision of this Contract, shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.
- 49. ENTIRE CONTRACT & AGREEMENT:** This Contract constitutes the entire Contract, agreement, and understanding of the Parties with respect to the subject matter of this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.
- 50. APPENDICES:** The City may attach to these conditions appendices containing various forms

and typical sample sheets for guidance and assistance to the Contractor in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the City as occasions may require. It is the responsibility of the Contractor to ensure that they have the latest versions applicable to the Contract.

51. NO THIRD PARTY BENEFICIARIES: This Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

52. WAIVER: Notwithstanding the passage of time, a Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Attachment D-1: Standard Insurance Conditions & Indemnification

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

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

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

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

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

Coverage limits shall not be less than:

- | | |
|----------------------------------|-------------|
| 1. General Aggregate | \$2,000,000 |
| 2. Products-Completed/Operations | \$2,000,000 |
| 3. Personal & Advertising Injury | \$1,000,000 |
| 4. Each Occurrence | \$1,000,000 |
| 5. Damage to Rented Premises | \$ 250,000 |
| 6. Med. Expense (Any one person) | \$ 5,000 |

- B. Workers' Compensation/Employer Liability:** With respect to all operations performed, the Contractor shall carry workers' compensation insurance in accordance with the laws of the

State of Vermont and ensure that all subcontractors carry the same workers' compensation insurance for all work performed by them under this contract. Minimum limits for Employer's Liability:

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

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

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

D. Professional Liability/Errors & Omissions:

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

E. [Special Coverages]

- a. Cyber liability, including privacy liability: \$1,000,000
- b. Employee Dishonesty Coverage, including third party (client) coverage
- c. Garage keeper's liability – \$500,000 (minimum)
- d. Sexual misconduct -- \$1,000,000
- e. Pollution Liability (Contractor's) – Included or \$1,000,000

F. Umbrella/Excess Liability:

1. \$1,000,000 Each Event Limit
2. \$1,000,000 General Aggregate Limit
3. Umbrella/Excess Liability is excess above Commercial General Liability, Automobile Liability, any required special coverages (including Pollution Liability, if applicable), and

Workers' Compensation/Employer Liability.

All policies shall be endorsed to provide the City thirty (30) days' notice of cancellation. Each policy (except workers compensation/employers' liability and errors & omissions/professional liability) shall be endorsed to name the City and its officers, employees, agents, successors, and assigns as additional insureds on a primary, non-contributory basis. Each policy (except errors & omissions/professional liability) shall be endorsed to waive subrogation against the City. Contractor's general liability, pollution, and umbrella policies provide additional insured coverage for both premises and completed operations using endorsements CG 20 10 and CG 20 37 or their equivalents for a period of three years.

INDEMNIFICATION: Contractor shall hold harmless, indemnify, and defend the City and its officers, employees, agents, successors, and assigns (collectively, the "Indemnitees") from and against all claims, causes of action, lawsuits, damages, liabilities, liens, penalties, fines, and costs (including attorneys' fees and costs) of every kind and nature whatsoever (collectively, "Claims") arising from or relating to this Contract or Contractor's operations hereunder, excepting any Claims arising from the City's own gross negligence or willful misconduct. Contractor's indemnification and defense obligations shall survive termination of this Contract, and Contractor shall ensure that any subcontract for work under this Contract requires the subcontractor to satisfy the same indemnification and defense obligations in favor of the Indemnitees.

Attachment E: Burlington Livable Wage Ordinance Certification

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

_____, I, _____, on behalf of _____ ("the Contractor"), in connection with a contract for _____

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

- (1) The Contractor shall pay all "covered employees" as defined by the LWO (including covered employees of subcontractors or subgrantees) a livable wage (as determined, or adjusted, annually by the City's chief administrative officer), and shall provide required paid time off for the term of the contract (*or the duration of the contracted project*);
 - (a) Full-time employees are entitled to 12 days of paid time off per year; and
 - (b) Part-time employees are entitled to 12 days of paid time off per year on a prorated basis; (c) For a covered employer that provides employer assisted health care, the livable wage shall be at least \$19.90 per hour; and
 - (d) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least \$22.11 per hour.
- (2) The Contractor shall post a notice regarding the applicability of the LWO in the workplace or in other locations where covered employees normally work, and where such notice can be readily seen;
- (3) Upon request of the City's chief administrative officer, the Contractor, for itself and, as applicable, for any of its subcontractors or subgrantees, shall provide payroll records, health insurance enrollment records, and other relevant documentation, as deemed necessary by the chief administrative officer, within ten (10) business days from receipt of the City's request;
- (4) The Contractor shall cooperate in any investigation conducted pursuant to the LWO by the City's designated accountability monitors or the City's Office of City Attorney & Corporate Counsel;
- (5) The Contractor shall not retaliate, nor allow any of its subcontractors or subgrantees to retaliate, against an employee or other person because such employee or person has exercised rights or is planning to exercise rights protected under the LW O, or has cooperated in an investigation conducted pursuant to the LWO;
- (6) The Contractor is required to insert in all subcontracts the requirements of the LWO. The Contractor is liable for violations of the LWO committed by its covered subcontractors.

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

Date: _____ By: _____ Contractor, or its duly authorized agent

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



Attachment F: Burlington Outsourcing Ordinance Certification

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

I, _____, on behalf of
_____ (Contractor) and in connection with the

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

Dated at _____, Vermont this ____ day of _____, 2026.

By: _____

Duly Authorized Agent



Attachment G: Burlington Union Deterrence Ordinance Certification

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

I, _____, on behalf of _

(Contractor) and in connection with _____ (City

contract/project/grant), hereby certify under oath that

(Contractor) has not advised the conduct of any illegal activity, and it does not currently, nor will it over the life of the contract advertise or provide union deterrence services in violation of the City's union deterrence ordinance.

Dated at _____, Vermont this ____ day of _____, 20__.

By: _ Duly Authorized Agent

Contractor Selection Rubric

Applicant Name:

Category	Total Points	Actual Points
Experience & Qualifications Applicants will be graded based on previous business operations, business legal standing, the experience of the applicant and/or applicants' partners and their understanding and mastery of their industry. Consideration will be made to knowledge of the local community and sourcing local products.	30	
Business Ownership & Leadership Extent to which the business is at least 51% owned, operated, and controlled by an individual from a historically underserved community.	10	
Business Concept Demonstrates a unique and complementary food experience for the Marketplace. Displays a range of price points. Meets minimum requirements for opening hours	25	
References, Business Standing & Prior Lessor Evaluation City of Burlington will contact all references, follow-up with current or previous town/city tax departments to ensure good standing and contact current or previous landlords/lessors of rented space the applicant has utilized for place of business	20	
Financial Feasibility Demonstrates financially feasible business model, including total financial return to the Marketplace.	15	
Total Points	100	0



Cover Letter

Sabah's House is a family-owned catering and food business that has been proudly operating for several years. We specialize in sharing unique, handmade Middle Eastern cuisine with our community. What makes our food special is that every dish is carefully prepared by hand, with recipes and techniques passed down through our family. As a family-run business, we are deeply connected to and proud to represent our community through authentic flavors and quality service. We also had the privilege of being the first Middle Eastern shawarma business to introduce authentic shawarma to our community, bringing traditional taste and culture to our customers.

We would like to take this opportunity to share our food with the community year-round by establishing a dedicated space where we can consistently serve our unique pastries and dishes. Over the years, our community has shown us incredible support, and we are truly grateful. Creating a permanent kiosk will allow us to give back by offering a welcoming place where people can gather, enjoy authentic Middle Eastern flavors, and connect with one another.

Having a kiosk will make it possible for us to operate throughout the year, rather than seasonally or at limited events. This consistency is essential for building stronger relationships with our customers and continuing to grow within the community that has supported us from the beginning. Our goal is not only to serve food, but to create an experience — a warm, family-oriented environment where culture, tradition, and quality come together. Through this space, we plan to offer a variety of authentic Middle Eastern items, including traditional pastries, freshly made sandwiches, flavorful salads, specialty coffee, and Middle Eastern teas. Every item will continue to be handmade with care, using family recipes and traditional preparation methods. We are excited to expand our menu while staying true to our roots and maintaining the quality that defines our business.

This kiosk will be an essential step in presenting our unique cuisine to a wider audience and strengthening our connection with the community. We look forward to continuing to share our culture, hospitality, and passion for food all year long.

Specific Food Vending Experience & Business Leadership

We are a family-owned catering and food business that has proudly operated in Burlington and the surrounding area for over five years. During that time, we have built our reputation through hard work, consistency, and quality service at a wide range of local events. We have provided food service at large community and sporting events, including Vermont Green FC matches and events at Higher Ground and other busy venues, where we regularly serve hundreds of customers in a short period of time. We have also been invited to serve students at Saint Michael's College and the University of Vermont, where demand can be extremely high, and we have successfully served thousands of students within just a few hours. These experiences have strengthened our ability to operate efficiently under pressure while maintaining speed, quality, and excellent customer service.

Each member of our family plays an important role in the business. Mustafa is the primary operator working directly with customers and managing daily service. He is well known in the community for his patience, professionalism, and strong work ethic, and his ability to stay calm and efficient even during the busiest rushes has earned him loyal returning customers. My mother will be responsible for the recipes and food preparation, bringing authentic flavors and ensuring consistency and quality across all menu items. My sister manages marketing, paperwork, and business operations, helping coordinate events, communicate with partners, and maintain organization behind the scenes.

Over the past five years, we have grown from small private catering orders to operating food tables at major events and running a fully operational food cart. These experiences have prepared us to successfully operate Sabah House Coffee Kiosk with efficiency, professionalism, and a deep understanding of the Burlington community and marketplace.

Each stage of our growth has strengthened our operational expertise. We have hands-on experience in:

- Food preparation and safe food handling practices
- Menu development and customization for diverse events
- High-volume event service and customer engagement
- Inventory management and supplier coordination
- Cash handling and point-of-sale operations
- Maintaining cleanliness and regulatory compliance

Operating a food cart has required efficient time management, structured preparation systems, and the ability to serve customers quickly while maintaining high food quality standards. Our experience in both catering and mobile food operations demonstrates our adaptability and ability to scale services based on demand.

Our business is family-owned and operated, with leadership directly involved in day-to-day operations. As owners, we oversee food preparation, customer service, procurement, scheduling, and financial management.

Our leadership is built on practical, hands-on experience in the food industry. Over the years, we have developed strong skills in:

- Business planning and gradual scaling
- Cost control and budgeting
- Staff coordination and training
- Customer relationship building

- Maintaining high standards of food quality and presentation

As a family-operated business, we prioritize integrity, accountability, and community relationships. Our leadership approach is collaborative, and we lead by example, ensuring consistent service standards and a welcoming environment for customers.

We have the operational knowledge, experience, and commitment necessary to successfully operate and manage a food-based facility.

Current Capacity

- Several years of successful catering and mobile food service experience
- Established supplier relationships
- Proven systems for food preparation, service flow, and customer management
- Experience handling both small and larger-volume orders

Our staffing model is based on efficiency and flexibility. The core leadership team will oversee daily operations. Depending on operating hours and service demand, we will staff:

- A Lead Operator/Manager (Mustafa) responsible for oversight and compliance
- Food preparation staff (Mustafa)
- Service staff during peak hours
- Additional part-time support staff for high-volume periods or events

We are fully prepared to meet required minimum hours of operation. Our experience running a food cart has already required extended hours, weekend work, and peak-period management. We are comfortable managing scheduling to ensure consistent coverage and reliable service.

List of References:

Patrick Infurna - Vermont Green FC

802-236-2901

patrick@vermontgreenfc.com

Lou - South end get down

getdown@orleansevents.com

+1 (802) 363-9305

Peter Deng - Accountant Business/ my accountant

p@peterdeng.com

+1 (802) 393-9507

Harper Oliver - Beta technology

+1 (802) 999-1573

Holiver@beta.team

Shannon Driscoll Regional Operations Manager Food Fleet / UVM

Shannon@foodfleet.com

(401) 741-0872

Concept

Sabah House Coffee Kiosk brings a unique and culturally rich coffee experience to the Burlington marketplace by combining traditional Arabic coffee and flavors with the fast, efficient service of a modern coffee shop. While Burlington has many coffee options, there are very few places that offer authentic Arabic coffee, karak tea, and Middle Eastern pastries in a convenient kiosk format. Sabah House introduces customers to distinctive flavors such as Arabic coffee with cream, cardamom tea, shawarma sandwiches, falafel, and specialty crepes, providing both familiarity and something new. This blend of traditional Arabic offerings and popular café favorites allows Sabah House to appeal to a wide range of customers, from those seeking a quick coffee to those interested in exploring new cultural flavors.

At launch, Sabah House will intentionally keep the menu focused and streamlined. This approach allows us to operate efficiently and serve customers quickly without long wait times. Speed of service is a top priority, especially in a kiosk setting where customers expect convenience. By limiting the menu to our strongest and most efficient items, we can maintain consistent quality, avoid operational bottlenecks, and ensure that each customer receives their order promptly. This also allows our team to refine operations, build consistency, and establish a strong reputation for reliability and service.

What truly sets Sabah House apart is the experience. Arabic coffee has a long tradition of hospitality and community, and Sabah House brings that spirit into a modern, accessible setting. Customers are not just purchasing coffee or food — they are being introduced to a different coffee culture. At the same time, we balance these unique offerings with familiar items like lattes, croissants, and avocado toast to ensure comfort and accessibility for all customers. This combination of cultural authenticity, efficiency, and high-quality products fills a gap in the Burlington market and creates a distinctive destination that stands out from traditional coffee shops. As Sabah House grows, we will continue refining and expanding thoughtfully, always prioritizing speed, quality, and customer experience. Our goal is to become a recognizable and trusted part of the Burlington community while introducing something fresh, authentic, and memorable to the local coffee scene.



Sabah House Coffee Kiosk Menu

Time of work Monday-Sunday 9-5 PM Summer time somedays until sold-out and + addition one hour.

As we grow into the space, we will continue refining our concept and thoughtfully adding new items as demand allows. We also plan to feature rotating weekly specials to keep the menu exciting while maintaining efficient service.



Hot & Specialty Drinks

Prices: \$4 to \$6

- Arabic Coffee with Cream
 - Espresso
 - Americano
 - Cappuccino
 - Latte
 - Matcha Latte
 - Karak Tea
 - Cardamom Tea
 - Refreshers
- All Coffee/Tea Hot or Ice
-

Fresh Pastries & Sweets \$5-\$12

- Cheese Pastries
- Meat & Red Pepper Pastries
- Croissant
- Carrot Cake with Nuts \$6
- Cinnamon Roll with Fresh Vegetables
 - Crepe - Lotusella, Pistachio, Strawberry Banana, Nutella, Biscoff, Pistachio butter, and more!

Salads

- Middle Eastern Fresh Garden Salad
 - Chicken Garden Salad
 - falafel with hummus salad
-

Savory Snacks

- Chicken Samosa and Vegetable Samosa
- Shawarma Sandwich
- Falafel Sandwich
- Fries
- Poutine
- Avocado Toast

As a family-owned food and catering business that has operated in the community for several years, we have built our reputation through direct relationships, consistent quality, and attentive customer service. Because we started small — serving modest catering orders, community events, small food tables, and eventually operating a food cart — we have developed a deep understanding of local tastes, preferences, and expectations.

Our experience in the community ensures maximum patron satisfaction and convenience in several key ways:

1. Understanding Local Preferences

Through years of serving local customers, we have learned what menu items are most popular, how customers prefer to be served, and the importance of offering fresh, high-quality food at reasonable prices. We actively listen to feedback and adjust our offerings to meet evolving community needs.

2. Personalized Customer Service

As a family-run business, we take pride in building relationships with our customers. Many of our patrons return because they feel welcomed and valued. We prioritize friendly service, quick response times, and a clean, organized service environment.

3. Community Engagement

We are not just a business operating in the community — we are part of it. We value local relationships and aim to create a welcoming atmosphere that encourages repeat visits and positive word-of-mouth referrals.

Sabah House Coffee Kiosk will operate with a lean and sustainable financial model built on over five years of experience in catering and food cart service. Initial upgrade costs are estimated between \$5,000 and \$7,000, which will go toward improving equipment, enhancing efficiency, and upgrading the kiosk's appearance. This includes removing graffiti and stickers and adding clean, professional artwork to create a welcoming and culturally authentic space that reflects the identity of Sabah House.

Our pricing of \$4–\$6 for drinks and \$5–\$12 for food is competitive within the Burlington market while maintaining strong margins, with coffee and tea providing consistent daily revenue. As a family-operated business, we are able to manage labor efficiently while maintaining hands-on oversight. Our experience serving high-volume events such as Vermont Green FC, Saint Michael's College, and the University of Vermont demonstrates our ability to operate efficiently and successfully. Through our hands-on experience, adaptability, and commitment to service excellence, we are confident in our ability to provide a convenient, enjoyable experience that maximizes patron satisfaction while operating Sabah House in a financially responsible and sustainable way.

	Business Names												
	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	TOTAL
Cash in Hand (+/-)	\$ 20,000.00												\$ 20,000.00
Income													
Electronic pay	\$ 23,000.00	\$ 25,000.00	\$ 28,000.00	\$ 20,000.00	\$ 19,000.00	\$ 15,000.00	\$ 14,000.00	\$ 10,000.00	\$ 11,000.00	\$ 13,000.00	\$ 16,000.00	\$ 23,000.00	\$ 217,000.00
Cash	\$ 3,000.00	\$ 4,000.00	\$ 3,600.00	\$ 1,000.00	\$ 1,400.00	\$ 1,000.00	\$ 800.00	\$ 3,000.00	\$ 2,500.00	\$ 1,500.00	\$ 1,900.00	\$ 1,500.00	\$ 25,200.00
Total Revenue	\$ 26,000.00	\$ 29,000.00	\$ 31,600.00	\$ 21,000.00	\$ 20,400.00	\$ 16,000.00	\$ 14,800.00	\$ 13,000.00	\$ 13,500.00	\$ 14,500.00	\$ 17,900.00	\$ 24,500.00	\$ 242,200.00
Expenses													
Cost of Goods Sold	\$ 7,000.00	\$ 7,450.00	\$ 8,000.00	\$ 5,800.00	\$ 5,500.00	\$ 4,200.00	\$ 3,300.00	\$ 2,900.00	\$ 3,000.00	\$ 3,700.00	\$ 4,900.00	\$ 6,600.00	\$ 62,350.00
Wages	\$ 5,040.00	\$ 6,400.00	\$ 6,840.00	\$ 4,300.00	\$ 4,200.00	\$ 2,500.00	\$ 2,200.00	\$ 2,000.00	\$ 2,000.00	\$ 2,600.00	\$ 3,000.00	\$ 3,750.00	\$ 44,830.00
Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Marketing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipement	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00
Office Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Vehicle Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Vehicle Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Vehicle Licenses & Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Internet	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 480.00
Telephone	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 360.00
Heat/Gas	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00	\$ 960.00
Water/Sewage	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 1,200.00
Rent/Mortgage	\$ 3,900.00	\$ 4,350.00	\$ 4,740.00	\$ 3,150.00	\$ 3,060.00	\$ 2,400.00	\$ 2,200.00	\$ 1,950.00	\$ 2,025.00	\$ 2,175.00	\$ 2,685.00	\$ 3,675.00	\$ 36,310.00
Property Insurance	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 1,200.00
Property Repairs	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 6,000.00
Property Maintenance	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 6,000.00
Liability Insurance	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 1,800.00
Workers' Compensation Insurance	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 2,400.00
Subscriptions & Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Customers pay Sales Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(Out of the works check) Payroll Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Licenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel, Meals, & Entertainment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payroll Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounting Services	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 1,200.00
Legal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Business Loan (principal and interest)	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 9,600.00
Auto Loan (principal and interest)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Personal or Private Loan (principal and interest)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amortization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Electricity	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 1,200.00
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gross Expenses	\$ 23,640.00	\$ 20,900.00	\$ 22,280.00	\$ 15,950.00	\$ 15,460.00	\$ 11,800.00	\$ 10,400.00	\$ 9,550.00	\$ 9,725.00	\$ 11,175.00	\$ 13,285.00	\$ 16,725.00	\$ 180,890.00
Net Profit	\$ 2,360.00	\$ 8,100.00	\$ 9,320.00	\$ 5,050.00	\$ 4,940.00	\$ 4,200.00	\$ 4,400.00	\$ 3,450.00	\$ 3,775.00	\$ 3,325.00	\$ 4,615.00	\$ 7,775.00	\$ 61,310.00

Resolution Relating to

RESOLUTION

THE LOCATION OF THE PROPOSED
OVERDOSE PREVENTION CENTER

Sponsor(s): _____
Date: March 18, 2026

CHURCH STREET MARKETPLACE COMMISSION

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

Resolved by the Church Street Marketplace Commission, as follows:

1 WHEREAS, there are a number of individuals currently living within the City of Burlington who
2 are struggling with an untreated substance use disorder; and
3 WHEREAS, a number of service providers for individuals struggling with substance use disorder
4 are located in or within close proximity to downtown Burlington; and
5 WHEREAS, the accumulation of syringe litter has created a public health and safety issue that
6 has been identified as a major problem for city residents and business alike; and
7 WHEREAS, downtown residents and businesses have been adversely impacted by the behaviors
8 of individuals struggling with substance use disorder; and
9 WHEREAS, the public use and consumption of illegal drugs and narcotics has contributed to
10 negative perceptions about downtown Burlington; and
11 NOW, THEREFORE, BE IT RESOLVED that the Church Street Marketplace Commission
12 vigorously opposes the establishment of an Overdose Prevention Center within the downtown core or
13 the Central Business District.