Board of Finance

Monday, September 14, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Join from PC, Mac, iPad, or Android:

https://zoom.us/j/97115828820

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****CCTV link: https://www.youtube.com/playlist?list=PLljLFn4BZd2PwCge7lNoKug676jIf_iUA ****

1. Agenda

Subject	**1.1. Motion to adopt agenda**
Meeting	September 14, 2026 - Board of Finance Meeting - Monday, September 14, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adopt agenda

2. Public Forum

Subject	**2.1. Verbal Comments**
Meeting	September 14, 2026 - Board of Finance Meeting - Monday, September 14, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category	2. Public Forum
Department	Council and Board
Type	Action Procedural
Recommended Action	open Public Forum close Public Forum

3. Consent Agenda

Subject	**3.1. Motion to adopt the consent agenda and take the actions indicated**
Meeting	September 14, 2026 - Board of Finance Meeting - Monday, September 14, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Council and Board
Type	Action (Consent) Procedural
Recommended Action	Motion to adopt the consent agenda and take the actions indicated

Subject	**3.2. August 24, 2026 Board of Finance Meeting Minutes - C/T**
Meeting	September 14, 2026 - Board of Finance Meeting - Monday, September 14, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Information Minutes
Recommended Action	approve the minutes

Subject	**3.3. Court Diversion Grant #02100-FY27-CN - CEDO/CJC**
Meeting	September 14, 2026 - Board of Finance Meeting - Monday, September 14, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action (Consent)
Recommended Action	to approve and recommend that the City Council approve the acceptance of the State of Vermont Grant Award #02100-FY27-CN, in the amount of $1,274,268, which will continue the offering of court diversion and pretrial services being provided by the CJC to June 30, 2027, subject to final review and approval of the City Attorney, and to

authorize the CEDO Director to sign the grant agreement, and to take such further actions or to execute such further instruments as may be necessary or convenient to effectuate the transactions contemplated hereby

Subject	**3.4. Budget Amendment to Move Funds - REIB**
Meeting	September 14, 2026 - Board of Finance Meeting - Monday, September 14, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Racial Equity, Inclusion, & Belonging (REIB)
Type	Action (Consent)
Recommended Action	move to approve and recommend the City Council approve the budget amendment to the Community Celebrations GL for the purposes described herein and authorize the Director of the Racial Equity Inclusion and Belonging Office and the Chief Administrative Officer to initiate a budget amendment in the amount of $5,000 to support the payment towards the Richard Kemp Center from the Special Projects/Emerging Needs GL to the Community Celebrations GL, all subject to the review and approval of the Chief Administrative Officer or designee

Subject	**3.5. Budget Amendment to Move Funds—Back To School Event — REIB**
Meeting	September 14, 2026 - Board of Finance Meeting - Monday, September 14, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Racial Equity, Inclusion, & Belonging (REIB)
Type	Action (Consent)
Recommended Action	move to approve and recommend the City Council approve the budget amendment to the Community Celebrations GL for the purposes described herein and authorize the Director of the Racial Equity Inclusion and Belonging Office and the Chief Administrative Officer to initiate a budget amendment in the amount of $500 to support the payment towards the Back to School Event from the Special Projects/Emerging Needs GL to the Program Delivery GL, all subject to the review and approval of the Chief Administrative Officer or designee

4. Deliberative Agenda

Subject	**4.1. FY27 Vehicle Purchase and Sales Recommendation — Fleet Committee**
Meeting	September 14, 2026 - Board of Finance Meeting - Monday, September 14, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Public Works Department
Type	Action
Recommended Action	1. To approve and recommend the City Council approve the proposed FY27 Fleet Purchasing List as detailed in Attachment A vehicle replacement list and authorize the Director of the Department of Public Works to purchase the vehicles listed therein, for a total authorized expenditure in an amount not to exceed $1,974,788.00. 2. To approve and recommend that the City Council authorize the Chief Administrative

Officer, or her designee, to effectuate necessary budget amendments and transfers of funds to support the purchase of vehicles per the FY27 Fleet Purchasing List (Attachment A).
3. To approve and recommend that the City Council authorize the Director of the Department of Public Works or designee to dispose of the FY27 replaced vehicles/equipment through any of the following means, as they shall in their reasonable judgement determine to be in the City's best interest, and to take such further actions and execute such further instruments approved as to form by the City attorney as may be necessary or convenient to effectuate the transactions contemplated hereby; auction the vehicles/equipment through any of various online public auctions; by trade-in where vehicle/equipment is being purchased; or, if the vehicle is of no value to the vendor, Fleet Maintenance will have the vehicle/equipment, hauled away for scrap at the current market price.

Subject	**4.2. FY26 Gross Receipts Report**
Meeting	September 14, 2026 - Board of Finance Meeting - Monday, September 14, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Department of Finance and Administration
Type	Discussion Information Report

5. Executive Session Regarding Potential Litigation Settlement

Subject	**5.1. Executive Session Regarding Potential Litigation Settlement - Presenters: Kim Sturtevant, Assistant City Attorney, Director of Litigation; Kara Alnasrawi, Director CEDO; Laura Wheelock, City Engineer, DPW**
Meeting	September 14, 2026 - Board of Finance Meeting - Monday, September 14, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	5. Executive Session Regarding Potential Litigation Settlement
Department	City Attorney
Type	Action Procedural
Recommended Action	Motion 1: Move that the Board find that premature general public knowledge of legal advice and information concerning the details of pending litigation to which the City is a party or has a stated interest would clearly place the City at a substantial disadvantage; Motion 2: Based upon that finding, move that the Board go into executive session to receive confidential attorney-client communications, 1 VSA §313(a)(1)(F), in pending civil litigation matters, 1 VSA §313(a)(1)(E).

6. Adjournment

Subject	**6.1. Motion to adjourn**
Meeting	September 14, 2026 - Board of Finance Meeting - Monday, September 14, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	6. Adjournment

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

BURLINGTON BOARD OF FINANCE
BUSHOR CONFERENCE ROOM, 149 CHURCH STREET, 1ST FLOOR
MINUTES OF MEETING
August 24, 2026

1. Agenda

1. Agenda
Mayor Mulvaney-Stanak convened the meeting at 5:06 pm.
Members present: Mayor Mulvaney-Stanak, City Council President Traverse, Councilors Carpenter and Barlow and CAO Schad
Member absent: Councilor Neubieser

Subject	**1.1. Motion to adopt agenda**
Meeting	August 24, 2026 - Board of Finance Meeting - Monday, August 24, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adopt agenda

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

2. Public Forum

2. Public Forum

Subject	**2.1. Verbal Comments**
Meeting	August 24, 2026 - Board of Finance Meeting - Monday, August 24, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	2. Public Forum
Department	Council and Board
Type	Action Procedural

Recommended Action open Public Forum
close Public Forum

2.1. Verbal Comments
Sharon Bushor:
Traffic fund transfer brings balance to zero - what is anticipated in FY27?

3. Consent Agenda

3. Consent Agenda

Subject	**3.1. Motion to adopt the consent agenda and take the actions indicated**
Meeting	August 24, 2026 - Board of Finance Meeting - Monday, August 24, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Council and Board
Type	Action (Consent) Procedural
Recommended Action	Motion to adopt the consent agenda and take the actions indicated

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

Subject	**3.2. August 3, 2026 Board of Finance Meeting Minutes - C/T**
Meeting	August 24, 2026 - Board of Finance Meeting - Monday, August 24, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Information Minutes
Recommended Action	approve the minutes

3.2. August 3, 2026 Board of Finance Meeting Minutes - C/T

Subject	**3.3. Lease of Childcare Space at the Robert Miller Community Center — BPRW**
Meeting	August 24, 2026 - Board of Finance Meeting - Monday, August 24, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Parks, Recreation, & Waterfront

Type	Action (Consent)
Recommended Action	to approve and recommend that the City Council approve and authorize the execution of a five-year lease agreement, with the City's option to renew for five (5) additional, one (1) year terms, with The Greater Burlington YMCA, to perform Childcare services at the Robert Miller Community & Recreation Center, such specific portion of the building to be leased as further described in Attachment A and to authorize Mayor Emma-Mulvaney-Stanak, to execute the lease and any related documents necessary or convenient to completing the transaction, subject to the review and approval as to form of the City Attorney's Office

3.3. Lease of Childcare Space at the Robert Miller Community Center — BPRW

4. Deliberative Agenda

4. Deliberative Agenda

Subject	**4.1. Request to execute a contract with Jones Payne Group Inc. (JPG) for the construction oversight services for an amended previous authorization for approximately 58 housing unites including Bid 1 and pending bid 2 of the Airport's Residential Sound Insulation Program (RSIP), funded by the Office of Local Defense Community Corporation (OLDCC) - Airport**
Meeting	August 24, 2026 - Board of Finance Meeting - Monday, August 24, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Patrick Leahy Burlington International Airport
Type	Action
Recommended Action	to approve and recommend that the City Council authorize the Director of Aviation to execute a contract agreement with Jones Payne Group, Inc. for up to $1,666,838.00 amended from the prior authorized amount of $1,151,233.00 with a 10% contingency, for an amount up to $1,833,521.00 from the prior authorized amount of $1,266,356.00 for the construction oversight services for improvements for approximately 58 housing units by the OLDCC funded Residential Sound Insulation Program, subject to review and approval of the City Attorney's Office

4.1. Request to execute a contract with Jones Payne Group Inc. (JPG) for the construction oversight services for an amended previous authorization for approximately 58 housing unites including Bid 1 and pending bid 2 of the Airport's Residential Sound Insulation Program (RSIP), funded by the Office of Local Defense Community Corporation (OLDCC) - Airport

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

Subject	**4.2. Transferring Fund Balance between Special Revenue Funds — DPW - Traffic Division**
Meeting	August 24, 2026 - Board of Finance Meeting - Monday, August 24, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Public Works Department

Type | Action

Recommended Action: to approve and recommend that the City Council approve a budget amendment to the Traffic Fund (264) for the purposes described herein and authorize the Director of the Department of Public Works to move $500,000 from the Traffic Fund (264) into the Parking Facilities Fund (265) to put directly toward paying down the principal of the outstanding Revenue Anticipation Note; and further authorize the Chief Administrative Officer or designee to make a principal-only payment in the amount of $820,284 towards the RAN in accordance and compliance with the terms and conditions of such note, all subject to the review and approval of the Chief Administrative Officer or designee

4.2. Transferring Fund Balance between Special Revenue Funds — DPW - Traffic Division
Motion made by Councilor Carpenter, seconded by City Council President Traverse, to approve the motion as presented. Motion passed unanimously.

Subject	**4.3. Approving The Pledging Of The Credit Of The City In Anticipation Of The Receipt Of Revenue From The Traffic Division Of the Public Works Department - DFA/DPW - Traffic Division**
Meeting	August 24, 2026 - Board of Finance Meeting - Monday, August 24, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Department of Finance and Administration
Type	Action Resolution
Recommended Action	to approve and recommend that the City Council waive the reading and to adopt the proposed resolution approving the renewal of an existing revenue anticipation note for the Parking Facilities Fund, in an amount not to exceed $2.5Million and with an interest rate not to exceed 7.5%

4.3. Approving The Pledging Of The Credit Of The City In Anticipation Of The Receipt Of Revenue From The Traffic Division Of the Public Works Department - DFA/DPW - Traffic Division
Motion made by Councilor Carpenter, seconded by City Council President Traverse, to approve the motion as presented. Motion passed unanimously.

Subject	**4.4. Creation of two new positions within the CJC**
Meeting	August 24, 2026 - Board of Finance Meeting - Monday, August 24, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Community Justice Center
Type	Action
Recommended Action	to approve and recommend that the City Council approve the creation of a Communications, Volunteer and Operations Specialist within CEDO, a Regular Service, Full-time, Union, Grade 13, position, as well as the creation of a Parallel Justice Program Specialist, a Limited Service, Full-time, Union, Grade 16 position

4.4. Creation of two new positions within the CJC
Motion made by Councilor Barlow, seconded by Councilor Carpenter, to approve the motion as presented. Motion passed unanimously.

5. Adjournment

5. Adjournment

Subject	**5.1. Motion to adjourn**
Meeting	August 24, 2026 - Board of Finance Meeting - Monday, August 24, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	5. Adjournment
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adjourn

5.1. Motion to adjourn
Mayor Mulvaney-Stanak adjourned the meeting at 5:25 pm.

Board of Finance and City Council Submission Checklist

Department: CEDO/CJC Submitter: Rachel Jolly

Title/Subject: FY27 AGO Contract

	Approval:	Meeting Date:
☒	Board of Finance	9/14/2026
☒	City Council	9/28/2026
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	9/1/2026	Kara Alnasrawi
Mayor's Office informed and approved memo	Yes	9/2/2026	Lisa Gerlach
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	9/2/2026	Emmett Wood
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	9/2/2026	Emmett Wood
CAO has reviewed budget, financing, and memo	Yes	9/1/2026	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

149 CHURCH STREET · ROOM 32 · CITY HALL · BURLINGTON, VT 05401
(802) 865-7144 · (802) 865-7024 (FAX)
www.cedoburlington.org

MEMORANDUM

To: Board of Finance and City Council
From: Kara Alnasrawi, CEDO Director and Rachel Jolly, CJC Director
CC: Mayor Emma Mulvaney-Stanak
Katherine Schad, Chief Administrative Officer

DATE: Sept. 14 and Sept 28, 2026
RE: Court Diversion Grant #02100-FY27-CN

This is a request from the Chittenden County Community Justice Center (CJC) for Board of Finance and City Council approval to accept and execute a grant with the VT Attorney General's office for $1,274,268 for delivery of court diversion and pretrial services between July 1, 2026 and June 30, 2027. This is a continuation of the two- grants awarded last year (which allows for two additional one-year extensions) and the current allocation is for the one year of FY27. The AGO is including $65K of one-time money because they had leftover funds from the previous fiscal year and asked all county contract-holders if they had use for one-time monies. We requested to use the funds for a temporary, half-time Victim Services position and that request was accepted. Given the transition and the rapid pace of growth of our CJC, we are waiting a few months to see if this will be needed.

This grant award enables our eighth year of delivering a variety of court diversion and pretrial services that the CJC took on starting July 1, 2019: Court Diversion, Youth Substance Awareness and Safety Program (YSASP), the Civil Driving with License Suspended program (DLS), Pre-Trial Services and Tamarack, and now, Pre-Charge Diversion (formerly called Pre-Charge or Criminal Direct, under the DOC grant). In FY26, we served 1313 youth and adults, offering them restorative alternatives to the court process, rapid referrals to mental health and substance use treatment, screenings and brief interventions for underage drinking and marijuana possession and assistance with regaining drivers' licenses. In FY27, the grant covers a portion of twenty CJC staff members for a total of 12.15 FTE. Without the one-time money, it funds 11.65 FTE.

Please see the attached grant award for more information.

Board of Finance Motion: To approve and recommend that the City Council approve the acceptance of the State of Vermont Grant Award #02100-FY27-CN, in the amount of $1,274,268, which will continue the offering of court diversion and pretrial services being provided by the CJC to June 30, 2027, subject to final review and approval of the City Attorney, and to authorize the CEDO Director to sign the grant agreement, and to take such further actions or to execute such further instruments as may be necessary or convenient to effectuate the transactions contemplated hereby.

City Council Motion: To approve the acceptance of the State of Vermont Grant Award #02100-FY27-CN, in the amount of $1,274,268, which will continue the offering of court diversion and pretrial services being provided by the CJC to June 30, 2027, subject to final review and approval of the City Attorney, and to authorize the CEDO Director to sign the grant agreement, and to take such further actions or to execute such further instruments as may be necessary or convenient to effectuate the transactions contemplated hereby.

STATE OF VERMONT GRANT AGREEMENT - PART 1

Fields are numbered, with corresponding instructions provided at the end of this document.

VERMONT

STATE OF VERMONT INFORMATION

1.Granting Agency/Department Attorney General's Office	2.BU 02100	3.Telephone (802) 371-8375
4.Contact Name Willa Farrell	5.Title Court Diversion & PTS Director	6.Email willa.farrell@vermont.gov

GRANTEE INFORMATION

7.Grantee Name Burlington City Treasurer, Chittenden County Community Justice Center		8.SOV Supplier # 0000040096	9.Telephone (802) 865-7185
10.Address 176 South Winooski Ave, Suite 101	11.City Burlington	12.State VT	13.Zip 05401
14.Contact Name Rachel Jolly	15.Title CEDO Assistant Director	16.Email rjolly@burlingtonvt.gov	
17.Fiscal Year End (MM) 6	18.Unique Entity Identifier (UEI) FEP8BMECKAF8	19.UEI Registered Name (if different than the Grantee Name)	

AWARD INFORMATION

20.Grant # 02100 - FY27-CN	21. Type of Award Original ☑ Amendment #	22. Subrecipient Award Yes ☐ No ☑
23.State of Vermont Program Title Court Diversion & Pretrial Services		24.Performance Measures Yes ☑ No ☐
25.Award Period Start Date 07/01/2026 End Date 06/30/2027	26. Indirect Rate: % N/A ☑ DeMinimus ☐ Federally Approved ☐ State Approved ☐	
27. If this is an amendment, select type: Amount ☐ Funding Allocation ☐ Performance Period ☐ Scope of Work ☐ Other		
28.Match/In-Kind Yes ☐ No ☑ If Yes, Amount Description		29. Research & Development Yes ☐ No ☐

FUNDING ALLOCATION

30. Fund Type	31. Awarded Previously	32. Awarded This Action	33.Total Awarded	34.Fund Descriptions
General Funds		$ 1,274,268.00	$ 1,274,268.00	GF
Special Funds			$ 0.00	
Global Commitment (non-subrecipient funds)			$ 0.00	
Transportation Funds			$ 0.00	
Education Funds			$ 0.00	
Other Funds			$ 0.00	
Other Funds			$ 0.00	
35. Total Federal Funds (specified below)	$ 0.00	$ 0.00	$ 0.00	The Federal Funding Details are provided below.
36.Total Awarded	$ 0.00	$ 1,274,268.00	$ 1,274,268.00	

37.Federal Funding Details		**38. Awarded Previously**	**39. Awarded This Action**	**40. Total for Individual Federal Program**	(If applicable, this section will include subrecipient Global Commitment Funds)
41. ALN	42. FFATA Yes ☐ No ☐			$ 0.00	43. Federal Award Date
44. Program Title		45. Federal Awarding Agency			46.Total Federal Award
47. FAIN		48. Federal Award Project Description			

Part 2 – Grant Agreement # 02100-FY27-CN

1. Parties: This is a Grant Agreement between State of Vermont
   Department of Community Justice Unit
   Division of Office of the Attorney General, (hereinafter called "State")
   And
   Burlington City Treasurer, Chittenden County Community Justice Center
   with principal place of business at Burlington, VT 05401,
   (hereinafter called "Grantee").

   It is the grantee's responsibility to contact the Vermont Department of Taxes to determine if, by law, the grantee is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter: The subject matter of this Grant Agreement is providing Court Diversion and Pretrial Services.

3. Award Details: Amounts, dates and other award details are as shown in the attached *Grant Agreement Part 1-Grant Award Detail*. A detailed scope of work covered by this award is described in Attachment A.

4. Amendment: No changes, modifications, or amendments to the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient.

5. Cancellation: This Grant Agreement may be suspended or cancelled by either party by giving written notice at least 30 days in advance.

6. Attachments: This Grant consists of 18 pages including the following attachments that are incorporated herein:
   Grant Agreement-Part 1 – Grant Award Detail
   Grant Agreement Part 2 – Grant Agreement
   Attachment A – Scope of Work To Be Performed
   Attachment B – Payment Provisions
   Attachment C – Customary State Grant Provisions

7. Order of Precedence: Any ambiguity, conflict or inconsistency in the Grant Documents shall be resolved according to the following order of precedence:
   1) Grant Agreement Part 1 and Part 2
   2) Attachment C
   3) Attachment A
   4) Attachment B

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS GRANT AGREEMENT.

By the State of Vermont:

Date: ______________________________

Signature: ______________________________

Name: Robert F. McDougall

Agency of: Office of the Attorney General

Title: Deputy Attorney General

By the Grantee:

Date: ______________________________

Signature: ______________________________

Name: Will Clavelle

Title: Assistant Director – Business Development (and Acting CEDO Director)

ATTACHMENT A
SCOPE OF WORK TO BE PERFORMED

The purpose of this grant is for Burlington City Treasurer, Chittenden County Community Justice Center to provide the State of Vermont, Office of the Attorney General with services, in Chittenden County, hereafter "County," in particular: Pre-charge and Post-charge Diversion in accordance with 3 V.S.A § 163 and § 164; Tamarack Program in accordance with 3 V.S.A § 164(a)(2)(C); Youth Substance Awareness Safety Program (YSASP) in accordance with 7 V.S.A § 656; Civil DLS Diversion in accordance with Act 147 (2011, Adjourned Session); risk assessment, needs screening, and pretrial services in accordance with 13 V.S.A. § 7554c.

GRANT REPRESENTATIVES

Primary representative for the State shall be Willa Farrell, Court Diversion & Pretrial Services Director.

Primary representative for the Grantee shall be Rachel Jolly, CEDO Assistant Director.

GRANT TERM

The period of Grantee's performance shall be from July 1, 2026, to June 30, 2027. At the option of the State, this Grant may be amended to add up to two additional one-year terms.

SERVICES PROVIDED

A. The Grantee shall provide Court Diversion and Pretrial Services in full compliance with relevant statutes and the Policies & Procedures manuals (the Manuals), variously dated, and any revisions to the Manuals issued by the AGO. Examples of required services shall include but are not limited to the following:

1. Resolve cases that are referred to the Grantee pursuant to 3 V.S.A. § 163 and 3 V.S.A. § 164 from the State's Attorney and law enforcement agencies and transferred from other programs, pursuant to the provisions of 3 V.S.A. §§ 163 and 164, following restorative justice processes involving victims;
2. Resolve violations that are referred pursuant to 7 V.S.A. § 656 to the Grantee by law enforcement and transferred from other programs, pursuant to the provisions of 7 V.S.A. § 656 and 18 V.S.A. § 4230f(e)(2);
3. Resolve Civil DLS diversion cases, following the procedures in the Manuals, in cooperation with the Department of Motor Vehicles and the Vermont Judicial Bureau;
4. Each business week of the grant term, offer risk assessments and needs screenings according to the provisions of 13 V.S.A. § 7554c to incarcerated individuals;
5. Provide pretrial services as ordered by a court pursuant to 13 V.S.A. § 7554(c) and to individuals referred by their defense attorney;
6. Use the screening and asssessment tools selected by the State;
7. Record on a separate piece of paper the social security number collected from a Post-charge Diversion or Tamarack Program participant as part of a Restitution Unit repayment agreement and not retain a copy after sending the document to the Restitution Unit;
8. Enter all case information in the case management system provided by the State;

9. Abide by the Memorandum of Understanding, hereafter "MOU," between the Vermont Association of Court Diversion Programs (VACDP) and the Department for Children and Families' (DCF) Family Services Division effective October 2013, as may be amended;
10. Meet twice during the grant term with the DCF district office serving the County to review the MOU and practices around implementation of the MOU;
11. Provide the State the name, job title, and contact information of the program director, business manager(s), and all staff providing direct services under the terms of this grant, hereafter "staff" and the name of each volunteer providing direct services under the terms of this grant within 10 business days of the start of this grant agreement or of acceptance of position by the staff person or volunteer;
12. Inform the State immediately of any staff terminated and within five business days of any other change in staff, staff roles, or volunteers;
13. Provide a statement of non-disclosure, on a form provided by the State, signed by each staff person and volunteer providing direct services or otherwise accessing personally identifiable information about program participants, including victims, under the terms of this grant agreement within 10 business days of the recruitment of the staff person or volunteer;
14. Provide the State with the name, mailing address, email address, and telephone number of each member of the governing/community advisory board within 10 business days of the start of this grant agreement or the addition of the new member to the board;
15. Ensure that the program director or designee participates in a minimum of nine monthly meetings designated by the State as meetings of program directors;
16. Assign and hire staff to provide the services under the terms of this grant who possess a Bachelor's Degree in a related field, or a minimum of three years of related experience;
17. Recruit all new staff and fill leadership positions following a competitive process and offer jobs only following reference checks satisfactory to the Grantee;
18. Provide regular training, support and supervision to all staff and conduct an annual performance evaluation, which includes feedback of colleagues, key stakeholders, and community partners, of all staff;
19. Provide regular training, support and supervison to all volunteers following guidance provided in the Manuals;
20. Report information in accordance with the State's laws regarding reporting suspected abuse or neglect of children (33 V.S.A. § 4913) and vulnerable adults (33 V.S.A. § 6903) and provide training regarding these laws for all staff providing services under this grant. If agency staff do not fall under these laws as mandated reporters, staff shall obtain consent from prospective participants regarding potential reporting of information in accordance with these laws; otherwise, staff shall inform prospective participants regarding potential reporting of information in accordance with these laws.
21. Develop and maintain collaborative partnerships with key stakeholders in the County, to include, at a minimum, law enforcement, the State's Attorney's Office, Defense Bar, the Court, and designated and preferred treatment providers;
22. Develop written agreements with designated and preferred treatment providers regarding referral of individuals and ongoing communication and follow-up processes;
23. Convene a minimum of one meeting per grant year to review and discuss the Youth Substance Awareness Safety Program to which the State's Attorney and representatives of each law enforcement agency in the County are invited;
24. Collaborate with the State in identifying criteria for prioritizing the delivery of services or adjusting of operations to meet fiscal constraints.

B. The State shall

1. Provide access to the Judiciary's electronic case management system;
2. Provide a case management system, training and support in the use of the system, and forms for Civil DLS Diversion reporting;
3. Provide a summary of the results of surveys completed by Court Diversion and Pretrial Services participants and victims of cases referred to Court Diversion;
4. Consult with the Grantee regarding changes to the Manuals; and
5. Consult with the Grantee regarding any legislative proposals affecting Court Diversion and Pretrial Services.

PERFORMANCE MANAGEMENT

The Grantee shall

1. Provide to the State, by August 1 of each year on a form provided by the State, a plan designed to improve the quality of services, for review and approval by the State;
2. Email the State the following within 15 days of the close of each quarter:
   a) confirmation that records in the case management system are current for all activities as of the final calendar day of the previous month, and
   b) a report on a form provided by the State documenting Civil DLS Diversion cases;
3. Survey YSASP program participants using survey questions provided by the State;
4. Survey Court Diversion and Pretrial Services program participants, including victims of cases referred to Diversion and, Tamarack, using a survey developed by the Grantee;
5. Complete and return to the State by November 15 of each year the internal controls self-assessment provided by the State and if requested, provide documentation of the procedures referenced in the internal controls self-assessment by the deadline established at time of selection;
6. Record any fee revenue that is not expended during the fiscal year and unexpended fee revenue from past years as appropriate, specific to Diversion and Tamarack, in the grantee's accounting system;
7. Retain an itemized list detailing to whom any restitution cash balances belong;
8. Return to the State any deferred fee revenue upon termination or non-renewal of this grant;
9. Submit by December 15 and May 15 of each year narrative reports signed by the Grantee's primary contact person and their supervisor using the template provided by the State;
10. Submit to the State within one month of the start of the grantee's fiscal year the board or other governing body's meeting minutes documenting the adoption of the grantee's budget;
11. Submit to the State within six months of the end of the grantee's fiscal year any financial audit completed by an independent accountant; and
12. If a financial audit is not completed, submit to the State the following accounting reports as of June 30 of the prior year:
    a) By October 1, 2027
       i) Balance sheet
       ii) Income/Expense Statement
       iii) Trial balance for the Court Diversion and Pretrial Services grant
    b) By November 30, 2027
       i) any revisions to the balance sheet, income/expense statement, and trial balance, and the grantee's Form 990.

ATTACHMENT B
PAYMENT PROVISIONS

In consideration of the services to be performed by the Grantee, the State shall pay Grantee a sum not to exceed $1,274,268.00 for the period July 1, 2026 – June 30, 2027. This maximum dollar amount payable under this Grant is not intended as any form of a guaranteed amount and is subject to the availability of funds.

1. Prior to commencement of work and release of any payments, Grantee shall submit to the State a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this grant agreement.

2. Within 15 days of the close of each quarter, Grantee shall complete and return the State's electronic financial and fee reports with a request for funding to:

   Willa Farrell, Court Diversion & Pretrial Services Director, Office of the Attorney General
   willa.farrell@vermont.gov

3. SERVICES – Grantee shall submit reports based on an approved budget as stated in Section 3a of this attachment.

   a) Prior to beginning operations, the Grantee shall have a budget, approved by the State, for the period July 1, 2026 through June 30, 2027, for all services and performance management detailed in Attachment A.
   b) The Grantee shall submit to the State, for review and approval, an annual budget that is subsequently revised and that increases the total budget by 10 percent or more, along with an explanation for the revision to include identification of the funding source(s) covering the increase.
      i) Any budget increase will not affect the maximum payable amount of the grant.
   c) The Grantee shall submit quarterly financial reports that document expenses and revenue relative to the budget.
   d) The Grantee shall submit a final financial report by October 1 of each year. Any revisions from the 4th quarter report shall be captured here and a reasonable explanation for any budgeted line item overages of 10% or $500 provided.
   e) Quarterly payment may be withheld if a report is not received by the due date.

Attachment C: Standard State Provisions for Contracts and Grants

Revised: February 13, 2026

1. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee, or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.
2. **Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party's invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.
3. **Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State regarding its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.
4. **Sovereign Immunity:** The State reserves all immunities, defenses, rights, or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights, or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands

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that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. **Independence:** The Party will act in an independent capacity and not as officers or employees of the State.
7. **Defense and Indemnity:**
   A. The Party shall defend the State and its officers and employees against all third-party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.
   B. After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.
   C. The Party shall indemnify the State and its officers and employees if the State, its officers, or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.
   D. Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.
8. **Insurance:** During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: https://aoa.vermont.gov/Risk-Claims-COI.
9. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations

made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports, and other proofs of work.

10. **False Claims Act:** Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. **Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority, or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. **Use and Protection of State Information:**

    A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").

    B. With respect to State Data, Party shall:

        i. take reasonable precautions for its protection;

        ii. not rent, sell, publish, share, or otherwise appropriate it; and

        iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.

    C. With respect to Confidential State Data, Party shall:

        i. strictly maintain its confidentiality;

        ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;

        iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;

        iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;

        v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and

vi. upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.

D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:

i. industry-standard firewall protection;

ii. multi-factor authentication controls;

iii. encryption of electronic Confidential State Data while in transit and at rest;

iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;

v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;

vi. training to implement the information security measures; and

vii. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.

E. No Confidential State Data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the United States, except with the express written permission of the State.

F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.

G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives.

H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

13. **Records Available for Audit:** The Party shall maintain all records pertaining to performance under this Agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this Agreement. Records produced or acquired in a machine-readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of this Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

14. **Nondiscrimination:**

   A. **Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable, and shall include this provision in all subcontracts for work performed in Vermont. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

   B. **IT Accessibility Standards:** Party acknowledges and agrees that any digital products, services, and content provided under this Agreement, whether supporting State programs or intended for the State's use, must adhere to the State's accessibility standards and guidelines as established by Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990 (28 CFR Part 35) (hereinafter, for purposes of this subsection B, the "Rule"). The Rule requires communication and content on web platforms and mobile applications to meet or exceed specific success criteria and conformance requirements. The Rule applies to websites, software applications, electronic reports and output documentation, and training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), and other digital content. Information concerning the Rule and the State's Universal Digital Accessibility resources are available on the State's Communications and Marketing Office website at: https://cmo.vermont.gov.

      i. Party warrants that the software, products, services, or subscriptions provided under this Agreement, whether supporting State programs or intended for the State's use (hereinafter, for purposes of this subsection B, "Products") comply with the Rule and agrees to defend, indemnify, and hold harmless the State against any claims related to a Product's non-compliance with the Rule.

      ii. When updates or upgrades are made to the Products available through this Agreement, the Party agrees:

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a) to develop functionality that supports accessibility in conformance with the Rule and, if any issues arise due to nonconformance with the Rule, to provide alternative solutions upon request at no additional cost to the State; and

b) to document how the changes will impact or improve the Product's accessibility and usability. This documentation, upon request, must be provided to the State in advance of the update or upgrade, occurring within an agreed timeframe sufficient for the State to review the changes and either approve them or request a remediation plan from the Party.

iii. If agreed-upon updates fail to improve the Product's accessibility or usability as planned, such failure shall be a material breach of this Agreement.

15. **Offset:** The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.

16. **Taxes Due to the State:** Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

17. **Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. **Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract, or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

    In the case this Agreement is a contract with a total cost in excess of $250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont

Recovery and Reinvestment Act of 2009 (Act No. 54), as amended by Section 17 of Act No. 142 (2010) and by Section 6 of Act No. 50 (2011).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Confidentiality and Protection of State Information"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

20. **No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel, and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. **Regulation of Hydrofluorocarbons:** Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

22. **Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds. Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's Debarment List at: https://bgs.vermont.gov/purchasing-contracting/debarment.

23. **Conflict of Interest:**

    A. **Organizational Conflict of Interest (OCOI):** An OCOI arises when the Party as a business entity has an interest (for example, customers, partners, contracts) that could undermine, or reasonably be perceived to undermine, its faithful and unbiased performance of this Agreement.

    B. **Personal Conflict of Interest (PCOI):** A PCOI arises when an interest held by an agent or employee of the Party could undermine, or reasonably be perceived to undermine, the faithful and unbiased performance of this Agreement.

    C. **Requirements:** Party shall not have PCOIs or OCOI's with respect to this Agreement nor with respect to any other agreement(s) it may hold with the State. To ensure that PCOIs and OCOIs do not exist, the Party shall:

        i. Conduct an internal review of its current affiliations and activities and employees and agents and identify actual, potential, or reasonably perceived PCOIs or OCOIs relative to this Agreement.

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ii. Maintain effective oversight to verify compliance with PCOI and OCOI prohibitions.

iii. Prevent PCOIs, including not assigning or allowing an employee to perform any role or task under this Agreement for which the Party has identified a PCOI.

iv. Inform employees and agents of their obligation to disclose PCOIs and to comply with the confidentiality provisions and any non-disclosure agreement required by this Agreement.

v. Make an immediate and full disclosure, in writing, to the State point of contact for this Agreement of any actual or potential PCOI or OCOI or the existence of any facts that may cause a reasonably prudent person to perceive a PCOI or OCOI with respect to this Agreement.

D. **Remedies:**

i. In the event the State determines that a PCOI or OCOI exists, the State will discuss the matter with the Party to determine whether the PCOI or OCOI can be mitigated to the State's satisfaction.

ii. If the State does not deem mitigation practicable, the State may terminate all or a portion of this Agreement for default or pursue such other remedies as may be permitted by law or this Agreement.

iii. If Party fails to disclose facts pertaining to the existence of a potential or actual PCOI or misrepresents relevant information to the State, the State may terminate this Agreement for default or pursue such other remedies as may be permitted by law or this Agreement.

24. **Vermont Public Records Act:** Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. **Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lockouts) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. **Marketing:** Party shall not use the State's logo or otherwise refer to the State in any publicity materials, information pamphlets, press releases, research reports,

advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. **Termination:**

   A. **Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to pay Party from State revenues.

   B. **Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

   C. **Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. **Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. **No Implied Waiver of Remedies:** Either party's delay or failure to exercise any right, power, or remedy under this Agreement shall not impair any such right, power, or remedy, or be construed as a waiver of any such right, power, or remedy. All waivers must be in writing.

30. **State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to, and use of, State facilities, which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. **Requirements Pertaining Only to Federal Grants and Subrecipient Agreements:** If this Agreement is a grant that is funded in whole or in part by Federal funds:

   A. **Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for

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the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. A Single Audit is required if the subrecipient expends $1,000,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. **Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission.

C. **Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

A. **Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of $1,000, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

B. **Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify; and (ii) that it will comply with the requirements stated therein.

(End of Standard State Provisions)

MEMORANDUM

Date: September 14th, 2026
To: Board of Finance

From: Kelli Perkins, Director of Racial Equity, Inclusion, and Belonging
CC: Emma Mulvaney-Stanak, Mayor
Katherine Schad, Chief Administrative Officer

Re: **Budget Amendment to Move Funds**

Request

The Office of Racial Equity, Inclusion, and Belonging (REIB) is requesting Board of Finance recommended approval of the movement of $5,000 from the Mayor's Office's Special Projects/Emerging Needs GL to the Racial Equity, Inclusion, and Belonging Office's Community Celebrations GL for the Richard Kemp Center Grant.

Background

In response to the August 2025 letter sent to Board of Finance from Christine Hughes, Director of the Richard Kemp Center, the City has allocated funding for the Richard Kemp Center through the Racial Equity, Inclusion, and Belonging Office in the amount of $50,000 split over two fiscal years. With the City's current financial reality, $25,000 is to be dispersed in the fiscal year 2027 and another $25,000 in fiscal year 2028 from the REIB's Community Celebrations GL.

The Mayor's Office has earmarked funding to support the request. From the Mayor's Special Projects/Emerging Needs GL they are allocating $5,000 to put towards the REIB Office's Community Celebrations GL.

Department Contact

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

Motions

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

1. Board of Finance Motion:

   Move to approve and recommend the City Council approve the budget amendment to the Community Celebrations GL for the purposes described herein and authorize the Director of the Racial Equity Inclusion and Belonging Office and the Chief Administrative Officer to initiate a budget amendment in the amount of $5,000 to support the payment towards the Richard Kemp Center from the Special Projects/Emerging Needs GL to the Community Celebrations GL, all subject to the review and approval of the Chief Administrative Officer or designee.

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: REIB Submitter: Vicky Luciano

Title/Subject: Budget Amendment to Move Funds

Approval Requested:		Meeting Date:
☒	Board of Finance	9/14/2026
☐	City Council	Click or tap to enter a date.
☐	Both BOF and Council	Click or tap to enter a date.

Instructions

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

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	9/3/2026	Kelli Perkins
Mayor's Office	Yes	9/4/2026	Lisa Gerlach
Board/Commission	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and contracts or legal documents	Yes	9/8/2026	Emmett Wood
City Attorney's Office for memo and motion(s) or resolution(s)	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CAO for budget, financing, and memo	Yes	9/4/2026	Katherine Schad
Human Resources, if personnel action or policy	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

MEMORANDUM

Date: September 14th, 2026
To: Board of Finance

From: Kelli Perkins, Director of Racial Equity, Inclusion, and Belonging
CC: Emma Mulvaney-Stanak, Mayor
Katherine Schad, Chief Administrative Officer

Re: **Budget Amendment to Move Funds-Back To School Event**

Request

The Office of Racial Equity, Inclusion, and Belonging (REIB) is requesting Board of Finance recommended approval of the movement of $500 from the Mayor's Office's Special Projects/Emerging Needs GL to the Racial Equity, Inclusion, and Belonging Office's Program Delivery GL for the REIB's Back to School Event which happened on September 4, 2026.

Background

To show their support the Mayor's Office agreed to allocate $500 to the Racial Equity, Inclusion, and Belonging Office's Program Delivery GL. The program has been put together in partnership with the Trusted Community Voices for the past two years. For this program the REIB and Trusted Community Voices put together backpacks full of school supplies to distribute to families.

The Mayor's Office has earmarked funding to support the request. From the Mayor's Special Projects/Emerging Needs GL they are allocating $500 to put towards the REIB Office's Program Delivery GL.

Department Contact

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

Motions

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

1. Board of Finance Motion:

   Move to approve and recommend the City Council approve the budget amendment to the Community Celebrations GL for the purposes described herein and authorize the Director of the Racial Equity Inclusion and Belonging Office and the Chief Administrative Officer to initiate a budget amendment in the amount of $500 to support the payment towards the Back to School Event from the Special Projects/Emerging Needs GL to the Program Delivery GL, all subject to the review and approval of the Chief Administrative Officer or designee.

Board of Finance and City Council Submission Checklist
Version: April 2025

Department: REIB Submitter: Vicky Luciano

Title/Subject: BA Moving Funds- Back to School Event

Approval Requested:		Meeting Date:
☒	Board of Finance	9/14/2026
☐	City Council	Click or tap to enter a date.
☐	Both BOF and Council	Click or tap to enter a date.

Instructions

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

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	9/4/2026	Kelli Perkins
Mayor's Office	Yes	9/4/2026	Lisa Gerlach
Board/Commission	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and contracts or legal documents	Yes	9/8/2026	Emmett Wood
City Attorney's Office for memo and motion(s) or resolution(s)	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CAO for budget, financing, and memo	Yes	9/4/2026	Katherine Schad
Human Resources, if personnel action or policy	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

City of Burlington
Fleet Committee
645 Pine St
Burlington, VT 05402
802.863.9094

Date: September 14, 2026 (BOF)
September 28, 2026 (CC)

To: Board of Finance & City Council

From: Chapin Spencer, Director, Public Works
Katherine Schad, Chief Administrative Officer, Clerk/Treasurer's Office
Michael Curtin, Battalion Chief, Burlington Fire Department
Phil Lewis, Director, Parks, Rec. & Waterfront
Deryk Roach, Parks Maintenance. & Operations Superintendent, Parks, Rec. & Waterfront
Lee Perry, Division Director – Maintenance Division, Public Works
Ashley Parker, Capital Program Director, Clerk/Treasurer's Office
Dave Hammond, Fleet Manager, Public Works
Shannon Trammell, Executive Manager, Burlington Police Department

Subject: **FY27 Vehicle Purchase and Sales Recommendation**

REQUEST:

The Fleet Committee requests the Board of Finance and the City Council approve the proposed FY27 vehicle purchase, replacement, recommendations and list of vehicles to sell at auction.

BACKGROUND:

The City's interdepartmental Fleet Committee is staffed by the Department of Public Works (DPW) Fleet Manager Dave Hammond and includes representatives from the Department of Finance and Administration, the Fire Department, the Police Department, and Parks, Recreation & Waterfront Department. The Committee annually coordinates fleet purchases for the General Fund (GF) and several enterprise/special revenue funds in order to realize cost savings and provide management oversight.

Per the City of Burlington Fleet Policy, the Fleet Manager and the Maintenance Division Director meet with each department head, or their designee, to review their annual recommended fleet replacements and receive input on upcoming vehicle/equipment needs. The Fleet Manager then researches and discusses electric and hybrid options for each item with the Burlington Electric Department (BED), calculates the carbon pricing on fossil fuel options, and makes a recommendation to the Fleet Committee.

The Fleet Committee met on May 21, 2026 to discuss and agree on final recommendations for which vehicles and equipment to purchase in FY27. Fleet decisions are made with input from all members of the committee and based upon which vehicles most urgently need to be replaced. Determination of which vehicles are urgent need, is based on scoring criteria provided by DPW's Fleet software. The software takes into consideration the vehicle/equipment's age, miles, or hours on the vehicle, maintenance and repair cost comparison, service count per year (based on work orders opened and closed throughout the year), and condition assessment.

The FY27 Fleet replacement list was presented to the Transportation, Energy, and Utilities Committee (TEUC) of the City Council at their August 24, 2026 meeting where representatives of the Fleet Committee received comments from the TEUC Committee members and received a vote of recommendation to advance the list to the Board of Finance and City Council.

The Fleet Committee is recommending (15) vehicles/pieces of equipment be replaced in FY27. The vehicles/equipment to be replaced and purchased are for both enterprise/special revenue and GF departments. After several years of not having funding available for replacement of GF fleet, the City has made some funds available to replace vehicles that are on the "overdue for replacement" list. There is $1,030,000 available from the General Obligation Bond (Bond Series 2025A) and $750,000 available from the FY'27 General Fund operating budget.

All purchases recommended for enterprise/special revenue departments will be budgeted for and funded by their own revenue streams. See Attachment A: for the Vehicle Purchase list for more details on what is being recommended for purchase.

RECOMMENDED FY27 FLEET PURCHASES:

The City is still working to replace a long list of deferred General Fund Fleet vehicles, but the recent voter approved $20M GO bond, and the allocated revenue from the General Fund is helping Fleet get back on track. The City allocated $3M for General Fund fleet vehicle purchases in FY26 and will be using a balance of these funds from Bond Series 2025A and an additional allocation of $750,000 for purchases in FY27. The Fleet Manager has compiled and is proposing a list of four (4) vehicles to purchase for the General Fund with bond proceeds (Series 2025A). This list currently includes: an ambulance, dump truck, dump truck with plow, salter, or sander and sidewalk tractor.
Other GF fleet purchases using monies allocated by the GF and approved by Council in the FY27 budget will be used to purchase vehicles listed in Attachment A: FY27 GF Vehicle purchase list.

There is one (1) vehicle, and one (1) equipment trailer recommended for purchase for departments and divisions categorized as enterprise/special revenue funds. See Attachment A: Vehicle Replacement List, Revenue/Special Revenue Departments.

DEFERRED GF FLEET VEHICLES:

As noted previously, replacement of GF fleet vehicles and equipment was deferred in FY24 & FY25. The deferred list currently has 93 vehicles/equipment (30% of total GF Fleet Assets) from various GF departments totaling about $6,585,857.00. Of the 93 vehicles, 13 are in urgent need of replacement, and are included in the FY27 fleet purchasing list, as well as in Attachment B: Urgent Vehicle Need Replacement List/Vehicles Being Replace. There are a few items on the overall deferred list that can be deferred for a number of years because they are limited use, have limited wear, and are not expensive to maintain. Not all of the vehicles on the replacement list are eligible to be purchased with available bond proceeds and need to be supported with other revenue sources as previously mentioned.

As the City considers the growing age and number of deferred vehicles in the fleet, the need to maintain and repair the vehicles/equipment becomes a factor. The priority of our Fleet Maintenance team has shifted from a preventative maintenance program with intermittent repairs, to a more responsive maintenance program performing more repairs than preventative maintenance. The national average for preventative maintenance to repairs is ~70%, meaning 70% of a Fleet Technician's time should be spent performing preventative maintenance (i.e. lube, oil, filter changes, brakes, and other levels of services). Comparatively, DPW Fleet Technicians are currently spending 31% of their time performing preventative maintenance and currently have ~200 assets that are overdue, or due on their scheduled maintenance service as of June 30, 2026.

DPW's staff of 7 Fleet Technicians (currently 5 as there are 2 vacancies that remain unfilled) are trying to keep up with preventative maintenance and repairs. Fleet Maintenance also outsources larger repairs, or repairs that cannot be completed in-house. In FY26, the outsourced work totaled ~$224,700, which was $75,850 more than the FY26 Contractual Vehicle Repair amended budget line. As our fleet continues to age, with no sustainable replacement funding, costs for these repairs will continue to increase. See below for related preventative maintenance data for FY26.

PREVENTATIVE MAINTENANCE DATA:

- Total work orders – 1,389
- Non-preventative maintenance work orders – 815
- Preventative maintenance work orders – 389
- Preventative Maintenance compliance:
  On time Preventative Maintenance – 14.9%
  Early Preventative maintenance – 6.8%
  Late preventative maintenance – 78.3%
- Past Due Services – 204 assets are either past due (153), due now (46), or due soon for service (5) as of June 30, 2026.

While the approved FY26 & FY27 funding allocations to support Fleet purchases move the City towards a more sustainable replacement schedule for the General Fund Fleet, staff are continuing to work on a long-term funding strategy to replace more of the deferred vehicles/equipment that are on the list. One identified strategy is the creation of an Internal Service Fund for Fleet that could be implemented in the next year or two that would allow funds to be set aside for General Fund Department Fleet maintenance and purchase needs.

CITY'S NETZERO BY 2030 GOAL – FLEET UPDATE:

The recommended FY27 vehicle purchase list has been reviewed by the Fleet Committee and BED for additional electric and hybrid recommendations. There will be no electric vehicles (EV) purchased in FY27. BED had no recommendations for electric or hybrid vehicles for the proposed FY27 vehicle/equipment purchase list that would meet the needs of the department for which the vehicle being replaced had an EV option. The explanation for the decision not to purchase EV vehicles/equipment can be viewed in the attached Department memos. We conducted additional review on the availability, performance and cost of EVs in the heavy vehicle sector, and we are maintaining our existing fleet recommendation (See Attachment C Vehicle Cost Chart & EV/Hybrid Comparison).

The Fleet Committee has worked hard to balance three key policy goals:
1. The City's 2030 Net Zero energy goal
2. The City's operations and safety goal to replace as much of the Fleet that is at the end of life as possible
3. Managing the fleet in the most cost-effective manner possible

The Fleet Manager and the Fleet Committee have worked to advance the electrification of the City's fleet where possible. This is based on the needs of the department, whether the EV technology can support those needs, as well as the consideration of whether the EV can provide safe and efficient service to the City's residents. All new proposed fleet purchases will continue to be reviewed for potential EV replacement.

(See attachment D Fleet electrification progression)

SUGGESTED BOARD OF FINANCE MOTION:

1. To approve and recommend the City Council approve the proposed FY27 Fleet Purchasing List as detailed in Attachment A vehicle replacement list and authorize the Director of the Department of Public Works to purchase the vehicles listed therein, for a total authorized expenditure in an amount not to exceed $1,974,788.00.

2. To approve and recommend that the City Council authorize the Chief Administrative Officer, or her designee, to effectuate necessary budget amendments and transfers of funds to support the purchase of vehicles per the FY27 Fleet Purchasing List (Attachment A).

3. To approve and recommend that the City Council authorize the Director of the Department of Public Works or designee to dispose of the FY27 replaced vehicles/equipment through any of the following means, as they shall in their reasonable judgement determine to be in the City's best interest, and to take such further actions and execute such further instruments approved as to form by the City attorney as may be necessary or convenient to effectuate the transactions contemplated hereby; auction the vehicles/equipment through any of various online public auctions; by trade-in where vehicle/equipment is being purchased; or, if the vehicle is of no value to the vendor, Fleet Maintenance will have the vehicle/equipment, hauled away for scrap at the current market price.

SUGGESTED CITY COUNCIL MOTION:

1. To approve the proposed FY27 Fleet Purchasing List as detailed in Attachment A vehicle replacement list and authorize the Director of the Department of Public Works to purchase the vehicles listed therein, for a total authorized expenditure in an amount not to exceed $1,974,788.00.

2. To authorize the Chief Administrative Officer, or her designee, to effectuate necessary budget amendments and transfers of funds to support the purchase of vehicles per the FY27 Fleet Purchasing List (Attachment A).

3. To authorize the Director of the Department of Public Works or designee to dispose of the FY27 replaced vehicle/equipment through any of the following means, as they shall in their reasonable judgement determine to be in the City's best interest, and to take such further actions and execute such further instruments approved as to form by the City attorney as may be necessary or convenient to effectuate the transactions contemplated hereby, auction the vehicles/equipment through any of the various online public auctions; by trade-in where vehicle/equipment is being purchased; or, if the vehicle is of no value to the vendor, Fleet Maintenance will have the vehicle/equipment, hauled away for scrap at the current market price.

ATTACHMENT A:

Attachment A: Vehicle Purchase Lists:

Vehicle	**Owning Department**	**Life Span-Year Purchased**	**Replacement Cost**	**Order Year**	**Estimated Receipt of Vehicle**
Ambulance	Fire	10 Year, 2017	$461,282	FY27	36 Months
Dump Truck	Street Maintenance	10 Year, 2015	$106,064	FY27	12 Months
Sidewalk Tractor	Street Maintenance	8 Year, 2017	$220,000	FY27	6-12 Months
Plow Truck	Street Maintenance	12 Year, 2012	$268,058	FY27	36 Months
Walk Behind Mower	Parks	10 Year, 2015	$5,863	FY27	3 Months
Ford F250	Parks	10 Year, 2017	$110,000	FY27	12 Months
Ford Explorer	Police	5 Year, 2016	$90,000	FY27	12 Months
Ford Explorer	Police	5 Year, 2016	$90,000	FY27	12 Months
Ford Explorer	Police	5 Year, 2017	$90,000	FY27	12 Months
Ford Explorer	Police	5 Year, 2017	$90,000	FY27	12 Months
Ford Explorer	Police	5 Year, 2017	$90,000	FY27	12 Months
¾ ton pickup w/ service body	Parks	10 Year, 2017	$85,891	FY27	6 Months
Wood Chipper	Parks	8 Year, 2014	$70,000	FY27	6 Months
Total GF Purchase			**$1,777,158**		
Tandem Dump Truck	Water Distribution	10 Year, 2013	$171,630	FY27	12 Months
Equipment Trailer	Water Distribution	10 Years, 2013	$25,750	FY27	3 Months
Total Revenue/Special Revenue Purchases			**$197,380**		

Attachment B: Vehicle Urgent Need/Replacement List:

Vehicle Urgent Need List FY27 (Vehicles Being Replaced) GF					
Vehicle	Department	Year	Make	Model	Replacement Cost
C05	Parks	2015	Bobcat	48” Walk Behind Mower	$5,863
FB1	Fire	2018	Chevy	Suburban	$110,000
FA2	Fire	2017	Ford	Ambulance	$461,282
P06	Police	2016	Ford	Explorer	$90,000
P10	Police	2016	Ford	Explorer	$90,000
P11	Police	2017	Ford	Explorer	$90,000
P13	Police	2017	Ford	Explorer	$90,000
P14	Police	2018	Ford	Explorer	$90,000
PR13	Parks	2017	Ford	F250	$85,891
PRChip14	Parks	2014	Brush Bandit	200XP	$70,000
S09	DPW Streets	2015	Ford	F550	$106,064
S24	DPW Streets	2017	Trackless	MT-7	$220,000
S65	DPW Streets	2012	International	7500	$268,058
Vehicle Non-Urgent Need List FY27 (Vehicles Being Replaced) Revenue/Special Revenue					
WD07	Water	2017	International	7500	$171,630
WD13	Water	2013	Interstate Trailer	24DT	$26,000

Attachment D: Fleet Electrification Progression:

	FY19	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	AVG	TOTAL
ELECTRIC	0	1	6	7	4	3	3	2	0	2.89	26
HYBRID	5	3	4	6	1	2	1	3	5	3.33	30
TOTAL FLEET PURCHASE	13	16	28	24	18	7	6	17	15	16.00	144
% OF EV	**0%**	**6%**	**21%**	**29%**	**22%**	**43%**	**50%**	**12%**	**0%**	**18%**	**18%**
TOTAL COST OF EV	$0	$23,400	$140,627	$504,000	$100,000	$124,000	$60,000	$47,500	$0	$111,059	$999,527
% OF HYBRID	**38%**	**19%**	**14%**	**25%**	**6%**	**29%**	**17%**	**18%**	**33%**	**22%**	**21%**
TOTAL COST OF HYBRID	$133,388	$141,289	$111,147	$190,860	$23,000	$60,000	$47,050	$210,000	$450,000	$151,859	$1,366,734
TOTAL COST OF CARBON SAVED EV			$6,836	$17,076	$0	$3,165	$2,500	$3,000	$0	$4,654	$37,231
TOTAL COST OF CARBON SAVED HYBRID			$3,012	$6,095	$1,376	$1,146	$4,000	$7,500	$21,310	$6,348	$50,787
TOTAL POWERED FLEET	245	AS OF 6-30-26									
TOTAL EV	26										
TOTAL HYBRID	30										
TOTAL EV PERCENT	10.61%										
TOTAL HYBRID PERCENT	12.24%										
* DOES NOT INCLUDE TRAILERS, BICYLES OR OTHER NON POWERED EQUIPMENT											
*INCLUDES WATER RESOURCES AND TRAFFIC											
PROPOSED	FY27										
ELECTRIC	0										
HYBRID	5										
TOTAL	15										
% OF EV	**0%**										
TOTAL COST OF EV	$0										
% OF HYBRID	**33%**										
TOTAL COST OF HYBRID	$450,000										
TOTAL COST OF CARBON SAVED EV	$0										
TOTAL COST OF CARBON SAVED HYBRID	$21,310										

Vehicles Sale/Disposed List FY27				
Vehicle	Department	Year	Make	Model
C05	Parks	2015	Bobcat	48” Walk Behind Mower
FB1	Fire	2018	Chevy	Suburban
FA2	Fire	2017	Ford	Ambulance
P06	Police	2016	Ford	Explorer
P10	Police	2016	Ford	Explorer
P11	Police	2017	Ford	Explorer
P13	Police	2017	Ford	Explorer
P14	Police	2018	Ford	Explorer
PR13	Parks	2017	Ford	F250
PRChip14	Parks	2014	Brush Bandit	200XP
S09	DPW Streets	2015	Ford	F550
S24	DPW Streets	2017	Trackless	MT-7
S65	DPW Streets	2012	International	7500
Vehicles Disposed List FY27 Revenue/Special Revenue				
WD07	Water	2017	International	7500
WD13	Water	2013	Interstate Trailer	24DT

Department Memos Supporting Purchase Decision:

BURLINGTON FIRE DEPARTMENT

136 S. Winooski Avenue, Burlington, VT 05401
Phone: (802) 864-4554 Fax: (802) 865-5387

TO: Dave Hammond – Fleet Manager

FROM: Michael Curtin – Chief of Department

DATE: 6/16/2026

SUBJECT: EV Ambulance

I wanted to provide a brief update regarding the availability of electric ambulances and related technology.

I spoke with Garth Brooks of Desorcie Emergency Products and Robert Gleason regarding current EV ambulance options. Both indicated that there are currently no fully electric ambulances being produced for EMS operations.

Robert advised that Demers had previously developed an electric ambulance; however, the chassis manufacturer supporting that platform has since gone out of business, and the product is no longer available.

Garth indicated that the primary alternative currently available is the ZeroRPM system. This technology allows the vehicle's engine to automatically shut down while operating on scene, with onboard batteries powering emergency and auxiliary systems. When the batteries require charging, the engine automatically restarts and then shuts down again once charging is complete.

One challenge with this system is the amount of compartment space required for the additional equipment. As you know, Burlington's ambulances carry equipment necessary for both EMS and fire suppression operations, and compartment space is already at a premium. Any reduction in available storage would not be functional for our operations.

Based on these discussions, it appears that fully electric ambulance platforms are not currently a viable option for Burlington Fire. I will continue to monitor developments in the industry and provide updates as technology and available products evolve.

Burlington Fire Department

136 South Winooski Ave.
Burlington, VT. 05401
Office (802) 658-7660 Cell (802) 343-7799

July 14, 2026

Dave Hammond, Fleet Manager
Burlington Public Works
645 Pine Street
Burlington, VT. 05401

Re: Request to upgrade new Shift Commander vehicle to heavier duty.

Dave,

This proposal recommends the procurement of 3/4-ton, gasoline-powered crew cab pickup truck, with applicable equipment and cap as agreed upon to replace the current Shift Commander vehicle currently in service. **This request specifically does not support the 1/2-ton hybrid pickup truck for our Shift Commander response vehicles**. While hybrid technology offers fuel efficiency, the operational requirements of a Shift Commander—namely heavy equipment carriage, emergency response reliability, and future-proofing for organizational growth—necessitate the robust chassis, suspension, and payload capacity inherent to the 3/4-ton platform. Built with a reinforced frame, heavier-duty suspension, and higher Gross Vehicle Weight Rating (GVWR), these trucks provide a significantly higher safety margin for payload. This ensures that the vehicle handles predictably under load, preventing sagging suspension and maintaining optimal braking performance—critical for emergency response.

Research completed on other fire departments of similar size and response requirements has proven that while many did try the ½ ton Hybrid, they have since replaced them with the ¾ ton option as the ½ ton did not meet expectations or hold up to the rigors faced by the vehicle. The shift to a 3/4-ton gasoline-powered fleet is a strategic investment in the safety and efficiency of our operations. By prioritizing chassis strength, operational simplicity, and long-term scalability, we ensure that our Shift Commanders are equipped with a reliable platform that supports their critical mission without compromise. If you have any questions or input, please let me know. Thank You for your efforts on this project.

Best Regards,

Troy D. Ruggles
Deputy Fire Chief

To: Dave Hammond
From: Steve Bachand, Parks and Cemetery Grounds Manager
Subject: Evaluation of Demo Electric Mower – Summary of Limitations
Date: August 12, 2026

Purpose

The purpose of this memo is to summarize why the electric mower we recently demoed is not a suitable fit for our Parks and Cemetery operations.

Key Findings

1. **Insufficient Daily Workload**
   The mower would be a shared mower between the City's Grounds and Cemetery maintenance divisions. This mower would not satisfy both operations efficiently.
2. **Limited Power Under Heavy Conditions**
   In thicker grass, uneven terrain, and sections with obstacles, the mower showed noticeable power drop-off. This led to slower mowing speeds, uneven cuts, and repeated passes, which increases labor time.

3 Weight and Maneuverability Concerns

The unit's weight and size made it more challenging and would be more difficult to maneuver in tighter cemetery spaces and around monuments. The mower also had maneuverability issues on slopes, greenbelts and around road side mowing obstacles within city limits. Traditional gas units currently offer better handling for the type of detailed work our staff performs.

4. **Durability and Attachment Compatibility**
   Some of the electric mower's construction features—including deck robustness and compatibility as well the overall size of the machine did not meet our operational standards. This would limit versatility across parks and cemetery properties.

Conclusion

While electric equipment remains an important consideration for future sustainability goals, the specific model demoed does not currently meet the performance, or operational needs of our department. We recommend continuing to evaluate other manufacturers or models that may better match our workload demands.

Department	Division	Vehicle ID	Vehicle	Fuel Recommendation	Replacement Interval	Lease Duration Years	Funds From 2025 GO Bond	Funds From FY27 Allocated Cash	Funds From Water Resources	Vehicle Unit	Cost of Carbon Life Of Vehicle		Total Cost					
											Fossil Fuel	Hybrid/CNG	Fossil Fuel Purchase Cost	Hybrid/CNG(	Total Vehicle Purchase Price w/ Cost	Electric	Rebate	Total Cost EV Including Rebate
Fire	Fire	FB1	Shift Command	Gas	5			1		1	$6,150	NA	110,000	N/A	$116,150	N/A	N/A	
Fire	Fire	FA2	Ambulance	Gas	10		1			1	$36,504	NA	$461,282	N/A	$497,786	N/A	N/A	
Police	Police	P06	Line Cruiser	Hybrid	5			1		1	N/A	$5,480	N/A	$90,000	$95,480	N/A	N/A	
Police	Police	P10	Line Cruiser	Hybrid	5			1		1	N/A	$5,480	N/A	$90,000	$95,480	N/A	N/A	
Police	Police	P11	Line Cruiser	Hybrid	5			1		1	N/A	$5,480	N/A	$90,000	$95,480	N/A	N/A	
Police	Police	P13	Line Cruiser	Hybrid	5			1		1	N/A	$5,480	N/A	$90,000	$95,480	N/A	N/A	
Police	Police	P14	Line Cruiser	Hybrid	5			1		1	N/A	$5,480	N/A	$90,000	$95,480	N/A	N/A	
Parks	Parks	PR13	Service Truck	Gas	10			1		1	$8,007	N/A	$85,891	N/A	$93,898	N/A	N/A	
Parks	Parks	PRCHIP14	Wood Chipper	Diesel	8			1		1	N/A	N/A	$70,000	N/A	N/A	N/A	N/A	
Parks	Cemetery	C05	Walk Behind Mow	Gas	10			1		1	$2,150	N/A	$5,863	N/A	$8,013	$19,800	$4,500	$15,300
Streets	Street Maintenance	S09	Medium Duty Dump truck	Gas	10		1			1	$15,051	N/A	$106,064.0	N/A	$121,115.0	N/A	N/A	
Streets	Street Maintenance	S24	Trackless	Diesel	8		1			1	$4,880	N/A	$220,000.0	N/A	$224,880.0	N/A	N/A	
Streets	Street Maintenance	S65	Plow Truck	Diesel	12		1			1	$23,224	N/A	$268,058.0	N/A	$291,282.5	N/A	N/A	
Water Resources Water	Water Distribution	WD13	Tailer	NA	10				1	1	NA	N/A	N/A	N/A	$25,750	N/A	N/A	
Water Resources Meter	Water Distribution	WD07	Dump Truck	Diesel	10				1	1	$16,012	N/A	$171,630	N/A	$187,642	N/A	N/A	
Total							4	9	2	15	$111,978	$27,400	$1,498,788	$450,000	$2,043,916	$19,800	$4,500	$15,300

FY27 Vehicles Leased Annually TBD By DOF		Lease Term	TBD By DOF	Value	Number of Leases
Water Resources	$197,380				
Total Including Interest					
Total FY27 Fleet Purchase GF Amount	$1,777,158				

*Carbon fee amount used to calculate cost of carbon based off the City of Burlington carbon fee ordinance started in 2024, and uses an annual escalator based off of the Consumer Price Index U.S city average, but in no event shall the increase be greater than 5%. The current carbon fee amount used for FY27 is $158/ton CO_2, as well as a 2% discount rate which is typically used by economist.

*Lease terms for the Water resources purchases to be determined by Department of Finance

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: DPW Fleet Maintenance   Submitter: Lee Perry

Title/Subject: FY27 Fleet Purchasing & Vehicle Disposal Memo

Approval Requested:		Meeting Date:
☒	Board of Finance	9/14/2026
☒	City Council	9/28/2026
☐	Both BOF and Council	Click or tap to enter a date.

Instructions

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

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	9/8/2026	Approved by Chapin Spencer
Mayor's Office	Yes	9/9/2026	Approved by Lisa Gerlach
Board/Commission	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and contracts or legal documents	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	9/9/2026	Approved by Kim Sturtevant
CAO for budget, financing, and memo	Yes	9/9/2026	Approved by Katherine Schad
Human Resources, if personnel action or policy	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Date: September 14, 2026

To: Board of Finance

From: Katherine Schad, Chief Administrative Officer
Kara Alnaswari, Director of Community & Economic Development Office

Subject: FY26 Gross Receipts Report

Notes on the data presented:

- In FY24 the City's gross receipt tax rate on admissions, amusements, meals, alcohol, changed from 2% to 2.5% and the rate on rooms (hotels) changed from 2% to 4% so comparing across the past three fiscal years is appropriate with the caveat that the new rate was not operationalized until one month into FY24.
- The City's fiscal year begins in July which is why the data is presented as such.
- The overall growth in the GR numbers can be attributed to several factors such as the opening of the new AC Hotel, an increase in residential occupancy, including full residential occupancy in the CityPlace South Tower, and increased occupancy in Cambrian Rise.
- Increases are also attributable to concerted marketing efforts such as "Summer in the City" as well as extensive events produced in the downtown and promotional events such as "ONE Restaurant Week"
- In addition, the Dept. of Finance and Administration (DFA) has increased its delinquent collections operations with additional outreach and support provided by CEDO.
- It should be noted that the fluctuations in unique customers are not only related to businesses opening and closing, but also to GR collections from market vendors at events like the South End Get Down, the BCA/Love Burlington winter and summer markets

Summary:

Despite pressures on the Burlington economy, such as reduced Canadian visitors and street-level concerns, it should be noted that the trend of the City's gross receipts numbers has been on an upward trend since FY24.

Gross Receipts Tax payments by month

Month	FY 2026	2025	2024
7	$ 563,220	$ 592,075	$ 444,942
8	$ 1,010,682	$ 557,975	$ 499,327
9	$ 784,677	$ 561,246	$ 579,189
10	$ 778,174	$ 860,954	$ 530,644
11	$ 593,681	$ 687,952	$ 428,891
12	$ 564,303	$ 640,649	$ 397,108
1	$ 468,349	$ 481,524	$ 393,849
2	$ 402,638	$ 459,231	$ 324,436
3	$ 495,511	$ 427,145	$ 318,301
4	$ 429,429	$ 510,782	$ 451,937
5	$ 584,767	$ 500,912	$ 443,131
6	$ 553,838	$ 621,217	$ 425,518
Grand Total	**$ 7,229,269**	**$ 6,901,664**	**$ 5,237,272**

Gross Receipts Tax payments by billing code

Month (All)

Bill Code	FY 2026	2025	2024
Admissions	$ 97,173	$ 106,560	$ 94,530
Alcohol	$ 919,498	$ 992,951	$ 765,222
Amusements	$ 11,377	$ 9,959	$ 6,815
Meals	$ 3,565,267	$ 3,252,556	$ 2,441,351
Rooms	$ 1,876,619	$ 1,748,185	$ 1,016,600
Short Term Rental	$ 755,628	$ 785,823	$ 904,543
Undesignated	$ 3,706	$ 5,630	$ 8,211
Grand Total	**$ 7,229,269**	**$ 6,901,664**	**$ 5,237,272**

Unique customers paying each month			
Month	**2026**	**2025**	**2024**
7	175	179	150
8	193	171	165
9	187	174	176
10	192	190	169
11	134	165	150
12	173	156	152
1	164	168	170
2	150	141	129
3	182	158	137
4	158	162	145
5	182	156	166
6	174	179	146
FY Avg	**172**	**167**	**155**