Regular City Council Meeting - Tuesday, June 20, 2023, 5:45 PM, Contois Auditorium OR REMOTELY via ZOOM

5:45 pm, Contois Auditorium OR Remotely via ZOOM:

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1. Agenda

Subject	**1.1. Motion to amend/adopt agenda**
Meeting	June 20, 2023 - Regular City Council Meeting - Tuesday, June 20, 2023, 5:45 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to amend/adopt agenda as follows: remove from the agenda item 8.10 Resolution: Annual Tax Assessments On The Property Grand List Of The City For The Fiscal Year Beginning July 1, 2023 And Ending June 30, 2024 (Mayor Weinberger; Board of Finance); remove from the consent agenda item 7.8. 2022 Annual Report on BPD data - Office of City Planning and place it on the deliberative agenda as item 8.11. (per Councilor Grant)

2. Presentation Regarding Burlington Telecom Update **5:45 pm - 6:15 pm**

Subject	**2.1. Presentation: Michael Loucy, President and General Manager and Chris Dautel, Vice President of Strategic Planning and Corporate Development, Burlington Telecom, re: Burlington City Update**
Meeting	June 20, 2023 - Regular City Council Meeting - Tuesday, June 20, 2023, 5:45 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	2. Presentation Regarding Burlington Telecom Update **5:45 pm - 6:15 pm**
Department	Other

Type	Information Presentation Communication

3. Communication: Brian Monaghan, Jared Pellerin, Katherine Schad, re: Lakewood Estates Tax Appeal (verbal) **expected executive session** **6:15 pm - 6:45 pm**

Subject	**3.1. Communication: Brian Monaghan, Jared Pellerin, Katherine Schad, re: Lakewood Estates Tax Appeal (verbal) **expected executive session****
Meeting	June 20, 2023 - Regular City Council Meeting - Tuesday, June 20, 2023, 5:45 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	3. Communication: Brian Monaghan, Jared Pellerin, Katherine Schad, re: Lakewood Estates Tax Appeal (verbal) **expected executive session** **6:15 pm - 6:45 pm**
Department	Attorney's Office
Type	Action Procedural
Recommended Action	Motion 1: Move that the Council find that premature general public knowledge of legal advice and information concerning the details of pending litigation to which the City is a party or has a stated interest would clearly place the City at a substantial disadvantage; Motion 2: Based upon that finding, move that the Council go into executive session to receive confidential attorney-client communications, 1 VSA §313(a)(1)(F), in a pending civil litigation matter, 1 VSA §313(a)(1)(E).

4. Public Forum: Time Certain: 6:45 pm **See above for signup instructions**

Subject	**4.1. Verbal Comments**
Meeting	June 20, 2023 - Regular City Council Meeting - Tuesday, June 20, 2023, 5:45 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	4. Public Forum: Time Certain: 6:45 pm **See above for signup instructions**
Department	Council and Board
Type	Action Information Procedural

5. In Re: Lakewood Estates Tax Appeal

Subject	**5.1. Potential Action Regarding Settlement**
Meeting	June 20, 2023 - Regular City Council Meeting - Tuesday, June 20, 2023, 5:45 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. In Re: Lakewood Estates Tax Appeal
Department	Clerk/Treasurer's Office
Type	Action

Recommended Action	Move to approve and authorize the Mayor, in conjunction with the City Attorney's Office, to enter into a stipulated settlement agreement in a pending litigation matter captioned Lakewood Estate Beach Club, Inc. v. City of Burlington.

6. Climate Emergency Reports (5 - 10 mins.)

Subject	**6.1. Climate emergency reports**
Meeting	June 20, 2023 - Regular City Council Meeting - Tuesday, June 20, 2023, 5:45 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Climate Emergency Reports (5 - 10 mins.)
Department	Council and Board
Type	Information

7. Consent Agenda

Subject	**7.1. Motion to adopt the consent agenda and take the actions indicated**
Meeting	June 20, 2023 - Regular City Council Meeting - Tuesday, June 20, 2023, 5:45 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Council and Board
Type	Action (Consent) Procedural
Recommended Action	motion to adopt the consent agenda and take the actions indicated
Subject	**7.2. Communication: C/T Office, re: Accountability List**
Meeting	June 20, 2023 - Regular City Council Meeting - Tuesday, June 20, 2023, 5:45 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information
Recommended Action	wiave the reading, accept the communication and place it on file
Subject	**7.3. Communication: 195-201 Flynn Avenue 2019 Second MOU Extension - DPW**
Meeting	June 20, 2023 - Regular City Council Meeting - Tuesday, June 20, 2023, 5:45 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Public Works Department
Type	Action (Consent)

Recommended Action	1. Move to approve a three-month, term-only, no cost extension of the Second 2019 Chittenden Solid Waste District – City of Burlington Memorandum of Understanding through September 30, 2023, and authorize the Mayor to execute said agreement subject to the review and approval of the City Attorney's Office; and 2. Move to request that the Ordinance Committee study the feasibility of an ordinance update to expand the use of the solid waste generation tax to include soil recycling as imposed through Burlington City Ordinance Chapter 14 and report back to the Council, to include a draft amendment to such ordinance if determined feasible, no later than September 2023.
Subject	**7.4. Communication: FY24 Vehicle Purchase Recommendations - DPW**
Meeting	June 20, 2023 - Regular City Council Meeting - Tuesday, June 20, 2023, 5:45 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	1. To approve and recommend the City Council approve the proposed FY'24 Fleet Purchasing List as detailed in Attachment F, and authorize purchase of the vehicles listed therein, for a total authorized expenditure in the amount of $517,000.00; and, 2. To approve and recommend that the City Council authorize the Department of Public Works, to auction the FY'24 replaced vehicles/equipment through various online public auctions; or, to trade-in such vehicles/equipment to the vendor where replacement(s) are purchased; or, if such auction and/or trade-in is unsuccessful or not financially feasible, to arrange for such vehicles/equipment to be hauled away for scrap at the current market price.
Subject	**7.5. CY22 Street Reconstruction Program Contract Amendment for Paving Work on Flynn Avenue - DPW**
Meeting	June 20, 2023 - Regular City Council Meeting - Tuesday, June 20, 2023, 5:45 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	to approve and authorize the Director of Public Works to execute an amendment to the Calendar Year 2022 Street Reconstruction Program contract with S.D. Ireland Brothers to effect a maximum limiting amount increase of $93,990.97 to the previously authorized contract expenditure limit with S.D. Ireland of $2,979,535.11, for a total authorized maximum contract expenditure of $3,073,526.08, provided that all these authorizations are contingent on the contract and any amendment thereto having the prior approval of the City Attorney and Chief Administrative Officer
Subject	**7.6. FY24 Traffic Markings Contract Award Request - DPW**
Meeting	June 20, 2023 - Regular City Council Meeting - Tuesday, June 20, 2023, 5:45 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Public Works Department

Type	Action (Consent)
Recommended Action	to authorize the Director of Public Works to execute a contract with L&D for a maximum limiting amount of $154,804.43 for pavement marking, subject to review and approval by the City Attorney's Office
Subject	**7.7. Request for Authorization of a Budget Neutral Amendment to the FY2023 Patrick Leahy Burlington International Airport AIP-125 Project Budget in the Amount of $1,050,000 - Airport**
Meeting	June 20, 2023 - Regular City Council Meeting - Tuesday, June 20, 2023, 5:45 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Airport
Type	Action (Consent)
Recommended Action	to authorize a budget neutral amendment to the FY23 Patrick Leahy Burlington International Airport budget to increase Federal Grant Revenue by $923,965 and Interfund Transfer Proceeds by $126,035, and to increase Capital Expenditures by $1,050,000, for a total increase of overall expenditures by $1,050,000
Subject	**7.8. 2022 Annual Report on BPD data - Office of City Planning **now agenda item 8.11.****
Meeting	June 20, 2023 - Regular City Council Meeting - Tuesday, June 20, 2023, 5:45 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Planning
Type	Action (Consent) Communication Information
Recommended Action	waive the reading, accept the communication and place it on file
Subject	**7.9. FIO Document**
Meeting	June 20, 2023 - Regular City Council Meeting - Tuesday, June 20, 2023, 5:45 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Information
Recommended Action	for information only
Subject	**7.10. Resolution: Authorization To Apply To Downtown Sales Tax Reallocation Program Re CityPlace Project - 75 Cherry Street (Board of Finance)**
Meeting	June 20, 2023 - Regular City Council Meeting - Tuesday, June 20, 2023, 5:45 PM, Contois Auditorium OR REMOTELY via ZOOM

Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Resolution
Recommended Action	waive the reading and adopt the resolution
Subject	**7.11. Resolution: Authorization To Apply To Downtown Sales Tax Reallocation Program Re The Post Apartments Project - 176 South Winooski Avenue (Board of Finance)**
Meeting	June 20, 2023 - Regular City Council Meeting - Tuesday, June 20, 2023, 5:45 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Resolution
Recommended Action	waive the reading and adopt the resolution
Subject	**7.12. Ordinance: Chapter 22, Parks--Section 23, Penalty (Parks, Recreation & Waterfront Department)**
Meeting	June 20, 2023 - Regular City Council Meeting - Tuesday, June 20, 2023, 5:45 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Parks, Recreation, & Waterfront
Type	Action (Consent)
Recommended Action	To waive the reading and place in all stages of passages and adopt the amendment to Chapter 22, section 23, of the Burlington Code of Ordinances, as outlined in the attached ordinance change form, subject to review by the City Attorney’s office.
Subject	**7.13. Special Event Outdoor Entertainment Permit Application (one day only): The Wallflower Collective, August 20, 2023, 4 pm - 11 pm, in the adjacent/adjoining private parking lot**
Meeting	June 20, 2023 - Regular City Council Meeting - Tuesday, June 20, 2023, 5:45 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	approve the one day only special event outdoor entertainment permit application for The Wallflower Collective, August 20, 2023, 4 pm - 11 pm, in the adjacent/adjoining private parking lot

Subject	**7.14. Special Event Outdoor Entertainment Permit Application (one day only): The Wallflower Collective, September 24, 2023, 4 pm - 11 pm, in adjoining parking lot (private)**
Meeting	June 20, 2023 - Regular City Council Meeting - Tuesday, June 20, 2023, 5:45 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	approve the one day only special event outdoor entertainment permit application for The Wallflower Collective, September 24, 2023, 4 pm - 11 pm, in adjoining parking lot (private)
Subject	**7.15. Burlington Bike Share Encumbrance Application - Bird Rides Inc. - DPW**
Meeting	June 20, 2023 - Regular City Council Meeting - Tuesday, June 20, 2023, 5:45 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	to approve the Encumbrance Application for Bird Rides Inc. requesting use of public right of way space for an electric bike fleet, and to authorize the Mayor to execute the attached Encumbrance Permit and License Agreement, subject to review by the City Attorney’s Office
Subject	**7.16. Birdseye Building Company - 288 Maple Street - Encumbrance Permit Application - DPW**
Meeting	June 20, 2023 - Regular City Council Meeting - Tuesday, June 20, 2023, 5:45 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	to approve the Encumbrance Application for Birdseye Building Company requesting use of the public right-of-way for construction related parking as detailed in Attachment C, and authorize the Mayor to enter into a license agreement with the Applicant for use of the portion of the right-of-way outlined in the Application, subject to review by the City Attorney’s Office
Subject	**7.17. 95 Saint Paul Street - Encumbrance Permit Application - Cafe Dim Sum - DPW**
Meeting	June 20, 2023 - Regular City Council Meeting - Tuesday, June 20, 2023, 5:45 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Public Works Department

Type	Action (Consent)
Recommended Action	to approve the Encumbrance Application for Café Dim Sum at 95 Saint Paul Street requesting use of the sidewalk for an outdoor seating area and authorize the Mayor to enter into a license agreement with the Applicant for use of the portion of the right-of-way outlined in the Application, subject to review by the City Attorney's Office
Subject	**7.18. Whiting-Turner Encumbrance Application - Burlington High School - DPW**
Meeting	June 20, 2023 - Regular City Council Meeting - Tuesday, June 20, 2023, 5:45 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	to approve the Encumbrance Application for Whiting-Turner requesting to occupy a portion of the public right-of-way on North Avenue and Institute Road as detailed in Attachment C, and authorize the Mayor to enter into a license agreement with the Applicant for use of the right-of-way outlined in the Application, subject to review by the City Attorney's Office

8. Deliberative Agenda

Subject	**8.1. Tobacco License Application (2023-2024): Little Bodega, LLC, d/b/a Henry Street Deli, 11 Henry Street**
Meeting	June 20, 2023 - Regular City Council Meeting - Tuesday, June 20, 2023, 5:45 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	8. Deliberative Agenda
Department	Clerk/Treasurer's Office
Type	Action
Recommended Action	approve the 2023-2024 Tobacco License Application for Little Bodega, LLC, d/b/a Henry Street Deli, 11 Henry Street
Subject	**8.2. Tobacco License Application and Tobacco Substitute Endorsement Application (2023-2024): RGS Nepali Market, 1563 North Avenue**
Meeting	June 20, 2023 - Regular City Council Meeting - Tuesday, June 20, 2023, 5:45 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	8. Deliberative Agenda
Department	Clerk/Treasurer's Office
Type	Action
Recommended Action	approve the 2023-2024 Tobacco License Application and Tobacco Subsitute Endorsement Application for RGS Nepali Market, 1563 North Avenue
Subject	**8.3. 2023 Board and Commission Appointments - Slate - (10 mins.)**

Meeting	June 20, 2023 - Regular City Council Meeting - Tuesday, June 20, 2023, 5:45 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	8. Deliberative Agenda
Department	Clerk/Treasurer's Office
Type	Action
Recommended Action	to approve the Board and Commission 2023 Appointment Slate
Subject	**8.4. Appointment: Green Mountain Board (Term Expires 06/30/26)**
Meeting	June 20, 2023 - Regular City Council Meeting - Tuesday, June 20, 2023, 5:45 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	8. Deliberative Agenda
Department	Clerk/Treasurer's Office
Type	Action
Recommended Action	
Subject	**8.5. Appointment: Green Mountain Transit Board - alternate - (Term Expires 06/30/26)**
Meeting	June 20, 2023 - Regular City Council Meeting - Tuesday, June 20, 2023, 5:45 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	8. Deliberative Agenda
Department	Clerk/Treasurer's Office
Type	Action
Recommended Action	
Subject	**8.6. City Place Public Improvements Construction Costs - DPW (15 mins.)**
Meeting	June 20, 2023 - Regular City Council Meeting - Tuesday, June 20, 2023, 5:45 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	8. Deliberative Agenda
Department	Public Works Department
Type	Action
Recommended Action	to accept and approve construction costs of the Public Improvements by S.D. Ireland Brothers, Inc.; and, authorize payment for such construction costs in an amount not greater than $11,600,624, with an additional authorized contingency of $1,903,299, for a total authorized expenditure for such construction costs not to exceed $13,503,923, subject to necessary review and approval by the Chief Administrative Officer and in accordance with ARDA 2.0

Subject	**8.7. Net Zero Energy Presentation - Electric (20 mins.)**
Meeting	June 20, 2023 - Regular City Council Meeting - Tuesday, June 20, 2023, 5:45 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	8. Deliberative Agenda
Department	Burlington Electric Department
Type	Information Presentation

Subject	**8.8. Annual Commission Report - Burlington Electric Commission (15 mins.)**
Meeting	June 20, 2023 - Regular City Council Meeting - Tuesday, June 20, 2023, 5:45 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	8. Deliberative Agenda
Department	Burlington Electric Department
Type	Action Information Report
Recommended Action	waive the reading, accept the report and place it on file

Subject	**8.9. Fire Leadership Pay Scale (FLPS) - Fire (10 mins.)**
Meeting	June 20, 2023 - Regular City Council Meeting - Tuesday, June 20, 2023, 5:45 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	8. Deliberative Agenda
Department	Fire Department
Type	Action
Recommended Action	to approve and authorize the wage scale adjustments to the Fire Leadership Pay Scale for Burlington Fire Department Command staff, comprised of the positions of Battalion Chief and Deputy Chief, as further detailed in the above proposed tables; and allow future wage adjustments be consistent with BFFA annual COLA increases; and, further authorize back wages to be paid according to such revised Pay Scale, effective retroactively to January 1, 2023

Subject	**8.10. Resolution: Annual Tax Assessments On The Property Grand List Of The City For The Fiscal Year Beginning July 1, 2023 And Ending June 30, 2024 (Mayor Weinberger; Board of Finance) **AGENDA ITEM REMOVED****
Meeting	June 20, 2023 - Regular City Council Meeting - Tuesday, June 20, 2023, 5:45 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	8. Deliberative Agenda
Department	Clerk/Treasurer's Office

Type	Action Resolution
Recommended Action	waive the reading and adopt the resolution
Subject	**8.11. 2022 Annual Report on BPD data - Office of City Planning **was agenda item 7.8****
Meeting	June 20, 2023 - Regular City Council Meeting - Tuesday, June 20, 2023, 5:45 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	8. Deliberative Agenda
Department	Planning
Type	Action Information Communication
Recommended Action	waive the reading, accept the communication and place it on file

9. Committee Reports (up to 15 mins.)

Subject	**9.1. Verbal reports**
Meeting	June 20, 2023 - Regular City Council Meeting - Tuesday, June 20, 2023, 5:45 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	9. Committee Reports (up to 15 mins.)
Department	Council and Board
Type	Information

10. City Council - General Affairs (up to 15 mins.)

Subject	**10.1. Verbal reports**
Meeting	June 20, 2023 - Regular City Council Meeting - Tuesday, June 20, 2023, 5:45 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	10. City Council - General Affairs (up to 15 mins.)
Department	Council and Board
Type	Information

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

Subject	**11.1. Verbal Reports**
Meeting	June 20, 2023 - Regular City Council Meeting - Tuesday, June 20, 2023, 5:45 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	11. City Council President - Council Updates (up to 5 mins.)
Department	Clerk/Treasurer's Office
Type	Information

12. Mayor - General Affairs (up to 10 mins.)

Subject	**12.1. Verbal reports**
Meeting	June 20, 2023 - Regular City Council Meeting - Tuesday, June 20, 2023, 5:45 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	12. Mayor - General Affairs (up to 10 mins.)
Department	Council and Board
Type	Information

13. Adjournment

Subject	**13.1. Motion to adjourn**
Meeting	June 20, 2023 - Regular City Council Meeting - Tuesday, June 20, 2023, 5:45 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	13. Adjournment
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adjourn

14. Informational and Non-Discrimination Statements

Subject	**14.1. This agenda is available in alternative formats upon request. For more information on access, call Lori Olberg, Licensing, Voting and Records Coordinator (802-865-7136)(TTY 802-865-7142). Persons with disabilities who require assistance or special arrangements to participate are encouraged to contact 802-865-7000 (voice) or 802-865-7142 (TTY) at least 72 hours in advance so that proper arrangements can be made. This meeting will also air on Town Meeting TV the Wednesday after the meeting, starting at 8:00 pm and repeating at 1:00 am and 7:00 am the following day. The City of Burlington will not tolerate unlawful harassment or discrimination on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status or genetic information.**
Meeting	June 20, 2023 - Regular City Council Meeting - Tuesday, June 20, 2023, 5:45 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	14. Informational and Non-Discrimination Statements
Department	Council and Board
Type	Information

Burlington Telecom

Superior Service. Superior Network.

Burlington City Update
June 20, 2023

Table of Contents

- Community Support
- Operational Update
- BT Innovation Fund and STEM &Technical Skill Grant Programs

Community Support

- Finalized the City's phone system upgrade, ultimately saving the City ≈$40,000 in installation costs and ≈$35,000 annually in reoccurring fees
- 20 (↑6) Free public Wi-Fi locations with Internet access
  - Saving ≈ $90,000 annually in fees and equipment costs of ≈$50,000
- Initiated Memorial Auditorium relocation
  - Saving ≈$50,000 using BT labor
- Innovation Fund - $1.14M invested in 15 local businesses
- STEM & Technical Skill Grant - $200,000 to 6 local organizations
- BTV Ignite $10K and leadership
- Maintained Lifeline, Affordable Connectivity, and Edu-Net programs
- Honored Net Neutrality principles

Community Support

- ≈$100,000 annually to various community organizations
- NNE Fletcher Free Library branch library, free rent for a 6 months, electronic devices, and furniture
- Sponsored ANEW Place's Celebration of Trees event to raise money for the homeless in Vermont
- Held a food drive for Feeding Chittenden
- Raised money for and volunteered in Spectrum Youth & Family Service's Annual SleepOut event
- Sponsored and participated in Dragonheart Vermont's Dragonboat Festival
- Sponsored an event at HULA for LaunchVTs Demo Night
- Financial support of Burlington & Expansion Areas
    - Fletcher Free Library, Brownell Library, South Burlington Library & Winooski Memorial Library
    - Various foodbanks throughout our service areas
    - ANEW, COTS, BCA BTV Market & Highlight events
    - Josh Pallotta Fund, Age Well, SD Ireland Cancer Research Fund, Let's Grow Kids

Operational Update

- Staff grown from 29 to 35 or ≈20+%↑
- 13 employee moves/promotions enhancing career opportunities
- 6 recent hires from internal referrals
- Capital Improvements through 2022 $15+M
- Linear fiber miles built 155 or ≈54%↑
- Addressable Market ≈26,094 or ≈45%↑
- Subscribers ≈11,015 or ≈38%↑; 10,000+ in Burlington
- Consumer uptake in expansion areas meeting plan

Operational Update

- **New Products and Services**
  - New phone switch expanding services is well received
  - Vermont Business Magazine's Best Phone Service in Vermont
- **Customer Survey – Conducted by Third Party**
  - Net Promoter Score (NPS) +51
  - Industry benchmarking studies in 2022 show national average NPS -5
  - BT outperformed competitors in customer service, value, and network

Innovation Fund

Burlington Telecom committed to spend $250,000 per year for 10 years in the APA in support of local startups and growth companies that are investable with a social, diverse, or green aspect. Total investments inception to date: $1,137,000

- Throughout 2022, we added 3 more companies and 2 follow on investments totaling $400,000 :
  - InfiSense –IOT network and platform for analyzing sensor data
  - Lost Lantern–Small batch whiskey blenders and promotors
  - Mamava–lactation spaces for breast feeding moms
  - Benchmark Space Systems – Small satellite propulsion systems, follow on of original investment into their current raise
  - Glavel – Foam glass aggregate producer, additional investment in previous round help open

- We exceeded our $250,000 annual commitment because of the breadth of opportunity locally and the fund's philosophy to hold dollars in reserve for follow on investments.
- With the reach out to entrepreneurial and startup support organizations, we have significantly raised awareness, network, and pipeline of potential investments for the fund.

Innovation Fund

- We achieved our highest investment year to date, investing $400,000 in 2022 towards our annual commitment and continue to evaluate opportunities and pipeline to bring to the Innovation Fund committee for the next round of investments.
- These investments were part of larger 2022 funding rounds with total raises of over $14MM
- Total employment directly supported in these 6 companies in the 2022 cohort: 223+ jobs and counting.
- The 2022 cohort represents investable businesses with diverse aspects, including 3 diverse founders, and the committee is working with companies to continuously improve diversity equity and inclusion in their workforce, leadership, and boards.
- Industries represented: Space, Materials, IOT, Retail spirits, Moms.
- In order to expand the reach of the fund to diverse founders and communities, we’ve reached out to non-profit and support organizations that assist startups and growth companies with mentoring, loans, funding sources, and introductions to investors like the BTIF.
- When a potential investment comes to us but is not quite ready for a raise or not quite investable, we work with them through our network to get them the help, support, and mentoring that they need for next steps.
- Burlington Telecom Innovation Fund Committee made up of: Chris Dautel, Chair, Schurz Communications, Sam Roach-Gerber, VCET, Faisal Nisar, ZRF Partners, Janice St. Onge, Flexible Capital Fund, Lee Bouyea, Fresh Tracks Capital, Dan Harvey, UVM, and Louisa Schibli, RuralWorks.

STEM & Technical Skill Grant Fund

Grant Fund Background

Burlington Telecom committed to provide $500,000 over ten years to the Burlington community. The Fund is focused on organizations that provide basic technical skills and STEM training for Burlington's high school students and workforce, principally those for whom this would create new economic opportunities. The Fund is managed through BTV Ignite.

- As of 2022, Burlington Telecom has provided $200,000 and leadership in support of the Fund.

2023 Application is Open

The application process for the STEM & Technical Skill Fund application opened in April and closes July.

STEM & Technical Skill Grant Fund

2022 Grant Award Summary

- Burlington Technical Center (BTC) was awarded a two-year grant, $15,000 per year, $30,000 in total. The award will support BTC's Design & Illustration (DI) and Digital Media Lab (DML) programs which will advance STEAM and technical skill development within a new entrepreneurial curriculum. Funds will provide students with a two-year embedded curriculum in entrepreneurship in the arts while also increasing their technical skills in audio production, product/portrait photography, digital printing, and screen printing apparel.

- The Center for Women & Enterprise Vermont (CWEVT) was awarded a $15,000 to continue supporting its proven specialized business planning program for Burlington women in the Reach Up program to start home-based businesses. The program helps eligible mothers gain financial capability and business skills so they can support their minor, dependent children through entrepreneurship.

- ReSOURCE was awarded $15,000 to support its proven 6-week training programs that develop construction and weatherization skills: Construction 101 (C101) and Weatherization 101 (W101). These programs create new economic opportunities for disadvantaged and low-skilled Vermonters.

- Launch VT was awarded $5,000 to support the development of their ReLaunch program, targeted at creating employment opportunities attractive to young millennial and Gen Z Burlington residents.

Burlington Telecom

STEM & Technical Skill Grant Fund

The Outcome Assessment for the 2022 Grant Awards will be taking place upon the close of the grant cycle in Summer 2023.

The 2019, 2020, and 2021 Outcome Report is available on the BTV Ignite website and can be reviewed here: https://www.btvignite.com/stem-technical-fund

Please direct any questions to Adam Roof, BTV Ignite Project Manager at adam@btvignite.com.

Burlington Telecom

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Thank You

This list is a working document. It

Prepared by: Lori Olberg, Licensing, Voting & Records Coordinator

	Meeting Date	Type of Document
1	7/12/2021	Resolution: Parks Arts And Culture Committee To Create A Dog Task Force
2	10/18/2021	Resolution: Police Oversight And Accountability Authorities To Police Commission To Alter The Police Disciplinary System
3	12/5/2022	Communication: Pike Porter, re: Fw: Greenhouse Gas, CAP resolution draft for your consideration
4	2/6/2023	Ordinance: Comprehensive Development Ordinance ZA-23-01 South End Innovation District Overlay
5	2/6/2023	Resolution: Supporting More Public Input On Police Oversight And Accountability Upon Defeat Of The Ballot Initiative On A Community Control Board
6	2/6/2023	Communication re Ward 2/3 NPA Resolution to Name the New Shelburne Street Roundabout After Tony Redington and Ward 2/3 NPA Resolution in Support of Big Heavy World Teen Center Proposal for Memorial Auditorium
7	3/13/2023	Communication re Ward 5 NPA Steering Committee to Name the New Shelburne Street Roundabout after Tony Redington
8	4/17/2023	Communication re Winooski Avenue Corridor Study Implementation Update

9	5/15/2023	Resolution: BTV Solar Eclipse 2024
10	5/15/2023	Resolution: Process For Updating Sheltering on Public Lands Policy Given The Rise in Homelessness And The End Of The Motel Voucher Program

NOTE: These resolutions relate in part to the work of the Joint Committee (Ordinance and Charter Change) in their work on police

NOTE: These communications are both regarding the Shelburne Street Roundabout naming after Tony Reddington

CITY COUNCIL ACCOUNTABILITY LIST

t is a record of resolutions, ordinances, communications that have come to the Council and there is an action requested.

14-Jun-23

Action Requested	Updated Next Steps in the Process
report due back to the City Council from the task force	4/29/2022; This timeline was amended to year end 2022; UPDATE as of 1/30/2023: The Task Force will present a report to PACC at its next meeting UPDATE: Task Force will be presenting their report to the Council on March 27, 2023 UPDATE: Final report will come to the Council in June 2023.
CA office to draft ordinance with language as per the resolution, with the ordinance to be referred to the Ordinance Committee, amendment to FY22 to include legal counsel for the Police Commission, referral to Charter Change to hold meetings with community and stakeholder input on moving disciplinary authority from the Chief of Police to a body independent from BPD that may include the Commission with the possibility of a Charter change for consideration.	~~NOTE: This item was never added to this Accountability List in October 2021.~~ It is being added as of February 10, 2023. Draft ordinance was done by then-CA Richardson in March 2022, presented to the Police Commission in April 2022 and the PC responded with comments to the draft. By May 2022, CA Richardson and other staff left. This draft and PC comments must be followed up on and then referred to the Ordinance Committee. Question on resolved clause lines 103 to 105 to be followed up on. Charter Change Committee was to hold meetings with community and stakeholders with referral of language back to the Council. UPDATE: Draft ordinance was referred to Joint Committee of Ordinance and Charter Change in April 2023.
referred to TEUC	not-specified; UPDATE as of 1/30/2023, Airport presented emissions information at the TEUC meeting in March, ongoing item at TEUC
referred to Ordinance Committee	UPDATE: First meeting scheduled for April 19.
upon defeat of the ballot item on Community Control of Police, that proposed Charter language of Control Board, mayor's December 2020 Charter amendment, October 18, 2021 resoluition, related ordinance language from City Attorney in April 2022 be referred to Ordinance and Charter Change Committees for review, robust public input on disciplinary authority of Chief, oversight role of the police commission with referral back to full council by June 1, 2023	3/9/2023 - chairs of Ordinance and Charter Change to meet with Council President to discuss joint meetings, stakeholder and robust public input, beginning early April. UPDATE: Meeting dates being determined for late April and into May. UPDATE: first meeting to be held May 4. UPDATE: Metings scheduled in May, Report to come to the Council on June 5.
refer the communication to TEUC and CDNR Committees respectively for further review and engagement	TEUC Item was taken up at the March meeting, more information was requested for the next TEUC meeting
refer the communication to TEUC for further review	TEUC Item was taken up at the March meeting, more information was requested for the next TEUC meeting
refer the communication to TEUC in order to work with the Administration on the plan to monitor and evaluate the changes to the North Winooski Avenue corridor and any proposal to address the transportation and neighborhood needs arising from the evaluation	

the City Council requests that the event planning staff in Burlington City Arts, Business and Workforce Development, and the Burlington Parks, Recreation and Waterfront Department provide regular updates to the City Council Parks, Arts, and Culture Committee regarding planning for this event, including but not limited to, developing a page on the City's website with visitor data, coordinating with local organizations on events in the area, and city-sponsored events to celebrate the eclipse in collaboration with area schools, scientific organizations, and/or other groups celebrating the arrival of the exclipse. Staff to update the Parks, Arts, and Culture Committee in July or August 2023 and in January 2024 with a full plan for the event.	
The City Council asks CEDO to provide the CDNR committee with research and community and city staff engagement on best practices and potential pathways to take to improve the status quo on three topics at the CDNR May, June, July 2023 meetings – respectively: 1) The current sheltering on public lands policy 2) Chittenden County sheltering options when shelter capacity has been reached; and, 3) Storage and bathroom access. CDNR committee shall obtain feedback from relevant stakeholders, including the State of Vermont, and report back on the discussion of best practices and potential pathways as well as recommended actions to the City Council on August 14, 2023, Administration and the City Council will work with our state legislative delegation to find additional funding to assist Burlington and other municipalities to find resources to alleviate the full cost of supporting the unhoused on city services; and the City Council requests the Administration convene a meeting of community organizations and City staff responsible for serving unhoused community members to inform a Work Session at the June 5th City Council meeting regarding the City's response to addressing houselessness.	

e oversight and accountability.

MEMORANDUM:

TO: City Council

FR: Chapin Spencer, DPW Director

Lee Perry, DPW Division Director – Maintenance Division

CC: Sarah Reeves, CSWD Executive Director

RE: **195-201 Flynn Avenue 2019 Second MOU Extension**

Date: June 20, 2023

Request:

In order to improve solid waste drop off center services for Burlington residents and businesses as well as insure the City has a place to manage soils properly, the Department of Public Works (DPW) is recommending the City Council approve a three-month, no-cost extension (through 9/30/2023) of the 2019 Chittenden Solid Waste District (CSWD) / City of Burlington Second Memorandum of Understanding (expiring 6/30/2023) to provide the City and CSWD time to negotiate a Purchase and Sale Agreement for 195-201 Flynn Avenue. Although the City has been working diligently to meet this June 30, 2023 deadline, CSWD at the request of their Board of Commissioners has asked for more time resulting in a need to extend the current Memorandum of Understanding.

Purpose:

The action above will provide CSWD and the City additional time to undertake additional due diligence in advance of finalizing the terms of the Purchase and Sale Agreement. These include:

- Property appraisal
- Archeological assessment
- Deed research
- Wetlands survey
- Phase I and likely Phase II environmental assessment

Building Inspection

Background:

For over two decades, the City of Burlington's DPW and CSWD have been attempting to resolve a protracted effort to construct a modern, safe, full-service drop off center (DOC) in the City. CSWD has operated a space-constrained and service-constrained DOC at 339 Pine Street for many years as a stop

gap measure. In 2001, CSWD purchased 195-201 Flynn Avenue (two adjoining parcels) for the purpose of developing a modern, full-service DOC at that location. Due to uncertainty with the Champlain Parkway and other issues, the DOC development did not advance.

CSWD's policy is to have the host municipality own the DOC property and have the municipality lease the site to CSWD for DOC development and operations. As such, Burlington DPW and CSWD Management have worked hard over the last few years to find a feasible, pragmatic path to transfer the 195-201 Flynn Avenue parcels to the City and provide options for the long-term full service drop off center in the City of Burlington. Below is a brief history.

History:

- CSWD purchased 195-201 Flynn Avenue for ~$510,000 with the intent of setting up an expanded DOC. CSWD's expectation was, and continues to be, that the City purchase the property and lease a portion back to CSWD for the DOC.

- 2015: CSWD told City they were planning to sell the parcels on the open market given the lack of progress on a DOC.

- 2016: City and CSWD agreed on a 3-year Memorandum of Understanding offering the City an option to purchase 195-201 Flynn Avenue with an annual $16,667 option payment counted towards the ultimate purchase price.

- 2019: City and CSWD agreed on a 2 year extension of the 2016 MOU.

- 2020: CSWD closed the Burlington DOC during the pandemic, and reopened just for organics due to the limited space and significant safety concerns

- 2021-2022: City and CSWD negotiated 2 MOU extensions to allow for negotiations for a lease purchase agreement (the current one expiring June 30, 2023). The City has currently made $100,001.32 in option payments that will count toward the purchase price.

- 2023: DPW and CSWD have continued productive discussions regarding the development of an expanded service DOC in the City of Burlington, as well as a site for City soils relocation for 339 Pine St., and the Intervale

Summary:

Completing the purchase and sale agreement and acquiring 195-201 Flynn Avenue will fill needs DPW and CSWD both currently have. These are listed below:

1. Provide a space for a permanent, well-designed location for City soil management

2. Enable CSWD to expand their DOC operations at 339 Pine Street in the short term by removing City soil management from 339 Pine Street. This will give CSWD the ability to add trash, recycling, metal, and leaf and yard waste to their DOC services

3. Free up space to better accommodate the future Railyard Enterprise Project at 339 Pine Street. One of the options shows a path going through a portion of what currently houses the Street Maintenance Divisions construction materials, and soil storage area. These materials will be displaced by the project, and need an area to relocate.

4. Give the City and CSWD the option, long-term, to locate an expanded service, modern DOC at 339 Pine Street or Flynn Avenue. If the current 339 Pine Street location is no longer viable for CSWD to operate a DOC from, then the back parcel on 195-201 Flynn Avenue, or another suitable location within the City could be used as an alternate location

5. Secure additional "enterprise" land for current and future municipal operational needs. Other than soil management, other construction materials, and equipment could be stored on site. Recent growth at our 645 Pine Street location has decrease parking as a result. Some equipment is stored off site out in the elements during winter months.

6. Accommodate interests in the Intervale to repurpose Water Distributions' existing soils management area by relocating to 195-201 Flynn Avenue. The current location is not optimal considering it is in a flood plain.

Risks of Not Acting:

1. City will lose $100,001.32 in option payments

2. The current Burlington Drop Off Center services may not expand beyond organics

3. City will continue to struggle with adequately managing urban soils at suboptimal facilities

4. City will continue to store various municipal equipment outdoors in the elements

5. City will be more constrained in accommodating the Railyard Enterprise Project at 339 Pine Street

6. Without additional municipal property, the City will not be able to consider future expansion of Municipal services such as consolidated collection as 645 Pine Street is fully utilized.

Funding:

The City has budgeted limited funds for the acquisition in FY'24. These funds would cover debt service payments in the fiscal year under a proposed master lease coordinated with the Clerk/Treasurer's Office. The City is actively working on funding approaches to continue funding debt service payments throughout the repayment period and cover fit-up costs. Our preferred funding approach at this time is to cover the debt service payments and fit-up costs with annual contributions from:

1. The City's Solid Waste Generation Tax that funds the City's Recycling Program through a charge on trash hauler's monthly bills to residential customers
2. The DPW Water Resources' budget to cover the utility's pro-rata share of the soil management facility
3. Any grants or other sources that can be secured

DPW recommends the Ordinance Committee review existing language and consider an ordinance change to clarify the Solid Waste Generation Tax can be used for the City's soil recycling activities in addition to residential recycling activities. Given this direction, DPW is seeking Council approval to refer this matter to the Ordinance Committee for study.

We aim to have a funding plan in place by the time we return seeking approval to execute the Purchase & Sale Agreement.

Next Steps:

If the City Council and the CSWD Board approve this recommended additional three (3) month extension of the Second MOU to September 30, 2023 to give both parties time to undertake additional due diligence, as well as negotiate the terms of the 195-201 Flynn Avenue purchase and sale agreement, we would expect to take the following next steps:

- Late Summer / Early Fall – Bring Purchase and Sale Agreement to BOF
- Late Summer / Early Fall – Bring Purchase and Sale Agreement to CC
- Fall 2023 – Execute Purchase and Sale Agreement
- Winter 2023-2024 – Complete property acquisition
- Spring 2024 – Undertake site work improvements at 195-201 Flynn Avenue and 339 Pine Street
- Spring 2024 – Open expanded DOC for public service at 339 Pine Street and City soil management activities begin at 195-201 Flynn Avenue

Board of Finance Motion:

1. Move to approve, and recommend the City Council approve a three-month, term-only, no cost extension of the Second 2019 Chittenden Solid Waste District – City of Burlington Memorandum of Understanding through September 30, 2023, and authorize the Mayor to execute said agreement subject to the review and approval of the City Attorney's Office; and

City Council Motion:

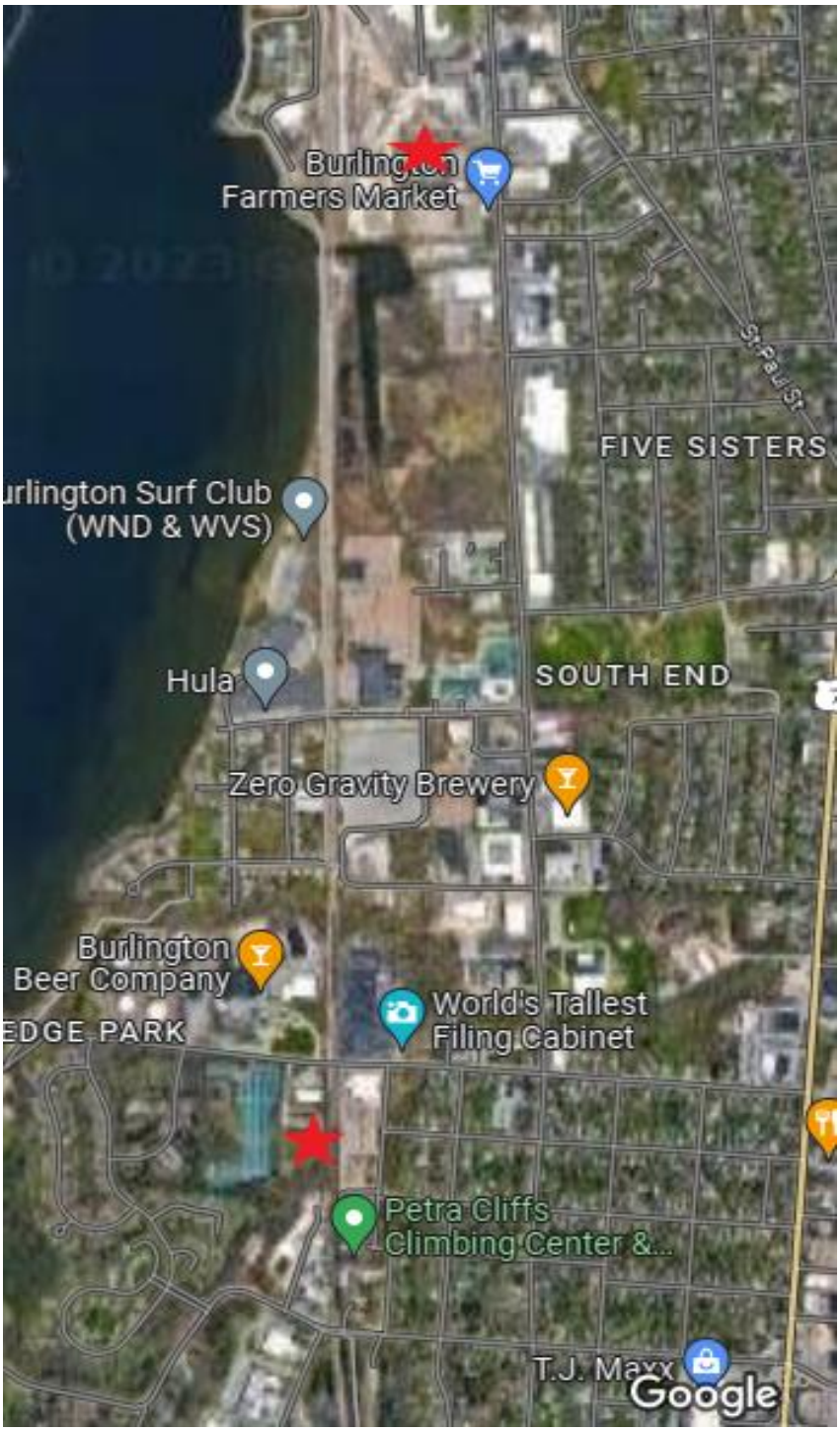
1. Move to approve a three-month, term-only, no cost extension of the Second 2019 Chittenden Solid Waste District – City of Burlington Memorandum of Understanding through September 30, 2023, and authorize the Mayor to execute said agreement subject to the review and approval of the City Attorney's Office; and

2. Move to request that the Ordinance Committee study the feasibility of an ordinance update to expand the use of the solid waste generation tax to include soil recycling as imposed through Burlington City Ordinance Chapter 14 and report back to the Council, to include a draft amendment to such ordinance if determined feasible, no later than September 2023.

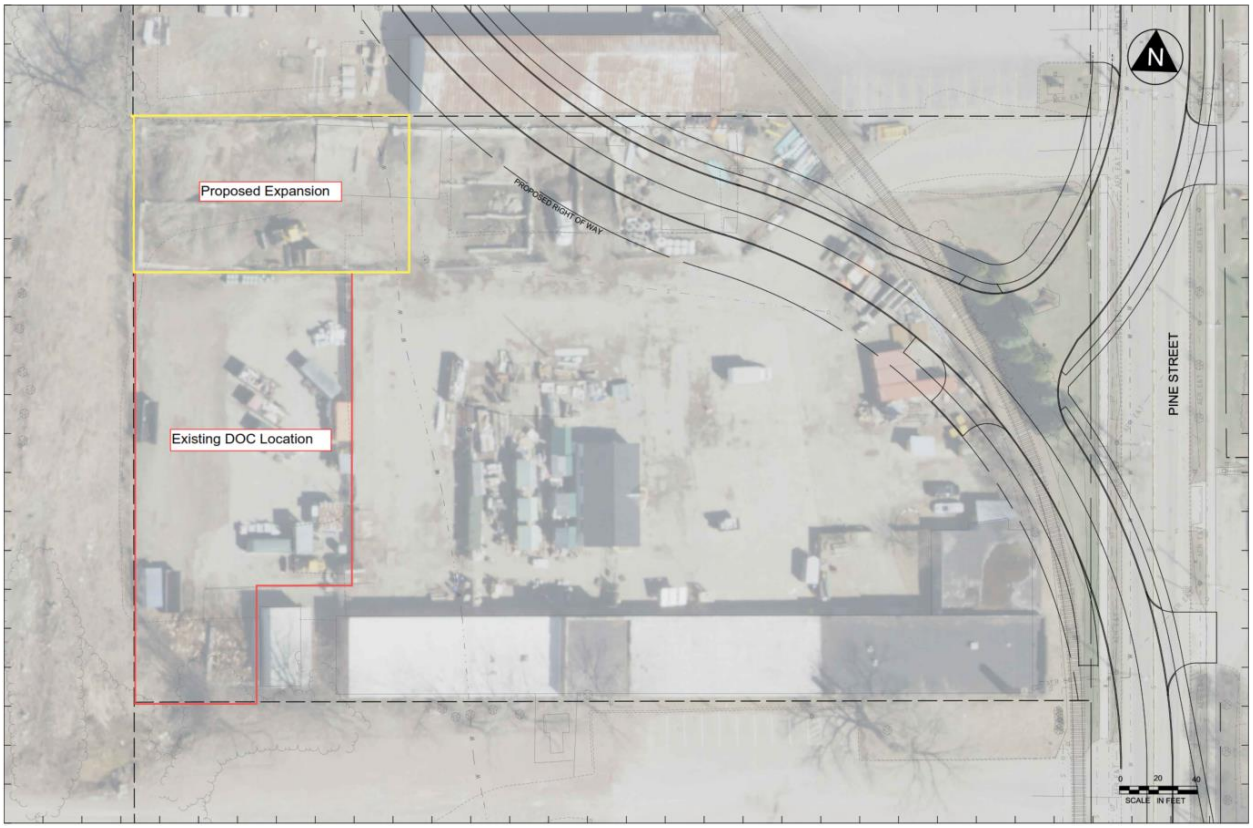
Attachments: See maps below, and previous MOU provided in packet.

South End Map – 339 Pine Street Red Star To The North

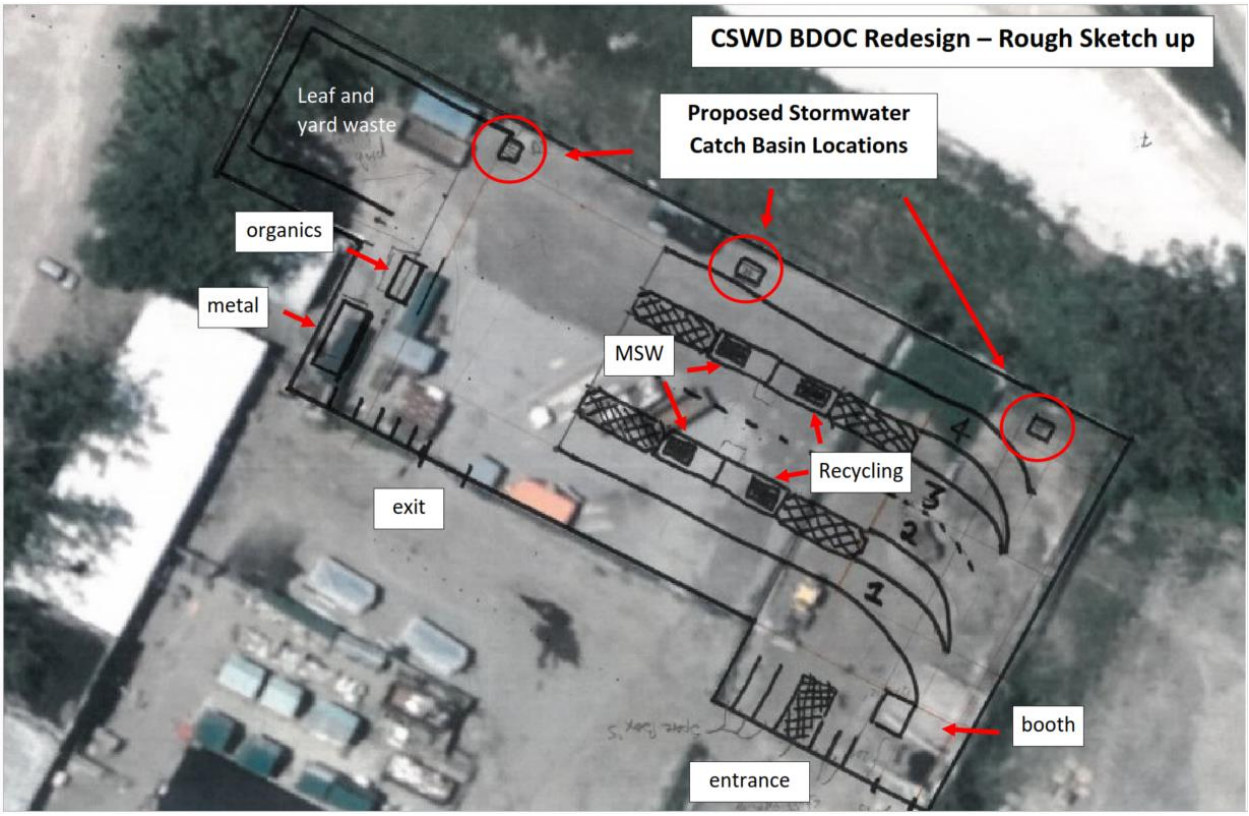
195-201 Flynn Avenue Red Star To The South



339 Pine Street Proposed DOC Expansion & REP Proposed Path



339 Pine Street DOC Conceptual Design – Will start services with single lane, and possibly expand depending on throughput. Open Tuesday through Saturday.



195-201 Flynn Avenue

Board of Finance and City Council Submission Checklist

Department: Public Works Submitter: Lee Perry

Title/Subject: Chittenden Solid Waste District 195-201 Flynn Ave., Additional 3 Month MOU Extension –Ordinance Study Request

	Approval:	Meeting Date:
☒	Board of Finance	6/12/2023
☒	City Council	6/20/2023
☐	Concurrent	

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	6/13/2023	Approved by Chapin Spencer
Mayor's Office informed and approved memo	N/A	6/14/2023	Approved by Jordan Redell
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	N/A		
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	6/13/2023	Approved by Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	6/13/2023	Approved by Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

City of Burlington
Department of Public Works
645 Pine Street
Burlington, VT 05402
802.863.9094 P
802.863.0466 F

Date:	June 12, 2023
To:	Board of Finance/City Council
From:	Chapin Spencer, Director Public Works
	Lee Perry, Division Director – Maintenance Division
	Ashley Parker, Capital Program Director
Subject:	FY24 Vehicle Purchase Recommendation

REQUEST:

The Fleet Committee requests that the Board of Finance approve and recommend the City Council approve the proposed FY'24 vehicle purchase recommendations and provide the Department of Public Works, Fleet Maintenance Division the approval to sell at auction the vehicles being replaced.

BACKGROUND:

Annually, the City's interdepartmental Fleet Committee, staffed by the Department of Public Works (DPW) Fleet Manager Dave Hammond, coordinates fleet purchases for the General Fund (GF) and several enterprise/special revenue funds in order to realize cost savings and provide management oversight. As 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. With that information, the Fleet Manager researches electric and hybrid options for each item, calculates the carbon pricing on fossil fuel options, and make his recommendations to the Fleet Committee. The Committee reviews the Fleet Manager's list of needs and provides purchase list recommendation for review and approval by the TEUC, Board of Finance, and City Council.

The Fleet Committee has identified and is recommending (7) vehicles/equipment to be replaced in FY24. Six vehicles/equipment to be replaced are for enterprise/special revenue departments and one for the City's Recycling program (funded by the Solid Waste Generation Tax). Due to limited funding being available for the General Fund fleet, the Fleet Committee significantly reduced the amount of vehicles/equipment to be replaced in FY24, and will limit purchases to only enterprise/special revenue departments (see Attachment A for Fleet Funding History). There will be no General

Fund (GF) vehicle/equipment purchases in FY24 unless other funding is secured. GF Departments that are able to acquire grants or have other identified funding sources will be allowed to make requests to purchase vehicles/equipment with Chief Administrative Officer (CAO) approval in FY24. The FY24 General Fund Fleet budget is focused on supporting all FY24 General Fund Fleet lease payments for vehicles that have already been purchased in prior years.

The recommended purchase list has been reviewed by BED, who provided additional recommendations and shared available incentives which further refined the purchase list through the lens of the City's 2030 NetZero goals. The Fleet Committee has worked hard to balance two key policy goals – the City's 2030 Net Zero energy goal and the City's operations and safety goal to replace as much of the fleet that is at end of life as possible – while also managing the identified financial constraints. The Fleet Committee recently gained the support of the Transportation, Energy, and Utilities Committee (TEUC), at their May 23, 2023 meeting, where they approved advancing the FY24 vehicle purchase recommendations to the Board of Finance and City Council for approval (see Attachment F for Fleet purchase list).

GENERAL FUND FLEET FUNDING:

In FY22 and FY23, it became apparent there were no funds available to support future GF Fleet needs, as previous funding strategies had been depleted. In FY23 the Fleet Team requested $715K from the GF unassigned fund balance to purchase GF fleet vehicles/equipment in urgent need of replacement. At the same time, the Fleet Team also communicated that FY24 and FY25 were going to require the same amount of GF support.

As the Team began planning for FY24, many difficult decisions needed to be made. There are $1M in lease payments that need to be covered and $2M in annual Fleet replacement with no funding to support these needs. In September 2022, the Fleet Committee formed a subcommittee to identify any possible sources of funding that could be used to cover the FY24 lease payments, as well as to discuss strategies for funding a sustainable fleet replacement plan for future fiscal years. The subcommittee met several times over the past 6 months to develop a strategy for funding FY24 lease payments, as well as exploring opportunities to create a sustainable fleet replacement plan for future GF purchases. Recommendations for funding FY24 lease payments and long-term financing strategies were made and brought back to the full Fleet Committee for approval.

The Fleet Committee supports and recommends the following financial strategy in order to establish a more resilient funding plan for Fleet, which would kick off with the FY24 budget season, and includes the following:

- No General Fund fleet purchases in FY24 without special CAO approval (see below).
- Secure funding for FY24 existing lease payments.

- FY24 General Fund vehicle/equipment replacement requests (i.e.: no additions) need to include a funding proposal utilizing only non-fleet funding sources that have received the approval of the CAO.

FY24 Fleet Budget Overview:

- General Fund purchases of Fleet vehicles and equipment have been put on hold.
  - Exceptions have been considered for departments that have an identified source of funding an identified vehicle or equipment (i.e.: grant, dedicated tax revenue, etc.)
  - Current average Fleet need is ~$2M/year.
- Focus for FY24 budgeting has been on ensuring we have appropriate revenues to cover our FY24 lease payments.
  - FY24 Lease Payments = $1,037,678.33
  - FY25 & FY26 Payments = ~$1M/year

FY'24 GF Fleet Lease Payments			
Department (GF)	**Principal**	**Interest**	**Total**
Fire	$137,913.63	$5,619.18	$143,532.81
Library	$7,782.06	$295.78	$8,077.84
Parks	$151,435.94	$6,375.96	$157,811.90
Parks/Admin	$0.00	$0.00	$0.00
DPW Streets	$387,333.74	$17,277.68	$404,611.42
DPW Streets/Admin	$29,180.61	$466.13	$29,646.74
DPW/EQM	$6,148.59	$338.89	$6,487.48
Police	$249,562.31	$8,171.17	$257,733.48
Cemetery	$14,033.30	$623.73	$14,657.03
Annual Total:			**$1,020,822.47**

- The Fleet Committee recommends applying all leftover FY23 Gains on Assets, the remaining Fleet Reserve, a portion of the FY24 Gains on Assets, and some Police and Fire impact fees as revenues for the FY24 General Fund lease payments. This reduces the amount we owe by more than half.
- Prior to the TEUC meeting, the Fleet Committee requested that the General Fund provide funding support, similar to that in FY23, for FY24 lease payments in the amount of $450,000. After being granted initially, the request has now been reduced to $400K from the Unassigned Fund Balance in FY24.
- To accommodate the reduction in Unassigned Fund Balance, an additional $50K will come from Gains received in FY24.

FY24 Revenues:	Totals:
Leftover FY23 Gains:	$311,688.41
Leftover Fleet Reserve:	$165,000.00
New Gains (FY24)	$85,759.00
Police Impact Fees (portion)	$40,000.00
Fire Impact Fees (portion)	$18,376.00
Unassigned Fund Balance:	$400,000.00
Total Revenues:	**$1,020,823.41**
Remaining Balance:	**$.94**

BUILDING A SUSTAINABLE FLEET RESERVE/FUNDING SOURCE

- The Fleet Committee is recommending that we create a central, sustainable General Fund Fleet Budget that may eventually include a Fleet Reserve, with an identifiable source of funding that replenishes annually.
- Regardless of which funding strategies are selected, there will need to be an update to the Fleet Committee Policy to make sure Departments know what their role is in the future budgeting and maintenance of Fleet.
- The Fleet Team has developed additional funding strategies that may help build this reserve over time.
    - Annual Department Contributions to Fleet: Set an expected percentage or dollar amount annually for budget purposes.
    - Evaluate returning to a strategy of cash purchases for Fleet versus leasing in FY'24.
    - Evaluate and track Fleet sales to pair vehicles and departments with available gains on assets. This money could be applied to lease payments or cash purchases.
    - Pursue the New Carbon Fee Collection Opportunity: With Burlington Electric, track the revenues from this new funding source to determine funding availability for future purchase or lease of electric vehicles.
    - Implement cost sharing for the purchase of larger Fleet or other shared equipment.
    - Implement surcharges when departments fuel up to recoup the full cost of the maintenance and operation of the fuel depot. Remind departments to appropriately budget for any increases to annual fuel costs or changes in the cost of labor.
    - Pursue possibility of utilizing franchise fees.
    - Explore credit card rebates: Utilize credit cards to pay vendors and put the rebate money towards Fleet.

<u>Other Cost Saving Opportunities</u>:

- Continue Fleet reduction efforts.
- Coordinate with HR on a strategy to evaluate additional resource needs when considering the creation of new personnel. This would allow Fleet to weigh in on the planning and budgeting for any new vehicles or equipment that are needed.
- Departments should identify a central location for all vehicles and equipment to ensure an accurate inventory and easier access.

At some point, we will need to consider whether future bonding can assist in the purchase of vehicles. This will be dependent on the lifespan of the vehicles in question, which could limit the impact of this solution, but it should be explored as an option for Fleet financing. See updated deferred purchase list attached (through FY24).

City's NetZero by 2030 Goal – Fleet Update:

DPW Fleet has worked to advance the electrification of the fleet where applicable. This is based on the Departments needs of the vehicle being purchased, whether the EV technology can support those needs, as well as provide a safe and efficient service to the City's residents. The Fleet Manager has also reached out to various vendors inquiring about the technology available for some of our larger fleet equipment, such as CR Woods, the Volvo heavy equipment dealer to see what EV equipment is available for a possible replacement of some of our construction equipment.

This past fall DPW demoed one of the first fully electric small bucket loaders in the United States. We tested the machine and its capabilities over 2 days. While we are not due for a replacement for some time, the demonstration proved useful in regards to the continuous run time the machine had, and how it would or would not suit our overall needs for the department. We found that with moderate daily use the battery life was acceptable, but in a scenario of continuous snow fighting operations, the 4-hour battery life would not be optimal. When the time comes for the Department to replace the existing bucket loader, we will discuss their needs and expectations, and see if the electric version will be acceptable.

The progression of the electrification of our fleet can be seen in Attachment B. It is important to note, that there are no funds allotted for General Fund vehicle replacement in the coming fiscal years, and there will be no General Fund fleet purchases until a strategy for funding these purchases is implemented. Our priority is funding the remaining General Fund fleet leases.

In Summary:

The Fleet team is looking to gain support from the Board of Finance and City Council to develop a long- term fleet purchasing strategy that ensures the sustainability of all existing vehicles/equipment in Fleet, as well as one that brings the City closer to reaching its NetZero 2030 goals. We have reached a pivotal moment in the long-term planning of the City's fleet, where decisions on how the City funds future fleet purchases will shape its ability to continue providing the level of service required by its residents. It will also provide a more solid road map for how Fleet can meet its portion of the City's overall NetZero 2030 goals. The Fleet Committee has reached out to the Transportation, Energy, and Utilities Committee to schedule meetings to discuss fleet funding strategies. These meetings are tentatively scheduled to start in July 2023 at their regularly scheduled times. We will also hire and work with a consultant to develop a comprehensive fleet management strategy, including recommending a sustainable funding source.

Suggested Motion:

1. To approve and recommend the City Council approve the proposed FY'24 Fleet Purchasing List as detailed in Attachment F, and authorize purchase of the vehicles listed therein, for a total authorized expenditure in the amount of $517,000.00; and,

2. To approve and recommend that the City Council authorize the Department of Public Works, to auction the FY'24 replaced vehicles/equipment through various online public auctions; or, to

trade-in such vehicles/equipment to the vendor where replacement(s) are purchased; or, if such auction and/or trade-in is unsuccessful or not financially feasible, to arrange for such vehicles/equipment to be hauled away for scrap at the current market price.

ATTACHMENT A:

History of Burlington's Fleet Purchasing Strategy:

Below is a brief timeline of how the purchasing strategies for the City's fleet have changed over time. It provides the framework for understanding how the past has shaped the present and may provide guidance for helping us determine a new strategy focused on long-term sustainability.

- FY12 – FY15: There was a moratorium on the purchase of new vehicles due to the City's financial challenges.

- FY16: The City began to purchase new vehicles again – this time utilizing a master lease. At this time, an informal fleet team started creating a list of vehicles needed each year to help the City forecast needs over time.

- FY17: A Sustainable Infrastructure bond replaced three fire trucks for $3.3 million.

- FY17 – FY18: The fleet team began creating a spreadsheet to track sustainable investment in fleet. The strategy of using master leases was working, but projections were showing financial challenges for fleet funding in out years due to increased debt payments.

- FY18: The City contracted with a fleet consultant to review how fleet was structured and recommend improvements. This resulted in a new Fleet Policy, the Fleet Committee, and a spreadsheet of needs from the consultant.

- October 24, 2019: The Fleet Policy was approved by the City Council.

- FY20: The Fleet team estimated that the sustainable fleet replacement need was approximately $2,700,000/year. Up to this point, fleet funding had been by department. As part of the Fleet Committee and Fleet Policy development, all fleet related resources were pooled across departments into one location in order to create efficiencies in purchasing and revenues.

- FY20-22: It appears due to staff transitions and focus on the pandemic that during this time, staff lost track of the strategic focus on need for General Fund money for lease payments.

- FY23: The Fleet Team requested the use of $715,000 of General Fund monies to support lease payments in FY23, as we were reaching the end of the Fleet reserve funds. At that time, the Fleet Team communicated that lease payments in FY24, & FY25 were going to require the same significant General Fund support.

- FY24: Freeze on the purchase of new vehicles for General Fund Departments and a focus on the funding of FY24 General Fund lease payments.

Over the last several fiscal years, through effective coordination and purchasing vehicles through master leases, the City was able to make significant reinvestments in its municipal fleet. Now the City is entering a very challenging multi-year fiscal year period for multiple reasons:

- As discussed above, vehicle replacement funding was pooled from Police, Public Works and Parks starting in FY20. However, not all revenues from pooling vehicle replacement funding from Police, Fire, Public Works and Parks were able to be kept each fiscal year for fleet needs due to shortfalls in General Fund operating budgets.

- Several recent revenue ballot items were not successful at the ballot box (FY'23 proposed Municipal tax increase and the fall 2021 $40M capital bond proposal).

- After multiple years of financing to purchase new vehicles, the City is now carrying significant debt service payments for vehicles previously received.

- The Fleet Team is also continuing to manage constraints within the vehicle industry related to ordering and purchasing of vehicles and equipment. This includes delays in vehicle manufacture and delivery for both internal combustion and electric vehicles.

- With funding limited to Gains, remaining Fleet Reserve, and some Impact Fees; alternative sources of funding will need to be identified to support that $1M/year in lease payments through FY25. There will continue to be a $2M/year need to replace Fleet, though this number will likely be higher as the deferred list has increased over the last two years.

ATTACHMENT B: - PROGRESSION OF FLEET ELECTRIFICATION

Vehicle/Equipment Type	FY19	FY20	FY21	FY22	FY23	FY24	AVG	TOTAL
ELECTRIC	0	1	6	7	4	3	3.5	21
HYBRID	5	3	4	6	1	2	3.5	21
TOTAL FLEET PURCHASE	13	16	28	24	18	7	17.67	106
% OF EV	**0%**	**6%**	**21%**	**29%**	**22%**	**43%**	**20%**	**20%**
TOTAL COST OF EV	$0	$23,400	$140,627	$504,000	$100,000	$124,000	$148,671	$892,027

ATTACHMENT C: DEFERRED VEHICLE LIST
Please see attachment provided in packet.

ATTACHMENT D: VEHICLE REPLACEMENT LIST

Department	Equip.#	Year	Make	Model	Purchase Cost	Replacement Interval	Replacement Date
Recycling	G03	2017	International	7400	$208,803	7 Years	2024
Stormwater	SW02	2014	Nissan	NV200	$21,000	10 Years	2024
Water Distribution	Z20	2013	Dodge	3500	$37,000	10 Years	2023
Water Distribution	Z19	2014	Ford	F250	$46,375	10 Years	2024

ATTACHMENT E: VENDOR LIST

Vehicle	Vendors
EV Vehicles	Key Chevrolet, Freedom Nissan, Berlin City
Ford Maverick & E-Transit Van	Heritage Ford, McGee Ford, Barrette Ford
Gem Car	Country Club Enterprises
One Ton Truck	Heritage Ford, McGee Ford, Barrette Ford, Goss Dodge, Key Chevrolet
Recycling Truck	Allegiance Trucks, New England Kenworth, Lucky's Peterbuilt, R.R. Charlebois

ATTACHMENT F: FLEET PURCHASE LIST & COST CHART
Please see attachment provided in packet.

FY23/24 Deferred Equipment					
Department	**Equip. #**	**Description**	**Year**	**Vehicle**	**Cost To Replace**
Fire	FB1	Shift Command	2018	Suburban	$85,000.00
Fire	FA4	Ambulance	2016	F-450	$339,000.00
Fire	FC3	Assistant Chief	2017	Explorer	$51,360.00
Police	P135	Range Trailer	2001	Trailer	$9,000.00
Police	P1507	Detective	2015	Taurus	$41,200.00
Police	P1701	Line Cruiser	2017	Explorer	$83,000.00
Police	P1702	Line Cruiser	2017	Explorer	$83,000.00
Police	P1703	Line Cruiser	2017	Explorer	$83,000.00
Police	P1704	Line Cruiser	2017	Explorer	$83,000.00
Police	P1804	Line Cruiser	2018	Explorer	$83,000.00
Police	P1805	Line Cruiser	2018	Explorer	$83,000.00
Police	P1806	Line Cruiser	2018	Explorer	$83,000.00
Police	P1807	Line Cruiser	2019	Explorer	$83,000.00
Police	P1808	Line Cruiser	2019	Explorer	$83,000.00
Parks	PR1450	Tractor	2000	John Deere 1450	$40,000.00
Parks	PR670	Tractor	2000	John Deere 670	$27,000.00
Parks	PRCHIP14	Chipper	2014	Brush Bandit	$68,400.00
Parks	PR05	Chip Truck	2014	Ford	$72,850.00
Parks	PR11	Dump Truck	2014	Ford	$56,100.00
Parks	PR16	Staff	2014	Ford	$42,156.00
Parks	PR20	Staff	2014	Ford	$42,156.00
Parks	PR27	Staff	2014	Ford	$42,156.00
Parks	PR31	Ice Resurfacer	2016	Zamboni	$175,000.00
Parks	PR32	Mower	2014	Kubota	$22,600.00
Parks	PR34	Mower	2014	Kubota	$38,090.00
Parks	PR42	UTV	2014	Kubota	$20,410.00
Parks	PR43	UTV	2014	Kubota	$20,410.00
Parks	PR47	Mower	2016	Jacobsen	$120,000.00
Parks	PR52	Trailer	2002	Mid-Atlantic	$9,600.00
Parks	PRFMC03	Sprayer	2009	FMC	$15,000.00
Parks	PRSANDPR	Turf Resurfacer	2004	Toro	$22,800.00
Streets	S30	Dirt Screen	2009	SCM-40	$50,000.00
Streets	S53	Utility Trailer	1997	Custom	$9,600.00
Streets	S57	Utility Trailer	2008	Sure Trac	$10,184.00
Streets	S70	Dump Truck	2002	International	$81,000.00
Streets	S76	Plow Truck	2010	Frieghtliner	$213,000.00
Streets	S49	Sidewalk Tractor	2011	Trackless	$216,000.00
Traffic	T01	Pickup	2011	Ford F150	$35,123.00
Traffic	T02	Dump Truck	2008	Ford F350	$111,700.00
Traffic	T09	One Ton Dump	2010	Ford F450	$90,000.00
Traffic	P1709	Sedan	2017	Ford Focus	$34,900.00
Water	Z05	Excavator	2013	John Deer 75G	$145,145.00
				TOTAL	**$3,103,940.00**

Department	Division	Vehicle ID	Vehicle	Recommendation	Replacement Interval	Lease Duration Years	Funds From Solid Waste Generation Tax	Funds From Water Resources	Vehicle Units	Cost of Carbon		Total Cost				
										Fossil Fuel	Hybrid/CNG	Fossil Fuel Purchase Cost	Hybrid/CNG(after rebates)	Total Vehicle Purchase Price w/ Cost of Carbon	Electric	Rebate
DPW	Recycling	G03	Recycling Truck	Fossil Fuel	7	7	1		1	$38,822	$30,408	$265,000	$360,000	$303,822	Not Available In Our Region	N/A
Water Resources	Water Distribution	Z01	Ford Transit Van	EV	10	7		1	1	$1,163					$60,000.00	N/A
Water Resources	Water Distribution	Z20	One Ton W/ Air Comp.	Fossil Fuel	10	7		1	1	$8,723		$68,000		$76,723	Not Available For This Model	N/A
Water Resources	Water Distribution	Add	Gem Car	EV	10	7		1	1	$1,033					$30,000.00	Pending
Water Resources	Water Distribution	Add	Ford Maverick Pick Up	Hybrid	10	7		1	1	$573			$30,000.00	$30,573		N/A
Water Resources	Water Resources	Add	Chevy Bolt	EV	10	7		1	1	$969					$34,000.00	$2,300.00
Water Resources	Storm Water	SW02	Ford Maverick Pick Up	Hybrid	10	7		1	1	$573			$30,000.00	$30,573		N/A
Total							1	6	7	$51,856	$30,408	$333,000	$420,000	$441,691	$124,000	$2,300

Total For Vehicles Leased Annually @ ~5.75%				**Value**	**Number of Leases**
Water Resources	$38,070.00	7 year		$252,000	6
Recycling	$40,033.93	7 year		$265,000	1
Total	**$78,104**			**$517,000**	**7**

Board of Finance and City Council Submission Checklist

Department: Public Works Submitter: Lee Perry

Title/Subject: FY24 Fleet Purchases

	Approval:	Meeting Date:
☒	Board of Finance	6/12/2023
☒	City Council	6/20/2023
☐	Concurrent	

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	6/6/2023	Approved by Chapin
Mayor's Office informed and approved memo	Yes	6-7/2023	Approved by Jordan Redell
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			Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	6/6/2023	Approved by Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	6/6/2023	Approved by Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Choose an item.	Click or tap here to enter text.
Additional Materials, if necessary	Choose an item.	Click or tap here to enter text.
Draft Resolution or Motion?	Choose an item.	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Choose an item.	Approved by the TEUC Committee at their May 23, 2023 meeting

CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS

645 Pine Street, Suite A
Post Office Box 849
Burlington, VT 05402-0849
802.863.9094 VOX
802.863.0466 FAX
802.863.0450 TTY
www.burlingtonvt.gov

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

MEMORANDUM

TO: City Council

FROM: Phillip Peterson, PE, Public Works Engineer
Corey Mims, PE, Senior Public Works Engineer
Dora Bean, Associate Public Works Engineer

DATE: June 20, 2023

CC: Chapin Spencer, Director of Public Works
Norman Baldwin, PE, Assistant Director of Public Works/City Engineer
Laura Wheelock, PE, Senior Public Works Engineer

RE: CY22 Street Reconstruction Program Contract Amendment for Paving Work on Flynn Avenue

Request

The Department of Public Works ("DPW") seeks approval and authorization City Council to execute a contract amendment with S.D. Ireland Brothers Corporation for the Calendar Year 2022 Street Reconstruction Program in the amount of $77,682.87 with an additional $16,308.10 (~10% of Flynn Avenue paving overall cost) in contingency funds, totaling $93,990.97; which results in a new contract totaling $3,073,526.08. This is separate from the contracted and ongoing CY23 paving contract which the Council approved earlier this year.

Board of Finance approved this request at their June 12, 2023 meeting.

Background

Previous Contract Authorizations

Date	BOF/CC Action	Contract
4/11/2022	Contract Approval	$2,730,527.25
9/19/2022	Contract Amendment Approval	$2,911,355.98
3/20/2023	Contract Amendment Approval	$2,979,535.11

Reason for Current Authorization Increase Request:

In preparing initial estimate for Birchcliff Parkway, the second to last CY22 street to be paved, it was understood that the existing roadway surface was the standard 3 inches of asphalt surface thickness for a residential street. Upon initiating work on the street, it was identified that the roadway had only 1 ½" base course, not 3 inches as originally assumed. As a result, the City needed to assume a significant unanticipated expense to properly redevelop the street road surface.

This adjustment to the Birchcliff Parkway scope led to a need to:

- Identify additional funding to assume the unanticipated expense
- Seek additional expense authorization from the Board of Finance/City Council for the Director of Public Works to execute the change orders necessary to assume this additional expense and complete the full scope of work contemplated under the CY22 Paving Contract

The correction to the asphalt thickness necessitated the adjustment of 11 resident's driveway aprons to ensure proper drainage on the street and that these residents had driveways which worked properly. The necessary design changes added $110,380.25 of additional cost onto the project.

Due to this additional cost, the CY22 Paving contract has a shortage of funding to complete the remaining resurfacing work on Flynn Avenue (the final street in the CY22 paving contract). DPW Staff have identified available funds to backfill this shortage and complete this work. To address this issue and ensure the successful completion of the project, we are requesting authorization to access this funding.

Additional Funding for Project

DPW Staff have identified $124,057 in Street Capital contingency funding previously authorized for paving associated with the CY20 Paving Contract. We are proposing to use this funding to fill the additional need of $93,990.97 in order to complete this project, see Attachment-1.

Questions

Thank you for your consideration of these requests. If you have any questions, please feel free to contact: Phillip Peterson: ppeterson@burlingtonvt.gov, (802) 598-8356.

Attachments

1. CY22 Paving Project Budget Amendment 6.12.23

Motions

City Council:

1. To approve and authorize the Director of Public Works to execute an amendment to the Calendar Year 2022 Street Reconstruction Program contract with S.D. Ireland Brothers to effect a maximum limiting amount increase of $93,990.97 to the previously authorized contract expenditure limit with S.D. Ireland of $2,979,535.11, for a total authorized maximum contract expenditure of $3,073,526.08, provided that all these authorizations are contingent on the contract and any amendment thereto having the prior approval of the City Attorney and Chief Administrative Officer.

CITY OF BURLINGTON, VT
PROJECT BUDGET AMENDMENT REQUEST

Department: DPW **Requested by:** Phillip Peterson **Date: 6/12/2023**

Briefly explain the reason for the amendment:

The CY22 Paving contract has a shortage of funding to complete the remaining resurfacing work on Flynn Avenue, DPW Staff propose Street Capital Funds previously authorized for Queen City Park Road paving to backfill this shortage and complete this work.

_____ **(under 10k)**
Dept. Head Approval

_____ **(10k to 25K)**
Chief Administrative Officer Date

_____ **(25K - 50K)**
Mayor Date

BUDGET AMENDMENT DETAILS

Org Set		GL Account	Account Name	Project/Sub/Detail Name	Increase/ (Decrease)
842-19-700-770		9500_700	Streets & Sidewalks, Public Works, Capital Projects, Street Reconstruction.Capital Outlay - Street Capital Expenditure	Annual Paving Contract CY20	$ (93,990.97)
842-19-700-770		9500_840	Streets & Sidewalks, Public Works, Capital Projects, Street Reconstruction.Capital Outlay - Street Capital	Annual Paving Contract CY22	$ 93,990.97
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Board of Finance and City Council Submission Checklist

Department: Public Works Submitter: Phillip Peterson

Title/Subject: CY22 Street Reconstruction Program Contract Amendment for Paving Work on Flynn Avenue

	Approval:	Meeting Date:
☒	Board of Finance	6/12/2023
☒	City Council	6/20/2023
☐	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	6/6/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	6/7/2023	Click or tap here to enter text.
Board/Commission, if required	N/A	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	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	6/6/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	6/6/2023	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	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?	No	Click or tap here to enter text.
Additional Materials, if necessary	Yes	
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.

City of Burlington
Department of Public Works
Division of Parking and Traffic
645 Pine Street, Suite A
Burlington, VT 05402
802.863.9094 P
802.863.0466 F
802.863.0450 TTY
www.burlingtonvt.gov

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

Jeffrey A. Padgett, MBA
DIVISION DIRECTOR for PARKING & TRAFFIC

Date: June 12, 2023
June 20, 2023

To: Board of Finance
City Council

From: Jeff Padgett, Division Director
Parking and Traffic

C.C.: Chapin Spencer, DPW Director
Alan Mashtare, Traffic Manager

Subject: FY24 Traffic Markings
Contract Award Request

BACKGROUND:

Every year the Department of Public Works (DPW) Traffic Group contracts with a vendor to repaint traffic markings on City streets. These include the white lines at the sides of the roadway and the yellow center lines, as well as the green bicycle markings and related stencils. The City has increased the amount of lines and markings over the last 7 or so years in efforts to improve the safety of our roadways and better accommodate a broad range of users. The majority of this work is done in the late spring as weather allows (temperature, rain and snow) and then finished/touched up during the summer.

Historically, this contract was issued on a calendar year basis (awarded in March for April-October painting). However, recognizing that the short timeline between bidding and working created logistics and scheduling challenges for the contractor that resulted in a delayed spring startup, the contract was shifted to be on a fiscal year

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basis (bid in April for July-July painting). This change has allowed the contractor to better schedule spring work (because it was already under contract) and has resulted in one of the fastest starts to painting in the Spring of 2023 (CleanSweep ended on a Friday, and painting started on Monday). This was noticed and appreciated by members of the cycling public.

BID SUMMARY:

DPW issued a Request for Proposals on March 23, 2023 and received two (2) bids based on an estimated scope of work.

L&D Safety Markings	$154,804.43
K5 Corporation	$151,516.54

Although K5 provided a lower bid on the estimated scope of work, the margin of price difference is not significant for a project of this scale and would likely cost substantively the same as L&D when the actual work is performed. Additionally, being new to the area, K5 would require significant City staff resources, which are constrained due to lack of seasonal workers, to guide them through the project. Staff believes that L&D is more advantageous to the City because they have a competitive price, have performed this work previously, and will require minimal staff supervision because they have a solid understanding of the scope and the City's expectations. Therefore, staff recommends awarding the contract to L&D.

However, staff is aggressively exploring alternatives to paint that may provide longer lasting and more sustainable approach to pavement markings. It may be that next year's contract (FY25) will be structured differently and potentially be bid in smaller pieces with different material (tapes, thermoplast, paint, etc.) allowing for award to multiple contractors.

FUNDING:

The FY24 Traffic Budget (Fund 264) has allocated funding for this work. This is a recurring annual maintenance expense and the funds for this work are generated by meter revenues.

MOTION:

Board of Finance:

1. To approve and recommend that City Council authorize the Director of Public Works to execute a contract with L&D Safety Markings for a maximum limiting amount of $154,804.43 for pavement marking, subject to review and approval by the City Attorney's Office.

City Council:

1. To authorize the Director of Public Works to execute a contract with L&D for a maximum limiting amount of $154,804.43 for pavement marking, subject to review and approval by the City Attorney's Office.

Board of Finance and City Council Submission Checklist

Department: Public Works Submitter: Jeff Padgett

Title/Subject: Traffic Markings Contract - FY24

	Approval:	Meeting Date:
☒	Board of Finance	6/12/2023
☒	City Council	6/20/2023
☐	Concurrent	

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	6/6/23	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	6/7/23	Click or tap here to enter text.
Board/Commission, if required	N/A	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	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	6/6/23	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	6/6/23	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	
CIO, if an IT-related investment/purchase	N/A	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?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	N/A	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?	Yes	Board of Finance

BURLINGTON INTERNATIONAL AIRPORT

TO: City of Burlington, Board of Finance
City of Burlington, City Council

FROM: Marie J. Friedman, CPA, Director of Finance

DATE: June 1, 2023

SUBJECT: Request for Authorization of a Budget Neutral Amendment to the FY2023 Patrick Leahy Burlington International Airport AIP-125 Project Budget in the Amount of $1,050,000

Request:

The Patrick Leahy Burlington International Airport (Airport or BTV) seeks approval and authorization for a budget neutral amendment to the Fiscal Year 2023 BTV Airport Improvement Project Fund (AIP-125) to increase revenues and capital expenditures by $1,050,000, respectively.

Summary:

The Airport received and executed AIP-125 FAA grant on February 5, 2021 for the Terminal Integration project. The Airport received authorization from the Airport Commission, Board of Finance and City Council in January of 2021. This authorization included accepting the grant and authorization to proceed with construction related contracts. This is the largest grant ever received from the FAA for BTV due to the size of the project and resultantly, construction was planned for over multiple budget years.

The project construction team mobilized in the spring of 2021 and the new Terminal opened in October 2022. This new consolidated TSA screening has greatly improved the customer experience at the Airport. Because this grant construction was over three years, the timing of the project costs shifted more into FY 2023 and the budget needs to be amended.

Budget Summary:

A detailed summary by budget line item of the budget neutral amendment is as follows:

Org Set	GL Account	Account Name	Increase
Expenses			
425-35-700	9500_110	Capital Expenditures	$ 1,050,000
		Total Expenses	**$ 1,050,000**
Revenues			
425-35-700	4875_125	Federal Grant Revenue	$ 923,965
425-35-700	4990_400	Interfund Transfer Proceeds (local share)	$ 126,035
		Total Revenues	**$ 1,050,000**

Motions:

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

Board of Finance:

1. "To authorize and recommend that the City Council authorize a budget neutral amendment to the FY23 Patrick Leahy Burlington International Airport budget to increase Federal Grant Revenue by $923,965 and Interfund Transfer Proceeds by $126,035, and to increase Capital Expenditures by $1,050,000, for a total increase of overall expenditures by $1,050,000."

City Council:

1. "To authorize a budget neutral amendment to the FY23 Patrick Leahy Burlington International Airport budget to increase Federal Grant Revenue by $923,965 and Interfund Transfer Proceeds by $126,035, and to increase Capital Expenditures by $1,050,000, for a total increase of overall expenditures by $1,050,000."

Thank you for your time and consideration.

Department: Airport Submitter: H. Dusablon

Title/Subject: Request for Authorization of a Budget Neutral Amendment to AIP-125

	Approval:	Meeting Date:
☒	Board of Finance	6/12/2023
☒	City Council	6/20/2023
☐	Concurrent	

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	6/1/2023	N. Longo
Mayor's Office informed and approved memo	Yes	6/8/2023	J. Redell
Board/Commission, if required	Yes	6/7/2023	
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	5/25/2023	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	6/6/2023	K. Clauss
CAO has reviewed budget, financing, and memo	Yes	5/25/2023	K. Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	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?	N/A	Will send upon approval
Additional Materials, if necessary	N/A	Click or tap here to enter text.
Draft Resolution or Motion?	N/A	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.

City of Burlington, VT
149 Church Street
Burlington, VT 05401

www.burlingtonvt.gov/plan

TO: Burlington Police Commission
FROM: Meagan Tuttle, Director
DATE: June 13, 2023
RE: 2022 Annual Report on BPD data

The purpose of this communication is to share an update with the Police Commission on the timing of the 2022 Annual Report.

Shortly after the presentation of the 2021 Annual Report, the previous City Data Analyst resigned for a teaching position. Despite the department's concerted efforts to recruit and fill this position, there was a six-month vacancy in this role. Zoe Portlas began in the role at the beginning of February 2023, just a few months prior to the target timeline for delivery of the annual report.

The process of cleaning and analyzing incident data to produce the report typically begins around the first of the year. However, in addition to onboarding and training Zoe in the Data Analyst role, numerous technical issues have delayed the report. Back end security changes for the Valcour system prevented the analysts from successfully retrieving data needed for the report as well as for the public-facing data dashboard. While some of this data was retrieved in mid-April, the issue was not fully resolved until last week.

Additionally, in 2022 BPD began using a new vendor and software for tracking use of force incidents. As of last week, the city still had not received the full incident-level data needed from its vendor to perform the use of force analyses for the report. BPD is currently working with its vendor to make a final attempt to get this data, and Chief Murad has committed to providing this data from the department's individual reports if unsuccessful.

Our team continues to work diligently to resolve these data access challenges. With last week's progress and a new backup plan for use of force data, we anticipate that the 2022 annual report will be ready for discussion at the Commission's August meeting.

The City of Burlington will not tolerate unlawful harassment or discrimination on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status or genetic information. The City is also committed to providing proper access to services, facilities, and employment opportunities. For accessibility information or alternative formats, please contact the City Planning department or 711 if you are hearing or speech impaired.

FOR INFORMATION ONLY

Lori Olberg

From: Brackin, Stephanie <Stephanie.Brackin@vermont.gov>
Sent: Monday, June 5, 2023 4:06 PM
Subject: DEC Press Release: Vermont DEC Issues Air Quality Alert for Monday Through Tuesday

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

PRESS RELEASE
For Immediate Release – June 5, 2023

Contact:
Bennet Leon, Air Quality Planning Section Chief
Department of Environmental Conservation
802-249-4221, Bennet.Leon@vermont.gov

Vermont DEC Issues Air Quality Alert for Monday Through Tuesday

Montpelier, Vt. – The Vermont Department of Environmental Conservation is issuing an air quality alert for Vermont beginning at 3:00 PM on Monday, June 5, 2023. Fine particle pollution ($PM_{2.5}$) from wildfire smoke originating in Quebec is expected to impact Vermont Monday afternoon through Tuesday.

Residents in western Vermont may experience levels of $PM_{2.5}$ in the unhealthy for sensitive groups category on the Air Quality Index at times during the late afternoon hours on Monday and to continue through Tuesday. Air quality is considered unhealthy for sensitive groups when the Air Quality Index is above 100. The Air Quality Index is expected to be 140.

The department is monitoring the wildfire smoke to assess how long poor air quality will persist in Vermont. For up-to-date air quality forecasts and current air pollution levels in Vermont, visit AirNow.gov.

People with heart or lung disease, older adults, and children should avoid prolonged or heavy exertion during this time. Everyone else should reduce prolonged or heavy exertion. People who are active outdoors, including outdoor workers, should watch for respiratory symptoms. It is possible for healthy people to experience symptoms as well. Watch for symptoms such as coughing or shortness of breath. These are signs to take it easy or move indoors.

Actions for people to take:

- **Sign up for air quality alerts:** Scientists predict Vermont will see more days with poor air quality this summer and well into the future due to changing fire conditions as well as climate change. Signing up for this alert is an important way to stay safe throughout the year when these types of issues come up.
    - **Sign up for** VT-ALERT to receive emergency air quality alerts.
        - Users will receive notifications when there is unhealthy air quality as well as guidance on how to protect themselves from poor air quality. If users signed up for VT-Alert prior to 2022, they may need to modify their settings to receive air quality alerts.
        - Find the Air Quality alerts under Subscriptions, Health Alerts.
    - **Sign up for** EnviroFlash to receive daily air quality forecasts and alert notifications.
- **Learn more:**
    - What Should I Do? - Activity Guides
    - Vermont Air Quality and Climate Division (AQCD)
    - AQCD forecasting and real-time conditions
    - Burlington HazeCam

Lori Olberg

From: Brackin, Stephanie <Stephanie.Brackin@vermont.gov>
Sent: Wednesday, June 14, 2023 11:13 AM
Subject: DEC Press Release - DEC Ensures Safe Battery Collection and Recycling at Transfer Stations

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

PRESS RELEASE
For Immediate Release - June 14, 2023

Contact:
Mia Roethlein, Environmental Analyst, Solid Waste Program
Department of Environmental Conservation
802-522-5926, Mia.Roethlein@vermont.gov

Josh Kelly, Solid Waste Program Manager
Department of Environmental Conservation
802-522-5897, Josh.Kelly@vermont.gov

DEC Ensures Safe Battery Collection and Recycling at Transfer Stations

Montpelier, Vt. – In the past year, several battery fires have occurred at transfer stations throughout the Northeast. The U.S. Environmental Protection Agency reports that lithium-ion batteries caused over 240 fires at 64 facilities between 2013 and 2020. Common sources included consumer devices like cell phones, tablets, laptops, hoverboards, and e-cigarettes.

To help solid waste and recycling workers safely collect batteries and reduce the risk of fires, the Vermont Department of Environmental Conservation (DEC) Solid Waste Program has spent $160,000 to purchase and distribute battery collection safety kits to over 160 public and private transfer stations and Household Hazardous Waste facilities. The kits include fire shield blankets, gloves, and packaging to handle and mail back damaged or defective batteries for recycling.

"With the growth of batteries, it is important that both consumers and solid waste managers have the tools to safely and effectively handle them before they pose a fire risk," says DEC Commissioner John Beling. "Our department has partnered with Call2Recycle, to help get safe battery collection and recycling supplies in place as waste materials continue to change."

DEC is also providing battery safety training in partnership with Call2Recycle, which operates the Vermont battery recycling program on behalf of battery and product manufacturers.

Consumers are encouraged to safely recycle their leftover single-use and rechargeable batteries at one of 150 battery recycling collection locations in Vermont. If a consumer has a bulging or damaged battery, they should immediately contact their local solid waste management entity to get the damaged battery to a facility that can store and recycle it safely.

"Lithium and lithium-ion batteries are important technology for modern life but must be stored and handled properly to prevent damage," said Mia Roethlein with the DEC Solid Waste Program. "By collecting these batteries for special recycling, we can protect the environment and human health and capture valuable natural resources."

Resolution Relating to

AUTHORIZATION TO APPLY TO DOWNTOWN SALES TAX REALLOCATION PROGRAM RE CITYPLACE PROJECT – 75 CHERRY STREET

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

CITY OF BURLINGTON

In the year Two Thousand Twenty-Three ……

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

That WHEREAS, the Downtown Development Act (24 V.S.A. Chap. 76A) provides various benefits for communities whose downtowns receive designation as Designated Downtown Districts, including income tax credits for rehabilitation of older or historic buildings, reallocation of sales tax receipts for building materials and financial assistance from various programs specifically for Designated Downtown Districts; and

WHEREAS, the City desires to improve the public infrastructure within the designated downtown district; and

WHEREAS, the City desires to secure resources to make improvements to the public infrastructure; and

WHEREAS, the CityPlace Project is a proposed construction project for 400 units of housing, along with commercial/retail space which in total will combine to achieve approximately 700,000 square feet of new mixed-use space, within Burlington's Downtown District, the construction of which will generate sales tax revenue to the State; and

WHEREAS, in accordance with 32 V.S.A. section 9819, the City can request reallocation of a portion of that sales tax to public infrastructure adjacent to and in support of the subject development project; and

WHEREAS, the municipal project may include infrastructure improvements such as sidewalks, curbs, new street trees, utility system upgrades, stormwater system upgrades, and lighting installations, and these infrastructure improvements are eligible to use the reallocated sales tax funds; and

WHEREAS, these projects are appropriate and in keeping with the revitalization goals of Burlington's Downtown District and all other municipal plans, and these additional benefits for Burlington's Downtown District should be sought;

NOW, THEREFORE, BE IT RESOLVED that the Community and Economic Development Office is authorized to apply to the Downtown Program for reallocation of sales tax receipts for building materials used in the CityPlace Project at 75 Cherry Street to make improvements to the adjacent public infrastructure in Burlington's Downtown District.

COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

ROOM 32 ▪ CITY HALL ▪ BURLINGTON, VERMONT 05401
(802) 865-7144 ▪ (802) 865-7142 (TTY) ▪ (802) 865-7024 (FAX)

To: Board of Finance and City Council

From: Brian Pine, CEDO Director
Samantha Dunn, Asst. Director for Community Works, CEDO

Date: June 12, 2023 rev. June 13, 2023

Re: Applications to Vermont Downtown Program – Sales Tax Reallocation Program

---

This memo is intended to provide background information on the application to the VT Downtown Program's Sales Tax Reallocation Program. The Downtown Program provides various benefits for communities whose downtowns receive status as Designated Downtown Districts, including income tax credits for rehabilitation of older or historic buildings, reallocation of sales tax receipts for building materials and financial assistance from various programs specifically for such districts.

The Downtown Program's Sales Tax Reallocation program allows municipalities and the developer of a qualified project to jointly apply to the Downtown Board for a reallocation of sales taxes on construction materials. Qualified projects must be located within a designated downtown district to be eligible for a reallocation of sales taxes on construction materials. Reallocated taxes must be used by the municipality to cover public improvements related to the qualified project. This program, which requires approval from the local governing body, enables the City to essentially re-purpose state sales tax revenue to fund adjacent public infrastructure that supports both the project and the City's Designated Downtown.

CEDO currently developing two applications to the Sales Tax Reallocation Program:

1. Post Apartments Project (old VFW), including 38 critically needed new permanently affordable housing units and two nonprofit commercial spaces: a condo for the VFW Post's future home – a place of gathering, and veteran services programming; and a leased space where the City's Community Justice Center will tentatively relocate. Eight apartments will be set aside for households exiting homelessness and will be supported with services – five of these units will have a special preference for homeless veterans.

   The municipal component of the project will include upgrades to the pedestrian and greenbelt zone in front of the parcel at 176 South Winooski and continuing north to connect these improvements to Main Street.

2. City Place Project, including more than 400 housing units and 700,000 square feet within Burlington's Downtown District. The municipal project component of this request includes a portion of the streetscape amenities such as lighting, hardscape amenities, bike racks, and plantings along St. Paul, Pine and Bank Streets.

Both projects will generate sales tax revenue to the State and City, expand the City's property tax base, increase the housing supply and generate construction jobs.

We anticipate a request of approximately $460,000 for the CHT Howard Plant application, and we will be asking for the balance of the maximum allowed for one municipality in a given year ($1.45MM this year) for the public improvements connected with CityPlace Burlington. Obviously, the total cost of the related streetscape improvements will far exceed the allowed amount. Please find attached two resolutions seeking the respective City Council authorizations for CEDO to submit applications to the Sales Tax Reallocation Program for these two projects.

Board of Finance and City Council Submission Checklist

Department: CEDO Submitter: Samantha Dunn

Title/Subject: Sales Tax Reallocation Applications

	Approval:	Meeting Date:
☒	Board of Finance	6/12/2023
☒	City Council	6/20/2023
☐	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	6/7/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	No	Click or tap to enter a date.	Informed, no response received.
Board/Commission, if required	N/A	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	6/7/2023	Jared Pellerin
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	6/7/2023	Jared Pellerin
CAO has reviewed budget, financing, and memo	Yes	6/7/2023	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	No	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?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	N/A	Click or tap here to enter text.
Draft Resolution or Motion?	Choose an item.	Provided by Jared Pellerin
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.

Resolution Relating to

AUTHORIZATION TO APPLY TO DOWNTOWN SALES TAX REALLOCATION PROGRAM RE CITYPLACE PROJECT – 75 CHERRY STREET

RESOLUTION 7.10
Sponsor(s): Bd. of Finance
Introduced: 06/20/23
Referred to: _____

Action: adopted
Date: 06/20/23
Signed by Mayor: 06/27/23

CITY OF BURLINGTON

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

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

That WHEREAS, the Downtown Development Act (24 V.S.A. Chap. 76A) provides various benefits for communities whose downtowns receive designation as Designated Downtown Districts, including income tax credits for rehabilitation of older or historic buildings, reallocation of sales tax receipts for building materials and financial assistance from various programs specifically for Designated Downtown Districts; and

WHEREAS, the City desires to improve the public infrastructure within the designated downtown district; and

WHEREAS, the City desires to secure resources to make improvements to the public infrastructure; and

WHEREAS, the CityPlace Project is a proposed construction project for 400 units of housing, along with commercial/retail space which in total will combine to achieve approximately 700,000 square feet of new mixed-use space, within Burlington's Downtown District, the construction of which will generate sales tax revenue to the State; and

WHEREAS, in accordance with 32 V.S.A. section 9819, the City can request reallocation of a portion of that sales tax to public infrastructure adjacent to and in support of the subject development project; and

WHEREAS, the municipal project may include infrastructure improvements such as sidewalks, curbs, new street trees, utility system upgrades, stormwater system upgrades, and lighting installations, and these infrastructure improvements are eligible to use the reallocated sales tax funds; and

WHEREAS, these projects are appropriate and in keeping with the revitalization goals of Burlington's Downtown District and all other municipal plans, and these additional benefits for Burlington's Downtown District should be sought;

NOW, THEREFORE, BE IT RESOLVED that the Community and Economic Development Office is authorized to apply to the Downtown Program for reallocation of sales tax receipts for building materials used in the CityPlace Project at 75 Cherry Street to make improvements to the adjacent public infrastructure in Burlington's Downtown District.

* * * * * * * * * * * * *

ORIGINAL

DISTRIBUTION:

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

CEDO, Samantha DUnn

RESOLUTION RELATING TO

Authorization To Apply To Downtown Sales Tax Reallocation Program

Re CityPlace Project - 75 Cherry Street

Adopted by the City Council

June 20, 20 23

Clerk

Approved June 27, 20 23

Mayor

Vol. ..... Page .....

Attest:

Lori Olberg
Licensing, Voting and Records Coordinator

* * * * * * * * * * * * *

Resolution Relating to

AUTHORIZATION TO APPLY TO DOWNTOWN SALES TAX REALLOCATION PROGRAM RE THE POST APARTMENTS PROJECT – 176 SOUTH WINOOSKI AVENUE

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

CITY OF BURLINGTON

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WHEREAS, the City desires to secure resources to make improvements to the public infrastructure; and

WHEREAS, the Post Apartments Project is a proposed construction project for 38 units of housing, along with ground level commercial space which combined will total 49,000 square feet of mixed use space within Burlington's Downtown District, the construction of which will generate sales tax revenue to the State; and

WHEREAS, in accordance with 32 V.S.A. section 9819, the City can request reallocation of a portion of that sales tax to public infrastructure adjacent to and in support of the subject development project; and

WHEREAS, the municipal project may include infrastructure improvements such as sidewalks, curbs, new street trees, utility system upgrades, stormwater system upgrades, and lighting installations, and these infrastructure improvements are eligible to use the reallocated sales tax funds; and

WHEREAS, these projects are appropriate and in keeping with the revitalization goals of Burlington's Downtown District and all other municipal plans, and these additional benefits for Burlington's Downtown District should be sought;

NOW, THEREFORE, BE IT RESOLVED that the Community and Economic Development Office is authorized to apply to the Downtown Program for reallocation of sales tax receipts for building materials used in the Post Apartments Project at 176 South Winooski Avenue to make improvements to the adjacent public infrastructure in Burlington's Downtown District.

COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

ROOM 32 ▪ CITY HALL ▪ BURLINGTON, VERMONT 05401
(802) 865-7144 ▪ (802) 865-7142 (TTY) ▪ (802) 865-7024 (FAX)

To: Board of Finance and City Council

From: Brian Pine, CEDO Director
Samantha Dunn, Asst. Director for Community Works, CEDO

Date: June 12, 2023 rev. June 13, 2023

Re: Applications to Vermont Downtown Program – Sales Tax Reallocation Program

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This memo is intended to provide background information on the application to the VT Downtown Program's Sales Tax Reallocation Program. The Downtown Program provides various benefits for communities whose downtowns receive status as Designated Downtown Districts, including income tax credits for rehabilitation of older or historic buildings, reallocation of sales tax receipts for building materials and financial assistance from various programs specifically for such districts.

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   The municipal component of the project will include upgrades to the pedestrian and greenbelt zone in front of the parcel at 176 South Winooski and continuing north to connect these improvements to Main Street.

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Board of Finance and City Council Submission Checklist

Department: CEDO Submitter: Samantha Dunn

Title/Subject: Sales Tax Reallocation Applications

	Approval:	Meeting Date:
☒	Board of Finance	6/12/2023
☒	City Council	6/20/2023
☐	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	6/7/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	No	Click or tap to enter a date.	Informed, no response received.
Board/Commission, if required	N/A	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	6/7/2023	Jared Pellerin
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	6/7/2023	Jared Pellerin
CAO has reviewed budget, financing, and memo	Yes	6/7/2023	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	No	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?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	N/A	Click or tap here to enter text.
Draft Resolution or Motion?	Choose an item.	Provided by Jared Pellerin
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.

Resolution Relating to

AUTHORIZATION TO APPLY TO DOWNTOWN SALES TAX REALLOCATION PROGRAM RE THE POST APARTMENTS PROJECT – 176 SOUTH WINOOSKI AVENUE

RESOLUTION 7.11

Sponsor(s): Bd. of Finance
Introduced: 06/20/23
Referred to: _____

Action: adopted
Date: 06/20/23
Signed by Mayor: 06/27/23

CITY OF BURLINGTON

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

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

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* * * * * * * * * * * * *

ORIGINAL

DISTRIBUTION:

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

CEDO, Samantha Dunn

RESOLUTION RELATING TO

Authorization To Apply To Downtown Sales Tax Reallocation Program

Re The Post Apartments Project - 176 South Winooski Avenue

Adopted by the City Council

June 20, 20 23

Clerk

Approved June 27, 20 23

Mayor

Vol. ..... Page .....

Attest:

Lori Olberg
Licensing, Voting and Records Coordinator

* * * * * * * * * * * * *

CITY OF BURLINGTON

ORDINANCE _____
Sponsor: Parks, Recreation & Waterfront Department
Public Hearing Dates: _____
_____
First reading: _____
Referred to: _____
Rules suspended and placed in all stages of passage: _____
Second reading: _____
Action: _____
Date: _____
Signed by Mayor: _____
Published: _____
Effective: _____

In the Year Two Thousand Twenty-Three

An Ordinance in Relation to

CHAPTER 22, PARKS—SECTION 23, PENALTY

It is hereby Ordained by the City Council of the City of Burlington as follows:

That Chapter 22, Parks, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 23, Penalty, thereof to read as follows:

22-23, Penalty

A violation of the following sections of this chapter shall be deemed a civil offense:

Section 22-2. Damage to parks.

Section 22-3. Digging or blasting prohibited.

Section 22-4. Littering.

Section 22-5. Glass bottles prohibited; exception.

Section 22-6. Throwing stones or other objects prohibited; exception.

Section 22-7. Camping in parks prohibited.

Section 22-10. Fires prohibited.

Section 22-11. Discharging fireworks prohibited.

Section 22-13. Animals prohibited, exception.

Section 22-14. Disturbing birds, nests, eggs or animals prohibited.

Section 22-15. Hitching horses to trees or shrubs prohibited.

Section 22-16. Motor vehicles subject to parks regulations.

Section 22-18. Driving on grass.

Section 22-22. Consumption of alcoholic beverages prohibited.

In addition, a violation of any provision of the rules and regulations of the Parks, Recreation and Waterfront Department contained in Appendix D of this Code of Ordinances shall be deemed a civil offense. A violation of these sections or the rules and regulations shall be punishable by a civil penalty of from fifty dollars ($50.00) to five hundred dollars ($500.00). The waiver penalty for such offenses for purposes of the municipal complaint (civil ticket) shall be fifty dollars ($50.00). Each day's continued violation shall be a separate offense. The ~~superintendent of parks~~ director of the Parks, Recreation and Waterfront Department, waterfront managers, city arborist, urban park rangers, seasonal operations supervisors and all law enforcement officers are authorized to issue a municipal complaint for a violation of this chapter. For the limited purpose of interim stewardship and pending completion of a long-term planning process the land known as the Urban Reserve, bordered on the north by Kieslich Park, on the east by the railroad, on the west by Lake Champlain, and the south by the Community Sailing Center, shall be considered a city park subject to this chapter and the rules and regulations set forth in Appendix D.

* Material stricken out deleted.

** Material underlined added.

CW/ Resolutions 2023/CHAPTER 22, PARKS—SECTION 23, addition of underlined material.
[6/20/23]

BURLINGTON
PARKS
RECREATION
WATERFRONT

MEMO

To: City Council

From: Cindi Wight, Director of Parks, Recreation & Waterfront

CC: Erin Moreau, Waterfront Superintendent

Date: June 20, 2023

Subject: Urban Reserve Enforcement

Request:

To authorize the update of Chapter 22-23 to add the portion of the Urban Reserve managed by Burlington Parks, Recreation & Waterfront (BPRW) for an area that follows all rules and regulations for Parks as found in Chapter 22 and Appendix D.

ABBREVIATED URBAN RESERVE HISTORY

The Urban Reserve was created in connection with the City of Burlington's purchase of waterfront property from Central Vermont Railway in 1991. In 2013, the City Council approved a resolution regarding the planning and site management of the Urban Reserve. The resolution noted that "interim stewardship" includes basic maintenance of the site, cleanup of the site (the City removed significant amounts of asphalt and concrete following the resolution), resource protection, and public safety tasks. With the creation of the Urban Parks Ranger program, the rebuilding of the Bike Path, and increased public usage of much of the Urban Reserve in the wake of the improvements of the past decade, it is time to update the department's stewardship authority.

OVERVIEW

The City hired the first Urban Park Rangers in May 2022 to support the Burlington Police Department (BPD) in enforcing rules in City Parks and be a consistent presence in our Parks spaces. Over the past year, we have amended ordinances to give them the necessary authority to address and enforce public safety. On June 6, 2022, the City Council approved an ordinance change adding the Urban Park Rangers to the list of individuals authorized to enforce park rules as stated in Chapter 22 and Appendix D. On April 17, 2023, the Council gave the Urban Park Rangers the authority to enforce at-large dogs.

BPRW manages a portion of the Urban Reserve, including the Waterfront Dog Park, access to "Texaco Beach" at Kieslich Park, fitness stations, a mini-park looking out to the lake and the Burlington Greenway that runs through it. Since the Urban Reserve is not an enumerated park, it currently falls outside the enforcement of the Rangers. The suggested change to the ordinance would give the Rangers the authority to enforce Chapter 22 and Appendix D in the Urban Reserve, along with enforcing at-large dogs as noted in

Chapter 5, in accordance with the “interim stewardship” contemplated in the 2013 resolution. Providing this authority to the Rangers will allow for us to maintain this space in terms of public safety.

The Parks, Arts and Culture Committee unanimously approved the suggested change at their May 27, 2023 meeting.

City Council Motion

To waive the reading and place in all stages of passages and adopt the amendment to Chapter 22, section 23, of the Burlington Code of Ordinances, as outlined in the attached ordinance change form, subject to review by the City Attorney’s office.

Board of Finance and City Council Submission Checklist

Department: BPRW Submitter: Cindi Wight

Title/Subject: Urban Reserve – ordinance change

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☒	City Council	6/20/2023
☐	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	6/7/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	6/13/2023	Click or tap here to enter text.
Board/Commission, if required	N/A	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	N/A		Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	6/9/2023	Kyle Clauss
CAO has reviewed budget, financing, and memo	Yes	6/13/23	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	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?	No	Click or tap here to enter text.
Additional Materials, if necessary	Yes	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.

City of Burlington Vermont

Fee $25.00

May 1, 2023 ---- April 30, 2024

CITY OF BURLINGTON
SPECIAL EVENT
ENTERTAINMENT PERMIT APPLICATION

☐ Indoor ☑ Outdoor

PART I
ORGANIZATION

All information in this section is required

1. Corporation/Sole Proprietor name The Wallflower Collective
2. D/B/A (Business Name)_____ 3. Bus. Phone 843-532-0525
4. Business Address 71 S. Union St #4 Burlington, VT 05401
5. Mailing Address 71 S. Union St. #4 Burlington, VT 05401
6. Contact person Lauren McKenzie 7. Contact Phone 843-532-0525
8. Email contact address lauremckenzie7@gmail.com

PART II
OPERATION

1. Do you currently have a Liquor License? Yes or No
2. Do you currently have an Entertainment Permit/Special Event Permit? Yes or No
3. Proposed Date(s) for this Special Event August 20th, 2023
4. Proposed Hours for this Special Event 4pm-11pm.
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way

2nd annual "Wallflower fest" anniversary party in the adjacent/adjoining private parking lot

For this Proposed location please answer the following questions:

a) Occupancy Load 950 b) # of Restrooms 7 c) # of Egresses outdoors

d) Date of last Fire/Safety Check 6/5/23 e) Dancing by Patrons? Yes or No

f) Amplified Music? Yes or No g) Will additional staff and/or security be required? Yes or No

Pd chk # 930 6/8/23

Fee $25.00

(Continued on back)

PART III
DESCRIPTION OF ENTERTAINMENT

Please give DETAILED description of the type of entertainment for which you are applying:

Description live music afternoon/evening festival hosting local & touring bands in adjoining parking lot. The event will be ticketed, 21+, w/ fenced perimeter, built stage, projected music, to end sharply by 11pm or before. Additional bathrooms & security will be hired. Neighboring businesses will be open & included in the event. Grass Queen & Folinos.

STATEMENT OF APPLICANT: Under the pains and penalties of perjury, I affirm that the preceding answers are true to the best of my knowledge and belief. I have read, understand and agree to comply with all City and State conditions, laws, ordinances, regulations and statutes.

DATE SIGNED: _____

SIGNATURE OF APPLICANT_____

PRINT NAME: _____

RELATIONSHIP TO BUSINESS _____

OFFICE USE ONLY

Fee Paid $_____ Date: _____ Fee Returned $_____ Date: _____

At their meeting of 6/14/23, the Burlington City Council License Committee recommended
Approval X Denial_____

At their meeting of _____, the Burlington City Council _____ this SPECIAL entertainment permit application.

Stage
fence
entrance
fence

Lori Olberg

From: Lauren McKenzie <laurenmckenzie7@gmail.com>
Sent: Wednesday, June 7, 2023 1:07 PM
To: Lori Olberg
Subject: Wallflower Request for Permits - Aug 20th, Sept 24th
Attachments: Inspection BFD-2023-0000358.pdf; Summer Block Party Permits.pdf

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

Hello!

Hope you're doing well! I just met with the Fire Marshal this week to renew our fire permit (attached to this email) So, I would love to get the ball rolling with these 2 parking lot parties to get before city council as soon as possible :) I'm assuming I'll need to renew my catering license (it expires before the events) and put in a request to cater, should that be done through the DLL or through you with the city?

I have received approval for the events from our landlord and the other business within our building. (who mostly plan to be a part of the events) I also sent out 23 letters to the houses neighboring our parking lot to pre-emptively address any concerns and invite folks to enjoy the parties for free. We are surrounded overwhelmingly by student housing, but we did receive one reply about the potential parties. I assured them that all outdoor music would cease at the times requested in the attached permits, and offered to put them up at the Hotel Vermont for the evening if they'd prefer to avoid the noise altogether. They said that would not be necessary and we came to a very kind and generous understanding of the intended events which they plan to enjoy with us. We are very much looking forward to hosting more arts and live music in Burlington. :)

Thanks for the help!
-Lauren McKenzie @The Wallflower Collective
Be Well!

Fee $25.00

May 1, 2023 ---- April 30, 2024

CITY OF BURLINGTON
SPECIAL EVENT
ENTERTAINMENT PERMIT APPLICATION

☐ Indoor ☑ Outdoor

PART I
ORGANIZATION

All information in this section is required

1. Corporation/Sole Proprietor name The Wallflower Collective
2. D/B/A (Business Name)_____ 3. Bus. Phone 843-532 0525
4. Business Address 71 S. Union St #4 Burlington, VT 05401
5. Mailing Address _____
6. Contact person Lauren McKenzie 7. Contact Phone 843-532 0525
8. Email contact address laurenmckenzie7@gmail.com

PART II
OPERATION

1. Do you currently have a Liquor License? Yes or No
2. Do you currently have an Entertainment Permit/Special Event Permit? Yes or No
3. Proposed Date(s) for this Special Event Sept. 24th, 2023.
4. Proposed Hours for this Special Event 4pm-10pm.
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way

in adjoining parking lot (private) LGBTQ "Dyke Day" Queer organized VT Pride event.

For this Proposed location please answer the following questions:

a) Occupancy Load 950 b) # of Restrooms 5 c) # of Egresses Outdoors

d) Date of last Fire/Safety Check 6/5/23 e) Dancing by Patrons? Yes or No

f) Amplified Music? Yes or No g) Will additional staff and/or security be required? Yes or No

Pd ck #936 $50.00 lo 6/8/23

Fee $25.00

(Continued on back)

PART III
DESCRIPTION OF ENTERTAINMENT

Please give DETAILED description of the type of entertainment for which you are applying:

Description In conjuction with our monthly occuring "Dyke Night" events, we aim to host a "Dyke Day" parking lot take over in which we host local & touring queer bands during VT pride month. The event will be 21+, w/ additional security & bathrooms, projected music & secured/fenced perimeter. All outdoor music to end @ 10pm or before

STATEMENT OF APPLICANT: Under the pains and penalties of perjury, I affirm that the preceding answers are true to the best of my knowledge and belief. I have read, understand and agree to comply with all City and State conditions, laws, ordinances, regulations and statutes.

DATE SIGNED: _____

SIGNATURE OF APPLICANT_____

PRINT NAME: _____

RELATIONSHIP TO BUSINESS _____

OFFICE USE ONLY

Fee Paid $_____ Date: _____ Fee Returned $_____ Date: _____

At their meeting of 6/14/23 the Burlington City Council License Committee recommended
Approval X Denial_____

At their meeting of _____, the Burlington City Council _____ this SPECIAL entertainment permit application.

Steps
Fence
Entrance
Fence

Lori Olberg

From: Lauren McKenzie <laurenmckenzie7@gmail.com>
Sent: Wednesday, June 7, 2023 1:07 PM
To: Lori Olberg
Subject: Wallflower Request for Permits - Aug 20th, Sept 24th
Attachments: Inspection BFD-2023-0000358.pdf; Summer Block Party Permits.pdf

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

Hello!

Hope you're doing well! I just met with the Fire Marshal this week to renew our fire permit (attached to this email) So, I would love to get the ball rolling with these 2 parking lot parties to get before city council as soon as possible :) I'm assuming I'll need to renew my catering license (it expires before the events) and put in a request to cater, should that be done through the DLL or through you with the city?

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Thanks for the help!
-Lauren McKenzie @The Wallflower Collective
Be Well!

CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS

645 Pine Street, Suite A
Post Office Box 849
Burlington, VT 05402-0849
802.863.9094 VOX
802.863.0466 FAX
802.863.0450 TTY
www.burlingtonvt.gov

MEMORANDUM

TO: License Committee/City Council

FROM: Caleb Manna, Excavation Inspector, Department of Public Works

DATE: June 14, 2023

CC: Norman Baldwin, P.E., Assistant Director of Public Works/City Engineer
Chapin Spencer, Director of Public Works
Julia Ursaki, P.E., Public Works Transportation Engineer

RE: Burlington Bike Share Encumbrance Application – Bird Rides Inc.

Request

The applicant, Bird Rides Inc. ("Bird"), is requesting approval for a bike sharing network to exist in the public right-of-way. The bike share network will operate citywide, consisting of a fleet of e-bikes available to rent. Bikes will be located at various public bike racks throughout the city.

The request, if approved, will formally acknowledge the bike rack in public right-of-way through a License Agreement with the City.

As stated in Burlington Code of Ordinance Chapter 27-32(a): "*No permit as required by Section 27-31 shall be for longer than sixty (60) days, except as authorized by the city council.*"

Overview

Bird submitted an encumbrance application to the Department of Public Works on May 24, 2023 requesting to occupy 2,000 square feet of public right-of-way space through a fleet of 200 e-bikes that will operate within the City of Burlington and surrounding Chittenden County.

Bird has solidified an agreement with the Chittenden Area Transportation Management Association ("CATMA") to establish a bicycle ride share network in Chittenden County. In discussions with Bird, DPW, and the City Attorney's Office, it was determined that an Encumbrance Permit specific to the City of Burlington would be required in addition to the operational agreement with CATMA, in which Burlington is a participating member. The Encumbrance Permit and associated License Agreement will cover the private ride share network of up to 200 e-bikes proposed to operate in the public right-of-way. Through a Memorandum of Understanding between the City of Burlington and CATMA, DPW has worked with the Transportation, Energy, and Utilities Committee as well as local bike shops to include Burlington-specific operation conditions for Bird, such as demarcating no parking areas, no ride zones, and

slow zones, as well as providing equity pricing for underserved communities, a discount program for employers, and general pricing that does not undercut the cost to rent from our local bike shops.

Bird's platform allows riders to rent bikes and travel to the desired destination without the need to return the e-bike to a central hub or docking station. Instead, riders will leave rented bikes at publicly available bike storage facilities. A Bird app will show users the location of ride share bikes available to use throughout the city.

Wayward bikes, and bikes that need to be charged, will be collected daily, serviced off site, and returned to areas where bike share rides has the highest number of users. This allows for Bird to place bikes where the current demand is and shift central locations as needed to provide ride share services to members of the public. Users are able report issues with e-bikes or misplaced bikes directly to Bird via their app. Bird will has several local subcontractors responsible for managing the ride share network on a daily basis.

Recommendation

The Department of Public Works is supportive of entering a License Agreement between the applicant and the City.

Thank you for consideration of this request, please do not hesitate to contact me directly at CManna@burlingtonvt.gov or 802-865-7562.

Attachment

A. Application
B. DPW Recommendation Form
C. Photographs
D. Certificate of Insurance
E. Encumbrance Permit and License Agreement

Motions:

License Committee:

> "To approve and recommend that the City Council approve the Encumbrance Application for Bird Rides Inc. requesting use of public right of way space for an electric bike fleet, and to authorize the Mayor to execute the attached Encumbrance Permit and License Agreement, subject to review by the City Attorney's Office."

City Council:

> "To approve the Encumbrance Application for Bird Rides Inc. requesting use of public right of way space for an electric bike fleet, and to authorize the Mayor to execute the attached Encumbrance Permit and License Agreement, subject to review by the City Attorney's Office."

ENCUMBRANCE PERMIT AND LICENSE AGREEMENT
Bird Rides Inc.
8605 Santa Monica Boulevard, #20388, West Hollywood, CA 90069

This Long-term Encumbrance Permit and License Agreement ("Agreement") is made by and between the City of Burlington, a municipal corporation organized and validly existing under the laws of the State of Vermont, ("City"), and Bird Rides Inc., a Delaware corporation with its principal place of business at 8605 Santa Monica Boulevard, #20388, West Hollywood, California 90069 ("Licensee"). The City and Licensee agree to the terms and conditions of this Agreement.

1. RECITALS

A. Authority. Authority to enter into this Agreement exists in the City Charter and Burlington City Ordinance 27-32. Required approvals, clearance, and coordination have been accomplished from and within each Party.

B. Consideration. The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Agreement.

C. Background. The City owns property, including the street and sidewalk right-of-way for the entire municipality of the City of Burlington. The Licensee is seeking to operate an e-bike share network of up to two hundred (200) Licensee-owned bikes available for rent to the general public for travel throughout the city.

D. Purpose. This Agreement sets forth the terms and conditions for the requested use of the public right-of way.

2. EFFECTIVE DATE AND TERM

A. Effective Date. Once executed by both parties this Agreement shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Agreement before the Effective Date and shall have no obligation for any performance before the Effective Date or after the expiration or termination of this Agreement.

B. Term. This Agreement shall commence on the Effective Date and expire on April 20, 2024.

C. Termination. This Agreement may be terminated as set forth in this **§2.C**. Upon termination, Licensee shall remove—at its own expense—all objects, materials, and other obstructions placed on the Premises. If Licensee refuses to promptly remove such obstructions, the City may remove all such obstructions and the Licensee shall be liable for all expenses of such removal.

i. Discontinued Use. The City shall have the exclusive right to immediately terminate this Agreement should Licensee or a subsequent owner discontinue the licensed use of the premise.

ii. Termination for Convenience. At any time prior to completion of services specified under this Agreement, the City may terminate the Agreement for any reason by submitting written notice via certified or registered mail to the Licensee, not less than fifteen (15) days prior to the termination date, of its intention to do so. The Licensee shall make no claim against the City by reason of such termination.

iii. Breach. The City shall have the exclusive right to terminate this Agreement if Licensee is in breach of this Agreement. The City shall provide 7 days written notice in advance of the termination date.

iv. **Non-Compliance.** If any of the License Conditions are not met to the satisfaction of the City, the Licensee will be responsible for restoration of the curbing and greenbelt adjacent to the property.

v. **Renewal.** This Agreement shall be renewable annually for a one-year term provided that licensee submits an annual renewal application certifying that its renewal does not amend, modify or otherwise change the existing agreement, pays the requisite fees, and provides updated proof of insurance and all applicable endorsements, and provided that the Department of Public Works certifies that licensee is still in compliance with terms of this agreement.

3. DEFINITIONS

A. "Effective Date" means the date on which this Agreement is approved and signed by the City as shown on the signature page of this Agreement.

B. "Encumbrance Fee" means the sum of the encumbrance application fee and the square foot use fee annually set by the City.

C. "Party" means the City or Licensee and "Parties" means both the City and Licensee.

D. "Premises" means all public right-of-ways and public bicycle parking infrastructure in the City of Burlington.

E. "Property" means portions of sidewalks and streets in all public rights-of-way in the City of Burlington.

4. GRANT OF LICENSE

The City hereby grants to Licensee a license to operate no more than two hundred (200) e-bikes as part of a bike ride share network covering the City of Burlington for the term set forth in **§2.B** of this Agreement. Licensee may use and maintain the e-bike fleet within the City's right-of-way and must be maintained and placed exactly as described in the plan approved by the Department of Public Works, which is attached hereto as Attachment C.

5. LICENSE CONDITIONS

A. Operation of Bikes and e-Bikes along Church Street Marketplace. Operator shall ensure that the electric assist function of any bike, e-bike, or other product operating on along Church Street in the Church Street Marketplace is automatically disabled once the bike, e-bike, or other product enters the geofenced area as illustrated in Attachment C (Prohibited Operation Area of Church Street Marketplace).

B. Maintenance and Public Protection. Licensee is responsible for ensuring the e-bike fleet is kept in good condition. Licensee shall be responsible for all cost associated with maintenance and upkeep of the premise. Licensee shall be responsible for the timely pick up of e-bikes left in areas where bike parking is not allowed. Licensee shall be responsible repair to damaged bikes, and collecting bikes to be returned to designated location. Licensee shall be responsible for any damage to City infrastructure caused by one of Licensee's e-bikes.

C. Accessibility. Licensee is responsible for ensuring that e-bikes do not block, obstruct, or

otherwise interfere with the use of any proximate accessible parking spaces, public sidewalks, greenbelts, or other rights-of-way.

6. PAYMENT FOR LICENSE

A. License Fee. Licensee shall pay the City an encumbrance fee, as described in Attachment A.

B. Initial License Fee. By signing this Agreement, the Parties acknowledge that Licensee has paid the City the licensee fee for the period beginning on the Effective Date and ending April 30, 2024.

7. INSURANCE

A. Requirement. Licensee shall maintain throughout the term of this Agreement, and any subsequent extension or renewals, comprehensive public liability insurance with an A or better rated insurance carrier, qualified to transact business in the State of Vermont, insuring against all legal liability for injuries or damages suffered as a result of the exercise of rights granted by this Agreement in an amount not less than $1,000,000 each occurrence. The City shall be named as an additional insured on such insurance policy.

B. Evidence. Prior to execution of this Agreement, Licensee shall furnish the City with a certificate of insurance and endorsement that includes the provision naming the City as an additional insured. Licensee shall also furnish the City with an endorsement indicating that Licensee shall be given 15 days' written notification prior to cancellation of such insurance for nonpayment of premium and 45 days' written notice for any other reason. Licensee shall take all reasonable efforts to acquire an endorsement providing the City with 10 days' written notification prior to cancellation of such insurance for nonpayment of premium and 30 days' written notification for any other reason. If such endorsement is not reasonably available then Licensee shall provide the City with notification of any impending cancellations within three days after receipt of such notice from its insurance carrier. The current certificate of insurance and applicable endorsements are attached to this Agreement as Attachment D.

C. Continuing Obligation. Licensee shall provide the City with an updated certificate of insurance and applicable endorsements annually on or before the certificate's stated expiration. It is the responsibility of Licensee to ensure that a current certificate of insurance is on file with the City at all times.

8. INDEMNIFICATION

Licensee shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees from liability for any claims, suits, expenses, losses, judgments, and damages arising as a result of the Licensee's acts and/or omissions, and the acts and/or omissions of Licensee's officers, directors, employees, agents, contractors, and subcontractors on or related to Licensee's use of the Premises or in connection with this Agreement or the rights granted to it under this Agreement. If the City, its officers, officials, agents, or employees are notified of any claims asserted against it to which this indemnification provision may apply, the City shall immediately thereafter notify the Licensee in writing that a claim to which the indemnification provision may apply has been received. Licensee shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The City retains the right to participate, at its own expense, in the defense of any claim, and to approve all proposed settlements of clams to which this provision applies. Under no conditions shall

the City be obligated to indemnify the Licensee or any third party, nor shall the City be otherwise liable for expenses or reimbursement including attorney's fees, collection costs, or other costs, of t Licensee or any third party.

9. PUBLIC RELATIONS:

Throughout the performance of the work, the Licensee will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Licensee shall conduct themselves with propriety.

10. PERMITS

Licensee shall be responsible for obtaining all necessary City and/or State permits prior to performing any work on the Premises or in connection with this Agreement.

11. NUISANCES PROHIBITED

Licensee shall not—during the term of this Agreement—on or in the Premises, maintain, commit, or permit the maintenance or commission of any nuisance or violation of any applicable City ordinance, State or Federal statute, or controlling law, regulation, or condition imposed whether existing at the time of commencement of this Agreement or enacted, amended, or otherwise put into effect during the term of this Agreement.

12. INSPECTION OF WORK:

The City shall, at all times, have access to the Premises for the purposes of inspection and the Licensee shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Licensee shall permit the City or representative for the City the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Licensee.

13. ASSIGNMENT OF RIGHTS

Licensee shall not sell, sublet or assign this Licensee, or any part of it, without the written consent of the City.

14. LIMITATION OF RIGHTS

Licensee acknowledges that no property interest or other right is created other than that specifically defined and limited by this Agreement.

15. WAIVER

The City's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver. Waiver by the City may only occur through an expressed written waiver signed by an authorized representative of the City. No waiver of a breach of any of the covenants, agreements, or provisions contained in this Agreement shall be construed to be a waiver of any subsequent breach of the same or of any other provision in this Agreement.

16. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the Parties with respect to the subject matter of this Agreement. All prior representations and understandings related to Licensee's use of the

specified portions of the City's right-of-way, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

17. MODIFICATION

Modifications to this Agreement shall only be valid if agreed to in a formal written amendment to this Agreement, properly executed and approved by the Parties.

18. THIRD PARTY BENEFICIARIES

This Agreement does not confer any rights or remedies upon any person or entity other the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement and do not create any right for such third parties.

19. ATTACHMENTS

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

A. Attachment A: Licensee's Application

B. Attachment B: Department of Public Works Encumbrance Recommendation Form

C. Attachment C: Photographs and Sketches of Encroachment

D. Attachment D: Certificate of Insurance

20. ORDER OF PRECEDENT

This Agreement shall control over any conflicting attachment.

— *Signature Page Follows* —

21. SIGNATURE PAGE

Persons signing for the Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect.

The Parties hereto have executed this Agreement

LICENSEE
Bird Rides Inc.

By: _____
Jeremy Lynch

Date: _____

CITY OF BURLINGTON
Mayor Miro Weinberger

By: _____
Mayor Miro Weinberger
Duly Authorized

Date: _____

EX-A

City of Burlington, VT

06/08/2023

REN-23-14

ROW Encumbrance Permit

Status: Active

Date Created: May 24, 2023

Applicant

Jeremy Lynch
jlynch@bird.co
8605 Santa Monica Blvd
#20388
West Hollywood, California 90069
7742221998

Primary Location

- Citywide
Burlington, VT -

Owner:

City of Burlington

Right-of-Way Encumbrance Application

Type of Encumbrance Requested

Long-Term Encumbrance (More than 60 Days)

Encumbrance Description

Bike Bike Sharing operation. Bikes will occupy areas of street/sidewalk/bike racks throughout the day in the City of Burlington, in areas that are not in a no ride/no park zone, such as Church Street & Red Rocks Park.

Location of Encumbrance

As stated above, the City areas listed above will be the locations of the bikes when not in use.

The length of Long-Term Encumbrances (years) are negotiated on a case-by-case basis, and may be renewed at the request of the applicant.

Encumbrance Term (Years)

0

Encumbrance Start Date

06/27/2023

Encumbrance End Date

06/27/2024

EX-A1

Company Information

Company Name
Bird Rides Inc

Phone
774-222-1998

Street Address
392 NE 191st Street #20388

City, State Zip
Miami, FL 33179

Email
jlynch@bird.co

DEPARTMENT OF PUBLIC WORKS
645 PINE STREET
BURLINGTON, VT 05401
Voice: (802) 863-9094 Ext 3 Fax: (802) 863-0466
Email: dpwpinecustomerservice@burlingtonvt.gov

EX-B

DPW ENCUMBRANCE RECOMMENDATION FORM

DBA NAME: _____ DATE: 6/8/23

COMPANY NAME: Bird Rides Inc. PHONE: 772-222-1998

CONTACT NAME: Jeremy Lynch EMAIL: jlynch@bird.co

MAILING ADDRESS: 392 NE 191st Street #20388, Miami FL 33179

LOCATION OF ENCUMBRANCE: City of Burlington Public Right of Way

FOR LONG-TERM ENCUMBRANCE, TABLE AND CHAIR ENCUMBRANCE, AND CONSTRUCTION ENCUMBRANCE

1. All encumbrances should be located on private property, if possible. In the opinion of the Excavation Inspector, is there an available alternative location for the requested encumbrance on private property?

   YES [ ] NO [X]

2. Will there be sufficient width for plows, pedestrian access, and ADA requirements if the proposed encumbrance is added to the sidewalk/roadway/greenbelt?

   YES [X] NO [ ]

3. Additional Comments: Bird Bikes will utilize existing bike parking infrastructure

4. Has this business remained in compliance to date (RENEWALS ONLY)?

   YES [ ] NO [ ]

5. Describe the encumbrance, including square footage and location of items: Up to 200 e bikes as part of ride share network operating in Chittenden County Bikes are 10 sq. ft. per bike.

BELOW THIS LINE – DEPARTMENT OF PUBLIC WORKS OFFICE USE ONLY

Approved: Yes [X] No [ ] If no, reason: _____

Signature: Caleb Manna Date: 6/8/23

BirdBike

Battery	720WHr Interchangeable
Incline	Up to 20%
Motor	250W, 47N.m total power

EX-C

Dual Hand Brakes
Durable and Safe
Drum Brakes

Large, Easy to Read Display

Bird Vehicle Location Services (VLS)
Multi-mode geolocation
(GPS, GLONASS, BDS)

Safety Decal

Integrated cable lock

Swappable Battery
Up to 90 km/56 miles per charge, IP67 Rating

Convenient Storage Basket

Extra bright headlight

250W Motor
15 mph top speed

Unique ID

IoT Connectivity
Remote motor deactivation, power and speed limitations

Extra bright tail light

Robust vehicle diagnostic system
to ensure safe riding.

Industry Leading Security (GSM and BLE 4.1)
Lock/Unlock; haptic and alarm sounds

26 inch pneumatic tires

High Performance Materials
Aerospace grade aluminum alloy

Security& Tip Detection
Unlicensed movement and tip over detection

SAFETY DECAL

16+
Must be 16+ to ride

One person per vehicle

Respect local traffic laws

Always wear a helmet

No riding on sidewalks

1•866•205•2442
HELLO@BIRD.CO

UNIQUE ID

8JHAK

BIRD

1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/26/2023

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

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

PRODUCER
MARSH RISK & INSURANCE SERVICES
FOUR EMBARCADERO CENTER, SUITE 1100
CALIFORNIA LICENSE NO. 0437153
SAN FRANCISCO, CA 94111

EX-D

CN120046401--GAWU-23-24

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Apollo Syndicate Management Ltd	
INSURER B : N/A	N/A
INSURER C : N/A	N/A
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Bird Rides, Inc.
392 NE 191st Street
#20388
Miami, FL 33179

COVERAGES **CERTIFICATE NUMBER:** SEA-003920122-03 **REVISION NUMBER:** 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**			BOWCN2250539	06/01/2022	06/30/2023	EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X SIR: $500,000						MED EXP (Any one person)	$ N/A
							PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CITY OF BURLINGTON, BURLINGTON PUBLIC WORKS, ENCUMBRANCE APPLICATION DEPT. are included as additional insured where required by written contract.

CERTIFICATE HOLDER

CITY OF BURLINGTON,
BURLINGTON PUBLIC WORKS,
ENCUMBRANCE APPLICATION DEPT.
645 PINE ST
BURLINGTON, VT 05401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services
Charity O'Sullivan

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CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS

645 Pine Street, Suite A
Post Office Box 849
Burlington, VT 05402-0849
802.863.9094 VOX
802.863.0466 FAX
802.863.0450 TTY
www.burlingtonvt.gov

MEMORANDUM

TO: License Committee/City Council

FROM: Caleb Manna, Excavation Inspector, Department of Public Works

DATE: June 14, 2023

CC: Norman Baldwin, P.E. Assistant Director of Public Works/City Engineer
Chapin Spencer, Director of Public Works.
Laura Wheelock, P.E.; Sr. Public Works Engineer

RE: Birdseye Building Company– 288 Maple Street – Encumbrance Permit Application

---

Request

The applicant, Birdseye Building Company, is requesting approval for a License Agreement for an Encumbrance between the City and Birdseye for use of the public right-of-way located on the South side of Maple Street directly across from 288 Maple Street to reserve on-street parking to accommodate interior renovations.

As stated in Burlington Code of Ordinance Chapter 27-32(a): "*No permit as required by Section 27-31 shall be for longer than sixty (60) days, except as authorized by the city council.*"

Overview

The Department of Public Works received an encumbrance permit application from Birdseye Building Company on May 22, 2023, requesting the use of eight (8) on-street public parking stalls adjacent to the residential property at 288 Maple Street. The requested occupation is for construction vehicle parking to accommodate work occuring at the existing residential dwelling. The parking spaces will be used for service-type works vehicles from various subcontractors and serve as a designated location for material deliveries. The restriction of the easternmost parking spaces will also assist in turning movements for large vehicles accessing the site.

The obstruction of on-street parking is anticipated to begin in June 2023 and conclude by June, 2025 at the latest. It is expected that all eight of the parking spaces will not be restricted for the duration of the project. During the initial phase of construction, there will be times when all spaces will be occupied with subcontractor parking, materials deliveries, and equipment storage. Whenever possible, Birdseye will restore all available on street parking not being used by project staff.

The designated area of public parking stalls will be restricted from 7 a.m. until 5 p.m., Monday through Friday. The spaces will be available for public use outside of the designated working hours and on weekends.

The area of the public right-of-way occupied will be 1,300 square feet, billed at the encumbrance rate of $1/sq. ft. The parking spaces will be posted for no parking with city issued signs indicated the hours of no parking.

Recommendation

The Department of Public Works is supportive of entering into a License Agreement between the Applicant and the City with the above-mentioned conditions in place.

Thank you for consideration of this request, please do not hesitate to contact me directly at CManna@burlingtonvt.gov or 802-865-7562.

Attachments

A. Application
B. DPW Recommendation Form
C. Photographs/Site Plan
D. Certificate of Insurance

Motions:

License Committee:

> "To approve and recommend that the City Council approve the Encumbrance Application for Birdseye Building Company requesting use of the public right-of-way for construction related parking as detailed in Attachment C, and to further recommend that the City Council authorize the Mayor to enter into a license agreement with the Applicant for use of the portion of the right-of-way outlined in the Application, subject to review by the City Attorney's Office."

City Council:

> "To approve the Encumbrance Application for Birdseye Building Company requesting use of the public right-of-way for construction related parking as detailed in Attachment C, and authorize the Mayor to enter into a license agreement with the Applicant for use of the portion of the right-of-way outlined in the Application, subject to review by the City Attorney's Office."

CONSTRUCTION ENCUMBRANCE PERMIT AND LICENSE AGREEMENT
Birdseye Building Company
3104 Huntington Road, Richmond, VT 05477

This Long-term Encumbrance Permit and License Agreement ("Agreement") is made by and between the City of Burlington, a municipal corporation organized and validly existing under the laws of the State of Vermont ("City"), and Birdseye Building Company, a Vermont corporation located at 3104 Huntington Road, Richmond, Vermont 05477 ("Licensee"). The City and Licensee agree to the terms and conditions of this Agreement.

1. RECITALS

A. Authority. Authority to enter into this Agreement exists in the City Charter and Burlington City Ordinance 27-32. Required approvals, clearance, and coordination have been accomplished from and within each Party.

B. Consideration. The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Agreement.

c. **Background.** The City owns property, including the street and sidewalk right-of-way adjacent to the property located at 288 Maple Street. Licensee has submitted a construction encumbrance application requesting the occupation of City right-of-way on Maple Street with the obstruction of two on-street parking stalls. According to Licensee's application, it will cover a 1,300-square-foot area of the dedicated public parking stall in the street, and occupy eight (8) parking spaces.

D. Purpose. This Agreement sets forth the terms and conditions for the requested use of the public right-of way.

2. EFFECTIVE DATE AND TERM

A. Effective Date. Once executed by both parties, this Agreement shall be valid and enforceable ("the Effective Date"). The City shall not be bound by any provision of this Agreement before the Effective Date and shall have no obligation for any performance before the Effective Date or after the expiration or termination of this Agreement.

B. Term. This Agreement shall commence on the Effective Date and expire on June 15, 2025.

C. Termination. This Agreement may be terminated as set forth in this **§2.C**. Upon termination, Licensee shall remove—at its own expense—all objects, materials, and other obstructions placed on the Premises. If Licensee refuses to promptly remove such obstructions, the City may remove all such obstructions, and the Licensee shall be liable for all expenses of such removal.

i. Discontinued Use. The City shall have the exclusive right to immediately terminate this Agreement should Licensee or a subsequent owner discontinue the licensed use of the premise.

ii. Termination for Convenience. At any time prior to completion of services specified under this Agreement, the City may terminate the Agreement for any reason by submitting written notice via certified or registered mail to the Licensee, not less than fifteen (15) days prior to the termination date, of its intention to do so. The Licensee shall make no claim against the City by reason of such termination.

iii. Breach. The City shall have the exclusive right to terminate this Agreement if Licensee is in breach of this Agreement. The City shall provide 7 days written notice in advance of the

termination date.

3. DEFINITIONS

A. "Effective Date" means the date on which this Agreement is approved and signed by the City as shown on the signature page of this Agreement.

B. "Encumbrance Fee" means the sum of the encumbrance application fee and the square foot use fee, annually set by the City.

C. "Party" means the City or Licensee and "Parties" means both the City and Licensee.

D. "Premises" means the street and sidewalk rights-of-way on the South side of Maple Street directly across from 288 Maple Street.

E. "Property" means the residential building lot located at 288 Maple Street in Burlington, Vermont, inclusive of the parking obstruction that is the subject of this Agreement.

4. GRANT OF LICENSE

The City hereby grants to Licensee a license to obstruct eight (8) public on-street parking spaces from 7 a.m. until 5 p.m., Monday through Friday, with construction-related vehicles adjacent to 288 Maple Street, on the South side of Maple Street, covering an area of 1,300 sq. ft., for the term set forth in **§2.B** of this Agreement. Licensee may use and maintain the occupied portion of the street existing in the City's rights-of-way, which must be maintained and placed exactly as described in the plan approved by the Department of Public Works ("DPW") and attached hereto as Attachment C.

5. LICENSE CONDITIONS

The Premises shall be maintained in accordance with all conditions set by DPW. Such conditions shall include the following enumerated conditions, but may also be supplemented by DPW upon reasonable notice if DPW determines that the public safety, health, or welfare requires such supplemental conditions:

A. Licensee shall take all reasonable precautions to protect the public from potential hazards resulting and emanating from the Premises due to activities related to the uses for which this encumbrance is permitted.

B. Licensee shall control the dust and dirt and other debris on the encumbered area and adjoining areas, including picking up and sweeping such dust, dirt and debris. Licensee shall submit a dust control and street sweeping plan to DPW's excavation inspector detailing the activities it shall take to control such dust, dirt and debris, but shall also take all additional reasonable activities requested by DPW to control such dust, dirt and debris. All costs of these control activities shall be the responsibility of Licensee.

C. Licensee shall not allow obstructions and interferences in the lines of sight on the Premises or the adjacent construction site on the Property.

D. Licensee shall not maintain or store any toxic or hazardous waste materials or contaminants upon the Premises and shall defend, indemnify and save the City harmless from any claims, causes of action, penalties, fines or other assessments, or the expense and cost of cleanup, if any toxic or hazardous waste materials or contaminants are found on the Premises in connection with Licensee's construction activities or use of the Premises.

E. Licensee shall be responsible for removing, hauling and properly disposing of any accumulated snow or ice on the Premises or adjacent to any construction fences or barriers that cannot be removed by the City's conventional means or methods. All costs of this snow and ice removal shall be the responsibility of Licensee.

6. PAYMENT FOR LICENSE

A. License Fee. Licensee shall pay the City encumbrance fees as provided by City ordinance and as further described in Attachment A.

B. Initial License Fee. By signing this Agreement, the Parties acknowledge that Licensee has paid the City the licensee fee for the period beginning on the effective date and ending April 30th, 2024.

7. INSURANCE

A. Requirement. Licensee shall maintain, throughout the term of this Agreement and any subsequent extension or renewals, comprehensive public liability insurance with an A- or better-rated insurance carrier qualified to transact business in the State of Vermont insuring against all legal liability for injuries or damages suffered as a result of the exercise of rights granted by this Agreement in an amount not less than $1,000,000 each occurrence. The City shall be named as an additional insured on such insurance policy.

B. Evidence. Prior to execution of this Agreement, Licensee shall furnish the City with a certificate of insurance and endorsement that includes the provision naming the City as an additional insured. Licensee shall also furnish the City with an endorsement indicating that Licensee shall be given 30 days' written notification prior to cancellation of such insurance for nonpayment of premium and 30 days' written notice for any other reason. Licensee shall take all reasonable efforts to acquire an endorsement providing the City with 10 days' written notification prior to cancellation of such insurance for nonpayment of premium and 30 days' written notification for any other reason. If such endorsement is not reasonably available, then Licensee shall provide the City with notification of any impending cancellations within three days after receipt of such notice from its insurance carrier. The current certificate of insurance and applicable endorsements are attached to this Agreement as Attachment D.

C. Continuing Obligation. Licensee shall provide the City with an updated certificate of insurance and applicable endorsements annually on or before the certificate's stated expiration. It is the responsibility of Licensee to ensure that a current certificate of insurance is on file with the City at all times.

8. INDEMNIFICATION

Licensee shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees from liability for any claims, suits, expenses, losses, judgments, and damages arising as a result of the Licensee's acts and/or omissions, and the acts and/or omissions of Licensee's officers, directors, employees, agents, contractors, and subcontractors on or related to Licensee's use of the Premises or in connection with this Agreement or the rights granted to it under this Agreement. If the City, its officers, officials, agents, or employees are notified of any claims asserted against it to which this indemnification provision may apply, the City shall immediately thereafter notify the Licensee in writing that a claim to which the indemnification provision may apply has been received. Licensee shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The City retains the right to participate, at its own expense, in the defense of any claim and to approve all proposed settlements of clams to which this provision applies. Under no conditions shall

the City be obligated to indemnify the Licensee or any third party, nor shall the City be otherwise liable for expenses or reimbursement, including attorney's fees, collection costs, or other costs, of Licensee or any third party.

9. RESPONSIBILITY FOR SUPERVISION:

Licensee shall assume responsibility for general supervision of its contractors and any subcontractors, shall be solely responsible for all procedures, methods, and work, and shall be responsible to the City for all acts or omissions of its officers, employees, agents, contractors, subcontractors, or any other person related to any activity or work performed in connection with this Agreement or the rights granted to Licensee under this Agreement.

10. PUBLIC RELATIONS:

Throughout the performance of the work, the Licensee will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Licensee shall conduct themselves with propriety.

11. PERMITS

Licensee shall be responsible for obtaining all necessary City and/or State permits prior to performing any work on the Premises or in connection with this Agreement.

12. NUISANCES PROHIBITED

Licensee shall not—during the term of this Agreement—on or in the Premises, maintain, commit, or permit the maintenance or commission of any nuisance or violation of any applicable City ordinance, State or Federal statute, or controlling law, regulation, or condition imposed whether existing at the time of commencement of this Agreement or enacted, amended, or otherwise put into effect during the term of this Agreement.

13. INSPECTION OF WORK:

The City shall, at all times, have access to the Premises for the purposes of inspection, and the Licensee shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Licensee shall permit the City or representative for the City the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Licensee.

14. ASSIGNMENT OF RIGHTS

If Licensee sells the Property, Licensee may temporarily assign the rights granted herein to the new owner of the Property for a period of 60 days after closing. Any subsequent owner of the Property shall execute a new agreement with the City and provide proof of insurance within the 60 day period. Failure to comply with this **§14** shall constitute a discontinued use under **§2.C.i** of this Agreement.

15. LIMITATION OF RIGHTS

Licensee acknowledges that no property interest or other right is created other than that specifically defined and limited by this Agreement.

16. WAIVER

The City's failure or delay in exercising any right, power, or privilege under this Agreement, whether

explicit or by lack of enforcement, shall not operate as a waiver. Waiver by the City may only occur through an expressed written waiver signed by an authorized representative of the City. No waiver of a breach of any of the covenants, agreements, or provisions contained in this Agreement shall be construed to be a waiver of any subsequent breach of the same or of any other provision in this Agreement.

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the Parties with respect to the subject matter of this Agreement. All prior representations and understandings related to Licensee's use of the specified portions of the City's right-of-way, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

18. MODIFICATION

Modifications to this Agreement shall only be valid if agreed to in a formal written amendment to this Agreement, properly executed and approved by the Parties.

19. THIRD PARTY BENEFICIARIES

This Agreement does not confer any rights or remedies upon any person or entity other the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement and do not create any right for such third parties.

20. ATTACHMENTS

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

A. Attachment A: Licensee's Application

B. Attachment B: Department of Public Works Encumbrance Recommendation Form

C. Attachment C: Photographs and Sketches of Encroachment

D. Attachment D: Certificate of Insurance

21. ORDER OF PRECEDENT

This Agreement shall control over any conflicting attachment.

— *Signature Page Follows* —

22. SIGNATURE PAGE

Persons signing for the Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect.

The Parties hereto have executed this Agreement

LICENSEE
John Yates
Birdseye Building Company

By: _____
John Yates

Date: _____

CITY OF BURLINGTON
Mayor Miro Weinberger

By: _____
Mayor Miro Weinberger
Duly Authorized

Date: _____

EX-A

City of Burlington, VT

05/25/2023

REN-23-12

ROW Encumbrance Permit

Status: Active

Date Created: May 18, 2023

Applicant

Michael Koch
mkoch@cea-vt.com
Civil Engineering Associates, Inc.
10 Mansfield View Lane
South Burlington, VT 05403
802-864-2323, ext. 309

Primary Location

288 Maple Street
Burlington, VT 05401

Owner:

CARPENTER, DONNA / THE DONNA G. CARPENTER MARITAL TRUST
180 QUEEN CITY PARK RD BURLINGTON, VT 054015935

Right-of-Way Encumbrance Application

Type of Encumbrance Requested

Long-Term Encumbrance (More than 60 Days)

Encumbrance Description

Proposed right-of-way encumberance, Monday through Friday between the hours of 7:00 am - 5:00 pm, along the southern side of Maple Street, between the curb cuts for 285 Maple Street and 295 Maple Street, to facilitate contractor parking and material delivery.

During winter and snow, vehicles will be moved for snow removal. If any obstructions remain, it will be the Applicant's responsibility to clear the snow around those obstructions.

Location of Encumbrance

Along the southern side of Maple Street, between the curb cuts for 285 Maple Street and 295 Maple Street.

The length of Long-Term Encumbrances (years) are negotiated on a case-by-case basis, and may be renewed at the request of the applicant.

EX-A1

Encumbrance Term (Years)
2

Encumbrance Start Date
06/15/2023

Encumbrance End Date
06/15/2025

Area Encumbered (Square Feet)
1,300

Company Information

Company Name
Birdseye Building Company

Phone
802-458-5159

Street Address
3104 Huntington Road

City, State Zip
Richmond, VT 05477

Email
jyates@Birdseyevt.com

DEPARTMENT OF PUBLIC WORKS
645 PINE STREET
BURLINGTON, VT 05401
Voice: (802) 863-9094 Ext 3 Fax: (802) 863-0466
Email: dpwpinecustomerservice@burlingtonvt.gov

EX-B

DPW ENCUMBRANCE RECOMMENDATION FORM

DBA NAME: Birdseye

DATE: 5/25/2023

COMPANY NAME: Birdseye Building Company

PHONE: 802-458-5159

CONTACT NAME: John Yates

EMAIL: jyates@birdseyevt.com

MAILING ADDRESS: 3104 Huntington Road, Richmond VT 05477

LOCATION OF ENCUMBRANCE: 288 Maple Street

FOR LONG-TERM ENCUMBRANCE, TABLE AND CHAIR ENCUMBRANCE, AND CONSTRUCTION ENCUMBRANCE

1. All encumbrances should be located on private property, if possible. In the opinion of the Excavation Inspector, is there an available alternative location for the requested encumbrance on private property?

   YES [ ] NO [X]

2. Will there be sufficient width for plows, pedestrian access, and ADA requirements if the proposed encumbrance is added to the sidewalk/roadway/greenbelt?

   YES [X] NO [ ]

3. Additional Comments:

   Parking for construction related vehicle in front of property in on street parking stall, M-F 7am-5pm

4. Has this business remained in compliance to date (RENEWALS ONLY)?

   YES [ ] NO [ ]

5. Describe the encumbrance, including square footage and location of items:

   Parking on South side of Maple St at #288. 1300 Sq. Ft.

BELOW THIS LINE – DEPARTMENT OF PUBLIC WORKS OFFICE USE ONLY

Approved: Yes [X] No [ ] If no, reason:

Signature: Caleb Manna

Date: 5/25/2023

288 MAPLE PARKING PLAN

EX-C

Reserving these spots during construction would allow for contractor parking as well as material delivery through the construction time-

BIRDBUI-01 RCARLILE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/18/2023

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

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PRODUCER
Hickok & Boardman Insurance Group
346 Shelburne Rd
Burlington, VT 05401

CONTACT NAME: Janet Rockefeller
PHONE (A/C, No, Ext): (802) 383-1667 FAX (A/C, No): (802) 658-0541
E-MAIL ADDRESS: jrockefeller@hbinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : West American Insurance Company	44393
INSURER B : Ohio Security Insurance Company	24082
INSURER C : Ohio Casualty Ins Co	24074
INSURER D : A.I.M. Mutual Insurance Company	33758
INSURER E :	
INSURER F :	

INSURED
Birdseye Building Co. Inc.
3104 Huntington Road
Richmond, VT 05477

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:	X		BKW (23) 58 51 68 45	5/10/2023	5/10/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY X Comp Ded $100 / X Coll Ded $250			BAS58516845	5/10/2023	5/10/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ 0			USO58516845	5/10/2023	5/10/2024	EACH OCCURRENCE AGGREGATE Prod- Comp Oper	$ 5,000,000 $ $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WMZ-800-8007498-2023A	5/10/2023	5/10/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers' Compensation - State Covered under 3.A. VERMONT (Excluded Individuals: President/treasurer/Secretary

Additional Insured status applies for the City of Burlington, Burlington Public Works, Encumbrance Application Dept., on the General Liability policy per terms and conditions of attached form CG 88 10 04/13. 30 Day Notice of Cancellation applies per terms and conditions of attached form CG 89 70 04/13.

CERTIFICATE HOLDER

City of Burlington
Burlington Public Works, Encumbrance Application Departme
645 Pine St
Burlington, VT 05401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS

645 Pine Street, Suite A
Post Office Box 849
Burlington, VT 05402-0849
802.863.9094 VOX
802.863.0466 FAX
802.863.0450 TTY
www.burlingtonvt.gov

MEMORANDUM

TO: License Committee/City Council

FROM: Caleb Manna, Excavation Inspector, Department of Public Works

DATE: June 14, 2023

CC: Norman Baldwin, P.E. Assistant Director of Public Works/City Engineer
Chapin Spencer, Director of Public Works.
Laura Wheelock, P.E.; Sr. Public Works Engineer

RE: 95 Saint Paul Street– Encumbrance Permit Application – Café Dim Sum

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Request

The Applicant, Café Dim Sum, owner of the establishment located at 95 Saint Paul Street, is requesting approval for an outdoor seating area to exist in the public right-of-way. The request, if approved, will formally permit an outdoor seating area on the sidewalk, for the establishment, through a License Agreement with the City.

As stated in Burlington Code of Ordinance Chapter 27-32(a): "*No permit as required by Section 27-31 shall be for longer than sixty (60) days, except as authorized by the city council.*"

Overview

Café Dim Sum Inc., submitted an encumbrance application to the Department of Public Works on May 18, 2023, requesting to occupy 80 square feet of public right-of-way space on Saint Paul Street, adjacent to their establishment.

The proposed seating area will occupy the sidewalk adjacent the establishment in front of the ground-floor window. The seating area meets all the requirements to occupy the public right-of-way under the Great Streets Standards and Street Seating Program. The dining area will consist of small tables and chairs, and the seating area will be defined by bordering stanchions and flower pots around the perimeter.

The outdoor dining area will be used by the restaurant during normal business hours of operation. During times when the establishment is closed, tables and chairs will be removed from the public right-of-way.

Applicant will be responsible for any future maintenance or repairs and any other conditions under the License Agreement.

Recommendation

The Department of Public Works is supportive of entering into a License Agreement between the Applicant and the City.

Thank you for consideration of this request. Please do not hesitate to contact me directly at CManna@burlingtonvt.gov or 802-865-7562.

Attachment

A. Application
B. DPW Recommendation Form
C. Photographs
D. Certificate of Insurance

Motions:

License Committee:

> "To approve and recommend that the City Council approve the Encumbrance Application for Café Dim Sum at 95 Saint Paul Street requesting use of the sidewalk for an outdoor seating area and to further recommend that the City Council authorize the Mayor to enter into a license agreement with the Applicant for use of the portion of the right-of-way outlined in the Application, subject to review by the City Attorney's Office."

City Council:

> "To approve the Encumbrance Application for Café Dim Sum at 95 Saint Paul Street requesting use of the sidewalk for an outdoor seating area and authorize the Mayor to enter into a license agreement with the Applicant for use of the portion of the right-of-way outlined in the Application, subject to review by the City Attorney's Office."

ENCUMBRANCE PERMIT AND LICENSE AGREEMENT
Café Dim Sum
95 Saint Paul Street, Burlington VT

This Long-term Encumbrance Permit and License Agreement ("Agreement") is made by and between the City of Burlington, a municipal corporation organized and validly existing under the laws of the State of Vermont ("City"), and Café Dim Sum Inc., a Vermont corporation located at 95 Saint Paul Street, Suite 120, Burlington, Vermont 05401 ("Licensee"). The City and Licensee agree to the terms and conditions of this Agreement.

1. RECITALS

A. Authority. Authority to enter into this Agreement exists in the City Charter and Burlington City Ordinance 27-32. Required approvals, clearance, and coordination have been accomplished from and within each Party.

B. Consideration. The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Agreement.

C. Background. The City owns property, including the street and sidewalk right-of-way adjacent to 95 Saint Paul Street. The Licensee has received approval to install an outdoor seating area on the sidewalk of the public right-of-way adjacent to the premises.

D. Purpose. This Agreement sets forth the terms and conditions for the allowed use of the public right-of-way.

2. EFFECTIVE DATE AND TERM

A. Effective Date. Once executed by both parties this Agreement shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Agreement before the Effective Date and shall have no obligation for any performance before the Effective Date or after the expiration or termination of this Agreement.

B. Term. This Agreement shall commence on the Effective Date and expire on April 30, 2024.

C. Termination. This Agreement may be terminated as set forth in this **§2.C**. Upon termination, Licensee shall remove—at its own expense—all objects, materials, and other obstructions placed on the Premises. If Licensee refuses to promptly remove such obstructions, the City may remove all such obstructions and the Licensee shall be liable for all expenses of such removal.

i. Discontinued Use. The City shall have the exclusive right to immediately terminate this Agreement should Licensee or a subsequent owner discontinue the licensed use of the premise.

ii. Termination for Convenience. At any time prior to completion of services specified under this Agreement, the City may terminate the Agreement for any reason by submitting written notice via certified or registered mail to the Licensee, not less than fifteen (15) days prior to the termination date, of its intention to do so. The Licensee shall make no claim against the City by reason of such termination.

iii. Breach. The City shall have the exclusive right to terminate this Agreement if Licensee is in breach of this Agreement. The City shall provide 7 days written notice in advance of the termination date.

iv. **Non-Compliance.** If any of the License Conditions are not met to the satisfaction of the City, the Licensee will be responsible for restoration of the sidewalk adjacent to the property within 7 days of receiving written notice.

v. **Renewal.** This agreement shall be renewable annually for a one-year term provided that licensee submits an annual renewal application certifying that its renewal does not amend, modify or otherwise change the existing agreement, pays the requisite fees, and provides updated proof of insurance and all applicable endorsements, and provided that the Department of Public Works certifies that licensee is still in compliance with terms of this agreement.

3. DEFINITIONS

A. "Effective Date" means the date on which this Agreement is approved and signed by the City as shown on the signature page of this Agreement.

B. "Encumbrance Fee" means the sum of the encumbrance application fee, and the square foot use fee annually set by the City.

C. "Party" means the City or Licensee and "Parties" means both the City and Licensee.

D. "Premises" means the sidewalk directly in front of 95 Saint Paul Street.

E. "Property" means the outdoor seating area that is the subject of this Agreement.

4. GRANT OF LICENSE

The City hereby grants to Licensee a license to install an outdoor seating area for dining purposes on the sidewalk directly adjacent to 95 Saint Paul Street, totaling an area of 80 square feet for the term set forth in **§2.B** of this Agreement. Licensee may use and maintain the outdoor seating area existing in the City's right-of-way and must be maintained and placed exactly as described in the plan approved by the Department of Public Works, which is attached hereto as Attachment C.

5. LICENSE CONDITIONS

A. Maintenance. Licensee shall maintain the outdoor seating to the satisfaction of the City, which includes maintaining it in a safe, proper, and working condition. Licensee shall be solely responsible for all costs associated with maintenance, upkeep, and repair of the outdoor seating amenity.

B. Placement. The featured seating shall be placed and maintained in accordance with all conditions set by the Department of Public Works in the approved plan (Attachment C) and shall not impede the City's or any other private or public utilities' ability to maintain the road, sidewalk, parking meters, greenbelt, utility infrastructure, or any other City or private property. The amenity shall not cause an obstruction or inconvenience to members of the public accessing the road, sidewalk, parking meters, greenbelt or any other City or private property. The seating area shall be removed from the public right of way when not in use by the establishment.

C. Appearance. Licensee shall pick up and sweep debris created by its use of the public right-of-way.

F. Emergency Access. In the event of an emergency relating to municipal operations, the City shall

have the authority to remove or relocate the amenity to access any public infrastructure deemed necessary. License shall be solely responsible for all cost associated with relocation of seating area, and returning the structure the approved location in this agreement.

6. PAYMENT FOR LICENSE

A. License Fee. Licensee shall pay the City an encumbrance fee, as described in Attachment A.

B. Initial License Fee. By signing this Agreement, the Parties acknowledge that Licensee has paid the City the licensee fee for the period beginning April 30, 2023 and ending April 30, 2024.

7. INSURANCE

A. Requirement. Licensee shall maintain throughout the term of this Agreement, and any subsequent extension or renewals, comprehensive public liability insurance with an A or better rated insurance carrier, qualified to transact business in the State of Vermont, insuring against all legal liability for injuries or damages suffered as a result of the exercise of rights granted by this Agreement in an amount not less than $1,000,000 each occurrence. The City shall be named as an additional insured on such insurance policy.

B. Evidence. Prior to execution of this Agreement, Licensee shall furnish the City with a certificate of insurance and endorsement that includes the provision naming the City as an additional insured. Licensee shall also furnish the City with an endorsement indicating that Licensee shall be given 15 days' written notification prior to cancellation of such insurance for nonpayment of premium and 45 days' written notice for any other reason. Licensee shall take all reasonable efforts to acquire an endorsement providing the City with 10 days' written notification prior to cancellation of such insurance for nonpayment of premium and 30 days' written notification for any other reason. If such endorsement is not reasonably available then Licensee shall provide the City with notification of any impending cancellations within three days after receipt of such notice from its insurance carrier. The current certificate of insurance and applicable endorsements are attached to this Agreement as Attachment D.

C. Continuing Obligation. Licensee shall provide the City with an updated certificate of insurance and applicable endorsements annually on or before the certificate's stated expiration. It is the responsibility of Licensee to ensure that a current certificate of insurance is on file with the City at all times.

8. INDEMNIFICATION

Licensee shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees from liability for any claims, suits, expenses, losses, judgments, and damages arising as a result of the Licensee's acts and/or omissions, and the acts and/or omissions of Licensee's officers, directors, employees, agents, contractors, and subcontractors on or related to Licensee's use of the Premises or in connection with this Agreement or the rights granted to it under this Agreement. If the City, its officers, officials, agents, or employees are notified of any claims asserted against it to which this indemnification provision may apply, the City shall immediately thereafter notify the Licensee in writing that a claim to which the indemnification provision may apply has been received. Licensee shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The City retains the right to participate, at its own expense, in the defense of any claim, and to approve all proposed settlements of clams to which this provision applies. Under no conditions shall the City be obligated to indemnify the Licensee or any third party, nor shall the City be otherwise liable for expenses or reimbursement including attorney's fees, collection costs, or other costs, of the Licensee or any third party.

9. RESPONSIBILITY FOR SUPERVISION:

Licensee shall assume responsibility for general supervision of its contractors and any subcontractors, shall be solely responsible for all procedures, methods, and work, and shall be responsible to the City for all acts or omissions of its officers, employees, agents, contractors, subcontractors, or any other person related to any activity or work performed in connection with this Agreement or the rights granted to Licensee under this Agreement.

10. PUBLIC RELATIONS

Throughout the performance of the work, the Licensee will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Licensee shall conduct themselves with propriety.

11. PERMITS

Licensee shall be responsible for obtaining all necessary City and/or State permits prior to performing any work on the Premises or in connection with this Agreement.

12. NUISANCES PROHIBITED

Licensee shall not—during the term of this Agreement—on or in the Premises, maintain, commit, or permit the maintenance or commission of any nuisance or violation of any applicable City ordinance, State or Federal statute, or controlling law, regulation, or condition imposed whether existing at the time of commencement of this Agreement or enacted, amended, or otherwise put into effect during the term of this Agreement.

13. INSPECTION OF WORK

The City shall, at all times, have access to the Premises for the purposes of inspection and the Licensee shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Licensee shall permit the City or representative for the City the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Licensee.

14. ASSIGNMENT OF RIGHTS

If Licensee sells the Property, Licensee may temporarily assign the rights granted herein to the new owner of the Property for a period of 60 days after closing. Any subsequent owner of the Property shall execute a new agreement with the City and provide proof of insurance within the 60 day period. Failure to comply with this **§14** shall constitute a discontinued use under **§2.C.i** of this Agreement.

15. LIMITATION OF RIGHTS

Licensee acknowledges that no property interest or other right is created other than that specifically defined and limited by this Agreement.

16. WAIVER

The City's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver. Waiver by the City may only occur through an expressed written waiver signed by an authorized representative of the City. No waiver of a breach of any of the covenants, agreements, or provisions contained in this Agreement shall be

construed to be a waiver of any subsequent breach of the same or of any other provision in this Agreement.

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the Parties with respect to the subject matter of this Agreement. All prior representations and understandings related to Licensee's use of the specified portions of the City's right-of-way, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

18. MODIFICATION

Modifications to this Agreement shall only be valid if agreed to in a formal written amendment to this Agreement, properly executed and approved by the Parties.

19. THIRD PARTY BENEFICIARIES

This Agreement does not confer any rights or remedies upon any person or entity other the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement and do not create any right for such third parties.

20. ATTACHMENTS

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

A. Attachment A: Licensee's Application

B. Attachment B: Department of Public Works Encumbrance Recommendation Form

C. Attachment C: Photographs and Sketches of Encroachment

D. Attachment D: Certificate of Insurance

21. ORDER OF PRECEDENT

This Agreement shall control over any conflicting attachment.

— *Signature Page Follows* —

22. SIGNATURE PAGE

Persons signing for the Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect.

The Parties hereto have executed this Agreement

LICENSEE
Si Lai
Cafe Dim Sum Inc.

By: _____
Si Lai

Date: _____

CITY OF BURLINGTON
Mayor Miro Weinberger

By: _____
Mayor Miro Weinberger
Duly Authorized

Date: _____

EX-A

City of Burlington, VT

05/25/2023

REN-23-13

ROW Encumbrance Permit

Status: Active

Date Created: May 18, 2023

Applicant

Si Lai
si707707@yahoo.com
548 Country Club Drive
South Burlington, VT 05403
802-734-6832

Primary Location

95 Saint Paul Street
Burlington, VT 05401

Owner:

INVESTORS CORPORATION OF VT
30 MAIN STREET 401 BURLINGTON, VT
054018418

Right-of-Way Encumbrance Application

Type of Encumbrance Requested

Seating / Sign / Structure / Amenity Encumbrance

Renewal ?

No

Encumbrance Description

Outdoor seating for Cafe Dim Sum. We are applying to put 4 tables in front of Cafe Dim Sum between the building facade and sidewalk. We have received permission and support from the building owner ICV.

Location of Encumbrance

95 Saint Paul Street

The length of Long-Term Encumbrances (years) are negotiated on a case-by-case basis, and may be renewed at the request of the applicant.

Encumbrance Start Date

06/15/2023

Encumbrance End Date

10/01/2023

Area Encumbered (Square Feet)

80

Number of Tables

4

DEPARTMENT OF PUBLIC WORKS
645 PINE STREET
BURLINGTON, VT 05401
Voice: (802) 863-9094 Ext 3 Fax: (802) 863-0466
Email: dpwpinecustomerservice@burlingtonvt.gov

EX-B

DPW ENCUMBRANCE RECOMMENDATION FORM

DBA NAME: _____ DATE: 5/25/2023

COMPANY NAME: Cafe Dim Sum PHONE: 802-734-6832

CONTACT NAME: Si Lai (Sam) EMAIL: si707707@yahoo.com

MAILING ADDRESS: 548 Country Club Drive, South Burlington VT 05403

LOCATION OF ENCUMBRANCE: 95 Saint Paul Street

FOR LONG-TERM ENCUMBRANCE, TABLE AND CHAIR ENCUMBRANCE, AND CONSTRUCTION ENCUMBRANCE

1. All encumbrances should be located on private property, if possible. In the opinion of the Excavation Inspector, is there an available alternative location for the requested encumbrance on private property?

   YES [ ] NO [X]

2. Will there be sufficient width for plows, pedestrian access, and ADA requirements if the proposed encumbrance is added to the sidewalk/roadway/greenbelt?

   YES [X] NO [ ]

3. Additional Comments: Outdoor seating for Cafe Dim Sum at 95 Saint Paul. Seating area will directly in front of the establishment. Tables and chairs.

4. Has this business remained in compliance to date (RENEWALS ONLY)?

   YES [ ] NO [ ]

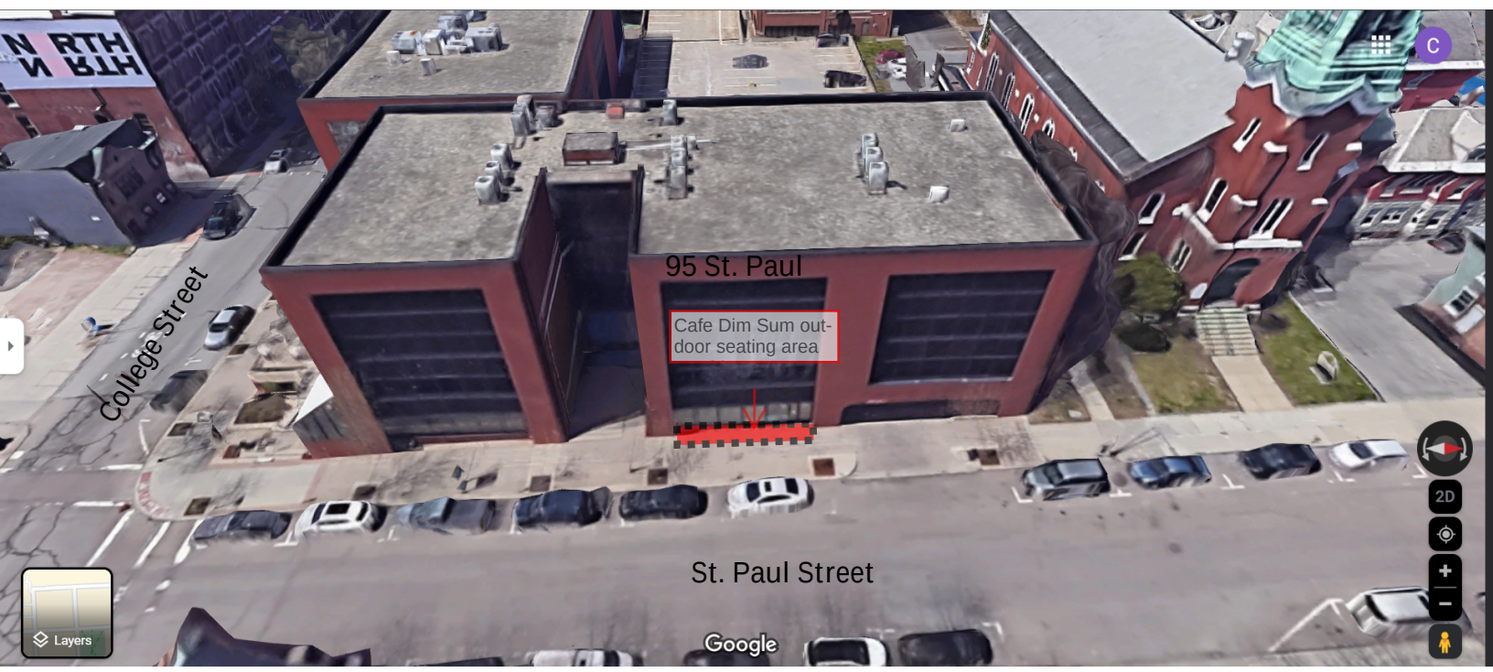
5. Describe the encumbrance, including square footage and location of items: 80 sq. ft. 5' min clear sidewalk path maintained, widening to 10' in front of seating area.

BELOW THIS LINE – DEPARTMENT OF PUBLIC WORKS OFFICE USE ONLY

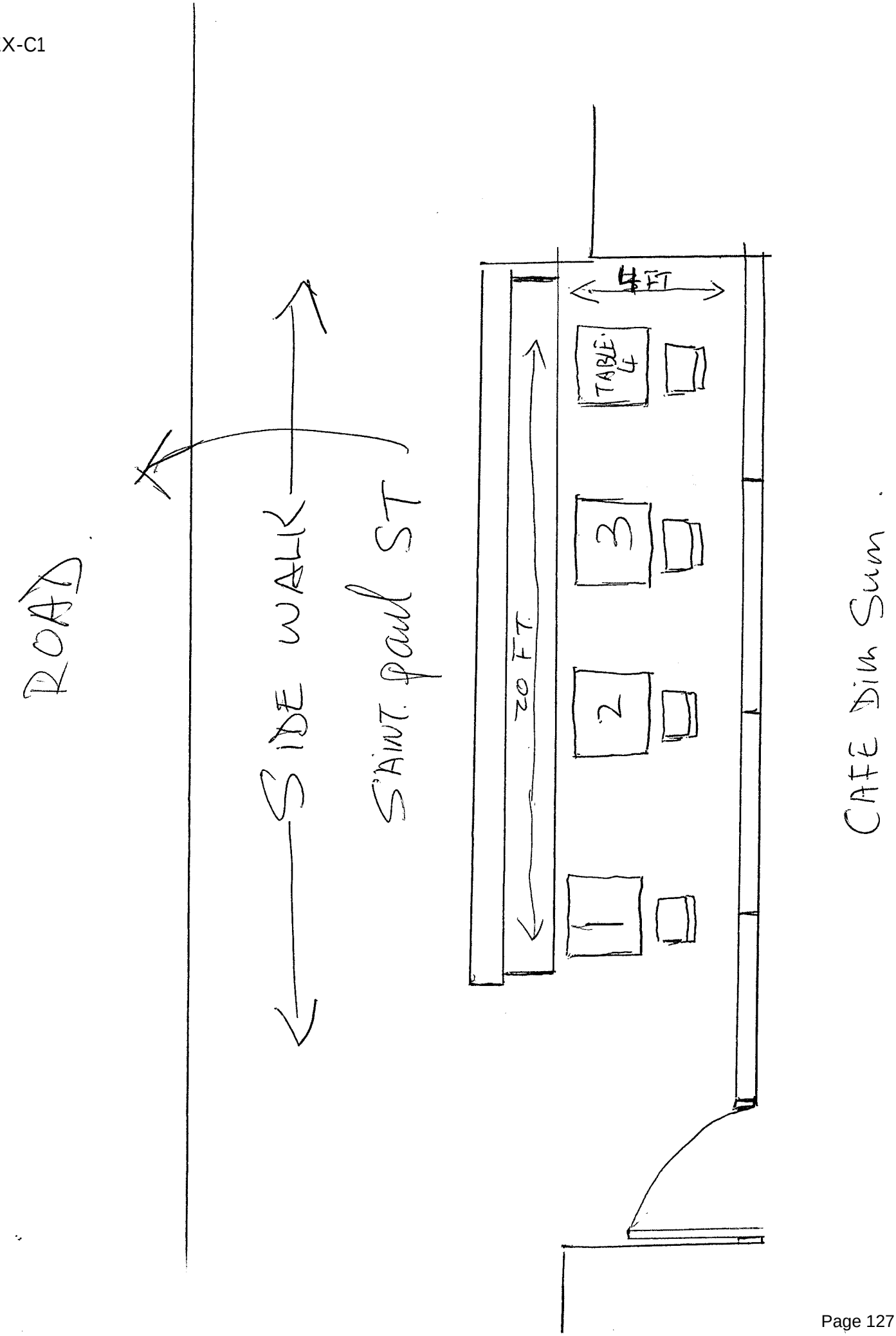
Approved: Yes [X] No [ ] If no, reason: _____

Signature: Caleb Manna Date: 5/25/2023

EX-C



Seating area is 4'x20' and will extend 2' onto sidewalk from face of building.


ROAD
SIDE WALK
SAINT. paul ST
20 FT.
4 FT
TABLE 4
3
2
1
CAFE DIM SUM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/18/2023

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

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

PRODUCER
The Richards Group
48 Harris Place
PO Box 820
Brattleboro VT 05302

EX-D

CONTACT NAME: Kim Bergeron
PHONE (A/C, No, Ext): (802) 254-6016 FAX (A/C, No): (802) 254-7110
E-MAIL ADDRESS: kbergeron@therichardsgrp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Co-Operative Insurance Co	18686
INSURER B : Sequoia Insurance Co	22985
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Cafe Dim Sum Inc
548 Country Club Dr
South Burlington VT 05403-5882

COVERAGES **CERTIFICATE NUMBER:** 22/23 Master COI **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		BOP3018235	10/01/2022	10/01/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 1,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		QWC1245898	10/15/2022	10/15/2023	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Liquor Liability			BOP3018235	10/01/2022	10/01/2023	Each claim/aggregate	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is Additional Insured as respects General Liability, when required by written contract or agreement, and subject to the terms, conditions and limits as specified in the policy.

CERTIFICATE HOLDER

City of Burlington
645 Pine St
Burlington VT 05401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Pancewicz

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CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS

645 Pine Street, Suite A
Post Office Box 849
Burlington, VT 05402-0849
802.863.9094 VOX
802.863.0466 FAX
802.863.0450 TTY
www.burlingtonvt.gov

MEMORANDUM

TO: License Committee/City Council

FROM: Caleb Manna, Excavation Inspector, Department of Public Works

DATE: June 14, 2023

CC: Norman Baldwin, P.E. Assistant Director of Public Works/City Engineer
Chapin Spencer, Director of Public Works.
Laura Wheelock, P.E.; Sr. Public Works Engineer

RE: Whiting-Turner Encumbrance Application – Burlington High School

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Request

The applicant, Whiting-Turner Contracting Company, working on behalf of the Burlington School District, is requesting approval for the occupation of 3,600 square feet of public right-of-way space on the West side of North Avenue directly adjacent to the Burlington High School for the installation of a chain link construction fence, installation of a temporary sidewalk, and on-street parking restriction for Institute Road.

As stated in Burlington Code of Ordinance Chapter 27-32(a): "*No permit as required by Section 27-31 shall be for longer than sixty (60) days, except as authorized by the city council.*"

Overview

The Department of Public Works received an encumbrance permit application (REN 23-10 and REN 23-9) from Whiting-Turning on May 16, 2023, requesting use of the public right of way to facilitate construction on the new Burlington High School.

The purpose of this request is to install a chain link fence with privacy screening around the work site. In doing so, access from the public sidewalk on the West side of North Avenue through the site will be restricted. To accommodate pedestrian walkways, and to avoid an extended long term sidewalk detour, a temporary asphalt sidewalk path will be constructed along the West side of North Avenue adjacent to the high school, and connect to the public sidewalk at North Avenue and Institute Road, to be used until final site improvements are completed.

Under this project, it is expected there will be times when the public parking stalls on Institute Road will be removed to accommodate truck turning access to the site and to provide public protection form intrusive construction activities. Public parking will remain in place until large

deliveries are scheduled, or additional public protection is required. On-street parking will be available outside of working hours and on weekends.

The area of the public right-of-way occupied will be 3,600 square feet, 1,975 square feet of which being public parking on Institute Road, and 1,625 square feet on North Avenue, billed at the encumbrance rate of $1/sq. ft. The parking spaces will be posted for no parking with City-issued signs indicated the hours of no parking, and will be issued on an "as needed" basis, with the intent of keeping public parking available as long as possible for the duration of the project.

Recommendation

The Department of Public Works is supportive of entering into a License Agreement between the applicant and the City.

Thank you for consideration of this request, please do not hesitate to contact me directly at CManna@burlingtonvt.gov or 802-865-7562.

Attachments

A. Application
B. DPW Recommendation Form
C. Site Plan
D. Certificate of Insurance

Motions:

License Committee:

"To approve and recommend that the City Council approve the Encumbrance Application for Whiting-Turner requesting to occupy a portion of public right-of-way on North Avenue and Institute Road as detailed in Attachment C, and to further recommend that the City Council authorize the Mayor to enter into a license agreement with the Applicant for use of the right-of-way outlined in the Application, subject to review by the City Attorney's Office."

City Council:

"To approve the Encumbrance Application for Whiting-Turner requesting to occupy a portion of the public right-of-way on North Avenue and Institute Road as detailed in Attachment C, and authorize the Mayor to enter into a license agreement with the Applicant for use of the right-of-way outlined in the Application, subject to review by the City Attorney's Office."

CONSTRUCTION ENCUMBRANCE LICENSE AGREEMENT
Whiting-Turner Contracting Company
195 Church Street, New Haven CT

This Construction Encumbrance License Agreement ("Agreement") is made by and between the City of Burlington, a municipal corporation organized and validly existing under the laws of the State of Vermont ("City"), and Whiting-Turner Contracting Company, a Maryland corporation located at 300 East Joppa Road, Baltimore, Maryland 21286, and registered with the Vermont Secretary of State to do business in Vermont ("Licensee"). The City and Licensee agree to the terms and conditions of this Agreement.

1. RECITALS

A. Authority. Authority to enter into this Agreement exists in the City Charter and Burlington City Ordinance 27-32. Required approvals, clearance, and coordination have been accomplished from and within each Party.

B. Consideration. The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Agreement.

C. Background. The City owns property, including the street and sidewalk right-of-way adjacent to the property located 52 Institute Road. Licensee has submitted a construction encumbrance application seeking occupation of City right-of-way on North Avenue and Institute Road with construction fencing, temporary pedestrian sidewalk, and parking restrictions. According to Licensee's application, it will cover a 3,600 square foot area of the public sidewalk and parking stall, with 1,625 sq. ft. on the West side of North Avenue and 1,975 sq. ft. on the South side of Institute Road directly adjacent to Burlington High School.

D. Purpose. This Agreement sets forth the terms and conditions for the requested use of the public right-of-way.

2. EFFECTIVE DATE AND TERM

A. Effective Date. This Agreement shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Agreement before the Effective Date and shall have no obligation for any performance before the Effective Date or after the expiration or termination of this Agreement.

B. Term. This Agreement shall commence on the Effective Date and expire on July 1, 2026.

C. Termination. This Agreement may be terminated as set forth in this **§2.C**. Upon termination, Licensee shall remove—at its own expense—all objects, materials, and other obstructions placed on the Premises. If Licensee refuses to promptly remove such obstructions, the City may remove all such obstructions and the Licensee shall be liable for all expenses of such removal.

i. Discontinued Use. The City shall have the exclusive right to immediately terminate this Agreement should Licensee or a subsequent owner discontinue use of the premise.

ii. Termination for Convenience. At any time prior to completion of services specified under this Agreement, the City may terminate the Agreement for any reason by submitting written notice via certified or registered mail to the Licensee, not less than fifteen (15) days prior to the termination date, of its intention to do so. The Licensee shall make no claim against the City by reason of such termination.

iii. **Breach.** The City shall have the exclusive right to terminate this Agreement if Licensee is in breach of this Agreement. The City shall provide 7 days written notice in advance of the termination date.

3. DEFINITIONS

A. "Effective Date" means the date on which this Agreement is approved and signed by the City as shown on the signature page of this Agreement.

B. "Encumbrance Fee" means the sum of the encumbrance application fee and the square foot use fee annually set by the City.

C. "Party" means the City or Licensee and "Parties" means both the City and Licensee.

D. "Premises" means the street and sidewalk right-of-way on the West side of North Avenue and the South side of Institute Road adjacent to Burlington High School.

E. "Property" means the Burlington School District building lot located at 52 Institute Road in Burlington, Vermont, inclusive of the construction fencing, temporary sidewalk, and parking restriction that are the subject of this Agreement.

4. GRANT OF LICENSE

The City hereby grants to Licensee a license to maintain construction fencing, a temporary pedestrian sidewalk path, and removal of on street public parking in the public right-of-way adjacent to 52 Institute Road, on the West side of North Avenue and the South side of Institute Road, covering a total area of 3,600 sq. ft. for the term set forth in **§2.B** of this Agreement. Licensee may use and maintain the occupied portion of the greenbelt and parking stall existing in the City's right-of-way and must be maintained and placed exactly as described in the plan approved by the Department of Public Works, which is attached hereto as Attachment C.

5. LICENSE CONDITIONS

The Premises shall be maintained in accordance with all conditions set by DPW. Such conditions shall include the following enumerated conditions, but may also be supplemented by DPW upon reasonable notice in the event DPW determines that the public safety, health and or welfare require such supplemental conditions:

A. Licensee shall take all reasonable precautions to protect the public from potential hazards resulting and emanating from the Premises due to activities related to the uses for which this encumbrance is permitted.

B. Licensee shall control the dust and dirt and other debris on the encumbered area and adjoining areas, including picking up and sweeping such dust, dirt and debris. Licensee shall submit a dust control and street sweeping plan to DPW's excavation inspector detailing the activities it shall take to control such dust, dirt and debris. Licensee shall take all additional reasonable activities requested by DPW to control such dust, dirt and debris. Licensee shall maintain all construction barriers and keep them in good, working condition. All costs associated with the maintenance and upkeep of construction barriers are solely the responsibility of Licensee.

C. Licensee shall not allow obstructions and interferences in the lines of sight on the Premises or the adjacent construction site.

D. Licensee shall institute and properly maintain a traffic control plan for all types of vehicles and for pedestrians such that said vehicles and pedestrians are protected from hazards and dangers emanating from the Premises and the associated construction site and related construction activities. Licensee shall erect proper signage to redirect pedestrians safely from the Premises. Licensee shall submit a traffic control plan for pedestrians, including a plan for signage, to DPW's excavation inspector detailing the activities it shall take to control such pedestrian traffic. Licensee shall take all additional reasonable activities requested by DPW to control such pedestrian traffic. Licensee shall submit a traffic control plan for vehicles, including a plan for signage, to DPW's excavation inspector detailing the activities it shall take to control such vehicular traffic. Licensee shall take all additional reasonable activities requested by DPW to control such vehicular traffic or pedestrian traffic to provide collaboration or cooperation with adjacent projects. DPW reserves the right to request modifications and alterations to the vehicular or pedestrian traffic control to ensure public safety throughout the duration of the project, with all costs borne by Licensee to implement those changes.

E. Licensee shall protect all the utilities located on, about, adjoining, and adjacent to the Premises and shall protect all utilities regardless of their proximity to the Premises from all manner of harm and damage caused by activities conducted on or about or in connection with Licensee's use of the Premises. Licensee shall submit a utility protection plan to DPW's excavation inspector detailing the activities it shall take to protect such utilities. Licensee shall take all additional reasonable activities requested by DPW to protect such utilities.

F. Licensee shall not maintain or store any toxic or hazardous waste materials or contaminants upon the Premises. Licensee shall defend, indemnify and save the City harmless from any claims, causes of action, penalties, fines or other assessments, or the expense and cost of cleanup arising out of or in connection with said hazardous or toxic materials or contaminants upon said premises caused by Licensee.

G. Licensee shall be responsible for removing, hauling and properly disposing any accumulated snow or ice on the Premises, or adjacent to any construction fences or barriers that cannot be removed by the City's conventional means or methods.

H. If Licensee fails to complete the planned public improvements for restoration of encumbered city right of way, licensee shall be responsible for all associated costs in restoring the street and sidewalk to conditions approved by the Department of Public Works.

6. PAYMENT FOR LICENSE

A. License Fee. Licensee shall pay the City a license fee equal to the applicable Encumbrance Fee, as described in Attachment A.

B. Initial License Fee. By signing this Agreement, the Parties acknowledge that Licensee has paid the City the licensee fee for the fee period ending April 30, 2024.

7. INSURANCE

A. Requirement. Licensee shall maintain in effect throughout the term of this Agreement, and any subsequent renewals, comprehensive public liability insurance with an A rated insurance carrier, or better, qualified to transact business in the State of Vermont, insuring against all legal liability for injuries or damages suffered as a result of the exercise of rights granted pursuant to this Agreement in an amount not less than $1,000,000 each occurrence. The City shall be named as an additional insured on such insurance policy.

B. Evidence. Prior to execution of this Agreement, Licensee shall furnish the City with a certificate of insurance and endorsement that shall include the provision that the City is named as an additional insured. Licensee shall also furnish the City with an endorsement indicating that Licensee shall be given 15 days' written notification prior to cancellation of such insurance for nonpayment of premium and 45 days' written notice for any other reason. Licensee shall take all reasonable efforts to acquire an endorsement providing the City with 10 days' written notification prior to cancellation of such insurance for nonpayment of premium and 30 days' written notification for any other reason. If such endorsement is not reasonably available then Licensee shall provide the City with notification of any impending cancellations within three days after receipt of such notice from its insurance carrier. The current certificate of insurance and applicable endorsements are attached to this Agreement as Attachment D.

C. Continuing Obligation. Licensee shall provide the City with an updated certificate of insurance and applicable endorsements annually on or before the certificate's stated expiration. It is the responsibility of Licensee to ensure that a current certificate of insurance is on file with the City at all times.

8. INDEMNIFICATION

The Licensee shall indemnify, defend, and hold harmless the City and its officers and employees from liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the Licensee's acts and/or omissions, and the acts and/or omissions of Licensee's contractors and subcontractors under this Agreement. If the City, its officers, agents, or employees are notified of any claims asserted against it to which this indemnification provision may apply, the City shall immediately thereafter notify the Licensee in writing that a claim to which the indemnification provision may apply has been filed. Licensee shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The City retains the right to participate, at its own expense, in the defense of any claim, and to approve all proposed settlements of clams to which this provision applies. Under no conditions shall the City be obligated to indemnify the Licensee or any third party, nor shall the City be otherwise liable for expenses or reimbursement including attorney's fees, collection costs, or other costs of the Licensee or any third party.

9. RESPONSIBILITY FOR SUPERVISION:

The Licensee shall assume primary responsibility for general supervision of its contractors and any subcontractors for all work performed under the Agreement and shall be solely responsible for all procedures, methods, and work performed under the Agreement. The Licensee shall be responsible to the City for all acts or omissions of its contractors and subcontractors and any other person performing work under this Agreement.

10. PUBLIC RELATIONS:

Throughout the performance of the work, the Licensee will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Licensee shall conduct themselves with propriety.

11. PERMITS

Licensee shall be responsible for obtaining all necessary City and/or State permits prior to placement, repair, or reconstruction.

12. NUISANCES PROHIBITED

Licensee shall not—during the term of this Agreement—on or in the Premises, maintain, commit, or permit the maintenance or commission of any nuisance or violation of any applicable City ordinance, State or Federal statute, or controlling law, regulation, or condition imposed whether existing at the time of commencement of this Agreement or enacted, amended, or otherwise put into effect during the term of this Agreement.

13. INSPECTION OF WORK:

The City shall, at all times, have access to the Premises for the purposes of inspection and the Licensee shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Licensee shall permit the City or representative for the City the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Licensee.

14. ASSIGNMENT OF RIGHTS

If Licensee sells the Property, Licensee may temporarily assign the rights granted herein to the new owner of the Property for a period of 60 days after closing. Any subsequent owner of the Property shall execute a new agreement with the City and provide proof of insurance within the 60 day period. Failure to comply with this **§11** shall constitute a discontinued use under **§2.C.i** of this Agreement.

15. LIMITATION OF RIGHTS

Licensee acknowledges that no property or other right is created other than that specifically defined and limited by this Agreement.

16. WAIVER

The City's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver. Waiver by the City may only occur through an expressed written waiver signed by an authorized representative of the City. No waiver of a breach of any of the covenants, agreements, or provisions contained in this Agreement shall be construed to be a waiver of any subsequent breach of the same or of any other provision in this Agreement.

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the Parties with respect to the subject matter of this Agreement. All prior representations and understandings related to Licensee's use of the City's right-of-way, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

18. MODIFICATION

Modifications to this Agreement shall only be valid if agreed to in a formal written amendment to this Agreement, properly executed and approved by the Parties.

19. THIRD PARTY BENEFICIARIES

This Agreement does not confer any rights or remedies upon any person or entity other the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement and do not create any right for such third parties.

20. ATTACHMENTS

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

A. Attachment A: Licensee's Application

B. Attachment B: Department of Public Works Encumbrance Recommendation Form

C. Attachment C: Photographs and Sketches of Encroachment

D. Attachment D: Certificate of Insurance

21. ORDER OF PRECEDENT

This Agreement shall control the relationship of the Parties over any conflicting attachment.

— *Signature Page Follows* —

22. SIGNATURE PAGE

Persons signing for the Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect.

The Parties hereto have executed this Agreement

LICENSEE
Anthony Bomgardner
Whiting-Turner Contracting Company

By: _____
Anthony Bomgardner

Date: _____

CITY OF BURLINGTON
Mayor Miro Weinberger

By: _____
Mayor Miro Weinberger
Duly Authorized

Date: _____

EX-A

City of Burlington, VT

05/24/2023

REN-23-9

ROW Encumbrance Permit

Status: Active

Date Created: May 16, 2023

Applicant

Anthony Bomgardner Sr
anthony.bomgardner@whiting-turner.com
52 Institute Road
Burlington, VT 05401
1-203-410-7292

Primary Location

52 Institute Road
Burlington, VT 05408

Owner:

CITY SCHOOL DEPARTMENT / ADMISTRATIVE OFFICES/EED
150 COLCHESTER AV BURLINGTON, VT 05401

Right-of-Way Encumbrance Application

Type of Encumbrance Requested

Long-Term Encumbrance (More than 60 Days)

Encumbrance Description

Closure of all available paring on Institute Road

Location of Encumbrance

Institute Road from North Ave intersection to westward to primary track entrance

The length of Long-Term Encumbrances (years) are negotiated on a case-by-case basis, and may be renewed at the request of the applicant.

Encumbrance Term (Years)

3

Encumbrance Start Date

07/01/2023

Encumbrance End Date

07/01/2026

EX-A1

City of Burlington, VT

05/24/2023

REN-23-10

ROW Encumbrance Permit

Status: Active

Date Created: May 16, 2023

Applicant

Anthony Bomgardner Sr
anthony.bomgardner@whiting-turner.com
52 Institute Road
Burlington, VT 05401
1-203-410-7292

Primary Location

52 Institute Road
Burlington, VT 05408

Owner:

CITY SCHOOL DEPARTMENT / ADMISTRATIVE OFFICES/EED
150 COLCHESTER AV BURLINGTON, VT 05401

Right-of-Way Encumbrance Application

Type of Encumbrance Requested

Long-Term Encumbrance (More than 60 Days)

Encumbrance Description

Sidewalk closure

Location of Encumbrance

West side of North Ave approximately 325' north of the Institute Road and north Ave. intersection

The length of Long-Term Encumbrances (years) are negotiated on a case-by-case basis, and may be renewed at the request of the applicant.

Encumbrance Term (Years)

3

Encumbrance Start Date

06/01/2023

Encumbrance End Date

06/01/2026

EX-B

DEPARTMENT OF PUBLIC WORKS
645 PINE STREET
BURLINGTON, VT 05401
Voice: (802) 863-9094 Ext 3 Fax: (802) 863-0466
Email: dpwpinecustomerservice@burlingtonvt.gov

DPW ENCUMBRANCE RECOMMENDATION FORM

DBA NAME: _____ DATE: 5/22/2023

COMPANY NAME: Whiting-Turner Contracting Co. PHONE: 203-410-7292

CONTACT NAME: Anthony Bomgardner Sr. EMAIL: anthony.bomgardner@whiting-turner.com

MAILING ADDRESS: 195 Church Street, New Haven CT 06510

LOCATION OF ENCUMBRANCE: Burlington High School, North Ave and Institute Rd.

FOR LONG-TERM ENCUMBRANCE, TABLE AND CHAIR ENCUMBRANCE, AND CONSTRUCTION ENCUMBRANCE

1. All encumbrances should be located on private property, if possible. In the opinion of the Excavation Inspector, is there an available alternative location for the requested encumbrance on private property?

   YES [ ] NO [X]

2. Will there be sufficient width for plows, pedestrian access, and ADA requirements if the proposed encumbrance is added to the sidewalk/roadway/greenbelt?

   YES [X] NO [ ]

3. Additional Comments: Pedestrian access will be maintained on North Ave with temporary sidewalk. Parking restriction on Institute Road for construction vehicle access as needed.

4. Has this business remained in compliance to date (RENEWALS ONLY)?

   YES [ ] NO [ ]

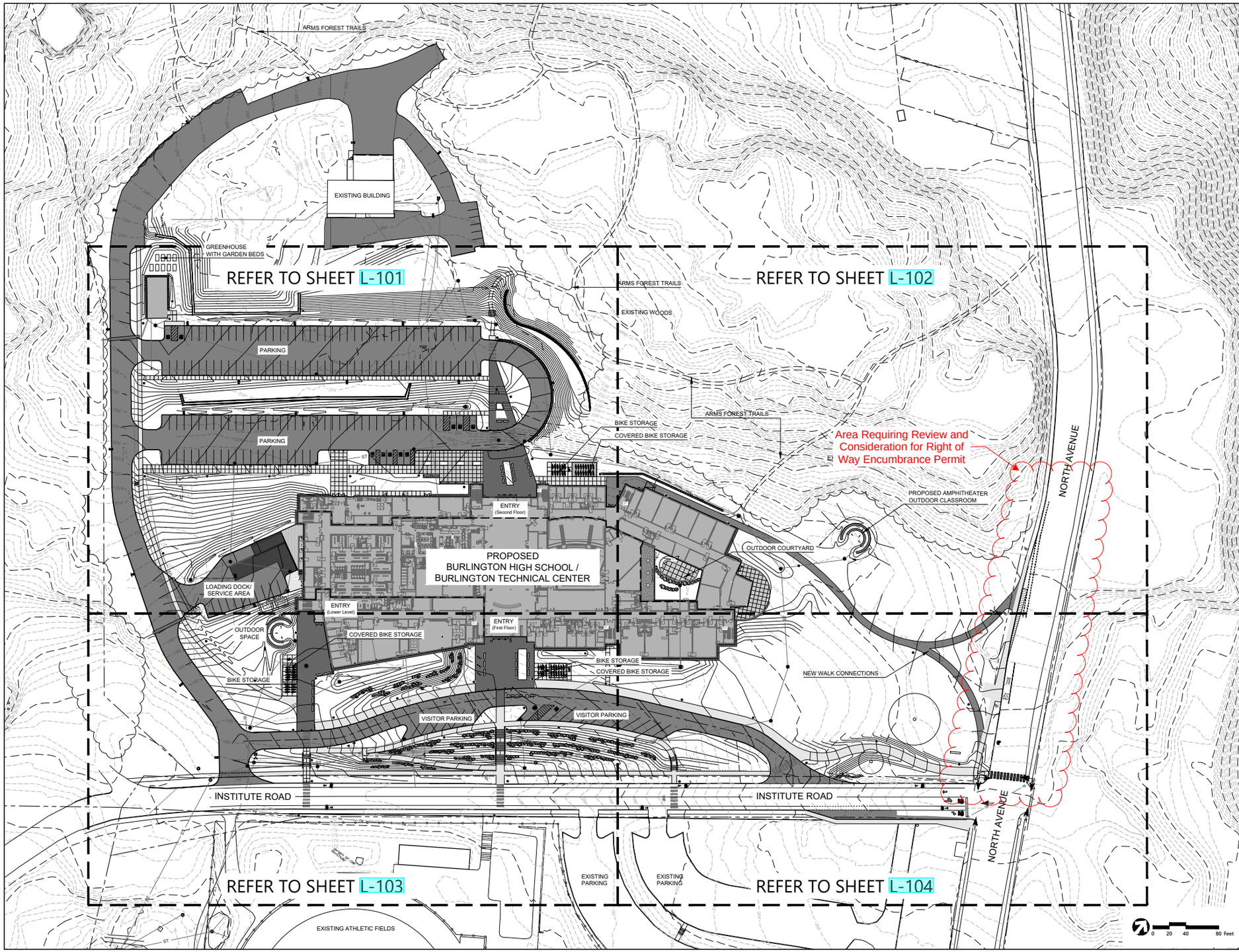
5. Describe the encumbrance, including square footage and location of items: Construction fencing and temporary sidewalk on North Ave. Parking restriction for vehicle turning movements on Institute Rd.

BELOW THIS LINE – DEPARTMENT OF PUBLIC WORKS OFFICE USE ONLY

Approved: Yes [X] No [ ] If no, reason: _____

Signature: Caleb Manna Date: 5/22/2023

EX-C



EARLY BID PACKAGE 1 - NOT FOR CONSTRUCTION

freeman | french | freeman
83 Walk Street · Burlington VT 05401
802-860-6864 · www.ffmc.com
Architecture · Planning · Interiors

Collin Lindberg Architects
208 Byron Ave # 201
Burlington, VT 05401
(802) 864-6350

Bruneau Rosato Architects, Inc.
Normed Civil Building
Building 100, Suite 100, 100
Hartford, VT 05001
(802) 295-2000
www.brarch.com

vhb
Landscape Architecture
40 IBM Drive, Building 100
Suite 102
South Burlington, VT 05403

ISSUED FOR EARLY BID PACKAGE 1 - SITE, FOUNDATION, STEEL, CONCRETE AND ELECTRICAL SWITCHGEAR. DRAWINGS ISSUED ARE IN PROGRESS AND WILL BE PUBLISHED WITH NEW ORIGINATION DATES (NO REVISION CLOUDS) WHEN COMPLETE. ENLARGED ARCHITECTURAL DRAWINGS, DETAILS, AND SIMILAR ARE SHOWN AS REFERENCES, BUT ARE NOT INCLUDED IN THIS SUBMISSION.

BURLINGTON HIGH SCHOOL & BURLINGTON TECHNICAL CENTER

52 INSTITUTE ROAD, BURLINGTON, VERMONT

VHB PROJECT NO.: Proj #2170

ORIGINATION DATE: 01/20/2023

SCALE: 1"=40'

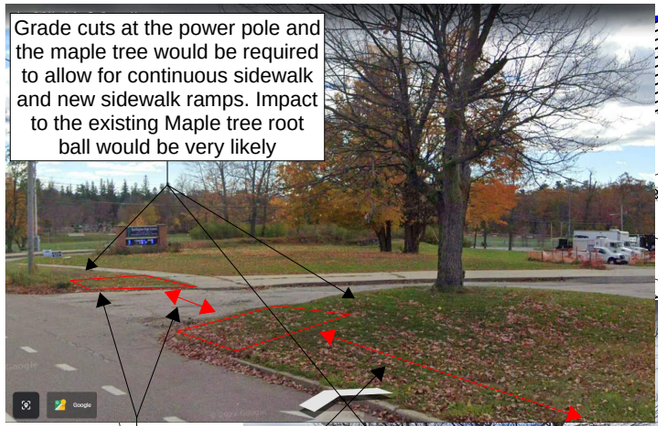
DRAWN BY: JRD/MKW

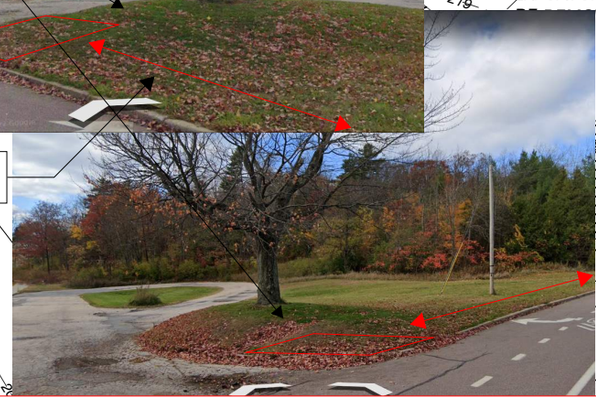
CHECKED BY: MKW

ISSUE DATE:

SHEET CONTENTS: OVERALL LANDSCAPE LAYOUT PLAN

SHEET NO.: L-100





EX-C1

EX. CATCH

Existing Sidewalks within the project limits to be removed and project perimeter fencing to be installed causes impact to pedestrian right of way

CONC. WALK

26" MAPLE

NORTH AVENUE

pedestrian foot traffic crossing a primary construction entrance/exit

Connect temporary asphalt sidewalk to existing concrete sidewalk

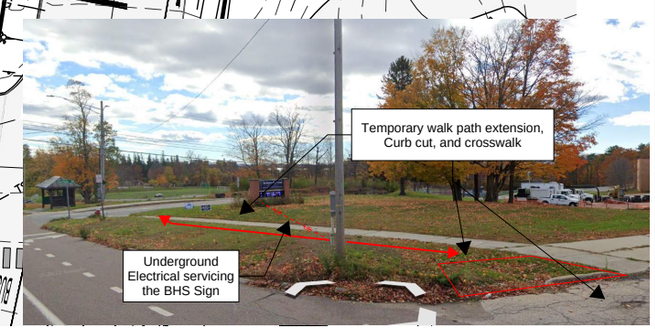
24" SPRUCE

CONC. WALK

ROW Encumbrance Option B

- On the west side of North Ave. remove a portion of the existing concrete sidewalk and extend a temporary bituminous sidewalk south towards Institute road. Provide grade adjustments and ADA sidewalk ramp on either side of the existing Bus loop (Future BHS-BTC Project Construction entrance / Egress) continue the temporary sidewalk south towards Institute road and tie the purposed temporary sidewalk back into the existing sidewalk just prior to institute Road.
- Excavate 8"-10" of existing substrate material from existing sidewalk south to existing Maple tree. Grades and the potential to achieve an acceptable ADA slope would need to be reviewed at the Maple tree and power pole on the opposing side of the bus loop entry location as there is a substantial root ball and grade change in those locations
- Install 6" suitable base material and compact.
- Top with 2" of compacted Class 2 asphalt
- On either side of the bus loop entry provide compliant access ramp
- Provide crosswalk striping connecting the ramps

*** All temporary construction fencing would be adjusted to accommodate the approach**



OWNER:

BURLINGTON SCHOOL DISTRICT

CONTRACTOR:

WHITING-TURNER

LEGEND:

Utilizing "Option B" would create the need to have pedestrian foot traffic crossing a primary construction entrance/exit for the BHS-BTC Project and directly interfacing with construction vehicles, equipment, and deliveries. It would pose a pretty significant impact to the mature 26" existing to remain maple tree. "Option B" would also require grade adjustments to allow for two(2) temporary ADA compliant ramps and a greater amount of new-temporary installs that would need to be relocated at a later point to allow for the rework of the Institute rd. and North Ave. intersection and then removed to allow for final hardscapes / landscapes to be installed. Please reference attached contract drawing L-100 for purposed landscape finishes.

Duration
June 01, 2023 to June 01, 2026

PROJECT NAME:

BURLINGTON HIGH SCHOOL & BURLINGTON TECHNICAL CENTER

PROJECT NO.

WT-019955

REVISION DATE:

April 21 , 2023

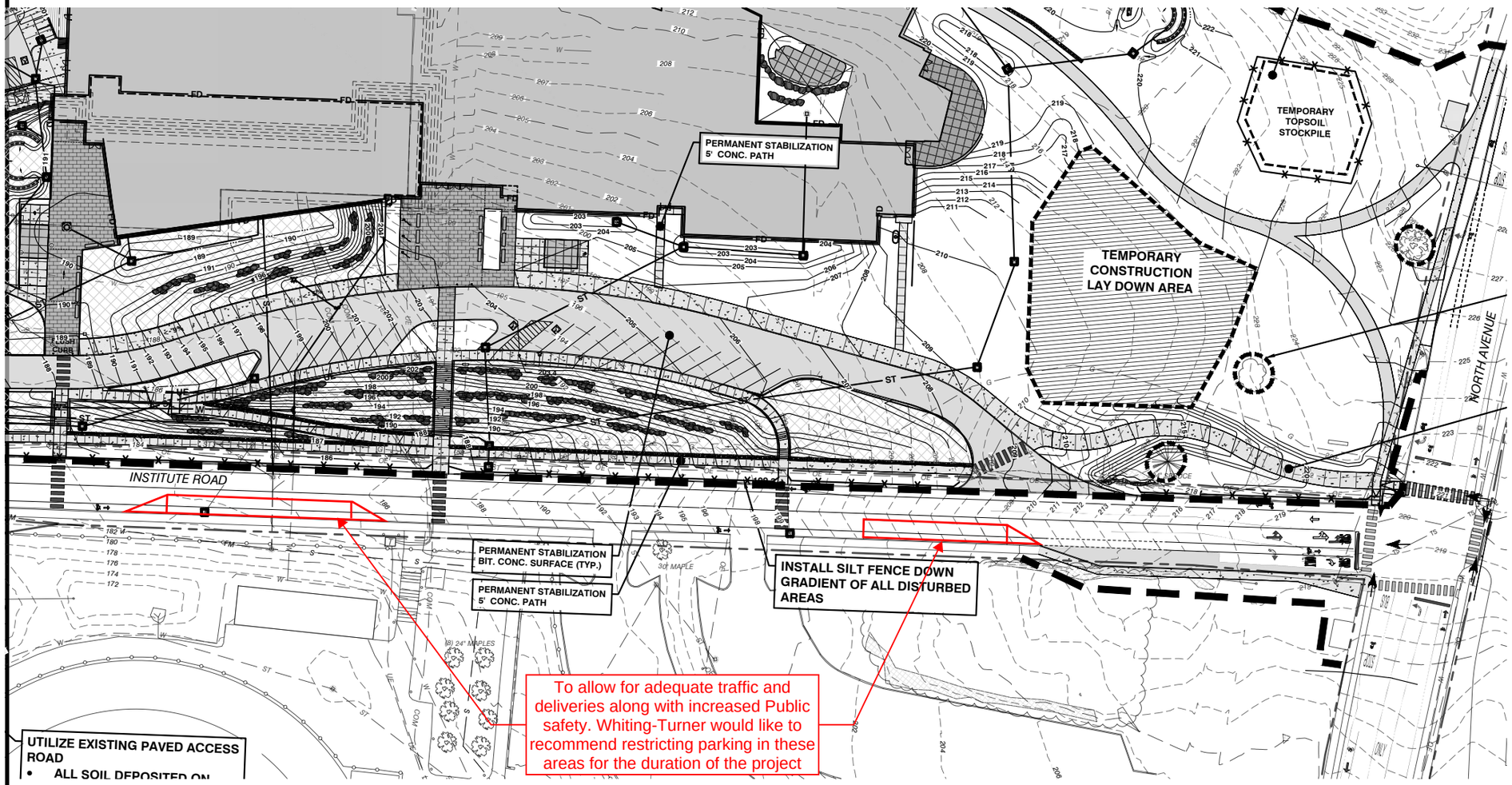
SHEET TITLE:

BHS-BTC North Ave ROW Encumbrance

SHEET NO.

Option-B

EX-C2



OWNER:

BURLINGTON SCHOOL DISTRICT

CONTRACTOR:

WHITING-TURNER

LEGEND:

Duration
July 01, 2023 to July 01, 2026

PROJECT NAME:

BURLINGTON HIGH SCHOOL & BURLINGTON TECHNICAL CENTER

PROJECT NO.

WT-019955

REVISION DATE:

April 21 , 2023

SHEET TITLE:

BHS-BTC Institute Road

SHEET NO.

Parking Restriction

BURLPUB-01 AMERRITT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/8/2023

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

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

PRODUCER
Hickok & Boardman Insurance Group
346 Shelburne Rd
Burlington, VT 05401
EX-D

CONTACT NAME: Amy Merritt
PHONE (A/C, No, Ext): (802) 383-1657 FAX (A/C, No): (802) 658-0541
E-MAIL ADDRESS: amerritt@hbinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Co.	23035
INSURER B : Liberty Insurance Corporation	42404
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
City of Burlington School District
150 Colchester Avenue
Suite 2
Burlington, VT 05401

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		TB2-Z91-449805-032	6/30/2022	6/30/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Sexual Miscond.	$ 1,000,000 $ 300,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			AS2-Z91-449805-022	6/30/2022	6/30/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			TH7-Z91-449805-072	6/30/2022	6/30/2023	EACH OCCURRENCE AGGREGATE Products-Comple	$ 10,000,000 $ 10,000,000 $ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC2-Z91-449805-082	6/30/2022	6/30/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
umbrella/excess policy provides additional limits of coverage above the educator's legal liability coverage (errors and omissions coverage.)

Additional insured status applies in favor of the City of Burlington under the general liability policy for the encumbrance application/permit per terms and conditions of the attached form LC 99 44 0718.
45 Days notice of cancellatoin apply in favor of the certificate holder, other than non-payment (15 days).

CERTIFICATE HOLDER

City of Burlington, Burlington Public Works
645 Pine Street
Burlington, VT 05401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Amy Merritt

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Policy Number
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHOOL AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Paragraph **2.** of provision **L. Medical Payments Limitation – Students** applies only when a Student Medical Expense Limit is shown below:

Student Medical Expense Limit: $ Each Student

A. Professional Services Liability

1. The following is added to Paragraph **1. Insuring Agreement** under **Section I – Coverage A – Bodily Injury And Property Damage Liability**:

"Bodily injury" arising out of the rendering of or failure to render "covered professional services" to others by an "employee" shall be deemed to be caused by an "occurrence" but only if such acts or omissions are committed within the scope of his or her employment by you.

With respect to **Section III – Limits Of Insurance**, Paragraph **5**., any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. With respect to the Professional Services Liability insurance provided by this provision, the following exclusion is added to Paragraph **2.**, **Exclusions** under **Section I – Coverage A – Bodily Injury And Property Damage Liability**:

Professional Services Liability

"Bodily injury" arising out of any act or omission that:

(1) Is in fact criminal, fraudulent, malicious or deliberately dishonest; or

(2) Occurs prior to the inception date of this coverage:

(a) Of which the insured had knowledge before the inception date of this coverage and reasonably could have expected a claim might result; or

(b) For which other valid and collectible insurance is available to the insured.

3. Except with respect to the ownership or operation of an infirmary with facilities for lodging and treatment or a public clinic or hospital, Paragraph **2.a.(1)(d)** under **Section II – Who Is An Insured** does not apply to the rendering of or failure to render "covered professional services" by an "employee" within the scope of his or her employment by you.

4. For the purposes of coverage afforded under this endorsement, the following is added to **Section V – Definitions**:

© 2018 Liberty Mutual Insurance
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

"Covered professional services" means professional services, treatment, advice or instruction provided by nurses, psychologists, mental health counselors, psychometric counselors, occupational or physical therapists, hearing and speech therapists, athletic trainers, emergency medical technicians or paramedics.

5. The insurance afforded under this provision is excess over any of the other professional liability insurance whether primary, excess, contingent or on any other basis.

B. Medical Malpractice Limitation

With respect to the ownership or operation of an infirmary with facilities for lodging and treatment or a public clinic or hospital, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" caused by:

1. The rendering of or failure to render:

a. Medical, surgical, dental, x-ray, or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;

b. Any health or therapeutic service, treatment, advice or instruction; or

c. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming.

2. The furnishing or dispensing of or failure to furnish or dispense drugs or medical, dental or surgical supplies or appliances; or

3. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.

Nursing service, treatment, advice or instruction and health or therapeutic service, treatment, advice or instruction include but are not limited to the rendering of or failure to render "covered professional services" as defined in Paragraph **A.4.** of this endorsement.

C. School Broadcasting And Publication – Personal And Advertising Injury Liability Extension

1. Exclusion **j.(1)** under Paragraph **2.**, **Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability**, does not apply within the scope of your activities as a school.

2. The following is added to **Section IV – Commercial General Liability Conditions**:

Retraction Or Correction Of Erroneous Matter

Retraction or correction shall be promptly made of any matter which has been published or broadcasted through error or mistake, or which is untrue.

3. Paragraph **1.** under **Section V – Definitions** is replaced by:

1. "Advertisement" means an announcement that is broadcast or published in the print, broadcast or electronic media to the general public or specific market segments about goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Announcements that are published include material placed on the Internet or on similar electronic means of communication, but only with respect to your goods, products or services for the purpose of attracting customers or supporters; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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D. Expected Or Intended Injury Extension

Exclusion **a. Expected Or Intended Injury** under Paragraph **2.**, **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

E. Pollution Exclusion – Exception For Classroom Instruction Activities

1. The following is added to provision **(1)(a)** of Exclusion **f.**, **Pollution** under Paragraph **2.**, **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability**:

However, this exclusion does not apply to "bodily injury" or "property damage" that is caused, in whole or in part, by activities usual to classroom instruction on premises you own or rent.

2. When the Total Pollution Exclusion endorsement CG 21 55 or CG 21 65 is made a part of this Policy, Paragraph **1.** above does not apply and the following is added to provision **(1)** of Exclusion **f. Pollution** under Paragraph **2.**, **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** as amended by either endorsement CG 21 55 or CG 21 65:

However, this exclusion does not apply to "bodily injury" or "property damage" that is caused, in whole or in part, by activities usual to classroom instruction on premises you own or rent.

F. Non-Owned Aircraft

Except with respect to the transportation of students, Exclusion **g.**, **Aircraft, Auto Or Watercraft** under Paragraph **2.**, **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to an aircraft that an insured does not own, provided:

1. It is hired or chartered by or loaned to an insured with a trained, paid crew;

2. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating him or her a commercial or airline pilot; and

3. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

G. Unmanned Aircraft

1. Exclusion **g.**, **Aircraft, Auto Or Watercraft** under Paragraph **2.**, **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is amended by adding the following:

This exclusion does not apply to unmanned aircraft operations if the:

(1) Unmanned aircraft weighs less than 55 pounds and has a maximum airspeed of less than 100 miles per hour.

(2) Operations comply with all Federal Aviation Administration Regulations and Requirements pertaining to unmanned aircraft; and

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(3) Operations are included within the insured's operations as a school.

2. The following exclusion is added to Paragraph **2., Exclusions** under **Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to "personal and advertising injury" arising out of unmanned aircraft operations included within the insured's operations as a school.

H. Non-Owned Watercraft

Except with respect to the transportation of students, Exclusion **g.(2)**, **Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

(2) A watercraft you do not own that is not being used to carry persons or property for a charge;

The insurance afforded under this provision is excess over any of the other insurance whether primary, excess, contingent or on any other basis.

I. Transportation Of Students Limitation

With respect to the transportation of students, Exclusion **g.**, **Aircraft, Auto Or Watercraft** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, "loading or unloading" or entrustment to others of any aircraft, "auto" or watercraft that is owned, operated or hired by any insured. For the purpose of this exclusion the word hired includes any contract to furnish transportation of your students to and from schools.

This exclusion applies even if the claims against the insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

J. Personal Property Of Others – Care, Custody Or Control Extension

1. We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to personal property of others while in the insured's care, custody or control. This insurance applies only to "property damage" arising out of the insured's operations as a school.

2. Except with respect to "property damage" resulting from the use of elevators, Exclusion **j.(4)**, under Paragraph **2.**, **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability**, does not apply to the coverage provided by this provision.

3. Subject to **4.** below, the most we will pay for "property damage" to personal property of others while in the insured's care, custody or control arising from any one "occurrence" is $100,000. This amount is subject to the Each Occurrence Limit described in Paragraph **5.** of **Section III – Limits Of Insurance**.

4. The most we will pay for the sum of all "property damage" to personal property of others while in the insured's care, custody or control in an annual policy period is $100,000. This amount is subject to the General Aggregate Limit described in Paragraph **2.** of **Section III – Limits Of Insurance**.

5. We will not pay for "property damage", under this provision, until the amount of "property damage" exceeds $250.

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K. Medical Payments Extension

If **Coverage C – Medical Payments** is not otherwise excluded from this Coverage Part:

1. Paragraph **7.** of **Section III – Limits Of Insurance** is replaced by the following:

7. Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person other than your student. The Medical Expense Limit is the greater of:

a. $15,000; or

b. The Medical Expense Limit shown in the Declarations.

2. Subparagraph **(b)** of Paragraph **1.a. Insuring Agreement** under **Coverage C – Medical Payments** is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

L. Medical Payments Limitation – Students

1. If **Coverage C – Medical Payments** is not otherwise excluded from this Coverage Part, the following is added to Paragraph **2.**, **Exclusions** under **Section I – Coverage C – Medical Payments**:

We will not pay expenses for "bodily injury" to your students.

2. When a Student Medical Expense Limit is shown in the Schedule of this endorsement, Paragraph **1.** of this provision does not apply and the following is added to **Section III – Limits Of Insurance**:

Subject to **5.** above, the Student Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one of your students.

M. Increased Cost Of Bail Bonds And Loss Of Earnings – Extension Of Supplementary Payments – Coverages A And B

Supplementary Payments – Coverages A And B is amended as follows:

1. Paragraph **1.b**. is replaced by the following:

b. Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

N. Criminal Acts Defense Expense Coverage

1. The following is added to **Supplementary Payments – Coverages A And B**:

Subject to a Criminal Acts Defense Expense Coverage Aggregate Amount of $50,000 and at your request, we will reimburse the insured for "defense expenses" incurred in the defense of a criminal action or criminal proceeding brought against the insured and commencing during the policy period but only if:

a. The criminal action or criminal proceeding arose from acts committed within the scope of employment by you or while performing duties related to the conduct of your business; and

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b. The insured is acquitted or the charges are dropped; and

c. The "defense expenses" are reported to us within one year of the acquittal or dropped charges.

We have no duty to defend the insured. The insured must select an attorney of his or her choice for representation in the criminal action or criminal proceeding. Our obligation to reimburse "defense expenses" ends when the Criminal Acts Defense Expense Coverage Aggregate Amount has been used up in the reimbursement of "defense expenses".

2. The coverage provided under Paragraph **1.** of this provision does not apply to "defense expenses" incurred for:

a. Appeals after a guilty verdict is rendered at the first trial;

b. Any retrial upon an entry of a mistrial after verdict; or

c. Any retrial after appeal.

3. Regardless of the number of insureds, criminal actions or criminal proceedings, the Criminal Acts Defense Expense Coverage Aggregate Amount is the most we will reimburse all insureds under Paragraph **1.** of this provision for the sum of all "defense expenses". If the policy period is for more than one year, the Criminal Acts Defense Expense Coverage Aggregate Amount applies separately to each consecutive annual period, and to any remaining period of less than 12 months starting with the beginning of the policy period. But if the policy period is extended after issuance for less than 12 months, the additional period will be deemed part of the last preceding period for the purposes of determining the Criminal Acts Defense Expense Coverage Aggregate Amount.

4. As used in this provision, "defense expenses" means those reasonable and necessary expenses that result from the defense of a specific criminal action or criminal proceeding brought against the insured, including:

a. Attorney and paralegal fees and expenses; and

b. Costs of legal proceedings

"Defense expenses" does not include loss of earnings or any fines or penalties imposed by law.

5. The insurance provided by this provision does not apply if there is available to the insured:

a. Any other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis; or

b. Any other provision of this Policy

that would also apply to the expenses covered under this provision.

O. Extension Of Who Is An Insured

1. Paragraph **2.** of **Section II – Who Is An Insured** is amended to include as an insured:

a. Any of the following but only with respect to their duties in connection with the positions described below:

(1) Any of your trustees or members of your Board of Governors if you are a private charitable or educational institution;

(2) Any of your board members or commissioners if you are a public board or commission; or

(3) Any student teachers teaching as part of their educational requirements.

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b. Any club or organization, if they have been specifically authorized by you, and only with respect to their use of your premises and their activities elsewhere that are within the scope of the authorized purpose of such organization. Clubs or organizations include, but are not limited to:

(1) Parent support groups or booster clubs;

(2) Student groups; or

(3) Alumni groups.

A club's or organization's directors, officers or members are also insureds, while acting within the scope of their duties for such club or organization.

c. Any affiliated subsidiary, organization, board, commission, foundation or endowment that you own or control more than 50% of such entity.

The insurance provided by this provision does not apply if there is available to the insured any other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis that would apply to the insurance provided under this provision.

d. Any of your students who are members of a safety patrol which you have organized or operate, but only for "bodily injury" or "property damage" that occurs while performing duties related to the conduct of such safety patrol. This includes the parents or legal guardian of such student, but only with respect to his or her liability as a parent or guardian because of "bodily injury" or "property damage" arising out of the operation of such safety patrol.

The insurance provided by this provision is excess over any of the other insurance available to the insured, whether primary, excess, contingent or on any other basis.

2. Definitions **5.** and **19.** under **Section V – Definitions**, are replaced by the following:

5. "Employee" includes a "leased worker" or a substitute teacher. "Employee" does not include a "temporary worker".

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a substitute teacher.

P. Coverages A and B Extension – Co-Employees And Volunteer Workers

Except with respect to "bodily injury" or "personal and advertising injury" to a person arising out of employment-related practices, **Section II – Who Is An Insured** is modified as follows:

1. Paragraph **2.a.(1)(a)** is replaced by the following:

2. a. (1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);

2. Paragraph **2.a.(1)(b)** is deleted.

Employment-related practices means refusal to employ that person, termination of that person's employment, or practices, policies, acts or omissions related to employment, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or discrimination directed at that person.

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Q. Newly Acquired Or Formed Organizations

Paragraph **3.a.** of **Section II – Who Is An Insured** is replaced by the following:

a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;

R. Additional Insureds – By Contract, Agreement Or Permit

1. Paragraph **2.** under **Section II – Who Is An Insured** is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your Policy to provide insurance such as is afforded under this Coverage Part. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or part, by:

a. Your ongoing operations performed for that person or organization;

b. Premises or facilities owned or used by you; or

c. Your maintenance, operation or use of equipment rented or leased to you by such person or organization.

With respect to Paragraph **1.a.** above, a person's or organization's status as an insured under this provision ends when your operations for that person or organization are completed.

With respect to Paragraph **1.b.** above, a person's or organization's status as an insured under this provision ends when their contract or agreement with you for such premises or facilities ends.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This provision does not apply:

a. Unless the written contract or agreement has been executed, or permit has been issued, prior to the "bodily injury", "property damage" or "personal and advertising injury";

b. To "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, in the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project;

c. To the rendering of or failure to render any professional services including, but not limited to, any professional architectural, engineering or surveying services such as:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

(2) Supervisory, inspection, architectural or engineering activities;

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d. To "bodily injury", "property damage" or "personal and advertising injury" arising out of any act, error or omissions that results from the additional insured's sole negligence or wrongdoing;

e. To any lessor of equipment after the equipment lease expires, or

f. To any person or organization included as an insured by a separate additional insured endorsement issued by us and made a part of this Policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

S. Additional Insured – Vendors

1. Paragraph **2.** of **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) that distribute or sell "your products" in the regular course of their business, hereafter referred to as vendors, to whom you are obligated by a written agreement to procure additional insured coverage under your Policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

2. Exclusions

With respect to the insurance provided by this provision, the following additional exclusions apply:

a. This insurance does not apply to:

(1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(2) Any express warranty unauthorized by you;

(3) Any physical or chemical change in the product made intentionally by the vendor;

(4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(a) The exceptions contained in Paragraphs **(4)** or **(6)**; or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

b. This insurance does not apply to any insured person or organization, from which you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. The insurance afforded to any person or organization as an insured under this provision:

a. Applies only to coverage and minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the Limits of Insurance provided by this Policy;

b. Does not apply to any person or organization for any "bodily injury" or "property damage" if any other additional insured endorsement attached to this Policy applies to that person or organization with regard to the "bodily injury" or "property damage";

c. Applies only if the "bodily injury" or "property damage" occurs subsequent to the execution of the written agreement; and

d. Applies only if the written agreement is in effect at the time the "bodily injury" or "property damage" occurs.

T. Primary And Noncontributory Additional Insured Extension

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

The following is added to Condition **4., Other Insurance** under **Section IV – Commercial General Liability Conditions**:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your Policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

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U. Property Damage Liability – Elevators

1. Paragraphs **(3)**, **(4)**, and **(6)** under Exclusion **j.**, **Damage To Property** of **Section I – Coverage A – Bodily Injury And Property Damage Liability**, do not apply if such "property damage" results from the use of elevators.

2. The insurance afforded by this provision is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is property insurance.

V. Damage By Fire, Lightning, Explosion, Smoke Or Leakage

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability**:

   a. The fourth from the last Paragraph of Exclusion **j.**, **Damage To Property** is replaced by the following:

   Paragraphs **(1)**, **(3),** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance**.

   b. The last Paragraph is replaced by the following:

   Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance.**

2. Paragraph **6.** under **Section III – Limits Of Insurance,** is replaced by the following:

   6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems, while rented to you or temporarily occupied by you with permission of the owner. This limit is the greater of:

   a. $500,000; or

   b. The amount shown in the Declarations for Damage To Premises Rented To You Limit.

3. The word "fire" is replaced with "fire, lightning, explosion, smoke or leakage from automatic fire protection systems" where it appears in:

   a. **Section IV – Commercial General Liability Conditions**, Condition **4.**, **Other Insurance**, Paragraph **b. Excess Insurance**, Paragraph **(1)(a)(ii)**; and

   b. **Section V – Definitions**, Paragraph **9.a**.

W. Location(s) General Aggregate Limit

1. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I – Coverage C – Medical Payments**, which can be attributed only to operations at a single "location":

   a. A separate Location General Aggregate Limit applies to each "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

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b. The Location General Aggregate Limit is the most we will pay for the sum of all damages under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **Section I – Coverage C – Medical Payments** regardless of the number of:

(1) Insureds;

(2) Claims made or "suits" brought; or

(3) Persons or organizations making claims or bringing "suits".

c. Any payments made under **Section I – Coverage A – Bodily Injury And Property Damage Liability** for damages or under **Section I – Coverage C – Medical Payments** for medical expenses shall reduce the Location General Aggregate Limit for that "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Location General Aggregate Limit for any other "location".

d. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You, and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Location General Aggregate Limit.

2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I – Coverage C – Medical Payments**, which cannot be attributed only to operations at a single "location":

a. Any payments made under **Coverage A – Bodily Injury And Property Damage Liability** for damages or under **Coverage C – Medical Payments** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit whichever is applicable; and

b. Such payments shall not reduce any Location General Aggregate Limit.

3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Location General Aggregate Limit.

4. For the purposes of this provision, the following is added to **Section V – Definitions**:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

5. The provisions of **Section III – Limits Of Insurance** not otherwise modified by this provision shall continue to apply as stipulated.

X. Waiver Of Transfer Of Rights Of Recovery Against Others To Us – When Required In A Written Contract Or Agreement With You

The following Paragraph is added to Condition **8.**, **Transfer Of Rights Of Recovery Against Others To Us** under **Section IV – Commercial General Liability Conditions**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

a. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and

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b. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

Y. Knowledge Of Occurrence, Offense, Claim Or Suit

Except with respect to Professional Liability Paragraph **2.(2)(a)** in Section **A.**, **Professional Services Liability** of this endorsement, the following is added to Condition **2.**, **Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV – Commercial General Liability Conditions**:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless your school superintendent, business manager or a person who has been designated by them to receive reports of "occurrences", offenses, claims and "suits" shall have received such notice from the agent, servant or "employee".

Z. Failure To Disclose Hazards And Prior Occurrences

The following is added to Condition **6.**, **Representations** under **Section IV – Commercial General Liability Conditions**:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the Policy shall not prejudice the coverage afforded by this Policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

AA. Liberalization Clause

If we revise this School Amendatory Endorsement to provide more coverage without additional premium charge, your Policy will automatically provide the coverage as of the day the revision is effective in your state.

BB. Bodily Injury Redefined

The definition of "bodily injury" in Paragraph **3.** of **Section V – Definitions** is replaced by the following:

3. "Bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

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External Status
Application sent to municipality

Business Entity Name
Little Bodega LLC

Town Clerk/ Municipal Jurisdiction
Burlington

Phone number:

Historical Id
TOBC

Applicant Email
jordan.lewis.90@gmail.com (mailto:jordan.lewis.90@gmail.com)

Application Type
License

Renewal Application

Application For
Tobacco License

Applicant Action Comments

Town User Approval/Rejection Comments

License/Permit Location Description

* recommended for approval @ 6/14/23 lc mtg. lo

Eligibility of Tobacco Fee waiver
Yes

Town Fee
0

Business Entity Phone
8023809987

Location Details

Physical Location Name
Henry Street Deli Mart

Physical Location City/Town
Burlington

Physical Location Street 1
11 Henry Street

Physical Location State
Vermont

Physical Location Street 2/Unit/Suite

Physical Location Zip
05401

Home (/DLLLicenseManagment/s/)

Application
DLL - Application - 29246

Approve Reject Applicant Action Required Town Payment Received Download

APPLICATION DETAILS RELATED INFORMATION

Application Information

DLL - Application Id
DLL - Application - 29246

External Status
Application sent to municipality

Business Entity Name
RGS NEPALI MARKET

Town Clerk/ Municipal Jurisdiction
Burlington

Phone number:

New - tobacco -

Historical Id
TOBC

Applicant Email
laxmiasianmart1563@gmail.com (mailto:laxmiasianmart1563@gmail.com)

Application Type
License

Renewal Application

Application For
Tobacco License

Applicant Action Comments

Town User Approval/Rejection Comments
You have submitted this application to the wrong town. This should be sent to Burlington, not the town of Chittenden.

License/Permit Location Description

Eligibility of Tobacco Fee waiver
Yes

Town Fee
0

Business Entity Phone
6155094932

* recommended for approval
@ 6/14/23 lc mtg lw

Location Details

Physical Location Name
RGS NEPALI MARKET

Physical Location City/Town
Burlington

Physical Location Street 1
1563 North Avenue

Physical Location State
Vermont

Home (/DLLLicenseManagment/s/)

Application
DLL - Application - 29305

Approve Reject Applicant Action Required Town Payment Received Download

APPLICATION DETAILS RELATED INFORMATION

Application Information

Primary Phone No

Primary Contact Person

DLL - Application Id
DLL - Application - 29305

Internal Status
Application sent to municipality

Business Entity Name
RGS NEPALI MARKET

External Status
Application sent to municipality

Business Entity Phone
6155094932

Historical Id
TSEP

Foundational License

Application Type
Permit

Renewal Application

Application Category
Tobacco

Town User Approval/Rejection Comments

Application For
Tobacco Substitute Endorsement

Contact Engagement

Applicant Email
laxmiasianmart1563@gmail.com (mailto:laxmiasianmart1563@gmail.com)

Applicant Name:

Applicant Action Comments

License/Permit Location Description

New - tobacco Substitute Endorsement -

Event Details

Start date of event

CITY COUNCIL WITH MAYOR PRESIDING

2023 COMMISSION/BOARD
APPOINTMENT WORKSHEET

Commission/Board	Term Expiration	Name of Person to Appoint
Airport Commission	06/30/26	Chip Mason
Board of Assessors	03/31/26	Jonathan Chapple-Sokol*
Cemetery Commission	06/30/26	Mary Stilley Wesley *
Cemetery Commission	06/30/26	Martha Marshall Dallas
Conservation Board	06/30/27	Miles Waite *
Conservation Board	06/30/27	Hannah Brislin *
Conservation Board	06/30/27	Readvertise
Design Advisory Board	06/30/26	Jay White *
Design Advisory Board	06/30/26	Richard Martin
Design Advisory Board – alternate	06/30/26	Kathleen Ryan
Design Advisory Board – alternate	06/30/26	Readvertise
Development Review Board-alternate	06/30/24	Evan Gould
Development Review Board – alternate	06/30/26	Readvertise
Development Review Board	06/30/26	Sean McKenzie *
Development Review Board	06/30/26	Readvertise
Electric Light Commission	06/30/26	Lara Bonn *
Electric Light Commission	06/30/26	Scott Moody *
Fire Commission	06/30/26	Ashley Bond *
Fire Commission	06/30/26	Monica Chapman *
Board of Health	06/30/26	Celia Bird *
Board of Health	06/30/26	Jennifer Tomczak*
Parks and Recreation Commission	06/30/26	Harley Johnson *
Parks and Recreation Commission	06/30/26	Lee Morrigan *
Planning Commission	06/30/26	Andy Montroll*
Planning Commission	06/30/26	Erin Malone
Police Commission	06/30/26	Mary Cox*

Police Commission	06/30/26	Kevin Garrison*
Public Works Commission	06/30/26	Jim Barr*
Public Works Commission	06/30/26	Justine Sears
Retirement Board	06/30/26	David Mount *
Board of Tax Appeals	06/30/26	Andrew Champagne *
Board of Tax Appeals	06/30/26	David Maher *
Board of Tax Appeals	06/30/26	Meg McGovern*
Board of Tax Appeals	06/30/26	Readvertise
Vehicle for Hire Licensing Board	06/30/24	Stephen Hamlin
Vehicle for Hire Licensing Board	06/30/25	Readvertise
Vehicle for Hire Licensing Board	06/30/25	Readvertise
Board for Registration of Voters	06/30/28	Lesley Erin Gendron
Board for Registration of Voters	06/30/28	Readvertise

CITY COUNCIL

2023 COMMISSION/BOARD
APPOINTMENT WORKSHEET

Commission/Board	Term Expiration	Name of Person to Appoint
Chittenden County Regional Planning Commission-alt	06/30/25	Readvertise
Chittenden County Regional Planning Commission	06/30/25	Andy Montroll*
Church Street Marketplace Commission	06/30/26	Becky Holt *
Church Street Marketplace Commission	06/30/26	Erik Monsen *
Church Street Marketplace Commission	06/30/26	Readvertise
Chittenden Solid Waste District – alternate	05/31/24	Readvertise
Fence Viewer	06/30/24	Paul Schmidt*
Fence Viewer	06/30/24	Shay Totten*
Fence Viewer	06/30/24	Readvertise
GMT Board – alternate	06/30/26	Floor Vote

Green Mountain Transit Board	06/30/26	Floor Vote
Housing Board of Review	06/30/26	Readvertise

CITY COUNCIL WITH MAYOR PRESIDING

2023 COMMISSION/BOARD
APPOINTMENT WORKSHEET

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Vehicle for Hire Licensing Board	06/30/25	Readvertise
Board for Registration of Voters	06/30/28	Lesley Erin Gendron
Board for Registration of Voters	06/30/28	Readvertise

CITY COUNCIL

2023 COMMISSION/BOARD
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Fence Viewer	06/30/24	Readvertise
GMT Board – alternate	06/30/26	Floor Vote

Green Mountain Transit Board	06/30/26	Floor Vote
Housing Board of Review	06/30/26	Readvertise

'23 MAY 31 PM4:17

OFFICE OF THE CLERK/TREASURER

City of Burlington

City Hall, Room 20, 149 Church Street, Burlington, VT 05401

Voice (802) 865-7000
Fax (802) 865-7014
TTY (802) 865-7142

Full Alternate

APPLICATION FOR: Green Mountain Transit Board/Commission

(Please fill out a separate application for each post)

Vacancies on the Board for Registration of Voters still require your political affiliation

Full Name: Will Anderson Ward: 6

Residence: 236 South Union Street **Political Affiliation**:

Are you a registered Burlington Voter? Yes

Phone (home): 5183228643 Phone (work): 8025228756 Phone (cell): 5183228643

E-Mail Address: willjanderson14@gmail.com

Training or Experience Related to the Commission or Board Post for Which you are Applying:

-Degree in economics and graduate education in public administration

-Regular commuter and everyday rider of GMT buses and other public transit

-Experience in government and nonprofit financial management

-Experience in outreach to community residents, and developing policy based on community feedback

Current Occupation: Budget Analyst, Vermont Department of Finance & Management

Education (list most recent first):

School	Location	Year/Degree
McGill University	Montreal, QC, Canada	BA- Economics, 2019
University of Vermont	Burlington, VT	MPA, expected June 2024

What do you hope to accomplish as a Commissioner/Board Member?

-Increase share of transportation in Chittenden area, thereby reducing carbon emissions from cars

-Advance GMT towards mission of lower carbon emissions

-Explore and promote creative new ideas for public transit as a force for unification and empowerment in our communities.

How did you learn of the opportunity/opening to serve on a Board/Commission?

I have been monitoring the City website for vacancies.

Have you served as a Burlington City Commissioner/Board Member in the past? No.
If the answer is yes, please list any and all appointments and dates you served.

Do you foresee any potential conflicts of interest if you were appointed to the position for which you are applying? no. If so, please explain:

List Two References:

Brian Cina (BCina@leg.state.vt.us)

Barbara Prine (prine05401@gmail.com)

Please use this area to make any further comments regarding your candidacy, especially in regard to your qualification for this position. You may attach additional sheets if necessary.

Signature: Will Anderson Digitally signed by Will Anderson Date: 2023.05.31 15:33:56 -04'00' Date: 5/30/2023

The City of Burlington encourages persons from diverse backgrounds to apply to serve on boards, commissions and committees. The City is committed to providing equal opportunity to all persons without regard to political affiliation, race, color, religion, age, sex, sexual preference, national origin, disability or any other non-merit factor.

'23 MAY 31 AM8:56

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Voice (802) 865-7000
Fax (802) 865-7014
TTY (802) 865-7142

APPLICATION FOR: Green Mountain Transit Board/Commission
(Please fill out a separate application for each post)

Vacancies on the Board for Registration of Voters still require your political affiliation

Full Name: Andrea Suozzo Ward: 6

Residence: 118 Shelburne St. **Political Affiliation**:

Are you a registered Burlington Voter? Yes

Phone (home): Same as cell Phone (work): Same as cell Phone (cell): 646-334-3210

E-Mail Address: asuozzo@gmail.com

Training or Experience Related to the Commission or Board Post for Which you are Applying:

I've been a regular Green Mountain Transit rider since I moved to the Burlington area in 2012, first as a graduate student and later as a commuter. Though I now work from home, I regularly take the bus to do errands and get to appointments. My husband and I chose our house in Burlington for its proximity to two transit lines, which makes it very easy to access his office, groceries, restaurants and other key services without ever needing to drive.

In my professional life, I've spent more than a decade working in journalism, starting out as a reporter, spending many years writing and editing newsletters and managing social media, and then doing data analysis and visualization with datasets large and small.

This work has taught me how to think critically and ask questions; with every story, I need to ask the right questions and talk to subject matter experts to become familiar enough with a topic to communicate it clearly and accurately. These skills will serve me well in learning about GMT beyond the perspective of a rider, and in making *decisions that will help guide the regional transit agency's operations and finances.*

Current Occupation: News Apps Developer. ProPublica

Education (list most recent first):

School	Location	Year/Degree
University of Vermont	Burlington, VT	2014 • MS, Food Systems
Middlebury College	Middlebury, VT	2009 • BA, English Literature

What do you hope to accomplish as a Commissioner/Board Member? '23 MAY 31 AM8:56

As a Green Mountain Transit board member, I hope to work to make sure the agency can provide timely and frequent bus service as ridership recovers after COVID. GMT can play a critical role in helping Burlington and the other communities it serves replace single-rider car trips with public transit — and in serving the parts of our communities where fewer households have access to a car. But to do that, service needs to be predictable and reliable, with service changes and delays communicated promptly. Particularly for trips that don't start or end downtown — say, from the South End to the New North End or Winooski — a trip may take three to five times longer than the same trip by car (and in the evening, even longer).

I also hope to advocate for GMT to use special events to communicate services to a broad range of potential riders. Events like the Burlington Farmers Market, Shelburne Museum Concerts on the Green and sporting events like the Lake Monsters and Vermont Green Football Club could all offer opportunities to run specially timed and routed shuttles, replace car trips, alleviate traffic and tell more people about GMT's regular services.

How did you learn of the opportunity/opening to serve on a Board/Commission?

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Do you foresee any potential conflicts of interest if you were appointed to the position for which you are applying? No If so, please explain:

List Two References:

Matthew Roy
News Editor, Seven Days
(757) 681-2119
matthew@sevendaysvt.com

Jory Hearst
Teacher, Burlington High School
(802) 236-1894
jory.hearst@gmail.com

Please use this area to make any further comments regarding your candidacy, especially in regard to your qualification for this position. You may attach additional sheets if necessary.

I've spent many years working in local news, which prevented me from serving on local boards that I'd potentially be covering as a journalist. I switched jobs several years ago and no longer cover Vermont news, so I'm eager to serve my community in a new capacity.

Signature: Date: 5/30/23

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Full Alternate

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(Please fill out a separate application for each post)

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Full Name: Will Anderson Ward: 6

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CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS

645 Pine Street, Suite A
Burlington, VT 05401
802.863.9094 VOICE
802.863.0466 FAX
802.863.0450 TTY
www.burlingtonvt.gov/dpw

MEMO

TO: Board of Finance/City Council

FROM: Laura K. Wheelock P.E., Senior Public Works Engineer
Julia Ursaki P.E., Public Works Transportation Engineer

RE: City Place Public Improvements Construction Costs

CC: Chapin Spencer, Director of Public Works
Norm Baldwin, P.E., Asst. Director Public Works, City Engineer

DATE: June 12, 2023 (BOF) & June 20, 2023 (CC)

As City Place Partners (CPP) advances work on the private building improvements, they are also looking to advance the Public Improvements on the new sections of Pine Street and St. Paul Street between Bank Street and Cherry Street, as well as the north side of Bank Street and south side of Cherry Street, as defined under the Second Amended and Restated Development Agreement as Amended (ARDA 2.0). Public Improvement elements include:

- Construction of the new street to Great Streets Design Standards;
- Amenities such as decorative lighting, benches, and bike racks;
- Durable materials with granite curbs, paver amenity belts, and new concrete sidewalks;
- Street ecology supported with new trees/plantings with soils cells to support growth;
- Stormwater collection with rain gardens and infiltration within the tree belt through pervious pavers and curb inlets into these practices;

CPP anticipates the start of construction of the Public Improvements during the summer of 2023. As such, they have submitted to the City a schedule of values for the Public Improvements to be completed using their own forces (ARDA 2.0 provision 3.h.ii.F). The work is proposed to be completed by S.D Ireland Brothers, Inc. (SDI). In anticipation of CPP electing to use SDI as their contractor, the City has commissioned Stantec Consulting Services, Inc. (Stantec) to complete a third-party review as allowed under ARDA 2.0. The review analyzes the schedule of values and determines accuracy of the proposed estimate, cost reasonableness of the bid items, and completeness of the schedule of values.

An Equal Opportunity Employer
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The Department of Public Works (DPW) has worked to review the schedule of values along with Stantec and finds that:

- The pricing is competitive with current market pricing for the industry;
- The quantities are an accurate reflection of the work to be completed; and,
- The schedule of values is a thorough representation of the work needed to complete the Public Improvements.

Staff are recommending confirmation of the schedule of values for completion of the Public Improvements under ARDA 2.0 in conformance with the Final Budget for the TIF Waterfall.

Final Budget

In January of 2023, city staff and CPP worked to finalize the budget for the Public Improvements under the TIF Waterfall. This budget is represented below with the schedule of values (SOV) for the Public Improvements being broken out into values listed as 2A and 2B, which relate to conditions within the ARDA for the Public Improvements, and as such, they are tracked separately for purposes of the SOV.

TIF WATERFALL	TIF ELIGIBLE COST
TIER 1 - City's TIF Expenses	
Soft Costs, Property Acquisitions (except 100 Bank)	$750,000
Property Acquisition of 100 Bank	$436,632 (est.)
Tier 1 Total	$1,186,632
TIER 2 – CPP TIF Expenses after September 5, 2020	
Soft Costs (Design, Construction Inspection)	$1,088,035
2A Construction Costs	$7,927,579
Contingency (15%) (2A & Soft Costs)	$1,352,342
2B Construction Costs	$3,673,045
Contingency (15%) (2B)	$550,957
Tier 2 Total	$14,591,958
TIER 3 – Macy's Easement Costs	
CPP Property Acquisition Costs (as agreed 1/15/23)	$0
Tier 3 Total	$0
TIER 4 – Other Costs by City or CPP	
City TIF Expenses for Public Improvements or Additional Public Improvements (60% of any remaining TIF into this Tier)	$1,224,564 (est.)
CPP TIF Expenses prior to Sept. 5, 2020 (Soft Costs, Demo) (40% of any remaining TIF into this Tier)	$1,836,846 (est.)
Tier 4 Total	$3,061,410
TIF WATERFALL - FINAL BUDGET	$18,840,000

The Final Budget is currently based on the funding approved by the City Council at their May 1, 2023 meeting, and is subject to amendment prior to final borrowing as outlined in ARDA 2.0; and as presented to Council.

The total maximum budget for SDI under CPP for the scope of work for the Public Improvements estimated under Items 2A and 2B shall be $11,600,624 with available allowable contingency to be used towards unanticipated changes in quantity of work, or types of work necessary to complete the construction of the Public Improvements shall not exceed $1,903,299; for a total budget of $13,503,923.

Request

Board of Finance

> To approve and recommend that the City Council accept and approve the construction costs of the Public Improvements by S.D. Ireland Brothers, Inc.; and, authorize payment for such construction costs in an amount not greater than $11,600,624, with an additional authorized contingency of $1,903,299, for a total authorized expenditure for such construction costs not to exceed $13,503,923, subject to necessary review and approval by the Chief Administrative Officer and in accordance with ARDA 2.0.

City Council

> To accept and approve construction costs of the Public Improvements by S.D. Ireland Brothers, Inc.; and, authorize payment for such construction costs in an amount not greater than $11,600,624, with an additional authorized contingency of $1,903,299, for a total authorized expenditure for such construction costs not to exceed $13,503,923, subject to necessary review and approval by the Chief Administrative Officer and in accordance with ARDA 2.0.

Board of Finance and City Council Submission Checklist

Department: Public Works Submitter: Laura Wheelock and Julia Ursaki

Title/Subject: City Place Public Improvement Construction Costs

	Approval:	Meeting Date:
☒	Board of Finance	6/12/2023
☒	City Council	6/20/2023
☐	Concurrent	

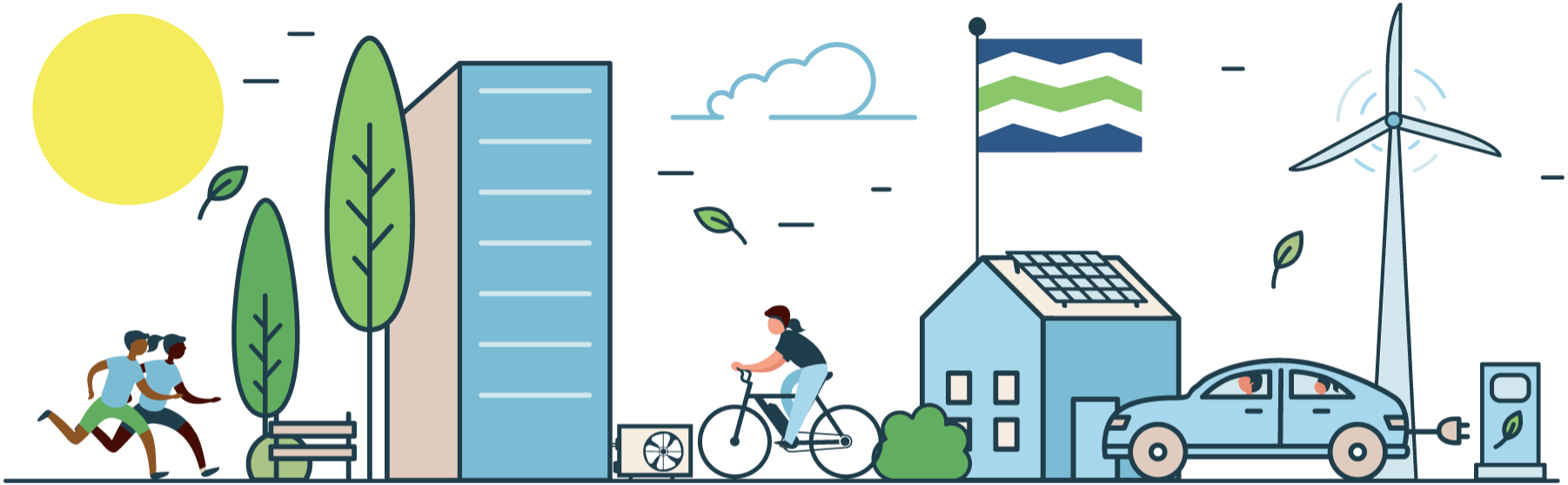
This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	6/8/2023	Chapin Spencer
Mayor's Office informed and approved memo	Yes	6/7/2023	Jordan Redell
Board/Commission, if required	Yes	6/12/2023	BOF
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	6/6/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	6/7/2023	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	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?	No	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	Motions in Memo
If for submission to Council, are sponsors identified?	Yes	BOF



NET ZERO ENERGY

BURLINGTON VERMONT

About Burlington Electric Department (BED)

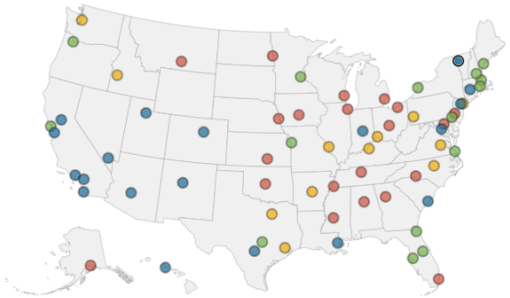
- Burlington's municipal electric utility
  - Public power since 1905
  - 118 employees, including the McNeil Generating Station
  - Third-largest electric utility in Vermont
- 21,000+ customers
  - 17,282 residential, 3,983 commercial and industrial
  - 5,500-6,000 residential accounts turn over each year
- Electricity facts:
  - Summer peak: ~65 MW; annual energy use: ~330,000 MWH
  - McNeil is the largest energy producer in Vermont with Vermont Yankee retirement
  - 100% of power from renewable generation as of 2014

Burlington Most Per Capita Solar in East

Beyond plastic Forests ENVIRONMENT AMERICA TA

Which cities are leading the way on solar power?

Solar Superstar · Solar Star · Solar Builder · Solar Beginner



Solar Cities | Per capita solar (watts per person) | Total solar (MW)

Burlington, VT

Solar Superstar

Watts of solar per person:	222.87
Solar per person rank:	7
Total megawatts of solar:	9.97
Total solar rank:	46

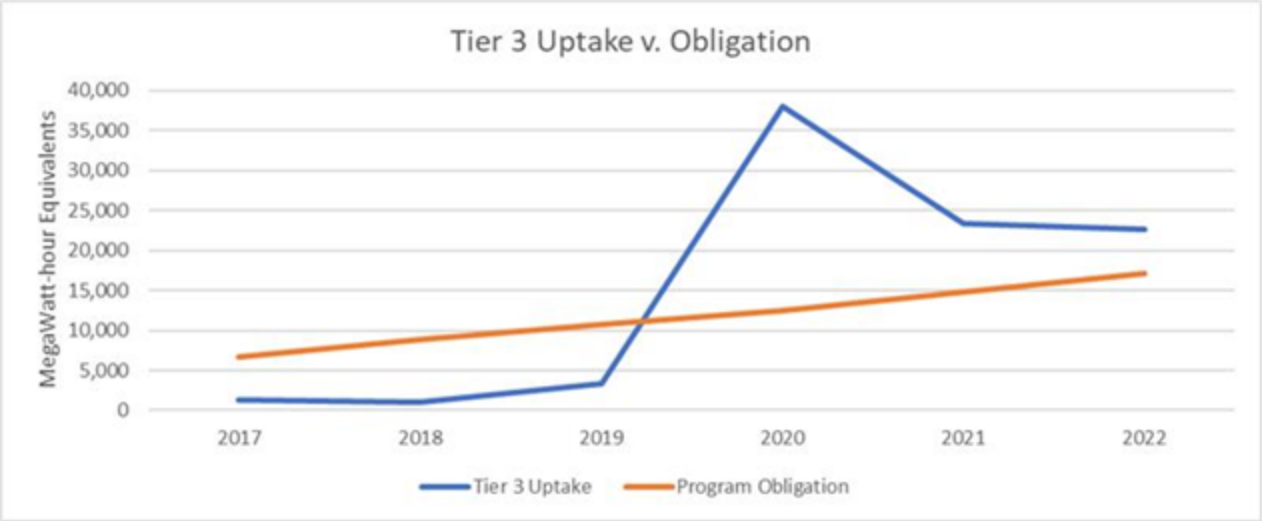
Top cities for solar per capita

1. Honolulu, HI
2. Las Vegas, NV
3. San Diego, CA
4. Albuquerque, NM
5. San Jose, CA
6. San Antonio, TX
7. Burlington, VT
8. New Orleans, LA
9. Phoenix, AZ
10. Washington, DC

Top cities for total solar

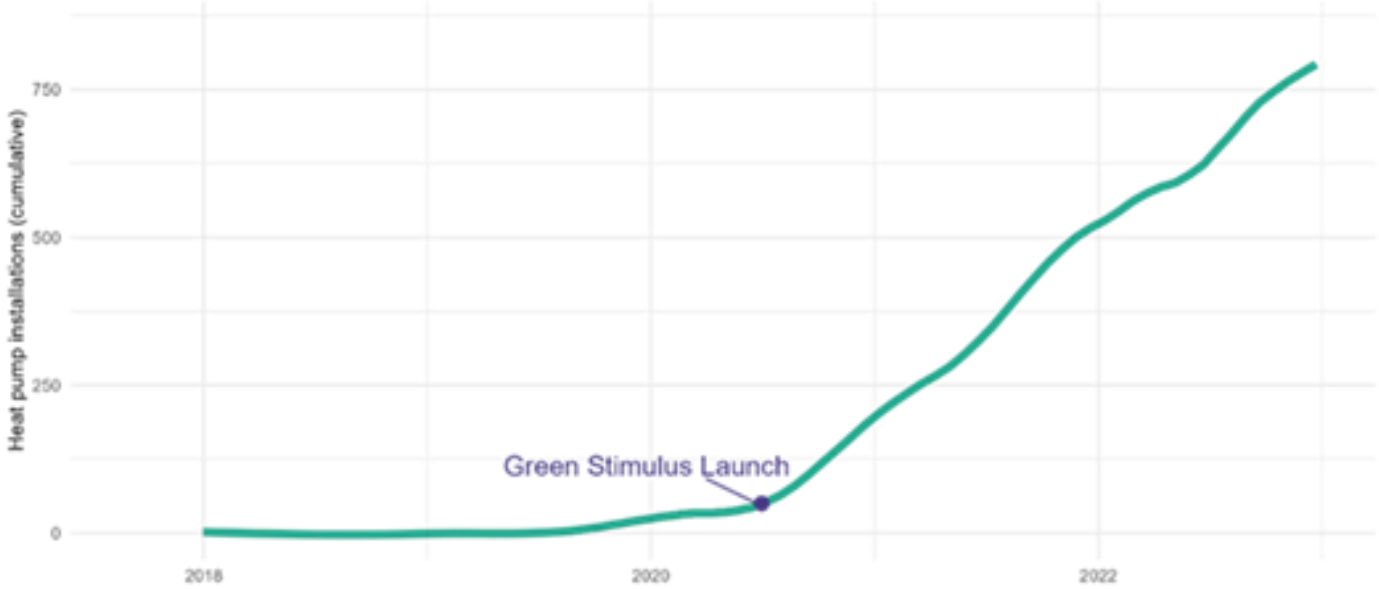
1. Los Angeles, CA
2. San Diego, CA
3. Las Vegas, NV
4. Honolulu, HI
5. San Antonio, TX
6. New York, NY
7. Phoenix, AZ
8. San Jose, CA
9. Albuquerque, NM
10. Washington, DC

https://environmentamerica.org/resources/shining-cities-2022-2/



BED's Tier 3 annual performance for program uptake vs. annual obligation. Note that 2022 Tier 3 Program Obligation and Uptake are not final. For the 2022 Tier 3 Uptake, more measures may be entered for 2022 and the claims must be submitted to the PUC and DPS for verification. The 2022 Program Obligation is based on twelve months of sales ending 11/30/2022 and will slightly adjust when actual December 2022 sales are available.

Tier 3 Residential Heat Pump Installations



NET ZERO ENERGY
BURLINGTON VERMONT

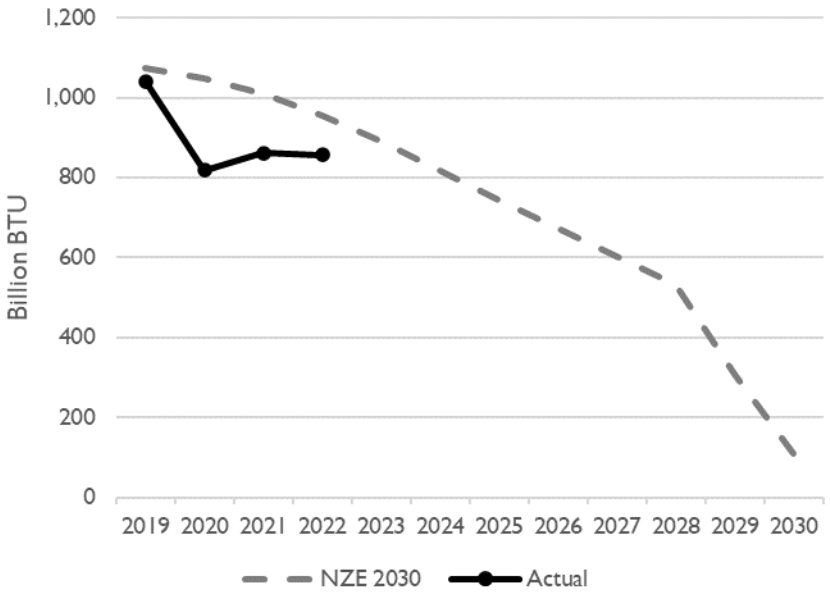
2030 Vision: Make Burlington a Net Zero Energy city by eliminating fossil fuel usage across electric, thermal, and ground transportation sectors. www.burlingtonelectric.com/nze.

The Net Zero Energy Roadmap was adopted by the City Council in September 2019.Burlington's Net Zero Energy Roadmap is the most ambitious local climate change plan in the nation that BED is aware of, *recognized by the Smart Electric Power Alliance as the "first US Net-Zero 2030 plan."*

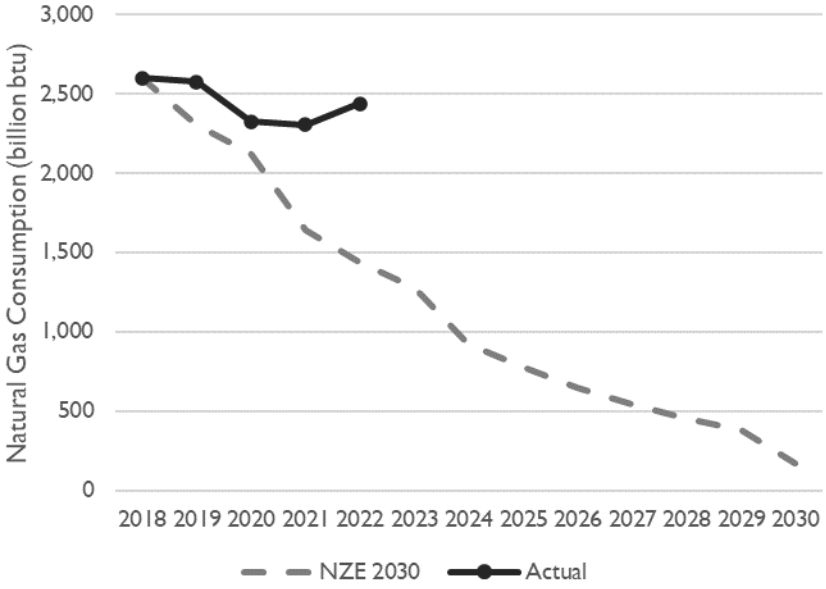
All Departments of the City play a role in supporting implementation. Synapse Energy Economics provides the Roadmap updates, draws from BED, VGS, DMV, and Vermont and Chittenden County travel data.

Synapse Energy Economics Net Zero Energy Roadmap Update for 2023 – Commissioned by BED

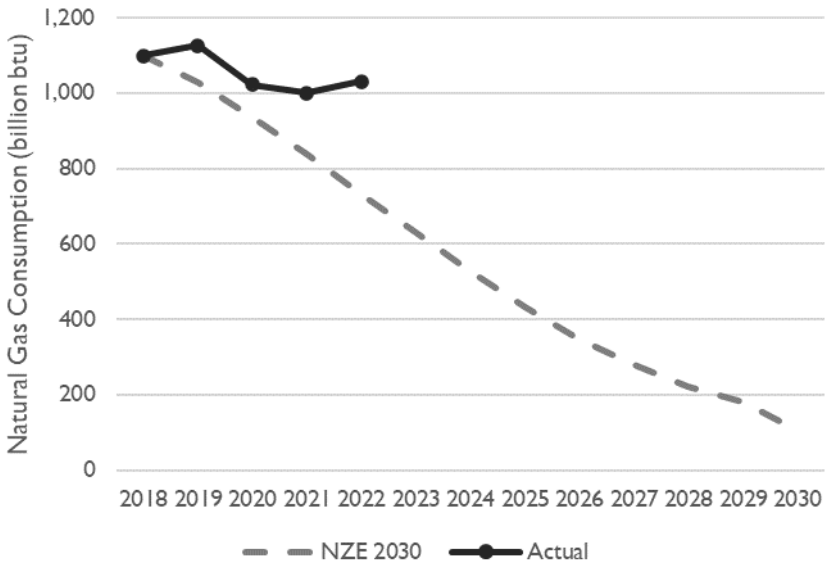
Gasoline and Diesel Consumption – Ahead of Ambitious Roadmap Pace



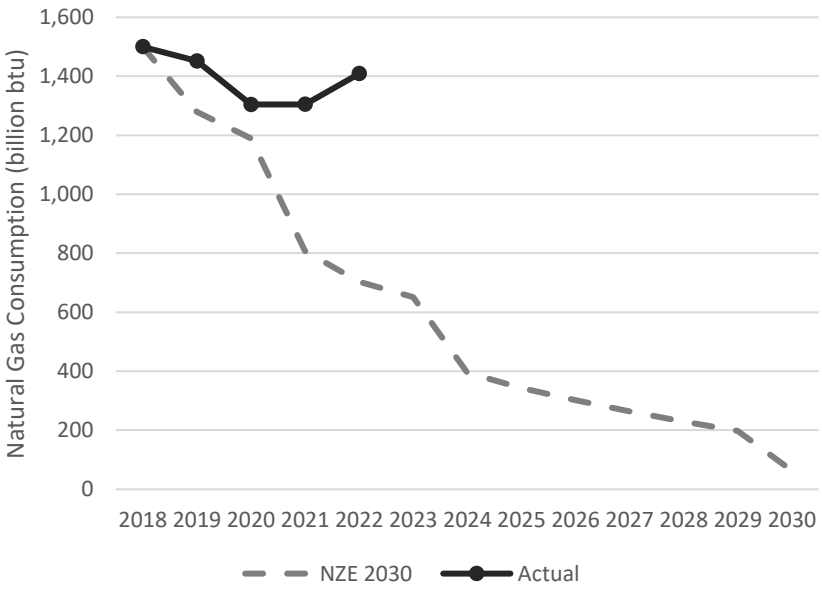
Total natural gas consumption all sectors (not weather normalized)



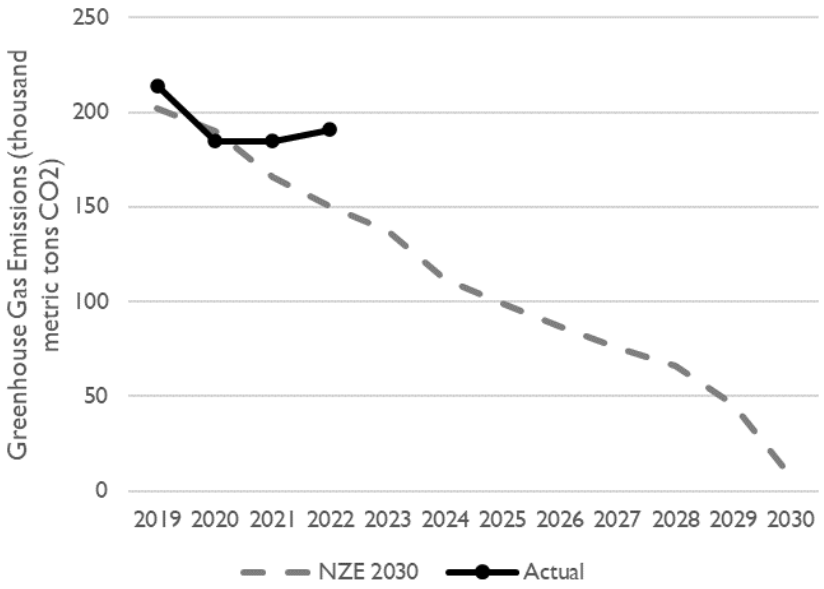
Residential Sector Natural Gas Use



Commercial Sector Natural Gas Use



GHG emissions:
Thermal and Ground Transportation 2019-2022



Key Takeaways from 2022 Roadmap Update:

- Fossil Fuel Use and Greenhouse Gas Emissions in 2022 in Burlington experienced a mild rebound compared to pandemic-impacted 2020.
- Nationally, emissions in 2022 were up 1.3% compared to 2021, and emissions were up 6.5% in 2021, compared to 2020. Burlington 2022 emissions were up 3.2% compared to 2020.
- However, Burlington emissions were still down 11.2% (191 thousand metric tons) in 2022 compared to 2018 levels (215 thousand metric tons);

Key Takeaways from 2022 Roadmap Update (continued):

- On positive side, Burlington remains ahead of Roadmap pace in ground transportation sector, with fuel consumption 10.6% lower than the NZE 2030 benchmark. This is due to continued reduce vehicles, and vehicle miles traveled coming out of the pandemic, along with increases in EV adoption;

- Natural gas, particularly commercial sector, drove much of the rebound in emissions. Factors could include weather, additional usage for building ventilation, and new construction units (pre-renewable heating ordinance) coming online;

- While we have made significant progress on strategic electrification, not yet on pace for the Roadmap goals for heat pumps and EVs;

Key Takeaways from 2022 Roadmap Update (continued):

- Building policies locally – rental weatherization, new construction renewable heating, and carbon pricing – will also begin to impact data in coming few years.
- District energy would make significant impact in reducing commercial sector fossil fuel use in buildings.
- Inflation Reduction Act incentives will provide a boost to EV and heat pump adoption.

BURLINGTON ELECTRIC COMMISSION
585 PINE STREET
BURLINGTON, VERMONT 05401
WWW.BURLINGTONELECTRIC.COM

SCOTT MOODY, CHAIR
BETHANY WHITAKER, VICE CHAIR
LARA BONN
JIM CHAGNON
ROBERT HERENDEEN

To: Mayor Miro Weinberger and Burlington City Council

From: Burlington Electric Commission

Date: June 14, 2023

Re: Annual Commission Report

On behalf of the members of the Burlington Electric Commission, we offer this report to Mayor Miro Weinberger and the City Council about our progress and challenges at Burlington Electric Department (BED) during the past year. Our BED mission is to serve the energy needs of our customers in a safe, reliable, affordable, sustainable, and socially responsible manner. Despite economic challenges remaining from the pandemic and exacerbated by volatile power markets and inflation, BED continues to meet our mission as we pursue Burlington's Net Zero Energy (NZE) goal.

Highlights from the past year include:

- **Making progress along the path to Net Zero Energy:**
  - Over the past year, BED continued to focus on making progress toward our NZE goal.
  - In both January 2022 and January 2023, BED announced new and updated incentives supporting customers by investing in cold climate heat pumps (CCHPs), electric vehicles (EVs), EV charging stations at rental and multi-family buildings, electric lawn care equipment, electric bicycles, induction cooking, heat pump water heaters, and additional technologies. BED continues to offer enhanced incentives for low-income customers.
  - Last September, BED was proud to welcome the community to our first-ever Net Zero Energy Festival at 585 Pine Street. We had kids' activities, EV test drives, E-bike test rides, solar and heat pump vendors, electric lawn equipment demos, induction cooking with City Market, an electric bus, live music and a DJ, a lineup of City fleet EVs, fossil-fuel free food trucks, and much more. Please plan to join us on September 23, 2023 (September 24 rain date) for our second annual Net Zero Energy Festival.
  - BED began to fully utilize the new $20 million Net Zero Energy Revenue Bond capital in FY23, deploying investments for grid reliability, EV charging (including the first new modern fast-chargers for Burlington, soon to be installed at Pine Street and in the Marketplace Garage), and renewable energy plant maintenance. BED also utilized the bond liquidity to support continued enhanced investment in key incentive programs, such as heat pump and EV incentives. BED now has more than 22 times as many heat pumps installed for residential customers as in June of 2020 when BED launched the Green Stimulus program.
  - NZE Roadmap Data: BED continues to work with Synapse Energy Economics to track data annually on progress toward the Roadmap goals. The 2022 data will be shared by General Manager Darren Springer with the Mayor and City Council during the June 20 City Council meeting at which time GM Springer will review and expand upon this presentation.

- **Supporting our customers and community, while navigating volatile energy markets and addressing economic challenges:**
  - As the pandemic stretched into its third year, BED continued to support our customers by helping them access state arrearage assistance program funds, as well as funds available through BED's energy assistance program. While BED ended the moratorium on

disconnections for non-payment, which it had extended beyond the time mandated by the Public Utility Commission (PUC), BED redoubled its efforts to work with its customers behind on their bills to prevent disconnects by establishing payment plans.
    - In spring 2022, BED utilized federal American Rescue Plan Act (ARPA) funds available from the City to support customers who fell behind on their bills during the pandemic.
    - After 12 consecutive years without a rate increase, despite continued fiscal discipline, BED implemented a rate increase of 7.5 percent in fiscal year (FY) 2022 coming out of the pandemic. For FY23, BED held its needed rate change to 3.95 percent. While the more moderate increase benefitted customers, the year unfolded differently in power supply than projected, where a warmer winter and other factors contributed to a $4 million negative variance compared to budget. This has caused a challenge for BED's days cash on hand metric for FY23, although BED will enter an accounting order with the PUC to allow recovery of some of the lost revenue over a period of time (and to allow amortization of the negative variance), keeping its FY23 adjusted debt service coverage ratio metric in line with expectations.
    - BED's recent rate increases have been well below the inflation rate. As we see other utilities around our region facing double digit rate increases due to fuel price volatility, BED is partly protected from these impacts through its renewable generation plants such as the McNeil Generating Station where BED uses wood chips to produce electricity. Without McNeil helping to provide energy during high price times, BED customers could have seen much higher rate increases.
    - In summer 2022, BED launched a new, low-income pilot energy assistance program, providing a 12.5 percent discount to income-qualified customers and is looking at options for making the program a permanent offering and expanding participation.
    - For FY24, BED will be proposing a budget that includes a 5.5 percent rate increase. BED is able to keep the rate change to mid-single digits due to its work to hold controllable operating expenses (non-transmission and non-power supply) below FY23 levels despite continued upward cost pressure from inflation and labor COLAs. Also, BED is working on longer-term items to help further stabilize its finances and metrics while continuing to navigate the post-pandemic economic environment. One item will be a proposed credit line increase that could be considered for a charter change on Town Meeting Day 2024.

- **Delivering strong results for safety, reliability, and customer care:**
    - At BED, safety is our number one value.
    - BED continued to have strong metrics for safety and reliability (number and length of outages) in FY23, with a renewed focus on field visit reporting from the Safety Team. Customers continue to prize reliability above all other items, and BED continues to deliver strong outage response and to make system reliability investments. In FY24, BED will install a new, modern grid system video wall for our Dispatch Team to support outage response.
    - BED achieved its fifth consecutive year without a single complaint escalated to the Department of Public Service about its Customer Care Team.

- **Further strengthening the working relationship with the IBEW:** BED management continues to work on maintaining a strong relationship with the International Brotherhood of Electrical Workers (IBEW), evidenced by a new four-year agreement that began implementation in FY23. BED management and the IBEW work well together to achieve common goals around safety, Net Zero Energy, district energy, and other topics.

- **Progressing with energy efficiency:** BED has developed and administered energy efficiency programs that have achieved success for residential and commercial customers over several decades. Burlington's electricity consumption in calendar year 2021 (CY21) was approximately eight percent (adjusted to remove COVID-19 impacts) lower than in 1989 when the efficiency programs began. From 1989-2018, statewide electric consumption increased approximately 10 percent, and U.S. electric consumption over 30 percent during same time period. As both a distribution and energy efficiency utility, BED is in a unique and strong position to offer customers a full suite of efficiency

and beneficial electrification solutions.

- **Advancing district energy:** BED reached a number of important district energy milestones in FY23, including obtaining actual construction bids, creating the 501(c)(3) non-profit called Burlington District Energy, which will manage the project and financing, and for the first-time ever submitting Act 250 documents to begin the permitting process. BED also continued work on the federal grant from Senator Leahy, and additional work on financial term sheets and financing. BED is a few months away from a final go/no-go decision.

- **Implementing IT Forward and strengthening cybersecurity:** BED reached a key milestone with IT Forward, its information technology systems plan, in FY23, with the April 2023 go-live of the new Meter Data Management System (MDMS), one of three key technology systems envisioned for upgrade. Following the MDMS will be both a new customer energy usage portal and a new outage map. Thereafter, BED will tackle a new Customer Information System (CIS) in FY24. BED has invested heavily in infrastructure modernization, cybersecurity, and disaster recovery. Teams have worked through Department of Homeland Security Cybersecurity and Infrastructure Security Agency assessments, launched a new backup and disaster recovery platform, upgraded major network systems, increased network redundancy, tightened end user policies and procedures, and launched regular security trainings for all BED users.

- **Enhancing community outreach:** BED continues to engage the community through events like Art Hop, Lake Monsters Games, farmers markets, Summervale, its second annual, bigger and better Net Zero Energy Festival, and more. As we move forward, BED is expanding its outreach by having its new Energy Equity Analyst hold “office hours” at the King Street Laundromat and by hosting a tent at Burlington’s upcoming Juneteenth event.

Thank you for the opportunity to serve the Burlington community and to present this report. We appreciate all the impactful work you do for Burlington.

To: Board of Finance; City Council
From: Michael LaChance, Fire Chief
Kerin Durfee, HR Director
Date: BoF: June 12, 2023; City Council: June 20, 2023
Re: Fire Leadership Pay Scale (FLPS)

This memo outlines a proposal to permanently address compression issues within the Fire Leadership pay scales and to restructure the pay scales similar to the Police Unified Pay Scale (PUPS).

Background
Non-union employees of the Fire Department receive annual cost of living increases (COLAs) consistent with other non-union employees across the organization. In recent years, these annual COLAs have been lower than the increases negotiated by the Burlington Firefighters Association (BFFA). This has resulted in compensation compression between the highest paid union employee (Captain) and lowest paid non-union employee (Battalion Chief), limiting our ability to attract candidates for these roles.

Proposed Tables
The proposed table is built using the same methodology as the PUPS tables:
- Step 1 of Battalion Chief is established at 6% over the highest step of Captain
- Step 1 of Deputy Chief is established at 8% over step 4 of Battalion Chief
- 1.5% increase between each step

Battalion Chief	Current	Proposed 6% over Captain	For comparison, Police Lieutenant
1	$ 106,639	$ 109,781	$ 109,524
2	$ 108,026	$ 111,428	$ 111,166
3	$ 109,413	$ 113,099	$ 112,834
4	$ 110,798	$ 114,796	$ 114,526
5	$ 112,185	$ 116,518	
6	$ 113,571	$ 118,265	
7	$ 114,956		
8	$ 116,343		

Deputy Chief	Current	Proposed 8% over Battalion Chief	For comparison to Police Deputy Chief
1	$ 117,303	$ 123,979	$ 123,689
2	$ 118,828	$ 125,839	$ 125,544
3	$ 120,353	$ 127,727	$ 127,427
4	$ 121,878	$ 129,642	$ 129,338
5	$ 123,402		
6	$ 124,928		
7	$ 126,452		
8	$ 127,978		

BFFA members have negotiated various bonuses as part of their collective bargaining agreement, including:

- 4% incentive for Advanced EMT Certification
- 6% incentive for Paramedic Certification
- $400 - $1200 annual education bonus
- $300 annual uniform cleaning allowance
- $1000 annual retention bonus

When a firefighter is promoted out of the union into a leadership position, they stop receiving these additional bonuses, eroding the value of the 6% increase from Captain to Battalion Chief. Therefore, in the new FLPS, Captain and Battalion Chiefs will be eligible for the following base pay incentives under the FLPS plan:

- 4% incentive for Advanced EMT Certification
- 3% incentive for Paramedic Certification

In order to eliminate future pay compression issues, annual COLAs for non-union fire department staff will be consistent with BFFA COLAs as outlined in the BFFA agreement.

Consistent with the terms of the BFFA contract, this 4% incentive will not count toward final compensation for retirement.

Finally, the work on these tables has been ongoing for several months, thus we are proposing that this updated compensation be retroactive to January 1, 2023.

Finances

Please note that we built the FY24 Fire department budget with the proposed increases included. For FY23 it would cost $15,310.57 to cover the proposed increases for the retroactive period – this can be covered within the Fire department's salary line item.

Concerns and Next Steps

The proposed tables create some compression between step 4 of the Battalion Chief and step 1 of the Fire Chief, and this proposed scale does not incorporate the Fire Chief in the FLPS scale. However, it's worth noting that the same issue exists in the Police Department between the Deputy Chief and Police Chief (see table below). This compression may be addressed as part of

the Department Head salary review as part of the FY 24 budget.

Fire Chief		Police Chief	
1	$ 134,779	1	$ 128,052
2	$ 135,460	2	$ 130,358
3	$ 136,140	3	$ 132,704
4	$ 136,820	4	$ 128,368
5	$ 137,501	5	$ 137,524
6	$ 139,980	6	$ 140,000
7	$ 142,494	7	$ 142,519
8	$ 143,786	8	$ 143,660
9	$ 145,078	9	$ 144,809
10	$ 146,370	10	$ 145,968
11	$ 147,662	11	$ 123,595
12	$ 148,953	12	$ 148,312
13	$ 150,246	13	$ 149,499
14	$ 151,538	14	$ 150,695
15	$ 152,830	15	$ 152,826

Recommend Motions:

Board of Finance:

To approve and recommend that the City Council approve and authorize the wage scale adjustments to the Fire Leadership Pay Scale for Burlington Fire Department Command staff, comprised of the positions of Battalion Chief and Deputy Chief, as further detailed in the above proposed tables; and allow future wage adjustments be consistent with BFFA annual COLA increases; and, further authorize back wages to be paid according to such revised Pay Scale, effective retroactively to January 1, 2023.

City Council:

To approve and authorize the wage scale adjustments to the Fire Leadership Pay Scale for Burlington Fire Department Command staff, comprised of the positions of Battalion Chief and Deputy Chief, as further detailed in the above proposed tables; and allow future wage adjustments be consistent with BFFA annual COLA increases; and, further authorize back wages to be paid according to such revised Pay Scale, effective retroactively to January 1, 2023

Hours Analysis Report

Work Date 01/01/23 - 05/28/23
Sort by Benefit Group - Employee
Report Type Detail - Employee - Hours Code

Employee	Work Date	Week Day	Hours Code	Hours	Gross	New Rate	Difference
1674 LaChance, Michael D	01/02/2023	Monday	Holiday	8.0000	451.17	59.6053	25.6723
1/3 to DC Step 2	01/03/2023	Tuesday	Sick Used	8.0000	457.03	60.4995	26.9662
	01/04/2023	Wednesday	Regular Hourly	8.0000	457.03	60.4995	26.9662
	01/05/2023	Thursday	Regular Hourly	8.0000	457.03	60.4995	26.9662
	01/06/2023	Friday	Regular Hourly	8.0000	457.03	60.4995	26.9662
	01/09/2023	Monday	Regular Hourly	8.0000	457.03	60.4995	26.9662
	01/10/2023	Tuesday	Regular Hourly	8.0000	457.03	60.4995	26.9662
	01/11/2023	Wednesday	Regular Hourly	8.0000	457.03	60.4995	26.9662
	01/12/2023	Thursday	Regular Hourly	8.0000	457.03	60.4995	26.9662
	01/13/2023	Friday	Regular Hourly	8.0000	457.03	60.4995	26.9662
	01/16/2023	Monday	Holiday	8.0000	457.03	60.4995	26.9662
	01/17/2023	Tuesday	Regular Hourly	8.0000	457.03	60.4995	26.9662
	01/18/2023	Wednesday	Regular Hourly	8.0000	457.03	60.4995	26.9662
	01/19/2023	Thursday	Regular Hourly	8.0000	457.03	60.4995	26.9662
	01/20/2023	Friday	Regular Hourly	8.0000	457.03	60.4995	26.9662
	01/23/2023	Monday	Regular Hourly	3.0000	171.39	60.4995	10.1086
	01/23/2023	Monday	Regular Hourly	8.0000	457.03	60.4995	26.9662
	01/24/2023	Tuesday	Regular Hourly	8.0000	457.03	60.4995	26.9662
	01/25/2023	Wednesday	Regular Hourly	8.0000	457.03	60.4995	26.9662
	01/26/2023	Thursday	Regular Hourly	8.0000	457.03	60.4995	26.9662
	01/27/2023	Friday	Sick Used	4.0000	228.52	60.4995	13.4781
	01/27/2023	Friday	Regular Hourly	4.0000	228.52	60.4995	13.4781
	01/30/2023	Monday	Regular Hourly	8.0000	457.03	60.4995	26.9662
	01/31/2023	Tuesday	Regular Hourly	8.0000	457.03	60.4995	26.9662
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	02/02/2023	Thursday	Regular Hourly	8.0000	457.03	60.4995	26.9662
	02/03/2023	Friday	Regular Hourly	8.0000	457.03	60.4995	26.9662
	02/06/2023	Monday	Regular Hourly	8.0000	457.03	60.4995	26.9662
	02/07/2023	Tuesday	Regular Hourly	8.0000	457.03	60.4995	26.9662
	02/08/2023	Wednesday	Regular Hourly	8.0000	457.03	60.4995	26.9662
	02/09/2023	Thursday	Regular Hourly	8.0000	457.03	60.4995	26.9662

	02/10/2023	Friday	Regular Hourly	8.0000	457.03 60.4995	26.9662
	02/13/2023	Monday	Regular Hourly	8.0000	457.03 60.4995	26.9662
	02/14/2023	Tuesday	Regular Hourly	8.0000	457.03 60.4995	26.9662
	02/15/2023	Wednesday	Regular Hourly	8.0000	457.03 60.4995	26.9662
	02/16/2023	Thursday	Regular Hourly	8.0000	457.03 60.4995	26.9662
	02/17/2023	Friday	Regular Hourly	8.0000	457.03 60.4995	26.9662
	02/20/2023	Monday	Holiday	8.0000	457.03 60.4995	26.9662
	02/21/2023	Tuesday	Regular Hourly	8.0000	457.03 60.4995	26.9662
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	03/02/2023	Thursday	Regular Hourly	8.0000	457.03 60.4995	26.9662
	03/03/2023	Friday	Regular Hourly	8.0000	457.03 60.4995	26.9662
	03/06/2023	Monday	Regular Hourly	8.0000	457.03 60.4995	26.9662
	03/07/2023	Tuesday	Holiday	8.0000	457.03 60.4995	26.9662
	03/08/2023	Wednesday	Regular Hourly	8.0000	457.03 60.4995	26.9662
	03/09/2023	Thursday	Regular Hourly	8.0000	457.03 60.4995	26.9662
	03/10/2023	Friday	Regular Hourly	8.0000	457.03 60.4995	26.9662
						1357.11
1631 Libby, Derek R	01/02/2023	Monday	Holiday	8.0000	526.23 65.7788	0.0008
Fire Chief S4	01/03/2023	Tuesday	Regular Hourly	8.0000	526.23 65.7788	0.0008
	01/04/2023	Wednesday	Regular Hourly	8.0000	526.23 65.7788	0.0008
	01/05/2023	Thursday	Regular Hourly	8.0000	526.23 65.7788	0.0008
	01/06/2023	Friday	Regular Hourly	8.0000	526.23 65.7788	0.0008
	01/09/2023	Monday	Regular Hourly	8.0000	526.23 65.7788	0.0008
	01/10/2023	Tuesday	Regular Hourly	8.0000	526.23 65.7788	0.0008
	01/11/2023	Wednesday	Regular Hourly	8.0000	526.23 65.7788	0.0008
	01/12/2023	Thursday	Regular Hourly	8.0000	526.23 65.7788	0.0008

01/13/2023	Friday	Regular Hourly	8.0000	526.23 65.7788	0.0008
01/16/2023	Monday	Holiday	8.0000	526.23 65.7788	0.0008
01/17/2023	Tuesday	Regular Hourly	8.0000	526.23 65.7788	0.0008
01/18/2023	Wednesday	Regular Hourly	8.0000	526.23 65.7788	0.0008
01/19/2023	Thursday	Regular Hourly	8.0000	526.23 65.7788	0.0008
01/20/2023	Friday	Regular Hourly	8.0000	526.23 65.7788	0.0008
01/23/2023	Monday	Regular Hourly	8.0000	526.23 65.7788	0.0008
01/24/2023	Tuesday	Regular Hourly	8.0000	526.23 65.7788	0.0008
01/25/2023	Wednesday	Regular Hourly	8.0000	526.23 65.7788	0.0008
01/26/2023	Thursday	Regular Hourly	8.0000	526.23 65.7788	0.0008
01/27/2023	Friday	Regular Hourly	8.0000	526.23 65.7788	0.0008
01/30/2023	Monday	Regular Hourly	8.0000	526.23 65.7788	0.0008
01/31/2023	Tuesday	Regular Hourly	8.0000	526.23 65.7788	0.0008
02/01/2023	Wednesday	Regular Hourly	8.0000	526.23 65.7788	0.0008
02/02/2023	Thursday	Regular Hourly	8.0000	526.23 65.7788	0.0008
02/03/2023	Friday	Regular Hourly	8.0000	526.23 65.7788	0.0008
02/06/2023	Monday	Regular Hourly	8.0000	526.23 65.7788	0.0008
02/07/2023	Tuesday	Regular Hourly	8.0000	526.23 65.7788	0.0008
02/08/2023	Wednesday	Regular Hourly	8.0000	526.23 65.7788	0.0008
02/09/2023	Thursday	Regular Hourly	8.0000	526.23 65.7788	0.0008
02/10/2023	Friday	Regular Hourly	8.0000	526.23 65.7788	0.0008
02/13/2023	Monday	Regular Hourly	8.0000	526.23 65.7788	0.0008
02/14/2023	Tuesday	Regular Hourly	8.0000	526.23 65.7788	0.0008
02/15/2023	Wednesday	Regular Hourly	8.0000	526.23 65.7788	0.0008
02/16/2023	Thursday	Regular Hourly	8.0000	526.23 65.7788	0.0008
02/17/2023	Friday	Regular Hourly	8.0000	526.23 65.7788	0.0008
02/20/2023	Monday	Holiday	8.0000	526.23 65.7788	0.0008
02/21/2023	Tuesday	Regular Hourly	8.0000	526.23 65.7788	0.0008
02/22/2023	Wednesday	Regular Hourly	8.0000	526.23 65.7788	0.0008
02/23/2023	Thursday	Regular Hourly	8.0000	526.23 65.7788	0.0008
02/24/2023	Friday	Regular Hourly	8.0000	526.23 65.7788	0.0008
02/27/2023	Monday	Regular Hourly	8.0000	526.23 65.7788	0.0008

Hours Analysis Report

Work Date 01/01/23 - 05/28/23
Sort by Benefit Group - Employee
Report Type Detail - Employee - Hours Code

	02/28/2023	Tuesday	Regular Hourly	8.0000	526.23	65.7788	0.0008
	03/01/2023	Wednesday	Regular Hourly	8.0000	526.23	65.7788	0.0008
	03/02/2023	Thursday	Regular Hourly	8.0000	526.23	65.7788	0.0008
	03/03/2023	Friday	Regular Hourly	8.0000	526.23	65.7788	0.0008
	03/06/2023	Monday	Regular Hourly	8.0000	526.23	65.7788	0.0008
	03/07/2023	Tuesday	Regular Hourly	8.0000	526.23	65.7788	0.0008
	03/08/2023	Wednesday	Sick Used	8.0000	526.23	65.7788	0.0008
	03/09/2023	Thursday	Sick Used	8.0000	526.23	65.7788	0.0008
	03/10/2023	Friday	Sick Used	8.0000	526.23	65.7788	0.0008
DC of Ops Step 2	03/13/2023	Monday	Regular Hourly	8.0000	457.03	60.4995	26.96615385
	03/14/2023	Tuesday	Regular Hourly	8.0000	457.03	60.4995	26.96615385
	03/15/2023	Wednesday	Regular Hourly	8.0000	457.03	60.4995	26.96615385
	03/16/2023	Thursday	Regular Hourly	8.0000	457.03	60.4995	26.96615385
	03/17/2023	Friday	Regular Hourly	8.0000	457.03	60.4995	26.96615385
	03/20/2023	Monday	Extra Holiday Used	8.0000	457.03	60.4995	26.96615385
	03/21/2023	Tuesday	Regular Hourly	8.0000	457.03	60.4995	26.96615385
	03/22/2023	Wednesday	Regular Hourly	8.0000	457.03	60.4995	26.96615385
	03/23/2023	Thursday	Regular Hourly	8.0000	457.03	60.4995	26.96615385
	03/24/2023	Friday	Regular Hourly	8.0000	457.03	60.4995	26.96615385
	03/27/2023	Monday	Regular Hourly	8.0000	457.03	60.4995	26.96615385
	03/28/2023	Tuesday	Regular Hourly	8.0000	457.03	60.4995	26.96615385
DC of Ops Step 3	03/29/2023	Wednesday	Regular Hourly	8.0000	462.90	61.4072	28.35769231
	03/30/2023	Thursday	Regular Hourly	8.0000	462.90	61.4072	28.35769231
	03/31/2023	Friday	Regular Hourly	8.0000	462.90	61.4072	28.35769231
	04/03/2023	Monday	Regular Hourly	8.0000	462.90	61.4072	28.35769231
	04/04/2023	Tuesday	Regular Hourly	8.0000	462.90	61.4072	28.35769231
	04/05/2023	Wednesday	Regular Hourly	8.0000	462.90	61.4072	28.35769231
	04/06/2023	Thursday	Regular Hourly	8.0000	462.90	61.4072	28.35769231
	04/07/2023	Friday	Regular Hourly	8.0000	462.90	61.4072	28.35769231
	04/10/2023	Monday	Regular Hourly	8.0000	462.90	61.4072	28.35769231
	04/11/2023	Tuesday	Regular Hourly	8.0000	462.90	61.4072	28.35769231
	04/12/2023	Wednesday	Regular Hourly	8.0000	462.90	61.4072	28.35769231

04/13/2023	Thursday	Regular Hourly	8.0000	462.90 61.4072	28.35769231
04/14/2023	Friday	Sick Used	8.0000	462.90 61.4072	28.35769231
04/17/2023	Monday	Regular Hourly	8.0000	462.90 61.4072	28.35769231
04/18/2023	Tuesday	Regular Hourly	8.0000	462.90 61.4072	28.35769231
04/19/2023	Wednesday	Regular Hourly	8.0000	462.90 61.4072	28.35769231
04/20/2023	Thursday	Regular Hourly	8.0000	462.90 61.4072	28.35769231
04/21/2023	Friday	Regular Hourly	8.0000	462.90 61.4072	28.35769231
04/24/2023	Monday	Regular Hourly	8.0000	462.90 61.4072	
04/25/2023	Tuesday	Regular Hourly	8.0000	462.90 61.4072	28.35769231
04/26/2023	Wednesday	Regular Hourly	8.0000	462.90 61.4072	28.35769231
04/27/2023	Thursday	Regular Hourly	8.0000	462.90 61.4072	28.35769231
04/28/2023	Friday	Regular Hourly	8.0000	462.90 61.4072	28.35769231
05/01/2023	Monday	Regular Hourly	8.0000	462.90 61.4072	28.35769231
05/02/2023	Tuesday	Regular Hourly	8.0000	462.90 61.4072	28.35769231
05/03/2023	Wednesday	Regular Hourly	8.0000	462.90 61.4072	28.35769231
05/04/2023	Thursday	Regular Hourly	8.0000	462.90 61.4072	28.35769231
05/05/2023	Friday	Regular Hourly	8.0000	462.90 61.4072	28.35769231
05/08/2023	Monday	Regular Hourly	8.0000	462.90 61.4072	28.35769231
05/09/2023	Tuesday	Regular Hourly	8.0000	462.90 61.4072	28.35769231
05/10/2023	Wednesday	Regular Hourly	8.0000	462.90 61.4072	28.35769231
05/11/2023	Thursday	Regular Hourly	8.0000	462.90 61.4072	28.35769231
05/12/2023	Friday	Regular Hourly	8.0000	462.90 61.4072	28.35769231
05/15/2023	Monday	Vacation Used	8.0000	462.90 61.4072	28.35769231
05/16/2023	Tuesday	Vacation Used	8.0000	462.90 61.4072	28.35769231
05/17/2023	Wednesday	Vacation Used	8.0000	462.90 61.4072	28.35769231
05/18/2023	Thursday	Vacation Used	8.0000	462.90 61.4072	28.35769231
05/19/2023	Friday	Vacation Used	8.0000	462.90 61.4072	28.35769231
05/22/2023	Monday	Vacation Used	8.0000	462.90 61.4072	28.35769231
05/23/2023	Tuesday	Vacation Used	8.0000	462.90 61.4072	28.35769231
05/24/2023	Wednesday	Vacation Used	8.0000	462.90 61.4072	28.35769231
05/25/2023	Thursday	Vacation Used	8.0000	462.90 61.4072	28.35769231
05/26/2023	Friday	Vacation Used	8.0000	462.90 61.4072	28.35769231

Hours Analysis Report

Work Date 01/01/23 - 05/28/23
Sort by Benefit Group - Employee
Report Type Detail - Employee - Hours Code

1514.655385

							Difference Owed on Base
						Base BC S5	
1719 Ruggles, Troy D	01/02/2023	Monday	Holiday	8.0000	431.47	56.0183	16.68
	01/03/2023	Tuesday	Regular Hourly	8.0000	431.47	56.0183	16.68
	01/04/2023	Wednesday	Regular Hourly	8.0000	431.47	56.0183	16.68
	01/05/2023	Thursday	Regular Hourly	8.0000	431.47	56.0183	16.68
	01/06/2023	Friday	Regular Hourly	8.0000	431.47	56.0183	16.68
	01/09/2023	Monday	Regular Hourly	8.0000	431.47	56.0183	16.68
	01/10/2023	Tuesday	Regular Hourly	8.0000	431.47	56.0183	16.68
	01/11/2023	Wednesday	Regular Hourly	8.0000	431.47	56.0183	16.68
	01/12/2023	Thursday	Regular Hourly	8.0000	431.47	56.0183	16.68
	01/13/2023	Friday	Regular Hourly	8.0000	431.47	56.0183	16.68
	01/16/2023	Monday	Holiday	8.0000	431.47	56.0183	16.68
	01/17/2023	Tuesday	Regular Hourly	8.0000	431.47	56.0183	16.68
	01/18/2023	Wednesday	Regular Hourly	8.0000	431.47	56.0183	16.68
	01/19/2023	Thursday	Regular Hourly	8.0000	431.47	56.0183	16.68
	01/20/2023	Friday	Regular Hourly	8.0000	431.47	56.0183	16.68
	01/23/2023	Monday	Regular Hourly	8.0000	431.47	56.0183	16.68
	01/24/2023	Tuesday	Regular Hourly	8.0000	431.47	56.0183	16.68
	01/25/2023	Wednesday	Regular Hourly	8.0000	431.47	56.0183	16.68
	01/26/2023	Thursday	Regular Hourly	8.0000	431.47	56.0183	16.68
	01/27/2023	Friday	Regular Hourly	8.0000	431.47	56.0183	16.68
	01/30/2023	Monday	Regular Hourly	8.0000	431.47	56.0183	16.68
	01/31/2023	Tuesday	Regular Hourly	8.0000	431.47	56.0183	16.68
	02/01/2023	Wednesday	Regular Hourly	8.0000	431.47	56.0183	16.68
	02/02/2023	Thursday	Regular Hourly	8.0000	431.47	56.0183	16.68
	02/03/2023	Friday	Regular Hourly	8.0000	431.47	56.0183	16.68
	02/06/2023	Monday	Regular Hourly	8.0000	431.47	56.0183	16.68
	02/07/2023	Tuesday	Regular Hourly	8.0000	431.47	56.0183	16.68
	02/08/2023	Wednesday	Regular Hourly	8.0000	431.47	56.0183	16.68
	02/09/2023	Thursday	Regular Hourly	8.0000	431.47	56.0183	16.68

02/10/2023	Friday	Regular Hourly	8.0000	431.47 56.0183	16.68
02/13/2023	Monday	Regular Hourly	8.0000	431.47 56.0183	16.68
02/14/2023	Tuesday	Regular Hourly	8.0000	431.47 56.0183	16.68
02/15/2023	Wednesday	Regular Hourly	8.0000	431.47 56.0183	16.68
02/16/2023	Thursday	Regular Hourly	8.0000	431.47 56.0183	16.68
02/17/2023	Friday	Regular Hourly	8.0000	431.47 56.0183	16.68
02/20/2023	Monday	Holiday	8.0000	431.47 56.0183	16.68
02/21/2023	Tuesday	Regular Hourly	8.0000	431.47 56.0183	16.68
02/22/2023	Wednesday	Regular Hourly	8.0000	431.47 56.0183	16.68
02/23/2023	Thursday	Regular Hourly	8.0000	431.47 56.0183	16.68
02/24/2023	Friday	Regular Hourly	8.0000	431.47 56.0183	16.68
02/27/2023	Monday	Regular Hourly	8.0000	431.47 56.0183	16.68
02/28/2023	Tuesday	Regular Hourly	8.0000	431.47 56.0183	16.68
03/01/2023	Wednesday	Regular Hourly	8.0000	431.47 56.0183	16.68
03/02/2023	Thursday	Regular Hourly	8.0000	431.47 56.0183	16.68
03/03/2023	Friday	Regular Hourly	8.0000	431.47 56.0183	16.68
03/06/2023	Monday	Regular Hourly	8.0000	431.47 56.0183	16.68
03/07/2023	Tuesday	Holiday	8.0000	431.47 56.0183	16.68
03/08/2023	Wednesday	Regular Hourly	8.0000	431.47 56.0183	16.68
03/09/2023	Thursday	Regular Hourly	8.0000	431.47 56.0183	16.68
03/10/2023	Friday	Regular Hourly	8.0000	431.47 56.0183	16.68
03/13/2023	Monday	Regular Hourly	8.0000	431.47 56.0183	16.68
03/14/2023	Tuesday	Regular Hourly	8.0000	431.47 56.0183	16.68
03/15/2023	Wednesday	Regular Hourly	8.0000	431.47 56.0183	16.68
03/16/2023	Thursday	Regular Hourly	8.0000	431.47 56.0183	16.68
03/17/2023	Friday	Regular Hourly	8.0000	431.47 56.0183	16.68
03/20/2023	Monday	Regular Hourly	8.0000	431.47 56.0183	16.68
03/21/2023	Tuesday	Regular Hourly	8.0000	431.47 56.0183	16.68
03/22/2023	Wednesday	Regular Hourly	8.0000	431.47 56.0183	16.68
03/23/2023	Thursday	Regular Hourly	8.0000	431.47 56.0183	16.68
03/24/2023	Friday	Regular Hourly	8.0000	431.47 56.0183	16.68
03/27/2023	Monday	Regular Hourly	8.0000	431.47 56.0183	16.68

03/28/2023	Tuesday	Regular Hourly	8.0000	431.47 56.0183	16.68
03/29/2023	Wednesday	Regular Hourly	8.0000	431.47 56.0183	16.68
03/30/2023	Thursday	Regular Hourly	8.0000	431.47 56.0183	16.68
03/31/2023	Friday	Regular Hourly	8.0000	431.47 56.0183	16.68
04/03/2023	Monday	Regular Hourly	8.0000	431.47 56.0183	16.68
04/04/2023	Tuesday	Regular Hourly	8.0000	431.47 56.0183	16.68
04/05/2023	Wednesday	Vacation Used	8.0000	431.47 56.0183	16.68
04/06/2023	Thursday	Vacation Used	8.0000	431.47 56.0183	16.68
04/07/2023	Friday	Vacation Used	8.0000	431.47 56.0183	16.68
04/10/2023	Monday	Regular Hourly	8.0000	431.47 56.0183	16.68
04/11/2023	Tuesday	Regular Hourly	8.0000	431.47 56.0183	16.68
04/12/2023	Wednesday	Regular Hourly	8.0000	431.47 56.0183	16.68
04/13/2023	Thursday	Regular Hourly	8.0000	431.47 56.0183	16.68
04/14/2023	Friday	Regular Hourly	8.0000	431.47 56.0183	16.68
04/17/2023	Monday	Regular Hourly	8.0000	431.47 56.0183	16.68
04/18/2023	Tuesday	Regular Hourly	8.0000	431.47 56.0183	16.68
04/19/2023	Wednesday	Regular Hourly	8.0000	431.47 56.0183	16.68
04/20/2023	Thursday	Regular Hourly	8.0000	431.47 56.0183	16.68
04/21/2023	Friday	Regular Hourly	8.0000	431.47 56.0183	16.68
04/24/2023	Monday	Regular Hourly	8.0000	431.47 56.0183	16.68
04/25/2023	Tuesday	Regular Hourly	8.0000	431.47 56.0183	16.68
04/26/2023	Wednesday	Regular Hourly	8.0000	431.47 56.0183	16.68
04/27/2023	Thursday	Regular Hourly	8.0000	431.47 56.0183	16.68
04/28/2023	Friday	Sick Used	8.0000	431.47 56.0183	16.68
05/01/2023	Monday	Regular Hourly	8.0000	431.47 56.0183	16.68
05/02/2023	Tuesday	Regular Hourly	8.0000	431.47 56.0183	16.68
05/03/2023	Wednesday	Regular Hourly	8.0000	431.47 56.0183	16.68
05/04/2023	Thursday	Regular Hourly	8.0000	431.47 56.0183	16.68
05/05/2023	Friday	Regular Hourly	8.0000	431.47 56.0183	16.68
05/08/2023	Monday	Regular Hourly	8.0000	431.47 56.0183	16.68
05/09/2023	Tuesday	Regular Hourly	8.0000	431.47 56.0183	16.68
05/10/2023	Wednesday	Regular Hourly	8.0000	431.47 56.0183	16.68

	05/11/2023	Thursday	Regular Hourly	8.0000	431.47	56.0183	16.68
	05/12/2023	Friday	Regular Hourly	8.0000	431.47	56.0183	16.68
	05/15/2023	Monday	Regular Hourly	8.0000	431.47	56.0183	16.68
	05/16/2023	Tuesday	Regular Hourly	8.0000	431.47	56.0183	16.68
	05/17/2023	Wednesday	Regular Hourly	8.0000	431.47	56.0183	16.68
	05/18/2023	Thursday	Regular Hourly	8.0000	431.47	56.0183	16.68
	05/19/2023	Friday	Regular Hourly	8.0000	431.47	56.0183	16.68
	05/22/2023	Monday	Regular Hourly	8.0000	431.47	56.0183	16.68
	05/23/2023	Tuesday	Regular Hourly	8.0000	431.47	56.0183	16.68
	05/24/2023	Wednesday	Regular Hourly	8.0000	431.47	56.0183	16.68
	05/25/2023	Thursday	Floating Holiday	8.0000	431.47	56.0183	16.68
	05/26/2023	Friday	Regular Hourly	8.0000	431.47	56.0183	16.68
							1751.00
							Difference Owed
						New Rate S2	Base
22 Stone, Matthew C	01/02/2023	Monday	Holiday	8.0000	415.48	53.5712	13.09
	01/03/2023	Tuesday	Regular Hourly	8.0000	415.48	53.5712	13.09
	01/04/2023	Wednesday	Regular Hourly	8.0000	415.48	53.5712	13.09
	01/05/2023	Thursday	Regular Hourly	8.0000	415.48	53.5712	13.09
	01/06/2023	Friday	Regular Hourly	8.0000	415.48	53.5712	13.09
	01/09/2023	Monday	Regular Hourly	8.0000	415.48	53.5712	13.09
	01/10/2023	Tuesday	Regular Hourly	8.0000	415.48	53.5712	13.09
	01/11/2023	Wednesday	Regular Hourly	8.0000	415.48	53.5712	13.09
	01/12/2023	Thursday	Regular Hourly	8.0000	415.48	53.5712	13.09
	01/13/2023	Friday	Regular Hourly	8.0000	415.48	53.5712	13.09
	01/16/2023	Monday	Holiday	8.0000	415.48	53.5712	13.09
	01/17/2023	Tuesday	Regular Hourly	8.0000	415.48	53.5712	13.09
	01/18/2023	Wednesday	Regular Hourly	8.0000	415.48	53.5712	13.09
	01/19/2023	Thursday	Regular Hourly	8.0000	415.48	53.5712	13.09
	01/20/2023	Friday	Regular Hourly	8.0000	415.48	53.5712	13.09
	01/23/2023	Monday	Regular Hourly	8.0000	415.48	53.5712	13.09
	01/24/2023	Tuesday	Regular Hourly	8.0000	415.48	53.5712	13.09

01/25/2023	Wednesday	Regular Hourly	8.0000	415.48	53.5712	13.09
01/26/2023	Thursday	Regular Hourly	8.0000	415.48	53.5712	13.09
01/27/2023	Friday	Regular Hourly	8.0000	415.48	53.5712	13.09
01/30/2023	Monday	Regular Hourly	8.0000	415.48	53.5712	13.09
01/31/2023	Tuesday	Regular Hourly	8.0000	415.48	53.5712	13.09
02/01/2023	Wednesday	Regular Hourly	8.0000	415.48	53.5712	13.09
02/02/2023	Thursday	Regular Hourly	8.0000	415.48	53.5712	13.09
02/03/2023	Friday	Regular Hourly	8.0000	415.48	53.5712	13.09
02/06/2023	Monday	Regular Hourly	8.0000	415.48	53.5712	13.09
02/07/2023	Tuesday	Regular Hourly	8.0000	415.48	53.5712	13.09
02/08/2023	Wednesday	Regular Hourly	8.0000	415.48	53.5712	13.09
02/09/2023	Thursday	Regular Hourly	8.0000	415.48	53.5712	13.09
02/10/2023	Friday	Regular Hourly	8.0000	415.48	53.5712	13.09
02/13/2023	Monday	Regular Hourly	8.0000	415.48	53.5712	13.09
02/14/2023	Tuesday	Regular Hourly	8.0000	415.48	53.5712	13.09
02/15/2023	Wednesday	Regular Hourly	8.0000	415.48	53.5712	13.09
02/16/2023	Thursday	Regular Hourly	8.0000	415.48	53.5712	13.09
02/17/2023	Friday	Regular Hourly	8.0000	415.48	53.5712	13.09
02/20/2023	Monday	Holiday	8.0000	415.48	53.5712	13.09
02/21/2023	Tuesday	Regular Hourly	8.0000	415.48	53.5712	13.09
02/22/2023	Wednesday	Regular Hourly	8.0000	415.48	53.5712	13.09
02/23/2023	Thursday	Regular Hourly	8.0000	415.48	53.5712	13.09
02/24/2023	Friday	Regular Hourly	8.0000	415.48	53.5712	13.09
02/27/2023	Monday	Regular Hourly	8.0000	415.48	53.5712	13.09
02/28/2023	Tuesday	Regular Hourly	8.0000	415.48	53.5712	13.09
03/01/2023	Wednesday	Regular Hourly	8.0000	415.48	53.5712	13.09
03/02/2023	Thursday	Regular Hourly	8.0000	415.48	53.5712	13.09
03/03/2023	Friday	Regular Hourly	8.0000	415.48	53.5712	13.09
03/06/2023	Monday	Regular Hourly	8.0000	415.48	53.5712	13.09
03/07/2023	Tuesday	Holiday	8.0000	415.48	53.5712	13.09
03/08/2023	Wednesday	Regular Hourly	8.0000	415.48	53.5712	13.09
03/09/2023	Thursday	Regular Hourly	8.0000	415.48	53.5712	13.09

03/10/2023	Friday	Regular Hourly	8.0000	415.48	53.5712	13.09
03/13/2023	Monday	Regular Hourly	8.0000	415.48	53.5712	13.09
03/14/2023	Tuesday	Regular Hourly	8.0000	415.48	53.5712	13.09
03/15/2023	Wednesday	Regular Hourly	8.0000	415.48	53.5712	13.09
03/16/2023	Thursday	Regular Hourly	8.0000	415.48	53.5712	13.09
03/17/2023	Friday	Regular Hourly	8.0000	415.48	53.5712	13.09
03/20/2023	Monday	Regular Hourly	8.0000	415.48	53.5712	13.09
03/21/2023	Tuesday	Regular Hourly	8.0000	415.48	53.5712	13.09
03/22/2023	Wednesday	Regular Hourly	8.0000	415.48	53.5712	13.09
03/23/2023	Thursday	Regular Hourly	8.0000	415.48	53.5712	13.09
03/24/2023	Friday	Regular Hourly	8.0000	415.48	53.5712	13.09
03/27/2023	Monday	Regular Hourly	8.0000	415.48	53.5712	13.09
03/28/2023	Tuesday	Regular Hourly	8.0000	415.48	53.5712	13.09
03/29/2023	Wednesday	Regular Hourly	8.0000	415.48	53.5712	13.09
03/30/2023	Thursday	Regular Hourly	8.0000	415.48	53.5712	13.09
03/31/2023	Friday	Regular Hourly	8.0000	415.48	53.5712	13.09
04/03/2023	Monday	Regular Hourly	8.0000	415.48	53.5712	13.09
04/04/2023	Tuesday	Regular Hourly	8.0000	415.48	53.5712	13.09
04/05/2023	Wednesday	Regular Hourly	8.0000	415.48	53.5712	13.09
04/06/2023	Thursday	Regular Hourly	8.0000	415.48	53.5712	13.09
04/07/2023	Friday	Regular Hourly	8.0000	415.48	53.5712	13.09
04/10/2023	Monday	Regular Hourly	8.0000	415.48	53.5712	13.09
04/11/2023	Tuesday	Regular Hourly	8.0000	415.48	53.5712	13.09
04/12/2023	Wednesday	Regular Hourly	8.0000	415.48	53.5712	13.09
04/13/2023	Thursday	Regular Hourly	8.0000	415.48	53.5712	13.09
04/14/2023	Friday	Regular Hourly	8.0000	415.48	53.5712	13.09
04/17/2023	Monday	Regular Hourly	8.0000	415.48	53.5712	13.09
04/18/2023	Tuesday	Regular Hourly	8.0000	415.48	53.5712	13.09
04/19/2023	Wednesday	Regular Hourly	8.0000	415.48	53.5712	13.09
04/20/2023	Thursday	Regular Hourly	8.0000	415.48	53.5712	13.09
04/21/2023	Friday	Regular Hourly	8.0000	415.48	53.5712	13.09
04/24/2023	Monday	Regular Hourly	8.0000	415.48	53.5712	13.09

	04/25/2023	Tuesday	Regular Hourly	8.0000	415.48	53.5712	13.09
	04/26/2023	Wednesday	Regular Hourly	8.0000	415.48	53.5712	13.09
	04/27/2023	Thursday	Regular Hourly	8.0000	415.48	53.5712	13.09
	04/28/2023	Friday	Regular Hourly	8.0000	415.48	53.5712	13.09
	05/01/2023	Monday	Regular Hourly	8.0000	415.48	53.5712	13.09
	05/02/2023	Tuesday	Regular Hourly	8.0000	415.48	53.5712	13.09
	05/03/2023	Wednesday	Regular Hourly	8.0000	415.48	53.5712	13.09
	05/04/2023	Thursday	Regular Hourly	8.0000	415.48	53.5712	13.09
	05/05/2023	Friday	Regular Hourly	8.0000	415.48	53.5712	13.09
	05/08/2023	Monday	Regular Hourly	8.0000	415.48	53.5712	13.09
	05/09/2023	Tuesday	Vacation Used	8.0000	415.48	53.5712	13.09
	05/10/2023	Wednesday	Vacation Used	8.0000	415.48	53.5712	13.09
	05/11/2023	Thursday	Vacation Used	8.0000	415.48	53.5712	13.09
	05/12/2023	Friday	Vacation Used	8.0000	415.48	53.5712	13.09
	05/15/2023	Monday	Vacation Used	8.0000	415.48	53.5712	13.09
	05/16/2023	Tuesday	Vacation Used	8.0000	415.48	53.5712	13.09
	05/17/2023	Wednesday	Vacation Used	8.0000	415.48	53.5712	13.09
	05/18/2023	Thursday	Vacation Used	8.0000	415.48	53.5712	13.09
	05/19/2023	Friday	Vacation Used	8.0000	415.48	53.5712	13.09
	05/22/2023	Monday	Regular Hourly	8.0000	415.48	53.5712	13.09
	05/23/2023	Tuesday	Regular Hourly	8.0000	415.48	53.5712	13.09
	05/24/2023	Wednesday	Regular Hourly	8.0000	415.48	53.5712	13.09
	05/25/2023	Thursday	Floating Holiday	8.0000	415.48	53.5712	13.09
	05/26/2023	Friday	Regular Hourly	8.0000	415.48	53.5712	13.09
							1374.37
						New Rate for BC S1	Difference Owed:
1656 Curtin, Michael E	01/02/2023	Monday	Regular Hourly	56.0000	2,050.76	37.6995	60.41
	01/09/2023	Monday	Regular Hourly	56.0000	2,050.76	37.6995	60.41
	01/16/2023	Monday	Regular Hourly	56.0000	2,050.76	37.6995	60.41
	01/23/2023	Monday	Regular Hourly	32.0000	1,171.86	37.6995	34.52
	01/25/2023	Wednesday	Extra Holiday Used	24.0000	878.90	37.6995	25.89
	01/30/2023	Monday	Regular Hourly	56.0000	2,050.76	37.6995	60.41

02/06/2023	Monday	Regular Hourly	32.0000	1,171.86	37.6995	34.52
02/09/2023	Thursday	Extra Holiday Used	24.0000	878.90	37.6995	25.89
02/13/2023	Monday	Regular Hourly	56.0000	2,050.76	37.6995	60.41
02/20/2023	Monday	Regular Hourly	56.0000	2,050.76	37.6995	60.41
02/27/2023	Monday	Regular Hourly	(16.0000)	(585.93)	37.6995	-17.26
02/27/2023	Monday	Vacation Used	24.0000	878.90	37.6995	25.89
03/02/2023	Thursday	Vacation Used	24.0000	878.90	37.6995	25.89
03/05/2023	Sunday	Vacation Used	24.0000	878.90	37.6995	25.89
03/06/2023	Monday	Regular Hourly	53.0000	1,940.90	37.6995	57.17
03/11/2023	Saturday	Personal Used	3.0000	109.86	37.6995	3.24
03/13/2023	Monday	Regular Hourly	56.0000	2,050.76	37.6995	60.41
03/20/2023	Monday	Regular Hourly	32.0000	1,171.86	37.6995	34.52
03/23/2023	Thursday	Extra Holiday Used	24.0000	878.90	37.6995	25.89
03/27/2023	Monday	Regular Hourly	56.0000	2,050.76	37.6995	60.41
04/03/2023	Monday	Regular Hourly	56.0000	2,050.76	37.6995	60.41
04/10/2023	Monday	Regular Hourly	8.0000	292.97	37.6995	8.63
04/13/2023	Thursday	Sick Used	24.0000	878.90	37.6995	25.89
04/16/2023	Sunday	Vacation Used	24.0000	878.90	37.6995	25.89
04/17/2023	Monday	Regular Hourly	29.0000	1,062.00	37.6995	31.29
04/19/2023	Wednesday	Personal Used	3.0000	109.86	37.6995	3.24
04/22/2023	Saturday	Extra Holiday Used	24.0000	878.90	37.6995	25.89
04/24/2023	Monday	Regular Hourly	5.0000	183.10	37.6995	5.40
04/25/2023	Tuesday	Vacation Used	24.0000	878.90	37.6995	25.89
04/28/2023	Friday	Vacation Used	24.0000	878.90	37.6995	25.89
04/29/2023	Saturday	Personal Used	3.0000	109.86	37.6995	3.24
04/29/2023	Saturday	Staffing @ 1.0 FKA Manning	3.0000	109.86	37.6995	3.24
05/01/2023	Monday	Regular Hourly	56.0000	2,050.76	37.6995	60.41
05/08/2023	Monday	Regular Hourly	56.0000	2,050.76	37.6995	60.41
05/15/2023	Monday	Regular Hourly	32.0000	1,171.86	37.6995	34.52
05/20/2023	Saturday	Extra Holiday Used	24.0000	878.90	37.6995	25.89
05/22/2023	Monday	Regular Hourly	8.0000	292.97	37.6995	8.63
05/25/2023	Thursday	Extra Holiday Used	24.0000	878.90	37.6995	25.89

	05/26/2023	Friday	Extra Holiday Used	24.0000	878.90	37.6995	25.89
							1271.88
2116 Valyou, Jamie L						New Rate for BC S1	Difference Owed:
BC Step 1	01/02/2023	Monday	Regular Hourly	32.0000	1,171.86	37.6995	34.52
	01/02/2023	Monday	Extra Holiday Used	24.0000	878.90	37.6995	25.89
	01/09/2023	Monday	Regular Hourly	56.0000	2,050.76	37.6995	60.41
	01/16/2023	Monday	Regular Hourly	56.0000	2,050.76	37.6995	60.41
	01/23/2023	Monday	Regular Hourly	52.2500	1,913.43	37.6995	56.37
	01/23/2023	Monday	Personal Used	3.7500	137.33	37.6995	4.04
	01/30/2023	Monday	Regular Hourly	32.0000	1,171.86	37.6995	34.52
	02/04/2023	Saturday	Extra Holiday Used	24.0000	878.90	37.6995	25.89
	02/06/2023	Monday	Regular Hourly	56.0000	2,050.76	37.6995	60.41
	02/13/2023	Monday	Regular Hourly	53.5000	1,959.21	37.6995	57.71
	02/19/2023	Sunday	Personal Used	2.5000	91.55	37.6995	2.70
	02/20/2023	Monday	Regular Hourly	51.7500	1,895.12	37.6995	55.83
	02/22/2023	Wednesday	Regular Hourly	3.2500	119.02	37.6995	3.50
	02/22/2023	Wednesday	Personal Used	1.0000	36.62	37.6995	1.08
	02/27/2023	Monday	Regular Hourly	56.0000	2,050.76	37.6995	60.41
	03/06/2023	Monday	Regular Hourly	8.0000	292.97	37.6995	8.63
	03/09/2023	Thursday	Regular Hourly	24.0000	878.90	37.6995	25.89
	03/12/2023	Sunday	Regular Hourly	24.0000	878.90	37.6995	25.89
	03/13/2023	Monday	Regular Hourly	32.0000	1,171.86	37.6995	34.52
	03/15/2023	Wednesday	Extra Holiday Used	24.0000	878.90	37.6995	25.89
	03/20/2023	Monday	Regular Hourly	56.0000	2,050.76	37.6995	60.41
	03/27/2023	Monday	Regular Hourly	56.0000	2,050.76	37.6995	60.41
	04/03/2023	Monday	Regular Hourly	56.0000	2,050.76	37.6995	60.41
	04/10/2023	Monday	Regular Hourly	48.0000	1,757.79	37.6995	51.79
	04/11/2023	Tuesday	Regular Hourly	8.0000	292.97	37.6995	8.63
	04/17/2023	Monday	Regular Hourly	56.0000	2,050.76	37.6995	60.41
	04/24/2023	Monday	Regular Hourly	32.0000	1,171.86	37.6995	34.52
	04/29/2023	Saturday	Extra Holiday Used	24.0000	878.90	37.6995	25.89
	05/01/2023	Monday	Regular Hourly	53.0000	1,940.90	37.6995	57.17

Hours Analysis Report

Work Date 01/01/23 - 05/28/23
Sort by Benefit Group - Employee
Report Type Detail - Employee - Hours Code

	05/04/2023	Thursday	Personal Used	3.0000	109.86	37.6995	3.24
	05/08/2023	Monday	Regular Hourly	53.0000	1,940.90	37.6995	57.17
	05/10/2023	Wednesday	Personal Used	3.0000	109.86	37.6995	3.24
	05/15/2023	Monday	Sick Used	1.0000	36.62	37.6995	1.08
	05/15/2023	Monday	Regular Hourly	53.0000	1,940.90	37.6995	57.17
	05/15/2023	Monday	Personal Used	2.0000	73.24	37.6995	2.16
	05/22/2023	Monday	Regular Hourly	53.0000	1,940.90	37.6995	57.17
	05/23/2023	Tuesday	Personal Used	3.0000	109.86	37.6995	3.24
							1268.66
						New Rate for BC	Difference Owed
2120 Webster, Edwin W	01/02/2023	Monday	Regular Hourly	56.0000	2,077.42	38.2651	65.4262
	01/09/2023	Monday	Regular Hourly	56.0000	2,077.42	38.2651	65.4262
BC Step 2	01/16/2023	Monday	Regular Hourly	56.0000	2,077.42	38.2651	65.4262
	01/23/2023	Monday	Regular Hourly	56.0000	2,077.42	38.2651	65.4262
	01/30/2023	Monday	Regular Hourly	56.0000	2,077.42	38.2651	65.4262
	02/06/2023	Monday	Regular Hourly	56.0000	2,077.42	38.2651	65.4262
	02/13/2023	Monday	Regular Hourly	56.0000	2,077.42	38.2651	65.4262
	02/20/2023	Monday	Regular Hourly	56.0000	2,077.42	38.2651	65.4262
	02/27/2023	Monday	Regular Hourly	56.0000	2,077.42	38.2651	65.4262
	03/06/2023	Monday	Regular Hourly	56.0000	2,077.42	38.2651	65.4262
	03/13/2023	Monday	Regular Hourly	46.5000	1,725.00	38.2651	54.3276
	03/16/2023	Thursday	Regular Hourly	9.5000	352.42	38.2651	11.0985
	03/20/2023	Monday	Regular Hourly	56.0000	2,077.42	38.2651	65.4262
	03/27/2023	Monday	Regular Hourly	(8.0000)	(296.77)	38.2651	-9.3509
	03/28/2023	Tuesday	Extra Holiday Used	24.0000	890.32	38.2651	28.0426
BC Step 3	03/29/2023	Wednesday	Regular Hourly	16.0000	601.17	38.8389	20.2531
	03/31/2023	Friday	Extra Holiday Used	24.0000	901.75	38.8389	30.3846
	04/03/2023	Monday	Regular Hourly	8.0000	300.58	38.8389	10.1315
	04/03/2023	Monday	Extra Holiday Used	24.0000	901.75	38.8389	30.3846
	04/06/2023	Thursday	Extra Holiday Used	24.0000	901.75	38.8389	30.3846
	04/10/2023	Monday	Regular Hourly	56.0000	2,104.09	38.8389	70.8908
	04/17/2023	Monday	Regular Hourly	56.0000	2,104.09	38.8389	70.8908

Hours Analysis Report

Work Date 01/01/23 - 05/28/23
Sort by Benefit Group - Employee
Report Type Detail - Employee - Hours Code

04/24/2023	Monday	Regular Hourly	8.0000	300.58	38.8389	10.1315
04/27/2023	Thursday	Sick Used	24.0000	901.75	38.8389	30.3846
04/30/2023	Sunday	Sick Used	24.0000	901.75	38.8389	30.3846
05/01/2023	Monday	Regular Hourly	56.0000	2,104.09	38.8389	70.8908
05/08/2023	Monday	Regular Hourly	56.0000	2,104.09	38.8389	70.8908
05/15/2023	Monday	Regular Hourly	56.0000	2,104.09	38.8389	70.8908
05/22/2023	Monday	Regular Hourly	8.0000	300.58	38.8389	10.1315
05/23/2023	Tuesday	Sick Used	24.0000	901.75	38.8389	30.3846
05/24/2023	Wednesday	Sick Used	24.0000	901.75	38.8389	30.3846
						$1,421.60

Base Retro Owed	$9,959.28
AEMT Retro	$5,351.29
	$15,310.57

AEMT

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1799.991	
AEMT 4%	Total Retro &AEMT
84.45	144.8600
84.45	144.8600
84.45	144.8600
48.26	82.7800
36.19	62.0800
84.45	144.8600

48.26	82.7800
36.19	62.0800
84.45	144.8600
84.45	144.8600
-24.13	-41.3900
36.19	62.0800
36.19	62.0800
36.19	62.0800
79.92	137.0975
4.52	7.7625
84.45	144.8600
48.26	82.7800
36.19	62.0800
84.45	144.8600
84.45	144.8600
12.06	20.6900
36.19	62.0800
36.19	62.0800
43.73	75.0175
4.52	7.7625
36.19	62.0800
7.54	12.9375
36.19	62.0800
36.19	62.0800
4.52	7.7625
4.52	7.7625
84.45	144.8600
84.45	144.8600
48.26	82.7800
36.19	62.0800
12.06	20.6900
36.19	62.0800

36.19	62.0800
1777.91	3049.7925
AEMT 4%	Total Retro &AEMT
48.26	82.7800
36.19	62.0800
84.45	144.8600
84.45	144.8600
78.79	135.1619
5.65	9.6981
48.26	82.7800
36.19	62.0800
84.45	144.8600
80.68	138.3913
3.77	6.4688
78.04	133.8681
4.90	8.4044
1.51	2.5875
84.45	144.8600
12.06	20.6900
36.19	62.0800
36.19	62.0800
48.26	82.7800
36.19	62.0800
84.45	144.8600
84.45	144.8600
84.45	144.8600
72.38	124.1700
12.06	20.6900
84.45	144.8600
48.26	82.7800
36.19	62.0800
79.92	137.0975

4.52	7.7625
79.92	137.0975
4.52	7.7625
1.51	2.5875
79.92	137.0975
3.02	5.1750
79.92	137.0975
4.52	7.7625
1773.39	3042.0500

Board of Finance and City Council Submission Checklist

Department: Fire/HR Submitter: Chief LaChance/Director Durfee

Title/Subject: Fire Compression

	Approval:	Meeting Date:
☒	Board of Finance	6/12/2023
☒	City Council	6/20/2023
☐	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	5/31/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	6/7/2023	Click or tap here to enter text.
Board/Commission, if required	N/A	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	6/7/2023	J. Pellerin
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	6/7/2023	J. Pellerin
CAO has reviewed budget, financing, and memo	Yes	6/1/2023	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	Yes	6/5/2023	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	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?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	Yes	Pay tables and retro payout
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.

Resolution Relating to

ANNUAL TAX ASSESSMENTS ON THE PROPERTY GRAND LIST OF THE CITY FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024

RESOLUTION_____

Sponsor(s): Mayor Weinberger; Bd. of Finance
Introduced: _____
Referred to: _____
_____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty-Three ……

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

That WHEREAS, the taxes on the Property Grand List of the City made up in 2023 (the "Grand List") hereby are levied and assessed for the fiscal year beginning July 1, 2023, and ending June 30, 2024 ("the Fiscal Year ending June 30, 2024" or "FY 24"), as follows:

FIRST: that a tax of nineteen and fifty-two one-hundredths cents ($.1952), one-half cent ($.0050) of which is dedicated to the Bike Path Maintenance and Improvement Fund, on the dollar of said Grand List is levied and assessed for City purposes to meet the accrued and accruing liabilities of the City for the Fiscal Year ending June 30, 2024;

SECOND: that a tax of five and one-half cents ($.0550), twenty-eight-hundredths of a cent ($.0028) of which is dedicated to tree and green belt improvements, on the dollar of said Grand List is levied and assessed to pay for keeping the streets of the City in repair during the Fiscal Year ending June 30, 2024;

THIRD: that a tax of seven and eight-five one-hundredths cents ($.0785) on the dollar of said Grand List is levied and assessed to meet the facility and other needs of the City Police Department and the City Fire Department for the Fiscal Year ending June 30, 2024;

FOURTH: that a tax of one cent ($.0100) on the dollar of said Grand List is levied and assessed to provide funding for open space land conservation for the Fiscal Year ending June 30, 2024;

FIFTH: that a tax of one cent ($.0100) on the dollar of said Grand List is levied and assessed to provide funding for the Housing Trust Fund for the Fiscal Year ending June 30, 2024;

SIXTH: that a tax of four and fifty-one-hundredths cents ($.0450) on the dollar of said Grand List is levied and assessed for the care and improvement of park property and expenses of the parks and recreation department for the Fiscal Year ending June 30, 2024;

SEVENTH: that a tax of one cent ($.0100) on the dollar of said Grand List is levied and for the funding of the "Penny for Parks" program administered by the Parks and Recreation Department for the Fiscal Year ending June 30, 2024;

EIGHTH: that a tax of three and twelve one-hundredths cents ($.0312) on the dollar of said Grand List is levied and assessed to pay for keeping the highways of the City in repair during the Fiscal Year ending June 30, 2024;

NINTH: that a tax of fifty-one-hundredths of a cent ($.0050) on the dollar of said Grand List is levied and assessed for the purchase of books and other media and other book acquisition related expenses for the Fletcher Free Library for the Fiscal Year ending June 30, 2024;

TENTH: that a tax of three and twenty-eight one-hundredths cents ($.0328) on the dollar of said Grand List is levied and assessed to pay for transportation (Green Mountain Transit) for the Fiscal Year ending June 30, 2024;

ELEVENTH: that a tax of forty-one one-hundredths of a cent ($.0041) on the dollar of said Grand List is levied and assessed to pay the County tax against the City for the Fiscal Year ending June 30, 2024;

TWELFTH: that a tax of fifteen and seventy-eight one-hundredths cents ($.1578) on the dollar of said Grand List is levied and assessed to provide the funds required for the appropriations to be paid to the Burlington Employees' Retirement system for the Fiscal Year ending June 30, 2024 under the provision of the Ordinance relating thereto;

THIRTEENTH: that a tax of eleven and seventy-seven one-hundredths cents ($.1177) on the dollar of said Grand List is levied and assessed for payments of bonds due for general City purposes for the Fiscal Year ending June 30, 2024;

FOURTEENTH: that a tax of three- and fifty-one-hundredth cents ($.0350) on the dollar of non-residential properties located in the downtown improvement district of said Grand List is levied and assessed for the purposes of a downtown parking program for the Fiscal Year ending June 30, 2024;

FIFTEENTH: that the total Municipal Tax Rate for the year ending June 30, 2023, which includes all elements set forth above (except paragraph Fourteenth) is seventy-five and twenty-three one-hundredths cents ($.7523) on the dollar of said Grand List for the Fiscal Year ending June 30, 2024;

NOW, THEREFORE, BE IT RESOLVED that the City Clerk-Treasurer’s office is directed to include in the preparation of tax bills for the year ending June 30, 2024, the Local Agreement Tax Rate required by 32 V.S.A. §5404a (d), which shall be of three one-thousandths cents on the dollar ($.0003), and this tax rate shall be shown as a separate and distinct tax rate; and

BE IT FURTHER RESOLVED that the City Clerk-Treasurer's office is directed to include in the preparation of tax bills the annual tax assessment for the Burlington School Department as directed by the Board of School Commissioners in accordance with the City Charter and State law;

BE IT FURTHER RESOLVED that the Chief Administrative Officer is directed to make out tax rate bills of all the foregoing taxes as soon as can be completed for the collection properly certified according to law.

JP/KS/Resolutions 2023/Treasurer - Annual Tax Assessments on the Property Grand List of the City for the Fiscal Year Beginning July 1, 2023 (Tax Assessment)
6/15/2023

City of Burlington, VT
149 Church Street
Burlington, VT 05401

www.burlingtonvt.gov/plan

TO: Burlington Police Commission
FROM: Meagan Tuttle, Director
DATE: June 13, 2023
RE: 2022 Annual Report on BPD data

The purpose of this communication is to share an update with the Police Commission on the timing of the 2022 Annual Report.

Shortly after the presentation of the 2021 Annual Report, the previous City Data Analyst resigned for a teaching position. Despite the department's concerted efforts to recruit and fill this position, there was a six-month vacancy in this role. Zoe Portlas began in the role at the beginning of February 2023, just a few months prior to the target timeline for delivery of the annual report.

The process of cleaning and analyzing incident data to produce the report typically begins around the first of the year. However, in addition to onboarding and training Zoe in the Data Analyst role, numerous technical issues have delayed the report. Back end security changes for the Valcour system prevented the analysts from successfully retrieving data needed for the report as well as for the public-facing data dashboard. While some of this data was retrieved in mid-April, the issue was not fully resolved until last week.

Additionally, in 2022 BPD began using a new vendor and software for tracking use of force incidents. As of last week, the city still had not received the full incident-level data needed from its vendor to perform the use of force analyses for the report. BPD is currently working with its vendor to make a final attempt to get this data, and Chief Murad has committed to providing this data from the department's individual reports if unsuccessful.

Our team continues to work diligently to resolve these data access challenges. With last week's progress and a new backup plan for use of force data, we anticipate that the 2022 annual report will be ready for discussion at the Commission's August meeting.

The City of Burlington will not tolerate unlawful harassment or discrimination on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status or genetic information. The City is also committed to providing proper access to services, facilities, and employment opportunities. For accessibility information or alternative formats, please contact the City Planning department or 711 if you are hearing or speech impaired.