



Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM

5:30 pm, Contois Auditorium OR Remotely via ZOOM:

Please click the link below to join the webinar:

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****CCTV link: https://www.youtube.com/playlist?list=PLIjLFn4BZd2PwCge7lNoKug676jIf_iUA ****

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

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

1. Agenda

Subject	1.1. Motion to amend/adopt agenda
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 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: add to the consent agenda item 5.47. Special Event Outdoor Entertainment Permit Application (two days only): The Pinery, 377 Pine Street; add to the consent agenda item 5.48. Communication: Robert Bristow-Johnson, re: New Erosion at Bike Bridge and Mayes Landing; add to the consent agenda item 5.49. Communication: Selene Colburn and Rachel Siegel, re: double standard in the City's treatment of Former REIB Director Tyestia Green; note that agenda item 6.4. Annual Report for 2022-23 - Parks, Recreation and Waterfront Commission is postponed to the next Council meeting, September 11 (per City Council President Paul)

2. Communication: Mayor Miro Weinberger & Airport Director Nic Longo, re: Negotiation of an agreement with VTANG regarding capital investments (verbal) ****expected executive session** 5:30 pm - 6:00 pm ****

Subject	2.1. Communication: Mayor Miro Weinberger & Airport Director Nic Longo, re: Negotiation of an agreement with VTANG regarding capital investments (verbal) **expected executive session** 5:30 pm - 6:00 pm**
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM

Category	2. Communication: Mayor Miro Weinberger & Airport Director Nic Longo, re: Negotiation of an agreement with VTANG regarding capital investments (verbal) **expected executive session** **5:30 pm - 6:00 pm **
Department	Attorney's Office
Type	Action Procedural
Recommended Action	Motion 1: Move that the Council find that premature general public knowledge of information concerning contract negotiations of an agreement with VTANG regarding capital investments would clearly place the City at a substantial disadvantage with such negotiations; Motion 2: Based upon that finding, move that the Council go into executive session to receive information regarding agreement negotiations with VTANG, 1 VSA §313(a)(1)(A).

3. Public Forum: Time Certain: 6:15 pm **See above for signup instructions**

Subject	3.1. Verbal Comments
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	3. Public Forum: Time Certain: 6:15 pm **See above for signup instructions**
Department	Council and Board
Type	Action Procedural
Recommended Action	open Public Forum close Public Forum

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

Subject	4.1. Climate emergency reports
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	4. Climate Emergency Reports (5 - 10 mins.)
Department	Council and Board
Type	Information

5. Consent Agenda

Subject	5.1. Motion to adopt the consent agenda (as amended) and take the actions indicated
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Consent Agenda
Department	Council and Board

Type	Action (Consent) Procedural
Recommended Action	Motion to adopt the consent agenda and take the actions indicated
Subject	5.2. Communication: CT Office, re: Accountability List
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information
Recommended Action	waive the reading, accept the communication and place it on file
Subject	5.3. Communication: CT Office, re: March 27, 2023 Local Control Commission Meeting Minutes, Draft
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information Minutes
Recommended Action	waive the reading, accept the communication, place it on file and adopt the minutes as received at the July 24, 2023 Regular City Council Meeting
Subject	5.4. Communication: CT Office, re: March 27, 2023 Regular City Council Meeting Minutes, Draft
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Information Minutes Communication
Recommended Action	waive the reading, accept the communication, place it on file and adopt the minutes as received at the July 24, 2023 Regular City Council Meeting
Subject	5.5. Communication: CT Office, re: April 3, 2023 Organization Day Meeting Minutes, Draft

Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information Minutes
Recommended Action	waive the reading, accept the communication, place it on file and adopt the minutes as received at the July 24, 2023 Regular City Council Meeting
Subject	5.6. Communication: CT Office, re: April 17, 2023 Local Control Commission Meeting Minutes, Draft
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information Minutes
Recommended Action	waive the reading, accept the communication, place it on file and adopt the minutes as received at the July 24, 2023 Regular City Council Meeting
Subject	5.7. Communication: CT Office, re: April 17, 2023 Regular City Council Meeting Minutes, Draft
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information Minutes
Recommended Action	waive the reading, accept the communication, place it on file and adopt the minutes as received at the July 24, 2023 Regular City Council Meeting
Subject	5.8. Communication: CT Office, re: May 1, 2023 Full Board of Abatement of Taxes Meeting Minutes, Draft
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Consent Agenda

Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information Minutes
Recommended Action	waive the reading, accept the communication, place it on file and adopt the minutes as received at the July 24, 2023 Regular City Council Meeting
Subject	5.9. Communication: CT Office, re: May 1, 2023 Local Control Commission Meeting Minutes, Draft
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information Minutes
Recommended Action	waive the reading, accept the communication, place it on file and adopt the minutes as received at the July 24, 2023 Regular City Council Meeting
Subject	5.10. Communication: CT Office, re: May 1, 2023 City Council With Mayor Presiding Meeting Minutes, Draft
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information Minutes
Recommended Action	waive the reading, accept the communication, place it on file and adopt the minutes as received at the July 24, 2023 Regular City Council Meeting
Subject	5.11. Communication: CT Office, re: May 1, 2023 Regular City Council Meeting Minutes, Draft
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information

Minutes

Recommended Action	waive the reading, accept the communication, place it on file and adopt the minutes as received at the July 24, 2023 Regular City Council Meeting
Subject	5.12. Communication: CT Office, re: May 15, 2023 Regular City Council Meeting Minutes, Draft
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information Minutes
Recommended Action	waive the reading, accept the communication, place it on file and adopt the minutes as received at the July 24, 2023 Regular City Council Meeting
Subject	5.13. Communication: CT Office, re: May 22, 2023 Special City Council Meeting Minutes, Draft
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information Minutes
Recommended Action	waive the reading, accept the communication, place it on file and adopt the minutes as received at the July 24, 2023 Regular City Council Meeting
Subject	5.14. Communication: CT Office, re: May 30, 2023 Special City Council Meeting Minutes, Draft
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information Minutes
Recommended Action	waive the reading, accept the communication, place it on file and adopt the minutes as received at the July 24, 2023 Regular City Council Meeting

Subject **5.15. Communication: CT Office, re: June 5, 2023 Regular City Council Meeting Minutes, Draft**

Meeting August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM

Category 5. Consent Agenda

Department Clerk/Treasurer's Office

Type Action (Consent)
Communication
Information
Minutes

Recommended Action waive the reading, accept the communication, place it on file and adopt the minutes as received at the July 24, 2023 Regular City Council Meeting

Subject **5.16. Communication: CT Office, re: June 5, 2023 Local Control Commission Meeting Minutes, Draft**

Meeting August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM

Category 5. Consent Agenda

Department Clerk/Treasurer's Office

Type Action (Consent)
Communication
Information
Minutes

Recommended Action waive the reading, accept the communication, place it on file and adopt the minutes as received at the July 24, 2023 Regular City Council Meeting

Subject **5.17. Communication: CT Office, re: June 20, 2023 City Council With Mayor Presiding Meeting Minutes, Draft**

Meeting August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM

Category 5. Consent Agenda

Department Clerk/Treasurer's Office

Type Action (Consent)
Communication
Information
Minutes

Recommended Action waive the reading, accept the communication, place it on file and adopt the minutes as received at the July 24, 2023 Regular City Council Meeting

Subject **5.18. Communication: CT Office, re: June 20, 2023 Local Control Commission Meeting Minutes, Draft**

Meeting August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM

Category	5. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information Minutes
Recommended Action	waive the reading, accept the communication, place it on file and adopt the minutes as received at the July 24, 2023 Regular City Council Meeting
Subject	5.19. Communication: CT Office, re: June 20, 2023 Regular City Council Meeting Minutes, Draft
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information Minutes
Recommended Action	waive the reading, accept the communication, place it on file and adopt the minutes as received at the July 24, 2023 Regular City Council Meeting
Subject	5.20. Communication: CT Office, re: June 26, 2023 Special City Council Meeting Minutes, Draft
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information Minutes
Recommended Action	waive the reading, accept the communication, place it on file and adopt the minutes as received at the July 24, 2023 Regular City Council Meeting
Subject	5.21. Communication: CT Office, re: June 26, 2023 Special City Council With Mayor Presiding Meeting Minutes, Draft
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Consent Agenda
Department	Clerk/Treasurer's Office

Type	Action (Consent) Communication Information Minutes
Recommended Action	waive the reading, accept the communication, place it on file and adopt the minutes as received at the July 24, 2023 Regular City Council Meeting
Subject	5.22. Green Castle Group - 15 Hungerford Terrace - Construction Barricade Fencing and Parking Obstruction - DPW
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	to approve the First Amendment to License Agreement between the City and Green Castle Group LLC, in order to extend the term of the agreement through January 1, 2024, granting use of the City right-of-way for construction fencing and parking stalls located at 15 Hungerford Terrace; and, to authorize the Mayor to execute the First Amendment to License Agreement in substantial conformity with the License Agreement attached--subject to approval by the City Attorney's Office--on behalf of the City of Burlington
Subject	5.23. Communication: Kim Hornung-Marcy, re: Public Forum 7/24/23, Wood Smoke
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information
Recommended Action	waive the reading and place it on file
Subject	5.24. Special Event Outdoor Entertainment Permit Application (three days only): SEABA, Art Hop, September 8 - 10, 2023, various locations and times throughout the South End
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)

Recommended Action	approve the three day only special event outdoor entertainment permit application for SEABA, Art Hop, September 8 - 10, 2023, various locations and times throughout the South End
Subject	5.25. Communication: Holly Bessette, re: Parking
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place it on file
Subject	5.26. Authorization to Execute Contracts with On-Call Water Resources Excavation Contractors - DPW - Water Resources
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Consent Agenda
Department	Public Works Department - Water Resources
Type	Action (Consent)
Recommended Action	to approve and authorize the Director of Public Works to execute Main On-Call Agreements with three (3) water resources excavation contractors (BP Wastewater Services LLC, Engineers Construction, Inc. and S D Ireland Brothers Corporation), each with a maximum limiting amount of \$200,000, for a total authorized expenditure of \$600,000, subject to review and approval by the City Attorney
Subject	5.27. Request for approval of three contracts related to the River Siphon Break emergency response - DPW - Water Resources
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Consent Agenda
Department	Public Works Department - Water Resources
Type	Action (Consent)
Recommended Action	1. "To retroactively authorize and ratify the Director of Public Works' execution of a contract with BP Wastewater for sewage pumping and hauling services, for an amount up to \$232,200, subject to the review and approval of the City Attorney's Office." 2. "To retroactively authorize and ratify the Director of Public Works' execution of the following agreements related to the construction of the temporary bypass pumping system: i. an amendment to the Main Agreement for On-Call Services with Engineers Construction Inc. for on-call repair services for an amount up to \$775,000; and, ii. a Work Assignment Agreement for On-Call Services with Engineers Construction Inc. for construction of a temporary bypass pumping

system, assigned pursuant to the above-referenced Main Agreement for On-Call Services for an amount up to \$550,000 inclusive of the Main Agreement limit;

Provided that both such agreements shall not exceed a total authorized amount of \$775,000 combined and shall be subject to the prior review and approval of the City Attorney's Office."

3. "To authorize the Director of Public Works to execute an agreement or a series of agreements with Rain For Rent for pump rental services in furtherance of emergency pumping related to the temporary bypass of flows from the Winooski River wastewater pipe failure; and, to retroactively authorize and ratify all such rental costs incurred retroactive to July 24, 2023 provided that the total authorized expenditure under all such agreements shall not exceed \$82,980, inclusive of such rental costs incurred retroactive to July 24, 2023, and that execution of the same shall be subject to the prior review and approval of the City Attorney's Office."

Subject	5.28. Request to accept a Federal Aviation Administration Grant for the Residential Sound Insulation Project FAA Phase 3 Project and Execute Contracts for Construction and Inspection Services for this Project with Strong Tower Construction, Inc. and Jones Payne Group, Inc. respectively - Airport
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Consent Agenda
Department	Airport
Type	Action (Consent)
Recommended Action	1. "To authorize the Director of Aviation to accept and execute a grant from the Federal Aviation Administration in an amount up to \$5,511,621.34 with a 15% contingency, totaling up to \$6,338,364.54 as allowed under the grant, for program management and development, community outreach, evaluation of structures, design services, bid and award activities, and construction activities for 52 homes, subject to review and approval of the City Attorney's Office." 2. "To authorize the Director of Aviation to execute a contract with Strong Tower Construction, Inc. in an amount of up to \$4,780,947.00 with a 15% contingency totaling up to \$5,498,089.05 as allowed under the grant, for construction activities for 52 homes , subject to review by the City Attorney's Office." 3. "To authorize the Director of Aviation to execute a contract with The Jones Payne Group, Inc. in the amount of up to \$1,325,076.71 with a 15% contingency totaling \$1,523,838.22 as allowed under the grant for program management and development, community outreach, evaluation of structures, design services, bid, award activities and construction activities for approximately 50 homes, subject to review by the City Attorney's Office."

Subject	5.29. Request to Accept a Federal Aviation Administration Grant and Execute a Contract for Design, Permitting and Bidding of the Snow Removal Equipment Building Project with Passero Associates - Airport
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Consent Agenda
Department	Airport

Type	Action (Consent)
Recommended Action	1. "To authorize the Director of Aviation to execute a grant from the Federal Aviation Administration accept an amount up to 1,160,011.80, with a 15% contingency, totaling up to \$1,334,013.57, contingency as allowed under the grant, for the design, permitting, and bidding of the Snow Removal Equipment Building Project, subject to review by the City Attorney's Office." 2. "To authorize the Director of Aviation to execute contracts with Passero Associates Inc. in an amount of up to \$1,272,902.00, with a 15% contingency, totaling up to \$1,463,337.30, contingency as allowed under the grant, for design, permitting, and bidding of the Snow Removal Equipment Building Project, subject to review by the City Attorney's Office."
Subject	5.30. Request to Execute a Federal Aviation Administration (FAA) grant and execute a Contract with Hoyle Tanner & Associates, Inc. to update the Airports Pavement Management Plan - Airport
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Consent Agenda
Department	Airport
Type	Action (Consent)
Recommended Action	1. "To authorize the Director of Aviation to execute a grant from the Federal Aviation Administration accept an amount up to \$226,970.10, with a 15% contingency, totaling up to \$261,015.62, as allowed under the grant, for the update of the Pavement Management Plan, subject to review by the City Attorney's Office." 2. "To authorize the Director of Aviation to execute a contract with Hoyle Tanner and Associates, Inc. in a cumulative amount of up to \$241,689.00 with a 15% contingency totaling \$277,942.35, as allowed by the grant for the update of the Pavement Management Plan (PMP), subject to review by the City Attorney's Office."
Subject	5.31. Request to Accept and Execute a Federal Aviation Administration (FAA) Grant and Contract with Hoyle Tanner & Associates, Inc. for the planning, design, permitting and bidding an expansion of the existing Cargo Apron - Airport
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Consent Agenda
Department	Airport
Type	Action (Consent)
Recommended Action	1. "To authorize the Director of Aviation to execute a grant from the Federal Aviation Administration accept an amount up to \$275,490.00, with a 15% contingency, totaling up to \$316,813.50, as allowed under the grant, for the planning, design, permitting, and bidding of the cargo apron expansion, subject to review by the City Attorney's Office."

2. "To authorize the Director of Aviation to execute a contract with Hoyle Tanner and Associates, Inc. in a cumulative amount of up to \$296,100.00 with a 15% contingency totaling \$340,515.00, as allowed by the grant, for planning, design, permitting, and bidding of the cargo apron expansion, subject to review by the City Attorney's Office."

Subject **5.32. Request to Execute a Contract with Stantec Consulting Services Inc. for the Design, Permitting, and Bidding of Runway 15-33 Rehabilitation Project - Airport**

Meeting August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM

Category 5. Consent Agenda

Department Airport

Type Action (Consent)

Recommended Action to authorize the Director of Aviation to execute a contract with Stantec Consulting Services Inc. in an amount up to \$688,486.00, with a 15% contingency totaling \$791,758.90, as allowed under the grant for the planning, design, permitting, and bidding of the pavement management and rehabilitation of Runway 15-33, subject to review by the City Attorney's Office

Subject **5.33. Final Change Order - CY22 Sidewalk Reconstruction Program - DPW**

Meeting August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM

Category 5. Consent Agenda

Department Public Works Department

Type Action (Consent)

Recommended Action

1. To authorize the Chief Administrative Officer, or her designee, to affect all necessary budget amendments and transfers of funds, as described in the attached project budget, to a total of \$1,110,031.34 for the projected construction costs to complete the CY22 Sidewalk Reconstruction Program.
2. To retroactively authorize the Director of Public Works to execute the a balancing change order for the construction contract for the CY22 Sidewalk Reconstruction Project with SD Ireland Brothers Corporation for a final amount of \$1,110,031.34, subject to the final review and approval by the Office of the City Attorney.

Subject **5.34. FY24 Parking Garage Security Contract - DPW - Division of Parking and Traffic**

Meeting August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM

Category 5. Consent Agenda

Department Public Works Department

Type	Action (Consent)
Recommended Action	To approve and authorize: 1) the Director of Public Works to execute a contract for FY24 with Green Mountain Concert Services for security services at the Marketplace Garage and Downtown Garage for a total authorized contract value not to exceed \$280,000, subject to review and approval by the City Attorney's Office and approval by the Chief Administrative Office for compliance with the City's procurement and expenditure policies; and, 2) an FY24 budget amendment for Fund 265 – Parking Facilities for general ledger line item 19-205-451- 6500_103 (Marketplace Garage) from 90,000 to \$140,000 and line item 19-205-455-6500_103 (Downtown Garage) from \$90,000 to \$140,000, for a total budgeted expenditure of \$280,000; to be drawn against currently budgeted net revenues.
Subject	5.35. Marketplace Garage Repair - DPW - Division of Parking and Traffic
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	to approve and retroactively authorize the increase of the maximum limiting amount of the contract with Structural Preservation Systems, LLC from \$545,955 by \$23,564, resulting in a total authorized expenditure of \$569,519 for repairs completed to the Marketplace Garage and further authorize the Director of the Department of Public Works to execute an amendment to such contract to reflect the increased maximum limiting amount, subject to review by the City Attorney's Office
Subject	5.36. FY24 Recycling Truck Purchase Cost Increase - DPW
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	to approve and authorize the Department of Public Works to spend an additional \$44,145.00, for a total of \$309,145.00, for the FY24 Recycling truck purchase; and, to further authorize the Director of the Department of Public Works to execute a purchase agreement, and other associated documents necessary to effect such purchase, with Allegiance Trucks for a total purchase price not to exceed \$309,145.00, subject to the review of the City Attorney's Office
Subject	5.37. Champlain Parkway - Design Contract Amendment No. 18 with Clough, Harbour & Associates - DPW
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Consent Agenda

Department	Public Works Department
Type	Action (Consent)
Recommended Action	to authorize the Director of Public Works to execute Contract Amendment Number 18 to the contract with Clough Harbour & Associates for engineering design services for the Champlain Parkway project, increasing the total contract amount by \$520,826.34 and the local match obligation by \$10,416.52, for a total authorized contract amount not to exceed \$13,992,929.18 and a local match obligation in the amount of \$279,858.59, subject to review and approval by the City Attorney's Office
Subject	5.38. CY23 Paving Contract Amendment for Additional Patching Work - DPW
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	1. To approve and authorize the Director of Public Works to execute an amendment to the Calendar Year 2023 Paving Program contract with Engineers Construction Inc. in the amount of \$337,254.00, bringing the total contract value up to \$1,893,552.45, and authorize the use of \$173,634.85 in contingency funds to be available to use toward any necessary future contract amendments, and further authorize execution of any such necessary amendments upon review and approval by the City Attorney's Office, for a total authorized amount of \$2,067,187.30. 2. To authorize the Chief Administrative Officer or designee to affect all necessary budget amendments and transfers of funds, as described in the attached budget amendment form, for a total of \$35,000 in street capital funds to be used to complete the CY23 Paving Program project
Subject	5.39. Reclassification of One (1) CEDO Position with No Adverse Impact to the City's General Fund - CEDO/HR
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Consent Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action (Consent)
Recommended Action	move to approve the reclassification of the Community Development Specialist II – Grant Management position, from a Regular Service, Full-Time, Non-Exempt, Union, Grade 17 to the position of Senior Community Development Specialist – Grant Management, a Regular Service, Full-Time, Non-Exempt, Union, Grade 18
Subject	5.40. Church Street Marketplace Winter Holiday and Winter Lights - Authorization to Award Contract - CSM
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Consent Agenda

Department	Church St. Marketplace
Type	Action (Consent)
Recommended Action	to authorize the Director of the Church Street Marketplace to execute a three-year contract with SavATree, LLC for Winter Holiday and Winter Light services for a total authorized amount not to exceed \$101,445 subject to final review and approval by the City Attorney's Office
Subject	5.41. Church Street Marketplace Snow Removal - Authorization to Award Contract - CSM
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Consent Agenda
Department	Church St. Marketplace
Type	Action (Consent)
Recommended Action	to authorize the Director of the Church Street Marketplace to execute a three-year contract with J. Labrecque, LLC for snowplowing services for a total authorized amount not to exceed \$173,100, subject to final review and approval by the City Attorney's Office
Subject	5.42. Fletcher Free Library Security Guard Contract FY24 - Library
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Consent Agenda
Department	Fletcher Free Library
Type	Action (Consent)
Recommended Action	to authorize Mary Danko, Director of the Fletcher Free Library, to execute a Contract Agreement and any related documents needed to carry out said contract with Chocolate Thunder, LLC for a 1 year contract of security guard services for the Fletcher Free Library at a rate of \$45.00 per hour in an amount up to \$135,720.00 with a contingency of \$9,450.00 for a total maximum limiting amount of \$145,180.00, subject to final review and approval of the City Attorney's Office
Subject	5.43. Communication: Colin Hilliard, re: BBA Comment Re: FY24 Parking Garage Security Contract
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication

Recommended Action	waive the reading and place it on file
Subject	5.44. 2023 Annual Report - Board for Registration of Voters
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Information Report
Recommended Action	waive the reading, accept the report and place it on file
Subject	5.45. FIO Documents
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information
Recommended Action	for information only
Subject	5.46. Resolution: Approving The Pledging Of The Credit Of The City In Anticipation Of The Receipt Of Revenue From The Parking Traffic Division Of The Public Works Department - CT
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Resolution
Recommended Action	waive the reading and adopt the resolution
Subject	5.47. Special Event Outdoor Entertainment Permit Application (two days only): The Pinery, 377 Pine Street
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Consent Agenda
Department	Clerk/Treasurer's Office

Type	Action (Consent)
Recommended Action	approve the two day only special event outdoor entertainment permit application for The Pinery, 377 Pine Street, September 8 - 9, 2023
Subject	5.48. Communication: Robert Bristow-Johnson, re; New Erosion at Bike Bridge and Mayes Landing
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information
Recommended Action	waive the reading and place it on file
Subject	5.49. Communication: Selene Colburn and Rachel Siegel, re: double standard in the City's treatment of Former REIB Director Tyestia Green
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Communication Action (Consent)
Recommended Action	waive the reading and place it on file

6. Deliberative Agenda

Subject	6.1. Communication: Mayor Miro Weinberger, re: Appointment of Deputy City Attorney
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Deliberative Agenda
Department	Mayor's Office
Type	Action Communication
Recommended Action	confirm the appointment of Jared Pellerin as Deputy City Attorney
Subject	6.2. Tobacco License Application (2023-2024): Fireman Smoke Shop LLC, 130 Church Street
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM

Category 6. Deliberative Agenda

Department Clerk/Treasurer's Office

Type Action

Recommended Action approve the 2023-2024 Tobacco License Application for Fireman Smoke Shop LLC, 130 Church Street

Subject 6.3. Appointment: Church Street Marketplace Commission (Term Expires 6/30/26)

Meeting August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM

Category 6. Deliberative Agenda

Department Clerk/Treasurer's Office

Type Action

Recommended Action

Subject 6.4. Annual Report for 2022-23 - Parks, Recreation and Waterfront Commission (15 mins.) *postponed to the next Council meeting, September 11*****

Meeting August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM

Category 6. Deliberative Agenda

Department Parks, Recreation, & Waterfront

Type Action
Information
Report

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

Subject 6.5. Resolution: Support For Fair Contract For UVMC Support Staff United Union (Councilors Bergman, Grant, Hightower, Magee, Dieng, Paul, Shannon, King, Carpenter, Barlow)(20 mins.)

Meeting August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM

Category 6. Deliberative Agenda

Department Council and Board

Type Action
Resolution

Recommended Action waive the reading and adopt the resolution

Subject	6.6. Communication: Heather E. Ross, Sheehey Furlong & Behm PC, re: Financial Review of Expenditures by Racial Equity Inclusion and Belonging Department ("REIB") in Fiscal Years 2021 and 2022 (25 mins.)
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Deliberative Agenda
Department	Attorney's Office
Type	Action Information Report
Recommended Action	to waive the reading and place the report on file

Subject	6.7. Communication: Jared Pellerin, Assistant City Attorney, re: Redistricting Roll-Out (10 mins.)
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Deliberative Agenda
Department	Attorney's Office
Type	Action Communication Information
Recommended Action	waive the reading, accept the communication and place it on file

7. Committee Reports (up to 15 mins.)

Subject	7.1. Verbal reports
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Committee Reports (up to 15 mins.)
Department	Council and Board
Type	Information

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

Subject	8.1. Verbal reports
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	8. City Council - General Affairs (up to 15 mins.)
Department	Council and Board
Type	Information

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

Subject	9.1. Verbal reports
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	9. City Council President - Council Updates (up to 5 mins.)
Department	Council and Board
Type	Information

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

Subject	10.1. Verbal reports
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	10. Mayor - General Affairs (up to 10 mins.)
Department	Council and Board
Type	Information

11. Adjournment

Subject	11.1. Motion to adjourn
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	11. Adjournment
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adjourn

12. Informational and Non-Discrimination Statements

Subject	12.1. This agenda is available in alternative formats upon request. For more information on access, call Lori Olberg, Licensing, Voting and Records Coordinator (802-865-7136)(TTY 802-865-7142). Persons with disabilities who require assistance or special arrangements to participate are encouraged to contact 802-865-7000 (voice) or 802-865-7142 (TTY) at least 72 hours in advance so that proper arrangements can be made. This meeting will also air on Town Meeting TV the Wednesday after the meeting, starting at 8:00 pm and repeating at 1:00 am and 7:00 am the following day. The City of Burlington will not tolerate unlawful harassment or discrimination on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status or genetic information.
Meeting	August 14, 2023 - Regular City Council Meeting - Monday, August 14, 2023, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	12. Informational and Non-Discrimination Statements

Department

Council and Board

Type

Information

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	Resolution: Supporting More Public Input On Police Oversight And Accountability Upon Defeat Of The Ballot Initiative On A Community Control Board
5	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
6	3/13/2023	Communication re Ward 5 NPA Steering Committee to Name the New Shelburne Street Roundabout after Tony Redington
7	3/13/2023	Resolution: Supporting LGBTQIA+ Community Members and Condemning Transphobia

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

11

Resolution: Accepting Grant Funding from the Department of Mental Health for the Crisis Response Team and Exploring the Creation of a Burlington CAIP Department

6/5/2023

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.

10-Aug-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. UPDATE: final report to come in September.
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
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. UPDATE: moved forward to July 24 Council meeting, 2-1 at June 2023 TEUC meeting.
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 resolution, 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	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. UPDATE: Work to continue to September 2023.
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
City Council will work in collaboration with community members and organizations and the City administration to develop a plan for ongoing activities to support and amplify the voices of the LGBTQIA+ community, including days of action, flying pride flags on City property, and organizing a speakers series; City Councils urges Burlington’s state legislative delegation to look at current state hate crime statute to look to extend protections for schools and organizations that advocate/support LGBTQ+ (and other minoritized communities) from hate motivated targeted crimes City Council’s Ordinance Committee shall, in coordination with the Burlington Police Department and the City Attorney’s Office, examine Burlington’s graffiti ordinance and consider changes that address continued defacement of public property, and graffiti that spreads hateful and	

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 CEDC 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.	

requests an evaluation be done to explore Burlington CAIP becoming a department of the City , an evaluation be done to review the reporting and supervisory structure needed to support three public safety departments (police, fire and CAIP), that a report come to Public Safety Committee in October 2023, approval for the Chief of Police to accept the Department of Mental Health grant for Burington CARES

e oversight and accountability.

BURLINGTON LOCAL CONTROL COMMISSION
CITY HALL – CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
March 27, 2023
DRAFT

MEMBERS PRESENT: Karen Paul
Joan Shannon
Ali Dieng (via Zoom)
Perri Freeman
Sarah E Carpenter
Mark Barlow
Joe Magee
Gene Bergman
Ben Traverse
Maea Brandt
Miro Weinberger

OTHERS PRESENT: Kim Sturtevant
Jordan Redell
Lori Olberg

1.0 AGENDA

City Council President Paul called the meeting to order at 8:15 PM.

MOTION by Commissioner Shannon, SECOND by Commissioner Brandt, to adopt the agenda.

VOTING: unanimous; motion carries.

2.0 CONSENT AGENDA

2.01 Motion to adopt the consent agenda and take the actions indicated

2.02 First, Third Liquor License and Outside Consumption Permit Renewals (2023-2024): see attached list - approve the 2023-2024 First, Third Liquor License and Outside Consumption Permit Renewals as listed with all standard conditions.

MOTION by Commissioner Shannon, SECOND by Commissioner Brandt, to adopt the consent agenda and take the actions indicated for items 2.01-2.02

VOTING: unanimous; motion carries.

3.0 DELIBERATIVE AGENDA

3.01 Application for Festival Permit (two days only): Vermont Brewers Fest, Waterfront Park, July 21 - 22, 2023

MOTION by Commissioner Shannon, SECOND by Commissioner Brandt, to approve the two days only Festival Permit Application for Vermont Brewers Fest, Waterfront Park, Friday, July 21, 2023 and Saturday, July 22, 2023.

VOTING: unanimous; motion carries.

4.0 ADJOURNMENT

4.01 Motion to adjourn

The meeting adjourned without objection at 8:17 PM.

**BURLINGTON CITY COUNCIL
CITY HALL, CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
March 27, 2023
DRAFT**

MEMBERS PRESENT:

Karen Paul
Joan Shannon
Ali Dieng (via Zoom)
Perri Freeman
Sarah E Carpenter
Zoraya Hightower
Mark Barlow
Joe Magee
Gene Bergman
Maea Brandt

OTHERS PRESENT:

Miro Weinberger
Kim Sturtevant
Lori Olberg
Cindi Wight
Maria Karunungan
Lori Kettler
Nina Hurley
Ilona Blanchard
Brian Pine
Meagan Tuttle
Charles Dillard

1. CALL TO ORDER and AGENDA

1.01 Motion to amend/adopt agenda

The meeting was called to order by City Council President Paul at 5:40 PM.

MOTION by Councilor Shannon, SECOND by Councilor Traverse, to adopt the agenda.

VOTING: unanimous; motion carries.

2. COMMUNICATION: CAMPING IN PARKS (VERBAL) (EXPECTED EXECUTIVE SESSION)

2.01 Communication: Hayley McClenahan, Assistant City Attorney, re: Camping in Parks (verbal)(expected executive session)*5:30 pm - 6:00 pm*

City Council President Paul said that this item was brought to the Council in February 2022 and was to request that the Community Development and Neighborhood Revitalization (CDNR) Committee begin a community review of the proposed ordinance and operational policies related to camping on municipal lands, and that the City Attorney's office would lead a review of the proposed ordinance and submit to the Council a report on the benefits, precedents, and possible concerns about the changes in comparison to the City's current policies. She said that work has been done on the draft ordinance and that the Council will meet in executive session to hear their update and discuss next steps.

MOTION by Councilor Carpenter, SECOND by Councilor Hightower, that that the Council find that premature general public knowledge of legal advice regarding camping in parks would clearly place the City at a substantial disadvantage, and further move that that the Council enter into executive session with regard to the negotiating or securing of real estate purchase or lease options pertaining to Memorial Auditorium pursuant to 1 V.S.A. 313(a)(2), to include the Mayor's Staff, Acting City Attorney Sturtevant, Assistant City Attorney McClenahan, and Special Assistant Sarah Russell.

VOTING: unanimous; motion carries.

MOTION by Councilor Carpenter, SECOND by Councilor Hightower, that based upon the finding on parks, move that the Council go into executive session to receive confidential attorney-client communications for the purpose of providing professional legal services to the body pursuant to 1 V.S.A. §313(a)(1)(F), to include the Mayor's staff, CEDO Director Brian Pine and CEDO staff Samantha Dunn, and Acting City Attorney Sturtevant.

VOTING: unanimous; motion carries.

3. COMMUNICATION: UPDATE: MEMORIAL AUDITORIUM (VERBAL) (EXPECTED EXECUTIVE SESSION)

3.01 Communication: Mayor Weinberger, CEDO Director Pine and Samantha Dunn, CEDO, re: Update: Memorial Auditorium (verbal)(expected executive session)*6:10 pm - 6:40 pm*
See motions above.

4. PRESENTATION REGARDING DOG TASK FORCE PROGRESS UPDATE

4.01 Presentation Regarding Dog Task Force Update: Presenters: Maria Karunungan, Lori Kettler, Nina Hurley, Ilona Blanchard and Cindi Wight (6:45 pm - 7:15 pm)

Ms. Karunungan began by speaking about the formation of the Dog Task Force, which was created due to the increasing number of incidents involving dogs or dog owners on social media and complaints related to off-leash dogs, dog attacks, dog feces not being picked up, lack of policy enforcement, unlicensed dogs, and dog barking contributing to noise pollution. She noted that the task force was formed in January 2022. She reviewed the scope of work, which involved both taking action and issuing policy recommendations. She noted that they are in the process of collecting data around dog complaints, and they have received high-level data from the Police Department that is currently being reviewed.

Director Wight noted that she has spearheaded the Off-Leash Subcommittee, which reviewed prior dog task force work and looked into whether previously-proposed off-leash spaces in Burlington could be used. She said that the Subcommittee is fielding a survey to collect feedback around that, and will pilot/test new off-leash areas based on survey results. She noted that less than 1% of Burlington City Parks are available for off-leash use, and that more off-leash areas would make it easier to maintain a leash requirement.

Ms. Kettler spoke about the Education Subcommittee, which has been producing many public service announcements related to feces cleanup, dog leashing, barking, and licensing. Ms. Blanchard spoke about a proposed annual education calendar with educational campaigns and events related to dogs.

Ms. Hurley spoke about the Ordinances Subcommittee, which has been reviewing current City ordinances and drafting changes for the full Dog Task Force to review in the spring. She said that these include updating old language, updating fees, and considering proposed ordinance changes related to the regulation of outdoor cats, cat licensing, and recommending a dedicated animal control officer and restorative justice enforcement option.

Ms. Kettler spoke about licensing issues, noting that the City is likely underlicensing its dogs, licensing is now available online, that licensing fees could be used to support dog-related programs, and that there is a perceived back of consequences for not licensing a dog. She noted that Community Service Officers, who respond to dog complaints, currently do not have a way to check to see if a dog is even licensed.

Ms. Karunungan spoke about next steps, which include analyzing survey results and other data, completing their Council-mandated report and presenting their recommendations on the report to the Council. She said that potential recommendations for the Council could include an ordinance update, off-leash areas, and more funding sources, and potential recommendations for the City could include a PSA calendar, event calendar, and better coordination of enforcement and licensing.

Councilor Carpenter asked whether there are public lands other than parks that might lend themselves well to being off-leash areas or a fenced dog park.

Councilor Barlow noted that the largest body of complaints was around “at large” dogs, and asked whether those are off-leash dogs or dogs roaming free. Ms. Karunungan replied that they are assuming that “at large” means that the owner is not in sight, but are double-checking the definitions.

Councilor Freeman asked if the increase in microchipping of pets has led to a decrease in licensing in this more traditional way. They also said that the lack of off-leash spaces has likely led to spaces being used informally as off-leash areas. They said that having more dog-accessible and dog-friendly spaces in the City would be good.

Councilor Hightower asked about the recommendations related to cats, and asked what cat registration would look like. Ms. Kettler replied that unlicensed cats are a public health issue similar to that of dogs, due to rabies, and that there are also environmental issues related to free-roaming cats, since they attack and kill other wildlife.

Councilor Shannon suggested having a list published of the dogs that are registered, to try and bring unlicensed dogs into compliance.

Councilor Dieng suggested including content on water bills or electricity bills to remind rate-payers to license their animals. He also emphasized the importance of registering and licensing cats as well as dogs.

5. PROCLAMATIONS

5.01 Burlington High School Girls' Nordic Ski Team

City Council President Paul said that this item will be postponed until the Council’s next meeting.

5.02 Fair Housing Month

Mayor Weinberger noted that April is Fair Housing Month and read the following proclamation:

WHEREAS, the Federal Fair Housing Act was passed in April 1968 in order to take steps toward eliminating discrimination in housing opportunities based on race, color, national origin, religion, and, as amended, sex, family status, and disability; and to further housing choices for all Americans; and
WHEREAS, Vermont’s Fair Housing Act strengthened the protections of the Federal Fair Housing Act to include age, marital status, sexual orientation, gender identity, receipt of public assistance, and people who have experienced abuse, sexual assault, or stalking, as

well as the income of prospective residents in land use decisions; and

WHEREAS, the month of April is now celebrated as Fair Housing Month both nationally and locally; and

WHEREAS, the ongoing struggle for dignity and opportunity for all in housing is not the exclusive province of the federal or state governments and vigorous local efforts to combat discrimination and expand housing opportunities can be extremely effective; and

WHEREAS, Burlingtonians need safe, decent, affordable, and inclusive housing, and illegal barriers to equal opportunity in housing, no matter how subtle, diminish the rights of all; and

WHEREAS, the City of Burlington supports the efforts of fair housing organizations, advocates, community members, and the housing industry to create broader housing choice in Burlington and Chittenden County and to promote understanding of fair housing; and

WHEREAS, inclusive, welcoming, and affordable communities promote diversity and a climate conducive to equitable and vibrant development; and

WHEREAS, Burlington submitted to the U.S. Department of Housing and Urban Development an Assessment of Fair Housing, which was subsequently approved by the Department in December 2017; and

WHEREAS, in my "2021 Action Plan to Fulfill the Promise of Housing as a Human Right in Burlington," I propose opening new housing opportunities through the creation of a mixed use Enterprise Innovation District in a portion of the South End and opening new housing opportunities City-wide through "missing middle" zoning reforms, which will expand opportunities for new homes to be created in every neighborhood in ways that reflect the character of these parts of the City.

WHEREAS, Burlington continues to work to expand housing opportunities and the availability and affordability of housing in Burlington through policy reform, including the development of new policies to implement energy efficiency standards in rental housing, eliminate requirements around parking standards in order to reduce a major driver of the cost of housing and align the City's land use policies with its climate goals, and restore and increase the dedicated funding for the City's Housing Trust Fund, among others; and

WHEREAS, the COVID-19 crisis put additional strain on the City's housing and support services and exacerbated existing inequities for people whom fair housing laws seek to protect from discrimination, particularly for people of color;

NOW THEREFORE, be it resolved that I, Miro Weinberger, Mayor of the City of Burlington, do hereby proclaim the month of April 2023 to be FAIR HOUSING MONTH in Burlington, and I do hereby urge all individuals, agencies, and institutions – public and private – to contribute to the observance by continuing our efforts to eliminate housing discrimination in our communities and increase housing opportunities for all.

6. PUBLIC FORUM

6.01 Verbal Comments

Forum opened at 7:35 PM.

COMMENTS:

Burlington residents (in person):

- Romeo Von Herman highlighted that this is the month of Ramadan and emphasized the importance of it. He also spoke about the lack of civic engagement among students in Burlington. He asked the Council to reach out more to students to engage with them more.
- Todd LaCroix spoke about the lack of volunteerism and generosity among the wealthy.

- Sandy Barry spoke about the F-35s at the airport and spoke about their impact on the environment, in terms of noise pollution as well as fossil fuel emissions. She also said that the F-35s make the City a target for nuclear warfare.

Burlington residents (via Zoom):

- Jean Hopkins spoke about concerns with the F-35s and their effects on the lives of residents in the communities around the airport.
- Sharon Bushor spoke about Memorial Auditorium, expressing disappointment with the current process and lack of public engagement. She asked the City to make the process more transparent and invite more public engagement on the RFPs being considered for posting.
- Jess Hyman spoke with gratitude about the Fair Housing Proclamation and work being done to make housing more inclusionary and inclusive in the community. She spoke about fair housing events that are taking place in the Burlington community in April.
- Ashley Adams spoke about the F-35 noise in and around the airport in South Burlington. She said that stopping the Air Guard program would stop the emission of a significant quantity of carbon into the atmosphere, would help improve the quality of life in South Burlington, and would open up a number of acres of land for housing (which is desperately needed in this housing crisis).
- Dan Castrigano spoke about a number of airport items, including concerning negative behavior on the part of several members of the Airport Commission and the length of time it will take for noise mitigation to be rolled out to the homes in South Burlington. He said that the Airport Commission should issue a public apology on these insensitive remarks.

Non-Burlington residents (in person):

- Duncan ____ spoke about his work in social work with young boys and expressed concern about violence.

Non-Burlington residents (via Zoom):

- ____ Decker spoke in favor of representative government, affordable housing, peace, health care, education, and services for the disabled. She asked the City to take a stand against the basing of the F-35s in Burlington.
- James Lees (?) noted that the federal government does not have control over the National Guard's training. He noted that the training program for F-35s at the Burlington Airport violates the requirement that training be conducted separately and apart from densely populated areas. He said that it causes hearing loss, cognitive decline, and degrades home values. He said that the City was delegated the power and authority to improve public health within its bounds, and it should exercise this power by grounding the F-35s.

Forum closed at 8:05 PM.

7. CLIMATE EMERGENCY REPORTS

7.01 Climate Emergency Reports

Councilor Bergman noted that he testified last week at a VTrans Climate Reduction Strategy public meeting, which are required by the federal government for all states to discuss what they're doing to reduce greenhouse gas emissions in the transportation sector. He noted the Council's actions around mass transit and the need for sustainable funding sources, which were supported. He noted that more action needs to occur around that resolution. He encouraged others to engage with the process that is occurring in the legislature.

8. CONSENT AGENDA

8.01 Motion to adopt the consent agenda (as amended) and take the actions indicated

8.02 Communication: CT Office, re: Accountability List - waive the reading, accept the communication and place it on file.

8.03 Communication: CT Office, re: January 17, 2023 First Public Hearing re: Charter Changes Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes at the April 17, 2023 Regular City Council Meeting.

8.04 Communication: CT Office, re: January 23, 2023 Regular City Council Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes at the April 17, 2023 Regular City Council Meeting.

8.05 Communication: CT Office, re: January 23, 2023 City Council With Mayor Presiding Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes at the April 17, 2023 Regular City Council Meeting.

8.06 Communication: CT Office, re: January 23, 2023 Local Control Commission Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes at the April 17, 2023 Regular City Council Meeting.

8.07 Communication: CT Office, re: February 6, 2023 Local Control Commission Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes at the April 17, 2023 Regular City Council Meeting.

8.08 Communication: CT Office, re: February 6, 2023 Regular City Council Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes at the April 17, 2023 Regular City Council Meeting.

8.09 Communication: CT Office, re: February 21, 2023 Board of Civil Authority Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes at the April 17, 2023 Regular City Council Meeting.

8.10 Communication: CT Office, re: February 21, 2023 City Council With Mayor Presiding Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes at the April 17, 2023 Regular City Council Meeting.

8.11 Communication: CT Office, re: February 21, 2023 Regular City Council Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes at the April 17, 2023 Regular City Council Meeting.

8.12 Communication: CT Office, re: March 1, 2023 Public Information Hearing re: ACE Questions Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes at the April 17, 2023 Regular City Council Meeting.

8.13 Communication: CT Office, re: March 13, 2023 Board of Civil Authority Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes at the April 17, 2023 Regular City Council Meeting.

8.14 Communication: CT Office, re: March 13, 2023 Local Cannabis Control Commission Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes at the April 17, 2023 Regular City Council Meeting.

8.15 Communication: CT Office, re: March 13, 2023 Local Control Commission Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes at the April 17, 2023 Regular City Council Meeting.

8.16 Communication: CT Office, re: March 13, 2023 Regular City Council Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes at the April 17, 2023 Regular City Council Meeting.

8.17 Communication: Fauna Hurley, Parks and Recreation Commission, Member, re: Resignation - waive the reading, accept the communication, place it on file, advertise the vacancy in Seven Days and send a letter of appreciation to Fauna Hurley thanking her for her time served as a Member of the Parks and Recreation Commission.

8.18 Communication: Katherine Schad, Presiding Officer - March 7, 2023 Annual City Election, re: Declaration of Elected Candidates Annual City Election - March 7, 2023 - waive the reading, accept the communication and place it on file.

8.19 Communication: Katherine Schad, Presiding Officer - March 7, 2023 Annual City Election, re: Declaration Of Election Results Questions On The Ballot Annual City Election - March 7, 2023 - waive the reading, accept the communication and place it on file.

8.20 2023 - 2024 Tobacco License and Tobacco Substitute Endorsement Renewals: see attached list - approve the 2023-2024 Tobacco License and Tobacco Substitute Endorsement Renewals as listed.

8.21 CEDO, Community Justice Center - Reclassification of three positions and creation of one position - CJC/HR - approve and authorize the reclassification of the following positions within the City's Community Justice Center: • A BARJ Coordinator, from a Limited Service, Full-Time, Non-Exempt, Union, Grade 16 position to a Regular Service, Full-Time, Non-Exempt, Union, Grade 16 position; • A Community Assistance Program Coordinator, from a Limited Service, Part-Time (24hr/week), Non-Exempt, Union, Grade 15 position to a Regular Service, Part-Time (32hr/week), Non-Exempt, Union, Grade 16 position; • An Adult Restorative and Volunteer Coordinator, a Regular Service, Full Time, Non-Exempt, Union, Grade 16 position to an Adult Restorative and Volunteer Manager, a Regular Service, Full Time, Exempt, Non-Union, Grade 18 position; and approve and authorize the creation of an Adult Restorative Coordinator, a Regular Service, Full Time, Non-Exempt, Union, Grade 16 position within the Community Justice Center.

8.22 Leddy Park Pause Place Construction, Contractor Contract – BPRW - 1. To approve and authorize the execution of a contract with Don Weston Excavating, for a price not to exceed \$472,428.00 for the Leddy Park Pause Place Construction project, plus consultant fees of \$44,996.00 and a project contingency of \$52,000.00, for a total authorized expenditure in the amount of \$569,424.00, and to authorize Cindi Wight, Director of Parks and Recreation, to execute the contract and any related documents needed to carry out the project, subject to the

review of the City Attorney's Office; 2. To approve and authorize the Chief Administrative Officer, or their designee, to affect the necessary budget amendment and transfer of \$167,000 in funds from the Penny for Parks unallocated restricted fund balance to the Penny for Parks – Leddy Pause Place Project; 3. To approve and authorize the Chief Administrative Officer, or their designee, to affect the necessary budget amendment and transfer of \$180,000 in funds from the Bike Path – Phase 3 Construction budget to the Penny for Parks – Leddy Pause Place Project.

8.23 Burlington School District and Balanced and Restorative Justice award acceptances - CEDO/CJC - approve and authorize Director Pine to accept and retroactively execute the DCF State Grant #45100 in the amount of \$133,522.79 for CY23, upon final review and approval of the City Attorney's Office.

8.24 CY23 Paving Contract – DPW - 1. The City Council authorize the Chief Administrative Officer, or their designee, to affect all necessary budget amendments and transfers of funds from the above-referenced funding sources, as further detailed in the attached CY23 paving project budget, as needed to a total of \$1,709,008.30 for the projected construction costs to complete the CY23 Paving project; 2. The City Council authorize the Director of Public Works, or their designee, to execute a construction contract with Engineers Construction Inc. for the CY23 Paving project in the amount of \$1,399,098.45, with an additional \$139,909.85 in contingency funds, and to further execute a change order authorizing an additional expenditure of \$170,000 for street patching work, equaling a total authorized expenditure of \$1,709,008.30, subject to the final review and approval by the Office of the City Attorney.

8.25 Oakledge Universally Accessible Playground Construction, Contract Amendments – BPRW - approve and authorize the execution of a contract amendment with Engineers Construction, Inc. for a price not to exceed \$1,004,388 for the Oakledge Universally Accessible Playground Project, and the execution of a contract amendment with EIV Technical Services for a price not to exceed \$98,918, and to authorize Cindi Wight, Director of Parks and Recreation, to execute the contract and any related documents needed to carry out the project, subject to the review of the City Attorney's Office.

8.26 1. Creation of 3 new Water Resources positions Reclassification of 3 Water Resources positions 2. Reclassification of 3 Water Resources positions 3. Reorganization of Water Resources Engineers, Asset Manager, Stormwater Manager, Distribution Staff and Water Resources GIS and Field Specialist. - DPW/HR - authorize and approve the: • Creation of a Water Resources Risk and Resiliency Special Projects Engineer, a Regular, Full-time, Exempt, Non Union, Grade 23, position in the Department of Public Works; • Creation of an Director of Engineering and Operations , a Regular, Full-time, Exempt, Non Union, Grade 25, position in the Department of Public Works; • Creation of an Wastewater Plant Mechanic, a Regular, Full-time, Non-Exempt, AFSCME, Grade 17, position in the Department of Public Works; • Reclassification and retitling of the Senior Water Resources Engineer, a Regular, Full-time, Exempt, Non Union, Grade 22, to the Water Resources Engineering Manager, a Regular, Full-time, Exempt, Non Union, Grade 23 position in the Department of Public Works; • Reclassification and retitling of the Water Resources Policy and Programs Manager, a Regular, Full-time, Exempt, Non Union, Grade 22, to the Water Resources Policy and Programs Advisor, a Regular, Fulltime, Exempt, Non Union, Grade 21 position in the Department of Public Works; • Reclassification and retitling of the Stormwater Program Coordinator, a Regular, Full-time, Exempt, Non Union, Grade 19, to the Stormwater Program Manager, a Regular, Full-time, Exempt, Non Union, Grade 21 position in the Department of Public Works, retroactive to October 17, 2022; and, to authorize back wages to the incumbent in the amount of \$2355.73 in retroactive compensation; • Reorganization of reporting structure for the Water Resources GIS and Field Specialist, a Regular, Fulltime, Exempt, Non-Union, Grade 18 position in the Department of Public Works, reporting to the Policy and Programs Manager, to reporting to the Engineering Manager, as further detailed in Attachment B; • Reorganization of the reporting structure for the Engineering Manager, a Regular, Full-time, Exempt, Non-Union, Grade 23, position in the Department of Public Works, reporting to the Division Director, to reporting to the Director of Engineering and Operations, as further detailed in Attachment B; • Reorganization of the reporting structure for the Stormwater Program Manager, a Regular, Full-time, Exempt, Non-Union, Grade 21, position in the Department of Public Works, reporting to the Policy and Programs Manager, to reporting to the Director of Engineering and Operations, as further detailed in Attachment B; • Reorganization of the reporting structure for the Distribution Field Manager, a Regular, Full-time, Exempt, Non-Union, Grade 20, position in the Department of Public Works, reporting to the Division Director, to reporting to the Director of Engineering and Operations, as further detailed in Attachment B.

8.27 Authorization of Sidewalk Reconstruction Program Project Budget and Construction Contract – DPW - 1. To authorize the Chief Administrative Officer, or her designee, to affect all necessary budget amendments and transfers of funds, as described in the attached project budget, to a total of \$609,672.58 for the projected construction costs to complete the CY23 Sidewalk Reconstruction Program; 2. To authorize the Director of Public Works to execute the construction contract for the Sidewalk Reconstruction Project with SD Ireland Brothers Corporation to the maximum limiting amount of \$554,247.80 with an additional \$55,424.78 (10%) in contingency, totaling \$609,672.58, subject to the final review and approval by the Office of the City Attorney.

8.28 FY23 Expense Authorization Champlain Parkway Project – DPW - authorize an increase to the Champlain Parkway FY23 Expense Authorization from \$16,777,998.03 to \$23,092,317.91 to continue approved project activities in FY23, and further approve and authorize the Chief Administrative Officer to execute a budget adjustment and transfer for the usage of an additional \$119,729.97 of Street Capital for local match in furtherance of the Expense Authorization increase, as further detailed in Attachment A.

8.29 Traffic Signal Modernization Burlington NH PC22(1) - FM0421 : VTrans Class 1 Paving - DPW - Parking and Traffic - approve and authorize the Director of the Department of Public Works to accept a change order to the January 2022 finance and maintenance agreement with the State of Vermont and to expend \$107,955.10 in non participating costs pursuant to such order to fund the installation of a modern traffic control system at Shelburne Street and Shopping Center, Shelburne Street and Home Avenue, Shelburne Street and Flynn Avenue, Shelburne Street and Prospect Avenue, and Winooski Avenue and Bank Street as part of the otherwise State-funded Burlington NH PC22(1) - FM0421 project paving project; and to further approve and authorized expenditure not to exceed \$53,580 for ancillary improvements, as further detailed in Attachment A, for a total expenditure of \$161,535.10; to be paid for with a repurposed existing lease and Impact Fees; subject to review and approval by the Chief Administrative Officer and City Attorney's Office.

8.30 Reclassification and Retitle Network Administrator to Senior Network Administrator - Police/HR - accept the Board of Finance recommendation and approve the following: • The reclassification and retitling of the Network Administrator, a Regular, Full-Time, Exempt, Non-Union, Grade 18 position to Senior Network Administrator, a Regular, Full-Time, Exempt, Non-Union, Grade 19 position.

8.31 Reclassification of Fire/Police Accountant position - Police/HR - approve and authorize the reclassification of the Fire/Police Accountant, a Regular, Full-time, Non-Exempt, AFSCME, Grade 17 position to Fire/Police Accountant, a Regular, Full-time, Non-Exempt, AFSCME, Grade 18, position.

8.32 CY22 Street Reconstruction Program Contract Amendment for Additional Water Resources Infrastructure Work on Birchcliff Parkway - DPW Water Resources - 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 \$68,179.13 to the previously authorized contract expenditure limit with S.D. Ireland of \$2,911,355.98, for a total authorized maximum contract expenditure of \$2,979,535.11, 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.

8.33 Request Authorization to Re-Establish Quiet Zone – DPW - approve and authorize the proposal to the Federal Rail Administration for re-establishing railroad Quiet Zones in the areas of Flynn Avenue and Home Avenue in order to facilitate rail crossing improvements in these areas and to further authorize the Mayor to sign all necessary documents in furtherance of such establishment, including but not limited to, Notice of Intent and Notice of Establishment.

8.34 Approval for four-year agreement with National Business Technologies for the lease of copiers and Papercut Payment Systems – CT - authorize the Chief Administrative Officer, Katherine Schad, to execute a four-year agreement with National Business Technologies for the lease of copier and printers up to \$60,000 per year, and for the provision of copy and print services at the included cost schedule, upon final review and approval of the City Attorney's Office. The provision of copy and print services is subject to change based on the number of prints.

8.35 FIO Documents – for information only.

8.36 Resolution: Ratification Of Appointment Of Acting Ward Eight Inspector Of Election For March 7, 2023 Annual City Election (Councilor Paul) - waive the reading and adopt the resolution.

8.37 Resolution: Release of Certain Glebe And Perpetual Lease-Land Interests And Revision Of The City Of Burlington Perpetual Lease-Land Interests List (Councilor Traverse) - waive the reading and adopt the resolution.

MOTION by Councilor Magee, SECOND by Councilor Traverse, to adopt the consent agenda and take the actions as indicated for items 8.1-8.37.

VOTING: unanimous; motion carries.

9. DELIBERATIVE AGENDA

9.01 Public Hearing Regarding CDO--INCLUSIONARY ZONING Inclusionary Zoning Percentages and General Requirements for Inclusionary Units ZA# 23-02

City Council President Paul opened the public hearing.

Amy Demetrowitz of the Champlain Housing Trust spoke in favor of the proposed amendments to the inclusionary zoning ordinance, saying that the proposed changes would allow for more flexibility for Champlain Housing Trust and private developers to independently tailor the unit mix of their apartments to meet the needs for the communities in which the IZ units would be placed.

City Council President Paul closed the public hearing.

9.02 Ordinance: CDO--INCLUSIONARY ZONING Inclusionary Zoning Percentages and General Requirements for Inclusionary Units #ZA 23-02 (Office of City Planning, Planning Commission)(2nd reading)(10 mins.)

MOTION by Councilor Traverse, SECOND by Councilor Hightower, to waive the second reading and adopt the ordinance.

DISCUSSION:

- **Councilor Traverse said that this is the result of joint meetings between the Ordinance Committee and Planning Commission.**
- **Principal Planner Dillard said that this amendment would allow for more flexibility in the unit mix and size in developments for inclusionary zoning, which would in turn allow more ease for developers to implement inclusionary zoning requirements.**
- **Councilor Hightower said that this set of amendments provides more flexibility without weakening the inclusionary zoning requirements and expressed support.**
- **Councilor Bergman requested receiving a report back on the impact of this set of inclusionary zoning amendments, to determine whether they have had the desired effects.**
- **Councilor Carpenter expressed support for this set of amendments, saying that it will help address housing gaps.**
- **Mayor Weinberger expressed support for these amendments.**

VOTING: unanimous; motion carries.

9.03 Council Rules (30 mins.)

MOTION by Councilor Bergman, SECOND by Councilor Shannon, to waive the reading and adopt the revised Council Rules.

DISCUSSION:

- **Councilor Bergman said that the Charter Change Committee met three times to review the proposed revisions to the Council Rules. He noted one point of contention on the proposed Council rules regarding the time limit for public forum. He said that the Committee rejected the proposed elimination of the time**

limit and extended the time limit for public forum from 60 minutes to 90 minutes, and additionally provided for the Council to extend the time limit for public forum.

- Councilor Shannon said that she supports allowing the Council (in addition to the Council president) to weigh in on whether to extend public forum for a given meeting. She pointed out that public forum was originally proposed to be extended from 30 minutes to 60 minutes, and said that while public forum is important, it is also important to allow the Council to conduct the business of the City at a reasonable hour of the evening during its meetings. She asked the Council to consider amending

MOTION TO AMEND by Councilor Shannon, **SECOND** by Councilor Barlow, to amend Section 6B to modify "90 minutes" to "60 minutes" and amend Section 16 Order of Business #D to modify "no longer than 90 minutes" to "no longer than 60 minutes."

DISCUSSION OF AMENDMENT:

- Councilor Hightower made a friendly amendment to move the public forum to earlier in the evening (from 6:30-7:30 to 6:00-7:00).
- Councilor Bergman said that the start time was moved back to 6:30 to accommodate working families. He also said that he does not support a time limit for public forum. He said he would not support an amendment to decrease the public forum time from 90 to 60 minutes.
- Councilor Barlow noted that the time limit for public forum was increased during the ad hoc committee meetings from 30 minutes to 60 minutes and that at every Council meeting the time has been extended to accommodate all speakers.
- Councilor Freeman said that beginning public forum at 6:00 seems early for public forum.
- Councilor Carpenter expressed support for these amendments. She said that constituents are able to submit comments in writing in addition to speaking during public forum.
- Councilor Hightower noted that hybrid meetings have helped expand access to the forum.

VOTING (on amendment, by roll call): Councilor Barlow - aye, Councilor Bergman - nay, Councilor Brandt - aye, Councilor Carpenter - aye, Councilor Dieng - nay, Councilor Freeman - nay, Councilor Hightower - nay, Councilor Magee - nay, Councilor Shannon - aye, Councilor Traverse - nay, City Council President Paul - aye (5 ayes, 6 nays; motion fails).

DISCUSSION (on original motion):

- Councilor Traverse said he agreed that there should be time limits around public forum but that he had proposed extending the public forum to 90 minutes.

MOTION TO AMEND by Councilor Hightower, **SECOND** by Councilor Traverse, to amend the Council Rules such that time certain for public forum is no later than 6:00 PM and no later than 7:00 PM.

VOTING (ON AMENDMENT): 7-4; motion carries (Councilors Bergman, Dieng, Freeman, and Shannon dissenting).

VOTING (ON MOTION AS AMENDED): unanimous; motion carries.

9.04 Report on the CNA recommendations (30 mins.)

MOTION by Councilor Magee, **SECOND** by Councilor Hightower, to waive the reading and accept the recommendations in the report.

DISCUSSION:

- Councilor Magee said that this is the result of an extensive review of the 150 recommendations made by CNA in their functional and operational assessment of the Burlington Police Department. He said that the ad hoc review group met weekly to review each recommendation. He said that the group noted that the redrafting of Department Directive #40 is a top priority, as it is the directive that governs the handling of

citizen and employee complaints within the department. He said that the report also recommends that the department should consider the possibility that disparities in traffic stops and use of force incidents are driven by implicit and explicit bias and should address bias in officers' behavior and other department practices. He said that the report also strongly recommends continued emphasis and priority on establishing alternative responses for mental health calls, overdose calls, and houselessness.

VOTING: unanimous; motion carries.

10. COMMITTEE REPORTS

10.01 Verbal Reports

Councilor Hightower said that the Community Development and Neighborhood Revitalization Committee met with staff and county-wide planning bodies and heard testimony on potential solutions to addressing houselessness at its last committee meeting.

Councilor Magee spoke briefly about recent topics at the Public Safety Committee's meetings, including innovative approaches to addressing gaps for fire dispatch.

Councilor Shannon noted that the Reappraisal Committee recently submitted its report to the City Council President. She said that the License Committee has begun discussing moving allowing the sale of alcohol to a later time in the day (such as 9:00 AM). She noted that the Cannabis Control Board has explored its authority and powers when it comes to the licenses that come before them for consideration. She said that the Parks, Arts, and Culture Committee has discussed safety in Burlington's parks and that future committees should take that conversation up again, since it is a persistent problem.

Councilor Barlow said that the Transportation, Energy, and Utilities Committee will meet tomorrow and discuss an update from the Airport emission counting and an update on their carbon accreditation project. He also noted that the Tax Abatement Committee will be meeting on March 30 for hearings.

Councilor Carpenter said that the Human Resources Committee will start to review the City's comprehensive personnel policy.

Councilor Traverse said that the Ordinance Committee will meet on April 19 to discuss the proposed zoning amendments for the South End Innovation District.

Councilor Dieng said that with regards to the CNA report, he hopes that the City will look into processes to bring some level of proof and reconciliation between the Council and the Police Department, which is needed for everyone to ensure that the community feels safe.

11. CITY COUNCIL – GENERAL AFFAIRS

11.01 Verbal Reports

Councilor Dieng wished the Muslims in the community a happy Ramadan, and asked his fellow Councilors for forgiveness for shortcomings and deeds done and not done.

Councilor Shannon thanked Councilors Freeman and Brandt for their service on the Council. She thanked Councilor Freeman for her dedication and independent thinking on the Council. She thanked Councilor Brandt for stepping up during the Council's time of need.

Councilor Freeman spoke about the passing of Janet Carscadden, a wonderful member of the Burlington community. They also spoke about the experience they gained as a Councilor on this body.

Councilor Brandt spoke about her experiences on the Council and thanked everyone for their work.

12. CITY COUNCIL PRESIDENT – COUNCIL UPDATES

12.01 Verbal Reports

City Council President Paul thanked her fellow Councilors for their support for her leadership over this past year. She expressed gratitude for her fellow Council-members and thanked the Council for their work over the past year.

13. MAYOR – GENERAL AFFAIRS

13.01 Verbal Reports

Mayor Weinberger thanked City Council President Paul for her work over the past year and leadership on the Council. He presented plaques to departing Councilors Brandt and Freeman and thanked them for their service on the Council.

14. ADJOURNMENT

14.01 Motion to Adjourn

MOTION by Councilor Freeman, SECOND by Councilor Brandt, to adjourn the meeting.

VOTING: unanimous; motion carries.

The City Council meeting adjourned without objection at 9:47 PM.

RScty: AACoonradt

**BURLINGTON CITY COUNCIL
ORGANIZATION DAY
CITY HALL, CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
April 3, 2023**

DRAFT

MEMBERS PRESENT: Karen Paul
Joan Shannon
Ali Dieng
Sarah E Carpenter
Zoraya Hightower
Mark Barlow (via Zoom)
Joe Magee
Gene Bergman
Ben Traverse
Tim Doherty
Melo Grant
Hannah King

OTHERS PRESENT: Miro Weinberger
Katherine Schad
Kim Sturtevant
Jordan Redell
Lori Olberg

1. CALL TO ORDER and AGENDA

The meeting was called to order by Chief Administrative Officer Schad at 6:13 PM.

MOTION by Councilor Paul, SECOND by Councilor Magee, to adopt the agenda.

VOTING: unanimous; motion carries.

2. OATH OF OFFICE

2.01 Swearing In Of Newly Elected and Re-elected City Council Members

Mayor Weinberger swore in newly elected and re-elected City Councilors Barlow, Doherty, Grant, King, and Shannon.

3. STATE OF THE CITY ADDRESS

3.01 Mayor Presents State of the City Address

Mayor Weinberger began by wishing happy Ramadan to all Muslims in Burlington and across Vermont. He congratulated newly-elected and re-elected City Councilors. He additionally welcomed Marcelle Leahy, wife of Senator Patrick Leahy, Congresswoman Becca Balint, Senator Peter Welch, former Mayor Peter Clavelle, and Kyle Clark, CEO of Beta Technologies.

Mayor Weinberger then spoke about his tenure as Mayor for the last 11 years, including challenges and achievements, and momentous local and national events throughout that time. He said that though there have been challenging, the City is in many ways better off in 2023 than it was in 2012. He noted that in 2012, the City was many millions of dollars in debt, but is now a AA-rated City with millions of dollars in reserve. He noted that in 2012, the City was facing a housing crisis with only 500 more homes built in the prior decade, but now is making good on its promise as housing as a human right by constructing 1,300 homes so far, and 1,300 more projected. He spoke about the significant increase in solar arrays during his time in office, due partly to the City's green stimulus incentives. He spoke about improvements during his tenure in public infrastructure, including parks, streets, sidewalks, stormwater, and now breaking ground on a brand new high

school. He said that the City will also break ground to turn Main Street into a Great Street through the use of Downtown TIF District funding. He spoke about efforts to improve parks and create new parks and park infrastructure. He spoke about other public projects, including the Moran Plan, transit center, and Champlain Parkway.

Mayor Weinberger then specifically highlighted the dramatic improvements at the Burlington International Airport over the last 11 years, noting that its success would not have been possible without the support and attention of Senator Patrick Leahy. He noted that the Senator helped secure \$145 million in federal funding for the Airport. He said that to recognize Senator Leahy's commitment to the Airport and lifetime of service to Vermont, he announced that the City of Burlington will rename the airport the Patrick Leahy International Airport.

Senator Peter Welch said that he and his wife are proud to celebrate Senator Leahy's 48 years of honest integrity and brilliant service, and shared video messages of congratulations from Senator Chuck Schumer and President Joseph R. Biden, Jr.

Marcelle Leahy spoke on behalf of her husband, Senator Patrick Leahy. She said that he is humbled and deeply moved to have his name associated with the Burlington International Airport. She said that he has always strived to bring Vermont values to Washington and that bringing issues of importance to Burlington, Vermont, the national, and the rest of the world have always started out with a trip from Burlington International Airport. She spoke of his love for Vermont. She thanked the City for the honor of renaming the airport after him.

Mayor Weinberger then spoke about the war in Ukraine and said that all free people have a duty to stand by Ukraine in its fight against Russia. He spoke about several members of the Burlington community, Adam Roof and Colin Hilliard, who have traveled to Poland and Ukraine to deliver aid in country and have brought over \$130,000 in humanitarian aid to the country. He said that he is commissioning Mr. Roof and Mr. Hilliard to create a new sister city relationship with a city in Ukraine by this time next year. He said that in addition to cultural exchange, a goal of the new effort will be to partner with the City's Ukrainian counterpart to provide technical expertise as well as continued humanitarian support.

Mayor Weinberger said that after a decisive 2023 Town Meeting Day, the state of the City is reunited and stronger for having weathered so much, and the priorities of the City are clear and moving forward. He said that voters voted down a measure to remove authority from local elected officials (Proposition Zero). He said that two-thirds of the City value public safety and expect City government to restore it now, and that in two weeks, he will be coming to the Council to ask for approval of outstanding elements of the City's public safety plan. These include a new DROP plan for retirement for retaining senior officers, creating an assistant director to coordinate new resources at the Police Department, and resolving the unfinished debate over police oversight. He said that the City should bring the process to resolution by formalizing the Police Commission's role in a manner that promotes public trust and carefully protects procedural justice for officers. He said that public safety and racial justice should not be pitted against each other, and is working with the Director of Racial Equity, Inclusion, and Belonging to assess the department's structure and capacity, and restructuring it to have a focused impact on the City's top priorities. He spoke about the City's continuing legacy of climate leadership, noting voters' approval of the implementation of carbon impact fees in the City. He said that the City's net zero energy plan is the most ambitious in the country and said that the City's project to capture the waste heat from the McNeil Plant and convert it back into usable energy is one of its boldest. He said he is committing to making a go/no-go decision about this project in 2023. He spoke about increasing the housing supply and noted the City's active role in it. He thanked the profit and non-profit developers for their progress and commitment to Burlington as well. He spoke about initiatives to increase the Housing Trust Fund, as well as proposed zoning amendments for the South End to support the building of more housing in the City. He said that the State needs a clear plan (at the State level) to increase the housing supply, not another study of Act 250. He spoke about gun violence increases in Burlington and lamented the stalled charter changes around common-sense gun laws that Burlington has approved that have languished in the State house. He lauded the City's early childhood education policies and initiatives, including Lets Grow Kids, and called on more structural reform for early childhood education at the State level. He spoke about the drug crisis and reform that is needed for the State's Hub & Spoke opioid use disorder treatment program, saying that the program needs to be changed in order to address the skyrocketing levels of fentanyl in the community.

4. PUBLIC FORUM

1. Verbal Comments

None.

5. ELECTION OF CITY COUNCIL PRESIDENT

1. Election of City Council President

Chief Administration Officer Schad called for nominations for City Council President.

MOTION by Councilor Traverse, to nominate Karen Paul as City Council President.

DISCUSSION:

- **Councilor Traverse spoke about Councilor Paul's efforts to preserve Contois Auditorium as a place where all voices can be heard respectfully, her ability to construct agendas that are productive and efficient, and her recognition that Councilors will disagree on issues but also making every effort to hash those issues out prior to Council meetings.**

There were no other nominations.

VOTING: unanimous; motion carries.

City Council President Paul welcomed new Councilors Doherty, Grant, and King to the City Council.

6. ELECTION OF BOARD OF FINANCE MEMBERS

6.01 Election of Board of Finance Members

City Council President Paul called for nominations to the Board of Finance.

MOTION by Councilor Hightower to nominate Councilors Dieng, Magee, and Barlow to the Board of Finance.

There were no other nominations.

VOTING: unanimous; motion carries.

7. ADJOURNMENT

7.01 Motion to Adjourn

MOTION by Councilor Magee, SECOND by Councilor Traverse, to adjourn the meeting.

VOTING: unanimous; motion carries.

The City Council meeting adjourned at 7:24 PM.

**BURLINGTON LOCAL CONTROL COMMISSION
CITY HALL – CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING**

April 17, 2023

DRAFT

MEMBERS PRESENT:

Karen Paul
Joan Shannon (via Zoom)
Sarah E Carpenter
Zoraya Hightower (via Zoom)
Mark Barlow
Joe Magee
Gene Bergman
Ben Traverse
Tim Doherty (via Zoom)
Melo Grant (via Zoom)
Hannah King
Miro Weinberger

OTHERS PRESENT:

Kim Sturtevant
Katherine Schad
Jordan Redell
Lori Olberg

1.0 AGENDA

City Council President Paul called the meeting to order at 6:20 PM.

MOTION by Commissioner Traverse, SECOND by Commissioner Magee, to adopt the agenda.

VOTING: unanimous; motion carries.

2.0 CONSENT AGENDA

2.01 Motion to adopt the consent agenda and take the actions indicated

2.02 First, Second, Third Liquor License and Outside Consumption Permit Renewals (2023-2024): see attached list - approve the 2023-2024 First, Second, and Third Liquor License and Outside Consumption Permit Renewals as listed with all standard conditions.

MOTION by Commissioner Traverse, SECOND by Commissioner Magee, to adopt the consent agenda and take the actions indicated for items 2.01-2.02.

DISCUSSION:

- Councilor Traverse noted that there was significant discussion over the course of two Local Control Subcommittee meetings about whether the start time on the sale of liquor should be moved to 9:00 AM (which has implications for second-class liquor license renewals), and that ultimately, these renewals will be permitted to sell alcohol within State parameters (from 6:00 AM to 12:00 midnight).

VOTING: unanimous; motion carries.

3.0 ADJOURNMENT

3.01 Motion to adjourn

The meeting adjourned without objection at 6:23 PM.

**BURLINGTON CITY COUNCIL
CITY HALL, CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
April 17, 2023
DRAFT**

MEMBERS PRESENT: Karen Paul
Joan Shannon (via Zoom, then in person)
Sarah E Carpenter
Zoraya Hightower (via Zoom)
Mark Barlow
Joe Magee
Gene Bergman
Ben Traverse
Tim Doherty (via Zoom)
Melo Grant (via Zoom, then in person)
Hannah King

OTHERS PRESENT: Miro Weinberger
Katherine Schad
Kim Sturtevant
Jordan Redell
Lori Olberg
Mohamed S. Ibrahim
Kara Alnasrawi
Cindi Wight
Samantha Dunn
Doreen Kraft
Michael LaChance
Zach Campbell
Hayley McClenahan
Jared Pellerin
Chapin Spencer
Philip Peterson
Kara Alnasrawi
Will Clavelle
Sarah Reeves
Jen Holiday

1. CALL TO ORDER and AGENDA

The meeting was called to order by City Council President Paul at 5:31 PM.

MOTION by Councilor Magee, SECOND by Councilor Barlow, to amend and adopt the agenda as follows:

- **add to the consent agenda item 5.33 Communication: James Sherrard Jr., Burlington Resident, re: Demand Side Housing Crisis City Council Public Comment;**
- **add to the consent agenda item 5.34 Communication: Chelsea, re: Pods; add to the consent agenda item 5.35 Communications;**

- **Holli Bushnell and Cecelia Dooley, re: Feedback about ongoing music with Orlando's music - Cecelia Dooley and CC Public Forum statement;**
- **add to the consent agenda item 5.36 Communication: Karen Paul, City Council President, re: Standing Committee Assignments.**

VOTING: unanimous; motion carries.

2. WORK SESSION RE: ARPA COMMUNITY INFRASTRUCTURE PROJECTS AND MORAN FRAME UPDATE & NEXT STEPS

1. Work Session re: ARPA Community Infrastructure Projects, Presenting by: Kara Alnasrawi and Samantha Dunn

Director Alnasrawi began by noting that the City received approximately \$27 million in American Rescue Plan Act (ARPA) funding to help combat the impacts of the COVID-19 pandemic. She said that the City's Business and Workforce Development Team launched a Citywide survey to solicit feedback on community priorities for that spending, which received almost 4,000 responses. She noted that members of the BIPOC community identified investing in community gathering spaces for cultural exchanges as their top choice for community infrastructure, and that in FY2023, the City Council approved the use of \$2,000,000 in ARPA funding to create and support that infrastructure.

She noted activities that staff conducted to identify existing community infrastructure for renovation and improvement. She said that five projects were selected, including investments in three public parks and two new indoor community gathering spaces, which are spread equitably throughout the City. She said that the proposals will be to allocate the \$2 million to the Redstone Cottage Community Space and upgrades to the Fletcher Free Library's satellite location in the New North End, to the Roosevelt Park Pavilion in the Old North End, to the 405 Pine Street community room and kitchen in the South End, to the City Hall Park Kiosk in Downtown, to expanding the Waterworks Park connections and amenities on the Waterfront, and an amount of money for contingency funding.

Councilor Bergman asked where the Roosevelt Park would be located and how it is envisioned to be used, as well as the relationship to the Boys & Girls Club in the park. Director Wight replied that the City is in the process of hiring a consultant to do a comprehensive plan for the park to ensure that the pavilion is right-sized for the park. She said that there are also donors who have offered to fund other improvements to Roosevelt Park. Director Alnasrawi said that the funding needs to be encumbered by FY2024 and spent by FY2026.

Councilor Traverse said that it is exciting to have a community space like this in the South End. He asked if there are concerns about finding a vendor to operate a kiosk in City Hall Park and whether the City Council can help make the opportunity more attractive. He also asked how much ARPA funding remains unencumbered once this \$2 million for these projects becomes encumbered. Director Alnasrawi replied that they had a vendor relationship near the kiosk last year and were able to receive feedback on how to make a vendor kiosk most attractive to vendors. She said that most of the ARPA funding has been used for revenue replacement (which was the original intent for the funding), as well as for housing, water infrastructure, local nonprofits, community infrastructure, emergency response, and further revenue replacement.

Councilor Barlow asked about the library upgrades in the New North End. Director Kraft replied that they are hoping to improve the interior by expand shelving and opening the space up further.

Mayor Weinberger noted that part of the budget process for Fiscal Year 2024 will discuss how to use the remainder of the ARPA dollars that remain uncommitted, and that those budget discussions will begin in earnest in May.

2.02 Work Session re: Moran Frame Update & Next Steps, Presented by: Samantha Dunn and Zach Campbell, Friends of the Frame

Assistant Director Dunn began by briefly speaking about the history of the Moran Frame, noting that it was an electric plant from 1954 to 1986, and that the City spent almost 20 years exploring adaptive reuse until it designed and constructed the Moran Frame from 2018-2022.

Zach Campbell, founder of Friends of the Frame, spoke about how his organization was created to facilitate sustained use of the Frame as an inclusive, evolving space, and to present high-quality programming, support ongoing stewardship, and empower local creativity. He spoke about the creation of a Frame website, construction of Frame swings, art installations, and a crowdfunding campaign that received \$62,000 to support 2023 programming. He spoke about 2023 activities, including free public amenities, art programming, and events and performances.

Assistant Director Dunn spoke about next steps, including continued collaboration with Friends of the Frame and Phase 2 conceptual design. She noted that there were some Phase 1 items that were not able to occur in Phase 1, given the extensive (and expensive) remediation of the site prior to Phase 1 construction, and that these items have been moved to Phase 2.

Mayor Weinberger expressed excitement about the collaboration between the City and the Friends of the Frame.

Councilor Bergman asked about the connection between this presentation and the \$600,000 related to the Moran Frame in the previous presentation. Assistant Director Dunn said that that funding is for future investment in community infrastructure in the expanded Waterworks Park (including the skate park, fishing pier, and Moran Frame).

3. PUBLIC FORUM

1. Verbal Comments

Forum opened at 6:32 PM.

COMMENTS:

Burlington residents (in person):

- Romeo von Herman congratulated incumbent and new Councilors. He also expressed support for securing funding for free or fair public transit.
- James Sherrard spoke about the housing crisis, noting that though the focus on local and state levels has been to address the supply issues around housing, there is significant concern about investors, noting that 21% of Burlington homes are not owner-occupied.
- Holli Bushnell spoke about Orlando's Bar and Lounge, which is being considered for an outdoor entertainment permit to end at midnight on weekends. She raised concerns about past noise violations and spoke about mitigation measures and requirements to lessen the impact of their activities for residential neighbors.
- Liz Curry spoke about the North Winooski Avenue bicycle lane and corridor, expressing thanks to DPW for public input efforts and engagement. She said that the parking proposal would create confusing and complex parking rules that don't exist in other parking districts, and said that this is inequitable, as it would require an immense amount of enforcement, which would disproportionately affect the poor in the community.
- Beth Sightler spoke about the North Winooski Avenue corridor and bike lane. She expressed frustration about communication and engagement, as well as impacts to parking access. She asked that a baseline be established to measure how this proposal would work for the businesses and social service organizations that will be impacted.
- Bruce Wilson spoke briefly about the second class liquor license start times.
- Pike Porter spoke about the impacts of the Airport and F-35s, including greenhouse gas emissions.
- Robin Lloyd spoke about Daniel Ellsberg and how this week is Daniel Ellsberg week.
- Chris Gish spoke about the ordinance related to building energy and asked for changes to the ordinance to exclude biofuels.

Burlington residents (via Zoom):

- Sharon Bushor noted that Jared Wood passed away in March and that he was a Ward 1 resident who had a passion for pedestrian safety. She also spoke with concern about the North Winooski Avenue proposal and its impacts on the businesses and organizations along the corridor.

Forum closed at 6:55 PM.

4. CLIMATE EMERGENCY REPORTS

4.01 Climate Emergency Reports

Mayor Weinberger said that he participated in the kickoff of the University Of Vermont's Research Week, which is highlighting opportunities for UVM and Vermont Clean Energy Utilities Consortium, and focusing on the connection between the consortium and alumni opportunities. He also noted that Earth Day is coming up and the Burlington Electric Department will have a table on the Church Street Marketplace with electric vehicles and staff on hand to answer questions.

Councilor Bergman spoke about sustainable transportation funding, noting that the legislature has a provision in the transportation bill to extend fair and free fares for six months to develop a system for greater equity on mass transit, but also a study to provide the Housing and Senate Transportation Committees with recommendations on dedicated funding sources for local match required of public transit providers by December 1, 2023.

5. CONSENT AGENDA

5.01 Motion to adopt the consent agenda (as amended) and take the actions indicated

5.02 Communication: CT Office, re: Accountability List - waive the reading, accept the communication and place it on file.

5.03 Communication: CT Office, re: January 17, 2023 First Public Hearing re: Charter Changes Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes as received at the March 27, 2023 Regular City Council Meeting.

- 5.04 Communication: CT Office, re: January 23, 2023 Regular City Council Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes as received at the March 27, 2023 Regular City Council Meeting.
- 5.05 Communication: CT Office, re: January 23, 2023 City Council With Mayor Presiding Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes as received at the March 27, 2023 Regular City Council Meeting.
- 5.06 Communication: CT Office, re: January 23, 2023 Local Control Commission Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes as received at the March 27, 2023 Regular City Council Meeting.
- 5.07 Communication: CT Office, re: February 6, 2023 Local Control Commission Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes as received at the March 27, 2023 Regular City Council Meeting.
- 5.08 Communication: CT Office, re: February 6, 2023 Regular City Council Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes as received at the March 27, 2023 Regular City Council Meeting.
- 5.09 Communication: CT Office, re: February 21, 2023 Board of Civil Authority Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes as received at the March 27, 2023 Regular City Council Meeting.
- 5.10 Communication: CT Office, re: February 21, 2023 City Council With Mayor Presiding Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes as received at the March 27, 2023 Regular City Council Meeting.
- 5.11 Communication: CT Office, re: February 21, 2023 Regular City Council Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes as received at the March 27, 2023 Regular City Council Meeting.
- 5.12 Communication: CT Office, re: March 1, 2023 Public Information Hearing re: ACE Questions Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes as received at the March 27, 2023 Regular City Council Meeting.
- 5.13 Communication: CT Office, re: March 13, 2023 Board of Civil Authority Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes as received at the March 27, 2023 Regular City Council Meeting.
- 5.14 Communication: CT Office, re: March 13, 2023 Local Cannabis Control Commission Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes as received at the March 27, 2023 Regular City Council Meeting.
- 5.15 Communication: CT Office, re: March 13, 2023 Local Control Commission Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes as received at the March 27, 2023 Regular City Council Meeting.
- 5.16 Communication: CT Office, re: March 13, 2023 Regular City Council Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes as received at the March 27, 2023 Regular City Council Meeting.
- 5.17 Indoor and Outdoor Entertainment Permit Renewals (2023-2024): see attached list - approve the 2023 - 2024 Indoor and Outdoor Entertainment Permit Renewals as listed with all standard conditions.
- 5.18 Tobacco License Renewals (2023-2024): see attached list - approve the 2023 - 2024 Tobacco License Renewals as listed.
- 5.19 Communication: Duncan Kanach, re: More effective composting in Burlington - waive the reading and place it on file.
- 5.20 Communication: Melo Grant, Member, Police Commission, re: Resignation - waive the reading, accept the communication, place it on file and advertise the vacancy (already did in Seven Days) and send Melo Grant a letter of appreciation thanking her for her time served as a member of the Police Commission.
- 5.21 Communication: Charles Cashatt, Member, BRV, re: Resignation - waive the reading, accept the communication, place it on file and advertise the vacancy (already did in Seven Days) and send a letter of appreciation thanking Charles Cashatt for his time served as a member of the Board for Registration of Voters.
- 5.22 Communication: Brad Wiltfong, re: Aggressive Driving in Downtown - waive the reading and place it on file.
- 5.23 Distribution and Collection System Improvements - Consultant Agreement - DPW - Water Resources - approve and authorize Chapin Spencer, the Director of Public Works, to execute an amendment to the previously executed contract with DuBois & King for construction administration and inspection services in order to cover the cost of additional hours needed in 2023 for the Construction Inspection Services for the Distribution and Collection System Improvements project for a contract amendment amount of \$267,552.00, resulting in a total contract value not to exceed value of \$546,291.00, 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.
- 5.24 Penny for Parks and Bike Path Project Close Out Budget Amendments - BPRW - approve and authorize the Chief Administrative Officer, or their designee, to affect the necessary budget amendment and transfer of \$335,008.36 in funds from the Penny for Parks Projects as outlined on the Budget Amendment Request form to BPRW's unallocated restricted fund balance.
- 5.25 Request approval to modify the previously approved form of Ground Lease Agreement with BTV Hotel, LLC. the developer of the proposed hotel at Burlington International Airport - Airport - authorize the Mayor of Burlington to execute the revised ground lease agreement with BTV Hotel, LLC, subject to the final review and approval by the Office of the City Attorney and once all contingencies are met in the Option Agreement made with BTV Hotel, LLC dated May 11, 2018, as amended.
- 5.26 Airport Strategic Evolution Through Reorganization - Airport - recommend that City Council approve the:
- Reclassification and job description change of the Deputy Director of Aviation— Administration, a Regular, Full-time, Exempt, Non-Union, Grade 23 position, to a Regular, Full-time, Exempt, Non-Union, Grade 24, position in the Burlington International Airport, as further detailed

in Appendix D; • Reclassification, retitling, and job description change of the Director of Engineering and Environmental Compliance, a Regular, Full-time, Exempt, Non-Union, Grade 21 position, to the Director of Planning, Engineering, and Sustainability, a Regular, Full-time, Exempt, Non-Union, Grade 26, position in the Burlington International Airport, as further detailed in Appendix D; • Job description change of the Deputy Director of Aviation—Operations, a Regular, Fulltime, Exempt, Non-Union, Grade MF, position in the Burlington International Airport; • Retitling of the Financial Advisor, a Regular, Full-time, Exempt, Non-Union, Grade 26, to the Director of Finance, a Regular, Full-time, Exempt, Non-Union, Grade 26 position in the Burlington International Airport; • Creation of a Director of Innovation and Marketing, a Regular, Full-time, Exempt, NonUnion, Grade 25, position in the Burlington International Airport; • Creation of an Executive Assistant to the Director of Aviation, a Regular, Full-time, NonExempt, AFSCME, Grade 13, position in the Burlington International Airport; • Creation of an Associate Airport Engineer, a Regular, Full-time, Exempt, Non-Union, Grade 19, position in the Burlington International Airport; • Creation of a Customer Experience Manager, a Regular, Full-time, Exempt, Non-Union, Grade 20, position in the Burlington International Airport; • Creation of a Properties Manager, a Regular, Full-time, Exempt, Non-Union, Grade 20, position in the Burlington International Airport; • Creation of an Operations Manager, a Regular, Full-time, Exempt, Non-Union, Grade 21, position in the Burlington International Airport. • Creation of an Airfield Manager, a Regular, Full-time, Exempt, Non-Union, Grade 21, position in the Burlington International Airport; • Creation of a Maintenance Worker II, a Regular, Full-time, Non-Exempt, AFSCME, Grade 14, position in the Burlington International Airport; • Removal of a currently vacant Director of Maintenance, a Regular, Full-time, Exempt, Non-Union, Grade MF, position in the Burlington International Airport; • Removal of a currently vacant Director of Ground Transportation, a Regular, Full-time, Exempt, Non-Union, Grade MF, position in the Burlington International Airport; • Removal of a currently vacant QTA Manager, a Regular, Full-time, Exempt, Non-Union, Grade 18, position in the Burlington International Airport; • Reorganization of the reporting structure for a Working Foreman Landside, a Regular, Full-time, Non-Exempt, AFSCME, Grade 16, position in the Burlington International Airport, reporting to the Customer Experience Manager, as further detailed in Appendices B and C; • Reorganization of the reporting structure for an Airport Working Foreman (Facilities), a Regular, Full-time, Non-Exempt, AFSCME, Grade 16, position in the Burlington International Airport, reporting to the Properties Manager, as further detailed in Appendices B and C; • Reorganization of the reporting structure for two (2) Working Foreman (Ground Transportation), Regular, Full-time, Non-Exempt, AFSCME, Grade 16, positions in the Burlington International Airport, reporting to the Customer Experience Manager, as further detailed in Appendices B and C; • Reorganization of the reporting structure for an Airport Operations Foreman, a Regular, Full-time, Non-Exempt, AFSCME, Grade 18, position in the Burlington International Airport, reporting to the Operations Manager, as further detailed in Appendices B and C; • Reorganization of the reporting structure for a Working Foreman (Airfield), a Regular, Full-time, Non-Exempt, AFSCME, Grade 16, position in the Burlington International Airport, reporting to the Airfield Manager, as further detailed in Appendices B and C; • Reorganization of the reporting structure for a Working Foreman (Vehicle), a Regular, Full-time, Non-Exempt, AFSCME, Grade 17, position in the Burlington International Airport, reporting to the Airfield Manager, as further detailed in Appendices B and C; • Reorganization of the reporting structure for a Marketing Assistant, a Regular, Full-time, Exempt, Non-Union, Grade 15, position in the Burlington International Airport, reporting to the Director of Innovation and Marketing, as further detailed in Appendices B and C; • Reorganization of the reporting structure for an Office Assistant II, a Regular, Full-time, Non-Exempt, AFSCME, Grade 12, position in the Burlington International Airport, reporting to the Director of Innovation and Marketing, as further detailed in Appendices B and C; • Reorganization of the reporting structure for an Electrician I, a Regular, Full-time, NonExempt, AFSCME, Grade 15, position in the Burlington International Airport, reporting to the Airfield Manager, as further detailed in Appendices B and C; • Reorganization of the reporting structure for a Working Foreman Electrician, a Regular, Full-time, Non-Exempt, AFSCME, Grade 17, position in the Burlington International Airport, reporting to the Airfield Manager, as further detailed in Appendices B and C; • Reorganization of the reporting structure for two (2) Equipment Maintenance Technicians, Regular, Full-time, Non-Exempt, AFSCME, Grade 16, positions in the Burlington International Airport, reporting to the Airfield Manager, as further detailed in Appendices B and C; • Reorganization of the reporting structure for ten (10) Maintenance Workers, Regular, Full-time, Non-Exempt, AFSCME, Grade 14, positions in the Burlington International Airport, five reporting to the Properties Manager; two reporting to the Customer Experience Manager; and three reporting to the Airfield Manager, as further detailed in Appendices B and C; • Reorganization of the reporting structure for six (6) Operations Specialists, Regular, Fulltime, Non-Exempt, AFSCME, Grade 16, positions in the Burlington International Airport, reporting to the Operations Manager, as further detailed in Appendices B and C; • Reorganization of the reporting structure for eleven (11) Airport Ambassadors, Regular, Full-time, AFSCME, Grade 9, positions in the Burlington International Airport, reporting to the Customer Experience Manager, as further detailed in Appendices B and C; and • Reorganization of the reporting structure for four (4) Airport Ambassadors, Regular, Part-time, AFSCME, Grade 9, positions in the Burlington International Airport, reporting to the Customer Experience Manager, as further detailed in Appendices B and C.

5.27 Center Street - Daily Planet - Encumbrance Permit Request – DPW - approve the Encumbrance Application for Daily Planet requesting use of the public right-of-way for an outdoor seating structure as detailed in Attachment A, 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.

- 5.28 Silver Maple Construction - 381 South Union Street - Encumbrance Permit Application – DPW - approve the Encumbrance Application for 381 South Union Street requesting use of the public right-of-way for construction related parking as detailed in Attachment A, 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.
- 5.29 FIO Documents – for information only.
- 5.30 ORDINANCE: PARKING ENFORCEMENT IN CERTAIN BURLINGTON PARKKS, RECREATION & WATERFRONT LOTS (PACC - Councilors Shannon, Dieng and Barlow) - suspend the rules, waive the reading, and put the ordinance in all stages of passage.
- 5.31 ORDINANCE: ENABLING URBAN PARK RANGERS TO ENFORCE BURLINGTON CODE OF ORDINANCES SEC. 5-14 (Parks, Recreation and Waterfront Department) - suspend the rules, waive the reading, and put the ordinance in all stages of passage.
- 5.32 Resolution: Adoption Of Updated Local Emergency Management Plan (Councilors Barlow and Bergman) - waive the reading and adopt the resolution.
- 5.33 Communication: James Sherrard Jr., Burlington Resident, re: Demand Side Housing Crisis City Council Public Comment - waive the reading and place it on file.
- 5.34 Communication: Chelsea, re: Pods - waive the reading and place it on file.
- 5.35 Communications: Holli Bushnell and Cecelia Dooley, re: Feedback about ongoing music with Orlando's music - Cecelia Dooley and CC Public Forum statement - waive the readings and place them on file.
- 5.36 Communication: Karen Paul, City Council President, re: Standing Committee Assignments - waive the reading, accept the communication and place it on file.

MOTION by Councilor Magee, SECOND by Councilor Shannon, to adopt the consent agenda as amended and take the actions indicated for items 5.01-5.36.

VOTING: unanimous; motion carries.

6. DELIBERATIVE AGENDA

6.01 Outdoor Entertainment Permit Renewal (2023-2024): Orlando's Bar and Lounge

MOTION by Councilor Shannon, SECOND by Councilor Traverse, to approve the 2023 - 2024 Outdoor Entertainment Permit Renewal for Orlando's Bar and Lounge with all standard conditions.

DISCUSSION:

- Councilor Shannon noted that Orlando’s came before the License Committee last week to renew their Outdoor Entertainment Permit with the same hours as previously. She noted that the License Committee chose to extend their hours on the weekends from 11:00 PM to midnight. She noted that the suspension for the Applicant’s permit went into effect from April 15 to April 30th, and noted that there was a noise violation and a live band at Orlando’s this past Saturday (while the permit was suspended). She said that additionally, the doors were open and the noise was emanating from the establishment. She further noted that every permit that is granted is subject to standard conditions, including that they are not exempt from Burlington noise ordinances. She also noted that there is another live event occurring this Thursday, which is also during the permit suspension period. She said that City resources should not continue to be devoted to babysitting a permittee to ensure that they are not in violation of said permit.
- Councilor Grant said that she initially supported the extension of Orlando’s hours until midnight to support a vibrant downtown and businesses. She also noted that there may be ambiguities about what is allowed, since the Applicant has an indoor and an outdoor permit.
- Councilor Hightower asked how the Applicant failed to meet the two-week permit suspension period requirements. Sean Beauvais, an owner of Orlando’s Bar, replied that they have two permits, one of which is the indoor entertainment permit, which is not suspended. He said that during the period in question, they had indoor entertainment occurring and they had the windows and doors open because it was quite hot on Saturday. Councilor Hightower asked how the Applicant will improve in the future, and the Applicant replied that they are working on further sound mitigation strategies.
- Councilor Traverse said that the License Committee had assumed that all entertainment would cease during the two week permit suspension period, as they had had quite a large amount of discussion with the Applicant about how a revocation of the permits would be detrimental to the business, but a two-week suspension was more reasonable. He acknowledged that the suspension decision as written was not clear about which permit was suspended. He also said that Orlando’s outdoor entertainment permit ends earlier than any other outdoor entertainment permit for downtown

businesses, and that resonates for him as an argument for extending the hours. However, he said that such an extension would need to happen down the road, after the sound mitigation has been put into place.

MOTION TO AMEND by Councilor Traverse, **SECOND** by Councilor Grant, to amend the permit to move the end time back to 11:00 PM on Friday and Saturday evenings.

DISCUSSION OF AMENDMENT:

- Assistant City Attorney McClenahan said that the suspension decision as she interpreted it applied to both indoor and outdoor entertainment permits, though she is hearing that it could be open for interpretation by members of the Council. She also noted that the noise ordinance does not make a distinction between indoor and outdoor entertainment permits.
- Councilor Magee said that he is not supportive of extending the outdoor entertainment permit to midnight at this time, but would be open to it in future, once work has been done by the Applicant to improve the sound mitigation systems in place.

VOTING (by roll call): Councilor Barlow – aye, Councilor Bergman – aye, Councilor Carpenter – aye, Councilor Dieng – absent, Councilor Doherty – aye, Councilor Grant – aye, Councilor Hightower – aye, Councilor King – aye, Councilor Magee – aye, Councilor Shannon – aye, Councilor Traverse – aye, City Council President Paul – aye (11 ayes, 1 absent); motion carries.

DISCUSSION OF MOTION AS AMENDED:

- Councilor Bergman said that he had interpreted the original suspension as to be for both permits, but now see how it could be ambiguous. He said that there now appears to be a reasonable basis by which the Applicant could have indoor entertainment under a suspended outdoor entertainment permit. He said that there still remains a significant problem around noise coming out of the establishment for neighboring residents, and that there need to be greater protections for residents in the area.
- Councilor Shannon asked what the Applicant's plan is for being compliant with the suspension. The Applicant asked whether the suspension applied to both permits. Councilor Shannon replied that the original suspension was intended to apply to both entertainment permits. Assistant City Attorney McClenahan said that the Council has the ability to clarify its current suspension order and then follow up in writing. Acting City Attorney Sturtevant concurred.
- Councilor Grant said that she had interpreted the suspension to only apply to the outdoor entertainment permit and that ambiguities should be addressed in future.
- Councilor Hightower said that she had interpreted the suspension to apply to both permits. She confirmed that both permits expire on April 30th.
- Councilor Barlow asked about the sound mitigations being explored and how long it would take to effect those changes. Mr. Beauvais replied that they could be implemented immediately and then approved upon. Councilor Barlow said he would be concerned about tabling the decision, which could put the business at risk.
- Councilor Carpenter said that she had interpreted the suspension to apply to the outdoor entertainment permit. She also noted that that corner of Burlington's downtown has not historically been a quiet part of downtown.
- Councilor Shannon said that the License Committee could possibly meet during the week of April 24th to bring a decision back to the full Council for its May 1 meeting.
- Councilor Bergman said that the decision that the Council had made to suspend the permit was not clear enough, but he is willing to accept that there were ambiguities. He said that tabling the issue to the May 1 meeting could allow time for the License Committee and the Applicant to work out mitigation steps.

MOTION by Councilor Bergman, **SECOND** by Councilor Shannon, to postpone this discussion to May 1, 2023.

DISCUSSION:

- Councilor Barlow said he is not supportive of having a time certain to take this up again.
- Councilor Grant said that there will be a learning curve in terms of sound mitigation improvements and that the business should be set up for success.
- Councilor Traverse said that the Council has spent too much time on this debate and that he is not supportive of having another hearing on Orlando's.

VOTING (by roll call): Councilor Barlow – aye, Councilor Bergman – aye, Councilor Carpenter – aye, Councilor Dieng – absent, Councilor Doherty – aye, Councilor Grant – nay, Councilor Hightower – nay, Councilor King – aye, Councilor Magee – aye, Councilor Shannon – aye, Councilor Traverse – nay, City Council President Paul – aye (8 ayes, 3 nays, 1 absent); motion carries.

6.02 Indoor Entertainment Permit Application (2023-2024): Halvorson's Upstreet Cafe

MOTION by Councilor Shannon, SECOND by Councilor Traverse, to approve the 2023 - 2024 Indoor Entertainment Permit Application for Halvorson's Upstreet Cafe with all standard conditions.

VOTING: unanimous; motion carries.

6.03 Outdoor Entertainment Permit Application (2023-2024): Elk's Club

MOTION by Councilor Shannon, SECOND by Councilor Traverse, to approve the 2023 - 2024 Outdoor Entertainment Permit Application for the Elk's Club with all standard conditions.

VOTING: unanimous; motion carries.

6.04 Tobacco License Application (2023-2024): True 802 Cannabis

MOTION by Councilor Shannon, SECOND by Councilor Traverse, to approve the 2023 - 2024 Tobacco License Application for True 802 Cannabis.

VOTING: unanimous; motion carries.

6.05 Tobacco License Application and Tobacco Substitute Endorsement License Application (2023-2024): The Herb Closet

MOTION by Councilor Shannon, SECOND by Councilor Traverse, to approve the 2023 - 2024 Tobacco License Application and Tobacco Substitute Endorsement License Application for The Herb Closet.

VOTING: unanimous; motion carries.

6.06 Winooski Avenue Corridor Study Implementation Update - DPW (20 mins.)

Director Spencer said that this is an opportunity to give an update on the Winooski Avenue Corridor Study, which the Council has requested. He said that this has been a five-year effort. He said that implementing the City's 2011 transportation plan and its 2017 bike walk plan is not easy in New England streets and the competing interests are challenging, that getting this right is important for all modes of transportation, and that DPW will continue to be engaged in the process in working with each business along the corridor. He spoke about the City's engagement with each business along the corridor. He noted that they have recommended implementing the smallest section of this corridor, which is the most feasible option. He noted that they have been in constant communication with Vermont Legal Aid and Champlain Housing Trust, which hold off-street parking lots on the corridor block in question, and that they have agreed to free public off-street parking on nights and weekends for approximately 25 parking spaces. He said that Champlain Housing Trust has also committed 5 parking spaces for this purpose. He said that for next steps, North Winooski Avenue will be repaved later this spring.

Councilor Bergman said he appreciates the engagement that DPW has conducted, as well as the collaboration between City departments on this project. He also thanked the Council to make \$15,000 available for transportation demand management studies for the businesses being affected by the project. He said that there should be more funding available for transportation demand management in this area. He said that he would like to have further surveys to clients and managers of social service agencies in the area and surveying residents in the area about their transportation needs. He said he would also like metrics on the information on the number of tickets issued and cars towed.

Councilor Hightower asked whether this section of North Winooski Avenue is remaining a two-ways street. Engineer Peterson replied that the street will remain two-way and that the parking spaces on the eastern side of the street will be removed to make way for bicycle lanes. He said that there will be time-limited spaces during business hours that can be available for residents after 9:00 PM.

Councilor Barlow said he would like to see a commitment from DPW to monitor and evaluate how the North Winooski Avenue Corridor project is impacting businesses and residents along the project area.

Councilor Grant said that it would be good to take the character of each neighborhood into consideration when implementing projects. She said that in the Old North End, many residents have non-traditional schedules and different parking needs for their cars. She asked how this will be monitored and asked whether people will be subject to ticketing. Engineer Peterson said that the parking department will be holding regular and frequent meetings to review parking and ticketing data for the area. Councilor Grant encouraged the City to be as engaged as possible with residents and businesses.

MOTION by Councilor Bergman, SECOND by Councilor Barlow, to accept the communication, request that the Administration continue to engage with the community including but not limited to the requests made by the public at the April 17th City Council meeting, and to refer the matter to the Transportation, Energy, and Utilities Committee so that they can work with the Administration on a plan to monitor and evaluate the changes to the North Winooski Avenue corridor and any proposals to address the transportation and neighborhood needs that result from that.

DISCUSSION:

- Councilor Carpenter said that there is a lot of work still to be done and asked about any work on Intervale. She also noted that the Burlington Housing Authority garage is an underutilized property, and that redeveloping that property in the long run is something that DPW and CEDO should contemplate.
- Councilor Shannon thanked DPW staff to problem-solve on this project. She said that the parking stresses of life impact lower-income people more than they impact higher-income people. She said it is important for the City to evaluate the impacts and whether the changes are having the benefits that are intended.

VOTING: unanimous; motion carries.

6.07 Proposed FY 24 Budget - CSWD (20 mins.)

Sarah Reeves, Executive Director of Chittenden Solid Waste, presented CSWD's Fiscal Year 2024 budget. This budget was approved by the CSWD Board of Directors and is being presented to Burlington for its consideration and adoption.

Councilor Barlow asked what the impacts to the users of the system would be, and if increases would be seen to residents and users for MRF or organic portions based on their haulers' abilities to absorb costs. Ms. Holiday replied that impacts to individual households should not be seen by individual households except that bag fees are being increased slightly at drop-off centers.

Councilor Traverse said that Burlingtonians are very interested in seeing a drop-off center in Burlington, and asked for an update on the timeline for doing so at Flynn Avenue. Ms. Reeves said that they are very interested in bringing more services back to Burlington. She said that there are both revenue and expenses in the FY24 budget for a Burlington drop-off center.

Councilor Hightower asked about the moratorium on accepting compostable containers and whether there is an update on that. Ms. Reeves replied that they have stopped accepting compostable container at their non-compost sites simply because compostable and non-compostable containers look very similar and it's difficult for consumers to differentiate them, and they have contaminated the compost in the past.

MOTION by Councilor Barlow, SECOND by Councilor Shannon, to approve the CSWD Fiscal Year 2024 budget.

VOTING: unanimous; motion carries.

6.08 Annual Report on Livable Wage Ordinance -- FY23 - City Attorney's Office (10 mins.)

Assistant City Attorney Pellerin began by noting that the City Attorney's Office has not received any complaints in the past year or has had to deal with large enforcements. He reminded the Council that in 2001, they passed this ordinance as a way to provide a minimum level of compensation for employees in City contracting. He said that there are two livable wage monitors who have been proactive in conducting site visits and gathering information, as well as conducting educational sessions with contractors to ensure compliance with the ordinance.

Councilor Grant asked about issues with construction contractors and their subcontractors, and what documentation is being required to ensure subcontractor compliance. Assistant City Attorney Pellerin replied that the City's RFPs and contracts all contain language around these requirements and that there is a certificate of compliance that also needs to be filled out and fulfilled. He said that subcontractors are also required to comply.

Councilor Carpenter suggested conducting more education, since smaller contractors might have a harder time with becoming aware of and demonstrating compliance with this ordinance.

MOTION by Councilor Magee, SECOND by Councilor Shannon, to waive the reading, accept the report and place it on file.

VOTING: unanimous; motion carries.

7. COMMITTEE REPORTS

7.01 Verbal Reports

Councilor Traverse said that the Ordinance Committee will meet on April 19th and taking up the zoning amendment that was approved by the Planning Commission for the South End Innovation District. He said that there is an additional meeting on this topic on May 8th, if it is needed. He also spoke about joint meetings between the Charter Change Committee and the Ordinance Committee on police oversight and accountability, noting that the first meeting is scheduled for May 4th, with other meetings tentatively scheduled for May 23rd and May 30th.

Councilor Hightower noted that the Community Development and Neighborhood Revitalization Committee will meet on May 27th, and that she also anticipates submitting a resolution to the Council regarding camping and camping policies prior to that.

8. CITY COUNCIL – GENERAL AFFAIRS

8.01 Verbal Reports

Councilor Shannon raised concerns about police officer working conditions in the City, noting that she spoke to one officer who was working his third 18-hour shift in three days. She said that she is not sure what the Council can do about this at this juncture, but that it is important for the Council and the public to recognize the sacrifices they are making for the sake of public safety in the community. She said that while officers are being hired to go through training at the academy, that process takes time and the Council should think about other ways to support the Police Department in the interim.

Councilor Grant said that there needs to be an element of accountability in the Police Department to improve the trust between the Department and the community in areas where it is lacking. She said that there needs to be an inward examination about what behaviors can be changed that would improve communication and trust.

9. CITY COUNCIL PRESIDENT – COUNCIL UPDATES

9.01 Verbal Reports

City Council President Paul said that she would like to revive the practice of having commissions and committees present annual reports to the Council, and as such, she has invited the Board of Health and the Parks & Recreation Commission to present to the Council. She said that if Councilors would like other commissions to present their annual reports to the Council, to please reach out to her and let her know.

10. MAYOR – GENERAL AFFAIRS

10.01 Verbal Reports

Mayor Weinberger said that the City has launched a new revolving loan fund of \$500,000 of ARPA funding to stabilize and support the growth for Burlington's small businesses, specifically for underserved business populations who have traditionally faced barriers to accessing capital.

Mayor Weinberger also noted that he was in Montpelier last week to support meaningful state investment in affordable, high-quality childcare. He noted that significant reform has passed in one chamber and that there is hope that it will pass in the other, and have great impacts for Burlington's childcare system.

11. ADJOURNMENT

11.01 Motion to Adjourn

MOTION by Councilor Magee, SECOND by Councilor Carpenter, to adjourn the meeting.

VOTING: unanimous; motion carries.

The City Council meeting adjourned at 9:14 PM.

RScty: AACoonrad

BURLINGTON BOARD OF ABATEMENT OF TAXES
CITY HALL, CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
May 1, 2023
DRAFT

MEMBERS PRESENT:

Karen Paul
Joan Shannon
Ali Dieng
Sarah E Carpenter
Zoraya Hightower
Mark Barlow
Joe Magee
Gene Bergman
Ben Traverse
Tim Doherty
Melo Grant
Hannah King
Miro Weinberger
John Vickery

OTHERS PRESENT:

Katherine Schad
Jordan Redell
Kim Sturtevant
Lori Olberg

1. CALL TO ORDER AND AGENDA

Mayor Weinberger called the meeting to order at 8:31 PM.

MOTION by Councilor Bergman, SECOND by Councilor Shannon, to adopt the agenda.

VOTING: unanimous; motion carries.

2. CONSENT AGENDA

2.01 Motion to adopt the consent agenda and take the actions as indicated

2.02 Communication: C/T Office, re: Notice of City of Burlington Full Board of Abatement of Taxes - waive the reading, accept the communication and place it on file.

2.03 Request for Abatement of Taxes: Luke Clavelle, 120-126 North Willard Street, 045-1-344-000 - grant abatement of penalties, interest and other in the amount of \$453.29 and adopt the findings and reasons for this recommendation.

2.04 Request for Abatement of Taxes: William McGrath, 194 Cottage Grove, 027-3-047-000 - grant abatement of penalties, interest and other in the amount of \$839.04 and adopt the findings and reasons for this recommendation.

2.05 Request for Abatement of Taxes: Spectrum Youth & Family Services, Inc., 84 Pine Street, Unit 2, 049-1-125-002 - grant the abatement of taxes in the amount of \$16,888.13 and any and all penalties and interest and adopt the findings and reasons for this recommendation.

MOTION by Councilor Bergman, SECOND by Councilor Barlow, to adopt the consent agenda and take the actions as indicated for items 2.01-2.05.

VOTING: unanimous; motion carries.

3. ADJOURNMENT

3.01 Motion to adjourn

The meeting adjourned without objection at 8:32 PM.

**BURLINGTON LOCAL CONTROL COMMISSION
CITY HALL – CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING**

May 1, 2023

DRAFT

MEMBERS PRESENT:

Karen Paul
Joan Shannon
Ali Dieng
Sarah E Carpenter
Zoraya Hightower
Mark Barlow
Joe Magee
Gene Bergman
Ben Traverse
Tim Doherty
Melo Grant
Hannah King
Miro Weinberger

OTHERS PRESENT:

Kim Sturtevant
Katherine Schad
Jordan Redell
Lori Olberg

1.0 AGENDA

City Council President Paul called the meeting to order at 8:15 PM.

MOTION by Commissioner Shannon, SECOND by Commissioner Traverse, to adopt the agenda.

VOTING: unanimous; motion carries.

2.0 CONSENT AGENDA

2.01 Motion to adopt the consent agenda and take the actions indicated

2.02 First, Second, Third Liquor License and Outside Consumption Permit Renewals (2023-2024): see attached list - approve the 2023-2024 First, Second, Third Liquor License and Outside Consumption Permit Renewals as listed with all standard conditions.

MOTION by Commissioner Shannon, SECOND by Commissioner Traverse, to adopt the consent agenda and take the actions indicated for items 2.01-2.02.

VOTING: unanimous; motion carries.

3.0 DELIBERATIVE AGENDA

3.01 First and Third Class Liquor License Applications (2023-2024): A & E Enterprises, d/b/a Mr. Mike's Pizza, 206 Main Street

MOTION by Commissioner Shannon, SECOND by Commissioner Traverse, to approve the 2023-2024 First and Third Class Liquor License Applications for A & E Enterprises, d/b/a Mr. Mike's Pizza, 206 Main Street with all standard conditions.

VOTING: unanimous; motion carries.

4.0 ADJOURNMENT

4.01 Motion to adjourn

The meeting adjourned without objection at 8:17 PM.

**BURLINGTON CITY COUNCIL WITH MAYOR PRESIDING
CITY HALL, CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
May 1, 2023
DRAFT**

MEMBERS PRESENT: Karen Paul
Joan Shannon
Ali Dieng
Sarah E Carpenter
Zoraya Hightower
Mark Barlow
Joe Magee
Gene Bergman
Ben Traverse
Tim Doherty
Melo Grant
Hannah King
Miro Weinberger

OTHERS PRESENT: Katherine Schad
Kim Sturtevant
Jordan Redell
Lori Olberg

1. CALL TO ORDER and AGENDA

The meeting was called to order by Mayor Weinberger at 8:16 PM.

MOTION by City Council President Paul, SECOND by Councilor Shannon, to adopt the agenda.

VOTING: unanimous; motion carries.

2. CONSENT AGENDA

2.01 Motion to adopt the consent agenda and take the actions indicated

2.02 Communication: C/T Office, re: Openings-Burlington City Commissions/Boards – waive the reading, accept the communication, and place it on file.

MOTION by City Council President Paul, SECOND by Councilor Shannon, to adopt the consent agenda and take the actions indicated for items 2.01-2.02.

VOTING: unanimous; motion carries.

3. APPOINTMENTS

3.01 Parks and Recreation Commission: Term Expires 6/30/24

MOTION by Councilor Shannon, to nominate Robert Etter to the Parks and Recreation Commission.

There were no other nominations.

VOTING (by roll call): Councilor Barlow – aye, Councilor Bergman – nay, Councilor Carpenter – aye, Councilor Dieng – aye, Councilor Doherty – aye, Councilor Grant – nay, Councilor Hightower – aye, Councilor King – aye, Councilor Magee – nay, Councilor Shannon – aye, Councilor Traverse – aye, City Council President Paul – aye, Mayor Weinberger – aye (10 ayes, 3 nays); motion carries.

Robert Etter is now a member of the Parks and Recreation Commission, with a term expiring on June 30, 2024.

3.02 Police Commission: Term Expires 6/30/23

MOTION by Councilor Shannon to nominate Mary A. Cox to the Police Commission.

MOTION by Councilor Grant to nominate C.D. Mattison to the Police Commission.

MOTION by Councilor Hightower to nominate Romeo von Hermann to the Police Commission.

There were no other nominations.

Mary Cox spoke briefly about her interest in serving on the Police Commission and her qualifications for doing so. She spoke about her interest in focusing on mental health and policing.

Romeo von Hermann spoke about his interest in serving on the Police Commission. He spoke about his interest in fostering trust between the community and the Police Department.

VOTING (to approve Mary A. Cox): 8-5; motion carries (Councilors Bergman, Dieng, Grant, Hightower, and Magee dissenting).

Mary A. Cox is now a member of the Police Commission, with a term expiring on June 30, 2023.

3.03 Board for Registration of Voters: Term Expires 6/30/25

MOTION by Councilor King to nominate Lauren Ebersol to the Board for Registration of Voters.

There were no other nominations.

VOTING: unanimous; motion carries.

Lauren Ebersol is now a member of the Board for Registration of Voters, with a term ending on June 30, 2025.

4.ADJOURNMENT

4.01 Motion to adjourn

The City Council meeting adjourned without objection at 8:31 PM.

RScty: AACoonrad

BURLINGTON CITY COUNCIL
CITY HALL, CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
May 1, 2023
DRAFT

MEMBERS PRESENT: Karen Paul
Joan Shannon (via Zoom, then in person)
Ali Dieng
Sarah E Carpenter
Zoraya Hightower
Mark Barlow
Joe Magee
Gene Bergman
Ben Traverse
Tim Doherty
Melo Grant
Hannah King

OTHERS PRESENT: Miro Weinberger
Katherine Schad
Kim Sturtevant
Jordan Redell
Lori Olberg
Mohamed S. Ibrahim
Meagan Tuttle
Sarah Morgan
James Unsworth
David Edwards
Jonathan Chapple-Sokol
John Vickery
Jon Murad
Hayley McClenahan
Kara Alnasrawi
Samantha Dunn

1. CALL TO ORDER and AGENDA

The meeting was called to order by City Council President Paul at 5:45 PM.

MOTION by Councilor Magee, SECOND by Councilor Traverse, to adopt the agenda.

2. COMMUNICATION: NEGOTIATION OF AN AGREEMENT WITH UVM *EXPECTED EXECUTIVE SESSION*

2.01 Communication: Negotiation of An Agreement with UVM (verbal) *expected executive session*

MOTION by Councilor King, SECOND by Councilor Carpenter, that the Council find that premature general public knowledge of information concerning negotiations of an agreement with UVM would clearly place the City at a substantial disadvantage with such negotiations.

DISCUSSION:

- Councilor Hightower said that it is difficult to note what will place the City at a substantial advantage and finding that, since she does not know what is being discussed. She said she is not aware of any real estate of agreements being discussed with UVM at this time. She also noted that communications between the City and the Council are often noted as being confidential, but that constituents at NPA meetings are often more able to share information and speak to issues than Councilors, since Councilors have received information that is being embargoed as confidential in a blanket statement. She said that being clear about what is being discussed and why it is confidential is important to give to the Council as far in advance as possible.
- Mayor Weinberger said that this is a preliminary executive session for a housing agreement, but not necessarily a real estate agreement. He said that it will be advantageous to go into executive session to talk about it with the Council so that they know where the Council stands and can craft a version of the agreement that is most likely to garner Council support.
- Councilor Bergman said that he would not be comfortable going into executive session given the lack of information on this item. City Council President Paul said that the discrepancy of the motion language and heading is due to a technical issue and that it would be incredibly valuable tonight to go into an executive session. Councilor Bergman agreed.
- Councilor Bergman made a friendly amendment to add “regarding housing” after “UVM” but before “would clearly place” in the above motion.

VOTING (by roll call): Councilor Barlow – aye, Councilor Bergman – nay, Councilor Carpenter – aye, Councilor Dieng – aye, Councilor Doherty – aye, Councilor Grant – aye, Councilor Hightower – aye, Councilor King – aye, Councilor Magee – aye, Councilor Shannon – aye, Councilor Traverse – aye, City Council President Paul – aye (11 ayes, 1 nay); motion carries.

MOTION by Councilor King, SECOND by Councilor Carpenter that, based upon that finding, move that the Council go into executive session to receive updates regarding agreement negotiations with UVM, 1 VSA §313(a)(1)(A).

VOTING: unanimous; motion carries.

3. PRESENTATION RE: NEIGHBORHOOD CODE – OFFICE OF CITY PLANNING: MEAGAN TUTTLE, DIRECTOR AND SARAH MORGAN, PLANNER

3.01 Presentation re: Neighborhood Code – Office of City Planning: Meagan Tuttle, Director and Sarah Morgan, Planner

Director Tuttle began by noting that this is one of the first presentations that the Council is receiving on the action items in the 2021 Housing Action Plan. She said that the City has been working on zoning reforms, particularly around housing, over the last decade. She said that many of the previous zoning amendments have been focused on the downtown and mixed-use areas of the City that can accommodate dense growth and development, but that now they are turning their focus on the more residential areas of the City, where more incremental change can occur. She said that Burlington’s neighborhoods are important parts of the City’s identity and that 40% of the City’s land would be considered the focus of this neighborhood code. She said that they will be discussing neighborhood scale housing, which can help accommodate new homes but blend in with existing neighborhoods. She said that examples of this “middle housing” are Accessory Dwelling Units (ADUs), duplexes, triplexes, and small apartment buildings. She said that these can provide additional housing while using less land. Director Tuttle spoke about the composition of Burlington’s households, noting that 60% of the City’s households are renters, that the median income of renters is almost half that of the median income of homeowners, and that 70% of rental households in the City include individuals aged 25 and older. She noted that 80% of the City’s land is zoned for low-density residential living, and that this is not an affordable housing strategy.

Director Tuttle spoke about analysis that staff is currently conducting on Burlington’s housing. She noted that they are evaluating existing patterns in residential neighborhoods to help determine where zoning policies don’t help foster middle housing.

Planner Morgan walked through the history of Burlington’s zoning laws, showing how much of the land has been zoned for single-family homes. She noted that current zoning regulations in some areas make it difficult to construct an ADU on one’s property, even if the lot is in a zoning district that allows for ADUs. Some barriers include parking requirements, density limits, and setbacks.

Director Tuttle spoke about next steps. She said that they will explore ways to re-legalize historic neighborhood patterns, identify solutions to common zoning barriers, find opportunities to build on neighborhoods’ unique character through more context-sensitive zoning tools, and examine the scale of development allowed in low density areas along major streets served by transit. She said that they will be bringing recommendations to the City Council as they are fleshed out.

Councilor Hightower said that erring on the side of allowing mixed use and more flexibility in neighborhoods will be very important.

Councilor Carpenter said that the City should look at building code in addition to zoning regulations. She asked if there is data on the percentage of single-family homes that are rental units. Director Tuttle replied that about 23% of single-family homes are not showing up as homestead properties, based on the Assessor's Office's data.

Councilor Bergman said that engagement should include financial issues and the builder community. He also suggested exploring the Housing Trust Fund as a tool to create more "middle housing" development. He also said it would be helpful to understand how much potential development is possible.

Councilor Traverse said that as staff goes through this exercise, if they identify areas that have broad support and are common-sense steps that can be taken, he would be open to taking some additional items on on a piecemeal basis. He said that for example, up-zoning along the City's major corridors, such as Shelburne Road, seems like an area that may not need as much discussion or have as many concerns as some more complex items. He also said that homeowners have been allowed to identify a short-term rental in their building, based on work that was done last year around short-term rentals.

Mayor Weinberger said that it is helpful to know where Councilors stand on this body of work, so that any concerns can be addressed proactively.

4. PUBLIC FORUM

1. Verbal Comments

Forum opened at 7:20 PM.

COMMENTS:

Burlington residents (in person):

- Amy Malinowski spoke in depth about the City's timeline since 2020 regarding actions related to police accountability and the community control of policing.
- Rachel O'Sullivan expressed concern about used needles and a used condom at Callahan Park and urged the City to clean up the parks and playgrounds to keep the public safe.
- Melissa Pare expressed grave concern about the amount of biohazardous waste and paraphernalia in the community. She asked what the City is doing to take action on the home and car break-ins that occur, as well as the overwhelming amount of used needles in public spaces.
- Steve Levy spoke about the proposal to install a gate at Oakledge Park, expressing support for it. He expressed concern that people in vehicles who won't be able to access Oakledge Park at night and will simply move on to Callahan Park, near where he lives. He expressed concern that noise levels could increase at Callahan Park as a result, and requested a regular drive-by by the police to help deal with any noise increases.
- Chris Haessly expressed concern about drug paraphernalia in the community, suggesting that a program could be implemented where there is a deposit if needles are returned. He also spoke about naming infrastructure in the community after people in the community.
- Todd LaCroix spoke about the passing of Harry Belafonte, and also sang an excerpt from the song "Freedom" by Richie Haven.

Burlington residents (via Zoom):

- Sharon Bushor spoke about the City's approach to communicating around executive sessions. She said that she feels blindsided about the executive session around a housing agreement with UVM, and expressed disappointment.
- Ed Baker spoke about the healthcare emergency that is plaguing Vermont, especially in the realm of drug use and opioid overdoses, calling on the Mayor and Governor to declare a state of emergency.

Forum closed at 7:40 PM.

5. CLIMATE EMERGENCY REPORTS

5.01 Climate Emergency Reports

None.

6. CONSENT AGENDA

6.01 Motion to adopt the consent agenda (as amended) and take the actions indicated

6.02 Communication: CT Office, re: Accountability List – waive the reading, accept the communication, and place it on file.

6.03 Communication: Karen Paul, City Councilor, Ward 6 and Katherine Schad, CAO, re: City Council and Board of Finance Meeting Dates - June 2023 to April 2024 - waive the reading, accept the communication, place it on file and approve City Council and Board of Finance Meeting Dates - June 2023 to April 2024 as listed.

6.04 UDAG Budget Amendment – CEDO - approve and authorize the City's Chief Administrative Officer or their designee, to execute a budget amendment to increase the Moran Capital Budget by \$950,715 and increase the CEDO FY23 Budget by 632,500 from the UDAG restricted cash account.

6.05 Agreement for CAD services between Burlington and South Burlington – Fire - approve and authorize the Chief of the Burlington Fire Department to enter into an agreement with the City of South Burlington for their shared use of the City's Computer Aided Dispatch system with an annual maintenance fee of \$7,500.00, upon final review and approval of the City Attorney's Office.

6.06 Moran Frame Budget Amendment – CEDO - approve and authorize the City's Chief Administrative Officer or their designee, to execute a budget amendment to increase the Moran Capital Budget by \$500,842.46 from the Waterfront TIF \$7.8MM Vermont Bond Bank Bond and to permit expenditure of such funds for future planning and construction phases in accordance with all necessary approvals and authorizations.

6.07 Communication: Pike Porter, re: Public Forum Comments, April 17, 2023 CC - waive the reading and place it on file.

6.08 Updating of Tax Increment Financing (TIF) district consulting services contract with White+Burke – CEDO - approve and authorize the Director of the Community & Economic Development Office to execute a contract with White+Burke Real Estate Advisors with retroactive approval from January 2, 2023 to December 31, 2023, for TIF consulting in the Waterfront and Downtown TIF districts with a maximum limiting amount of \$120,000, to be paid out of TIF related costs, pursuant to final review of the City Attorney's Office.

6.09 Reclassification of one (1) position in the Assessor's Office - City Assessor/HR - approve the reclassification of the Associate Assessor, a Regular, a Full-Time, Non-Exempt, AFSCME, Grade 15, role to Associate Assessor, a Regular, Full-time, Non-Exempt, AFSCME, Grade 16, role in the Assessor's Office and authorize retroactive pay to May 1, 2022, in an amount not to exceed \$3500.

6.10 Outdoor Entertainment Permit Renewal (2023-2024): Orlando's Bar and Lounge - renew the 2023-2024 Outdoor Entertainment Permit Renewal for Orlando's Bar and Lounge with all standard conditions: end time: 10:30 pm, Sun-Thurs; end time: 11:00 pm, Fri/Sat; No Overage; report back to June License Committee Meeting.

6.11 Extension of Indoor Entertainment Permit Hours: Despacito - approve the extension of indoor entertainment permit hours for Despacito.

6.12 Indoor and Outdoor Entertainment Permit renewals (2023-2024): see attached list - approve the 2023-2024 Indoor and Outdoor Entertainment Permit Renewals (see attached list) with all standard conditions.

6.13 Special Event Outdoor Entertainment Permit Application (June 4, 2023): Ken's Pizza and Pub, 11 am - 3 pm, 50th Anniversary - approve the one day only special event outdoor entertainment permit application for Ken's Pizza and Pub, June 4, 2023, 11 am - 3 pm, 50th Anniversary.

6.14 Special Event Indoor and Outdoor Entertainment Permit Application (June 17, 2023): OKAY!!OKAY!! Marketing & Creative/REIB Department City of Burlington, re: Juneteenth Event - approve the one day only special event indoor and outdoor entertainment permit application for OKAY!!OKAY!! Marketing & Creative REIB Department City of Burlington for Saturday, June 17, 2023, various locations of the City, Juneteenth Event.

6.15 Oakledge Universally Accessible Playground Construction, Contract Amendment – BPRW - approve and authorize the execution of a contract amendment with Engineers Construction, Inc. for a price not to exceed \$1,051,988 for the Oakledge Universally Accessible Playground Project and to authorize Cindi Wight, Director of Parks, Recreation & Waterfront, to execute the contract amendment and any related documents needed to carry out the project, subject to review by the City Attorney's Office.

6.16 Authorization to Accept Grant Funds for the Calahan Park Shared Use Path - Phase 1 – BPRW - approve and authorize the acceptance of grant funds in the amount of \$286,400 from the Vermont Agency of Transportation for the Calahan Park Shared Use Path – Phase 1 project and authorize the Director of Parks, Recreation and Waterfront to execute all documents necessary to accept the funding, subject to the final review and approval by the City Attorney's Office.

6.17 Lease of Vendor Space at 0 College Street Bike Racks for Bike Rentals – BPRW - approve the lease of the vendor space and bike racks located at 0 College Street to Burlington Segways, Inc., and to authorize Mayor Miro Weinberger to execute the lease agreement and any related documents, subject to review by the City Attorney's Office.

6.18 Red Stone Cottage Restoration Contract Amendment – BPRW - approve and authorize Cindi Wight, Director of Parks & Recreation, to amend the contract with Farrington Construction for restoration services to Redstone Cottage to increase the maximum limiting amount by an additional \$238,000, for a price not to exceed \$932,520 and an additional project contingency of \$25,035, for a total authorized expenditure for the full project not to exceed \$992,334, and to execute any related documents needed to carry out the project, subject to review by the City Attorney's Office.

6.19 Purchase of a bucket truck for the BPRW Arborist team – BPRW - approve and authorize the Fleet Committee to purchase a bucket truck on behalf of BPRW from Altec Industries for a price not to exceed \$316,101 utilizing identified Greenbelt street tax revenues, and to execute the contract and any related documents needed to carry out the project, subject to review by the City Attorney's Office.

6.20 Lease of vendor space at Water Works Park – BPRW - approve the lease of the vendor space located at FRAME @ Water Works Park to Betty's Bikes, and to authorize Mayor Miro Weinberger to execute the lease agreement and any related documents, subject to review by the City Attorney's Office.

6.21 Authorization to Execute Contract for the Great Streets Main Street Public Art Project with Lydia Kern, Nancy Winship Milliken Studio LLC, Pixel Patch Creative LLC, and WOWHAUS - BCA/DPW - 1. "To authorize the Director of Burlington City Arts to execute the following Phase I Design-only contracts for public art designs to be placed along Main Street, for a total authorized Phase I expenditure in the amount of \$ 66,696, subject to review and approval by the City Attorney's Office: o A contract with Lydia Kern in an amount not to exceed \$ 8,085 for final design of artwork; o A contract with WOWHAUS in an amount not to exceed \$14,561 for final design of artwork; o A contract with Pixel Patch Creative, LLC in an amount not to exceed \$28,500 for final design of artwork; and o A contract with Nancy Winship Milliken Studio, LLC in an amount not to exceed \$15,550 for final design of artwork."

6.22 FIO Documents – for information only.

6.23 Resolution: Authorization For Public Improvement Bonds Or Notes For The City's Waterfront TIF District (Board of Finance) - waive the reading and adopt the resolution.

6.24 Resolution: Adoption Of The 2022 Burlington, Vermont Hazard Mitigation Annex (Plan) (Councilor Barlow) - waive the reading and adopt the resolution.

MOTION by Councilor Dieng, SECOND by Councilor Shannon, to adopt the consent agenda as amended and take the actions indicated for items 6.01-6.24.

VOTING: unanimous; motion carries.

7. DELIBERATIVE AGENDA

7.01 Appointment: Fence Viewer: Term Expires 6/30/23

MOTION by Councilor Shannon to nominate Paul B. Schmidt as a Fence Viewer.

There were no other nominations.

VOTING: unanimous; motion carries.

Paul B. Schmidt is now a Fence Viewer, with a term ending on June 30, 2023.

7.02 indoor Entertainment Permit Application (2023-2024): A & E Enterprises, d/b/a Mr. Mike's Pizza, 206 Main Street

MOTION by Councilor Shannon, SECOND by Councilor Traverse, to approve the 2023-2024 Indoor Entertainment Permit Application for A & E Enterprises, d/b/a Mr. Mike's Pizza, 206 Main Street with all standard conditions.

VOTING: unanimous; motion carries.

7.03 Outdoor Entertainment Permit Application (2023-2024): Hotel Vermont, 41 Cherry Street

MOTION by Councilor Shannon, SECOND by Councilor Traverse, to approve the 2023-2024 Outdoor Entertainment Permit Application for Hotel Vermont, 41 Cherry Street with all standard conditions.

VOTING: unanimous; motion carries.

7.04 Tobacco License Application (2023-2024): Euphoria Cannabis, LLC

MOTION by Councilor Shannon, SECOND by Councilor Traverse, to approve the 2023-2024 Tobacco License Application for Euphoria Cannabis, LLC.

VOTING: unanimous; motion carries.

7.05 Tobacco Substitute Endorsement License Application (2023-2024): D.J. Hazen, Incorporated, d/b/a 802 BWS

MOTION by Councilor Shannon, SECOND by Councilor Traverse, to approve the 2023-2024 Tobacco Substitute Endorsement License Application for D.J. Hazen, Incorporated, d/b/a 802 BWS.

VOTING: unanimous; motion carries.

7.06 Resolution: Dedicating The Patrick Leahy Burlington International Airport (Councilors Paul, Traverse, Dieng, Barlow, Shannon, King, Carpenter, Doherty)(10 mins.)

MOTION by Councilor Carpenter, SECOND by Councilor Traverse, to waive the reading and adopt the resolution.

DISCUSSION:

- **Councilor Carpenter emphasized how much Patrick Leahy has brought to Vermont and to the City of Burlington during his tenure in the legislature. She spoke about the work he had done for the Airport.**
- **Councilor Hightower said that this is a celebration of the status quo and that too many things are named after politicians. She spoke about the accumulation of power over the 48 years of his tenure, noting that this is power that couldn't go to women or minorities in this State. She said that she hopes that this is not representative of the future of the State and City.**
- **Councilor Bergman agreed with the concerns raised about the dedicating of this landmark, though expressed appreciation for many of Senator Leahy's actions and stances against imperialist ventures in history during his legislative tenure. He noted ironically that Senator Leahy's office was in part responsible for bringing the F-35 bombers to the Airport for which he will be named.**
- **Councilor Grant agreed with Councilor Hightower's comments.**

VOTING: 10-2; motion carries (Councilors Grant, Hightower dissenting).

7.07 Burlington Ad Hoc Reassessment Committee Final Report - James Unsworth, Chair (25 mins.)

James Unsworth, Chair of the Ad Hoc Committee on Reassessment, presented that committee's final report to the City Council. He noted that this committee was formed after the City-wide property assessment reappraisal in 2021 and was tasked with examining the impediments in the reappraisal process to citizen participation and fair valuations, as well as a review of the appeals process and recommendations. He said that over the course of the year, the committee talked with members of the public, the City's assessor, and members of various appeals boards. He spoke briefly about the process around reassessing in the State. He noted that though the committee has crafted a set of recommendations in its final report, the legislature at the State level is currently considering an overhaul of the entire assessment process.

David Edwards, a member of the ad hoc committee, spoke about his work to gather feedback and conduct an analysis of the impediments to public participation and the appeals process. He said that public concerns centered largely around the fact that the reappraisal occurred during the Covid-19 pandemic, that the methods used to reevaluate assessments were not publicly available until after the deadlines for final appeals (though he acknowledged that this is a misconception on the part of the public), and that reappraisals should occur more frequently to avoid large increases in assessed value and related tax impacts. He said that the committee also found several discrete issues that could easily be resolved by the Council. These include closing a potential loophole around land trust assessment discounts and second/vacation homes, as well as examining whether taxpayers should have the ability to bar the City Assessor from attendance at a Board of Tax Appeals site visit. He said that in order to address concerns about timing, though the City cannot change timelines that are set out in State statute, they can control how information flows to taxpayers and improve upon those processes.

Mr. Edwards spoke further about recommendations to improve the process based on feedback from the public. These include having more informal hearings be made available, that any outsourced work to contractors have a set of standards to which they must adhere, and that a board assessor who is not present at a hearing cannot overrule the decision of those board assessors who are present at that hearing.

Jonathan Chapple-Sokol, a member of the ad hoc committee, spoke about his work around developing a best practice around participation of citizens in the assessment process as well as education on how properties are valued. He said that public feedback noted that the assessment process is confusing and the methods used to appraise property values are difficult to understand. He spoke about recommendations to improve the public's understanding of this process, including the creation of one-page flyers to direct property-owners to a comprehensive set of resources, the creation of online, pre-recorded seminars on the valuation and appeals process as well as how to understand and interpret the Property Record Card that each property-owner in Burlington receives, the creation of a Cost Approach Report for each property, the publishing of a digest of opinions from the Board of Assessors for the public to review, an online tool for property-owners to compare sales data, the creation of a Public Information Specialist within the Assessor's Office, and inviting members of the public to review and vet these educational materials and tools prior to finalizing them, as they will be the end users of such information.

Mr. Unsworth spoke about examining the frequency of City-wide reappraisals. He noted that a reappraisal may be required as soon as 2024, if the City hits the Common Level of Assessment threshold of 85%. He said that the ad hoc committee's recommendations around more frequent reassessments centered around taking the assessment in-house and hiring more City Assessor staff to conduct them, as they are more familiar with the community and more accessible to the public. He said that reassessments on a more rolling basis will decrease the sticker shock of any tax increases and will keep the Grand List values more in line with fair market values.

Councilor Shannon, who also participated on the ad hoc committee, acknowledged the committee's hard work and that it was a difficult committee to recruit for. She said that the City's last reassessment was in 2005 and that a period of stagnation after 2008 coupled with a previously lower CLA threshold of 80% meant that the City had not had a reassessment for a relatively long period of time. She said that in-house reassessments would only be possible for rolling reassessments, and that an in-house Citywide reassessment is not feasible.

MOTION by Councilor Shannon, SECOND by Councilor Magee, to waive the reading, accept the report and place it on file.

DISCUSSION:

- Councilor Carpenter asked if the City Assessor's Office could conduct an analysis of any changes to the reappraisal process at the State level and then invite this ad hoc committee back to speak to how any of those changes impact their recommendations. She also said that it will be important to understand the financial implications of rolling reassessments.
- Councilor Magee said that it will be important to move forward on the recommendations within the report, especially those around educating the public and help them better understand the process and how they can participate in it.
- Councilor Bergman expressed support for the Public Information Specialist recommendation, saying that an ombudsman could be a neutral role within the government that could help the public in this complex process. He noted that short shrift was given to the timing of notices of appeal as they pertain to tax bills. He asked whether tweaks in the City charter could be made to give more notice to property owners about anticipated changes to their tax bills.
- Councilor Grant spoke about her own experience going through the appeals process, which was not positive. She expressed support for taking the process in-house. She said it will be important to lay out requirements for what the Assessor's Office must provide during appeals, such as property cards with comparable sales data.
- Councilor Barlow expressed support for the recommendations related to educational activities, as well as the suggestion around rolling reappraisals.
- Councilor Dieng made a friendly amendment to waive the reading, accept the report, place it on file, and refer it to the House Ways and Means Committee and the Senate Finance Committee.

VOTING: unanimous; motion carries.

7.08 Creation of one (1) new position, the Assistant Director of CAIP, within the Police Department (20 mins.)

MOTION by Councilor Barlow, SECOND by Councilor Shannon, to approve the creation of an "Assistant Director of CAIP," a Regular, Full-time, exempt, non-union, Grade 24 position within the Burlington Police Department.

DISCUSSION:

- Mayor Weinberger said that this represents a significant commitment to additional police resources that hadn't been contemplated prior to 2020 and changes the way the City responds to public safety issues and crisis response. He noted the various positions that were created from this restructuring and addition of resources, noting that a higher level of coordination is now needed to get the full value of these resources for constituents and the public. He said that this job will provide that coordination and administration of these new resources, and signals additional civilian leadership at the Police Department.
- Acting Chief Murad said that the buildup of new resources in the Police Department, such as the CSOs and CSLs, is something of which he is extremely proud, and noted that these additional resources mean that the non-sworn, professional staff represents about 50% of Police Department staffing now.
- Councilor Magee said that he is not supportive of the creation of this position, believing that these resources and a crisis response team should be housed within an independent department in the City, not within the Police Department. He said that the way in which decisions were made around this position creation mean that bodies such as the Police Commission have essentially rubber-stamped this position, rather than being allowed to give input and a place in the decision-making process.
- Councilor Hightower said that the vision for 2020 was a separate department from the Police Department that could offer a different response, and that this feels like a lesser alternative. She said she wants to ensure that the City is

committed to having a holistic response to the problems of policing.

- Councilor Grant expressed appreciation for more communication and engagement with the Police Commission around the creation of this position in the context of the CAHOOTS model implementation and the withdrawal of the Howard Center's commitment of partnership. She expressed support for the position, though not where it is housed in the Police Department. She expressed concern that the Police Department still does not understand the root causes of many of the current issues it is facing, even though it is being tasked even more with harm reduction.
- Councilor Carpenter said that this position is necessary, as the number of civilian employees in the Police Department is increasing and needs additional coordination.
- Councilor Bergman asked why the CSOs are not included. Acting Chief Murad replied that the CSOs are essentially that of a police officer without police authorities, hence why they have been placed under sworn officers. Councilor Bergman expressed appreciation for this. He said that moving authority away from sworn officer response is something that the City should continue to look at as a viable public safety strategy.
- Councilor Dieng expressed concern about housing this position under the Police Department. He said that there could be alternatives for placement of this position and the work underneath it, such as potentially the Fire Department. He said he is supportive of the work, but with reservations about it being housed within the Police Department.

VOTING: 10-2; motion carries (Councilors Hightower and Magee dissenting).

7.09 Summary of Current and Proposed Camping on Municipal Lands Ordinance and Operational Policy - Hayley McClenahan, Assistant City Attorney (10 mins.)

Assistant City Attorney McClenahan noted differences and similarities between the late winter/early spring 2022 proposal floating by Councilor Magee compared to the City's current camping in parks ordinance as well as policies around sheltering on public lands.

MOTION by Councilor Magee, SECOND by Councilor Traverse, to waive the reading, accept the report and place it on file.

DISCUSSION:

- Councilor Magee noted that this ordinance proposal is still being discussed alongside a number of other supports for unhoused community members. He said that whether this ordinance is adopted or not, the State's decision to end the COVID-19-related motel voucher program will necessitate a serious look at how the City approaches supporting its unhoused population.
- Councilor Grant said that when the motel voucher program is gone, there is a real potential for the City to have more encampments.
- Councilor Dieng asked whether this ordinance allows for camping in parks between the hours of 10:00 PM and 7:00 AM. Assistant City Attorney McClenahan replied that under current ordinance, camping in parks is prohibited during overnight hours, but under the proposal, there would not be a blanket prohibition on camping in parks.
- Mayor Weinberger noted that the lower barrier emergency shelters that have been put into place during the public health emergency are potentially better alternatives than the opening up of public land that the ordinance envisions. He said he does not support the vision as laid out by the originally proposed ordinance and does not believe the public supports the proposed ordinance's direction at this juncture.
- Councilor Hightower noted that the Community Development and Neighborhood Revitalization (CDNR) Committee is interested in having some kind of more comprehensive solution, which it will bring to the Council at its next meeting.

VOTING: unanimous; motion carries.

7.10 Resolution: Request For \$2 Million Of ARPA Funds To Build Or Improve Community Infrastructure Community Gathering Spaces (Board of Finance)

Councilor Grant said that she would like to be part of the process around the Roosevelt Park Pavilion design work. Executive Director Alnasrawi said that the work would be part of an overall review of the design elements in Roosevelt Park, to make sure that the components all fit together well.

MOTION by Councilor Carpenter, SECOND by Councilor Grant, to waive the reading and adopt the resolution.

VOTING: unanimous; motion carries.

8. COMMITTEE REPORTS

8.01 Verbal Reports

Councilor Barlow said that the Transportation, Energy, and Utilities (TEUC) Committee will be meeting on May 3 at 5:00 PM to discuss priorities, the North Winooski Avenue referral to the committee and an update on the McNeil symposium.

Councilor Traverse said that the Ordinance Committee will meet on May 8 to discuss the South End Innovation District zoning proposal, as well as meet jointly with the Charter Committee on police oversight on May 4, May 23, and May 30.

City Council President Paul said that the Public Safety Committee will meet on May 9 to discuss the CNA recommendations, recruitment and retention, CSO and CLS hiring, commercial and downtown plans for the summer, and an update on the drug crisis and enforcement.

9. CITY COUNCIL – GENERAL AFFAIRS

9.01 Verbal Reports

Councilor Magee echoed concerns about drug paraphernalia in public spaces, noting that it's a constant reminder of the crisis of overdoses in Vermont and the Burlington community. He noted that a record number of Vermonters died of overdose deaths in 2022 and that 2023 does not look to be better. He noted that the legislature is currently taking testimony on establishing overdose prevention sites in the state, and emphasized the importance of this as a harm reduction strategy.

Councilor Hightower noted concerns about an anti-masking event at City Hall and that while the City cannot discriminate against who uses the space, there is still a pandemic occurring and there are still populations with compromised immune systems for whom masking up is the safest option.

Councilor Barlow echoed concerns about the most recent shooting that occurred in the City on Saturday and commended the work of the detective unit at the Police Department on this case.

Councilor Grant spoke about the YMCA kids' festival and its great turnout. She also said that the City should consider declaring a drug state of emergency.

10. CITY COUNCIL PRESIDENT – COUNCIL UPDATES

10.01 Verbal Reports

City Council President Paul noted that the Council meeting scheduled has been posted. She said that the Council will also be repainting the Black Lives Matter striping on Main Street on June 4th and called for any interested volunteers to help. She noted that the May 15th meeting will contain a lengthy agenda. She finally noted that May 31st is the final deadline for applications for Boards and Commissions for any terms expiring on June 30, 2023.

11. MAYOR – GENERAL AFFAIRS

11.01 Verbal Reports

Mayor Weinberger said that he has received an annual report from Burlington Telecom and he will relay that at the Council's May 15th meeting.

12. ADJOURNMENT

12.01 Motion to Adjourn

MOTION by Councilor Hightower, SECOND by Councilor Magee, to adjourn the meeting.

VOTING: unanimous; motion carries.

The City Council meeting adjourned at 10:40 PM.

RScty: AACoonrad

BURLINGTON CITY COUNCIL
CITY HALL, CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
May 15, 2023
DRAFT

MEMBERS PRESENT: Karen Paul
Ali Dieng (via Zoom)
Sarah E Carpenter
Zoraya Hightower
Mark Barlow (via Zoom)
Joe Magee
Gene Bergman
Ben Traverse
Timothy Doherty
Melo Grant
Hannah King

OTHERS PRESENT: Katherine Schad
Kim Sturtevant
Jordan Redell
Lori Olberg
Samantha Sheehan
Celia Bird
Jenny Tomczak
Ines Castro
Christine Curtis
Todd Rawlins

1. CALL TO ORDER and AGENDA

The meeting was called to order by City Council President Paul at 6:31 PM.

MOTION by Councilor King, SECOND by Councilor Carpenter, to adopt the agenda.

2. ANNUAL REPORT: BOARD OF HEALTH

2.01 Annual Report: Board of Health

Celia Bird, the Chair of the Burlington Board of Health, provided an update on the Board's activities and its goals for the coming year. She spoke of the Board's mission and charge, which are to educate the citizens of Burlington, promote, improve and protect their well-being, and to consider the most vulnerable in the community while doing that. She said that the Board will continue to focus on the social determinants of health and working with community organizations to address health disparities. She spoke about the goals for the upcoming year, which include increasing access to health-related information, using data analysis to forge community partnerships, and will continue conducting a health-equity focused data analysis of past pesticide and herbicide use application data and a data modernization project to convert existing paper records on pesticide/herbicide-use applications to an online form. She spoke about collaborations over the past year with organizations such as the Howard Center Safe Recovery, Vermont Legal Aid, and Chittenden Clinic, as well as others.

Jenny Tomczak, a member of the Board of Health, provided an update on the Board's Prevention of Gun Violence Committee's activities. She spoke about the resolution that it drafted that was approved by the City Council in December 2022, as well as the City Council's own complementary resolution that it approved at the same time, which called on the State of Vermont legislature to repeal the restriction on

Vermont municipalities to enact local gun restrictions. She spoke about new initiatives that have come about as a result of these resolutions, including the creation of the Mayor’s Task Force to Reduce Gun Violence, and Vermont State House resolution H.230 and Senate resolution S.4, which were passed by both the House and Senate in early May.

Ines Castro, a member of the Board of Health, provided an update on the Board’s Eradicating Systemic Racism Committee. She said that the Committee has worked to identify key stakeholders and collaborators as part of the initial coalition-building work around the goal of addressing systemic racism as a public health crisis. Those stakeholders include the Burlington Office of Racial Equity, Inclusion, and Belonging (REIB), the Burlington Community and Economic Development Office (CEDO), the UVM Health Network Community Health Needs Assessment Team (UVMHN CHNA), and the Chittenden Accountable Community for Health (CACH). She said that in the next year, the Board will continue to foster and expand these partnerships and identify opportunities for broader coalitions.

Chair Bird then spoke about the Committee on Mitigating the Impacts of Substance use Disorder and Reducing the Number of Discarded Syringes in the Community. She said that this work was done in collaboration with local stakeholders and the use of data from SeeClickFix reports of discarded syringes to identify high frequency areas.

Councilor Bergman asked if the Board of Health has been made aware of complaints of significant pesticide use down by the waterfront around the railroad tracks. Chair Bird replied that they have been working with that constituent while recognizing that the Railroad is not entirely within the jurisdiction of the City of Burlington. She said that they are working to create signage to make the community aware of pesticide application and advanced notification of that.

Councilor Grant asked about whether there are active programs for reducing the amount of discarded syringes in the community. Chair Bird replied that their goal is to collaborate with existing organizations, conduct more outreach to the community and increase the capacity of existing organizations to reduce the amount of discarded syringes. She said that they are working closely with the Howard Center, Vermont Legal Aid, and the Chittenden Clinic on this initiative. She said that in the next year they also plan to advocate for better harm reduction initiatives as well. Councilor Grant asked who is tracking the number of needles being removed from the community. Chair Bird replied that the Board of Health is using SeeClickFix to create a heat map of the highest-density areas of discarded syringes and hope to leverage that data to concentrate resources and reduce the number of discarded syringes.

Councilor Traverse said that the ordinance around the Board of Health really speak to the Board’s past roles in regulating food safety, rather than its work on more current, pressing public health issues, such as eradicating systemic racism and gun violence prevention. He asked that the Board of Health think about how the City can better memorialize its more current work through ordinance or charter changes, in order to give the Board a clear path to continue its good work.

Councilor Magee asked that the Board help ensure coordination of information related to harm reduction services from legislation coming down from the State level. He also asked the Board of Health to look into how and where an overdose prevention site would be most beneficial to the community, if they have the bandwidth to begin researching that.

Councilor Hightower said that she would love being a partner in any work around housing equity that the Board of Health is conducting in the next year.

Councilor Dieng commended the Board for their contributions to the community. He asked what additional resources the Board may need from the City to continue its work. Chair Bird said that the Board of Health feels supported by the City already and hopes that the Council will continue to allow the Board to serve in its advisory role. She said that she hopes the Council will continue to use the information brought to it by the Board and act upon it at the local and statewide level. Councilor Dieng asked if the Board has worked on racism as a public health emergency. Ms. Castro said that the Board has tried to focus on expanding its work on addressing systemic racism by increasing collaboration with local organizations and ensuring that the Board’s scope of work is realistic within that larger context. She said that the Board may be most useful by leveraging data within these collaborations.

3. PUBLIC FORUM

1. Verbal Comments

Forum opened at 7:21 PM.

COMMENTS:

Burlington residents (in person):

- Romeo Von Hermann spoke about the unhoused in Burlington and the resources for them that are sunseting soon, and asked that the Council help provide adequate and compassionate solutions for them and the housing crisis.

- Dave Maher spoke about a news program that highlighted how San Francisco has such a problem with the homeless because the community is so welcoming to the homeless and provides supports and does not crack down on shoplifting or drug use (which makes the community more appealing to some of the unhoused).
- Lucy Gluck spoke about the unhoused and in favor of the resolution on updating policies on camping on public lands, and for the City to be compassionate for the unhoused.
- Martha Dallas spoke in favor of finding ways to be compassionate and find ways to help those who are houseless or will become unhoused in the coming weeks. She said that it will take time to provide enough housing for everyone who needs it and that in the interim, the City needs to be compassionate and creative in how it meets the needs of the unhoused.
- Lee Morrigan expressed concern about the current rhetoric about the unhoused and that vigilantism is not welcome in the community.
- James Mallowney spoke about houselessness and said that camping should not be allowed in parks. He spoke about crimes in the houseless community. He said that somewhere should be found to house the unhoused, but not in the City's parks.
- Representative Kate Logan shared with the City Council some of the legislation that was passed at the State level, notably that the general assistance housing program will sunset as of July 1 and that hundreds of families from Burlington and Chittenden County will be unhoused beginning in June and July.
- Todd Lacroix spoke about the threat of the American oligarchy and killing children.
- Steve Miller spoke about the resolution to update the policies on camping and that he does not know if that will help solve the problem of houselessness, given how unruly some of the parks already are.
- Jayne Ahsaf spoke in favor of the resolution to update policies on camping on public land. She spoke about the lack of supports for housing for the unhoused. She said that if the crisis is not addressed now, it will only exacerbate public health, substance use, mental health, and physical health crises already prevalent in the community.
- Representative Troy Headrick spoke about the homelessness crisis, saying that it is bad and will get worse. He said that this is a policy decision, not a financial decision, on the part of the State.

Burlington residents (via Zoom):

- Robert "Bob" Kiernan spoke against the resolution to update policies on camping on public land. He said that there is no accountability built in to any of the solutions brought forth by the City.
- Andrew Kranichfeld spoke in favor of the resolution to update policies on camping on public lands. He said that if the issue is not dealt with, it will only get worse.
- Sharyl Green spoke in favor of the resolution to update policies around camping on public lands. She said she is glad this resolution will look at research conducted by CEDO on this topic and will hire additional City staff to help support this.
- Aspen Overy spoke in favor of the resolution to update policies around camping on public lands. She spoke about how the City must act now and should have acted sooner. She said that people will camp even if it is not legally allowed, since they have nothing else to turn to. She said that the City should not be harder on the homeless.
- Lina Greenberg spoke in favor of the resolution to update policies on camping on public lands, and expressed support for researching best practices. She said that the houseless crisis will not go away if the resolution is not passed and that the City needs to continue to work to provide a robust system of supports to try and solve this crisis.

Non-Burlington residents (via Zoom):

- Brenda Siegel spoke in favor of the resolution updating policies around camping spaces on public lands. She spoke about how housing provides a stabilizing support for many members of the community to receive treatment for physical and mental health issues and that if they become unhoused, those conditions will become destabilized again, resulting in serious adverse effects for those individuals.
- Grace Pfeil spoke in favor of the resolution updating policies around camping spaces on public lands. She said that the houseless problem will not go away and that the City needs to figure out how to shelter individuals.

Non-Burlington residents (in-person):

- Grey Barreda spoke about how he was just released from jail for being homeless, and that the homeless do not have the same legal protections as those with homes. He said that he would be more than happy to try and provide information to the community to educate them on the homeless situation.

Forum closed at 8:07 PM.

4. **CLIMATE EMERGENCY REPORTS**

4.01 Climate Emergency Reports

Councilor Bergman provided an update on the McNeil Symposium, which will occur on June 13, and will address the question and concern raised about the burning of biomass at McNeil. He said that the symposium will convene experts around this topic in the context of the climate emergency.

5. CONSENT AGENDA

5.01 Motion to adopt the consent agenda (as amended) and take the actions indicated

5.02 Communication: CT Office, re: Accountability List - waive the reading, accept the communication and place it on file.

5.03 Communication: Aaron Kindsvatter, re: tents next to building – waive the reading and place it on file.

5.04 Communication: Marquita Sherice Hazelett, re: FOR THE CITY COUNCIL BOARD – waive the reading and place it on file.

5.05 Annual Report of the Burlington Conservation Board Fiscal Year: 2022: June 30, 2021 - July 1, 2022 – waive the reading, accept the report, and place it on file.

5.06 Annual Report of the Burlington Development Review Board Fiscal Year 2022: July 1, 2021- June 30, 2022 – waive the reading, accept the report, and place it on file.

5.07 Amendment of Work Assignment Agreement #3 with Utility Services Co., Inc. for Project Cost Increases associated with Redstone Tank Rehabilitation - DPW/Water Resources - 1. "To approve and authorize Chapin Spencer, Director of the Department of Public Works, to execute an amended work assignment agreement #3 with Utility Services Co., Inc. for an amount not to exceed \$685,365, subject to review by the City Attorney's Office;" and 2. "To approve and authorize the acceptance of \$135,385 from AT&T/Cingular Wireless to be used towards Red Stone Water Tank Rehabilitation, and authorize Chapin Spencer, Director of Public Works, to execute an agreement with AT&T/Cingular Wireless LLC memorializing the acceptance of such funds, subject to the final review and approval of the City Attorney's Office."

5.08 Request for Approval to Execute Contract with ADS Environmental Services for the Flow Monitoring and Data Hosting Services - DPW/Water Resources - approve and authorize the Director of Public Works to execute a main agreement with ADS Environmental Services for flow monitoring and data hosting services for a term of 3 years and maximum limiting amount of \$478,161, and subsequent work assignment sub-agreements for temporary flow metering, subject to final review and approval by the City Attorney's Office.

5.09 Letter of Support Colchester Avenue/Riverside Avenue/Barrett Street/Mill Street Intersection VPSP2 - Burlington STP 5000 (29) – DPW - authorize the Director of Public Works to execute the Letter of Support for the Colchester Avenue/Riverside Avenue/Barrett Street/Mill Street – Burlington STP 5000 (29) Intersection Project from the Vermont Agency of Transportation, supporting advancement of the preferred alternative in the April 2019 Final Scoping Study.

5.10 Pearl Street/Prospect Street/Colchester Avenue Intersection VPSP2 - Burlington STP 5000(30) – DPW - authorize the Director of Public Works to execute the Letter of Support for the Pearl Street/Prospect Street/Colchester Ave – Burlington STP 5000(30) Intersection Project from the Vermont Agency of Transportation, supporting advancement of the preferred alternative in the December 2014 Final Scoping Study.

5.11 Use of Council Initiative Funds for TEUC Sponsored McNeil Symposium – TEUC - approve the expenditure of up to \$5,000.00 of budgeted City Council Initiative funds for honoraria and expenses associated with promoting and producing a TEUC sponsored McNeil Symposium.

5.12 Use of Council Initiative Funds for the Voices of St. Joseph's Orphanage Memorial & Healing Garden - Councilors Carpenter and Barlow - approve and authorize the designation and expenditure of \$10,000 dollars in budgeted City Council Initiative Funds to support the creation of the Children of St. Joseph's Orphanage Memorial and Healing Garden.

5.13 FIO Documents – for information only.

5.14 Resolution: Authorization For Reimbursement From Public Improvement Bonds For Construction Of New High School And Technical Center (Board of Finance) – waive the reading and adopt the resolution.

5.15 Resolution: Authorization For Bond Anticipation Notes For School District Capital Improvements (Board of Finance) – waive the reading and adopt the resolution.

MOTION by Councilor Dieng, SECOND by Councilor Carpenter, to adopt the consent agenda as amended and take the actions indicated for items 5.01-5.15.

VOTING: unanimous; motion carries (Councilors Traverse and Doherty abstaining from item 5.12).

6. DELIBERATIVE AGENDA

6.01 Public Hearing: Community Development Block Grant and HOME Investment Partnerships Proposed Allocations for the 2023 Action Plan for Housing & Community Development

Community Development Specialist Curtis said that this is the public hearing associated with the 2023 Action Plan for Housing & Community Development, which is required prior to submitting the proposed allocations within the Action Plan to the Housing & Urban Development (HUD) Department). She noted that the City is allocated a certain amount of funding every year by HUD to address the roots and consequences of poverty, that the City solicits proposals for this funding from community- and faith-based organizations, nonprofits, and City Departments, and that these proposals and then applications go through scoring and recommendations are made. She noted that the total funding for the 2023 Action Plan is approximately \$760,000 in CDBG funds and \$685,000 in HOME funds. She outlined the public service awards, development awards, and planning and administration awards that will be awarded to organizations with the CDBG funds, and outlined the awards for HOME funds.

City Council President Paul opened the public hearing. There was no public comment.

City Council President Paul closed the public hearing.

Councilor Dieng asked why there was \$300,000 from the previous year that wasn't allocated. Assistant Director Rawlins replied that housing projects generally take a lot of time and planning and that they anticipate HOMES funding for 2022, 2023, and 2024 will go to two large housing projects.

6.02 Resolution: BTV Solar Eclipse 2024 (Councilors Paul, Traverse) (15 mins.)

MOTION by Councilor Traverse, SECOND by Councilor Hightower, to waive the reading and adopt the resolution.

DISCUSSION:

- **Councilor Traverse said that the City has begun its preparation for this once-in-a-lifetime event, since the City will be in the eclipse's path of totality and the last time this occurred was in 1932. He said that Vermont hotels are already booking up for this event and said he would appreciate support on this resolution to allow the Council to receive updates from City staff and others as they prepare for the event.**
- **Councilor Dieng thanked the Council and City staff for their work on this.**

VOTING: unanimous; motion carries.

6.03 Resolution: Process For Updating Sheltering on Public Lands Policy Given The Rise in Homelessness And The End Of The Motel Voucher Program (Community Development and Neighborhood Revitalization Committee) (25 mins.)

MOTION by Councilor Hightower, SECOND by Councilor Magee, to waive the reading and adopt the resolution.

DISCUSSION:

- **Councilor Hightower said that this resolution would examine policies around public lands that are not the City's parks. She said that the City and State have not done enough to prepare for what will occur this summer with the loss of the motel voucher program as a resource to combat homelessness, and that not taking action tonight will further leave the City unprepared to cope with the coming crisis. She said that this resolution would direct the City to conduct more research and determine best practices through the use of data, not direct the City to take any specific policy action. She spoke about the positives of stable, safe housing for individuals. She said that the majority of the unhoused are unhoused involuntarily, and that the vacancy rate is so low in Vermont that it is almost possible to find housing, even with resources. She said that action would require coordination with other municipalities and the State and that this resolution is not a call to action but a call to develop a plan so that thoughtful and deliberate action can be taken in future.**
- **Councilor Carpenter expressed thanks for the work of CDNR on this resolution, but that the City of Burlington is not in a position due to lack of resources to sanction camping on public lands.**

MOTION by Councilor Carpenter, SECOND by Councilor Barlow, that, given the absence of the Mayor this evening, and given that there are active conversations going on with the Agency of Human Services and the City, and ongoing efforts to address the pressing and important community issue of homelessness and sheltering on public lands as well as the need to fully engage our Vermont House and Senate delegations, I would move that we postpone debate and a vote on this resolution to June 5, 2023 and request that the Administration present a full update on efforts with the city, state, other municipalities and our legislative delegation and address these issues in a council work session prior to deliberation on this resolution.

DISCUSSION:

- **Councilor Magee said that many members of the public have come to this meeting to voice their opposition to camping in the City's parks. He said it was never the intent of the resolution he brought to the Council in February of 2022 to**

- have people camping in recreational areas, but that there are public spaces and other public lands where people are camping and that the City has an obligation to make clear where people are prohibited from camping. He clarified that this resolution also would not allow for camping on public lands or in parks. He said that in terms of postponing this resolution, there has not been a convening of outreach workers yet and postponing this resolution would only allow the City a month to come up with a plan to try and deal with this crisis before the motel voucher program ends.
- Councilor Grant said that the City already has no time to deal with the crisis and that though camping is not a viable long-term solution, families and children will lose their housing and an interim solution needs to be developed now. She said that the current resolution in question would help enforce current regulations and ordinances around camping and the City's public parks.
 - Councilor Hightower said that this resolution's purpose is to examine and study whether City-sanctioned camping is better than the status quo through research of best practices. She said that it should be looked into. She said she does not support postponing this action, as momentum is needed.
 - Councilors Magee and Bergman voiced opposition to postponement.

MOTION by Councilor Carpenter, SECOND by Councilor Barlow, to withdraw the motion to postpone.

MOTION TO AMEND by Councilor Traverse, SECOND by Councilor Bergman, to strike and replace from Line 86:

BE IT FURTHER RESOLVED that 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. Potential pathways may include changes to Burlington's sheltering on public lands policy and procedures (limited to Section III – Procedures for Areas where Camping is not Specifically Prohibited), and if necessary, associated changes to the City's Ordinances; and

BE IT FURTHER RESOLVED that the 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; and

BE IT FURTHER RESOLVED that the 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

BE IT FURTHER RESOLVED that 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.

DISCUSSION OF AMENDMENT:

- Councilor Traverse said that this proposed set of amendments would allow for the City to focus not just on camping options but that CDNR would receive research on not just camping options but on sheltering options for all of Chittenden County, and would provide for a work session convened by the Administration and community organizations at the City Council's next meeting on June 5, 2023.
- Councilor Barlow said that camping isn't necessarily the answer to this problem and expressed concern that this would signal more permissiveness around sanctioned camping. He said that a more coordinated sustained response is needed at the State level as well as with surrounding municipalities. He expressed support for this set of amendments.
- Councilor Hightower said that she supports this set of amendments since it is a broadening of the options that would be researched to discern best practices. She clarified that the City does not have sanctioned camping on public lands.

VOTING (on amendment): unanimous; motion carries.

VOTING (on resolution as amended): unanimous; motion carries.

7. COMMITTEE REPORTS

7.01 Verbal Reports

Councilor Traverse said that the Ordinance Committee and Charter Change Committee are working jointly to address the question of police oversight accountability and have held one meeting already and also anticipate holding two additional meetings on May 23rd and May 30th. He said that they anticipate the joint committees meeting throughout the summer on this topic. He noted that the Ordinance Committee is also separately discussing the zoning amendments related to the South End Innovation District.

Councilor Magee said that the first meeting of the Parks, Arts, and Culture Committee will be on May 24.

Councilor Hightower said that the Community Development and Neighborhood Revitalization Committee will meet next on May 25 at 5:30.

Councilor Grant noted that the REIB Committee continues to plan logistics for the Juneteenth event.

Councilor Bergman noted that the Transportation, Energy, and Utilities Committee will meet on May 23 at 5:00.

8. CITY COUNCIL – GENERAL AFFAIRS

8.01 Verbal Reports

Councilor Bergman spoke about the recent Seven Days report on landlords' responsibilities to pay for tenants' housing when they're displaced through no fault of their own. He said he has spoken to Bill Ward on enforcing this ordinance and setting the record straight in terms of making landlords aware of their responsibilities to temporarily relocate tenants if they are displaced through no fault of their own.

Councilor Dieng thanked the Department of Public Works for their work to communicate more clearly about parking requirements and towing.

9. CITY COUNCIL PRESIDENT – COUNCIL UPDATES

9.01 Verbal Reports

City Council President Paul said that the Council will be repainting the Black Lives Matter mural on Main Street on June 4th and said that anyone from the community can volunteer to help with that. She also noted that May 31st is the deadline for applications for Commissions and Boards.

10. MAYOR – GENERAL AFFAIRS

10.01 Verbal Reports

None.

11. ADJOURNMENT

11.01 Motion to Adjourn

MOTION by Councilor Magee, SECOND by Councilor Hightower, to adjourn the meeting.

VOTING: unanimous; motion carries.

The City Council meeting adjourned at 9:59 PM.

RScty: AACoonrad

**BURLINGTON CITY COUNCIL
SPECIAL MEETING
CITY HALL, CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
May 22, 2023
DRAFT**

MEMBERS PRESENT:

Karen Paul
Sarah E
Carpenter
Mark Barlow
Joe Magee
Gene Bergman
(via Zoom)
Ben Traverse (via
Zoom)
Timothy Doherty
Melo Grant (via
Zoom)
Hannah King

OTHERS PRESENT:

Katherine Schad
Kim Sturtevant
Jordan Redell
Lori Olberg

1. CALL TO ORDER and AGENDA

The meeting was called to order by City Council President Paul at 6:31 PM.

MOTION by Councilor Carpenter, SECOND by Councilor Barlow, to adopt the agenda (Councilor Magee absent for vote).

2. COMMUNICATION: ACTING CITY ATTORNEY STURTEVANT, RE: LITIGATION UPDATE **EXPECTED EXECUTIVE SESSION**

2.01 Communication: Acting City Attorney Sturtevant, re: Litigation Update **expected Executive Session**

MOTION by Councilor Barlow, SECOND by Councilor Doherty, 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.

VOTING: unanimous; motion carries.

MOTION by Councilor Barlow, SECOND by Councilor Doherty, that, based upon that finding, 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).

VOTING: unanimous; motion carries.

MOTION by Councilor Barlow, SECOND by Councilor Doherty, to exit executive session.

VOTING: unanimous; motion carries.

3. ADJOURNMENT

3.01 Motion to Adjourn

RScty: AACoonrad

**BURLINGTON CITY COUNCIL
SPECIAL MEETING
CITY HALL, CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
May 30, 2023
DRAFT**

MEMBERS PRESENT:

(via Zoom)

Karen Paul
Joan Shannon

Ali Dieng (via
Zoom)
Sarah E
Carpenter
Zoraya Hightower
(via Zoom)
Mark Barlow
Joe Magee
Gene Bergman
Ben Traverse (via
Zoom)
Timothy Doherty
Melo Grant (via
Zoom)
Hannah King

OTHERS PRESENT:

Miro Weinberger
Katherine Schad
Jared Pellerin
Jordan Redell
Brian Pine
David G. White
Tim Sampson

1. CALL TO ORDER and AGENDA

The meeting was called to order by City Council President Paul at 5:07 PM.

MOTION by Councilor Bergman, SECOND by Councilor Carpenter, to adopt the agenda.

VOTING: unanimous; motion carries (Councilor Traverse absent for vote).

2. PUBLIC FORUM

2.01 Verbal Comments

None.

3. DELIBERATIVE AGENDA

3.01 Meli et al. v. City of Burlington et.al

Assistant City Attorney Pellerin noted that this is a tentative agreement between the City and the Melis, and as such, it is still confidential until both parties reach final agreement, and the agreement is finalized by the court. He said that the agreement will be released to the public and made available

more widely once it is finalized. Mayor Weinberger said that the administration will also keep the Council informed of developments and updates when available.

MOTION by Councilor Bergman, SECOND by Councilor Carpenter, to approve and authorize the Mayor, in conjunction with the City Attorney's Office, to enter into a stipulated settlement in a pending litigation matter captioned Meli et al. v. City of Burlington, Vermont et al.

VOTING: unanimous (11-0); motion carries (Councilor Traverse absent for vote).

4. COMMUNUCATION: REGARDING CITYPLACE UPDATE:

****EXPECTIVE EXECUTIVE SESSION****

4.01 Communication Regarding CityPlace Update: Speakers: Brian Pine, David White and Tim Sampson, Esq. *expected executive session**

Mayor Weinberger noted that this pertains to CityPlace and actions that will be taken, including the borrowing of \$18.8 million. He said that there are some updates to the ARDA agreement that will need to be made before that borrowing, and this executive session will be used to brief the Council on those updates.

MOTION by Councilor Carpenter, SECOND by Councilor Magee, that the Council find that premature general public knowledge of information concerning contract negotiations and attorney-client communications regarding CityPlace would clearly place the City at a substantial disadvantage with such negotiations.

VOTING: unanimous; motion carries.

MOTION by Councilor Carpenter, SECOND by Councilor Magee, that, based upon that finding, the Council go into executive session to receive confidential attorney-client communications and updates on contract negotiations regarding CityPlace, 1 VSA §313(a)(1)(A) and (F).

VOTING: unanimous; motion carries.

MOTION by Councilor Magee, SECOND by Councilor Barlow, to exit executive session.

VOTING: unanimous; motion carries.

5. ADJOURNMENT

5.01 Motion to Adjourn

MOTION by Councilor Bergman, SECOND by Councilor Magee, to adjourn the meeting.

VOTING: unanimous; motion carries.

The meeting adjourned at 6:10 PM.

RScty: AACoonrad

**BURLINGTON CITY COUNCIL
CITY HALL, CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
June 5, 2023
DRAFT**

MEMBERS PRESENT:

Karen Paul
Joan Shannon
Ali Dieng
Sarah E
Carpenter
Zoraya Hightower
Mark Barlow
Joe Magee
Gene Bergman
Ben Traverse
Timothy Doherty
Melo Grant
Hannah King

OTHERS PRESENT:

Miro Weinberger
Katherine Schad
Jordan Redell
Kim Sturtevant
Sarah Russell
Samantha Dunn
Jon Murad
David G. White
Kara Alnasrawi

1. CALL TO ORDER and AGENDA

The meeting was called to order by City Council President Paul at 6:16 PM.

MOTION by Councilor Magee, SECOND by Councilor Dieng, to amend/adopt the agenda as follows:

- **suspend the Rules and amend the agenda to set public comment for 7:50 p.m., as well as to take up Item 2 ahead of public comment;**
- **remove from the consent agenda item 6.29 First Amendment to Second Amended and Restated Development Agreement and place it on the Deliberative Agenda as agenda 7.1 (per City Council President Paul per Councilors Bergman and Grant);**
- **add to the consent agenda item 6.31 Communication: Michael Long, re: Police Chief Appointment;**
- **add to the consent agenda item 6.32 Communication: Jennifer A. Francoueur, re: BTV crime and council support for citizen safety through essential law enforcement.**

VOTING: unanimous; motion carries.

2. RESOLUTION: DECLARING JUNE 15, 2023 AS FROZEN TREAT DAY (COUNCILORS TRAVERSE, BERGMAN, PAUL, CARPENTER, BARLOW)

2.01 Resolution: Declaring June 15, 2023 As Frozen Treat Day (Councilors Traverse, Bergman, Paul, Carpenter, Barlow)

MOTION by Councilor Traverse, SECOND by Councilor Bergman, to waive the reading and adopt the resolution.

DISCUSSION:

- **Councilor Traverse said that this is the result of a visit to Champlain Elementary School and asking kids what they would like to honor about Burlington through a resolution. Several schoolchildren spoke about why frozen treat day is a good idea.**

3. WORK SESSION: PLAN FOR HOMELESSNESS/EXITING OF THE MOTEL VOUCHER PROGRAM

3.01 Work session on plan for Homelessness/Exiting of the Motel Voucher Program **6:15 pm - 7:45 pm

Mayor Weinberger noted that since the last discussion about this topic, the legislative session has ended with clarity about resources to help with the transition from the end of the program, though the budget was vetoed. He said that the City was invited by the Agency of Human Services to be part of responding to the ending of the motel program. He said that the City team has been working on submitting a Letter of Intent to pursue State funding to open a third fifty-bed congregate shelter and a partnership with 26 other members of the Chittenden County Alliance to endorse an alternative plan for the second phase of motel exits that are slated for the end of July. He noted that the City would propose to extend that second phase with a commitment from the Alliance to focus its resources on housing the 165 high-needs households who are expected to lose their housing by the end of July. He said that the goal is to house at least 25 households per month through the coordinated entry system. He said that this proposal would have the motel voucher program end in 5-8 months, rather than at the end of next month.

Assistant Director Russell provided an update on activities since the May 15th City Council meeting. These include convening regular meetings with AHS and Chittenden County municipal leaders and service providers, meetings with outreach providers, receiving Chittenden County population data and responding to AHS requests for Letters of Intent (LOIs), and convenings with departments within the City to define staff roles and responsibilities with response to camping within the City. She noted that the City Attorney's Office has begun updates to the Sheltering on Public Lands policy. She noted activities taken around the June 1 motel exits, which include immediate response from outreach teams, ensuring that bathrooms, meals, tents, and storage needs are met, and county-wide coordination on reentry.

Assistant Director Russell summarized the proposed resources and support for response efforts. This includes Burlington establishing emergency congregate overnight shelter for up to 50 people, establishing a co-located day shelter with access to services for an average of 75 people per day, and working with the Chittenden County Homeless Alliance to support the transition of 165 households in vulnerable sub-populations directly to permanent housing over 5 to 8 months, and joint advocacy for extension of the motel program for vulnerable households. She noted that the budget projections are \$1.1-\$1.5 million for co-located shelters for 5-8 months, and \$1.7-\$2 million for extended hotel stays for 5-8 months.

Mayor Weinberger emphasized that from the Chittenden County Homeless Alliance's perspective, the Governor's plan to turn out 165 Chittenden County families from the program and into congregate shelter is unacceptable. He said that the Alliance would welcome the City Council's support for this alternative proposal.

Councilor Grant asked several questions specific to data that was shared on the individuals who would be exited from the motel voucher program. She asked whether Chittenden County residents who are currently sheltered in Rutland County are represented in the data. Assistant Director Russell replied that this data tracks the households within Chittenden County. Councilor Grant asked about work around camping policies, and Mayor Weinberger replied that the City's position is that camping is not a viable solution to this voucher program ending and this proposal reflects that. Councilor Grant acknowledged that though camping is not a solution, it is an option that some have had to resort to.

Councilor Traverse asked whether staffing needs outside the proposed congregate shelter on Cherry Street are being considered, in addition to the staffing needs inside the building, given its proximity to

the Downtown Transit Shelter. Assistant Director Russell said that the model of oversight would provide for additional staffing both inside and outside the proposed Cherry Street shelter. Councilor Traverse asked how the City has been coordinating with municipalities around Burlington. Assistant Director Russell replied that CCHA is a county-wide organization with representation across municipalities and that though the City is not hearing much in terms of actions taken by other municipalities, she noted that AHS received 44 LOIs from around the State.

Councilor Hightower asked what percentage of the homeless population were planning on camping or didn't have shelters, and Assistant Director Russell replied that it was around 60%, though the number is not firm and more data is becoming available. Councilor Hightower said that this proposal isn't solving Burlington's portion of the problem and that there will be an increase in camping and a corresponding decrease in quality of life and health for the unhoused campers, for City staff, and generally for constituents. She said that the City also needs an exit strategy for campers to secure housing. She expressed support for the congregate housing proposal, but cautioned against it becoming against a long-term solution. She expressed frustration that the City's financial priorities are not focused on housing first above other priorities.

Councilor Carpenter expressed disappointment at the lack of direct responses from surrounding communities about setting up shelters. She encouraged CCHA and the State to push other municipalities to put together responses to help deal with this crisis. She asked about the timeline for operationalizing a congregate shelter at 108 Cherry Street, as well as whether contractors and service providers are available to provide the work. Assistant Director Russell replied that in addition to releasing the LOI requests, the State also allowed for staffing agencies to submit proposals for staffing. She said that she is confident that the staffing agencies in mind will be able to fill positions.

Councilor Magee expressed disappointment that this program is being ended. He asked whether this new shelter would be first-come first-serve, and Assistant Director Russell replied that her preference is to guarantee beds to people who return nightly, as a form of stability. Councilor Magee asked about prevention efforts in the Coordinated Entry program. Assistant Director Russell replied that they are working to track both outflows and inflows to homelessness, and are working to develop an intake assessment to incorporate in Coordinated Entry.

Councilor Dieng asked why the proposal did not include utilizing the Leddy Beach camp area. Assistant Director Russell replied that there is currently a plan for individuals who are adults (which is congregate shelter) and acknowledged that non-congregate shelter would be the ideal. She said that any kind of congregate setting for children, families, or those receiving home health or hospice is unacceptable. She said that the City is advocating for those vulnerable households to remain in motels until they can be transitioned into permanent housing. Councilor Dieng asked if staff have had the chance to interact with the individuals who have already exited the motel program, and Assistant Director Russell replied that they have not had a chance to interact with them yet.

Councilor Bergman asked what number of campsites or encampments are in Burlington right now and Assistant Director Russell replied that there are currently 60-70 people living outside in Chittenden County and that the unsheltered number of people is a difficult number to track. Councilor Bergman suggested asking for state support to collect garbage from encampments, as trash collection activities put additional strain on the Parks and Recreation Department. He also requested that the City Council be included in updates that the City Attorney's Office is conducting to update the City's camping on public lands policies.

Councilor Shannon said that the State legislature should look more closely at putting resources into this acute need and said that more support should come from the income taxpayers, not the property taxpayers.

Mayor Weinberger made closing remarks, expressing frustration at the situation and emphasizing that the root cause of this is the acute shortage of housing in the City. He spoke about activities to address the housing shortage and the push to enact housing reform and create more housing in the City.

4. PUBLIC FORUM: **TIME CERTAIN – 7:50 PM**

4.01 Verbal Comments

Forum opened at 7:50 PM.

COMMENTS:

Burlington residents (in person):

- Romeo von Herman expressed support for providing any assistance to the currently unhoused that they may need and asked the City to continue supporting them and listening to their voices and needs.
- Cheryl Boutilier spoke about concerns about the Police Department and homelessness. She said that there are a number of abandoned buildings that could be used as homeless shelters in Burlington. She also spoke about the large amount of garbage on the streets.
- Cheryl Green said that the Police Department needs to be more effective at de-escalation and that they should treat people with compassion.
- Dave Maher expressed support for prevention efforts and efforts to transition the unhoused into permanent housing. He said that more work needs to be done on developing long-term solutions. He said that mental health and substance use issues, in addition to lack of affordable housing, are root causes of this issue.
- David Call thanked staff and the City for the work that they are doing to help the unhoused and that compassion is what is needed to help solve this issue.
- Diane Clemmer said that the City should not appoint Jon Murad as the permanent Police Chief. She said that the Police Chief does not seem open to feedback or criticism and that he needs to be able to problem-solve and take criticism well.
- Todd LaCroix said that Jon Murad should not be appointed as the Police Chief and that he needs to prove himself before he can be appointed.
- Barbie Alsop spoke about de-escalation and expressed skepticism that the appointee for Police Chief is able to effectively practice de-escalation, citing an incident that occurred at the University of Vermont Medical Center.
- Mark Bachette expressed support for the appointment of Jon Murad as the Chief of Police. He cited the work done to recruit and hire CSOs and CSLs and de-escalation trainings.
- Ellen Cooper expressed support for the appointment of Jon Murad as the Chief of Police, saying that having a permanent Chief of Police will encourage more recruitment and retention of officers.
- Dawn Moskowitz encouraged the City to advocate for more collection of data on the part of the State, in order to help curb homelessness. She emphasized the importance of pursuit of aggressive and rapid increases in the housing supply in order to combat homelessness.
- Jeff Hayes spoke in support of the appointment of Jon Murad as the Chief of Police, saying that he is right for the job.
- Max Tracy expressed support for the City's actions to address the current homelessness issues, as well as efforts to create a more centralized camping policy. He spoke against the appointment of Jon Murad as the Chief of Police, citing concern that he has not acknowledged systemic racism as a factor within the Police Department, nor has he taken much action on oversight and accountability.
- Colin Hilliard spoke in support of the appointment of Jon Murad as Chief of Police.
- Sandy Baird spoke in support of Jon Murad as the Chief of Police.
- Pat Rivers spoke in support of the appointment of Jon Murad as the Chief of Police.
- Terry Rivers spoke in support of Jon Murad as the Chief of Police.
- Dave Hartnett spoke in support of Jon Murad as the Chief of Police, saying that having a permanent chief appointed will be incredibly helpful in rebuilding the Police Department.
- Karen Long expressed concern about the \$18 million loan to build CityPlace. She asked why the City would borrow millions of dollars when this project has failed so many times in the past. She asked that the City ensure that the developers adhere to the agreement.

Burlington residents (via Zoom):

- Robert Kiernan spoke in support of appointing Jon Murad as Chief of Police.
- Amy Malinowski spoke against appointing Jon Murad as the Chief of Police, saying that he has failed to acknowledge systemic racism as an issue at the Police Department, his lack of collaboration, patterns of fearmongering, and a betrayal of trust.
- Anna Wageling spoke as a Community Support Liaison (CSL) for the City and spoke about her experiences working in that position. She urged Councilors to come and see how the CSLs work within the Police Department as they discuss where the CSL positions should be housed within the City.

- John Tracy spoke in support of the appointment of Jon Murad as the Chief of Police.
- Jake Schuman said that the City wants to move forward with policing to make it safer and more collaborative. He said that the Mayor has not engaged in more efforts to recruit alternative candidates for the Chief of Police position and suggested that the appointment be tabled until an administration change.
- Kelly Halstedt spoke in support of Jon Murad as Chief of Police.
- Jeff Halstedt spoke in support of Jon Murad as Chief of Police.

Non-Burlington residents (in person):

- Becky Cassidy spoke about her experience working with Jon Murad through the Queen City Police Foundation. She expressed support for the appointment of Jon Murad as Chief of Police.

Forum closed at 8:47 PM.

5. CLIMATE EMERGENCY REPORTS

5.01 Climate Emergency Reports

Councilor Bergman spoke about the climate implications of air travel, noting an international movement around lowering airline emissions and that the City should be paying more attention to that.

6. CONSENT AGENDA

6.01 Motion to adopt the consent agenda (as amended) and take the actions indicated

6.02 Request to Adjust Contract with Motorola Solutions and Execute a Contract with Burlington Communications for Installation of our Public Safety Communication System - authorize the reduction of the Motorola Solutions contract maximum limiting amount to \$3,623,631.00 and to further authorize the Fire Chief to execute a contract with Burlington Communications for public safety communication system installation, with a maximum limiting amount of up to \$208,659.00, subject to the review and approval of the City Attorney's Office.

6.03 Request for Acceptance of American Rescue Plan Act (ARPA) 2022 Pretreatment Grant Funds for Businesses and Municipalities - authorize the Director of Public Works to execute a grant agreement for \$183,188 with the Vermont Department of Conservation for ARPA Pretreatment Grant funds to be used for the further development of the City's Industrial Pollution Prevention Program, subject to the prior review and approval of the City Attorney's Office.

6.04 Authorization to accept ARPA grant funds and Execute the Associated MOU for a Public-Private Partnership Stormwater Water Quality Project - 1. To approve and recommend to the City Council that the Director of the Department of Public Works be authorized to execute a grant agreement with Vermont DEC for up to \$705,504.00 for final design and construction of the P3 project involving the "South Meadow Apartments" and the "Shelburne Road Shopping Plaza" property, subject to final review and approval by the City Attorney's Office; 2. To authorize the execution of a MOU between the City and the P3 private parties: Antonio B. Pomerleau, LLC and Champlain Housing Trust, establishing the roles and responsibilities of administering said grant funds, subject to final review and approval by the City Attorney's Office."

6.05 Authorization to Execute Contract with Chittenden Solid Waste District for 2024-2028 Wastewater Biosolids disposal - approve the participation agreement and authorize Chapin Spencer, DPW Director, to execute a contract with CSWD for sludge disposal with the amounts and fee schedule described in the Contract between CSWD and Casella Organics, subject to the prior review and approval of the City Attorney's office.

6.06 Request to Execute a Contract with Michael Van Valkenburgh Associates for Phase 2 Conceptual Design and Scoping at Moran Plant - approve and authorize the Director of the Community & Economic Development Office to enter into a contract with Michael Van Valkenburgh Associates for the purposes of phase two conceptual design and scoping work at the Moran Frame, with a maximum limiting amount of 279,500, subject to final review and approval of the City Attorney's Office.

6.07 Great Streets Main Street Resident Engineering and Outreach Consultant Authorization to Award and Design Contract Amendment #7 with Vanasse Hangen Brustlin, Inc. - 1. To authorize the Director of Public Works to execute a contract, subject to City Attorney review and approval, with EIV Technical Services, LLC. (EIV) in the amount of \$1,636,876.00, and authorize the use of an additional \$163,124.000 (10%) in contingency funds to be available to use toward any necessary future contract amendments, and further authorize

execution of any such necessary amendments upon review and approval by the City Attorney's Office, for a total authorized amount of \$1,800,000.00 for the development of the design of the Great Streets Main Street project; 2. To authorize the Director of Public Works to execute Amendment #5 to the design contract, subject to City Attorney review and approval, with Vanasse Hangen Brustlin, Inc. (VHB) in

the amount of \$278,108.00, bringing the total contract value up to \$2,545,677.00, and authorize the use of an additional \$100,000 in contingency funds to be available to use toward any necessary future contract amendments, and further authorize execution of any such necessary amendments upon review and approval by the City Attorney's Office, for a total authorized amount of \$2,645,677.00 for the development of the design of the Great Streets Main Street project.

6.08 Waterfront Overnight Security Contract - approve the contract with Green Mountain Concert Services to provide waterfront overnight security services for an amount not to exceed \$130,000, and to authorize Cindi Wight, BPRW Director to execute the contract and any related documents, subject to review by the City Attorney's Office.

6.09 Organizational Chart Update - approve the:

- Modification, retitle, and reclassification of Director of Grid Services to Director of System Operations, a Regular, Full-time, Exempt, Non-union, Grade M29 (\$94,216.00-\$140,902.00) position.
- Addition of a new Supervisory Control and Data Acquisition (SCADA) Engineer tiered position reporting to the Director of Engineering, a Regular, Full-time, Exempt, Non-Union: Senior SCADA Engineer Grade MF3 (\$97,961.34-\$160,936.46), SCADA Engineer Grade M21 (\$83,686.93-\$128,748.67), and Associate SCADA Engineer Grade M20 (\$67,996.03-\$104,608.19).
- Modification of the job description for Director of Engineering position to oversee the SCADA Engineer and SCADA system.
- Addition of a 5th Shift Supervisor, a Regular, Full-time, Exempt, Non-Union, Grade H15 (\$66,925.04-\$109,711.89) position.
- Conversion of the General Plant Worker position to an Engineering Production Technician I, a Regular, Full-time, Non-Exempt, Union, Grade 11 (\$50,625.12-\$82,992.00) position.
- Conversion of the existing Senior Generation Engineer position to Director of Generation Engineering & Maintenance, reporting to COO/Manager of Utility Services and Engineering, a Regular, Full-time, Exempt, Non-Union, Grade M30 (\$112,029.00 - \$173,744.00) position.
- Conversion of the Director of Generation position, a Regular, Full-time, Exempt, Non-Union, Grade M19 (\$137,232.58-\$190,893.25) to a Generation Engineer reporting to Director of Generation Engineering & Maintenance, a Regular, Full-time, Exempt, Non-Union, tiered position: Senior Generation Engineer Grade MF3 (\$97,961.34 - \$160,936.46), Generation Engineer Grade M21 (\$83,686.93 - \$128,748.67), and Associate Generation Engineer Grade M20 (\$67,996.03 - \$104,608.19).
- Updating the job description for Supervisor of Generation to Director of Generation Operations, reporting to COO/Manager of Utility Services and Engineering, a Regular, Full-time, Exempt, Non-Union, Grade M30 (\$112,029.00 - \$173,744.00) position.
- Changing the reporting structure for Supervisor of Plant Maintenance from Supervisor of Generation to Director of Generation Engineering & Maintenance.
- Changing the reporting structure for Chief Forester from Director of Generation to COO/Manager of Utility Services and Engineering.
- Changing the reporting structure for Business Coordinator Generation from Director of Generation to COO/Manager of Utility Services and Engineering.
- Adding a second Accounting Administrator II position, a Regular, Full-time, Non-Exempt, Union, Grade 8 (\$47,283.18-\$77,513.49).
- Adding a Project Manager/Business Analyst-CIS position, a Regular, Full-time, Exempt, Union, Grade A04 (\$62,704.72-\$102,794.64), reporting to Director of Information Technology.
- Updating the job description for Director of Information Technology to increase the number of direct reports.

6.10 BED FY24 Rate Changes - authorize the General Manager of the Burlington Electric Department or their designee to file tariff amendments and supporting documents with the Vermont Public Utility Commission requesting an increase to Burlington Electric Department rates of 5.5 percent on bills rendered starting September 1, 2023 as proposed.

6.11 Request to Execute a Contract for Bituminous Paving of Airport Circle with SD Ireland Construction and a budget neutral amendment - 1. "To authorize the Director of Aviation execute a contract with SD Ireland Construction in the amount of \$126,800.00 with a 15% contingency totaling up to \$145,820.00 for the paving of a portion of Airport Circle, subject to review and approval of the

City Attorney's Office." 2. "To approve a budget neutral amendment in the amount of \$127,000 to the Fiscal Year 2023 Airport budget by increasing the accounts as described in the affiliated memorandum."

6.12 Request for Approval of a \$513,015 Budget Neutral Amendment to the FY2023 Burlington International Airport Budget – approve a budget neutral amendment to the Fiscal Year 203 Burlington International Airport budget in the amount of \$513,015 by increasing the accounts as described in the affiliated memorandum.

6.13 Rubber Removal for Runway 15/33 at Patrick Leahy Burlington International Airport - approve that the Director of Aviation be authorized to execute a two year contract with Hi-Lite Airfield Services, LLC, for \$102,000.00, with a 20% contingency, with a maximum limiting amount of \$122,400.00, to supply and implement rubber removal on Runway 15/33 to improve aircraft braking action and reduce marking obscuration at the Patrick Leahy Burlington International Airport, subject to the final review and approval by the Office of the City Attorney.

6.14 Authorization to Execute a Contract for the Supply and Installation of Airfield Pavement Parking at the Patrick Leahy International Airport - approve and recommend to the City Council that the Director of Aviation be authorized to execute a contract with Hi-Lite Airfield Services, LLC, for \$123,555.96 with a 30% contingency with a maximum limiting amount of \$160,622.75 for the supply and installation of taxiway and ramp markings on requested taxiways, runways, and ramps at the Patrick Leahy Burlington International Airport, subject to the final review and approval by the Office of the City Attorney.

6.15 Annual Report of the Design Advisory Board Fiscal Year 2023: July 1, 2022 – June 30, 2023 – waive the reading, accept the report and place it on file.

6.16 Communication: Keith Pillsbury, re: UVM Student Housing – waive the reading and place it on file.

6.17 Communication: Raszell Reeder, re: Cyber Attackers - waive the reading and place it on file.

6.18 – FIO Documents – for information only.

6.19 Resolution: Authorization To Submit 2023 Burlington One-Year Action Plan (Community Development and Neighborhood Revitalization Committee) – waive the reading and adopt the resolution.

6.20 6.20. Resolution: Approving Obtaining Standby Letter(s) Of credit For The City's Workers' Compensation Program (Board of Finance) – waive the reading and adopt the resolution.

6.21 Tobacco License Renewal (2023-2024): Northern Lights, 75 Main Street – approve the 2023-2024 Tobacco License Renewal for Northern Lights, 75 Main Street.

6.22 Umbrella Entertainment Permit Application (June 7-11, 2023); Flynn Center, JazzFest, various locations within the City - approve the umbrella entertainment (indoor and outdoor) permit application for Flynn Center, Jazzfest, June 7-11, 2023, various locations around the City.

6.23 Special Event Outdoor Entertainment Permit Application (June 24, 2023): Citizen Cider Press House, 180 Flynn Avenue in parking lot, 1 pm - 5 pm - approve the one day only special event outdoor entertainment permit application for Citizen Cider Press House, 180 Flynn Avenue in parking lot, June 24, 2023, 1 pm - 5 pm.

6.24 Special Event Outdoor Entertainment Permit Application (September 9, 2023): Citizen Cider Pub Parking Lot, 316 Pine Street, 6 pm - 10 pm - approve the one day only special event outdoor entertainment permit application for Citizen Cider Pub Parking Lot, 316 Pine Street, September 9, 2023, 6 pm - 10 pm.

6.25 Special Event Outdoor Entertainment Permit Application (October 14, 2023): Citizen Cider Press House, 180 Flynn Avenue in parking lot, 1 pm - 5 pm - approve the one day only special event outdoor entertainment permit application for Citizen Cider Press House, 180 Flynn Avenue in parking lot, October 14, 2023, 1 pm - 5 pm.

6.26 Special Event Outdoor Entertainment Permit Application (July 11, 18 and 25, 2023): Switchback, lawn on brewery property, 5:30 pm - 8:00 pm, Dog Days of Summer events to benefit Bellcate School - approve the three day only special event outdoor entertainment permit application for Switchback, lawn on brewery property, July 11, 18 and 25, 2023, Dog Days of Summer events to benefit Bellcate School.

6.27 Special Event Outdoor Entertainment Permit Application (August 12, 2023): Switchback, lawn on brewery property, 21st Birthday Bash, 3:00 pm - 8:00 pm - approve the one day only special event outdoor entertainment permit application for Switchback, lawn on brewery property, 21st Birthday Bash, August 12, 2023, 3:00 pm - 8:00 pm.

6.28 Resolution: Appointment Of Dr. Spencer Blackman To The City Of Burlington's Board Of Medical Examiners (Councilor Carpenter) – waive the reading and adopt the resolution.

- 6.29 Communication: Karen Paul, City Council President, re: Addition of June 26, 2023 City Council Meeting – add the meeting on June 26 to the City Council calendar of meetings.
- 6.30 Communication: C/T Office, re: Accountability List – waive the reading, accept the communication, and place it on file.
- 6.31 Communication: Michael Long, re: Police Chief Appointment – waive the reading and place it on file.
- 6.32 Communication: Jennifer A. Francoeur, re: BTV crime and council support for citizen safety through essential law enforcement – waive the reading and place it on file.

MOTION by Councilor Magee, SECOND by Councilor Dieng, to adopt the consent agenda as amended and take the actions indicated for items 6.021-6.32.

VOTING: unanimous; motion carries.

7. DELIBERATIVE AGENDA

7.01 First Amendment to Second Amended and Restated Development Agreement (was consent agenda item 6.29)

MOTION by Councilor Traverse, SECOND by Councilor Shannon, to approve and authorize Mayor Miro Weinberger to execute a First Amendment to Second Amended and Restated Development Agreement with CityPlace Partners, LLC, in substantial conformance with the attached draft and subject to the final review and approval of the City's attorneys.

DISCUSSION:

- Mayor Weinberger said that when the Amended and Restated Development Agreement (ARDA) was approved in November 2022, it was to find a way to move forward and start sitework and foundation work for CityPlace to get the project off the ground. He said that this is the first set of amendments to the ARDA that was approved in November. He spoke about the proposed changes within the amendments, including the City lessening its financial and development risk pertaining to the development project.
- Attorney Sampson noted that the developer will not have access to City funding for this project until milestones are met around the public infrastructure projects. He explained how the amendments address the June 30 deadline to incur TIF debt.
- Councilor Dieng asked that the CityPlace developers speak to their efforts to communicate around the project to the public. One of the developers replied that they conducted a site visit and have visited neighboring properties around Cherry Street, as well as informing adjacent neighbors through mailings on a weekly basis. He said that the closer they get to construction, the more details they will have to share. He said that they have listed their phone number around the property site and that people can call them whenever they need to. Councilor Dieng also suggested having a website that the public can visit, and the developer replied that there is a website that is updated frequently.

VOTING: unanimous; motion carries.

7.02 Indoor Entertainment Permit Application (2023-2024): MothershipVT, 19 Church Street

MOTION by Councilor Shannon, SECOND by Councilor Traverse to approve the 2023-2024 Indoor Entertainment Permit Application for MothershipVT, 19 Church Street with all standard conditions to include no exemption to the noise ordinance.

DISCUSSION:

- Councilor Shannon noted that the standard terms and conditions include the City's noise ordinance, which must be adhered to.

VOTING: unanimous; motion carries.

7.3. Outdoor Entertainment Permit Application (2023-2024): Junk's Tea House, 324 North Winooski Avenue

MOTION by Councilor Shannon, SECOND by Councilor Traverse, to approve the 2023-2024 Outdoor Entertainment Permit Application for Junk's Tea House, 324 North Winooski Avenue with all standard conditions to include no exemption to the noise ordinance.

VOTING: unanimous; motion carries.

7.04 Communication: Mayor Miro Weinberger, re: Fiscal Year 2024 Mayoral Appointments (10 mins.) Mayor Weinberger said that he is proud to put forth this slate of mayoral appointments for the Council's consideration.

MOTION by Councilor Shannon, SECOND by Councilor Bergman, to confirm the FY24 Mayoral Appointments as listed.

VOTING: unanimous; motion carries.

7.05 Communication: Mayor Miro Weinberger, re: Appointment of Police Chief (60 mins.) Mayor Weinberger said that this appointment request is for a permanent Chief of Police for Jon Murad. He spoke about Acting Chief Murad's past work to support the Burlington Police Department, including accomplishments and challenges. He spoke about Acting Chief Murad's strong commitment to the City. He said that the City cannot make the urgent progress that is required of the department without a permanent Chief of Police.

MOTION by Councilor Barlow, SECOND by Councilor Shannon, to confirm the appointment of Jon Murad as Police Chief.

DISCUSSION:

- Councilor Barlow agreed that it is time to move forward with a permanent chief and expressed gratitude that Acting Chief Murad is still unwavering to his commitment to the City. He noted an improved experience for the downtown due to an increased police involvement from the BPD.
- Acting Chief Murad thanked the Mayor for leading by example and in the spirit of collaboration. He thanked all who submitted public comment, including those with criticism, as he said that he hears and takes into consideration both the positive and negative feedback.
- Councilor Carpenter said that the appointment process is the prerogative of the Mayor to create a cohesive team. She also said that with this process comes public and citizen oversight and opinion, and that the Police Commission plays this important role for the Police Department. She acknowledged some tension between the BPD and the Police Commission and asked Acting Chief Murad how he would work to improve the relationship with the Commission. Acting Chief Murad replied that a citizen Police Commission plays an important role in the City. He said that the BPD has worked to codify more sharing of information and collaboration with the Police Commission.
- Councilor Doherty said that some of the Acting Chief's critics have said that he has failed to acknowledge systemic racism as an issue for the BPD and he asked the Acting Chief to respond to this criticism, further asked what he has done to implement fair and unbiased policing practices, and finally asked what he plans to do in the next year to continue addressing systemic racism. Acting Chief Murad replied that his first and foremost goal is to ensure that racial biases and injustices do not occur at the BPD. He spoke about trainings he has developed and implemented in conjunction with the City's REIB department. He said that every single use of force is presented to the public in the spirit of full transparency. He said that he wants the public to be involved in the determination of whether use of force is a result of officer biases. Councilor Doherty expressed his support for the appointment of Jon Murad as the permanent Chief of Police.
- Councilor Traverse asked about Acting Chief Murad's commitment to engage in the oversight and accountability work the Council is pursuing jointly through the Charter Change and Ordinance Committees. Acting Chief Murad replied that he is present at all meetings and provides data to the Council and Commissions and that he

prioritizes this engagement. Councilor Traverse expressed concern that a no-vote on this appointment will decrease morale at the BPD and reminded the public and other Councilors that every permanent appointment by the Mayor is an annual appointment. He said that he will strive to implement best practices in policing oversight and hopes that Acting Chief Murad will work collaboratively on these efforts.

- Councilor Hightower said that the BPD has an ongoing cultural problem and that there is no plan for addressing it. She said that it is time to build trust between the Department, the City Council and the public, and that increased accountability is one way to do so. She said that she cannot support this appointment without an improvement plan or mechanisms for citizen oversight of policing in place.
- Councilor King expressed support for the appointment of Jon Murad as Chief of Police.
- Councilor Magee said that he cannot support this appointment without a clearly-articulated improvement plan. He said that his lack of support for this appointment is in no way a reflection upon the Police Department but a reflection upon the process and lack of respect for the concerns of many in the community.
- Councilor Bergman said that this appointment is divisive and a wedge issue for the City. He said that though he does not support this appointment, he will continue to work with the Acting Chief collaboratively because the safety of his constituents is of utmost importance.
- Councilor Dieng expressed support for the appointment of Acting Chief Murad. He said that the Chief has the responsibility to prove that he is worthy of the appointment. He noted that many Councilors have expressed a desire for an improvement plan from the Police Chief, and asked whether the Mayor is willing to engage in this request. Mayor Weinberger replied that the Acting Chief has worked hard to improve the engagement between the BPD and the Police Commission and said that he and the Acting Chief are committed to continuous improvement.
- Councilor Shannon said that the Police Department needs to be stabilized and that this appointment sends the message that the Council is committed to stabilizing the department.
- Councilor Grant noted positive actions from the Acting Chief, such as getting behind the CAHOOTS model, hiring more CSOs and CSLs, and his work with the Center for Police Equity. She expressed concern about the Acting Chief's defensiveness and the need to control. She expressed concern that the Acting Chief does not support the Police Commission. She also expressed concern about the language that the Acting Chief uses sometimes around race and gender.

MOTION by Councilor Traverse, SECOND by Councilor Hightower, to suspend the rules and complete the deliberative agenda and item #8 (Committee Reports).

VOTING: unanimous; motion carries.

DISCUSSION (CONT'D):

- Mayor Weinberger addressed the concern that this appointment is a wedge issue and denied this, noting that Jon Murad is clearly qualified for being the Chief of Police. He spoke about the unprecedented attrition in the Police Department and the staggering increase in crime and gun violence in the City and that the Acting Chief has risen to that challenge.

VOTING (by roll call): Councilor Barlow – aye, Councilor Bergman – nay, Councilor Carpenter – aye, Councilor Dieng – aye, Councilor Doherty – aye, Councilor Grant – nay, Councilor Hightower – nay, Councilor King – aye, Councilor Magee – nay, Councilor Shannon – aye, Councilor Traverse – aye, City Council President Paul – aye (8 ayes, 4 nays); motion carries.

7.06 Public Hearing Regarding Burlington Downtown Tax Increment Financing District: Substantial Change Request

Consultant David G. White spoke briefly about this public hearing, noting that it pertains to a proposed application to the Vermont Economic Progress Council (VEPC) to determine how much of the incremental taxes from the Downtown TIF District should be retained in the district, both in municipal and education fund taxes. He said that additionally, there has been a disagreement between VEPC and the City with regard to an annual development fee that is being paid by Champlain College to fund one of the projects on St. Paul Street. He said that the City is proposing to make this question moot by paying the equivalent of this fee to cover some costs in the TIF District.

City Council President Paul opened the public hearing.
There were no public comments.

City Council President Paul closed the public hearing.

7.07 Substantial Change Request to VEPC - Downtown Tax Increment Financing District (10 mins.)

MOTION by Councilor Carpenter, SECOND by Councilor King, to approve the City's substantial change request to VEPC (Vermont Economic Progress Council) for its Downtown TIF District and authorize City Council President Karen Paul and Chief Administrative Officer Katherine Schad to execute the attached formal request letter.

VOTING: unanimous; motion carries.

7.08 Public Hearing Regarding Settling Common Area Fees FY24

City Council President Paul opened the public hearing.

Marc Sherman spoke as a business owner on the Church Street Marketplace, noting that the City is proposing to increase fees and expressing concern that the Church Street Marketplace fees are effectively making businesses double pay. He said that there should not be fees for the Church Street Marketplace, saying that they should be folded into the grand list and that they add value to the community as a whole. He asked that the City not increase fees, if not abolish them completely.

City Council President Paul closed the public hearing.

7.09 Resolution: Allocation Method And Standards For Common Area Fee Formula, And Establishment Of Common Area Fees For The Church Street Marketplace For Fiscal Year 2024 (Councilor Shannon)(10 mins.)

Executive Director Alnasrawi noted that Marketplace fees were waived for the duration of the COVID-19 pandemic and that the City is now proposing to increase the fees by 5%, or around \$30,000 overall. She said that this increase would help with deferred maintenance on the Marketplace.

MOTION by Councilor Shannon, SECOND by Councilor Hightower, to waive the reading and adopt the resolution.

DISCUSSION:

- **Councilor Hightower asked about the general response from businesses on the Church Street Marketplace with regards to the proposed fee increase. Director Alnasrawi replied that businesses were notified but that she did not receive feedback.**
- **Councilor Carpenter asked if this fee structure will be reconfigured once CityPlace is built and opened. Director Alnasrawi replied that these fees are assessed on the per square foot ground floor, but that there are discussions about looking at the Downtown district as a whole, rather than just the four blocks of the Marketplace.**
-

VOTING: 10-0; motion carries (Councilors Doherty and Traverse recused themselves).

7.10 Resolution: Accepting Grant Funding From The Department Of Mental Health For The Crisis Response Team And Exploring The Creation Of A Burlington CAIP Department (Councilors Paul, Carpenter, Traverse, Magee)(20 mins.)

MOTION by Councilor Carpenter, SECOND by Councilor Magee, to waive the reading and adopt the resolution.

DISCUSSION:

- **Councilor Carpenter said that this resolution asks the City to look at this “third arm” of public safety and assess how best it can be incorporated into City government. She noted that this evaluation will include feedback from public safety employees.**

VOTING: unanimous; motion carries.

8. COMMITTEE REPORTS

8.01 Verbal Reports

Councilor Traverse noted that the Ordinance Committee will meet on June 12 to consider the South End Innovation District proposal. He also noted that the Ordinance Committee and Charter Change Committee will jointly meet on police oversight and accountability on July 6, July 13, August 2, and August 3.

Councilor Dieng noted that the Racial Equity, Inclusion, and Belonging Committee will meet on June 6 to discuss legal services offered to BIPOC residents of the City, as well as the last details of the planning of the Juneteenth event.

Councilor Barlow spoke about the Biomass Symposium that will occur on June 13 at 6:30 PM to discuss the burning of biomass at the McNeil plant.

Councilor Bergman noted that a Tax Abatement organizational meeting will occur June 8 at 4:30 PM.

City Council President Paul noted that the special committee for board and commission candidate selection will meet on June 7 at 5:30 PM.

9. CITY COUNCIL – GENERAL AFFAIRS

9.01 Verbal Reports

None.

10. CITY COUNCIL – COUNCIL UPDATES

10.01 Verbal Reports

None.

11. CITY COUNCIL PRESIDENT – COUNCIL UPDATES

11.01 Verbal Reports

None.

12. MAYOR – GENERAL AFFAIRS

12.01 Verbal Reports

None.

13. ADJOURNMENT

5.01 Motion to Adjourn

MOTION by Councilor Magee, SECOND by Councilor Hightower, to adjourn the meeting.

VOTING: unanimous; motion carries.

The meeting adjourned at 11:31 PM.

RScty: AACoonrad

**BURLINGTON LOCAL CONTROL COMMISSION
CITY HALL – CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
June 5, 2023
DRAFT**

MEMBERS PRESENT:

Karen Paul
Joan Shannon
Ali Dieng
Sarah E
Carpenter
Zoraya Hightower
Mark Barlow
Joe Magee
Gene Bergman
Ben Traverse
Tim Doherty
Melo Grant
Hannah King
Miro Weinberger

OTHERS PRESENT:

Kim Sturtevant
Katherine Schad
Jordan Redell
Lori Olberg

1.0 AGENDA

City Council President Paul called the meeting to order at 8:51 PM.

MOTION by Commissioner Shannon, SECOND by Commissioner Traverse, to amend/adopt the agenda as follows:

- **add to the consent agenda item 2.1 First Class Liquor License Renewals (2023-2024): Blue Cat Cafe and Wine Bar;**
- **add to the consent agenda item 2.2 Third Class Liquor License Renewals (2023-2024): Blue Cate Cafe and Wine Bar;**
- **add to the consent agenda item 2.3 Outside Consumption Permit Renewals (2023-2024): Blue Cat Cafe and Wine Bar and Pizzeria Verita.**

VOTING: unanimous; motion carries.

2.0 CONSENT AGENDA

2.1 First Class Liquor License Renewals (2023-2024): Blue Cat Cafe and Wine Bar and Sushi Maeda - approve the 2023-2023 First Class Liquor License Renewals for Blue Cat Cafe and Wine Bar and Sushi Maeda with all standard conditions.

2.2 Third Class Liquor License Renewals (2023-2024): Asiana House and Blue Cate Cafe and Wine Bar - approve the 2023-2024 Third Class Liquor License Renewals for Asiana House and Blue Cat Cafe and Wine Bar with all standard conditions.

2.3 Outside Consumption Permit Renewals (2023-2024): Blue Cat Cafe and Wine Bar, Pho Son, and Pizzeria Verita - approve the 2023-2024 Outside Consumption Permit Renewals for Blue Cat Cafe and Wine Bar, Pho Son and Pizzeria Verita.

MOTION by Commissioner Shannon, SECOND by Commissioner Traverse, to adopt the consent agenda and take the actions indicated for items 2.1-2.3.

VOTING: unanimous; motion carries.

3.0 DELIBERATIVE AGENDA

3.1. First and Third Class Liquor License Applications (2023-2024): Farmers and Foragers, 75 Penny Lane

MOTION by Commissioner Shannon, SECOND by Commissioner Traverse, to approve the 2023-2024 First and Third Class Liquor License Applications for Farmers and Foragers, 75 Penny Lane with all standard conditions.

VOTING: unanimous; motion carries.

3.2. Outside Consumption Permit Application (2023-2024): Farmers and Foragers Dockside, 75 Penny Lane

MOTION by Commissioner Shannon, SECOND by Commissioner Traverse, to approve the 2023-2024 Outside Consumption Permit Application for Farmers and Foragers, 75 Penny Lane.

VOTING: unanimous; motion carries.

3.3. Outside Consumption Permit Application (2023-2024): Pizzeria Ida, 662 Riverside Avenue

MOTION by Commissioner Shannon, SECOND by Commissioner Traverse, to approve the 2023-2024 Outside Consumption Permit Application for Pizzeria Ida, 662 Riverside Avenue.

VOTING: unanimous; motion carries.

3.4. First Class Liquor License Application (2023-2024): Poppy's Market and Cafe, 88 Oak Street

MOTION by Commissioner Shannon, SECOND by Commissioner Traverse, to approve the 2023-2024 First Class Liquor License Application for Poppy's Market and Cafe, 88 Oak Street with all standard conditions.

VOTING: unanimous; motion carries.

3.5. First and Third Class Liquor License Applications (2023-2024): Wings, 205 St. Paul Street

MOTION by Commissioner Shannon, SECOND by Commissioner Traverse, to approve the 2023-2024 First and Third Class Liquor License Applications for Wings, 205 St. Paul Street with all standard conditions.

VOTING: unanimous; motion carries.

3.6. Outside Consumption Permit Application (2023-2024); Wings, 205 St. Paul Street

MOTION by Commissioner Shannon, SECOND by Commissioner Traverse, to approve the 2023-2024 Outside Consumption Permit Application for Wings, 205 St. Paul Street.

VOTING: unanimous; motion carries.

4.0 ADJOURNMENT

4.01 Motion to adjourn

The meeting adjourned without objection at 8:58 PM.

**BURLINGTON CITY COUNCIL WITH MAYOR PRESIDING
CITY HALL, CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
June 20, 2023
DRAFT**

MEMBERS PRESENT:

Karen Paul
Joan Shannon
Ali Dieng
Sarah E
Carpenter
Zoraya Hightower
(via Zoom)
Mark Barlow
Joe Magee
Gene Bergman
Ben Traverse (via
Zoom)
Tim Doherty
Melo Grant (via
Zoom)
Hannah King
Miro Weinberger

OTHERS PRESENT:

Katherine Schad
Kim Sturtevant
Jordan Redell
Lori Olberg

1. CALL TO ORDER and AGENDA

The meeting was called to order by Mayor Weinberger at 7:56 PM.

MOTION by City Council President Paul, SECOND by Councilor Shannon, to amend and adopt the agenda as follows:

- **add to the agenda item 2.2. Communication: Meghan Sweeney, BFD, re: Listing Of Fire Wardens To Be Appointed At The June 2023 Meeting Of The City Council For July 1, 2023 And Expire June 30, 2024.**

VOTING: unanimous; motion carries.

2. 2023 BOARDS AND COMMISSIONS APPOINTMENTS

2.1 2023 Boards and Commissions Appointments – Slate –

MOTION by Councilor King, SECOND by City Council President Paul, to approve the Board and Commission 2023 Appointment Slate. The slate is as follows: Airport Commission - Chip Mason; Board of Assessors - Jonathan Chapple-Sokol; Cemetery Commission - Mary Stilley Wesley; Cemetery Commission - Martha Marshall Dallas; Conservation Board - Miles Waite; Conservation Board - Hannah Brislin; Conservation Board - Readvertise; Design Advisory Board - Jay White; Design Advisory Board - Richard Martin; Design Advisory Board – alternate - Kathleen Ryan; Design Advisory Board – alternate – Readvertise; Development

Review Board-alternate - Evan Gould; Development Review Board – alternate – Readvertise; Development Review Board - Sean McKenzie; Development Review Board – Readvertise; Electric Light Commission - Lara Bonn; Electric Light Commission - Scott Moody; Fire Commission - Ashley Bond; Fire Commission - Monica Chapman; Board of Health - Celia Bird; Board of Health - Jennifer Tomczak; Parks and Recreation Commission - Harley Johnson; Parks and Recreation Commission - Lee Morrigan; Planning Commission - Andy Montroll; Planning Commission - Erin Malone; Police Commission - Mary Cox; Police Commission - Kevin Garrison; Public Works Commission - Jim Barr; Public Works Commission - Justine Sears; Retirement Board - David Mount; Board of Tax Appeals - Andrew Champagne; Board of Tax Appeals - David Maher; Board of Tax Appeals - Meg McGovern; Board of Tax Appeals – Readvertise; Vehicle for Hire Licensing Board – Stephen Hamlin; Vehicle for Hire Licensing Board – Readvertise; Vehicle for Hire Licensing Board – Readvertise; Board for Registration of Voters - Lesley Erin Gendron; Board for Registration of Voters – Readvertise.

VOTING: unanimous; motion carries.

2.2. Communication: Meghan Sweeney, BFD, re: Listing Of Fire Wardens To Be Appointed At The June 2023 Meeting of The City Council For July 1, 2023 And Expire June 30, 2024

MOTION by Councilor Magee, SECOND by Councilor Bergman, to waive the reading, accept the communication, place it on file and approve the attached list of Fire Wardens, July 1 2023 – June 30, 2024.

VOTING: unanimous; motion carries.

3. ADJOURNMENT

3.1 Motion to adjourn

The City Council meeting adjourned without objection at 8:04 PM.

RScty: AACoonrad

**BURLINGTON LOCAL CONTROL COMMISSION
CITY HALL – CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
June 20, 2023
DRAFT**

MEMBERS PRESENT:

Karen Paul
Joan Shannon
Ali Dieng
Sarah E
Carpenter
Zoraya Hightower
(via Zoom)
Mark Barlow
Joe Magee
Gene Bergman
Ben Traverse (via
Zoom)
Tim Doherty
Melo Grant (via
Zoom)
Hannah King
Miro Weinberger

OTHERS PRESENT:

Kim Sturtevant
Katherine Schad
Jordan Redell
Lori Olberg

1.0 AGENDA

City Council President Paul called the meeting to order at 7:34 PM.

MOTION by Commissioner Shannon, SECOND by Commissioner Magee, to adopt the agenda.

VOTING: unanimous; motion carries.

2.0 DELIBERATIVE AGENDA

2.1. Second Class Store Liquor License Application (2023-2024): Little Bodega, LLC, d/b/a Henry Street Deli, 11 Henry Street

MOTION by Commissioner Shannon, SECOND by Commissioner Magee, to approve the 2023-2024 Second Class Store Liquor License Application for Little Bodega, LLC, d/b/a Henry Street Deli, 11 Henry Street with all standard conditions.

VOTING: unanimous; motion carries.

2.2. Outside Consumption Permit Application (2023-2024): Cafe Dim Sum, 95 St. Paul Street

MOTION by Commissioner Shannon, SECOND by Commissioner Magee, to approve the 2023-2024 Outside Consumption Permit Application for Cafe Dim Sum, 95 St. Paul Street.

VOTING: unanimous; motion carries.

2.3. Second Class Store Liquor License Application (2023-2024): RGS Nepali Market, 1563 North Avenue

MOTION by Commissioner Shannon, SECOND by Commissioner Magee, to approve the 2023-2024 Second Class Store Liquor License Application for RGS Nepali Market, 1563 North Avenue with the following conditions: copy of the lease and with all standard conditions.

VOTING: unanimous; motion carries.

2.4. First and Third Class Restaurant/Bar Liquor License Applications (2023-2024); Santiago's, 3 Main Street

MOTION by Commissioner Shannon, SECOND by Commissioner Magee, to approve the 2023-2024 First and Third Class Restaurant/Bar Liquor License Applications for Santiago's, 3 Main Street with the following conditions: contingent upon Fire Marshal approval, complete record checks, all City Permits need to be closed out and with all standard conditions.

VOTING: unanimous; motion carries.

2.5. Outside Consumption Permit Application (2023-2024): Santiago's, 3 Main Street

MOTION by Commissioner Shannon, SECOND by Commissioner Magee, to approve the 2023-2024 Outside Consumption Permit Application for Santiago's, 3 Main Street with the following conditions: contingent upon Fire Marshal approval, complete record checks and all City Permits need to be closed out.

VOTING: unanimous; motion carries.

3.0 ADJOURNMENT

3.1 Motion to adjourn

The meeting adjourned without objection at 7:38 PM.

**BURLINGTON CITY COUNCIL
CITY HALL, CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
June 20, 2023
DRAFT**

MEMBERS PRESENT:

Karen Paul
Joan Shannon
Ali Dieng
Sarah E
Carpenter
Zoraya Hightower
(via Zoom)
Mark Barlow
Joe Magee
Gene Bergman
Ben Traverse (via
Zoom)
Timothy Doherty
Melo Grant (via
Zoom)
Hannah King

OTHERS PRESENT:

Miro Weinberger
Katherine Schad
Jordan Redell
Kim Sturtevant
Michael Loucy
Chris Dautel
Jared Pellerin
Brian Monaghan
Chapin Spencer
Laura Wheelock
Darren Springer
Scott Moody
Michael LaChance
Wade Labrecque

1. CALL TO ORDER and AGENDA

The meeting was called to order by City Council President Paul at 5:50 PM.

MOTION by Councilor King, SECOND by Councilor Magee, to amend/adopt the 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).

VOTING: unanimous; motion carries (Councilor Shannon absent for vote).

2. PRESENTATION REGARDING BURLINGTON TELECOM UPDATE

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

President Loucy began by providing an update on the community support and partnership between Burlington Telecom and the City of Burlington since 2019. He noted that they have been working with the City to identify landlines that are no longer active or are incorrect. He also noted that they have increased the number of free WiFi hot spots available around the City. He also spoke about project management around the relocation of technology from Memorial Auditorium, an innovation fund, programs for economically challenged members of the community, and net neutrality activities. He also spoke about an additional \$100,000 in funding that BT provides to the community.

He then spoke briefly about the staff working at Burlington Telecom. He noted 35 FTEs, which represents an increase of 20%. He also spoke about expansion efforts out of Burlington to surrounding communities and noted that BT is consistently hitting its growth targets.

Vice President Dautel spoke in further detail about Burlington Telecom's innovation fund, which invests \$250,000 per year over ten years to support start-ups and grows companies with a social or diverse aspect. He said that for 2022, they added three more companies and a total of \$400,000 in investments. He said that they also work to raise awareness for investment in the fund itself. He said that total employment by the companies invested in for 2022 was 222 employees.

President Loucy spoke about the STEM technical grant, which will be awarded in August for 2023. He spoke about 2022 grant recipients, as well as past recipients.

Mayor Weinberger provided historical context for the relationship between the City and Burlington Telecom. He noted that while they are separate legal entities, there is an agreement between the two that has significant ongoing provisions, such as commitments to make local investments and continued service expansion.

Councilor Carpenter asked about getting Burlington Telecom services into multi-family low-income housing units. President Loucy replied that they are in constant communication with developers when they have units that come online, to work with them to offer BT's utilities.

Councilor Bergman requested a written description of the Burlington Telecom agreement with the City, to ensure that newer Councilors have more of an understanding of the arrangement. Mayor Weinberger said that he would provide documents to those who would like them.

Councilor Dieng commended BT for its innovation fund and STEM grants. He noted that some constituents in the New North End have complained about slower service and asked what could be causing that. President Loucy replied that the Burlington Telecom network doesn't have variable service performance according to location, but that users may have issues due to the quality of their routers or their systems that are responsible for relaying data from BT to their home technology. He said that BT works with users to understand speed issues and help resolve them.

City Council President Paul noted that there are still some constituents who are unable to access Burlington Telecom in her area and asked that BT continue to make progress on offering it to all within the municipality.

3. COMMUNICATION: BRIAN MONAGHAN, JARED PELLERIN, KATHERINE SCHAD, RE: LAKEWOOD ESTATES TAX APPEAL (VERBAL) **EXPECTED EXECUTIVE SESSION**

3.1. Communication: Brian Monaghan, Jared Pellerin, Katherine Schad, re: Lakewood Estates Tax Appeal (verbal) **expected executive session**

Acting City Attorney Sturtevant said that this is related to the tax appeal for Lakewood Estates and potential resolution.

Councilors Carpenter and Barlow recused themselves from the executive session discussion.

MOTION by Councilor King, SECOND by Councilor Bergman, 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.

VOTING: unanimous; motion carries (Councilors Barlow and Carpenter recused).

MOTION by Councilor King, SECOND by Councilor Bergman, that based upon that finding, 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).

VOTING: unanimous; motion carries (Councilors Barlow and Carpenter recused).

4. PUBLIC FORUM: **TIME CERTAIN – 6:45 PM**

4.1 Verbal Comments

Forum opened at 7:04 PM.

COMMENTS:

Burlington residents (in person):

- Ashley Adams spoke about attending the McNeil Symposium, noting that the goals of mitigating climate change is to remove carbon dioxide emissions from the air through forests and that reducing fossil fuel use and using renewables does not matter. She said that carbon emissions from energy sources is what matters, and that burning wood is worse than burning coal.
- Catherine Bock spoke about her disappointment that the City's renewable energy is not carbon emissions-free. She said that energy usage in Burlington is going to increase with the district pipeline.
- Steve Goodkind spoke about the McNeil Symposium and its speakers and panelists. He urged the Council to ask more questions and understand the science around the district energy pipeline more before approving it.
- Todd LaCroix spoke with concern about how the older generations are harming children and future generations.

Burlington residents (via Zoom):

- Romeo von Hermann spoke about compassion as an essential value for public servants.
- Zach Porter spoke on behalf of Standing Trees, which works on policy issues related to biomass and forestry. He spoke about his experience at the McNeil Symposium, noting that the only arguments for biomass at the McNeil plant are economic, not environmental.
- Pike Porter thanked the City for the McNeil Symposium, as well as the green incentives related to weatherization. He expressed concern about biomass as an alternative to fossil fuel, saying that emissions will not be lowered. He noted that other states are decommissioning their biomass plants and that biomass is no longer carbon neutral and will not be subsidized as a greener form of energy consumption.
- Sharon Bushor spoke about the FY23 budget, expressing concern that there will only be one City Council meeting at which the budget will be discussed. She also expressed concern for the affordability of the City for residents. She also thanked the City for the McNeil Symposium.
- Peter Duval commented on the district energy system, expressing disappointment at BED's work on the steam transmission line, saying that it will be several steps backward for net zero energy.

Forum closed at 7:29 PM.

5. IN RE: LAKEWOOD ESTATES TAX APPEAL

5.1 In Re: Lakewood Estates Tax Appeal

Councilors Carpenter and Barlow recused themselves from the vote.

MOTION by Councilor Shannon, SECOND by Councilor Bergman, 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.

VOTING: unanimous; motion carries (Councilors Barlow and Carpenter recused).

6. CLIMATE EMERGENCY REPORTS

6.1 Climate Emergency Reports

Councilor Bergman spoke about the action that South Burlington has taken to ensure that at least 40% of the roof space of any new building be solar ready and that any new building that is 4 or more stories be required to generate some of their energy using solar energy. He said that it would be well worth looking into for Burlington's regulations.

Mayor Weinberger spoke about the net zero energy report that was released last week, noting that BED General Manager Springer will report on it later on in the agenda.

7. CONSENT AGENDA

7.1 Motion to adopt the consent agenda (as amended) and take the actions indicated

7.2 Communication: C/T Office, re: Accountability List – waive the reading, accept the communication, and place it on file.

7.3 Communication: 195-201 Flynn Avenue 2019 Second MOU Extension – DPW - 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.

7.4 Communication: FY24 Vehicle Purchase Recommendations – DPW - 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 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.

7.5 CY22 Street Reconstruction Program Contract Amendment for Paving Work on Flynn Avenue - DPW - 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.

7.6 FY24 Traffic Markings Contract Award Request – DPW - 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.

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 - 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.

7.8 2022 Annual Report on BPD data - Office of City Planning **now agenda item 8.11.** - waive the reading, accept the communication, and place it on file.

7.9 FIO Document – for information only.

7.10 Resolution: Authorization To Apply To Downtown Sales Tax Reallocation Program Re CityPlace Project - 75 Cherry Street (Board of Finance) – waive the reading and adopt the resolution.

7.11 Resolution: Authorization To Apply To Downtown Sales Tax Reallocation Program Re The Post Apartments Project - 176 South Winooski Avenue (Board of Finance) - waive the reading and adopt the resolution.

7.12 Ordinance: Chapter 22, Parks--Section 23, Penalty (Parks, Recreation & Waterfront Department) - 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.

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 - 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.

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) - 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).

7.15 Burlington Bike Share Encumbrance Application - Bird Rides Inc. - DPW - 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.

7.16 Birdseye Building Company - 288 Maple Street - Encumbrance Permit Application - DPW - 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.

7.17 95 Saint Paul Street - Encumbrance Permit Application - Cafe Dim Sum - DPW - 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.

7.18 Whiting-Turner Encumbrance Application - Burlington High School - DPW - 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.

MOTION by Councilor Magee, SECOND by Councilor Shannon, to adopt the consent agenda as amended and take the actions indicated for items 7.1-7.18.

VOTING: unanimous; motion carries.

8. DELIBERATIVE AGENDA

8.1 Tobacco License Application (2023-2024): Little Bodega, LLC, d/b/a Henry Street Deli, 11 Henry Street

MOTION by Councilor Shannon, SECOND by Councilor Magee, to approve the 2023-2024 Tobacco License Application for Little Bodega, LLC, d/b/a Henry Street Deli, 11 Henry Street.

VOTING: unanimous; motion carries.

8.2 Tobacco License Application and Tobacco Substitute Endorsement Application (2023-2024): RGS Nepali Market, 1563 North Avenue

MOTION by Councilor Shannon, SECOND by Councilor Magee, to approve the 2023-2024 Tobacco License Application and Tobacco Substitute Endorsement Application for RGS Nepali Market, 1563 North Avenue.

VOTING: unanimous; motion carries.

8.3 2023 Board and Commission Appointments - Slate - (10 mins.)

Councilor King, the chair of the ad hoc committee for 2023 board and commission appointments, spoke about the committee's work. She thanked Councilors Bergman, Grant, and Shannon for their work to volunteer on the committee as well. She spoke about the committee's process for interviewing applicants.

MOTION by Councilor King, SECOND by Councilor Bergman, to approve the Board and Commission 2023 Appointment Slate. The slate is as follows: Chittenden County Regional Planning Commission-alt – Readvertise; Chittenden County Regional Planning Commission - Andy Montroll; Church Street Marketplace Commission - Becky Holt; Church Street Marketplace Commission - Erik Monsen; Church Street Marketplace Commission – Readvertise; Chittenden Solid Waste District – alternate – Readvertise; Fence Viewer - Paul Schmidt; Fence Viewer - Shay Totten; Fence Viewer – Readvertise; GMT Board – alternate - Floor Vote; Green Mountain Transit Board - Floor Vote; Housing Board of Review – Readvertise.

VOTING: unanimous; motion carries.

8.4 Appointment: Green Mountain Transit Board (Term Expires 06/30/26)

MOTION by Councilor Shannon to nominate Andrea Suozzo to the Green Mountain Transit Board.

MOTION by Councilor Bergman to nominate Will Anderson to the Green Mountain Transit Board.

Andrea Suozzo spoke about her interest in serving on the GMT Board, her qualifications for serving on the board, and her excitement about the opportunity to serve as the voice of Burlington riders on the board.

VOTING (for Andrea Suozzo): 8-4 (Councilors Bergman, Magee, Grant, and Hightower dissenting).

Andrea Suozzo is now appointed to the Green Mountain Transit Board.

8.5 Appointment: Green Mountain Transit Board - alternate - (Term Expires 06/30/26)

MOTION by Councilor Bergman to nominate Will Anderson to the Green Mountain Transit Board alternate position.

VOTING: unanimous; motion carries.

8.6 City Place Public Improvements Construction Costs - DPW (15 mins.)

MOTION by Councilor Barlow, SECOND by Councilor Shannon, 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.

DISCUSSION:

- **Director Spencer said that this is in coordination with multiple City Departments, DPW has been working to make comprehensive and generational upgrades to downtown rights of way, based on great streets standards that have been approved**

by the Council. He said that the goals of this are to make streets more resilient and the streetscape more vibrant. He said that this current discussion is focused on several rights of way in the heart of downtown, partnering with CityPlace partners and adjacent stakeholders.

- Senior Engineer Wheelock said that S.D. Ireland will be constructing the new Pine and St. Paul Streets that extend between Bank and Cherry Streets, as well as curbs. She said that this is in alignment with and will adhere to the Great Streets design standards approved by the City Council.**
- Councilor Dieng asked if construction includes electric poles. Senior Engineer Wheelock replied that the current sections of street will include underground wiring.**

VOTING: unanimous; motion carries.

8.7 Net Zero Energy Presentation - Electric (20 mins.)

BED General Manager Springer noted that this update was released last week. He spoke about the four components of the net zero energy goals, which include electrifying buildings, moving toward more electric vehicles for ground transportation, moving towards district energy, and reducing the number of miles traveled by vehicles through increased walking, biking, and other alternative modes of transit. He noted that Burlington is the top city per capita in the northeast for solar. He spoke briefly about how Burlington has exceeded the state's obligation for electrification through the State's energy standards. He spoke about anticipated increases in electrified buses and other infrastructure. He spoke briefly about the increase in residential heat pump installations. He spoke about the City's 2030 vision for making Burlington a net zero energy city by eliminating fossil fuel emissions.

General Manager Springer provided statistics about gasoline and diesel consumption by the City and its residents. He noted that there are fewer vehicles being registered in Burlington, speaking about the opportunities for walking, biking, and carsharing. He noted that vehicle miles traveled have not rebounded since Covid. He spoke about more challenging circumstances for building natural gas use, saying that it has rebounded and is not within the target for NZE by 2030.

General Manager Springer noted key takeaways from the 2022 roadmap update. He noted that building local policies, such as rental weatherization, new construction renewable heating, and carbon pricing, will begin to impact data in the next several years, that district energy would make a significant impact in reducing the commercial sector's fossil fuel use in buildings, and that the Inflation Reduction Act incentives will provide a boost to EV and heat pump adoption.

Councilor Bergman asked whether solar requirements similar to those adopted by South Burlington could be feasible for Burlington. General Manager Springer replied that it would depend on the specific infrastructure, but that BED is very supportive of increasing solar uptake through policies and regulation, if possible. Councilor Bergman asked about the feasibility of geothermal energy. General Manager Springer replied that BED is active in the geothermal space and that they are working with the new high school to use geothermal energy. He noted that it is difficult to retrofit geothermal into an existing building, but that it is a fantastic opportunity for new builds. Councilor Bergman asked what different areas could be appropriate for a larger array of solar panels, such as old landfills. General Manager Springer replied that opportunities like that will be rare, given that the City has limited land use opportunities for large solar arrays, but that there are more opportunities for smaller solar arrays on rooftops.

Councilor Barlow asked whether Burlington's current measures in the thermal sector are enough to bend the curve back downward, and General Manager Springer replied that he thinks the current measures will be sufficient, combined with district heat. He also said that the carbon fee policy should be extremely effective. Councilor Barlow asked about feasible storage methods and systems that BED may be looking at. General Manager Springer replied that they are looking at battery storage but also using electric boilers to store solar energy when the sun is out but demand is low.

8.8 Annual Commission Report - Burlington Electric Commission (15 mins.)

Burlington Electric Commission Chair Moody provided a summary of the annual report, noting several areas of interest. He noted interest and concern about the increase in BED's fees, but that there will

be a further update on this in the fall. He spoke about work to examine the department's streetlight policy, noting that they have determined that maintaining the status quo was determined to be the best approach. He spoke about the economics of BED, speaking about how it is trying to keep its controllable costs down as much as possible, recognizing the effects of inflation. He spoke about the district energy project, noting that it should be moving forward in the fall of 2023. He finally noted that BED's green incentives are a great thing for ratepayers to take advantage of, if possible.

Councilor Shannon asked why neighborhoods get lighting upgrades and asked how the type of lighting is chosen for neighborhoods. General Manager Springer replied that lights are replaced with lights of like kind in neighborhoods. He said that streets get upgraded lighting when the current lighting is not deemed safe enough or when the lighting needs to be brought up to international safety code and standards.

Councilor Dieng asked how many miles of overhead wires have been buried in 2023 and planned for 2024. General Manager Springer replied that they look at moving cables underground when construction projects are occurring. He said that they have looked at undergrounding for the Champlain Parkway Project, and that they are also discussing opportunities for undergrounding through the Great Streets project. Councilor Dieng requested that the Commission conduct more outreach to address concerns about rate increases.

Councilor Grant asked how planning for burying wiring occurs and how it is decided which streets have wiring move underground. General Manager Springer replied that BED typically doesn't have a budget for undergrounding, which is why it looks for opportunities to do so when construction or street projects are occurring.

8.9 Fire Leadership Pay Scale (FLPS) - Fire (10 mins.)

MOTION by Councilor Barlow, SECOND by Councilor Carpenter, 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.

DISCUSSION:

- Fire Chief LaChance noted that this issue arose between 3 and 4 years ago and pertains to wage compression between the union and non-union Fire Department staff. He said that based on the most recent BFFA contract, if a position were to move into the Battalion Chief role, it would result in a base pay cut of around \$1,070 per year, or a 1.03% pay cut, which makes it difficult to recruit for this position. He said that this proposed wage scale adjustment would solve this compression issue permanently. He noted concerns from some Councilors about the retroactivity of this proposal, and noted that this process began in March or April of 2022 and that retroactivity back to January of 2023 makes sense.
- Councilor Shannon expressed appreciation for the increased amount of work that the Fire Department has had to do lately.
- Councilor Grant echoed this sentiment, saying that wage equity is tantamount to a strong department.
- Mayor Weinberger thanked Chief LaChance for making this a priority so early in his tenure.

VOTING (by roll call): Councilor Barlow – aye, Councilor Bergman – aye, Councilor Carpenter – aye, Councilor Dieng – nay, Councilor Doherty – aye, Councilor Grant – aye, Councilor Hightower – aye, Councilor King – aye, Councilor Magee – aye, Councilor Shannon – aye, Councilor Traverse – aye, City Council President Paul – aye (11 ayes, 1 nay); motion carries.

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**

No discussion at this time.

8.11 2022 Annual Report on BPD data - Office of City Planning **was agenda item 7.8**

Councilor Grant said that she requested this be placed on the deliberative agenda due to several concerns. She said that she would like more access to use of force data, or information around why more detailed use of force data has been delayed, as this is a sensitive issue for the Police Commission and Public Safety Committee. Deputy Chief Labrecque said that the use of force data is delayed because they now use a private company as a vendor for this information and are having to develop processes so that City analysts are able to go into the database and pull the data when they need to. He said that this delay should be resolved in future once this process is finalized.

Councilor Magee asked about the security changes that were made to access Valcour, noting that they are more strict. Deputy Chief Labrecque described how individuals pass security tests to gain access to Valcour and noted that security was tightened to be more standardized and adhere to existing policies.

Mayor Weinberger spoke about the enhanced transparency portal, noting that it is important to provide the public as much information as can be shared.

City Council President Paul said that she will work with Director Tuttle to get this report on the agenda as a completed document.

MOTION by Councilor Magee, SECOND by Councilor Shannon, to waive the reading, accept the communication and place it on file.

VOTING: unanimous; motion carries.

9. COMMITTEE REPORTS

9.1 Verbal Reports

Councilor Barlow noted that the Transportation, Energy, and Utilities Committee (TEUC) met on June 13 and held a symposium on biomass generation at McNeil. He said that the recording is available through the BED website as well as through CCTV (Channel 17). He said that the TEUC has not discussed follow-up actions related to the symposium but anticipates that they will do so at a future meeting, as it is an important topic to discuss as the City considers next steps around district energy. He added that the TEUC will hold a joint meeting with the Vehicle for Hire Licensing Board on June 27 at 5:00 PM at 645 Pine Street.

Councilor Carpenter thanked the TEUC for the McNeil symposium and the sheer amount of information that was presented. She suggested that the Council hold a work session prior to considering the district energy proposal.

Councilor Bergman said that the Joint Ordinance and Charter Change Committee will meet on July 6th to discuss police oversight, and that the Tax Abatement Committee had an organizational meeting and anticipates holding hearings in the fall.

Councilor Grant thanked the Racial Equity Inclusion, and Belonging (REIB) Department for the Juneteenth event that was put on last Saturday, despite the less than ideal weather.

10. CITY COUNCIL – GENERAL AFFAIRS

10.1 Verbal Reports

Councilor Dieng spoke about the efforts of the REIB Director, Kim Carson, to put on the Juneteenth event. He said that this has been the best Juneteenth event the City has put on, in his opinion, because it collaborated with a number of City departments and was planned and executed very skillfully.

11. CITY COUNCIL PRESIDENT – COUNCIL UPDATES

11.1 Verbal Reports

City Council President Paul noted that a meeting was added on June 26th, 2023 for the Board of Finance and City Council, which will be to vote on the Mayor's FY24 City budget.

12. MAYOR – GENERAL AFFAIRS

12.1 Verbal Reports

Mayor Weinberger expressed appreciation for the Juneteenth celebration this past Saturday and thanked Director Carson and the REIB department. He also provided an update on the 2023 veto session at the State's legislature, noting that there are a number of bills that are up for veto and override that pertain to the City. The first is the childcare bill, which is aligned with Burlington's early learning initiatives, and was overridden and will be moving forward. Another is the veto of the Burlington charter change related to all-resident voting, which was overridden and will now allow Burlington to join several other Vermont municipalities in allowing all residents to vote in local elections. The third, while not a veto and override, is a companion bill to the budget that changes the sunset of the motel voucher program, so that the vulnerable and high-needs groups that were slated for eviction will not occur at the end of July, and will engage in coordinated reentry and end in April. He lauded this as a positive legislative action, noting that it may not have occurred had Burlington not objected so strongly to the program ending in July. He noted that the City continues to advocate for the use of the 108 Cherry Street building as a way to address the volume of unhoused in the City.

13. ADJOURNMENT

13.1 Motion to Adjourn

MOTION by Councilor Magee, SECOND by Councilor Dieng, to adjourn the meeting.

VOTING: unanimous; motion carries.

The meeting adjourned at 9:42 PM.

RScty: AACoonrad

**BURLINGTON CITY COUNCIL
SPECIAL MEETING
CITY HALL, CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
June 26, 2023
DRAFT**

MEMBERS PRESENT:

Karen Paul
Joan Shannon
Ali Dieng
Sarah E
Carpenter
Zoraya Hightower
Mark Barlow
Joe Magee
Gene Bergman
Ben Traverse
Timothy Doherty
Melo Grant
Hannah King

OTHERS PRESENT:

Miro Weinberger
Katherine Schad
Jordan Redell
Kim Sturtevant
Lori Olberg

1. CALL TO ORDER and AGENDA

The meeting was called to order by City Council President Paul at 6:00 PM.

MOTION by Councilor King, SECOND by Councilor Magee, to amend/adopt the agenda as follows:

- **remove from the consent agenda item 3.3 Communication: Councilors Gene Bergman and Ben Traverse, co-chairs, Joint Committee on Oversight, re: Decision on extension of time for Report to the Full Council as per February 6, 2023 resolution and place it on the deliberative agenda as item 4.4 (per City Council President Paul per Councilor Grant)**

VOTING: unanimous; motion carries.

2. PUBLIC FORUM: **TIME CERTAIN – 6:00 PM**

2.1 Verbal Comments
None.

3. CONSENT AGENDA

3.1 Motion to adopt the consent agenda (as amended) and take the actions indicated
3.2 Communication: C/T Office, re: Accountability List – waive the reading, accept the communication and place it on file.
3.3 Communication: Councilors Gene Bergman and Ben Traverse, co-chairs, Joint Committee on Oversight, re: Decision on extension of time for Report to the Full Council as per February 6, 2023 resolution **now agenda item 4.4**

MOTION by Councilor Traverse, SECOND by Councilor Shannon, to adopt the consent agenda as amended and take the actions indicated for items 3.1-3.2.

VOTING: unanimous; motion carries.

4. DELIBERATIVE AGENDA

4.1 Resolution: Authorization of Parking Revenue Financing For The Department Of Public Works (Board of Finance)

MOTION by Councilor Magee, SECOND by Councilor Hightower, to waive the reading and adopt the resolution.

DISCUSSION:

- **Director Spencer noted that this is seeking a revenue bond to fund significant capital upgrades in the Downtown and Marketplace parking garages. He said that this work has been completed and will extend the life of each facility. He said that in Years 1 and 2 of the payment terms the City will be responsible for making interest payments, and will make payments on the principal and interest in Years 3 through 5 of the loan. He noted that DPW is working diligently to return its Parking Facilities and Traffic funds back to fiscal health, noting that Covid-19 has impacted the revenues of both funds greatly. He said that DPW is preparing a multi-year pro forma in the next several months to meet those goals.**
- **Councilor Carpenter asked what is causing the lower revenues in the parking and traffic funds. Director Spencer replied that there is both a decrease in on-street and off-street parking, but noting that the off-street parking is seeing less revenue growth of the two. He noted that this is in part due to the decrease in the number of people commuting to work into Burlington and needing parking. Councilor Carpenter asked whether people aren't using the parking garages due to security concerns. Director Spencer replied that they have upgraded security and lighting, and have removed graffiti in the City's garages.**

VOTING: unanimous; motion carries.

4.2 Resolution: Annual Appropriation And Budget For Fiscal Year Beginning July 1, 2023 And Ending June 30, 2024 (Mayor Weinberger; Board of Finance)

Mayor Weinberger said that this is the 12th and most difficult budget he has submitted for the City Council's consideration. He noted significant challenges in rising inflation, volatility, revenue shortfalls related to the pandemic, the phasing-out of federal support for Citywide equity initiatives, and an aversion by all parties to increase taxes. He said that despite these challenges, this budget advances public safety goals by rebuilding the police department, addressing the climate crisis by electrifying more of everything, makes infrastructure and capital investments, includes funding to address the opioid crisis, and includes permanent, full-time positions for the Racial Equity, Inclusion, and Belonging Department. Further, he noted that the budget recognizes that these challenges will also plague future years, such as issues with the fleet and capital investments, and will fund studies around fleet management, impact fees, property tax equity, technical assistance for CEDO, and exploring alternatives to property tax revenues for future years. He thanked Chief Administrative Officer Schad and department heads for their work on this budget.

Chief Administrative Officer Schad began by reiterating the challenges for the FY24 budget, including increased public safety personnel costs, vehicle fleet costs, and COLA increases to non-public safety staff, as well as inflationary pressures. She provided an overview of the General Fund budget of \$101.1 million, noting that it represents a \$3.1 million (3%) increase in revenues over FY23 and a \$3.7 million (4%) increase in expenses over FY23. She noted the major elements of the \$5 million budget gap between revenue and expenses, which included \$1 million in vehicle fleet costs, \$1.3 million increased Burlington Police Department personnel costs, \$950,000 in increased Burlington Fire Department personnel costs, and \$1.7 million in COLA increases to non-public safety staff and inflationary pressures. She said that this gap was addressed through \$400,000 from the unassigned fund balance and \$600,000 through other one-time sources for the fleet costs, use of City Council Charter Authority to Properly Fund Parks for an additional \$1.1 million, repurposing ARPA Revenue

Replacement Reserve funding of \$1.75 million (which is rolled over from FY23) and repurposing the BPD Rebuilding Reserve of \$500,000 to fund the first year of a multi-year plan to phase in new public safety costs, and finding an additional \$750,000 of cuts and adjustments including a doubling of FY23 attrition. She noted that the overall use of the unassigned fund balance will total \$590,000, which will leave an unassigned fund balance of \$7.6 million or 10.13% (which is in line with the unassigned fund balance policy).

Chief Administrative Officer Schad spoke about the impacts of the above to the FY23 municipal tax rate. She noted that the tax rate will increase by 6.2% from \$0.7082 to \$0.7523, which includes the addition of a \$0.005 increase to the dedicated street capital and greenbelt tax for additional street patching, and includes raising the exemption for the Business Personal Property Tax from \$45,000 to \$75,000. She noted that the FY24 monthly increase would be \$39 per month, which includes the increases for school and municipal taxes, as well as increased electricity, water, and recycling rates.

Chief Administrative Officer Schad provided a summary of the proposed FY24 revenues and expenses. She noted that 69% of the revenues are non-departmental and the remainder is spread throughout the departments. She noted that the largest source of expenses (other than non-departmental) are in public safety, with the Fire Department making up 15% of expenses and the Police Department making up 19% of the expenses.

Chief Administrative Officer Schad spoke about looking ahead to FY25 and beyond, noting that many of the FY24 budget's challenges will persist. She spoke about proactive steps to address this, including implementation of numerous revenue and operational studies, developing a capital plan to meet the City's needs before additional bonding capacity is available, increasing franchise and other non-property tax sources of revenue, developing a sustainability plan for expanded public safety, and quarterly report-outs to the Board of Finance on revenues and expenses.

MOTION by Councilor Barlow, SECOND by Councilor Dieng, to waive the reading and adopt the resolution.

DISCUSSION:

- **Councilor Barlow expressed support for the revenue and operational studies, which address the need to seek non-property tax sources of revenue. He expressed support for the budget overall, believing it to be balanced and responsible.**
- **Councilor Shannon expressed disappointment that this budget both raises taxes and dips into the City's unassigned fund balance, citing the need to maintain the City's credit rating, given inflationary pressures and high interest rates. She expressed appreciation for the staff and administration's work on the budget, and will support it.**
- **Councilor Magee spoke about additional tax that was included in the budget for paving, expressing concern about affordability in Burlington. He said that the City must be mindful of this in the budget conversation. He said that because of this, he will not be supporting the budget. He said that in future budget years, it will be challenging to sustain services without overburdening low-and-moderate income Burlingtonians.**
- **Councilor Grant expressed concern about affordability for her constituents. She said that the City has discussed finding alternatives to property taxes, but that not much has been done to actually find viable alternatives. She said that the City needs to establish a task force or work group to take the steps needed to alleviate property taxes.**
- **Councilor Hightower said that there is a lot in this budget to celebrate, but said that the budget is a moral document, and must be guided by the City's moral obligation to its constituents. She said that the City is not making the right calibration in its approach to building the budget, given the grave affordability concerns and growing number of unhoused individuals in the City.**
- **Councilor Dieng asked why the City has not seen revenues pick back up since the pandemic. Mayor Weinberger replied that revenues have recovered significantly since 2020, though waterfront and parking revenues have been slower to respond to the end of the pandemic. He noted that parking revenues may never increase back to pre-pandemic levels, given that many activities can occur remotely and vehicle**

travel is required less often. He noted that they anticipate waterfront revenues to recover fully. Chief Administrative Officer Schad noted that gross receipts and local option tax revenue has also recovered since 2020. She also noted that due to higher interest rates, the City has not seen as much revenue from fees as it had when interest rates were lower and there were more transactions and developments. She confirmed that there will not be impacts related to bonding for the High School in FY24.

- Councilor Carpenter asked what proportion of the non-departmental fees were property tax, and Chief Administrative Officer Schad replied that property tax makes up 50% of the non-departmental revenues. Councilor Carpenter asked what impact the increase in COLAs had on the total increase in expenses. Chief Administrative Officer Schad replied that AFCSME was 4.8%, BPOA was 5%, and the Fire Department was 5.75%, and the COLA increases accounted for most of the increase in the budget. Councilor Carpenter said that given that the budget is so focused on City employees and supporting them, that should be recognized. She spoke about the homeless crisis, noting that some surrounding municipalities are not pitching in, and suggested that perhaps a county tax similar to that of GMT is contemplated to help solve the crisis. She said that municipal taxes should be more income-sensitized and that the City should explore this.
- Councilor Bergman expressed dismay at the difficult position the City is in with this budget, with the options being to implement austerity measures and cut services or raise property taxes and utility rates, both of which disproportionately affect low and middle income households. He said that the City is not raising nearly enough revenue, and is not focusing on sources of revenue that are progressive for households. He said that he would like to tap into the unassigned fund balance to fund street paving and patching, rather than raise the tax. He said he will support this resolution but will not support the tax assessment on the grand list, unless \$290,000 is raised without increasing taxes.
- Councilor Shannon said that every dollar taken out of the unassigned fund balance just kicks the can down the road. She said that the tax increasing for paving isn't for frivolous spending, but for investments in infrastructure for the residents of the City. She said that the budget does not favor the upper class over the lower-class residents.
- Councilor Dieng said that this tax increase is justified, though he recognizes the burden it places on households.
- Mayor Weinberger emphasized that this is not an austerity budget and focuses more resources on public safety, the climate emergency, the opioid crisis, and the unhoused. He noted that the City has had a remarkable success in reversing state policy regarding the unhoused. He noted that the City has quadrupled its funding in its housing trust fund and that he has asked CEDO to look into how to use that funding to solving the housing and homelessness crisis. He disputed the claim that the City has not made movement in seeking alternative sources of revenue than municipal taxes. He noted the requirement that the City retain an unassigned fund balance between 5% and 15%, and that it has worked hard to ensure that it builds up reserves in the fund balance. He urged the Council not to make last-minute changes to the budget through use of funds from the unassigned fund balance.
- Councilor Hightower noted that both she and Councilor Magee had previously voiced concerns about the budget. She also noted that this Council is most productive and has the best outcomes when it works through issues where there is dissent to a resolution palatable to all. She acknowledged the incredible suite of services offered to residents by the City, but noted that it is most often the middle class individuals in the City who are able to take advantage of them, and that they need to constantly keep looking out for ways to better the lives of the most vulnerable and needy.
- Councilor Grant agreed with Councilor Hightower. She said that politics reduces the conversation about important issues. She expressed concern that the City is becoming a boutique community and that lower-income individuals may be forced out by tax creep. She said that the City needs to think creatively about sustainable sources of revenue that are not reliant on property taxes.

- **Councilor Bergman** said that he isn't characterizing this budget as an austerity budget, but noted the \$750,000 in cuts, as well as the woefully underfunded street paving program and the high level of work that staff must endure. He said that taking an extra \$250,000 from the unassigned fund balance would still keep the balance within 9%.
- **Councilor Magee** expressed appreciation for the effort to seek alternative sources of revenue for the City. He noted with concern the federal grants that the Board of Finance and City Council have approved without having a funding source for the local match. He noted that he voiced concern for the increased street tax the first night that it was brought before the Board of Finance, and resents the characterization that he is bringing this up at the last minute.
- **Councilor Traverse** said that his constituents have been bearing the brunt of the reappraisal and the fact that income-based tax assistance was delayed for a year after the reappraisal, though the assistance has caught up. He said he is extremely supportive of the wage increases in this budget for City employees. He noted that the budget also funds mandates that were previously put in place by this Council. He asked where additional funds can be found, and said that he does not support tapping into the unassigned fund balance. He said that the City Council has a responsibility to govern and that one of its primary activities is to pass the City's budget.

VOTING (by roll call): Councilor Barlow – aye, Councilor Bergman – aye, Councilor Carpenter – aye, Councilor Dieng – aye, Councilor Doherty – aye, Councilor Grant – aye, Councilor Hightower – nay, Councilor King – aye, Councilor Magee – nay, Councilor Shannon – aye, Councilor Traverse – aye, City Council President Paul – aye (10 ayes, 2 nays); motion carries.

4.3 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)
Chief Administrative Officer Schad noted that this resolution outlines the 12 different tax rates that make up the municipal tax rate. She noted that the specific tax rates of interest during tonight's discussion have been the capital and green belt tax rate. She noted that in FY22, those rates were held down to ensure affordability after the reappraisal. She noted that last year, those rates were brought up to their maximum level and fully funded. However, she discovered that the street capital and green belt rate had not been maxed out and hence why she came back to the Board of Finance with that additional half-cent proposed increase.

MOTION by Councilor Barlow, SECOND by Councilor Shannon, to waive the reading and adopt the resolution.

DISCUSSION:

- **Councilor Bergman** said that the City needs significant tax reform to base municipal taxes on the ability to pay. He additionally noted that the Urban 3 revenue study will highlight the areas that are underperforming from a valuation perspective and have the most tax revenue potential for redevelopment, which could have the potential to encourage public policies that drive up value and property taxes and drive out middle-income residents. He said that the City must study the significant anti-displacement investments that must accompany such analysis. He further noted that municipal property taxes should be income-sensitized.

MOTION TO AMEND by Councilor Bergman, SECOND by Councilor Dieng, to amend Line 8 to strike "and one-half cents" and modifying "\$0.0550" to be "\$0.05".

DISCUSSION OF AMENDMENT:

- **Mayor Weinberger** said that if this amendment passes, he is unsure whether the City has met its charter obligations to pass a balanced budget before the end of the fiscal year, as this amendment would reduce the amount of revenue in the budget assumptions without reducing corresponding expenses. Councilor Bergman said that they could additionally amend the resolution to appropriate more unassigned fund balance to cover the reduction in revenue from the taxes.

- Councilor Carpenter said that the City is mandated to pass a balanced budget, but could be called upon to move money from the unassigned fund balance in the middle of the year. Chief Administrative Officer Schad offered the example of the TIF audit that needed to pull an additional \$500,000 from the unassigned fund balance. She noted that the City's policy for the unassigned fund balance says that it should not be used to fund general, routine, or recurring operating expenses of the City.
- Councilor Doherty said that this could set a precedent moving forward that Councilors could vote in favor of approving the expense side of the budget without voting in favor of obligating the revenue needed to cover those expenses, and could just assume that it will be covered by the unassigned fund balance mid-year.

VOTING ON AMENDMENT (by roll call): Councilor Barlow – nay, Councilor Bergman – aye, Councilor Carpenter – nay, Councilor Dieng – aye, Councilor Doherty – nay, Councilor Grant – aye, Councilor Hightower – aye, Councilor King – nay, Councilor Magee – aye, Councilor Shannon – nay, Councilor Traverse – nay, City Council President Paul – nay (5 ayes, 7 nays); motion fails.

VOTING ON ORIGINAL RESOLUTION (by roll call): Councilor Barlow – aye, Councilor Bergman – nay, Councilor Carpenter – aye, Councilor Dieng – aye, Councilor Doherty – aye, Councilor Grant – nay, Councilor Hightower – aye, Councilor King – aye, Councilor Magee – nay, Councilor Shannon – aye, Councilor Traverse – aye, City Council President Paul – aye (9 ayes, 3 nays); motion carries.

4.4 Communication: Councilors Gene Bergman and Ben Traverse, co-chairs, Joint Committee on Oversight, re: Decision on extension of time for Report to the Full Council as per February 6, 2023 resolution **was agenda item 3.3**

Councilor Grant noted that she would like this discussed on the deliberative agenda, as it is an item of great interest to the City.

MOTION by Councilor Bergman, SECOND by Councilor Traverse, to waive the reading, accept the communication, and place it on file.

DISCUSSION:

- Councilor Bergman noted that the body of work for this subcommittee was too great to be able to meet the original deadline. He noted that the subcommittee has met several times and is meeting on July 6, July 13, August 2, and August 3.
- Councilor Traverse concurred, saying that transparency and communication, as well as soliciting feedback, are going to be valuable for this work. She said that leadership from the police department, multiple City departments, the unions, and the Howard Center have been invited to the subcommittee meetings to participate.

VOTING: unanimous; motion carries.

5. ADJOURNMENT

5.1 Motion to Adjourn

MOTION by Councilor Magee, SECOND by Councilor Barlow, to adjourn the meeting.

VOTING: unanimous; motion carries.

The meeting adjourned at 8:43 PM.

RScty: AACoonrad

**BURLINGTON CITY COUNCIL WITH MAYOR PRESIDING
SPECIAL MEETING
CITY HALL, CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
June 26, 2023
DRAFT**

MEMBERS PRESENT:

Karen Paul
Joan Shannon
Ali Dieng
Sarah E
Carpenter
Zoraya Hightower
Mark Barlow
Joe Magee
Gene Bergman
Ben Traverse
Tim Doherty
Melo Grant
Hannah King
Miro Weinberger

OTHERS PRESENT:

Katherine Schad
Kim Sturtevant
Jordan Redell
Lori Olberg

1. CALL TO ORDER and AGENDA

The meeting was called to order by Mayor Weinberger at 6:06 PM.

MOTION by Councilor King, SECOND by City Council President Paul, to adopt the agenda.

VOTING: unanimous; motion carries.

2. CONSENT AGENDA

2.1 Motion to adopt the consent agenda and take the actions indicated

2.2 Communication: Boards and Commissions Ad Hoc Nominating Committee, re:

Appointment of Stephen Hamlin to the Vehicle for Hire Board – appoint Stephen Hamlin to the Vehicle for Hire Board for a term expiring June 30, 2025 and that the position for the term expiring June 30, 2024 be readvertised.

MOTION by Councilor King, SECOND by Councilor Shannon, to adopt the consent agenda and take the actions indicated for items 2.1-2.2

VOTING: unanimous; motion carries.

3. ADJOURNMENT

3.1 Motion to adjourn

The City Council meeting adjourned without objection at 6:07 PM.

RScty: AACoonrad



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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MEMORANDUM

TO: License Committee/City Council

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

DATE: August 2, 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: Green Castle Group – 15 Hungerford Terrace – Construction Barricade Fencing and Parking Obstruction

Request

The applicant, Green Castle Group LLC. (Green Castle) is requesting approval for a First Amendment to License Agreement between the City and Green Castle for use of the public right-of-way located on the West side of Hungerford Terrace directly adjacent to the property located at 15 Hungerford Terrace.

The request, if approved, will extend the expiration date for a chain link construction fence to be placed around the perimeter of the encumbrance area located on the sidewalk, greenbelt, and encompassing three parking stalls of the 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

Department of Public Works received an encumbrance application request from Green Castle on September 20, 2022, to occupy an area of the sidewalk, greenbelt, and parking stalls adjacent to the building at 15 Hungerford Terrace. The obstruction is for construction activities and public protection related to new building construction, as approved by Zoning Permit ZP-21-186 on August 5th 2022, and by Encumbrance Permit REN-22-64 on October 17th 2022.

Green Castle has requested an extension to the term date of the License Agreement and Encumbrance Permit, set to expire on August 1st 2023. The project has been subject to delays in the building process due to supply chain issues, and subsequent changes in the phasing

schedule. The applicant is requesting to extend the expiration date to January 1st 2024, with hopes of completing the work by the end of 2023.

Recommendation

The Department of Public Works is supportive of entering into a First Amendment to the 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. First Amendment to License Agreement between City and Green Castle Group LLC.

Motions:

License Committee:

"To approve and recommend that the City Council approve the First Amendment to License Agreement between the City and Green Castle Group LLC, in order to extend the term of the agreement through January 1, 2024, granting use of the City right-of-way for construction fencing and parking stalls located at 15 Hungerford Terrace; and, to further recommend that the City Council authorize the Mayor to execute the First Amendment to License Agreement in substantial conformity with the License Agreement attached—subject to approval by the City Attorney's Office—on behalf of the City of Burlington."

City Council:

"To approve the First Amendment to License Agreement between the City and Green Castle Group LLC, in order to extend the term of the agreement through January 1, 2024, granting use of the City right-of-way for construction fencing and parking stalls located at 15 Hungerford Terrace; and, to authorize the Mayor to execute the First Amendment to License Agreement in substantial conformity with the License Agreement attached—subject to approval by the City Attorney's Office—on behalf of the City of Burlington."

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN GREEN CASTLE GROUP
LLC AND THE CITY OF BURLINGTON REGARDING CONSTRUCTION
ENCUMBRANCE PERMIT AND LICENSE AGREEMENT**

A first amendment to the Agreement between Green Castle Group LLC, and The City of Burlington regarding Construction Encumbrance Permit and License Agreement (the First Amendment”) is made and entered into as of the ____ day of August, 2023 by and between the City of Burlington, a Vermont municipal corporation (“City”), and Green Castle Group LLC (“Licensee”) (collectively, “the parties”).

Background

- A. The parties entered into that certain agreement, dated as of October 17, 2022 (the “Agreement”) in order to maintain barricade fencing and obstruct three on street parking spaces extending into the public rights-of-way adjacent to 15 Hungerford Terrace, covering an area of 720 sq. ft.,
- B. The parties agreed that Licensee may use and maintain the occupied portion of the street and sidewalks 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.
- C. The parties desire to enter into this First Amendment in order to:
 - 1) Amend the term date of the original agreement to expire on January 1, 2024.

NOW THEREFORE, in consideration of the Background described above and other good and valuable consideration, IT IS AGREED by and between the City and Green Castle Group LLC, as follows:

- 1. In Section 2(B), Term, paragraph 1, the original text shall be revised as follows, with deletions indicated by strikethroughs and additions indicated by underlines:

This Agreement shall commence on the Effective Date and expire on ~~August 1, 2023.~~
January 1, 2024.

- 2. In Section 6(B) Initial License Fee, paragraph 1, the original text shall be revised as follows, with deletions indicated by strikethroughs and additions indicated by underlines:

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 ~~August 1, 2023~~ January 1, 2024.

3. Except as specifically amended by the terms of this First Amendment, the Agreement remains in full force and effect. Unless specifically defined in this First Amendment, all terms shall have the meanings contained in the Agreement.

IN WITNESS WHEREOF, this First Amendment is executed as of the day and date first above written.

CITY OF BURLINGTON, VERMONT

By: _____
Mayor Miro Weinberger
Duly Authorized Agent

Green Castle Group LLC

By: _____
Duly Authorized Agent

Benjamin Frye, Project Manager

PF = 7/24/23 =

Thank you to all the City Council members who are serving Burlington. From Kim Hornung-Marcy khmarcy@comcast.net member 350Vt Burlington node and 350Vt clean heat study group.

I am motivated to speak up on this because an aunt of mine, who was a Professor of Biology, died while attending an academic Conference in Maine due to an acute asthma attack. When we reduce burning, we reduce the possibility of these tragic consequences.

1. **Wood smoke is very similar to cigarette smoke in having many toxic chemicals that adversely affect human health. According to the 2023 American Lung Association Review of Scientific Literature, "At the state level, biomass and wood combustion has supplanted coal as the leading sources of mortality impacts from fuel combustion in many states (in USA)." Pg 57**
2. **The EPA recognizes six "criteria air pollutants" that need to be limited for air quality to remain healthy: Ground-level Ozone, Particulate Matter, Carbon Monoxide, Lead, Sulfur Dioxide, and Nitrogen Dioxide. Compared to other fuels, biomass plants release more of five of these six pollutants to produce one megawatt hour (MWh) of energy than other burned fuels. (exception is lead).**

McNeil (per the state report) released on 2022 emissions released:

1.1 tons fine particulate matter

1.2 tons of Sulfur Dioxide

112.6 tons of Nitrogen Dioxide

572.1 tons of Carbon Monoxide

12.6 tons of Hydrocarbons/VOC (Volatile Organic Compounds)

The EPA regulates these substances because they are toxic, they cause or exacerbate lung or heart problems, or are carcinogenic.

Wood is the worst fuel in terms of generating the most fine particulate matter. This pollution is 2.5 microns in size (PM2.5) or smaller. Wood releases more fine particulate matter per MWh of electricity produced than any other fuel. Particles of this size are 30 times smaller than a single human hair and can be inhaled into the lungs and even enter the blood stream. Exposure to fine particulate matter is never healthy and is particularly bad for children, teens, people who are pregnant, those over age 65, and anyone with asthma, or other and heart

problems. **Medical science does not recognize any amount of fine particulate matter as healthy. In 2022 McNeil released about 1.1 tons of fine particulate matter.** (see 2023 report from Vermont Department of Environmental Conservation Air Pollution Control Division).

5.Climate busting. “Biomass power plants emit 50% - 60% more CO2 per megawatt-hour of energy produced than modern coal plants. Even assuming trees grow back, net CO2 emissions from burning forest wood exceed emissions from fossil fuels for decades to over a century.”
(<https://www.pfpi.net/biomass-basics/>) This is fueling Climate Change which also adversely impacts health through wild-fire smoke, heat, storm damage, drought, etc. **Despite industry claims the IPCC does not advocate burning trees.** <https://www.nrdc.org/bio/sasha-stashwick/what-ipcc-really-says-forest-biomass-climate-change>

6. Removing waste wood from forests reduces their ability to fix carbon in the soil and improve their natural way of maintaining soil qualify. “Biomass plants that burn “waste” wood that would slowly decompose and emit carbon dioxide even if not used as fuel, are often considered as carbon neutral. Proponents argue that since this material will end up as CO2 in the atmosphere anyway, why not use it to generate some power in the meantime? However, it is important to remember that burning emits carbon instantaneously, while decomposition takes years and even decades, and in the case of the waste wood left over from logging operations, actually builds soil carbon in the meantime... Removing waste wood to burn it fuels climate change and degrades forests. As shown by the [Manomet Study](#), increasing forest harvesting to provide biomass fuel unambiguously and dramatically increases carbon emissions, relative to fossil fuels, both because wood is such a high carbon, low efficiency fuel, and because cutting forests for fuel decreases their ability to take carbon dioxide out of the atmosphere. This combined effect of high stack emissions and degradation of forest carbon uptake capacity contributes to high “net” emissions for biomass power.”

(<https://www.pfpi.net/biomass-basics>)

Please respect the medical researchers and climate scientists at UVM and say NO to expanding what ends up being the same or worse than coal in terms of human health and accelerating climate change. Green sources of heating are the most efficient, healthy, and most cost-effective way to heat buildings, now that climate change is upon us.



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 SEABA
2. D/B/A (Business Name) _____ 3. Bus. Phone 802-578-2512
4. Business Address 28 Howard Street, Ste 303
5. Mailing Address (same) Burlington, VT 05401
6. Contact person Christy Mitchell 7. Contact Phone 802-578-2512
8. Email contact address director@seaba.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 September 8, 9, + 10, 2023
4. Proposed Hours for this Special Event Friday Sept 8, 5-10pm Saturday Sept 9 10am-10pm
Sunday Sept 10, 11am-4pm
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way

South End Arts District, Pine Street and Flynn Ave
Locations throughout the area open to explore art studios
and small businesses.

For this Proposed location please answer the following questions:

- a) Occupancy Load outdoor b) # of Restrooms at each open business c) # of Egresses outdoor
- d) Date of last Fire/Safety Check Art Hop 2022 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

Chocolate Thunder Security
GACS crossing guards

Green Mountain Flaggging for Pine Street closure
Friday only

Paid cash
\$25.00 8/1/23

(Continued on back)

PART III DESCRIPTION OF ENTERTAINMENT

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

Description The 31st South End Art Hop takes place throughout the South End of Burlington Sept 8-10, 2023. Friday night a street closure will take place from 5-10pm between Kilburn + Howard along Pine Street. We hire fire, security, flagging services and are working with Parkway construction. Saturday we host "Kills Hop" from 9am-2pm at the Farmers market and in Artist Market from 10am-4pm at Dealer.com parking lot. We hire crossing guards, food truck vendors set up in lots with owners permission. Artists + Businesses enjoy support from visitors at this favorite arts event.

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: 7/31/23

SIGNATURE OF APPLICANT

Christy Mitchell

PRINT NAME:

Christy Mitchell

RELATIONSHIP TO BUSINESS

Director

OFFICE USE ONLY

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

At their meeting of 8/2/23, the Burlington City Council License Committee recommended

Approval X Denial _____

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

Lori Olberg

From: Holly Bessette <bessetteholly63@gmail.com>
Sent: Saturday, August 5, 2023 1:22 PM
To: burlingtontownclerk
Subject: Parking

[Some people who received this message don't often get email from bessetteholly63@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

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

Hello,

My name is Holly and I was in Burlington today (Saturday August 5th 2023). I went to park in the public parking lot located on Main Street where Burlington Segways is located. The owner of Burlington Segway's along with a few others that were with her were extremely rude to us and stated we couldn't park in the public parking area because the spots that were open were for her business. There are no signs located in this parking lot stating that they are for her business only. I wanted to bring this to the towns attention that this lady is standing outside in the parking lot telling people they cannot park there in PUBLIC parking. I look forward to hearing from someone soon.

Thank you,
Holly



City of Burlington
Department of Public Works
Water Resources Division
234 Penny Lane
Burlington, VT 05401
802.863.4501 P
www.burlingtonvt.gov/DPW

Chapin Spencer
PUBLIC WORKS DEPARTMENT DIRECTOR

Megan Moir
WATER RESOURCES DIVISION DIRECTOR

MEMORANDUM

TO: Board of Finance and City Council

FROM: Megan Moir, DPW Division Director – Water Resources

DATE: August 7, 2023 / August 14, 2023

CC: Chapin Spencer, DPW Director
Martin Lee, PE, Water Resources Engineering Manager

RE: Authorization to Execute Contracts with On-Call Water Resources Excavation Contractors

REQUEST:

The Department of Public Works (DPW) and its Water Resources Division (WRD) are seeking authorization to execute Main On-Call Agreements with three (3) On-Call contractors for water resources excavation projects: BP Wastewater Services, Engineers Construction and SD Ireland Companies. We propose to execute Main On-Call Agreements with a maximum limiting amount of \$200,000 with each of the three (3) qualified contractors, for a total authorized expenditure of \$600,000.

Main On-Call Agreements will extend through 2026 and DPW-WRD will seek to increase these limits if it appears that they are trending towards being exceeded. If the total amount to be spent with any one contractor on any given individual project under this agreement exceeds \$100,000, Board of Finance and City Council approval of that work assignment agreement will be required.

BACKGROUND:

During the course of normal maintenance, repairs or upgrades of Water Resources utilities (water, sewer, stormwater), the City occasionally requires services deemed urgent and/or beyond the capabilities or availability of “in-house” resources. DPW-WRD has had recent success using On-Call contractors through a similar procurement process in 2019 and 2020. With the On-Call Agreements from 2020 set to expire later this year, WRD released a Request for Proposals (RFP) for On-Call Excavation Services in June 2023. The intent is to maintain a list of qualified Contractors willing to contract with the City of Burlington DPW-WRD on an as-needed basis and to establish in advance the unit pricing for compensations of such services.

DPW-WRD sees these On-Call contractors as integral to our success in maintaining infrastructure. These contractors are necessary to supplement DPW forces, especially when work is time sensitive, the work type requires specialized skills or equipment, or due to staffing shortages. Here are some brief descriptions to show examples of urgent repairs previously completed by On-Call contractors:

- Immediate response to a massive water break on Shore Road in the middle of winter. The size of the water break and the limited availability of DPW Water Distribution team members made this a clear candidate for on-call assistance. This emergency repair demonstrates the reliability we have been receiving from on call contractors.
- Prompt response to a large design build project to replace a failing stormwater pipe that was eroding private property in the New North End. The scope of work was not a good fit for our DPW forces because it was a large-scale repair and DPW forces were completing other capital improvement projects in the City.
- Leaky pipe investigation work at the Main Wastewater Treatment Plant. The scope of work included exploratory digging work and resulted in repairing three significant leaks in buried aeration pipes. The scope of work was not a good fit for DPW forces because special equipment was needed and work was completed in winter when many staff are dedicated to snow removal.

CONSTRUCTION CONTRACTOR SELECTION:

WRD issued a RFP this past June and received proposal packages from three (3) contractors – all with a record of success working in Burlington in recent years on water resources utility projects. Contractors provided unit pricing for their services which are in line with typical rates for this type of work. Given the completeness of the proposals, their positive past track record on water resources projects, their comparable rates – and our need to have several on-call contractors during emergency situations as not all may be available – Staff recommends approving on-call contracts with all three contractors.

The On-Call contractors will provide services required to complete work associated with both Emergency/Unplanned maintenance and repairs of City utilities as well as Urgent/Planned projects. The work can include, but not be limited to: installation, replacement, and repairs of water distribution pipes and service lines, valves, hydrants, gravity sewers, sewage force mains, catch basins, manholes, storm pipes, stormwater infiltration systems or rain gardens, pavement failures (sinkholes), and erosional damage throughout the City, including excavation, backfill, paving and site restoration.

The City of Burlington Department of Public Works is seeking to execute Main On-Call Agreements with the following three (3) contractors:

1. BP Wastewater Services LLC
2. Engineers Construction, Inc.
3. S D Ireland Brothers Corporation

On-Call Contractor Implementation through Work Assignment Agreements:

Once Main On-Call Agreements are executed, WRD will then enter into Work Assignment Agreements (WAA) with the selected excavation contractors on an as needed basis. Prior to entering into a WAA, the Director of Public Works or his/her designee will determine if work is appropriate for the On-Call contractors. Availability of in-house AFSCME staff is always reviewed prior to awarding work to an on-call contractor.

Work under this On-Call Excavation Services contract generally falls into two categories –

Emergency/Unplanned Work and Urgent/Planned Work. In the past, Water Resources has executed “standing” Emergency work assignment agreements which have a general scope of work and a modest not to exceed limit (\$20,000) so as to allow for emergency work of a variety of types to proceed quickly (these are often used outside of business hours) based on time and materials pricing under the direct oversight of on-site City personnel. While not previously prescribed, as a process improvement, Water Resources proposes that use of these work assignment agreements be “activated” via an emailed written notification to the firm that specifies the address and type of work associated with the emergency (i.e. water system break, sewer break etc.). For emergencies that exceed the initial threshold (\$20,000), the work assignment agreement will be amended to include a more specific written scope and the work assignment allowable limit. Urgent/Planned Work allows for a little bit more planning and the WAAs will include more defined scopes of work for which the contractor will provide a not to exceed cost estimate.

For Emergency/Unplanned work WRD will work with the first responsive On-Call contractor. For Urgent/Planned work, WRD staff will directly contact contractors on the On-Call contractor list and cycle through the contractors. In all cases, the work will be ordered by the issuance of a WAA which will be paid on a time and materials basis in accordance with the pricing submitted in response to the June 2023 RFP.

MOTIONS:

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

Board of Finance Actions:

1. “To approve and recommend that the City Council authorize the Director of Public Works to execute Main On-Call Agreements with three (3) water resources excavation contractors (BP Wastewater Services LLC, Engineers Construction, Inc. and S D Ireland Brothers Corporation), each with a maximum limiting amount of \$200,000, for a total authorized expenditure of \$600,000, subject to review and approval by the City Attorney.”

City Council Actions:

1. “To approve and authorize the Director of Public Works to execute Main On-Call Agreements with three (3) water resources excavation contractors (BP Wastewater Services LLC, Engineers Construction, Inc. and S D Ireland Brothers Corporation), each with a maximum limiting amount of \$200,000, for a total authorized expenditure of \$600,000, subject to review and approval by the City Attorney.”

Thank you for your consideration of this request.

Board of Finance and City Council Submission Checklist

Department: DPW – Water Resources Submitter: Megan Moir

Title/Subject: On-Call Services for Water Resources Utility Repairs and Excavation Projects

	Approval:	Meeting Date:
☒	Board of Finance	8/7/2023
☒	City Council	8/14/2023
☐	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	7/31/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	8/1/2023	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	8/1/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	8/1/2023	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?	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?	N/A	Click or tap here to enter text.



MEMORANDUM

TO: Board of Finance / City Council

FROM: Megan Moir, DPW Division Director – Water Resources
Chapin Spencer, Director of Public Works

DATE: August 7, 2023 / August 14, 2023

RE: Request for approval of three contracts related to the River Siphon Break emergency response

REQUEST

The Department of Public Works (DPW) and its Water Resources Division (WRD) seeks after the fact approval and authorization ratifying execution of the following contracts related to the River Siphon Break emergency response: an agreement with BP Wastewater for an amount not to exceed \$232,200; an amendment to the Engineers Construction, Inc. Master On-Call Excavation contract for a total amount not to exceed \$775,000; and, an associated Work Assignment Agreement with Engineers Construction, Inc. for an amount not to exceed \$550,000 for the purposes of emergency response and mitigation efforts associated with the break of one of the Winooski River siphon (sewer main) crossings on July 12.

DPW Director Chapin Spencer provided rough estimates of these anticipated costs at the July 17th BOF and July 24th City Council and received prior approval from Chief Administrative Officer Schad to execute contracts as necessary for this emergency effort, with the commitment to return to the BOF and City Council for final approval as soon as possible.

Additionally, the WRD is seeking approval and authorization for rental of equipment directly from the pump rental vendor, Rain for Rent (originally procured by ECI) for an amount not to exceed \$82,980.

BACKGROUND

For a full and up to date accounting of this incident and the City's response, please see <https://www.burlingtonvt.gov/water/WinooskiBreakJuly12> .

After the early morning efforts to re-establish flows from the North Ave trunk line sewer into North Plant, staff immediately began developing plans for emergency mitigation measures to reduce and then halt the remaining flow of sewage into the Winooski

(estimated to be approximately 350,000 to 400,000 gallons/day, not including storm flows).

The first of these plans involved reducing the amount of sewage entering the river by implementing a pumping and hauling plan with 2 sewage pump trucks running continuously 24 hours a day until the temporary force main (see below) could be implemented. These trucks would remove sewage at an “above break” collection point before the sewage entered the river and then haul it to North Plant for treatment. This was intended to be in place until the second phase of emergency mitigation could be implemented. While the City does have a sewage pump truck which was used in the very beginning and periodically throughout the pumping phase, additional contracted resources were needed to allow City equipment and staff to remain focused on regular operations as well as continued emergency response.

The second phase involved the in-house design and then construction of a temporary pump station and approximately 5,000 foot long above ground force main to pump the sewage from the “above break” area to North Plant for treatment. Contractor forces were needed due to the size and scope of the project.

Pump and Haul Phase Contract

City staff contacted three vendors for pricing and availability of resources to run a continuous 2 truck pump and haul process. Pricing is shown below:

Contractor	Price per truck/day (Weekday)	Price per truck/day (Weekend)
Wind River	\$12,296	\$14,616
P & P	\$10,050	\$11,400
BP Wastewater	\$7,500	\$8,400

The lowest bidder, BP Wastewater, was selected as the contractor.

A contract was executed with BP Wastewater to cover up to a two-week period, with a not to exceed of \$232,200, with the approval of the CAO. Since we were able to construct the temporary bypass more quickly than 14 days, there is \$64,350 of contract authorization remaining. This is important to remain in place in case pumping needs to resume due to any issue with the temporary bypass.

Temporary Pump Station and Force Main Contract

The temporary bypass pumping system designed by Water Resources engineers required high capacity pumps and a significant amount of HDPE pipe (at least 5000'). The City reached out to one of its existing on-call contractors, Engineers Construction Inc., who were known to have capabilities of fusing HDPE pipe. One other contractor on our on-call list also has HDPE pipe fusing capability (SDI). Ultimately, a scope of work and contract was executed with ECI due to their having quick turnaround on the pipe materials necessary for this project and demonstrated availability to complete the final components of the basis of design and implement the project.

ECI provided an initial lump sum price of \$537,000 to complete the installation of the pumping system and the approximately 5,000 linear feet of 12" HDPE pipe. The price also includes fueling the pumps (see below) through August 25, 2023. With an additional contingency of \$13,000, the limit on the existing (2020-2023) Main Agreement for On-Call Services was increased to \$775,000 to accommodate this project and a Work Assignment Agreement (#21) with a maximum limiting amount for the project not to exceed \$550,000 was executed with the approval of the CAO.

Pump Rental Services

The pump rental vendor was procured by our bypass construction contractor ECI as part of their design/build services for the construction project. While pump rental as a sub-contract through ECI was considered, ultimately staff determined that directly contracting with the pump rental vendor will be more cost effective and operationally efficient for the City given that the pumping is anticipated to continue until such time that an "in river" emergency repair can be implemented (if feasible). Contracting directly with the rental company will also eliminate the construction contractor mark-up for sub contracted services. As such we are requesting authorization for up to a year (if necessary) of pump and fitting rental plus associated charges services for an amount not to exceed \$82,980, to cover mobilization and demobilization costs, freight, expected service needs, and an approximate 12 months of rental of the 2 pumps and fittings. This amount includes the mobilization and freight costs (\$5122) which have already been incurred and pump and fitting rental since the pump has been installed (delivered on 07/24/2023, operational as of 7/25/2023).

If an "in river" near-term repair is feasible, Water Resources will analyze the risk/benefits associated with removing the rented pumps (but keeping the pipe network) to reduce these expenditures. In the event that we do need to continue pumping, staff will evaluate whether it will be more even more cost effective to purchase pumps outright, in which case we would not need this full authorization.

FUNDING

Given the official disaster declaration DR4720, it is anticipated that at least 75% of these expenses will be covered by FEMA. FEMA funding is a reimbursement-based funding, meaning that the City must cover expenses, paying careful attention to eligibility and documentation requirements, and then file for reimbursement at a future date.

The City will be responsible for 12.5% of projects costs (the other 12.5% to be covered by the State) due to our compliance with the qualifying mitigation measures under the Emergency State Assistance Funding process. If the extent of Vermont damages exceeds certain thresholds (~ \$111 Million statewide), additional FEMA funding will be available (90% costs) and further reduce the remaining local cost share.

These expenses are being tracked in a project in the Wastewater Capital Project Fund 862 separate from the FY24 Wastewater Annual Budget in Fund 480.

The Wastewater Fund has sufficient days of cash on hand to cover these unplanned expenses before receiving the anticipated reimbursements. Regardless of the level of reimbursements, there will be a portion of these expenses that will need to be covered by our utility.

We will be returning to future City Council meetings to request approval for additional expenses – possibly for additional emergency response expenses and certainly for upcoming permanent repairs. We will continue to keep the Council and the community updated on our progress with the permanent repair and the overall financial implications for our utility and ratepayers.

MOTION

Board of Finance:

1. “To approve and recommend that the City Council retroactively authorize and ratify the Director of Public Works’ execution of a contract with BP Wastewater for sewage pumping and hauling services, for an amount up to \$232,200, subject to the review and approval of the City Attorney’s Office.”
2. “To approve and recommend that the City Council retroactively authorize and ratify the Director of Public Works’ execution of the following agreements related to the construction of the temporary bypass pumping system:
 - i. an amendment to the Main Agreement for On-Call Services with Engineers Construction Inc. for on-call repair services for an amount up to \$775,000; and,
 - ii. a Work Assignment Agreement for On-Call Services with Engineers Construction Inc. for construction of a temporary bypass pumping system, assigned pursuant to the above-referenced Main Agreement for On-Call Services for an amount up to \$550,000 inclusive of the Main Agreement limit;

Provided that both such agreements shall not exceed a total authorized amount of \$775,000 combined and shall be subject to the prior review and approval of the City Attorney’s Office.”

3. “To approve and authorize the Director of Public Works to execute an agreement or a series of agreements with Rain For Rent for pump rental services in furtherance of emergency pumping related to the temporary bypass of flows from the Winooski River wastewater pipe failure; and, to retroactively authorize and ratify all such rental costs incurred retroactive to July 24, 2023, provided that the total authorized expenditure under all such agreements shall not exceed \$82,980, inclusive of such rental costs incurred retroactive to July 24, 2023, and

that execution of the same shall be subject to the prior review and approval of the City Attorney's Office."

City Council:

1. "To retroactively authorize and ratify the Director of Public Works' execution of a contract with BP Wastewater for sewage pumping and hauling services, for an amount up to \$232,200, subject to the review and approval of the City Attorney's Office."
2. "To retroactively authorize and ratify the Director of Public Works' execution of the following agreements related to the construction of the temporary bypass pumping system:
 - i. an amendment to the Main Agreement for On-Call Services with Engineers Construction Inc. for on-call repair services for an amount up to \$775,000; and,
 - ii. a Work Assignment Agreement for On-Call Services with Engineers Construction Inc. for construction of a temporary bypass pumping system, assigned pursuant to the above-referenced Main Agreement for On-Call Services for an amount up to \$550,000 inclusive of the Main Agreement limit;

Provided that both such agreements shall not exceed a total authorized amount of \$775,000 combined and shall be subject to the prior review and approval of the City Attorney's Office."

3. "To authorize the Director of Public Works to execute an agreement or a series of agreements with Rain For Rent for pump rental services in furtherance of emergency pumping related to the temporary bypass of flows from the Winooski River wastewater pipe failure; and, to retroactively authorize and ratify all such rental costs incurred retroactive to July 24, 2023 provided that the total authorized expenditure under all such agreements shall not exceed \$82,980, inclusive of such rental costs incurred retroactive to July 24, 2023, and that execution of the same shall be subject to the prior review and approval of the City Attorney's Office."

Thank you for your consideration of this request.

Board of Finance and City Council Submission Checklist

Department: DPW – Water Resources Submitter: Megan Moir/Chapin Spencer

Title/Subject: North Plant Sewer Siphon Break – Various Emergency Response Contracts

	Approval:	Meeting Date:
☒	Board of Finance	8/7/2023
☒	City Council	8/14/2023
☐	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	8/1/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	8/1/2023	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	8/2/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	8/1/2023	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	N/A		
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?	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.



BURLINGTON INTERNATIONAL AIRPORT

Patrick Leahy Burlington International Airport
1200 Airport Drive, Suite 1
South Burlington, VT 05403

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

FROM: Patrick Leahy Burlington International Airport
Nic Longo, Director of Aviation
Larry Lackey, Director of Planning, Engineering and Sustainability

DATE: August 7, 2023

SUBJECT: Request to accept a Federal Aviation Administration Grant for the Residential Sound Insulation Project FAA Phase 3 Project and Execute Contracts for Construction and Inspection Services for this Project with Strong Tower Construction, Inc. and Jones Payne Group, Inc. respectively.

REQUEST

The Patrick Leahy Burlington International Airport ("Airport" or "BTV") seeks approval and authorization:

1. To accept and execute a Federal Aviation Administration grant for the Residential Sound Insulation Project (RSIP) FAA Phase 3 Project;
2. To execute a contract with Strong Tower Construction, Inc. ("Strong Tower") for construction improvements related to sound insulation for 52 homes; and
3. To execute a contract with The Jones Payne Group, Inc. ("JPG") for the RSIP FAA Phase 3 Project for program management, design, and bidding of the next approximate 50 home construction improvements scheduled for next year.

EXECUTIVE SUMMARY AND BENEFITS ANTICIPATED

The Residential Sound Insulation Program ("RSIP") is an approved measure of the 2020 FAA approved 14 CFR Part 150 Noise Compatibility Program. The overall Program includes approximately 2,600 residential units located within the 65-75 DNL contours of the approved 2023 Noise Exposure Map ("NEM").

1. Project Summary Related to this Request:

Sound Insulation Improvements Construction

- Sound Insulation Program Improvements (Construction) for 52 Homes as bid, from RSIPFAA Phase 2 The number 2 of the request above.

Next Sound Insulation Improvements

This new Scope of Work consists of FAA Phase 3 of the Residential Sound Insulation Program including:

- Project Management
- Community Outreach
- Evaluation of Structures for Sound Insulation
- Design Services for 50 Units
- Design and Bid Activities
- Construction Activities
- Project Evaluation and Closeout

This project scope includes program management, program development, community outreach, evaluation of structures, design services, bid and award activities, Design and Bid / Award Services for an approximate 50 homes.

Homes in this project will be located in the City of South Burlington, City of Winooski, or Town of Williston.

Properties will be selected based upon their location within or adjacent to the approved 2023 NEM 65 - 75 DNL with a goal of balancing the program homes between the most affected municipalities of South Burlington, Winooski, and Williston. Home selection is to be determined as part of this scope of work and is based on the noise level contours.

2. Benefits Anticipated:

The project will convert incompatible residential units to a compatible land use by installing an acoustical treatment package which will provide relief from aircraft noise by upgrading interior living areas. Upgrades may include replacement of windows and doors with acoustically rated products and installation or upgrade of ventilation systems. The sound insulation treatments are designed to reduce the interior noise levels to below 45 DNL and provide a minimum noise level reduction of 5dB. At this time based on bids received and available funding we are improving approximately 50 homes per year. Once completed, the entire program

is anticipated to benefit 2,500 homeowners, which equates to approximately 4,000 occupants.

PROJECT APPROACH

JPG was selected to provide the sound project management, community outreach, evaluations, and engineering design, bidding, and construction services through the Airport's selection process, which meets standards set by the FAA for this project. Consistent with the FAA AIP process for all airport projects, we complete an RFQ process every five years to pre-qualify consultants.

The price is determined through an extensive pricing process established by the FAA for all Airport Improvement Program (AIP) grant funded projects. The consultant provides a fee estimate for the respective project. The Airport also obtains an independent fee estimate by a third party consultant familiar with the same type of work. Once completed, if the prices are within a comparable amount this is documented. If the pricing is not comparable then negotiations are completed and upon final agreement, a record of negotiations is completed.

The construction portion of the project was advertised in March 2023 with bids received in April 2023. They were evaluated in accordance with the prescribed criteria. We had more participation in the bidding of these improvements with the cost of construction improvements per home going down from the previous bids. After evaluation of the bids, Strong Tower was selected as the lowest responsive bidder. The Airport now seeks to execute a contract with Strong Tower for construction improvements to 52 homes.

FUNDING:

This project will be funded by a future Federal Fiscal Year FFY23 FAA Grant at 90% with the balance being provided partially funded by the State, Vermont Gas, and Airport Passenger Fee Charge ("PFC") funding, as needed.

AIRPORT COMMISSION APPROVAL

On June 7, 2023, the Airport Commission approved and recommended the above requests to the Board of Finance and City Council.

MOTIONS:

Board of Finance:

1. "To approve and recommend that the City Council authorize the Director of Aviation to accept and execute a grant from the Federal Aviation Administration in an amount up to \$5,511,621.34 with a 15% contingency totaling up to \$6,338,364.54 as allowed under the grant for program

- management and development, community outreach, evaluation of structures, design services, bid and award activities, and construction activities for 52 homes, subject to review by the City Attorney's Office."
2. "To approve and recommend that the City Council authorize the Director of Aviation execute a contract with Strong Tower Construction, Inc. in an amount of up to \$4,780,947.00 with a 15% contingency totaling up to \$5,498,089.05, as allowed under the grant, for construction activities for 52 homes, subject to review by the City Attorney's Office."
 3. "To approve and recommend that the City Council authorize the Director of Aviation to execute a contract with The Jones Payne Group, Inc., in the amount of up to \$1,325,076.71 with a 15% contingency totaling \$1,523,838.22 as allowed under the grant, for program management and development, community outreach, evaluation of structures, design services, bid, award activities, and construction activities for approximately 50 homes, Design and Bid, subject to review by the City Attorney's Office."

City Council:

4. "To authorize the Director of Aviation to accept and execute a grant from the Federal Aviation Administration in an amount up to \$5,511,621.34 with a 15% contingency, totaling up to \$6,338,364.54 ss allowed under the grant, for program management and development, community outreach, evaluation of structures, design services, bid and award activities, and construction activities for 52 homes, subject to review and approval of the City Attorney's Office."
5. "To authorize the Director of Aviation to execute a contract with Strong Tower Construction, Inc. in an amount of up to \$4,780,947.00 with a 15% contingency totaling up to \$5,498,089.05 as allowed under the grant, for construction activities for 52 homes , subject to review by the City Attorney's Office."
6. "To authorize the Director of Aviation to execute a contract with The Jones Payne Group, Inc.in the amount of up to \$1,325,076.71 with a 15% contingency totaling \$1,523,838.22 as allowed under the grant for program management and development, community outreach, evaluation of structures, design services, bid, award activities and construction activities for approximately 50 homes, subject to review by the City Attorney's Office."

Board of Finance and City Council Submission Checklist

Department: Airport Submitter: H. Dusablon

Title/Subject: Request to accept FAA Grant for the RSIP Phase 3 Project

	Approval:	Meeting Date:
☒	Board of Finance	8/7/23
☒	City Council	8/14/23
☐	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	6/2/2023	N. Longo
Mayor's Office informed and approved memo	Yes	8/1/2023	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	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	7/21/2023	K. Clauss
CAO has reviewed budget, financing, and memo	Yes	7/31/2023	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	Click or tap here to enter text.
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.



BURLINGTON INTERNATIONAL AIRPORT

Patrick Leahy Burlington International Airport
1200 Airport Drive, Suite 1
South Burlington, VT 05403

TO: City of Burlington, Board of Finance

FROM: Patrick Leahy Burlington International Airport
Nic Longo, Director of Aviation
Larry Lackey, Director of Planning, Engineering and Sustainability

DATE: August 7, 2023

SUBJECT: Request to Accept a Federal Aviation Administration Grant and Execute a Contract for Design, Permitting and Bidding of the Snow Removal Equipment Building Project with Passero Associates

REQUEST

The Patrick Leahy Burlington International Airport ("Airport" or "BTV") seeks approval and authorization:

1. To accept and execute a Federal Aviation Administration ("FAA") grant for the design, permitting, and bidding of the Snow Removal Equipment ("SRE") Building Project.
 2. To execute a contract with Passero Associates, Engineering, Architecture & Surveying, D.P.C. ("Passero Associates") for the design, permitting, and bidding of the SRE Building Project.
-

EXECUTIVE SUMMARY AND BENEFITS ANTICIPATED

The SRE Building Alternatives Study for the Patrick Leahy Burlington International Airport was to create a concept to select the best means of funding the design and construction of the SRE building as prescribed within the FAA Airport Improvement Plan ("AIP") handbook. The existing SRE building at the Airport is located infield, near Runway 19, adjacent to Taxiway C and the vehicle service road. The current facility does not provide adequate storage for the Airport's current SRE equipment. This study examined the redefined Priority 1 area, analyzed the required equipment to service the Priority 1 area, and determined the suitable footprint for a new SRE building located adjacent to Taxiway G in the northwest area of the airport, as identified in the 2021 Airport Layout Plan ("ALP"). The study gathered

all the necessary information to assist the Airport in choosing an approach for funding the design and construction of a new SRE building and the study furnished for submission to the FAA for funding consideration. Services provided by Passero Associates included the completion of an existing equipment inventory and an SRE Building Study examining alternatives and cost estimates. This portion of the project was previously recommended by the Airport Commission and authorized by the Board of Finance. However, reimbursement for this Study is included in the Grant Application being requested for authorization now, because we needed to study facility needs and location before we could determine what to design.

Passero Associates shall provide required services to design, permit, and bid the SRE Project. The Project will be planned, designed, and constructed with BTV with grant assistance from the FAA AIP. This project is the result of the SRE Building Alternatives Study which determined the project parameters, identified a conceptual site along with a conceptual building design layout that has been chosen by BTV. Therefore, this project will provide further development of the design to finalize required documents to bid the construction services for this project. The SRE building shall be located adjacent to Taxiway G in the northwest corner of the field at the Airport to meet the applicable FAA advisory circulars for SRE buildings and airfield Design. The proposed facility will consist of a building with approximately or up to 44,500 SF of gross floor area, an estimated or up to 137,000 SF asphalt apron to support equipment and vehicle parking and movement around the building, and an access road to connect the apron to Taxiway G. The services shall include architectural, project Administration, civil, survey, electrical, mechanical, plumbing, fire protection, structural, cost estimating, permitting, and bidding.

PROJECT APPROACH

Passero Associates was selected to provide the engineering design and bidding services through the Airport's selection process, which meets standards set by the FAA for this project. Consistent with the FAA AIP process for all airport projects, we complete an RFQ process every five years to pre-qualify consultants.

The price is determined through an extensive pricing process established by the FAA for all AIP grant funded projects. The consultant provides a fee estimate for the respective project. The Airport also obtains an independent fee estimate by a third party consultant familiar with the same type of work. Once completed, if the prices are within a comparable amount this is documented. If the pricing is not comparable then negotiations are completed and upon final agreement, a record of negotiations is completed.

FUNDING SOURCES

This project will be funded by a future Federal Fiscal Year FFY23 FAA Grant at 90% with the balance being provided partially by State funding and Airport PFC funding. The Airport's City Fiscal Year 2024 budget includes the cost.

AIRPORT COMMISSION APPROVAL

The Airport Commission approved and recommended the above requests on June 7, 2023.

MOTIONS:

Board of Finance:

1. "To approve and recommend that the City Council authorize the Director of Aviation to execute a grant from the Federal Aviation Administration to accept an amount up to \$1,160,011.80, with a 15% contingency, totaling up to \$1,334,013.57, contingency as allowed under the grant, for the design, permitting, and bidding of the Snow Removal Equipment Building Project, subject to review by the City Attorney's Office."
2. "To approve and recommend that the City Council authorize the Director of Aviation to execute a contract with Passero Associates, Engineering, Architecture & Surveying, D.P.C. in the amount up to \$1,272,902.00, with a 15% contingency, totaling up to \$1,463,337.30, contingency as allowed by the grant for the design, permitting, and bidding of the Snow Removal Equipment Building Project, subject to review by the City Attorney's Office."

City Council:

1. "To authorize the Director of Aviation to execute a grant from the Federal Aviation Administration accept an amount up to 1,160,011.80, with a 15% contingency, totaling up to \$1,334,013.57, contingency as allowed under the grant, for the design, permitting, and bidding of the Snow Removal Equipment Building Project, subject to review by the City Attorney's Office."
2. "To authorize the Director of Aviation to execute contracts with Passero Associates Inc. in an amount of up to \$1,272,902.00, with a 15% contingency, totaling up to \$1,463,337.30, contingency as allowed under the grant, for design, permitting, and bidding of the Snow Removal Equipment Building Project, subject to review by the City Attorney's Office."

Department: Airport Submitter: H. Dusablon
 Title/Subject: Request to accept FAA Grant for Design, Permitting and Bidding of Snow Removal Equipment Building Project

	Approval:	Meeting Date:
☒	Board of Finance	8/7/23
☒	City Council	8/14/23
☐	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	6/2/2023	N. Longo
Mayor's Office informed and approved memo	Yes	8/1/2023	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	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	7/21/2023	K. Clauss
CAO has reviewed budget, financing, and memo	Yes	7/31/2023	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	Click or tap here to enter text.
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.



BURLINGTON INTERNATIONAL AIRPORT

Patrick Leahy Burlington International Airport
1200 Airport Drive, Suite 1
South Burlington, VT 05403

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

FROM: Patrick Leahy Burlington International Airport
Nic Longo, Director of Aviation
Larry Lackey, Director of Planning, Engineering and Sustainability

DATE: August 7, 2023

SUBJECT: Request to Execute a Federal Aviation Administration (FAA) grant and execute a Contract with Hoyle Tanner & Associates, Inc. to update the Airports Pavement Management Plan.

REQUEST

The Patrick Leahy Burlington International Airport ("Airport" or "BTV") seeks approval and authorization:

1. To accept and execute a Federal Aviation Administration (FAA) grant for the Pavement Management Plan ("PMP") Update.
2. To execute a contract with Hoyle Tanner & Associates, Inc. ("Hoyle Tanner") to update the PMP for the airfield and select airside vehicle service road pavements.

EXECUTIVE SUMMARY

Hoyle Tanner, with support from BTV and Applied Pavement Technology, Inc. ("APTech") will update the PMP for the airfield and select airside vehicle service road pavements.

BENEFITS ANTICIPATED:

As part of this proposed effort, APTech will review relevant pavement records, use this information to update the PAVER pavement management database and associated maps, lead Pavement Condition Index (“PCI”) inspections, determine Pavement Classification Ratings (“PCRs”), determine maintenance and rehabilitation (M&R) needs, develop a recommended rehabilitation plan, and document results in a project report and in APTech’s web-based IDEA application.

Hoyle Tanner will serve as prime consultant for the project, providing oversight and leading coordination with the client and team partners, provide construction history information and CAD files associated with recent pavement rehabilitation and reconstruction, provide available records for older (pre-2017) pavement layer thicknesses for sections without work history documented in the 2017 PMP report, provide a team member to assist with the PCI inspections, provide unit prices for M&R activities, and provide aircraft traffic information.

PROJECT APPROACH

Hoyle Tanner was selected to provide these services through the Airport’s selection process by meeting standards by the FAA for this project. This price was determined through an extensive pricing process established by the FAA for all airport improvement projects (“AIP”) grant funded projects. For FAA AIP projects, a qualification-based process with an independent fee estimate (“IFE”) is completed for projects. Anything over \$100,000.00 requires it to be reviewed by an independent engineer/reviewer of scope and fee. Once this is completed, a record of negotiations (“RON”) is completed.

FUNDING

This project will be funded by a future Federal Fiscal Year FFY23 FAA Grant at 90% with the balance being provided partially by State funding and Airport PFC funding. The Airport’s City Fiscal Year 2024 budget includes the funding.

AIRPORT COMMISSION APPROVAL

The Airport Commission approved and recommended the above requests on June 7, 2023.

MOTIONS:

Board of Finance:

1. “To approve and recommend that the City Council authorize the Director of Aviation to execute a grant from the Federal Aviation Administration to accept an amount up to \$226,970.10, with a 15% contingency, totaling up to \$261,015.62, as allowed under the grant, for the Pavement

Management Plan (PMP) Update, subject to review by the City Attorney's Office."

2. "To approve and recommend that the City Council authorize the Director of Aviation to execute a contract with Hoyle Tanner & Associates, Inc. in an amount up to \$241,689.00 with a 15% contingency totaling \$277,942.35, as allowed by the grant, for the update of the Pavement Management Plan, subject to review by the City Attorney's Office."

City Council:

1. "To authorize the Director of Aviation to execute a grant from the Federal Aviation Administration accept an amount up to \$226,970.10, with a 15% contingency, totaling up to \$261,015.62, as allowed under the grant, for the update of the Pavement Management Plan, subject to review by the City Attorney's Office."
2. "To authorize the Director of Aviation to execute a contract with Hoyle Tanner and Associates, Inc. in a cumulative amount of up to \$241,689.00 with a 15% contingency totaling \$277,942.35, as allowed by the grant for the update of the Pavement Management Plan (PMP), subject to review by the City Attorney's Office."

Department: Airport Submitter: H. Dusablon
 Title/Subject: Request to execute a FAA Grant and Execute a Contract with Hoyle Tanner & Associates to Update the Airport's Pavement Management Plan

	Approval:	Meeting Date:
☒	Board of Finance	8/7/23
☒	City Council	8/14/23
☐	Concurrent	

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	6/2/2023	N. Longo
Mayor's Office informed and approved memo	Yes	8/1/2023	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	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	7/21/2023	K. Clauss
CAO has reviewed budget, financing, and memo	Yes	7/31/2023	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	Click or tap here to enter text.
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.



BURLINGTON INTERNATIONAL AIRPORT

Patrick Leahy Burlington International Airport
1200 Airport Drive, Suite 1
South Burlington, VT 05403

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

FROM: Patrick Leahy Burlington International Airport
Nic Longo, Director of Aviation
Larry Lackey, Director of Planning, Engineering and Sustainability

DATE: August 7, 2023

SUBJECT: Request to Accept and Execute a Federal Aviation Administration (FAA) Grant and Contract with Hoyle Tanner & Associates, Inc. for the planning, design, permitting, and bidding an expansion of the existing Cargo Apron.

REQUEST

The Patrick Leahy Burlington International Airport ("Airport" or "BTV") seeks approval and authorization:

1. To accept and execute a Federal Aviation Administration ("FAA") grant for the planning, design, permitting, and bidding of the expansion to the existing cargo apron.
2. To execute a contract with Hoyle Tanner & Associates, Inc. ("Hoyle Tanner") for the planning, design, permitting, and bidding of the expansion to the existing cargo apron.

EXECUTIVE SUMMARY

The project includes planning, data collection, survey, geo-tech, utility evaluation, permitting, designing, and production of bid documents and advertisement for the expansion of the existing cargo apron.

This design-only project will cover the planning to bidding for:

- 1) An approximately 7,200-square-yard expansion on the west side of the

existing cargo apron to accommodate a Boeing 767 cargo aircraft.

2) Relocation of the vehicle service road from the Runway 1 end to Taxiway C.

3) Evaluate the Taxiway C Object Free Areas relative to the vehicle service road along Taxiway C for a Boeing 767 sized aircraft.

BENEFITS ANTICIPATED:

There is interest in additional air cargo space at the Airport, which will consolidate the handing of cargo in one location, improving airport safety. This project will provide the cost, as bid, to add the needed additional space at the existing cargo apron for the preparation of a later grant application for construction.

PROJECT APPROACH

Hoyle Tanner & Associates, Inc. was selected to provide these services through the Airport's selection process by meeting standards set by the FAA for this project. This price was determined through an extensive pricing process established by the FAA for all airport improvement project ("AIP") grant funded projects. For FAA AIP projects, a qualification-based process with an independent fee estimate ("IFE") is completed. Anything over \$100,000.00 requires it to be reviewed by an independent engineer/reviewer of scope and fee. Once this is completed, a record of negotiations is completed.

FUNDING

This project will be funded by a future Federal Fiscal Year FFY23 FAA Grant at 90% with the balance being provided partially by State funding and Airport PFC funding. The Airport's City Fiscal Year 2024 budget includes the funds.

AIRPORT COMMISSION APPROVAL

The Airport Commission approved and recommended the above requests on June 7, 2023.

MOTIONS:

Board of Finance:

1. "To approve and recommend that the City Council authorize the Director of Aviation to execute a grant from the Federal Aviation Administration to accept an amount up to \$275,490.00, with a 15% contingency, totaling up to \$316,813.50, as allowed under the grant, for the planning, design,

permitting, and bidding of the cargo apron expansion, subject to review by the City Attorney's Office."

2. "To approve and recommend that the City Council authorize the Director of Aviation to execute a contract with Hoyle Tanner & Associates, Inc. in an amount up to \$296,100.00, with a 15% contingency totaling \$340,515.00, as allowed under the grant, for the planning, design, permitting, and bidding of the cargo apron expansion, subject to review by the City Attorney's Office."

City Council:

1. "To authorize the Director of Aviation to execute a grant from the Federal Aviation Administration accept an amount up to \$275,490.00, with a 15% contingency, totaling up to \$316,813.50, as allowed under the grant, for the planning, design, permitting, and bidding of the cargo apron expansion, subject to review by the City Attorney's Office."
2. "To authorize the Director of Aviation to execute a contract with Hoyle Tanner and Associates, Inc. in a cumulative amount of up to \$296,100.00 with a 15% contingency totaling \$340,515.00, as allowed by the grant, for planning, design, permitting, and bidding of the cargo apron expansion, subject to review by the City Attorney's Office."

Department: Airport Submitter: H. Dusablon
 Request to accept and execute a FAA Grant and Contract with Hoyle Tanner & Associates for
 the Planning, Design, Permitting and Bidding of an expansion of the existing
 Title/Subject: Cargo Apron

	Approval:	Meeting Date:
☒	Board of Finance	8/7/23
☒	City Council	8/14/23
☐	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	6/2/2023	N. Longo
Mayor's Office informed and approved memo	Yes	8/1/2023	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	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	7/21/2023	K. Clauss
CAO has reviewed budget, financing, and memo	Yes	7/31/2023	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	Click or tap here to enter text.
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.



PATRICK LEAHY BURLINGTON INTERNATIONAL AIRPORT

Patrick Leahy Burlington International Airport
1200 Airport Drive, Suite 1
South Burlington, VT 05403

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

FROM: Patrick Leahy Burlington International Airport
Nic Longo, Director of Aviation
Larry Lackey, Director of Planning, Engineering and Sustainability

DATE: August 7, 2023

SUBJECT: Request to Execute a Contract with Stantec Consulting Services Inc.
for the Design, Permitting, and Bidding of Runway 15-33
Rehabilitation Project.

REQUEST

The Patrick Leahy Burlington International Airport ("Airport" or "BTV") seeks approval and authorization:

1. To execute a contract with Stantec Consulting Services Inc. for the design, permitting, and bidding of the existing Runway 15-33 Rehabilitation Project.

EXECUTIVE SUMMARY

The project consists of planning for the approximately three inches (3") of existing bituminous asphalt pavement on the surface of the runway and associated taxiways; preparing milled surface and performing crack repair; and placing a single, nominal three-inch (3"+/-) thick lift of new bituminous asphalt pavement on top of the milled surface to closely match the new grades. In addition to the Runway 15-33 pavement, portions of taxiway areas (Taxiways A "West" and H) that are adjacent to Runway 15-33 will also be rehabilitated as part of the scope of this project. Enhancements to cross slopes of the proposed work will be incorporated to enhance drainage and smoothness of the final paved surface wherever practical. New runway/taxiway pavement markings will be applied. After the

applicable curing period for the new asphalt pavement, the runway surface will be grooved. Once the grooving operations have been performed, new surface sensors will be installed within the surface of the runway pavement. The associated cables will be installed in saw kerfs over to the edge of the runway pavement, where the cable will be connected into the existing Type V surface sensor cables back to the Remote Processing Units (“RPU’s”). The new sensors will be inspected, approved, and commissioned by the sensor manufacturer.

Within the existing paved runway and taxiway shoulders, a similar process will be performed, except only one and one-half inch (1 ½”) of existing bituminous asphalt pavement will be milled from the surface prior to placing a new one and one-half inch layer of bituminous asphalt pavement. Applicable pavement markings will be applied, and all existing elevated and in-pavement runway/taxiway edge lights will be reset to coincide with the new grades. Given the operational sensitivity of closing Runway 15-33 to normal airport operations, all the proposed construction activities for this project are proposed to occur during non-operational hours from approximately 11:30 p.m. to 5:30 a.m., Sunday through Thursday.

BENEFITS ANTICIPATED:

This project will provide BTV with necessary design and bidding for the safety rehabilitations on Runway 15-33 and portions of Taxiway areas in order to maintain safe airport operations. The alternate bidding of the project will allow the Airport to prepare a fiscal year 2024 grant application for the full construction activity.

PROJECT APPROACH

Stantec Consulting Services Inc. was selected to provide these services through the Airport’s selection process by meeting standards set by the FAA for this project. This price was determined through an extensive pricing process established by the FAA for all airport improvement projects (“AIP”) grant funded projects. For FAA AIP projects, a qualification-based process with an independent fee estimate (“IFE”) is completed. Anything over \$100,000.00 requires it to be reviewed by an independent engineer/reviewer of scope and fee. Once this is completed, a record of negotiations is completed.

FUNDING & BUDGET

This project will be funded by a future Federal Fiscal Year FFY24 FAA Grant at 90% with the balance being provided partially by State funding and Airport PFC funding. The FAA requires the design to be completed prior to grant application and will be reimbursed to the Airport. The Airport’s City Fiscal Year 2024 budget includes the funding.

AIRPORT COMMISSION APPROVAL

The Airport Commission approved and recommended the above requests on July 5, 2023.

MOTIONS:

Board of Finance:

1. "To approve and recommend that the City Council authorize the Director of Aviation to execute a contract with Stantec Consulting Services Inc. in an amount up to \$688,486.00, with a 15% contingency totaling \$791,758.90, as allowed under the grant, for the planning, design, permitting, and bidding of the pavement management and rehabilitation of Runway 15-33, subject to review by the City Attorney's Office."

City Council:

1. "To authorize the Director of Aviation to execute a contract with Stantec Consulting Services Inc. in an amount up to \$688,486.00, with a 15% contingency totaling \$791,758.90, as allowed under the grant for the planning, design, permitting, and bidding of the pavement management and rehabilitation of Runway 15-33, subject to review by the City Attorney's Office."

Department: Airport Submitter: H. Dusablon
 Request to execute a contract with Stantec Consulting Services Inc. for the Design, Permitting
 Title/Subject: and Bidding of Runway 15-33

	Approval:	Meeting Date:
☒	Board of Finance	8/7/23
☒	City Council	8/14/23
☐	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	6/30/2023	N. Longo
Mayor's Office informed and approved memo	Yes	8/1/2023	J. Redell
Board/Commission, if required	Yes	7/5/2023	
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	7/21/2023	K. Clauss
CAO has reviewed budget, financing, and memo	Yes	7/31/2023	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	Click or tap here to enter text.
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
DEPARTMENT OF PUBLIC WORKS**

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Chapin Spencer
DIRECTOR OF PUBLIC WORKS

MEMORANDUM

TO: Board of Finance/City Council

FROM: Madeline Suender, Associate Public Works Engineer
Laura Wheelock, PE, Senior Public Works Engineer

DATE: August 7, 2023 (BOF) / August 14, 2023 (CC)

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

RE: Final Change Order - CY22 Sidewalk Reconstruction Program

Request

Due to efforts to maximize sidewalk production, the Department of Public Works (DPW) seeks after-the-fact approval and authorization from the Board of Finance and City Council to amend a contract with S.D. Ireland Brothers Corporation (SDI) for the Calendar Year 2022 Sidewalk Reconstruction Program for an additional \$10,031.34 bringing the revised contract amount to \$1,110,031.34.

Background

In 2016, the City of Burlington proposed the Sustainable Infrastructure Plan (SIP) – overwhelmingly approved by voters – which sought to rebuild core assets, including neighborhood infrastructure. The original SIP bond funding for sidewalk work concluded with FY21 but was enhanced by voters to continue this level of funding through FY25.

To facilitate the Administration's request to try to maintain current average annual sidewalk replacement for CY22, DPW received BOF/CC approval in April 2022 to move forward with a contract with SDI. With increased costs, up ~%10 from the previous year, this was not on track to meet the 3 mile annual goal. To enhance the contract and get closer to our mileage goal while addressing safety concerns, DPW added funding half way through the contracted work to add an additional two sections of sidewalk, Janet Circle and South Prospect Street, through a change order. Once the contract began coming to a close this summer and all original and added work was finishing up, staff added an additional section in order to use up the allotted 10% of approved contingency (\$90,000). The section of sidewalk identified for these funds was ~180' on St Mary Street from Oak Street to Luck Street (Figure 1).

St Mary Street was identified as a high priority in the City's Sidewalk Inventory due to its condition combined with its activity (pedestrian generator proximity) and equity score. Due to the timing of the CY22 contract nearing its close (June 20, 2023) and the work finishing up on the last approved street, staff was not able to bring this added street request to BOF/CC prior to work being done.

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As staff, it is our goal to complete as much work as humanly possible while still remaining within the limits our contract authorizations.

As we were approaching the financial limits of our authorizations while installing two sidewalk ramps, we had identified two catch basins underneath these ramps that needed repair to properly complete the work. In completing the final invoices, this final scope of work pushed us over our council authorizations by \$10,031.34 over our current contract authorization of \$1,100,000.00.

Figure 1: St Mary Street Sidewalk Condition



We want to take this moment to acknowledge the importance of staying within maximum contract authorization limits; however, it is challenging to complete as much work as possible using the fully authorization when we cannot predict fully all costs to close up a scope of work that is underground in an unknown condition.

In total, SDI is completed 7,147 linear feet (~ 1.3 miles) which is 1,367 linear feet more than the original ~5780 linear feet (~1.1 miles) of sidewalk replacement throughout our sidewalk network. Table 1 lists the sidewalk segments reconstructed as part of this contract.

Table 1 - CY22 Contracted Sidewalk List

Street Name	Limits of Work	Total LF of Sidewalk
Spruce St	Willard - Union: North Side, South Side Partial	1425
North Ave	Simms – Northgate	1441
Ledgemere/Margaret	All, North Side partial	1116
Marshall Dr	Gosse - Heineberg, both sides	1300
Prospect Hill	All	690
Janet Circle	All	867
South Prospect St	357 S Prospect Street: west side	128
St Mary Street	Oak Street – Ledge: east side	180

Funding for Project

The funding to cover the overage on this contract is proposed to come from Street Capital and will be expended under our annual sidewalk contract (see Attachment 1).

This proposed budget amendment (see attached) will be used to amend a contract with SDI to the final amount of \$1,110,031.34.

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This results from the funding for this contract coming from the following sources:

- \$900,000 FY23 Capital Bond
- \$210,031.34 FY23 Street Capital

Thank you for your consideration of these requests. If you have any questions, please feel free to contact Madeline Suender (msuender@burlingtonvt.gov, 802-735-5324), or Laura Wheelock (Lwheelock@burlingtonvt.gov, 802-338-2125).

Motions

Actions for Board of Finance:

1. To approve and recommend that the City Council authorize the Chief Administrative Officer, or her designee, to affect all necessary budget amendments and transfers of funds, as described in the attached project budget, to a total of \$1,110,031.34 for the projected construction costs to complete the CY22 Sidewalk Reconstruction Program.
2. To approve and recommend that the City Council retroactively authorize the Director of Public Works to execute a balancing change order for the construction contract for the CY22 Sidewalk Reconstruction Project with SD Ireland Brothers Corporation for a final amount of \$1,110,031.34, subject to the final review and approval by the Office of the City Attorney.

Actions for City Council:

1. To authorize the Chief Administrative Officer, or her designee, to affect all necessary budget amendments and transfers of funds, as described in the attached project budget, to a total of \$1,110,031.34 for the projected construction costs to complete the CY22 Sidewalk Reconstruction Program.
2. To retroactively authorize the Director of Public Works to execute the a balancing change order for the construction contract for the CY22 Sidewalk Reconstruction Project with SD Ireland Brothers Corporation for a final amount of \$1,110,031.34, subject to the final review and approval by the Office of the City Attorney.

Attachments

1. Proposed Budget Amendment

Department: DPW **Requested by:** Madeline Suender/Laura Wheelock **Date:** DRAFT

To reallocate sidewalk funding from New World project **842 Sidewalk Reconstruction, ROW Sidewalk** to **842 Sidewalk Reconstruction, Annual Sidewalk Contract, CY22**

 Mayor Date (25K - 50K)

[illegible]

Board of Finance and City Council Submission ChecklistDepartment: Public Works Submitter: Madeline Suender/Laura WheelockTitle/Subject: Final Change Order - CY22 Sidewalk Reconstruction Program

	Approval:	Meeting Date:
☒	Board of Finance	8/7/2023
☒	City Council	8/14/2023
☐	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	8/1/2023	Chapin Spencer/ Norm Baldwin
Mayor's Office informed and approved memo	Yes	8/1/2023	Jordan Redell
Board/Commission, if required	Yes	8/7/2023	Board of Finance
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	8/1/23	Approved by Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	8/1/2023	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?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	Yes	Project Budget Amendment
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Yes	Board of Finance



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Chapin Spencer
DIRECTOR OF PUBLIC WORKS

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

Date: August 7, 2023
August 14, 2023

To: Board of Finance
City Council

From: Chapin Spencer, Director of Public Works
Jeffrey A. Padgett, Division Director for Parking and Traffic

Subject: FY24 Parking Garage Security Contract

REQUEST

The Department of Public Works (DPW) seeks Board of Finance approval and recommendation to the City Council to award the FY24 contract for security services in the Marketplace and Downtown Garages to Green Mountain Concert Services with a maximum limiting amount of \$280,000 (including a small contingency). This action also requires approval of an FY24 budget amendment for Fund 265 – Parking Facilities for general ledger line item 19-205-451-6500_103 (Marketplace Garage) from 90,000 to \$140,000 and line item 19-205-455-6500_103 (Downtown Garage) from \$90,000 to \$140,000, for a total budgeted expenditure of \$280,000; to be utilized from currently budgeted net revenues.

BACKGROUND:

The Bids:

In May of 2023, bids were solicited for security services in the Parking Garages. Two bids were received with total estimated cost:

Green Mountain Concert Services (GMCS)	\$273,520
Securitas	\$270,419

The bids were reviewed closely on both an hourly cost basis and total estimated cost basis. This review revealed these bids to be substantively equal and reasonable for the expected scope of work. However, upon review of contract terms proposed by Securitas to enter into a contract, it was determined by DPW leadership and the City Attorney that their bid was not responsive to the terms required by the bid and was thus disqualified.

The GMCS bid was deemed responsive and cost competitive. Thus, staff is requesting award of the contract to GMCS. GMCS has provided security for the garages for many years and has a strong working relationship with garage management. Staff is confident that GMCS will continue to provide quality service.

The Budget:

At the time of FY24 Budget development, the proposed budget was held at the FY23 level due to the many evolving conditions related to security, specifically: 1) the expected increase in hourly rates 2) ongoing negotiations with bidders to determine eligibility and how that may impact operations, 3) the resulting, ongoing reassessment of security staffing needs and 4) the overall health of the Parking Facilities budget (Fund 265). Therefore, to facilitate the budget process, and in an attempt to maintain a “steady state,” the FY24 budget was held at \$180,000. However, after settling the security contract bidding process and assessing the ongoing need for comprehensive security presence in the garages, it was clear that the ongoing security needs demand the same level of coverage as provided in FY23, despite the increase in rates that result in an overall increase in contract cost. This request is to increase budgeted security services \$100,000 to a total of \$280,000 to cover the increased costs necessary to maintain the current level of security coverage.

To cover the additional costs the budget needs to be amended. Because the amendment exceeds the \$50,000 threshold authority of the Mayor and the increase represents an overall increase in budgeted expenses, Board of Finance and City Council approval are required. However, due to the net revenue adopted in the FY24 budget, the increased expenses in this budget amendment still result in a positive budgeted bottom line. The approved FY24 budget for Parking Facilities (Fund 265) had a net revenue of \$121,800, therefore, the additional \$100,000 of expenses results in an adjusted budgeted net revenue of \$21,800.

Given the Parking Facility Fund is still recovering from COVID-related impacts and security needs can change, we will continue to closely monitor our financial performance and security needs in FY’24 and will adjust service levels as needed.

The Security Context:

Security guards are a very important component of our overall and expanding approach to security. In discussions with Downtown stakeholders, they have expressed the expectation for aggressive investment in security services. We responded by adding one full-shift and one half-shift; providing a total of 2.5 shifts that resulted in continuous security cover from noon to 8AM. In previous years the typical security service was a single 8 hour overnight-shift. This requested contract approval and budget amendment represents a 250% increase in both cost and service coverage over the typical/historical service.

Additionally, the Parking Facilities staff have been actively moving forward on a number of physical, management and coordination efforts to improve safety and the overall parking experience in the garages. Some of these include:

- 1) Increased presence of City staff in and around garage public spaces
 - a. Garage Maintenance Staff, daily (with yellow strobe lights)
 - b. Parking Service Agents, daily (with yellow strobe lights)

- c. BPRW Urban Rangers, as available (with yellow strobe lights)
 - d. Police Patrols, as available
- 2) Video Monitoring/Recording
 - a. Repair/replacement/ongoing maintenance of security cameras
 - b. Publicly displayed security camera monitors at entrance/exits
 - c. Recordings are stored by BPD
- 3) Lighting
 - a. Increased brightness
 - b. Upgraded lighting fixtures (incandescent to LED)
 - c. Repaired lighting
- 4) Landscaping
 - a. Removed obstructing and hazardous landscaping at the BHS Building
 - b. Increased trimming at lots
 - c. Flower planting at garages and lots
- 5) Community Coordination
 - a. Regular security meetings with the Hotels and stakeholders
 - b. Burlington High School
 - c. Church Street Marketplace
 - d. Burlington Business Association
 - e. Participation in the weekly Safety and Security Meeting hosted by CSM
- 6) General Upkeep
 - a. Improved fencing and general physical security
 - b. Aggressive Graffiti Control
 - c. Aggressive Cleaning
 - d. Increased Painting
 - e. Aggressive Guano Control
 - f. Cross-departmental coordination of deck sweeping

We are grateful for the support received from BPRW and the Police to reinforce the safety efforts in the garage. We're also very pleased to host the Burlington High School students and staff. We have a strong working relationship with the High School and believe their presence helps to support a safe environment in the Downtown Garage.

MOTIONS

Board of Finance:

To approve and recommend that City Council authorize:

- 1) the Director of Public Works to execute a contract for FY24 with Green Mountain Concert Services for security services at the Marketplace Garage and Downtown Garage for a total authorized contract value not to exceed \$280,000, subject to review and approval by the City Attorney's Office and approval by the Chief Administrative Office for compliance with the City's procurement and expenditure policies; and,
- 2) an FY24 budget amendment for Fund 265 – Parking Facilities for general ledger line item 19-205-451-6500_103 (Marketplace Garage) from 90,000 to \$140,000 and line item 19-205-455-6500_103 (Downtown Garage) from \$90,000 to \$140,000, for a total budgeted expenditure of \$280,000; to be drawn against currently budgeted net revenues.

City Council:

To approve and authorize:

- 1) the Director of Public Works to execute a contract for FY24 with Green Mountain Concert Services for security services at the Marketplace Garage and Downtown Garage for a total authorized contract value not to exceed \$280,000, subject to review and approval by the City Attorney's Office and approval by the Chief Administrative Office for compliance with the City's procurement and expenditure policies; and,
- 2) an FY24 budget amendment for Fund 265 – Parking Facilities for general ledger line item 19-205-451-6500_103 (Marketplace Garage) from 90,000 to \$140,000 and line item 19-205-455-6500_103 (Downtown Garage) from \$90,000 to \$140,000, for a total budgeted expenditure of \$280,000; to be drawn against currently budgeted net revenues.

Board of Finance and City Council Submission Checklist

Department: Public Works Submitter: Jeff Padgett

Title/Subject: Garage Security Contract and Budget Adjustment - FY24

	Approval:	Meeting Date:
☒	Board of Finance	8/7/2023
☒	City Council	8/14/2023
☐	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	7/31/23	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	8/2/23	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	8/2/23	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	8/2/23	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



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Chapin Spencer
DIRECTOR OF PUBLIC WORKS

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

Date: 8/7/2023
8/14/2023

To: Board of Finance
City Council

From: Jeffrey A. Padgett
Division Director for Parking and Traffic

C.C.: Chapin Spencer, Director of Public Works
Matt Fitzpatrick, Parking Facilities Manager

Subject: Marketplace Garage Repair
Cost Update

REQUEST

The Department of Public Works (DPW) seeks Board of Finance approval and recommendation to the City Council to increase the approved contract amount with Structural Preservation Systems, LC for critical repairs at the Marketplace Garage from a maximum limiting amount of \$545,955 (including \$50,000 contingency) to a total authorized maximum limiting amount of \$569,519.

BACKGROUND

The Marketplace Parking Garage was constructed in 1975, opened in 1976, and is now nearing 50 years of age. Parking garage structures such as the Marketplace Garage that are exposed to the elements require significant on-going capital repair work to keep them safely operating and achieving their expected life span.

As part of a renewed effort to better steward our municipal garages in 2014, the City hired Hoyle Tanner and Associates (HTA) to conduct an engineering analysis of each municipal garage. The report's 2015 findings were presented as short, medium, and longer-term recommendations. These recommendations guided the \$3M+ rehabilitation of the College Street Garage and the \$1M short-term capital repairs at the Marketplace Garage

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(mechanical room overhaul, storm pipe repairs, elevator cab replacements, and deck patching). These repairs were made between 2015 and 2018.

The work constructed under this contract with Structural Preservations Systems, LLC represents the next phase of work needed to extend the useful life of the Marketplace Garage. In the fall of 2021, HTA was reengaged for additional design work for construction of medium-term capital repairs identified in the 2014 report.

REPAIR WORK & TIMELINE

Construction began in the summer of 2022 and was expected to conclude prior to the winter season. The work was expected to include specifically identified locations of:

- Beam Repair
- Beam Rehabilitation
- Deck Patching
- Spall Removal and Sealing
- Brick Façade Removal and Replacement (west face, northern ramps)

During construction the garage remained open and impacted no more than 80 spaces at any given time (out of the 345 space capacity, <25%). The actual impact was much less on a day-to-day basis.

The construction timeline, however, was extended due to unexpected, additional work for both deck and beam repairs that became evident after construction began and drove additional construction, engineering and inspection costs specifically connected to these unforeseen circumstances. The additional construction work-scope, plus ongoing scheduling/timeline challenges then caused the construction schedule to stretch into the winter months, further impacting work and increasing ancillary costs (specifically construction inspection costs). Faced with the option of “winter work” versus impacts to the up-coming Church Street summer shopping season, the choice was made to push through the winter and complete the work in the early spring.

FUNDING

DPW has coordinated with the Clerk Treasurers office to secure a new 5-year, \$750,000 Bond issued to Parking Facilities (Fund 265) to cover these repairs at the Marketplace Garage plus a separately contracted stair replacement project at the Downtown Garage - North. Payments on this debt instrument by Parking Facilities (Fund 265) will begin, and have been budgeted for, in FY24. The total cost of both of these projects combined are covered by this Bond plus a small amount covered by Parking Facilities operational revenues as follows:

Project Costs:	
Downtown Garage Stairs:	\$182,900
Marketplace Garage Repairs:	<u>\$569,519</u>
Total:	\$752,419
Funding:	
Covered by Bond:	\$750,000
Covered By Operational Revenue:	<u>\$ 2,419</u>
Total:	\$752,419

The following summarizes the budget and requested amendment related to the Marketplace Garage repairs:

Marketplace Garage Repairs		
Construction Cost Summary		
Construction Budget:		
City Council Approved Construction		\$495,955
Contingency		\$50,000
Total Construction Budget:		\$545,955
Construction Costs:		
Structural Preservations Systems Proposed Cost		-\$495,955
Change Orders (expanded scope due to unexpected and additional work)		-\$39,146
Hoyle Tanner Engineering Costs		
<i>Additional engineering costs relate to Change Orders due to field conditions and contractor schedule and timeline, to be charged to the construction budget.</i>		
A) Brick and Spandrel Repair (Engineering Contract Amendment #2)		-\$25,690 approved by CAO
B) Inspection for Protracted Contractor Timeline (Engineering Contract Amendment #3)		-\$8,728 approved by CAO
Total Construction Cost:		-\$569,519
Total Additional Construction Related Funds Needed:		-\$23,564 Pending CC approval
Cost increase over approved budget: 15%		
Reasonable considering		
1) Additional Scope		
2) Unknown conditions		
3) Weather Factors		
4) Includes engineering costs		

FUTURE CONSIDERATIONS

With construction completed 46 years ago, the Marketplace Garage is getting old. These repairs are expected to extend the life of the Garage and allow time for critical decisions to be made in the next few years relative to major reinvestments to the existing facility or construction of a new facility. Funds have been included in the FY24 Parking Facilities Budget (265) to begin the public process needed to frame the future vision for this facility.

MOTIONS

Board of Finance:

To approve and recommend that City Council retroactively authorize the increase of the maximum limiting amount of the contract with Structural Preservation Systems, LLC from \$545,955 by \$23,564, resulting in a total authorized expenditure of \$569,519 for repairs completed to the Marketplace Garage and further authorize the Director of the Department of Public Works to execute an amendment to

such contract to reflect the increased maximum limiting amount, subject to review by the City Attorney's Office.

City Council:

To approve and retroactively authorize the increase of the maximum limiting amount of the contract with Structural Preservation Systems, LLC from \$545,955 by \$23,564, resulting in a total authorized expenditure of \$569,519 for repairs completed to the Marketplace Garage and further authorize the Director of the Department of Public Works to execute an amendment to such contract to reflect the increased maximum limiting amount, subject to review by the City Attorney's Office

Board of Finance and City Council Submission Checklist

Department: Public Works Submitter: Jeff Padgett

Title/Subject: Marketplace Garage Repair Contract Update

	Approval:	Meeting Date:
☒	Board of Finance	8/7/2023
☒	City Council	8/14/2023
☐	Concurrent	

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Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	7/31/23	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	8/2/23	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	8/2/23	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	8/2/23	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



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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Chapin Spencer
DIRECTOR OF PUBLIC WORKS

MEMORANDUM

Date: August 7, 2023 / August 14, 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 Recycling Truck Purchase Cost Increase

REQUEST:

The Department of Public Works (DPW) requests Board of Finance approval to increase the purchase price for the FY24 Recycling truck from \$265,000, to \$309,145.00.

SUMMARY:

On June 12, 2023, the Fleet Committee came to the Board of Finance, seeking approval and recommendation that the City Council approve the proposed FY24 Fleet Purchasing List, and authorize the purchase of the vehicles listed therein for a total authorized expenditure in the amount of \$517,000.00. The list was subsequently approved by both Board of Finance and City Council. The list included a replacement recycling truck as our current vehicle is at end of life and unreliable.

Upon receiving quotes from vendors, there has been a significant increase in the cost of vehicles than what the Department of Public Works Fleet Manager had accounted for when creating the FY24 replacement list, specifically the recycling truck. Originally budgeted at a replacement cost of \$265,000.00, (a 3% increase over FY23 quote), the responsive vendor quote we received is \$299,145.00, an increase of \$34,145.00. The Department of Public Works would also like to request an additional \$10,000.00 for possible surcharges. This would be a total increase of \$44,145.00. For reference, the recycling truck that was ordered in FY22, and we just recently received, had \$5,000.00 in unexpected surcharges due to the increase in the costs of materials to build the truck. The amount of time (1-2 years) it takes to complete the build and the price of materials increasing over this time, vendors are passing on these cost increases to the purchaser.

The Fleet Manager received two (2) quotes total, in response to the RFP that was posted on June 5, 2023. **See Attachment A.** Vendors had four weeks to respond with a complete bid. **See Attachment B.** Quotes were received from Allegiance Trucks, and R.R Charlebois Inc. R.R. Charlebois' bid was incomplete as it did not include the cab conversion that was specified in the RFP. This conversion allows for our drivers to operate the truck from the right side to collect the curbside recycling. They do not have a cab conversion as of yet that fits their new chassis design.

Vendor	Quote
Allegiance Trucks (Complete Bid)	\$299,145.00
RR Charlebois Inc. (Incomplete Bid)	\$278,950.00

The recycling truck lease payments are included in the annual Recycling Program budget – which is funded through the Solid Waste Generation Tax. The FY'24 budget conservatively included an increase in lease payments for this replacement truck, but given the long lead time for commercial vehicles we do not expect to receive the vehicle until FY'25. We project needing an additional \$6,700 for the FY'25 Master Lease over what was budgeted in FY'24 for lease payments.

SUGGESTED MOTION:

Board of Finance

To approve and recommend the City Council authorize the Department of Public Works to spend an additional \$44,145.00, for a total of \$309,145.00, for the FY24 Recycling truck purchase; and to further authorize the Director of the Department of Public Works to execute a purchase agreement and other associated documents necessary to effect such purchase with Allegiance Trucks for a total purchase price not to exceed \$309,145.00 subject to the review of the City Attorney's Office.

City Council

To approve and authorize the Department of Public Works to spend an additional \$44,145.00, for a total of \$309,145.00, for the FY24 Recycling truck purchase; and, to further authorize the Director of the Department of Public Works to execute a purchase agreement, and other associated documents necessary to effect such purchase, with Allegiance Trucks for a total purchase price not to exceed \$309,145.00, subject to the review of the City Attorney's Office.



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

645 Pine St. Suite A
Burlington, VT 05401
802.864.0166 VOX
802.863-0466 FAX
802.863.0450 TTY

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

Dave Hammond
FLEET MANAGER

The City of Burlington, Department of Public Works respectfully requests a quote for a new Heavy-Duty Truck that will pick up curbside recycling. This quote is to include the body and hydraulic system as well as the cab and chassis. The Labrie Expert is the body of choice. CEJJ in Schodack Landing, NY (518) 732-7733 is the area dealer, John Pfiefer is the contact. Try to meet the following specifications as close as possible. Explain any exceptions to the specifications and identify any proposed alternatives. Please include delivery time. Quotes can be emailed to Dhammond@burlingtonvt.gov or mailed to Attention: Dave Hammond, Burlington Public Works 645 Pine Street, Burlington. VT 05401. All quotes must be received by 6/30/2023. All Quotes must be valid for a minimum of 180 days. The City of Burlington, VT has the right to accept or refuse any and all quotes and award to the vendor that best suits the needs of the City. Any question please contact Dave Hammond at 802-865-7243 or DHammond@burlingtonvt.gov

- Engine, Cummins L9 Diesel, 350 hp.(1150 LB-FT) torque minimum, must meet current Emission standards
- Jacob engine brake with selector switch.
- Transmission, Allison 3000 RDS series, push button controls, with PTO provisions for For refuse operations. Auto neutral, synthetic fluid.
- Bumper, front steel
- Axle, front, set back, Wide Track, I-Beam Type, 18,000-lb Capacity.
- Suspension, front, SPRING Parabolic, Taper Leaf; 18,000-lb Capacity; Shock absorbers.
- Wheels, front, disc; 9X22.5" painted steel, 10 stud hub piloted, flange nut, heavy duty.
- Tires, front, 315/80R22.5, load range L
- Brake system, air dual system for straight truck application.
- Brakes, front, air s-cam, outboard hubs and drums; with S-Cam; 16.5" x 6.0"; Includes 24 sq. In. MGM Long Stroke Brake chambers, and automatic slack adjusters.
- Brakes, rear, AIR CAM 16.5" x 7.0" cast iron shoes; Includes MGM TR3030 Long Stroke Brake Chamber and Heavy Duty Spring Actuated Parking Brake automatic slack adjusters.
- Air brake ABS as required by DOT.
- Air dryer must be extended purge, dual canister heated with air purge tank. Spin on desiccant filters (Haldex).

- Air compressor, dual piston design min 16.5cfm if International and 18.7 cfm if Freightliner.
- Steering column tilting and telescoping
- Power steering gear.
- Throttle, hand control electronic
- Radiator, largest available.
- Radiator and Heater hoses, all molded silicone.
- Fan drive, viscous
- Transmission oil cooler
- Fuel tank, aluminum See included spec sheet for size.
- Axle, rear, single, single reduction, 26,000lb capacity; driver controlled locking differential and filled with SYNTHETIC LUBRICANT.
- Suspension, rear, spring type vari-rate, 31,000lb 3 torque rod.
- Wheels, rear dual disk, 22.5" painted steel, 10-stud hub piloted, flanged nut. Heavy duty.
- Tires, rear, 12R22.5 load range H, 16 ply, with a spare tire and rim.
- Electrical system, 12 volt
- Body Builder wiring, auxiliary switches
- Remote power module with 6 inputs and 6 outputs
- Cigar or power accessory outlet.
- Horn; air (2) Grover (preferred) with snow shields, and electric on steering wheel.
- Alternator, 12 volt, 145 amp
- Battery system, 3 maintenance free 12 volt 1950CCA total.
- Radio, am/fm stereo WITH Bluetooth
- Radio, 2-way, Motorola 5 channel programmed to city channels. Location to be Determined by DPW staff.
- Windshield wipers, intermittent for electric wipers.
- Indicator, low oil pressure/ high coolant temperature, light and audible; electronic controlled.
- Gauges, fuel, air, oil pressure, transmission temp, hour meter, speedometer, and tachometer.
- Headlights, halogen.
- Circuit breakers, replace fuses.
- Backup alarm.
- Front end, fiberglass tilting hood
- Paint, premium class, WHITE in color.
- Glass, all windows tinted.
- Mirrors, power (2) styled, stainless steel, 16" x 7" heated with integral convex mirrors, and convex mirrors on both sides of hood.
- Cab, conventional with stainless steel grab handles.
- Cab rear suspension, air bag type
- Cab interior, heavy duty vinyl flooring,
- Air conditioning, heat and defrost functions.
- 3 spare keys
- Seat drivers, cloth, and highest quality seat available with arm rest. (no air seat)

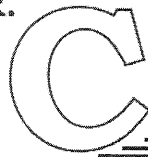
- Warranties, extended 5-6 year warranties on engine, transmission and emissions.
- Manuals: Complete set of manuals in electronic (preferred) and hard copy form.
- Vermont Municipal registration, title, lien and all document fees and valid inspection.
- *** Please see included Labrie chassis requirement sheet for reference***

LABRIE SIDE LOADER BODY

- Labrie Expert
- 24 cubic yard body capacity
- Right Hand Drive Conversion. MUST have right hand side flipper valve on service side of Air brake system to apply all four wheels., (Bendix TW-2)
- Cart tipper on both sides (semi-automated)
- Rear Camera
- Drivers side Camera to monitor the driver's side of vehicle.
- Dual work lights, LED
- All lighting on the body to be L.E.D.
- Amber Strobe mounted on the cab roof, and 4, 6" round L.E.D. flashing lights mounted on the rear door of the body.
- Single compartment.
- Remote grease manifold for body

ATTACHMENT B: QUOTES

R.R.



HARLEBOIS INC.

June 30, 2023

City of Burlington
Department of Public Works
645 Pine St. Suite A
Burlington, VT 05401

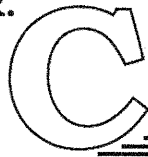
We are proud to offer you our new 2025 Freightliner M2 106+ with Labrie equipment from CEJJ. Price is \$278,950.00. This price does not include the Right-Hand Conversion. Pricing to follow. Noted on the exception page with an explanation.

Estimated delivery date would be 4th Quarter 2024.

Thank you for the opportunity to bid this unit.

Sandy Ladd
Sales Department
R.R. Charlebois Inc.
950 Route 7 South
Milton, VT 05468
802-734-7211 cell
sandy@rrcharleboisinc.com

R.R.



CHARLEBOIS INC.

June 30, 2023

City of Burlington
Department of Public Works
645 Pine St. Suite A
Burlington, VT 05401

Bid Exceptions: Recycle Truck

Battery System-

Two batteries rated at 2000CCA in lieu of Three batteries rated at 1950CCA

Labrie Side Loader Body:

Right Hand Conversion - Pricing is **not available** at this time for the Freightliner M2 106+ right hand conversion. It is currently at Engineering and they are expected to be finished soon. This is a new interior dash and they need to engineer the right-hand drive components for this update.

As soon as pricing is released the City of Burlington will be contacted with that additional cost.

Prepared for:
DAVE HAMMOND
BURLINGTON CITY OF
PO BOX 849
BURLINGTON, VT 05402-0849
Phone: 802-863-9094

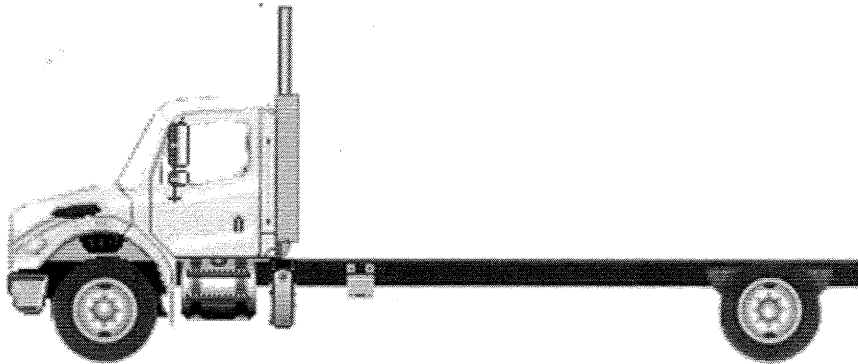
Prepared by:
Sandy Ladd
R.R. CHARLEBOIS, INC.
950 ROUTE 7 SOUTH
MILTON, VT 05468
Phone: 802-655-5040

A proposal for
BURLINGTON CITY OF

Prepared by
R.R. CHARLEBOIS, INC.
Sandy Ladd

Jun 28, 2023

Freightliner M2 106 Plus



Components shown may not reflect all spec'd options and are not to scale

Application Version 11.8.106
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Q U O T A T I O N

M2 106 PLUS CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK
CUM L9 360 HP @ 2200 RPM, 2200 GOV RPM, 1150 LB-
FT @ 1200 RPM, REFUSE
ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH
PTO PROVISION
RS-26-185 26,000# T-SERIES SINGLE REAR AXLE
REYCO 102CC 31,000# REAR SUSPENSION
DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP
SINGLE FRONT AXLE
18,000# TAPERLEAF FRONT SUSPENSION

106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL
CAB
6975MM (275 INCH) WHEELBASE
7/16X3-9/16X11-1/8 INCH STEEL FRAME
(11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
1150MM (45 INCH) REAR FRAME OVERHANG
1/4 INCH (6.35MM) C-CHANNEL INNER FRAME
REINFORCEMENT

		PER UNIT	TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$ 123,982	\$ 123,982
EXTENDED WARRANTY		\$ 1,498	\$ 1,498
DEALER INSTALLED OPTIONS		\$ 153,793	\$ 153,793
CUSTOMER PRICE BEFORE TAX		\$ 279,273	\$ 279,273
TAXES AND FEES			
FEDERAL EXCISE TAX (FET)		\$ (323)	\$ (323)
TAXES AND FEES		\$ 0	\$ 0
OTHER CHARGES		\$ 0	\$ 0
TRADE-IN			
TRADE-IN ALLOWANCE		\$ (0)	\$ (0)
BALANCE DUE	(LOCAL CURRENCY)	\$ 278,950	\$ 278,950

COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.

Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.

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S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-27M	M2 PRL-27M (EFF:MY24 ORDERS)		
Data Version			
DRL-046	SPECPRO21 DATA RELEASE VER 046		
Vehicle Configuration			
001-172	M2 106 PLUS CONVENTIONAL CHASSIS	5,709	3,450
004-224	2024 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-004	STRAIGHT TRUCK PROVISION, NON-TOWING		
003-012	LH PRIMARY STEERING LOCATION AND PREP FOR CUSTOMER SUPPLIED RH SIT-DOWN SECONDARY STEERING LOCATION WITH DUAL INSTRUMENT CLUSTER		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-001	REFUSE SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-003	DRY BULK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 18000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 26000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 44000.0 lbs		
Truck Service			

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Data Code	Description	Weight Front	Weight Rear
AA3-061	REFUSE, SIDE LOAD OR REAR PACKER BODY - UNLOADS IN A LANDFILL		
A88-99D	EXPECTED TRUCK BODY LENGTH : 25.0 ft		
AF3-120	LABRIE AND ENVIROQUIP GROUP/LEACH/WITTKE/PENPAC		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		

Engine

101-3E2	CUM L9 360 HP @ 2200 RPM, 2200 GOV RPM, 1150 LB-FT @ 1200 RPM, REFUSE	640	30
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Electronic Parameters

79A-069	69 MPH ROAD SPEED LIMIT
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED
79P-007	PTO RPM WITH CRUISE SET SWITCH - 1100 RPM
79Q-007	PTO RPM WITH CRUISE RESUME SWITCH - 1100 RPM
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND
79W-024	CRUISE CONTROL BUTTON PTO CONTROL
80G-002	PTO MINIMUM RPM - 700
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH
80S-004	PTO 1, DASH SWITCH, ENGAGE WHILE DRIVING

Engine Equipment

99C-021	2010 EPA/CARB/GHG21 CONFIGURATION	
99D-011	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)	
13E-001	STANDARD OIL PAN	
105-001	ENGINE MOUNTED OIL CHECK AND FILL	
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER	
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE	
292-235	(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES	10
290-017	BATTERY BOX FRAME MOUNTED	

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	Data Code	Description	Weight Front	Weight Rear
	281-001	STANDARD BATTERY JUMPERS		
	282-003	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB		
	291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
	289-001	NON-POLISHED BATTERY BOX COVER		
	293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	2	
	107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
	108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
	131-013	AIR COMPRESSOR DISCHARGE LINE		
	152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
	128-1AN	C-BRAKE BY JACOBS WITH HIGH MED LOW BRAKE WITH BRAKE LAMPS	80	
N	016-1C8	LH OUTBOARD FRAME MOUNTED VERTICAL AFTERTREATMENT SYSTEM ASSEMBLY WITH TOPSTACK	90	60
	28F-015	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER AND DASH MOUNTED INHIBIT SWITCH		
	239-038	11 FOOT 06 INCH (138 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
	237-1D7	LH CURVED TOPSTACK		
	23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
	30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
	43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
	23Y-002	DIESEL EXHAUST FLUID PUMP MOUNTED AFT OF DIESEL EXHAUST FLUID TANK		
	43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
	242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD		
	273-060	HIGH SPEED AIR POWERED ON/OFF ENGINE FAN CLUTCH		
	276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		
	110-003	CUMMINS SPIN ON FUEL FILTER		
	118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		

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Data Code	Description	Weight Front	Weight Rear
266-013	1100 SQUARE INCH ALUMINUM RADIATOR	70	
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
140-022	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		

Transmission

342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
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Transmission Equipment

343-312	ALLISON VOCATIONAL PACKAGE 142 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84E-017	S5 PERFORMANCE LIMITING PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84F-016	S5 PERFORMANCE LIMITING SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84G-014	2200 RPM PRIMARY MODE SHIFT SPEED
84H-014	2200 RPM SECONDARY MODE SHIFT SPEED
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

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Data Code	Description	Weight Front	Weight Rear
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
353-074	QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH BLUNTCUTS		
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
362-823	CUSTOMER INSTALLED CHELSEA 280 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-013	TRANSMISSION OIL CHECK AND FILL WITH CROSSOVER TO CLEAR LH PTO AND DIRECT MOUNT PUMP		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-1BA	DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	210
402-013	MERITOR 16.5X6 Q+ CAST SPIDER HEAVY DUTY CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	
403-002	NON-ASBESTOS FRONT BRAKE LINING	
419-001	CAST IRON OUTBOARD FRONT BRAKE DRUMS	
427-001	FRONT BRAKE DUST SHIELDS	5
409-006	FRONT OIL SEALS	
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL	
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES	
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS	
536-012	TRW TAS-85 POWER STEERING	40

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Prepared by:
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	Data Code	Description	Weight Front	Weight Rear
	539-003	POWER STEERING PUMP		
	534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
N	533-001	OIL/AIR POWER STEERING COOLER	5	
	40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		
Front Suspension				
	620-013	18,000# TAPERLEAF FRONT SUSPENSION	200	
	619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
	410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment				
N	420-022	RS-26-185 26,000# T-SERIES SINGLE REAR AXLE		255
	421-563	5.63 REAR AXLE RATIO		
	424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
	386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	40	40
	452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20
	878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE		
	87B-015	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH, ENGAGE <5 MPH, DISENGAGE >25 MPH		
	423-039	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR HEAVY DUTY BRAKE AND SHOES		40
	433-002	NON-ASBESTOS REAR BRAKE LINING		
	434-012	BRAKE CAMS AND CHAMBERS ON REAR SIDE OF DRIVE AXLE(S)		
	451-025	GUNITE HEAVY WEIGHT CAST IRON REAR BRAKE DRUMS		30
	425-002	REAR BRAKE DUST SHIELDS		5
	440-006	REAR OIL SEALS		
	426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
	428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
	41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Suspension				



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	Data Code	Description	Weight Front	Weight Rear
N	622-1FK	REYCO 102CC 31,000# REAR SUSPENSION		140
	621-001	SPRING SUSPENSION - NO AXLE SPACERS		
*	431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
	623-005	FORE/AFT CONTROL RODS		
Brake System				
	018-002	AIR BRAKE PACKAGE		
	490-100	WABCO 4S/4M ABS		
	871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
	904-001	FIBER BRAID PARKING BRAKE HOSE		
	412-001	STANDARD BRAKE SYSTEM VALVES		
	46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
	413-002	STD U.S. FRONT BRAKE VALVE		
	432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
	480-086	BW AD-9SI BRAKE LINE AIR DRYER WITH HEATER		
	479-012	AIR DRYER MOUNTED UNDER HOOD		
	460-058	STEEL AIR TANKS MOUNTED AFT INSIDE AND/OR BELOW FRAME JUST FORWARD OF REAR SUSPENSION		
	477-004	PULL CABLES ON ALL AIR RESERVOIR(S)		
Wheelbase & Frame				
	545-698	6975MM (275 INCH) WHEELBASE		
	546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	610	360
	547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	230	460
	552-157	1150MM (45 INCH) REAR FRAME OVERHANG		
	55W-004	FRAME OVERHANG RANGE: 41 INCH TO 50 INCH	30	-160
	AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 209.06 in		
	AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 186.61 in		
	AE4-99D	CALC'D FRAME LENGTH - OVERALL : 349.3 in		
	FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 155.01 in		
	FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 281.39 in		



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Data Code	Description	Weight Front	Weight Rear
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-003	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12	
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
556-1AP	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
44Z-002	EXTERIOR HARNESSSES WRAPPED IN ABRASION TAPE		
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
Fuel Tanks			
204-151	60 GALLON/227 LITER ALUMINUM FUEL TANK - LH	20	5
218-001	23 INCH DIAMETER FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-002	POLISHED STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-1H3	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR	-5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-2CC	MICHELIN XZU-S2 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	



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Data Code	Description	Weight Front	Weight Rear
094-0GR	MICHELIN XDN2 12R22.5 16 PLY RADIAL REAR TIRES		140
* 510-0GR	MICHELIN XDN2 12R22.5 16 PLY RADIALSPARE TIRE		163
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-433	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66	
505-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		52
511-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC SPARE WHEEL		83
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
498-011	NYLON WHEEL GUARDS FRONT AND REAR ALL INTERFACES		
Cab Exterior			
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTING		
705-012	CAB ROOF REINFORCEMENTS FOR ROOF MOUNTED COMPONENTS	2	
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
678-001	LH AND RH GRAB HANDLES		
646-045	MOLD-IN COLOR GRILLE		
65X-011	MOLD-IN COLOR HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
690-002	TUNNEL/FIREWALL LINER		
727-066	DUAL 26 INCH RECTANGULAR POLISHED ALUMINUM AIR HORNS ROOF MOUNTED	8	
726-002	DUAL ELECTRIC HORNS		
728-002	DUAL HORN SHIELDS		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
327-012	SWITCH, INDICATOR LIGHT AND WIRING FOR (2) CUSTOMER FURNISHED BEACONS		
312-043	INTEGRAL HEADLIGHT/MARKER ASSEMBLY		

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Data Code	Description	Weight Front	Weight Rear
302-047	LED AERODYNAMIC MARKER LIGHTS		
311-001	DAYTIME RUNNING LIGHTS		
294-046	OMIT STOP/TAIL/BACKUP LIGHTS AND PROVIDE WIRING WITH SEPARATE STOP/TURN WIRES TO 4 FEET BEYOND END OF FRAME		-5
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
729-001	STANDARD SIDE/REAR REFLECTORS		
677-016	DUAL LEVEL CAB ENTRY STEPS ON BOTH SIDES		
275-061	PARK BRAKE REMINDER WARNING SYSTEM		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-003	MANUAL DOOR WINDOW REGULATORS		
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		

Cab Interior

055-019	RUGGED TRIM PACKAGE	
707-107	GRAY & CARBON VINYL INTERIOR "RUGGED"	
70K-020	CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED)	
706-013	MOLDED PLASTIC DOOR PANEL	
708-013	MOLDED PLASTIC DOOR PANEL	
772-006	BLACK MATS WITH SINGLE INSULATION	
785-026	(1)DASH MOUNTED 12V POWER OUTLET (1)DASH MOUNTED DUAL 2.1 AMP USB-C CHARGER	
691-001	FORWARD ROOF MOUNTED CONSOLE	
696-012	CENTER STORAGE CONSOLE MOUNTED ON BACKWALL	20
693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS	
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY	

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Data Code	Description	Weight Front	Weight Rear
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-029	M2/SD DASH		
720-003	5 LB. FIRE EXTINGUISHER	10	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-034	PREMIUM INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-1B2	PREMIUM LED CAB LIGHTING		
657-1A0	ALL UNIT(S) KEYED ALIKE WITH CUSTOMER SPECIFIED KEY NUMBER FT1013		
78G-003	KEY QUANTITY OF 3		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
722-028	TRIANGULAR REFLECTORS KIT WITHOUT FLARES SHIPPED LOOSE IN CAB	10	
756-336	BASIC ISRI HIGH BACK NON SUSPENSION DRIVERS SEAT W/FORE & AFT ADJUSTMENT		
760-998	NO FRONT PASSENGER SEAT	-30	
759-007	DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS	4	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-014	BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER		
763-101	BLACK SEAT BELTS		
532-001	FIXED STEERING COLUMN		
540-070	4-SPOKE 18 INCH (450MM) LEATHER WRAPPED STEERING WHEEL WITH CHROME SWITCH BEZELS		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		
67E-006	INTERFACE CONNECTORS AND WIRING FOR CUSTOMER PROVIDED LED STEP LIGHTING		

Instruments & Controls

81B-004	PANEL LAMP DIMMER SWITCH IN SWITCH PANEL
---------	--

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	Data Code	Description	Weight Front	Weight Rear
	106-002	ELECTRONIC ACCELERATOR CONTROL		
	732-998	NO INSTRUMENT PANEL-DRIVER		
	734-022	FULLY CONFIGURABLE CENTER INSTRUMENT PANELS		
	87L-005	ENGINE REMOTE INTERFACE WITHOUT INTERLOCKS		
	870-002	BRIGHT ARGENT FINISH GAUGE BEZELS		
	486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
	840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		
	198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
	721-001	97 DB BACKUP ALARM		3
	149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
	156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
	811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		
	160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
	844-001	2 INCH ELECTRIC FUEL GAUGE		
	148-073	ENGINE REMOTE INTERFACE FOR REMOTE THROTTLE		
	48H-012	POWERTRAIN INTERFACE CONNECTOR LOCATED BETWEEN SEATS WITHOUT CAPS		
	48C-002	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) BETWEEN SEATS WITH BLUNTCUTS		
	163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR		
N	33U-012	TMC RP170 INTERFACE CONNECTOR		
	856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
	864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
	867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
	830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		

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	Data Code	Description	Weight Front	Weight Rear
	372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE		
	852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
	679-023	CENTER OVERHEAD INSTRUMENT PANEL BLANK		
	35M-011	QUICKFIT PROGRAMMABLE INTERFACE MODULE + (4) 20 AMP FUSED RELAYS	10	
	746-135	AM/FM/WB WORLD TUNER RADIO WITH SIRIUSXM, BLUETOOTH, IPOD INTERFACE, USB AND AUXILIARY INPUTS, J1939	10	
	747-001	DASH MOUNTED RADIO		
	750-002	(2) RADIO SPEAKERS IN CAB		
	753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
	748-006	POWER AND GROUND WIRING PROVISION OVERHEAD		
N	749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION		
	78C-003	INTEROPERABLE SDAR ANTENNA		
	74D-006	STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS		
	810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
	817-001	STANDARD VEHICLE SPEED SENSOR		
	812-001	ELECTRONIC 3000 RPM TACHOMETER		
	813-1C8	DETROIT CONNECT PLATFORM HARDWARE		
	8D1-303	3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT		
	6TS-006	TMC RP1226 ACCESSORY CONNECTOR LOCATED CENTER OF OVERHEAD CONSOLE		
	162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
N	329-127	TWO EXTRA HARDWIRED SWITCHES IN DASH, ROUTE TO UNDER CAB, BLUNTCUT		
	4C1-025	HARDWIRE SWITCH #1, ON/OFF LATCHING, 20 AMPS IGNITION POWER		
	4C2-027	HARDWIRE SWITCH #2, ON/OFF LATCHING, 20 AMPS BATTERY POWER		
	81Y-005	PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS ONLY		
	264-030	(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN		
	842-006	DIGITAL TURBO AIR PRESSURE IN DRIVER DISPLAY		

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Data Code	Description	Weight Front	Weight Rear
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-025	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY PROGRAMMED TO SLOWEST SPEED WITH PARK BRAKE SET		
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
882-018	ONE VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR		
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY		

Design

065-000 PAINT: ONE SOLID COLOR

Color

980-5F6 CAB COLOR A: L0006EY WHITE ELITE EY
986-020 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
962-972 POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
966-972 POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
96F-972 POWDER WHITE (N0006EA) SPARE WHEEL/RIM (PKWHT21, TKWHT21, W, TW)
964-6Z7 BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX
963-003 STANDARD E COAT/UNDERCOATING

Certification / Compliance

996-001 U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS

Secondary Factory Options

998-032 CORPORATE PDI CENTER OPTION INSTALLATION/MODIFICATION ONLY
99B-001 SHIP TO FONTAINE (MOUNT HOLLY, NC) PRIOR TO DELIVERY
999-081 DEALER/CUSTOMER ADVISED AND ACCEPTS CURRENT DESIGN REQUIRES HEADLIGHTS TO REMAIN ON WITH SNOWPLOW LIGHTS

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Data Code	Description	Weight Front	Weight Rear
Sales Programs			
PMY-2G9	BUSINESS QUOTE SALES PROGRAM		

TOTAL VEHICLE SUMMARY

Weight Summary			
	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	8433 lbs	5231 lbs	13664 lbs
Dealer Installed Options	0 lbs	0 lbs	0 lbs
Total Weight ⁺	8433 lbs	5231 lbs	13664 lbs

Extended Warranty	
WAI-7H3	CUMMINS ENGINE CARB COMPLIANT: L9 HD1 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM EXTENDED WARRANTY. FEX APPLIES
WAK-121	ALLISON 3000 RDS TRANSMISSION FOR REFUSE EXTENDED WARRANTY, 5 YEARS/UNLIMITED MILEAGE FEX

Dealer Installed Options			
		Weight Front	Weight Rear
111	MANUALS	0	0
222	DMV & FEES	0	0
333	BCC 2 WAY RADIO	0	0
444	CEJJ QUOTE 62723-LCC DATED 062723 LESS CAB CONVERSION	0	0
Total Dealer Installed Options		0 lbs	0 lbs

(+) Weights shown are estimates only.
 If weight is critical, contact Customer Application Engineering.

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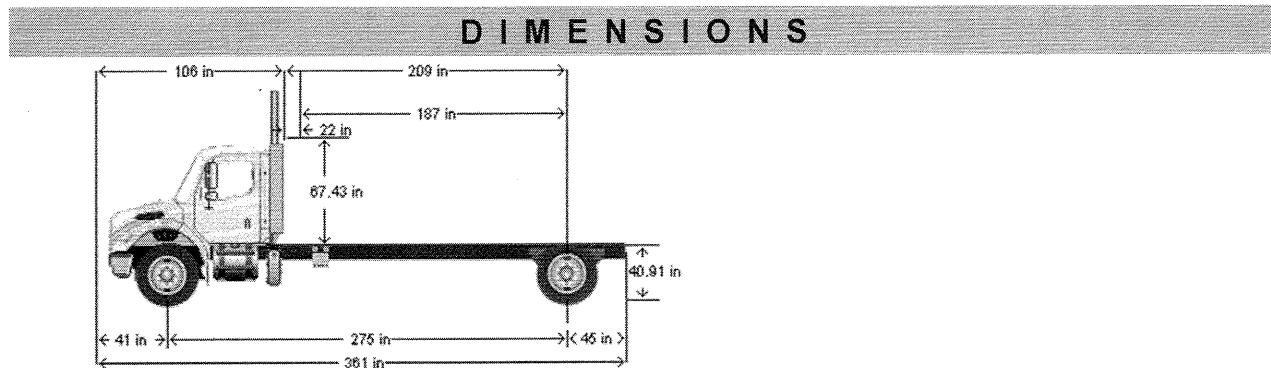
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(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



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VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model.....	M2106
Wheelbase (545)	6975MM (275 INCH) WHEELBASE
Rear Frame Overhang (552)	1150MM (45 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577).....	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	0.0
Cab Size (829)	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016)	LH OUTBOARD FRAME MOUNTED VERTICAL AFTERTREATMENT SYSTEM ASSEMBLY WITH TOPSTACK

TABLE SUMMARY - DIMENSIONS

Prepared for:
 DAVE HAMMOND
 BURLINGTON CITY OF
 PO BOX 849
 BURLINGTON, VT 05402-0849
 Phone: 802-863-9094

Prepared by:
 Sandy Ladd
 R.R. CHARLEBOIS, INC.
 950 ROUTE 7 SOUTH
 MILTON, VT 05468
 Phone: 802-655-5040

Dimensions	Inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Front Axle to Back of Cab (AC)	65.6
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	209.1
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	186.6
Back of Cab Protrusions (Exhaust/Intake) (CP)	24.4
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	22.4
Back of Cab to End of Frame	254.4
Cab Height (CH)	67.4
Wheelbase (WB)	274.6
Frame Overhang (OH)	45.3
Overall Frame Length	349.3
Overall Length (OAL)	360.7
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	40.9

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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GVWR

VEHICLE SPECIFICATIONS SUMMARY - GVWR

Model.....	M2106
Cab Size (829).....	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs).....	18000.0
Expected Pusher Axle(s) Load (lbs).....	0.0
Expected Rear Axle(s) Load (lbs).....	26000.0
Expected Tag Axle(s) Load (lbs).....	0.0
Expected GVW (lbs).....	44000
Expected GCW (lbs).....	0.0
Front Axle (400).....	DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE
Front Suspension (620).....	18,000# TAPERLEAF FRONT SUSPENSION
Front Hubs (418).....	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
Front Disc Wheels (502).....	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS
Front Tires (093).....	MICHELIN XZU-S2 315/80R22.5 20 PLY RADIAL FRONT TIRES
Front Brakes (402).....	MERITOR 16.5X6 Q+ CAST SPIDER HEAVY DUTY CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Steering Gear (536).....	TRW TAS-85 POWER STEERING
Rear Axle (420).....	RS-26-185 26,000# T-SERIES SINGLE REAR AXLE
Rear Suspension (622).....	REYCO 102CC 31,000# REAR SUSPENSION
Rear Hubs (450).....	CONMET PRESET PLUS PREMIUM IRON REAR HUBS
Rear Disc Wheels (505).....	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS
Rear Tires (094).....	MICHELIN XDN2 12R22.5 16 PLY RADIAL REAR TIRES
Rear Brakes (423).....	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR HEAVY DUTY BRAKE AND SHOES
Pusher / Tag Axle (443).....	NO PUSHER OR TAG AXLE
Pusher / Tag Suspension (626).....	NO PUSHER OR TAG SUSPENSION
Pusher / Tag Hubs (449).....	NO PUSHER OR TAG HUBS
Dead/Pusher/Tag Disc Wheels (509).....	NO PUSHER/TAG DISC WHEELS
Pusher / Tag Tires (095).....	NO PUSHER/TAG TIRES
Pusher / Tag Brakes (456).....	NO PUSHER/TAG BRAKES

TABLE SUMMARY - GVWR

Prepared for:
 DAVE HAMMOND
 BURLINGTON CITY OF
 PO BOX 849
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 Phone: 802-863-9094

Prepared by:
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 R.R. CHARLEBOIS, INC.
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 MILTON, VT 05468
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	Front	Rear
Axle Component Weight Ratings		
Axles	18000	26000
Suspension	18000	31000
Hubs	23000	26000
Brakes	20000	26000
Wheels	20000	32000
Tires	20000	27120
Power Steering	18000	N/A
GAWR (per axle)	18000	26000
GAWR (per axle system)	18000	26000
Expected Load (per axle system)	18000	26000
GVWR due to Frame	90000	
GVWR due to Transmission	62000	
Vehicle GVWR Summary		
Calculated GVWR	44000	
Expected GVWR	44000	
All weights displayed in pounds		

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

PRICE QUOTATION**62723-LCC**

PLEASE INDICATE THIS NUMBER WHEN ORDERING

CEJJ, Inc.
939 Route 9
Schodack Landing, NY 12156
Phone (518) 732-7733
e: jon@cejj.com

Mr. Sandy Ladd
 R.R. Charlebois, Inc.
 950 Route 7 South
 Milton, VT 05468
 e: sandy@rrcharleboisinc.com

DATE: June 27, 2023
YOUR INQUIRY DATE: June 9, 2023
PROPOSED SHIPPING DATE: To Be Determined
TERMS: Net Upon Receipt F.O.B.: Milton
SALESPERSON: Jon Pfeffer

HERE IS OUR QUOTATION ON THE GOODS NAMED, SUBJECT TO THE CONDITIONS NOTED:
 CONDITIONS: THE PRICES AND ITEMS ON THIS QUOTATION ARE NOT SUBJECT TO VERBAL CHANGES OR OTHER AGREEMENTS UNLESS APPROVED BY THE HOME OFFICE OF THE SELLER. ALL QUOTATIONS AND AGREEMENTS ARE CONTINGENT UPON ACCIDENTS, FIRES, AVAILABILITY OF MATERIALS, AND ALL OTHER CAUSES BEYOND OUR CONTROL. PRICES ARE BASED UPON COSTS AND CONDITIONS EXISTING ON DATE OF QUOTATION AND ARE SUBJECT TO CHANGE BY THE SELLER BEFORE FINAL ACCEPTANCE. TYPOGRAPHICAL AND STENOGRAPHIC ERRORS ARE SUBJECT TO CORRECTION. CONDITIONS NOT SPECIFICALLY STATED HEREIN SHALL BE GOVERNED BY ESTABLISHED TRADE CUSTOMS.

QTY	DESCRIPTION	PRICE	AMOUNT
1	New Labrie Expert t 2000 24 Cubic Yard (20 Yard Body Shell + 4 Yard Tailgate Capacity) Single Compartment Side Loading Refuse Packer Body, Complete With All Standard Features Including Hydraulic Reservoir Positioned In Standard Location For Conventional Chassis (Below Rear Slope Of Dropframe), All LED Body Lighting, Mid Body LED Turn Signals, Packer Controls In Cab, MultiCycle Packer Control (Set For 3 Strokes), Deflector Shield To Protect Wiring At Tailgate Hinge, All Fuses Replaced By Auto Reset Circuit Breakers – Except Main Power. Also To Include The Following Options To Meet Specifications Provided By The City of Burlington & Retain Features On Bodies Currently Used By The City: • Dropframe Conversion On Your New Freightliner M2 106 Plus 4x2 Cab & Chassis Meeting All Labrie Requirements • Chelsea 870 Hot Shift PTO With Remote Hydraulic Pump In Lieu Of Standard Front-Mounted Hydraulic Pump • Labrie Cart Dumper For American Bar-Style Carts On Both Curb & Street Sides • 3rd Eye Color Flat Screen Rear Vision Camera System With Protection Cage – Camera Positioned At Half Tailgate Location To Allow Operator Easier Access For Cleaning Camera Lens • Triple LED Work Lights – (1) In Hopper, (1) On Curb Side, (1) On Street Side • Ground Level Grease Points For Tailgate & Hopper Door Hinges • Hydraulic Pressure Gauge On Main Valve • Broom & Shovel With Brackets • 6" Amber Whelen Model #L41 Strobe Light Installed On Cab • (2) 4" Round LED Amber Rear Alternating Flashing Lights At Top of Tailgate • Petcock-Style Remote Air Drains, Frame-Mounted For Easy Driver Access • Body Control Valve Electric-Over-Hydraulic In Lieu Of Standard Air-Over-Hydraulic • Rear Tow Hooks • Painted White To Match Cab In DuPont Imron Elite • All Items Fully Installed On Your New 2024/5 Freightliner M2 106 Plus SBA 4x2 Cab & Chassis Cab & Chassis, Meeting All Labrie Requirements • Including Delivery To Your Location & Training Of The City of Burlington's Operating Personnel Total Amount Of Body Bid* • Pricing Is Not Yet Available For Requested Labrie Right Hand Stand-Up Drive Cab Conversion – Includes Work Brake/ Flipper Valve For Activation of Brakes On All Four Wheels, Adjustable 3-Position Aluminum Grip-Strut Floor Riser, Fender-Mounted Crossview Mirrors To Allow Visibility Of Side & Front Of Truck From Both Driving Positions, Windshield Defroster Fans, LED Work Light On Curb Side Mirror Auto-Activated By Work Brake. Also To Include Dashboard Package On RH Side @ No Additional Cost: Engine Temp Gauge, Engine Oil Pressure Gauge, Transmission Temperature Gauge. Pricing Will Be Provided Immediately Upon My Notification From Labrie That Engineering & Production Have Completed Their Work On Modifying New Model Cab *Please Note: RR Charlebois, Inc. Is Responsible For Collecting & Remitting Any Applicable Sales And/Or Use Tax(es).		\$ 151,911.00*

QUOTE VALID FOR 30 DAYS

BY: Jon Pfeffer

ACCEPTANCE OF QUOTATION
 ABOVE SPECIFICATION, TERMS AND CONDITIONS ARE SATISFACTORY, AND (I)/ (WE) AUTHORIZE PURCHASE OF SAID ITEMS.

ACCEPTED BY: _____

ALLEGIANCE

TRUCKS®

June 30, 2023

Dear City of Burlington Department of Public Works,

We are pleased to submit a bid for a 2024 HV607 Recycle Truck:

Full Package:

Cab and Chassis with New Labrie Expert t 2000 24 Cubic Yard (20 Yard Body Shell + 4 Yard Tailgate Capacity) Single Compartment Side Loading Refuse Packer Body.

Price.....\$299,145.00

****Currently, we have open build slots in Quarter 1 and 2 of 2024 calendar year****

We feel this meets your approval and we hope to partner with you!

Sincerely,
Dan St. Cyr

AT Lake Champlain LLC / DBA Allegiance Trucks
(o) 802-858-4010 / (c) 802-316-1634
dstcyr@allegiancetrucks.com

Exceptions:

Steering column: Stationary steering column - is only option for this setup

No right side arm rest available for this setup



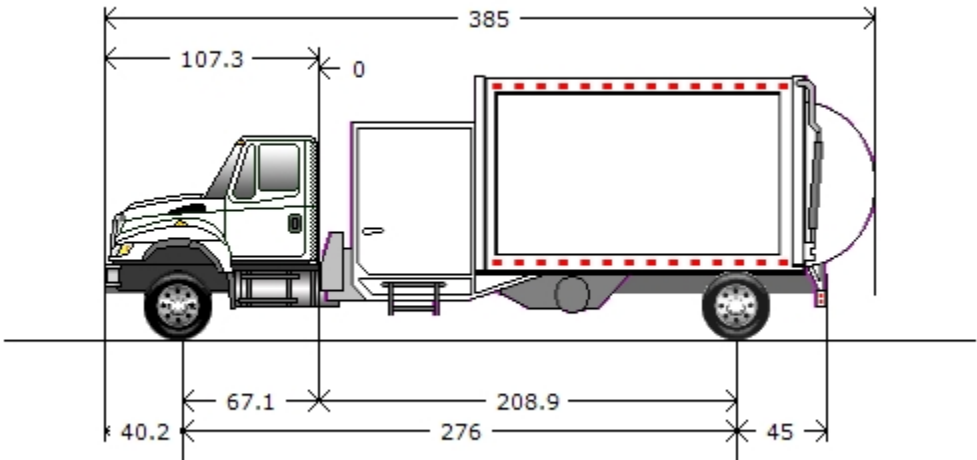
HV607 SBA

Sales Proposal For:
BURLINGTON PUBLIC WORKS

Presented By:
ALLEGIANCE TRUCKS

Prepared For:
BURLINGTON PUBLIC WORKS
Dave Hammond
645 Pine St. Ste. A
Burlington, VT 05401-4920
(802)864 - 0166
Reference ID: N/A

Presented By:
ALLEGIANCE TRUCKS
Dan St. Cyr
6 ORR RD.
JERICO VT 05465 -
802-899-3753



Model Profile
2025 HV607 SBA (HV607)

AXLE CONFIG:	4X2
APPLICATION:	Side-Loader, automatic
MISSION:	Requested GVWR: 44000. Calc. GVWR: 44000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 27.23% / 3.50% @ 55 MPH Calc. Geared Speed: 65.6 MPH
DIMENSION:	Wheelbase: 276.00, CA: 208.90, Axle to Frame: 45.00
ENGINE, DIESEL:	{Cummins L9 360} EPA 2024, 360HP @ 2200 RPM, 1150 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 359 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 6th Generation Controls, Close Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 62,000-lb GVW, Refuse/Mixer Omit Item (Clutch & Control)
CLUTCH:	{Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
AXLE, FRONT NON-DRIVING:	{Dana Spicer S26-190D} Single Reduction, 26,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends Gear Ratio: 5.57
AXLE, REAR, SINGLE:	
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 315/80R22.5 Load Range L X MULTI Z (MICHELIN), 487 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(5) 12R22.5 Load Range H G622 RSD (GOODYEAR), 482 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Total Vehicle Price:		\$125,338.00
Total Body/Allied Equipment:		\$173,807.00
Total Sale Price:		\$299,145.00

Approved by Seller:

Sales Executive / June 30, 2023

Official Title and Date



Authorized Signature

Accepted by Purchaser:

City of Burlington, Vt

Firm or Business Name

Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

Description

Base Chassis, Model HV607 SBA with 276.00 Wheelbase, 208.90 CA, and 45.00 Axle to Frame.

F/R Wt	Tot Wt
(lbs)	(lbs)
6136/3644	9780

AXLE CONFIGURATION

AXLE CONFIGURATION {Navistar} 4x2

-71/-64 -135

ENGINE

ENGINE, DIESEL {Cummins L9 360} EPA 2024, 360HP @ 2200 RPM, 1150 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 359 Peak HP (Max)

577/-13 564

EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2024

0/0 0

CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty

0/0 0

CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations

0/0 0

EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood

0/0 0

RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler

0/0 0

FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed

0/0 0

AIR CLEANER Single Element

0/0 0

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

0/0 0

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines

0/0 0

RADIATOR HOSES Silicone; Molded

0/0 0

THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

0/0 0

TRANSMISSION

TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 62,000-lb GVW, Refuse/Mixer

242/41 283

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS), Front Loaders, Rear Loaders, Recycling/Packer Trucks, Package Number 142

0/0 0

AUTOMATIC NEUTRAL Allison 3000 & 4000 Series Transmission Shifts to Neutral When Parking Brake is Engaged

0/0 0

NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released

0/0 0

OIL COOLER, TRANSMISSION {Modine} Water to Oil Type

25/0 25

PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission

0/0 0

SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming

0/0 0

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

0/0 0

TRANSMISSION SHIFT CONTROL {Allison} Push-Button, for Allison 3000 & 4000 Series Transmission

0/0 0

CLUTCH

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
CLUTCH Omit Item (Clutch & Control)	0/0	0
REAR AXLES, SUSPENSIONS		
AXLE, REAR, SINGLE {Dana Spicer S26-190D} Single Reduction, 26,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends . Gear Ratio: 5.57	0/338	338
SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs	0/177	177
AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 30 thru 39.99 Pints	0/0	0
FRONT AXLES		
AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity	186/0	186
FRONT SUSPENSIONS		
SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 18,000-lb Capacity, with Shock Absorbers	44/0	44
CABS, COWLS, BODIES		
CAB Conventional, Day Cab	0/0	0
ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab, Steps Mounted Independently to Frame on Passenger Side	6/4	10
AIR CONDITIONER with Integral Heater and Defroster	0/0	0
CAB INTERIOR TRIM Classic, for Day Cab	0/0	0
CAB REAR SUSPENSION Air Bag Type	0/0	0
CONTROLS, CENTER PANEL Includes Ignition Switch, Headlights and Power Mirror Controls Located in Center Panel	0/0	0
GAUGE CLUSTER Base Level; English with English Electronic Speedometer	0/0	0
GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission	1/0	1
GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar	3/0	3
HEATER HOSES Silicone	0/0	0
HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type	0/0	0
INSTRUMENT PANEL Flat Panel	0/0	0
IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
MIRRORS (2) C-Loop, Power Adjust, Heated, LED Clearance Lights, Bright Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width	0/0	0
MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Bright, Heated, 7.5" Sq.	9/0	9
MONITOR, TIRE PRESSURE Omit	-10/-1	-11
SEAT, DRIVER {National} Non-Suspension, High Back with Integral Head Rest, Cloth, with Fixed Back	-41/-9	-50
SEAT, PASSENGER Omit Item	0/0	0
WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors	0/0	0

Description	F/R Wt (lbs)	Tot Wt (lbs)
FRAMES		
FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL	209/234	443
FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL	559/584	1143
BRACKET, CAB MOUNT Heavy Duty	15/2	17
BUMPER, FRONT Contoured, Steel, Painted, Heavy Duty	4/0	4
CROSSMEMBER, AF, SPECIAL (1) Heavy Duty with Tabs, In Lieu of (1) Single Dogbone with 4x2 and 4x4 Chassis, or Double Dogbone with 6x4 and 6x6 Chassis	0/0	0
CROSSMEMBER, INTERMEDIATE (1) Dogbone with Reinforced Corners in lieu of Each Standard Dogbone with 4x2 & 4x4 Chassis; Double Dogbones with 6x4 & 6x6 Chassis	0/0	0
FRAME DIMPLE Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline	0/0	0
TOW HOOK, FRONT (2) Outside Rail, Frame Mounted, Includes Spacers to Clear Bumper Access Holes	22/3	25
WHEELBASE RANGE 258" (650cm) Through and Including 311" (790cm)	474/-474	0
BRAKES		
BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0
AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System	0/0	0
BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake	1/0	1
BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity	33/0	33
BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 Sqli	4/0	4
SLACK ADJUSTERS, FRONT {Gunite} Automatic	14/0	14
DUST SHIELDS, FRONT BRAKE for Air Cam Brakes	10/0	10
BRAKES, REAR {Meritor 16.5X7 P} Air S-Cam Type, Cast Spider, Cast Shoe, Double Anchor Pin, Includes Greaseable and Zinc Coated Anchor Pins, Size 16.5" X 7", 38,000-lb Capacity per Axle	0/106	106
BRAKE CHAMBERS, REAR AXLE {MGM TR3030LP3TSHD} 30/30 Sqli Spring Brake	0/9	9
SLACK ADJUSTERS, REAR {Gunite} Automatic	0/14	14
DUST SHIELDS, REAR BRAKE for Air Cam Brakes	0/10	10
AIR COMPRESSOR {Cummins} 18.7 CFM	0/0	0
AIR DRYER {Bendix AD-IP} with Heater	17/10	27
AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab	16/5	21
AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail	-9/16	7
DRAIN VALVE {Bendix DV-2} (1) Automatic, with Heater, with (2) Berg Pull Chains, for Air Tank	2/0	2
STEERING		
STEERING GEAR (2) {Sheppard M100/M80} Dual Power	100/-4	96
STEERING COLUMN Stationary	0/0	0

Description

<u>F/R Wt</u>	<u>Tot Wt</u>
(lbs)	(lbs)
0/0	0

STEERING WHEEL 4-Spoke; 18" Dia., Black

DRIVELINES

DRIVELINE SYSTEM {Dana Spicer} SPL170, for 4x2/6x2	5/33	38
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EXHAUST SYSTEMS

EXHAUST SYSTEM Vertical Aftertreatment System, Frame Mounted Right Side Back of Cab, for Single Vertical Tail Pipe	57/25	82
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ENGINE COMPRESSION BRAKE {Jacobs} for Cummins ISL/L9 Engines; with Selector Switch and On/Off Switch	44/4	48
--	------	----

EXHAUST HEIGHT 10'	21/7	28
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MUFFLER/TAIL PIPE GUARD (1) Aluminum	12/4	16
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TAIL PIPE (1) Turnback Type	8/2	10
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ELECTRICAL SYSTEMS

ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
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ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense	0/0	0
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ANTENNA Shark Fin, Roof Mounted	1/0	1
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BACK-UP ALARM Electric, 102 dBA	0/3	3
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BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab	-31/8	-23
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BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud	36/17	53
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BODY BUILDER WIRING To Rear of Frame, with Stop, Tail, Turn, and Marker Lights Circuits, Ignition Controlled Auxiliary Feed and Ground, Less Trailer Socket	2/0	2
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2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and 10' Coil Taped to Base Harness	2/0	2
--	-----	---

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
--	-----	---

CIGAR LIGHTER Includes Ash Cup	1/0	1
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CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0
---	-----	---

CONNECTORS, CHS/BODY INTERFACE Cab Wiring for TMC RP170A 8-pin Conn w/Switched, Battery, Ignition Power & Ground Located on Cab Floor; 31-pin Conn w/Engine, Transmission & Chassis, Data Networks Located on Cab Floor Between Driver & Pass Seats; 14-pin Conn w/Chassis & Body Lightning Signals Located Left Frame Back of Cab	7/0	7
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HEADLIGHTS Halogen	0/0	0
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HORN, AIR (2) Single Tone, Chrome, Roof Mounted, with Lanyard Pull Cord	0/0	0
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HORN, ELECTRIC Disc Style	0/0	0
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INDICATOR, LOW COOLANT LEVEL with Audible Alarm	0/0	0
---	-----	---

POWER SOURCE Cigar Type Receptacle without Plug and Cord	1/0	1
--	-----	---

RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input	3/0	3
--	-----	---

SNOW SHIELD (2) Chrome; for Dual Air Horns	2/0	2
--	-----	---

Description

	F/R Wt (lbs)	Tot Wt (lbs)
SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars	6/2	8
STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection	8/0	8
TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender	0/0	0

FRONT END

FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV	0/0	0
GRILLE Stationary, Painted Grille & Headlight Bezels 8752 Charcoal Metallic	0/0	0
INSULATION, SPLASH PANELS for Sound Abatement	2/0	2
INSULATION, UNDER HOOD for Sound Abatement	10/0	10
LOGOS EXTERIOR Model Badges	0/0	0
LOGOS EXTERIOR, ENGINE Badges	0/0	0

SPEEDOMETER, TOOLS, MISC

COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360	1/0	1
DUAL DRIVE Customer Intends to Convert to In-Cab Dual Drive Positions	0/0	0
KEYS - ALL ALIKE, ADDITIONAL 2 Keys	0/0	0
KEYS - ALL ALIKE, ID I-1624 Compatible with Z-250	0/0	0
PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
PROMOTIONAL PACKAGE Government Silver Package	0/0	0

FUEL TANKS

FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 80 US Gal (303L), Mounted Left Side, Under Cab	18/6	24
DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab	15/2	17
FUEL/WATER SEPARATOR {Racor 400 Series} with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine	0/0	0

WHEELS, TIRES - FRONT

WHEELS, FRONT {Accuride 29300} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	72/0	72
(2) TIRE, FRONT 315/80R22.5 Load Range L X MULTI Z (MICHELIN), 487 rev/mile, 75 MPH, All-Position	40/0	40

WHEELS, TIRES - REAR

WHEELS, REAR {Maxion 91541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/-24	-24
(5) TIRE, REAR 12R22.5 Load Range H G622 RSD (GOODYEAR), 482 rev/mile, 75 MPH, Drive	0/40	40

WHEELS, SPARE

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
WHEEL, SPARE, DISC {Maxion 91541} 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted	0/66	66

WHEELS MISC OPTIONS

PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint	0/0	0
TIRE, SPARE Equal to Model Standard	0/121	121

BODY INTEGRATION

BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches	0/0	0
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Services Section:**WARRANTY**

WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A	0/0	0
SRV CONTRACT, EXT CMS ENG/AFTR {Cummins} To 60-Month/100,000 Miles (160,000 km), Extended Cummins L9 Engine Coverage, Protection Plan 1 and Aftertreatment, (Truck Application Only)	0/0	0
SRV CONTRACT, EXT ALLISON XMSN {Allison} To 60-Month/Unlimited Miles/km, for Allison 3000 RDS with Refuse Packer Vocations (ST15, ST16)	0/0	0

Total Component Weight:	8921/4948 (lbs)	13869 (lbs)
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Description

<u>F/R Wt</u>	<u>Tot Wt</u>
(lbs)	(lbs)
0/0	0

New Labrie Expert t 2000 24 Cubic Yard (20 Yard Body Shell + 4 Yard Tailgate Capacity) Single Compartment Side Loading Refuse Packer Body, Complete With All Standard Features Including Hydraulic Reservoir Positioned In Standard Location For Conventional Chassis (Below Rear Slope Of Dropframe), All LED Body Lighting, Mid Body LED Turn Signals, Packer Controls In Cab, MultiCycle Packer Control (Set For 3 Strokes), Deflector Shield To Protect Wiring At Tailgate Hinge, All Fuses Replaced By Auto Reset Circuit Breakers Except Main Power. Also To Include The Following Options To Meet Specifications Provided By The City of Burlington & Retain Features On Bodies Currently Used By The City:

Dropframe Conversion On Your New International HV607 SBA 4x2 Cab & Chassis Meeting All Labrie Requirements

Chelsea 870 Hot Shift PTO With Remote Hydraulic Pump In Lieu Of Standard Front-Mounted Hydraulic Pump

Labrie Right Hand Stand-Up Drive Cab Conversion Includes Work Brake/ Flipper Valve For Activation of Brakes On All Four Wheels, Adjustable 3-Position Aluminum Grip-Strut Floor Riser, Fender-Mounted Crossview Mirrors To Allow Visibility Of Side & Front Of Truck From Both Driving Positions, Windshield Defroster Fans, LED Work Light On Curb Side Mirror Auto-Activated By Work Brake. Also To Include Dashboard Package On RH Side @ No Additional Cost: Engine Temp Gauge, Engine Oil Pressure Gauge, Transmission Temperature Gauge.

Labrie Cart Dumper For American Bar-Style Carts On Both Curb & Street Sides

3rd Eye Color Flat Screen Rear Vision Camera System With Protection Cage Camera Positioned At Half Tailgate Location To Allow Operator Easier Access For Cleaning Camera Lens

Triple LED Work Lights (1) In Hopper, (1) On Curb Side, (1) On Street Side

Ground Level Grease Points For Tailgate & Hopper Door Hinges

Hydraulic Pressure Gauge On Main Valve

Broom & Shovel With Brackets

6 Amber Whelen Model #L41 Strobe Light Installed On Cab

(2) 4 Round LED Amber Rear Alternating Flashing Lights At Top of Tailgate

Petcock-Style Remote Air Drains, Frame-Mounted For Easy Driver Access

Body Control Valve Electric-Over-Hydraulic In Lieu Of Standard Air-Over-Hydraulic

Rear Tow Hooks

Painted White To Match Cab In DuPont Imron Elite

All Items Fully Installed On Your New 2024/5 International HV607 SBA 4x2 Cab & Chassis Cab & Chassis, Meeting All Labrie Requirements

Including Delivery To Your Location & Training Of The City of Burlington s Operating Personnel

Total Body Allied:

0/0	0
(lbs)	(lbs)

VT SAFETY INSPECTION, TRIANGLE FLARE KIT, 5# ABC FIRE EXTINGUISHER, MOUNTED ON CAB FLOOR NEXT TO DRIVERS SEAT IN A HEAVY DUTY BRACKET INCLUDING RUBBER HOLD DOWNS.

0/0	0
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VERMONT DMV CHARGES

0/0	0
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TWO WAY RADIO INSTALLED BY BURLINGTON COMMUNICATIONS

0/0	0
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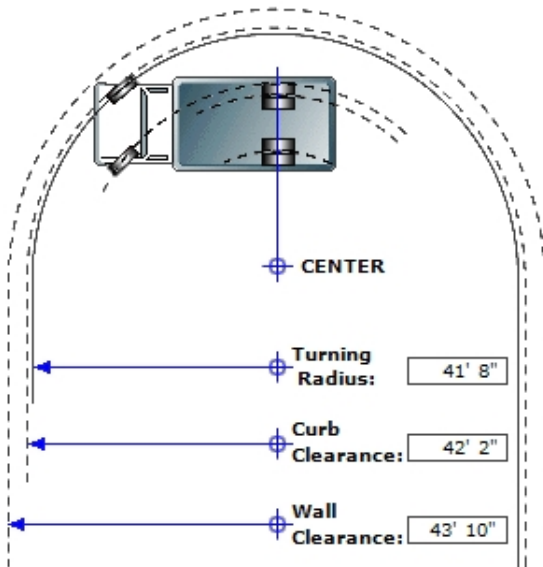
PROCESSING FOR INTERNATIONAL MV607, HV507 AND HV607 MODELS

0/0	0
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Total Goods Purchased:

0/0	0
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The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.



Series: HV
Model: HV607
Description: HV607 SBA
Model Year: 2025

Calculation Factors

Wheelbase: 276
Front Axle: 0002ARZ
Description: AXLE, FRONT NON-DRIVING, {Meritor MFS-18-133A}
Wide Track, I-Beam Type, 18,000-lb Capacity
Front Wheel: 0027DUL
Description: WHEELS, FRONT, {Accuride 29300} DISC; 22.5x9.00 Rims,
Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC,
Hub-Piloted, Flanged Nut, with Steel Hubs
Front Tire: 07652543288
Description: TIRES, 315/80R22.5 Load Range L X MULTI Z (MICHELIN),
487 rev/mile, 75 MPH, All-Position
Steering Gear: 0005PTB
Description: STEERING GEAR, (2) {Sheppard M100/M80} Dual Power

Turning Radius StatisticsGeneral Information

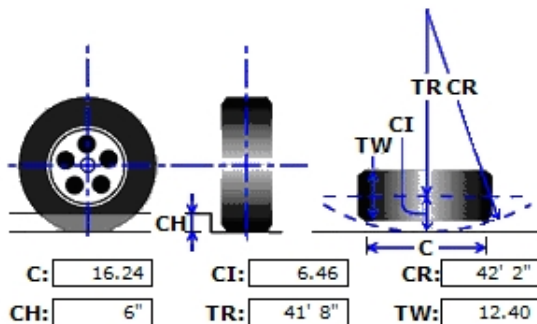
Inside Turn Angle: 40 Degrees
Radial Overhang: 26

Axle Information

KingPin Inclination: 6.25 Degrees
KingPin Center: 71

Turning Radius - Curb View

C - Curb Contact Length: 16.24
CI - Curb Clearance Increment: 6.46
CR - Curb Clearance Radius: 42' 2"
CH - Curb Height: 6"
TR - Turning Radius: 41' 8"
TW - Tire Width: 12.40



* All Measurements are in inches, unless otherwise specified.

This information is based on engineering information available at this time. Actual figures may vary. Navistar, Inc. cannot accept liability for consequences due to this variance.

Board of Finance and City Council Submission Checklist

Department: Public Works Submitter: Lee Perry

Title/Subject: FY24 Recycling Truck Purchase Price Increase

	Approval:	Meeting Date:
☒	Board of Finance	8/7/2023
☒	City Council	8/14/2023
☐	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	8/1/2023	Approved by Chapin
Mayor's Office informed and approved memo	Yes	8/2/2023	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			
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	8/2/2023	Approved by Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	8/1/2023	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.	



Memorandum

Date: August 7, 2023/August 14, 2023

To: Burlington Board of Finance / City Council

From: Corey Mims, P.E., Senior Public Works Engineer

CC: Norman Baldwin, P.E., Assistant Director/City Engineer
Chapin Spencer, Director

Subject: Champlain Parkway – Design Contract Amendment No. 18 with Clough, Harbour & Associates

REQUEST

The Burlington Department of Public Works (DPW) respectfully requests Board of Finance and City Council authorize the execution of a Contract Amendment (No. 18) with the Champlain Parkway project design engineers, Clough Harbour & Associates (CHA), increasing the contract amount by \$520,826.34 to \$13,992,929.18. The local match obligation of 2% will be an additional \$10,416.52 for this amendment – totaling \$279,858.59 over the life of the contract.

EXECUTIVE SUMMARY

As City staff managing the project, we at DPW understand the importance of having design contracts stay within the Maximum Limiting Amounts (MLA) authorized under the associated Cooperative Agreement between the City of Burlington and the Vermont Agency of Transportation.

DPW has nearly exhausted the financial limits of the current design contract with CHA. Based on the current expenditures under this contract, DPW anticipates the previously authorized contract funds will be fully expended by mid-August. Without an executed contract amendment, the consultant and their sub-consultants will stop work on this project.

DPW seeks the timely authorization to amend the existing contract with CHA to continue response to requests for information (RFIs) and construction phase services through completion of the Initial Construction Contract.

As the project has progressed, new challenges have arisen which required additional efforts from the design engineering consultant and their sub-consultants which were not anticipated under previous amendments. Additional tasks were required in order to complete the detailed bid review, coordinate design changes with Champlain Water District and coordinating design elements with adjacent property owners. The Contract Amendment No. 18 provides continued engineering support, which includes the following tasks:

- Provide general support, project management and coordination
- Provide construction phase services for the initial construction contract including shop drawing review, response to request for information (RFIs) and site visits

- Provide environmental permit and legal support
- Provide additional environmental consulting support

Contract Background

CHA serves as DPW's design consultant for the Champlain Parkway Project. The City's design contract with CHA was originally issued on October 14, 1999 in the amount of \$1,421,581.01. Since that time, a series of contract amendments have been issued to CHA; DPW staff are currently working from Amendment No. 17 which was executed on September 17, 2021. The total contract amount under Amendment No. 17 is \$ 13,472,102.84, of which the City's share is 2% under the local match obligation. The other 98% of these costs is reimbursed to the City at the rate of 95% Federal and 3% State funds.

The following is a history of prior contracts and amendments the project has been working under:

CHA Amendment No 17, dated July 30, 2021
 CHA Amendment No 16C, dated July 26, 2021
 CHA Amendment No16B, dated April 27, 2021
 CHA Amendment No16A, dated December 21, 2020
 CHA Amendment No.16, dated May 19, 2020
 CHA Amendment No. 15, dated November 7, 2019,
 CHA Amendment No. 14, dated June 24, 2019,
 CHA Amendment No. 13C, dated May 8, 2019,
 CHA Amendment No. 13B, dated March 21, 2019,
 CHA Amendment No. 13A, dated December 19, 2018,
 CHA Amendment No. 13, dated November 3, 2017,
 CHA Amendment No. 12A, dated September 19, 2017,
 CHA Amendment No. 12, dated May 16, 2017,
 CHA Amendment No. 11, dated May 4, 2017,
 CHA Amendment No. 10, dated February 9, 2017,
 CHA Amendment No. 9, dated May 31, 2016.
 CHA Amendment No. 8, dated February 18, 2016.
 CHA Amendment No. 7, dated July 1, 2015,
 CHA Amendment No. 6, dated December 16, 2014,
 CHA Amendment No. 5, dated September 24, 2013,
 CHA Amendment No. 4, dated, June 5, 2013,
 CHA Amendment No. 3, dated November 30, 2012,
 CHA Amendment No. 2, dated November 18, 2010,
 CHA Amendment No. 1, dated May 9, 2003,
 Original signed CHA agreement, dated October 14, 1999.

Project Funding

Work performed under this contract amendment will be eligible for reimbursement at the project's funding split of 95% Federal, 3% State and 2% Local Match as outlined in the Cooperative Agreement, and its Amendments, between the State of Vermont Agency of Transportation and the City of Burlington. Cooperative Agreement Amendment No. 7, authorized by City Council on June 3, 2019, secured additional funding for the construction phase of this project by increasing the grant amount to \$43,678,600.

Amendment #18

The proposed Amendment No. 18 will increase the current contract amount by \$520,826.34, from \$13,472,102.84 to \$13,992,929.18. The local match obligation of 2%, for Amendment 18 will be \$10,416.52 (\$520,826.34 x 0.02), which is budgeted within the Street Capital fund.

For up to date information on the Champlain Parkway project, please visit the project website: www.champlainparkway.com. Please don't hesitate to reach out with any questions.

ATTACHMENT

A. Proposed Design Contract Amendment No. 18 with Clough, Harbour & Associates

MOTIONS

Action for Board of Finance:

To approve and recommend that the City Council authorize the Director of Public Works to execute Contract Amendment Number 18 to the contract with Clough Harbour & Associates for engineering design services for the Champlain Parkway project, increasing the total contract amount by \$520,826.34 and the local match obligation by \$10,416.52, for a total authorized contract amount not to exceed \$13,992,929.18 and a local match obligation in the amount of \$279,858.59, subject to review and approval by the City Attorney's Office.

Action for City Council:

To authorize the Director of Public Works to execute Contract Amendment Number 18 to the contract with Clough Harbour & Associates for engineering design services for the Champlain Parkway project, increasing the total contract amount by \$520,826.34 and the local match obligation by \$10,416.52, for a total authorized contract amount not to exceed \$13,992,929.18 and a local match obligation in the amount of \$279,858.59, subject to review and approval by the City Attorney's Office.



July 17, 2023

Norman Baldwin, P.E.
City Engineer and Assistant Director
City of Burlington
Department of Public Works
645 Pine Street, Suite A
Burlington, VT 05402

Re: Champlain Parkway; Southern Connector MEGC – M5000 (1); CHA File: 8659.

Dear Mr. Baldwin:

By way of this letter, we are requesting Amendment No. 18 to our agreement to continue to provide engineering services under the above-referenced project by and between the City of Burlington DPW and Clough Harbour & Associates LLP (CHA). As requested, we have prepared the scope and the contract total for this amendment request to provide continued engineering support to the City of Burlington DPW related to:

- Task 1: Initial Contract/PM/Coordination (tasks not included previously involving the Initial Contract or efforts to support it)

This Amendment No. 18 request totals additional compensation of \$520,826.34 for CHA. This request will increase the Maximum Limiting Amount for the Agreement from \$13,472,102.84 to \$13,992,929.18.

If you have any questions or require additional information, please contact Dale Gozalkowski or me.

Sincerely,

A blue ink signature of Robert Faulkner, consisting of a stylized 'R' followed by a horizontal line.

Robert Faulkner, P.E.
Partner

A black ink signature of Dale E. Gozalkowski, written in a cursive style.

Dale E. Gozalkowski, P.E.
Project Manager

Assumptions

- This amendment request addresses aspects of the project's design and advancement which involve only the Initial Contract. Any changes to the project's design and advancement of the Final Contract covered by prior contractual language or amendments to it will be addressed in a separate request.
- No new state or federal environmental permits will be applicable to the construction of the Parkway.
- No additional traffic modeling will be required prior to opening any phase of the Initial Construction Contract.

Task 1: Initial Contract/PM/Coordination (tasks not included previously involving the Initial Contract or efforts to support it)

- Efforts to review, analyze and prepare an unprecedentedly difficult and thorough recommendation to accept the Initial Contract's bid. This bid advertisement period began on February 4, 2022 with a bid opening on March 18, 2022 and it coincided with the period in time between the approval of the Infrastructure Investment and Jobs Act (Bipartisan Infrastructure Jobs Act) approval in November 2022 and the federal funding authorization in the Spring 2023.
- Champlain Water District (CWD) water main coordination and evaluation of potential design changes. This includes meetings on December 10, 2021, December 20, 2021 (with VTrans ROW), March 8, 2022, and July 18, 2022, more meetings, May 31, 2023 and June 8, 2023 with involving City legal.
- CHA coordinated with the SDK team to incorporate the results of the ground-penetrating radar (GPR) location of the existing water main into the Parkway's MicroStation files. Based on CWD personnel's preferences and recommendations, revised design iterations were generated to satisfy their stated preferences regarding the location of the existing water main and minimum and maximum soil cover, the proximity to proposed crossing drainage structures, modified drainage patterns, changes to the width of proposed path, addition of guardrail and steepened slopes to allow the shared-use path to be constructed within the proposed right-of-way and respective easements obtained for the Parkway project, elimination of cross culverts to avoid placing Parkway cross culverts over their water main.
- Contract's traffic signal design including changes to incorporate MioVision traffic detection and management instead of the emergency vehicle preemption/transit signal prioritization provisions included in the PIFs and Initial Contract's proposed design; painting the proposed traffic signal equipment including the mast, cantilever arms, controller cabinet black; mounting the meter on a separate post near the respective controller.
- Additional engineering support during construction tasks included the coordination of the highway-rail grade crossing tasks, schedule and strategy for the Spring 2023 construction,
- Coordination meetings with the SDK team involving constructing the highway-rail grade crossings at Home Avenue and Flynn Avenue including weekly meetings with VRS, the City, VTrans, WSP, and the SDK team including their subcontractors beginning from March 1, 2023 through June 28, 2023.
- Foster Street swirl chamber coordination due to right-of-way considerations and elevated efforts to work with the landowners
- Batchelder Street drainage assessment and change to consider landowner's specific request to maintain their existing landscaping and considering the proposed drainage strategy in this area
- Ferguson Street cul-de-sac assessment and change to consider the landowner's specific request to minimize the impacts to their existing landscaping and property features. This involved shifting the proposed location of the cul-de-sac from the position depicted in the design plans.
- 405 Pine Street development and Parkway modification considerations. Pine Street shared-use path, sidewalk access ramps, curb radii and driveway width, separation of consecutive crosswalk markings including meeting with 405 Pine Street team on May 10, 2023. Also, considered about access to the transformer using the Pine Street shared-use path. Relocated midblock crosswalk which necessitated the redesign of the sidewalk access ramps, establishing a new eastern Pine Street curb including bump out curb return, and drainage modifications.

- Changes to the water and sewer system after the Initial Contract's award to the SDK team. This includes Flynn Avenue and Lakeside Avenue. Some of these changes were incorporated due to the continued development or other changes in the vicinity of the Parkway alignment that made it prudent to incorporate these changes.
- Notice of Intent (NOI) and Notice of Establishment (NOE) related to the changes to the highway-rail grade crossings associated with the Quiet Zones
- CHA legal support for the June 17, 2022 federal court hearing to allow the Initial Contract to begin construction. Virtual strategy meetings, prepare and review key information to be submitted to the Court by others, performing calculations and creating graphics to support this information. Meetings with legal team including May 2, 2022, May 27, 2022, June 9, 2022, June 15, 2022 and June 16, 2022.
- CHA provided legal support to create the Administrative Record including obtaining project deliverables, emails and general correspondence from CHA's servers and providing them using a secure file transfer protocol for use by federal, State and Burlington's legal team. This resulted in thousands of pages of project materials being located, reviewed, and ultimately loaded for the legal team's use. Meetings to discuss efforts, materials located and content including April 6, 2022 and April 13, 2022.
- As part of settlement offers, CHA evaluated several design alternatives including those to change the cul-de-sac at the southern end of Pine Street. These design alternatives included a pedestrian bridge on Pine Street over the proposed Parkway and a transit bridge on Pine Street over the proposed Parkway. Other design alternatives involved modifications to the Parkway and Lakeside Avenue including the entrances to Fortieth Burlington and the DPW. Other topics included modifying the Parkway design features between Home Avenue and Lakeside Avenue to become more of a complete street and possibly even consolidating these parallel roadways.
- 453 Pine Street development and Parkway modification considerations. Multiple driveway access points to Pine Street and multiple pedestrian access points to the shared-use path
- Petra Cliffs development coordination with driveway, curb, water and sewer modifications.
- Flynn Avenue driveway and utility pole changes to accommodate a landowner's request. This is the parcel with the World's Tallest Filing Cabinet. Evaluated truck turning movements, verified duct back locations, and impacts to marked parking stalls
- Address 97 Briggs Street drainage consideration based on actual field conditions observed flooding in yards areas in the Spring 2022.
- Active participated in the South End Construction Coordination meetings and synchronized public messaging involving the City and VTrans. These meetings with held with the City, VTrans, and the design team on a quarterly basis at a minimum and more often around milestones like the resumption of construction and the legal activities picked up.
- Updated project design for locations where the actual drainage conditions varied from the project base mapping and the BTV Sewer and Stormwater Collection System Mapping GIS database.
- City Market sidewalk, curb apron, and midblock crosswalk changes
- Created site specific fiber optic splice diagram for five interconnected traffic signal system including a connection to the L2/L3 switch inside the Burlington DPW building.
- Reviewed multiple Superpave mix design submissions for various types associated with the placement of bituminous material that was different than included the project's design plans and bid documents.
- Coordination of active warning system considerations during construction due to the delays in obtaining the new railroad gates

Extensive coordination with corresponding contractor submittals has occurred. The following is a partial listing of requests for information, request to review construction aspects that varied from the design plans and bid documents, as well as the contractor submissions requiring design review.

- Non-Compliance report 5 (NCR 5) Mast Arm Pole air entrainment
- Non-Compliance report 6 (NCR 6) Failing 7 Bar Mast Arm Pole 8 and Mast Arm Pole 15
- RFI17 Substitute dense graded crushed stone for sand borrow and cushion
- RFI18 Granular borrow around box culvert
- RFI19 Cover material over geomembrane liner
- RFI20 Job-wide topsoil thickness
- RFI21 Topsoil in Englesby Detention Pond
- RFI22 Structure 203 conflict and associated relocation
- RFI23 CB401 12 inch CGMP
- RFI27 On-logic impervious core
- RFI25 Structures 408 and 409A and related 10" AC pipe
- RFI28 Request to remove air requirement for duct bank concrete
- RFI33 Sheet membrane RFI34 Pull box cover lettering RFI36 Fiber optic splice boxes
- RFI37 Rigid conduits bends
- RFI38 Morse Place and Batchelder Street BED and Communications Coordination
- RFI39 Home Avenue duct bank coordination
- RFI43 Briggs and Flynn Contaminated Water
- RFI44 Ferguson storm existing water conflict
- RFI45 Water main sleeves
- RFI47 Mast arm pole painting RFI52 800 series box culvert design questions
- RFI48 Mast Arm Pole foundation design
- RFI51 Traffic signal advanced detection additional components download actions
- RFI54 600 storm series clarifications
- RFI56 500 storm series
- RFI57 Fiber Splice Diagram
- RFI58 Electrical Conduit Sleeve Concrete Encasement
- RFI59 VT professional engineer stamped signal plans
- RFI62 BED vault #1 location
- RFI64 Traffic signal louver substitution
- RFI65 Overhead utilities
- RFI66 Fiber cable alignment
- RFI67 Briggs Street and Morse Place utility service clarifications
- RFI68 Permeable base substitution for the contractor's preference
- RFI69 Brick paver, permeable paver strip and Flynn Mini Park pavers
- RFI70 Lyman Avenue utility clarifications
- RFI71 Red, Orange, Yellow soil payment clarifications
- RFI72 400, 500, 600 drainage clarifications for Lakeside Avenue and Pine Street (including field meetings to clarify intentions)
- S08 Geopier design submittal
- S09-ADD01 Remaining series 400 drainage structures
- S13 Swirl chamber internals
- S14 Englesby box culvert design
- S15 Storm, sewer, water pipe materials
- S16 Geomembrane liner

- S17 Lakeside sand filter primary outlet structure
- S21 Chain link fence and gates
- S22 Aluminum decorative fence and gates
- S23 Screening fence
- S24 Lakeside Avenue sand filter sediment
- S25 Series 800 drainage structures
- S26 Series 100 drainage structures
- S27 Precast utility vaults (14' x 7' x 7')
- S28 Series 100 precast headwalls
- S30 Trash receptable
- S31 Park bench
- S32 GCC Concrete mix design
- S34 Lakeside sand filter diversion structure
- S35 Series 200 drainage structure fabrication drawings
- S38 Sewer manhole 18, 19, 20 (Sears Lane)
- S39 Class B concrete for duct banks
- S41 Valves, tapping sleeve, Foster adapter sub hydrant
- S43 LSF headwalls
- S48 Englesby South Pond Primary Outlet
- S49 Sewer manhole 14, 15, 15A, 16 and 17
- S54 Englesby South forebay outlet structure
- S55 Sewer manhole 1 through 13
- S58 Swirl chamber concrete structure
- S59 Curb details
- S62 Lyman Street replacement sewer manholes
- S63 Englesby berm structure 4 ft ID
- S69 Foster Street structures
- S71 Domestic water system components
- S73 Junction box heavy duty
- S74 Mast arm pole designs
- S75 Sewer manhole 16A
- S78 Lumec lighting details
- S79 Traffic signal equipment
- S80 Precast concrete grade crossing panels
- S80B-R01 signed precast panel work plan
- S81 Continuous Welded Rail submittal
- S81B Continuous Welded Rail (CWR) materials
- S84 Light pole bases
- S85 Street light anchor bolts
- S86 Rail-highway active warning system components
- S87 Home Avenue Rail-Highway Crossing Active Warning System for the crossing fabrication drawings
- S89 Flynn Avenue Rail-Highway Crossing Active Warning System for the crossing fabrication drawings
- S92 Mast Arm Pole Foundation Design
- S93 Fiber Optic Splice Boxes
- S96 Mast Arm Pole cage fabrication drawings
- S97 600 series drainage structures

- S98 500 series drainage structures
- S99 Concrete lip protection
- S100 Landscape backfill materials
- S101 800 series box culverts
- S106 Brick paver
- S107 Permeable paver strip
- S122 Flynn Mini Park pavers
- S109 Traffic signal mountain hardware
- S112 Grounding details
- Multiple submissions of S111 LED blank out signs
- S115 Mast Arm Pole 8 redesign based on presence of rock ledge
- S119 Water Repellent Silane for use on mast arm poles due to actual constructed conditions
- S120 Polymer surface overlay materials
- Multiple submissions for the S124 (and others) highway-rail grade crossing active warning system and grade crossing surface

Clough Harbour & Associates LLP
STAFFING ESTIMATE
Champlain Parkway MEGC-M5000(1)

TITLE	ASCE (A) or NICET (N) GRADE	Task 1: Initial Contract/PM/Coordination	Task 2: Final Contract/PM/Coordination	PROJECT TOTAL HOURS	PROJECTED HOURLY RATE	TOTAL COST
Senior Principal Engineer	VII (A)	12	0	12	\$105.00	\$1,260.00
Principal Engineer	VI (A)	600	0	600	\$90.00	\$54,000.00
Senior Engineer	V (A)	800	0	800	\$67.00	\$53,600.00
Project Engineer	IV (A)	800	0	800	\$55.00	\$44,000.00
Asst. Project Eng.	III (A)	800	0	800	\$42.00	\$33,600.00
Principal Eng. Tech	IV (N)	84	0	84	\$57.00	\$4,788.00
Senior Eng. Tech.	III (N)	136	0	136	\$44.00	\$5,984.00
Prin. Traffic Engineer	VI(A)	8	0	8	\$85.00	\$680.00
Transportation Engineer	V (A)	16	0	16	\$51.00	\$816.00
Traffic Engineer	II (A)	0	0	0	\$40.00	\$0.00
		3256	0	3256		\$198,728.00

BREAKDOWN OF
AMENDMENT NO. 18

Task 1

Consultant: Clough, Harbour & Associates LLP

Contract No.: E86-218200

Project Name: Southern Connector/Champlain Parkway

Project Number: MEGC-M5000(1)

Last State Audit

Submittal Year 2022

Date 7/17/23

Work Item	Direct Labor	Overhead	Fixed Fee	Direct Costs	Subconsultants	TOTAL
Task 1	\$198,728.00	\$266,295.52	\$55,802.82	\$0.00	\$0.00	\$520,826.34
TOTAL	\$198,728.00	\$266,295.52	\$55,802.82	\$0.00	\$0.00	\$520,826.34

BREAKDOWN OF
AMENDMENT NO. 18 Task 1

Consultant: Clough, Harbour & Associates LLP

Contract No.: E86-218200

Project Name: Southern Connector/Champlain Parkway

Project Number: MEGC-M5000(1)

Last State Audit

Submittal Year 2022

Date 7/17/23

Prime Consultant	Previous Contract Amount	Amendment No. 18 Task 1	TOTAL NEW CONTRACT
Direct Labor	\$3,256,413.14	\$198,728.00	\$3,455,141.14
Overhead	4,808,693.92	266,295.52	5,074,989.44
Fixed Fee	857,046.93	55,802.82	912,849.75
Direct Expenses	299,109.54	0.00	299,109.54
SUBTOTAL	\$9,221,263.53	\$520,826.34	\$9,742,089.87
Subconsultant			
Stantec Consulting Services, Inc.	\$3,190,700.00	\$0.00	\$3,190,700.00
Vermont Survey and Engineering, Inc.	336,256.81	0.00	336,256.81
Werner Archaeological Consulting	78,468.00	0.00	78,468.00
Richard A. Watts, Inc.	16,881.41	0.00	16,881.41
Resource Systems Group	88,927.72	0.00	88,927.72
University of Maine at Farmington	38,142.61	0.00	38,142.61
Saratoga Railroad Engineering, PC	86,320.00	0.00	86,320.00
PR Subconsultant	1,032.82	0.00	1,032.82
The Johnson Company	140,594.00	0.00	140,594.00
VHB	129,140.94	0.00	129,140.94
Hartigan Wastewater Services	114,000.00	0.00	114,000.00
Aquifer Drilling & Testing, Inc.	30,375.00	0.00	30,375.00
SUBTOTAL	\$4,250,839.31	0.00	\$4,250,839.31
TOTAL	\$13,472,102.84	\$520,826.34	\$13,992,929.18

Amendment 18 Breakdown 071723

Board of Finance and City Council Submission Checklist

Department: Public Works Department Submitter: Corey Mims

Title/Subject: Champlain Parkway Project CHA Amendment #18

	Approval:	Meeting Date:
☒	Board of Finance	8/7/2023
☒	City Council	8/14/2023
☐	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	8/1/2023	Chapin Spencer
Mayor's Office informed and approved memo	Yes	8/1/2023	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	Choose an item.	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	8/1/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	8/1/2023	Kathrine Schad
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Yes	CHA Amendment #18
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?	N/A	Click or tap here to enter text.



**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: Board of Finance/City Council

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

DATE: August 7, 2023/August 14, 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: CY23 Paving Contract Amendment for Additional Patching Work

Request

The Department of Public Works ("DPW") seeks approval and authorization from the Board of Finance and City Council to execute a contract amendment with Engineers Construction Inc. for the Calendar Year 2023 Paving contract with the following:

1. \$254,449.00 for enhanced patching.
2. \$47,805.00 for additional asphalt on Walnut Street.
3. \$35,000.00 for speed hump work on South Prospect Street
4. \$33,725.00 in additional contingency for this new work
5. Totaling \$369,704.00; which results in a new project budget totaling \$2,067,187.30.

This additional \$369,704 is separate from the contracted and ongoing CY23 paving and patching contract which the Council approved earlier this year.

Enhanced Patching:

DPW Staff conducted a thorough assessment of Burlington's roads to identify areas in need of patching. Based on this information on June 26, 2023 City Council approved an addition of \$.005 to the dedicated Street Capital and Greenbelt tax to increase patching and paving in the 2024 construction season. DPW Staff are now requesting use of additional funding to proceed with the enhanced patching work.

Instead of attempting to repave entire streets, which may be financially unfeasible with our current budget, we will utilize the additional requested funds to focus on targeted patching and repair. This approach involves prioritizing specific problem areas on deteriorated streets and patching them strategically. By addressing these high-priority sections, we can extend the lifespan of the overall street network while making efficient use of the available funds.

Walnut Street Additional Asphalt:

In preparing initial estimate for Walnut Street, it was anticipated the existing roadway surface was the standard 3 inches of asphalt surface thickness for a residential street. Given recent experience on the CY22 Paving Contract with encountering insufficient asphalt thickness, DPW Staff further reviewed the CY23 Paving Contract street list and identified that the Walnut Street roadway had 1 ½" base course and not 3 inches of asphalt as originally anticipated. To correct this roadway thickness issue, the City will need to place an additional layer of asphalt to properly redevelop Walnut Street's road surface. Given the cost for the additional asphalt on Walnut Street exceeds 20% of the existing CY23 Paving contingency, DPW Staff are requesting authorization to allocate additional street capital funds to complete the additional work and reestablish the CY23 Paving Contract contingency

South Prospect Speed Humps & Asphalt Patching:

During this spring's Staff patching assessment; outdated and deteriorated vertical rumble strips were identified as needing repair on South Prospect Street. This style of rumble strip is considered to be an outdated and less effective traffic calming feature. Upgrading deteriorated and outdated traffic calming features is a crucial step in maintaining our existing traffic calming infrastructure. Traffic calming features are designed to reduce vehicle speeds, minimize traffic accidents, and create a safer environment for all road users. Over time, these features deteriorate due to wear and tear, and advancements in traffic engineering standards suggest upgrades to current standards. Upgrading the vertical rumble strips to our current standard of speed humps is an investment in the long-term safety of the South Prospect neighborhood, and an investment in patching the road surface which will extend the lifespan of the street.

CY23 Paving Enhanced Patching List

The following list approximates the patching work we hope to accomplish. We acknowledge the extent of deterioration on some streets may be more severe than initially assessed. Therefore, we need to remain flexible and be prepared for unforeseen challenges. Depending on the progress and the actual cost of repairs, we may need to adjust our plans to remove portions of streets and/or identify additional streets which can be included in the repair program. This flexibility will help us maximize the impact of our efforts while staying within budgetary constraints.

Street	Total Area (SF)
Cherry Street	9,196
Cottage Grove	2,400
Ferguson Ave.	6,711
Lakeside Ave.	7,806
North Avenue	1,736
Rivermount Terrace	6,906
Saratoga Avenue	4,849

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South Prospect	7,254
South Union Street	2,746
Staniford Road	4,099
Van Patten Parkway	5,579
Woodbury Road	1,212
TOTAL:	53,703

Funding Sources for CY23 Paving Project

DPW Staff proposes to use \$335,979.00 in Street Capital funding approved under the FY24 annual budget approval allocation to go towards street reconstruction. The additional \$35,000 will also come from Street Capital to address the failing traffic calming, see Attachment-1. These funds were also approved under the FY24 annual budget process and address smaller maintenance needs within the City.

Attachments

1. Budget amendment.

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.

Motions

Board of Finance:

1. To approve and recommend that the City Council authorize the Director of Public Works to execute an amendment to the Calendar Year 2023 Paving Program contract with Engineers Construction Inc. in the additional amount of \$337,254.00, bringing the total contract value up to \$1,893,552.45, and authorize the use of \$173,634.85 in contingency funds to be available to use toward any necessary future contract amendments, and further authorize execution of any such necessary amendments upon review and approval by the City Attorney's Office, for a total authorized amount of \$2,067,187.30.
2. To approve and recommend that the City Council authorize the Chief Administrative Officer or designee to affect all necessary budget amendments and transfers of funds, as described in the attached budget amendment form, for a total of \$35,000 in street capital funds to be used to complete the CY23 Paving Program project.

City Council:

1. To approve and authorize the Director of Public Works to execute an amendment to the Calendar Year 2023 Paving Program contract with Engineers Construction Inc. in the amount of \$337,254.00, bringing the total contract value up to \$1,893,552.45, and authorize the use of \$173,634.85 in contingency funds to be available to use toward any necessary future contract amendments, and further authorize execution of any such

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necessary amendments upon review and approval by the City Attorney's Office, for a total authorized amount of \$2,067,187.30.

2. To authorize the Chief Administrative Officer or designee to affect all necessary budget amendments and transfers of funds, as described in the attached budget amendment form, for a total of \$35,000 in street capital funds to be used to complete the CY23 Paving Program project.

CITY OF BURLINGTON, VT
PROJECT BUDGET AMENDMENT REQUEST

Department: DPW

Requested by: Laura Wheelock

Date: DRAFT for BOF/CC

Briefly explain the reason for the amendment:

Reallocate funds for replacement of speed humps under the CY23 Paving Contract

Dept. Approval _____

Chief Administrative Officer Date

Mayor Date (25K - 50K)

BUDGET AMENDMENT DETAILS

[illegible]

Board of Finance and City Council Submission ChecklistDepartment: Public Works Submitter: Dora BeanTitle/Subject: CY23 Paving Contract Amendment for Patching

	Approval:	Meeting Date:
☒	Board of Finance	8/7/2023
☐	City Council	8/14/2023
☐	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	8/1/2023	Chapin Spencer
Mayor's Office informed and approved memo	Yes	8/3/2023	Jordan Redell
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	8/3/2023	Hayley McClenahan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	8/3/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	8/3/2023	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	Yes	BA Form
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.



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

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

MEMORANDUM

TO: Mayor Miro Weinberger
Board of Finance
City Council

FROM: Brian Pine, Director, Community & Economic Development Office (CEDO)
Todd Rawlings, Assistant Director, Grants & Finance, CEDO
Timothy Clancy, Human Resources Manager

RE: **Reclassification of One (1) CEDO Position with No Adverse Impact to the City's General Fund**

Summary

This communication seeks Board of Finance and City Council approval to retitle and reclassify a position within CEDO's Grants & Finance division as summarized below:

- Reclassification of the Community Development Specialist II – Grant Management, a Regular Service, Full-Time, Non-Exempt, Union, Grade 17 to Senior Community Development Specialist – Grant Management, a Regular Service, Full-Time, Non-Exempt, Union, Grade 18.

Background

Historically, the Community Development Specialist II – Grant Management was focused on supporting the Assistant Director of Grants & Finance in the management of the Burlington's U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program and other federal requirements. As CEDO programs have expanded and become more complex due to additional local, state, and federal funding sources, the needs to responsibly manage these funds have increased. The proposed reclassified position of Senior Community Development Specialist – Grant Management will have oversight and management of the CDBG program as well as CEDO's cross-cutting federal requirements. This change will ensure that the City is strengthening its program and financial management of this and other important federal grants.

Increased responsibilities and skill sets resulted in changes to the position's job description. The work assigned to this role in the proposed job description is very specific and requires a high level of accountability, in line with most other grade 18 positions. A significant part of the City's relationship with HUD falls squarely on this position and the ability of the incumbent to go through the painstaking process of work that is almost 100% regulatory compliance driven. The Human Resources Department has regraded the position using the Willis Classification Guide, resulting in increasing the Grade from 17 to 18. Based on this grading, we propose moving forward with the proposed reclassification process at this time.

Organizational Parity

The role of the Senior Community Development Specialist – Grant Management is comparable to other City roles in the grade 18. Using the Willis Grading System and reviewing these additional duties this role is elevated to a higher level of responsibility and accountability. Similar to the Senior Accountant position in the Clerk Treasurer's office, Crime Scene Technician within the Burlington Police Department and the Grants Manager position for BCA, there is little supervision, an advanced level of autonomy as well as an elevated requirement for reporting accuracy. Other City roles that score comparably are Senior Plant Mechanic in the Water Division as well as Senior Payroll and Retirement Administrator. Positions that fall in to a grade 18 may require special professional certification, skills, or training.

Financial Impact

The result of this reclassification will be an approximate 5.04% increase in the FY24 salary of the current Community Development Specialist II – Grant Management from approximately \$64,980.21/year (Grade 17, Step 4) to approximately \$68,252.77/year (Grade 18, Step 3) and a retroactive payment of approximately \$403.35 which accounts for the 5.04% increase from the date of the original request for reclassification on July 1, 2023 through August 14, 2023. The total financial impact in FY23 for this increases is approximately \$3,249.01.

In FY24 this position has been funded through six federal grants constituting 95% of salary and benefits) with the balance of 5% coming from the general fund. This increase will be accomplished through reducing the general fund to 4%, decreasing CDBG to 67% and increasing other federal sources by 5%. Reducing the general fund percentage will save the City \$518.90 in FY24. Increases to the federal sources are funded by significant savings realized through the vacancy of the CEDO Housing Program Manager position. This position has been vacant since July 1, 2022 through July 31, 2023 and has resulted in savings of approximately \$118,937. This savings will more than make up for the increase through this proposed reclassification.

Requested Actions:

Board of Finance:

- Move to approve and recommend that the City Council approve the reclassification of the Community Development Specialist II – Grant Management position, from a Regular Service, Full-Time, Non-Exempt, Union, Grade 17 to the position of Senior Community Development Specialist – Grant Management, a Regular Service, Full-Time, Non-Exempt, Union, Grade 18.

City Council: A motion that the City Council approve the:

- Move to approve the reclassification of the Community Development Specialist II – Grant Management position, from a Regular Service, Full-Time, Non-Exempt, Union, Grade 17 to the position of Senior Community Development Specialist – Grant Management, a Regular Service, Full-Time, Non-Exempt, Union, Grade 18.

City of Burlington Job Description

Position Title: Senior Community Development Specialist– Grant Management
Department: Community and Economic Development
Reports to: Assistant Director of Grants and Finance
Pay Grade: 18 **Job Code:** TBD
Exempt/Non-Exempt: Non-Exempt **Union:** AFSCME

General Purpose:

This position is responsible for managing the City's Community Development Block Grant (CDBG) program within the Community and Economic Development Office (CEDO). This position will manage Burlington's CDBG-funded external community development programs, the CDBG financial budget, and cross-cutting federal regulations for CEDO's Grants and finance team. In addition to fiscal and programmatic oversight, this position will also provide support and resources to community partners.

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

- Manage Burlington's CDBG grants and provide support for CEDO's grant programs including but not limited to, HOME and Burlington Lead Program. Management includes but is not limited to federal regulation compliance, recordkeeping, background check implementation and oversight, timesheet review, reimbursement/invoice review and processing.
- Manage and oversee CDBG subrecipient programs. Lead the development of CDBG subrecipient contracts.
- Oversee, conduct, and serve as the CEDO primary point of contact for Environmental Reviews.
- Develop and coordinate trainings for the CDBG Citizen Advisory Board, CDBG sub-recipients, community partners, and City departments and staff as needed
- Coordinate and lead the preparation and submittal of the Annual Action Plan.
- Support in the preparation and submittal of the Consolidated Plan and the Consolidated Annual Performance and Evaluation Report (CAPER).
- Regularly manage and update IDIS which includes inputting activity data, funding activities, running reports and assisting with drawdowns and financial vouchers.
- Manage and oversee the CDBG financial budget that includes, but is not limited to, drafting the annual budget, reconciling the CDBG budget to New World and IDIS on a quarterly basis, create on an annual basis and maintain the CDBG financial tracker system
- Provide technical assistance and strategic planning support to community-based partners related to the CDBG grant program
- Train and coordinate the work of clerical staff and interns.

Commented [CC1]: I moved this bullet point below

- Lead in information gathering, record keeping, monitoring, data input and report generation for CDBG grants. Provide research support as requested for other federal and state grants. Researches/compiles grant and program data; coordinates document development/preparation and helps edits submissions for clarity and completeness; evaluates documents for compliance with grant programs; facilitates the submission process including copying and distribution through the use of mail, internet or other delivery means to meet deadline requirements.
- Manage and coordinate preparations for site visits and audits; preparation of special audit files, reports and other information as needed.
- Manage and coordinate the monitoring of CDBG sub recipients.
- Monitor grant activities to ensure compliance with federal and state regulations, focusing primarily on CDBG grant activities.
- Staff the Community Development and Neighborhood Revitalization Committee and support other public boards, committees and events as needed. This support includes, but is not limited to, circulate agendas; schedule meetings and meeting space; warn meetings; record, transcribe and distribute minutes; assure follow-through to meeting issues; maintain records and files; assist in developing and disseminating outreach materials, publicity and signage plans; facilitate communication with other City Departments.
- Participates and supports all key grant operations including tracking statistics, proper file documentation, strategic planning and program assessment/evaluation.
- Lead in maintaining CDBG department web page.
- Maintain general knowledge of staff and department policies, procedures and guidelines and provide general orientation to new staff members.
- Update and disseminate brochures and program information.
- Assist department staff with special projects.

Commented [CC2]: I moved this bullet point up and edited it

Non-Essential Job Functions:

- Other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's Degree in a related field and four years' experience in an office environment.
- Two years grant management experience preferred.
- Previous experience within a municipality or non-profit preferred.
- Computer proficiency in word processing, spreadsheets, database, web and desktop publishing applications required. Specific proficiency in Word, Excel, Access, Front Page, Publisher, PowerPoint and Adobe Acrobat preferred.
- Ability to be able to work in a team environment, while also being self-directed.
- Ability to adapt to changing job duties and be able to multi-task
- Ability to be able to assume administrative responsibility and carry out tasks with minimal instruction.
- Detail-oriented.
- Ability to be able to plan, organize and coordinate workload of self and subordinate(s).
- Ability to display excellent verbal and written communication skills.
- Ability to interact well with the public.

- Ability to be able to work evenings as required.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.

Ability to understand and comply with City standards, safety rules and personnel policies.

Physical & Mental/Reasoning Requirements; Work Environment:

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

☒ seeing	☒ ability to move distances	☐ lifting (specify)
☐ color perception	☐ within and between	☐ pounds
☐ (red, green, amber)	☐ warehouses/offices	☐ carrying (specify)
☒ hearing/listening	☐ climbing	☐ 10 pounds
☒ clear speech	☐ ability to mount and	☐ driving (local/over
☒ touching	☐ dismount forklift/truck	☐ the road)
☒ dexterity	☐ pushing/pulling	
☒ hand		
☒ finger		
☐ reading - basic	☐ math skills - basic	☒ analysis/comprehension
☒ reading - complex	☒ math skills - complex	☒ judgment/decision
☐ writing - basic	☒ clerical	☐ making
☒ writing - complex		
☐ shift work	☐ outside	☐ pressurized equipment
☒ works alone	☐ extreme heat	☐ moving objects
☒ works with others	☐ extreme cold	☐ high places
☒ verbal contact w/others	☐ noise	☐ fumes/odors
☒ face-to-face contact	☐ mechanical equipment	☒ hazardous materials
☒ inside	☐ electrical equipment	☐ dirt/dust

Supervision:

Directly Supervises: _____ Indirectly Supervises: _____

Disclaimer:

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

Approvals:

Department Head: _____ Date: _____

Page 4 of 4

Human Resources: _____ Date: _____

Revised 10/8/2020

City of Burlington Job Description

Position Title: ~~Senior~~ Community Development Specialist ~~H~~— Grant Management
Department: Community and Economic Development
Reports to: Assistant Director of ~~Administration~~ ~~Grants~~ and Finance
Pay Grade: 187 **Job Code:** TBD
Exempt/Non-Exempt: Non-Exempt **Union:** AFSCME

General Purpose:

This position is responsible for ~~providing administrative support for CEDO grant programs and administration managing the City's Community Development Block Grant (CDBG) program within the Community and Economic Development Office (CEDO). This position will administer manage Burlington's CDBG-funded external community development programs, manage the CDBG financial budget, and enforce cross-cutting federal regulations for CEDO's Grants and finance team. In addition to fiscal and programmatic oversight, this position will also provide support and resources to community partners.~~

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

- ~~Manage Burlington's CDBG grants and p~~ Provide administrative support for CEDO's grant programs including but not limited to, ~~CDBG grants~~, HOME and Burlington Lead Program. ~~Administrative Support Management~~ includes but is not limited to ~~federal regulation compliance~~, recordkeeping, background check implementation and oversight, timesheet review, reimbursement/invoice review and processing.
~~Manage and oversee CDBG sub-recipient programs. Lead the development of CDBG sub-recipient contracts.~~
- Oversee, conduct, and serve as the CEDO primary point of contact for Environmental Reviews.
- ~~Coordinate~~ Develop and coordinate trainings for the CDBG Citizen Advisory Board, ~~CDBG sub-recipients, community partners, and City departments and staff as needed~~
- ~~staff the Community Development and Neighborhood Revitalization Committee and support other public boards, committees and events as needed. This support includes, but is not limited to, circulate agendas; schedule meetings and meeting space; warn meetings; record, transcribe and distribute minutes; assure follow-through to meeting issues; maintain records and files; assist in developing and disseminating outreach materials, publicity and signage plans; facilitate communication with other City Departments.~~
- Coordinate and lead the preparation and submittal of the Annual Action Plan.

Commented [CC1]: I moved this bullet point below

- Support in the preparation and submittal of the Consolidated Plan and the Consolidated Annual Performance and Evaluation Report (CAPER).
- Regularly manage and update IDIS which includes inputting activity data, funding activities, running reports and assisting with drawdowns and financial vouchers with activity performance data.
- Manage and oversee the CDBG financial budget that includes, but is not limited to, drafting the annual budget, reconciling the CDBG budget to New World and IDIS on a quarterly basis, create on an annual basis and maintain the CDBG financial tracker system
- Provide technical assistance and strategic planning support to community-based partners related to the CDBG grant program
- Train and coordinate the work of clerical staff and interns.
- Assist-Lead in information gathering, record keeping, monitoring, data input and report generation for CDBG grants, federal and state grants. Provide research support as requested for other federal and state grants. Researches/compiles grant and program data; coordinates document development/preparation and helps edits submissions for clarity and completeness; evaluates documents for compliance with grant programs; facilitates the submission process including copying and distribution through the use of mail, internet or other delivery means to meet deadline requirements.
- ~~Assists with~~Manage and coordinates preparations for site visits and audits; ~~assists with the~~ preparation of special audit files, reports and other information as needed.
- ~~Prepare and assist with~~Manage and coordinate the monitoring of CDBG sub recipients. ~~Lead the monitoring of CDBG subrecipients.~~
- ~~Assist with the development of sub recipient contracts. Lead the development of CDBG subrecipients.~~
- Monitor grant activities to ensure compliance with federal and state regulations, focusing primarily on CDBG grant activities.
- Staff the Community Development and Neighborhood Revitalization Committee and support other public boards, committees and events as needed. This support includes, but is not limited to, circulate agendas; schedule meetings and meeting space; warn meetings; record, transcribe and distribute minutes; assure follow-through to meeting issues; maintain records and files; assist in developing and disseminating outreach materials, publicity and signage plans; facilitate communication with other City Departments.
-
- Participates and supports all key grant operations including tracking statistics, proper file documentation, strategic planning and program assessment/evaluation.
- Assist-Lead in maintaining CDBG department web page.
- Maintain general knowledge of staff and department policies, procedures and guidelines and provide general orientation to new staff members.
- Update and disseminate brochures and program information.
- Assist department staff with special projects.

Non-Essential Job Functions:

- Other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's Degree in a related field and ~~two-four~~ years' experience in an office environment.
- ~~Previous-Two years~~ grant management experience preferred.

Commented [CC2]: I moved this bullet point up and edited it

- Previous experience within a municipality or non-profit preferred.
- Computer proficiency in word processing, spreadsheets, database, web and desktop publishing applications required. Specific proficiency in Word, Excel, Access, Front Page, Publisher, PowerPoint and Adobe Acrobat preferred.
- Ability to be able to work in a team environment, while also being self-directed.
- Ability to adapt to changing job duties and be able to multi-task
- Ability to be able to assume administrative responsibility and carry out tasks with minimal instruction.
- Detail-oriented.
- Ability to be able to plan, organize and coordinate workload of self and subordinate(s).
- Ability to display excellent verbal and written communication skills.
- Ability to interact well with the public.
- Ability to be able to work evenings as required.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.

Ability to understand and comply with City standards, safety rules and personnel policies.

Physical & Mental/Reasoning Requirements; Work Environment:

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

☒ seeing	☒ ability to move distances	☐ lifting (specify)
☐ color perception	☐ within and between	☐ pounds
☐ (red, green, amber)	☐ warehouses/offices	☐ carrying (specify)
☒ hearing/listening	☐ climbing	☐ 10 pounds
☒ clear speech	☐ ability to mount and	☐ driving (local/over
☒ touching	☐ dismount forklift/truck	☐ the road)
☒ dexterity	☐ pushing/pulling	
☒ hand		
☒ finger		
☐ reading - basic	☐ math skills - basic	☒ analysis/comprehension
☒ reading - complex	☒ math skills - complex	☒ judgment/decision
☐ writing - basic	☒ clerical	☐ making
☒ writing - complex		
☐ shift work	☐ outside	☐ pressurized equipment
☒ works alone	☐ extreme heat	☐ moving objects
☒ works with others	☐ extreme cold	☐ high places
☒ verbal contact w/others	☐ noise	☐ fumes/odors
☒ face-to-face contact	☐ mechanical equipment	☒ hazardous materials
☒ inside	☐ electrical equipment	☐ dirt/dust

Supervision:

Directly Supervises: _____ Indirectly Supervises: _____

Disclaimer:

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

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Revised 10/8/2020

Board of Finance and City Council Submission Checklist

Department: CEDO Submitter: Todd Rawlings

Title/Subject: Reclassification of Community Development Specialist

	Approval:	Meeting Date:
☒	Board of Finance	8/7/2023
☒	City Council	8/14/2023
☐	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	7/28/2023	-
Mayor's Office informed and approved memo	Yes	8/3/2023	-
Board/Commission, if required	N/A	-	-
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	8/2/2023	Jared Pellerin
CAO has reviewed budget, financing, and memo	Yes	8/3/2023	-
Human Resources, if personnel action -Identify HR Manager in note	Yes	8/3/2023	Tim Clancy
CIO, if an IT-related investment/purchase	N/A	-	-

Materials Included

	Included?	Note
Final Memo Attached?	Yes	-
Contract Attached, if applicable?	N/A	-
Additional Materials, if necessary	Yes	Job Descriptions
Draft Resolution or Motion?	Yes	Motions in Memo
If for submission to Council, are sponsors identified?	N/A	-

Board of Finance and City Council Submission Checklist

Department: Business & Workforce Development Submitter: Samantha McGinnis and Kara Alnasrawi

Title/Subject: Winter Lighting RFP

	Approval:	Meeting Date:
☐	Board of Finance	
☐	City Council	Click or tap to enter a date.
☒	Concurrent	8/7/2023 BoF 8/14/2023 CC

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	7/5/2023	Director Alnasrawi
Mayor's Office informed and approved memo	Yes	7/31/2023	Click or tap here to enter text.
Board/Commission, if required	Yes	7/19/2023	Unanimously approved at 7/19/23 meeting
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	5/1/2023	Hayley McClenahan Approved with RFP
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	7/7/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	7/29/2023	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?	Yes	In RFP
Additional Materials, if necessary	Yes	RFP Submission
Draft Resolution or Motion?	Yes	In Memo
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.



MEMORANDUM

To: Board of Finance/City Council
From: Kara Alnasrawi, Director, Business & Workforce Development
Samantha McGinnis, Assistant Director, Business & Workforce Development
Date: August 7, 2023
Re: Church Street Marketplace Winter Holiday and Winter Lights – Authorization to Award Contract

REQUEST

The Church Street Marketplace seeks Board of Finance recommendation and City Council authorization to enter into a three-year contract, August 2023 – April 2026, with SavATree, LLC for installation of Winter Holiday and Winter Light services within the Marketplace District.

BACKGROUND

Every three years the Church Street Marketplace solicits bids for assistance with Winter Holiday and Winter lighting services.

The Church Street Marketplace annually secures a Christmas Tree for the Top Block of the Church Street Marketplace, that is needs lights installed in mid-November and removed in early January. In addition, lights are installed and replaced on a three-year cycle on the 75+ trees that line the Church Street Marketplace, plus at the intersections of Church St and Main St., College St., Bank St. and Cherry St.

The selected contractor provides services including installation and removal of 2,250+ light strands on a three-year cycle with maintenance in years 1 and 3; Support in securing, cutting and transporting the annual Christmas Tree for the Church Street Marketplace; Installing lights on the annual Christmas Tree on the Marketplace; Removing lights on the annual Christmas Tree on the Marketplace; Installing lights and garlands on the four intersections of the Church Street Marketplace at the intersections of Church St and Main St., College St., Bank St. and Cherry St.

FUNDING

The Church Street Marketplace funds its own budget through common area fees charged to property owners which are passed through to merchants. These fees will fund the entirety of this winter holiday and winter lighting contract. The award of this contract is subject to Church Street Commission approval at their July 19, 2023 meeting.

The Charter of the City of Burlington, states that the Church Street Marketplace is barred from using city services to maintain the street.

CONTRACTOR/BID SELECTION

One bid was received in response to our Invitation to Bid. The values of the bid are in Table 1 below:

Table 1 – Bid Results

Contractor	Bid year one (Fall 2023 to Summer 24)	Bid year two (Fall 2024 to Summer 2025)	Bid year three (Fall 2025 to Spring 2026)
SavATree, LLC	\$30,435.00	\$38,215.00	\$32,795.00

After consultation with Marketplace staff and thorough review of previous Winter Holiday and Winter Light services on Church Street SavATree, LLC was chosen. In particular, their exemplary past experiences working on the Marketplace were taken into consideration.

MOTIONS

The Church Street Marketplace respectfully requests that the Board of Finance and City Council approve the following motions:

Board of Finance:

To approve and recommend that the City Council authorize the Director of the Church Street Marketplace to execute a three-year contract with SavATree, LLC for Winter Holiday and Winter Light services for a total authorized amount not to exceed \$101,445 subject to final review and approval by the City Attorney's Office.

City Council:

To authorize the Director of the Church Street Marketplace to execute a three-year contract with SavATree, LLC for Winter Holiday and Winter Light services for a total authorized amount not to exceed \$101,445 subject to final review and approval by the City Attorney's Office.

CITY OF BURLINGTON

Request for Proposals

City of Burlington, Vermont

Issued: May 15, 2023

Questions Due By: May 22, 2023

Answers Posted By: May 25, 2023

Proposals Due: June 7, 2023

I. PROJECT BACKGROUND

The Church Street Marketplace is seeking proposals for installation of Winter Holiday and Winter Lights on the Church Street Marketplace District (Church Street between Main & Pearl Streets). The Church Street Marketplace intends to enter a three-year contract for services beginning Summer 2023 and expiring after Spring 2026.

II. ATTACHMENTS

- A. Exhibit A: Scope of Work
- B. Exhibit B: City of Burlington Draft Agreement
- C. Exhibit C: City of Burlington Standard Contractor Conditions
- D. Exhibit D: Burlington Livable Wage Ordinance Certification
- E. Exhibit E: Burlington Outsourcing Ordinance Certification
- F. Exhibit F: Burlington Union Deterrence Ordinance Certification

Bid documents include this main body of the request for proposals and all exhibits.

I. SCOPE OF WORK

The Selected Contractor will be expected to complete all work as outlined in the Scope of Work, Attachment A to this RFP.

III. RESPONSE FORMAT

Interested Contractors should complete the cost quote forms on pages 3, 4 and 5 of the Scope of Work, Attachment A. The successful bidder must possess all licenses required to operate machinery.

IV. CONTRACTOR SELECTION

Marketplace staff, including the Executive Director and the Foreman, will review the proposals and determine which, if any, contractor will be awarded the contract.

The Church Street Marketplace reserves the right to obtain clarification of any point in a bidder's proposal or to obtain additional information necessary to properly evaluate a proposal. Failure of

a bidder to respond to such a request for additional information or clarification may result in rejection of the bidder's proposal. Bidders who submit qualifying proposals may be asked to for an interview.

No proposal will be considered accepted until all necessary City authorizations, including those required by Board of Finance and City Council if necessary, have been received and an agreement is executed by both parties.

V. **SUBMISSIONS**

Questions can be submitted through email to Director Kara Alnasrawi at the e-mail below by May 22, 2023. Responses will be posted on the Church Street Marketplace website, www.churchstmarketplace.com, by May 25, 2023.

To be considered, please submit an electronic copy by 6:00 p.m. EST on June 7, 2023 to:

Kara Alnasrawi
Executive Director
Church Street Marketplace
kalnasrawi@burlingtonvt.gov

Late submissions will not be accepted for consideration.

VI. **CONTRACTING**

The Contractor, prior to being awarded a contract, shall apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1101, PH: 802-828-2363, Toll-free: 800-439-8683; Vermont Relay Service – 711; web site: <https://www.sec.state.vt.us/>. The contract will not be executed until the Consultant is registered with the Secretary of State's Office. The successful Consultant will be expected to execute sub-agreements for each sub-consultant named in the proposal upon award of this contract.

Prior to beginning any work, the Consultant shall obtain Insurance Coverage in accordance with the Burlington Standard Contractor Conditions (attachment C in this RFP). The certificate of insurance (COI) coverage shall be documented on forms acceptable to the City.

VII. **AGREEMENT REQUIREMENTS**

The selected contractor will be required to execute a contract with the City on the terms and conditions required by the City, including but not limited those in the Burlington Contractor Conditions (Attachment C) and the attached Draft Agreement (Attachment B).

VIII. **LIMITATIONS OF LIABILITY**

The City assumes no responsibility or liability for costs incurred by parties responding to this Request for Proposals.

IX. COSTS ASSOCIATED WITH PROPOSAL

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

X. INDEMNIFICATION

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

XI. REJECTION OF PROPOSALS

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

XII. OWNERSHIP OF DOCUMENTS

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

XIII. PUBLIC RECORDS

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

XIV. DUTY TO INFORM CITY OF BID DOCUMENT ERRORS

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

XV. PUBLIC HEALTH EMERGENCIES

Bidders are advised that public health emergencies, as declared by the City, the State of Vermont, or the Federal Government, including the current pandemic of Novel Coronavirus (COVID-19), may introduce significant uncertainty into the project, including disruption of timelines or revised practices. Contractors shall consider public health emergencies as they develop project schedules and advance the work.

While the Contractor is responsible for ensuring that the project or site is stable and in a safe and maintainable condition, the City will have the right to inspect all preparatory, in-progress, and final work to ensure compliance with health and safety standards and may at any time require the Contractor to stop work until it becomes compliant.

If a public health emergency is declared, the City will not be responsible for any delays related to the sequence of operations or any expenses or losses incurred as a result of any delays. Any delays related to public emergencies, including the current pandemic of Novel Coronavirus (COVID-19), will be excusable, but will not be compensable.

EXHIBIT A

SCOPE OF WORK

I. ABOUT CHURCH STREET AND ITS LIGHTING PROGRAMS

The Church Street Marketplace is composed of four blocks:

1. City Hall Block - Church Street between Main and College Streets
2. Second Block - Church Street between College and Bank Streets
3. Mall Block - Church Street between Bank and Cherry Streets
4. Top Block - Church Street between Cherry and Pearl Streets

There are 78 trees on these four blocks of the Church Street Marketplace. The selected lighting contractor will be responsible for decorating all the trees with light strands, using at a minimum a required two workers and a bucket truck. There are also four intersections with steel cables which are intermittently decorated with lights and annually decorated with garland.

Every Christmas the Church Street Marketplace installs a 40-45 foot blue spruce tree on the Top Block of Church Street. The tree is donated by a local family or business. The Marketplace team retrieves the tree with the help of an additional contractor, and transport it to the Top Block of Church Street. Once the tree is secured in its base on the Top Block, the selected contractor will decorate the tree with at least 250 light strands – strands are installed vertically, spaced about 1 inch apart. The selected contract will need to use at a minimum a required two workers and a bucket truck.

II. SCOPE OF WORK

The Contractor will complete the following tasks and all tasks included in Contractor's Cost Quote:

1. Bucket Truck Installations for Winter Holiday Lights. This task Includes:

- A) Remove lights from 78 TREES on all four blocks prior to the 2024 Winter Holiday installation.
- B) Stringing new lights on 78 TREES on all four blocks for the 2024 Winter Holidays and occasional maintenance as needed;
- C) Assisting CSM in securing Christmas tree at private residence in Greater Burlington Area, including cutting down the tree, grinding the stump, and stringing the tree with lights;
- D) Removing lights from Christmas tree and removing tree from Church Street by the end of the first week of January;

III. CONTRACTOR'S COST QUOTE

BUCKET TRUCK INSTALLATIONS FOR WINTER LIGHTS					
<i>What and Where</i>	<i>When does this work occur</i>	<i>Which years</i>	<i>What equipment & staff are required</i>	<i>Description of Work. Approximate # of light strands installed.</i>	<i>Write your individual quotes for A) B) C) D) & E) plus total</i>
A) REMOVE OLD AND REPLACE LIGHTS ON ALL TREES on all four blocks of Church Street. See description of all trees and their locations in section IV.	October - November	YEAR 2 And general maintenance other years	This job requires a BUCKET TRUCK and two workers.	Removing and Installing 50' Length warm white LED light strands on all 78 trees along the Marketplace. Approximate # of light strands: 2,250+	\$
B) HELPING CSM SECURE a Blue Spruce Christmas Tree from Private Home in Greater Burlington Area	Tree Friday BEFORE Black Friday	YEARS 1, 2, 3	This job requires chainsaw and two workers who are experienced working with a large rigger.	Assist Marketplace Staff and transportation company on the Friday morning that is one week before "Black Friday." From 8 AM -12 Noon. Help secure the Marketplace's annual Christmas tree from a private home in the greater Burlington area by October 15th; cut down the tree and grind out the tree stump; help with installation on the Marketplace with CSM and transportation company.	\$
C) INSTALLING LIGHTS ON MARKETPLACE CHRISTMAS TREE	Week before THANKSGIVING	YEARS 1,2,3	This job requires a BUCKET TRUCK and two workers.	Install LED lights on the 40'- 45' Marketplace Christmas Tree. Lights must be completed installation by the Wednesday before Thanksgiving.	\$
D) REMOVING LIGHTS FROM CHRISTMAS TREE AND REMOVING TREE from Church Street by the end of the first week of January	First week of January	YEARS 1, 2, 3	Chain Saw, Crew, Chipper	Remove all lights from Top of the Block Christmas Tree and remove large 40' - 45' Christmas Tree. Requires one full day, two crew members.	\$
E) INSTALLING LIGHT STRANS AND GARLAND ON STEEL CABLES AT INTERSECTIONS of Church St. and Main St., College St., Bank St., and Cherry St.	Two weeks prior to Thanksgiving	Garland YEARS 1, 2, 3 Lights as requested	This job requires a BUCKET TRUCK and one worker.	Requires on full day, one crew member	\$
YOUR TOTAL COST					\$

IV. DESCRIPTION OF CHURCH STREET MARKETPLACE TREES, BY BLOCK PLUS # OF LIGHT STRANDS REQUIRED PER TREE

The locations and descriptions of the trees and lights requirements are estimates and may be subject to modification.

PEARL STREET				PEARL STREET	
WEST SIDE OF CHURCH STREET				EAST SIDE OF CHURCH STREET	
Location of Tree	# of Light Strands per tree			# of Light Strands per tree	Location of Tree
S.W. corner of Church & Pearl.	N/A			N/A	SE corner of Church & Pearl Streets
Between Athleta and Black Diamond	12			15	In front of Danform Shoes – North side
In front of Black Diamond – North side	16			14	In front of Danform Shoes – South side
In front of Black Diamond – South side	12			12	In front of E.B. Strong
In front of Tina’s Home Design	16			13	In front of Crow Bookshop
between Tina’s Home Design and Underground Closet	24			20	In front of Halvorson’s
At Underground Closet	16			13	At Earthbound Trading
At Urban Outfitters	16			15	At Posh Nails
in front of lululemon	12			15	Between Posh Nails & Wild Lark
At CVS	10			13	In front of Ben & Jerry's
Corner of Church & Cherry @ CVS entrance	10			10	N.E. Corner of Church and Cherry
On Cherry St @N.E. corner, Church & Cherry. @Cherry Street entrance to CVS	50			50	On CHERRY ST @ Ben & Jerry’s ... N.E. corner of Church & Cherry
TOTALS	194		TOTALS	190	

CHERRY STREET				CHERRY STREET
WEST SIDE OF CHURCH STREET				EAST SIDE OF CHURCH STREET
Location of Tree	# of Light Strands per tree		# of Light Strands per tree	Location of Tree
On S.W. corner of Church & Cherry Streets	30		40	Between Dear Lucy and Pokeworks
Outdoor Gear Exchange – Northern most portion of business	30		15	In front of Fjallraven
Outdoor Gear Exchange – Southern most portion of business	50		10	In front of Homeport
In front of Outdoor Gear Exchange	10		15	In front of Banana Republic
In front of Lovermont802	15		10	In front of Helly Hansen
In front of Hatley	50		50	In front of Kiss the Cook
In front of 61 Church Street	40		40	In front of Karlise Jewelers, near N.E. corner of Church & Bank
In front of Ken's Pizza	50			
In front of Monelle	40			
At N.W. Corner of Church & Bank Intersection	10			
TOTALS	325		TOTALS	180

BANK STREET				BANK STREET
WEST SIDE OF CHURCH STREET				EAST SIDE OF CHURCH STREET
Location of Tree	# of Light Strands per tree		# of Light Strands per tree	Location of Tree
Bank Street near S.W. corner of Bank and Church Streets	40		40	Between Body Shop and TD Bank ATM
S.E. corner of Church and Bank Streets near Ecco	10		10	Between Saratoga Olive Oil & Free People
In front of Ecco	30		30	In front of Thorn + Roots
In front of Frog Hollow	15		15	In front of Thorn + Roots
			30	In front of Thorn + Roots
In front of Ten Thousand Villages	20		40	In front of Jess Boutique
In front of Garcia's Tobacco	50		40	In front of Expressions
In front of Sox Market	30		20	In front of Tradewinds
In front of Optical Center	40		20	Between Tradewinds and Lipa's
Between Danforth Pewter and	50		50	In front of Northfield Savings Bank
At Leunig's, corner of college and Church Streets	40		50	N.E. Corner of College & Church
TOTALS	325	TOTALS	345	

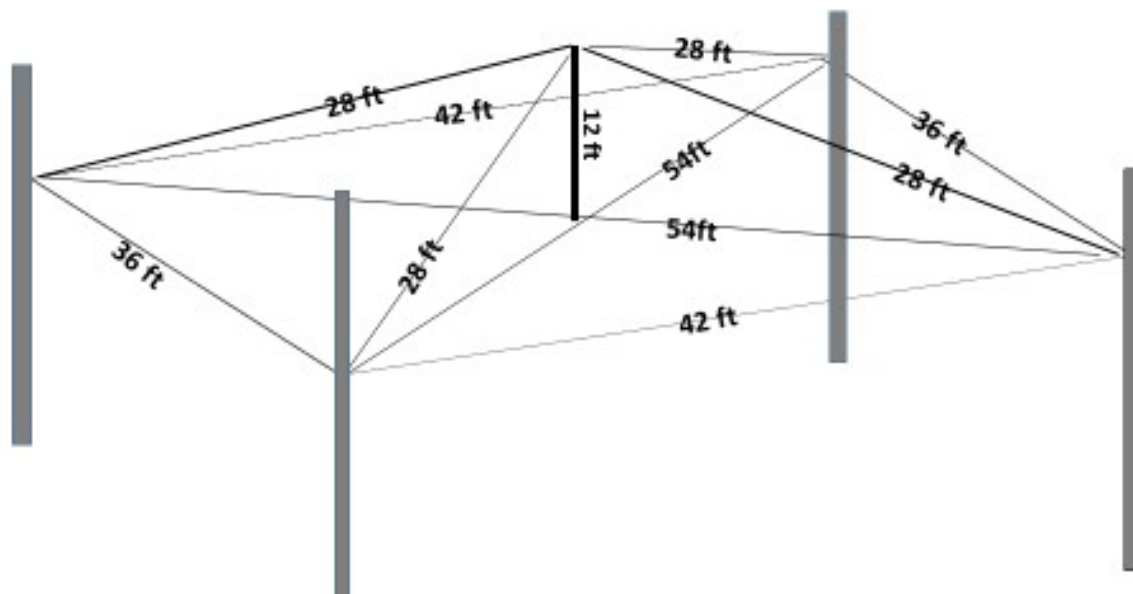
COLLEGE STREET				COLLEGE STREET
WEST SIDE OF CHURCH STREET				EAST SIDE OF CHURCH STREET
Location of Tree	# of Light Strands per tree		# of Light Strands per tree	Location of Tree
On College Street in front of MK Clothing at S.W. corner of College & Church	40		15	In front of Pascolo Ristorante – North side
In front of MK Clothing	15		15	In front of Pascolo – South side
Between MK Clothing and RiRa	15		10	In front of Maven, Global Pathways
Between RiRa and Von Bargaen's	15		30	In front of Ake's Place
In front of entrance to 131 Church	15		20	In front of 136 Church Street
Between Burlington City Arts and Von Bargaen's Jewelers	15		20	In front of Gaku Ramen
In front of City Hall Flower Bed North	15		20	In front of Full Tank
City Hall Flower Bed North – Tree #1	10		50	In front of Earth Prime Comics, next to Honey Road Restaurant
City Hall Flower Bed North – Tree #2	10			
In front of City Hall South Flower Bed, closest to Church & Main intersection	10			
City Hall Flower Bed South – Tree #1	15			
City Hall Flower Bed South – Tree #2	15			
TOTALS	325	TOTALS	180	

VI. INTERSECTIONS WITH STEEL CABLES

INTERSECTIONS WITH STEEL CABLES	TOTAL feet of Light Strands to String	TOTAL # of Light Bulbs to Change Out 28 foot
MAIN STREET INTERSECTION	216	93
COLLEGE STREE INTERSECTION	388	166
BANK STREET INTERSECTION	548	235
CHERRY STREET INTERSECTION	548	235
TOTAL	1,700	729

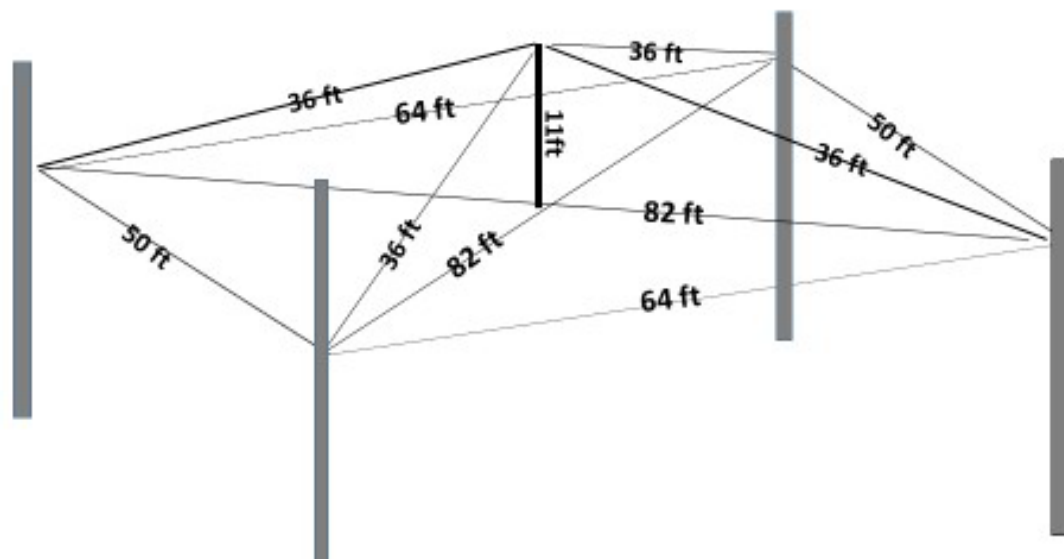
28 feet X 4 = 112
42 feet x 2 = 84
54 feet x 2 = 108
36 feet x 2 = 72
12 feet
TOTAL FEET: 388

Church & College Intersection



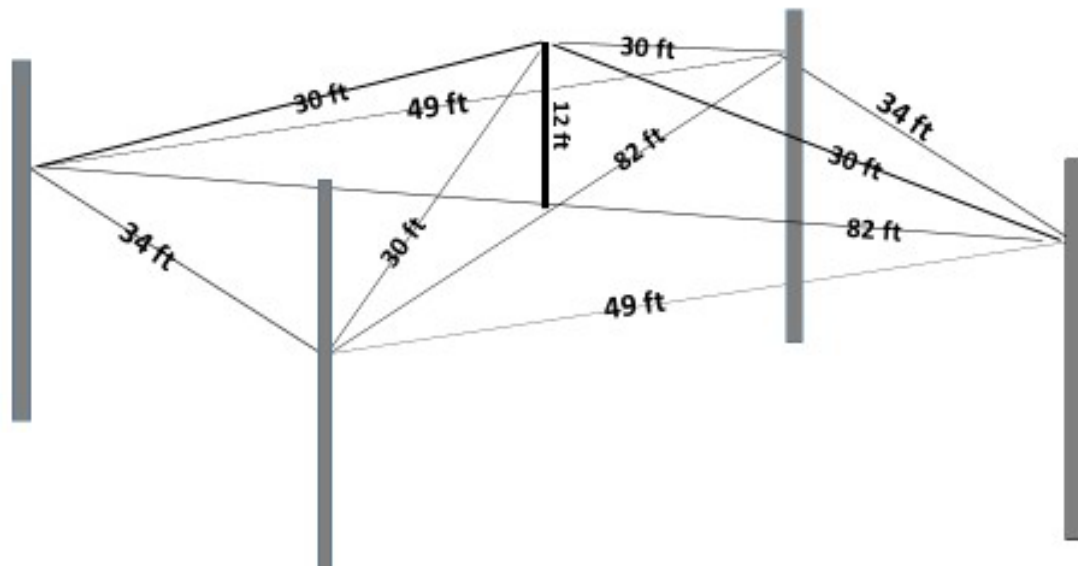
36 feet X 4 = 144
64 feet x 2 = 128
50 feet x 2 = 100
82 feet x 2 = 164
12 feet
TOTAL FEET: 548

Church & Bank Intersection



30 feet X 4 = 144
 49 feet x 2 = 128
 34 feet x 2 = 100
 82 feet x 2 = 164
 12 feet
TOTAL FEET: 548

Church & Cherry Intersection



VII. INSTALLATION OF LIGHTS IN LARGE TREES

Set up begins in mid-October and must be completed on the Monday before Black Friday (Black Friday is the Friday immediately following Thanksgiving Day and official kick-off of the Holiday season.) FOR LARGE TREES, person in bucket passes new light strand to person in tree. Person in tree PLUGS strand into electrical outlet. Person in bucket drops strand over canopy, letting the extra dangle at the tree canopy. Then, person in bucket grabs extra length and brings strand back towards the middle on the outside of the tree canopy. We call this process the “Fireworks” look.

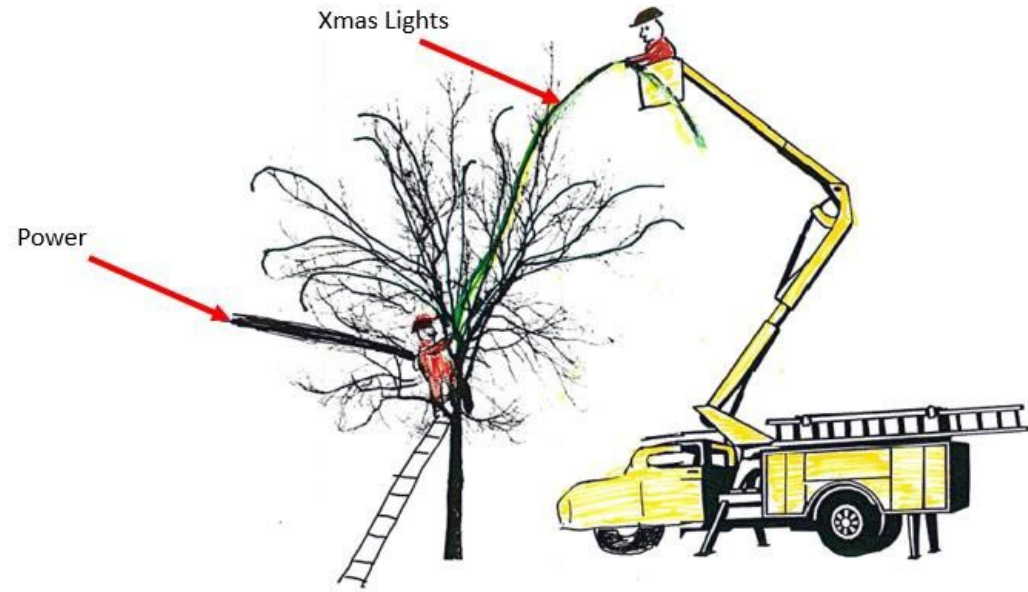


EXHIBIT B

CITY OF BURLINGTON DRAFT CONSTRUCTION CONTRACT

This Agreement (“Agreement”) is entered into by and between the City of Burlington, Vermont by and through the Church Street Marketplace (“the City”), and _____ (“Contractor”), a Vermont corporation located at _____.

Contractor and the City agree to the terms and conditions of this Agreement.

1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Agreement Documents”** means all the documents identified in §4 of this Agreement.
- B. **“Effective Date”** means the date on which this Agreement is approved and signed by the City, as shown on the signature page.
- C. **“Party”** means the City or Contractor and **“Parties”** means the City and Contractor.
- D. **“Work”** means the services described in §5 of this Agreement, along with the specifications contained in the Agreement Documents as defined in §4 below.
- E. **“Public Health Emergency”** means public health emergencies, as declared by the City, the State of Vermont, or the Federal Government.

2. RECITALS

- A. **Authority.** Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party’s obligations have been duly authorized.
- B. **Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Agreement.
- C. **Purpose.** The City seeks to employ the Contractor to provide holiday, summer, and winter lighting services within the Church Street Marketplace District.

3. EFFECTIVE DATE, TERM, AND TERMINATION

- 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 to pay Contractor for any

performance or expense incurred before the Effective Date or after the expiration or termination of this Agreement.

- B. Term.** This Agreement and the Parties' respective performance shall commence on the Effective Date and expire on _____, 2023 or upon the satisfaction of the City, unless sooner terminated as provided herein.

4. AGREEMENT DOCUMENTS

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

The following documents constitute the Agreement Documents:

Attachment A: Request for Proposals dated May 2023

Attachment B: Contractor's Response to Request for Proposals dated _____ 2023

Attachment C: Burlington Standard Conditions

Attachment D: Burlington Livable Wage Ordinance Certification

Attachment E: Burlington Outsourcing Ordinance Certification

Attachment F: Burlington Union Deterrence Ordinance Certification

Attachment G: Contractor's Certificate of Insurance

5. SCOPE OF WORK

The Contractor shall perform the services listed in Attachments A (Request for Proposals) and B (Contractor's Bid and Work Plan).

6. PAYMENT FOR SERVICES

- A. Amount.** The City shall pay the Contractor for completion of the Work in accordance with Attachment B (Contractor's Response to Request for Proposals) [or as follows: _____]

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

- B. Payment Schedule.** The City shall pay the Contractor in the manner and at such times as set forth in the Agreement Documents [or as follows: _____]. The City seeks to make payment within thirty days of receipt of an invoice and any backup documentation requested under §6D below.

- C. Maximum Limiting Amount.** The total amount that may be paid to the Contractor for all services and expenses under this Agreement shall not exceed the maximum limiting

amount of \$ _____. The City shall not be liable to Contractor for any amount exceeding the maximum limiting amount without duly authorized written approval.

- D. Invoice.** Contractor shall submit one copy of each invoice, including rates and a detailed breakdown by task for each individual providing services, and backup documentation for any equipment or other expenses to the following:

Kara Alnasrawi
Executive Director
Church Street Marketplace
131 Church St. Suite 209
Burlington, VT 05401
(802) 238-1910
kalnasrawi@burlingtonvt.gov

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

- E. Non-Appropriation.** The obligations of the City under this Agreement are subject to annual appropriation by the Burlington City Council. If no funds or insufficient funds are appropriated or budgeted to support continuation of payments due under this Agreement, the Agreement shall terminate automatically on the first day of the fiscal year for which funds have not been appropriated. The Parties understand and agree that the obligations of the City to make payments under this Agreement shall constitute a current expense of the City and shall not be construed to be a debt or a pledge of the credit of the City. Agreement. The decision whether or not to budget and appropriate funds during each fiscal year of the City is within the discretion of the Mayor and City Council of the City.

The City shall deliver written notice to Contractor as soon as practicable of any non-appropriation, and Agreement Contractor shall not be entitled to any payment or compensation of any kind for work performed after the City has delivered written notice of non-appropriation.

7. COMPLIANCE WITH LAWS

The Parties, and any subcontractors approved under this Agreement, shall comply with all applicable laws, statutes, ordinances, rules, regulations, and/or requirements of federal, state, and local governments and agencies thereof.

8. BINDING EFFECT AND CONTINUITY

This Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective heirs, successors, representatives, and assigns. If a dispute arises between the Parties, each Party will continue to perform its obligations under this Agreement during

the resolution of the dispute, until the Agreement is terminated in accordance with its terms.

9. SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement or the Agreement Documents shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

10. ENTIRE AGREEMENT

This Agreement, including the Agreement Documents, constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein or pursuant to Attachment C, Section 18.

11. NO THIRD PARTY BENEFICIARIES

This Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than 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 rights for such third parties.

12. ASSIGNMENT

Contractor shall not sublet or assign this Work, or any part of it, without the written consent of the City. If any subcontractor is approved, Contractor shall be responsible and liable for all acts or omissions of that subcontractor for any Work performed. If any subcontractor is approved, Contractor shall be responsible to ensure that the subcontractor is paid as agreed and that no lien is placed on any City property.

13. WAIVER

A Party'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, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

14. FORCE MAJEURE

Neither Party to this Agreement shall be liable to the other for any failure or delay of performance of any obligation under this Agreement to the extent the failure or delay is

caused by acts of God, public health emergencies, epidemics, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not under its control (“Force Majeure”). To assert Force Majeure, the nonperforming party must prove that a) it made all reasonable efforts to remove, eliminate, or minimize the cause of delay or damage, b) diligently pursued performance of its obligations, c) substantially fulfilled all obligations that could be fulfilled, and d) timely notified the other part of the likelihood or actual occurrence of a Force Majeure event.

15. PUBLIC HEALTH EMERGENCY

- A. Contractor is advised that public health emergencies, as declared by the City, the State of Vermont, or the Federal Government, including the current pandemic of Novel Coronavirus (COVID–19), may introduce significant uncertainty into the project. Contractor must comply with all local, state, federal orders, directives, regulations, guidance, advisories during a public health emergency. Contractor shall adhere to the below provisions and consider public health emergencies as they develop project schedules and advance the work.
- B. Enforcement & Stoppage of Work. If Contractor fails to comply with any local, state, federal orders, directives, regulations, guidance, or advisories during a public health emergency, the City may stop Work under the Contract until such failure is corrected. Such failure to comply shall constitute breach of the Agreement pursuant to Section 21 (City’s Option to Terminate). The City shall have sole discretion in determining if Contractor is compliant with the above.

Upon stoppage of work, the City may allow Work to resume, at a time determined by the City, under this Agreement if such failure to comply is adequately corrected. The City shall have sole discretion in determining if Contractor has adequately corrected its failure to comply with the above. Upon any resumption of Work, the Parties shall negotiate in good faith an equitable adjustment to reflect the reasonable impacts on Contractor resulting from such Work stoppage.

If Contractor’s breach of Agreement has not been cured within fourteen (14) days after commencement of such Work stoppage, then City shall be entitled to terminate this Contract pursuant to Section 22.2 (City’s Option to Terminate, Termination for Cause).

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

16. CHOICE OF LAW

Vermont law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision rendered null and void by operation of this provision shall not invalidate the remainder of this Agreement to the extent capable of execution.

17. JURISDICTION

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Vermont.

18. ARM'S LENGTH

This Agreement has been negotiated at arm's length, and any ambiguity in any of its terms or provisions shall be interpreted in accordance with the intent of the Parties and not against or in favor of either the City or Contractor.

19. SECTION HEADINGS

The section heading of this Agreement, including its Attachments, are for convenience of reference only and do not modify or restrict the terms of the Agreement.

— Signatures follow on the next page —

20. SIGNATURE

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

Contractor Business Name By: _____ Name Title Date: _____

City of Burlington (Church Street Marketplace) By: _____ Kara Alnasrawi Executive Director, Church Street Marketplace Date: _____
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**EXHIBIT C:
BURLINGTON STANDARD CONTRACT CONDITIONS
FOR CONTRACTORS**

1. DEFINITIONS:

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

2. REGISTRATION: The Contractor agrees to be registered with the Vermont Secretary of State’s office as a business entity doing business in the State of Vermont at all times this Contract is effective. This registration must be complete prior to Contract execution.

3. INSURANCE: Prior to beginning any work, the Contractor shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater (www.ambest.com). The certificate of insurance coverage shall be documented on forms acceptable to the City. Compliance with minimum limits and coverage, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the City, must be received prior to the Effective Date of the Contract. The insurance policies shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the City. If this Contract extends to more than one year, evidence of continuing coverage must be submitted to the City on an annual basis. Copies of any insurance policies may be required. Each policy (with the exception of professional liability and worker’s compensation) shall name the City as an additional insured for the possible liabilities resulting from the Contractor’s actions or omissions. The liability insurance furnished by the Contractor is primary and non-contributory for all the additional insured.

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

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

- A. General Liability And Property Damage: With respect to all operations performed by the Contractor, sub-contractors, agents or workers, it is the Contractor’s responsibility to

ensure that general liability insurance coverage, on an occurrence form, provides all major divisions of coverage including, but not limited to:

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

Coverage limits shall not be less than:

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

B. Workers' Compensation: With respect to all operations performed, the Contractor shall carry workers' compensation insurance in accordance with the laws of the State of Vermont and ensure that all sub-contractors carry the same workers' compensation insurance for all work performed by them under this Contract. Minimum limits for Employer's Liability:

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

C. Professional Liability Insurance:

1. General: The Consultant/Contractor shall carry appropriate professional liability insurance covering errors and omissions made during their performance of contractual duties with the following minimum limits:

(a) \$3,000,000 - Annual Aggregate

(b) \$2,000,000 - Per Occurrence

2. Deductibles: The Contractor is responsible for any and all deductibles.
3. Coverage: Prior to performing any work, the Contractor shall provide evidence of professional liability insurance coverage defined under this section. In addition, the Contractor shall maintain continuous professional liability coverage for the period of the Contract and for a period of five years following substantial completion of construction.

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

E. Valuable Papers And Records Insurance: The Contractor shall carry valuable papers insurance in a form and amount sufficient to ensure the restoration or replacement of any plans, drawings, field notes, or other information or data relating to the work, whether supplied by the City or developed by the Contractor, sub-contractor, worker, or agent, in the event of loss, impairment, or destruction. Such coverage shall remain in force until the final plans as well as all related materials have been delivered by the Contractor to, and accepted by, the City. Unless otherwise provided, Valuable Papers and Records Insurance shall provide coverage on an “individual occurrence” basis with limits in the amount of one hundred and fifty thousand dollars (\$150,000) when the insured items are in the Contractor’s possession, and in the amount of forty thousand dollars (\$40,000) regardless of the physical location of the insured items.

F. Umbrella Liability:

1. \$1,000,000 Each Event Limit
2. \$1,000,000 General Aggregate Limit

4. **CONFLICT OF INTEREST:** The Contractor shall disclose in writing to the City any actual or potential conflicts of interest or any appearance of a conflict of interest by the Contractor, its employees or agents, or its sub-contractors, if any.
5. **PLANS, RECORDS, AND AVAILABLE DATA:** The City agrees to make available, at no charge, for the Contractor’s use all available data related to the Contract including any preliminary plans, maps, drawings, photographs, reports, traffic data, calculations, EDM, valuable papers, topographic survey, utility location plats, or any other pertinent public records.
6. **PERSONNEL REQUIREMENTS AND CONDITIONS:** The Contractor shall employ only qualified personnel with appropriate and valid licensure, to the extent a license is required for the work performed. The City shall have the right to approve or disapprove key personnel assigned to administer activities related to the Contract.

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

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

City.

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

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

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

for the purposes of inspection, accounting, and auditing, and the Contractor shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Contractor shall permit the City or representative for the City the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Contractor pursuant to the Contract, as well as any preparatory work, work-in-progress, or completed work at a field site, where applicable.

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

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

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

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

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

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

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

15. APPEARANCES:

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

explain and defend its contractual services covered under the Contract.

The Contractor shall perform any liaison that the City deems necessary for the furtherance of the work and participate in conferences with the City, at any reasonable time, concerning interpretation and evaluation of all aspects covered under the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

21. PUBLIC HEALTH EMERGENCY:

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

B. Creation of Public Health Emergency Plan: For any work performed on-site at a City location, the Contractor shall create a public health emergency plan acceptable to the City.

The Contractor shall be responsible for following this plan and ensuring that the project or site is stable and in a safe and maintainable condition.

- a. Public Health Emergency Plan: The Public Health Emergency Plan will contain:
 - i. Measures to manage risk and mitigate potential impacts to the health and safety of the public, the City and Contractor's workers;
 - ii. Explicit reference to any health and safety performance standards and mandates provided by the City, the State of Vermont, the Federal government, or other relevant governmental entities;
 - iii. A schedule for possible updates to the plan as standards and mandates change; and
 - iv. Means to adjust the schedule and sequence of work should the emergency change in nature or duration.
 - b. Review and Acceptance of Plan:
 - i. Contractor must provide the plan to the City by the Effective Date of this Contract or by one (1) week prior to the commencement of on-site activities, whichever is later.
 - ii. The City shall have sole discretion to require changes to the plan.
 - iii. The City may revisit the plan at any time to verify compliance with obligations that arise under a state of emergency.
- C. Enforcement & Stoppage of Work: Contractor fails to comply with either 1) the approved public health emergency plan, or 2) any local, state, federal orders, directives, regulations, guidance, or advisories during a public health emergency, the City may stop Work under the Contract until such failure is corrected. Such failure to comply shall constitute a breach of the Contract.
- Upon stoppage of work, the City may allow Work to resume, at a time determined by the City, under this Contract if such failure to comply is adequately corrected. The City shall have sole discretion in determining if Contractor has adequately corrected its failure to comply with the above.
- If Contractor's breach of Contract has not been cured within seven (7) days after notice to stop Work from the City, then City may terminate this Contract, at its discretion.
- D. City Liability Relating to Potential Delays: If a public health emergency is declared, the City will not be responsible for any delays related to the sequence of operations or any expenses or losses incurred as a result of any delays. Any delays related to a public health emergency will be excusable, but will not be compensable.
- 22. FORCE MAJEURE**: Neither Party to this Contract shall be liable to the other for any failure or delay of performance of any obligation under this Contract to the extent the failure or delay is caused by acts of God, public health emergencies, epidemics, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other

circumstances for which it is not responsible or which is not under its control (“Force Majeure”). To assert Force Majeure, the nonperforming party must prove that a) it made all reasonable efforts to remove, eliminate, or minimize the cause of delay or damage, b) diligently pursued performance of its obligations, c) substantially fulfilled all obligations that could be fulfilled, and d) timely notified the other part of the likelihood or actual occurrence of a Force Majeure event. If any such causes for delay are of such magnitude as to prevent the complete performance of the Contract within two (2) years of the originally scheduled completion date, either Party may by written notice request to amend or terminate the Contract. The suspension of any obligations under this section shall not cause the term of this Contract to be extended and shall not affect any rights accrued under this Contract prior to the occurrence of the Force Majeure. The Party giving notice of the Force Majeure shall also give notice of its cessation.

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

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

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

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

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

- 25. RETURN OF MATERIALS:** Contractor agrees that at the expiration or termination of this Contract, it shall return to City all materials provided to it during its engagement on behalf of City.
- 26. ACCEPTANCE OF FINAL PAYMENT; RELEASE:** Contractor's acceptance of the final payment shall be a release in full of all claims against the City or its agents arising out of or by reason of the Work. Any payment, however, final or otherwise, shall not release the Contractor or their sureties from any obligations under the Contract Documents or any performance or payment bond.
- 27. OWNERSHIP OF THE WORK:** The Contractor agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the Contractor, hereafter referred to as "instruments of professional service", shall become the property of the City as they are prepared and/or developed during execution of the Contract. The Contractor agrees to allow the City access to all "instruments of professional service" at any time. The Contractor shall not copyright any material originating under the Contract without prior written approval of the City. No publications or publicity of the work, in part or in total, shall be made without the express written agreement of the City, except that Contractor may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.
- 28. PROPRIETARY RIGHTS:** The Parties under the Contract hereby mutually agree that, if patentable discoveries or inventions should result from work performed by the Contractors under the Contract, all rights accruing from such discoveries or inventions shall be the sole property of the Contractor. The Contractor, however, agrees to and does hereby grant to the City an irrevocable, nonexclusive, non-transferable, and royalty-free license to the manufacture, use, and disposition of any discovery or invention that may be developed as a part of the Work under the Contract.
- 29. PUBLIC RECORDS:** The Contractor understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled is solely within the purview of City. The Contractor shall identify all records that it considers to be trade secrets as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act and shall also identify all other records it considers to be exempt under the Act. It is not sufficient to merely state generally that the record is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.
- 30. RECORDS RETENTION AND ACCESS:** The Contractor agrees to retain, in its files, and to produce to the City—within the time periods requested—all books, documents, Electronic Data Media (EDM), accounting records, and other records produced or acquired by the

Contractor in the performance of this Contract which are related to the City, at any time during this Contract and for a period of at least three (3) years after its completion or termination. In addition, if any audit, claim, or litigation is commenced before the expiration of that three (3) year period, the records shall be retained until all related audits, claims, or litigation are resolved. The Contractor further agrees that the City shall have access to all the above information for the purpose of review and audit during the Contract period and anytime within the aforementioned retention period. Copies of all of the above referenced information shall be provided to the City, if requested, in the format in which the records were obtained, created, or maintained, such that their original use and purpose can be achieved. Contractor, sub-Contractors, or their representatives performing work related to the Contract, are responsible to ensure that all data and information created or stored on EDM is secure and can be duplicated and used if the EDM mechanism is subjected to power outage, obsolescence, or damage.

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

32. SETTLEMENTS OF MISUNDERSTANDINGS: To avoid misunderstandings and litigation, it is mutually agreed by all Parties that the [Head of Department] shall act as referee on all questions arising under the terms of the Contract and that the decision of the [Head of Department] in such cases shall be binding upon both Parties.

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

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

B. Termination for Cause:

- i. **Breach:** Contractor shall be in default if Contractor fails in any manner to fully perform and carry out each and all conditions of this Contract, including, but not limited to, Contractor's failure to begin or to prosecute the Work in a timely manner

or to make progress as to endanger performance of this Contract; failure to supply a sufficient number of properly skilled employees or a sufficient quantity of materials of proper quality; failure to perform the Work unsatisfactorily as determined by the City; failure to neglect or refuse to remove materials; or in the event of a breach of warranty with respect to any materials, workmanship, or performance guaranty. Contractor will not be in default for any excusable delays as provided in Sections 19-21.

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

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

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

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

35. CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY: During performance of the Contract, the Contractor will not discriminate against any employee or applicant for

employment because of religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status, or genetic information. Contractor, and any sub-contractors, shall comply with any Federal, State, or local law, statute, regulation, Executive Order, or rule that applies to it or the services to be provided under this contract concerning equal employment, fair employment practices, affirmative action, or prohibitions on discrimination or harassment in employment.

36. CHILD SUPPORT PAYMENTS: By signing the Contract, the Contractor certifies, as of the date of signing the Contract, that the Contractor (a) is not under an obligation to pay child support; or (b) is under such an obligation and is in good standing with respect to that obligation; or (c) has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan. If the Contractor is a sole proprietorship, the Contractor's statement applies only to the proprietor. If the Contractor is a partnership, the Contractor's statement applies to all general partners with a permanent residence in Vermont. If the Contractor is a corporation, this provision does not apply.

37. TAX REQUIREMENTS: By signing the Contract, the Contractor certifies, as required by law under 32 VSA, Section 3113, that under the pains and penalties of perjury, that the Contractor is in good standing with respect to payment, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date of signature on the Contract.

38. INDEMNIFICATION:

A. Indemnification by Contractor: Except for the active negligence or willful misconduct of the City, or any of its boards, officers, agents, employees, assigns and successors in interest, Contractor undertakes and agrees to defend, indemnify and hold harmless the City and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and Contractors), damages or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by Contractor or its sub-contractors of any tier.

B. Notice of Claims & City's Right to Participate: 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 Contractor in writing that a claim to which the indemnification provision may apply has been filed. Contractor 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 claims to which this provision applies.

C. City's Rights and Remedies: Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States and the State of Vermont.

D. No Indemnification by City: Under no conditions shall the City be obligated to indemnify the Contractor 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 Contractor or any third party.

39. NO GIFTS OR GRATUITIES: The Contractor shall not make any payment or gift or donation of substantial value to any elected official, officer, employee, or agent of the City during the term of this Contract.

40. ASSIGNMENT: Contractor shall not sublet or assign this Work, or any part of it, without the written consent of the City. If any sub-contractor is approved, Contractor shall be responsible and liable for all acts or omissions of that sub-contractor for any Work performed. If any sub-contractor is approved, Contractor shall be responsible to ensure that the sub-contractor is paid as agreed and that no lien is placed on any City property.

41. TRANSFERS, SUBLETTING, ETC: The Contractor shall not assign, sublet, or transfer any interest in the work, covered by this Contract, without prior written consent of the City, and further, if any sub-contractor participates in any work involving additional services, the estimated extent and cost of the contemplated work must receive prior written consent of the City. The approval or consent to assign or sublet any portion of the work, shall in no way relieve the Contractor of responsibility for the performance of that portion of the work so transferred. The form of the sub-contractor's contract shall be as developed by the Contractor and approved by the City. The Contractor shall ensure that insurance coverage exists for any operations to be performed by any sub-contractor as specified in the insurance requirements section of this Contract.

The services of the Contractor, to be performed under the Contract, shall not be transferred without written authorization of the City. Any authorized sub-contracts shall contain all of the same provisions contained in and attached to the original Contract with the City.

42. CONTINUING OBLIGATIONS: The Contractor agrees that if because of death, disability, or other occurrences, it becomes impossible to effectively perform its services in compliance with the Contract, neither the Contractor nor its surviving members shall be relieved of their obligations to complete the Contract unless the City agrees to terminate the Contract because it determines that the Contractor is unable to satisfactorily execute the Contract.

43. INTERPRETATION & IMPLEMENTATION: Provisions of the Contract shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both Parties.

44. ARM'S LENGTH: This Contract has been negotiated at arm's length, and any ambiguity in any of its terms or provisions shall be interpreted in accordance with the intent of the Parties and not against or in favor of either the City or Contractor.

45. RELATIONSHIP: The Contractor is an independent contractor and shall act in an independent capacity and not as officers or employees of the City. To that end, the Contractor shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. The Contractor shall provide its own tools, materials, or equipment. The Parties agree that neither the Contractor nor its principal(s) or employees are entitled to any employee benefits from the City. Contractor understands and agrees that it and its principal(s) or employees have no right to claim any benefits under the Burlington Employee Retirement System, the City's worker's compensation benefits, health insurance, dental insurance, life insurance, or any other employee benefit plan offered by the City. The Contractor agrees to execute any certifications or other documents and provide any certificates of insurance required by the City and understands that this Contract is conditioned on its doing so, if requested.

The Contractor understands and agrees that it is responsible for the payment of all taxes on the above sums and that the City will not withhold or pay for Social Security, Medicare, or other taxes or benefits or be responsible for any unemployment benefits.

46. CHOICE OF LAW: Vermont law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision rendered null and void by operation of this provision shall not invalidate the remainder of this Contract to the extent capable of execution.

47. JURISDICTION: All suits or actions related to this Contract shall be filed and proceedings held in the State of Vermont.

48. BINDING EFFECT AND CONTINUITY: This Contract shall be binding upon and shall inure to the benefit of the Parties, their' respective heirs, successors, representatives, and assigns. If a dispute arises between the Parties, each Party will continue to perform its obligations under this Contract during the resolution of the dispute, until the Contract is terminated in accordance with its terms.

49. SEVERABILITY: The invalidity or unenforceability of any provision of this Contract, shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.

50. ENTIRE CONTRACT & AGREEMENT: This Contract constitutes the entire Contract, agreement, and understanding of the Parties with respect to the subject matter of this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

51. APPENDICES: The City may attach to these conditions appendices containing various forms

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

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

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

EXHIBIT D

ARTICLE VI. LIVABLE WAGES¹

21-80 Findings and purpose.

In enacting this article, the city council states the following findings and purposes:

- (a) Income from full-time work should be sufficient to meet an individual's basic needs;
- (b) The City of Burlington is committed to ensuring that its employees have an opportunity for a decent quality of life and are compensated such that they are not dependent on public assistance to meet their basic needs;
- (c) The City of Burlington is committed, through its contracts with vendors and provision of financial assistance, to encourage the private sector to pay its employees a livable wage and contribute to employee health care benefits;
- (d) The creation of jobs that pay livable wages promotes the prosperity and general welfare of the City of Burlington and its residents, increases consumer spending with local businesses, improves the economic welfare and security of affected employees and reduces expenditures for public assistance;
- (e) It is the intention of the city council in passing this article to provide a minimum level of compensation for employees of the City of Burlington and employees of entities that enter into service contracts or receive financial assistance from the City of Burlington.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-81 Definitions.

As used in this article, the following terms shall be defined as follows:

- (a) *Contractor or vendor* is a person or entity that has a service contract with the City of Burlington where the total amount of the service contract or service contracts exceeds fifteen thousand dollars (\$15,000.00) for any twelve (12) month period, including any subcontractors of such contractor or vendor.
- (b) *Grantee* is a person or entity that is the recipient of financial assistance from the City of Burlington in the form of grants, including any contractors or subgrantees of the grantee, that exceed fifteen thousand dollars (\$15,000.00) for any twelve (12) month period.

(c) *Covered employer* means the City of Burlington, a contractor or vendor or a grantee as defined above. The primary contractor, vendor, or grantee shall be responsible for the compliance of each of its subcontractors (or of each subgrantee) that is a covered employer.

(d) *Covered employee* means an "employee" as defined below, who is employed by a "covered employer," subject to the following:

(1) An employee who is employed by a contractor or vendor is a "covered employee" during the period of time he or she expends on furnishing services under a service contract with the City of Burlington, notwithstanding that the employee may be a temporary or seasonal employee;

(2) An employee who is employed by a grantee who expends at least half of his or her time on activities funded by the City of Burlington is a "covered employee."

(e) *Designated accountability monitor* shall mean a nonprofit corporation which has established and maintains valid nonprofit status under Section [501\(c\)\(3\)](#) of the United States Internal Revenue Code of 1986, as amended, and that is independent of the parties it is monitoring.

(f) *Employee* means a person who is employed on a full-time or part-time regular basis. In addition, commencing with the next fiscal year, a seasonal or temporary employee of the City of Burlington who works ten (10) or more hours per week and has been employed by the City of Burlington for a period of four (4) years shall be considered a covered employee commencing in the fifth year of employment. "Employee" shall not refer to volunteers working without pay or for a nominal stipend, persons working in an approved apprenticeship program, persons who are hired for a prescribed period of six (6) months or less to fulfill the requirements to obtain a professional license as an attorney, persons who are hired through youth employment programs or student workers or interns participating in established educational internship programs.

(g) *Employer-assisted health care* means health care benefits provided by employers for employees (or employees and their dependents) at the employer's cost or at an employer contribution towards the purchase of such health care benefits, provided that the employer cost or contribution consists of at least one dollar and twenty cents (\$1.20) per hour. (Said amount shall be adjusted every two (2) years for inflation, by the chief administrative officer of the city.)

(h) *Livable wage* has the meaning set forth in Section [21-82](#).

(i) *Retaliation* shall mean the denial of any right guaranteed under this article, and any threat, discipline, discharge, demotion, suspension, reduction of hours, or any other adverse action against an employee for exercising any right guaranteed under this article. Retaliation shall also include coercion, intimidation, threat, harassment, or interference in any manner with any investigation, proceeding, or hearing under this article.

(j) *Service contract* means a contract primarily for the furnishing of services to the City of Burlington (as opposed to the purchasing or leasing of goods or property). A contract involving the furnishing of financial products, insurance products, or software, even if that contract also includes some support or other services related to the provision of the products, shall not be considered a service contract.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-82 Livable wages required.

(a) Every covered employer shall pay each and every covered employee at least a livable wage no less than:

(1) For a covered employer that provides employer-assisted health care, the livable wage shall be at least fifteen dollars and thirty-five cents (\$15.35) per hour on the effective date of the amendments to this article.

(2) For a covered employer that does not provide employer-assisted health care, the livable wage shall be at least sixteen dollars and seventy-four cents (\$16.74) per hour on the effective date of the amendments to this article.

(3) Covered employees whose wage compensation consists of more or other than hourly wages, including, but not limited to, tips, commissions, flat fees or bonuses, shall be paid so that the total of all wage compensation will at least equal the livable wage as established under this article.

(b) The amount of the livable wage established in this section shall be adjusted by the chief administrative officer of the city as of July 1 of each year based upon a report of the Joint Fiscal Office of the State of Vermont that describes the basic needs budget for a single person but utilizes a model of two (2) adults residing in a two (2) bedroom living unit in an urban area with the moderate cost food plan. Should there be no such report from the Joint Fiscal Office, the chief administrative officer shall obtain and utilize a basic needs budget that applies a similar methodology. The livable wage rates derived from utilizing a model of two (2) adults residing in a two (2) bedroom living unit in an urban area with a moderate cost food plan shall not become effective until rates meet or exceed the 2010 posted livable wage rates. Prior to May 1 preceding any such adjustment and prior to

May 1 of each calendar year thereafter, the chief administrative officer will provide public notice of this adjustment by posting a written notice in a prominent place in City Hall by sending written notice to the city council and, in the case of covered employers that have requested individual notice and provided contact information to the chief administrative officer, by notice to each such covered employer. However, once a livable wage is applied to an individual employee, no reduction in that employee's pay rate is permissible due to this annual adjustment.

(c) Covered employers shall provide at least twelve (12) compensated days off per year for full-time covered employees, and a proportionate amount for part-time covered employees, for sick leave, vacation, personal, or combined time off leave.

(Ord. of 11-19-01; Ord. of 5-2-11; Ord. of 6-13-11; Ord. of 10-21-13)

21-83 Applicability.

(a) This article shall apply to any service contract or grant, as provided by this article that is awarded or entered into after the effective date of the article. After the effective date of the article, entering into any agreement or an extension, renewal or amendment of any contract or grant as defined herein shall be subject to compliance with this article.

(b) The requirements of this article shall apply during the term of any service contract subject to the article. Covered employers who receive grants shall comply with this article during the period of time the funds awarded by the City of Burlington are being expended by the covered employer.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-84 Enforcement.

(a) Each service contract or grant covered by this article shall contain provisions requiring that the covered employer or grantee submit a written certification, under oath, during each year during the term of the service contract or grant, that the covered employer or grantee (including all of its subcontractors and subgrantees, if any) is in compliance with this article. The failure of a contract to contain such provisions does not excuse a covered employer from its obligations under this article. The covered employer shall agree to post a notice regarding the applicability of this section in any workplace or other location where employees or other persons contracted for employment are working. The covered employer shall agree to provide payroll records or other documentation for itself and any subcontractors or subgrantees, as deemed necessary by the chief

administrative officer of the City of Burlington, within ten (10) business days from receipt of the City of Burlington's request.

(b) The chief administrative officer of the City of Burlington may require that a covered employer submit proof of compliance with this article at any time, including but not limited to:

- (1) Verification of an individual employee's compensation;
- (2) Production of payroll, health insurance enrollment records, or other relevant documentation; or
- (3) Evidence of proper posting of notice.

If a covered employer is not able to provide that information within ten (10) business days of the request, the chief administrative officer may turn the matter over to the city attorney's office for further enforcement proceedings.

(c) The City of Burlington shall appoint a designated accountability monitor that shall have the authority:

- (1) To inform and educate employees of all applicable provisions of this article and other applicable laws, codes, and regulations;
- (2) To create a telephonic and electronic accountability system under this article that shall be available at all times to receive complaints under this article;
- (3) To establish and implement a system for processing employees' complaints under this article, including a system for investigating complaints and determining their initial credibility; and
- (4) To refer credible complaints to the city attorney's office for potential enforcement action under this article.

The designated accountability monitor shall forward to the City of Burlington all credible complaints of violations within ten (10) days of their receipt.

(d) Any covered employee who believes his or her covered employer is not complying with this article may file a complaint in writing with the city attorney's office within one (1) year after the alleged violation. The city attorney's office shall conduct an investigation of the complaint, during which it may require from the covered employer evidence such as may be required to determine whether the covered employer has been compliant, and shall make a finding of compliance or noncompliance within a reasonable time after receiving the

complaint. Prior to ordering any penalty provided in subsection (e), (f), or (g) of this section, the city attorney's office shall give notice to the covered employer. The covered employer may request a hearing within thirty (30) days of receipt of such notice. The hearing shall be conducted by a hearing officer appointed by the city attorney's office, who shall affirm or reverse the finding or the penalty based upon evidence presented by the city attorney's office and the covered employer.

(e) The City of Burlington shall have the right to modify, terminate and/or seek specific performance of any contract or grant with a covered employer from any court of competent jurisdiction, if the covered employer has not complied with this article.

(f) Any covered employer who violates this article may be barred from receiving a contract or grant from the city for a period up to two (2) years from the date of the finding of violation.

(g) A violation of this article shall be a civil offense subject to a civil penalty of from two hundred dollars (\$200.00) to five hundred dollars (\$500.00). All law enforcement officers and any other duly authorized municipal officials are authorized to issue a municipal complaint for a violation of this article. Each day any covered employee is not compensated as required by this article shall constitute a separate violation.

(h) If a complaint is received that implicates any City of Burlington employee in a possible violation of this article, that complaint will be handled through the City's personnel procedures, not through the process outlined in this article.

(i) Any covered employee aggrieved by a violation of this article may bring a civil action in a court of competent jurisdiction against the covered employer within two (2) years after discovery of the alleged violation. The court may award any covered employee who files suit pursuant to this section, as to the relevant period of time, the following:

(1) The difference between the livable wage required under this article and the amount actually paid to the covered employee;

(2) Equitable payment for any compensated days off that were unlawfully denied or were not properly compensated;

(3) Liquidated damages in an amount equal to the amount of back wages and/or compensated days off unlawfully withheld or fifty dollars (\$50.00) for each employee or person whose rights under this article were violated for each day that the violation occurred or continued, whichever is greater;

(4) Reinstatement in employment and/or injunctive relief; and

(5) Reasonable attorneys' fees and costs.

(j) It shall be unlawful for an employer or any other person to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this article. No person shall engage in retaliation against an employee or threaten to do so because such employee has exercised rights or is planning to exercise rights protected under this article or has cooperated in any investigation conducted pursuant to this article.

(Ord. of 11-19-01; Ord. of 2-17-04; Ord. of 5-2-11; Ord. of 10-21-13)

21-85 Other provisions.

(a) No covered employer shall reduce the compensation, wages, fringe benefits or leave available to any covered employee in order to pay the livable wage required by this article. Any action in violation of this subsection shall be deemed a violation of this article subject to the remedies of Section [21-84](#).

(b) No covered employer with a current contract, as of the effective date of this provision, with the City of Burlington for the use of property located at the Burlington International Airport may reduce, during the term of that contract, the wages of a covered employee below the livable wage as a result of amendments to this article.

(c) Where pursuant to a contract for services with the city, the contractor or subcontractor incurs a contractual obligation to pay its employees certain wage rates, in no case except as stated in subsection (d) of this section, shall the wage rates paid pursuant to that contract be less than the minimum livable wage paid pursuant to this article.

(d) Notwithstanding subsection (c) of this section, where employees are represented by a bargaining unit or labor union pursuant to rights conferred by state or federal law and a collective bargaining labor agreement is in effect governing the terms and conditions of employment of those employees, this chapter shall not apply to those employees, and the collective bargaining labor agreement shall control.

(e) Covered employers shall inform employees making less than twelve dollars (\$12.00) per hour of their possible right to the Earned Income Tax Credit under federal and state law.

(f) The chief administrative officer of the city shall have the authority to promulgate rules as necessary to administer the provisions of this article, which shall become effective upon approval by the city council.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-86 Exemptions.

An exemption from any requirement of this article may be requested for a period not to exceed two (2) years:

- (a) By a covered employer where payment of the livable wage would cause substantial economic hardship;
and
- (b) By the City of Burlington where application of this article to a particular contract or grant is found to violate specific state or federal statutory, regulatory or constitutional provisions or where granting the exemption would be in the best interests of the City.

A covered employer or grantee granted an exemption under this section may reapply for an exemption upon the expiration of the exemption. Requests for exemption may be granted by majority vote of the city council. All requests for exemption shall be submitted to the chief administrative officer. The finance committee of the City of Burlington shall first consider such request and make a recommendation to the city council. The decision of the city council shall be final.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-87 Severability.

If any part or parts or application of any part of this article is held invalid, such holding shall not affect the validity of the remaining parts of this article.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-88 Annual reporting.

On or before April 15 of each year, the city attorney's office shall submit a report to the city council that provides the following information:

- (a) A list of all covered employers broken down by department;
- (b) A list of all covered employers whose service contract did not contain the language required by this article;
and
- (c) All complaints filed and investigated by the city attorney's office and the results of such investigation.

(Ord. of 10-21-13)

21-89 Effective date.

The amendments to this article shall take effect on January 1, 2014, and shall not be retroactively applied.

(Ord. of 10-21-13)

EXHIBIT E

ARTICLE VII. OUTSOURCING

21-90 Policy.

It is the policy of the City of Burlington to let service contracts to contractors, subcontractors and vendors who perform work in the United States.

(Ord. of 11-21-05/12-21-05)

21-91 Definitions.

(a) *Contractor or vendor.* A person or entity that has a contract with the City of Burlington primarily for the furnishing of services (as opposed to the purchasing of goods), including any subcontractors of such contractor or vendor.

(b) *Government funded project.* Any contract for services which involves any city funds and the total amount of the contract is fifty thousand dollars (\$50,000.00) or more. Burlington School Department contracts shall not be considered government funded projects under this article.

(c) *Outsourcing.* The assigning or reassigning, directly, or indirectly through subcontracting, of services under a government funded project to workers performing the work outside of the United States.

(Ord. of 11-21-05/12-21-05)

21-92 Implementation.

(a) No contract for a government funded project shall be let to any contractor, subcontractor, or vendor who is outsourcing, or causing the work to be performed outside of the United States or Canada.

(b) Prior to the commencement of work on a government funded project a contractor, subcontractor or vendor shall provide written certification that the services provided under the contract will be performed in the United States or Canada.

(Ord. of 11-21-05/12-21-05)

21-93 Exemption.

An exemption from requirements of this article may be authorized by the chief administrative officer based upon a determination that the services to be performed for the government funded project are not available in the United States or Canada at a reasonable cost. Any such exemption decision by the chief administrative officer

shall be reported to the board of finance in writing within five (5) days. The board of finance may, if it should vote to do so, override the exemption decision if such vote occurs within fourteen (14) days of the date of the chief administrative officer's communication to such board.

(Ord. of 11-21-05/12-21-05)

21-94 Enforcement.

(a) Any contractor, subcontractor or vendor who files false or materially misleading information in connection with an application, certification or request for information pursuant to the provisions of this article or outsources work on a government funded project shall be deemed to be in violation of this article.

(b) A violation of this article shall be a civil offense subject to a civil penalty of from one hundred dollars (\$100.00) to five hundred (\$500.00). All law enforcement officers and any other duly authorized municipal officials are authorized to issue a municipal complaint for a violation of this article. Each day any violation of any provision of this article shall continue shall constitute a separate violation.

(c) The City of Burlington shall have the right to modify, terminate and or seek specific performance of any contract for a government funded project if the contractor, subcontractor or vendor has not complied with this article.

(Ord. of 11-21-05/12-21-05)

21-95—21-99 Reserved.

EXHIBIT F

ARTICLE VIII. UNION DETERRENCE

21-100 Policy.

It is the policy of the City of Burlington to limit letting contracts to organizations that provide union deterrence services to other companies.

(Ord. of 3-27-06/4-26-06)

21-101 Definitions.

(a) *Contractor or vendor.* A person or entity that has a contract with the City of Burlington primarily for the furnishing of services (as opposed to the purchasing of goods), including any subcontractors of such contractor or vendor.

(b) *Government funded project.* Any contract for services which involves any City funds and the total amount of the contract is fifteen thousand dollars (\$15,000.00) or more. Burlington School Department contracts shall not be considered government funded projects under this article.

(c) *Union deterrence services.* Services provided by a contractor, subcontractor or vendor that are not restricted to advice concerning what activities by an employer are prohibited and permitted by applicable laws and regulations, but extend beyond such legal advice to encouraging an employer to do any of the following:

- 1) Hold captive audience, (i.e., mandatory) meetings with employees encouraging employees to vote against the union;
- 2) Have supervisors force workers to meet individually with them to discuss the union;
- 3) Imply to employees, whether through written or oral communication, that their employer may have to shut down or lay people off if the union wins the election;
- 4) Discipline or fire workers for union activity;
- 5) Train managers on how to dissuade employees from supporting the union.

(d) *Substantial portion of income.* For the purposes of this article, substantial portion of income shall mean greater than ten (10) percent of annual gross revenues or one hundred thousand dollars (\$100,000.00), whichever is less.

(Ord. of 3-27-06/4-26-06)

21-102 Implementation.

- (a) No contract for a government funded project shall be let to any contractor, subcontractor, or vendor who
 - 1) Advises or has advised an employer to conduct any illegal activity in its dealings with a union.
 - 2) Advertises union deterrence services as specialty services;
 - 3) Earns a substantial portion of its income by providing union deterrence services to other companies in order to defeat union organizing efforts.
- (b) Prior to the commencement of work on a government funded project a contractor, subcontractor or vendor shall provide written certification that it has not advised the conduct of any illegal activity, it does not currently, nor will it over the life of the contract provide union deterrence services in violation of this article.

(Ord. of 3-27-06/4-26-06)

21-103 Enforcement.

- (a) Any contractor, subcontractor or vendor who files false or materially misleading information in connection with an application, certification or request for information pursuant to the provisions of this article or provided union deterrence services during the life of a contract for a government funded project shall be deemed to be in violation of this article.
- (b) The City of Burlington shall have the right to modify, terminate and or seek specific performance of any contract for a government funded project if the contractor, subcontractor or vendor has not complied with this article.

(Ord. of 3-27-06/4-26-06)

21-104—21-110 Reserved.

CITY OF BURLINGTON

Request for Proposals

City of Burlington, Vermont

Issued: May 15, 2023

Questions Due By: May 22, 2023

Answers Posted By: May 25, 2023

Proposals Due: June 7, 2023

I. PROJECT BACKGROUND

The Church Street Marketplace is seeking proposals for installation of Winter Holiday and Winter Lights on the Church Street Marketplace District (Church Street between Main & Pearl Streets). The Church Street Marketplace intends to enter a three-year contract for services beginning Summer 2023 and expiring after Spring 2026.

II. ATTACHMENTS

- A. Exhibit A: Scope of Work
- B. Exhibit B: City of Burlington Draft Agreement
- C. Exhibit C: City of Burlington Standard Contractor Conditions
- D. Exhibit D: Burlington Livable Wage Ordinance Certification
- E. Exhibit E: Burlington Outsourcing Ordinance Certification
- F. Exhibit F: Burlington Union Deterrence Ordinance Certification

Bid documents include this main body of the request for proposals and all exhibits.

I. SCOPE OF WORK

The Selected Contractor will be expected to complete all work as outlined in the Scope of Work, Attachment A to this RFP.

III. RESPONSE FORMAT

Interested Contractors should complete the cost quote forms on pages 3, 4 and 5 of the Scope of Work, Attachment A. The successful bidder must possess all licenses required to operate machinery.

IV. CONTRACTOR SELECTION

Marketplace staff, including the Executive Director and the Foreman, will review the proposals and determine which, if any, contractor will be awarded the contract.

The Church Street Marketplace reserves the right to obtain clarification of any point in a bidder's proposal or to obtain additional information necessary to properly evaluate a proposal. Failure of

a bidder to respond to such a request for additional information or clarification may result in rejection of the bidder's proposal. Bidders who submit qualifying proposals may be asked to for an interview.

No proposal will be considered accepted until all necessary City authorizations, including those required by Board of Finance and City Council if necessary, have been received and an agreement is executed by both parties.

V. SUBMISSIONS

Questions can be submitted through email to Director Kara Alnasrawi at the e-mail below by May 22, 2023. Responses will be posted on the Church Street Marketplace website, www.churchstmarketplace.com, by May 25, 2023.

To be considered, please submit an electronic copy by 6:00 p.m. EST on June 7, 2023 to:

Kara Alnasrawi
Executive Director
Church Street Marketplace
kalnasrawi@burlingtonvt.gov

Late submissions will not be accepted for consideration.

VI. CONTRACTING

The Contractor, prior to being awarded a contract, shall apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1101, PH: 802-828-2363, Toll-free: 800-439-8683; Vermont Relay Service – 711; web site: <https://www.sec.state.vt.us/>. The contract will not be executed until the Consultant is registered with the Secretary of State's Office. The successful Consultant will be expected to execute sub-agreements for each sub-consultant named in the proposal upon award of this contract.

Prior to beginning any work, the Consultant shall obtain Insurance Coverage in accordance with the Burlington Standard Contractor Conditions (attachment C in this RFP). The certificate of insurance (COI) coverage shall be documented on forms acceptable to the City.

VII. AGREEMENT REQUIREMENTS

The selected contractor will be required to execute a contract with the City on the terms and conditions required by the City, including but not limited those in the Burlington Contractor Conditions (Attachment C) and the attached Draft Agreement (Attachment B).

VIII. LIMITATIONS OF LIABILITY

The City assumes no responsibility or liability for costs incurred by parties responding to this Request for Proposals.

IX. COSTS ASSOCIATED WITH PROPOSAL

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

X. INDEMNIFICATION

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

XI. REJECTION OF PROPOSALS

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

XII. OWNERSHIP OF DOCUMENTS

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

XIII. PUBLIC RECORDS

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

XIV. DUTY TO INFORM CITY OF BID DOCUMENT ERRORS

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

XV. PUBLIC HEALTH EMERGENCIES

Bidders are advised that public health emergencies, as declared by the City, the State of Vermont, or the Federal Government, including the current pandemic of Novel Coronavirus (COVID-19), may introduce significant uncertainty into the project, including disruption of timelines or revised practices. Contractors shall consider public health emergencies as they develop project schedules and advance the work.

While the Contractor is responsible for ensuring that the project or site is stable and in a safe and maintainable condition, the City will have the right to inspect all preparatory, in-progress, and final work to ensure compliance with health and safety standards and may at any time require the Contractor to stop work until it becomes compliant.

If a public health emergency is declared, the City will not be responsible for any delays related to the sequence of operations or any expenses or losses incurred as a result of any delays. Any delays related to public emergencies, including the current pandemic of Novel Coronavirus (COVID-19), will be excusable, but will not be compensable.

III. CONTRACTOR'S COST QUOTE

BUCKET TRUCK INSTALLATIONS FOR WINTER LIGHTS

<i>What and Where</i>	<i>When does this work occur</i>	<i>Which years</i>	<i>What equipment & staff are required</i>	<i>Description of Work. Approximate # of light strands installed.</i>	<i>Write your individual quotes for A) B) C) D) & E) plus total</i>
A) REMOVE OLD AND REPLACE LIGHTS ON ALL TREES on all four blocks of Church Street. See description of all trees and their locations in section IV.	October - November	YEAR 2 And general maintenance other years Yrs 1 + 3	This job requires a BUCKET TRUCK and two workers.	Removing and installing 50' Length warm white LED light strands on all 78 trees along the Marketplace. Approximate # of light strands: 2,250+	Yr 1 \$15,875 Yr 2 \$22,975 Yr 3 \$16,875
B) HELPING CSM SECURE a Blue Spruce Christmas Tree from Private Home in Greater Burlington Area	Tree Friday BEFORE Black Friday	YEARS 1, 2, 3	This job requires chainsaw and two workers who are experienced working with a large rigger.	Assist Marketplace Staff and transportation company on the Friday morning that is one week before "Black Friday." From 8 AM - 12 Noon. Help secure the Marketplace's annual Christmas tree from a private home in the greater Burlington area by October 15th; cut down the tree and grind out the tree stump; help with installation on the Marketplace with CSM and transportation company.	\$ Yr 1 \$3,150 Yr 2 \$3,300 Yr 3 \$3,450
C) INSTALLING LIGHTS ON MARKETPLACE CHRISTMAS TREE	Week before THANKSGIVING	YEARS 1,2,3	This job requires a BUCKET TRUCK and two workers.	Install LED lights on the 40' - 45' Marketplace Christmas Tree. Lights must be completed installation by the Wednesday before Thanksgiving.	Yr 1 \$3,000 Yr 2 \$3,150 Yr 3 \$3,300
D) REMOVING LIGHTS FROM CHRISTMAS TREE AND REMOVING TREE from Church Street by the end of the first week of January	First week of January	YEARS 1, 2, 3	Chain Saw, Crew, Chipper	Remove all lights from Top of the Block Christmas Tree and remove large 40' - 45' Christmas Tree. Requires one full day, two crew members.	Yr 1 \$2,250 Yr 2 \$2,350 Yr 3 \$2,450
E) INSTALLING LIGHT STRANS AND GARLAND ON STEEL CABLES AT INTERSECTIONS of Church St. and Main St., College St., Bank St., and Cherry St.	Two weeks prior to Thanksgiving	Garland YEARS 1, 2, 3 Lights as requested	This job requires a BUCKET TRUCK and two workers	Requires on full day, one crew member 3.5 Days	\$ Yr 1 \$6,160 Yr 2 \$6,440 Yr 3 \$6,720
YOUR TOTAL COST					\$

Yr 1 Total: \$30,435
Yr 2 Total: \$38,215
Yr 3 Total: \$32,795
Grand Total: \$101,445

IV. DESCRIPTION OF CHURCH STREET MARKETPLACE TREES, BY BLOCK PLUS # OF LIGHT STRANDS REQUIRED PER TREE

The locations and descriptions of the trees and lights requirements are estimates and may be subject to modification.

PEARL STREET		PEARL STREET	
WEST SIDE OF CHURCH STREET		EAST SIDE OF CHURCH STREET	
Location of Tree	# of Light Strands per tree	Location of Tree	# of Light Strands per tree
S.W. corner of Church & Pearl.	N/A	SE corner of Church & Pearl Streets	N/A
Between Athleta and Black Diamond	12	In front of Danform Shoes – North side	15
In front of Black Diamond – North side	16	In front of Danform Shoes – South side	14
In front of Black Diamond – South side	12	In front of E.B. Strong	12
In front of Tina's Home Design	16	In front of Crow Bookshop	13
between Tina's Home Design and Underground Closet	24	In front of Halvorson's	20
At Underground Closet	16	At Earthbound Trading	13
At Urban Outfitters	16	At Posh Nails	15
in front of lululemon	12	Between Posh Nails & Wild Lark	15
At CVS	10	In front of Ben & Jerry's	13
Corner of Church & Cherry @ CVS entrance	10	N.E. Corner of Church and Cherry	10
On Cherry St @N.E. corner, Church & Cherry.	50	On CHERRY ST @ Ben & Jerry's ...	50
@Cherry Street entrance to CVS		N.E. corner of Church & Cherry	
TOTALS	194	TOTALS	190

CHERRY STREET WEST SIDE OF CHURCH STREET	CHERRY STREET EAST SIDE OF CHURCH STREET
Location of Tree	Location of Tree
# of Light Strands per tree	# of Light Strands per tree
On S.W. corner of Church & Cherry Streets	Between Dear Lucy and Pokeworks
30	40
Outdoor Gear Exchange – Northern most portion of business	In front of Fjallraven
30	15
Outdoor Gear Exchange – Southern most portion of business	In front of Homeport
50	10
In front of Outdoor Gear Exchange	In front of Banana Republic
10	15
In front of Lovemont802	In front of Helly Hansen
15	10
In front of Hatley	In front of Kiss the Cook
50	50
In front of 61 Church Street	In front of Karlise Jewelers, near N.E. corner of Church & Bank
40	40
In front of Ken's Pizza	
50	
In front of Monelle	
40	
At N.W. Corner of Church & Bank Intersection	
10	
TOTALS	TOTALS
325	180

BANK STREET					BANK STREET
WEST SIDE OF CHURCH STREET					EAST SIDE OF CHURCH STREET
Location of Tree	# of Light Strands per tree				Location of Tree
Bank Street near S.W. corner of Bank and Church Streets	40				Between Body Shop and TD Bank ATM
S.E. corner of Church and Bank Streets near Ecco	10				Between Saratoga Olive Oil & Free People
In front of Ecco	30				In front of Thorn + Roots
In front of Frog Hollow	15				In front of Thorn + Roots
					In front of Thorn + Roots
In front of Ten Thousand Villages	20				In front of Jess Boutique
In front of Garcia's Tobacco	50				In front of Expressions
In front of Sox Market	30				In front of Tradewinds
In front of Optical Center	40				Between Tradewinds and Lipppa's
Between Danforth Pewter and	50				In front of Northfield Savings Bank
At Leunig's, corner of college and Church Streets	40				N.E. Corner of College & Church
TOTALS	325			TOTALS	345

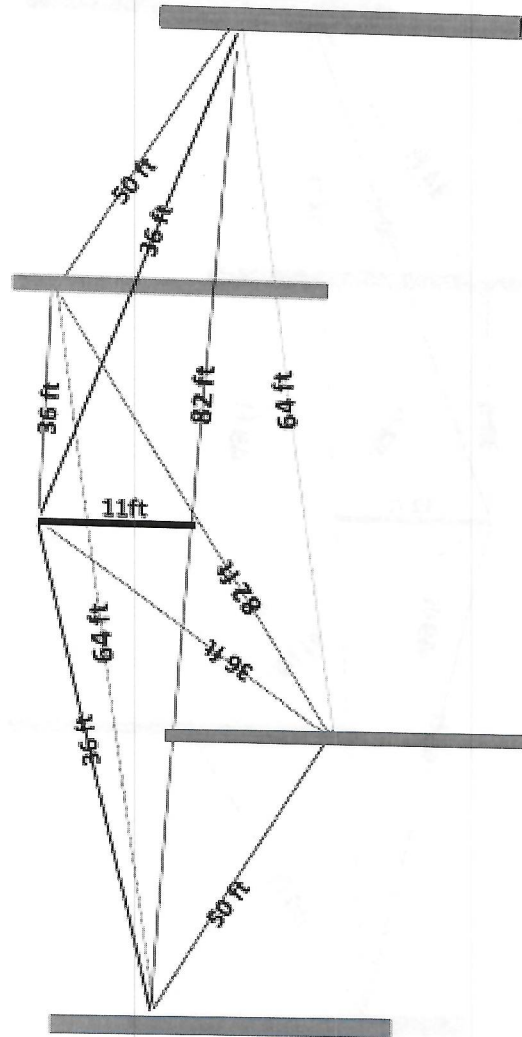
COLLEGE STREET		COLLEGE STREET	
WEST SIDE OF CHURCH STREET		EAST SIDE OF CHURCH STREET	
Location of Tree	# of Light Strands per tree	# of Light Strands per tree	Location of Tree
On College Street in front of MK Clothing at S.W. corner of College & Church	40	15	In front of Pascolo Ristorante – North side
In front of MK Clothing	15	15	In front of Pascolo – South side
Between MK Clothing and RiRa	15	10	In front of Maven, Global Pathways
Between RiRa and Von Barga's	15	30	In front of Ake's Place
In front of entrance to 131 Church	15	20	In front of 136 Church Street
Between Burlington City Arts and Von Barga's Jewelers	15	20	In front of Gaku Ramen
In front of City Hall Flower Bed North	15	20	In front of Full Tank
City Hall Flower Bed North – Tree #1	10	50	In front of Earth Prime Comics, next to Honey Road Restaurant
City Hall Flower Bed North – Tree #2	10		
In front of City Hall South Flower Bed, closest to Church & Main intersection	10		
City Hall Flower Bed South – Tree #1	15		
City Hall Flower Bed South – Tree #2	15		
TOTALS	325	180	TOTALS

VI. INTERSECTIONS WITH STEEL CABLES

INTERSECTIONS WITH STEEL CABLES	TOTAL feet of Light Strands to String	TOTAL # of Light Bulbs to Change Out 28 foot
MAIN STREET INTERSECTION	216	93
COLLEGE STREE INTERSECTION	388	166
BANK STREET INTERSECTION	548	235
CHERRY STREET INTERSECTION	548	235
TOTAL	1,700	729

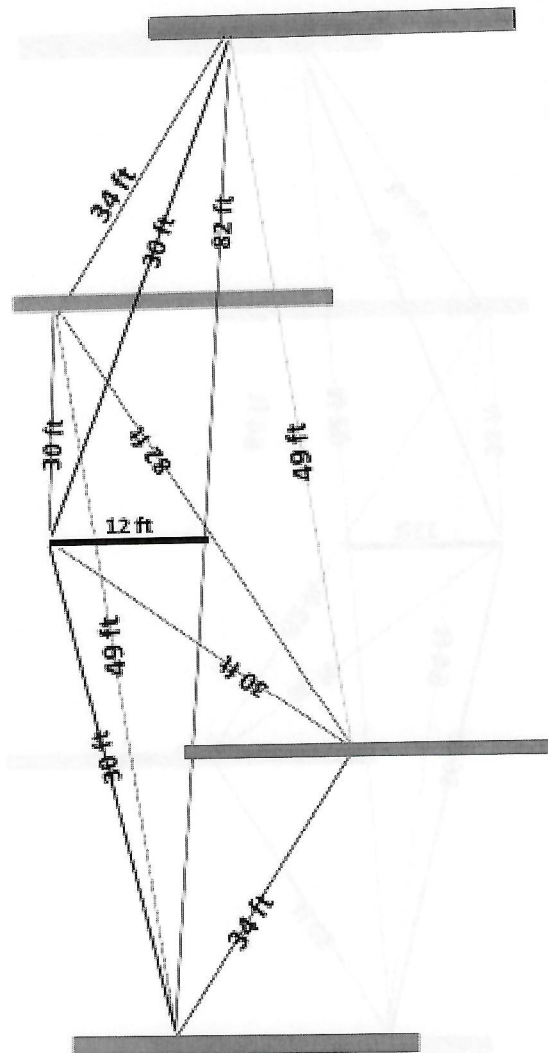
Church & Bank Intersection

36 feet X 4 = 144
 64 feet x 2 = 128
 50 feet x 2 = 100
 82 feet x 2 = 164
 12 feet
 TOTAL FEET: 548



Church & Cherry Intersection

30 feet X 4 = 144
 49 feet x 2 = 128
 34 feet x 2 = 100
 82 feet x 2 = 164
 12 feet
TOTAL FEET: 548



30 feet X 4 = 144
 49 feet x 2 = 128
 34 feet x 2 = 100
 82 feet x 2 = 164
 12 feet
TOTAL FEET: 548

VII. INSTALLATION OF LIGHTS IN LARGE TREES

Set up begins in mid-October and must be completed on the Monday before Black Friday (Black Friday is the Friday immediately following Thanksgiving Day and official kick-off of the Holiday season.) FOR LARGE TREES, person in bucket passes new light strand to person in tree. Person in tree PLUGS strand into electrical outlet. Person in bucket drops strand over canopy, letting the extra dangle at the tree canopy. Then, person in bucket grabs extra length and brings strand back towards the middle on the outside of the tree canopy. We call this process the "Fireworks" look.

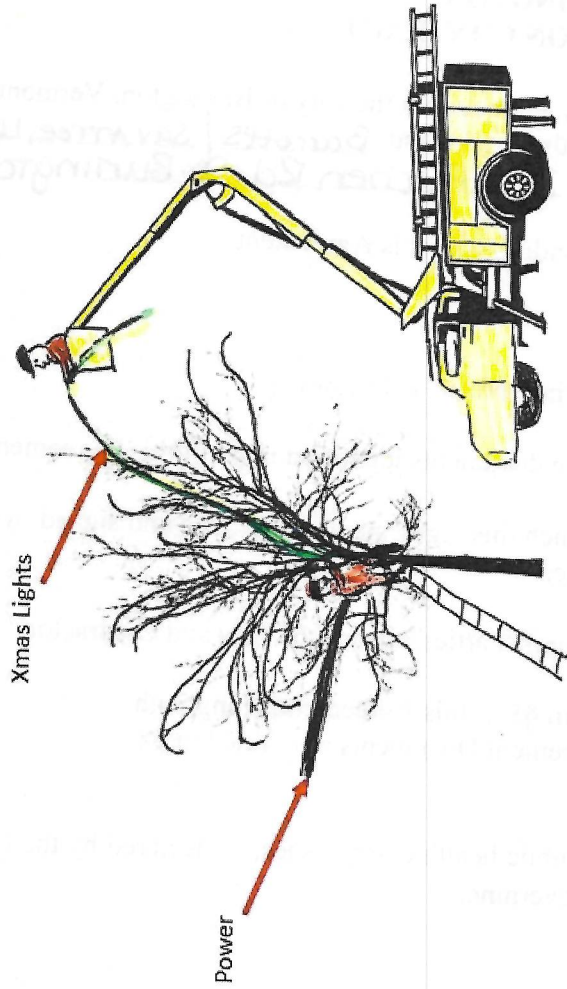


EXHIBIT B

CITY OF BURLINGTON DRAFT CONSTRUCTION CONTRACT

This Agreement ("Agreement") is entered into by and between the City of Burlington, Vermont by and through the Church Street Marketplace ("the City"), and Barrett's / Savatree, LLC ("Contractor"), a Vermont corporation located at 376 Patchen Rd. So. Burlington

Contractor and the City agree to the terms and conditions of this Agreement.

1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Agreement Documents"** means all the documents identified in §4 of this Agreement.
- B. **"Effective Date"** means the date on which this Agreement is approved and signed by the City, as shown on the signature page.
- C. **"Party"** means the City or Contractor and **"Parties"** means the City and Contractor.
- D. **"Work"** means the services described in §5 of this Agreement, along with the specifications contained in the Agreement Documents as defined in §4 below.
- E. **"Public Health Emergency"** means public health emergencies, as declared by the City, the State of Vermont, or the Federal Government.

2. RECITALS

- A. **Authority.** Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.
- B. **Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Agreement.
- C. **Purpose.** The City seeks to employ the Contractor to provide holiday, summer, and winter lighting services within the Church Street Marketplace District.

3. EFFECTIVE DATE, TERM, AND TERMINATION

- 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 to pay Contractor for any

performance or expense incurred before the Effective Date or after the expiration or termination of this Agreement.

- B. Term.** This Agreement and the Parties' respective performance shall commence on the Effective Date and expire on [REDACTED], 2023 or upon the satisfaction of the City, unless sooner terminated as provided herein.

4. AGREEMENT DOCUMENTS

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

The following documents constitute the Agreement Documents:

- Attachment A: Request for Proposals dated May 2023
- Attachment B: Contractor's Response to Request for Proposals dated 6/5 2023
- Attachment C: Burlington Standard Conditions
- Attachment D: Burlington Livable Wage Ordinance Certification
- Attachment E: Burlington Outsourcing Ordinance Certification
- Attachment F: Burlington Union Deterrence Ordinance Certification
- Attachment G: Contractor's Certificate of Insurance

5. SCOPE OF WORK

The Contractor shall perform the services listed in Attachments A (Request for Proposals) and B (Contractor's Bid and Work Plan).

6. PAYMENT FOR SERVICES

- A. Amount.** The City shall pay the Contractor for completion of the Work in accordance with Attachment B (Contractor's Response to Request for Proposals) [or as follows: _____]

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

- B. Payment Schedule.** The City shall pay the Contractor in the manner and at such times as set forth in the Agreement Documents [or as follows: _____]. The City seeks to make payment within thirty days of receipt of an invoice and any backup documentation requested under §6D below.

- C. Maximum Limiting Amount.** The total amount that may be paid to the Contractor for all services and expenses under this Agreement shall not exceed the maximum limiting

amount of \$ _____. The City shall not be liable to Contractor for any amount exceeding the maximum limiting amount without duly authorized written approval.

- D. Invoice.** Contractor shall submit one copy of each invoice, including rates and a detailed breakdown by task for each individual providing services, and backup documentation for any equipment or other expenses to the following:

Kara Alnasrawi
Executive Director
Church Street Marketplace
131 Church St. Suite 209
Burlington, VT 05401
(802) 238-1910
kalnasrawi@burlingtonvt.gov

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

- E. Non-Appropriation.** The obligations of the City under this Agreement are subject to annual appropriation by the Burlington City Council. If no funds or insufficient funds are appropriated or budgeted to support continuation of payments due under this Agreement, the Agreement shall terminate automatically on the first day of the fiscal year for which funds have not been appropriated. The Parties understand and agree that the obligations of the City to make payments under this Agreement shall constitute a current expense of the City and shall not be construed to be a debt or a pledge of the credit of the City. Agreement. The decision whether or not to budget and appropriate funds during each fiscal year of the City is within the discretion of the Mayor and City Council of the City.

The City shall deliver written notice to Contractor as soon as practicable of any non-appropriation, and Agreement Contractor shall not be entitled to any payment or compensation of any kind for work performed after the City has delivered written notice of non-appropriation.

7. COMPLIANCE WITH LAWS

The Parties, and any subcontractors approved under this Agreement, shall comply with all applicable laws, statutes, ordinances, rules, regulations, and/or requirements of federal, state, and local governments and agencies thereof.

8. BINDING EFFECT AND CONTINUITY

This Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective heirs, successors, representatives, and assigns. If a dispute arises between the Parties, each Party will continue to perform its obligations under this Agreement during

the resolution of the dispute, until the Agreement is terminated in accordance with its terms.

9. SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement or the Agreement Documents shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

10. ENTIRE AGREEMENT

This Agreement, including the Agreement Documents, constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein or pursuant to Attachment C, Section 18.

11. NO THIRD PARTY BENEFICIARIES

This Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than 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 rights for such third parties.

12. ASSIGNMENT

Contractor shall not sublet or assign this Work, or any part of it, without the written consent of the City. If any subcontractor is approved, Contractor shall be responsible and liable for all acts or omissions of that subcontractor for any Work performed. If any subcontractor is approved, Contractor shall be responsible to ensure that the subcontractor is paid as agreed and that no lien is placed on any City property.

13. WAIVER

A Party'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, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

14. FORCE MAJEURE

Neither Party to this Agreement shall be liable to the other for any failure or delay of performance of any obligation under this Agreement to the extent the failure or delay is

caused by acts of God, public health emergencies, epidemics, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not under its control ("Force Majeure"). To assert Force Majeure, the nonperforming party must prove that a) it made all reasonable efforts to remove, eliminate, or minimize the cause of delay or damage, b) diligently pursued performance of its obligations, c) substantially fulfilled all obligations that could be fulfilled, and d) timely notified the other part of the likelihood or actual occurrence of a Force Majeure event.

15. PUBLIC HEALTH EMERGENCY

A. Contractor is advised that public health emergencies, as declared by the City, the State of Vermont, or the Federal Government, including the current pandemic of Novel Coronavirus (COVID-19), may introduce significant uncertainty into the project. Contractor must comply with all local, state, federal orders, directives, regulations, guidance, advisories during a public health emergency. Contractor shall adhere to the below provisions and consider public health emergencies as they develop project schedules and advance the work.

B. Enforcement & Stoppage of Work. If Contractor fails to comply with any local, state, federal orders, directives, regulations, guidance, or advisories during a public health emergency, the City may stop Work under the Contract until such failure is corrected. Such failure to comply shall constitute breach of the Agreement pursuant to Section 21 (City's Option to Terminate). The City shall have sole discretion in determining if Contractor is compliant with the above.

Upon stoppage of work, the City may allow Work to resume, at a time determined by the City, under this Agreement if such failure to comply is adequately corrected. The City shall have sole discretion in determining if Contractor has adequately corrected its failure to comply with the above. Upon any resumption of Work, the Parties shall negotiate in good faith an equitable adjustment to reflect the reasonable impacts on Contractor resulting from such Work stoppage.

If Contractor's breach of Agreement has not been cured within fourteen (14) days after commencement of such Work stoppage, then City shall be entitled to terminate this Contract pursuant to Section 22.2 (City's Option to Terminate, Termination for Cause).

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

16. CHOICE OF LAW

Vermont law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision rendered null and void by operation of this provision shall not invalidate the remainder of this Agreement to the extent capable of execution.

17. JURISDICTION

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Vermont.

18. ARM'S LENGTH

This Agreement has been negotiated at arm's length, and any ambiguity in any of its terms or provisions shall be interpreted in accordance with the intent of the Parties and not against or in favor of either the City or Contractor.

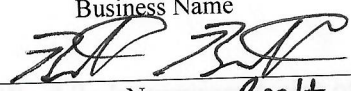
19. SECTION HEADINGS

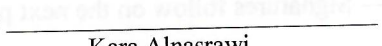
The section heading of this Agreement, including its Attachments, are for convenience of reference only and do not modify or restrict the terms of the Agreement.

— Signatures follow on the next page —

20. SIGNATURE

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

Contractor	
Business Name	
By:	
	Name <u>Brett Barrett</u>
	Title <u>Branch Manager</u>
Date:	<u>6-5-2023</u>

City of Burlington	
(Church Street Marketplace)	
By:	
	Kara Alnasrawi
	Executive Director, Church Street Marketplace
Date:	_____

**EXHIBIT C:
BURLINGTON STANDARD CONTRACT CONDITIONS
FOR CONTRACTORS**

1. DEFINITIONS:

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

2. REGISTRATION: The Contractor agrees to be registered with the Vermont Secretary of State's office as a business entity doing business in the State of Vermont at all times this Contract is effective. This registration must be complete prior to Contract execution.

3. INSURANCE: Prior to beginning any work, the Contractor shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater (www.ambest.com). The certificate of insurance coverage shall be documented on forms acceptable to the City. Compliance with minimum limits and coverage, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the City, must be received prior to the Effective Date of the Contract. The insurance policies shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the City. If this Contract extends to more than one year, evidence of continuing coverage must be submitted to the City on an annual basis. Copies of any insurance policies may be required. Each policy (with the exception of professional liability and worker's compensation) shall name the City as an additional insured for the possible liabilities resulting from the Contractor's actions or omissions. The liability insurance furnished by the Contractor is primary and non-contributory for all the additional insured.

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

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

A. General Liability And Property Damage: With respect to all operations performed by the Contractor, sub-contractors, agents or workers, it is the Contractor's responsibility to

ensure that general liability insurance coverage, on an occurrence form, provides all major divisions of coverage including, but not limited to:

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

Coverage limits shall not be less than:

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

B. Workers' Compensation: With respect to all operations performed, the Contractor shall carry workers' compensation insurance in accordance with the laws of the State of Vermont and ensure that all sub-contractors carry the same workers' compensation insurance for all work performed by them under this Contract. Minimum limits for Employer's Liability:

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

C. Professional Liability Insurance:

1. General: The Consultant/Contractor shall carry appropriate professional liability insurance covering errors and omissions made during their performance of contractual duties with the following minimum limits:

(a) \$3,000,000 - Annual Aggregate

(b) \$2,000,000 - Per Occurrence

2. Deductibles: The Contractor is responsible for any and all deductibles.
3. Coverage: Prior to performing any work, the Contractor shall provide evidence of professional liability insurance coverage defined under this section. In addition, the Contractor shall maintain continuous professional liability coverage for the period of the Contract and for a period of five years following substantial completion of construction.

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

E. Valuable Papers And Records Insurance: The Contractor shall carry valuable papers insurance in a form and amount sufficient to ensure the restoration or replacement of any plans, drawings, field notes, or other information or data relating to the work, whether supplied by the City or developed by the Contractor, sub-contractor, worker, or agent, in the event of loss, impairment, or destruction. Such coverage shall remain in force until the final plans as well as all related materials have been delivered by the Contractor to, and accepted by, the City. Unless otherwise provided, Valuable Papers and Records Insurance shall provide coverage on an "individual occurrence" basis with limits in the amount of one hundred and fifty thousand dollars (\$150,000) when the insured items are in the Contractor's possession, and in the amount of forty thousand dollars (\$40,000) regardless of the physical location of the insured items.

F. Umbrella Liability:

1. \$1,000,000 Each Event Limit

2. \$1,000,000 General Aggregate Limit

4. CONFLICT OF INTEREST: The Contractor shall disclose in writing to the City any actual or potential conflicts of interest or any appearance of a conflict of interest by the Contractor, its employees or agents, or its sub-contractors, if any.

5. PLANS, RECORDS, AND AVAILABLE DATA: The City agrees to make available, at no charge, for the Contractor's use all available data related to the Contract including any preliminary plans, maps, drawings, photographs, reports, traffic data, calculations, EDM, valuable papers, topographic survey, utility location plats, or any other pertinent public records.

6. PERSONNEL REQUIREMENTS AND CONDITIONS: The Contractor shall employ only qualified personnel with appropriate and valid licensure, to the extent a license is required for the work performed. The City shall have the right to approve or disapprove key personnel assigned to administer activities related to the Contract.

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

1. Any City employees who are directly involved with the awarding, administration, monitoring, or performance of the Contract or any project(s) that are the subjects of the Contract.

2. Any person so involved within one (1) year of termination of employment with the

City.

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

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

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

for the purposes of inspection, accounting, and auditing, and the Contractor shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Contractor shall permit the City or representative for the City the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Contractor pursuant to the Contract, as well as any preparatory work, work-in-progress, or completed work at a field site, where applicable.

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

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

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

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

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

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

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

15. APPEARANCES:

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

explain and defend its contractual services covered under the Contract.

The Contractor shall perform any liaison that the City deems necessary for the furtherance of the work and participate in conferences with the City, at any reasonable time, concerning interpretation and evaluation of all aspects covered under the Contract.

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

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

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

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

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

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

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

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

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

- 17. DUTY TO INFORM CITY OF CONTRACT DOCUMENT ERRORS:** If Contractor knows, or has reasonable cause to believe, that a clearly identifiable error or omission exists in the Contract Documents, including but not limited to unit prices and rate calculations, Contractor shall immediately give the City written notice thereof. Contractor shall not cause or permit any Work to be conducted which may relate to the error or omission without first receiving written notice by the City that City representatives understand the possible error or omission and have approved of modifications to the Contract Documents or that Contractor may proceed without any modification being made to Contract Documents.
- 18. NON-APPROPRIATION:** The obligations of the City under this Contract are subject to annual appropriation by the Burlington City Council. If no funds or insufficient funds are appropriated or budgeted to support continuation of payments due under this Contract, the Contract shall terminate automatically on the first day of the fiscal year for which funds have not been appropriated. The Parties understand and agree that the obligations of the City to make payments under this Contract shall constitute a current expense of the City and shall not be construed to be a debt or a pledge of the credit of the City. The decision whether or not to budget and appropriate funds during each fiscal year of the City is within the discretion of the Mayor and City Council of the City. The City shall deliver written notice to Contractor as soon as practicable of any non-appropriation, and Contractor shall not be entitled to any payment or compensation of any kind for work performed after the City has delivered written notice of non-appropriation.
- 19. CHANGES AND AMENDMENTS:** No changes or amendments to the Work of the Contract shall be effective unless documented in writing and signed by authorized representatives of the City and the Contractor.
- 20. EXTENSION OF TIME:** The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by the Contractor for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Contract. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the City may decide. Time extensions shall be granted by amendment, only for excusable delays, such as delays beyond the control of the Contractor and without the fault or negligence of the Contractor.
- 21. PUBLIC HEALTH EMERGENCY:**
- A. Compliance with Mandates and Guidance: The Contractor is advised that public health emergencies—meaning public health emergencies, as declared by the City, the State of Vermont, or the Federal Government—may introduce significant uncertainty into the project. The Contractor must comply with all local, state, federal orders, directives, regulations, guidance, advisories during a public health emergency. Contractor shall adhere to the below provisions and consider public health emergencies as it develops project schedules and advances the Work.
 - B. Creation of Public Health Emergency Plan: For any work performed on-site at a City location, the Contractor shall create a public health emergency plan acceptable to the City.

The Contractor shall be responsible for following this plan and ensuring that the project or site is stable and in a safe and maintainable condition.

- a. Public Health Emergency Plan: The Public Health Emergency Plan will contain:
 - i. Measures to manage risk and mitigate potential impacts to the health and safety of the public, the City and Contractor's workers;
 - ii. Explicit reference to any health and safety performance standards and mandates provided by the City, the State of Vermont, the Federal government, or other relevant governmental entities;
 - iii. A schedule for possible updates to the plan as standards and mandates change; and
 - iv. Means to adjust the schedule and sequence of work should the emergency change in nature or duration.
- b. Review and Acceptance of Plan:
 - i. Contractor must provide the plan to the City by the Effective Date of this Contract or by one (1) week prior to the commencement of on-site activities, whichever is later.
 - ii. The City shall have sole discretion to require changes to the plan.
 - iii. The City may revisit the plan at any time to verify compliance with obligations that arise under a state of emergency.

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

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

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

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

22. **FORCE MAJEURE**: Neither Party to this Contract shall be liable to the other for any failure or delay of performance of any obligation under this Contract to the extent the failure or delay is caused by acts of God, public health emergencies, epidemics, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other

circumstances for which it is not responsible or which is not under its control ("Force Majeure"). To assert Force Majeure, the nonperforming party must prove that a) it made all reasonable efforts to remove, eliminate, or minimize the cause of delay or damage, b) diligently pursued performance of its obligations, c) substantially fulfilled all obligations that could be fulfilled, and d) timely notified the other part of the likelihood or actual occurrence of a Force Majeure event. If any such causes for delay are of such magnitude as to prevent the complete performance of the Contract within two (2) years of the originally scheduled completion date, either Party may by written notice request to amend or terminate the Contract. The suspension of any obligations under this section shall not cause the term of this Contract to be extended and shall not affect any rights accrued under this Contract prior to the occurrence of the Force Majeure. The Party giving notice of the Force Majeure shall also give notice of its cessation.

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

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

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

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

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

- 25. RETURN OF MATERIALS:** Contractor agrees that at the expiration or termination of this Contract, it shall return to City all materials provided to it during its engagement on behalf of City.
- 26. ACCEPTANCE OF FINAL PAYMENT; RELEASE:** Contractor's acceptance of the final payment shall be a release in full of all claims against the City or its agents arising out of or by reason of the Work. Any payment, however, final or otherwise, shall not release the Contractor or their sureties from any obligations under the Contract Documents or any performance or payment bond.
- 27. OWNERSHIP OF THE WORK:** The Contractor agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the Contractor, hereafter referred to as "instruments of professional service", shall become the property of the City as they are prepared and/or developed during execution of the Contract. The Contractor agrees to allow the City access to all "instruments of professional service" at any time. The Contractor shall not copyright any material originating under the Contract without prior written approval of the City. No publications or publicity of the work, in part or in total, shall be made without the express written agreement of the City, except that Contractor may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.
- 28. PROPRIETARY RIGHTS:** The Parties under the Contract hereby mutually agree that, if patentable discoveries or inventions should result from work performed by the Contractors under the Contract, all rights accruing from such discoveries or inventions shall be the sole property of the Contractor. The Contractor, however, agrees to and does hereby grant to the City an irrevocable, nonexclusive, non-transferable, and royalty-free license to the manufacture, use, and disposition of any discovery or invention that may be developed as a part of the Work under the Contract.
- 29. PUBLIC RECORDS:** The Contractor understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled is solely within the purview of City. The Contractor shall identify all records that it considers to be trade secrets as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act and shall also identify all other records it considers to be exempt under the Act. It is not sufficient to merely state generally that the record is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.
- 30. RECORDS RETENTION AND ACCESS:** The Contractor agrees to retain, in its files, and to produce to the City—within the time periods requested—all books, documents, Electronic Data Media (EDM), accounting records, and other records produced or acquired by the

Contractor in the performance of this Contract which are related to the City, at any time during this Contract and for a period of at least three (3) years after its completion or termination. In addition, if any audit, claim, or litigation is commenced before the expiration of that three (3) year period, the records shall be retained until all related audits, claims, or litigation are resolved. The Contractor further agrees that the City shall have access to all the above information for the purpose of review and audit during the Contract period and anytime within the aforementioned retention period. Copies of all of the above referenced information shall be provided to the City, if requested, in the format in which the records were obtained, created, or maintained, such that their original use and purpose can be achieved. Contractor, sub-Contractors, or their representatives performing work related to the Contract, are responsible to ensure that all data and information created or stored on EDM is secure and can be duplicated and used if the EDM mechanism is subjected to power outage, obsolescence, or damage.

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

32. SETTLEMENTS OF MISUNDERSTANDINGS: To avoid misunderstandings and litigation, it is mutually agreed by all Parties that the [Head of Department] shall act as referee on all questions arising under the terms of the Contract and that the decision of the [Head of Department] in such cases shall be binding upon both Parties.

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

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

B. Termination for Cause:

i. **Breach:** Contractor shall be in default if Contractor fails in any manner to fully perform and carry out each and all conditions of this Contract, including, but not limited to, Contractor's failure to begin or to prosecute the Work in a timely manner

or to make progress as to endanger performance of this Contract; failure to supply a sufficient number of properly skilled employees or a sufficient quantity of materials of proper quality; failure to perform the Work unsatisfactorily as determined by the City; failure to neglect or refuse to remove materials; or in the event of a breach of warranty with respect to any materials, workmanship, or performance guaranty. Contractor will not be in default for any excusable delays as provided in Sections 19-21.

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

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

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

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

35. CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY: During performance of the Contract, the Contractor will not discriminate against any employee or applicant for

employment because of religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status, or genetic information. Contractor, and any sub-contractors, shall comply with any Federal, State, or local law, statute, regulation, Executive Order, or rule that applies to it or the services to be provided under this contract concerning equal employment, fair employment practices, affirmative action, or prohibitions on discrimination or harassment in employment.

36. CHILD SUPPORT PAYMENTS: By signing the Contract, the Contractor certifies, as of the date of signing the Contract, that the Contractor (a) is not under an obligation to pay child support; or (b) is under such an obligation and is in good standing with respect to that obligation; or (c) has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan. If the Contractor is a sole proprietorship, the Contractor's statement applies only to the proprietor. If the Contractor is a partnership, the Contractor's statement applies to all general partners with a permanent residence in Vermont. If the Contractor is a corporation, this provision does not apply.

37. TAX REQUIREMENTS: By signing the Contract, the Contractor certifies, as required by law under 32 VSA, Section 3113, that under the pains and penalties of perjury, that the Contractor is in good standing with respect to payment, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date of signature on the Contract.

38. INDEMNIFICATION:

A. Indemnification by Contractor: Except for the active negligence or willful misconduct of the City, or any of its boards, officers, agents, employees, assigns and successors in interest, Contractor undertakes and agrees to defend, indemnify and hold harmless the City and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and Contractors), damages or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by Contractor or its sub-contractors of any tier.

B. Notice of Claims & City's Right to Participate: 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 Contractor in writing that a claim to which the indemnification provision may apply has been filed. Contractor 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 claims to which this provision applies.

- C. City's Rights and Remedies: Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States and the State of Vermont.
- D. No Indemnification by City: Under no conditions shall the City be obligated to indemnify the Contractor 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 Contractor or any third party.

39. NO GIFTS OR GRATUITIES: The Contractor shall not make any payment or gift or donation of substantial value to any elected official, officer, employee, or agent of the City during the term of this Contract.

40. ASSIGNMENT: Contractor shall not sublet or assign this Work, or any part of it, without the written consent of the City. If any sub-contractor is approved, Contractor shall be responsible and liable for all acts or omissions of that sub-contractor for any Work performed. If any sub-contractor is approved, Contractor shall be responsible to ensure that the sub-contractor is paid as agreed and that no lien is placed on any City property.

41. TRANSFERS, SUBLETTING, ETC: The Contractor shall not assign, sublet, or transfer any interest in the work, covered by this Contract, without prior written consent of the City, and further, if any sub-contractor participates in any work involving additional services, the estimated extent and cost of the contemplated work must receive prior written consent of the City. The approval or consent to assign or sublet any portion of the work, shall in no way relieve the Contractor of responsibility for the performance of that portion of the work so transferred. The form of the sub-contractor's contract shall be as developed by the Contractor and approved by the City. The Contractor shall ensure that insurance coverage exists for any operations to be performed by any sub-contractor as specified in the insurance requirements section of this Contract.

The services of the Contractor, to be performed under the Contract, shall not be transferred without written authorization of the City. Any authorized sub-contracts shall contain all of the same provisions contained in and attached to the original Contract with the City.

42. CONTINUING OBLIGATIONS: The Contractor agrees that if because of death, disability, or other occurrences, it becomes impossible to effectively perform its services in compliance with the Contract, neither the Contractor nor its surviving members shall be relieved of their obligations to complete the Contract unless the City agrees to terminate the Contract because it determines that the Contractor is unable to satisfactorily execute the Contract.

43. INTERPRETATION & IMPLEMENTATION: Provisions of the Contract shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both Parties.

44. ARM'S LENGTH: This Contract has been negotiated at arm's length, and any ambiguity in any of its terms or provisions shall be interpreted in accordance with the intent of the Parties and not against or in favor of either the City or Contractor.

45. RELATIONSHIP: The Contractor is an independent contractor and shall act in an independent capacity and not as officers or employees of the City. To that end, the Contractor shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. The Contractor shall provide its own tools, materials, or equipment. The Parties agree that neither the Contractor nor its principal(s) or employees are entitled to any employee benefits from the City. Contractor understands and agrees that it and its principal(s) or employees have no right to claim any benefits under the Burlington Employee Retirement System, the City's worker's compensation benefits, health insurance, dental insurance, life insurance, or any other employee benefit plan offered by the City. The Contractor agrees to execute any certifications or other documents and provide any certificates of insurance required by the City and understands that this Contract is conditioned on its doing so, if requested.

The Contractor understands and agrees that it is responsible for the payment of all taxes on the above sums and that the City will not withhold or pay for Social Security, Medicare, or other taxes or benefits or be responsible for any unemployment benefits.

46. CHOICE OF LAW: Vermont law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision rendered null and void by operation of this provision shall not invalidate the remainder of this Contract to the extent capable of execution.

47. JURISDICTION: All suits or actions related to this Contract shall be filed and proceedings held in the State of Vermont.

48. BINDING EFFECT AND CONTINUITY: This Contract shall be binding upon and shall inure to the benefit of the Parties, their' respective heirs, successors, representatives, and assigns. If a dispute arises between the Parties, each Party will continue to perform its obligations under this Contract during the resolution of the dispute, until the Contract is terminated in accordance with its terms.

49. SEVERABILITY: The invalidity or unenforceability of any provision of this Contract, shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.

50. ENTIRE CONTRACT & AGREEMENT: This Contract constitutes the entire Contract, agreement, and understanding of the Parties with respect to the subject matter of this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

51. APPENDICES: The City may attach to these conditions appendices containing various forms

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

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

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

EXHIBIT D

ARTICLE VI. LIVABLE WAGES¹

21-80 Findings and purpose.

In enacting this article, the city council states the following findings and purposes:

- (a) Income from full-time work should be sufficient to meet an individual's basic needs;
- (b) The City of Burlington is committed to ensuring that its employees have an opportunity for a decent quality of life and are compensated such that they are not dependent on public assistance to meet their basic needs;
- (c) The City of Burlington is committed, through its contracts with vendors and provision of financial assistance, to encourage the private sector to pay its employees a livable wage and contribute to employee health care benefits;
- (d) The creation of jobs that pay livable wages promotes the prosperity and general welfare of the City of Burlington and its residents, increases consumer spending with local businesses, improves the economic welfare and security of affected employees and reduces expenditures for public assistance;
- (e) It is the intention of the city council in passing this article to provide a minimum level of compensation for employees of the City of Burlington and employees of entities that enter into service contracts or receive financial assistance from the City of Burlington.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-81 Definitions.

As used in this article, the following terms shall be defined as follows:

- (a) *Contractor or vendor* is a person or entity that has a service contract with the City of Burlington where the total amount of the service contract or service contracts exceeds fifteen thousand dollars (\$15,000.00) for any twelve (12) month period, including any subcontractors of such contractor or vendor.
- (b) *Grantee* is a person or entity that is the recipient of financial assistance from the City of Burlington in the form of grants, including any contractors or subgrantees of the grantee, that exceed fifteen thousand dollars (\$15,000.00) for any twelve (12) month period.

(c) *Covered employer* means the City of Burlington, a contractor or vendor or a grantee as defined above. The primary contractor, vendor, or grantee shall be responsible for the compliance of each of its subcontractors (or of each subgrantee) that is a covered employer.

(d) *Covered employee* means an "employee" as defined below, who is employed by a "covered employer," subject to the following:

(1) An employee who is employed by a contractor or vendor is a "covered employee" during the period of time he or she expends on furnishing services under a service contract with the City of Burlington, notwithstanding that the employee may be a temporary or seasonal employee;

(2) An employee who is employed by a grantee who expends at least half of his or her time on activities funded by the City of Burlington is a "covered employee."

(e) *Designated accountability monitor* shall mean a nonprofit corporation which has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and that is independent of the parties it is monitoring.

(f) *Employee* means a person who is employed on a full-time or part-time regular basis. In addition, commencing with the next fiscal year, a seasonal or temporary employee of the City of Burlington who works ten (10) or more hours per week and has been employed by the City of Burlington for a period of four (4) years shall be considered a covered employee commencing in the fifth year of employment. "Employee" shall not refer to volunteers working without pay or for a nominal stipend, persons working in an approved apprenticeship program, persons who are hired for a prescribed period of six (6) months or less to fulfill the requirements to obtain a professional license as an attorney, persons who are hired through youth employment programs or student workers or interns participating in established educational internship programs.

(g) *Employer-assisted health care* means health care benefits provided by employers for employees (or employees and their dependents) at the employer's cost or at an employer contribution towards the purchase of such health care benefits, provided that the employer cost or contribution consists of at least one dollar and twenty cents (\$1.20) per hour. (Said amount shall be adjusted every two (2) years for inflation, by the chief administrative officer of the city.)

(h) *Livable wage* has the meaning set forth in Section 21-82.

(i) *Retaliation* shall mean the denial of any right guaranteed under this article, and any threat, discipline, discharge, demotion, suspension, reduction of hours, or any other adverse action against an employee for exercising any right guaranteed under this article. Retaliation shall also include coercion, intimidation, threat, harassment, or interference in any manner with any investigation, proceeding, or hearing under this article.

(j) *Service contract* means a contract primarily for the furnishing of services to the City of Burlington (as opposed to the purchasing or leasing of goods or property). A contract involving the furnishing of financial products, insurance products, or software, even if that contract also includes some support or other services related to the provision of the products, shall not be considered a service contract.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-82 Livable wages required.

(a) Every covered employer shall pay each and every covered employee at least a livable wage no less than:

(1) For a covered employer that provides employer-assisted health care, the livable wage shall be at least fifteen dollars and thirty-five cents (\$15.35) per hour on the effective date of the amendments to this article.

(2) For a covered employer that does not provide employer-assisted health care, the livable wage shall be at least sixteen dollars and seventy-four cents (\$16.74) per hour on the effective date of the amendments to this article.

(3) Covered employees whose wage compensation consists of more or other than hourly wages, including, but not limited to, tips, commissions, flat fees or bonuses, shall be paid so that the total of all wage compensation will at least equal the livable wage as established under this article.

(b) The amount of the livable wage established in this section shall be adjusted by the chief administrative officer of the city as of July 1 of each year based upon a report of the Joint Fiscal Office of the State of Vermont that describes the basic needs budget for a single person but utilizes a model of two (2) adults residing in a two (2) bedroom living unit in an urban area with the moderate cost food plan. Should there be no such report from the Joint Fiscal Office, the chief administrative officer shall obtain and utilize a basic needs budget that applies a similar methodology. The livable wage rates derived from utilizing a model of two (2) adults residing in a two (2) bedroom living unit in an urban area with a moderate cost food plan shall not become effective until rates meet or exceed the 2010 posted livable wage rates. Prior to May 1 preceding any such adjustment and prior to

May 1 of each calendar year thereafter, the chief administrative officer will provide public notice of this adjustment by posting a written notice in a prominent place in City Hall by sending written notice to the city council and, in the case of covered employers that have requested individual notice and provided contact information to the chief administrative officer, by notice to each such covered employer. However, once a livable wage is applied to an individual employee, no reduction in that employee's pay rate is permissible due to this annual adjustment.

(c) Covered employers shall provide at least twelve (12) compensated days off per year for full-time covered employees, and a proportionate amount for part-time covered employees, for sick leave, vacation, personal, or combined time off leave.

(Ord. of 11-19-01; Ord. of 5-2-11; Ord. of 6-13-11; Ord. of 10-21-13)

21-83 Applicability.

(a) This article shall apply to any service contract or grant, as provided by this article that is awarded or entered into after the effective date of the article. After the effective date of the article, entering into any agreement or an extension, renewal or amendment of any contract or grant as defined herein shall be subject to compliance with this article.

(b) The requirements of this article shall apply during the term of any service contract subject to the article. Covered employers who receive grants shall comply with this article during the period of time the funds awarded by the City of Burlington are being expended by the covered employer.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-84 Enforcement.

(a) Each service contract or grant covered by this article shall contain provisions requiring that the covered employer or grantee submit a written certification, under oath, during each year during the term of the service contract or grant, that the covered employer or grantee (including all of its subcontractors and subgrantees, if any) is in compliance with this article. The failure of a contract to contain such provisions does not excuse a covered employer from its obligations under this article. The covered employer shall agree to post a notice regarding the applicability of this section in any workplace or other location where employees or other persons contracted for employment are working. The covered employer shall agree to provide payroll records or other documentation for itself and any subcontractors or subgrantees, as deemed necessary by the chief

administrative officer of the City of Burlington, within ten (10) business days from receipt of the City of Burlington's request.

(b) The chief administrative officer of the City of Burlington may require that a covered employer submit proof of compliance with this article at any time, including but not limited to:

- (1) Verification of an individual employee's compensation;
- (2) Production of payroll, health insurance enrollment records, or other relevant documentation; or
- (3) Evidence of proper posting of notice.

If a covered employer is not able to provide that information within ten (10) business days of the request, the chief administrative officer may turn the matter over to the city attorney's office for further enforcement proceedings.

(c) The City of Burlington shall appoint a designated accountability monitor that shall have the authority:

- (1) To inform and educate employees of all applicable provisions of this article and other applicable laws, codes, and regulations;
- (2) To create a telephonic and electronic accountability system under this article that shall be available at all times to receive complaints under this article;
- (3) To establish and implement a system for processing employees' complaints under this article, including a system for investigating complaints and determining their initial credibility; and
- (4) To refer credible complaints to the city attorney's office for potential enforcement action under this article.

The designated accountability monitor shall forward to the City of Burlington all credible complaints of violations within ten (10) days of their receipt.

(d) Any covered employee who believes his or her covered employer is not complying with this article may file a complaint in writing with the city attorney's office within one (1) year after the alleged violation. The city attorney's office shall conduct an investigation of the complaint, during which it may require from the covered employer evidence such as may be required to determine whether the covered employer has been compliant, and shall make a finding of compliance or noncompliance within a reasonable time after receiving the

complaint. Prior to ordering any penalty provided in subsection (e), (f), or (g) of this section, the city attorney's office shall give notice to the covered employer. The covered employer may request a hearing within thirty (30) days of receipt of such notice. The hearing shall be conducted by a hearing officer appointed by the city attorney's office, who shall affirm or reverse the finding or the penalty based upon evidence presented by the city attorney's office and the covered employer.

(e) The City of Burlington shall have the right to modify, terminate and/or seek specific performance of any contract or grant with a covered employer from any court of competent jurisdiction, if the covered employer has not complied with this article.

(f) Any covered employer who violates this article may be barred from receiving a contract or grant from the city for a period up to two (2) years from the date of the finding of violation.

(g) A violation of this article shall be a civil offense subject to a civil penalty of from two hundred dollars (\$200.00) to five hundred dollars (\$500.00). All law enforcement officers and any other duly authorized municipal officials are authorized to issue a municipal complaint for a violation of this article. Each day any covered employee is not compensated as required by this article shall constitute a separate violation.

(h) If a complaint is received that implicates any City of Burlington employee in a possible violation of this article, that complaint will be handled through the City's personnel procedures, not through the process outlined in this article.

(i) Any covered employee aggrieved by a violation of this article may bring a civil action in a court of competent jurisdiction against the covered employer within two (2) years after discovery of the alleged violation. The court may award any covered employee who files suit pursuant to this section, as to the relevant period of time, the following:

(1) The difference between the livable wage required under this article and the amount actually paid to the covered employee;

(2) Equitable payment for any compensated days off that were unlawfully denied or were not properly compensated;

(3) Liquidated damages in an amount equal to the amount of back wages and/or compensated days off unlawfully withheld or fifty dollars (\$50.00) for each employee or person whose rights under this article were violated for each day that the violation occurred or continued, whichever is greater;

(4) Reinstatement in employment and/or injunctive relief; and

(5) Reasonable attorneys' fees and costs.

(j) It shall be unlawful for an employer or any other person to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this article. No person shall engage in retaliation against an employee or threaten to do so because such employee has exercised rights or is planning to exercise rights protected under this article or has cooperated in any investigation conducted pursuant to this article.

(Ord. of 11-19-01; Ord. of 2-17-04; Ord. of 5-2-11; Ord. of 10-21-13)

21-85 Other provisions.

(a) No covered employer shall reduce the compensation, wages, fringe benefits or leave available to any covered employee in order to pay the livable wage required by this article. Any action in violation of this subsection shall be deemed a violation of this article subject to the remedies of Section [21-84](#).

(b) No covered employer with a current contract, as of the effective date of this provision, with the City of Burlington for the use of property located at the Burlington International Airport may reduce, during the term of that contract, the wages of a covered employee below the livable wage as a result of amendments to this article.

(c) Where pursuant to a contract for services with the city, the contractor or subcontractor incurs a contractual obligation to pay its employees certain wage rates, in no case except as stated in subsection (d) of this section, shall the wage rates paid pursuant to that contract be less than the minimum livable wage paid pursuant to this article.

(d) Notwithstanding subsection (c) of this section, where employees are represented by a bargaining unit or labor union pursuant to rights conferred by state or federal law and a collective bargaining labor agreement is in effect governing the terms and conditions of employment of those employees, this chapter shall not apply to those employees, and the collective bargaining labor agreement shall control.

(e) Covered employers shall inform employees making less than twelve dollars (\$12.00) per hour of their possible right to the Earned Income Tax Credit under federal and state law.

(f) The chief administrative officer of the city shall have the authority to promulgate rules as necessary to administer the provisions of this article, which shall become effective upon approval by the city council.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-86 Exemptions.

An exemption from any requirement of this article may be requested for a period not to exceed two (2) years:

- (a) By a covered employer where payment of the livable wage would cause substantial economic hardship; and
- (b) By the City of Burlington where application of this article to a particular contract or grant is found to violate specific state or federal statutory, regulatory or constitutional provisions or where granting the exemption would be in the best interests of the City.

A covered employer or grantee granted an exemption under this section may reapply for an exemption upon the expiration of the exemption. Requests for exemption may be granted by majority vote of the city council. All requests for exemption shall be submitted to the chief administrative officer. The finance committee of the City of Burlington shall first consider such request and make a recommendation to the city council. The decision of the city council shall be final.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-87 Severability.

If any part or parts or application of any part of this article is held invalid, such holding shall not affect the validity of the remaining parts of this article.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-88 Annual reporting.

On or before April 15 of each year, the city attorney's office shall submit a report to the city council that provides the following information:

- (a) A list of all covered employers broken down by department;
- (b) A list of all covered employers whose service contract did not contain the language required by this article; and
- (c) All complaints filed and investigated by the city attorney's office and the results of such investigation.

(Ord. of 10-21-13)

21-89 Effective date.

The amendments to this article shall take effect on January 1, 2014, and shall not be retroactively applied.

(Ord. of 10-21-13)

EXHIBIT E

ARTICLE VII. OUTSOURCING

21-90 Policy.

It is the policy of the City of Burlington to let service contracts to contractors, subcontractors and vendors who perform work in the United States.

(Ord. of 11-21-05/12-21-05)

21-91 Definitions.

(a) *Contractor or vendor.* A person or entity that has a contract with the City of Burlington primarily for the furnishing of services (as opposed to the purchasing of goods), including any subcontractors of such contractor or vendor.

(b) *Government funded project.* Any contract for services which involves any city funds and the total amount of the contract is fifty thousand dollars (\$50,000.00) or more. Burlington School Department contracts shall not be considered government funded projects under this article.

(c) *Outsourcing.* The assigning or reassigning, directly, or indirectly through subcontracting, of services under a government funded project to workers performing the work outside of the United States.

(Ord. of 11-21-05/12-21-05)

21-92 Implementation.

(a) No contract for a government funded project shall be let to any contractor, subcontractor, or vendor who is outsourcing, or causing the work to be performed outside of the United States or Canada.

(b) Prior to the commencement of work on a government funded project a contractor, subcontractor or vendor shall provide written certification that the services provided under the contract will be performed in the United States or Canada.

(Ord. of 11-21-05/12-21-05)

21-93 Exemption.

An exemption from requirements of this article may be authorized by the chief administrative officer based upon a determination that the services to be performed for the government funded project are not available in the United States or Canada at a reasonable cost. Any such exemption decision by the chief administrative officer

shall be reported to the board of finance in writing within five (5) days. The board of finance may, if it should vote to do so, override the exemption decision if such vote occurs within fourteen (14) days of the date of the chief administrative officer's communication to such board.

(Ord. of 11-21-05/12-21-05)

21-94 Enforcement.

(a) Any contractor, subcontractor or vendor who files false or materially misleading information in connection with an application, certification or request for information pursuant to the provisions of this article or outsources work on a government funded project shall be deemed to be in violation of this article.

(b) A violation of this article shall be a civil offense subject to a civil penalty of from one hundred dollars (\$100.00) to five hundred (\$500.00). All law enforcement officers and any other duly authorized municipal officials are authorized to issue a municipal complaint for a violation of this article. Each day any violation of any provision of this article shall continue shall constitute a separate violation.

(c) The City of Burlington shall have the right to modify, terminate and or seek specific performance of any contract for a government funded project if the contractor, subcontractor or vendor has not complied with this article.

(Ord. of 11-21-05/12-21-05)

21-95—21-99 Reserved.

EXHIBIT F

ARTICLE VIII. UNION DETERRENCE

21-100 Policy.

It is the policy of the City of Burlington to limit letting contracts to organizations that provide union deterrence services to other companies.

(Ord. of 3-27-06/4-26-06)

21-101 Definitions.

- (a) *Contractor or vendor.* A person or entity that has a contract with the City of Burlington primarily for the furnishing of services (as opposed to the purchasing of goods), including any subcontractors of such contractor or vendor.
- (b) *Government funded project.* Any contract for services which involves any City funds and the total amount of the contract is fifteen thousand dollars (\$15,000.00) or more. Burlington School Department contracts shall not be considered government funded projects under this article.
- (c) *Union deterrence services.* Services provided by a contractor, subcontractor or vendor that are not restricted to advice concerning what activities by an employer are prohibited and permitted by applicable laws and regulations, but extend beyond such legal advice to encouraging an employer to do any of the following:
- 1) Hold captive audience, (i.e., mandatory) meetings with employees encouraging employees to vote against the union;
 - 2) Have supervisors force workers to meet individually with them to discuss the union;
 - 3) Imply to employees, whether through written or oral communication, that their employer may have to shut down or lay people off if the union wins the election;
 - 4) Discipline or fire workers for union activity;
 - 5) Train managers on how to dissuade employees from supporting the union.
- (d) *Substantial portion of income.* For the purposes of this article, substantial portion of income shall mean greater than ten (10) percent of annual gross revenues or one hundred thousand dollars (\$100,000.00), whichever is less.

Board of Finance and City Council Submission Checklist

Department: Business & Workforce Development Submitter: Samantha McGinnis & Kara Alnasrawi

Title/Subject: Snow Removal RFP

	Approval:	Meeting Date:
☐	Board of Finance	
☐	City Council	Click or tap to enter a date.
☒	Concurrent	8/7/2023 BoF 8/14/2023 CC

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	7/5/2023	Director Alnasrawi
Mayor's Office informed and approved memo	Yes	7/31/2023	Click or tap here to enter text.
Board/Commission, if required	Yes	7/19/2023	Unanimously approved at 7/19/23 meeting
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	5/1/2023	Hayley McClenahan Approved with RFP
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	7/7/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	7/29/2023	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?	Yes	In RFP
Additional Materials, if necessary	Yes	RFP Submission
Draft Resolution or Motion?	Yes	In Memo
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.



MEMORANDUM

To: Board of Finance/City Council

From: Kara Alnasrawi, Director, Business & Workforce Development
Samantha McGinnis, Assistant Director, Business & Workforce Development

Date: August 7, 2023

Re: Church Street Marketplace Snow Removal – Authorization to Award Contract

REQUEST

The Church Street Marketplace seeks Board of Finance recommendation and City Council authorization to enter into a three-year contract, October 2023 – April 2026, with J. Labrecque, LLC for snow plowing services within the Marketplace District.

BACKGROUND

Every three years the Church Street Marketplace solicits bids for assistance with snow removal.

The Church Street Marketplace receives daily deliveries starting at 7:00am which require a clear street. In addition, for the safety of the public using this pedestrian mall seven days a week, it is crucial that snow is plowed and removed immediately upon falling so that the Marketplace maintenance team can salt.

The selected contractor provides services including plowing and removal of snow each season (October – April), responsibility for the provision of backup plowing and removal of equipment in the event of breakdowns or other unforeseen circumstances; monitoring snow accumulation on the Marketplace; plowing only when the accumulation is 1" or greater; and arranging removal of all snow as specified and directed above within 36 hours after the completion of the plowing.

FUNDING

The Church Street Marketplace funds its own budget through common area fees charged to property owners which are passed through to merchants. These fees will fund the entirety of this snow removal contract. The award of this contract is subject to Church Street Commission approval at their July 19, 2023 meeting.

The Charter of the City of Burlington, states that the Church Street Marketplace is barred from using city services to maintain the street.

CONTRACTOR/BID SELECTION

One bid was received in response to our Invitation to Bid. The values of the bid are in Table 1 below:

Table 1 – Bid Results

Contractor	Bid year one (Winter 2023/24)	Bid year two (Winter 2024/25)	Bid year three (Winter 2025/26)
J. Labrecque, LLC	\$55,700.00	\$57,400.00	\$60,000.00

After consultation with Marketplace staff and thorough review of previous plow service on Church Street J. Labrecque, LLC was chosen. In particular, their exemplary recommendation from the University of Vermont and past experience working on the Marketplace were taken into consideration.

MOTIONS

The Church Street Marketplace respectfully requests that the Board of Finance and City Council approve the following motions:

Board of Finance:

To approve and recommend that the City Council authorize the Director of the Church Street Marketplace to execute a three-year contract with J. Labrecque, LLC for snowplowing services for a total authorized amount not to exceed \$173,100, subject to final review and approval by the City Attorney's Office.

City Council:

To authorize the Director of the Church Street Marketplace to execute a three-year contract with J. Labrecque, LLC for snowplowing services for a total authorized amount not to exceed \$173,100, subject to final review and approval by the City Attorney's Office.



**CITY OF BURLINGTON
REQUEST FOR PROPOSALS**

Issued: May 15, 2023
Questions Due By: May 22, 2023
Answers Posted By: May 25, 2023
Proposals Due: June 7, 2023

I. PROJECT BACKGROUND

The Church Street Marketplace (CSM) is seeking proposals for snow plowing and removal services on the Church Street Marketplace District (Church Street between Main & Pearl Streets). The Church Street Marketplace intends to enter a three-year contract for services beginning in October 2023, and expiring after April 2026.

II. SCOPE OF WORK

FOR THE CONTRACT PERIOD, CONTRACTOR SHALL:

- Provide plowing and removal of snow each season (October – April), for three fiscal years, from FY 24 – FY 26;
Area to be plowed:
 - Church Street Marketplace District, the four blocks of Church Street, in Burlington, Vermont, between Main and Pearl Streets, excluding the nine foot right of way which Church Street Marketplace staff will maintain; and as far into the side streets – Pearl, Cherry, Bank, College and Main – as the Marketplace pavers exist;
 - Parking lot behind Homeport (52 Church Street) from the entrance at Cherry Street to the retaining wall at the furthest edge 50 Church Street (currently Banana Republic).
- Charge a fixed price for each season;
- Develop a work plan designated each year by coordinating and attending a walkabout with Marketplace’s maintenance supervisor or their designee;
- **Place rubber tips on plow blades**, so as not to damage CSM bricks, manhole covers, granite blocks, and tree cobblestones;
- Be responsible for the provision of backup plowing and removal of equipment in the event of breakdowns or other unforeseen circumstances;
- Be responsible for monitoring the snow accumulation on the CSM and plow only when the CSM has received 1” of snow or greater;

- Make arrangements to remove all snow, as specified and directed above, within 36 hours after the completion of the plowing, unless otherwise directed to remove or not to remove the snow;
- Remove snow to within not more than six feet of all obstructions except trees. The radius around trees shall not be less than three feet. The removal of snow, if affected, from those areas, shall be accomplished by CSM staff;
- Remove snow piles from the CSM at any time of day or evening, unless otherwise requested.
- Agree to adhere to safety practices in regard to pedestrians when removing snow during normal hours of business for CSM shops and restaurants;
- Provide supervision at all times when the contractor is present on the CSM to ensure efficient performance of work;
- Meet for a physical walk through of the CSM with the Marketplace's maintenance supervisor or their designee to determine damage and quality assessment of work performed after each removal;
- Coordinate all work with the Marketplace's maintenance supervisor or their designee;

FOR THE CONTRACT PERIOD, MARKETPLACE AGREES TO:

- Be responsible for ALL salting on the CSM;
- Clear snow away from the nine-foot right of way/sidewalk in front of all Church Street buildings;
- With its own equipment (John Deere tractors), push the bulk of snow into large piles into the center of Church Street when there is an accumulation of 1" or more of snow for the Contractor to remove;
- Provide contractor with access to the City's "snow dump," located near Burlington's Waterfront and managed by the Department of Public Works. Marketplace requests that the Snow Dump be used during daylight hours to reduce noise from truck tailgates disturbing those residents living on Burlington's Waterfront.

III. RESPONSE FORMAT

Interested Contractors should submit their Bid and Work Plan, Exhibit B, as well as their executed City of Burlington Ordinance Com in conformity with the procedures outlined in Section VI of this RFP.

IV. CONTRACTOR SELECTION

No proposal will be considered accepted until all necessary City authorizations, including those required by the Board of Finance and City Council, if necessary, have been received and an agreement is executed by both parties.

Marketplace staff will review the proposals and determine which if any, contractor will be awarded the contract.

The Church Street Marketplace reserves the right to obtain clarification of any point in a vendor's proposal or to obtain additional information necessary to properly evaluate a proposal. Failure by

a vendor to respond to such a request for additional information or clarification may result in rejection of the vendor's proposal. Vendors who submit qualifying proposals may be asked for an interview.

V. SUBMISSIONS

Questions can be submitted through email to Director Kara Alnasrawi at the e-mail below by May 22, 2023. Responses will be posted on the Church Street Marketplace website, www.churchstmarketplace.com, by May 25, 2023.

To be considered, please submit an electronic copy by 6:00 p.m. EST on June 7, 2023 to:

Kara Alnasrawi
Executive Director
Church Street Marketplace
kalnasrawi@burlingtonvt.gov

Late submissions will not be accepted for consideration.

VI. EXHIBITS

- A. Exhibit A: Bid and Work Plan
- B. Exhibit B: City of Burlington Draft Agreement
- C. Exhibit C: Burlington Standard Contract Conditions
- D. Exhibit D: Burlington Livable Wage Ordinance Certification
- E. Exhibit E: Burlington Outsourcing Ordinance Certification
- F. Exhibit F: Burlington Union Deterrence Ordinance Certification

Bid documents include this main body of the request for proposals and all exhibits.

VII. CONTRACTING

The Contractor, prior to being awarded a contract, shall apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1101, PH: 802-828-2363, Toll-free: 800-439-8683; Vermont Relay Service – 711; web site: <https://www.sec.state.vt.us/>. The contract will not be executed until the Consultant is registered with the Secretary of State's Office. The successful Consultant will be expected to execute sub-agreements for each sub-consultant named in the proposal upon award of this contract.

Prior to beginning any work, the Consultant shall obtain Insurance Coverage naming the City as additional insured, in accordance with the Burlington Standard Contractor Conditions (attachment D in this RFP). The certificate of insurance (COI) coverage shall be documented on forms acceptable to the City.

VIII. AGREEMENT REQUIREMENTS

The selected contractor will be required to execute a contract with the City on the terms and conditions required by the City, including, but not limited to those in the Burlington Contractor Conditions (Attachment C) and the attached Draft Agreement (Attachment B).

IX. LIMITATIONS OF LIABILITY

The City assumes no responsibility or liability for costs incurred by parties responding to this Request for Proposals.

X. COSTS ASSOCIATED WITH PROPOSAL

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

XI. INDEMNIFICATION

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

XII. REJECTION OF PROPOSALS

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

XIII. OWNERSHIP OF DOCUMENTS

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

XIV. PUBLIC RECORDS

Any and all records submitted to the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of City. All records the responding party considers to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act,

or that the responding party otherwise seeks to have the City consider as exempt must be identified clearly and specifically at the time of submission. It is not sufficient to merely state generally that a proposal is proprietary, contains a trade secret, or is otherwise exempt. Particular records, pages, and sections which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

XV. DUTY TO INFORM CITY OF BID DOCUMENT ERRORS

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

XVI. PUBLIC HEALTH EMERGENCIES

Bidders are advised that public health emergencies, as declared by the City, the State of Vermont, or the Federal Government, including the current pandemic of Novel Coronavirus (COVID-19), may introduce significant uncertainty into the project, including disruption of timelines or revised practices. Contractors shall consider public health emergencies as they develop project schedules and advance the work.

While the Contractor is responsible for ensuring that the project or site is stable and in a safe and maintainable condition, the City will have the right to inspect all preparatory, in-progress, and final work to ensure compliance with health and safety standards and may at any time require the Contractor to stop work until it becomes compliant.

If a public health emergency is declared, the City will not be responsible for any delays related to the sequence of operations or any expenses or losses incurred as a result of any delays. Any delays related to public emergencies, including the current pandemic of Novel Coronavirus (COVID-19), will be excusable, but will not be compensable.



**EXHIBIT A
BID AND WORK PLAN**

**REQUEST FOR PROPOSALS - SNOWPLOWING AND REMOVAL
FOR THE CHURCH STREET MARKETPLACE DISTRICT,
October 2023 – April 2026**

Please complete the information requested below and send to Church Street Marketplace electronically as directed in the Request for Proposals by June 7th 2023. Late submissions will not be accepted.

Bid (Proposal and Work Plan) of _____
(Name of Your Company)

The Bidder, in compliance with the Marketplace's request for snowplowing and removal bids and work plans, having examined relevant documents, and being familiar with all the conditions surrounding the project, hereby proposes to furnish snowplowing and removal equipment and labor for the Marketplace during the winters of 2023 - 2026 in accordance with the contract documents and the price stated below. This price is to cover all expenses incurred in performing the work performed under the contract.

A. BID PRICE.

Year 1: 2023-2024: \$ _____

Year 2: 2024-2025: \$ _____

Year 3: 2025-2026: \$ _____

B. EQUIPMENT

The Bidder lists below equipment owned by the Bidder, showing each piece of equipment required by the Marketplace and the price for each by hour (including operator):

1. Equipment with operator:

Type: _____

Size: _____

Number: _____

2. Equipment with neoprene blade and operator:

Type: _____

Number: _____

3. Dump trucks with operators:

Size(s): _____

Number: _____

4. Other equipment owned by the Bidder (with sizes, numbers), which the bidder believes would be helpful for performing the work.

C. WORK PLAN

Bidder will perform _____% of the work with its own forces. If less than 100%, the sub-contractors are listed below (showing detail as to the work each sub-contractor will perform):

Supervisory Work Experience. The name of the project manager /working supervisor to be assigned to the project are listed below. _____

Name of Project Manager/Working Supervisor: _____

Years of experience supervising snow removal contracts: _____

D. OTHER

1. Has the Bidder ever been terminated during mid-contract on any snow removal project? If so, when, where, and why?
2. Does the Bidder offer early payment discount on its invoices? If so, how much and on what terms?
3. References (three or more):
 - i. _____
 - ii. _____

iii. _____

4. Bidder's complete name, contact name, address, phone number and e-mail:

Business Name: _____

Contact Name: _____

Business Address: _____

City/State: _____

Phone: _____

Email: _____

EXHIBIT B

CITY OF BURLINGTON DRAFT CONSTRUCTION CONTRACT

This Agreement (“Agreement”) is entered into by and between the City of Burlington, Vermont by and through the Church Street Marketplace (“the City”), and _____ (“Contractor”), a Vermont corporation located at _____.

Contractor and the City agree to the terms and conditions of this Agreement.

1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Agreement Documents”** means all the documents identified in §4 of this Agreement.
- B. **“Effective Date”** means the date on which this Agreement is approved and signed by the City, as shown on the signature page.
- C. **“Party”** means the City or Contractor and **“Parties”** means the City and Contractor.
- D. **“Work”** means the services described in §5 of this Agreement, along with the specifications contained in the Agreement Documents as defined in §4 below.
- E. **“Public Health Emergency”** means public health emergencies, as declared by the City, the State of Vermont, or the Federal Government.

2. RECITALS

- A. **Authority.** Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party’s obligations have been duly authorized.
- B. **Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Agreement.
- C. **Purpose.** The City seeks to employ the Contractor to provide holiday, summer, and winter lighting services within the Church Street Marketplace District.

3. EFFECTIVE DATE, TERM, AND TERMINATION

- 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 to pay Contractor for any

performance or expense incurred before the Effective Date or after the expiration or termination of this Agreement.

- B. Term.** This Agreement and the Parties' respective performance shall commence on the Effective Date and expire on _____, 2023 or upon the satisfaction of the City, unless sooner terminated as provided herein.

4. AGREEMENT DOCUMENTS

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

The following documents constitute the Agreement Documents:

Attachment A: Request for Proposals dated May 2023
Attachment B: Contractor's Response to Request for Proposals dated ____ 2023
Attachment C: Burlington Standard Conditions
Attachment D: Burlington Livable Wage Ordinance Certification
Attachment E: Burlington Outsourcing Ordinance Certification
Attachment F: Burlington Union Deterrence Ordinance Certification
Attachment G: Contractor's Certificate of Insurance

5. SCOPE OF WORK

The Contractor shall perform the services listed in Attachments A (Request for Proposals) and B (Contractor's Bid and Work Plan).

6. PAYMENT FOR SERVICES

- A. Amount.** The City shall pay the Contractor for completion of the Work in accordance with Attachment B (Contractor's Response to Request for Proposals) [or as follows: _____]

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

- B. Payment Schedule.** The City shall pay the Contractor in the manner and at such times as set forth in the Agreement Documents [or as follows: _____]. The City seeks to make payment within thirty days of receipt of an invoice and any backup documentation requested under §6D below.

- C. Maximum Limiting Amount.** The total amount that may be paid to the Contractor for all services and expenses under this Agreement shall not exceed the maximum limiting

amount of \$ _____. The City shall not be liable to Contractor for any amount exceeding the maximum limiting amount without duly authorized written approval.

- D. Invoice.** Contractor shall submit one copy of each invoice, including rates and a detailed breakdown by task for each individual providing services, and backup documentation for any equipment or other expenses to the following:

Kara Alnasrawi
Executive Director
Church Street Marketplace
131 Church St. Suite 209
Burlington, VT 05401
(802) 238-1910
kalnasrawi@burlingtonvt.gov

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

- E. Non-Appropriation.** The obligations of the City under this Agreement are subject to annual appropriation by the Burlington City Council. If no funds or insufficient funds are appropriated or budgeted to support continuation of payments due under this Agreement, the Agreement shall terminate automatically on the first day of the fiscal year for which funds have not been appropriated. The Parties understand and agree that the obligations of the City to make payments under this Agreement shall constitute a current expense of the City and shall not be construed to be a debt or a pledge of the credit of the City. Agreement. The decision whether or not to budget and appropriate funds during each fiscal year of the City is within the discretion of the Mayor and City Council of the City.

The City shall deliver written notice to Contractor as soon as practicable of any non-appropriation, and Agreement Contractor shall not be entitled to any payment or compensation of any kind for work performed after the City has delivered written notice of non-appropriation.

7. COMPLIANCE WITH LAWS

The Parties, and any subcontractors approved under this Agreement, shall comply with all applicable laws, statutes, ordinances, rules, regulations, and/or requirements of federal, state, and local governments and agencies thereof.

8. BINDING EFFECT AND CONTINUITY

This Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective heirs, successors, representatives, and assigns. If a dispute arises between the Parties, each Party will continue to perform its obligations under this Agreement during

the resolution of the dispute, until the Agreement is terminated in accordance with its terms.

9. SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement or the Agreement Documents shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

10. ENTIRE AGREEMENT

This Agreement, including the Agreement Documents, constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein or pursuant to Attachment C, Section 18.

11. NO THIRD PARTY BENEFICIARIES

This Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than 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 rights for such third parties.

12. ASSIGNMENT

Contractor shall not sublet or assign this Work, or any part of it, without the written consent of the City. If any subcontractor is approved, Contractor shall be responsible and liable for all acts or omissions of that subcontractor for any Work performed. If any subcontractor is approved, Contractor shall be responsible to ensure that the subcontractor is paid as agreed and that no lien is placed on any City property.

13. WAIVER

A Party'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, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

14. FORCE MAJEURE

Neither Party to this Agreement shall be liable to the other for any failure or delay of performance of any obligation under this Agreement to the extent the failure or delay is

caused by acts of God, public health emergencies, epidemics, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not under its control (“Force Majeure”). To assert Force Majeure, the nonperforming party must prove that a) it made all reasonable efforts to remove, eliminate, or minimize the cause of delay or damage, b) diligently pursued performance of its obligations, c) substantially fulfilled all obligations that could be fulfilled, and d) timely notified the other part of the likelihood or actual occurrence of a Force Majeure event.

15. PUBLIC HEALTH EMERGENCY

- A. Contractor is advised that public health emergencies, as declared by the City, the State of Vermont, or the Federal Government, including the current pandemic of Novel Coronavirus (COVID–19), may introduce significant uncertainty into the project. Contractor must comply with all local, state, federal orders, directives, regulations, guidance, advisories during a public health emergency. Contractor shall adhere to the below provisions and consider public health emergencies as they develop project schedules and advance the work.
- B. Enforcement & Stoppage of Work. If Contractor fails to comply with any local, state, federal orders, directives, regulations, guidance, or advisories during a public health emergency, the City may stop Work under the Contract until such failure is corrected. Such failure to comply shall constitute breach of the Agreement pursuant to Section 21 (City’s Option to Terminate). The City shall have sole discretion in determining if Contractor is compliant with the above.

Upon stoppage of work, the City may allow Work to resume, at a time determined by the City, under this Agreement if such failure to comply is adequately corrected. The City shall have sole discretion in determining if Contractor has adequately corrected its failure to comply with the above. Upon any resumption of Work, the Parties shall negotiate in good faith an equitable adjustment to reflect the reasonable impacts on Contractor resulting from such Work stoppage.

If Contractor’s breach of Agreement has not been cured within fourteen (14) days after commencement of such Work stoppage, then City shall be entitled to terminate this Contract pursuant to Section 22.2 (City’s Option to Terminate, Termination for Cause).

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

16. CHOICE OF LAW

Vermont law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision rendered null and void by operation of this provision shall not invalidate the remainder of this Agreement to the extent capable of execution.

17. JURISDICTION

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Vermont.

18. ARM'S LENGTH

This Agreement has been negotiated at arm's length, and any ambiguity in any of its terms or provisions shall be interpreted in accordance with the intent of the Parties and not against or in favor of either the City or Contractor.

19. SECTION HEADINGS

The section heading of this Agreement, including its Attachments, are for convenience of reference only and do not modify or restrict the terms of the Agreement.

— Signatures follow on the next page —

20. SIGNATURE

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

Contractor Business Name By: _____ Name Title Date: _____

City of Burlington (Church Street Marketplace) By: _____ Kara Alnasrawi Executive Director, Church Street Marketplace Date: _____
--

EXHIBIT C

ARTICLE VI. LIVABLE WAGES¹

21-80 Findings and purpose.

In enacting this article, the city council states the following findings and purposes:

- (a) Income from full-time work should be sufficient to meet an individual's basic needs;
- (b) The City of Burlington is committed to ensuring that its employees have an opportunity for a decent quality of life and are compensated such that they are not dependent on public assistance to meet their basic needs;
- (c) The City of Burlington is committed, through its contracts with vendors and provision of financial assistance, to encourage the private sector to pay its employees a livable wage and contribute to employee health care benefits;
- (d) The creation of jobs that pay livable wages promotes the prosperity and general welfare of the City of Burlington and its residents, increases consumer spending with local businesses, improves the economic welfare and security of affected employees and reduces expenditures for public assistance;
- (e) It is the intention of the city council in passing this article to provide a minimum level of compensation for employees of the City of Burlington and employees of entities that enter into service contracts or receive financial assistance from the City of Burlington.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-81 Definitions.

As used in this article, the following terms shall be defined as follows:

- (a) *Contractor or vendor* is a person or entity that has a service contract with the City of Burlington where the total amount of the service contract or service contracts exceeds fifteen thousand dollars (\$15,000.00) for any twelve (12) month period, including any subcontractors of such contractor or vendor.
- (b) *Grantee* is a person or entity that is the recipient of financial assistance from the City of Burlington in the form of grants, including any contractors or subgrantees of the grantee, that exceed fifteen thousand dollars (\$15,000.00) for any twelve (12) month period.

(c) *Covered employer* means the City of Burlington, a contractor or vendor or a grantee as defined above. The primary contractor, vendor, or grantee shall be responsible for the compliance of each of its subcontractors (or of each subgrantee) that is a covered employer.

(d) *Covered employee* means an "employee" as defined below, who is employed by a "covered employer," subject to the following:

(1) An employee who is employed by a contractor or vendor is a "covered employee" during the period of time he or she expends on furnishing services under a service contract with the City of Burlington, notwithstanding that the employee may be a temporary or seasonal employee;

(2) An employee who is employed by a grantee who expends at least half of his or her time on activities funded by the City of Burlington is a "covered employee."

(e) *Designated accountability monitor* shall mean a nonprofit corporation which has established and maintains valid nonprofit status under Section [501\(c\)\(3\)](#) of the United States Internal Revenue Code of 1986, as amended, and that is independent of the parties it is monitoring.

(f) *Employee* means a person who is employed on a full-time or part-time regular basis. In addition, commencing with the next fiscal year, a seasonal or temporary employee of the City of Burlington who works ten (10) or more hours per week and has been employed by the City of Burlington for a period of four (4) years shall be considered a covered employee commencing in the fifth year of employment. "Employee" shall not refer to volunteers working without pay or for a nominal stipend, persons working in an approved apprenticeship program, persons who are hired for a prescribed period of six (6) months or less to fulfill the requirements to obtain a professional license as an attorney, persons who are hired through youth employment programs or student workers or interns participating in established educational internship programs.

(g) *Employer-assisted health care* means health care benefits provided by employers for employees (or employees and their dependents) at the employer's cost or at an employer contribution towards the purchase of such health care benefits, provided that the employer cost or contribution consists of at least one dollar and twenty cents (\$1.20) per hour. (Said amount shall be adjusted every two (2) years for inflation, by the chief administrative officer of the city.)

(h) *Livable wage* has the meaning set forth in Section [21-82](#).

(i) *Retaliation* shall mean the denial of any right guaranteed under this article, and any threat, discipline, discharge, demotion, suspension, reduction of hours, or any other adverse action against an employee for exercising any right guaranteed under this article. Retaliation shall also include coercion, intimidation, threat, harassment, or interference in any manner with any investigation, proceeding, or hearing under this article.

(j) *Service contract* means a contract primarily for the furnishing of services to the City of Burlington (as opposed to the purchasing or leasing of goods or property). A contract involving the furnishing of financial products, insurance products, or software, even if that contract also includes some support or other services related to the provision of the products, shall not be considered a service contract.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-82 Livable wages required.

(a) Every covered employer shall pay each and every covered employee at least a livable wage no less than:

(1) For a covered employer that provides employer-assisted health care, the livable wage shall be at least fifteen dollars and thirty-five cents (\$15.35) per hour on the effective date of the amendments to this article.

(2) For a covered employer that does not provide employer-assisted health care, the livable wage shall be at least sixteen dollars and seventy-four cents (\$16.74) per hour on the effective date of the amendments to this article.

(3) Covered employees whose wage compensation consists of more or other than hourly wages, including, but not limited to, tips, commissions, flat fees or bonuses, shall be paid so that the total of all wage compensation will at least equal the livable wage as established under this article.

(b) The amount of the livable wage established in this section shall be adjusted by the chief administrative officer of the city as of July 1 of each year based upon a report of the Joint Fiscal Office of the State of Vermont that describes the basic needs budget for a single person but utilizes a model of two (2) adults residing in a two (2) bedroom living unit in an urban area with the moderate cost food plan. Should there be no such report from the Joint Fiscal Office, the chief administrative officer shall obtain and utilize a basic needs budget that applies a similar methodology. The livable wage rates derived from utilizing a model of two (2) adults residing in a two (2) bedroom living unit in an urban area with a moderate cost food plan shall not become effective until rates meet or exceed the 2010 posted livable wage rates. Prior to May 1 preceding any such adjustment and prior to

May 1 of each calendar year thereafter, the chief administrative officer will provide public notice of this adjustment by posting a written notice in a prominent place in City Hall by sending written notice to the city council and, in the case of covered employers that have requested individual notice and provided contact information to the chief administrative officer, by notice to each such covered employer. However, once a livable wage is applied to an individual employee, no reduction in that employee's pay rate is permissible due to this annual adjustment.

(c) Covered employers shall provide at least twelve (12) compensated days off per year for full-time covered employees, and a proportionate amount for part-time covered employees, for sick leave, vacation, personal, or combined time off leave.

(Ord. of 11-19-01; Ord. of 5-2-11; Ord. of 6-13-11; Ord. of 10-21-13)

21-83 Applicability.

(a) This article shall apply to any service contract or grant, as provided by this article that is awarded or entered into after the effective date of the article. After the effective date of the article, entering into any agreement or an extension, renewal or amendment of any contract or grant as defined herein shall be subject to compliance with this article.

(b) The requirements of this article shall apply during the term of any service contract subject to the article. Covered employers who receive grants shall comply with this article during the period of time the funds awarded by the City of Burlington are being expended by the covered employer.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-84 Enforcement.

(a) Each service contract or grant covered by this article shall contain provisions requiring that the covered employer or grantee submit a written certification, under oath, during each year during the term of the service contract or grant, that the covered employer or grantee (including all of its subcontractors and subgrantees, if any) is in compliance with this article. The failure of a contract to contain such provisions does not excuse a covered employer from its obligations under this article. The covered employer shall agree to post a notice regarding the applicability of this section in any workplace or other location where employees or other persons contracted for employment are working. The covered employer shall agree to provide payroll records or other documentation for itself and any subcontractors or subgrantees, as deemed necessary by the chief

administrative officer of the City of Burlington, within ten (10) business days from receipt of the City of Burlington's request.

(b) The chief administrative officer of the City of Burlington may require that a covered employer submit proof of compliance with this article at any time, including but not limited to:

- (1) Verification of an individual employee's compensation;
- (2) Production of payroll, health insurance enrollment records, or other relevant documentation; or
- (3) Evidence of proper posting of notice.

If a covered employer is not able to provide that information within ten (10) business days of the request, the chief administrative officer may turn the matter over to the city attorney's office for further enforcement proceedings.

(c) The City of Burlington shall appoint a designated accountability monitor that shall have the authority:

- (1) To inform and educate employees of all applicable provisions of this article and other applicable laws, codes, and regulations;
- (2) To create a telephonic and electronic accountability system under this article that shall be available at all times to receive complaints under this article;
- (3) To establish and implement a system for processing employees' complaints under this article, including a system for investigating complaints and determining their initial credibility; and
- (4) To refer credible complaints to the city attorney's office for potential enforcement action under this article.

The designated accountability monitor shall forward to the City of Burlington all credible complaints of violations within ten (10) days of their receipt.

(d) Any covered employee who believes his or her covered employer is not complying with this article may file a complaint in writing with the city attorney's office within one (1) year after the alleged violation. The city attorney's office shall conduct an investigation of the complaint, during which it may require from the covered employer evidence such as may be required to determine whether the covered employer has been compliant, and shall make a finding of compliance or noncompliance within a reasonable time after receiving the

complaint. Prior to ordering any penalty provided in subsection (e), (f), or (g) of this section, the city attorney's office shall give notice to the covered employer. The covered employer may request a hearing within thirty (30) days of receipt of such notice. The hearing shall be conducted by a hearing officer appointed by the city attorney's office, who shall affirm or reverse the finding or the penalty based upon evidence presented by the city attorney's office and the covered employer.

(e) The City of Burlington shall have the right to modify, terminate and/or seek specific performance of any contract or grant with a covered employer from any court of competent jurisdiction, if the covered employer has not complied with this article.

(f) Any covered employer who violates this article may be barred from receiving a contract or grant from the city for a period up to two (2) years from the date of the finding of violation.

(g) A violation of this article shall be a civil offense subject to a civil penalty of from two hundred dollars (\$200.00) to five hundred dollars (\$500.00). All law enforcement officers and any other duly authorized municipal officials are authorized to issue a municipal complaint for a violation of this article. Each day any covered employee is not compensated as required by this article shall constitute a separate violation.

(h) If a complaint is received that implicates any City of Burlington employee in a possible violation of this article, that complaint will be handled through the City's personnel procedures, not through the process outlined in this article.

(i) Any covered employee aggrieved by a violation of this article may bring a civil action in a court of competent jurisdiction against the covered employer within two (2) years after discovery of the alleged violation. The court may award any covered employee who files suit pursuant to this section, as to the relevant period of time, the following:

(1) The difference between the livable wage required under this article and the amount actually paid to the covered employee;

(2) Equitable payment for any compensated days off that were unlawfully denied or were not properly compensated;

(3) Liquidated damages in an amount equal to the amount of back wages and/or compensated days off unlawfully withheld or fifty dollars (\$50.00) for each employee or person whose rights under this article were violated for each day that the violation occurred or continued, whichever is greater;

(4) Reinstatement in employment and/or injunctive relief; and

(5) Reasonable attorneys' fees and costs.

(j) It shall be unlawful for an employer or any other person to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this article. No person shall engage in retaliation against an employee or threaten to do so because such employee has exercised rights or is planning to exercise rights protected under this article or has cooperated in any investigation conducted pursuant to this article.

(Ord. of 11-19-01; Ord. of 2-17-04; Ord. of 5-2-11; Ord. of 10-21-13)

21-85 Other provisions.

(a) No covered employer shall reduce the compensation, wages, fringe benefits or leave available to any covered employee in order to pay the livable wage required by this article. Any action in violation of this subsection shall be deemed a violation of this article subject to the remedies of Section [21-84](#).

(b) No covered employer with a current contract, as of the effective date of this provision, with the City of Burlington for the use of property located at the Burlington International Airport may reduce, during the term of that contract, the wages of a covered employee below the livable wage as a result of amendments to this article.

(c) Where pursuant to a contract for services with the city, the contractor or subcontractor incurs a contractual obligation to pay its employees certain wage rates, in no case except as stated in subsection (d) of this section, shall the wage rates paid pursuant to that contract be less than the minimum livable wage paid pursuant to this article.

(d) Notwithstanding subsection (c) of this section, where employees are represented by a bargaining unit or labor union pursuant to rights conferred by state or federal law and a collective bargaining labor agreement is in effect governing the terms and conditions of employment of those employees, this chapter shall not apply to those employees, and the collective bargaining labor agreement shall control.

(e) Covered employers shall inform employees making less than twelve dollars (\$12.00) per hour of their possible right to the Earned Income Tax Credit under federal and state law.

(f) The chief administrative officer of the city shall have the authority to promulgate rules as necessary to administer the provisions of this article, which shall become effective upon approval by the city council.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-86 Exemptions.

An exemption from any requirement of this article may be requested for a period not to exceed two (2) years:

- (a) By a covered employer where payment of the livable wage would cause substantial economic hardship;
and
- (b) By the City of Burlington where application of this article to a particular contract or grant is found to violate specific state or federal statutory, regulatory or constitutional provisions or where granting the exemption would be in the best interests of the City.

A covered employer or grantee granted an exemption under this section may reapply for an exemption upon the expiration of the exemption. Requests for exemption may be granted by majority vote of the city council. All requests for exemption shall be submitted to the chief administrative officer. The finance committee of the City of Burlington shall first consider such request and make a recommendation to the city council. The decision of the city council shall be final.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-87 Severability.

If any part or parts or application of any part of this article is held invalid, such holding shall not affect the validity of the remaining parts of this article.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-88 Annual reporting.

On or before April 15 of each year, the city attorney's office shall submit a report to the city council that provides the following information:

- (a) A list of all covered employers broken down by department;
- (b) A list of all covered employers whose service contract did not contain the language required by this article;
and
- (c) All complaints filed and investigated by the city attorney's office and the results of such investigation.

(Ord. of 10-21-13)

21-89 Effective date.

The amendments to this article shall take effect on January 1, 2014, and shall not be retroactively applied.

(Ord. of 10-21-13)

EXHIBIT D

ARTICLE VII. OUTSOURCING

21-90 Policy.

It is the policy of the City of Burlington to let service contracts to contractors, subcontractors and vendors who perform work in the United States.

(Ord. of 11-21-05/12-21-05)

21-91 Definitions.

(a) *Contractor or vendor.* A person or entity that has a contract with the City of Burlington primarily for the furnishing of services (as opposed to the purchasing of goods), including any subcontractors of such contractor or vendor.

(b) *Government funded project.* Any contract for services which involves any city funds and the total amount of the contract is fifty thousand dollars (\$50,000.00) or more. Burlington School Department contracts shall not be considered government funded projects under this article.

(c) *Outsourcing.* The assigning or reassigning, directly, or indirectly through subcontracting, of services under a government funded project to workers performing the work outside of the United States.

(Ord. of 11-21-05/12-21-05)

21-92 Implementation.

(a) No contract for a government funded project shall be let to any contractor, subcontractor, or vendor who is outsourcing, or causing the work to be performed outside of the United States or Canada.

(b) Prior to the commencement of work on a government funded project a contractor, subcontractor or vendor shall provide written certification that the services provided under the contract will be performed in the United States or Canada.

(Ord. of 11-21-05/12-21-05)

21-93 Exemption.

An exemption from requirements of this article may be authorized by the chief administrative officer based upon a determination that the services to be performed for the government funded project are not available in the United States or Canada at a reasonable cost. Any such exemption decision by the chief administrative officer

shall be reported to the board of finance in writing within five (5) days. The board of finance may, if it should vote to do so, override the exemption decision if such vote occurs within fourteen (14) days of the date of the chief administrative officer's communication to such board.

(Ord. of 11-21-05/12-21-05)

21-94 Enforcement.

(a) Any contractor, subcontractor or vendor who files false or materially misleading information in connection with an application, certification or request for information pursuant to the provisions of this article or outsources work on a government funded project shall be deemed to be in violation of this article.

(b) A violation of this article shall be a civil offense subject to a civil penalty of from one hundred dollars (\$100.00) to five hundred (\$500.00). All law enforcement officers and any other duly authorized municipal officials are authorized to issue a municipal complaint for a violation of this article. Each day any violation of any provision of this article shall continue shall constitute a separate violation.

(c) The City of Burlington shall have the right to modify, terminate and or seek specific performance of any contract for a government funded project if the contractor, subcontractor or vendor has not complied with this article.

(Ord. of 11-21-05/12-21-05)

21-95—21-99 Reserved.

EXHIBIT E

ARTICLE VIII. UNION DETERRENCE

21-100 Policy.

It is the policy of the City of Burlington to limit letting contracts to organizations that provide union deterrence services to other companies.

(Ord. of 3-27-06/4-26-06)

21-101 Definitions.

(a) *Contractor or vendor.* A person or entity that has a contract with the City of Burlington primarily for the furnishing of services (as opposed to the purchasing of goods), including any subcontractors of such contractor or vendor.

(b) *Government funded project.* Any contract for services which involves any City funds and the total amount of the contract is fifteen thousand dollars (\$15,000.00) or more. Burlington School Department contracts shall not be considered government funded projects under this article.

(c) *Union deterrence services.* Services provided by a contractor, subcontractor or vendor that are not restricted to advice concerning what activities by an employer are prohibited and permitted by applicable laws and regulations, but extend beyond such legal advice to encouraging an employer to do any of the following:

- 1) Hold captive audience, (i.e., mandatory) meetings with employees encouraging employees to vote against the union;
- 2) Have supervisors force workers to meet individually with them to discuss the union;
- 3) Imply to employees, whether through written or oral communication, that their employer may have to shut down or lay people off if the union wins the election;
- 4) Discipline or fire workers for union activity;
- 5) Train managers on how to dissuade employees from supporting the union.

(d) *Substantial portion of income.* For the purposes of this article, substantial portion of income shall mean greater than ten (10) percent of annual gross revenues or one hundred thousand dollars (\$100,000.00), whichever is less.

(Ord. of 3-27-06/4-26-06)

21-102 Implementation.

- (a) No contract for a government funded project shall be let to any contractor, subcontractor, or vendor who
- 1) Advises or has advised an employer to conduct any illegal activity in its dealings with a union.
 - 2) Advertises union deterrence services as specialty services;
 - 3) Earns a substantial portion of its income by providing union deterrence services to other companies in order to defeat union organizing efforts.
- (b) Prior to the commencement of work on a government funded project a contractor, subcontractor or vendor shall provide written certification that it has not advised the conduct of any illegal activity, it does not currently, nor will it over the life of the contract provide union deterrence services in violation of this article.

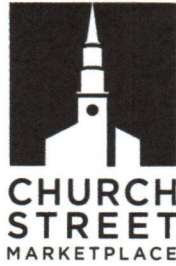
(Ord. of 3-27-06/4-26-06)

21-103 Enforcement.

- (a) Any contractor, subcontractor or vendor who files false or materially misleading information in connection with an application, certification or request for information pursuant to the provisions of this article or provided union deterrence services during the life of a contract for a government funded project shall be deemed to be in violation of this article.
- (b) The City of Burlington shall have the right to modify, terminate and or seek specific performance of any contract for a government funded project if the contractor, subcontractor or vendor has not complied with this article.

(Ord. of 3-27-06/4-26-06)

21-104—21-110 Reserved.



**EXHIBIT A
BID AND WORK PLAN**

**REQUEST FOR PROPOSALS - SNOWPLOWING AND REMOVAL
FOR THE CHURCH STREET MARKETPLACE DISTRICT,
October 2023 – April 2026**

Please complete the information requested below and send to Church Street Marketplace electronically as directed in the Request for Proposals by June 7th 2023. Late submissions will not be accepted.

Bid (Proposal and Work Plan) of J. Labrecque LLC
(Name of Your Company)

The Bidder, in compliance with the Marketplace's request for snowplowing and removal bids and work plans, having examined relevant documents, and being familiar with all the conditions surrounding the project, hereby proposes to furnish snowplowing and removal equipment and labor for the Marketplace during the winters of 2023 - 2026 in accordance with the contract documents and the price stated below. This price is to cover all expenses incurred in performing the work performed under the contract.

A. BID PRICE.

Year 1: 2023-2024:	\$ <u>55,700.00</u>
Year 2: 2024-2025:	\$ <u>57,400.00</u>
Year 3: 2025-2026:	\$ <u>60,000.00</u>

B. EQUIPMENT

The Bidder lists below equipment owned by the Bidder, showing each piece of equipment required by the Marketplace and the price for each by hour (including operator):

1. Equipment with operator:

Type: Tracked Skid Steer
Size: CAT 287 (10,000 lbs) CAT 257 (7,500 lbs)

Number: 3 Skid steers - \$130/HR - 287

\$115/HR - 257

2. Equipment with neoprene blade and operator:

Type: Tracked skid steers - 3 machines - 8' pusher, 10' pusher, 9.5' angle blade

Number: \$130/HR or \$115/HR (287 or 257)

3. Dump trucks with operators:

Size(s): 15 yard - 1 truck - 5 yard - 1 truck

Number: \$110/HR - 15 yard truck - \$85/HR - 5 yard truck

4. Other equipment owned by the Bidder (with sizes, numbers), which the bidder believes would be helpful for performing the work.

30 HORSE POWER TRACTOR
THREE DOW TRUCKS

C. WORK PLAN

Bidder will perform 80 % of the work with its own forces. If less than 100%, the sub-contractors are listed below (showing detail as to the work each sub-contractor will perform): 33D SNOWBLOWING - LOADS TRUCKS W/ TRUCKS

ACKER WASTE MANAGEMENT - SUPPLIES TRUCKS FOR REMOVAL
Supervisory Work Experience. The name of the project manager /working supervisor to be assigned to the project are listed below. JESSE LABRECQUE

Name of Project Manager/Working Supervisor: JESSE LABRECQUE

Years of experience supervising snow removal contracts: 15 years of snow removal

D. OTHER

1. Has the Bidder ever been terminated during mid-contract on any snow removal project? If so, when, where, and why?

NO

2. Does the Bidder offer early payment discount on its invoices? If so, how much and on what terms?

NO

3. References (three or more):

- i. MATT WALKER - UVM Grounds Supervisor (Snow Removal at UVM)
ii. JIM DALY - CHURCH ST MARKET PLACE
FOREMAN

iii. Jason Hotchins - Owner - Landshupes

4. Bidder's complete name, contact name, address, phone number and e-mail:

Business Name: J. Lubrecque LLC

Contact Name: Jesse Lubrecque

Business Address: 294 Westford Milton Rd

City/State: Westford, VT

Phone: 802 - 578-6006 / 802-242-DIRT

Email: Jesse@getdirtvt.com



To: Board of Finance, City Council
From: Mary Danko, Library Director
Date: August 1, 2023
Re: Fletcher Free Library Security Guard Contract FY24

1. PURPOSE

This memo seeks approval to continue the contract for the Fletcher Free Library's (FFL) security services with Chocolate Thunder for FY24 by invoking the option of Sole Source Vendor.

2. BACKGROUND

The library has engaged security services for approximately the past 12 years. Security services ensure the safety of staff, volunteers, and our community members using the library. Security services cover all of the open hours of the library. The library is a busy public space serving the needs of all members of the community.

Considerable efforts have been made over the past few years to work with Chocolate Thunder in de-escalation skills and in promoting partnerships with various social service agencies throughout our community to serve our patrons.

The Library is committed to ensuring that it is a welcoming place for everyone. This includes ensuring everyone follows our library ordinance. The Library writes trespasses when necessary. Trespasses may be worked through using Restorative Justice or may be appealed. Appeals go to the Library Director and if there is still no consensus, the appeal may then go to the library commission. Our goal is to have everyone be able to use the library safely and comfortably. Ensuring that it is welcoming for everyone entails ensuring that all rules are followed. The library staff and security do this with kindness, thoughtfulness, and compassion.

It should also be noted that the library has restarted their Community Partners desk, which was paused during the pandemic. Various agencies are scheduled at our Community Partners table in our main reading room. This helps to build relationships with patrons who may be in need of services. Examples of our partners are Age Well, Veterans Outreach, Turning Point, and Spectrum. We are always working to help our patrons who are experiencing challenging issues.

The Board of Finance approved a Security Contract with Chocolate Thunder for the past 4 years. This year, there is an increase in the hourly rate. Chocolate Thunder has been a quality vendor in providing excellent security services to the Library. Security staff work with Library Staff, Howard Street Outreach, & the Burlington Police Department when needed to ensure that the Library is accessible and suitable for everyone.

4. FUNDING SOURCES, BUDGET & ESTIMATE

This dedicated line amount was approved through the Fletcher Free Library's FY24 City of Burlington Mayor's Recommended Budget/City Council budgeting process for Operating budget line 6500_103: \$ 145,180.00

Chocolate Thunder's hourly rate is \$45.00 per hour. This will total approximately \$ 135,720.00 for the Fiscal Year. This allows for approximately a 7% contingency amount. Contingency may be used to use extra Security services for after hours and holiday programming.

The Library received Sole Source approval from CAO Katherine Schad as there is almost no capacity in the security community in Burlington to take on new clients. We cannot risk the safety of our employees and constituents by losing our relationship with our existing provider.

5. DEPARTMENT RECOMMENDATIONS & MOTIONS

Board of Finance:

"To approve and recommend that the City Council approve the execution of a Contract Agreement and any related documents needed to carry out said contract with Chocolate Thunder, LLC, for a 1 year contract of security guard services for the Fletcher Free Library at a rate of \$45.00 per hour in an amount up to \$135,720.00 with a contingency of \$9,450.00 for a total maximum limiting amount of \$145,180.00, and to authorize Mary Danko, Director of the Fletcher Free Library, to execute the contract and any related documents needed to carry out said contract, upon final review and approval of the City Attorney's Office."

City Council:

To authorize Mary Danko, Director of the Fletcher Free Library, to execute a Contract Agreement and any related documents needed to carry out said contract with Chocolate Thunder, LLC for a 1 year contract of security guard services for the Fletcher Free Library at a rate of \$45.00 per hour in an amount up to \$135,720.00 with a contingency of \$9,450.00 for a total maximum limiting amount of \$145,180.00, subject to final review and approval of the City Attorney's Office.

CITY OF BURLINGTON CONSULTANT CONTRACT

This Consultant Contract (“Contract”) is entered into by and between the City of Burlington, Vermont (“the City”), and [Chocolate Thunder LLC] (“Consultant”), a Vermont corporation located at [62 Staniford Rd. Burlington VT 05408].

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

1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

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

2. RECITALS

- A. **Authority.** Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party’s obligations have been duly authorized.
- B. **Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.
- C. **Purpose.** The City seeks to employ the Consultant to provide security services for the Fletcher Free Library.

3. EFFECTIVE DATE & TERM

- A. **Effective Date.** This Contract shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Contract before the Effective Date and shall have no obligation to pay Consultant for any performance or expense incurred before the Effective Date or after the expiration or termination of this Contract.

B. Term. This Contract and the Parties' respective performance shall commence on the Effective Date and expire on [June 30, 2024] or upon the satisfaction of the City, unless sooner terminated as provided herein.

4. SCOPE OF WORK

The Fletcher Free Library is a 48,000 square foot facility with 4 floors and outdoor grounds. The scope of work includes that the contractor will assist the Library staff in maintaining an orderly atmosphere conducive to library study and enjoyment, and to also provide protection for library users, staff, materials, furniture, equipment, and premises. All public areas of the library, inside and outside, are to be patrolled and its security cameras are to be monitored.

The contractor will

- Maintain a friendly professional presence;
- Maintain an orderly atmosphere conducive to library use and enjoyment
- Assist the Staff in enforcing the Library rules specified in Burlington Code of Ordinances §§ 21-27 and 21-43 and serve Notices of Prohibited Behaviors and Trespass against library users who violate these rules

(see <https://www.codepublishing.com/VT/Burlington/>)

- Deal with disruptive, offensive, or inappropriate behavior in a respectful and tactful manner
- Deal with unattended or under-attended children in a respectful, tactful, and kind manner
- Direct unruly persons out of the building
- Assist the Librarian in Charge in dealing with serious, suspicious, or troubling behavior
- Work and communicate with library staff, police and other public safety personnel
- Assist in emergency situations
- Safeguard library staff, customers, and property
- Patrol interior of building and exterior grounds with a focus on problem areas
- Participate in closing, vacating and securing library facility
- Maintain daily general record and statistical logs
- Check the restrooms for vandalism or inappropriate activities
- Write trespasses as needed
- Record incident and non-incident documentation as needed

- Put out & put away tables and chairs when weather appropriate
- A. The contractor will maintain a cooperative working relationship with the Library, a relationship that allows for dynamic feedback and response to concerns, issues, or pairings of guards with locations that do not meet the library's needs. This will include periodic reviews with the Library Director or her or his designee and how security guards will be periodically reviewed. Please note that no part of the contract may be subcontracted.
 - B. The Library is open on all days except the following holidays: January 1, MLK Day, President's Day, Memorial Day, Juneteenth, July 4, Bennington Battle Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving, December 25. The days the Library is closed, including for holidays, may vary and are subject to change. Security may be requested on those days on an as-needed basis. The hourly rate for working on the holiday will be \$63.75. The Library may be open on Town Meeting Day and this is not considered a holiday for this contract.
 - C. All work must be performed in accordance with applicable rules, regulations, codes, and ordinances of local, state, and federal authorities, including the City of Burlington's Livable Wage Ordinance.
 - D. Maximum Limiting Amount. The total amount that may be paid to the Consultant for all services and expenses under this Contract shall not exceed the maximum limiting amount of \$ 145,000.00. The City shall not be liable to Consultant for any amount exceeding the maximum limiting amount without duly authorized written approval.
 - E. Invoice. Consultant shall submit one copy of each invoice, including rates and a detailed daily breakdown. The City reserves the right to request supplemental information prior to payment. Consultant shall not be entitled to payment under this Contract without providing sufficient backup documentation satisfactory to the City.
 - F. The Contractor will act in an independent capacity and not as officers or employees of the Municipality. The Contractor shall indemnify, defend and hold harmless the Municipality and its officers and employees from liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the Contractor's acts and/or omissions in the performance of this contract.
 - G. The Municipality is responsible for its own actions. The Contractor is not obligated to indemnify the Municipality or its officers, agents and employees for any liability of the Municipality, its officers, agents and employees attributable to its, or their own, negligent acts, errors or omissions.

- H. **PUBLIC RECORDS:** Any and all records submitted to the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of City. All records considered to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, shall be identified, as shall all other records considered to be exempt under the Act. It is not sufficient to merely state generally that the proposal is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.
- I. The City reserves the right to terminate this agreement at will, without any prior cause or reason, by providing the Contractor with a written notice of termination. The notice period for termination shall be 60 days from the date of receipt of the termination notice by the Security Company.

5. PAYMENT FOR SERVICES

- A. **Amount.** The City shall pay the Consultant \$45.00 per hour.

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

- J. **Payment Schedule.** The City shall pay the Consultant the hourly rate worked and billed by invoice on a monthly bases. The City seeks to make payment within thirty days of receipt of an invoice and any backup documentation requested.

B.

- C. **Maximum Limiting Amount.** The total amount that may be paid to the Consultant for all services and expenses under this Contract shall not exceed the maximum limiting amount of \$[145,180.00]. The City shall not be liable to Consultant for any amount exceeding the maximum limiting amount without duly authorized written approval.

- D. **Invoice.** Consultant shall submit one copy of each invoice, including rates and a detailed breakdown by task for each individual providing services, and backup documentation for any equipment or other expenses to the following:

Cindy Carey (ccarey@burlingtonvt.gov) 802.540.2581

Fletcher Free Library

235 College St.

Burlington, VT 05401

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

6. SECTION & ATTACHMENT HEADINGS

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

7. CONTRACT DOCUMENTS & ORDER OF PRECEDENT

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

The following documents constitute the Contract Documents:

Attachment C: Burlington Standard Contract Conditions for Consultants

Attachment D: Burlington Livable Wage Ordinance Certification

Attachment E: Burlington Outsourcing Ordinance Certification

Attachment F: Burlington Union Deterrence Ordinance Certification

Attachment G: Consultant's Certificate of Insurance

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

— Signatures follow on the next page —

SIGNATURE

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

Consultant
Chocolate Thunder Security

By: _____

Date: _____

City of Burlington
Fletcher Free Library

By: _____
Mary Danko, Library Director

Date: _____

Attachment A:
Request for Proposals dated [REDACTED]

DRAFT

Attachment B:
Consultant's Response to Request for Proposals dated [REDACTED]

DRAFT

Attachment C:
Burlington Standard Contract Conditions For Consultants

DRAFT

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

DRAFT

**Attachment E:
Burlington Outsourcing Ordinance Certification**

DRAFT

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

DRAFT

**Attachment G:
Consultant's Certificate of Insurance**

DRAFT

Board of Finance and City Council Submission Checklist

Department: Fletcher Free Library Submitter: Mary Danko

Title/Subject: Fletcher Free Library Chocolate Thunder Security Services Contract

	Approval:	Meeting Date:
☒	Board of Finance	8/7/2023
☒	City Council	8/14/2023
☐	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	8/2/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	8/2/2023	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	8/1/2023	CA Pellerin
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	8/1/2023	CA Pellerin
CAO has reviewed budget, financing, and memo	Yes	8/1/2023	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?	Yes	Click or tap here to enter text.
Additional Materials, if necessary	Choose an item.	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Choose an item.	Click or tap here to enter text.



29 Church Street, Suite 3-5
Burlington, Vermont 05401
802-863-1175

August 7, 2023

BBA Comment RE FY24 Parking Garage Security Contract

The Burlington Business Association, founded in 1978, is a non-profit, non-political membership organization with over 200 business and non-profit members.

Board of Directors:

Chelsea Condos, Chair
Shireen Hart, Secretary
Donna Austin-Hawley
Michael Casella
Richard Deane
Peter Dysart
John George Wheeler
Lisa Kingsbury
Leslee MacKenzie
Ryan Nick
Jack Wallace

Staff:

Kelly Devine
Executive Director

Colin Hilliard
Deputy Director

Dear Board of Finance Members,

The BBA strongly supports the increased funding requested by DPW for security in the city's parking garages.

Parking garage security is a top concern for downtown businesses. Retailers, restaurants, and professional services businesses have all reported concerns from both customers and employees about safety in parking garages. Theft and break-in occurrences have notably increased and added to employee retention challenges and decreased YoY foot traffic for many downtown retailers.

Additionally, garage security is a crucial issue for hotels. Many have reported increases in theft and 'smash and grab' incidents from hotel guests. Our city's hotels are substantial tax-paying parcels to the grand list (at 120% commercial rate) and the Downtown Improvement District. An unsafe parking experience can and is affecting Burlington's brand as a destination for business and leisure travelers.

Lastly, we'd like to acknowledge the hard work of DPW in increased lighting and graffiti removal in the garages, particularly at the Downtown Garage. These Crime Prevention through Environmental Design (CPTED) measures have improved the parking experience. Given downtown's current safety climate, it is clear that an even greater active security presence is needed.

Sincerely,

Colin Hilliard
(802) 863-1175
colin@bbavt.org

To: Members, Burlington City Council
From: Board for Registration of Voters
Date: June 15th, 2023
Re: 2023 Annual Report

The Board for Registration of Voters (BRV) receives its authority from the Burlington City Charter § 43 which asks the 12 members of the BRV to (1) review and take lawful action on additions, corrections, alterations, and removals of voters to the voter checklist; (2) work at the polls on Election Day on voter registration related issues (i.e., Election Day registration, address and name changes, omission from the checklist, verification issues, etc.); (3) attend* and participate in monthly and special board meetings; and (4) participate in Board sponsored voter outreach activities.¹

Election law, 17 V.S.A. § 2144(a)(1) requires towns and cities to add new voters to the statewide voter checklist within three days of receipt of their application by the clerk. It is the Board's practice to schedule one BRV member to review and approve new applications at the clerk's office every Thursday, including online applications and applications received through the DMV from the registrations of voters who apply for Vermont driver's licenses.

The Board's primary responsibility is to maintain the Burlington City Voter checklist. Our usual meeting time is the first Tuesday of the month at 6:00 PM. Meetings are held at the Police Department on North Avenue, and since the pandemic, the Board has typically included a virtual option. Notices of meetings posted at City Hall, the Department of Public Works, Fletcher Free Library, and on the City of Burlington's website at <https://www.burlingtonvt.gov/CT/Board-for-Registration-of-Voters>. Zoom links are published at the top of each agenda.

In fiscal year 2023, the Board registered 3,790 new voters, deleted 5,333 voters, and 2,338 moved to other Vermont towns. Currently, there are 8,360 challenged voters in Burlington.

Since last June, members Martha Gile, Charles Cashatt, Jim Rader, and youth member Rebecca Cunningham all resigned. Karen Rowell, Allison Harte, and Lauren Ebersol joined as new members. Grace Grundhauser was elected as chair of the Board, replacing Lis Mickenberg. Michelle Lefkowitz was reelected vice chair. Tenzin Chokden was appointed Associate City Clerk.

During elections, BRV members are stationed at each polling place to assist voters in matters concerning voter eligibility, checklist corrections, and address changes. BRV members use City-provided laptops to access the statewide voter checklist and the Burlington ward and district look-up tool. Since last June, BRV members worked at the August 2022 primary election, the November 2022 general election, the East District special election in December, and Town Meeting Day 2023. The BRV recruits and trains volunteers to support BRV members at the polls by assisting with tasks not requiring BRV sign off. The BRV organized a pre-election training session at City Hall prior to this Town Meeting Day election and intends to make this standard practice.

¹ <https://www.burlingtonvt.gov/CityCouncil/Member-of-the-Board-of-Registration-of-Voters>

Burlington High School students volunteered for the BRV on Town Meeting Day. In the past, the BRV has benefited from the participation of BHS youth members, and hopes to work with CEDO's Youth on Boards Program again in the future to welcome youth members again to the Board. These members actively participate in meetings and work at the polls on Election Day.

The BRV continues to refine a draft version of its Election Day handbook for member and volunteer orientation and training purposes. The handbook has become a valuable and much-discussed resource and other City election personnel have expressed interest in its value beyond the BRV. In December the Board voted to create a working group to propose updates and revisions to the document for the Board's approval.

The BRV continues to communicate with the Secretary of State's office to improve the voter registration process. In December, the Board voted on a communication about technical issues experienced with the Vermont Election Management System (VEMS). The Board is interested in increasing communication with this office. This seems especially appropriate given the election of a new Secretary of State in November.

City Councilor Gene Bergman attended the Board's September 2022 meeting to present information from the Charter Change Committee on the siting of polling places and all legal resident voting. Both of these charter changes passed at the Town Meeting Day election and are pending legislative approval.

Topics of ongoing BRV discussion include:

- Consistent election day practices across ward
- Whether BRV members or ward staff handle same-day voter registrations and challenge forms
- Voter issues resulting from higher volumes of voter challenges resulting from automatically mailing ballots
- Vermont's voter ID requirements
- Meeting attendance and accessibility/coverage concerns of 12-hour Election Day shifts
-

As the BRV's 2019 Annual Report related, past activities of the Board have included voter registration and education at senior centers and new U.S. citizen ceremonies; review of the Vermont Voter's Oath language and instructions on Absentee Ballot envelopes; and discussion regarding translation services for Burlington voters.

Submitted by Grace Grundhauser, Chair, Board for Registration of Voters

Board for Registration of Voters Annual Report Signoff Sheet

Grace Grundhauser, Chair: _____

Michelle Lefkowitz, Vice Chair: _____

Kathleen Baldwin: _____

Lauren Ebersol: _____

Larry Granillo: _____

Alison Harte: _____

Thea Knight: _____

Michael McGarghan: _____

Elisabeth Mickenberg: _____

Helen Rock: _____

Karen Rowell: _____

Anna Schneider: _____

Tenzin Chokden

From: Kate Baldwin <Kate.Baldwin@uvm.edu>
Sent: Tuesday, August 8, 2023 7:05 PM
To: Tenzin Chokden
Cc: Grace Grundhauser
Subject: Re: BRV Annual Report
Attachments: 2023 BRV Annual Report.docx

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

Tenzin

The report looks fine and thanks to you and Grace for your efforts.

I thought there was some mention that our "duties" of reviewing and signing voter registration forms was not an official expectation? If so / should we include the following paragraph?

"Election law, 17 V.S.A. § 2144(a)(1) requires towns and cities to add new voters to the statewide voter checklist within three days of receipt of their application by the clerk. It is the Board's practice to schedule one BRV member to review and approve new applications at the clerk's office every Thursday, including online applications and applications received through the DMV from the registrations of voters who apply for Vermont driver's licenses."

I realize this is a report of actual board work so I can understand keeping the statement because board members performed that task every Thursday for the past year and more.

This report has my approval

Kate

Sent from my iPhone

On Aug 8, 2023, at 9:34 AM, Tenzin Chokden <tchokden@burlingtonvt.gov> wrote:

Hi Kate,

Hope you are doing well.

Attached is the 2023 BRV annual report which was approved on 06/06 meeting and requires signature from all the members. Could you know let me if you approve this report and I can attached your email approval as a signature? Or you can stop by this week and sign it in the office. Please let me know.

Best regards,

Tenzin Chokden
Associate City Clerk
Clerk/Treasurer's Office
149 Church St.
Burlington, VT 05401
Phone:802-865-7019

Lori Olberg

FOR INFORMATION ONLY

From: alexg@newbusinessmodelevent.com
Sent: Tuesday, June 20, 2023 7:45 PM
Subject: Modular For Affordable Housing Summit LA October 2023
Attachments: Modular for Affordable Housing Los Angeles (Brochure) John JK.pdf

Some people who received this message don't often get email from alexg@newbusinessmodelevent.com. [Learn why this is important](#)

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

Modular For Affordable Housing Summit LA October 2023

The United States needs 7 million homes to solve its housing crisis, according to the National Association of Realtors. The price of the average home in the U.S. is up to 20.7% from a year ago, rising to be at \$350,000 based on the latest update from Zillow. As a result, millions of Americans have experienced eviction, homelessness, and housing insecurity. Addressing to this critical situation, the federal government administration released the Housing Supply Action Plan which aims to boost the supply of affordable housing for low- and middle-income people. The Government's 2023 Budget includes a mandatory spending proposal that would provide \$25 billion grant program for affordable housing production and Federal Housing Finance Agency (FHFA) is requiring 50% of the Enterprises' 2022 financing for multifamily affordable housing.

In a city with a deficit of nearly 400,000 homes at this time, Los Angeles has committed to investing \$10 million into constructing new modular and prefabricated housing on County-owned or City-owned or leased properties. A month after the latest \$48 million modular housing project in Los Angeles was finished, 232 units were completely occupied and gained an immediate return on investment, which was a six-month turnaround from idea to occupancy. With a potential of nearly 1.9 million affordable households that could be built combined with the financial aid by the primary Low-Income Housing Tax Credit (LIHTC), modularizing affordable housing is the way forward to combat the issue of homelessness. Companies are now scrambling to adapt modular methods to claim their stake of this multi-billion-dollar business opportunity, and you should too if you do not want to miss out.

With the urgency of building affordable housing, **Modular for Affordable Housing** is aimed to create a premier destination for construction industry professionals to gain insights and experience first-hand on the latest innovations and opportunities in modern methods of construction to streamline workflows, improve productivity, expand the scope of projects, expand access to data, enhance collaboration and generate stronger profit margins. Also, understanding emerging construction technologies that are becoming increasingly leveraged to aid the design and development of modular construction.

WHY YOU CANNOT MISS THIS EVENT

- Is modular construction the solution for affordable housing?

FOR INFORMATION ONLY

75 JUN 21 11:03

Lori Olberg

From: The Vermont Department of Housing and Community Development
<accd.cpr@vermont.gov>
Sent: Wednesday, June 21, 2023 10:07 AM
To: Lori Olberg
Subject: The HOME Act, Program Updates & Events

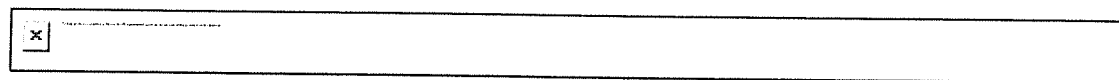
[WARNING]: This email was sent from someone outside of the City of Burlington.

AGENCY OF COMMERCE AND COMMUNITY DEVELOPMENT

[View this email in your browser](#)

Department of Housing and Community Development

JUNE 2023



Pictured above is an example of infill design in a designated smart growth for the new housing development in Middlebury that will bring up to 200 new mixed-income units to the community.

Comments from the Commissioner

On June 5, Governor Scott [signed the HOME Act into law](#). This legislation marks a strong compromise between housing and environmental advocates who spent the entirety of the legislative session working with the Administration to find a path forward for housing policy reform.

The bill, [S.100](#), or the HOME Act, will help evolve current zoning regulations, land use policies, and permitting processes to begin to reverse the trends of underdevelopment that help create the housing crisis we are currently in. The HOME Act opens doors to more housing production by focusing growth in areas where development already exists and makes sense. Here are some ways the bill will work to support more housing development in the state.

Key provisions of S.100 include:

- ***Affordable and Inclusive Housing Expansion:*** The bill creates resources to support the construction and rehabilitation of safe and affordable housing units, prioritizing the needs of low-income individuals, families, and vulnerable populations while expanding successful programs like the Vermont Housing Improvement Program (VHIP). S.100 also promotes

Lori Olberg**FOR INFORMATION ONLY**

From: Lani Ravin <Lani.Ravin@uvm.edu>
Sent: Monday, June 26, 2023 2:21 PM
To: kaitlin.hayes@vermont.gov; NRB - Act250 Essex; Jeffrey Schulman; Paula Carlaccini; Todd Merchant; John Collins; Bruce Barr; Lisa Kingsbury (she/her); Derick Read; hriehle@southburlingtonvt.gov; citycouncil@southburlingtonvt.gov; pconner@southburlingtonvt.gov; jlouisos@southburlingtonvt.gov; burlingtontownclerk; Lori Olberg; Andrew Montroll; Karen Paul; permitting@ccrpcvt.org; ANR - Act 250; pikeporter@gmail.com; ddsalle@us.ibm.com; barry.murphy@vermont.gov; psd.vtdps@vermont.gov; aot.act250@vermont.gov; AGR.Act250@vermont.gov; Dillon, Scott; Duggan, James; ACCD - Project Review
Subject: UVM Certificate of Service regarding Certification of Actual Construction Costs for LUP 4C0348-6
Attachments: CoS UVM CACC_LUP 4C0348-6 2023.06.26.pdf; HPV-HNY2-MAAGQ-CACC_4C0348-6.pdf

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

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

I hereby certify that I, Lani Ravin, Associate Planner at the University of Vermont & State Agricultural College, sent a copy of documents, dated June 26, 2023, for the University of Vermont, regarding LUP# 4C0348-6, regarding UVM Virtue Field Phase II Improvements, via email for those who have email addresses below and via US postal service to those who do not have email addresses as noted below.

Lani Ravin, AICP
 Associate Planner
 Planning, Design & Construction
 University of Vermont
 email: Lani.Ravin@uvm.edu
 Phone: (802) 656-3217
 Fax: (802) 656-8895
 31 Spear Street Marsh Hall Suite 10
 Burlington, VT 05405

FOR INFORMATION ONLY

Lori Olberg

From: NRB.Act250Essex@vermont.gov
Sent: Wednesday, July 19, 2023 1:40 PM
To: cbourne@edlundco.com; nrb.legal@vermont.gov; nrb.act250agenda@vermont.gov; Karen Paul; Andrew Montroll; permitting@ccrpcvt.org; NRB.Act250Essex@vermont.gov; Sarah Montgomery; burlingtontownclerk; Lori Olberg; anr.act250@vermont.gov; barry.murphy@vermont.gov; PSD.VTDPS@vermont.gov; AOT.Act250@vermont.gov; AGR.Act250@vermont.gov; ACCD.ProjectReview@vermont.gov; Kevin.Anderson@vermont.gov
Subject: Act 250 JO 4-361
Attachments: JO 4-361.pdf

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

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

Hello,

Attached is Act 250 Jurisdictional Opinion 4-361 for Edlund Company, LLC, and the associated certificate of service.

Thank you.

Act 250 District Office - Essex (District 4 Environmental Commission)
111 West Street
Essex Junction, VT 05452

Madeline Cotter NRB Technician
Tel.802-879-5614 | NRB.Act250Essex@vermont.gov
<https://nrb.vermont.gov>

FOR INFORMATION ONLY

Lori Olberg

From: NRB.Act250Essex@vermont.gov
Sent: Wednesday, July 19, 2023 2:27 PM
To: ghand@srhlaw.com; pquackenbush@srhlaw.com; mdevoidsiel@srhlaw.com;
pikeporter@gmail.com; nrb.legal@vermont.gov; nrb.act250agenda@vermont.gov;
legals@sevendaysvt.com; Karen Paul; Andrew Montroll; permitting@ccrpcvt.org;
NRB.Act250Essex@vermont.gov; Sarah Montgomery; burlingtontownclerk; Lori Olberg;
anr.act250@vermont.gov; barry.murphy@vermont.gov; PSD.VTDPS@vermont.gov;
AOT.Act250@vermont.gov; AGR.Act250@vermont.gov;
ACCD.ProjectReview@vermont.gov; kaitlin.hayes@vermont.gov
Subject: Act 250 JO 4-347(Reconsidered)
Attachments: JO 4-347(Reconsidered).pdf

FOR INFORMATION ONLY
add'l and legal please
contact the City Clerk's Office

 This email was sent from someone outside of the City of Burlington.

Hello,

Attached is Act 250 Jurisdictional Opinion and the associated certificate of service for JO 4-347(Reconsidered) - Burlington District Energy.

Thank you

Act 250 District Office - Essex (District 4 Environmental Commission)
111 West Street
Essex Junction, VT 05452

Madeline Cotter NRB Technician
Tel.802-879-5614 | NRB.Act250Essex@vermont.gov
<https://nrb.vermont.gov>

Lori Olberg

FOR INFORMATION ONLY

From: Brackin, Stephanie <Stephanie.Brackin@vermont.gov>
Sent: Friday, July 21, 2023 5:08 PM
Subject: DEC Guidance - Help for Communities on How to Comply with FEMA's National Flood Insurance Program After a Flood

This email was sent from someone outside of the City of Burlington.

Help for Communities on How to Comply with FEMA's National Flood Insurance Program After a Flood

See the [guidance online](#).

After widespread flooding across the state, many homes and buildings have flooded. While multiple teams assess flood damage for federal disaster aid, Vermont communities may need to follow additional requirements if they participate in FEMA's National Flood Insurance Program (NFIP).

Communities participating in the NFIP must:

1. Track and permit post-flood repairs for buildings in FEMA's mapped Special Flood Hazard Area (SFHA) according to local zoning bylaws or Flood Hazard Area Regulations.
2. Assess flood-damaged buildings in FEMA's mapped SFHA for **Substantial Damage**.

Please note that FEMA NFIP tracking is different than FEMA Public Assistance tracking. Towns must complete Public Assistance tracking to get reimbursed for flood damage to public infrastructure. Communities must complete NFIP tracking to make flood insurance possible for public and private residences and buildings in FEMA's mapped SFHAs.

Substantial Damage is a requirement that significantly damaged buildings may need to meet local flood regulations during post-flood repairs. Here is some guidance on how this requirement works:

- If the repairs needed to bring a building to its pre-damage condition are at or above 50% of the market value of the building (not including the value of the land), the building is considered "Substantially Damaged."
- Likewise, if the proposed work to improve a building will cost 50% or more of the market value, the building is considered "Substantially Improved" and must meet local flood regulations.
- If the community has adopted a stricter standard, such as adding repairs over a certain period of time, the community's standard would apply.
- Damages to buildings that are below 50% of the market value are not considered Substantial and may be able to be administratively permitted depending on local Flood Hazard Area Regulations.

A building in FEMA's mapped SFHA is subject to a Substantial Damage Determination whether or not it carries flood insurance. If you think your community has buildings that are "Substantially Damaged," please document the damages and notify the owners. These buildings may be subject to elevation or floodproofing requirements as part of the rebuilding process. This helps protect the buildings and the people that live in them from future flooding disasters and make flood insurance coverage more affordable.

Building owners can contact their local Zoning Administrator for more information on permitting. Communities must complete Substantial Damage estimates and permitting to remain in good standing in FEMA's NFIP. Not doing this could jeopardize a community's flood insurance availability.

FOR INFORMATION ONLY

Lori Olberg

From: NRB.Act250Essex@vermont.gov
Sent: Tuesday, July 25, 2023 11:06 AM
To: Lani.Ravin@uvm.edu; Lisa.Kingsbury@uvm.edu; jlouisos@sburl.com; hriehle@sburl.com; dkinville@sburl.com; nrb.act250agenda@vermont.gov; Karen Paul; Andrew Montroll; permitting@ccrpcvt.org; NRB.Act250Essex@vermont.gov; Sarah Montgomery; burlingtontownclerk; Lori Olberg; joe.buford@usda.gov; info@winooskinrcd.org; ethan.tapper@vermont.gov; john.gobeille@vermont.gov; andrew.wood@vermont.gov; josh.castonguay@greenmountainpower.com; efficiency@vermontgas.com; pics@veic.org; anr.act250@vermont.gov; barry.murphy@vermont.gov; PSD.VTDPS@vermont.gov; AOT.Act250@vermont.gov; AGR.Act250@vermont.gov; ACCD.ProjectReview@vermont.gov; kaitlin.hayes@vermont.gov
Subject: Act 250 Minor Notice and Proposed Permit 4C0348-6A
Attachments: Draft Permit 4C0348-6A.pdf; Minor Notice 4C0348-6A.pdf

FOR OFFICIAL INFORMATION ONLY
Confidential and, where
applicable, the City of Burlington

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

Hello,

Attached is a proposed permit, minor notice, and associated certificate of service for Act 250 application 4C0348-6A - Virtue Field.

Thank you.

Act 250 District Office - Essex (District 4 Environmental Commission)
111 West Street
Essex Junction, VT 05452

Madeline Cotter NRB Technician
Tel.802-879-5614 | NRB.Act250Essex@vermont.gov
<https://nrb.vermont.gov>

FOR INFORMATION ONLY

Lori Olberg

From: Lani Ravin <Lani.Ravin@uvm.edu>
Sent: Wednesday, July 26, 2023 10:11 AM
To: Lisa Kingsbury (she/her); NRB - Act250 Essex; kaitlin.hayes@vermont.gov; Lisa McNaney; burlingtontownclerk; Lori Olberg; Andrew Montroll; permitting@ccrpcvt.org; ANR - Act 250; barry.murphy@vermont.gov; psd.vtdps@vermont.gov; aot.act250@vermont.gov; agr.act250@vermont.gov; Dillon, Scott; Duggan, James; ACCD - Project Review; Karen Paul
Cc: Scott Gustin
Subject: Re: E-CoS Regarding Monthly Information for LUP 4C1043-1A for July 2023
Attachments: UVM_230718_0720_Summer_CATMA_rev.pdf; CoS UVM LUP 4C1043-1A 2023.07.26.pdf

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

I hereby certify that I, Lani Ravin, Associate Planner, at the University of Vermont & State Agricultural College, sent a copy of documents, dated July 26, 2023, for the University of Vermont, regarding LUP# 4C1043-1A, regarding temporary suspension of a 200 space off-campus parking lot, by electronic mail to those with email addresses as indicated above.

Thank you,

Lani Ravin, AICP
Associate Planner
Planning, Design & Construction
University of Vermont
email: Lani.Ravin@uvm.edu
Phone: (802) 656-3217
Fax: (802) 656-8895
31 Spear Street Marsh Hall Suite 10
Burlington, VT 05405

FOR INFORMATION ONLY

Lori Olberg

From: NRB.Act250Essex@vermont.gov
Sent: Monday, July 31, 2023 3:26 PM
To: claire.forbes@uvm.edu; lisa.kingsbury@uvm.edu; lani.ravin@uvm.edu;
nrb.act250agenda@vermont.gov; Karen Paul; Andrew Montroll; permitting@ccrpcvt.org;
NRB.Act250Essex@vermont.gov; Sarah Montgomery; burlingtontownclerk; Lori Olberg;
joe.buford@usda.gov; info@winooskinrcd.org; ethan.tapper@vermont.gov;
john.gobeille@vermont.gov; andrew.wood@vermont.gov;
josh.castonguay@greenmountainpower.com; efficiency@vermontgas.com;
pics@veic.org; anr.act250@vermont.gov; barry.murphy@vermont.gov;
PSD.VTDPS@vermont.gov; AOT.Act250@vermont.gov; AGR.Act250@vermont.gov;
ACCD.ProjectReview@vermont.gov; kaitlin.hayes@vermont.gov
Subject: Act 250 Proposed Permit and Minor Notice 4C0637-2C
Attachments: Draft Permit 4C0637-2C.pdf; Minor Notice 4C0637-2C.pdf

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

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

Hello,

Attached is a proposed permit and minor notice for Act 250 application 4C0637-2C.

Thank you.

Act 250 District Office - Essex (District 4 Environmental Commission)

111 West Street

Essex Junction, VT 05452

Madeline Cotter *NRB Technician*

Tel.802-879-5614 | NRB.Act250Essex@vermont.gov

<https://nrb.vermont.gov>

FOR INFORMATION ONLY

Lori Olberg

From: Chittenden County Regional Planning Commission
<evaughn+ccrpcvt.org@ccsend.com>
Sent: Monday, July 31, 2023 3:41 PM
To: Lori Olberg
Subject: July Newsletter

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



Regional Notes | July 2023

Good afternoon.

At CCRPC and all RPCs across the state, emergency preparedness and disaster resiliency is one of our key focus areas. We understand the devastating impact that natural disasters like flooding have on our communities and beyond. Our hearts go out to all those who were and continue to be affected, and we remain committed to providing support along the way.

During times of crisis, accurate and timely information is crucial -- and we know our municipalities, partners, state agencies, and other community leaders have been working diligently to provide Vermonters with the latest tools and resources they need to navigate the impacts of flooding. We are closely monitoring these materials and have created a **webpage** that is home to key resources for municipalities, including steps to take after a flood, state agency information, materials in multiple languages, and information on financial support.

As recovery efforts persist, through partnerships with Vermont Emergency Management, VTrans, and the Agency of Natural Resources, we will continue to assist municipalities by serving as a resource for questions, providing staff support to the State Emergency Operations Center, and supporting local emergency management directors and staff. Looking ahead, we remain committed to planning for a resilient future by assisting in the development of Local Emergency Management Plans, updating floodplain and river corridor bylaws and hazard mitigation plans required by FEMA, and assisting municipalities during and after disaster events.

If there is anything we can do to assist you or your community, please feel free to reach out to me directly at (802) 735-3500 or cbaker@ccrpcvt.org.

Best regards,

Language Translation

The CCRPC newsletter can be translated into many languages using Google Translate. Visit the [newsletter webpage](#) for more information.

Quick Links

[CCRPC Website »](#)

[CCRPC Calendar »](#)

[Cultural and Religious Days of Significance Calendar »](#)

[CCRPC Traffic Alert Program »](#)

[Vermont League of Cities & Towns Resources »](#)

[Vermont Open Meeting Law Updates and FAQ »](#)

Calendar

Please Note: All meetings are virtual unless otherwise specified. Information needed to join remotely is included in every meeting agenda, which is posted in advance to each committee webpage.

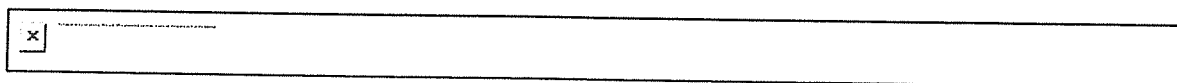
FOR INFORMATION ONLY

Lori Olberg

From: VLCT News <info+vlct.org@ccsend.com>
Sent: Tuesday, August 1, 2023 3:17 PM
To: Lori Olberg
Subject: Property Tax Appeal and Abatement Hearings, Annual Meetings, Community Leadership Summit, and more

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

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



Announcing the VLCT+PACIF+VERB Annual Meeting

This year's annual business meeting of the membership, an integral part of Town Fair, will start at 1 PM on Tue 9/26.

Who Will Cast Your Votes at the Annual Meetings?

Governing boards: Please designate your municipality's voting delegate(s) for this year's annual meetings, so the delegates can register ahead of time.

Trusts Seek Nominations for Their Boards of Directors

PACIF and VERB are now accepting nominations to fill openings on either of their boards. Trust members can use our online form by Fri 8/25 to be considered for this year's annual meeting.

Resources for Property Tax Appeal Hearings and Abatement Hearings

Residents beset by the July flooding may be confused between property tax appeals and tax abatement hearings, but you don't need to be.

Seeking More Nominations for the VLCT Board of Directors

VLCT members can nominate a qualified and interested local official whose term of service would begin at the annual (business) meeting on Tue 9/26. See our webpage for full information and the online nomination form. Nominations are due by Fri 8/25.

The Latest Flood-Related Information

Check our dedicated webpage daily and read our Flood Response Update emails on Thursdays. Both are curated especially for Vermont local governments.

[Click for the Latest VLCT News](#)

Dog Control & Law Enforcement

Wed 8/9, 10 AM – 12 PM

Learn how to draft effective dog control ordinances and ensure proper enforcement to help manage dog related issues and conflicts.

Getting Started with PACIF Learn

Thu 8/10, 11 AM – 12 PM

Join VLCT PACIF loss control staff and Connie Beavers, Manager of Client Services for NEOGOV, as they walk you through the administrative functions of the PACIF Learn system.

Resolution Relating to

APPROVING THE PLEDGING OF THE CREDIT
OF THE CITY IN ANTICIPATION OF THE
RECEIPT OF REVENUE FROM THE PARKING &
TRAFFIC DIVISION OF THE PUBLIC WORKS
DEPARTMENT

Resolution _____

Sponsor(s): Board 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:

1 That WHEREAS, pursuant to Section 62(a) of the Charter of the City of Burlington (the “City”), the
2 credit of the City may be pledged by temporary borrowing in anticipation of the receipt of revenue from the
3 City’s Parking & Traffic Division of the Public Works Department (the “Parking & Traffic Division”) for such
4 division’s ordinary running expenses during times in any fiscal year when there are not sufficient funds on hand
5 to the credit of the Parking & Traffic Division for the payment of such bills and accounts, or sufficient
6 unappropriated funds in the City’s treasury from which such accounts may be paid pending the receipt of
7 revenues of the division sufficient to pay such bills and accounts;

8 WHEREAS, Section 62(a) of the Charter of the City permits the City to secure a temporary loan with a
9 pledge of its full faith and credit, and to commit to pay such temporary loan from the receipts from the collection
10 of the installment of property taxes or other taxes next falling due after the making of the loan or other legally
11 available sources;

12 WHEREAS, the Parking Facilities Fund (General Ledger Account 265) (the “Parking Fund”) is funded
13 by parking garage and lot revenues and supports the operation and maintenance of the garages and lots managed
14 by the City’s Public Works Department, utilizing no tax revenues;

15 WHEREAS, due to the continued impacts of COVID-19, revenues from garages and lots operated by
16 the Public Works Department have decreased, resulting in a significant budget shortfall for several years;

17 WHEREAS, existing Parking Fund balance has been used; and

18 WHEREAS, in furtherance of the City’s continued COVID-19 response measures, by resolution adopted
19 June 27, 2022, the City Council authorized the issuance of a temporary borrowing in the amount not to exceed
20 \$2,500,000 in order to pay the ordinary running expenses of the Parking & Traffic Division, and in particular
21 the Parking Facilities Fund, as there will not be sufficient funds on hand to the credit of the Parking Facilities
22 Fund for the payment of such bills and accounts;

23

Resolution Relating to

APPROVING THE PLEDGING OF THE CREDIT
OF THE CITY IN ANTICIPATION OF THE
RECEIPT OF REVENUE FROM THE PARKING &
TRAFFIC DIVISION OF THE PUBLIC WORKS
DEPARTMENT

Resolution _____

Sponsor(s): Board of Finance

Introduced: _____

Referred to: _____

Action: _____

Date: _____

Signed by Mayor: _____

1 WHEREAS, pursuant to such authorization, the City issued its \$2,500,000 General Obligation Revenue
2 Anticipation Note Traffic Division, Series 2022 (Taxable), which matures September 14, 2023; (the “Prior
3 Note”); and

4 WHEREAS, the Director of the Public Works Department has requested that the City renew such
5 temporary loan in a principal amount of not to exceed \$2,500,000 in anticipation of revenues of the Parking
6 Facilities Fund in order to be able to pay the ordinary expenses of the Parking & Traffic Division.

7 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Burlington, Vermont, as
8 follows:

9 The Chief Administrative Officer is authorized to solicit proposals from one or more qualified banks or
10 other financial institutions to provide a loan in the maximum principal amount of up to \$2,500,000 to provide
11 working capital for the Parking & Traffic Division;

12 The City is hereby authorized and directed to borrow an amount not to exceed \$2,500,000 from a
13 reputable bank or commercial lender as the Chief Administrative Officer may approve (the “Loan”), and to issue
14 a revenue anticipation note and pledge the credit of the City for the repayment thereof (the “Note”), for the
15 purpose of refinancing the Prior Note and providing working capital for the Parking Fund. The Note shall be a
16 general obligation of the City and shall mature within one year from the date it is extended to the City. The
17 Loan shall be paid from the revenues received by the Parking Facilities Fund and if such amount is insufficient
18 to pay the Loan, the Loan may be repaid with tax revenues or other legally available funds. If the funds in the
19 Parking Facilities Fund are insufficient to repay the Loan, the Parking & Traffic Division will return to the City
20 Council in a timely fashion to resolve the issue. The Loan may be made on a draw-down basis, repaid and re-
21 borrowed during such one-year period as needed in order to pay the ordinary running expenses of the Parking
22 & Traffic Division; and

23 The Mayor, Chief Administrative Officer and the Banking and Cash Operations Manager are, and each
24 one of them is, hereby authorized and empowered to execute and deliver (i) a loan agreement with the lender to
25 evidence the Loan and the repayment thereof, (ii) the Note in the maximum principal amount of the Loan,
26 together with any renewal notes, as and when the Loan is renewed, if applicable, (iii) such documents and
27 instruments as the lender may request in connection with the Loan, in such form and with such terms as they
28 deem necessary and in the City’s best interest, and (iv) such other documents and instruments necessary or

Resolution Relating to

APPROVING THE PLEDGING OF THE CREDIT
OF THE CITY IN ANTICIPATION OF THE
RECEIPT OF REVENUE FROM THE PARKING &
TRAFFIC DIVISION OF THE PUBLIC WORKS
DEPARTMENT

Resolution _____

Sponsor(s): Board of Finance

Introduced: _____

Referred to: _____

Action: _____

Date: _____

Signed by Mayor: _____

1 convenient in connection with the Loan, subject to prior review by the City Attorney or bond counsel to the
2 City.

3

4 TM/KS/APPROVING THE PLEDGING OF THE CREDIT OF THE CITY IN ANTICIPATION OF THE RECEIPT OF REVENUE FROM THE
5 PARKING AND TRAFFIC DIVISION OF THE PUBLIC WORKS DEPARTMENT/August082023



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

To: Board of Finance, City Council
From: Darlene Bayko, Banking & Cash Operations Manager
Chapin Spencer, DPW Director
Re: \$2.5M Revenue Anticipation Note
Date: August 7 and 14, 2023

Background:

As has been noted to these bodies since February 2022, the Parking Facilities Fund (Fund 265) revenues were severely reduced, and in fact fell to nothing for many months during COVID. In total, this generated a loss of approximately \$1 million. This operating loss caused the Parking Facilities Fund to not meet the Debt Service Coverage Ratio requirements for its long-term bank loan. To avoid breaching a condition of our loan and causing a non-compliance issue with our lender and also potentially a negative effect to the City's Moody's credit rating, the City paid off this \$3.5 million loan.

In summary:

Parking Fund Balance – start of FY21	\$1.2M
COVID Losses	(\$1.0M)
<u>Debt Payment</u>	<u>(\$3.5M)</u>
Deficit	(\$3.3M)

To handle the \$3.3M deficit in May 2022, \$1M of ARPA funds were used to cover COVID losses and BOF and CC approved a \$2.5M Revenue Anticipation Note (RAN) to handle the rest of the debt. This RAN has a one-year term and comes due on September 14, 2023.

Request:

The Parking Facilities Fund is continuing a long, slow recovery from COVID so the CT office, in conjunction with the City's financial advisors, recommends renewing the RAN to allow the Fund to fully recover as it makes payments. The City is finalizing details and may select a RAN with a term from one to three years and based on quotes the interest rate will be below 7.5%. There is not a penalty for prepayment so we will still be working on a long-term (estimated to be a 15 year) solution but this allows us time and flexibility to develop the best one.

The Parking Facilities Fund has budgeted for the required interest payments in the FY24 budget. Feel free to reach out with any questions.



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: Pine & Ginger, LLC
2. D/B/A (Business Name): The Pinery 3. Bus. Phone: 802-363-9305
4. Business Address: 190 North Ave, Apt 1, Burlington, VT 05401
5. Mailing Address: 190 North Ave, Apt 1, Burlington, VT 05401
6. Contact person: Louie & Max Orleans 7. Contact Phone: 802-363-9305 & 802-373-2600
8. Email contact address: info@thepineryvt.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: Friday, September 8, 2023 and Saturday, September 9, 2023
4. Proposed Hours for this Special Event: 4:30pm - 11pm (Friday); 10am - 11pm (Saturday)
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way
377 Pine Street, Burlington, VT, 05401. This is a parking lot on the west side of Pine Street.
For reference, it is the same parking lot that Myer's Bagels and Barge Canal Market both use.

For this Proposed location please answer the following questions:

- a) Occupancy Load: 1000 patron b) # of Restrooms: 8 port-a-potties c) # of Egresses: 2
d) Date of last Fire/Safety Check: N/A 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

(Continued on back)

**PART III
DESCRIPTION OF ENTERTAINMENT**

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

The site plan for this event is the exact same as the South End Get down, which has gone very well over 2 years. However, it will be run by The Pinery and is NOT the South End Get Down (Orleans Events). This is Art Hop weekend, so there will be many artists on the east side of the parking lot and we will have music playing on the west side of the parking lot. There will be 4-5 food vendors on the west side of the parking lot as well.

Max Orleans, Louie Orleans, and Tyson Ringey (Pine & Ginger LLC DBA The Pinery) will operate this event.

The parking lot has fencing on the North/South sides, and is naturally enclosed on the west side by the Barge Canal. We would provide security at the main entrance on the East side of the parking lot. The event is focused on the art, food trucks and beverage; it is not focused on the music, but is more for an ambiance. This is a family-friendly event and really caters to a very broad audience of mainly local traffic.

Because Art Hop's official hours end at 10pm on both nights, we've applied to 11pm to ensure that the parking lot is safely emptied out before the permit is over.

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: 8/11/2023

SIGNATURE OF APPLICANT _____



PRINT NAME: Louie Orleans

RELATIONSHIP TO BUSINESS: Owner - Partner

OFFICE USE ONLY

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

At their meeting of _____, the Burlington City Council License Committee recommended
Approval _____ Denial _____

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

Lori Olberg

From: Louie Orleans <Louie@thepineryvt.com>
Sent: Friday, August 11, 2023 2:25 PM
To: Lori Olberg
Subject: Art Hop Weekend Special Events Permit - 9/8 and 9/9
Attachments: 2023 BURLINGTON SPECIAL EVENT PERMIT APPLICATION_Art Hop x Pinery.pdf

You don't often get email from louie@thepineryvt.com. [Learn why this is important](#)

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

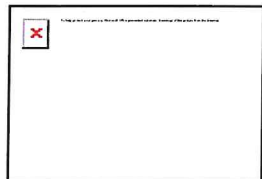
Hi Lori,

I hope you're doing well!! I've attached our Special Events application for Art Hop weekend (9/8 and 9/9). I realized that we never applied for it with the South End Get Down, because technically the last one is on 9/1.

I'm not 100% sure if this is necessary because it kind of blends in with Art Hop's entire event. But it seemed like the right thing to do. I'm really hoping that we could squeeze into the early September agenda to get this approved.

Thanks as always,

Louie



Louie Orleans
Co-Founder
802-363-9305
[thepineryvt.com](mailto:Louie@thepineryvt.com)

Lori Olberg

From: robert bristow-johnson <rbj@audioimagination.com>
Sent: Monday, August 14, 2023 1:18 AM
To: Lori Olberg
Subject: New Erosion at Bike Bridge and Mayes Landing
Attachments: Winooski River east of bike bridge.jpg; Winooski River Mayes Landing WVPD.jpg; Winooski River Derway Cove WVPD.jpg

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

Dear Lori,

Could this be added as a Communication to the Consent Agenda for tonight's regular City Council meeting? It is about climate emergency, but I do not know if it should be in Climate Emergency Reports or just the Consent Agenda. I know this is late, but I only took these pictures yesterday. I plan to come at 6:15 pm and bring this serious new erosion to the Council attention.

The attached photos depict the new erosion at the mouth of the Winooski river, east of the bike path and bike bridge. More than 1/3 acre at Mayes Landing next to the bike bridge has been eroded due to the river action from flooding circa July 10. This is quite serious and all levels of government, city, state, and FEMA should be aware of it. The footings to the bike bridge are going to be in jeopardy very soon if nothing is done about this.

Thank you.

Robert Bristow-Johnson
40 North Cove Road
Burlington Vermont 05408

802-310-4096

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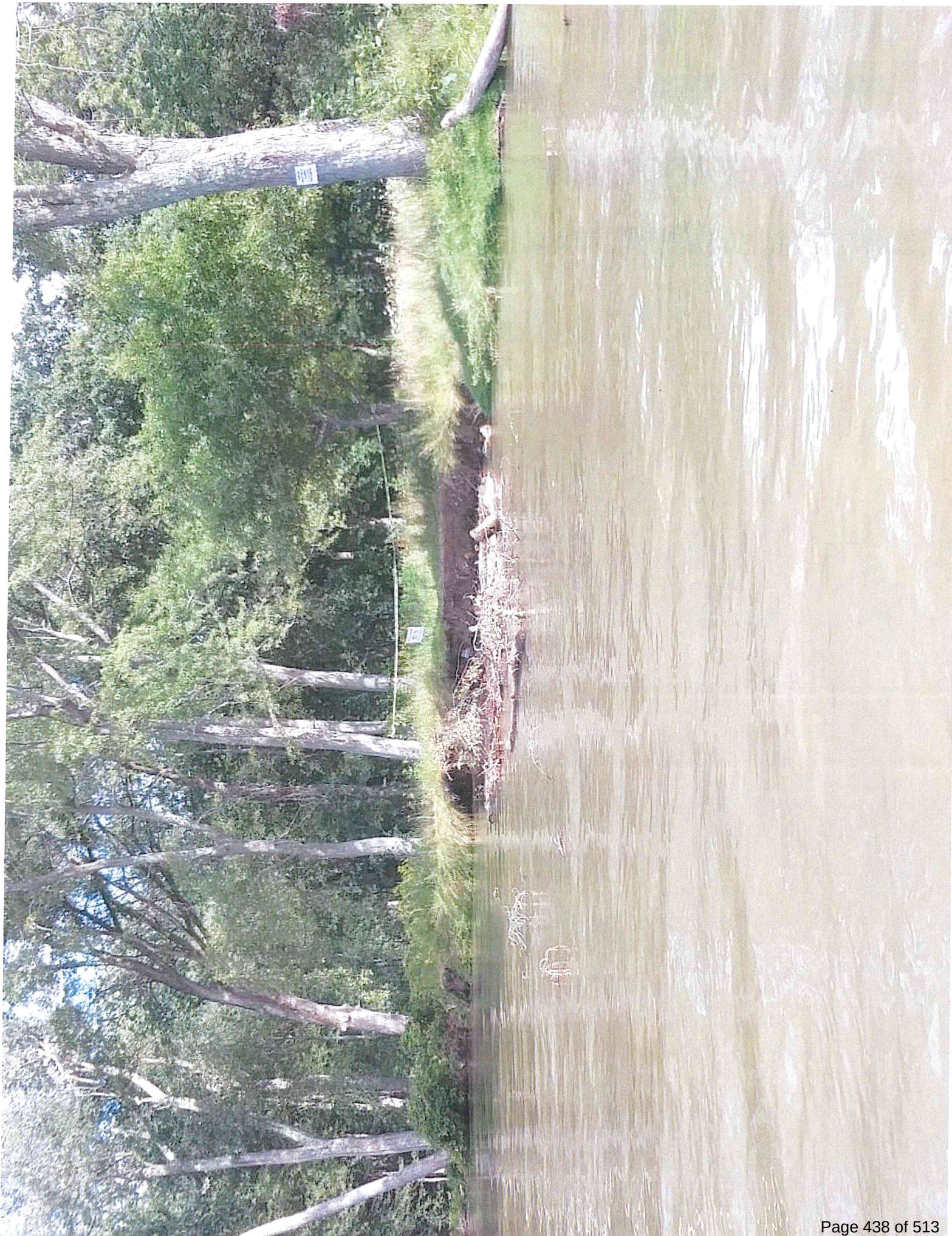
r b-j . _ . _ . _ . _ rbj@audioimagination.com

"Imagination is more important than knowledge."

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August 14, 2023

To Mayor Weinberger and City Councilors,

We are writing as past City Councilors, white anti-racist accomplices, and open-hearted humans. We see a clear and problematic double standard in the City's treatment of Former REIB Director Tyeastia Green.

While we served on City Council and in subsequent years, we have observed multiple examples of questionable behaviors by City of Burlington department heads (mostly white men) and by the administration itself. Rarely, if ever, have we seen the degree of scrutiny and investigation that Tyeastia Green is experiencing. The contrast is stark and unwarranted.

A few examples [sources cited at end]:

Former CEDO Director Peter Owens left his position with the City of Burlington in May, 2016. Owens was already scheduled to step down from his role as CEDO Director, a position that is instrumental in setting the vision for Burlington's affordable housing policy, but resigned early in response to a scandal he was involved with in San Francisco. Owens was the landlord of 100-year-old Iris Canada, an African American woman he was working to evict from her home of over 50 years. The eviction was halted by a San Francisco judge, scrutinized by the President of the SF Board of Supervisors [the equivalent of Burlington's City Council], and widely covered by the media. On February 10, 2017, without notice and while she was in the hospital, Owens removed all of Canada's belongings and denied her and her family access to them. This included medical supplies, family photos, ID cards, her deceased husband's artworks, and more. No formal critique or inquiry into Owens' actions, values, or past work was supported by the City of Burlington's administration.

In April of 2023, the community of Burlington learned that our then acting Chief of Police was the subject of a formal complaint after using a "menacing tone" and "threatening to cuff" a medical provider at the University of Vermont Medical Center. This happened as part of a dispute about police presence during the provision of medical care to a victim of gun violence. The existence of the complaint was withheld from the City Council for months, and from the public as it considered a ballot initiative regarding police oversight, even as it was referred to Vermont's Criminal Justice Council for further investigation. This followed a January 2023 revelation that Burlington police officers had refused calls for service, citing a staffing shortage, then engaged in a lucrative private contract to provide neighborhood security to a Burlington homeowner's association. For these incidents, the City of Burlington's administration accepted apologies and a professed willingness to do things differently next time around. In June of 2023, the acting chief was appointed to a permanent position.

In January of this year, the Vermont State Auditor completed an audit of Burlington's Lakefront Tax Increment Financing (TIF) district. The audit showed "years of sloppy record keeping" and financial mismanagement, while noting that Burlington has made "millions of dollars of mistakes." Much of this was attributed to "poor recordkeeping, key staff turnover, and slow adoption of strategies recommended by the City's own auditors...The City's errors were so numerous and of so many different types, it is clear a new process is required to reduce the risk

of significant errors in the future.” The result was well over a million dollars of debt to the state’s education and TIF funds. According to the Burlington Free Press, the city’s response letter noted that, “The city’s budget is flexible enough to handle unexpected expenses like this because of its unassigned fund balance, which always must contain 5-15% of the city’s annual operational expenses” and that “Even with the withdrawal of money to resolve audit findings, the city’s fund remains above 10% of its expenses.” To our knowledge, there has been no broad public accounting for how the City intends to rectify the issues raised, or to avoid similar debt outcomes in the forthcoming state audit of the downtown TIF district.

The accusations against Ms Green in the [review memo from Sheehey, Furlong, and Behm PC](#) appear to be emblematic of a Citywide culture, not of any personal shortcomings. In fact, in the review recommendations, it states clearly that the City needs to clarify and become more consistent in several policies and practices. It seems that any faults found in the process of putting on the 2022 Juneteenth (many of which occurred after Ms. Green’s departure) were quite in alignment with the way other City events and projects have been handled and with the larger concerns raised regarding overall financial management in the state audit.

We have so much work to do as a city. We’re coming out of a pandemic with record overdose fatalities and worsening statistics around homelessness. Burlington has been struggling with difficult conversations about how to ensure community safety. *We cannot understand the administration’s decision to spend precious time and resources on an investigation that seems so out of alignment with previous responses and creates further division in our community at a time when we need to come together.*

We stand in solidarity with the Black women of Burlington who are speaking out against this. We believe that this inquiry was an act of supremacy and a clear result of racial bias. This may be hard to understand for those who have internalized supremacy, as many of us have. Perhaps you can at least see that there is a double standard at play.

With great concern,

Selene Colburn (Ward 1 & East District City Councilor, 2014-2017) and Rachel Siegel (Ward 3 City Councilor, 2012-2015)

Sources consulted:

Zach Despart. "Burlington CEDO Director Resigns." *Burlington Free Press*, April 15, 2016.
<https://www.burlingtonfreepress.com/story/news/2016/04/15/burlington-cedo-director-resigns>

Tommi Avicolti Mecca. "Landlord Moves All of 100-year-old Iris Canada's Belongings From Her Home Without Notice While She's in the Hospital." *San Francisco Bay View*, February 23, 2017.
<https://sfbayview.com/2017/02/landlord-moves-all-of-100-year-old-iris-canadas-household-belongings-from-her-home-without-notice-while-shes-in-hospital/>

Courtney Lamdin. "Burlington Chief Threatened to Arrest Doc Who Was Treating Gunshot Victim, Hospital Says." *Seven Days*, April 6, 2023.
<https://www.sevendaysvt.com/vermont/burlington-chief-threatened-to-arrest-doc-who-was-treating-gunshot-victim-hospital-says>

Patrick Crowley. "After revelations of a complaint against Burlington's acting police chief, some councilors question another appointment." *Vermont Digger*, April 7, 2023
<https://vtdigger.org/2023/04/07/after-revelations-of-a-complaint-against-burlingtons-acting-police-chief-some-councilors-question-another-appointment/>

Courtney Lambdin and Kori Skillman. "Crime Pays: Burlington Police Officers Land a Lucrative Side Gig." *Seven Days*, January 24, 2023.
<https://www.sevendaysvt.com/vermont/crime-pays-burlington-police-officers-land-a-lucrative-side-gig/Content?oid=37443326>

Katharine Huntley. "Report: Burlington TIF accounting led to over \$1.2 million in mistakes." *WCAX*, January 23, 2023.
<https://www.wcax.com/2023/01/23/report-burlington-tif-accounting-led-over-12-million-mistakes/>

Lilly St. Angelo. "Burlington owes over \$1M as audit shows errors in handling of waterfront project funding." *Burlington Free Press*, January 26, 2023
<https://www.burlingtonfreepress.com/story/news/local/2023/01/26/burlington-tif-audit-mismanagement-of-funds-leads-to-over-1-million-owed/69836410007/>

Patrick Crowley. "State audit of Burlington's tax increment financing finds 'millions of dollars of mistakes'." *Vermont Digger*, January 23, 2023
<https://vtdigger.org/2023/01/23/state-audit-of-burlingtons-tax-increment-financing-finds-millions-of-dollars-of-mistakes/>

State Auditor Doug Hoffer. "Auditor Doug Hoffer Releases Audit of Burlington Waterfront TIF District Administrative Complexity, Staff Turnover, and Poor Recordkeeping Contributed to Millions of Dollars in Mistakes." Press Release, January 23, 2023
<https://auditor.vermont.gov/sites/auditor/files/documents/Burlington%20Waterfront%20TIF%20Press%20Release.pdf>



Office of Mayor Miro Weinberger

MEMORANDUM

To: City Council
From: Mayor Miro Weinberger
Date: August 11, 2023
Re: Appointment of Deputy City Attorney

I respectfully submit for your consideration and confirmation Jared Pellerin as Burlington's next Deputy City Attorney. Jared brings key experience from his time working with the City of Burlington as well as serving as the City Council's Attorney in Albany, NY. He has worked hard to build strong and collaborative relationships with his colleagues, Department Heads, and City Councilors during his tenure.

The Deputy City Attorney position was created in 2021 to be responsible for the management of Assistant City Attorneys and Administrative Staff, provide leadership general legal counsel to the mayor, city council, and city departments.

Before becoming Assistant City Attorney for the City of Burlington, Jared served as Assistant Corporation Counsel for the City of Albany, where he has worked since October 2018. His first 10 months were spent as counsel for the Albany Common Council (the equivalent of our City Council) and the remainder in the City's general law department, performing a variety of activities. In that role, he was particularly involved in the City's equity efforts and variety of legal issues with their police department.

As Assistant City Attorney, Jared played a lead role in the City's four union negotiations, was part of the City team building the Elmwood Avenue shelter, and staffs the City Council Public Safety Committee. He also worked with the Tax Abatement Committee and supported the Assessor's Office and Board of Tax Appeals during the reappraisal process.

Jared obtained his law degree from Albany Law School in Albany, NY in May 2016. Prior to graduation, he worked as a law clerk in the New York State Assembly Minority Counsel's Office and after graduation worked as a legislative fellow and then counsel for Senator Kenneth LaValle.

Jared grew up in Plattsburgh and is very committed to working for Burlington. While this position does not have a residency requirement, Jared lives in Burlington.



Home (/DLLLicenseManagment/s/)

Application
DLL - Application - 29339

Approve

Reject

Applicant Action Required

Town Payment Received

Download

APPLICATION DETAILS

RELATED INFORMATION

✓ Application Information

DLL - Application Id

DLL - Application - 29339

External Status

Application sent to municipality

Business Entity Name

Fireman Smoke Shop LLC

Town Clerk/ Municipal Jurisdiction

Burlington

Phone number:

Historical Id

TOBC

Applicant Email

galarzatanisha@yahoo.com (<mailto:galarzatanisha@yahoo.com>)

Application Type ①

License

Renewal Application

Application For

Tobacco License

Applicant Action Comments

Town User Approval/Rejection Comments

License/Permit Location Description

Eligibility of Tobacco Fee waiver

No

Town Fee

0

Business Entity Phone

8604280082

✓ Location Details

Physical Location Name ①

Church Street

Physical Location City/Town

Burlington

Physical Location Street 1

130 Church Street

Physical Location State

Vermont

** Recommended for Approval @
8/2/23 LC metg per Kyle*



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

APPLICATION FOR: Church Street Marketplace 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: Ryan James Bergmann Ward: 3

Residence: 41 Murray St. Burlington, VT **Political Affiliation**: 05401

Are you a registered Burlington Voter? Yes

Phone (home): _____ Phone (work): (802) 876-7234 Phone (cell): (802) 321-0429

E-Mail Address: RJSB313@gmail.com

Training or Experience Related to the Commission or Board Post for Which you are Applying: Supplemental info attached

1 10+ years experience in Financial planning, Strategic Planning and Business Development, Risk Management, Financial Forecasting/Modeling and budgeting

2 Was a freelance reporter in San Francisco covering community & Economic Development and land use

Current Occupation: Vice President, Certified Plan Fiduciary Advisor at Silverlake Wealth Management

Education (list most recent first):

School	Location	Year/Degree
University of Vermont	Burlington, VT	2008 / Psychology

* Cover letter and letter of recommendation attached

What do you hope to accomplish as a Commissioner/Board Member?

(More detail in)
cover letter

To help contribute to the long term health
and sustainability of the Marketplace, creating
a business environment that is healthy,
safe and inviting to all

How did you learn of the opportunity/opening to serve on a Board/Commission?

Joe Magee - Ward 3

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:

Chris Gregoire - Tim's Home Designs - 802-598-1271

Ted Riehle - Silverlake Wealth Management - 802-857-5070

Thomas Desisto - University of Vermont - 802-233-7177

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.

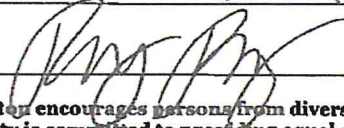
There is greater detail in my supplemental letter.

but in summary I have extensive experience in Finance.

Community & economic development AND I am a family man who

lives in the ONE

Signature:



Date:

8/4/2023

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.

Ryan Bergmann
41 Murray Street
Burlington, VT, 05401
RJSB313@GMAIL.COM

'23 AUG 4 PM 12:42

August 4, 2023

Dear Members of the Burlington City Council

I am writing to apply for the vacant seat on the Church Street Marketplace Commission and wish to comment on my qualifications for this position.

As a seasoned professional with a robust finance background, I possess a unique blend of skills and experience that are well suited for the requirements of a seat on the Church Street Marketplace board. In my current role at SilverLake Wealth Management, I have been entrusted with managing and growing the funds of our clients, requiring a strong understanding of financial markets, risk management, and strategic investment.

Prior to this, I worked in corporate finance at two Fortune 500 companies in San Francisco, where I gained a solid foundation in financial analysis, budgeting, and strategic planning. These skills will contribute substantially to my ability to make informed decisions about the Marketplace's financial health and sustainability.

Beyond my professional qualifications, my personal connection to Church Street further underlines my suitability for this role. As a property owner and resident living two blocks away in the Old North End, I am not just an observer, but a stakeholder in the economic and social vitality of the Marketplace. I frequent its shops, dine at its restaurants, and walk down Church Street with my wife, three-year-old son, and our two dogs regularly. I grew up in Burlington, and went to UVM. This intimate familiarity will provide invaluable insight and perspective to the board. Moreover, my dual perspective as both a finance professional and a local resident will enable me to balance the financial priorities of the Marketplace with the needs and expectations of the local community.

Should I be selected for the board, my primary goal is to help contribute to the long-term financial stability and growth of the Marketplace while preserving its unique identity and vibrant community spirit. Furthermore, I am passionate about fostering a thriving community and encouraging a diverse mix of businesses and business owners, improving amenities for visitors, and promoting sustainable practices.

In conclusion, I am confident that my professional background, personal connection to Burlington, and commitment to community engagement uniquely qualify me for a seat on the Church Street Marketplace board. I would be honored by the opportunity to be of service to my community.

Thank you for your consideration.

Sincerely,



Ryan Bergmann
Burlington resident, property owner and father

'23 AUG 4 PM 12:42

Dear Members of the City Council

I hope this letter finds you in good health and high spirits. My name Chris Gregoire, the owner of Tina's Home Designs, located on the North block of the Church Street Marketplace. I write to you today to wholeheartedly endorse Ryan Bergmann, who is seeking an appointment to the Church Street Marketplace Commission.

I have had the pleasure of knowing Ryan both personally and professionally and have always admired his profound commitment to our city. He is not just a resident but also a property owner and a responsible family man. His strong ties to Burlington have always made him a keen advocate for our community's needs and potential.

One of the attributes that sets Ryan apart is his strong financial acumen. With a solid background in finance, he brings the ability to make sound and wise decisions. His keen understanding of financial matters and his strategic thinking would undeniably make him a valuable asset to the Commission, especially in its role of guiding the financial and operational health of the Church Street Marketplace.

Furthermore, Ryan's personal investment in our city, not only as a property owner but also as a family man, gives him a unique perspective on the needs and aspirations of our community. His decisions are guided not just by financial pragmatism, but also by a deep-seated desire to make Burlington a better place for young families and businesses to thrive.

In my interactions with Ryan, I have always admired his commitment, his foresight, and his ability to balance economic considerations with an understanding of our community's social fabric. I firmly believe that these qualities would greatly benefit our Church Street Marketplace Commission. I urge you to consider Ryan's application with the same enthusiasm with which I wrote this letter. I believe that his addition to the Church Street Marketplace commission will bring a fresh perspective and a strong financial acumen, grounded in a deep love for our city.

I thank you for your time and consideration of my endorsement for Ryan Bergmann. I stand ready to provide any additional information you may require in making this important decision.





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

APPLICATION FOR: Church Street Marketplace 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: Jesse Schwartz Ward: 1

Residence: 376 College Street #4 **Political Affiliatic

Are you a registered Burlington Voter? Yes

Phone (home): _____ Phone (work): _____ Phone (cell): 973-280-2576

E-Mail Address: JSchwartz725@gmail.com

Training or Experience Related to the Commission or Board Post for Which you are Applying:

Master Public Horticulturist
Small Business Owner (Bar & Restaurant)
Extensive customer service training
Staffed large public events and celebrations

Current Occupation: Retail Manager

Education (list most recent first):

School	Location	Year/Degree
Rutgers University	New Brunswick NJ	B.S. 2011 Horticulture
UVM	Burlington VT	2006-2009

What do you hope to accomplish as a Commissioner/Board Member?

28 AUG 8 PM 3:19

Improve Interbusiness Relationships
Address garbage and nuisance concerns
Attract corporate Sponsorship
Innovate and Expand Events Programming

How did you learn of the opportunity/opening to serve on a Board/Commission?

Current Commission Member

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:

Yves Bradley -802 363 5696
Joe Verga 802 862 3900

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.

Experience working at countries largest tourist attraction (Central Park NYC) Opened Washington, DC's first new bar during the covid pandemic

Signature:

Date:

8/5/2023

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.

28 JUL 25 AM 11:15

Lori Olberg

From: Romeo Hermann <romeo.vonhermann@gmail.com>
Sent: Tuesday, July 25, 2023 10:53 AM
To: Lori Olberg
Cc: Joan Shannon; Karen Paul; Tim Doherty; Hannah King; Keith Pillsbury; Benjamin Traverse
Subject: Application for Church Street Marketplace Commission
Attachments: Romeo von Hermann Application for Church Street Marketplace Commission.pdf

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

Good morning Lori and Honorable Councilors,

I am interested in the Church Street Marketplace Commission seat set to expire on June 30th, 2026, if the seat is not filled yet.

My reason for applying to join the commission is for one I work in and around the church street marketplace district and see the day to day issues of Church Street Marketplace. I manage our one and only main bus transit center downtown and any and all issues that arise in and around Church Street Marketplace affect Green Mountain Transit Center.

As such, I want to bring a new solution and ideas addressing issues relating to Church Street Marketplace and better assist fellow Burlingtonians make the best of all that is Church Street Marketplace.

Beyond that, I want to promote a safe, fun and modern marketplace that offers the best of everything our city needs.

I would appreciate your consideration

Kindly,

Romeo von Hermann

Democrat

ACLU Member

[BTV Ward 8 Steering/NPA](#) soon Ward 6

[GMT Justice, Equity, Diversity & Inclusion Committee](#)

[Schedule a meeting with Romeo](#)

[802 829 4858](#)

romeo.vonhermann@gmail.com

[Romeo on Facebook](#)

Burlington, VT 05401



'28 JUL 25 AM 11:15



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

APPLICATION FOR: Church Street Marketplace Commission 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: Romeo Von Hermann Ward: 8 soon to be Ward 6

Residence: 26 University Terr # 5 ****Political Affiliation****

Are you a registered Burlington Voter? Yes

Phone (home): _____ Phone (work): _____ Phone (cell): 802 829 4858

E-Mail Address: romeo.vonhermann@gmail.com

Training or Experience Related to the Commission or Board Post for Which you are Applying:

I am applying for Church Street Marketplace Commission because I work and manage Green Mountain Transit

Transit Station in downtown and within or near Church Street Marketplace. I have front row seat on
on issues that arise on in and around Church Street Marketplace. More importantly I want to promote
a safer and excellent shopping experience in downtown for all residents and tourist. I do have retail,

residential and transit customer service experience which gives me much better understanding of what needs to
be done.

Current Occupation: Green Mountain Transit - Stations & Customer Services Supervisor

Education (list most recent first):

School	Location	Year/Degree
Los Angeles City College	Los Angeles, California	2009
SOS HGIC	Tema, Accra, Ghana	2001
SOS HIGH SCHOOL	Mogadishu, Somalia	1999

What do you hope to accomplish as a Commissioner/Board Member?

I want to create a better and safer shopping and leisure time experience for our residents and tourist.

I want to help address all outstanding issues that both business and customers experience at

Church Street Marketplace which also affects the main transit center that I manage on 100 Cherry St

I want to also help Church Street Marketplace Commission have more diverse representation as well.

How did you learn of the opportunity/opening to serve on a Board/Commission?

City Homepage

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:

Keith Pillsbury - kpillsbury7@gmail.com

Desta - 802 355 2299

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: Romeo von Hermann

Date: 7/25/2023

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.



To: City Council
From: Parks, Recreation and Waterfront Commission
Re: Annual Report for 2022-23
Date: May 10, 2023

Overview of Commission

See Appendix A for the list of Commissioners, meetings, and attendance records.

Mission and Vision of Parks Commission

To support and move forward the BPRW department mission and be the liaison between the City and the public

Issues/Projects Discussed and Outcomes

1. Issue – Playgrounds

Department staff presented at three meetings to discuss accessibility issues with the playgrounds, age and condition of playgrounds and a future campaign with the Parks Foundation.

Outcome – The Commission supported the direction of working with the Parks Foundation in an annual campaign to ensure future playgrounds include accessible surfacing and universal design

1. Issue – Fee Updates

The Commission supported various fee increases for permits, parking and marina slips.

Outcome - The Commission will work with the Department in the fall to look more closely at marina prices to ensure Department reaches revenue potential while still maintaining price accessibility for local boaters.

1. Issue – Ordinance changes

The Department brought to the Commission minor suggested changes to the Ordinances. They included parking enforcement following the rules of the DPW Parking Services to allow both departments to support enforcement and adding the Park Rangers for enforcing dogs off-leash in parks.

Outcome – Commission supported the changes and City Council approved them. The Commission will continue working with the Department to update ordinances as needed.

1. Issue – Commercial Use of Parks

The Commission has the responsibility of approving all commercial uses of parks. The department brought to the Commission that wedding officiants using City parks are using them for commercial use. The department needed a permit system to allow the use without burdening the Commission with needing to approve every small wedding in a park with a paid officiant.

Outcome – The Commission supported a new “Officiants in Parks” program, which would charge officiants \$200 a year to be a part of the program and if they are a part of the program, they would not need to come to the Commission for approval. The annual permit would cover weddings with 19 or fewer attendees. Weddings with 20 or more individuals need a separate permit using our standard permit pricing for larger groups.

1. Presentations – Penny for Parks

a. Community Requests

Staff provided recommendations for the awarding of the 2022 community requests at the January meeting.

a. FY24 projects

Staff presented the FY24 projects at the April meeting.

Outcome – Commission voted to approve the suggested community requests and the budget for FY24.

1. Additional Presentations

a. BPRW - BTV Stat (data)

I. Recreation and Recreation Facilities

II. Playgrounds

III. Waterfront

b. Urban Tree update

c. Urban Park Rangers

d. Legacy Fund adaptation

e. Burlington Community Gardens

I. History

II. New inclusive gardening agreement

f. BPRW Special events (two presentations)

g. BPRW Asset Management program

h. Leddy Park Comprehensive Plan

i. Volunteer of the Year

j. FY24 Budgets

Challenges/Difficulties and Best Approach to Resolve

Challenge – How do we best serve the needs of the public?

Best Approach to Resolve – Hold a strategy retreat to discuss how we can be the most effective.

Challenge – How do we best interact with each other and have a positive and effective culture?

Best Approach to Resolve - Set standards of decorum and hold each other accountable.

Ongoing Work FY23 to FY24

1. Increase public engagement and input
2. Help improve safety and comfort in parks so all members of the public feel safe and welcome (including graffiti, needles, camping, off-leash dogs and more)
3. Help department staff identify ways to bring in more revenue while improving equity
4. Help increase participation, accessibility and equity in parks and recreation programs.
5. Help manage funds in Penny for Parks and the Conservation Legacy Fund including reviewing community proposals and potential land acquisition.

Volunteer Hours

The Commission contributed 75.5 hours in total from June 2022 – May 2023 in their work as Commission members through meeting attendance, listening to community members, supporting events and helping to beautify parks.

Abbey Duke, Chair *Abbey Duke*

Nathan Lantieri

Harley Johnson *Harley Johnson*

Aaron Keech

*Lee Morrigan *Lee Morrigan*

Jason Wiseberg

Jason Wiseberg

*Robert Etter *Robert Etter*

* Fauna Hurley was vice-chair through the March 2023 meeting. She resigned following the March meeting due to additional work demands. Lee Morrigan joined the Commission at the February 2023 meeting filling a spot vacated by Alex Farrell who moved out of Burlington. Robert Etter joined the Commission at the May 2023 meeting filling the position vacated by Fauna Hurley.

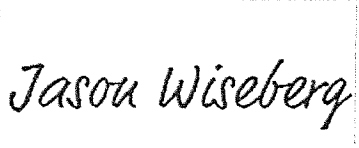
Appendix A

**PARKS AND RECREATION COMMISSION MEETING
ATTENDANCE RECORD JULY 2022 – JUNE 2023**

<u>Date</u>	<u>Commissioners Present</u>
July	No Meeting
August 9	Hurley, Farrell, Lantieri and Wiseberg
September 13	Duke, Farrell, Hurley, Johnson and Wiseberg
October 5	No meeting
November 15	Duke, Hurley, Johnson, Lantieri and Wiseberg
December 13	Duke, Hurley, Johnson, Keech and Wiseberg
January 10, 2023	Duke, Hurley, Johnson and Lantieri
February 14	Duke, Johnson, Keech, Lantieri, Morrigan and Wiseberg
March 14	Duke, Hurley, Johnson, Keech, Lantieri, Morrigan and Wiseberg
April 11	Duke, Johnson, Keech, Lantieri, Morrigan and Wiseberg
May 9	Duke, Etter, Johnson, Keech, Lantieri, Morrigan and Wiseberg
June 13	

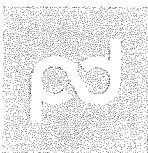
Signature Certificate

Reference number: DMIM8-AZ4PN-SDVRR-KEUDA

Signer	Timestamp	Signature
Abbey Duke Email: aduke@burlingtonvt.gov Sent: 11 May 2023 00:59:36 UTC Viewed: 11 May 2023 01:00:03 UTC Signed: 11 May 2023 01:00:24 UTC Recipient Verification: ✓Email verified 11 May 2023 01:00:03 UTC		 IP address: 65.183.128.94 Location: Burlington, United States
Jason Wiseberg Email: jwiseberg@burlingtonvt.gov Sent: 11 May 2023 00:59:36 UTC Viewed: 11 May 2023 01:37:18 UTC Signed: 11 May 2023 01:37:49 UTC Recipient Verification: ✓Email verified 11 May 2023 01:37:18 UTC		 IP address: 75.69.32.214 Location: Burlington, United States
Lee Morrigau Email: lmorrigan@burlingtonvt.gov Sent: 11 May 2023 00:59:36 UTC Viewed: 11 May 2023 05:35:36 UTC Signed: 11 May 2023 05:38:07 UTC Recipient Verification: ✓Email verified 11 May 2023 05:35:36 UTC		 IP address: 65.183.142.92 Location: Burlington, United States
Nathan Lantieri Email: nlantieri@burlingtonvt.gov Sent: 11 May 2023 00:59:36 UTC Viewed: 12 May 2023 19:47:51 UTC Signed: 12 May 2023 19:48:07 UTC Recipient Verification: ✓Email verified 12 May 2023 19:47:51 UTC		 IP address: 65.183.140.163 Location: Burlington, United States

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18 May 2023 00:02:21 UTC

Page 1 of 2



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Signer

Timestamp

Signature

Aaron Keech

Email: akeech@burlingtonvt.gov

Sent:

11 May 2023 00:59:36 UTC

Viewed:

15 May 2023 12:36:38 UTC

Signed:

16 May 2023 17:14:46 UTC

Aaron Keech

Recipient Verification:

✓Email verified

15 May 2023 12:36:38 UTC

IP address: 164.159.59.2

Harley Johnson

Email: hkjohnson@burlingtonvt.gov

Sent:

11 May 2023 00:59:36 UTC

Viewed:

17 May 2023 15:03:57 UTC

Signed:

17 May 2023 15:04:16 UTC

Harley Johnson

Recipient Verification:

✓Email verified

17 May 2023 15:03:57 UTC

IP address: 65.183.143.66

Location: Burlington, United States

Robert Etter

Email: retter@berkeley.edu

Sent:

11 May 2023 00:59:36 UTC

Viewed:

18 May 2023 00:01:27 UTC

Signed:

18 May 2023 00:02:21 UTC

Robert Etter

Recipient Verification:

✓Email verified

18 May 2023 00:01:27 UTC

IP address: 69.5.125.64

Location: Burlington, United States

Document completed by all parties on:

18 May 2023 00:02:21 UTC

Page 2 of 2



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Resolution Relating to

SUPPORT FOR FAIR CONTRACT FOR UVMMC SUPPORT
STAFF UNITED UNION

RESOLUTION_____

Sponsors: Councilors *Bergman, Grant, Hightower, Magee, Dieng, Paul, Shannon, King, Carpenter, Barlow*
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, UVMMC staff fill diverse, essential and critical roles for our region's only level one trauma center: support staff are the first point of contact when patients arrive and check patients in; they cook the meals and clean patient rooms and common spaces; they answer patient calls and provide bedside care; they help save lives and work behind the scenes in a multitude of ways to ensure UVMMC delivers the highest quality care to our community¹; and

WHEREAS, the economic need for a union was embraced by employees who can barely afford to live in the area given:

- Our high cost of housing and child care; and
- UVMMC’s cost of living adjustments failing to keep up with the consumer price index so UVMMC staff are earning less today in real dollars than in 2017; and
- Wage inequality within UVMMC, including the former CEO in 2021 making \$1,724,119 in salary and additional compensation and the president making \$724,286 in salary and additional compensation²; and inequality is not limited to one person; and 31 executives made \$14.5 million in salaries, benefits, and bonuses, an average of \$468,509/year; and

Resulting in:

- Over 1000 staff earning less than \$20/hour and 99% of the bargaining unit does not earn a livable wage for a family in Chittenden Co. according to the MIT living wage calculator; and
- Too many staff relying on food aid and second and third jobs; and
- UVMMC high staff turnover and vacancy rate with several positions having a turnover rate of more than 40% annually; and

¹[Avdibegovic & Bushway: Thousands of eye-opening conversations affect hospital talks](#)

²[UVMMC 2020 990 form](#)

- High turnover rates and short staffing creating significant negative impact on patient care through increased risks of falls, acquired infections, and even death³; in addition to longer wait times and diminished opportunity for staff to connect with patients over their care needs⁴; and

WHEREAS, the 2350 Support and Technical staff at UVMMC voted in January of 2022 with 86% support to join together in the *UVMMC Support Staff United* union to bargain with the UVMMC administration for improved wages, benefits, and working conditions, equity, transparency and justice, and respect for the vital work they do at the Medical Center; and

WHEREAS, the economic needs and problems of UVMMC workers are common to workers in Burlington, the rest of Vermont, and all over the US. Wealth and income inequality is higher in the US than in any other developed country and is growing.⁵ In addition, according to the Public Assets Institute, a Vermont non-profit dedicated to improving the well-being of everyday Vermonters, especially the most vulnerable, while Vermont's "prices are in line with the rest of the country—just 2.5 percent higher than the U.S. average," "when it comes to wages, Vermont lingers on the low end of the New England states, and well below the U.S. as a whole. Vermont ranked 38th in the country in annual average wages in 2017".⁶ As a result, union organizing, and community support for it, is expanding throughout Vermont and the rest of the nation; and

WHEREAS, on July 24, 2023 the Burlington City Council heard public testimony from many UVMMC employees who shared their moving and concerning real life struggles with housing, cost of living, and even healthcare, and testimony which also included references to 20 year veterans of the organization in skilled positions making entry level wages for unskilled positions; and

WHEREAS, to bring equity and justice to UVMMC's treatment of its staff, *UVMMC Support Staff United* is bargaining for its first contract, seeking Pay Equity, Increased Salaries and a Livable Wage for All and to Protect and Improve Worker Safety and Patient Care⁷; and

³ [A Public Health Crisis: Staffing Shortages in Healthcare](#)

⁴ [Aydibegovic & Bushway: Thousands of eye-opening conversations affect hospital talks](#)

⁵ [Trends in U.S. income and wealth inequality | Pew Research Center; https://invisiblepeople.tv/the-wealth-inequality-gap-is-leading-to-more-homelessness/?gclid=Cj0KCQjwyMiTBhDKARIsAAJ-9VuB88OfR4g1SIVE7OF7ed8QFfAnV1DTjvvUyltEe_rs0CfzHdUdgggaAjxrEALw_wcB](#)

⁶ [SWVT19.pdf \(google.com\)](#) (State of Working Vermont 2019, Public Assets Institute)

⁷ [Support Staff United Bargaining Priorities](#)

WHEREAS, a good contract for UVMMC staff will help not only UVMMC staff but employees in our entire region, because raising the floor for thousands of local workers will help raise the wages of all low waged workers in our notoriously low waged state, and make pay equity and livable wages a reality;

NOW, THEREFORE, BE IT RESOLVED that the City Council, in the interest of the wellbeing, health and safety of the City and region's residents and visitors, hereby calls on the UVMMC management and UVMMC Support Staff United to reach an agreement that is in the best interest of the community and respects the worth and dignity of UVMMC's support staff and leads to greater pay equity, increased salaries and a livable wages with a healthy work life balance, protecting and improving worker safety and patient care, which will help with attracting and retaining quality staff; and

BE IT FURTHER RESOLVED that the Clerk/Treasurer's Office send copies of this signed resolution to UVM Medical Center administration, UVM Health Network administration and UVMMC Support Staff United.

GB/Resolutions 2023/Support for UVMMC Support Staff Unite
8/14/2023

Resolution Relating to

SUPPORT FOR FAIR CONTRACT FOR UVMMC SUPPORT
STAFF UNITED UNION

RESOLUTION_____

Sponsors: Councilors *Bergman, Grant, Hightower, Magee, Dieng, Paul, Shannon, King, Carpenter, Barlow*
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, UVMMC staff fill diverse, essential and critical roles for our region's only level one trauma center: support staff are the first point of contact when patients arrive and check patients in; they cook the meals and clean patient rooms and common spaces; they answer patient calls and provide bedside care; they help save lives and work behind the scenes in a multitude of ways to ensure UVMMC delivers the highest quality care to our community¹; and

WHEREAS, the economic need for a union was embraced by employees who can barely afford to live in the area given:

- Our high cost of housing and child care; and
- UVMMC’s cost of living adjustments failing to keep up with the consumer price index so UVMMC staff are earning less today in real dollars than in 2017; and
- Wage inequality within UVMMC, including the former CEO in 2021 making \$1,724,119 in salary and additional compensation and the president making \$724,286 in salary and additional compensation²; and inequality is not limited to one person; and 31 executives made \$14.5 million in salaries, benefits, and bonuses, an average of \$468,509/year; and

Resulting in:

- Over 1000 staff earning less than \$20/hour and 99% of the bargaining unit does not earn a livable wage for a family in Chittenden Co. according to the MIT living wage calculator; and
- Too many staff relying on food aid and second and third jobs; and
- UVMMC high staff turnover and vacancy rate with several positions having a turnover rate of more than 40% annually; and

¹[Avdibegovic & Bushway: Thousands of eye-opening conversations affect hospital talks](#)

²[UVMMC 2020 990 form](#)

- High turnover rates and short staffing creating significant negative impact on patient care through increased risks of falls, acquired infections, and even death³; in addition to longer wait times and diminished opportunity for staff to connect with patients over their care needs⁴; and

WHEREAS, the 2350 Support and Technical staff at UVMMC voted in January of 2022 with 86% support to join together in the *UVMMC Support Staff United* union to bargain with the UVMMC administration for improved wages, benefits, and working conditions, equity, transparency and justice, and respect for the vital work they do at the Medical Center; and

WHEREAS, the economic needs and problems of UVMMC workers are common to workers in Burlington, the rest of Vermont, and all over the US. Wealth and income inequality is higher in the US than in any other developed country and is growing.⁵ In addition, according to the Public Assets Institute, a Vermont non-profit dedicated to improving the well-being of everyday Vermonters, especially the most vulnerable, while Vermont's "prices are in line with the rest of the country—just 2.5 percent higher than the U.S. average," "when it comes to wages, Vermont lingers on the low end of the New England states, and well below the U.S. as a whole. Vermont ranked 38th in the country in annual average wages in 2017".⁶ As a result, union organizing, and community support for it, is expanding throughout Vermont and the rest of the nation; and

WHEREAS, on July 24, 2023 the Burlington City Council heard public testimony from many UVMMC employees who shared their moving and concerning real life struggles with housing, cost of living, and even healthcare, and testimony which also included references to 20 year veterans of the organization in skilled positions making entry level wages for unskilled positions; and

WHEREAS, to bring equity and justice to UVMMC's treatment of its staff, *UVMMC Support Staff United* is bargaining for its first contract, seeking Pay Equity, Increased Salaries and a Livable Wage for All and to Protect and Improve Worker Safety and Patient Care⁷; and

³ [A Public Health Crisis: Staffing Shortages in Healthcare](#)

⁴ [Aydibegovic & Bushway: Thousands of eye-opening conversations affect hospital talks](#)

⁵ [Trends in U.S. income and wealth inequality | Pew Research Center; https://invisiblepeople.tv/the-wealth-inequality-gap-is-leading-to-more-homelessness/?gclid=Cj0KCQjwyMiTBhDKARIsAAJ-9VuB88OfR4g1SIVE7OF7ed8QFfAnV1DTjvvUyltEe_rs0CfzHdUdqggaAjxrEALw_wcB](#)

⁶ [SWVT19.pdf \(google.com\)](#) (State of Working Vermont 2019, Public Assets Institute)

⁷ [Support Staff United Bargaining Priorities](#)

WHEREAS, a good contract for UVMMC staff will help not only UVMMC staff but employees in our entire region, because raising the floor for thousands of local workers will help raise the wages of all low waged workers in our notoriously low waged state, and make pay equity and livable wages a reality;

NOW, THEREFORE, BE IT RESOLVED that the Burlington City Council adds its voice to other elected officials acting in solidarity with the staff at UVMMC and all working people in our city and region and hereby stands with the union in its demands for Pay Equity, Increased Salaries and a Livable Wage for All, Attracting and Retaining Quality Staff, Protect and Improve Worker Safety and Patient Care, and A Healthy Work Life Balance and calls on UVMMC to bargain fairly and in good faith with UVMMC Support Staff United; and

BE IT FURTHER RESOLVED that the City Council requests a copy of this resolution be sent to UVM Health Network CEO Sunil “Sunny” Eappen and UVMMC President & COO Stephen Leffler.

GB/Resolutions 2023/Support for UVMMC Support Staff Unite
8/5/2023

MEMORANDUM

TO: Katherine Schad, Chief Administrative Officer, City of Burlington

FROM: Heather E. Ross, Sheehey Furlong & Behm PC

DATE: July 31, 2023

RE: Financial Review of Expenditures by Racial Equity Inclusion and Belonging Department (“REIB”) in Fiscal Years 2021 and 2022

The City of Burlington engaged Sheehey Furlong & Behm PC (“SFB”) to conduct a review of the contracting processes and expenditures associated with spending by REIB in fiscal years 2021 and 2022, particularly with respect to Juneteenth 2022, to determine whether there was fraud, waste or abuse.

Concerns were raised in mid-March 2023 when multiple news articles from Minneapolis, Minnesota reported that Ms. Green abruptly left her position there as REIB Director allegedly related to a Black History Month event that took place on February 25, 2023. According to the news articles, the event ran into financial issues. According to a March 29, 2023 article in the Minneapolis Post, Ms. Green “first floated putting on an event to mark Black History Month [in September 2022]: an expo that would feature musical artists, speakers, panel discussions on health and personal finances, and a market for owners of local Black businesses. This expo concept came from the proprietors of Touched Apparel, LLC, the Atlanta-based clothing company with which [Ms.] Green had worked during her previous job with the city of Burlington, Vermont.” The article went on to state that Ms. Green “attempted to fast-track a contract with the event planner, arguing Touched Apparel offered precisely the expo concept Green wanted to use. In mid-October, the city’s Procurement Division rejected Green’s request, saying a public bidding process was necessary. Two other event planners applied, but in mid-November, Green selected Touched Apparel.” According to the news articles, Minneapolis accused Ms. Green of making false statements regarding a purported sponsorship from the Bush Foundation, and they were further investigating a large event that was allegedly over-budget or in excess of any reasonable budget, for which Touched Apparel was the Event Coordinator. The City of Minneapolis reportedly spent \$680,978.20 for the event.

Casey Ellerby, a/k/a Jersey Ellerby, a/k/a Jersey Moulin is the founder and CEO of Touched Apparel. Ms. Ellerby worked full-time for the City of Burlington’s REIB Department from December 27, 2021 through October 3, 2022 as an Event Planner with responsibility for Juneteenth 2022. Given that Ms. Ellerby worked on the Juneteenth 2022 event, which exceeded the City’s approved budget, the City became concerned about a pattern of behavior.

In light of the concerns raised in Minneapolis, and some of the apparent factual similarities between the event there and the Juneteenth 2022 celebration in Burlington, including the involvement of Ms. Green and Ms. Ellerby, the City requested some assurances from its auditor, Marcum LLP (“Marcum”) regarding a lack of financial improprieties. The auditor had performed a financial transaction audit, which has as its objective the evaluation of the financial statements to make sure that the financial records are a fair and accurate representation of the transactions they claim to represent. As the auditor explained, given the specific purpose of the audit, the fact that there had been such an audit did not standing alone rule out fraud, waste or abuse. In response to the City’s request for further work, Marcum used a software program to review invoices. The software identified a couple of invoices that had been randomly selected as suspicious based on the appearance of the invoice itself. In particular, for one of the invoices, the service was described only as a “stipend” or “honorarium” and the invoice did not contain a telephone number. The auditor also stated that the business did not appear to be a legal business as it was not

registered to do business.¹ As a result of this information from the auditor, the City asked SFB to look more closely at the services obtained by REIB, particularly with respect to Juneteenth 2022, to ensure that there was no fraud, waste or abuse.

The scope of SFB's review included gathering and analyzing information related to the planning and execution of Juneteenth 2022, but also focused on other expenditures by REIB in fiscal years 2021 and 2022, including procurement, contracting, funding, and payments. This report summarizes the procedures performed as well as our findings and observations.

This report is intended solely for use in connection with this review and may contain confidential information. SFB's review is not intended to be, nor should it be, considered an audit, review, or compilation in accordance with generally accepted auditing standards ("GAAS"). An audit is defined as the review of financial statements and the expression of an opinion on the fairness with which they present, in all material respects, financial position, results of operation, and cash flows in conformity with generally accepted accounting principles ("GAAP"). In contrast, this review was conducted to analyze specific processes and activities pertaining to expenditures by REIB during the relevant time period with a focus on expenditures related to Juneteenth.

The review performed was limited to that described herein based on the documents and information referenced below. Information obtained after this report's date may affect SFB's analysis, and this effect may be material or significant. This report may need to be updated or supplemented upon learning additional information that may affect SFB's observations, findings or conclusions.

I. Investigative Procedures

We gathered and reviewed the following information in undertaking our analysis.

We reviewed potentially applicable City policies and procedures, including conflict of interest policies and procurement policies.

Building off the auditor's work, we reviewed invoices for Juneteenth 2021 and 2022, as well as all invoices for fiscal year ("FY") 2022 applicable to REIB. We reviewed General Ledger data for FY 2021 and 2022. We compared the General Ledger data for FY 2022 to the invoices we received for 2022. We also reviewed available contracts as well as certain requests for proposals ("RFPs") and responses. In addition, we reviewed notes and emails in the City's accounting software system regarding certain invoices.

We conducted Secretary of State searches both inside and outside Vermont on the vendors used by REIB in FY 2022 to determine whether they were registered to do business, where the business was located (inside or outside Vermont), and the identities of the principals and registered agents.² A chart indicating the vendors for whom we had invoices for FY 2022, whether they were registered to do business, and if

¹ KOKO's Studio, Inc. (Honorarium) and the VFW Howard Plan Post 782 (Utility Cost for Juneteenth) were the two invoices highlighted by Marcum.

² The following vendors are not included on the list and were not subject to Secretary of State searches because they are well-known entities: Best Western Inn, Calendly, City Market, Costco, Courtyard by Marriot, Delta, Doubletree Hotel, Etsy, Facebook, Google Play, Hannaford, Hotel Vermont, King Street Center, Myers Container Service, Squarespace, Uber, Vermont Racial Justice Alliance, Vermont Tent Company, and Vermont Public Radio.

so, where is attached as **Exhibit A.**³ We conducted some limited social media reviews and/or internet searches of publicly available materials.

We received Ms. Green's emails during her tenure with the City, as well as the files she maintained at the time of her departure. Given the volume of documents produced from Ms. Green's files, we used key terms to run targeted searches related to vendors, budget, Juneteenth expenditures, and donors or grants. We also received Ms. Ellerby's emails and conducted some targeted email searches of her emails. Finally, we reviewed limited emails and documents provided by other individuals who were interviewed.

We reviewed memoranda involving Budget amendments for REIB for the relevant time period, including the amendment in the Fall of 2022 for Juneteenth 2022. We reviewed the video for Board of Finance and City Council meetings for the relevant time period involving the REIB budget or at which Ms. Green presented.

We interviewed eight (8) current City employees. We also interviewed Ms. Green and Ms. Ellerby. All interviewees were cooperative and responsive.

II. Applicable Policies and Procedures

The City of Burlington has a procurement policy entitled "Purchasing Policy," which applies to all departments of the City and was last amended on December 22, 2010. In relevant part, the Purchasing Policy provides: "All purchases in excess of \$1,000 must be competitively bid." "Purchases in excess of \$15,000 require the development and public availability of written specifications, requirements and conditions regarding the purchase. In addition, interested vendors must submit written bids. Purchases in excess of \$50,000 shall require the preparation of and dissemination of a 'Request for Proposal' (RFP), the submission of written proposals, and subsequently the execution of a contract."

The Policy further defines competitive bidding as conducting purchases "on the basis of a fair and competitive" process, and "in all instances bids shall be obtained, if possible, from three or more vendors." It further explains that small items under \$1,000 used on a day-to-day basis may be purchased without competitive bidding; "[h]owever, even on these items, periodic telephone checks should be made to be certain the purchase are secured from a local source at the lowest cost for the quality needed."

The Policy further states that although the City may reject an otherwise lowest bid, a "detailed explanation must be made for City of Burlington to recommend a bid award if the bid is not the lowest." Further, the Policy provides, "[w]henever possible and competitively advantageous to the City, purchases should be made within the City limits."

³ The following are vendors for which no invoices were provided to us: Ebony Edosomwan (Catering), Windjammer (Hotel Rooms), Ryan Critchlow LLC, d/b/a Paragon (Cleaning for Juneteenth), Adrianna Gomez (Sculpture Stipend), Christine Longmore (Sculpture Stipend), Vermont Public Radio (Media for Juneteenth), Kerubo Music Productions, LLC (Music for Juneteenth), Charlie Mayne (Music for Juneteenth), Bodel Zabili (Music for Juneteenth), Luis Calderin (Music for Juneteenth), Lutalo (Music for Juneteenth), David Cooper (Music for Juneteenth), Omega Jade Williams (Music for Juneteenth), McKenzie Music, LLC (Music for Juneteenth), Dakota Burr (Music for Juneteenth), DJ Ron Stoppable (Music for Juneteenth), Jennie Johnson (Music for Juneteenth), Melo Grant (Music for Juneteenth), Judith Emanuel-Dyke (Music for Juneteenth), Seven Days (Media for Juneteenth), Mbie Albino (Music for Juneteenth), Calto's Popsicles (Food for Juneteenth), Andrew Champagne (Music for Juneteenth), Paragon Vermont LLC (Bathroom Cleaning), and Church Street Marketplace Foundation Ltd. (Light Pole Banners for Juneteenth). As noted, most of these are music performers, and we did not do separate Secretary of State searches for each of them. We did, however, add Ebony Edosomwan, and Calto's Popsicles to our Exhibits as they appeared to be food vendors for Sunday, June 19, 2022.

With respect to sole source purchasing, the Policy provides: “A department of the City may purchase services or goods on a non-competitive, sole source basis within available appropriations whenever there is only one qualified vendor or when the continuing basic services requirements of a department require an immediate purchase from a qualified vendor.”

Regarding Selection Procedures for Professional Consulting Services, the Policy provides, “The selection of professional consultants is made upon the basis of price, integrity, past performance, applicable experience and availability. A direct price driven bid process may not be advantageous to the City. Qualifications based procedures using a fair and open selection process based upon the qualifications of the firm may be used. The fees for such services are established following the selection of a firm through a negotiation process to determine a fair and reasonable price. Contracts for professional consulting services of \$2,500 or less may be negotiated directly with qualified professional consultants without competitive selection. However, periodic prequalification of qualified professional consultants should be made to be certain the contracts are from a local source and at the lowest cost for the quality required.” Contracts in excess of \$15,000 require competitive selection and contracts in excess of \$50,000 must go through the RFP process.

The Policy also includes a Conflict of Interest section, which states in full as follows:

No City employee shall participate in any fashion on any purchasing matter in which either a direct or indirect conflict of interest is present. Nor shall a City employee participate on any purchase in which such participation or vote would reasonably create in the mind of an objective person the appearance of a direction or indirect conflict of interest. The presence of a circumstance as above enumerated shall be regarded as a conflict of interest situation. For the purposes of this section, the following definitions shall be applicable:

- a. Direct Conflict of Interest shall mean a situation in which the City employee has a direct and immediate financial interest in a matter which is officially before such employees.
- b. Indirect Conflict of Interest shall mean a situation in which the City employee is a spouse, parent, child, brother, sister, grandparent or grandchild, uncle, aunt, niece, nephew or first or second cousin of an individual who would have a Direct Conflict of Interest were such City employee involved in the situation.
- c. While not proscribed by the precise requirements of this section, a City of Burlington employee is also requested to consider declaring a conflict of interest situation and not participating in any matter where as a result of a close personal friendship with an applicant or for any reason unrelated to the merits of the matter, the City employee is not able to consider the matter at issue without being influenced and guided by such friendship or other reason unrelated to the merits of the matter.

In addition to the conflicts of interest provision in the Purchasing Policy, the City also has a Charter provision on conflicts of interest that applies to all City officers. The Charter provides, in pertinent part:

No city officer shall participate in any fashion or cast a vote on any matter in which either a direct or indirect conflict of interest is present. Nor shall a city officer participate or vote on any question in which such participation or vote would reasonably create in the mind of an objective person the appearance of a direct or indirect conflict of interest. . . . In the event a conflict of interest situation arises, the affected city officer shall at the first opportunity formally declare the existence of the conflict of interest situation. Thereafter, such officer shall not participate in any fashion at any level, formally or informally, in the discussion of the matter, nor cast a vote of any kind at any level with respect to the matter to which the conflict of interest situation applies.

For purposes of this provision, a city officer shall mean “the mayor, a member of the city council, a member of the board of school commissioners, a commissioner appointed by the city council, with mayor presiding, a superintendent or corresponding department head of a city department or any city official who is appointed by the mayor subject to the approval of the city council.”

The Charter provision provides the following definition of a direct conflict of interest: “a situation in which the city officer has a direct and immediate financial interest in a matter which is officially before such officer or before a board of which such officer is a member.”

The Charter provision further provides a definition of a direct and immediate financial interest as follows: “Such financial interest shall be regarded as present if the city officer is either the self-proprietor of the organization seeking to do business with the city or an officer, partner, professional associate, shareholder holding at least five (5) percent of the outstanding shares of any particular class of shares, director or managerial employee of such organization. It shall also be regarded as present if the city officer serves as legal counsel, accountant, architect or consulting engineer, or has another such professional relationship with such organization.”

Seeking to do business with the City means “contracting within the city, seeking or opposing a permit or similar permission for a particular activity, seeking or opposing a legal enactment or some amendment thereof, soliciting employment with the city or otherwise requesting some status, right or benefit from the city that has a financial value.”

The sections on indirect conflict of interest and on when an officer should consider declaring a conflict of interest are the same as those in the Purchasing Policy.

Finally, the Charter provision provides that “[a]ny city officer who violates the provisions of this section shall be regarded as guilty of bad conduct.”⁴

⁴ Section 133 of the Charter regarding conflicts of interests for city officers provides in full:

No city officer shall participate in any fashion or cast a vote on any matter in which either a direct or indirect conflict of interest is present. Nor shall a city officer participate or vote on any question in which such participation or vote would reasonably create in the mind of an objective person the appearance of a direct or indirect conflict of interest. The presence of a circumstance as above enumerated shall be regarded as a conflict of interest situation. In the event a conflict of interest situation arises, the affected city officer shall at the first opportunity formally declare the existence of the conflict of interest situation. Thereafter, such officer shall not participate in any fashion at any level, formally or informally, in the discussion of the matter, nor cast a vote of any kind at any level with respect to the matter to which the conflict of interest situation applies. For the purposes of this section, the following definitions shall be applicable:

(1) *Direct Conflict of Interest* shall mean a situation in which the city officer has a direct and immediate financial interest in a matter which is officially before such officer or before a board of which such officer is a member. Such financial interest shall be regarded as present if the city officer is either the self-proprietor of the organization seeking to do business with the city or an officer, partner, professional associate, shareholder holding at least five (5) percent of the outstanding shares of any particular class of shares, director or managerial employee of such organization. It shall also be regarded as present if the city officer serves as legal counsel, accountant, architect or consulting engineer, or has another such professional relationship with such organization. For purposes of this subsection, doing business with the city shall mean contracting within the city, seeking or opposing a permit or similar permission for a particular activity, seeking or opposing a legal enactment or some amendment thereof, soliciting employment with the city or otherwise requesting some status, right or benefit from the city that has a financial value. Doing business with the city shall not include supporting or opposing the passage of a legislative measure unless such measure relates substantially to the city officer’s business or business organization rather than to a broad scope of private and public interests which may include the private financial interests of the city officer.

The City also has personnel policies governing Business-Related Travel for Employees. These policies were last amended in December 2019. Said policy provides the following: “Prior to traveling on department business requiring an overnight stay, expenditure of funds must be approved in advance by the employee's supervisor. All approvals must be received prior to committing the department to any financial obligations including, but not limited to, airline tickets, hotel rooms, meal costs, and registration fees.”

With respect to other expenses, the policies provide: “A cash advance may be issued for expected items that are not typically allowed as credit card purchases (such as cab fare, tolls, and meals). Cash advance requests should be submitted a minimum of ten (10) business days prior to departure date. All advances will be calculated according to the standards of the Office of Government-Wide Policy of the U. S. General Services Administration. The rates can be calculated according to the travel destination at the following website: <http://www.gsa.gov>. Travelers wishing to be reimbursed for their expenses after the travel event will be reimbursed according to the above listed per diem rates. Within five (5) business days of returning to work, employees are to submit all receipts along with the claim form.”

The policy further provides: “In the absence of requesting a travel advance for per diem costs, employees traveling on department business are requested to use their personal credit card for these expenses. The City will reimburse the employee for allowable expenses within ten (10) business days of receiving a Reimbursement Form.”

(2) *Indirect Conflict of Interest* shall mean a situation in which the city officer is a spouse, parent, child, brother, sister, grandparent or grandchild, uncle, aunt, niece, nephew or first or second cousin of an individual who would have a Direct Conflict of Interest were such city officer involved in the situation.

(3) *City Officer* shall mean the mayor, a member of the city council, a member of the board of school commissioners, a commissioner appointed by the city council, with mayor presiding, a superintendent or corresponding department head of a city department or any city official who is appointed by the mayor subject to the approval of the city council.

(b) The proscribed appearance of a conflict of interest shall be deemed to be present when either the city officer formally announces the existence of such or two-thirds of the whole number of the city council, or in the case of a city officer in the school department two-thirds of the whole number of the board of school commissioners, shall vote in a particular situation that such a conflict of interest situation exists for a particular city officer. In such a proceeding, the mayor shall preside and vote as a member of the city council, but no city council or school board member shall participate or vote if such officer is the subject of the discussion as to whether a conflict of interest situation exists.

(c) Any city officer who violates the provisions of this section shall be regarded as guilty of bad conduct. City officers other than the mayor, members of the city council, and members of the board of school commissioners shall be subject to removal or suspension in accordance with the procedures set out in this city charter and applicable state statutes. The mayor or a member of the city council shall be subject to official censure upon affirmative vote of two-thirds of the whole number of the city council with the mayor presiding and voting as a member thereof. A member of the board of school commissioners shall be subject to official censure upon the affirmative vote of two-thirds of the whole number of such board. Provided, neither the mayor, a member of the city council nor a member of the board of school commissioners shall participate in such discussion and vote if such individual is the subject of the discussion.

(d) While not proscribed by the precise requirements of this section, a city officer is also requested to consider declaring a conflict of interest situation and not participating in any matter where as a result of close personal friendship with an applicant or for any other reason unrelated to the merits of the matter, the city officer is not able to consider the matter at issue without being influenced and guided by such friendship or other reason unrelated to the merits of the matter. Further, a city officer who holds less than five (5) percent of the shares of any particular class of shares in any organization seeking to do business with the city is also requested to declare his or her ownership of such shares when voting on a matter in which he or she would have a conflict of interest if the percentage of ownership were five (5) percent or greater.

III. Factual Background

The operations of the REIB commenced with the start of Tyeastia Green's employment on April 6, 2020 as the first Director of REIB. Ms. Green ended her employment on March 10, 2022. For FY 2020, which ended on June 30, 2020, REIB's budget was part of the Human Resources Budget. For FY 2021 and 2022, REIB had its own budget. The approved budget for Juneteenth 2021 was \$100,000 in City funds. For Juneteenth 2021, through private donors, about \$149,000 was raised. The cost for Juneteenth 2021 was \$231,938.32. Thus, about \$17,000 of funds allocated from the City was left over after Juneteenth 2021.

Similarly, the approved budget for Juneteenth 2022 also was \$100,000. It later expanded to \$180,000. Ultimately, the amount expended on Juneteenth 2022 was \$414,677.03. Of this cost, \$103,019.19 was provided by private donors. The City had to make up the difference in cost in the amount of \$131,657.84.

During Ms. Green's approximately two-year tenure, REIB hired multiple employees, including Marielle Mathews (2/2/21 – 4/15/22), Skyler Nash (11/16/2020 – 3/10/22), Belan Antensaye (11/16/2020 – 2/23/23), Casey Ellerby (12/27/21 – 10/3/22), Phet Keomanyvanh (1/24/22 – Present), Thea Heck (11/15/21 – 3/15/23), Mohamed Jafar, (9/6/21 – 6/1/23), Katie Green (8/17/21 – Present), Vanessa Bonebo (8/17/21 – 9/2/22), Mairead Collins (6/3/21 – 10/14/22), and Nyla Ruiz (7/26/21 – 4/15/22). Casey Ellerby a/k/a Jersey or Jersey Moulin was hired as the Event Planner and was in charge of planning and organizing Juneteenth 2022. Phet Keomanyvanh became the Acting Director of REIB when Ms. Green departed in March 2022.

On Saturday, June 19, 2021, the City of Burlington hosted its first annual Juneteenth celebration. Juneteenth is a holiday celebrating the emancipation of those enslaved in the United States. The annual Juneteenth celebration was intended to commemorate the history, culture, and resiliency of Black Americans in the hopes of educating and unifying Burlingtonians and Vermonters of all races around the true history of freedom in our nation, and the struggle and resiliency of Black people to achieve that freedom. The event was free to the public with the exception of merchandise. This means food (from selected vendors), entertainment, and educational opportunities were all free.

On March 22, 2021, at a City Council meeting, a resolution was adopted approving \$100,000 in City funds to be used for the City's first annual Juneteenth celebration. This City Council resolution was approved by Mayor Weinberger on April 5, 2021. This resolution was prompted by an undated memorandum from Ms. Green, Skylar Nash, Public Policy and Research Analyst, and Belan Antensaye, Public Policy and Research Analyst, to the Board of Finance and City Council requesting \$100,000 in City funds and attaching a proposed budget for the event of \$264,100. The remainder of the funds were to be provided by private donors. The memorandum stated that a total of \$55,000 in commitments from three private donors had been made to date (\$30,000 from Seventh Generation, \$10,000 from VSECU, and \$15,000 from Vermont Community Foundation). In the attached budget, under Talent, it was noted that \$4,000 would be allocated for Travel and Hospitality.

The signed City Council resolution provided in relevant part as follows:

“WHEREAS, the REIB has created a budget for this event that would include \$100,000 from the City's Fund for Racial Justice, with the balance of the budget to be covered by donations, grants, contributions, or gifts, and approximately \$55,000 in grants has already been received;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves and authorizes the Director of Racial Equity, Belonging & Inclusion to spend up to \$100,000 from Fund 7650_350, Fund for

Racial Justice, to hold the first annual Burlington Juneteenth celebration, in a manner consistent with the types of expenditures outlined in the attached budget and with the City's purchasing policies; and

BE IT FURTHER RESOLVED that the City Council approves and authorizes the Director of Racial Equity, Belonging & Inclusion to apply for, seek, and accept donations, grants, contributions, or gifts (hereafter "grants") on behalf of the City for the purpose of supporting this first annual Burlington Juneteenth celebration; and

BE IT FURTHER RESOLVED that the City Council approves and authorizes the Director of Racial Equity, Belonging & Inclusion to spend up to the total amount of grants received on the Juneteenth celebration in addition to the Racial Justice funds approved above, in a manner consistent with the types of expenditures outlined in the attached budget and with the City's purchasing policies."

On May 19, 2021, Ms. Green presented her budget for REIB for FY 2022 to the Board of Finance. As part of that budget, Ms. Green proposed \$100,000 to be funded by the City for Juneteenth 2022. She also proposed \$165,000 for a public art sculpture in Dewey Park. This budget was ultimately approved by the Board of Finance and the City Council.

On September 27, 2021, Ms. Green appeared before the Board of Finance requesting approval for four (4) new positions, including an Event Planner (a position filled by Casey Ellerby) and Digital Designer (a position filled by Thea Heck).

Sometime after the original budget for Juneteenth 2022 was passed, there was an amendment to the Juneteenth budget from \$100,000 to \$180,000. According to data from the General Ledger, as well other documentation, Ms. Green had a fund balance from FY 2021 that she requested be reallocated to FY 2022. Of that fund balance, \$80,000 was allocated to Juneteenth 2022 resulting in an amended budget for Juneteenth 2022 of \$180,000.

The weekend of June 19, 2022, the City of Burlington held its second annual Juneteenth celebration. This celebration was a three-day affair (Friday through Sunday). The National Hip Hop Museum set up an exhibit at the Flynn that opened on Thursday, June 16, 2022. On Friday, June 17, 2022, there was an invitation only black-tie event at Hula to honor members of the Black community. On Saturday, June 18, 2022, there was the Black Experience put on by nuWave Equity Corporation, for which the City was one of the sponsors. On Sunday, June 19, 2022, beginning in the afternoon, there were performers at multiple locations as well as free food available to the public.

Based on the information provided, we did not observe any detailed event plan outlining the agenda, vendors, services, supplies, timeline, funding, or budget needs for Juneteenth 2022. Indeed, despite having Ms. Ellerby as an Event Planner since December 2021, there was no budget for the event or other planning documents that we found in targeted email searches for REIB employees or through our interviews of former or current REIB employees. Because little to no advance planning seems to have been done for Juneteenth 2022, there were multiple examples of higher fees charged by vendors for expedited shipping or last minute services. Subsequent to Ms. Green's departure, Okay, Okay was also brought in as an event planner for Juneteenth 2022 to ensure that the event could take place as scheduled.

On November 11, 2022, REIB Economic Equity Analyst and then-Acting Director Phet Keomanyvanh submitted a memorandum to the Board of Finance regarding the Juneteenth donations and the need for budget amendments. In the memorandum, she sought approval for the acceptance of donations in the amount of \$103,019.19, as well as certain amendments to cover the approximately \$131,000 in cost overruns for Juneteenth 2022.

IV. Summary of Tyeastia Green Interview and Observations Based On Information Reviewed

Ms. Green agreed to speak with this interviewer. Ms. Green was interviewed on June 16 and June 20, 2023. The following is a summary of statements made during the interview. This summary is not intended to be a verbatim transcript.

Ms. Green stated that the budget for Juneteenth 2022 was intended to be \$500,000 and therefore the intended budget was not exceeded.

In the information reviewed as described herein, we could not find documentation or information supporting this statement about a budget of \$500,000. Ms. Green herself presented the budget for Juneteenth 2022 to the Board of Finance in May 2021 and asked for a \$100,000 budget for Juneteenth. This was later amended to \$180,000. Based on our review of the information identified in this report, we could not find any evidence of a discussion with the Board of Finance or City Council of an alleged \$500,000 budget for Juneteenth.

Ms. Green stated that she had commitments for between \$200,000 and \$300,000 in sponsorships/private donations for Juneteenth before she left the REIB in March 2022. She explained that with respect to Juneteenth 2022, she focused her efforts on obtaining donations and on introducing Ms. Ellerby to private donors. She further stated that based on the commitments she received, as well as those she expected Ms. Ellerby to receive, she believed that the City would only have to provide \$100,000 towards Juneteenth 2022. Ms. Green also stated that there was about \$30,000 in leftover funds from Juneteenth 2021 that could be put towards Juneteenth 2022.

Private donations for Juneteenth 2022 were only about \$103,000 in total. In conducting targeted searches on Ms. Green's email account, we found significant correspondence between Ms. Green and potential and actual donors for Juneteenth 2021. However, for Juneteenth 2022, we found very limited correspondence related to potential donors, and even when there was correspondence with those who had given the year before, the general sense seemed to be that said donors were giving less, if at all. Furthermore, after Ms. Green's departure, the Acting Director for REIB was told that two private sponsors were giving \$50,000 and \$25,000, respectively. In fact, subsequent email correspondence showed that each of these vendors only gave \$5000. We did not find anything in our searches that substantiated commitments of \$200,000 to \$300,000 from private donors for Juneteenth 2022 had been made or could be expected.

Ms. Green stated that she never heard the words "sole source contract" before going to work in Minneapolis.

There were multiple times when Ms. Green was made aware of the City's Purchasing Policy, which specifically references sole source contracts. The Chief Administrative Officer provided Ms. Green with a copy of the City's Purchasing Policy early in her employment. At a Board of Finance meeting on August 24, 2020, in which Ms. Green was making a presentation and seeking approval to use certain consultants, Councilor Dieng asked a question about the procurement process. Then-City Attorney Eileen Blackwood explained how the procurement process worked, that there was an applicable Purchasing Policy with certain requirements that had to be met, that an RFP had to be done at certain thresholds, that contracts had to be used at certain thresholds, and that sole source contracts were only available under very limited circumstances, including one that was being used by Ms. Green at the time with respect to the Racial Justice Alliance. In addition, the Clerk/Treasurer's Office on multiple occasions asked Ms. Green questions about compliance with the City's Purchasing Policy.

When asked whether she knew Noble Julz before she was awarded a contract, Ms. Green stated that Ms. Julz was her first-year college roommate. At the time they lived together, Ms. Julz went by the name Julia. Ms. Julz left college after the first year and went back to Newark, New Jersey. Ms. Green claimed that although the two had stayed in touch through social media over the years, they had not been in close contact. With respect to the RFP contract that Ms. Julz was awarded, Ms. Green stated that there were only two responses to the RFP---one from Ms. Julz and one from a company out of Washington.⁵ She stated that initially a company from Boston had expressed interest, but ultimately it did not submit a response to the RFP. Ms. Green stated that three people within REIB would review the responses to an RFP and decide who to select.

Ms. Green stated that she was part of the hiring committee with respect to Casey Ellerby as Event Planner. When asked whether she knew Ms. Ellerby before hiring her, Ms. Green initially stated that she did not. She stated that they might know people in common. After further questioning, Ms. Green stated that Ms. Julz might have introduced her to Ms. Ellerby once before. Ms. Green also stated that Human Resources is responsible for weeding out the applications in the first instance. She stated that Nyla Ruiz made the decision to hire Ms. Ellerby.

When asked about who found the food vendors or was responsible for negotiating a fair price with them, Ms. Green stated that a Burlington City Arts was responsible for negotiating prices with the food vendors for Juneteenth 2021 and that Nyla Ruiz was responsible for hiring and negotiating with the food vendors for Juneteenth 2022.

Ms. Green stated that she believed her room at Hotel Vermont for four nights for her and her spouse during Juneteenth 2022 could be paid by the City because she was presented with an award at Juneteenth 2022. She also stated that REIB employees were begging her to come to Juneteenth 2022, and that she told them that she would only come if she could stay at Hotel Vermont. Ms. Green stated that she did not know that she was winning the award before she came to Vermont but had been told by REIB employees that she would be put up at Hotel Vermont.

When asked where Ms. Ellerby stayed during Juneteenth 2022 and whether, in her opinion, it would have been appropriate for the City to pay for Ms. Ellerby's hotel given that she was a City employee, Ms. Green stated that she did not know where Ms. Ellerby stayed. She then stated she believed that Ms. Ellerby stayed with Dr. Jackie.

When asked about the contract for which the Vermont Professionals of Color Network and more specifically, the Vermont Health Equity Initiative, was the subrecipient of substantial American Rescue Plan Act ("ARPA") funds, Ms. Green stated that she was not familiar with that contract. When read an email on which she was copied describing the services of the contract, including that it was for ongoing vaccination support through community partners, Ms. Green stated it sounded like a good idea, but that she did not have any involvement with it.

V. Summary of Interview with Casey Ellerby

Ms. Ellerby agreed to speak with this interviewer. Ms. Ellerby was interviewed on July 17, 2023. The following is a summary of statements made during the interview. This summary is not intended to be a verbatim transcript.

⁵ The Colorado company, Zilo International, is the entity that submitted the other response to the RFP.

Ms. Ellerby stated that the budget for Juneteenth 2022 was \$500,000 and had been approved by Ms. Green. Ms. Ellerby stated that the budget for Juneteenth 2022 was not exceeded, as the budget was \$500,000.

Ms. Ellerby stated that her primary job as Event Planner was planning Juneteenth 2022. Ms. Ellerby also stated that Ms. Green had commitments or expected commitments of \$300,000 from private donors before she left REIB. Ms. Ellerby stated that she did not anticipate any of the budget for Juneteenth 2022 would come from the City of Burlington.

Ms. Ellerby stated that she was limited in her ability to obtain additional funding from private sponsors after Ms. Green's departure due to the Acting Director's failure to attend meetings with such sponsors. The then-Acting Director denies this allegation. Our review of emails revealed no evidence of cancelled meetings.

According to Ms. Ellerby, after Ms. Green left REIB, other REIB employees who would have helped with the planning for Juneteenth quit or did not assist with Juneteenth, with the exception of Thea Heck.

With respect to food vendors, Ms. Ellerby stated that she thought that they were paying the food vendors for events held on Sunday during Juneteenth 2022 no more than \$500 or \$1,000 per food vendor. In fact, payments to the food vendors offering free food to the public on Sunday, June 19, 2022 ranged from \$6,000 to \$14,000 per food vendor.⁶ Unlike Ms. Green, Ms. Ellerby did not identify Nyla Ruiz as responsible for negotiating with food vendors for Juneteenth 2022.

At all times when she worked as a full-time employee for the City of Burlington, Ms. Ellerby lived in or around Atlanta, Georgia. Ms. Ellerby stated that Ms. Green approved paying for her flight to attend Juneteenth 2022. She also stated that she stayed with Dr. Jackie when she was in Burlington for Juneteenth 2022. Ms. Ellerby stated that she came to Vermont in late April or early May 2022 for work related to Juneteenth and that prior to her departure, Ms. Green had approved payment of Ms. Ellerby's hotel expenses related to that trip. According to a review of the invoices, the hotel expenses for Ms. Ellerby's stay for that trip were \$2,101.98.

Ms. Ellerby stated that she had a contract with every single performer, vendor or service provider for Juneteenth 2022. A review of the materials we were provided showed limited contracts related to Juneteenth 2022.

Ms. Ellerby stated that she may have interacted with Ms. Green on one occasion before she was hired by REIB. On this occasion, they were introduced through their mutual acquaintance Noble Julz. As described below, there was additional communication between Ms. Green, Ms. Julz and Ms. Ellerby in September 2021 before Ms. Ellerby was hired.

According to Ms. Ellerby, while she had worked with Ms. Julz before over the years, she was not involved in the Cultural Transformations RFP that Ms. Julz was ultimately awarded. As noted herein, Ms. Julz in fact identified Ms. Ellerby as one of the individuals who would be performing paid work on the Cultural Transformations project.

⁶ No particular motive is ascribed to Ms. Ellerby in having made this statement. It does appear to reinforce that there was not an accurate accounting, plan or budget for expenditures for Juneteenth 2022.

When asked about the event space rental in Georgia, for Tassili's Raw Reality Café, Ms. Ellerby stated that REIB rented space in Georgia for a panel of Black History month speakers. The speakers appeared live in Georgia but were streamed for viewing in Vermont.

VI. Additional Findings and Observations

1. Associations Between Vendors and REIB Personnel

We conducted Internet searches as well as Secretary of State searches on significant vendors, including all vendors for Juneteenth 2022, to see if anyone associated with REIB was a principal, registered agent, or otherwise associated with vendors receiving payments from REIB. We found three instances reflecting connections between REIB personnel and vendors, as described more fully below.

a. The ARPA Contract For Ongoing Vaccination Support

On September 13, 2021, the City Council authorized the release of City ARPA funds to provide ongoing vaccination support through community partners. In November and December 2021, Ms. Green was copied on emails from Kara Alnasrawi discussing the ARPA funds in the amount of \$200,000, which were going to be distributed by REIB. An email dated January 28, 2022, shows that the Vermont Health Equity Initiative, which is under the umbrella of the Vermont Professionals of Color Network, was being discussed as an intended recipient of the ARPA and requested an amount of \$147,730.00. Marielle Mathews is identified in the emails as the person responsible for these contracts.

REIB entered into a contract awarding funds of at least \$49,995 to the Vermont Health Equity Initiative. Under the terms of the contract with Vermont Health Equity Initiative, payment was to be made on September 15, 2022 and continue through March 15, 2023. The contract was signed by the Financial and Administrative Coordinator in November 2022 after the contract was already under way.

According to Ms. Alnasrawi, \$200,000 was ultimately awarded for this purpose through REIB.

The contract included a conflict of interest provision, which provided as follows:

“The Subrecipient [Vermont Health Equity Initiative] certifies and warrants that neither it nor any members of its Boards of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any Agreement, sub-Agreement or agreement with respect thereto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 C.F.R. Part 35 as presently promulgated and as same may be revised from time to time in the future.”

Generally speaking, in addition to what is in the contract, the conflict of interest provision at 2 C.F.R. § 318(c) applies to any funds distributed under ARPA, as per 87 FR 4338-01.

2 C.F.R. § 318(c) provides:

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest.**

Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. . . .

Belan Antensaye was an employee of REIB from November 16, 2020 through February 23, 2023 and Ms. Green referred to her as one of her “managers.” In addition, Ms. Antensaye was on the Board of Directors of the Vermont Professionals of Color Network and was the co-Founder and Program Director for the Vermont Health Equity Initiative. The Acting Director of REIB following Ms. Green’s departure also had been a member of the Board of Directors of the Vermont Professionals of Color Network. According to information provided by the Acting Director, she resigned from the Board of Directors in April 2022 shortly after assuming the role of Acting Director.

In a statement to WCAX on May 12, 2021, Ms. Antensaye identified herself as both a member of REIB and the Vermont Professionals of Color Network and spoke about the vaccination efforts with respect to Black and brown communities. “We’re offering an in-person experience that has been missing for vaccinations for these members of our community.”

Under the terms of the federal regulation, a conflict of interest arises if an employee or an organization which employs any of the parties has a financial or other interest in a firm considered for a contract. The regulation prohibits participation by someone with a real or apparent conflict in participating in the selection, award, or administration of such a contract.

As far as we can tell, only awards to “contractors” are subject to 2 C.F.R. § 218(c) and the related procurement procedures. If the grant were properly classified as a “subaward” to a “subrecipient,” it is possible that these provisions may not apply.

The information we received suggested that either the Mayor’s Office and/or the individual identified as the COVID-19 Responder or Coordinator for the City made the decision to select the Vermont Professionals of Color Network as the grant recipient and the Vermont Health Equity Initiative as the subrecipient. There is no information suggesting that this decision was made by either of the two individuals at REIB who had connections to the Vermont Professionals of Color Network or the Vermont Health Equity Initiative. Furthermore, according to interviews and the contract itself, the REIB Financial and Administrative Coordinator was responsible for administering the contract. No information has been presented suggesting that the contract was administered by either of the individuals at REIB who had connections to the Vermont Professionals of Color Network or the Vermont Health Equity Initiative.

b. Noble Julz and Casey Ellerby

As noted above, Ms. Julz, f/k/a Julia Hamilton, was Ms. Green’s first year college roommate. Ms. Julz was a performer at Juneteenth 2021, for which she had a contract. Ms. Julz also received lodging for Juneteenth 2021.

On July 19, 2021, Ms. Green issued an RFP for a Cultural Transformation project at a cost not to exceed \$85,000. There were two responses to the RFP---one from Zilo International Group, LLC of Centennial, Colorado with a proposed budget of \$84,000, and the other from Noble Julz for a proposed budget of \$89,600. In her response to the RFP, Ms. Julz described herself as a “transformational consultant” and “a student of human behavior and mind for over 20 years.” She further stated that she is “a current graduate of the University of Metaphysics with a Bachelor’s Degree in Metaphysical Science.” According to our research, the University of Metaphysics is an online non-accredited spiritual institution. As part of the

contract, Ms. Julz submitted a copy of Articles of Organization under the name Noble Julz LLC with the Vermont Secretary of State's Office and an effective date of October 6, 2021. In the Articles of Organization, Ms. Julz listed herself as the agent of the organization under the name of Julia Hamilton with a physical address of 59 Claire Point Road, the same physical address as the one on file for Ms. Green.

Ms. Julz identified four speakers as part of her proposed budget who would receive total remuneration in the amount of \$11,600, which she identifies as including fees, hotels, and travel. According to her RFP response, one of those speakers was Jersey Moulin, who we know to be Casey Ellerby. The contract was signed by Ms. Julz and Ms. Green on October 20, 2021 and October 21, 2021, respectively. It is not clear whether Ms. Julz received monies for speakers that in turn went to Ms. Ellerby when she was a City employee.

On September 13, 2021, Ms. Green prepared a memorandum to the Board of Finance identifying the scores given to Ms. Julz and Zilo International Group, LLC as a result of their responses to the RFP and recommending that the Board approve the award of the contract to Ms. Julz for \$89,600. The memorandum did not disclose that Ms. Julz had been Ms. Green's college roommate or that any prior relationship existed.

On September 16, 2021, there was an email from Ms. Ellerby, identified as the founder and CEO of Touched Apparel, to Ms. Green about her "Too Dope to Bully" Campaign. On September 29, 2021, there was another email from Ms. Ellerby to Ms. Julz and Ms. Green stating as follows:

"First, I appreciate all of you for helping to make this possible. I would be lying if I didn't say that I am nervous. Attached you will find the Proposal/Information to help move Touched Apparel in the right direction. Let me know what you guys think. Meeting in 30 minutes. . . I should probably shower." Attached is a pdf entitled "The Too Dope To Bully Experience" prepared for Seventh Generation. On the last page, Ms. Julz is identified as a "Too Dope To Bully Ambassador for Cultural Change." The pdf also identifies Shar Bates as someone with whom Ms. Ellerby has partnered for the last six years.

As the news articles illustrated, Ms. Ellerby joined Ms. Green in preparing the expo event in Minneapolis, Minnesota, an event that allegedly had significant questionable financial expenditures.

Ms. Green did not disclose her prior connection to Ms. Julz when making a decision about her as a vendor in response to the RFP. Ms. Ellerby likewise had a preexisting relationship with Ms. Julz.

In total, from June 30, 2021 through November 10, 2022, Ms. Julz was paid \$91,048 by the City of Burlington (\$1,450 related to Juneteenth 2021 and \$89,598 for the Cultural Transformations project).

c. Thea Heck and Heck Productions

Thea Heck was a Digital Designer with REIB, employed from November 15, 2021 through March 15, 2023, and was heavily involved in Juneteenth 2022. On August 31, 2021, an invoice was submitted to Ms. Green at REIB for \$6,000 for video editing of Juneteenth celebration highlights. The invoice identifies "Heck Productions" followed by "Ted Heck" and a physical address in Williston, Vermont. The address in Williston is the same address associated with Thea Heck in her personnel file. Nonetheless, this invoice, although in FY 2022, appears to pre-date Thea Heck's employment.

Because Heck Productions was hired and performed work before Thea Heck's employment, there does not appear to be a violation of any policy.

d. Several Vendors Appear to Have Exceeded the Thresholds Under the Purchasing Policy Without REIB Following Proper Competitive Bidding Procedures.

As a result of our review, we identified anomalies regarding compliance with the City's Purchasing Policy. For example, Heck Productions, Bethsheba Rem, Healthy Kingdom, and Jamaican Jewelz Catering involved City expenditures of \$4,000 or more and there is no information about whether a competitive bid was obtained or whether any attempt was made to get the goods at the lowest cost for the quality needed.⁷ When the Clerk/Treasurer's Office asked Ms. Ellerby for more information about Bethsheba Rem and specifically whether different vendors were contacted for pricing, Ms. Ellerby did not respond to the question as it related to competitive bidding. The Clerk/Treasurer's Office also advised Ms. Green that anything over \$2,500 needed to have competitive pricing or notes reflecting why this was not possible. Attached as **Exhibit A.1** is a list of vendors used in FY 2022 as shown on Exhibit A with the total amount paid to the vendor in FY 2022 according to both the invoices and the General Ledger data.⁸

Because there was a wide discrepancy in what was being charged by food vendors at Juneteenth 2022 to provide meals to the public (at no cost to the public), we prepared a chart of the food vendors indicating the services provided, the price per meal, and how that price compared to publicly available information about pricing.⁹ This chart is attached as **Exhibit B**.¹⁰ With respect to certain vendors, and the prices they charged, it seems unlikely that attempts were made to secure goods at the lowest cost for the quality needed as the Purchasing Policy requires.

There were also a number of missing invoices. As noted above in footnote 3, there were some vendors in FY 2022 for whom we received no invoice at all. For others, there was not an invoice related to each line item of the General Ledger data. However, for FY 2022, we compared each invoice we had to the General Ledger data to make sure the amount of the invoice matched the amount submitted for payment on a particular line item within the General Ledger data. Thus, if vendor A billed the City for services on five occasions, and there were three invoices, we checked to ensure that the three invoices matched the line items on the General Ledger data. We used this method to reconcile the invoices with the General Ledger data.

e. There Were Certain Invoices That Reflected Some "Red Flags."

In reviewing invoices, we looked at whether the invoice provided an address or telephone number for the business, whether the business was located inside or outside Vermont, whether the business was registered to do business, a description of the service provided, and the amount of each invoice, including the total spent for the fiscal year if there were several invoices for the year involving that vendor. We also

⁷ Broken Pencil was also in excess of the Purchasing Policy thresholds; however, this invoice/entity was approved as a sole source contract. When Ms. Keomanyvanh came on as Acting Director of REIB after Ms. Green's departure, she submitted certain contracts to the Clerk/Treasurer's Office for approval as sole source contracts.

⁸ As noted supra, at footnote 3, for some vendors there were no invoices at all, and these vendors are not included in our Exhibits.

⁹ Cloud 9 Caterers catered a black-tie event on Friday, June 17, 2022 held at Hula for 200 guests. This is not included on Exhibit B, which is a list of food vendors providing "free" meals to the public on Sunday, June 19.

¹⁰ No ill motive is intended to be ascribed to the various food vendors. The purpose of noting the difference in prices by vendor suggests an unexplained lack of uniformity. A greater degree of uniformity would be expected if a budget had been in place.

looked at whether the invoices looked similar in appearance or used the same invoice number. Because, by its nature the Juneteenth celebration involves speakers and performers, we decided that the description of the service as a stipend or honorarium with no other red flags was not a basis for further review or analysis and we did not include such vendors in the attached chart.

As a result of this review, we developed a chart of invoices/vendors that displayed one or more “red flags,” meaning that the invoice lacked an address or telephone number or that the entity was not registered to do business and/or that the invoice looked similar in appearance to another invoice from a different vendor or otherwise looked generic. That chart provides the total amount paid to each vendor according to the invoices and the purchase order report and is attached as **Exhibit C**.

For those vendors identified on Exhibit C, we also reviewed the metadata related to each invoice. Unfortunately, however, the metadata was limited and therefore not of significant use. There were no irregularities based on the metadata we were able to review.

f. Other Anomalies Noted.

We identified certain anomalies in terms of the number of out of state vendors used, as well as payments for hotels, flights, meals and Uber rides that appeared excessive or unusual. Attached as **Exhibit D** is a summary chart showing vendors used by REIB in 2022 as shown on Exhibit A and identifying whether they were in state or out of state as well as how many were not registered to do business in any state. The number of out of state vendors used raises a question whether there was a meaningful attempt by REIB to procure goods and services locally.

Attached as **Exhibit E** is a list of payments for lodging and hospitality for Juneteenth 2022, including the names of each individual hotel used, the hotel rate, total fees incurred for the hotel, the individual who occupied the hotel room if shown on the invoices, as well as the total incurred for flights and Uber fees and the individual associated with each if shown on the invoices. Given the high-end lodging secured, and the overall lodging costs incurred, it raises questions about whether purchases were made at the lowest cost for the quality needed.

VII. Findings and Conclusions

Based on the information provided and the scope of our review, we found no evidence of embezzlement or theft, nor could we conclude that fraud had been committed with respect to Juneteenth 2022. However, there does appear to have been mismanagement or carelessness prior to Juneteenth 2022, as more specifically described below.

Ms. Green and Ms. Ellerby both stated that the budget for Juneteenth 2022 was always intended to be \$500,000. Based on our review and the documents provided, we found no evidence that a budget of \$500,000 was shared with the Board of Finance or the City Council.

Ms. Green and Ms. Ellerby both stated that the bulk of the budget for Juneteenth 2022 was intended to be provided by private sponsors. Ms. Green stated that she had between \$200,000 and \$300,000 in commitments from private sponsors by the time she left REIB in March 2022. Ms. Ellerby stated that she thought there were \$300,000 in commitments from private sponsors at the time Ms. Green left. Based on the documentation we reviewed, we saw no evidence of actual or expected commitments in that amount at the time of Ms. Green’s departure. Rather, the documentation of requests for private sponsorships or commitments for Juneteenth 2022 is sparse when compared to Juneteenth 2021, for which the total

commitments for private sponsors were \$149,000. We do not know on what basis a conclusion would reasonably have been reached to determine that \$300,000 or more in private sponsors would have been available for Juneteenth 2022. In fact, there was approximately \$103,000 in private sponsorships.

Ms. Ellerby stated that lodging was provided for any out-of-state vendors, as well as any out-of-town vendors or performers at Juneteenth 2022. At some of the higher end hotels used, the stay was \$299 per night, and individuals were provided lodging for multiple nights.

Many out-of-state vendors were used for Juneteenth 2022, as well as for Black History month in 2022. In addition, there were multiple vendors or contractors used by REIB who were not registered to do business in any State.

There was a general lack of documentation within REIB related to Juneteenth 2022, including the lack of a budget and lack of detailed planning information. There was also a lack of documentation showing that attempts were made to secure goods at the lowest cost for the quality needed, as the Purchasing Policy requires, or that some exception should be made to this general requirement in a particular instance.

As noted above, Ms. Ellerby, a full-time City employee, was given permission by Ms. Green to have her lodging paid for in late April or early May 2022 when she came to Burlington to do her job.¹¹

VIII. Recommendations

We make the following recommendations to the City to mitigate its risks and vulnerabilities regarding fraud, waste, and abuse.

The Board of Finance should be made aware of the Juneteenth Budget (and like events for any Department) as part of the annual budgeting process and certainly well before any such event happens. Even for Juneteenth 2021 when there was more information given to the Board of Finance by REIB, the language that REIB may “spend up to the total amount of grants received on the Juneteenth celebration” is not sufficiently specific to prevent issues should the amount of grants or private sponsorships received end up being far less than the planned budget.

The Clerk/Treasurer’s Office does a good job alerting responsible individuals to the City’s Purchasing Policy. However, the City might want to hold annual reminder trainings for any employee authorized to make purchases regarding its requirements. Individuals responsible or authorized to make purchases under the City’s purchasing policy, especially on higher dollar purchases, should understand the competitive bidding and sole source contract requirements and be expected to maintain documentation showing that such requirements were met.

Importantly, the City does have a conflict of interest policy as part of its Purchasing Policy, as well as a conflict of interest provision applicable to City officers in its Charter. However, the City should consider strengthening its conflict of interest policy. High level employees responsible for preparing RFPs or recommending RFP awards should be required to disclose any actual or apparent conflict of interest without it being limited to their immediate financial interests or those of their family members. High

¹¹ In August 2022, the City enacted a policy regarding remote work, including whether flights, lodging, and meals are covered when such employees come to Burlington. It provides in relevant part: “In very limited circumstances, the City may employ a person with a specific skill set who lives in another state/country for a special project for temporary remote work. The City is not responsible for travel expenses or lodging costs for employees who are working remotely.”

level employees should be required to disclose any personal friendships or anything else that could be perceived as impacting their decision. Said disclosures would not necessarily mean that an individual has a conflict of interest preventing their further involvement in the matter, but it would provide the City with information necessary to make such a determination. For example, in selecting between two responses for an RFP in excess of \$89,000, it would have been better practice for the Board of Finance to have known that Noble Julz was Ms. Green's college roommate.

As a deterrent measure, the City should establish a robust fraud, waste and abuse policy to ensure that all employees are encouraged to report mismanagement or more serious conduct promptly so that appropriate follow-up action can be taken.

The City should have a policy that sets forth when or to what extent out-of-town or out-of-state vendors, artists or others are allowed to have lodging and travel expenses paid for by the City. The City should also consider whether such expenditures should be capped at a certain daily rate for lodging.

Multiple interviewees stated that the City expects that all in-state contractors must be registered to do business in Vermont. Furthermore, we understand that there exists a similar expectation for all out-of-state vendors or contractors. These are good practices; however, we recommend that the City enact measures to formalize these requirements.

We understand that the City expects all contracts to be timely executed by a person with a sufficiently high level of authority within the Department. We recommend that the City memorialize this requirement in a written policy to the extent it has not already done so.

EXHIBIT A

Vendor List FY 2022

Vendor	State	Registered to do Business Y/N	Principal or Registered Agen (RA)	Other Info
4imprint	WI/VT	Y	David Seekings/Secretary; Kevin Lyons-Tarr/Director	
802 Restrooms	VT	Y	RA: Susan C. Wright	Assumed Business Name: Cessated/Expired; NKA Northeast Restroom Company
A Taste of Abyssinia	VT	Y	RA: Michael Alganesh	
A2VT/ David Cooper	VT	N	Not registered	
Alessandra Sorrento, LICSW	VT	N	Not registered	
All Heart Inspirations, LLC	VT	Y	RA: SFB	
Allianz Travel Insurance	VA/VT	Y	Jeffrey Wright, Jack Zemp, Patrick Espeut	This is an assumed business name, business is AGA service company
Amber Hasan		N		Invoice says GA (not registered there). Her website indicates MI. She is listed on a different invoice from The Hasan Group also.
American Flatbread	VT	Y	Allison Duckworth	
Atomic Pro Audio	VT	Y	Kristin Margolin, Kevin Margolin	
BannerNprint.com	GA	Y	RA: Sunny Park	
Georgina Carrera - BCA	VT	N		
MZ Icar LLC - BCA	NY	Y	RA: United States Corporation Agents, Inc.	
Victor Ehikhamenor - BCA	MD	Y?	RA: PAC Group, Inc.	MD says this business is NOT in good standing due to unfiled Annual Reports for 2022 and 2023.
Slim Suli Art - BCA	NJ	Y	Can't verify status without payment for copies	
Mezu Ofoebgu - BCA	CA	N?	Can't find any listing in CA	
Jill Pitko - BCA	NC	N?	Can't find any listings under that name	
Humananity Memorial, Inc. - BCA	WV	Y	AI Qiu Hopen	
Hilary Martin - BCA	VT	N	Nothing listed with VT under that name	
Christopher Kojzar - BCA	VT	N	Nothing listed with VT under that name	
Below the Radar Entertainment, LLC	GA	Y	RA: Bethsheba Abeni Rem	
BKK in the Alley (Bangkok Bistro in the Alley/B Cor	VT	N		Bangkok Bistro in the Alley (Assumed Business name), Inactive. B Corp - Terminated (Last filing was 2/10/21)
BlackCubProductions	NY	Y		Active but can't get any other info.
Café Mamajuana	VT	Y	Geovann Ventura	
Calito's Popsicles	VT	Y		An Active Assumed Business Name only
Chocolate Thunder	VT	Y	Michael van Gulden	
Cleos Moving Solutions	VT	Y	Cleophace Munanga	Dissolved 4/4/23

Cloud 9 Caterers	VT	Y	RA: Coggia Caterers; Principals: Sarah Moran, Richard J. Wilcox, Norman Blaise	Terminated. This is an assumed business name. Business is Coggia Caterers.
Creative Market		N?		Receipt says they are in WA. But they aren't listed. According to the website Terms of Use they are a TX Co. Fee association with search.
Crothers Entertainment & Productions, LLC	VT	Y	J. Alex Crothers, RA: Gravel & Shea	
Dri Uprinting		N?		Can't verify business name/address
Ebony Edosomwan	unknown			
Exclusive Vermont Events, LLC - Edwin Owusu	VT	Y	Joseph, Justice and Edwin Owusu	
El Gato Cantina	VT	Y	Theresa Bertram	Expired
Exclusive Vermont Events, LLC	VT	Y	Joseph, Justice and Edwin Owusu	
Gaku Ramen	VT	Y	RA: United States Corporation Agents, Inc	
God-S		N?	Can't verify business name or address	
Green Mtn Concert Services, Inc.	VT	Y	Kevin Cheney, Roberty Sinkewicz, Allen H. Ostroy, etc	
Hangry The Donut Bar LLC	VT	N	RA: Erica McClain	Terminated. Last filing was 1/25/2021
Healthy Kingdon Life	VT	Y	RA: Prince Awhaitey	
Heck Productions	VT	N	Theodore Heck and Rosalynne D. Whitaker	General Partnership - Expired. Last filing 3/1/2018
Holly Gibbs	VT?	N	Not listed in VT SOS	
Island Passion	VT	Y	Denroy and Suesan Dasent	
Jamaican Jewelz Catering	VT	Y	Duane Perkins, Julian Perkins, Rushelle Burke Chesley	
Jamaican Supreme/Bilon Bailey	VT	Y	Bilon Bailey	
Kathy & Company Flowers	VT	Y	Kathleen Spear	Terminated 2018 - Kathy and Company, LLC Terminated. Kathy and Company Flowers (Assumed Business Name) Inactive. No other listings for 'Kathy A'.
Kesha Ram	VT	Y	No Business listing	Chittenden County State Senator
Koko's Studio's, Inc.	MD	Y	Cheryl T. Foster	Business is not listed in good standing
Kountry Kart Deli (KKD, Inc.)	VT	Y	RA: Primmer Piper	Inactive Assumbed Business Name. KKD, Inc. - Active
Lake Champlain Chocolates (Champlain Chocolate Company)		Y	RA: Eric Lampman	Assumed Business Name is inactive. Champlain Chocolate Company - Active
Lake Champlain Mass Choir	unknown	N?	Can't located anything in VT or NY	
Laura Warren Hill	unknown	N?	Can't locate in VT or NY.	
Making the CuTX Barbecue	VT	Y	Demetris Reed, Jr., Phylcixia J. Moore	Was just an assumed business name until they registered s LLC this year
Monique Simmons	VT	N	Not registered	

Move Creative/Grandstand Apps	NE	Y	RA Jeffrey D. Abele	Active
Moxxim, LLC	MN	Y	Jennifer Mein	Active in MN
MULU's Kitchen & Catering	VT	Y	Mulu Tewelde	Only Assumed business name
New Duds	VT	Y	Tessa and Torrey Valyou, etc.	
Noble Julz LLC	Unknown	N?		Searched NJ and VT -Found nothing. Checked GA and Found Noble Jewels, LLC which is a different spelling. Website domain is for sale - no longer valid website
nuwave Agency Inc.	VT	Y	Emiliano and Jacques Void	Domestic Corp
nuwave Equity Corporation	VT	Y	Emiliano Void	Canadian Co.
Office Environments Inc	VT	Y	RA: Mark D. Kelley	Active
Okay Okay	VT	Y	Luis Calderin	
Perky Planet	VT	Y		Assumed Business Name: Perky Planet - Expired. Assumed Business Name: Perky Planet Coffee Drive Thru is Active however the Business name Persist, LLC is Terminated. Their last filing was 2/7/22
Pizzeria Verita	VT	Y	John Rao, Leslie Wells, Yves Bradley	
PlaqueMaker	IN	Y	Kyle Sherman	
Printful	NC	Y	Zane Levsa CEO	
Queen Sheba/Below to Radar Consulting LLC	GA	Y	Bethesda Rem	Below the Radar
Rajni Eddins Enterprises	VT	Y	RA: Rajni A. Eddins	Terminated. Last Filing was 5/19/22
Rashad Williams	MN	N	Not registered	
Raw Image Apparel Custom Printing	GA	Y	RA: Goldie C. Nwanne	Active
Roxy Display Inc		N?	Not registered in VT. Google search says NJ but can't verify by receipt.	
Sarah Shettleroe	VT	N	Not registered.	
Senegal Tuklor Williams	GA	N	Not registered.	
Shar Bates Productions	Unknown	N?	Can't verify address paid through paypal	
Quintavious Harris (Shaun Milli)	Unknown	N?	Can't verify address paid through paypal	
Soul Bowl-North Loop	MN	Y	RA: Gerard Alexander Klass	
Tassili's Raw Reality Café	GA	Y	RA: Gerald Klass	
The Big Heavy World Foundation, Inc.	VT	Y	RA: James Lockridge	Active
The Great Northern/Zero Gravity	VT	Y	RA: R.W. Eli Moulton III, Esq. Great Northern - Not registered. Zero Gravity - Registered.	Zero Gravity Global Enterprises, Inc., Article re: Great Northern/Zero Gravity: (file://sfb-fp01/WDOXDMS/data/Clients/008012/00001/00545462.HTML)
The Hasan Group, Tyrone Ward	MI	Y	RA: Tyrone B. Ward	
The National Hip-Hop Museum/Listen Vision	DC		Need online account to access records	Searched MD and VA also. Nothing listed. Can't access DC records without an account.
Vermont Panurgy	VT	Y	RA: John L. Freeland	

Young at Heart Ginger Beer, LLC	VT	Y	RA: Julian Hackney	Terminated. Last Report filed 3/27/22
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EXHIBIT A1

Totals by Vendor FY 2022

	B	C	E	F
1	Vendor	State Registration	Description (if available)	Vendor Amount
2	The National Hip Hop Museum	DC	NHHM Fashion collection	
3	4imprint USA	VT/WI	Awards	\$ 923.95
4	802 Restrooms	VT	Juneteenth 2022	\$ 8,500.00
5	802Noodle	VT	food	\$ 29.93
6	A Taste of Abyssinia	VT	500 meals	\$ 5,000.00
7	A2VT/David Cooper	Not Registered	Live Performance	\$ 1,400.00
8	All Heart Inspirations, LLC	VT	Virtual Emcee	
9	All Heart Inspirations, LLC	VT	Storytelling Keynote - Juneteenth	\$ 10,000.00
10	Allessandra Sorrento, LICSW	Not Registered	Trauma workshops	\$ 1,200.00
11	Allianz Travel Insurance	VT/VA	Travel Expenses for Jersey's trip	\$ 1,229.47
12	Allianz Travel Insurance	VT/VA	Travel Exp for Jersey's Trip (Juneteenth)	
13	American Airlines	Well Known		
14	American Airlines	Well Known		\$ 360.82
15	American Flatbread	VT	Empowerment Juneteenth food	\$ 227.77
16	Atomic Pro Audio	VT	Juneteenth audio rental Hotel TBD - 618-19/22	
17	Atomic Pro Audio	VT	Juneteenth 2022 - 6/17	
18	Atomic Pro Audio	VT	Juneteenth 2022- waterfront 6/18-19	
19	Atomic Pro Audio	VT	Juneteenth 2022 - City Hall Stage 6/19	
20	Atomic Pro Audio	VT	Juneteenth 2022- city Hall park Hip Hop video 6/19	
21	Atomic Pro Audio	VT	Juneteenth 2022 - City Hall Park, Hip Hop 6/18-19	
22	Atomic Pro Audio	VT	Juneteenth 2022 - Battery Park 6/19	\$ 64,251.00
23	Baggage Fee	VT	Travel Expenses for Jersey's Trip	\$ 70.00
24	Banner N Print	GA		
25	Banner N Print	GA	Banners	\$ 1,013.48
26	BCA - Christopher Kojzar	VT	Public Art Proposal Honorarium	
27	BCA - Georgina Carrera	VT	Juneteenth Mural Stipend	
28	BCA - Hilary Martin	VT	Dewey Park Jury Stipend	
29	BCA - Humanity Memorial Inc	VT	Public Art Proposal Honorarium	
30	BCA - Jill Christine Pitko	VT	Public Art Proposal Honorarium	
31	BCA - Mezu Ofoebgu	VT	Juneteenth Mural Stipend	
32	BCA - N Carlos Jay	VT	Juneteenth Mural Payment #1 BNGC	
33	BCA - Rachel Ambaye	VT	Dewey Park Jury Stipend	
34	BCA - Raphaella Brice	VT	22 Juneteenth Mural Payment #1	

	B	C	E	F
35	BCA - Slim suli Art	VT	Juneteenth Mural Stipend	
36	BCA - Victor E. Ehikamenor	VT	Public Art Proposal Honorarium	\$ 9,918.75
37	Best Western	VT	Jeremy Beaver, Jermain Harsfield, Kendrick Jeru Davis, Edward Anderson	
38	Best Western	VT	Rooms	\$ 3,780.00
39	Bethsheba Rem/Below The Radar Entertainment, LLC	GA	Unitea Café Sound Equipment and Engineering - 2 days (2/4 and 2/5)	
40	Bethshesba Rem/Queen Sheba	GA	DJ Friday Nights Black Tie and Hosing	
41	Bethsheba Rem/Queen Sheba/Below the Radar, LLC	GA	BHM 2022 Live Stream Poetry Sundays	\$ 9,150.00
42	BKK in the Alley	VT	Food	\$ 307.99
43	BlackCubProductions, LLC	NY	Deposit for Juneteenth Celebration filming and editing	
44	BlackCubProductions, LLC	NY	Final Payment for Juneteenth Celebration filming and editing	\$ 30,000.00
45	Café Mamajuana	VT	food	\$ 174.01
46	Calendly	Well Known	Juneteenth Social Media	\$ 32.10
47	Calito's Popsicles	VT		\$ 2,500.00
48	Chocolate Thunder, Inc.	VT	Amount due left over after deposit. Juneteenth Security	
49	Chocolate Thunder, Inc.	VT	Juneteenth Security Services	\$ 4,676.65
50	City Market	VT	Plates, Mapkins, Salsa, Cheese, facial Tissue, Forks	
51	City Market	VT	Gift Cards	\$ 25,034.90
52	Cleos Moving Solutions	VT - dissolved	moving service on 6/21	\$ 765.00
53	Cloud 9 Caterers	VT	200 meals	\$ 22,626.50
54	Costco	VT	Hanging Hook	
55	Costco	VT	Hanging hook and snacks	\$ 260.61
56	Courtyard by Marriott	VT	10 rooms	
57	Courtyard by Marriott	VT	Balance due after last payment	\$ 6,667.80
58	Creative Market	Not Registered	Tan - Pearl Digital download - Thea Heck	\$ 17.96
59	Delta Air	Well Known	Airfare	\$ 462.20
60	Double Tree Hilton Burlington	VT	Room Pasey Ellerby	\$ 2,101.98
61	Dri Uprinting/unknown - incomplete copy	Not Registered	Corrugated Packaging, white paper bags	\$ 5,030.04
62	Ebony Edosomwan	Not Registered		\$ 300.00
63	Edwin Owusu	VT	Music for Juneteenth	\$ 500.00
64	Edwin Owusu/Exclusive Vermont Events, LLC	VT	Poet's Hour	\$ 1,000.00

	B	C	E	F
65	el Gato Cantina	VT	Food	\$ 152.61
66	Etsy	Well Known	The Dramtime.... Incomplete copy	\$ 67.52
67	Facebook	Well Known	Post: The @burlingtonvtreib team is Celebrating Black	
68	Facebook	Well Known	Post: Happy Women's Month	
69	Facebook	Well Known	Post: The @burlingtonvtreib team is Celebrating Black	
70	Facebook	Well Known	Post: Juneteenth 2022 - Celebrate with Love	
71	Facebook	Well Known	Post: Happy Women's Month	
72	Facebook	Well Known	Post: The @burlingtonvtreib team is Celebrating Black	
73	Facebook	Well Known	Insagram post: join in on the...	
74	Facebook	Well Known	Event cost related to 28 Days of Resilience	
75	Facebook	Well Known	Event cost related to 28 Days of Resilience	
76	Facebook	Well Known	Event cost related to 28 Days of Resilience	
77	Facebook	Well Known	Post: The @burlingtonvtreib team is Celebrating Black	
78	Facebook	Well Known	Post: Happy Women's Month	
79	Facebook	Well Known	Event cost related to 28 Days of Resilience	
80	Facebook	Well Known	Event cost related to 28 Days of Resilience	
81	Facebook	Well Known	Event cost related to 28 Days of Resilience	
82	Facebook	Well Known	Event cost related to 28 Days of Resilience	
83	Facebook	Well Known	Post: Juneteenth 2022 - Celebrate with Love	
84	Facebook	Well Known	Post: Happy Women's Month	
85	Facebook	Well Known	Post: In 10 days we will be celebrating Black History...; "grammy nominated poet, queen Sheba....; The @burlingtonvtreib team ...	
86	Facebook	Well Known	Post: Call to young poets! This year's Juneteenth....	
87	Facebook	Well Known	Post: Deadline Extended! Call to Young Poets...	
88	Facebook	Well Known	Instagram posts	\$ 551.03
89	God-S/incomplete copy	Not Registered	Print on Art Paper xx 2	\$ 135.65
90	Google Play	Well Known	Social Media	\$ 25.00
91	Green Mtn Concert Services	VT	Juneteenth Weekend Security Services	\$ 2,116.50
92	Hangry The Donut Bar, LLC	VT - Terminated	500 donut french toast	\$ 7,670.00
93	Hannaford	Well Known	Gift Cards	\$ 59,860.00
94	Hasan Group, The	GA	28 Day of Resilience Virtual Experience	
95	Hasan, Amber	GA	Ethnographic and anthropologic research, consultation etc.	\$ 6,300.00
96	Healthy Kingdom Life	VT	500 Coconuts	
97	Healthy Kingdom Life	VT	100 meals	\$ 8,500.00
98	Heck Productions	VT - Expired	Video Editing - Juneteenth 2021	\$ 6,000.00
99	Higher Ground	VT	2022 Juneteenth Programming Fee	\$ 2,500.00
100	Holly Gibbs	Not Registered	25 page program re Juneteenth	\$ 750.00

	B	C	E	F
101	Hotel Vermont	VT	9 rooms	
102	Hotel Vermont	VT	Juneteenth Celebration - Remainder due	\$ 6,334.41
103	Island Passion	VT	500 meals	\$ 6,812.50
104	Jamaican Jewelz Catering	VT	Meals	\$ 8,175.00
105	Jamaican Supreme/Bilon Bailer	VT	1000 plates	\$ 14,000.00
106	Kathy & Company	VT	Thank you Floowers to Ferene	
107	Kathy & Company Flowers	VT	Hula Centerpieces	
108	Kathy & Company Flowers	VT	City Hall Park arrangements	\$ 3,066.77
109	Kesha Ram	Not Registered	Juneteenth Speaking Engagement	\$ 1,000.00
110	King Street Center	VT	500 drinks	\$ 1,843.00
111	Koko's Studio, Inc.	MD		\$ 1,000.00
112	Kountry Kart Deli	VT	food	
113	Kountry Kart Deli	VT	food	\$ 55.78
114	Lake Champlain Chocolates	VT	Chocolate coins	\$ 150.00
115	Lake Champlain Mass Choir	Not Registered	Juneteenth Performance	\$ 2,500.00
116	Laura Warren Hill	Not Registered	Burlington Reparations Task Force Research Report 7	
117	Laura Warren Hill	Not Registered	Burlington Reparations Task Force Research Report 3	
118	Laura Warren Hill	Not Registered	Burlington Reparations Task Force Research Report 3 & 4: part 1	
119	Laura Warren Hill	Not Registered	Burlington Reparations Task Force Research Report 5	
120	Laura Warren Hill	Not Registered	Burlington Reparations Task Force Research Report 6	\$ 10,400.00
121	Making the CuTX	VT	500 meals	\$ 11,750.00
122	Monique Simmons	Not Registered	Meals	\$ 5,857.50
123	Move Creative	NE	App license fee and design services for Juneteenth	\$ 1,900.00
124	Moxxim, LLC	MN	Workshop design and delivery, Engagement Consulting and Support	\$ 5,000.00
125	Mulu's Kitchen & Catering	VT	500 meals* 2 invoices dated the same date same amount for slightly different descriptions of 500 meals	\$ 6,000.00
126	Myers Container Service Corp	VT	Trash Containers for Juneteenth Celebration	\$ 2,750.00
127	New Duds	VT	t-shirts	
128	New Duds	VT	Zip Hoodies	\$ 9,453.60
129	Noble Julz	Not Registered	Initial payment as per contract	
130	Noble Julz	Not Registered	Culturology	
131	Noble Julz	Not Registered	Culturology	\$ 49,732.00
132	nuwave Equity Corp	VT	Black Experience 2022	
133	nuwave Equity Corp	VT	Black Experience Sponsor	
134	nuwave Equity Corp	VT	Advertising and Paid Media	\$ 60,000.00
135	Office Environments Inc.	VT	Office Furniture	\$ 13,771.33

	B	C	E	F
136	Okay Okay	VT	Event Production to produce the Juneteenth celebration 2022	
137	Okay Okay	VT	Additional OK2 Studio Hours, Additonal Staffing for event	\$ 25,390.00
138	Perky Planet	VT - Terminated	Coffee	\$ 294.15
139	Pizzeria Verita	VT	food	\$ 235.36
140	PlaqueMaker	IN	Plaques	
141	PlaqueMaker	IN	Plaques	\$ 1,763.77
142	Printful	NC	Tshirts/sweatshirts - Order PF71821705	
143	Printful	NC	Tshirts/sweatshirts - Order PF71821911	
144	Printful	NC	Tshirts/sweatshirts - Order PF71822228	
145	Printful	NC	Tshirts/sweatshirts - Order PF71821163	
146	Printful	NC	Tshirts/sweatshirts - Order PF71821452	\$ 316.70
147	Quintavious Harris (Shaun Milli)	Not Registered	6/17/22 Performance at Hula	\$ 5,000.00
148	Rajni Eddins Enterprises	VT - Terminated	Juneteenth Brunch Honoring	
149	Rajni Eddins Enterprises	VT - Terminated	Andrea Mafuti and Amina Roads Eddins Father's Day Brunch Performance	
150	Rajni Eddins Enterprises	VT - Terminated	Andrea Kasongo and Amina Rhoads Eddins for Juneteenth Youth Poetry Performance	
151	Rajni Eddins Enterprises	VT - Terminated	compensation for Payment for temporary insurance and supplies for Mo's Kitchen	\$ 7,420.00
152	Rashad Williams			
153	Rashad Williams	Not Registered	Reparations commission Services Nov 21, Dec 21, Jan 22	
154	Rashad Williams	Not Registered	Reparations Commission Services Feb 22	\$ 8,000.00
155	Raw Image Apparel Custom Printing	GA	Tshirts	\$ 2,550.01
156	Roxy Display	Not Registered		
157	Roxy Display	Not Registered		\$ 2,926.42
158	Sarah Shettleroe	Not Registered	Poetry Entry and Panel Discussion	\$ 1,300.00
159	Senegal Tuklor Williams	Not Registered	Editing, voice over, graphics, Music	\$ 4,000.00
160	Shar Bates Productions	Not Registered	Interview and Promo Video	\$ 500.00
161	Soul Bowl	MN	food	\$ 36.20
162	Square space	Well Known	juneteenthbtv.org domain purchase	
163	Square space	Well Known	Business Subscription	\$ 236.00
164	Tassili's Raw Reality Café	GA	Event space rental (in GA)	\$ 1,375.00
165	TGN	Not Registered	300 meals	\$ 5,328.00
166	The Big Heavy World Foundation, Inc.	VT - Terminated	Sponsorship for 9/10 celebration	\$ 5,000.00
167	The National Hip Hop Museum	DC	NHHM Musical Performance Booking	\$ 20,000.00
168	Uber	Well Known	Trip fare, booking fee etc	
169	Uber	Well Known	Trip fare, booking fee etc	
170	Uber	Well Known	Trip fare, booking fee etc	
171	Uber	Well Known	Trip fare, booking fee etc	
172	Uber	Well Known	Trip fare, booking fee etc	
173	Uber	Well Known	Trip fare, booking fee etc	

	B	C	E	F
174	Uber	Well Known	Trip fare, booking fee etc	
175	Uber	Well Known	Trip fare, booking fee etc	
176	Uber	Well Known	Trip fare, booking fee etc	
177	Uber	Well Known	Trip fare, booking fee etc	
178	Uber	Well Known	Trip fare, booking fee etc	
179	Uber	Well Known	Trip fare, booking fee etc	
180	Uber	Well Known	Trip fare, booking fee etc	
181	Uber	Well Known	Trip fare, booking fee etc	
182	Uber	Well Known	Trip fare, booking fee etc	
183	Uber	Well Known	Trip fare, booking fee etc	
184	Uber	Well Known	Trip fare, booking fee etc	\$ 273.35
185	Vermont Panurgy	VT	Inv #'s2021-4633, 4681, 4696, 4767	
186	Vermont Panurgy	VT	Time Management Training	
187	Vermont Panurgy			
188	Vermont Panurgy	VT	Excel Training	\$ 2,420.00
189	Vermont Racial Justice Alliance	VT	Silver sponsorship of VT First African Landing Day	\$ 13,600.00
190	VPR	VT	Air spots	\$ 968.40
191	VT Tent Company	VT	table cloths and linens - Juneteenth	\$ 1,192.62
192	WixStores	Well Known	Shirts	\$ 142.50
193	Young at Heart Ginger Beer	VT - Terminated	500 ginger beers	\$ 2,500.00
194				
195				\$ 648,461.59

EXHIBIT B

Food Vendors FY 2022 with Pricing

Food Vendors	Pricing Per Website	Amount Charged per invoice
A Taste of Abyssinia	Starts at \$22-\$30 pp	\$10/pp for 500
Calito's Popsicles	No pricing on website, no invoice provided	\$1,000
Ebony Edosomwan	No prices online; no invoice provided	\$300
Hangry The Donut Bar LLC	No prices online	\$13/pp for 500
Healthy Kingdom Life - (Coconuts)	No pricing on website	Fresh Coconuts only 500 x \$10
Healthy Kingdom Life - (Meals)	No pricing on website	\$35/pp Jerk Chicken, Jollof Rice and Steamed Vegetables for 100 units
Island Passion	No pricing online	\$12.50/pp for 500
Jamaican Jewelz Catering	Jamaican Jerk Chicken online price is \$16 per	\$15/pp for 500
Jamaican Supreme/Bilon Bailey	No prices online	\$14/pp for 1000 plates
Making the CuTX Barbecue	No prices online	\$30/pp for 175 Brisket plates; \$20/pp for 175 Pulled Pork Plates; \$20/pp for 150 Smoke Chicken Wing plates
Monique Simmons	No website	\$25/pp for 213
MULU's Kitchen & Catering	Starts at \$20-27 pp	\$12/pp for 500

EXHIBIT C

Invoices from Vendors with Red Flags

<i>Business/Individual</i>	<i>Registered Entity</i>	<i>Address on Invoice</i>	<i>Phone Number on Invoice</i>	<i>State Where Located</i>	<i>How Was Service Provided</i>	<i>Invoice Similarity</i>	<i>FY 2021 Total</i>	<i>FY 2022 Total</i>
Noble Julz	No	No	No	GA/VT	Culturology	Similar Invoice to Heck Productions	*	\$49,732
Laura Warren Hill/LWH Research, Writing & Consulting	No	Yes	No	NY	Reparations Task Force Research	Similar Invoice to Rashad Williams	\$0	\$10,400
Heck Productions	Yes	Yes	No	VT	Video Editing	Similar Invoice to Noble Julz	\$0	\$6,000
Rashad Williams	No	No	No	MN	Reparations Commission	Similar Invoice to Laura Warren Hill	\$3,000	\$8,000
Bethsheba Rem a/k/a Queen Sheba (Incls. Payment to Below the Radar Entertainment, LLC)	Yes	Yes	No	GA	DJ Friday Night Black Tie and Hosting Sunday Youth Poetry Slam and Sound Equipment and Engineering		\$0	\$9,150
Healthy Kingdom	Yes	No	Yes	VT	Food/Catering		\$0	\$8,500
Shar Bates Productions	Yes	No	No	GA	No Description Provided		\$0	\$500
Amber Hasan	No	Yes	No	GA	Ethnographic and Anthropologic Research, Consultation, and Coordination		\$0	\$6,000
Broken Pencil (Senegal Tuklor Williams)	No	Yes	Yes	GA	Editing/Color Grading/Voice Over/Graphics/Music/Revisions		\$0	\$4,000
Moxxim, LLC	Yes	Yes	Yes	MN	Workshop Design and Delivery and Engagement Consulting and Support		\$0	\$5,000
Lake Champlain Mass Choir	No	Yes	No	NY	Performance		\$0	\$2,500
Jamaican Jewlz Catering	Yes	No	Yes	VT	Catering		\$0	\$8,175
Koko's Studio	Yes	Yes	No	MD	Dewey Park Proposal Honorarium		\$0	\$1,000
VFW Post 782 Men's Auxiliary Corp.	Yes	Yes	No	VT	Utility Costs Associated with Vendor Use of Kitchen		\$0	\$100
Ebony Edosomwan	Unknown	No	No	Unknown	Food/Catering		\$0	\$300
Calito's Popsicles	Yes	No	No	VT	Food/Catering		\$0	\$2,500

*From information available, vendor appears to have provided services for FY 2021 Juneteenth but exact expense is not known at this time. Information available also indicates some vendors may have had other businesses under their direction which also provided services.

EXHIBIT D

Summary Chart of In State and Out of State Vendors for 2022

State	Number of Vendors	Amount Paid
DC	1	\$ 35,000.00
GA	5	\$ 20,388.49
IN	1	\$ 1,763.77
MN	2	\$ 5,036.20
NC	2	\$ 1,316.70
NE	1	\$ 1,900.00
Not Registered	22	\$ 106,777.57
NY	2	\$ 30,000.00
VT	55	\$ 385,316.62
WV	1	\$ 1,000.00
CA	1	\$ 300.00
NJ	1	\$ 300.00
MD	1	\$ 1,000.00
Well Known	10	\$ 62,208.28
	Total	\$ 652,307.63

		EXHIBIT E		
Summary of Expenses for Various Vendors for Juneteenth FY 2021 and FY 2022				
	<i>FY 2021 *</i>	<i>Vendor</i>	<i>Description</i>	<i>Expense</i>
	Transportation			
		Delta Air	Flight for Stanley Bell	\$853.40
		United	Flight for Jonathan Lloyd (Racial Justice Graduate Intern with City)	\$238.20
		Travel Guard Group, Inc.	Trip Insurance for Jonathan Lloyd	\$15.48
			Transportation Total	\$1,107.08
	Lodging	Local Hotels	Stays indicated for M. Power Theater (5 rms), Noble Julz (1 rm), Lake Champlain Mass Choir (12 rms.), Black Hisotry 101 Museum (1 rm), True Black History Museum (2 rms), and Atomic Pro Audio (3 rms) at \$149/night.	\$7,146.00
			Lodging Total	\$7,146.00
			<i>FY 2021 Total</i>	\$8,253.08
	*Information available for FY 2021 provided by Burlington City Arts ("BCA") employee who assisted with Juneteenth 2021 indicates a total of 44 rooms were to be provided to various groups related to Juneteenth events. Information also indicates transportation to be provided to various groups related to Juneteenth events. However, from the information available, the expenses for lodging and food are simply estimates as provided by BCA employee.			

	<i>FY 2022</i>	<i>Vendor</i>	<i>Description</i>	<i>Expense</i>
	Transportation			
		Delta Airlines	Flight and baggage fee for Casey Ellerby	\$462.20
		American Airlines	Flight for Casey Ellerby	\$360.82
		Uber	Receipts Reflect Payment by Casey Ellerby	
		Allianze Travel Insurance	Noted travel expense for Jersey, a/k/a Casey Ellerby's trip	\$56.47
			Transportation Total	\$879.49
	Lodging			
		Courtyard by Marriot	Stays for Gina Lindsey, Molly Kasriels, Dexter Criss, Sally Urban, Malerie Mason, Alexander Malsan, Barbara Salverson-Jackson, Jamaican Jewelz at \$299/night.	\$6,667.80
		Hotel Vermont	Stays for Tyeastia Green, Danielle Criss, Nora Ray, Jerrique Ortiz, Barbara Criss, Warren Middlemiss, Brett Carpenter, Andrea Ogle, Rosinda Anthony at \$299/night.	\$6,334.41
		Best Western	Stays for Jeremy Beaver, Jermain Hartsfield, Kendrick Jeru Davis, Edward Anderson of Listen Vision at \$189/night. Additional stays for Jacob Marmor, Rob Faubert, David Soborowski, George Perone, Time Rollet, Jake Washburn, Erin Whittaker, Adam Flick, Mario Loccisano, Evan Stier, Mike Tripoli of Atomic Pro Audio at \$189/night.	\$3,780
			Lodging Total	\$16,782.21
	Meals	Meals at various local restaurants. None of the receipts reflect any payment for alcohol		\$312.55
			Meals Total	\$312.55
			FY 2022 Total	\$17,974.25

Memorandum in Response to the Heather E. Ross, Sheehey Furlong & Behm PC
Memorandum regarding Financial Review of Expenditures by Racial Equity
Inclusion and Belonging Department in Fiscal Years 2021 and 2022

Executive Summary

This Memorandum is in response to the [review memo from Sheehey, Furlong, and Behm PC](#) from August 2023. We found this review memorandum to be poorly written; it failed to clearly lay out the facts or findings, causing confusion on what the actual findings were. We would like to clearly state a few of our findings in response. In this section you will find the summary findings and in the main section you will find additional detail on each of the findings.

1. **Juneteenth 2021 was an excellent and well-managed event.** Juneteenth 2021 was the City's first Juneteenth and the only Juneteenth that was managed and executed by former Director Tyeastia Green before her departure in March of 2022. There was no mismanagement found of the 2021 Juneteenth event in this review and the event came in under the City's allocated budget. Further, it was one of the City's largest events of the year and was well-attended and celebrated.
2. **Juneteenth 2022 was presumably on track until Tyeastia's departure.** There is no reason why Director Green should have been the focus of the review of the 2022 Juneteenth event. When she gave notice in February 2022, the event appeared to be on track compared to Juneteenth 2021. Yet, as with the 2021 event no vendors had been hired and the theme had not even been selected. If there was any mismanagement of the 2022 event, it happened AFTER her departure.
3. **The review was done and presented poorly.** The review was focused on whether or not abuse, waste, or fraud occurred. It clearly reveals, after you wade through it, that there was no waste, abuse, or fraud that is attributable to former Director Green, yet it seems to imply that there was throughout. The report seems to accuse without providing support or analysis for those accusations or even concluding mismanagement on Director Green's part, casting doubt on the fairness of its focus with regard to Ms. Green.
4. **The issues raised around the management of Juneteenth 2022 appear to be emblematic of a citywide culture.** The final review recommendations state clearly that the City needs to clarify and become more consistent with regard to several policies and practices. This was also the findings of a recent external review of the waterfront district's TIF mechanism. The report's final recommendations may be worth reviewing, but they all involve the workings of all departments and the administration.

5. **The call for this review may be a result of bias, given a review of similar cases in the City.** This review was based on an *accusation* of something happening somewhere else, an accusation that was never substantiated. This review found no mismanagement attributable to former Director Green. Meanwhile, we have documented instances of other department heads in Burlington violating policies and mismanaging city resources. Yet former Director Green is the only department head to be publicly reviewed in this way. We invite the Administration to strongly consider a potential bias in their response.

Details of the Findings

1. Juneteenth 2021 was the City's first Juneteenth and the only Juneteenth that was managed and executed by former Director Tyeastia Green before her departure in March of 2022. There was no mismanagement found of the 2021 Juneteenth event in this review and the event came in under the City's allocated budget. Further, it was one of the City's largest events of the year and was well-attended and celebrated.

For the City's first annual Juneteenth celebration, former Director Tyeastia Green was given a budget of \$100,000 from City funds. Director Green raised \$149,000 in private funds and underspent her city funds by \$17,000. The total cost of Juneteenth 2021 to the City was \$83,000 for a total budget of \$232,000. It was a fantastic, well-managed and well-attended event. The review found no information to the contrary.

Director Green planned to double the celebration for the second annual event in 2022. However, Mayor Weinberger created an increasingly hostile workplace for Director Green beginning in the spring of 2021 and continuing on through the new year.¹ Director Green gave notice to the City of Burlington in February of 2022, took sick leave for most of her remaining time, and departed March 10th, 2022.

2. There is no reason why Director Green should have been the focus of the 2022 Juneteenth event's review. When she gave notice in February 2022, the event was on track, but as with Juneteenth 2021, no vendors had been hired and the theme had not even been selected. If there was any mismanagement of the 2022 event, it happened AFTER her departure.

¹<https://www.sevendaysvt.com/OffMessage/archives/2022/02/15/tyeastia-green-burlingtons-racial-equity-director-to-re-sign>

At the time of Director Green's departure, plans for Juneteenth 2022 were well underway and everyone was looking forward to another successful event. She was in conversations to provide \$200,000 in private funding. However, although Director Green gave no public complaint of her treatment at the hands of the Mayor, even on public issues such as her (rescinded) removal from the CNA contract, four of her Managers followed-suit leaving the department with only 9 of its 14 employees.

Director Green had soft commitments estimated at \$200,000 in sponsorships and private donations for Juneteenth before she left the REIB in March 2022 which complemented her city-approved budget of \$180,000 to be on-track to nearly double the festivities of Juneteenth. And just as she had the year before, she had plans for reducing costs in the case that not all donations came through. However, her departure prompted the departure of additional staff – including staff who were in charge of planning, designing, permitting, and marketing and press and had that know-how from the previous year.

Juneteenth 2022 only received \$103,000 in private donations, less than the year before. The August memorandum speculates that this is because former Director Green was doing less fundraising than the year before but provides no proof of this beyond the volume of emails between 2021 and 2022. However, the donor commitments to Juneteenth made in 2021 were finalized by February and donations were coming in until the week before. The review appears to presuppose that the commitments wouldn't come through. However, if we follow the 2021 timeline as a template, it seems far more likely that donations were less enthusiastic due to the mass exodus after former Director Green's departure and/or that the interim REIB director did not have the strong fundraising capabilities former Director Green does.

3. The review was focused on whether or not abuse, waste, or fraud occurred. The review did not find any such mismanagement for 2021 or 2022. The problem with the memorandum is that it creates the *appearance* of mismanagement by former Director Green throughout, especially surrounding Juneteenth 2022. The reports seems to accuse without providing support or analysis for those accusations or even concluding mismanagement on Director Green's part, casting doubt on the fairness of its focus with regard to Ms. Green.

When former Director Green gave notice in February of 2022 the Juneteenth event was on track. Mayor Weinberger's actions contributed to the departures of REIB management in protest in the Spring of 2022. Although publicly Mayor Weinberger spoke positively about

Director Green during her tenure and even through the departure of her management team, after launching this audit this year he noted that they had a difficult working relationship.²

The departure of Director Green and REIB staff resulted in a very different 2022 event than the first under-budget and highly successful 2021 event. Decisions like hiring Okay Okay at the last minute or the slowdown of the process given the departure of the majority of the REIB staff may have been triggered by former Director Green's departure, but the only way the City can truly attribute responsibility to her is for blaming her for leaving and not being there to manage the event well.

The review makes assumptions and speculations about when the schedule of vendors should have been finalized for the 2022 Juneteenth event. Most vendor contracts were not sent out until April 2022, well after former Director Green had left her position. There is no evidence provided that various events put on by different departments in Burlington meet earlier timelines as to when vendors are locked in and schedules are finalized.

The review was commissioned to assess Juneteenth 2021. It does not present the facts and conclusions in a way that are clear and helpful with regard to this event. The entire review related to the 2021 seems to conflate all the events in the entirety of Ms. Green's tenure.

The 2022 Juneteenth event is at the center of the review but it does not do a sufficient job of differentiating between Ms. Green's role before her employment ended in March 2022 and the actions taken by others after it ended. For example, the review says that it looked at all her emails, including those from the planning of the 2021 event, but in the discussion of planning and private fundraising, or the lack thereof, it does not analyze the timelines for the two years to determine if fundraising or planning for the 2022 event was at a similar stage when Ms. Green left the City's employment as it was in 2021. It also does not analyze the activities leading up to former Director Green's departure or the impact of her departure on the planning. Without this comparison and analysis it is hard to place faith in the seemingly unsubstantiated conclusions drawn, including the implication that Ms. Green was careless or mismanaged the department.

The review makes an issue of the fact that some vendors were or are not "registered" with the state of Vermont to do business. They adopt the characterization of these vendors as "not to be a legal business" without qualification or correction or citation to Vermont law in Exhibit A. To our knowledge there is no legal requirement that a person is required to register with the State

²<https://www.sevendaysvt.com/vermont/burlington-to-audit-racial-equity-office-amid-questions-about-former-director/Content?oid=37861279>

in order to do business in Vermont (in contrast with Vermont statutes related to foreign corporations). There are many individual proprietors in the “gig” economy that operate using their social security numbers or EINs from the IRS that do not register; they are not acting unlawfully.

The review fails to cite the memo to the city council issued by the interim REIB director that gave reasons for the high cost of the 2022 event³ and analyze those reasons in relation to its other investigative findings. The published quote from the memo says that a staffer “attributed the high costs to inflation, the unexpected hiring of a ‘local marketing and event service to get things back on track,’ and ‘a transition in leadership which caused confusion around secured donations which delayed a final budget for Juneteenth until late April.’”

The failure of the review to delve into these reasons for the cost of the 2022 event is a major failing of the review and deprives the council and administration of the complete picture needed to oversee and improve city operations.

4. Given both the findings of this review and the recent TIF review, the issues raised around the management of Juneteenth 2022 appear to be emblematic of a citywide culture, and the lack of clarity and enforcement of City policies.

The final conclusions and review recommendations state clearly that the City needs to clarify and become more consistent in several policies and practices. They do not accuse any particular person of mismanagement.

Similarly, in January 2023, the Vermont State Auditor completed an audit of Burlington’s Lakefront Tax Increment Financing (TIF) district. The audit showed “years of sloppy record keeping” and financial mismanagement, while noting that Burlington has made “millions of dollars of mistakes.” Much of this was attributed to “poor recordkeeping, key staff turnover, and slow adoption of strategies recommended by the City’s own auditors...The City’s errors were so numerous and of so many different types, it is clear a new process is required to reduce the risk of significant errors in the future.” The result was well over a million dollars of debt to the state’s education and TIF funds. To our knowledge, there has been no broad public accounting for how the City intends to rectify the issues raised, or to avoid similar debt outcomes in the forthcoming state audit of the downtown TIF district.

³<https://www.sevendaysvt.com/vermont/burlington-to-audit-racial-equity-office-amid-questions-about-former-director/Content?oid=37861279>

5. This review was based on an *accusation* of something happening somewhere else, an accusation that was never substantiated and the review found no mismanagement attributable to former Director Green. Meanwhile, we have documented instances of other department heads in Burlington violating policies and mismanaging city resources. Yet former Director Green is the only department head to be publicly reviewed. We invite the Administration to strongly consider a potential bias in their response.

The Memorandum insinuates that former Director Green is not a competent Manager for not knowing what a sole-source contract is or the line between personal and professional use. However, nowhere in the memo does it actually provide evidence of where former Director Green was out of line with the City's policies. And at the same time, much more experienced Department heads have had more serious missteps that were not publicly reviewed at the request of the Mayor. For example:

In March of 2021, the City had to seek retroactive approval of a 5-year \$400,000 contract after the Director of Parks and Recreation signed a sole-source contract of a lease agreement with Green Mountain Boat Lines related to the Burlington Boathouse and Marina and operation of the Spirit of Ethan Allen III. The Director did not have authority to sign the initial contract. No review of the department's contracts or practices was publicly requested.

In response to a 2021 complaint by an employee, Human Resources Director Kerin Durfee and Chief Administrative Officer Katherine Schad investigated Director Gene Richards. They found that Richards used the gasoline facility 59 times in a six-month period for his personal car without documenting if the fuel was being used for work travel and also found several culture and personnel complaints. At the end of June, the mayor placed Richards on paid administrative leave and moved to hire an independent investigator and then recommended to the council the Director be removed from his position - which he was. Despite this the Administration did not publicly request an in-depth financial or fraud review of the airport for any of the years former Director Richards led the airport.

In January 2023 it was revealed that Burlington police officers had refused calls for service, citing a staffing shortage, then engaged in a lucrative private contract to provide neighborhood security to a Burlington homeowner's association. For these incidents, the City of Burlington's administration simply asked the Chief if there were other problematic contracts, and accepted a professed willingness to do things differently next time around. In June of 2023, the acting chief was appointed to a permanent position.

Former CEDO Director Peter Owens left his position with the City of Burlington in May, 2016 - a position where he was directly responsible for housing and acting as a good-faith liaison between landlords and tenants. Owens was already scheduled to step down from his role as CEDO Director, but resigned early in response to an illegal and inhumane eviction he perpetrated as a landlord in San Francisco. No formal critique or inquiry into Owens' actions, values, or past work was supported by the City of Burlington's administration.

While we are not saying that the reaction for other Directors should have been more punitive or stronger, we want to note that the response to accusations against former Director Green seems disproportionate. It feels similar to the Mayor's removal of former Director Green as manager of the CNA contract which he later apologized for noting "This decision was wrong and reveals my own bias."

MEMORANDUM

To: City Council and Mayor Miro Weinberger
From: Jared Pellerin, Assistant City Attorney
Date: August 10, 2023
Re: Redistricting Roll-Out

The United States Supreme Court has held that the “Equal Protection Clause” of the Fourteenth Amendment requires election districts or voting units for local governmental offices to be as equal in population as possible. This requirement is known as the ‘one person, one vote’ rule and applies to all political subdivisions, including cities, counties, towns, and villages¹.” The City of Burlington was subject to the 2020 U.S. Census, which found that the City had grown in population since the previous census (2010) and as such, needed to reevaluate the City’s election boundaries in order to preserve equal representation.

Over the course of many months, the City engaged various stakeholders through public hearings, Neighborhood Planning Assembly meetings, and posts to Front Porch Forum, as well as direct mailings and email communications, to identify concerns and consider ideas related to the formation of new boundary lines. In December 2022², the City Council voted to approve a plan that adjusted boundary lines but maintained the existing eight ward, four district configuration across the City and on March 7th, 2023, the City Council endorsed map was considered by the citizens of Burlington at Town Meeting Day. The voters of Burlington approved the proposed redistricting map and it has since passed the Vermont State Legislature and was signed by the Governor³.

The new map takes effect for the March 2024 Town Meeting day election. Our office, along with the City Clerk’s Office, has been working to review and develop an implementation plan. Unlike the last time that the City went through a redistricting process, as we move to the new map there will not be a staggering of election terms or the need to elect an entirely new slate of representatives because the City did not remove or create any new positions for elected officials. Instead during the most recent redistricting process the City chose to maintain the four district,

¹ *B.Porto, Inequalities in Population of Election Districts or Voting Units, Other Than Districts or Units for Election to Congress or State or Territorial Offices, as Rendering Apportionment Violative of Federal Constitution—Post-Baker Cases*, 143 A.L.R. Fed. 631, § 2a (1998).

² Resolution 7.06, 2022

³ H.506 (Act M-7) Signed by the Governor on May 25, 2023

eight ward scheme. Therefore, we do not see a need to run an election for an elected official who has been elected for a term that will extend beyond 2024, so long as that elected official still resides within the ward or district they were originally elected to represent and maintains their status as a registered voter of that particular ward or district. Those elected officials should carry out the term they were elected to serve. Although boundaries have changed, there will still be full and equal representation of all citizens of Burlington by maintaining the election cycles currently in place.

As proscribed in the City's Charter, the Mayor is elected for a three year term, the City Councilors of the North, South, Central, and East districts a two year term and the City Councilors of the eight wards, a two year term respectively; with the District and Ward Councilors being up for election in opposite years.⁴ Additionally, School Commissioners,⁵ are elected to a two year term with Ward and District Commissioners being elected in opposite years, Ward Clerks are elected for a two year term, and Inspectors of Elections are elected to three year terms.⁶ Though the boundaries of the wards and districts have changed, the election terms of their respective representatives will not be newly staggered. At the City's next town meeting day in March 2024, the Mayor, Ward City Councilors and Ward School Commissioners will all be up for election, as well as those Inspectors of Election whose terms end in 2024. District City Councilors, District School Commissioners, Inspectors of Election and Ward Clerks will be up for election in the year 2025.

We have done a review of all of the currently elected positions across the City with respect to the new boundaries and have determined that there is a small group of currently elected officials (8 out of 56 elected) who, because of boundary line adjustments, will no longer reside within the ward or district they were elected to serve. Four of those officials have terms that expire beyond 2024. In those four instances, the elected official who has been displaced will need to step down due to their "removal from the ward⁷" or district they were elected to serve by nature of the new boundary lines and an election will be held for the vacated seat during the 2024 Town Meeting day. This will require that the City Council appoint acting election officials for the four vacated seats to ensure the necessary structure and oversight at polling places to carry out the full election

⁴ 24 App. V.S.A. ch. 3, § 3

⁵ 24 App. V.S.A. ch. 3, § 164

⁶ 24 App. V.S.A. ch. 3, § 10

⁷ 24 App. V.S.A. ch. 3, § 13

process⁸. The appointing of acting officials in the instance of a vacancy is a routine practice that has been carried out in previous elections and the City Clerk's Office will return to the Council to initiate this process closer to Town Meeting Day, 2024. The elected officials that are currently displaced by the new boundary lines whose current terms extend past 2024 are as follows:

Inspector of Elections	Ward 2
Inspector of Elections	Ward 3
Ward Clerk	Ward 3
Inspector of Elections	Ward 4

The City Attorney's Office, along with the City Clerk's Office and other important stakeholders will continue to work diligently to see to it that Town Meeting Day 2024, goes off without issue.

⁸ 24 App. V.S.A. ch. 3, § 13