

CITY OF BURLINGTON, VERMONT
CITY COUNCIL PARKS, ARTS & CULTURE COMMITTEE
c/o Department of Parks and Recreation
645 Pine St., Suite B • Burlington, VT 0540
802-865-7144 VOX • 802-862-8027 FAX
www.cedoburlington.org • www.enjoyburlington.com

Councilor Kurt Wright, Chair, Ward 4
Councilor Vince Brennan, Ward 3
Councilor Karen Paul, Ward 6

Staff: Jen Francis, Parks Planner
Burlington Parks, Recreation & Waterfront
jfrancis@burlingtonvt.gov

AGENDA

Park, Arts and Culture Committee Meeting

Monday, August 4, 2014

7:15-8:15 PM

Room 12, City Hall

- 1) Approval of agenda & draft minutes from 6/18 (5 min)
- 2) Public Forum (10 min)
- 3) WAN Update (Shapiro) (5 min)
- 4) PIAP Update (Shapiro/Wildfire)
 - a. New Moran Funding Update (15 min)
 - b. New Moran MOU Draft Review
- 5) Fletcher Free Update (Simon) (10 min)
 - a. Consultant Selection
- 6) Parks Project Update (Francis) (5 min)
- 7) Other items (5 min)
- 8) Confirmation of next meeting date (5 min)
Discussion on identifying a regular meeting date & time.
- 9) Adjournment

Non-Discrimination 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 or genetic information. The City is also committed to providing proper access to services, facilities, and employment opportunities. For accessibility information or alternative formats, please contact Human Resources Department at 865-7145.

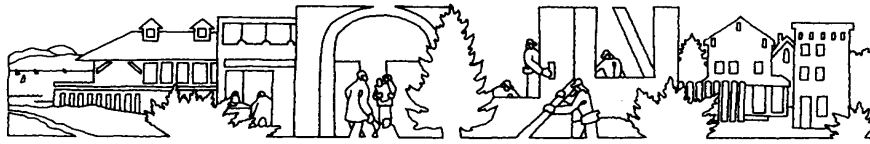
NEW MORAN - PROGRESS & MILESTONES TO DATE

7.31.2014 - New Moran, Inc.

New Moran will be a vibrant, mixed use building, owned by the City but leased and managed by a non-profit organization, New Moran, Inc. When completed in 2017, Moran will be home to a collaborative combination of businesses and non-profit organizations. It will be one of Burlington's most energy efficient building and one of its largest indoor gathering spaces, bringing cultural, educational, and recreational events to the waterfront year-round. Moreover, New Moran highlights Burlington history, supports recreation, and champions local food, arts and the environment through a variety of tenants and already strong partnerships with established area businesses and organizations.

The New Moran team has been working steadily since the March vote, when 70% of the voters approved up to \$6.3M in TIF financing for Moran as part of \$9.6M in waterfront improvements. Working closely with CEDO and the Mayor's office, we have developed a series of Milestones which will guide progress through the next two years until construction begins in the spring of 2016.

- New Moran, Inc., a Vermont non-profit organization, was incorporated on May 6th, 2014 with the legal team at Dinse Knapp McAndrew and Burlington accounting firm Wallace W. Tapia, PC. Until receiving official 501(c)3 status from the IRS, New Moran's fiscal sponsor will be partner organization, The Preservation Trust of Vermont, a longstanding VT non-profit dedicated to helping communities save historic places.
- To-date, New Moran has raised a total of \$250,000, including an initial successful Kickstarter campaign, a \$100,000 seed grant from the Vermont Community Foundation, and two private, anonymous charitable foundation contributions. Fundraising is ongoing with strong indications of major philanthropic interest to date.
- Feasibility analysis of preliminary historic preservation and engineering have already begun with our team from Smith Buckley Architects, structural and civil engineers at Engineering Ventures, environmental experts Waite - Heindel Environmental Management, and expert historic preservation consultant Emily Wadhams. This progress was significantly advanced by a generous donation of existing conditions architectural models from Burlington firm Freeman French Freeman.
- In June, New Moran co-founders Tad Cooke and Erick Crockenberg gave a TEDx talk in Valencia, Spain about the Moran Plant, community development in Burlington and the power of abandoned spaces at TEDx BerkleeValencia, sponsored by the Berklee College of Music. The UVM College of Agriculture and Life Sciences supported the talk with full funding for Tad and Erick's flights.
- At the end of July, New Moran and the City signed a significant Access Agreement, allowing the New Moran team access to the building for the purposes of predevelopment fundraising purposes.
- New Moran looks forward to launching a website and increased public presence by the beginning of September, 2014.



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

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

Date: August 1, 2014

To: Parks, Arts and Culture Committee and the Board of Finance

Cc: Peter Owens, CEDO Director
Kirsten Merriman Shapiro, Special Projects Manager, CEDO
Richard Haesler, Assistant City Attorney

From: Nathan Wildfire, Assistant Director of Economic Development, CEDO

Re: Memorandum of Understanding between New Moran, Inc. and the City of Burlington

In March 2014, the City voters approved a measure for the City Council to authorize up to \$9.6 Million of financing for TIF infrastructure in support of the selected City's Public Investment Action Plan (PIAP) projects, including the New Moran. The New Moran project proposes to revitalize the Moran Plant into a mixed use, energy self-sufficient civic space. As proposed by the developers, New Moran will be a hub for community gatherings, events, supporting human-powered recreation and access to local food, art, energy and technology.

The City and New Moran, Inc. have engaged in a series of discussions over the last few months relating to their long term goal of transforming the vacant Moran Plant on Burlington's waterfront. The attached Memorandum of Understanding (MOU) provides a road map for continuing these conversations and completing the negotiations for a development agreement by March 23, 2015. Key milestones include:

- Delivery of a Findings Report upon conclusion of a due diligence phase by November 15, 2014
- City Council approved term sheet outlining the key terms and conditions under which the City will fund Tax Increment Financing infrastructure investments needed for the project by January 26, 2015
- Approval of final Development Agreement by City Council targeted for March 23, 2015

Also attached with this MOU and communication is a summary of the New Moran project, with some accomplishments to date.

We are requesting the Board of Finance and Parks, Arts and Culture Committee recommend that City Council authorize Mayor Miro Weinberger to execute the attached MOU between the City and New Moran, Inc., the developers of the proposed New Moran project.

Please do not hesitate to contact me with any questions at 802.865.7179, or nwildfire@burlingtonvt.gov.

MEMORANDUM OF UNDERSTANDING

City of Burlington – New Moran, Inc.

This Memorandum of Understanding (this “MOU”) is dated this ____ day of _____, 2014, by and between the City of Burlington, a Vermont municipal corporation (“City”), and New Moran Inc., a non-profit corporation organized under the laws of the State of Vermont (“New Moran”).

WITNESSETH:

WHEREAS, the City owns certain lands on the Burlington waterfront and holds such lands in the public trust; and

WHEREAS, included therein stands the Moran Generating Plant (hereafter “the Property”) which was decommissioned in 1987 and has been idle since, as the City has endeavored unsuccessfully on numerous prior occasions to find an adaptive reuse for the building; and

WHEREAS, in 2013 the City’s Public Investment Action Plan (PIAP) was conceived for the purpose of, and ultimately resulted in, an open public process to select proposed projects that would be eligible to receive public infrastructure improvements through the City’s Waterfront Tax Increment Financing (TIF) District; and

WHEREAS, New Moran submitted one of fifty concepts that came from private and public entities in response to the PIAP open request for proposals for future waterfront development; and

WHEREAS, the proposal subsequently prepared by New Moran and submitted to the City (see attached summary sheet, Exhibit A) called for a mixed-use redevelopment of the Property with a focus on green energy innovation, local foods, and a multi-purpose arts and events space (hereafter “Project”); and

WHEREAS, substantial public infrastructure improvements would need to be made by the City to the Property in order for the building and adjacent site to be able to be redeveloped; and

WHEREAS, in March 2014, the City voters approved a measure for the City Council to authorize up to \$9.6 million of financing for TIF infrastructure in support of the selected PIAP projects, including up to \$6.3 million for the Project; and

WHEREAS, since being selected as a possible PIAP project, New Moran has worked diligently to initiate its charitable fundraising efforts while also successfully assembling its predevelopment team; and

WHEREAS, the parties agree that it is in their respective best interests to execute this MOU to outline their shared understanding of the criteria and timeline for both parties to evaluate Project feasibility and take measured responsible steps towards (a) a development agreement; (b) a long term lease of the Property and grounds; and (c) construction of the Project; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth herein, the parties agree as follows:

Section 1. **Exclusivity.** While the parties work in good faith to determine project feasibility, the City agrees to work exclusively with New Moran as the developer of the Project for such time period as this Agreement remains in effect subject to the terms and conditions contained herein.

Section 2. **Project Phases.** The Project will involve the following phases:

(a) Predevelopment Due Diligence Phase:

During this initial phase, New Moran, with the cooperation of the City, will conduct the necessary investigations to further refine and update the Project's design, projected development cost, tenant mix, and financing plan.

Upon the completion of the Due Diligence Phase, New Moran shall provide the City with a written report of its findings (The Findings Report). The Findings Report shall be submitted to the City on or before November 15, 2014. This written report shall include the following updated information:

- 1) Conceptual Building Design & Site Plan
- 2) Development Budget
 - Hard Costs (base building & tenant improvement assumptions)
 - Soft Costs including capitalized start-up operating costs
- 3) Operating Budget & Proforma
- 4) Financing Plan
 - Sources, including specific requests for City infrastructure investment
 - Credit Enhancement Assumptions
 - Detailed outline and proposed term sheet for City-provided funding sources requested by New Moran
- 5) Determination of sufficient operating reserves
- 6) Capital Fundraising Campaign Plan
 - including updated milestone projections
- 7) Fundraising Feasibility Study
- 8) Ground Lease and Property Tax Liability Assumptions
- 9) Updated Project Schedule
- 10) Letter of interest for project funding from a Community Development Entity (CDE) for New Market Tax Credits (NMTC) allocation
- 11) Preliminary Market Analysis
 - supporting projected rents, CAM, and operating projections
- 12) Proposed tenant mix;
- 13) Preliminary Review with Planning / Zoning Staff

CEDO shall be responsible, on behalf of the City, for reviewing the Findings Report and submitting a communication to City Council with its project assessment.

This project assessment will include a Draft Term Sheet based upon the Findings Report. The Draft Term Sheet shall outline the key terms and conditions under which the City will fund Tax

Increment Financing infrastructure investments needed for the project. The City will make best efforts to have a Final Term Sheet approved by City Council by January 26, 2015.

(b) Development Agreement Phase

If the parties choose to proceed beyond the Due Diligence Phase they shall work collaboratively to prepare a Development Agreement that will outline the business and legal terms for the disposition of the property as well as the respective roles and responsibilities of each party moving forward. The City and New Moran will prepare a Development Agreement targeted to be approved by City Council not later than its final meeting in March, 2015.

Items to be addressed by the Development Agreement shall include, but will not be limited to the following:

- Definition of Development Program,
- Property Disposition Terms & Conditions (ie Ground Lease),
- City Funding Obligations & Conditions (PIAP, TIF, etc),
- Property Tax Disposition
- Permitting Responsibilities,
- Environmental Remediation Protocol,
- Parking Strategy Plan,
- Project Funding Schedule, Milestones, and Deadlines,
- City's Closing Pre-conditions
- Closing Date
- Tenant Letters of Intent

(c) Design, Permitting, and Funding Phase:

During this phase, New Moran shall make best efforts to secure and implement the development and financing plan as set forth in Phases (a), (b) and (c). This work shall be completed within a mutually agreed upon time period to be set forth in the Development Agreement. Tasks that are necessary to complete during this phase shall include, but are not limited to:

- Market Study
- City of Burlington Land Use Permitting
- Federal and State Land Use Permitting
- Historic Tax Credits
 - Coordination & Application with National Park Service and State
- NMTC:
 - Applications to CDE for NMTC Allocation
 - Securing Commitment for NMTC Allocation
- Implementation of Capital Fundraising Campaign Plan
 - Monthly meeting with CEDO to review status
- Project Lease Up:
 - Confirm credit of anchor tenants under LOI
 - Define tenant fit-up scope of work
 - Secure Commitment Letters from anchor tenants

- Draft Leases
- Architecture & Engineering:
 - Design Development Set,
 - Final Construction Documents (Bid Set)
- Construction Administration & Value Engineering:
 - RFP for CM Services & Selection
 - Updated Estimating
 - Bidding and Securing a Guaranteed Maximum Price

(d) Closing & Construction Phase: Upon completion of the Design, Permitting, & Funding Phase, and satisfaction of the City's closing pre-conditions the parties shall move to the Closing & Construction phase. This work shall be completed within a mutually agreed upon time period to be outlined within the Development Agreement.

Section 3. **Miscellaneous Provisions:**

- a) The parties acknowledge and are both committed to cooperating with each other and the Vermont Department of Environment Conservation to complete the Corrective Action Plan for the Property. Obligations and responsibilities for any potential future environmental remediation shall be specified in the Development Agreement.
- b) New Moran's Access to, and use of, the Property shall be subject to the "Agreement for Access to the Moran Plant" dated July 28, 2014 (see attached Exhibit B).
- c) Consistent with assuring that the City's responsibilities under the Public Trust doctrine are adhered to, the parties are hereby committed to cooperating with each other and New Moran will work in good faith with developers of other potential projects on the City's Public Trust lands.
- d) Neither the City nor New Moran shall be deemed in violation of this MOU if it is prevented from performing any obligations hereunder by reason of strikes, boycotts, labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, severe weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not under its control, and the party experiencing force majeure gives written notice to the other party identifying the nature of such force majeure, and when it began.
- e) The parties have executed this MOU solely in their capacity as prospective landlord and tenant and nothing herein is intended to create any joint venture, partnership, co-developer or similar relationship.
- f) Any notice or other communication from any party to the other pursuant to this MOU shall be deemed sufficiently given or communicated if sent by first class mail, postage pre-paid and addressed to:

For City:

Miro Weinberger, Mayor
City of Burlington
City Hall
149 Church Street,

Burlington, VT 05401

For New Moran Inc.

(g) This Agreement shall, in any event, be superseded in its entirety by the execution of a Development Agreement which accords with the provisions Section 2 (c), Furthermore, this Agreement, in the absence of a Development Agreement, can be terminated by either party, for any reason, at any time after January 26, 2015.

IN WITNESS WHEREOF, this MOU is executed by the duly authorized officers or representatives of the City of Burlington and the New Moran as of the day and date first above written.

THE CITY OF BURLINGTON

By: _____

Miro Weinberger, Mayor
Duly Authorized Agent

STATE OF VERMONT
COUNTY of CHITTENDEN, SS.

At Burlington, in said County, on the ____ day of _____, 2014, personally appeared, Miro Weinberger, Mayor of the City of Burlington and acknowledges this instrument by him, sealed and subscribed to be his free act and deed, and the free act and deed of the City of Burlington.

Before me,

Notary Public

Commission Expires

New Moran Inc.

By: _____

Duly Authorized Agent

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

At Burlington, in said County, on the ____ day of _____, 2014,
personally appeared, _____, and acknowledges this
instrument by him, sealed and subscribed to be his free act and deed, and the free act and deed of
the New Moran Inc.

Before me,

Notary Public

Commission Expires

DRAFT

DRAFT MOU RESOLUTION

That WHEREAS, in 2013 the City's Public Investment Action Plan (PIAP) was conceived for the purpose of, and ultimately resulted in, an open public process to select proposed projects that would be eligible to receive public infrastructure improvements through the City's Waterfront Tax Increment Financing (TIF) District; and

WHEREAS, New Moran Inc. ("New Moran") submitted one of fifty conceptual proposals that came from private and public entities in response to the PIAP open request for proposals for future waterfront development; and

WHEREAS, New Moran proposed a PIAP project which contemplated undertaking a significant capital campaign to secure financing to enable New Moran to redevelop the derelict Moran Generating Plant and construct a new waterfront facility and related lake access improvements on the Property, consistent with the City's long-term goals; and

WHEREAS, the City owns certain lands on the Burlington waterfront and holds such lands in the public trust; and

WHEREAS, the New Moran proposal was ultimately one of a slate of six PIAP proposed projects advanced for voter approval by way of a ballot measure for the City Council to authorize up to \$9.6 million of financing utilizing tax increment financing (TIF) for public infrastructure in support thereof; and

WHEREAS, in March 2014, the City voters approved a measure for the City Council to authorize up to \$9.6 million of financing for TIF infrastructure in support of the selected PIAP projects, including New Moran project (the "Project"); and

WHEREAS, the City and New Moran have now engaged in a series of discussions and negotiations over a period of months which have focused on identifying a path, acceptable to the City, which New Moran can take in order to move its proposed Project to successful completion; and

WHEREAS, the City and New Moran both now desire to execute a document memorializing such a plan which specifically indicates their joint understanding that, upon New Moran's satisfaction of certain threshold requirements in its due diligence phase, the parties will

move to execute a Development Agreement as well as a Lease Agreement, which will then, subject to City Council approval, serve as the governing documents relative to the Project and the Property; and

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes Mayor Miro Weinberger, on behalf of the City, to execute the Attached Memorandum of Understanding between the City and New Moran, subject to the review and approval of the City Attorney.

UTILIZATION OF TIF FUNDS
FOR REPAYMENT OF HUD SECTION 108 LOAN
RE THE MORAN PROJECT

In the year Two Thousand Fourteen.....
Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, in 2009, the U.S. Department of Housing and Urban Development (HUD) released its Notice Of Funding Availability for the Brownfields Economic Development Initiative (BEDI), which made \$20 million available for that nationally competitive program; and

WHEREAS, BEDI funding, was deemed by the City to be an important resource to pursue for the then existing plan for the redevelopment of the Moran Plant; and

WHEREAS, the BEDI program required that an applicant submit an application for funding under the Section 108 Loan Guarantee Program for the project, in at least a 1:1 ratio of Section 108 to BEDI funds requested; and

WHEREAS, the City of Burlington is eligible to receive Community Development Block Grant funds as an entitlement city under HUD regulations, and is therefore eligible for funding under the Section 108 Loan Guarantee Program; and

WHEREAS, the City Council of the City of Burlington, Vermont, on June 1, 2009 approved the filing of an application for a Section 108 Loan Guarantee commitment in the amount of \$2,091,000, to meet requirements for a request for BEDI grant funds which application by the City was simultaneously filed in the amount of \$1,040,000, pursuant to the FY 2009 BEDI Notification of Funding Availability (NOFA); and

WHEREAS, on August 24, 2009, the City was informed that HUD had approved the City's BEDI grant application in the amount of \$1,040,000 and, on August 11, 2010, the City's

Section 108 Loan Guarantee Commitment application in the amount of \$2,091,000 was also approved, and the City then took steps to advance the then existing plan to redevelop the Moran plant including making a pledge to use tax increment financing (TIF) revenues from the Waterfront TIF District to repay the \$2,091,000 Section 108 Loan for use in conjunction with the BEDI grant for the Moran redevelopment (see attached March 21, 2011 City Council resolution); and

WHEREAS, on July 1, 2012, Mayor Miro Weinberger determined that the above referenced plan to redevelop the Moran plant was not feasible and announced that the City would explore new options for redevelopment of the Moran building as well as redevelopment of other Waterfront sites; and

WHEREAS, the City of Burlington engaged in an extensive, inclusive, very public, more than year-long Public Investment Action Plan (PIAP) which solicited over one hundred proposals for new projects in the City's Waterfront TIF District, culminating on January 13, 2014 with Mayor Miro Weinberger's announcement of a slate of six PIAP projects to be facilitated by the City's proposed investment of up to \$9.6 million of public investment and related costs; and

WHEREAS, among the slate of six PIAP projects advanced was the "New Moran" proposal; a mixed use redevelopment of the Moran building with a focus on multi-purpose arts and events space, local foods, and green energy innovation; and

WHEREAS, the City submitted amended applications for both the \$1,040,000 BEDI grant and the \$2,091,000 Section 108 Loan (the "Section 108 Loan") referenced above in order to reflect all changes relevant to the application as presented by the New Moran proposal; and

WHEREAS, on March 4, 2014, at the annual city meeting, the voters of the City approved by in excess of a 2/3 vote a ballot question to authorize City Council to pledge the credit of the City in a total principal amount not to exceed \$9.6 million dollars for public

improvements and related costs relative to the PIAP project; to include the \$2,091,000 Section 108 Loan for the New Moran project (see attached ballot question); and

WHEREAS, on June 27, 2014, the City received approval of its amended BEDI grant Section 108 Loan applications, and now seeks to have City Council pledge, and ratify to the extent necessary its earlier 2011 pledge, to use TIF revenues to repay the Section 108 Loan for use in conjunction with the BEDI grant as amended, and furthermore to authorize execution of said Section 108 Loan and BEDI grant agreement documents.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Burlington, Vermont hereby approves the Section 108 Loan and the pledge of the credit of the City in an amount not to exceed \$2,091,000, being incurred to finance improvements within the Waterfront TIF District as approved by the voters at the March 4, 2014 annual City meeting;

BE IT FURTHER RESOLVED that the promissory note to evidence the repayment of the Section 108 Loan, when incurred, shall be a valid and binding obligation of the City payable according to the terms and tenor thereof from tax increments from properties within the Waterfront TIF District, which tax increments may be pledged to the payment of the Section 108 Loan;

BE IT FURTHER RESOLVED that to secure the repayment of the Section 108 Loan, the City shall pledge present and future Community Development Block Grants;

BE IT FURTHER RESOLVED the full faith and credit of the City shall be pledged to payment of the Section 108 Loan in the event that the tax increments from properties within the Waterfront TIF District are not sufficient to pay the principal and interest on the Section 108 Loan Bonds;

BE IT FURTHER RESOLVED that the Mayor, the Chief Administrative Officer, and the Assistant Chief Administrative Officer for Finance are, and each one of them is, hereby authorized and directed to execute and deliver a contract for loan guarantee assistance with the Secretary of Housing and Urban Development, and to execute and deliver a pledge and

assignment of tax increment revenues as well as a pledge of future Community Development Block Grant (CDBG) grants as security for the Section 108 Loan, a fiscal agency agreement for advances and repayment of the Section 108 Loan, and such other agreements, certificates as to use of proceeds and all other documents, agreements and instruments necessary or convenient in connection with the Section 108 Loan and the repayment thereof, subject to the review by the City Attorney.

MINUTES

Park, Arts and Culture Committee Meeting

Monday, August 4, 2014

7:15-8:15 PM

Room 12, City Hall

Participants

Committee Members: Councilor Kurt Wright, Ward 4 (KW)
Councilor Vince Brennan, Ward 3 (VB) (not present)
Councilor Karen Paul, Ward 6 (KP)

Staff: Jen Francis, Parks Planner, DPR (JF)
Nate Wildfire, Assistant Director, CEDO (NW)
Kirsten Merriman Shapiro, Special Projects Manager, CEDO (KMS)
Rubi Simon, Library (BS)

Others: Tad Cooke, New Moran
Erick Crockenberg, New Moran

1) Approval of agenda & draft minutes from 6/18

- Meeting came to order at 7:20 pm
- Motion to approve agenda as is (Paul/Wright); approved
- 6/18 minutes will be approved at next meeting

2) Public Forum

- No comment

3) WAN Update (Shapiro)

- Ground breaking, 8/5 at 1 pm
- SD Ireland is the GC, with multiple oversight contracts
- Renderings of site plan and Skatepark shared with committee
- (KW) When will Bike Path work begin?
 - (KMS) Construction is focused on stormwater & utilities this fall, with Bike Path & finish items next spring; **will provide construction schedule update at next PACC meeting**

4) PIAP Update (Wildfire)

- Consultant, Ken Braverman, was hired to support PIAP development

- Working to advance MOUs, the purpose of which is to outline a series of milestones alongside a timeline
- New Moran MOU draft review
 - New Moran has the largest dollar figure and is the most complex project
 - Asking PACC to recommend the draft MOU & draft resolution to the full City Council
 - New Moran milestones
 - i. Phase 1: Due diligence via findings report on Nov 15 from New Moran team (to include funding feasibility analysis, hard budgets & sources, operations & financing plans, prelim P&Z review)
 - ii. Phase 2: development of agreement/terms sheet by the City (January – March)
- (KP) Voted in support of the NM MOU at BOF
- (KMS) Seeking support of related resolution regarding to the BEDI 108 loan
 - Approved by voters in March 2014
 - Will also be coming to City Council August 11 along with NM items
- Motion to support the New Moran draft MOU, the New Moran draft resolution and the BEDI 108 resolution (Paul/Wright); approved

5) Fletcher Free Update

- Consultant selection for long-range plan
 - Twelve consultants interested, selected Maureen Sullivan
 - Working in collaboration with ECHO because museums & libraries have similar funding sources/opportunities
 - Maureen getting the nine-month process started August 28
 - Steering committee will be organized to facilitate focus groups & community meetings
 - The cost of the plan is \$20,000
- (KW) Is the library involved in public safety discussion of needles?
 - (RS) Beginning conversations on options; it's beyond the issue of needle disposal alone; have been working with the PD to help with situations (key system, staff training, walkthroughs)

6) Parks Project Update (Francis)

- Bike Path Rehabilitation – Construction Phase 1a currently out for bid
 - Area between Perkins Pier through Waterfront Park
 - Pre-bid meeting held today
 - Bids due August 18, 3pm
 - BOF and Council approvals weeks of 9/1 & 9/8, respectively
 - Notice to proceed week of 9/8
 - Substantial completion by December 15
 - Design will continue on Phase 1b (Urban Reserve to North Beach and pause places) over the winter with plans for construction in the Spring and Fall of 2015
- Parks Master Plan
 - Draft review through September
 - PMP slated to be finalized in fall and adopted into the MDP over the winter
 - Draft is available for review online: www.burlingtonvt.gov/planBTV/Parks-Master-Plan
 - **PACC review of PMP draft at next meeting**
- Wrapping up summer PFP projects, starting fall projects
 - Baird & Rock Point Community Garden improvements – Baird shed successful partnership with Resource & Youthbuild
 - Roosevelt Improvements – volunteer planting effort
 - Oakledge Park Siting Study – precursor to accessible playground design
 - Leddy Arena locker room renovation – to support Lumberjacks & BHS hockey

- Calahan Bentley Field – drainage improvements funded by the South End Little League
- Wayfinding – follow up to PMP and department branding

7) Other items

- None

8) Confirmation of next meeting date

- Proposal to meet on the Third Wednesday of the month
- Next meeting tentatively scheduled for September 17, 5:30 pm

9) Adjournment

- Meeting adjourned at 7:59 PM