



Monday, December 11, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM

5:00 pm, Contois Auditorium OR Remotely via ZOOM:

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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	December 11, 2023 - Regular City Council Meeting - Monday, December 11, 2023, 5:00 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 7.22. Communication: Selena Kunkel, re: Ceasefire Resolution; add to the consent agenda item 7.23. Communication: Jay Strauss, re: wood stoves in Burlington Vermont; add to the consent agenda item 7.24. FY2023 Annual Report - Burlington - CCRPC; add to the consent agenda item 7.25. Communication: Natalie Talbott, re: I DEMAND A CEASEFIRE; add to the consent agenda item 7.26. Communication: Mark Leopold, re: Burlington City Council Meeting December 11, 2023; add to the Deliberative Agenda Item 8.2. Resolution: A Community Statement Of Solidarity In Response To The Shooting Of November 25, 2023 (Councilor Traverse); note proposed amendments for agenda item 8.5. (per Councilor Barlow)

2. Communication: CEDO, re: City Place, Post Apartments and Cambrian Rise Update (expected executive session) 5:00 pm - 6:00 pm

Subject	2.1. Communication: CEDO, re: City Place, Post Apartments and Cambrian Rise Update (expected executive session) 5:00 pm - 6:00 pm
Meeting	December 11, 2023 - Regular City Council Meeting - Monday, December 11, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM

Category	2. Communication: CEDO, re: City Place, Post Apartments and Cambrian Rise Update (expected executive session) 5:00 pm - 6:00 pm
Department	Council and Board
Type	Action Procedural
Recommended Action	Move to find that premature general public knowledge of real estate negotiations pertaining to the City Place project, The Post Apartments and the Cambrian Rise development would clearly place the City at a substantial disadvantage because the City risks disclosing its negotiating strategy if it discusses the proposed contract terms or negotiations in public. Based on the finding of substantial disadvantage, I move that we enter into executive session to discuss real estate negotiations under the provisions of 1 V.S.A. 313(1)(1)(A) and (2).

3. FY2023 Annual Report - Burlington - CCRPC 6:00 pm -6:15 pm

Subject	3.1. FY2023 Annual Report - Burlington - CCRPC
Meeting	December 11, 2023 - Regular City Council Meeting - Monday, December 11, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	3. FY2023 Annual Report - Burlington - CCRPC 6:00 pm -6:15 pm
Department	Clerk/Treasurer's Office
Type	Information Report

4. Public Forum: Time Certain: 6:30 pm **See above for signup instructions**

Subject	4.1. Verbal Comments
Meeting	December 11, 2023 - Regular City Council Meeting - Monday, December 11, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	4. Public Forum: Time Certain: 6:30 pm **See above for signup instructions**
Department	Council and Board
Type	Action Procedural
Recommended Action	open the Public Forum close the Public Forum

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

Subject	5.1. Climate emergency reports
Meeting	December 11, 2023 - Regular City Council Meeting - Monday, December 11, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Climate Emergency Reports (5 - 10 mins.)
Department	Council and Board

Type Information

6. Public Health and Safety Emergency Updates (5 - 10 mins.)

Subject	6.1. Verbal reports
Meeting	December 11, 2023 - Regular City Council Meeting - Monday, December 11, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Public Health and Safety Emergency Updates (5 - 10 mins.)
Department	Council and Board
Type	Information

7. Consent Agenda

Subject	7.1. Motion to adopt the consent agenda (as amended) and take the actions indicated
Meeting	December 11, 2023 - Regular City Council Meeting - Monday, December 11, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Council and Board
Type	Action (Consent) Procedural

Recommended Action Motion to adopt the consent agenda and take the actions indicated

Subject	7.2. Authorization for Contract with Matrix Consulting Group for City of Burlington Operational Efficiency Study and Approval for Budget Amendment to Affect Contract - Mayor and CAO
Meeting	December 11, 2023 - Regular City Council Meeting - Monday, December 11, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)

Recommended Action to approve and authorize the Chief Administrative Officer to reassign \$100,000 within the Assigned Fund Balance from the Jobs & People Study to Opportunities to Increase Revenues or Efficiencies

Subject	7.3. Vt Center for Crime Victim Services - "Victims of Crime Act" (VOCA) grant (Grant # 02100-FY24/25-CN) - CEDO/CJC
Meeting	December 11, 2023 - Regular City Council Meeting - Monday, December 11, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Community & Economic Development Office (CEDO)

Type	Action (Consent)
Recommended Action	to approve the acceptance of Grant # 02100-FY24/25-CN in the amount of \$140,164 for FY24 and to authorize CEDO Director Pine or his designee to sign the grant acceptance and any necessary related documents, after review and approval by the City Attorney's Office
Subject	7.4. Request to Execute a Contract with Studio RENZ+OEI for the design and construction of the kiosk at City Hall Park - CEDO
Meeting	December 11, 2023 - Regular City Council Meeting - Monday, December 11, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action (Consent)
Recommended Action	to approve and authorize the Director of the Community & Economic Development Office to enter into a contract with Studio RENZ+OEI for the purposes of designing and constructing the kiosk at City Hall Park, with a cost of up to \$213,000 and a 15% contingency, for a total authorization and maximum limiting amount of \$244,950 subject to final review and approval of the City Attorney's Office
Subject	7.5. Community Partnership for Neighborhood Development Grant Acceptance - CEDO
Meeting	December 11, 2023 - Regular City Council Meeting - Monday, December 11, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action (Consent)
Recommended Action	to approve and authorize the Director of the Community & Economic Development Office to execute the Grant Award Conditions and Acknowledgements Form from the Agency of Commerce and Community Development (ACCD) for the conceptual design of the public realm elements of the South End Coordinated Redevelopment area and to accept and execute a reimbursable grant with ACCD, in an amount up to \$133,000 and further authorize the upfront expenditure of such grant funds on the condition that such grant funds are reimbursed pursuant to the grant terms, subject to final review and approval by the City Attorney's Office
Subject	7.6. Request for Approval of Contract for the Long Term Climate Resilient Evaluation for North Plant Sewer Siphon - DPW - Water Resources
Meeting	December 11, 2023 - Regular City Council Meeting - Monday, December 11, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Public Works Department - Water Resources
Type	Action (Consent)

Recommended Action	to approve and authorize the Director of Public Works' execution of a contract with Stantec Consulting Services, Inc. for the long term climate resilient siphon repair, for a Maximum Limiting Amount of \$182,793.62 with authorization for contingency funding of an additional \$8,000.00, for a total authorized expenditure not to exceed \$190,793.62, subject to the review and approval of the City Attorney's Office
Subject	7.7. Request for Acceptance of American Rescue Plan Act (ARPA) 2023 Pretreatment Grant Funds for Businesses and Municipalities - DPW - Water Resources
Meeting	December 11, 2023 - Regular City Council Meeting - Monday, December 11, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Public Works Department - Water Resources
Type	Action (Consent)
Recommended Action	1. To authorize the Director of Public Works to execute a grant agreement for \$342,125 with the Vermont Department of Conservation for ARPA Pretreatment Grant pass-through funds to be used for pretreatment equipment replacement at the Edlund facility located at 319 Queen City Park Road, subject to the prior review and approval of the City Attorney's Office. 2. To authorize the Director of Public Works to execute a sub-award agreement with Edlund Company, LLC for ARPA Pretreatment Grant pass-through funds in amount not to exceed \$342,125 to be used for pretreatment equipment replacement at the Edlund facility located at 319 Queen City Park Road, subject to the prior review and approval of the City Attorney's Office.
Subject	7.8. Authorization to Execute Contracts with On-Call Water Resources Sewer Collection System Filming and Clean Contractors - DPW - Water Resources
Meeting	December 11, 2023 - Regular City Council Meeting - Monday, December 11, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. 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 two (2) water resources CCTV contractors (BP Wastewater Services LLC and P&P Septic), each with a maximum limiting amount of \$150,000, for a total authorized expenditure not to exceed \$300,000, subject to review and approval by the City Attorney
Subject	7.9. Re-classification/retitling of one position - BPRW/HR
Meeting	December 11, 2023 - Regular City Council Meeting - Monday, December 11, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Parks, Recreation, & Waterfront
Type	Action (Consent)

Recommended Action	to approve the retitling and reclassification of the Land Steward, a regular, full-time, exempt, Non-union, Grade 18 position to the City Land Steward, a regular, full-time, exempt, Grade 20 position in the Department of Parks, Recreation & Waterfront, and further authorize back pay in the amount of \$6,807.82 to the incumbent, retroactive to 7/1/22
Subject	7.10. Updates to the 2019 Investment Policy Statement - Retirement Board
Meeting	December 11, 2023 - Regular City Council Meeting - Monday, December 11, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Retirement Administration
Type	Action (Consent)
Recommended Action	to approve and ratify the attached Investment Policy Statement for the Burlington Employees' Retirement System
Subject	7.11. Communication: Kim Hornung-Mercy, re; 11/20/23 CC PF
Meeting	December 11, 2023 - Regular City Council Meeting - Monday, December 11, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place it on file
Subject	7.12. Communication: Nora Thomas, re: City Council Meeting Agenda 11/20/23
Meeting	December 11, 2023 - Regular City Council Meeting - Monday, December 11, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place it on file
Subject	7.13. Communication: County Assistant Judges, re: Pre-Budget Meeting
Meeting	December 11, 2023 - Regular City Council Meeting - Monday, December 11, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. 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	7.14. Communication: John Day, re: Downtown is becoming more like Portland; it should be becoming more like Milwaukee
Meeting	December 11, 2023 - Regular City Council Meeting - Monday, December 11, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place it on file
Subject	7.15. Communication: Ian Drury, re: Genderless bathroom option
Meeting	December 11, 2023 - Regular City Council Meeting - Monday, December 11, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place it on file
Subject	7.16. Communication: Anthony Sini, re: the use of hard drugs on the streets of Burlington
Meeting	December 11, 2023 - Regular City Council Meeting - Monday, December 11, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place it on file
Subject	7.17. FIO Documents
Meeting	December 11, 2023 - Regular City Council Meeting - Monday, December 11, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office

Type	Action (Consent) Communication Information
Recommended Action	for information only
Subject	7.18. Resolution: Authorization For Up To \$95,000 Step 1 Loan From Vermont Clean Water State Revolving Fund For Preliminary Engineering Of Stormwater Outfalls (TO-0104 and TO-0022) Repair (Board of Finance)
Meeting	December 11, 2023 - Regular City Council Meeting - Monday, December 11, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Public Works Department - Water Resources
Type	Action (Consent) Resolution
Recommended Action	waive the reading and adopt the resolution
Subject	7.19. Resolution: Authorization For Up To \$105,000 Step 1 Loan From Vermont Clean Water State Revolving Fund For Preliminary Engineering Of Stormwater Outfall (TO-0097) Repair (Baord of Finance)
Meeting	December 11, 2023 - Regular City Council Meeting - Monday, December 11, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Public Works Department - Water Resources
Type	Action (Consent) Resolution
Recommended Action	waive the reading and adopt the resolution
Subject	7.20. Resolution: Authorization For Up To \$315,000 Step 1 Loan From Vermont Clean Water State Revolving Fund For Planning Of Future Stormwater Outfall Repairs (Board of Finance)
Meeting	December 11, 2023 - Regular City Council Meeting - Monday, December 11, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Public Works Department - Water Resources
Type	Action (Consent) Resolution
Recommended Action	waive the reading and adopt the resolution
Subject	7.21. Resolution: Release Of Certain Glebe And Perpetual Lease-Land Interests And Revisions Of The City Of Burlington Perpetual Lease-Land Interests List (Councilor Traverse)

Meeting	December 11, 2023 - Regular City Council Meeting - Monday, December 11, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Council and Board
Type	Action (Consent) Resolution
Recommended Action	waive the reading and adopt the resolution
Subject	7.22. Communication: Selena Kunkel, re: Ceasefire Resolution
Meeting	December 11, 2023 - Regular City Council Meeting - Monday, December 11, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	7.23. Communication: Jay Strauss, re: wood stoves in Burlington Vermont
Meeting	December 11, 2023 - Regular City Council Meeting - Monday, December 11, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	7.24. FY2023 Annual Report - Burlington - CCRPC
Meeting	December 11, 2023 - Regular City Council Meeting - Monday, December 11, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. 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	7.25. Communication: Natalie Talbott, re: I DEMAND A CEASEFIRE

Meeting	December 11, 2023 - Regular City Council Meeting - Monday, December 11, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	7.26. Communication: Mark Leopold, re: Burlington City Council Meeting December 11, 2023
Meeting	December 11, 2023 - Regular City Council Meeting - Monday, December 11, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file

8. Deliberative Agenda

Subject	8.1. Resolution: Support Of The Three Young Men Of Palestinian Descent Victimized By A Senseless Act Of Hate And Honoring The Burlingtonians Who Helped Them - And Calling For A Permanent Ceasefire Between Israel And Palestine (Councilors Dieng, Magee, Bergman)(30 mins.)
Meeting	December 11, 2023 - Regular City Council Meeting - Monday, December 11, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	8. Deliberative Agenda
Department	Council and Board
Type	Action Resolution
Recommended Action	waive the reading and adopt the resolution
Subject	8.2. Resolution: A Community Statement Of Solidarity In Response To The Shooting Of November 25, 2023 (Councilor Traverse)
Meeting	December 11, 2023 - Regular City Council Meeting - Monday, December 11, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	8. Deliberative Agenda
Department	Council and Board

Type	Action Resolution
Recommended Action	waive the reading and adopt the resolution
Subject	8.3. Resolution: March 5, 2024 Annual City Meeting --Proposed Charter Change Re: Policing (Joint Charter and Ordinance Committee)(30 mins.)
Meeting	December 11, 2023 - Regular City Council Meeting - Monday, December 11, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	8. Deliberative Agenda
Department	Council and Board
Type	Action Resolution
Recommended Action	Adopt the resolution and warn the proposed charter change for 2 public hearings pursuant to 17 V.S.A. Sec. 2645.
Subject	8.4. Resolution: March 5, 2024 Annual City Meeting Charter Change Re: Electric Department (Board of Finance)(10 mins.)
Meeting	December 11, 2023 - Regular City Council Meeting - Monday, December 11, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	8. Deliberative Agenda
Department	Council and Board
Type	Action Resolution
Recommended Action	waive the reading and adopt the resolution
Subject	8.5. Resolution: Implementation Of A Carbon Pollution Impact Fee For New Construction And Large Existing Commercial And Industrial Buildings 25,000 Square Feet Or Larger (Councilor Bergman)(10 mins.)
Meeting	December 11, 2023 - Regular City Council Meeting - Monday, December 11, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	8. Deliberative Agenda
Department	Council and Board
Type	Action Resolution
Recommended Action	refer the resolution to the TEUC for consideration at its next meeting

9. Committee Reports

Subject	9.1. Verbal reports
Meeting	December 11, 2023 - Regular City Council Meeting - Monday, December 11, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	9. Committee Reports

Department	Council and Board
Type	Information

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

Subject	10.1. Verbal reports
Meeting	December 11, 2023 - Regular City Council Meeting - Monday, December 11, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	10. City Council - General Affairs (up to 15 mins.)
Department	Council and Board
Type	Information

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

Subject	11.1. Verbal reports
Meeting	December 11, 2023 - Regular City Council Meeting - Monday, December 11, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	11. City Council President - Council Updates (up to 5 mins.)
Department	Council and Board
Type	Information

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

Subject	12.1. Verbal reports
Meeting	December 11, 2023 - Regular City Council Meeting - Monday, December 11, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	12. Mayor - General Affairs (up to 10 mins.)
Department	Council and Board
Type	Information

13. Adjournment

Subject	13.1. Motion to adjourn
Meeting	December 11, 2023 - Regular City Council Meeting - Monday, December 11, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	13. Adjournment
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adjourn

14. Informational and Non-Discrimination Statements

Subject	14.1. This agenda is available in alternative formats upon request. For more information on access, call Lori Olberg, Licensing, Voting and Records Coordinator (802-865-7136)(TTY 802-865-7142). Persons with disabilities who require assistance or special arrangements to participate are encouraged to contact 802-865-7000 (voice) or 802-865-7142 (TTY) at least 72 hours in advance so that proper arrangements can be made. This meeting will also air on Town Meeting TV the Wednesday after the meeting, starting at 8:00 pm and repeating at 1:00 am and 7:00 am the following day. The City of Burlington will not tolerate unlawful harassment or discrimination on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status or genetic information.
Meeting	December 11, 2023 - Regular City Council Meeting - Monday, December 11, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	14. Informational and Non-Discrimination Statements
Department	Council and Board
Type	Information

FY2023 ANNUAL REPORT

-BURLINGTON-

The Chittenden County Regional Planning Commission (CCRPC) is a political subdivision of the State created by the municipalities of Chittenden County in 1966 for the development of policies, plans and programs that address regional issues and opportunities in Chittenden County. The CCRPC also serves as the region's federally designated metropolitan planning organization (MPO) and is responsible for transportation planning with our municipalities, state and federal agencies and other key stakeholders in Chittenden County. The CCRPC is governed by a 29-member board consisting of one representative from each of the County's 19 municipalities, transportation representatives and, at-large members representing the interests of agriculture, environmental conservation, business, and housing/socio-economic. CCRPC's vision is to be a pre-eminent, integrated regional organization that plans for healthy, vibrant communities, economic development, and efficient transportation of people and goods while improving the region's livability. [Click here](#) to learn more about the CCRPC.

In FY23, the CCRPC invested over \$7 million in regional land use, transportation, emergency management, energy, natural resources, public engagement, training, and technical assistance. The program leverages around \$6.5 million in Federal and State investment with \$255,408 in municipal dues and around \$250,000 in local match for specific projects—a 13:1 return on local investment.

Burlington representatives to the CCRPC Board and other committees in FY23 were:

- CCRPC Representative: Andy Montroll; Alternate: vacant
- Transportation Advisory Committee (TAC): Norm Baldwin
- Planning Advisory Committee (PAC): Meagan Tuttle
- Clean Water Advisory Committee (CWAC): James Sherrard
- Regional Emergency Management Committee (REMC): Michael LaChance - Fire Chief, Derek Libby – Deputy Fire Chief

To access this report online follow the below link or QR code. Then look for Annual Reports in the right column:



<https://www.ccrpcvt.org/our-communities/burlington/>

Specific activities the CCRPC is engaged in with Burlington as well as CCRPC's regional activities, are discussed in the following sections.

Burlington Activities

In FY2023, the CCRPC provided assistance to Burlington on the following projects and initiatives:

- **Battery Street Corridor Study-** The [Battery Street Corridor Study](#) will identify improvements to support all modes of transportation, adjacent parks, adjacent businesses, stormwater, and enhance the street as a gateway between the downtown and waterfront districts. This Corridor Study is about halfway through with draft alternatives being developed in early FY24. Total consultant budget: \$109,815
- **Right-of-Way Condition Inventory (Phase 3):** This project involves a multi-year effort to create a comprehensive condition inventory of the City's right-of-way, to determine the feasibility of implementing stormwater retrofits to treat and manage stormwater runoff from City streets. This inventory process will allow Burlington's Stormwater Program to coordinate, plan, and execute retrofits ahead of other City transportation and asset management projects. Phase 1 included an inventory of Wards 5 and 6, while Phase 2 (completed in FY22) included an inventory in Wards 2 and 3. Wards 1 and 8 are the areas covered under Phase 3. Work on Phase 3 will continue into the fall of 2023. Total consultant budget for all phases: \$122,000
- **DI Block Grant - Burlington/CHT/Pomerleau 3 acre project** - The CCRPC administered this public-private 3-acre gravel wetland grant to create a final design for a gravel wetland in an area south of the Shelburne Road Plaza and Champlain Housing Trust property. The proposed gravel wetland will provide phosphorus and sediment removal mechanisms as well as attenuate flows. In FY23, total consultant funds were \$40,925. Total consultant budget: The project will wrap up in the fall of 2023.
- **All Hazards Mitigation Plan Update-** CCRPC supported the readoption of The City of Burlington's All Hazards Mitigation Plan by FEMA in late May.
- **Burlington South End Multimodal Feasibility Study:** This study examined the feasibility of a transit center and potential housing at 68 Sears Lane in Burlington, investigated site layout options, developed conceptual construction cost estimates, investigated potential funding streams for the project, and supported stakeholder outreach. This project and [the final report](#) was finalized in December. Total consultant budget: \$30,000
- **Property Transportation Plan:** The Burlington Electric Department (BED) and the Burlington 2030 District (BTV 2030) are partnering to reduce vehicle miles travelled and transportation emissions in Burlington's commercial and affordable multiunit sectors via the development and implementation of customized Property Transportation Plans (PTP). Through extensive stakeholder engagement, including transportation survey administration and analysis, the PTPs provided customized transportation demand management-related recommendations and opportunities to reduce transportation emissions and VMT of building occupants, including owners, employees, or tenants. This was a two-phase project in FY22 and FY23. Total consultant budget for both phases: \$20,000.
- **Regional Energy Planning and Transportation Electrification Support-** CCRPC shared VEIC's Guide to EV Fleet Charging Management and assisted the City of Burlington to possibly apply for VT Diesel Emissions Reductions Financial Assistance Program to replace a dump truck. CCRPC also met with BED staff regarding the details of the Municipal Energy Resilience Program (MERP) and gathered data about municipal budgeting for EV chargers in each municipality and shared with City staff.
- **Burlington Amtrak Multimodal Connections Study:** This study evaluated opportunities for multimodal connections to the Burlington Amtrak station. It also addressed the gaps and barriers to accessing these connections to better serve Amtrak users and foster seamless connections to area amenities and services. [The final report](#) was completed in June.
- **Burlington Impact Fee Study – Revision & Expansion:** The CCRPC and the City are working with a consultant to update their transportation impact fees. In a related effort, the City is working with a separate consultant to update fees associated with fire, police, parks, library, and schools. CCRPC and City staff are coordinating with the two consultants as the work is closely related and builds off the same

base assumptions of household and employment growth. Draft impact fees will be reviewed and revised in early FY24 with the work anticipated to be completed by the end of the calendar year. Total consultant budget for this project: \$54,000

- **Chittenden County Brownfields Program:** In May 2023, CCRPC secured a competitive EPA grant of \$500,000 for Brownfields Assessment and Cleanup Planning over the next four years to aid property owners, potential developers and municipalities in investigating environmental issues before potential property redevelopment. This year, using separate funds provided by the Agency of Commerce and Community Development the program has provided funding to assess perceived or real contamination issues in Burlington at 314 North Winooski Ave (formerly Champlain Transmission), 300 Flynn Ave (Howard Center), 782 South Winooski, 176 South Winooski Ave (VFW Post 782 building and 168 Archibald St. The CCRPC has also received \$50,000 from ACCD in May 2023 for site assessment and cleanup planning with the potential to receive additional funds if more sites are identified needing such assistance.
- **Byway Coordination:** Chittenden County includes eight of Lake Champlain Byway's 22 communities: Milton, Colchester, Winooski, Essex Junction, Burlington, South Burlington, Shelburne, and Charlotte. CCRPC staff maintained the [Byway website](#) including a helpful [Interactive Map](#). Additionally, CCRPC continued funding during the summer for the [Byway's audio stories App & Phone line](#).
- **Technical Assistance:** CCRPC staff provided a variety of technical assistance to the Town, including:
 - Collaborating on the City's Safe Streets for All (SS4) grant application
 - Development of an action plan for prioritizing traffic signal upgrades and maintenance. The prioritization methodology used criteria such as proximity to schools, opportunity index, traffic volumes, and crash data in addition to condition of the assets.
 - Collaborating on the City's SMART grant application
- **Traffic Counts:** 15 Automatic Traffic Counts and 4 Turning Movement Counts were conducted in Burlington this year. Traffic counts conducted in support of Burlington's Transportation projects and studies can be [found here](#).
- **Elders and Persons with Disabilities (E&D) Transportation Program:** [The Chittenden County E&D Transportation Program](#) supports community members through affordable transportation to medical appointments, access to fresh food at the grocery store, and social visits. In FY23, 2,369 trips were provided to Burlington residents as part of this program.

Burlington Projects in the Transportation Improvement Program (TIP)

[The TIP](#) is a prioritized, multi-year list of transportation projects in Chittenden County. To receive federal funds, each transportation project, program, or operation must be authorized through the TIP. Burlington projects included in the TIP are listed below. These projects are also included in the Vermont Agency of Transportation Capital Program.

- **Calahan Sidepath:** 2022 Transportation Alternatives Grant (\$286,400) to construct 700 feet of path along the north side of Locust Street.
- **Champlain Parkway:** \$66 million project with construction beginning in 2022.
- **Church Street Side Streets – Cherry Street:** Burlington received \$14 million in Congressionally Directed Funding to make a generational investment in Cherry Street to increase pedestrian access to the Church Street Marketplace.
- **Class I Town Highway Paving:** \$16.7 million for paving US2, US7 and Alt US7. Paving to be completed in

2023.

- **Colchester Avenue/ Barrett Street/ Mill Street Intersection Improvements:** New regionally driven project added to the VTrans Capital Program in 2022. Project schedule to be determined.
- **Colchester Avenue/ Prospect Street Intersection Improvements:** New regionally driven project added to the VTrans Capital Program in 2022. Project schedule to be determined.
- **Intervale Road Rail Crossing Improvements:** \$525,000 to improve the rail crossing on Intervale Road in F24.
- **Intervale Road Shared Use Path** 2021 VTrans Bicycle & Pedestrian Program award of \$1.162 million for a shared use path on Intervale Road from Riverside Avenue to the Intervale Center.
- **Lake Street Sidewalk and Stormwater Management:** 2021 Transportation Alternatives award of \$300,000 for a 150-foot long, 12-foot-wide shared use path on the north side of Lake Street.
- **Queen City Park Road Sidepath:** 2022 VTrans Bicycle and Pedestrian Program award for \$828,000 to construct a path along Queen City Park Road between Central Avenue and Austin Drive.
- **Railyard Enterprise Project:** \$15 million for multi-modal transportation infrastructure improvements between the Pine Street corridor and the Burlington Waterfront South. Funding schedule to be determined.
- **Reconnecting Downtown Burlington:** 2023 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant (\$22,384,000) to fund final design and construction activities to rebuild Bank Street, Cherry Street, and sections of Pine Street and St Paul Street.
- **Schifillitti Park Shared Use Path:** \$285,727 Transportation Alternatives award for construction of a path between James Avenue and Gosse Court. Construction scheduled for 2024.
- **Shelburne Street Roundabout:** \$10 million for roundabout to be constructed at Shelburne St./South Willard St./St. Paul St. Construction to be completed in 2023.
- **Stormwater Management Improvements on Main Street:** \$475,000 Municipal Highway and Stormwater Mitigation Program award for stormwater improvements in FY24.

FY2024 CCRPC Work Program		
Project Name	Brief Description	Total Budget
Shelburne St / Home Ave Intersection Scoping (Burlington)	This project will scope the alternative options and select a preferred alternative to improve safety and efficiency at this heavily traveled intersection, as this is identified as a VTrans high-crash location based on 2012-2016 crash records. This project could be completed within approximately one year.	\$60,000
planBTV: New North End	This plan will build off the work completed as part of the 2015 North Avenue Corridor Study and will provide direction on how to prioritize funding for identified capital investments as the neighborhood evolves to be denser, more walkable and transit accessible.	\$200,000
Universal Access to Burlington Parks	This project will assess all of Burlington's parks to identify ADA-related deficiencies that create barriers for access to each park and to specific eligible destinations within each park. It will also review best practices, community partners, and recommend strategies that can bridge transportation barriers to parks for people with limited mobility.	\$50,000
VT 127 Shared Use Path Scoping & Feasibility Study	This project will complete scoping for new access points to and from the 127 path, assess the feasibility of widening the path, and assess the crash history of vehicles from SR 127 striking the fence that separates the roadway from the path.	\$150,000
Coordinated Short Term Bicycle and Pedestrian	This is a request for technical assistance to develop an Active Transportation Count Methodology for the City of Burlington.	CCRPC staff assistance

Counts Workplan		only
Property Transportation Plan	Previous UPWP funding assisted Burlington Electric Department (BED) and the Burlington 2030 District (BTV 2030) to develop customized Property Transportation Plans (PTP). Additional UPWP funding will bolster and hone the PTP template, survey distribution and analysis, completion of new PTPs, and engagement, outreach and follow-up with property owners and managers.	\$6,750
Cottage Grove, Stanbury Road, and Green Acres Drive Sidewalk Scoping	This project will work with a consultant to develop a scoping report to facilitate development of sidewalks within the New North End.	\$50,000
Traffic Modeling of Shelburne Street	This project will require technical assistance from CCRPC staff to update traffic data and traffic models for Shelburne St. The purpose is to obtain current traffic data and projections as Burlington prepares for a future corridor study, following completion of the Champlain Parkway project.	CCRPC staff assistance only
Northern Waterfront Connectivity Study	This project will engage the community and adjacent landowners to scope the alternatives, identify opportunities and constraints, and identify the preferred alternatives and cost estimates to fill gaps in the sidewalk and path network for improved connections to the northern waterfront.	\$30,000

Regional Activities

- ECOS Plan Implementation and Update:** The [2018 Chittenden County ECOS Plan](#) (Environment; Community; Opportunity; Sustainability) is the regional plan for Chittenden County and combines the Regional Plan, the Metropolitan Transportation Plan, and the Comprehensive Economic Development Strategy into one. [The ECOS Scorecard](#) monitors the accomplishments and progress indicators for all 17 of the ECOS goals. CCRPC began updating the ECOS plan for the next five years in FY 2023 for intended adoption in 2024.
- Public Engagement and Racial Equity:** The CCRPC continued to build organizational capacity to address systemic racism and inequities in our communities through the following actions:
 - Hiring a full time Equity & Engagement Manager to lead organizational and project-specific equity and racial justice efforts.
 - Facilitating, providing, and/or taking advantage of educational opportunities for our staff, municipalities, and other local and regional partners.
 - Strengthening existing relationships and partnerships and forging new ones with community organizations, grassroots organizers, and individuals working directly with marginalized communities.
 - Supporting and facilitating an [Equity Advisory Committee](#) to guide CCRPC's equity work.
 - Drafting an organizational Equity Statement and Equity Action Plan, building off of recommendations from the Creative Discourse Group's [Organizational Equity Assessment](#).
 - Beginning to explore and design a community capacity building grant program using FHWA funds to increase trust, education, and participation from marginalized communities in CCRPC's transportation decision-making.
- Chittenden County Comprehensive Economic Development Strategy:** With federal funding from the US Economic Development Administration (EDA), CCRPC completed a Comprehensive Economic Development Strategy (CEDS) in concert with the Addison, Rutland and Central VT regions -- collectively called the [West Central Vermont CEDS](#). The CEDS identifies priority economic development strategies and projects and will be used by a variety of federal and state funding programs when making grant decisions. The West Central Vermont CEDS was approved by EDA in June 2023.

- **Housing:** The Building Homes Together campaign is a collaboration between CCRPC, Champlain Housing Trust, and Evernorth that focuses on the production of much-needed housing in Chittenden County through outreach, education, and advocacy efforts. The Building Homes Together 2.0 campaign was launched in fall 2021 with the goal of building 5,000 homes by 2025 for people of all incomes, including at least 1,250 affordable homes. Review the latest housing data, infographics, and press releases [here](#). In 2023, the Legislature passed the [HOME Act](#) (S.100/Act 47) changing municipal zoning requirements in an effort to encourage more housing production.
- **Mapping Assistance:** The CCRPC has many [mapping applications](#) to assist municipalities with planning. Applications include dashboards, town plan mapping, zoning maps, thematic and analytical mapping of natural, cultural and transportation resources. CCRPC has also built an [ArcGIS Urban](#) model that supports land use scenario planning and impact assessment.
- **Regional Energy Planning:** The CCRPC continued initiatives to support the [Region's Enhanced Energy Plan](#), Statewide Comprehensive Energy Plan, and emerging climate goals. With guidance from CCRPC's Long-Range Planning Committee's Energy Sub-committee, the CCRPC drafted the ECOS Plan's enhanced energy plan sections to be consistent with the 2022 Department of Public Service's Energy Planning Standards. CCRPC shared guidance on how to address climate change in land use regulations with municipal planning offices and planning commissions, and via state-wide presentations with VT Fish & Wildlife. Lastly, with Drive Electric Vermont, the CCRPC engaged municipal planning offices regarding strategies on how to develop electric vehicle charger plans.
- **Regional Energy Implementation:** The CCRPC provided information regarding the federal Energy Efficiency and Conservation Block Grant (EECBG) Program, the Inflation Reduction Act, and electric vehicle incentives. CCRPC provided technical support to municipalities regarding the state-wide [Municipal Energy Resilience Program](#) for municipal buildings.
- **Public Transportation Planning:** The CCRPC remains engaged with [Green Mountain Transit](#) (GMT) in a wide variety of public transit planning projects and initiatives to support the continued development of a transportation system that is efficient, equitable and environmentally sustainable. Within the CCRPC's FY23 [UPWP](#), \$442,840 was allocated to GMT for transit planning in Chittenden County.
- **Regional Technical Assistance:** This includes, but is not limited to, municipal technical assistance for various transportation issues, GIS mapping, and bylaw revisions, Act 250/Section 248 application reviews, grant administration and grant application assistance for plans, federal grant assistance, projects and initiatives at the local level.
- **Transportation Demand Management (TDM):** CCRPC and VTrans managed the second year of [Park Your CARbon](#), formerly the Way to Go! Challenge. This outreach and education program encourages sustainable transportation by demonstrating the environmental and financial benefits of non-single occupant vehicle travel. The CCRPC participated in CATMA's inaugural [Transportation Summit](#) and their [Transportation Coordinator](#) (TC) Network program and events to learn from other TC Network members about employee TDM benefits and programs. TDM partners include: the Chittenden Area Transportation Management Association (CATMA), CarShare VT, the University of Vermont, Green Mountain Transit (GMT), Local Motion, Bird Bikeshare, Go! Vermont/VTrans, NetZero Vermont/Walk to Shop, and United Way.
- **Walk/Bike Planning:** The CCRPC completed the [2022 Regional Active Transportation Plan \(ATP\)](#), which serves as the active transportation element of the long-range Metropolitan Transportation Plan (MTP). The ATP includes a recommended regional network with prioritized project list, as well as programs and policies to support active transportation throughout the region. CCRPC staff collaborated with TDM partners and local municipalities to relaunch the regional bikeshare program. The CCRPC also promoted TDM strategies and provided bike/ped-related technical assistance to municipalities and businesses,

assisted municipalities with bike/ped grant and UPWP applications, managed bike/ped-related UPWP projects, and conducted bike/ped counts on paths, designated bike lanes, and other roadways.

- **Clean Water:** The CCRPC continued to host the [Clean Water Advisory Committee and the MS-4 Sub-Committee](#) and provide guidance to the State on disposition of the Vermont Clean Water Fund. CCRPC staff also sit on the Lake Champlain Sea Grant Program Advisory Committee, and managed Design Implementation Block Grant projects on behalf of select towns to design stormwater treatment practices. The CCRPC supported education programs such as the [Rethink Runoff](#) on behalf of nine of our municipalities, assisted with watershed resiliency mapping, and participated in water quality-focused policy discussions. CCRPC appoints representatives to three different Basin Water Quality Councils which work with their Clean Water Service Providers (CWSP) to oversee the development and implementation of non-regulatory water quality improvement projects that reduce phosphorus loading into these streams and Lake Champlain. These three Councils are the [Basin 5 Water Quality Council](#) (BWQC) for the Northern Lake Champlain Direct Drainages, the [Basin 7 Water Quality Council](#) for the Lamoille River watershed and the [Basin 8 Water Quality Council](#) for the Winooski watershed. Burlington is in Basins 5 and 8. Additionally, CCRPC is the designated [CWSP](#) for Basin 5.
- **Emergency Management:** CCRPC continued to staff the Regional Emergency Management Committee (REMC) which consists of two representatives from each municipality and others involved in emergency management in Chittenden County. The purpose of the REMC is to coordinate and support regional all-hazard emergency planning and preparedness activities to improve the region's ability to prepare for, respond to, and recover from all disasters. CCRPC staff participate in a wide array of emergency management-related workshops and exercises to support our role in the State Emergency Operations Center (SEOC) when called upon. The CCRPC served as the local liaison between municipalities and the state to collect damage assessment information after significant storm events, helped with emergency preparedness for hazardous materials incidents, collected information from each municipality on annual implementation of hazard mitigation activities, and worked with municipalities to complete Local Emergency Management Plans. Finally, CCRPC assisted IEM, a national consulting firm, with completion of the [2022 Chittenden County Multi-Jurisdictional All-Hazards Mitigation Plan](#) and its municipal annexes except for Colchester which developed its own stand-alone Local Hazards Mitigation Plan.
- **Municipal Roads General Permit (MRGP) Compliance and Water Quality Planning Assistance:** CCRPC staff continued to work with all Chittenden County municipalities on meeting their MRGP obligations. This includes evaluating segments through Road Erosion Inventories (REIs), tracking and documenting upgraded segments and outlets, and reporting to DEC (see [REI dashboard here](#), click on upper right for individual municipalities). Staff also assists municipalities with the State's Grants in Aid (GIA) program, which allocates funding to participating towns for stormwater improvements related to the MRGP. In FY23, 14 Chittenden County municipalities signed up to participate in the GIA program. An estimated 33 non-compliant segments will be upgraded using the allocated \$410,000.
- **Health Equity:** A grant from the Vermont Department of Health enabled CCRPC to work with all the RPCs in the state and Vermont Health Department staff to create the [Vermont Health Equity Planning Toolkit](#). CCRPC hosted a training on the healthy equity toolkit for the Planning Advisory Committee, shared health equity project information with the CCRPC's Equity Advisory Committee (EAC) and will work with the EAC as part of toolkit implementation. CCRPC staff also developed an [online Chittenden County Equity Mapping Tool](#) showing a collection of maps on race, disability, poverty status, and English ability.
- **Traffic Alert:** CCRPC compiled and sent out 32 traffic alerts about activities impacting traffic in Chittenden County over 8 months (no alerts January-March).
- **Chittenden County Park and Ride Plan Update:** This plan identifies opportunities for improvements to the existing facilities and evaluates the potential for new facilities that will benefit commuters and

residents throughout Chittenden County and the adjacent communities. The [final plan](#) was completed in October 2022.

- **VT Culverts:** [The VT Culverts website](#) can be used to view a town's bridges and culverts on a map, or in a chart based on condition or inventory date. CCRPC staff is one of two RPCs that manage the website. VT Culverts continues to gain traction in our region and throughout the state. At the end of June, 9 of our municipalities have actively used VT Culverts to inventory town-maintained bridges and culverts.
- **Chittenden County Communications Union District (CUD):** CCRPC assisted [the CUD](#) as they started to plan, contract, build, and manage infrastructure for high-speed internet access throughout Chittenden County. Mission Broadband was hired for consulting and project management services in June.
- **Northwest VT Transit Oriented Development (TOD):** CCRPC received a grant from the US Department of Transportation in the fall 2022 to develop comprehensive plans for transit-oriented development for up to 12 communities across a five-county region in Northwest Vermont. The grant funding will also support planning work to improve bus services and/or commuter rail to connect economically disadvantaged rural residents to employment opportunities and services. Work will begin in late 2023.
- **Chittenden County I-89 2050 Study:** The CCRPC, in collaboration with VTrans, municipalities, and other interested parties, completed the [I-89 2050 Study](#) in late 2022. The study developed an implementation plan that will guide short, medium, and long-term transportation improvements to the corridor over the next 30 years.

For further information about the CCRPC, please visit <http://www.ccrpcvt.org/> or contact CCRPC Executive Director, Charlie Baker: cbaker@ccrpcvt.org.



OFFICE OF THE CLERK TREASURER

City of Burlington

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MEMORANDUM

TO: Board of Finance and City Council

FROM: Mayor Miro Weinberger and Katherine Schad, Chief Administrative Officer

CC: Kerin Durfee, Human Resources Director
Scot Barker, Chief Innovation Officer

DATE: December 4 and 11, 2023

RE: Authorization for Contract with Matrix Consulting Group for City of Burlington Operational Efficiency Study and Approval for Budget Amendment to Affect Contract

Executive Summary

The Mayor and Chief Administrative Officer are seeking Board of Finance approval to execute a contract, not to exceed \$99,000, with Matrix Consulting Group for an Operational Efficiency Study of many of the City of Burlington's major non-public safety functions.

The objective of this study is to conduct a diagnostic analysis to identify the optimal operating efficiency of each included department by determining the appropriate staffing levels while identifying cost saving measures to eliminate redundancies, waste, inefficient or unnecessary operations.

Scope of Work

The specific departments to be reviewed under this scope of work are seven General Fund City departments that comprise the largest share of the general fund budget (excluding public safety), and have the largest potential for overlap. Specifically: Burlington City Arts (BCA); Business and Workforce Development (BWD); Burlington Parks, Recreation and Waterfront (BPRW); Clerk Treasurer (CT); Community Economic and Development Office (CEDO); Department of Public Works (DPW); and Permitting & Inspections (P&I).

The Burlington Police Department's staffing was reviewed in 2021 and the Fire Department's staffing is being reviewed currently under separate contract, so those two departments are not included in the scope of this project.

Project Outline

Task	Deliverable
Current State Assessment	Matrix to provide a summary of existing organizational structure, staff allocations, service levels and approaches, and operational practices for each

	department under review.
Employee Input	Matrix to provide a summary of employee survey findings identifying, from the employee's perspective, the current strengths and improvement opportunities in the organization. From this input, Matrix will develop an issues listing covering service delivery, staffing levels, retention and succession planning and other issues noted from the survey.
Public Input	Matrix to provide a summary of key themes and issues raised during public input sessions (either community survey or public meetings) regarding all aspects of service delivery, staffing and operational practices for the departments under review.
Comparisons / Best Practices	Matrix to provide an interim report documenting how the City compares to both peer institutions and industry best practices regarding organizational structure, staffing allocations, and services.
Organizational, Operational and Staffing Analysis	Matrix to provide preliminary recommendations on staffing allocations, organizational structure modifications and/or operational changes necessary to increase efficiency and effectiveness of operations in each service area. Specific recommendations will be developed for each department on efficiency and effectiveness improvements and identification of existing operational strengths.
Report / Implementation Plan	Matrix to provide final report, and implementation plan with timeframes and cost impacts (increases or decreases) compared to current approaches.

The project is expected to take between five and six months to complete.

Vendor Selection

A Request for Proposals for an Operational Efficiency Study for the City of Burlington was released on October 4, 2023. Four proposals were received by the October 27, 2023 deadline.

Bidder	Total Proposed Cost	Total Estimated Hours	Cost per Hour
Baker Tilly	\$62,500	273	\$228.94
BDO	\$199,625	710	\$281.16
CliftonLarsonAllen LLP	\$105,000	460	\$228.26
Matrix Consulting Group	\$99,000	528	\$187.50

A review team, consisting of the CAO, the HR director, and representatives from departments to be analyzed including two from BPRW and one from CEDO, evaluated each of the submitted proposals based on the following criteria:

- Project Understanding
- Relevant Experience & Past Performance
- Project Methodology
- Cost Proposal

Through this evaluation process, this team also reviewed previous work samples provided by the vendor, and spoke to several professional references. The work samples provided were found to be of high quality and the references provided positive reviews. Ultimately, the review team determined that Matrix Consulting LLC would be best suited to conduct the City's Operational Efficiency Study, while also providing the best financial value for the number of hours allocated.

Funding

The contract for this project is fixed at a not-to-exceed price of \$99,000. This project will be funded using first the balance left in the Assigned Fund labeled “Opportunities to Increase Revenues or Efficiencies,” which is approximately \$30,000. The rest to be funded by reassigning the \$100,000 currently for the Jobs & People Study to the Opportunities to Increase Revenues or Efficiencies Assigned Fund. After funding the Operational Efficiency Study, the balance remaining will be used for other opportunities (likely the upcoming user fee study).

Board of Finance Motion

1. To approve and authorize the Chief Administrative Officer to execute a contract with Matrix Consulting Group for an Operational Efficiency Study for the City of Burlington, with a maximum limiting amount of \$99,000, subject to the final review and approval by the City Attorney’s Office.
2. To approve and authorize and recommend that the City Council approve and authorize the Chief Administrative Officer to reassign \$100,000 within the Assigned Fund Balance from the Jobs & People Study to Opportunities to Increase Revenues or Efficiencies.

City Council Motion

1. To approve and authorize the Chief Administrative Officer to reassign \$100,000 within the Assigned Fund Balance from the Jobs & People Study to Opportunities to Increase Revenues or Efficiencies.

Thank you for your consideration of this request.



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

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(802) 865-7144 • (802) 865-7024 (FAX)
www.burlingtonvt.gov/cedo

MEMORANDUM

To: Board of Finance/City Council

From: Brian Pine CEDO Director
Rachel Jolly, Assistant Director, CJC

CC: Mayor Miro Weinberger
Katherine Schad, Chief Administrative Officer

DATE: November 8, 2023

RE: VT Center for Crime Victim Services “Victims of Crime Act” (VOCA) grant (Grant # 02100-FY24/25-CN)

This is a request from CEDO’s Community Justice Center (CJC) for Board of Finance and City Council approval of its VOCA grant in the amount of \$140,164 to be expended between July 1, 2023 and June 30, 2024. This is the same grant language and amount received in FY23.

This funding supports the Parallel Justice Program at the CJC. Parallel Justice for Victims of Crime, a program of the CJC for which we have received VOCA funding since 2006, is a unique, cost-saving, community-supported program which serves thousands of people each year who have experienced crime in Burlington through financial compensation, referrals for services and information sharing. It is primarily funded through VOCA funds.

The \$140,164 in revenue received from this grant and corresponding expenses are included in CEDO’s FY24 budget for the CJC.

Please see the attached grant for more information.

Board of Finance Motion: to approve and recommend that the City Council approve the acceptance of Grant # : 02100-FY24/25-CN, in the amount of \$140,164 for FY24 and to authorize CEDO Director Pine or his designee to sign the grant acceptance and any necessary related documents after review and approval by the City Attorney’s Office.

City Council Motion: to approve the acceptance of Grant # 02100-FY24/25-CN in the amount of \$140,164 for FY24 and to authorize CEDO Director Pine or his designee to sign the grant acceptance and any necessary related documents, after review and approval by the City Attorney’s Office.

Thank you and please direct any questions to Rachel Jolly (rjolly@burlingtonvt.gov).

VERMONT
CENTER FOR CRIME VICTIM SERVICES

1 DWT-YÜ IY 02160-VOCA22-0009608-2024		2 Original: Yes Amendment:	
3 DWT-YÜ CÜÜŠY VOCA Application 2024			
4 Amount Previously Awarded: \$0.00		5 Amount Awarded This Action: \$140,164.00	
6 Total Award Amount: \$140,164.00			
7 Award Start Date: 07/01/2023		8 Award End Date: 06/30/2024	
9 Subrecipient Award:		YES Ä NO	
10 Supplier ID #: 00004009608		11 Grantee Name: Burlington / CEDO / Community Justice Ctr	
12 Grantee Address: 149 CHURCH ST			
13 City: BURLINGTON		14 State: VT	
15 Zip Code: 05401-8429			
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Match: \$0.00			
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H M Grantee DUNS #: 83-041-8245	H H Indirect Rate: N/A	23 CC ! ¢ ! Y YES
H n Grantee Fiscal Year: July 1- June 30		H p W 95Y No
H c DUNS Registered Name (if different than VISION Vendor Name in Box 11) Y Burlington / CEDO / Community Justice Ctr		

STATE FUNDS				
Fund Type	^{2,7} Awarded Previously	^{2,8} Award This Action	^{2,9} Cumulative Award	^{3,0} Special & Other Fund Descriptions
General Fund (Provide Code List)	N/A	N/A	N/A	
Special Fund	N/A	N/A	N/A	
Global Commitment (non-subrecipient funds)	N/A	N/A	N/A	
Other State Funds	N/A	N/A	N/A	

³¹ CFDA #	³² Program Title	³³ Awarded Previously	³⁴ Award	³⁵ Cumulative Award	³⁶ FAIN	Federal Award Amount n/a
16.575	VOCA 22	N/A	\$140,164.00	\$140,164.00	15POVC-22-GG-00693-ASSI	\$3,208,377.00

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41 VERMONT CENTER FOR CRIME VICTIM SERVICES	Burlington / CEDO / Community Justice Ctr
NAME: Gene Nelson	NAME: Brian Pine
TITLE: Grants Manager	TITLE: CEDO Director
PHONE: 802-241-1250 x 109	PHONE: (802) 578-6953
EMAIL: Gene.Nelson@ccvs.vermont.gov	EMAIL: bpine@burlingtonvt.gov

1. Parties: This is a Grant Agreement between the Vermont Center for Crime Victim Services, (hereinafter called áStateéú and Burlington / CEDO / Community Justice Ctr øλúK LJNŷŎŰLJf-f LJfI-ŎŠ 2f ōdzŷŠăă 149 CHURCH ST BURLINGTON, VT 05401-8429 (hereinafter called áGranteeéú

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

2. Subject Matter: To provide direct services to victims of all types of crime as set forth herein.
3. Award Details ! Y2dzyúăŷ ŘI-úŠă I-yŘ 2úKŠŰ I-ø I-NŰŘ ŘŠúI-ŷă I-NŰŠ I-ă äK2øYŷyúKŠ I-úúI-ŎKŠŘ *Grant Agreement Part 1-Grant Award Detail*
4. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient.
5. Cancellation: This Grant Agreement may be suspended or cancelled by either party by giving written notice at least 30 days in advance.
6. Attachments: This Grant consists of 18 pages including the following attachments that are incorporated herein:

Grant Agreement-Part 1 ç Grant Award Detail

Grant Agreement Part 2 ç Grant Agreement

Attachment A ç Scope of Work to Be Performed

Attachment B ç Payment Provisions

Attachment C ç Customary State Grant Provisions (except that sections 5, 6, 8, 10, 16, 20, 22 and 26 do not apply to state entities).

Attachment D - Other Provisions

7. Order of PrecedenceY ! yê I-Yŏŷdzŷúêŷ Ŏzyfŷŷŷú 2Ű ŷyŎzyăŷăúŠyŎè ŷyúKŠ DNI-yú 52ŎdzYŠyúă äKI-ft ōŠ ŰŠă2fŎŠŘ per the following order of precedence:

- 1) Grant Agreement Part 1 and Part 2
- 2) Attachment C
- 3) Attachment A
- 4) List other attachments in order of precedence
- 5) Attachment B

Attachment A

Scope of Work to Be Performed: This grant will fund only the project activities in the VOCA Application 2024 budget approved by the Center for Crime Victim Services for the State Fiscal Year 2024.

The Burlington CJC offers a variety of victim services and supports. When cases are referred to us from police, the State's Attorney's office, the Courts, and Probation and Parole, our Victim Service Specialists are able to reach out directly to affected parties and offer them multiple options for engagement as they seek healing and repair. They can participate in a restorative process staffed by community volunteers and staff, with or without responsible parties present. They can also offer Parallel Justice (PJ) supports for those over 18. Parallel Justice offers support, validation and resources to victims of all crimes, including property crimes like vandalism or theft. Any victim of a crime that occurs in Burlington is eligible for Parallel Justice, even if the perpetrator of the crime is never caught, and even if the crime is not reported to the police. Parallel Justice connects people with other organizations that can assist them, with businesses in the community that offer discounts and donations, and with a Parallel Justice Commission that can address systemic problems and barriers that victims face. Among the unique victim service needs in our area are services for underserved victim populations, including New Americans and people with disabilities. We will continue on our efforts to take the Commission county-wide and look for gaps in victim services throughout the various providers.

Attachment B - Payment Provisions

1. The State agrees to compensate the Subrecipient for services performed up to the maximum award amount, if such services are within the scope of the grant and are authorized as provided for under the terms and conditions of this grant.
2. Quarterly Financial Reports are due no later than the fifteenth of the month following the end of the quarter being reported (October 15th, January 15th, April 15th, July 15th). A final closeout report that accounts for all expenditures of the grant must be submitted after all obligations have been paid, but no later than 15 days after the end date of the grant period.
3. Quarterly Financial Reports should be submitted in the GEARS (Grants Electronic Application and Reporting System) at grants.vermont.gov.
4. Reimbursements may be withheld pending receipt of all required progress and statistical reports.
5. Supporting documentation (records, books, papers, etc.) for all grant (and Match if applicable) expenditures must be maintained by the Subrecipient and be made available for inspection by authorized Representatives of State and Federal government at reasonable times during the period of the grant and for three years thereafter.
6. All income generated as a direct result of this project shall be deemed program income. It must be accounted for and must be used for the purposes and under the conditions applicable to the use of grant funds, in accordance with regulations for program income under the Common Rule & Uniform Administrative Requirement for Grant and Cooperative Agreements. Program income must be reported by Sub recipients to the Vermont Center for Crime Victims Services on Quarterly Financial Reports.
7. The Vermont Center for Crime Victim Services encourages subgrantees to modify their grant budgets whenever necessary to ensure the efficient and effective use of funds. Amendments of 10% or more of any approved line item will require prior approval before expenditures are incurred. Amendments are also required when grantees seek to incur expenses in new line item, that was not included in the approved budget. Amendments must also be requested when significant changes to the approved budget and/or

project are made aware to you. This includes changes to income or expenses that deviate by 10% or more per line item. Amendments should be requested no later than 90 days prior to the grant award end date.

8. Grant Funded employees must track their time using timesheets that accurately delineate the hours dedicated to each funding source.

Other Provisions

Non-federal entities that expend \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of the [Uniform Guidance, Subpart F \(2 CFR Chapter II, Subpart F\)](#).

ATTACHMENT C STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS Revised December 15, 2017

1. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.
2. **Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
3. **Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.
4. **Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence:** The Party will act in an independent capacity and not as officers or employees of the State.
7. **Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third-party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

- 8. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- Premises - Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured: The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change: There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

- 9. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.
- 10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.
- 11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts

threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

- 12. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.
- 13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine-readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.
- 15. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
- 16. Taxes Due to the State:**
 - A.** Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - B.** Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
 - C.** Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
 - D.** Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.
- 17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.
- 18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:
 - A.** is not under any 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.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

- 19. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor. In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity

of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

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

- 20. No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- 21. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.
- 22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds. Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>
- 23. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.
- 24. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.
- 25. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) (Force Majeure). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.
- 26. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.
- 27. Termination:**
 - A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
 - B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
 - C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.
- 28. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

- 29. No Implied Waiver of Remedies:** Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.
- 30. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.
- 31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements:** If this Agreement is a grant that is funded in whole or in part by Federal funds:
- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.
For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
 - B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
 - C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.
- 32. Requirements Pertaining Only to State-Funded Grants:**
- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
 - B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

ATTACHMENT D
OVC FY 2022 VOCA Victim Assistance
02160-VOCA22-4009608-2024

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at

<https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

2

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

4

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

5

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

6

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

7

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

8

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

9

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

10

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

11

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program

12

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

13

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

14

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

15

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

16

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

17

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

19

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

20

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

21

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by

law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

23

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

24

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

25

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm>

(select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

26

VOCA Requirements

The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

- a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2), or for administering the state victim assistance program, 34 U.S.C. 20110(h); and
- c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

27

Discrimination Findings

The recipient assures that if a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings to the Office for Civil Rights of OJP.

Board of Finance and City Council Submission Checklist

Department: CEDO/CJC Submitter: Rachel Jolly

Title/Subject: VOCA Award Approval: Parallel Justice

	Approval:	Meeting Date:
☒	Board of Finance	12/4/2023
☒	City Council	12/11/2023
☐	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	11/8/2023	Brian Pine
Mayor's Office informed and approved memo	Yes	11/27/2023	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	11/8/2023	Jared Pellerin
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	11/8/2023	Jared Pellerin
CAO has reviewed budget, financing, and memo	Yes	11/15/2023	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?	Yes	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.



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: Board of Finance, City Council

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

DATE: December 4 and December 11, 2023

CC: Kara Alnasrawi, Director, B&WD
Doreen Kraft, Director, BCA
Charles Dillard, Principal Planner, OCP

RE: Request to Execute a Contract with Studio RENZ+OEI for
the design and construction of the kiosk at City Hall Park

Request:

The Community & Economic Development Office (“CEDO”) in cooperation with Business & Workforce Development (BWD) and Burlington City Arts (BCA) is requesting Board of Finance and City Council approval and authorization to enter into a contract with Studio RENZ+OEI for the Design and Construction of the kiosk at City Hall Park.

Background:

City Hall Park serves as the geographic and cultural center of the City. In 2020 the City completed a historic reconstruction of the Park that prioritizes a healthy, functioning urban park, accessibility for all users in all seasons, and the enhancement of this historic space to meet the modern needs of the community. Today the park is activated year-round with concert series, festivals, and a summer and winter food and makers market that bring residents and tourists of all ages to enjoy the City’s cultural offerings. The design for this reconstructed park included a food/beverage kiosk located on the terrace west of the fountain. This permanent structure was not included in the construction for budgetary reasons. The City is now moving forward with this component of the City Hall Park redesign with funding as part of the ARPA Infrastructure investments approved by City Council on May 1, 2023. This investment will realize the kiosk envisioned in the redevelopment plans.

Procurement

The design-build RFP was issued through BCA's Application Portal and asked for conceptual designs to be submitted as part of the proposal. A review committee was established for reviewing and scoring the proposals. Review committee members included:

Abbey Duke, Parks Commission, Vermont Entrepreneur
Jeff Hodgson, Wagner Hodgson Landscape Architecture
Julia Randall, Planning Commission, SE Group
Lucas Cowan, Public Art Curator
Phet Keomanyvanh, Racial Equity Inclusion & Belonging
Samantha McGinnis, Business & Workforce Development

Three proposals were submitted and scored by the review committee based on the scoring rubric in the RFP:

Strength of Conceptual Design	30
Project Understanding: Demonstrated understanding of the parameters of this project, its limitations and potential.	20
Budget / Schedule: Outline how the project will be managed as related to proposed budget and schedule.	20
Depth of Skills: Depth of relevant technical experience in undertaking this type of project.	15
Quality, Clarity & Completeness of Submittal Package	15
Total Score	100

The Committee unanimously selected the *Cloud Bursts of Color* proposal submitted by Studio RENZ+OEI, which received the highest score.

Funding

This contract will be fully funded by the ARPA infrastructure allocation. The civil engineering and site work required for connecting the kiosk to water infrastructure and utilities will also be funded by the ARPA infrastructure allocation.

Attachments

1. Draft Contract
2. May 1, 2023 ARPA Infrastructure Resolution

Board of Finance Motion:

To approve and recommend that the City Council approve and authorize the Director of the Community & Economic Development Office to enter into a contract with Studio RENZ+OEI for the purposes of designing and constructing the kiosk at City Hall Park, with a cost of up to \$213,000 and a 15% contingency, for a total authorization and maximum limiting amount of \$244,950 subject to final review and approval of the City Attorney's Office.

City Council Motion:

To approve and authorize the Director of the Community & Economic Development Office to enter into a contract with Studio RENZ+OEI for the purposes of designing and constructing the kiosk at City Hall Park, with a cost of up to \$213,000 and a 15% contingency, for a total authorization and maximum limiting amount of \$244,950 subject to final review and approval of the City Attorney's Office.

CITY OF BURLINGTON
DRAFT CONTRACTOR CONTRACT

This Contractor Contract (“Contract”) is entered into by and between the City of Burlington, Vermont (“the City”), and StudioREnz+OEI (“Contractor”), a New York company located at 50 Meadow St, Brooklyn, NY 11206.

Contractor 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 Contractor, and “Parties” means the City and Contractor.
- D. “Project”** means the design, construction and delivery of a new 150 gross square foot kiosk structure to be known as the “City Hall Park Kiosk” located at City Hall Park, Burlington, VT 05401.
- E. “Work”** means the services described in Section 5 (Payment for Services) of this Contract, along with the specifications contained in the Contract Documents as defined 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 Contractor to to design, construct and deliver the City Hall Park Kiosk.

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 Contractor 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 September 30, 2023 or upon the satisfaction of the City, unless sooner terminated as provided herein.

4. SCOPE OF WORK

The Contractor shall perform the services listed in Attachments A (Request for Proposals) and B (Contractor's Response to Request for Proposals).

5. 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) and as follows:

Design: \$24,580

Engineering & Consulting \$6,720

Artist Fee \$6,000

Construction \$163,000

Shipping & Installation \$12,700

The following items included in the proposal are not currently included in the contract but may be added via addendum:

-PV System on roof: \$10,000 - \$15,000

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 Contract Documents and as follows:

Invoice 1 - Deposit \$18,650 Due at contract signing

Invoice 2 - Progress payment \$9,325 Due at start of SD's

Invoice 3 - Progress payment \$9,325 Due at start of CD's

Invoice 4 - Progress payment \$68,000 Due at start of Construction

Invoice 5 - Progress payment \$95,000 Due at completion of Construction

Invoice 6 - Final payment \$ 12,700 Due following Delivery & Installation

The City seeks to make payment within thirty days of receipt of an invoice and any backup documentation requested under subsection D (Invoice) below.

- C. Maximum Limiting Amount.** The total amount that may be paid to the Contractor for all services and expenses under this Contract shall not exceed the maximum limiting amount of **\$213,000**. 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:

Samantha Dunn

149 Church St

Burlington, VT 05401

(802) 829-6385

sdunn@burlingtonvt.gov

The City reserves the right to request supplemental information prior to payment. Contractor 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 Contractor 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 A: Request for Proposals dated August 14, 2023

Attachment B: Contractor's Response to Request for Proposals dated September 29, 2023 and as revised November 27, 2023

Attachment C: Burlington Standard Contract Conditions Design Build

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

B. Order of Precedent. To the extent a conflict or inconsistency exists between the Contract Documents, or provisions therein, then the Contract take 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.

8. [Reserved]

— 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.

Contractor
Jean Oei, RENZ+OEI

By: _____

Date: _____

City of Burlington
Community & Economic Development Office

By: _____

Brian Pine
Director

Date: _____

Attachment A:
Request for Proposals dated August 14, 2023

DRAFT

CITY OF BURLINGTON
REQUEST FOR PROPOSALS
CITY HALL PARK KIOSK

Issued Date: August 14, 2023

Issued By: Community & Economic Development Office (CEDO)

Deadline: September 29, 2023 12 noon

I. GENERAL INFORMATION & PROJECT DESCRIPTION

City Hall Park Kiosk, City Hall Park, Burlington, VT 05401

CEDO, in collaboration with multiple city departments including, Burlington Parks, Recreation & Waterfront, Business & Workforce Development, Burlington City Arts and Department of Public Works, is requesting innovative proposals from qualified design/build firms or teams for the design, fabrication and delivery of a kiosk in City Hall Park that will be able to accommodate a range of uses, including food, beverage and retail services. The City will be responsible for securing the required zoning permit and ensuring water, wastewater and electrical hookups are available on the site in coordination with the selected contractor.

We are requesting that RFP respondents submit a conceptual design for the City Hall Park Kiosk along with an anticipated schedule and budget for completing the design, fabrication and delivery of the Kiosk to City Hall Park.

Questions concerning this RFP must be made via email to Samantha Dunn sdunn@burlingtonvt.gov per the schedule outlined below. Responses to all submitted questions will be posted at: <http://www.burlingtonvt.gov/RFP>.

Issue date:	8/14/2023
Site Visit:	9/6/14 at 3pm
Questions due	9/11/2023
Answers posted:	9/15/2023
Proposals due:	9/29/2023
Proposal selection	10/8/2023
Contract signing, kickoff:	10/17
Delivery/Installation:	Spring 2024

Inquiries to:
Samantha Dunn, Asst. Director for Community Works
Community & Economic Development Office
sdunn@burlingtonvt.gov
(802) 829-6385

Responses to the proposal will be made through the City Hall Park Kiosk Project at the Burlington City Arts portal: <https://burlingtoncityarts.awardsplatform.com/>

II. PROJECT BACKGROUND

City Hall Park has been used as a public space dating back to the 18th Century. While its name and configuration have changed over time, it has remained a significant public open space in the core of Burlington's downtown. In 2020 the City completed a historic reconstruction of the Park that prioritizes a healthy, functioning urban park, accessibility for all users in all seasons, and the enhancement of this historic space to meet the modern needs of the community. Today the park is activated year-round with concert series, festivals, and a summer and winter food and makers market that bring residents and tourists of all ages to enjoy the City's cultural offerings. Learn more about the reconstruction of City Hall Park at: <http://greatstreetsbtv.com/city-hall-park>. The design for this reconstructed park included a food/beverage kiosk that was not included in the construction for the budgetary reasons. The City is now moving forward with this component.

The kiosk will be custom designed for the City to include engaging net zero energy education, an "information station" with upcoming events and information on how to access important resources and services as well as the infrastructure required for new food and drink options.

III. SCOPE OF WORK

This scope of work is for the design, engineering, fabrication, delivery and installation of a prefabricated food/beverage kiosk for City Hall Park as shown in the attached site plan (attachment A) and specified below. The kiosk will be connected to on-site water, sewer and electricity and will operate year-round. The Scope of Work includes:

1) Design & Engineering

Meet up to three times with the City Team to discuss, modify and finalize the proposed conceptual design for the Kiosk. Meet with selected kiosk vendor to finalize interior design/layout/components.

Develop and expand a Basis of Design document to generate a Structural Report that quantifies target performance criteria, framing layout and loads (live/wind/ice/seismic/thermal, etc.). Carry out pre-engineering of systems to confirm system depths, framing, connection configurations, etc.

Engage a Vermont State licensed Professional Engineer to provide calculations and signed shop drawings for use during fabrication.

Produce design documents necessary for fabrication and permitting of the structure.

The proposal must meet the following parameters:

Design/Build Budget: \$200,000

Size: Maximum footprint is 10 feet by 22 feet

Timeline: Ready to install March 2024

- Accommodate food/beverage/retail vending throughout the day/evening and all four seasons;
- Align with and respond to the contemporary minimalist park design (read about the design philosophy of the park and view images of the park [here](#));
- Accessible service window;
- Covered outdoor space for customers;
- Some transparency to allow for views through the kiosk;
- A way to close/secure the structure when not operating (see example here);
- Lighting design that provides an interactive and engaging experience for pedestrians when opened and closed;
- Storage area for tables, chairs, cleaning supplies;
- Signage for public messaging;
- Durable materials that are inherently resistant to theft, vandalism and weathering (deep freezes, snow, ice, salt, graffiti, maintenance of sidewalks, etc.);
- High performance envelope and mechanical systems (including heating, cooling and ventilation) designed for IECC Climate Zone 6 and in compliance with the State's Energy Code and the City's [Net Zero Energy Roadmap](#) (no fossil fuels);
- Materials and processes with the lowest possible embodied carbon;
- Accommodate electrical power and loads for all equipment with a load center and circuit breakers installed in the interior of the unit with circuit run out locations, switching and outlets as designated by vendor (electrical stub up and feeders is to be provided by others);
- Interior wall surfaces and ceiling to be clad with durable material with solid backing material a minimum of $\frac{3}{4}$ " thick; interior panels mounted with exposed fasteners for easy access to wall/ceiling cavity for future work;
- Floor to be constructed with solid plywood sub-material and durable commercial grade flooring;
- Basic interior fit-out to include counters, sink, refrigeration; additional allowance for specified equipment in consultation with vendor.

2) Fabrication

Kiosk shall be fabricated off-site per final design drawings and permit requirements.

3) Delivery & Installation

Bid shall include delivery to the site at City Hall Park in Burlington and final set of the kiosk. Installation methodology involves setting the unit in place, leveling the kiosk and anchoring to the plaza. Installation will also include assisting with electrical and plumbing connections.

Water, power, and wastewater connections shall be coordinated with the City and City's site contractor.

IV. **SUBMISSIONS**

Submissions shall include:

- 1) Cover letter that outlines the vision for the project, rationale and team composition.
- 2) Plans and elevations of the proposed design.
- 3) Detailed perspective or scale model of the proposed design. If providing a scale model, include digital photographs in digital submission.
- 4) Portfolio of past related work or up to 5 images of past projects that support the applicant's qualifications for this project.
- 5) Narrative description of the proposed design that includes:
 - a. Explanation of the overarching themes of the work;
 - b. Discussion of how the proposal meets each of the parameters outlined in Section III above;
 - c. Approach to design refinement in collaboration with the City staff and selected operator;
 - d. Techniques for fabrication and familiarity with materials proposed;
 - e. Requirements for installation.
- 6) Project Team consisting of:
 - a. Narrative outlining the roles of each firm and team members;
 - b. Firm description(s);
 - c. Biography/resume of team members;
 - d. References.
- 7) Detailed project schedule, including design, fabrication and delivery.
- 8) Detailed budget including time, materials, engineering, installation, travel, and any other applicable direct expenses.
- 9) Executed copy of Exhibit A attached to this RFP

Submissions must be uploaded no later than 12 noon on September 29th, 2023 at this portal link (City Hall Park Kiosk Project):

<https://burlingtoncityarts.awardsplatform.com/>

V. **SELECTION PROCESS**

Proposals will be reviewed and evaluated by a committee made up of City Staff, local business and a panel of Design Professionals. Proposals will be rated according to the following criteria:

Strength of Conceptual Design	30
Project Understanding: Demonstrated understanding of the parameters of this project, its limitations and potential.	20
Budget / Schedule: Outline how the project will be managed as related to proposed budget and schedule.	20
Depth of Skills: Depth of relevant technical experience in undertaking this type of project.	15
Quality, Clarity & Completeness of Submittal Package	15

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.

VI. EXHIBITS

Exhibit A: Understanding of RFP Procedure, Terms and
Conditions Exhibit B: Rendered Site Plan & Dimensioned Site Plan
Exhibit C: Precedent Images

NOTE: Exhibits D through H omitted. Redundant with Contract.

Bid documents include this main body of the request for proposals and all exhibits.

VII. CONTRACTING

The contractor must qualify as an independent contractor and, prior to being awarded a contract, must 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.

Prior to beginning any work, the consultant shall obtain Insurance Coverage in accordance with the Burlington Contract Conditions (Exhibit E in this RFP). The certificate of insurance coverage shall be documented on forms acceptable to the City.

VIII. Agreement Requirements

The selected consultant 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 Contract Conditions (Exhibit E) and the attached Draft Agreement. 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.

IX. LIMITATIONS OF LIABILITY

The City assumes no responsibility or liability for the response 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, including any requests for additional information or interviews. The City will not reimburse any person or entity for any costs incurred prior to the issuance of the contract.

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. 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 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.

EXHIBIT A

Understanding of RFP Procedure, Terms and Conditions

This page to be returned with qualifications submission

I acknowledge that I have read and understand all procedures and requirements of the above reference RFP and have complied fully with the general terms and conditions outlined in the RFP.

Consultant/Team:_____

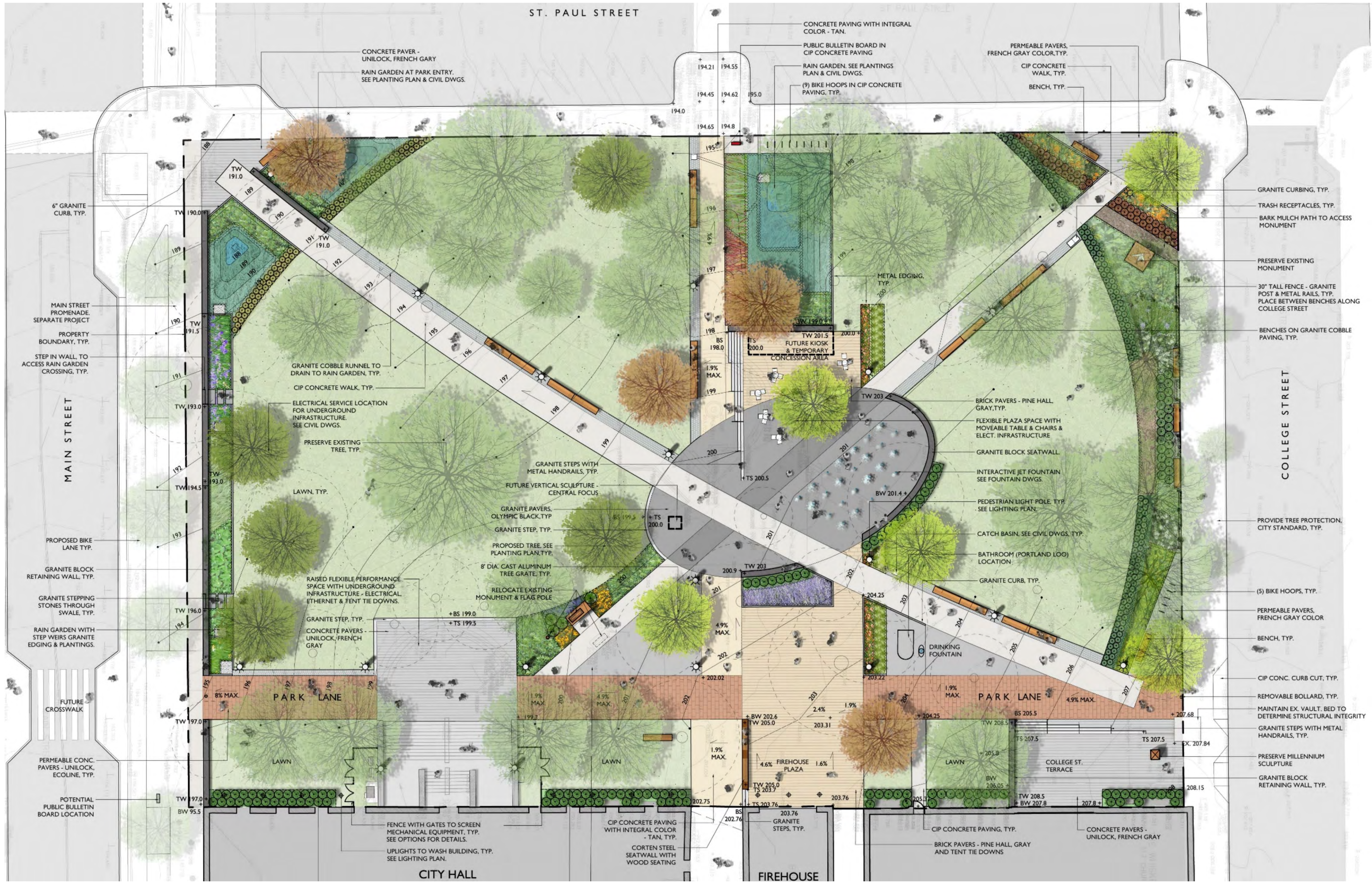
Representative's Printed Name: _____

Representative's Signature: _____

Date:_____

EXHIBIT B:

Rendered Site Plan & Dimensioned Site Plan



Great Streets BTV
City Hall Park Landscape Plan – March 7, 2018

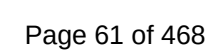
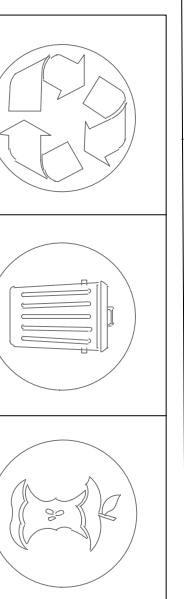


Exhibit C:

Precedent Images



OPEN → CLOSED



Downtown Brooklyn Kiosk, NYC



OPEN → CLOSED



Harbour Kiosk, Hong Kong



Würstelstand Artur, Vienna



Kioskque Eiffel, Paris



Bryant Park Kiosk, NYC



Shake Shack, NYC



Cubox Solar Kiosk



Attachment B:
Contractor's Response to Request for Proposals dated September 29, 2023
and as revised November 27, 2023

DRAFT

Design Build Proposal 2.0

City Hall Park Kiosk

Community & Economic Development Office

City Of Burlington, Vermont

27 November 2023

Table of Contents

Concept Design 2.0.....3

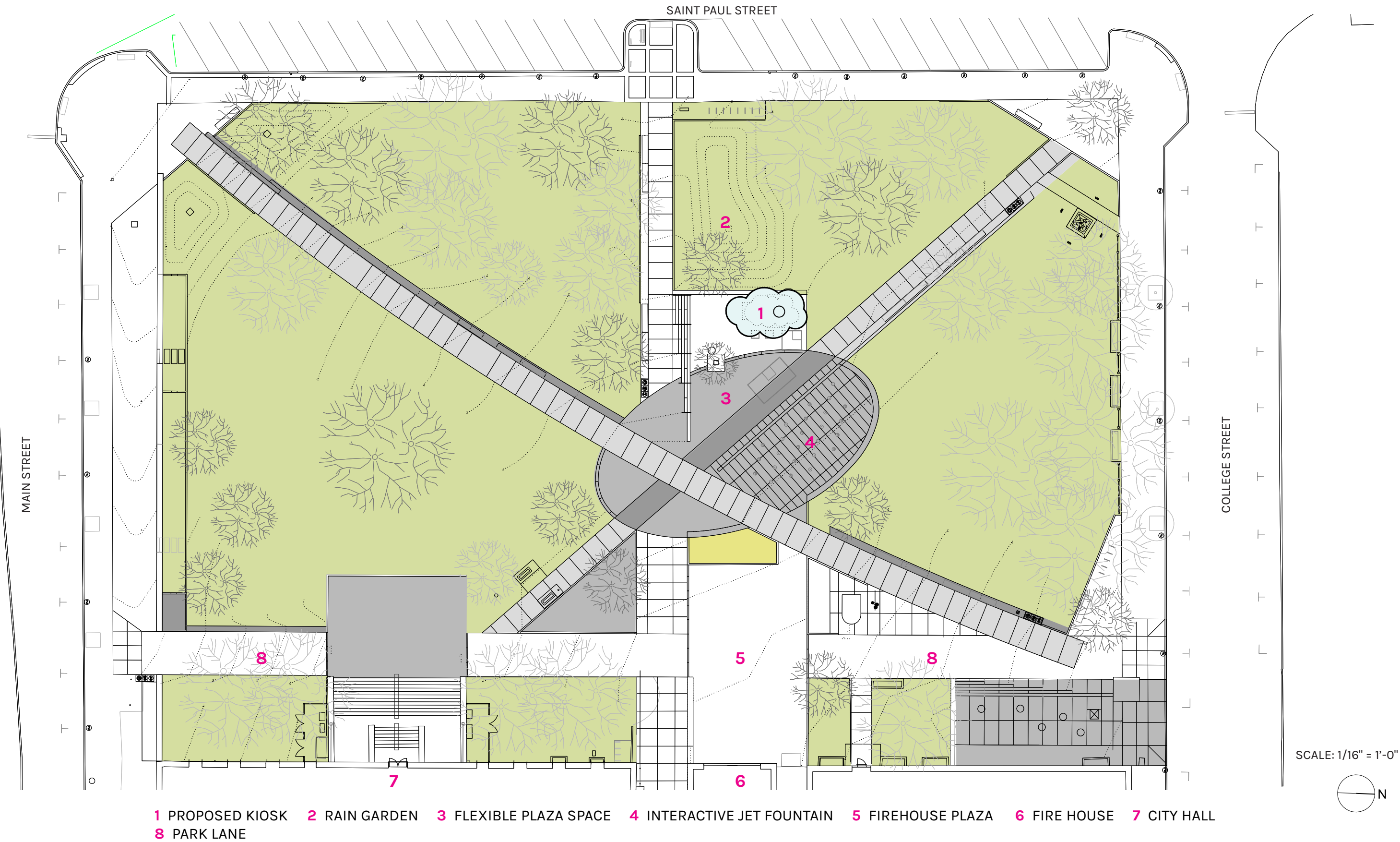
Rendered Views 2.0 11

Project Schedule 2.0..... 15

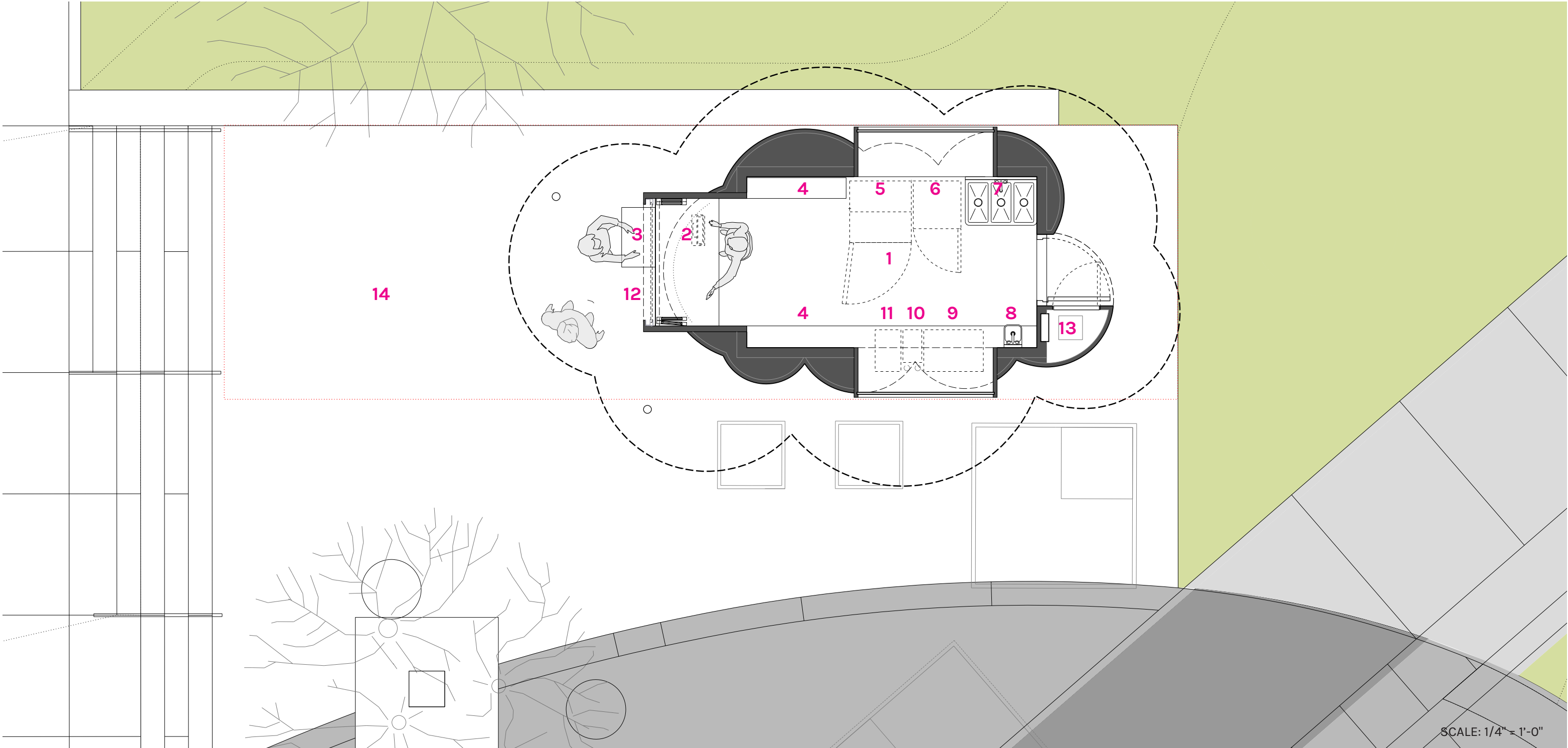
Project Budget + Fee Proposal 2.017

Concept Design 2.0

City Hall Park Plan

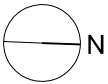


Kiosk Floor Plan

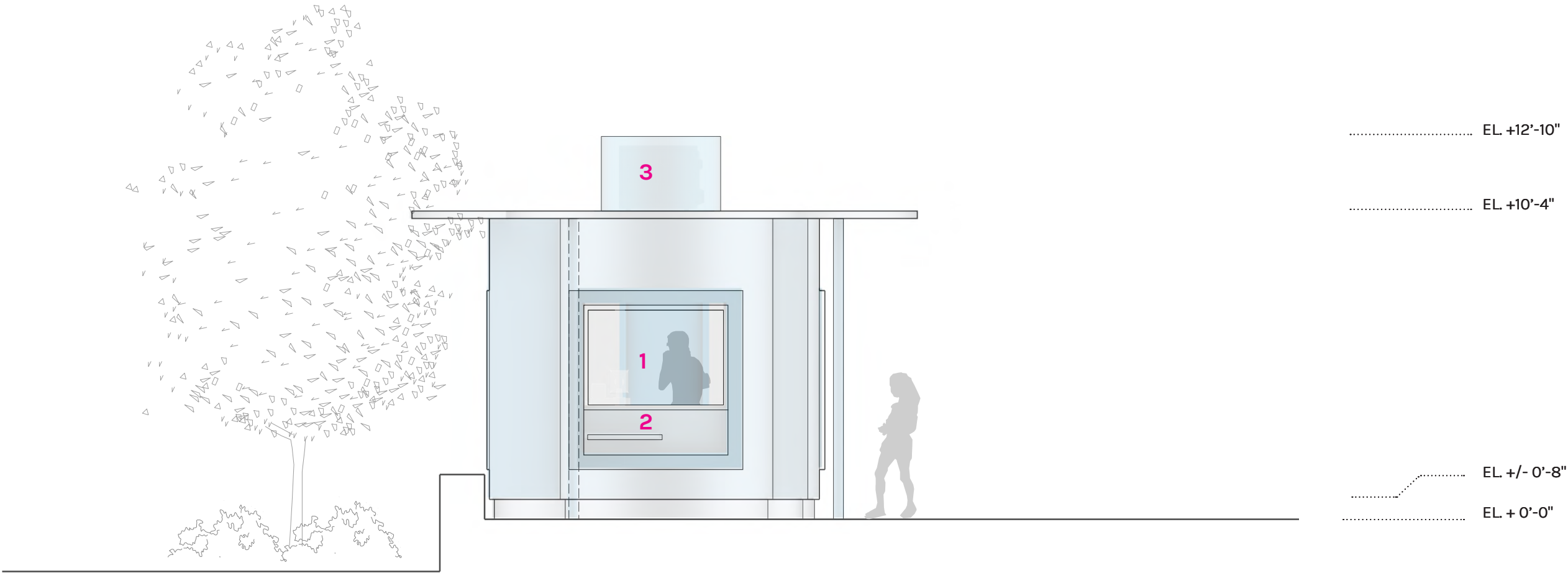


SCALE: 1/4" = 1'-0"

- 1 KIOSK WORKSPACE 100 NSF 2 REGISTER 3 ACCESSIBLE COUNTER 4 COUNTER 5 SANDWICH PREP N.I.C. 6 UNDER COUNTER REFRIGERATOR
7 TRIPLE SINK 8 HANDWASH SINK 9 ESPRESSO MACHINE N.I.C. 10 ESPRESSO GRINDER N.I.C. 11 DRIP BREWER N.I.C. 12 ROLL DOWN SECURITY DOOR
13 ELECTRICAL PANEL AND FEED 14 KIOSK PLAZA



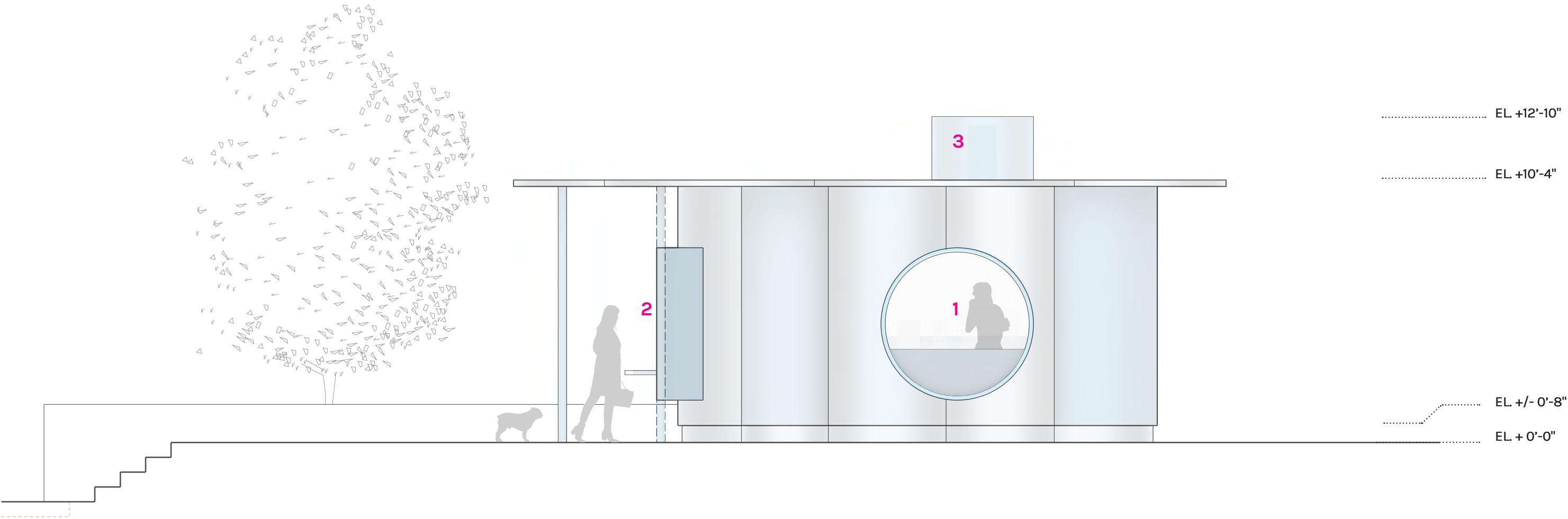
Kiosk Elevation South



SCALE: 1/4" = 1'-0"

1 SERVICE WINDOW 2 ACCESSIBLE COUNTER 3 MECHANICAL ENCLOSURE

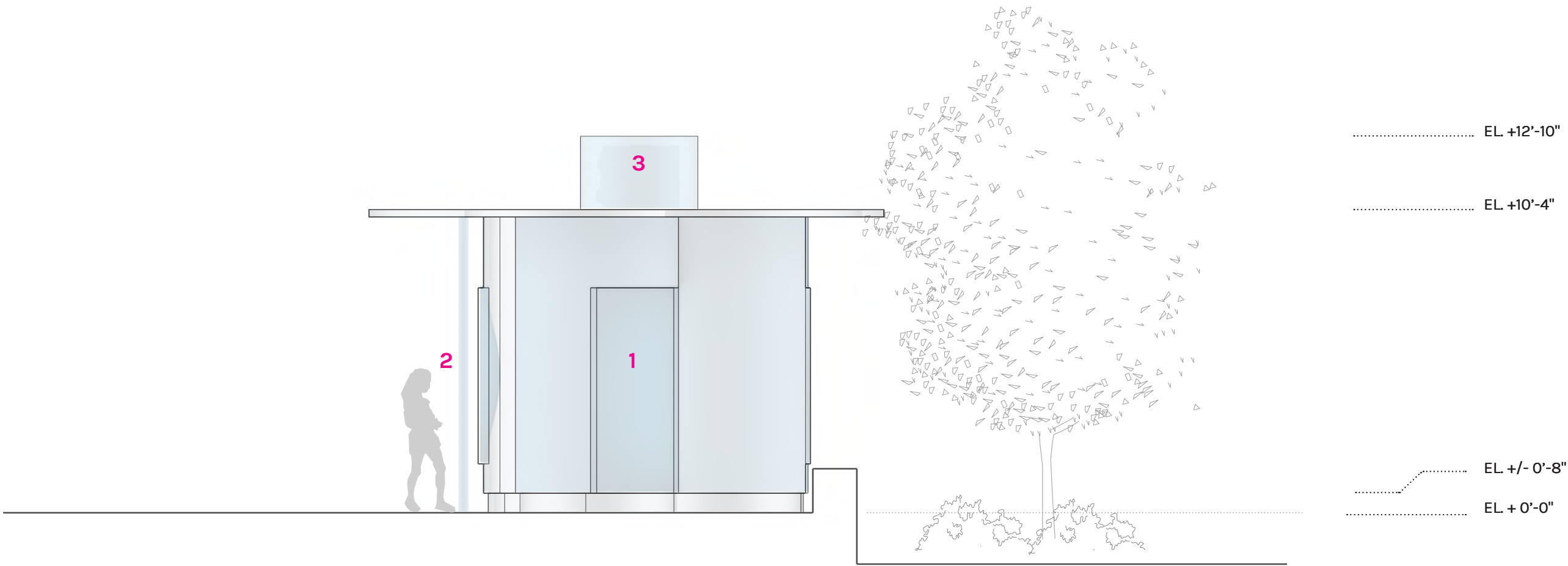
Kiosk Elevation East



1 CIRCULAR WINDOW / COFFEE STATION 2 SERVICE WINDOW 3 MECHANICAL ENCLOSURE

SCALE: 1/4" = 1'-0"

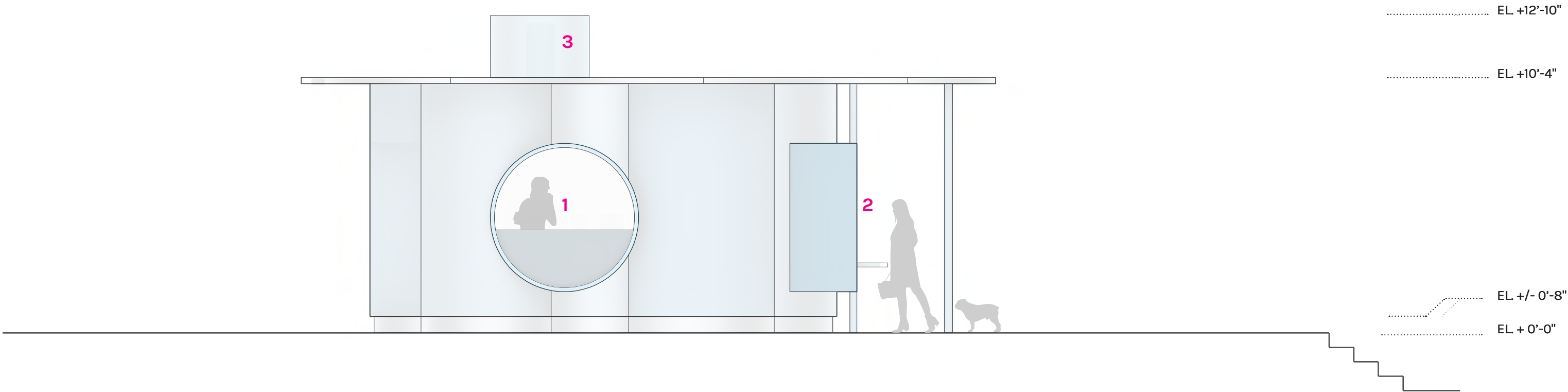
Kiosk Elevation North



SCALE: 1/4" = 1'-0"

1 PERSONNEL DOOR 2 CIRCULAR WINDOW / COFFEE STATION 3 MECHANICAL ENCLOSURE

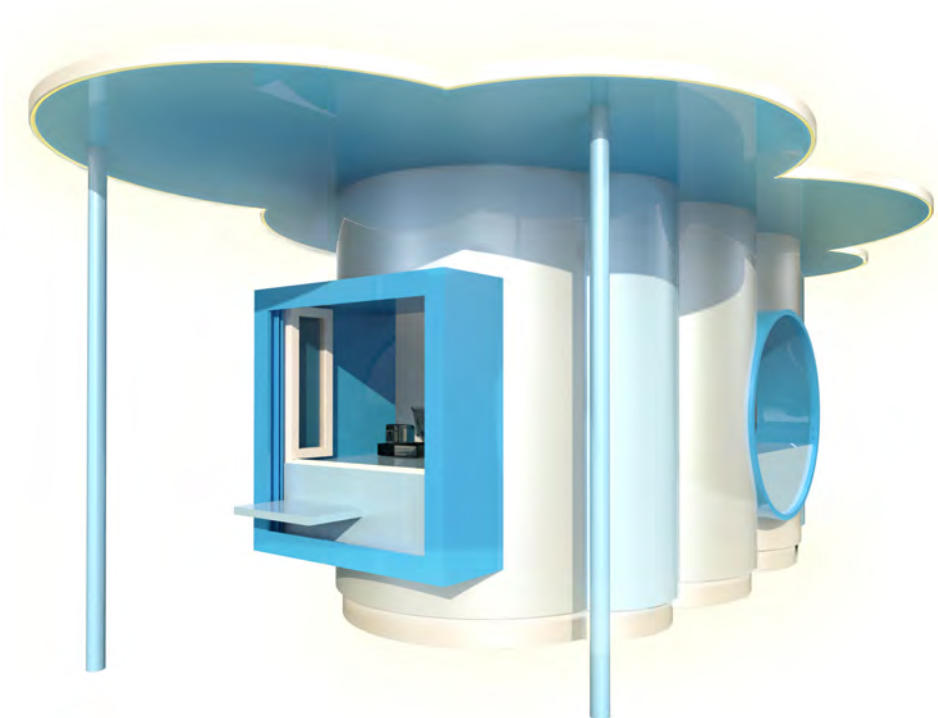
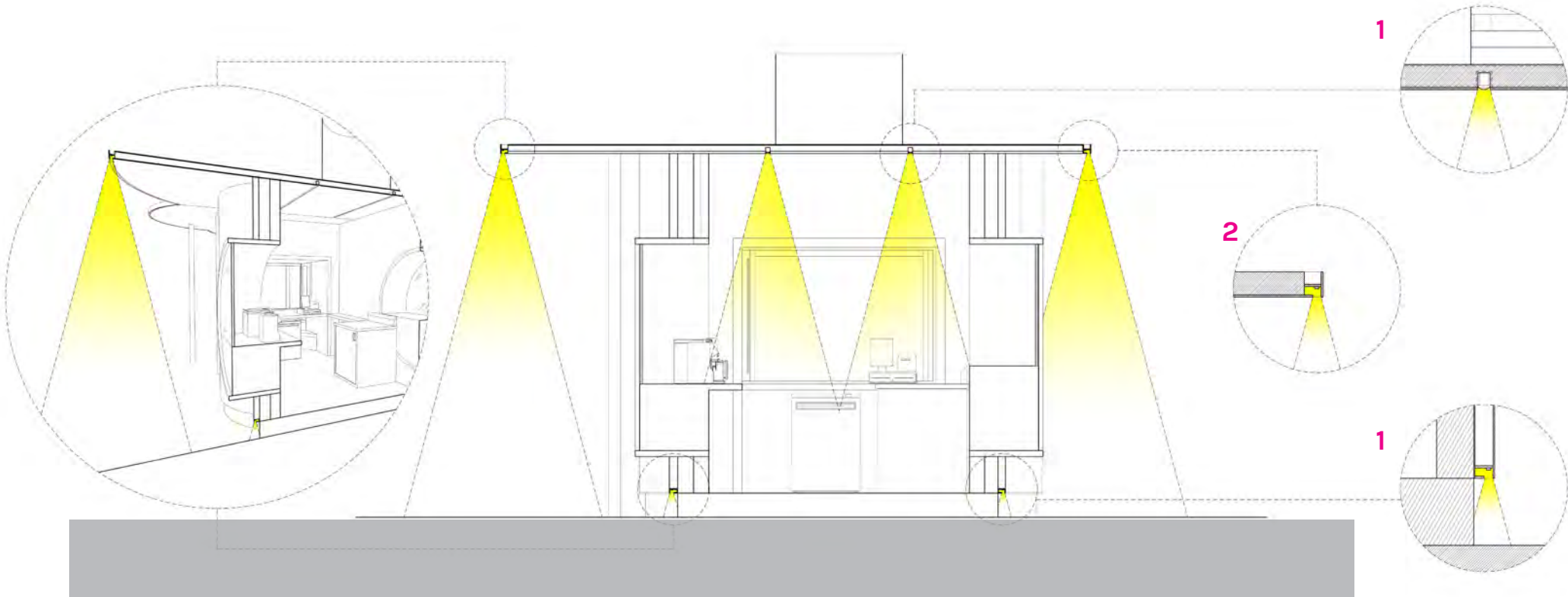
Kiosk Elevation West



1 NEW CIRCULAR WINDOW 2 SERVICE WINDOW 3 MECHANICAL ENCLOSURE

SCALE: 1/4" = 1'-0"

Kiosk Lighting



1 FLEXIBLE LED STRIP LIGHT (EXTERIOR) 2 LED LINEAR FIXTURE (INTERIOR)

Rendered Views 2.0

View Looking North West at Kiosk and Water Fountain



View Looking West at Kiosk

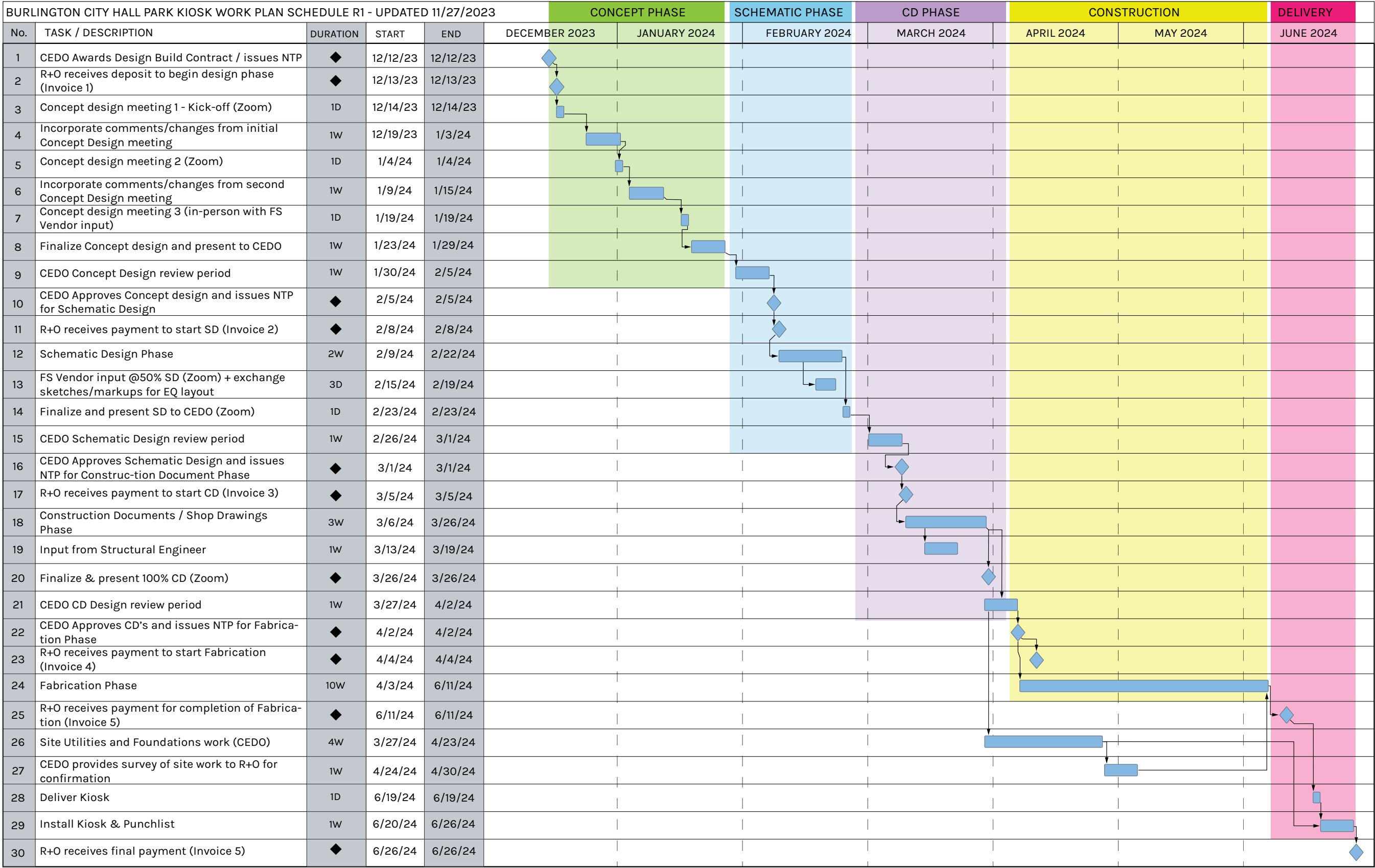


View Looking North at Kiosk



Project Schedule 2.0

Project Schedule



Project Budget + Fee Proposal 2.0

Budget, Fee Proposal and Payment Schedule 2.0

RENZ+OEI proposes to provide the aforementioned services for the lump sum fee as follows:

DESIGN	\$21,700.00
ENGINEERING CONSULTING	\$6,720.00
ARTIST FEE	\$6,000.00
CONSTRUCTION	
- MATERIALS & EQUIPMENT	\$63,000.00
- LABOR	\$95,000.00
SHIPPING AND INSTALLATION	\$12,700.00
TOTAL PROPOSED BUDGET	\$205,120.00

ADDITIONAL COSTS RELATED TO REVISED CONCEPT:

- DESIGN COSTS	\$2,880.00
- BASE LIGHTING	\$1,200.00
- ADDITIONAL WINDOW	\$3,800.00

TOTAL PROJECT COST: \$213,000.00

The Payment Schedule for the aforementioned services to be as follows:

INVOICE 1 - Deposit, due at contract signing	\$18,000
... 7 Weeks	
INVOICE 2 - Progress payment, due at start of SD	\$18,000
... 5 Weeks	
INVOICE 3 - Progress payment, due at start of CD's	\$33,400
... 4.5 Weeks	
INVOICE 4 - Progress payment, due at start of Construction	\$50,000
... 10 Weeks	
INVOICE 5 - Progress payment, due at completion of Construction / prior to Shipment	\$80,000
... 2 Weeks	
INVOICE 6 - Final payment, due at completion of Installation	\$13,600

Thank you !

Design Build Proposal for

City Hall Park Kiosk

Community & Economic Development Office

City Of Burlington, Vermont

29 September 2023

Samantha Dunn
Assistant Director for Community Works
Community & Economic Development Office
Rm 32, City Hall, 149 Church Street
Burlington, VT 05401

Dear Samantha,

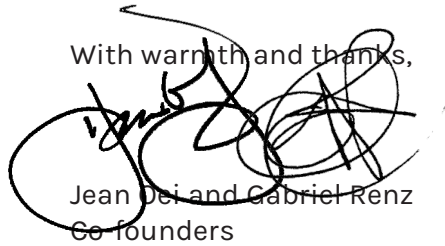
Thank you for the opportunity to respond to this RFP for the Community & Economic Development Office. We are thrilled to be considered for this project and excited about the prospect of further developing and implementing the concepts we have included in this proposal. We believe that our experience and expertise make us the ideal partner to execute this important part of your master plan.

Through visiting the site and meeting your team, we gained a deeper understanding of the vision for this project, which led us to engaging an artist team, Wade and Leta, whom we thought would be the perfect collaborator on the conceptual design of the kiosk. They were ecstatic about participating and have worked closely with us over the last month to develop a concept that we feel truly embodies the context and goals of the project.

We wanted to treat this design brief as a sculptural work of art, that also serves as a well-appointed vending kiosk. In doing so, we feel that we are offering a solution that is not only unique and engaging, but also highly functional and would meet the needs of most any vendor.

By bringing in an exceptional, world-renowned artist team to collaborate on the concept design, and pairing that with our intimate knowledge and experience designing and building kiosks, we are confident that we can offer the greatest value to the City of Burlington in implementing this important component of the City Hall Park Master Plan. As you read through our proposal, you will find that we have addressed each of your criteria either in narrative form or through diagrams and drawings. We welcome any questions that may arise during your review and we look forward to continuing our conversation.

With warmth and thanks,



Jean Dei and Gabriel Renz
Co-founders

Table of Contents

Concept Design4

Rendered Views16

Narratives.....20

Relevant Experience.....25

Who We Are.....36

Project Schedule.....45

Project Budget + Fee Proposal47

Exhibit A.....49

Concept Design

Cloud Bursts of Color

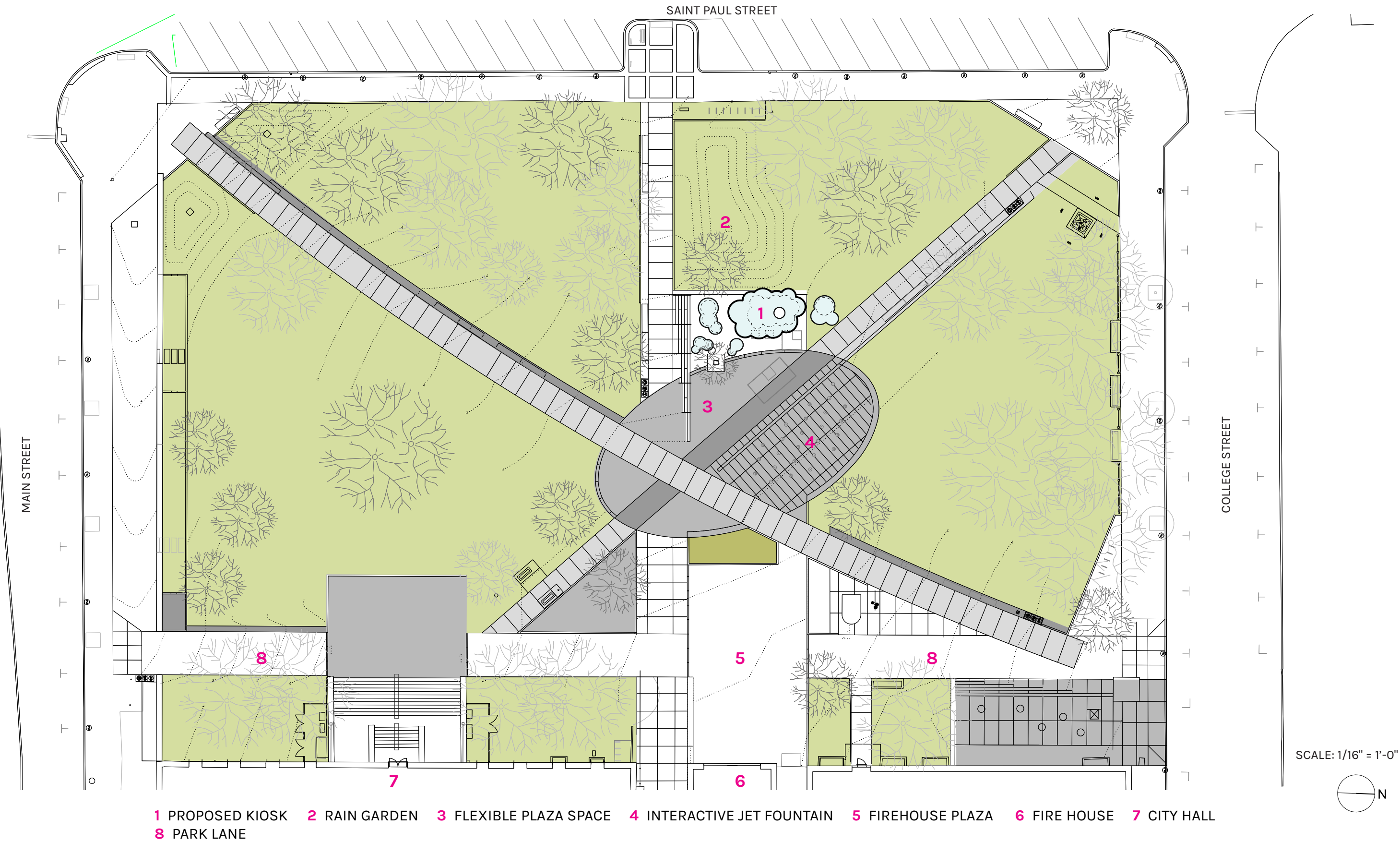
A cloud is light, ageless, timeless, and free. Their weightless formations are optimistic, exceeding the limitations of human travel and discovery. Forever soft and undulating, the cloud becomes an icon of optimism and fanciful exploration.

For Cloud Bursts of Color, our concept systematizes these formations, utilizing a geometric solution to spark an idea of an ethereal setting within the greater lush landscape. Its design is a playful invitation to wanderers from near and far. The motifs of circles expands from the body of the kiosk to its aligning seating and standing table, creating a cluster of cloudbursts in an unsuspecting area.

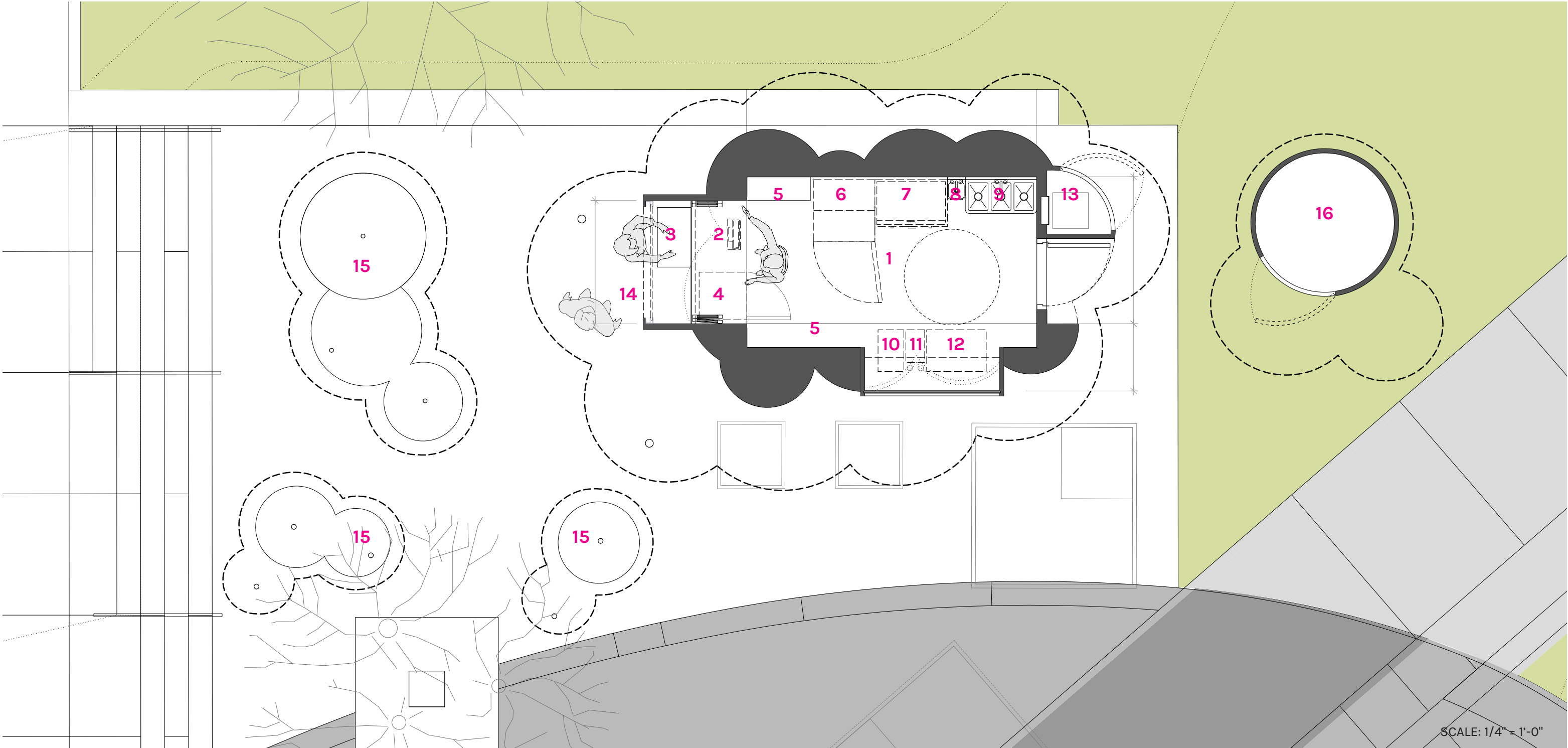
The kiosk stands out boldly with its kaleidoscope of geometric shapes and brilliant hues that mirror Vermont’s vivid seasons. Its form is an ode to the unexpected, an artistic masterpiece that contrasts beautifully with the surrounding landscape. The structure appears to float in its park surroundings, a surreal vision that captures the imagination.

Our vision for Cloud Bursts of Color is simple yet profound: to infuse a splash of color, creativity, and cheer into Vermont’s natural splendor. We aim to draw visitors from every corner of the state and beyond, offering them a vibrant escape into a world of imagination and delight.

City Hall Park Plan

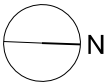


Kiosk Floor Plan

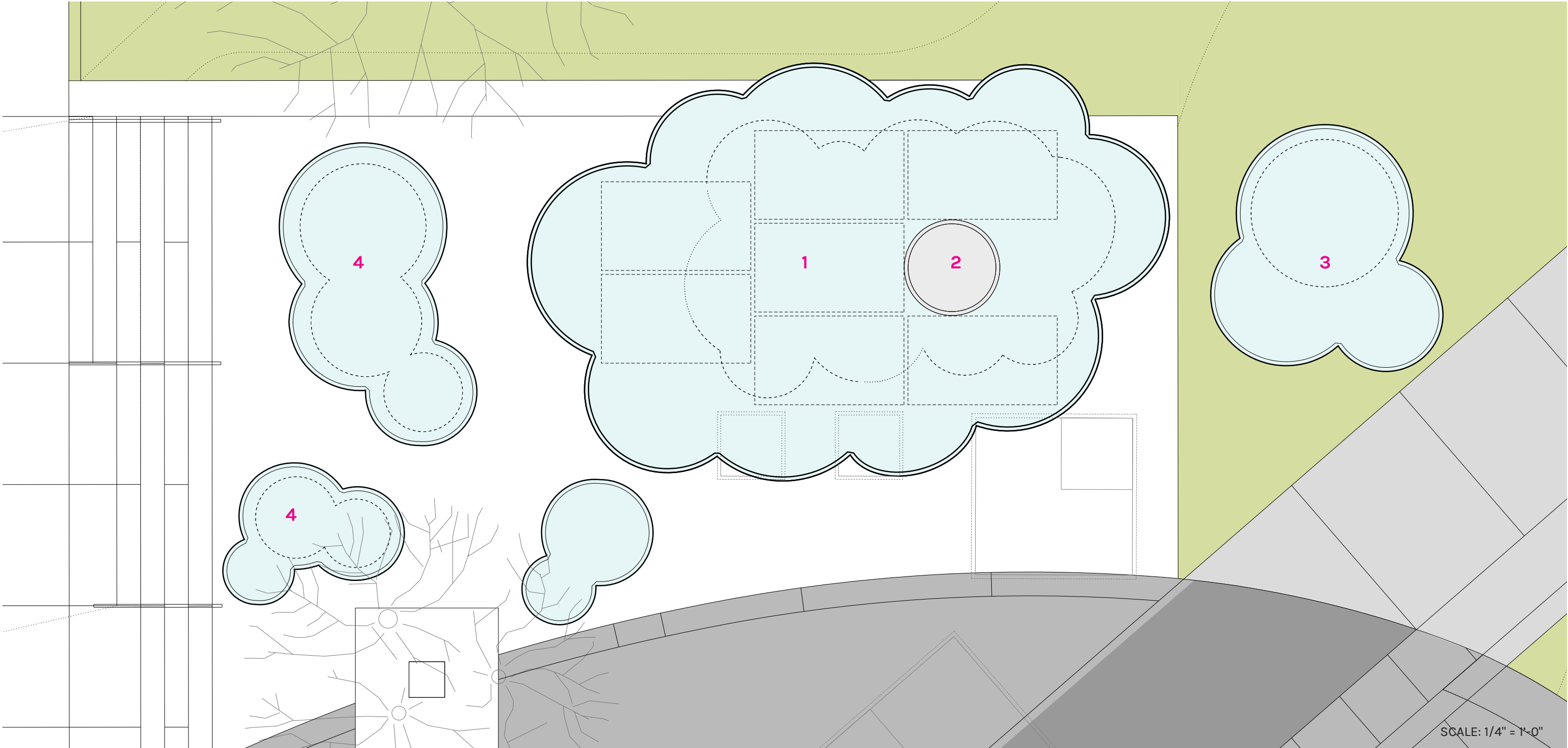


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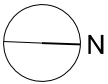
- 1 KIOSK WORKSPACE 100 NSF 2 REGISTER 3 ACCESSIBLE COUNTER 4 UNDER COUNTER REFRIGERATOR 5 COUNTER 6 SANDWICH PREP N.I.C.
7 COUNTERTOP GRIDDLE WITH REFRIGERATED CHEF BASE N.I.C. 8 HANDWASH SINK 9 TRIPLE SINK 10 DRIP BREWER N.I.C. 11 ESPRESSO GRINDER N.I.C.
12 ESPRESSO MACHINE N.I.C. 13 ELECTRICAL PANEL AND FEED 14 ROLL DOWN SECURITY DOOR 15 SEATING AND BAR COUNTERS N.I.C. 16 STORAGE N.I.C.



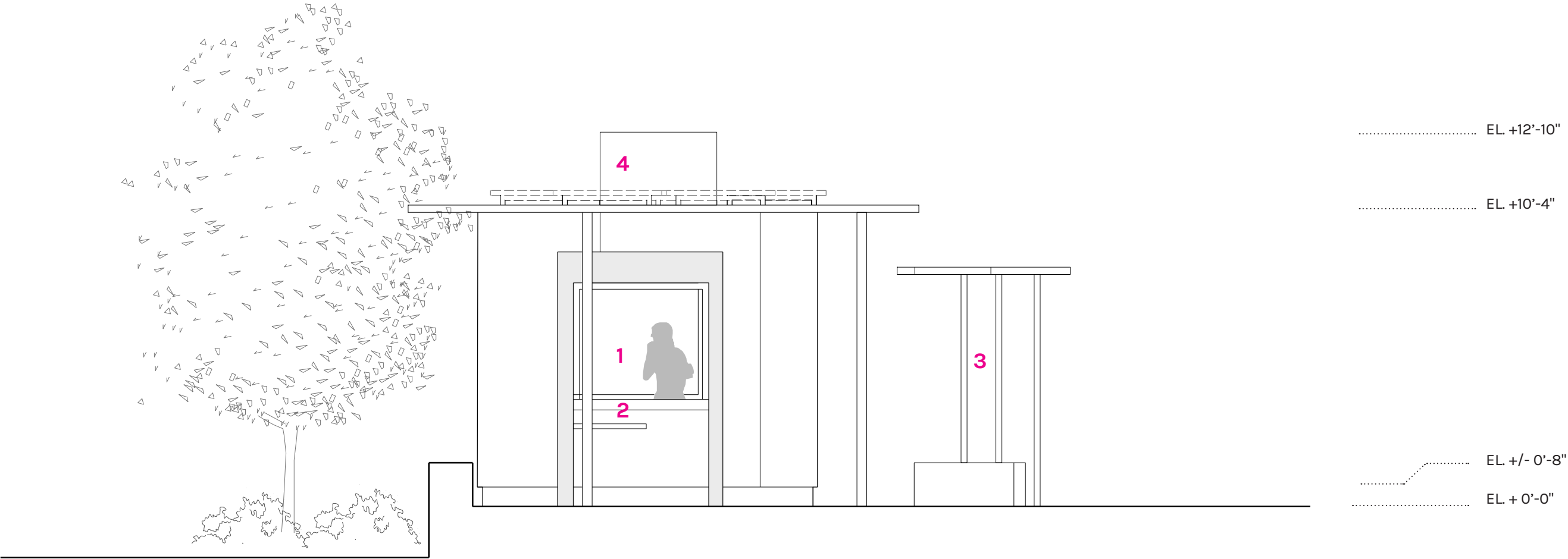
Kiosk Roof Plan



1 KIOSK ROOF SHOWING POTENTIAL PHOTOVOLTAIC ARRAY 2 MECHANICAL ENCLOSURE 3 STORAGE ROOF N.I.C. 4 SEATING CANOPY N.I.C.



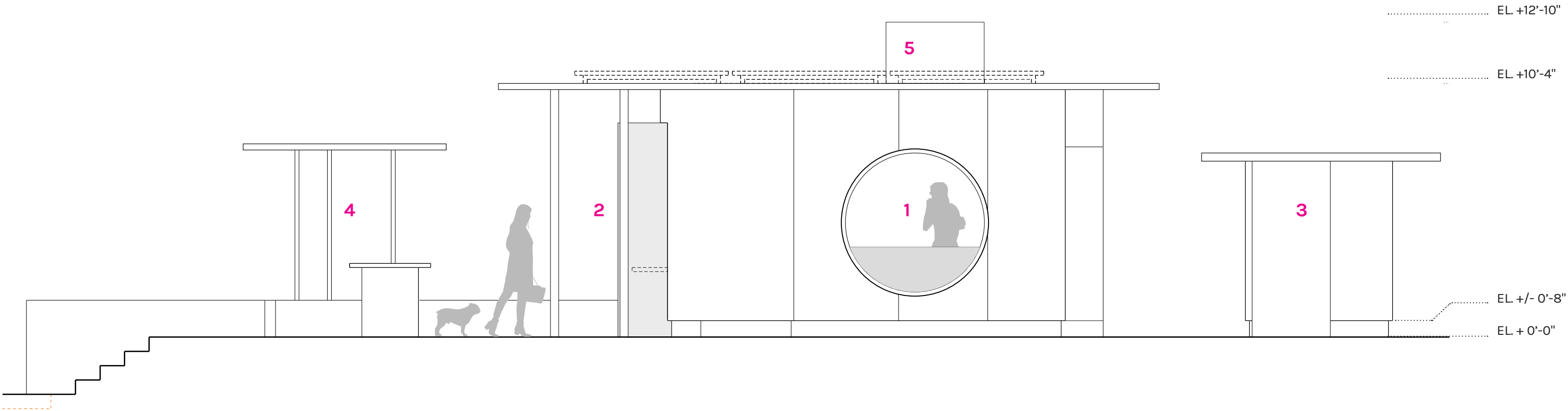
Kiosk Elevation Looking North at Service Window



SCALE: 1/4" = 1'-0"

- 1 SERVICE WINDOW 2 ACCESSIBLE COUNTER 3 SEATING AND BAR COUNTERS WITH CANOPY N.I.C.
4 MECHANICAL ENCLOSURE

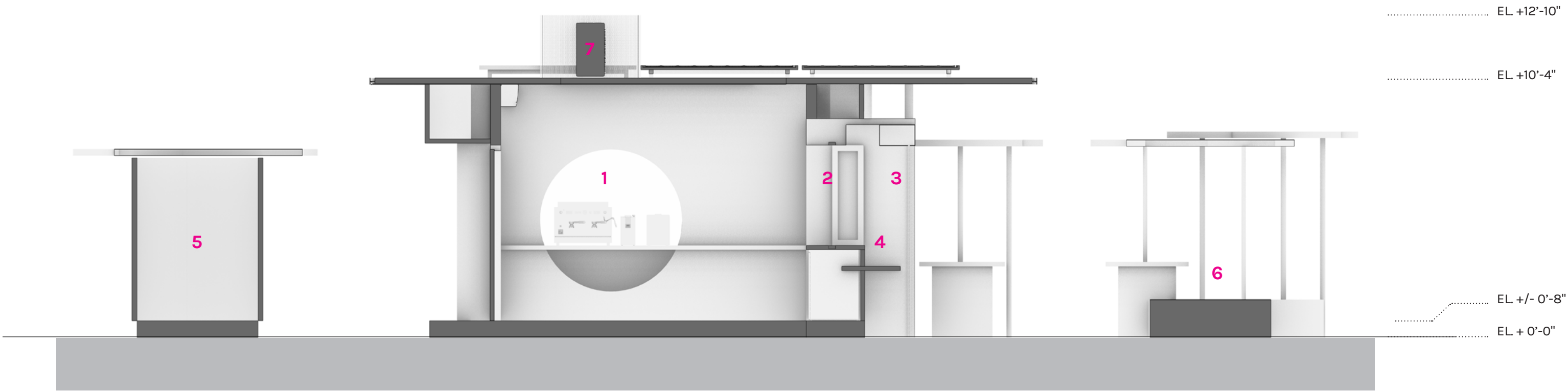
Kiosk Elevation looking West



SCALE: 1/4" = 1'-0"

- 1 CIRCULAR WINDOW / COFFEE STATION 2 SERVICE WINDOW 3 STORAGE N.I.C. 4 SEATING AND BAR COUNTERS WITH CANOPY N.I.C.
5 MECHANICAL ENCLOSURE

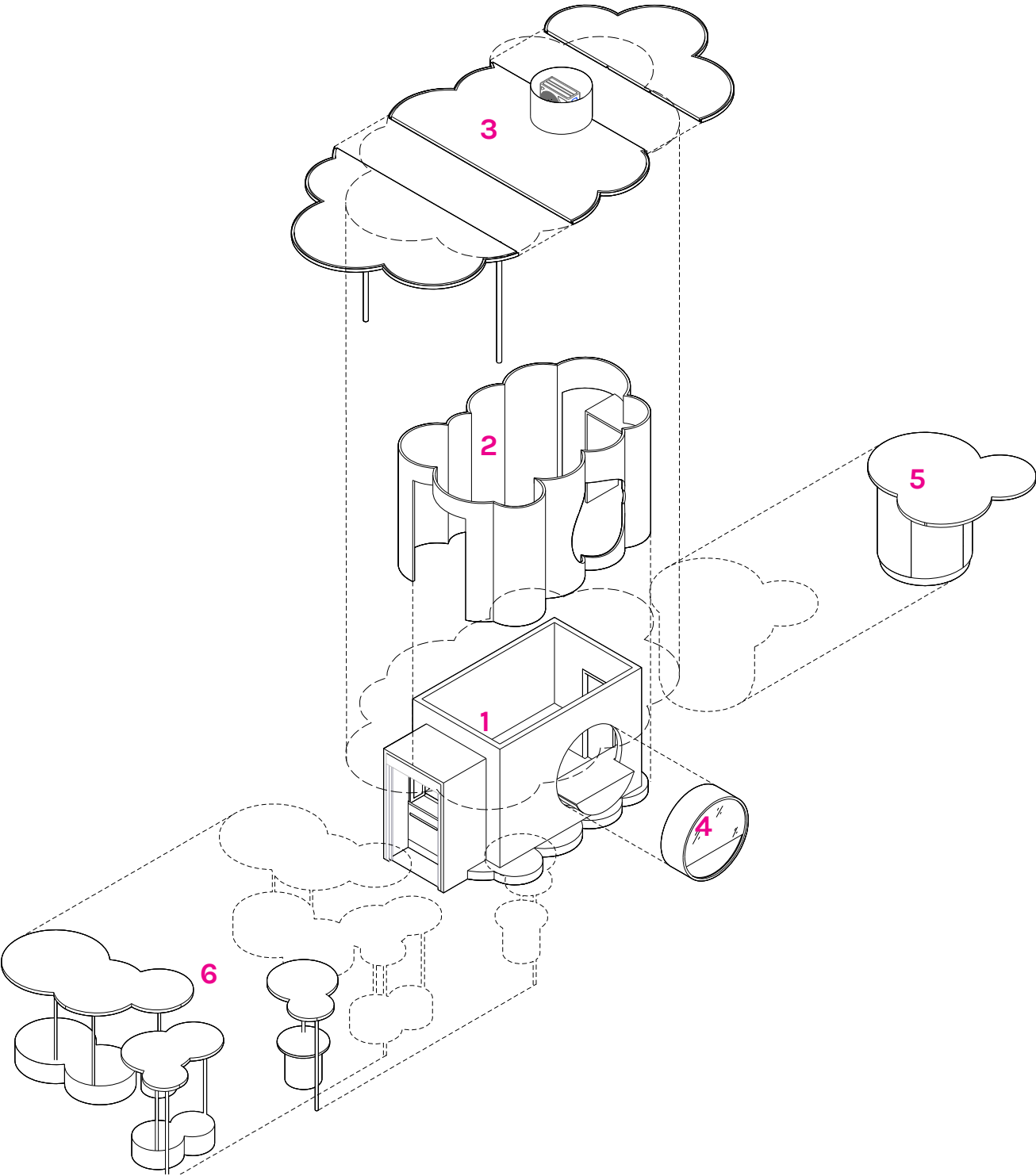
Kiosk Rendered Section Looking East



SCALE: 1/4" = 1'-0"

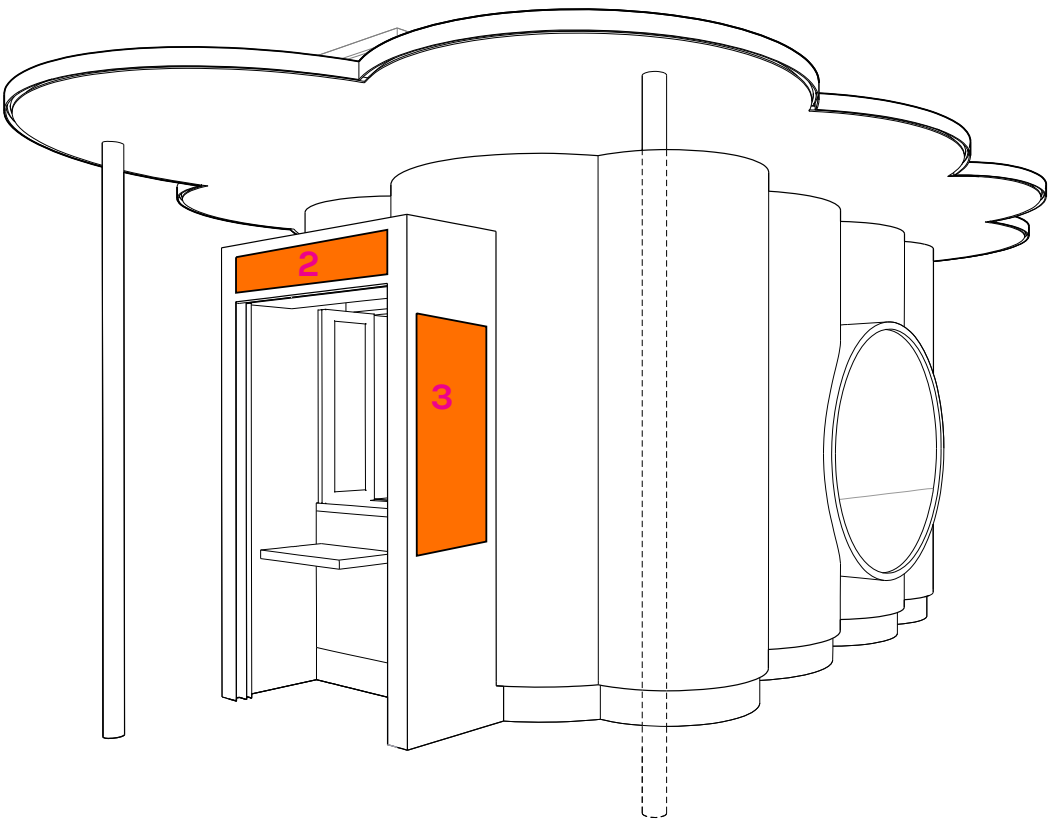
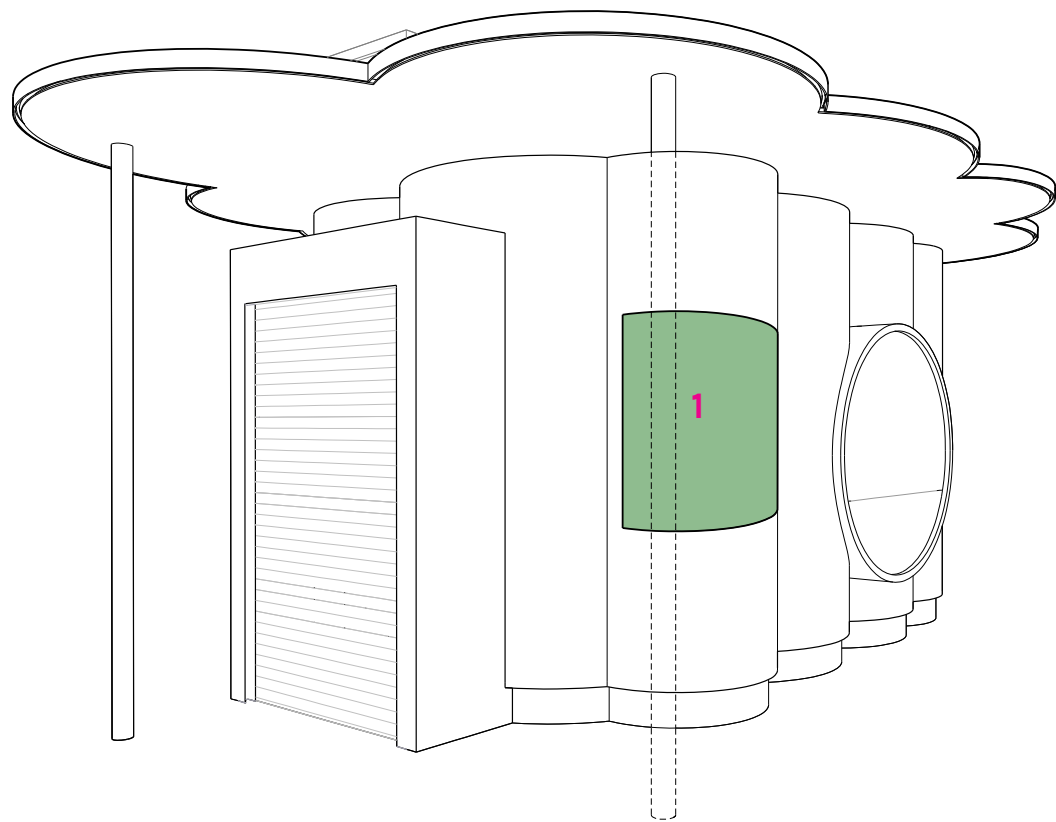
- 1 CIRCULAR WINDOW / COFFEE STATION 2 SERVICE COUNTER WITH BIFOLD WINDOWS 3 SECURITY DOOR 4 ACCESSIBLE COUNTER 5 STORAGE N.I.C.
6 SEATING AND BAR COUNTERS WITH CANOPY N.I.C. 7 MECHANICAL ENCLOSURE

Kiosk Exploded Axonometric



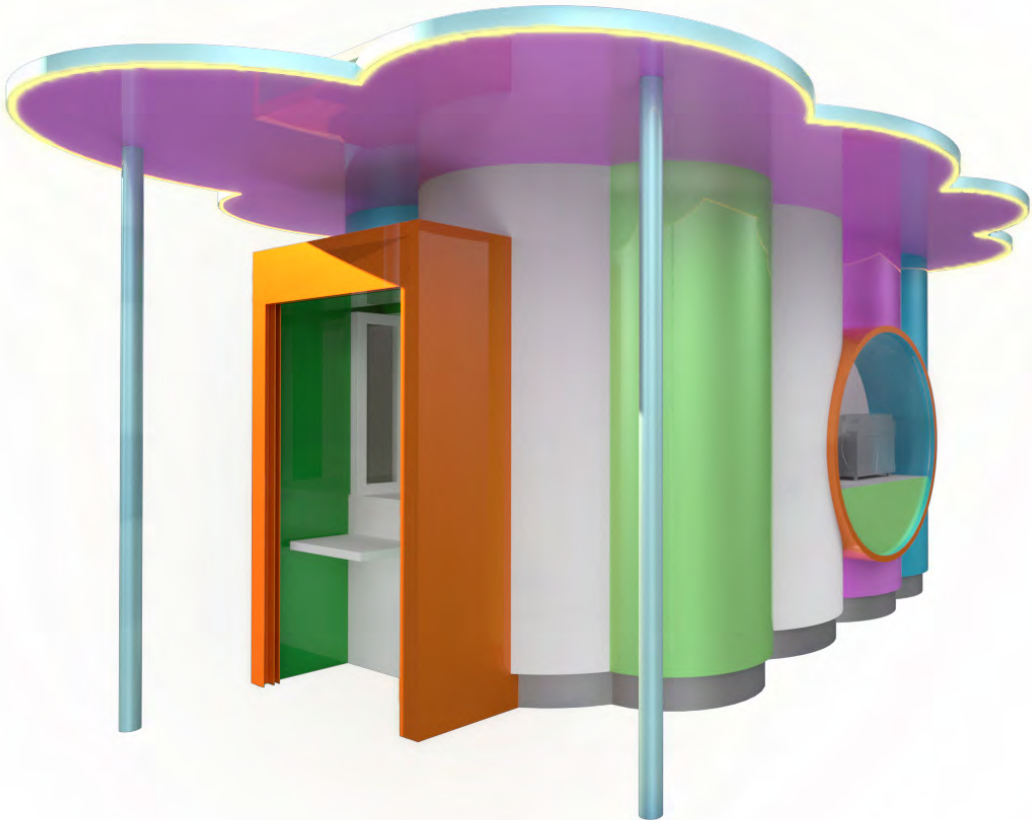
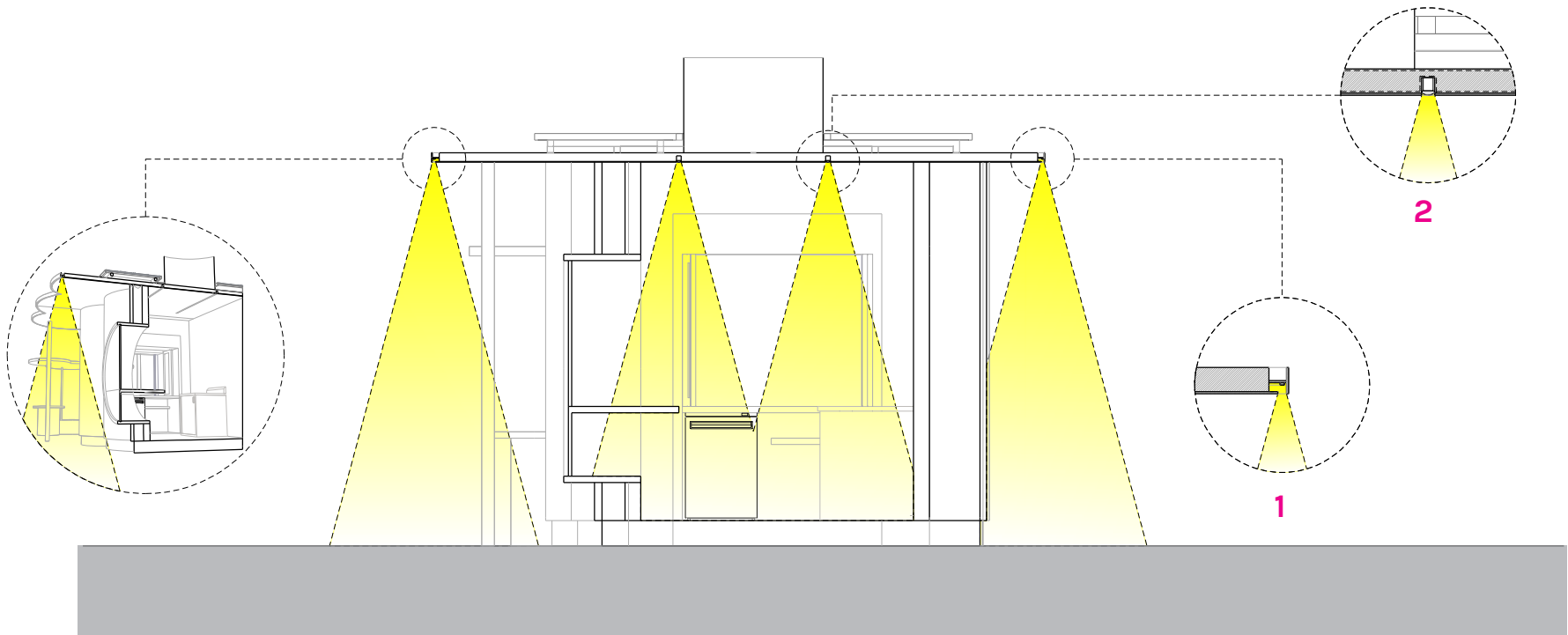
1 KIOSK FRAME 2 KIOSK SKIN 3 KIOSK ROOF 4 CIRCULAR WINDOW 5 STORAGE N.I.C.
6 SEATING AND BAR COUNTERS WITH CANOPY N.I.C.

Kiosk Signage



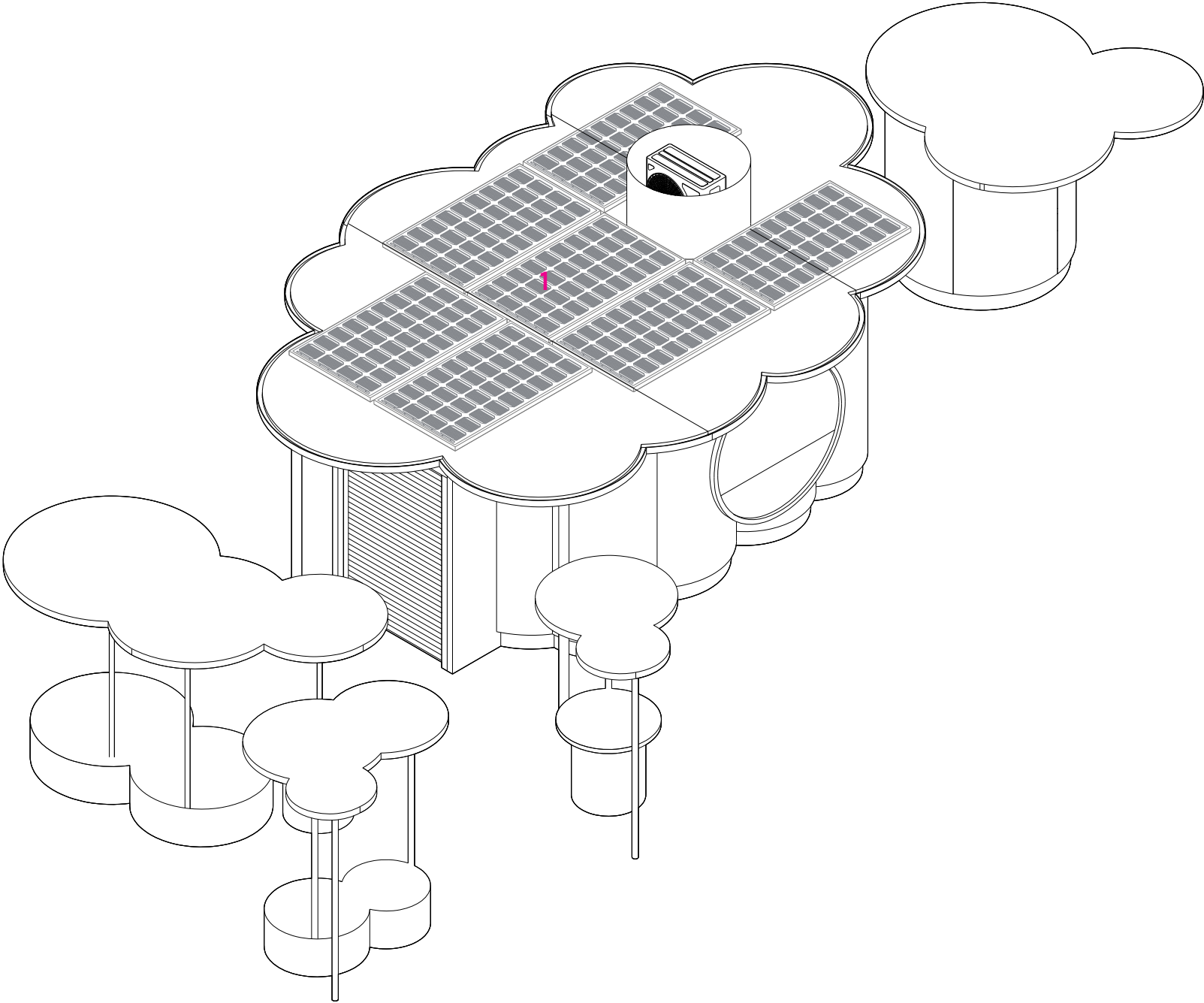
1 INFORMATIONAL SIGNAGE ZONE 2 VENDOR SIGNAGE 3 VENDOR MENU

Kiosk Lighting



1 FLEXIBLE LED STRIP LIGHT (EXTERIOR) 2 LED LINEAR FIXTURE (INTERIOR)

Photovoltaic Modules



1 PV ARRAY

Rendered Views

View Looking North West at Kiosk and Water Fountain



View Looking West at Kiosk



View Looking North at Kiosk



Narratives

Proposed Design

Expanding further from the Artist Statement at the outset of this proposal, our proposed design aspires to engage passerby by creating an inviting respite full of otherworldly forms and colors that invoke curiosity, wonder and calm, while also fulfilling an earnest need for sustenance and energy in a convenient location, unfettered by the conventions of stereotypical vending. In keeping with the redesigned vision for City Hall Park, our team sought to further expand on and highlight the simplistic beauty of the Wagner-Hodgson design by providing an amenity that allows users to more fully enjoy and experience the park and the existing adjacent features.

The cloud-like canopy provides both shade in the summer months, helping to keep the patrons cooler as they queue, and shelter from the elements alike during inclement weather. The circular window facing east allows for an engaging view into the workings of the kiosk, while also providing ambient light to the queue area during the evening.

The perimeter of the cloud shaped roof will feature a flexible LED strip light that will cast a glow onto the brightly colored surfaces below and act as a subtle beacon during evening hours, drawing in curious passerby.

The service counter will be outfitted with a bifold window which opens from the center and folds flat at either side of the opening during the warmer months. During the cooler months, the window can remain closed while there are no customers actively placing orders, and only half the window can be opened and closed, helping to maintain heat within the kiosk. The service counter will have an ADA accessible lower-level counter than can be folded away when the security door is closed.

Design Parameters

The proposed kiosk is approximately 150 gross square feet (100 usable square feet) and would be built from materials specifically selected to be majority post-consumer recycled, have the lowest-embodied carbon available in each category, and highest performance energy efficiency ratings.

The kiosk will utilize a structural steel framing system with a well insulated airtight envelope. Heating and ventilation will be provided by high-efficiency ductless mini-split heat-pump system designed for operation in sub zero climate zones.

The kiosk will have a solar-ready roof complete with a rack system and empty conduit run to electrical closet so that a PV array can be added easily at a later date, or elected as an alternate during the design or construction phase. The roof and gutter system can be directed to divert storm water to a capture/re-use system that can be installed at a later date by the client.

All interior wall, ceiling and flooring surfaces will be constructed from FSC certified materials with high-performance commercial grade finishes that promote easy cleaning and sanitization as well as long-term durability and ease of replacement should the need arise. The exterior skin of the kiosk will be covered with an anti-graffiti film manufactured by Aslan. This will allow for easy removal of grafitti as well as periodic changing of graphics or repairs.

Collaboration and co-ordination

Once the city has selected a Food Service Vendor (recommended to be chosen no later than 50% SD), RENZ+OEI will conduct program and information gathering meetings as well as provide plans and equipment schedules for the selected vendor to specify their requirements in terms of ventilation, electrical loads and locations, plumbing requirements and any layout preferences or storage necessities.

RENZ+OEI will then continue with the design work to incorporate any specified items that are included in our base scope, as well as provide infrastructure and planning for any items that are vendor-supplied and can be reasonably accommodated with our design.

Wrapping up the SD phase, RENZ+OEI will provide documents to the City staff for their internal review and submission to any local Authorities Having Jurisdiction that may need to review or approve any aspects of the design.

Fabrication

Having built several food service vending kiosks that have operated successfully in the NYC area, RENZ+OEI has intimate knowledge of the systems and materials required to create a robust, long-lasting and visually stunning structure, that performs well for many years with minimal maintenance required.

RENZ+OEI utilizes industry standard best practices for fabrication of architectural metals, building structures and enclosures, decorative metals finishes, and building openings and fenestration. While the majority of the work to build and deliver the kiosk will be performed with our own forces (in house team/crew), RENZ+OEI will engage plumbing electrical and HVAC contractors to perform certain aspects of the mechanical and electrical components of the work.

Installation

This proposal contemplates delivering a fully constructed and functional kiosk to the intended site. Given the size and weight of the kiosk in its final built form, RENZ+OEI will endeavor to deliver the kiosk on a low-boy trailer pulled by a semi tractor and then lifted into place with a knuckle boom truck crane.

Adequate pathways suitable for Fire Truck loads leading to the kiosk site will be required to install the kiosk in its intended location. Should access to the location not be available due to size or loading constraints, an alternate plan will be required, involving a larger crane with greater capacity and farther reach to lift the kiosk from a remote location to its final site.

During the design and planning phase, RENZ+OEI will advise CEDO regarding sizing and design of foundations, underground utilities, and any other necessary elements that will need to be carried out under separate contract. RENZ+OEI will assist in coordinating this scope of work as it relates to the kiosk installation, i.e. RENZ+OEI will specify locations for utility stub-ups, and points of connection.

Prior to delivery of the kiosk RENZ+OEI will require an as-built survey of all newly installed appurtenances related to the installation of the kiosk.

Relevant Experience

RENZ+OEI / Downtown Brooklyn Kiosks

Downtown Brooklyn Partnership and WXY engaged RENZ+OEI to design/build a pair of vending kiosks for two public plazas in downtown Brooklyn.

Two 80 SF temporary structures designed to be self-sufficient and utilize a trapezoidal shape to provide both a striking form and practical functionality.

Client: Downtown Brooklyn Partnership
Location: Brooklyn, New York
Built: 2017 - 2018



RENZ+OEI / Flat Iron Plate Kiosk

Benvenuto Cafe in TriBeCa operates several vending kiosks throughout NYC and Brooklyn. The one located at the Flatiron Building was built from a 20’ shipping container and needed an update and renovation.

Benvenuto’s owner tasked RENZ+OEI with picking up the existing shipping container, completing a full redesign and renovation and redelivering the kiosk within 6 weeks to limit the amount of down-time.

Client: Perry Mallas
Location: Manhattan, New York
Year: 2019



RENZ+OEI / Chelsea Waterside Park Kiosk

Currently under construction is a 110 sf kiosk designed in collaboration with CDR Architects for Hudson River Park Trust’s Chelsea Waterside Park renovation. This kiosk is slated to be completed in October 2023 and will offer seasonal vending of coffee and food.

Client: Hudson Riverside Park Trust
Location: Manhattan, New York
Year: 2023



RENZ+OEI / OONEE Pod Kiosks

Design and fabrication of (3) OONEE Pod Bicycle Storage Kiosks, including a watering system for the roof vegetation and mounting racks for solar panels

Client: Modular Streetscape Systems, Inc.

Location: Various locations, New York

Year: 2018



RENZ+OEI / Little Island Waste Management and Storage Sheds

Little Island approached RENZ+OEI with a design brief that requested a pair of structures to be used for storage and waste management, that would blend in with the neighborhood and not draw attention. The brief also required that they be very low maintenance and last many years in the salt environment on the west side of Manhattan. RENZ+OEI devised a way to pre-age galvanized steel by applying a blackening patina over the hot-dipped galvanized surface. The result was a stunning natural looking finish that blends nicely with the surrounding environment.

Client: Pier 55, Inc
Location: Manhattan, New York
Year: 2022



Wade and Leta / Now You See Me

A large scale public art installation giving people a place to rest and be inspired by color and shape. Using positive and negative layering to create dynamic relationships within structural space. With each viewing a new sightline and silhouette can be found.

Client: Brookfield Properties
Location: London, UK
Year: 2023
Dimensions: 46 x 26 feet
Medium : Mild steel box section, MDF outer cladding, wood, paint



Wade and Leta / Paint Your Own Path

5 larger-than-life sculptures designed for finding your own perspective. Varying from 10' to 15' in height, these looming sculptures were inspired by the precarious ways in which we stack objects, creating points of tension that feel like they're always on the brink of collapsing.

Client: Toyota / Bonnaroo
Location: Manchester, Tennessee, USA
Year: 2022
Dimensions: 10' - 15' x5
Medium: Foam Sculpture, Epoxy, Acrylic, Steel



Wade and Leta / Healing From Another World

Using large Inflatables to create a floating universe that flows and bounces from the first to second floors with a slide hidden between for extra excitement and bring positivity to all.

Client: Showfields

Location: Miami, Florida, USA

Year: 2021

Dimensions: 25' h x 13'w

Medium: PVC inflatables, polyester carpet



Wade and Leta / Sea Sculptures

A seascape of sculptures in a historic New York City district.

Client: Howard Hughes / Seaport District NYC

Location: South Street Seaport, NYC

Year: 2019

Dimensions: Ranging 4' in H - 8' W

Medium: Marine-grade plywood and acrylic paint



Wade and Leta / A Part For All

An artful expanse for lovers and, dancers and art lovers. With sculptures and a giant maze designed for exploration and fun. The piece launched with a big party that had dancers hidden through the spaces.

Client: A/D/O - BMW/Mini

Location: A/D/O, New York

Year: 2019

Medium: Marine-grade plywood, steel, acrylic paint



Who We Are

Project Team

As the Design-Builder, RENZ+OEI will lead the project team through the completion of the design and shop drawing process, then seamlessly transition through the fabrication and delivery phases.

During the conceptual design phase, RENZ+OEI will continue to work closely with Wade and Leta to translate the Artists’ vision into a functional design which can be further developed through the design process to ultimately meet the needs of the City and the Vendor.

RENZ+OEI will engage with Harris Structural Engineering throughout the SD and CD phases of design to ensure that the structural design meets applicable codes and design criteria, while staying true to the design-in-tent.

RENZ+OEI / Firm Profile and Biography

RENZ+OEI is a Brooklyn-based multi-disciplinary design-build studio founded by Jean Oei and Gabriel Renz in 2015. The studio’s diverse background of art, architecture, design, fabrication and technology brings a unique versatility and expertise to the practice. RENZ+OEI is committed to highly innovative design and fabrication through research and analysis of the core issues surrounding each project. Building on the combined experience of their completed work and ongoing research, they approach every project as unique and search for original solutions.

Singapore-born Jean is an architect and a skilled decoder of complex architectural programming. Prior to co-founding RENZ+OEI, Jean spent over 16 years with Morphosis Architects, working on many award-winning projects with Pritzker Prize laureate Thom Mayne. Jean led design and programming on projects including 41 Cooper Square, the LEED Platinum-rated academic building at The Cooper Union and The Bloomberg Center for the Cornell NYC Tech Campus on Roosevelt Island, designed to be one of the largest net-zero-energy buildings in the United States. She previously held a leadership role at The New School, overseeing campus and space planning, as well as leading university-wide space initiatives in New York City and Paris. Jean holds a BS in Architecture from Kent State University and a MArch from the Southern California Institute of Architecture.

With over 25 years of experience in the design and construction industry, Gabriel’s expertise includes owning and operating Architectural Metal fabrication businesses, working as a construction manager, owner’s representative, general contractor, and journeyman structural steel fabricator, among other things. Known for being a team player and finding inventive solutions to complex challenges, Gabriel has frequently collaborated with clients, architects and artists to realize their visions for unique interior spaces, complex kinetic structures and large-scale sculptural works of art. Gabriel brings his deep knowledge and experience to every aspect of what he does, making him an invaluable resource to have on any type of project!



RENZ+OEI / Select Experience

GOVERNMENT	CULTURAL / INSTITUTIONS	COMPANIES
NYC EDC Brooklyn Army Terminal Ferry Shelter, Brooklyn, NY (2018)	New Museum Expansion New York City, NY (2022- Present)	WXY Architecture Office Interior Fitout and Furniture, New York City, NY (2022)
COMMUNITY / ORGANIZATIONS	Saint Patrick’s Cathedral Fence New York City, NY (2021)	335 Madison Avenue 11th Floor Interiors, New York City, NY (2022-Present)
Herald Square Comfort Station Renovation, New York City, NY (2023)	MoMA Interior Custom Fabrication New York City, NY (2019)	335 Madison Avenue Phase 3 Interiors, New York City, NY (2021-Present)
Chelsea Waterside Park Kiosk New York City, NY (2022-Present)	ART	Armani Corporate Headquarters New York City, NY (2022)
Little Island Waste Management Storage Shed, New York City, NY (2022)	Kennedy Yanko Sculpture Fabrication, New York City, NY (2021-Present)	THE SHED Interior Custom Fabrication, New York City, NY (2022)
Bryant Park News Stand Renovation, New York City, NY (2021)	Gladstone Gallery Installation Fixtures, New York City, NY (2018-Present)	335 Madison Avenue Lobby Custom Fabrication, New York City, NY (2020)
Downtown Brooklyn Kiosks Brooklyn, NY (2017- 2018)	SuperBlue Miami, Experience designed by TEAMLAB Miami, FL (2020)	Verizon Skyward Drone Logistics Trailers, Lancaster, PA (2020)
	Cooper Union Gallery Art Installation Fixtures, New York City, NY (2016-2020)	Flat Iron Plate Kiosk, New York City, NY (2019)
	Future Colossal AR Experience Fabrication, New York City, NY (2019)	Oonee Bicycle Storage Pods New York City, NY (2019)
	Marianne Boesky Gallery Art Installation Fixtures, New York City, NY (2018)	

RENZ+OEI / References

WXY Architecture and Urban Design
Claire Weisz
claire@wxystudio.com

Downtown Brooklyn Partnership
Regina Myer
rmyer@downtownbrooklyn.com

Little Island
Brett Figel
brett.figel@littleisland.org

Wade and Leta / Artistic Statement and Biography



Wade and Leta make Music For Your Eyes. Their studio combines Purposeful Eclecticism and Performative Design to create satisfying and emotional visuals. Ranging from colorfully charged compositional paintings to large-scale installations and sculptures, their work utilizes any and all disciplines and mediums. Not only are Wade and Leta creative collaborators, but they are life partners too. Their combined work and life mentality gives them the freedom to explore together and constantly be influenced by how they see the world, no matter where they are.

Wade and Leta’s work attempts to invigorate people, spaces and places through colorful euphoria. By choosing the right hues, their work ignites fantastical feelings through shape, color and form. Their aesthetic feels overwhelming, yet simultaneously simple; they combine many elements and their unique background to create unexpected moments that allow for multiple viewpoints and experiences. They believe each project is unique and needs to be considered as such and will always try something new before repeating themselves.

They work internationally and have given talks about their practice globally in all continents except Antarctica.

Wade and Leta / Clients, publications and exhibitions

SELECT CLIENT LIST		SELECTED PUBLICATIONS	SOLO EXHIBITIONS
A24 Adobe AIGA, Airbnb Bloomberg Businessweek Bonnaroo Brookfield Properties Comme Des Garçons D.S. & Durga Facebook Google, Herman Miller Howard Hughes Group IBM Omotesando Hills Japan The New York Times Toyota Uniqlo Japan		A Photographic—and Romantic— Duo Creates Double Self Portraits With a Sense of Humor New York Times Style Magazine (USA)	2023 Big Bang! E03 Gallery Beijing, China
		How Wade and Leta Tell Scented Stories The Essence, Published by Gestalten (DE)	2023 Bless This Mess GASBON Metabolism Yaminashi, Japan
		Color Clash Counter Prints Books (UK)	2023 Now You See Me Brookfield Properties London, United Kingdom
		Leta Sobierajski and Wade Jeffree: Alchemy & Cult Psychology Elephant Magazine (UK)	2021 Healing From Another World Showfields Miami, USA
		In New York, the Dynamic Duo Continue to Reach Greater Heights Champ Magazine (JP)	2020 Music To Your Eyes Calm and Punk Gallery Tokyo, Japan
		An Interview with Leta Sobierajski The Great Discontent (USA)	2019 Seaport Seascapes, New York City Seaport District, New York, USA
		In Conversation with Wade and Leta Polpettas on Paper (ES)	2019 A Party for All A/D/O New York, USA

Harris Structural Engineering / Firm Profile and Biography

HARRIS STRUCTURAL ENGINEERING was founded in 2004 to provide excellence in design, engineering, and construction consulting. We are committed to achieving consummate client satisfaction.

We provide full structural engineering services from initial plan through construction. Our innovative and responsive approach to structural engineering - with licenses held in California, Maine, Massachusetts, New Hampshire, New York, and Vermont - yields successful projects from coast-to-coast. We design cost-effective solutions adapted to the design needs of each client, and their satisfaction is testimony to our success.

We understand that design is not only knowing current rules and regulations, but also recognizing the needs of local construction professionals. It is our expertise in architectural requirements, rapport with regulatory agencies, and ability to perform within tight budgetary and time constraints that set us apart in our field.

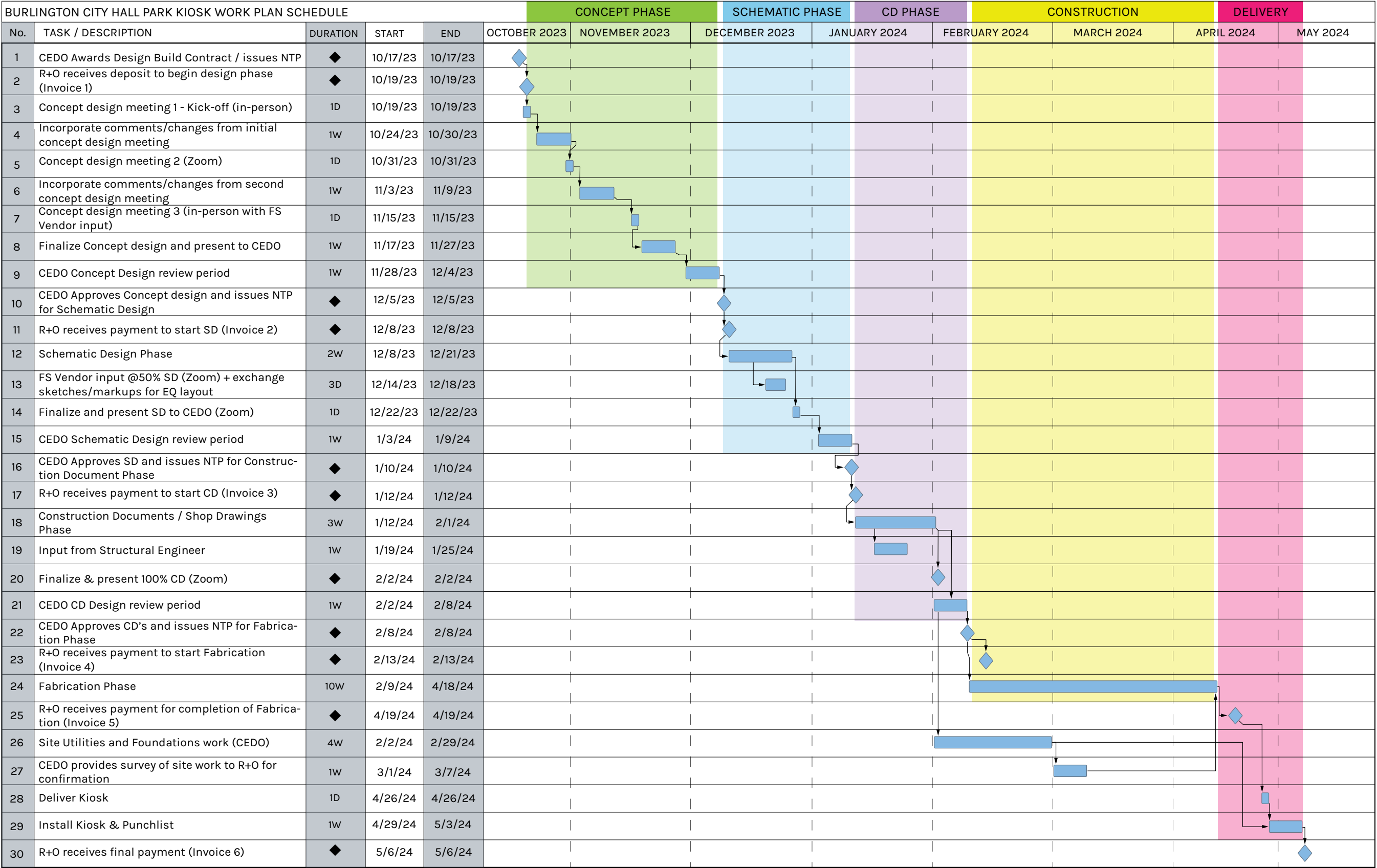
Andrew P. Harris, P.E. is currently licensed as a Professional Engineer by the California Board of Professional Engineers and Land Surveyors with License Number C65677, State of New Hampshire Office of Professional Licensure and Certification license #11887, by The University of The State of New York Education Department License Number 093100, State of Maine State Board of Licensure for Professional Engineers License Number 13836 and the Vermont Board of Professional Engineering with License Number 8601 in the Structural discipline. Andrew P. Harris, P.E. is also a Model Law Engineer as defined by The National Council Examiners for Engineering and Surveying with Record number 28134.

Harris Structural Engineering / **Select Experience**

	COMMERCIAL	RESORT / HOSPITALITY	EDUCATIONAL
	Agricultural Cooperative, Windsor, VT. 10,000 sq ft mixed-use cheese processing and retail	Leunig’s Bistro Expansion, Burlington, VT	Rock Point School Fire Escape Evaluation, Burlington, VT
	Applied Research Associates, Randolph, VT 10,000 sq ft warehouse to office conversion	Santa Cruz Marriott, Santa Cruz, CA	
		Hanover Country Club, Hanover, NH	
	Johnson Building, Santa Rosa, CA 7,500 sq ft warehouse	RESIDENTIAL	
	Deckers Land Cruisers Restoration, Petaluma, CA. 8,000 sq ft retail/ warehouse space	Ocean Bay Estates, Brookings, OR Seven lot custom subdivision	
		Van der Horst Residence, Santa Rosa, CA. 7,000 sq ft custom residence	
	VETERINARY HOSPITALS / OF- FICES	Private Residence, Charlotte, VT	
	Peak Veterinary Referral Center, Williston, VT 10,000 sq ft specialty animal care		
	Petaluma Animal Shelter Petaluma, CA		
	Valley Kennel Palm Springs, CA		

Project Schedule

Project Schedule



Project Budget + Fee Proposal

Budget, fee proposal and payment schedule

RENZ+OEI proposes to provide the aforementioned services for the lump sum fee as follows:

Design	\$ 21,700
Engineering Consulting	\$ 6,720
Artist Fee	\$ 6,000
Construction	
- Materials and Equipment	\$ 63,829
- Labor	\$ 95,000
Shipping AND Installation	\$ 12,750
TOTAL PROPOSED BUDGET	\$206,000

Alternates:	
- Seating and Tables	\$15 - \$30K
- Storage Shed	\$15 - \$20K
- PV System on Roof	\$10 - \$15K

The Payment Schedule for the aforementioned services to be as follows:

Invoice 1 - Deposit	\$17,200
Due at contract signing	
... 7 Weeks	
Invoice 2 - Progress payment	\$17,200
Due at start is SD	
... 5 Weeks	
Invoice 3 - Progress payment	\$31,600
Due at start of CD's	
... 4.5 Weeks	
Invoice 4 - Progress payment	\$47,400
Due at start of Construction	
... 9 Weeks	
Invoice 5 - Progress payment	\$79,000
Due at completion of Construction / prior to Shipment	
... 2 Weeks	
Invoice 6 - Final payment	\$ 13,600

Exhibit A

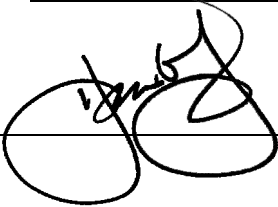
Exhibit A

Understanding of RFP Procedure, Terms and Conditions
This page to be returned with qualifications submission

I acknowledge that I have read and understand all procedures and requirements of the above reference RFP and have complied fully with the general terms and conditions outlined in the RFP.

Consultant/Team: RENZ+OEI x WADE AND LETA

Representative's Printed Name: JEAN OEI

Representative's Signature: 

Date: 29 SEPTEMBER 2023

EXCEPTIONS:

All intellectual property, designs, artwork, or other confidential information contained within this submission are to remain the sole property of the artists, designers, fabricators and consultants participating in this request for proposal. No transfer of ownership of rights, or licensure for limited use is granted or otherwise construed by the submission of this proposal presentation.

Thank you!

**Attachment C:
Burlington Standard Contract Conditions Design Build**

DRAFT

**ATTACHMENT 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 Studio RENZ+OEI.
- 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 subcontractors 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, subcontractors, 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'/Contractors' Protective
3. Products and Completed Operations
4. Personal Injury Liability
5. Medical Expenses

Coverage limits shall not be less than:

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

B. Workers' Compensation: With respect to all operations performed, the Contractor shall carry workers' compensation insurance in accordance with the laws of the State of Vermont and ensure that all subcontractors carry the same workers' compensation insurance for all work performed by them under this Contract. Minimum limits for Employer's Liability:

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

C. Professional Liability Insurance:

1. General: The Contractor shall carry appropriate professional liability insurance covering errors and omissions made during their performance of contractual duties with the following minimum limits:
 - (a) \$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, subcontractor, 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 subcontractors, 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 subcontractors 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 subcontractors and any other person performing work under this Contract.
10. **UTILITIES & ACCESS:** 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 and will enter into 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.

The City shall provide the land and/or construction easements for the land upon which the

Work under this Contract is to be done, and will, so far as is convenient, permit the Contractor to use as much of the land as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide at the Contractor's cost and expense any additional land required.

11. PROTECTION OF PROPERTY:

- A. In General: Contractor shall avoid damage, as a result of its operations, to trees, plant life, existing sidewalks, curbs, streets, alleys, pavements, utilities, adjoining property, the work of other contractors, and the property of the City and others. Contractor shall, at its own expense, repair any damage to any property caused by Contractor's operations.
- B. Underpinning and Shoring: Contractor shall become familiar with the requirements of local and state laws applicable to underpinning, shoring and other work affecting adjoining property, and wherever required by law Contractor shall shore up, brace, underpin, secure and protect as may be necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected in any way by the excavations or other operations connected with the work to be performed under this Contract.
- C. Damage to Utilities: Contractor shall be responsible for all damage to any utility equipment or structures caused by its acts or omissions to act, whether negligent or otherwise, and shall leave the utility equipment or structures in as good condition as they were in prior to the commencement of operations under this contract. However, any utility equipment or structures damaged as a result of any act, or omission to act, of the contractor may, at the option of the city department, utility company, or other party owning or operating the utility equipment or structures damaged, be repaired by the city department, utility company, or other party, and in that event, the cost of repairs shall be borne by Contractor.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. RESPONSIBILITY OF COST: The Contractor shall furnish and pay the cost, including taxes (except tax-exempt entities) and all applicable fees, of all the necessary materials and shall furnish and pay for full time on-site superintendence during any construction activity, labor, tools, equipment, and transportation. The Contractor shall perform all the Work required for the construction of all items listed and itemized under Attachment A (Request for Proposals) and Attachment B (Contractor's Response to Request for Proposals) and in strict accordance with the Contract Documents and any amendments thereto and any approved supplemental plans and specifications. The Contractor agrees to pay all claims for labor, materials, services and supplies and agrees to allow no such charge, including no mechanic's lien, to be fixed on the property of the City.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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. The Contractor may request an extension of time for such delays or hindrances, if any.

Time extensions may 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.

The City may suspend the work or any portion thereof for a period of not more than ninety (90) days at its discretion or such further time as agreed by the Contractor. The Contractor will be allowed an extension of contract time directly attributable to any suspension.

23. 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.

24. 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.

25. 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.

26. 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.

- 27. 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.
- 28. 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.
- 29. 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.
- 30. 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.
- 31. 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

- 32. 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.
- 33. 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.
- 34. SETTLEMENTS OF MISUNDERSTANDINGS:** To avoid misunderstandings and litigation, it is mutually agreed by all Parties that the Director Brian Pine shall act as referee on all questions arising under the terms of the Contract and that the decision of the Director Brian Pine in such cases shall be binding upon both Parties.
- 35. 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.

36. GENERAL COMPLIANCE WITH LAWS: The Contractor and any subcontractor 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.

37. 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 subcontractors, 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.

38. 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.

39. 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.

40. 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 subcontractors 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.

41. 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.

42. 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.

43. 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 subcontractor 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 subcontractor'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 subcontractor 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.

44. 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.

45. 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.

46. 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.

47. 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.

48. 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.

49. JURISDICTION: All suits or actions related to this Contract shall be filed and proceedings held in the State of Vermont.

50. 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.

51. 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.

52. 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.

53. 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.

54. 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.

55. 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.

**Attachment D:
Burlington Livable Wage Ordinance Certification**

DRAFT

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

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

- (1) The Contractor shall pay all "covered employees" as defined by the LWO (including covered employees of subcontractors or subgrantees) a livable wage (as determined, or adjusted, annually by the City's chief administrative officer), and shall provide required paid time off for the term of the contract (*or the duration of the contracted project*);
 - (a) Full-time employees are entitled to 12 days of paid time off per year; and
 - (b) Part-time employees are entitled to 12 days of paid time off per year on a prorated basis;
 - (c) For a covered employer that provides employer assisted health care, the livable wage shall be at least \$16.98 per hour; and
 - (d) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least \$18.09 per hour.
- (2) The Contractor shall post a notice regarding the applicability of the LWO in the workplace or in other locations where covered employees normally work, and where such notice can be readily seen;
- (3) Upon request of the City's chief administrative officer, the Contractor, for itself and, as applicable, for any of its subcontractors or subgrantees, shall provide payroll records, health insurance enrollment records, and other relevant documentation, as deemed necessary by the chief administrative officer, within ten (10) business days from receipt of the City's request;
- (4) The Contractor shall cooperate in any investigation conducted pursuant to the LWO by the City's designated accountability monitors or the City's Office of City Attorney & Corporate Counsel;
- (5) The Contractor shall not retaliate, nor allow any of its subcontractors or subgrantees to retaliate, against an employee or other person because such employee or person has exercised rights or is planning to exercise rights protected under the LWO, or has cooperated in an investigation conducted pursuant to the LWO;
- (6) The Contractor is required to insert in all subcontracts the requirements of the LWO. The Contractor is liable for violations of the LWO committed by its covered subcontractors.

Date: _____

By: _____
Contractor, or its duly authorized agent

Subscribed and sworn to before me:

Date: _____

Notary Public

Rights & Responsibilities

Under Burlington's Livable Wage Ordinance

\$16.98/hr

WHEN

employer *provides* employer assisted health insurance

\$18.09/hr

WHEN

employer *does not provide* employer assisted health insurance

and 12 days of paid time off per year*

*prorated for part-time employees

The law requires employers to display this poster where employees can readily see it.

COVERAGE

Any employer who receives City contracts or grants totaling in excess of \$15,000 for any 12-month period is covered. Covered employees are entitled to livable wages, 12 days paid time off per year* for vacation, sick leave, or personal leave, and all rights under the Fair Labor Standards Act (FLSA), as well as other applicable state and federal laws.

Covered contractors are required to include all subcontracts notice of the Livable Wage Ordinance (LWO), and are liable for LWO violations committed by their covered subcontractors.

ENFORCEMENT

The City is responsible for the administration of the LWO, and has the authority to recover back wages in instances of violations. Employers found in violation of the LWO may be assessed monetary penalties and be barred from future City contracts and grants. The law prohibits retaliation against workers who file a complaint or participate in any proceeding under the LWO.

ADDITIONAL INFORMATION

To obtain additional information about your rights and responsibilities under the LWO, visit the LWO Landing Page (<https://www.burlingtonvt.gov/CT/Livable-Wage-Ordinance>) or contact the LWO at their email address (livablewage@burlingtonvt.gov).

Livable Wage July 1, 2022 - June 30, 2023

Effective July 1, 2022

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)

**Attachment E:
Burlington Outsourcing Ordinance Certification**

DRAFT

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

I, _____, on behalf of

_____ (Contractor) and in connection with the

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

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

By: _____
Duly Authorized Agent

Subscribed and sworn to before me: _____
Notary

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.

**Attachment F:
Burlington Union Deterrence Ordinance Certification**

DRAFT

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

I, _____, on behalf of _____
(Contractor) and in connection with _____ (City
contract/project/grant), hereby certify under oath that _____
(Contractor) has not advised the conduct of any illegal activity, and it does not currently, nor will
it over the life of the contract advertise or provide union deterrence services in violation of the
City's union deterrence ordinance.

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

By: _____
Duly Authorized Agent

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.

**Attachment G:
Contractor's Certificate of Insurance**

DRAFT

Resolution Relating to

RESOLUTION 7.10

Sponsor(s): Bd. Of Finance

Introduced: 05/01/23

Referred to: _____

Action: adopted

Date: 05/01/23

Signed by Mayor: 05/10/23

REQUEST FOR \$2 MILLION OF ARPA FUNDS TO BUILD
OR IMPROVE COMMUNITY
INFRASTRUCTURE/COMMUNITY GATHERING SPACES

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, In the American Rescue Plan of 2021 (ARPA), Congress has allocated \$27.3 million to
2 Burlington for COVID recovery funds; and

4 WHEREAS, those funds have been readily deployed in the past two years to address the pandemic
5 response, revenue replacement, the economic recovery, housing and homelessness, and support of the City's
6 non-profit organizations; and

8 WHEREAS, the City launched a citywide ARPA funds survey which has just under 4,000 respondents,
9 including BIPOC community members, strongly supported community infrastructure to enjoy food, music,
10 gathering and more; and

12 WHEREAS, Kara Alnasrawi, Director of Business & Workforce Development; Doreen Kraft, Director
13 of Burlington City Arts; Cindi Wight, Director of Parks, Rec & Waterfront; Mary Danko, Director of Fletcher
14 Free Library, and Brian Pine, Director of CEDO have worked to identify projects located throughout the City,
15 which will improve existing, or building new, community spaces;

17 NOW, THEREFORE, BE IT RESOLVED that to improve and create, as described above and in the
18 attached memo, City community infrastructure, the City Council approves the allocation of \$2 million of
19 ARPA funds, subject to the approval of expenditures by the CAO pursuant to the City's spending policies, as
20 follows:

- 21 · New North End
 - 22 ○ \$250,000, Redstone Cottage Community Space
 - 23 ○ \$50,000, Upgrades to Fletcher Free Library's Satellite Location
- 24 · Old North End
 - 25 ○ \$250,00, Roosevelt Park Pavilion
- 26 · South End
 - 27 ○ \$500,000, 405 Pine St. Community Room with Kitchen

* * * * *

DISTRIBUTION:

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

ORIGINAL

RESOLUTION RELATING TO

.....
.....
.....

Adopted by the City Council

....., 20.....

..... Clerk

Approved....., 20.....

..... Mayor

Vol. Page

* * * * *

Resolution Relating to

**REQUEST FOR \$2 MILLION OF ARPA FUNDS TO BUILD OR IMPROVE COMMUNITY
INFRASTRUCTURE/COMMUNITY GATHERING SPACES**

- 28 · Downtown
- 29 ○ \$300,000, City Hall Park Kiosk
- 30 · Waterfront
- 31 ○ \$600,000, Expanded Waterworks Park Connections & Amenities
- 32 · Contingency
- 33 ○ \$50,000.

34

35

36

37 KA/Resolutions 2023/REQUEST FOR \$2 MILLION OF ARPA FUNDS TO BUILD OR IMPROVE COMMUNITY

38 INFRASTRUCTURE/COMMUNITY GATHERING SPACES

39 May 1, 2023

* * * * *

DISTRIBUTION:

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

Kara Alnasrawi
Samantha Dunn

* * * * *

ORIGINAL

RESOLUTION RELATING TO

Request For \$2 Million Of ARPA Funds To Build Or Improve Community
Infrastructure Community Gathering Spaces

Adopted by the City Council

May 1, 2023

Clerk

Approved: 5/10/23

Mayor

Vol. Page

Attest:

Lori Olberg
Licensing, Voting & Records Coordinator

Board of Finance and City Council Submission Checklist

Department: CEDO Submitter: Samantha Dunn

Title/Subject: City Hall Park Kiosk Design/Build Contract

	Approval:	Meeting Date:
☒	Board of Finance	12/4/2023
☒	City Council	12/11/2023
☐	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	11/28/2023	Brian Pine
Mayor's Office informed and approved memo	Yes	Click or tap to enter a date.	No response
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	11/28/2023	Jared Pellerin
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	11/28/2023	Jared Pellerin
CAO has reviewed budget, financing, and memo	Yes	11/27/2023	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?	Yes	Click or tap here to enter text.
Additional Materials, if necessary	Yes	Attachments
Draft Resolution or Motion?	Yes	Within the memo
If for submission to Council, are sponsors identified?	Choose an item.	Click or tap here to enter text.



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

149 CHURCH STREET • ROOM 32 • CITY HALL • BURLINGTON, VT 05401
(802) 865-7144 • (802) 865-7024 (FAX)
www.burlingtonvt.gov/cedo

MEMORANDUM

TO: Board of Finance, City Council

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

DATE: December 4 and December 11, 2023

CC: Meagan Tuttle, Director, OCP
Charles Dillard, Senior Planner, OCP
Chapin Spencer, Director, DPW

RE: Community Partnership for Neighborhood Development
Grant Acceptance

Request:

The Community & Economic Development Office (“CEDO”) in cooperation with the Office of City Planning (OCP) and Department of Public Works (DPW) is requesting that the Board of Finance and City Council approve and authorize the acceptance of a Vermont Agency of Commerce and Community Development (ACCD) Community Partnership for Neighborhood Development grant funds for South End Innovation District Neighborhood Planning. The grant amount is \$133,000 with no local match. The Grant funds will be used for conceptual design of public realm elements of the coordinated redevelopment at 68 Sears Lane, 125 Lakeside Avenue, and 175 Lakeside Avenue.

Background:

In July 24 2023, City Council unanimously approved the South End Innovation District (SEID) zoning amendment, which was developed with the intent to promote a vibrant urban district with a mix of uses, including hundreds of new homes and neighbors coexisting with new spaces for arts, light manufacturing and other commercial uses. The SEID covers 14 vacant or underutilized parcels on the west side of Pine Street between Howard Street and Sears Lane, including the City-owned 68 Sears Lane parcel.

In anticipation of this Zoning Amendment, on January 31, 2023 the Administration entered into

a Memorandum of Understanding (MOU) with the owners of land parcels neighboring City-owned property in the South End: Champlain College, owners of 175 Lakeside Avenue, and Ride Your Bike, LLC, owners of 125 Lakeside Avenue – which is being developed by the same developers as the nearby Hula Lakeside. The purpose of the MOU is to facilitate a conceptual design and framework for the coordinated redevelopment of the parcels resulting in a vibrant, sustainable, and accessible mixed-use neighborhood. The MOU creates a framework for a collaborative and efficient planning process for multiple independently owned sites, with the goal of informing a future Development Agreement. Any future development agreements would be subject to Council approval. You can see the executed MOU [here](#).

Much of the work outlined in the MOU is being funded by the Chittenden County Regional Planning Commission through FHWA/FTA consolidated metropolitan (PL) funds that flow through the Regional Planning Commission. The 20% match required for this planning work is being split three ways between the City of Burlington, Ride Your Bike and Champlain College. You can read more about the South End Coordinated Redevelopment [here](#).

These ACCD grant funds will allow the City to procure design services for conceptual design of:

- Streetscape - Public rights of way, including streets and multi-use car-free paths within the coordinated redevelopment area, incorporating spaces for walking, cycling, green stormwater infrastructure, furniture, wayfinding and other elements as needed;
- 68 Sears Lane – Conceptual site design of the City-owned property including potential building typologies and locations, open spaces, paths, stormwater infrastructure and other elements as needed; and
- Mobility Hub: - the mobility hub will explore the following components: secure, indoor bicycle parking facility for residents and visitors, including locker and shower facilities; indoor transit amenities, including shelter; wayfinding; car share bank; rooftop uses such as open space or agricultural uses; and car parking for SEID residents and visitors. The Mobility Hub conceptual design will explore opportunities to facilitate increased transit ridership to and from the SEID, as well as to provide on-site amenities for a future light- or commuter-rail facility adjacent to the subject properties.

This conceptual design work is intended to position the City in coordination with MOU partners to apply for additional funding for 100% design and/or construction of the public realm components of coordinated redevelopment area.

The City's application for the Community Partnership for Neighborhood Development Grant Acceptance was for \$300,000 and included additional activities such as funding for legal services, development financing technical assistance, and an artist live/work market study. (You can see the full, proposed scope, [here](#).) The City received a partial funding award and was directed by ACCD to focus the funding on the public realm and mobility hub conceptual design services. The other proposed activities are unfunded at this time and will not occur

until funding is available.

Funding

This work will be funded by the Community Partnership for Neighborhood Development Grant.

Attachments

1. ACCD Award Letter
2. Grant Award Conditions and Acknowledgements Form
3. Standard State Provisions for Contracts and Grants
4. Project Description and Budget

Board of Finance Motion:

To approve and recommend that the City Council approve and authorize the Director of the Community & Economic Development Office to execute the Grant Award Conditions and Acknowledgements Form from the Agency of Commerce and Community Development (ACCD) for the conceptual design of the public realm elements of the South End Coordinated Redevelopment area and to accept and execute a reimbursable grant with ACCD, in an amount up to \$133,000 and further authorize the upfront expenditure of such grant funds on the condition that such grant funds are reimbursed pursuant to the grant terms, subject to final review and approval by the City Attorney's Office.

City Council Motion:

To approve and authorize the Director of the Community & Economic Development Office to execute the Grant Award Conditions and Acknowledgements Form from the Agency of Commerce and Community Development (ACCD) for the conceptual design of the public realm elements of the South End Coordinated Redevelopment area and to accept and execute a reimbursable grant with ACCD, in an amount up to \$133,000 and further authorize the upfront expenditure of such grant funds on the condition that such grant funds are reimbursed pursuant to the grant terms, subject to final review and approval by the City Attorney's Office.

State of Vermont
Department of Housing and Community Development
National Life – Davis Building [phone] 802-828-1948
One National Life Drive
Montpelier, VT 05620-0501

Agency of Commerce and
Community Development

November 17, 2023

Samantha Dunn, Assistant Director of Community Works, City of Burlington
149 Church St
Burlington VT 05401

**THIS LETTER CONTAINS IMPORTANT INFORMATION AND
TIME-SENSITIVE INSTRUCTIONS**

Congratulations!

I am pleased to inform you that the Community Partnership for Neighborhood Development review team has awarded Grant Funds in an amount of \$133,000 to fund your application.

Nine applications were submitted, requesting \$2,484,733 in funding. Due to the level of interest, this was a competitive round of applications. Seven grants were awarded, or partially awarded this round, totaling \$900,000.

To accept this award of grant funding, please refer to the accompanying Award Condition and Acknowledgement Form. **You must return these materials by December 8, 2023.**

Once the applicable pre-award conditions are fulfilled, the Department will prepare a formal Grant Agreement for your signature and the State's signature. **You cannot start any work on the Project until the Grant Agreement contract is signed by both you and the State.** You will have no later than June 30, 2026, to complete your Project.

If you have any questions, please do not hesitate to contact either [Amy Tomasso](#), or [Jenni Lavoie](#).

Again, congratulations on your award receipt, and your commitment to increasing inclusive, smart-growth neighborhoods in Vermont! The Department of Housing & Community Development looks forward to working with you.

Sincerely,

Alexander R. Farrell

Alex Farrell
Commissioner
Department of Housing & Community Development



State of Vermont
Department of Housing and Community Development
National Life – Davis Building [phone] 802-636-7560
One National Life Drive
Montpelier, VT 05620-0501

Agency of Commerce and
Community Development

Community Partnership for Neighborhood Development Grant Award Conditions and Acknowledgement Form

City of Burlington
149 Church St, Burlington VT 05401

In order to receive Community Partnership Grant funds, you must fulfill all of the following Award Conditions and be offered a formal Grant Agreement contract from the Department of Housing & Community Development (Department). Absolutely **NO WORK** can be conducted on the Project until you receive a final Grant Agreement contract signed by you and the State.

PLEASE BE ADVISED: THIS FORM IS NOT YOUR GRANT AGREEMENT CONTRACT.

The following Award Conditions must be met **BEFORE** a Grant Agreement contract being offered to you by the Department:

1. Grantee self-certifies that they are in good standing with the Vermont Department of Taxes, as set forth as an eligibility requirement in the *Program Description*. Organizations that are not in good standing with the Vermont Department of Taxes are not eligible to receive State grant funding.

I acknowledge and understand Condition #1. Please initial here _____.

2. Absolutely **NO WORK** can be conducted on the Project until Grantee has received a final Grant Agreement contract signed by Grantee and the State. Beginning work prior to obtaining a final Grant Agreement contract may result in the forfeiture of these funds.

I acknowledge and understand Condition #2. Please initial here _____.

3. This application has been partially funded, please submit a revised budget that reflects this partial award. **Revised budget should prioritize the public realm and mobility hub conceptual design services.**

I acknowledge and understand Condition #3. Please initial here _____.

4. Grantee acknowledges that this is a pre-development grant, and the development must abide by the affordability thresholds established in the grant criteria: Project will provide for a mix of housing types, styles, tenure, and sizes to accommodate diverse households of varying composition, age, and income, including not less than 35 percent of the homes



affordable at 80 percent of the area median income, which includes 25 percent of the units with perpetual affordability.

I acknowledge and understand Condition #4. Please initial here _____.

5. Grantee must submit, if applicable, a copy of the most recent financial audit.

I acknowledge and understand Condition #5. Please initial here _____.

6. Grantee must submit written policies regarding: (1) conflict of interest; (2) procurement; (3) financial management; (4) fair labor standards.

I acknowledge and understand Condition #6. Please initial here _____.

7. Grantee hereby acknowledges that they have read and understand all of the [Standard State Provisions for Contracts and Grants, otherwise known as Attachment C](#) of the grant agreement, and have had the opportunity to consult with legal counsel as needed, and hereby agree to all of the same.

I acknowledge and understand Condition #7. Please initial here _____.

8. What type of accounting system does your municipality/organization use.

Manual, Automated, or Combination of both? _____

9. Does your organization have an accounting system that will allow you to completely and accurately track the receipt and disbursement of funds related to the award?

Yes or No? _____

Once the above Award Conditions are fulfilled, the Department will prepare a formal Grant Agreement contract for Grantee's signature and the State's signature.

Please read and sign the Acknowledgement below and return a copy of the fully initialed and signed Award Conditions and Acknowledgement Form, and any other requested documents to:

Department of Housing & Community Development, Community Planning & Revitalization
Attn: Amy Tomasso
Amy.Tomasso@vermont.gov

by **December 8, 2023**. Please keep one copy for your records. Your failure to meet this deadline may result in the forfeiture of these funds.

State of Vermont
Department of Housing and Community Development
National Life – Davis Building [phone] 802-636-7560
One National Life Drive
Montpelier, VT 05620-0501

*Agency of Commerce and
Community Development*

ACKNOWLEDGMENT

By: _____

Title: _____

Printed
Name: _____

Date: _____



**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED JULY 1, 2016**

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under the Agreement.

Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party’s indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with the Contract, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

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

12. Federal Requirements Pertaining to Grants and Subrecipient Agreements:

A. Requirement to Have a Single Audit: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

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

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

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired

in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

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

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- A. is not under any 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.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and

liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

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

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

23. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

24. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

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

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

27. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

28. Termination: In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. No Implied Waiver of Remedies:** A party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

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

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

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

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

(End of Standard Provisions)

South End Innovation District Planning

Work Plan & Budget

Revised to match funding available 11/27/2023

Public Realm and Mobility Hub Conceptual Design Services

The South End Innovation District (SEID) is intended to be a dense, vibrant and dynamic mixed-use district. The district's official policy is that sites should incorporate ample public and private open space and include extensive networks of accessible paths that are free of cars. Streets in the SEID are to be constructed in a manner that allocates the majority of their space to pedestrians and cyclists. Site and building design in the SEID should support public and ecological health to the highest possible degree. Parking uses, including structures, are intended to be located along the most heavily-trafficked roads to encourage residents, employees and visitors to park at the district's edge and travel on foot, by bike, or other mode of transportation that is compatible with Burlington's climate and public health objectives. To all of these sustainable district design ends, the following design services are sought:

- Streetscape: The City will contract with one or more urban design and/or landscape architectural firms to collaborate on conceptual design of multiple public rights-of-way, including streets and multi-use, car-free paths. Design will incorporate space(s) for walking, cycling and other wheeled, non-car mobility options; green stormwater infrastructure; furniture; wayfinding; and other elements as needed.
- 68 Sears Lane site design: The City will contract with one or more urban design, architectural and/or landscape architectural firms to collaborate on conceptual site design of the city-owned property at 68 Sears Lane. Site design will include conceptual building typology and location, and landscape design of the site, including open spaces, paths, stormwater infrastructure, and other elements as needed. The conceptual site design for 68 Sears Lane will respond to, and integrate with, the selected development framework for the 3-parcel area making up this new neighborhood.
- Mobility Hub: The City will contract with one or more urban design and/or transportation planning and engineering firms for the conceptual design of a mobility hub. The mobility hub may include, but not be limited to, the following components: secure, indoor bicycle parking facility for residents and visitors, including locker and shower facilities; indoor transit amenities,

including shelter; wayfinding; car share bank; rooftop uses such as open space or agricultural uses; and car parking for SEID residents and visitors. The Mobility Hub conceptual design will explore opportunities to facilitate increase transit ridership to and from the SEID, as well as to provide on-site amenities for a future light- or commuter-rail facility adjacent to the subject properties.

Task 1: Procure consultant(s)

Task 2: Kickoff

Task 3: Develop conceptual plans + team review

Task 4: Community workshop

Task 5: Revise conceptual plans + team review

Task 6: Open House / Public Meeting

Task 7: 30% design plans and cost estimates

Deliverables: 30% design drawings for identified streetscapes and other public rights-of-way; Illustrative renderings of rights-of-way; 30% design drawings for conceptual residential and/or mixed-use development and associated site at 68 Sears Lane; Mobility Hub C design drawings; and Cost Estimates

Public Realm Design Budget: \$133,000

Board of Finance and City Council Submission ChecklistDepartment: CEDO Submitter: Samantha DunnTitle/Subject: South End Coordinated Redevelopment ACCD Grant Acceptance

	Approval:	Meeting Date:
☒	Board of Finance	12/4/2023
☒	City Council	12/11/2023
☐	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	11/29/2023	Brian Pine
Mayor's Office informed and approved memo	Yes	11/29/2023	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	11/27/2023	Jared Pellerin
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	11/27/2023	Jared Pellerin
CAO has reviewed budget, financing, and memo	Yes	11/27/2023	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	Attachments
Draft Resolution or Motion?	Yes	Within the memo
If for submission to Council, are sponsors identified?	Choose an item.	Click or tap here to enter text.



MEMORANDUM

TO: Board of Finance / City Council

FROM: Ashley Walenty, PE, Water Resources Engineer
Martin Lee, PE, Engineering Manager – Water Resources
Megan Moir, DPW Division Director – Water Resources
Chapin Spencer, Director of Public Works

DATE: December 4, 2023 / December 11, 2023

RE: Request for Approval of Contract for the Long Term Climate Resilient
Evaluation for North Plant Sewer Siphon

REQUEST

The Department of Public Works (DPW) and its Water Resources Division (WRD) seeks approval and authorization for executing a contract with Stantec Consulting Services, Inc ("Stantec") for a total not to exceed value of \$182,793.62 with authorization for contingency funding of an additional \$8,000 for the purposes of completing an evaluation for the future long term climate resilient analysis for the replacement of the Winooski River siphon (sewer main) crossing which broke on July 12th and was temporarily repaired November 8th.

This is the next critical step in our efforts to plan for future climate changes and increase wet weather events that have caused damages associated with the July flooding, an event which is eligible for Federal Emergency Management Agency (FEMA) funding. This project has been registered with FEMA as an eligible project under the disaster event, which the City has continued to coordinate all required documentation and progress with FEMA on a regular basis.

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>. The timeline presented on the web page shows that the City has been working to manage the broken siphon from day 1 and we have not had any down time in our response efforts. Phases of our emergency response have included:

- ☐ Phase 1: Pumping and hauling wastewater via pumper truck to the City's North Wastewater Treatment Plant
- ☐ Phase 2: Constructing and operating a temporary, above-ground force main bypassing the broken river siphon

- Phase 3 : Completing an emergency in-river repair of the siphon crossing adjacent to North Plant to allow for the sewer main under the Winooski River to be put back into service
- Phase 4 (Current Request): Beginning an alternatives evaluation and design for a climate resilient permanent repair

FEMA has acknowledged that the current siphon does not meet modern design standards and a permanent, climate resilient repair will be eligible for FEMA funding. The current scope of work, Attachment A – Stantec Climate Resilient Siphon Sewer and Level of Effort, involves evaluation of various alternatives for the permanent and climate resilient long-term repair of the siphon. The consultant will work with the City to create a preliminary engineering report with a selected alternative. As part of the design process for the permanent repair, Water Resources anticipates looking at a permanent pump station as well as a modern double barrel inverted siphon that would be directionally drilled, among other possible alternatives. The permanent repair will be on a steady timeline but the design and construction is anticipated to take over a year. We will update the community when we have more information on the permanent repair work.

Procurement

A Request for Qualifications (RFQ) was drafted for this climate resilient evaluation project in accordance with City and Federal procurement guidelines. The RFQ was approved by the Attorney's Office, posted on the City RFP website, and directly sent to a handful of local consultant firms. We received one statement of qualifications (SOQ) from Stantec. The City had this project out to bid from 8/4/23 to 9/1/23 to allow adequate time for consultants to respond.

The City reviewed the SOQ and determined them to have a responsive, market-rate proposal. Stantec's proposal was reviewed by multiple City Water Resources' Engineers and was determined to be a good fit for this project due to the fact that Stantec was the design consultant for the repair on the siphon when it broke in 2005, giving them a unique qualification for the future climate resilient repair of the existing siphon. The City scheduled a Scope of Work (SOW) meeting with Stantec to review the City's requirements for the project and to provide direction to Stantec to create their SOW and level of effort cost proposal. Burlington's Water Resources engineering staff reviewed the scope of work, level of effort and cost proposal and it is recommended to proceed with Stantec.

Consultant	Total Proposal
Stantec Consulting Services, Inc.	\$182,793.62

FUNDING

Given the official disaster declaration DR4720, it is understood 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. There is a chance that 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.

ATTACHMENTS

Attachment A – Stantec Climate Resilient Siphon Sewer Proposal and Level of Effort

MOTION

Board of Finance:

1. "To approve and recommend that the City Council authorize the Director of Public Works' execution of a contract with Stantec Consulting Services, Inc. for the long term climate resilient siphon repair, for a Maximum Limiting Amount of \$182,793.62 with authorization for contingency funding of an additional \$8,000.00, for a total authorized expenditure not to exceed \$190,793.62, subject to the review and approval of the City Attorney's Office."

City Council:

1. "To approve and authorize the Director of Public Works' execution of a contract with Stantec Consulting Services, Inc. for the long term climate resilient siphon repair, for a Maximum Limiting Amount of \$182,793.62 with authorization for contingency funding of an additional \$8,000.00, for a total authorized expenditure not to exceed \$190,793.62, subject to the review and approval of the City Attorney's Office."

Thank you for your consideration of this request.

**Attachment A – Stantec Climate Resilient Siphon Sewer
Proposal and Level of Effort**



Stantec Consulting Services Inc.
193 Tilley Drive, Suite 101
South Burlington VT 05403-4440

November 6, 2023

Project/File: Burlington Siphon Sewer Repair

Ms. Ashley Walenty, P.E
Burlington Department of Public Works
53 Lavalley Lane
Burlington, VT 05401

Hello Ashley,

Reference: Winooski River Siphon Sewer Project Scope of Work

The City of Burlington Department of Public Works Water Resources Division has requested Stantec provide a scope and fee for engineering services for more permanent resilient solutions to the Winooski River inverted siphon sewer line failure that occurred on July 12, 2023. The failure that recently happened is in the New North End and within a sewer shed of the City's North Wastewater Treatment Plant.

The inverted siphon was constructed in the 1950s with cast iron pipe installed on the bottom of the Winooski River with limited cover. In 2005 a portion of the sewer siphon broke on the southern half of the siphon. The 2005 repair included directional drilling HDPE pipe to replace the southern portion of the siphon. The siphon has dye testing performed twice per year to ensure it is functioning correctly. The siphon also has SCUBA inspections every few years to ensure the piping is intact, most recently in June 2023.

This scope of work focuses on developing climate resilient alternatives for conveying these flows to the North Plant wastewater treatment facility. We understand that future work may also include evaluation of longer-term conveyance strategies that reflect the challenging location of North Plant in the increasingly volatile climate change environment, but as a future effort this proposal does not include services for this work.

This proposal covers the below tasks as requested in the City's Request for Qualifications, issued on August 4, 2023.

1. Evaluating alternatives for permanently redirecting sewage flows from the broken inverted siphon, including but not limited to directional drilling of a permanent pipe and abandoning the river crossings entirely by installing a pump station and force main on land to North Plant.
2. Considering resiliency of the permanent solution including flood plain design considerations, river scour considerations, and North Plant wastewater plant geomorphology considerations.
3. Coordination with FEMA Program Consultant, if one is selected by the City, to help with the evaluation of alternatives from a funding availability perspective.
4. Developing a schedule that considers the urgency of the issue.

Reference: Winooski River Siphon Sewer Project

Task 1 – Project Management

Task 1.1 – Project Administration

Stantec will provide regular progress reporting, schedule updates, project financial administration, and reporting consistent with the terms of the Contract. The Stantec Project Manager (PM) will be responsible for timely project management and communications, and preparation of a Project Implementation Plan (PIP) for the project team.

The PM will manage the scope, budget, and schedule, track scope changes, and handle communications with the client and project staff. The Stantec Project Technical Lead (PTL) will work together with the PM to develop and communicate the Project Implementation Plan (PIP) with staff. The PTL will have primary responsibility for overseeing the project's technical expertise and approach, overseeing project tasks and sequencing, ensuring project staffing, quality assurance and reviews on all deliverables, and harmonizing team dynamics.

Deliverables:

- Provide up to three (3) Schedule Updates
- Provide monthly project updates with invoices

Task 1.2 – Meetings

Stantec will attend a kick-off meeting with the key stakeholders at the initiation of the Project. The meeting will be conducted in person with the Stantec project manager and project technical lead and other discipline leads as requested by the City. The purpose of the meeting will be to introduce the team to key City staff members, discuss communication protocols, project scope, deliverables, and schedule.

In addition, regular project meetings will be held with the City and key staff as well as relevant stakeholders as required. These meetings will be held monthly via teleconference to provide consistent and frequent updates on the progress of the project, issues needing resolution and timely feedback on direction and priorities. Project meeting agendas and minutes will be prepared for each meeting and distributed electronically to City staff. In addition, as part of the design process Stantec will have biweekly internal meetings with design leads as required to ensure a cohesive design is developed.

Review Meetings: As noted later, Stantec assumes a workshop will be held with City staff in person following submission of each major deliverable (30/60/90%) to review and discuss City comments. Stantec assumes each review meeting will be one (1) hour long, attended by the Stantec PM, PTL, and design leads as required. Meeting minutes will be taken and distributed to the project team following each meeting.

Deliverables:

- Project kick-off meeting/prepare meeting minutes
- Eight (8) monthly project meetings/prepare meeting minutes
- Three (3) submission review meetings/prepare minutes (Alternatives Analysis, PER, OPCC)

Task 1.3 – QA/QC

Reference: Winooski River Siphon Sewer Project

The PM is responsible for ensuring Quality Assurance and Quality Control (QA/QC) throughout the project. All deliverables will follow Stantec's Quality Management Standards. Reviews shall be conducted internally on all deliverables and will undergo a QA review and an independent technical review (ITR) prior to submitting to the City.

Deliverables:

- None

Task 2 – Environmental Services (Wetlands, Archeological, Survey)

Task 2.1 – Survey

Stantec will subcontract with Vermont Survey and Engineering, Inc., a licensed survey firm, to conduct surveying to delineate the project site. Survey will include delineating flood elevations, incorporating record drawing information, utilities, and invert elevations of the existing siphon sewer.

The survey file shall be an AutoCAD .dwg file in AutoCAD Civil 3D format. Stantec will also provide a converted 2D file to the City of the survey. Stantec will review the survey for completeness and any changes needed provided to the surveyor. The surveyor will address comments and provide an updated survey file for use on this project. The unit of measurement in the CAD file shall be in feet using the vertical datum NAVD29 and the horizontal datum NAVD83.

Stantec assumes that only traditional survey is to be performed within the limits. Potholing, GPR, and other subsurface investigations are not included in the work.

Stantec will subcontract with the University of Vermont's Consulting Archaeology Program to work with us to identify solutions for the various alternatives to be evaluated during this Project. UVM CAP was instrumental in getting the 2006-crossing approved while not disturbing the highly valued historic site that the pipeline currently crosses.

Our Wetlands and Environmental Services teams are ready to begin their preliminary work ASAP to best take advantage of the calendar to perform their delineations, site walks and preliminary assessments.

Deliverables:

- No direct deliverables but this work will all feed into the Alternatives Analyses.

Task 3 – Alternatives Analysis/Conceptual Design

Task 3.1 – Alternatives and Information to be Considered

1. Desktop analysis to:
 - a. Develop and confirm existing flows
 - b. Project future flows/service area, City staff (Planning Department and Water Resources) to assist with this task
2. Permanently redirecting sewage flows from the broken inverted siphon:
 - a. Directional drilling of a permanent pipe similar to the 2006 solution

Reference: Winooski River Siphon Sewer Project

- i. Single barrel versus double barrel analysis
 - b. Abandoning the river crossings entirely by installing a pump station and force main on land to North Plant
 - i. Location(s) evaluation
 - ii. Forcemain route
 - iii. System head evaluations (preliminary pump/forcemain sizing)
 - c. The proposal will include time for a third, yet to be identified, alternative
 - d. Consideration of abandonment of the existing siphon (at the location of the other river crossing failure in 2006, the decision was made to abandon that pipe in place)
3. Construction access coordination
 - a. Logistics/constructability
 - b. Permitting
 - c. Potential use of barges

Deliverables:

- An Alternatives Analysis Technical Memorandum identifying a Preferred Alternative

Task 3.2 – Considering resiliency of the permanent solution including flood plain design considerations, river scour considerations, and North Plant wastewater plant geomorphology considerations

All alternatives will include a thorough resiliency evaluation and component within each deliverable. No specific services have been provided for this task; however resiliency evaluations are considered incidental to other deliverables within all tasks.

Deliverables:

- None

Task 3.3 - Working with Burlington's selected FEMA Program Consultant (if a program consultant is selected, the City still weighing this option) as well as with FEMA and other funding agencies to help with the evaluation of alternatives from a funding availability perspective

Deliverables:

- None

Similar to 3.2 above, this work is considered incidental to other tasks and deliverables.

Task 3.4 - Developing a schedule that considers the urgency of the issue

The development and updating of schedules are included in Task 1.1 – Project Administration, above.

Deliverables:

- None

Reference: Winooski River Siphon Sewer Project

Task 4 – Preliminary Engineering Report

Utilizing the results of the above three tasks, including the recommended alternative selected, a Preliminary Engineering Report (PER) will be prepared.

The purposes of a PER are to establish the base of the design, coordinate the major components of a project including (as needed) process design, civil/site design, structural design, mechanical design, electrical design, and instrumentation and controls design. The stage is the optimal time to establish strengths and weaknesses in the proposed alternative.

As a basis of design, Stantec will use the City of Burlington's most current standard details that were adopted on October 26, 2023, for all water, sewer and stormwater infrastructure. Additionally, we will rely upon the Recommended Standards for Wastewater Facilities (Policies for the Design, Review and Approval of Plans and Specifications for Wastewater Collection and Treatment Facilities, 2014 Edition), more commonly referred to as the 10 State Standards.

Conceptual-level plans will be developed for the proposed alternative using aerial imagery as a base layer for showing proposed improvements.

Stantec's environmental team will lead an effort identifying all permits necessary to support the alternatives reviewed. As part of this effort, we will not apply for or obtain any permits, however a list of permits will be created that will be evaluated in more detail as part of future design and permitting phases.

Deliverables:

- Preliminary Engineering Report

The Report will serve as the foundation for this project. Design assumptions will be verified, the report also establishes the design criteria and standards that all future design work will comply with.

- Opinion of Probable Construction Cost

A preliminary Opinion of Probable Construction Cost will be prepared.

Assumptions and Exclusions

This Scope of Work is offered as Phase 1 of a multiphase project. With the preferred alternative not yet selected, we are unable to accurately estimate the services needed given the wide range of services and disciplines that may be required for the alternatives under consideration.

Upon completion of Phase 1 Stantec would be prepared to offer a Scope of Work for the remainder of the project up to and including full permitting, design, bidding and construction phase services.

Accordingly, the following items are excluded from this Scope of Work:

1. Permitting
2. All design phases of the project (30, 60, 90 and 100% Ready for Bid Plans)

Reference: Winooski River Siphon Sewer Project

3. Bid phase services
4. Construction phase services

Schedule

- Alternatives Analysis: Stantec will complete a desktop-level analysis of the alternatives within 10 weeks of an initial kickoff meeting with the City of Burlington. Based on the factors described above, additional time may be needed for a more thorough analysis if required by funding partners.
- Review of Analysis: One month is included for the City and its partners to review the Analysis and provide comments.
- Preliminary Design Report: Two months are included for the preparation of a draft PER, review of the draft by the City and its partners and the preparation and submission of a final PER.
- Note: with the project likely to commence in the December/January timeframe, some work will have to wait for the spring. That work includes and detailed, on-site assessments of archeological and environmental conditions. Our plan during the initial phase of the project is to perform these services at a 'desktop level' of analysis, which will be sufficient to support the Alternatives Analysis phase of the project. As the project advances and if the need for archeological and environmental fieldwork is identified, that work will commence when site conditions are appropriate.

Cost

Stantec proposes to perform the work outlined herein for a total of \$190,500, billed at a time and expenses basis.

Note: with the timing and Scope for the Archeological and Survey subconsultants unresolved at least until the project's alternatives phase advances, we have included an allowance of \$15,000 for each sub.

Regards,

STANTEC CONSULTING SERVICES INC.

Rabidoux
, Justin

Digitally signed by
Rabidoux, Justin
Date: 2023.11.07
10:39:16 -05'00'

Justin Rabidoux

Senior Project Manager
Phone: (802) 497-6405
justin.rabidoux@stantec.com

stantec.com

This cost has been updated to reduce the allowance for one of the subs to \$7,500. The total contact value has decreased to \$182,793.62 per the level of effort attachment.



SUMMARY REPORT

Project Company	Stantec US Business Group
Project Currency	US Dollar
Contract Type	Time & Material

Project Number	195189008
Project Name	Burlington (VT) Siphon Sewer PER
Client Name	City of Burlington (VT)
Business Centre	BC-1951 Water-US Northeast
Project Manager	Rabidoux, Justin (136)
Project Independent Reviewer	Britton, Gina (225)

Project Summary	Total Fee
Labour	\$159,293.62
Expense	\$1,000.00
Subs	\$22,500.00
Total	\$182,793.62

Planned Start Date	Planned End Date
2024-01-08	2024-06-21

Name	Role	Billing Level	Billing Rate	Hours	Sub-Total Fee
Rabidoux, Justin	Project Manager	Level 14	\$195.00	196.00	\$38,220.00
Myers, Jack	Project Technical Lead	Level 14	\$195.00	134.00	\$26,130.00
Goyette, Greg	Principal in Charge	Level 16	\$250.00	3.00	\$750.00
Ruiz, Albert	Directional Drilling	Level 15	\$220.00	14.00	\$3,080.00
Neuroth, Mark	Directional Drilling Designer	Level 11	\$172.00	32.00	\$5,504.00
Campbell, Doug	Pumping & Force mains	Level 12	\$178.00	112.00	\$19,936.00
Ruoff, Bryan	Collection Systems	Level 13	\$187.00	24.00	\$4,488.00
Olander, Emerson	Pump Station Studies	Level 15	\$220.00	14.00	\$3,080.00
Baker, Eben	Environmental Permitting/Wetlands	Level 08	\$145.00	32.00	\$4,640.00
Manchester, Kaytee	WWTP Operations	Level 13	\$187.00	76.00	\$14,212.00
Santy, Gary	ROW/Easements	Level 15	\$220.00	2.00	\$440.00
Chelminski, Michael	River Geomorphology	Level 15	\$220.00	10.00	\$2,200.00
Clark, Gordon	Flood Resiliency	Level 10	\$161.00	14.00	\$2,254.00
Tucker, Melissa	Flood Evaluation	Level 13	\$187.00	8.00	\$1,496.00
Garner, Cyrus	Geotech Lead	Level 11	\$172.00	14.00	\$2,408.00
Fragoso, Ana Cristina	Geotech Engineer	Level 11	\$172.00	32.00	\$5,504.00
Malueg, John	FEMA Coordination	Level 17	\$259.00	8.00	\$2,072.00
Brassard, Dan	CAD Lead	Level 12	\$178.00	10.00	\$1,780.00
Beauregard, Brandon	CAD Assistance	Level 09	\$155.00	88.00	\$13,640.00
Youlen, Dave	Estimating	Level 12	\$178.00	8.00	\$1,424.00
Britton, Gina	PIR	Level 15	\$220.00	4.00	\$880.00
Shinde, Rohit	PCS	Level 11	\$172.00	3.00	\$516.00
				838.00	\$154,654.00

Expense	Billing Rate	Units	Sub-Total Fee
Travel	\$500.00	2.00	\$1,000.00
			\$1,000.00

Subs	Billing Rate	Units	Sub-Total Fee
UVM CAP	\$5,000.00	1.50	\$7,500.00
VT Survey & Engineering	\$10,000.00	1.50	\$15,000.00
			\$22,500.00

Escalation	Billing Rate	Units	Sub-Total Fee
Escalation (Labour)	-	-	\$4,639.62
			\$4,639.62

Board of Finance and City Council Submission Checklist

Department: DPW – Water Resources Submitter: Ashley Walenty

Title/Subject: North Plant Siphon Long Term Climate Resilient Evaluation

	Approval:	Meeting Date:
☒	Board of Finance	12/4/2023
☒	City Council	12/11/2023
☐	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	11/27/2023	Megan Moir & Chapin Spencer
Mayor's Office informed and approved memo	Yes	11/29/2023	Joran 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	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	11/29/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	11/27/2023	Katherine Schad
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.



MEMORANDUM

TO: Board of Finance / City Council

FROM: Megan Moir, DPW Division Director – Water Resources

DATE: December 4, 2023 / December 11, 2023

CC: Chapin Spencer, Director of Public Works

RE: Request for Acceptance of American Rescue Plan Act (ARPA) 2023
Pretreatment Grant Funds for Businesses and Municipalities

REQUEST

The Department of Public Works (DPW) and its Water Resources Division (WRD) seeks approval and authorization to accept American Rescue Plan Act (ARPA) Pretreatment Grant funds in the amount of \$342,125 to be used for a pass-through grant to Edlund Company, LLC (Edlund) in support of the replacement of pretreatment equipment for the removal of metals from the industrial wastewater stream.

If approved, the City will execute a grant agreement with the Vermont Department of Environmental Conservation (VTDEC), and will serve as the pass-through entity for the industrial wastewater pretreatment equipment replacement project at Edlund. In addition, the City will execute a sub-award agreement with Edlund, defining the terms, conditions and responsibilities of each entity in regards to encumbrance and reimbursement of grant eligible expenses.

BACKGROUND

The City continues to advance the development of a robust city-wide Industrial Pollution Prevention Program (IPPP). Since 2019, the City's Water Resources Division (WRD), in collaboration with an experienced consulting team, has been working to develop an IPPP that will allow local control over the discharge of pollutants of concern (including phosphorus, high strength waste, chemical compounds, oils and grease) from users into the City's sanitary sewer system. The WRD has identified the need to work with the City's industrial customers, such as Edlund, to ensure that their wastewater effluent is not placing an undue burden on the City's wastewater treatment plants (WWTPs) and impacting the resiliency of the City's wastewater treatment infrastructure. The City values the vibrant array of local industries and remains committed to developing an IPPP that will allow these industries to flourish while ensuring the protection of the City's water resources as well as working with business to access State funding for industrial pollution prevention at their facilities

The proposed industrial wastewater pretreatment equipment replacement project includes the replacement of an aged clarifier tank in Edlund's wastewater pre-treatment system that was installed circa 1986. Over the past nearly four (4) decades this tank has become aged and requires replacement. This pre-treatment system component replacement has been identified in State wastewater inspections dating back to 2018. By replacing this tank, Edlund is ensuring that the wastewater discharge into the City's wastewater collection and treatment system is as clean of solid metal waste as possible. This clarifier tank is the last solids removal step in the pretreatment process. Due to the age of the clarifier tank, there is the possibility of failure. A failure could potentially result in untreated or undertreated wastewater exiting the facility into the City's wastewater system. In addition to placing a burden on downstream wastewater treatment processes, a failure of the clarifier tank would prevent Edlund from being able to operate, and effectively would shut the manufacturing processes down until the pretreatment system was repaired or replaced.

Edlund's industrial wastewater pretreatment system component replacement project is coming at a time when the City is making critical and costly upgrades to the City's wastewater treatment systems. As the City continues to advance with implementing tertiary treatment technologies for the City's Main Wastewater Plant, it is crucial that WRD establish and maintain a strong pre-treatment program to protect those upgraded systems from damage that can occur from unmitigated industrial influent.

In April 2023 the Vermont Department of Environmental Conservation (VTDEC) released the ARPA Pretreatment Grant Request for Proposals (RFP). WRD had previously applied for and was awarded funding to support the IPPP development in a previous round of ARPA RFPs. Private entities were eligible for the April 2023 round of ARPA funding, but only if their municipality would act as a pass-through entity. Shortly after the RFP was released, Edlund approached WRD and given that they had already characterized their pretreatment equipment replacement needs, the City agreed to be the pass-through entity. In July 2023 the WRD, on behalf of Edlund, submitted a grant application requesting \$402,500 in eligible pretreatment equipment replacement costs. In October 2023, WRD was notified by the VTDEC that the grant application was approved and the City would be awarded \$342,125, representing 85% of the requested grant funds, to be used for the identified pretreatment equipment replacement project at Edlund. The American Rescue Plan Act specifies that these funds must be encumbered by December 31, 2024 and expended by December 31, 2026.

Edlund Company has been in business in Burlington for 98 years and currently employees 80 fulltime employees. Successful operation of the company's pre-treatment process and compliance with their pre-treatment discharge permit (3-1326) allows for manufacturing to continue, the viability of the business to prosper and associated jobs to be retained. Without the assistance of the ARPA grant, Edlund would not be able to pursue an expense of this amount to support the replacement of the clarifier tank for several years. Nearly all economic indicators point to a coming recession, or a slowing of the market. Edlund has already seen this in the form of slowing incoming orders and a

15% reduction in revenue compared to prior year this quarter. Edlund expects this trend to continue into early and mid-2024 without significant changes to the market. That coupled with the costly expense of the new piece of equipment, which is significantly over Edlund's annual capital expenditure amount, Edlund would not be able to engage in the replacement of this piece of pretreatment system equipment. It is likely that Edlund would wait until a near failure of the equipment to replace, possibly putting Main Wastewater Plant at risk of receiving excess metals. In addition, the partnership between the WRD and Edlund on this grant funded project is providing valuable working experience as to how such innovative funding arrangements can be best executed as the citywide IPPP is advanced.

VTDEC is currently in the process of preparing the grant agreement and it will be provided for City review and execution. The grant agreement with VTDEC will inform the scope of work in the sub-award agreement with Edlund. WRD is seeking to obtain Board of Finance and City Council approval to accept the grant before the grant agreement and sub-award agreement are in hand so that it can expedite execution, upon review and approval of the City Attorney's Office, of each agreement recognizing that the American Rescue Plan Act specifies that these funds must be encumbered by December 31, 2024. WRD will not execute the grant agreement without the executed sub-award agreement with Edlund.

FUNDING

If approved, the City will execute a grant agreement with the VTDEC, and will serve as the pass-through entity for the pretreatment equipment replacement project at Edlund. The administration of this grant will be performed by WRD staff. There are no other associated City funding requirements or impacts associated with this ARPA Pretreatment Grant award.

MOTION

Board of Finance:

1. "To approve and recommend that the City Council authorize the Director of Public Works to execute a grant agreement for \$342,125 with the Vermont Department of Conservation for ARPA Pretreatment Grant pass-through funds to be used for pretreatment equipment replacement at the Edlund facility located at 319 Queen City Park Road, subject to the prior review and approval of the City Attorney's Office."
2. "To approve and recommend that the City Council authorize the Director of Public Works to execute a sub-award agreement with Edlund Company, LLC for ARPA Pretreatment Grant pass-through funds in amount not to exceed \$342,125 to be used for pretreatment equipment replacement at the Edlund facility located at 319 Queen City Park Road, subject to the prior review and approval of the City Attorney's Office."

City Council:

1. "To authorize the Director of Public Works to execute a grant agreement for \$342,125 with the Vermont Department of Conservation for ARPA Pretreatment Grant pass-through funds to be used for pretreatment equipment replacement at the Edlund facility located at 319 Queen City Park Road, subject to the prior review and approval of the City Attorney's Office."
2. "To authorize the Director of Public Works to execute a sub-award agreement with Edlund Company, LLC for ARPA Pretreatment Grant pass-through funds in amount not to exceed \$342,125 to be used for pretreatment equipment replacement at the Edlund facility located at 319 Queen City Park Road, 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
 Acceptance of ARPA grant for Edlund Replacement of Pre-Treatment Equipment &
 Title/Subject: Sub-Award Agreement

	Approval:	Meeting Date:
☒	Board of Finance	12/4/2023
☒	City Council	12/11/2023
☐	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	11/27/2023	Chapin Spencer
Mayor's Office informed and approved memo	Yes	11/29/2023	Jordan Redell
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	11/28/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	11/28/2023	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A		
CIO, if an IT-related investment/purchase	N/A		

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 and City Council

FROM: Rocky Vogler, PE, Water Resources Director of Engineering and Operations

DATE: December 4, 2023 / December 11, 2023

CC: Chapin Spencer, DPW Director
Megan Moir, DPW Division Director – Water Resources

RE: Authorization to Execute Contracts with On-Call Water Resources Sewer Collection System Filming and Cleaning Contractors

REQUEST:

The Department of Public Works (DPW) and its Water Resources Division (WRD) are seeking authorization to execute Main On-Call Agreements with two (2) On-Call contractors for Water Resources collection system close-captioned television (CCTV) inspection and sewer cleaning projects: BP Wastewater Services and P&P Septic. We propose to execute Main On-Call Agreements with a maximum limiting amount of \$150,000 with each of the two (2) qualified contractors, for a total authorized expenditure of \$300,000.

Main On-Call Agreements will extend through December 31, 2025. DPW-WRD will return to the Board of Finance and City Council to increase these limits if it appears that they are trending towards being exceeded prior to that date.

BACKGROUND:

During the course of normal operation and maintenance of the City's collection system (wastewater and stormwater), the City occasionally requires pipe inspection services deemed urgent and/or beyond the capabilities or availability of "in-house" resources. Timely sewer pipe inspection is important when sinkholes form on the road/ground surface to understand whether the sinkhole is caused by a sewer pipe failure. It is also important prior to paving projects or other large roadway projects to understand the condition of the pipes and coordinate replacement where necessary. Additionally, there is also increasing need for enhanced sewer pipe cleaning beyond the scope of the on-going regular sewer cleaning provided by in house maintenance staff to coordinate with pipe inspection services and to ensure that we maintain sewer capacity, particular in pipes downstream of combined sewer overflows.

WRD released a Request for Qualifications (RFQ) for On-Call CCTV Inspection and Sewer Cleaning Services in November 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 one component of our success in maintaining collection system infrastructure. Availability of in-house AFSCME staff is always reviewed prior to awarding work to an on-call contractor. On-call contractors are used only to supplement DPW

forces in situations where the work is time sensitive, requires specialized skills or equipment, or lack of staff availability.

Here are some brief descriptions to show examples of urgent CCTV work previously completed by contractors when City staff were not available:

- Prompt response to investigate unknown collection system infrastructure (manholes, catch basins and mains) within the Champlain Parkway Project corridor on Pine Street.
- Prompt response to investigate the formation of a sinkhole at Calahan Park.
- Prompt response to investigate the formation of a sinkhole at N. Prospect St.
- Prompt response to investigate sinkhole formation on Peru St.

Examples of possible enhanced and larger scale cleaning and filming – including those that relate to ensuring combined sewer overflows are minimized:

- Evaluating sewer infrastructure condition in advance of paving projects
- Cleaning and filming on streets where sewer back-ups into basements have occurred after significant storm events
- Cleaning and filming of sewer system between Pine/Lakeside and Howard (Pine Street CSO capacity management)
- Cleaning and filming of sewer system between Colchester/Riverside intersection and East Wastewater Treatment Plant (Colchester Ave CSO capacity management)
- Cleaning and filming downstream of Park Street Combined Sewer Overflow (Park and Manhattan CSO capacity management)

CONSTRUCTION CONTRACTOR SELECTION:

WRD issued a RFQ in November and received proposal packages from two (2) contractors – all with a record of success working in Burlington in recent years on water resources collection system 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 multiple on-call contractors during situations as not all may be available – Staff recommends approving on-call contracts with both contractors.

The On-Call contractors will provide services required to complete work associated with both Emergency/Unplanned filming/pipe assessment needs of the City collection system (stormwater, sewer, combined sewer) utilities as well as Urgent/Planned projects which may include both CCTV work as well as larger scale sewer cleaning projects that exceed the availability of City maintenance staff. The work can include, but not be limited to: CCTV, cleaning, lateral locating, smoke and dye testing as well as condition assessment evaluation.

The City of Burlington Department of Public Works is seeking to execute Main On-Call Agreements with the following two (2) contractors:

1. BP Wastewater Services LLC
2. P&P Septic

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 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.

Work under this On-Call Collection System Services contract generally falls into two categories – Emergency/Unplanned Work and Urgent/Planned Work. In line with our process for “standing” emergency work assignment agreements for excavation related projects, Water Resources proposes to execute “standing” emergency work assignment agreements for collection system filming (with associated pre-cleaning) projects which have a general scope of work and a modest not to exceed limit (\$10,000) 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. The use of these work assignment agreements will be “activated” via an emailed written notification to the firm that specifies the address and type of work associated with the request (i.e. sinkhole, sewer main break etc.) For Emergency/Unplanned work WRD will work with the first responsive On-Call contractor.

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 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 November 2023 RFQ.

FUNDING:

Funding for this work will be paid from annually budgeted money across FY24, FY25 and FY26 from Wastewater GLs 480-19-425-000.6500_118 and Stormwater 245-19-000.6500_118, Professional and Consultant Services.

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 two (2) water resources CCTV contractors (BP Wastewater Services LLC and P&P Septic), each with a maximum limiting amount of \$150,000, for a total authorized expenditure not to exceed \$300,000, 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 two (2) water resources CCTV contractors (BP Wastewater Services LLC and P&P Septic), each with a maximum limiting amount of \$150,000, for a total authorized expenditure not to exceed \$300,000, 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 Division Submitter: Megan Moir/Rocky Vogler
 Authorization to Execute contracts with On-Call Sewer Collection System Filming and
 Title/Subject: Cleaning Contractors

	Approval:	Meeting Date:
☒	Board of Finance	12/4/2023
☒	City Council	12/11/2023
☐	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	11/27/2023	Chapin Spencer
Mayor's Office informed and approved memo	Yes	11/29/2023	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	11/28/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	11/28/2023	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?	No	Standard City Contract
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.



To: Board of Finance and City Council

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

CC: Orieta Glozheni, Human Resources Manager, Deryk Roach, Superintendent of Parks and Central Facilities

Date: December 4, 2023

Re: Re-classification/retitling of one position

Executive Summary:

Burlington Parks, Recreation & Waterfront ("BPRW") is requesting the reclassification and retitling of the Land Steward position to City Land Steward.

Background:

The Land Steward position was created as part of the Conservation Legacy Fund adoption and creation in 2005. This fund was established with a City-wide focus on protecting and managing Burlington's Open Spaces. Burlington Parks Recreation and Waterfront was identified as the home for the Land Steward position within the City staffing framework. This unique position supports City wide conservation goals related to nature-based climate adaptation, conservation education and land acquisition, as well as the operational management of city-owned natural areas, the Burlington Greenway, the 127 Bike Path, natural surface trails, the Community Garden program, volunteer organization for outdoor projects, as well as maintaining acquisition goals for the Conservation Legacy Fund, and maintaining multiple partnerships among other work.

In recognizing the increasing complexity and work of the Conservation program within the Parks Division and aligning our Parks Division managers, we began the work to move the position from more than a Land Steward to a full manager role. The retitling of the position with the use of "City" in front of Land Steward recognizes, similar to our City Arborist, that their work touches many areas and is not held within the boundaries of our City parks.

The current employee has done a tremendous job building the program through partners, volunteers, seasonal staff and full-time staff, including hiring a new full-time Conservation Field Coordinator made



possible by the growth in the Conservation Legacy Fund and the Bike Path Maintenance Fund. The individual also oversees .5FTE of the Community Garden and Outreach Coordinator. Of note, the City Land Steward plays an integral role in the development, review, implementation and adaptation of the Burlington Open Space Protection plan.

Retro Pay

According to the personnel manual, *“A position may be reclassified to a higher grade only if it is demonstrated that the position will perform additional, significant functions that are not addressed in the current job description and that these new functions require added skills and knowledge such that a higher grade placement is warranted.”* We received approval in spring 2022 as part of the FY23 budget to shift the Land Steward position to a manager grade, recognizing that with the Conservation program's growth, we needed the Land Steward to also function as a manager. While the incumbent stepped up to take on the additional work, which required additional skills and knowledge, they also requested the process of evaluating the job description not be rushed.

Financial Impact:

The City Land Steward's salary is paid from the Conservation Legacy Fund, and we budgeted for the salary increase in both FY23 and FY24.

Position	Current Grade/Step	Current Salary	Proposed Grade	FY24 New Salary
Land Steward	18/15	\$80,899	20/5	\$85,902

Motions:

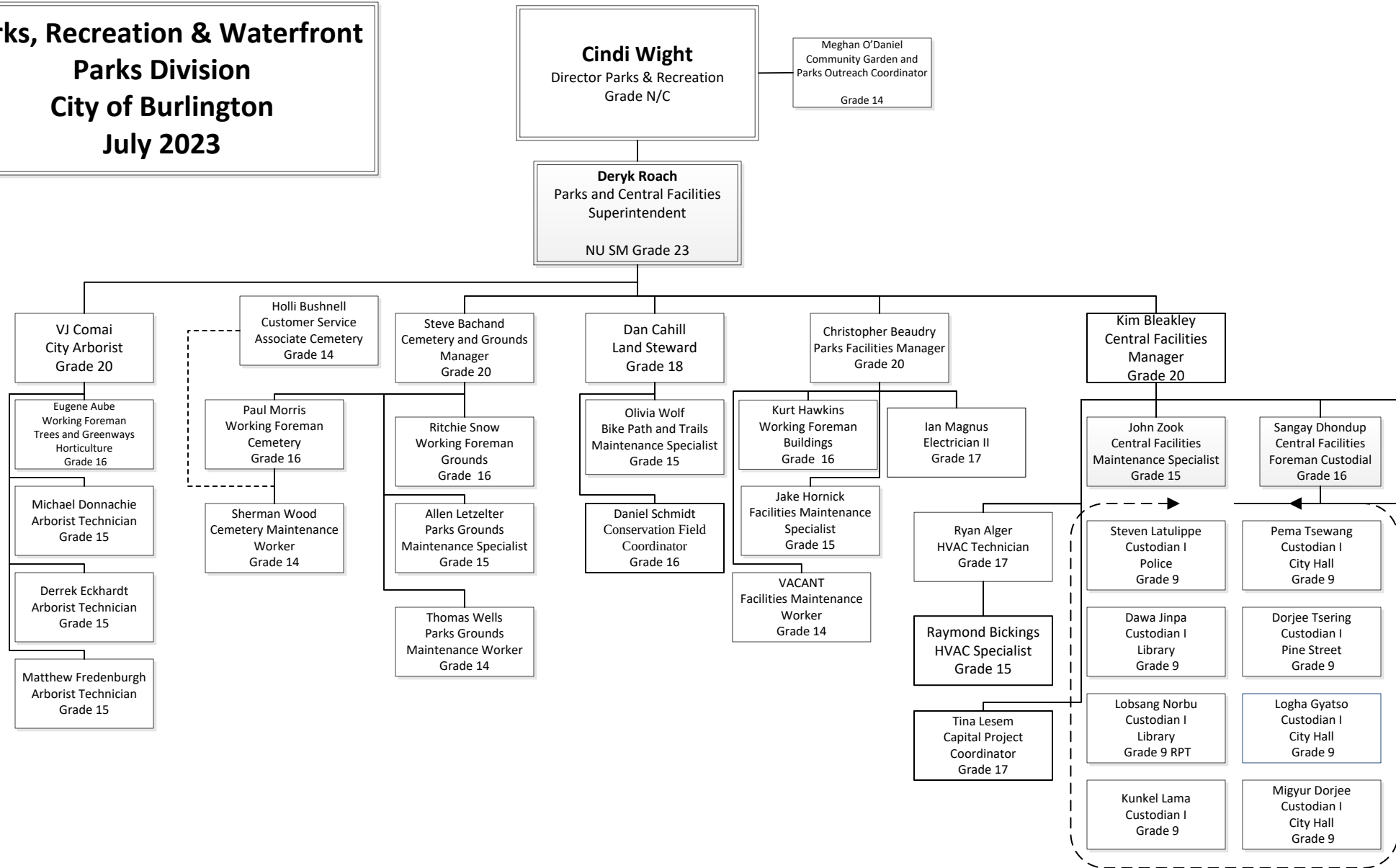
Board of Finance Motion

To recommend that the City Council approve the retitling and reclassification of the Land Steward, a regular, full-time, exempt, non-union, Grade 18 position to the City Land Steward, a regular, full-time, exempt, non-union, Grade 20 position in the Department of Parks, Recreation & Waterfront, and further authorize back pay in the amount of \$6,807.82 to the incumbent retroactive to 7/1/22.

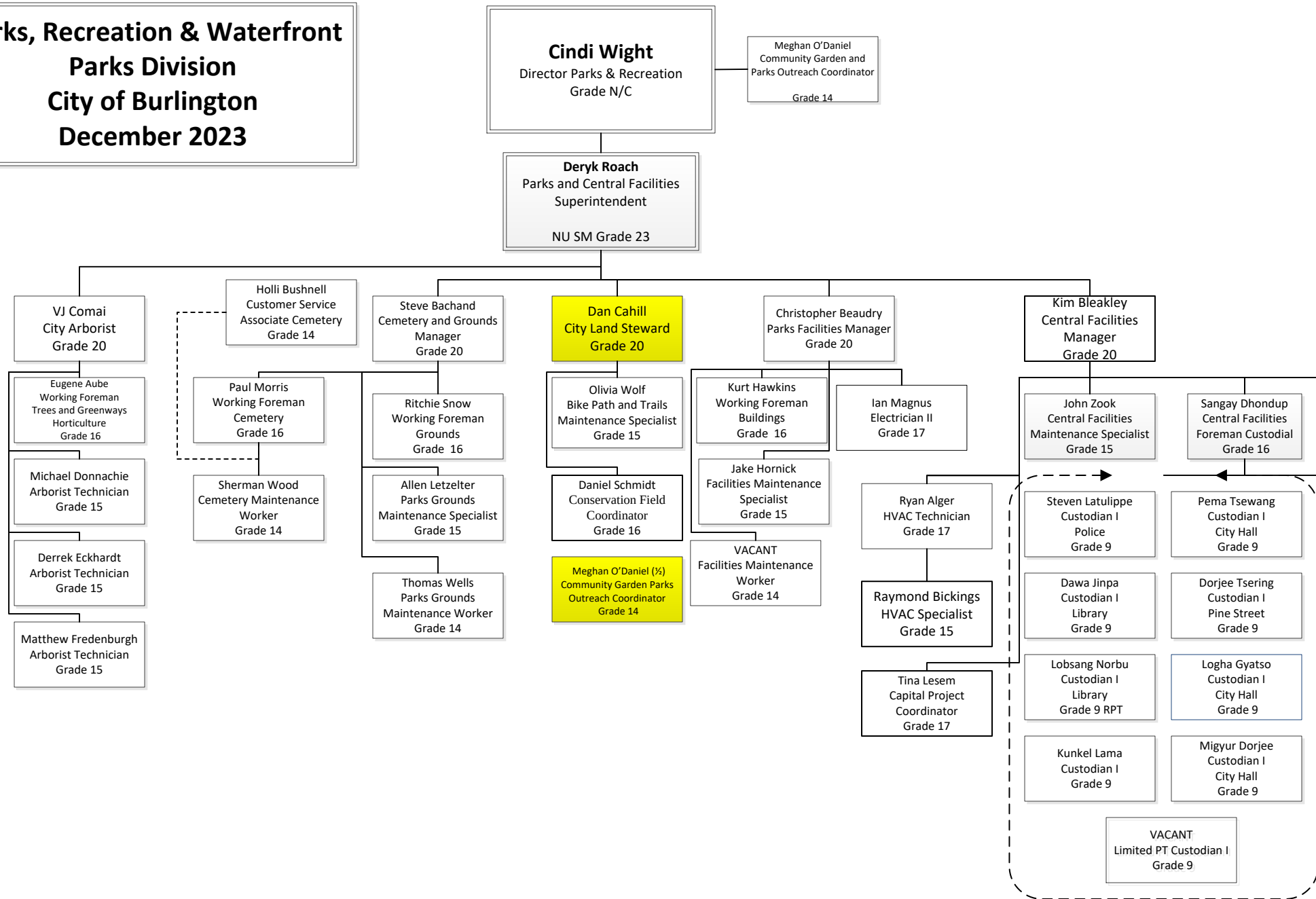
City Council Motion

To approve the retitling and reclassification of the Land Steward, a regular, full-time, exempt, Non-union, Grade 18 position to the City Land Steward, a regular, full-time, exempt, Grade 20 position in the Department of Parks, Recreation & Waterfront, and further authorize back pay in the amount of \$6,807.82 to the incumbent, retroactive to 7/1/22.

**Parks, Recreation & Waterfront
Parks Division
City of Burlington
July 2023**



**Parks, Recreation & Waterfront
Parks Division
City of Burlington
December 2023**



City of Burlington Job Description

Position Title: City Land StewardManager

Department: Parks, Recreation and Waterfront

Reports to: Superintendent of Parks and Central FacilitiesOperations and Maintenance

Pay Grade: 1820

Job Code: 1074

Exempt/Non-Exempt: Exempt

Union: Non-
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General Purpose: This position is responsible for ~~the leading management the management and coordination of the~~ City's Conservation Program. ~~Leadership~~ Leadership of this program ~~combines-oversees the day to day~~ day-to-day activities and resources assigned to maintain and improve management responsibilities and planning for of City owned- or leased community gardens, trails, urban wilds, and the Conservation Legacy Fund. ~~Additionally, which works to ensure that city wide conservation goals are achieved by engaging in direct management and planning for in~~ this position develops and maintains ~~through coordinating and connecting in~~ partnerships with other institutions, volunteers, organizations, and neighborhood groups to further the conservation goals, values and education represented through ~~back to espoused community goals and values as described in the City's~~ Open Space Protection Plan and other appropriate ~~Cicity-w~~Wide planning documents. ~~owned conservation lands/urban wilds, public trails, Parks Division volunteers, and the community garden program.~~ This position regularly engages with the public and city leadership to provide technical assistance, perspective, and support for conservation opportunities city-wide. ~~monitors, supports City wide planning efforts for Conservation, for Burlington's Parks, Recreation & Waterfront.~~

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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.)

Communication and Planning

- Build and strengthen collaboration with internal work groups, non-profit partners, government agencies, local commissions and boards focusing on conservation issues.
- Provide support, expertise and assistance to the Conservation Board, Department Director and the Park Commission through monthly reports, presentations, and attendance at public meetings.
- representing
- Ensure all City documents, both digital and paper are digitally filed and stored in an

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- ~~organized manner, in the City's platform, such as Sharepoint and the shared drive.~~
- ~~Negotiate and resolve conflicts of subordinate staff.~~ Prepare and develop volunteer/seasonal employment recruitment schedule, protocols, assignments and communication with Human Resources.
- Develop and execute plans designed to improve and increase participation and accessibility within diverse communities via partnerships, social and community engagement events, and program outreach through the activities of the conservation program.
 - Provide facilitation, information, guidance, connections and resources to public, partner, and stakeholder communities.
 - ~~Provide direct service opportunities to student, groups or conservation organizations.~~
 - ~~Support and direct the activities of the Community Garden and Outreach Coordinator as it relates to the Community Garden program and conservation program volunteer activities as required.~~ Cultivate, Develop, promote, and coordinate conservation education initiatives such as educational seminars, projects, ~~service learning, add in service learning, higher ed partnership etc....~~ interpretive programs and events on conservation lands/urban wilds and trails including longer term initiatives such as partnerships with Burlington School District, Wildways and the State of Vermont.
 - ~~This coordination shall be done with intention of connecting educational efforts to other~~
 - ~~Develop and present alterations, plans and analysis using mapping programs and tools such as ArcGIS.~~
 - ~~Support the coordination and development of planning documents and processes that range from City Wide city-wide planning efforts to property specific property-specific management plans and ecological assessments as well as- including the review of park projects and studies.~~ park.
 - Coordinate and plan work in alignment with other key internal management partners including the Cemetery, Tree and Facility Programs.
 - Participate and lead planning efforts related to both internal and external conservation initiatives, as required.
 - ~~Lead the strategic planning efforts that support the ongoing mission, vision and values of for the Conservation program and how they connect back to the Park Master Plan and the Open Space Protection Plan.~~
 - ~~Provide lead coordination~~ Coordinate and support to all operations and expenditures connected to the Conservation Legacy Fund. ~~This includes but is not limited to:~~
 - Support acquisition of natural areas and conservation lands in partnership with the Department Director, Superintendent of Parks and Central Facilities, area land trusts, non-profit organizations, and local state and federal government agencies.
 - Support and advise stakeholders, such as the director of Burlington Wildways and the Conservation Board, in the coordination and collective management of city-wide conservation initiatives.
 - Represent the City and/or act as the voting member of the City body to outside agencies as directed.
 - Negotiate and resolve conflicts with the conservation program as required.

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- Work within accordance with Burlington's Racial Equity Strategic Roadmap developing policy initiatives, programs, systemic changes and partnerships to address race-based discrimination and other forms of racism to maximize the positive impact of the REIB in Burlington's Conservation Program.
- Facilitate, provide information, advocacy and resources to the public and/or partner stakeholder communities.
- Develop, coordinate, and communicate work plans in alignment with other City/community partner agencies.

~~Coordinate the function of the Nature Based Climate Solutions grant program which includes organizing and facilitating meetings with the review and granting process, leading the outreach and engagement process, and providing assistance and support to applicants.~~

Program Management

- Develop and maintain program specific budgets, communicate regular budget projections and reports to the Supt. of Maintenance and Operations. Responsible for the safe, effective and efficient maintenance and care of our conservation program and all the elements therein.
- Develop and support conservation education initiatives.
- Manage the maintenance and care of ~35 miles of trails in Burlington.
- Support and direct the Direct the day-to-day activities of the Conservation Field Coordinator, Bike Path Maintenance Specialist, volunteers and seasonal/part-time staff as required.
- Support and direct the activities of the Community Garden and Outreach Coordinator as it relates to the Community Garden program and conservation program volunteer activities as required.
- Develop and execute plans that increase and improve participation within diverse communities via partnerships, social community engagement events, and program outreach.
- Manage and execute various budget tasks, including but not limited to, recommending annual budget appropriations for trails, conservation lands, community gardens and other conservation assets, procuring materials and services, proposing budget amendments, ordering parts and supplies, budget forecasting and monitoring.
- Develop, present and execute projects, including but not limited to developing project budgets, scope(s) of work, specifications, requests for proposals, and agreements, and oversight.
- Management and oversight of the Burlington Area Community Garden Program, including but not limited to program registration, development of policies and garden agreements, outreach, and day-to-day day-to-day operations and ground maintenance, and volunteer coordination.
- Support coordination between community garden service providers and partners to ensure services are available and provided at the highest levels and without duplication efficient.

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- ~~Cultivate community stewardship by assisting the planning and development~~developing of Conservation program volunteer programs, projects and other special events .
~~and provide technical advice to local conservation groups and partners.~~
- ~~Coordinate~~Oversee all aspects of conservation program volunteer management including the recruitment of volunteers, maintaining an active and accurate project list, preparation of work site, project description, assignments, safety equipment, materials and tools required.
- ~~Prepare and develop~~Oversee the development of the conservation program volunteer/seasonal employment recruitment schedule, protocols, assignments and communication with Human Resources in collaboration with other Park's division Programs.
- Provide direct service opportunities to students, groups and or conservation organizations including large volunteer projects ~~upwards of 120 people.~~
- Develop and coordinate a donation-based stewardship program for organizational and institutional partners seeking volunteer service opportunities.
-
- Ensure required training for this position and Conservation Program staff are satisfied.
-
- ~~Organize and develop annual program and budget goals and objectives. Conduct and document regular staff meetings, evaluations, assessments and feedback to full and part-time staff as required.~~
-
- Hire and supervise personnel as required.
- ~~Develop and implement fundraising activities to support the Conservation program annually~~
-
- ~~Manage Vermont Youth Conservation Corps (VYCC) contract.~~Supervise program staff in the operation of all vehicles, equipment, apparatus and technology applications necessary for effective conservation operations.
- Ensure all necessary permits and inspections are secured and processed in compliance with legal requirements (zoning, inspectional services permits) for conservation work
- Submit insurance claim information to document asset damages or personnel injuries as required.
- ~~Develop contracts, Requests for Proposals, MOU's, quotes and proposals, in accordance with City of Burlington procurement policy.~~
- Support staff as necessary, including drafting progress reports, allocating resources, assisting in the prioritization of schedules and working through policy, procedures, labor, equipment materials, schedules and budget.
- Support the establishment and maintenance of various inventories and supplies consistent with OSHA standards.
- ~~Support the tracking of all work and requests, through VUEWorks, including ensuring that issues are acknowledged, status and progress is updated, documenting costs and effort, and all communication necessary to close out work orders and work requests.~~

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- Coordination of program safety and staff training as required by OSHA/VOSHA.
- Develop and maintain volunteer opportunities database(s).
- Prepare and develop volunteer recruitment schedule, protocols, assignments and communication.
- Develop and execute conservation outreach efforts including public notices, brochures, and newsletters.
- Lead conservation education initiatives such as educational seminars, interpretive programs and events on conservation lands/urban wilds and trails.
- Land and Facility Management
- Support land acquisitions through the Conservation Board and Park Commission.
- Support acquisition or/respond to development requests on behalf of the conservation program.
- Develop and present alterations, plans and analysis using mapping programs and tools such as ArcGIS.
- Monitor and maintain the City's maps and documents of sensitive, endangered and invasive species as well as perform and coordinate inspections, mitigation, or advisement to internal or outside contractors or agencies as requested.
- Develop, execute and implement management plans for conservation managed properties.
- Ensure all maintenance and improvement projects are in compliance with permits, building codes, contracts, and ensure workmanship standards are attained.
- Coordinate the function of the Nature Based Climate Solutions grants for the Conservation Program, including communicating and processing cooperative agreements, program, which includes research, application(s), organizing and facilitating meetings with the review and granting process, leading the outreach and engagement process, satisfying reporting requirements and providing assistance and support to applicants, applicant support.
- Assist in defining property boundaries in order to advise or determine the responsibility of the City for trail and conservation maintenance issues
- Implement, Develop, prepare, update and execute conservation and trails management plans. Execute, implement, or assist with replacement or improvement projects within the conservation program.
- Assist in the development and preparation of a five and ten-year capital plan for conservation program assets that is updated annually.
- Establish standards of performance through best practices, policies, and procedures using a combination of technical expertise, predictive maintenance, and other improvement resources.
- Develop model maintenance plans for trails, community gardens, and conservation lands.
- Supervise project development for trail improvement projects, community gardens or conservation program improvements
- Develop and present alterations, plans and analysis using mapping programs and tools such as ArcGIS.

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- Facilitate the acquisition of significant natural areas and important conservation lands for permanent protection within the City of Burlington in partnership with area land trusts, non-profit organizations, and local state and federal government agencies.
- Develop and execute plans designed to improve and increase participation within diverse communities via partnerships, social and community engagement events, and program outreach.
- Develop, prepare and present staff work plans to the Supt. of Park Operations and Maintenance Superintendent of Parks and Central Facilities as required.
- Influence and motivate partners and internal operations within the City including but not limited to Department of Public Works, Planning and Zoning, and Community Office of Economic Development, and Burlington Wildways as needed to participate in specific recruitment and conservation projects.
- Attend, develop agenda items, updates and reports for Conservation Board, Park Commission Neighborhood Planning Assemblies, and other public meetings as required.
- Develop and implement fund-raising activities annually and work with Superintendent to identify resources.
- Direct the day-to-day maintenance activities of the Bike Path Maintenance Specialist, volunteers and seasonal/part-time staff as required.
- Assist in the coordination of conservation and community garden bookings and Support at Red Stone Cottage.
- Engage, facilitate and assist in strategic initiatives on behalf of the program as required.
- Monitor necessary contracts, Memorandum of Understandings (MOU's), requests for proposals, leases, and renewals of said agreements as related to land management.
- Maintain an annual capital needs assessment for community gardens, conservation/urban wilds and trails.
- Plan, assess, monitor, and prioritize potential land acquisitions and/or respond to development requests and sign-offs.
- Coordinate large volunteer projects upwards of 100-120 people.
- Respond to public requests and complaints.
- Provide assistance to other City Departments as required.
- Research grant opportunities and complete grant opportunities applications.

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Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's Degree in Recreation Management, natural resources or environmental studies, and 4 years of experience with an emphasis on open space or natural area planning. Additional experience may be substituted for a degree requirement on a two-for-one per year basis.
- At least three (3) years experience acting in a supervisory role

Commented [18]: this is important to update this now. We would have a hard time finding someone to manage the work of this position with only 4 years experience.

Commented [DR19R18]: Something to ask HR.

Commented [CW20]: Tony, I think we should stick with four years.

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- ~~Proficiency of ArcGIS/ArcMAP and working knowledge of Trimble GPS equipment preferred.~~
- Must be able to recruit, train and supervise staff and diverse populations.
- Ability to demonstrate strong oral communication skills, including the ability to communicate effectively with municipal government officials, public and private landowners, non-profit organizations, conservation groups and volunteer Conservation Board and Open Space Protection Program steering committee members.
- Ability to demonstrate strong written communication skills, including but not limited to effectively ~~demonstrate~~ demonstrating the ability to draft Site-site Management management and Cconservation Plansplans.
- Ability to operate in a ~~Windows-based~~ Windows-based environment using word processing, spreadsheets as well as ARC-GIS online. ~~nd specialized database software required.~~
- Ability to interact professionally and respectfully with co-workers, members of the general public and elected officials both in person, digitally and on the telephone.
- Ability to work evenings, nights, and weekends as required.
- Ability to establish work and filing systems and keep information organized and accessible.
- Knowledge of budgetary procedures 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~~ training 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.

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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.

x	seeing	x	ability to move distances within warehouses and offices
*	color perception (red, green, amber)		lifting (specify 35 pounds)
x	hearing/listening	x	carrying (specify 35 pounds)
x	clear speech	x	climbing
x	touching	x	driving
x	dexterity x hand x finger	x	ability to mount and dismount forklift
	reading – basic		pushing/pulling
x	reading – complex	x	shift work
	math skills – basic	x	moving objects
x	math skills – complex		pressurized equipment
	writing – basic	x	extreme heat

x	writing – complex	x	extreme cold
x	analysis/comprehension		high places
x	judgment/decision making	x	noise
x	clerical		fumes/odors
x	inside	x	dirt/dust
x	outside		hazardous materials
x	works alone		electrical equipment
x	works with others	x	mechanical equipment
x	face-to-face contact		
x	verbal contact w/others		

Supervision:

Directly Supervises: 42.5

Indirectly Supervises: 10

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 May 2017

City of Burlington Job Description

Position Title: City Land Steward

Department: Parks, Recreation and Waterfront

Reports to: Superintendent of Parks and Central Facilities

Pay Grade:

Job Code: 1074

Exempt/Non-Exempt: Exempt

Union: Non-Union

General Purpose: This position is responsible for managing the City's Conservation Program and coordinating of City owned or leased community gardens, public trails, public parks and open spaces, urban wilds, and the Conservation Legacy Fund. Additionally, this position develops, coordinates and maintains partnerships with other institutions, volunteers, organizations, and neighborhood groups to further the conservation goals, values and education represented through the City's Open Space Protection Plan and other appropriate city-wide planning documents. This position manages daily operations, and budgets, monitors' goals and objectives, performs employee and asset assessments, supports City wide planning efforts for Conservation, supports the acquisition of new park lands and conservation areas, and engages with the public in response of requests for services.

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.)

Communication and Planning

- Coordinate and support all operations and expenditures connected to the Conservation Legacy Fund assisting with the facilitation of acquisitions of significant natural areas and important conservation lands for permanent protection within the City of Burlington in partnership with the Department Director, Superintendent of Parks and Central Facilities, area land trusts, non-profit organizations, and local state and federal government agencies.
- Coordinate the function of the Nature Based Climate Solutions grant program organizing and facilitating meetings with the review and granting process, leading the outreach and engagement process, and providing assistance and support to applicants.
- Build and strengthen collaboration with internal work groups, non-profit partners, government agencies, local commissions and boards focusing on conservation issues.
- Provide support, expertise and assistance to the Conservation Board, Department Director and the Park Commission through monthly reports, presentations, and attendance at

public meetings.

- Develop and execute plans designed to improve and increase participation and accessibility within diverse communities via partnerships, social and community engagement events, and program outreach through the activities of the conservation program.
- Provide facilitation, information, guidance, connections and resources to public, partner, and stakeholder communities.
- Develop, promote, and coordinate conservation education such as educational seminars, projects, service learning, interpretive programs and events on conservation lands/urban wilds and trails including longer-term initiatives such as partnerships with Burlington School District, Wildways and the State of Vermont.
- Support the coordination and development of planning documents and processes that range from city-wide planning efforts to property-specific management plans and ecological assessments as well as including the review of park projects and studies.
- Participate and lead planning efforts related to both internal and external conservation initiatives as required.
- Support acquisition of natural areas and conservation lands in partnership with the Department Director, Superintendent of Parks and Central Facilities, area land trusts, non-profit organizations, and local state and federal government agencies.
- Support and advise stakeholders, such as the director of Burlington Wildways and the Conservation Board, in the coordination and collective management of city-wide conservation initiatives.
- Represent the City and/or act as the voting member of the City body to outside agencies as directed.
- Negotiate and resolve conflicts with the conservation program as required.
- Work within accordance with Burlington's Racial Equity Strategic Roadmap developing policy initiatives, programs, systemic changes and partnerships to address race-based discrimination and other forms of racism to maximize the positive impact of the REIB in Burlington's Conservation Program.
- Facilitate, provide information, advocacy and resources to the public and/or partner stakeholder communities.
- Develop, coordinate, and communicate work plans in alignment with other City/community partner agencies.

Program Management

- Responsible for the safe, effective and efficient maintenance and care of our conservation program and all the elements therein.
- Develop and support conservation education initiatives.
- Manage the maintenance and care of the Burlington Greenway, and other paved trail surfaces as well as the 35 miles of public natural surface trails in Burlington.
- Manage the activities of the Conservation Field Coordinator, Bike Path Maintenance Specialist, volunteers and seasonal/part-time staff as required.
- Manage the activities of the Community Garden and Outreach Coordinator as it relates to the Community Garden program and conservation program volunteer activities as required.

- Develop and execute plans that increase and improve participation within diverse communities via partnerships, social community engagement events, and program outreach.
- Manage and execute various budget tasks, including but not limited to, recommending annual budget appropriations for the bike path, trails, conservation lands, community gardens and other conservation assets, procuring materials and services, proposing budget amendments, ordering parts and supplies, budget forecasting and monitoring.
- Develop, present and execute projects, including but not limited to developing project budgets, scope(s) of work, specifications, requests for proposals, and agreements, and oversight.
- Management and oversight of the Burlington Area Community Garden Program, including but not limited to program registration, development of policies and garden agreements, outreach, day-to-day operations and ground maintenance, and volunteer coordination.
- Support coordination between community garden service providers and partners to ensure services are available and efficient.
- Cultivate community stewardship by developing volunteer programs, projects and other special events.
- Oversee all aspects of conservation program volunteer management including the recruitment of volunteers, maintaining an active and accurate project list, preparation of work site, project description, assignments, safety equipment, materials and tools required.
- Oversee the development of the conservation program volunteer/seasonal employment recruitment schedule, protocols, assignments and communication with Human Resources in collaboration with other Park's division Programs.
- Provide direct service opportunities to students, groups and or conservation organizations including large volunteer projects.
- Develop and coordinate a donation-based stewardship program for organizational and institutional partners seeking volunteer service opportunities.
- Ensure required training for this position and Conservation Program staff are satisfied.
- Conduct and document regular staff meetings, evaluations, assessments and feedback to full and part-time staff as required.
- Hire and supervise personnel as required.
- Develop and implement fundraising activities to support the Conservation program
- Supervise program staff in the operation of all vehicles, equipment, apparatus and technology applications necessary for effective conservation operations.
- Ensure all necessary permits and inspections are secured and processed in compliance with legal requirements (zoning, inspectional services permits) for conservation work
- Submit insurance claim information to document asset damages or personnel injuries as required.
- Develop contracts, Requests for Proposals, MOU's, quotes and proposals, in accordance with City of Burlington procurement policy. Support staff as necessary, including drafting progress reports, allocating resources, assisting in the prioritization of schedules and working through policy, procedures, labor, equipment materials, schedules and budget.

- Support the establishment and maintenance of various inventories and supplies consistent with OSHA standards.
- Support the tracking of all work and requests.

Land and Facility Management

- Support land acquisitions through the Conservation Board and Park Commission.
- Support acquisition or/respond to development requests on behalf of the conservation program.
- Monitor maintain the City's maps and documents of sensitive, endangered and invasive species as well as perform and coordinate inspections, mitigation, or advisement to internal or outside contractors or agencies as requested.
- Develop, execute and implement management plans for conservation managed properties.
- Ensure all maintenance and improvement projects are in compliance with permits, building codes, contracts, and ensure workmanship standards are attained.
- Coordinate grants for the Conservation Program, including communicating and processing cooperative agreements, research, application(s), organizing and facilitating meetings with the review and granting process, leading the outreach and engagement process, satisfying reporting requirements and providing assistance and applicant support.
- Assist in defining property boundaries in order to advise or determine the responsibility of the City for trail and conservation maintenance issues
- Execute, implement, or assist with replacement or improvement projects within the conservation program.
- Assist in the development and preparation of a five and ten-year capital plan for conservation program assets that is updated annually.
- Establish standards of performance through best practices, policies, and procedures using a combination of technical expertise, predictive maintenance, and other improvement resources.
- Develop maintenance plans for trails, community gardens, and conservation lands.
- Supervise project development for trail improvement projects, community gardens or conservation program improvements
- Monitor necessary contracts, Memorandum of Understandings (MOU's), requests for proposals, leases, and renewals of said agreements as related to land management.
- Respond to public requests and complaints.
- Provide assistance to other City Departments as required.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's Degree in Recreation Management, natural resources or environmental studies, and 4 years of experience with an emphasis on open space or natural area planning. Additional experience may be substituted for a degree requirement on a two-for-one per year basis.

- At least three (3) years' experience acting in a supervisory role
- Must be able to recruit, train and supervise staff and diverse populations.
- Ability to demonstrate strong oral communication skills, including the ability to communicate effectively with municipal government officials, public and private landowners, non-profit organizations, conservation groups and volunteer Conservation Board and Open Space Protection Program steering committee members.
- Ability to demonstrate strong written communication skills, including but not limited to effectively demonstrating the ability to draft site management and conservation plans.
- Ability to operate in a Windows-based environment using word processing, spreadsheets as well as ARC-GIS online.
- Ability to interact professionally and respectfully with co-workers, members of the general public and elected officials both in person, digitally and on the telephone.
- Ability to work evenings, nights, and weekends as required.
- Ability to establish work and filing systems and keep information organized and accessible.
- Knowledge of budgetary procedures 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 training 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.

x	seeing	x	ability to move distances within warehouses and offices
	color perception (red, green, amber)		lifting (specify 35 pounds)
x	hearing/listening	x	carrying (specify 35 pounds)
x	clear speech	x	climbing
x	touching	x	driving
x	dexterity x hand x finger	x	ability to mount and dismount forklift
	reading – basic		pushing/pulling
x	reading – complex	x	shift work
	math skills – basic	x	moving objects
x	math skills – complex		pressurized equipment
	writing – basic	x	extreme heat
x	writing – complex	x	extreme cold
x	analysis/comprehension		high places
x	judgment/decision making	x	noise
x	clerical		fumes/odors

x	inside	x	dirt/dust
x	outside		hazardous materials
x	works alone		electrical equipment
x	works with others	x	mechanical equipment
x	face-to-face contact		
x	verbal contact w/others		

Supervision:

Directly Supervises: _3__

Indirectly Supervises: _10__

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 May 2017; November 2023

Board of Finance and City Council Submission Checklist

Department: BPRW Submitter: Cindi Wight

Title/Subject: Reclassification

	Approval:	Meeting Date:
☒	Board of Finance	12/4/2023
☒	City Council	12/11/2023
☐	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	11/27/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	11/28/2023	CAO approving for Mayor's office
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.	
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	11/28/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	11/28/23	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	Yes	11/28/2023	Orieta Glozheni
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.



OFFICE OF THE CLERK/TREASURER City of Burlington

City Hall, Room 20, 149 Church Street, Burlington, VT 05401

Voice (802) 865-7000

To: Board of Finance
City Council

From: Katherine Schad, Chief Administrative Officer for the
Board of the Burlington Employees Retirement System (BERS)

Date: October 16, 2023 and December 11, 2023

Subject: Updates to the 2019 Investment Policy Statement

Executive Summary

The investment consulting firm for the City's retirement system, Fiducient Advisors, has reviewed Burlington's Investment Policy Statement (IPS) and recommended changes in line with industry best practice and current market conditions. The BERS Board has thoroughly reviewed and approved these changes.

Detailed Changes

As a part of a regular calendar of education and policy review for BERS, Fiducient reviewed the City's IPS, which had not been updated since 2019. Fiducient has recommended the following specific changes which are redlined in the updated draft. These include:

- Adding a section to espouse the purpose of the plan and the IPS
- Updating the duties section, including adding the responsibilities of the consultant, investment manager, and custodian
- Expanding the investment strategy section
- Adding a section on evaluation and oversight of our investment manager
- Adjusting the asset allocations to reflect the current market and conditions of the system

Motions

Board of Finance Motion:

To approve and recommend that the City Council approve and ratify the attached Investment Policy Statement for the Burlington Employees' Retirement System.

City Council Motion:

To approve and ratify the attached Investment Policy Statement for the Burlington Employees' Retirement System.

**INVESTMENT POLICY STATEMENT
CITY OF BURLINGTON, VERMONT
BURLINGTON EMPLOYEES' RETIREMENT SYSTEM**

CURRENT VERSION: OCTOBER 3, 2019, 2022

Revised October 3, 2019

Revised November 19, 2015

Revised December 3, 2009

Revised June 23, 2005

Revised February 2, 2000

Revised June 27, 1997

Revised September 18, 1996

Revised October 28, 1993

Revised September 24, 1992

Revised May 28, 1992

Revised November 2, 1989

Adopted March 19, 1987

I. OVERVIEW

The Burlington Employees' Retirement System ("BERS" or the "Plan") is a defined benefit pension plan established to provide retirement benefits to participants in accordance with the benefit structure adopted by the City of Burlington, Vermont.

The Plan is governed by Chapter 24 of the City of Burlington Code of Ordinances as authorized by Title VII of the City of Burlington Charter.

~~This Investment Policy Statement (the "IPS") shall establish the process to be followed in making and executing investment policy. The various outcomes of this process — the assumed investment return, asset allocation, and measurement criteria — shall be included in the investment addendum.~~

This Investment Policy Statement (IPS) amends, supersedes and restates in its entirety all prior BERS Investment Policy Statements.

If any terms of this IPS conflict with the Plan documents, the terms and conditions of the plan documents shall prevail.

II. PURPOSE OF THE PLAN AND IPS

The Plan's purpose is to provide retirement benefits to employees who are eligible to receive benefits under the Plan.

The purpose of the IPS is to outline the following general provisions affecting the Plan by:

- Assisting the Board to fulfill its fiduciary responsibilities;
- Conveying the Plan's purpose, investment objective, investment strategy and constraints;
- Establishing a decision-making framework to promote the effectiveness of the Plan;
- Intending for the Plan to be maintained in compliance with applicable laws and regulations;
- Setting forth the roles and responsibilities of the Board, Investment Consultant ("Consultant") and other relevant parties.

III. STANDARDS AND DUTIES

A. Fiduciary Standards

Assets of BERS shall be managed in a manner consistent with fiduciary standards. Investments shall be made with the care, skill, and diligence that a prudent person would use in achieving the aims outlined in this IPS.

B. Board Duties

The Board has the responsibility of establishing and maintaining policies governing management of BERS' financial assets (the "Fund"), including:

1. Act solely in the best interest of the Plan beneficiaries and the Plan's objectives.
- 1.2. Setting of investment policy;
- 2.3. Choosing an asset allocation to balance risk and return;
- 3.4. Selecting and evaluating professionals to manage those assets;
- 4.5. Communicating guidelines to those professionals.
6. Monitoring performance of the plan.
7. Avoid prohibited transactions and conflicts of interest.

C. Consultant Duties

1. Assist in the development and periodic review of the investment policy.
2. Proactively recommend changes to enhance the effectiveness of the investment policy, investment strategy or asset allocation.
3. Make proactive investment manager hire and fire recommendations.
4. Monitor aggregate and manager-level performance to ensure compliance with stated objectives.
5. Provide the Board with quarterly performance updates.
6. On a timely basis, notify the Board if there are pertinent developments with any of the Plan's investment managers.

D. Investment Managers

1. Manage assets in accordance with the guidelines and objectives outlined in prospectuses (mutual funds), investment agreements (commingled funds, private partnerships, etc.), or manager-specific investment guidelines (separate accounts).
2. Exercise investment discretion to buy, manage and sell assets held in the portfolios.
3. Promptly vote proxies and related actions in a manner consistent with the long-term interest of the Plan as an investor.

4. Communicate all organizational changes in a timely manner, including but not limited to ownership, organizational structure, financial condition and professional staff.
5. Seek “best price and execution” for transactions. Both explicit and implicit transactions costs should be considered.

E. Custodian(s)

1. Safeguard portfolio assets.
2. Accurately value portfolio holdings.
3. Execute buy/sell orders and cash transfers in a timely manner as directed by the Board.
4. Collect all income and dividends owed to the Plan.
5. Settle all transactions (buy/sell orders) initiated by separate account investment managers.
6. Provide reports at least quarterly that detail transactions, cash flows, securities values and changes in the value of each security and the overall portfolio since the previous report.
7. Provide all requested portfolio information to the Consultant and Board in a timely manner.

IV.HH. INVESTMENT GOAL

The long-term goal of the portfolio is to earn the actuarial return assumption net of fees over a long period of time such as 20 years while assuming only as much risk as the Board believes is needed to achieve that return. The return assumption shall not be used to justify taking excessive risk.

The following philosophy should be followed in pursuing that goal:

A. Philosophy

1. Adhere to a long-term perspective;
2. Align strategy with goals and risk tolerance;
3. Maintain consistent exposure to the capital markets;
4. Use simple investment structures that the Trustees understand;
5. Minimize investment costs.

~~The following strategy should be followed in implementing this philosophy:~~

~~B. Implementation Strategy~~

- ~~1. Diversify;~~
- ~~2. Focus primarily on asset allocation;~~
- ~~3. Rebalance to targets, selling on strength and buying on weakness;~~
- ~~4. Emphasize index management;~~

~~5. Keep manager and asset turnover low.~~

IV. INVESTMENT ~~GUIDELINES~~STRATEGY

The Plan is expected to be maintained in perpetuity. Future amendments to the Plan may occur, but the optimal investment strategy will be determined based on the plan provisions as they exist at any point in time.

The Board acknowledges that the Plan's asset allocation strategy is likely to be its primary determinant of performance. The following strategy should be followed in implementing this philosophy:

1. Diversify;
2. Focus primarily on asset allocation;
3. Rebalance to targets periodically, which is likely to result in reducing exposure to investments that have recently outperformed and/or adding to investments that have recently underperformed;
4. Emphasize index management where appropriate;
5. Keep manager and asset turnover low

With the assistance of its Consultant, the Board intends to review or revise the target allocation to asset classes periodically to ensure the investment strategy remains consistent with the Plan's investment objectives, as those objectives may evolve over time given the plan's funding status and other factors.

In addition to achieving the investment objectives previously outlined in this Statement, the goal of the overall investment strategy is to meet or exceed (a risk-appropriate) benchmark over full market cycles. The benchmark will constitute underlying market indices appropriate for the strategy, and its components will be illustrated in the periodic performance report provided by the Consultant.

VI. INVESTMENT MANAGER SELECTION

The Plan may select investment managers through a variety of investment vehicles including, but not limited to, separate accounts, mutual funds, commingled funds or private partnerships.

The underlying investment managers selected for the Plan are intended to be selected with the care, skill and diligence that would be applied by a prudent person acting in a like capacity and knowledgeable about investing.

With the assistance of its Consultant, the Board will examine investment managers' investment objectives and processes; historical adherence to stated objectives and processes; depth of resources; quality of personnel; historical performance (including risk) versus various appropriate benchmarks; appropriateness of diversification; reasonableness of fees; and any other metric that may be material when evaluating investment managers' capabilities. The Board will use all available information and its best judgment when seeking to hire skillful investment managers. The Board may also select low cost, passively managed investment products where appropriate.

The Trustees understand that should Burlington choose to invest in a commingled fund, the investment policies governing that fund take precedence over the policies in this IPS. When investing in any commingled structure, the Trustees should consider whether those guidelines are sufficiently compatible with BERS own goals.

Should the Trustees decide to invest in any individual account that must conform to standards set forth in this IPS, those standards shall be set forth in the manager's contract and attached to this IPS following the Investment Addendum.

VII. INVESTMENT MANAGER EVALUATION AND OVERSIGHT

With the assistance of its Consultant, the Board intends to periodically review the performance of the underlying investment managers. Investment manager performance will be evaluated against proper indices, peer group comparisons and risk-adjusted performance metrics. They will also be evaluated against other metrics that may include but are not limited to expenses, consistency of strategy or style or other qualitative factors.

Investment managers may be considered for possible termination if they fail to meet performance or other guidelines enumerated in the Plan's periodic performance report provided by the Consultant. The performance summary section of the most recent performance report, including managers and their various benchmarks, will serve as an appendix to this IPS.

With the assistance of its Consultant, the Board intends to use all known information and its best judgment to determine if and when terminating a manager is warranted. Events that may trigger a termination include but are not limited to illegal or unethical behavior on the part of the manager; failure to follow investment guidelines; underperformance; turnover among key personnel; a change in investment style or strategy; insufficient infrastructure to keep pace with asset growth; significant increase in expenses or fees; and any other observation the Board deems may prevent the manager from carrying out its

duties effectively. In addition, managers may be terminated at any time for any reason at the discretion of the Board.

VIII. LIQUIDITY

The Board intends to construct the portfolio to provide adequate liquidity to meet the obligations of the retirement system. Due to market volatility and the uncertain nature of commitments, drawdowns, and distributions, it may not be possible to monitor liquidity continuously. However, attempts will be made to manage liquidity to the greatest extent possible and illiquid assets in the portfolio will be sufficiently limited to ensure all obligations can be met.

IX. PROXY VOTING

For separately managed accounts, if applicable, investment managers will be expected to vote proxies in the best interest of the Plan as an investor. When applicable, mutual fund proxies are intended to be voted in the best interest of the Plan.

DRAFT

INVESTMENT APPENDIX

The following sets out the Board's current choices regarding the ~~actuarial assumption~~, asset allocation targets and acceptable ranges and ~~performance measurement standards~~.

~~A. Actuarial Assumption: 7.5%~~

B. Asset Allocation

The asset allocation and allowable ranges are effective August 2022:

Asset Allocation Guidelines:	Lower Limit	Target	Upper Limit
Fixed Income and Cash Equivalents	10% <u>15%</u>	18% <u>25%</u>	30% <u>35%</u>
Publicly Traded Global Equity	60% <u>50%</u>	74.5% <u>67.5%</u>	90% <u>85%</u>
<i>Domestic Equity</i>	30%	41.5% <u>40%</u>	55% <u>50%</u>
<i>International Equity</i>	20%	33% <u>27.5%</u>	45% <u>35%</u>
Real Estate	0%	6%	10%
Timber	0%	1%	3%
Private Equity	0%	0.5%	3%

Cash flow should be managed to maintain each allocation close to the target. Rebalancing becomes mandatory within a 90 day period if an allocation falls outside the range.

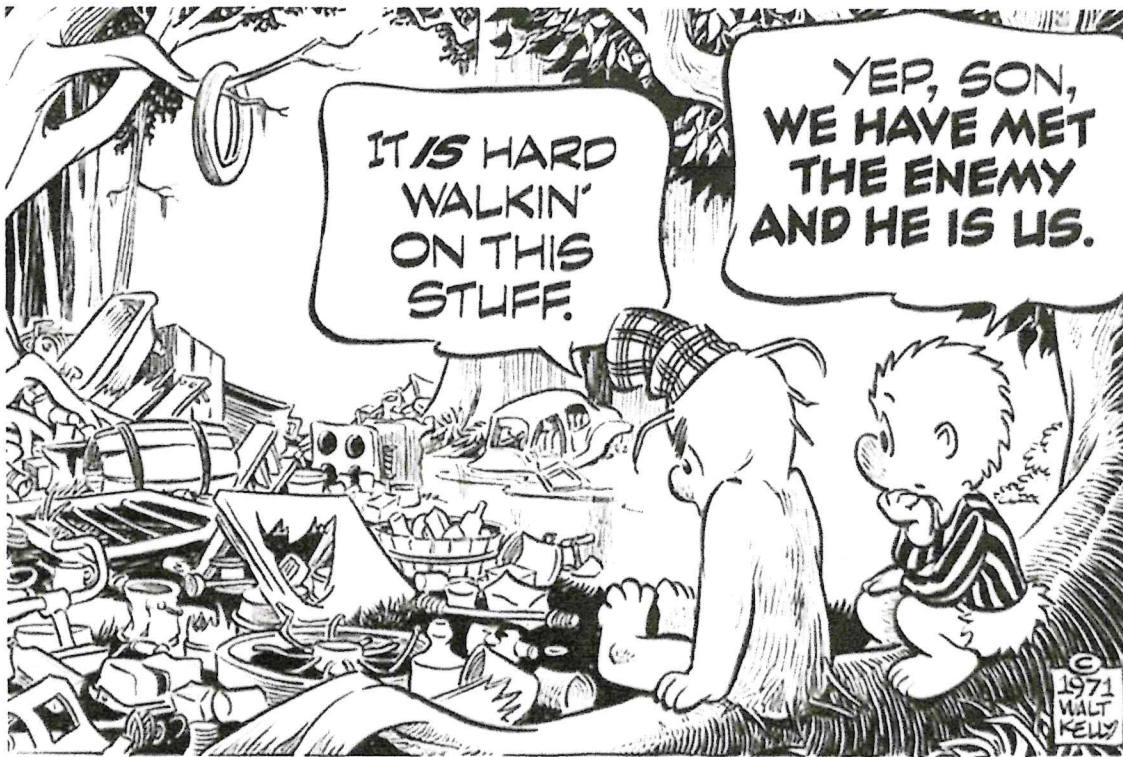
~~C. Performance Measurement~~

~~1. Time Period. Measurement of return for both the portfolio and for individual managers will be over a market cycle assumed for simplicity to be 3-5 years. Trustees are encouraged to make judgments over time periods sufficiently long to encompass both up and down market trends.~~

~~2. Portfolio Goal. The short-term goal of the portfolio is to rank in the upper half of a universe of similar portfolios. The long-term goal of the portfolio is to earn the actuarial assumption over a long period of time such as 20 years while assuming only as much risk as needed to achieve that return.~~

~~3. Manager Goals. Each manager shall be measured by an assigned benchmark. Active managers are expected to out perform their benchmark over a market cycle net of fees, and to perform in the upper half of a universe of managers in a similar style. Passive managers are expected to nearly match their benchmark on a monthly basis gross of fees.~~

Df 11/20/23 cc Kim Hornung-Marcy



Thank you for this opportunity. I speak as a mother on behalf of all the young people we love. In 1971 the comic strip Pogo featured Pogo looking at a polluted world and saying, "we have met the enemy, and it is us." When that comic appeared, I was a high school kid fighting DDT with my high school environmental club. And the grown-ups listened. No one uses DDT anymore. But today, too many powerful grownups are not listening to today's young people or the scientists.

You have the power to make Burlington a climate leader. You invited two IPCC scientists to your TEUC symposium. They clearly explained to all of us, that wood is NOT renewable by any current scientific standard.

If it burns it is bad for climate. Vote to reduce greenhouse gasses. So no steam tunnel. Yes to a 10 year plan but by independent scientists who understand how to get off burning wood, not by the folks who profit from the status quo. Please adopt the amendments proposed by Gene Bergman for the renewable heating ordinance and vote yes. **When you are standing on the edge of a cliff it is a positive step, to step back.** As today's grownups use your power to step back from burning things. Listen to your voters, listen to the climate science, not to people who profit from burning anything. Thank you.

Short Letter to Biden on why wood is NOT renewable from over 1,000 scientists:

<https://s3.documentcloud.org/documents/20482842/scientist-leter-to-biden-van-der-leyden-michel-suga-moon-february-11-2021.pdf>

From Rev. Kim Hornung-Marcy, 350Vt Burlington node and 350Vt Thermal Study Group. Chair New England Annual Conference of the United Methodist Church Board of Church and Society.

Lori Olberg

From: Nora Thomas <ngthomas1317@gmail.com>
Sent: Monday, November 20, 2023 6:26 PM
To: Hannah King; City Council; Lori Olberg
Subject: City Council Meeting Agenda 11/20/23
Attachments: CAC letter to Burlington City Council 11_20.pdf

Some people who received this message don't often get email from ngthomas1317@gmail.com. [Learn why this is important](#)

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

Hi all,

I have attached here a letter from the Climate Action Collective, a group of Burlington-area college students, that Hannah King has agreed to read on behalf of the students to the council tonight. The letter contains statements on the McNeil expansion and the renewable heating ordinance. Could you please add this to the consent agenda for tonight's city council meeting?

Thanks,
Nora Thomas

11/20/2023

Dear City Councilors and Mayor Weinberger,

This letter is written on behalf of the Climate Action Collective (CAC), a group of passionate college students in the Burlington area. Because this vote was conveniently set for the first Monday of our Thanksgiving break, many of us are out of town and enjoying a much-needed respite. Although we are physically absent today, do not think this represents our lack of dedication or action for these issues. We have built student power and are proud of the effort we have made to educate ourselves and fight for the action we desperately need. The time to take climate action is upon us. Our world and community are feeling the building intensity and devastation that climate change and environmental issues bring. We urge you to please think about our future in the face of a changing world, and understand that, while local, these local decisions have lasting implications.

First, we ask you, Mayor Weinberger, and Burlington City Councilors, to remove the false solutions from the clean heat ordinance, and adopt Councilor Bergman's amendments. Biofuel, Biomass, renewable natural gas, and hydrogen are not carbon-free fuels. They should not be considered to be "clean", "renewable", or "sustainable".

Second, we ask you, Mayor Weinberger, and City Councilors, to deny the expansion of the McNeil Biomass Plant.

McNeil poses several problems to the Vermont community in regard to environmental degradation and health. McNeil is the largest stationary emitter of greenhouse gasses in all of Vermont. Biomass emits more carbon dioxide per unit of energy produced than a coal plant. Furthermore, forests play a key role in carbon sequestration, which lowers the amount of carbon dioxide being released into the atmosphere. While it may seem like biomass is a good option because we can replant trees, young forests sequester much less carbon than mature forests. One of the biggest arguments from BED is that the expansion of McNeil will improve its energy efficiency, from 21.6% to 25.8%. While this seems like an improvement, industry standards for efficiency are all above 60%, according to the Massachusetts Renewable Energy Portfolio (RPS), Washington DC RPS, and the Federal CLEAN Future Act. In the face

of the climate crisis, we cannot continue to invest in carbon-intensive energy sources, and we must protect natural carbon sinks, like Vermont's mature forests.

It is critical to acknowledge the health impacts of the McNeil plant, especially considering the irony of powering Vermont's biggest medical center with a source that is causing negative health implications for its community. The McNeil plant is located in the Old North End in Burlington, VT, one of Vermont's most diverse neighborhoods, indicating that this is an issue of environmental justice. Through wood burning, McNeil releases particulate matter and air pollution that causes notable impacts on the residents around the plant. The Old North End has abnormally high rates of asthma cases. Laid out in the Clean Air Act are six criteria pollutants that the EPA regulates to maintain air quality so that we are safe from the health implications these hazards bring. These pollutants are carbon monoxide, lead, ozone, nitrogen oxides, particulate matter, and sulfur oxide. The burning of biomass emits five of six of these criteria pollutants. Notice that within this set of criteria pollutants, there are no greenhouse gas emitting hazards. This list consists only of hazards that impact our health and the health of our environment. If the burning of wood expels these hazards into our air for the people of Burlington to breathe, should we really be further investing in it? Solely from a health standpoint, the answer should be no! One of the six criteria pollutants is particulate matter, which when inhaled goes directly to our bloodstream. This can lead to detrimental health issues such as asthma, bronchitis, heart attacks, and even premature death.

Considering the future of Vermont, it is absurd to invest over 40 million dollars into an energy system that is causing harm to local communities and causing environmental degradation to our invaluable forests. We have much more information about biomass and its impacts now than when McNeil was first created. These resources and money could be so much more wisely invested into viable solutions such as wind, solar, or geothermal. These renewable energy sources will not only ensure a healthy present for those residing near the Burlington area, but will guarantee a more productive and environmentally sustainable future. We mustn't prolong systems that contribute to the degradation of the natural livelihoods and ecosystems in the reputable "greenest state".

With the amendments for McNeil only being introduced 8 days ago, City Councilors need more time to deliberate and expand upon what has been included. If there is still work to be done surrounding the language of amendments, it is in the city's best interest for its leaders to not rush. If this expansion must move forward, the students of Burlington urge the Burlington city council to delay the vote on the McNeil expansion in order to revise the resolution to include binding consequences. This \$43 million dollar decision, on a project that was edited at the last minute, should not be made in haste.

While the intention of the amendments was productive, the resolution has confusing language and goals with no enforcement. If the expansion is passed, it is critical to include binding agreements from Burlington Electric Department. As the resolution currently stands, there are no mechanisms to actually enforce BED to follow through. The resolution argues for McNeil to substantially decrease wood burning at the plant. This is not good enough. To hold BED accountable and protect our forests and communities, we must hold BED to specific standards and ask for a measurable reduction. The resolution also asks for BED to conduct studies on the impacts of McNeil and the opportunities to use alternative energy sources. However, we believe that these studies must be conducted by third-party organizations, approved by the city council, and should arguably be completed before the city council signs off on the expansion. Once the expansion is approved, it will be nearly impossible to justify halting the expansion, even if the studies show worrying consequences. This again supports our claim to delay today's vote to give more time and thought to the language of this resolution and its consequences.

As the students of Burlington, we want to emphasize that we do not support the expansion of the McNeil Biomass Plant. If the expansion was passed, it would not be built with the changing future in mind. We urge you to consider the factors we have stated in this letter and consider what is best for our future.

We appreciate the opportunity to speak on behalf of the students of Burlington and speak up for what we believe in. Thank you for your time and consideration.

Sincerely,

Climate Action Collective

County of Chittenden



Assistant Judge Constance C. Ramsey
Assistant Judge Suzanne R. Brown

175 Main Street
Burlington, VT 05401

TO: Members of the Legislative Bodies of the Town and Cities in Chittenden County

FROM: County Assistant Judges

DATE: November 22, 2023

RE: Pre-Budget Meeting

28 DEC 14:10:38

It is time for us to begin the process of preparing our proposed budget for the fiscal year ending January 31, 2025. We feel that you are an important part of this process. Should you have any questions or concerns, we would like to invite you to our Pre-Budget meeting on Friday December 15, 2023 at noon, at the Chittenden County Courthouse at 175 Main Street, Burlington, Vermont. As required by law, our annual budget meeting will be held in January 2024.

We are looking forward to seeing you on the 15th because your input is important to us. Please email Anne Williams the Chittenden County Clerk at chittendencountyclerk@gmail.com for more information.

Suzanne Brown
Assistant Judge

Constance C. Ramsey
Assistant Judge

**CHITTENDEN COUNTY
PRELIMINARY PROPOSED
BUDGET HEARING**

To be held Friday December 15, 2023, at noon. Meeting to be held at the Chittenden County Courthouse at 175 Main Street in Burlington Vermont. For more information contact the Chittenden County Clerk at 802-951-5106 or chittendencountyclerk@gmail.com

Suzanne Brown
Assistant Judge

Constance Ramsey
Assistant Judge

'23 DEC 1 AM 10:38

Lori Olberg

From: City of Burlington Vermont
Sent: Friday, November 24, 2023 3:01 PM
To: Lori Olberg
Subject: Form submission from: Contact Us [City Council]

You are receiving this message because you are a designated recipient for: City Council

Received from: John Day

Reply to e-mail Address: johnbday@me.com

Subject: Downtown is becoming more like Portland; it should be becoming more like Milwaukee

Message: Please, please read today's article about Portland vs. Milwaukee. Can we please try to be (way) more like Milwaukee?

https://www.wsj.com/us-news/portland-oregon-downtown-revival-24b49291?mod=hp_lead_pos7

Submitted on Friday, November 24, 2023 - 15:01 from IP address: 71.235.172.216

Check IP address location: <https://viewdns.info/iplocation/?ip=71.235.172.216>

Questions about this form? e-mail webmaster@burlingtonvt.gov

Lori Olberg

From: City of Burlington Vermont
Sent: Tuesday, November 28, 2023 10:23 AM
To: Lori Olberg
Subject: Form submission from: Contact Us [City Council]

You are receiving this message because you are a designated recipient for: City Council

Received from: Ian Drury

Reply to e-mail Address: idrury@vtfolklife.org

Subject: Genderless bathroom option

Message: To whom it may concern,

I am not sure the City Council is the right place to write about my hopes, but I thought I try with you all first. Having attended and hosted events in Contois Auditorium multiple times in the City Hall building, I have had to use the restroom downstairs multiple times. I am writing to ask that a genderless bathroom option be made available to the public, or at the very least attendees/performers at events in City Hall/ the auditorium. Two of my own children are non-binary and I know that each time they have to choose a bathroom it leads to dysphoria and a lack of being seen in their local environments. For my own children and other non-binary people I am hoping that there can be a genderless option in this building? Thank you for taking the time to hear my request and I hope something can be updated in the building soon to have this option for people available. Thanks again. Peace, Ian Drury

Submitted on Tuesday, November 28, 2023 - 10:23 from IP address: 2600:1000:b13a:76f8:4c0a:55f9:c78:e181

Check IP address location: <https://viewdns.info/iplocation/?ip=2600:1000:b13a:76f8:4c0a:55f9:c78:e181>

Questions about this form? e-mail webmaster@burlingtonvt.gov

'28 DEC 7 PM 1:08

City Council members, I am sure I am not the first person writing to call attention to the use of hard drugs on the streets of Burlington. Specifically on College street near Luenigs alley and the Community bank ATM booth which is usually strewn with spent needles and garbage.

I've observed cars and a guy on a bicycle pulling up there either delivering or taking orders on a daily basis usually with a small crowd awaiting their arrival.

PLEASE address this issue ! DO SOMETHING ABOUT THIS MESS. I will be watching

Yours truly, a concerned citizen.



Anthony Sini

Lori Olberg

From: VLCT Journal <info+vlct.org@ccsend.com>
Sent: Monday, November 20, 2023 3:03 PM
To: Lori Olberg
Subject: Reminder: Updated Resources for Ordinances and Town Meeting, Extended Cohort Opportunity, Cannabis Control Board Update, and more!

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

[Click here to view as a web page.](#)



After a late foliage season, colder temperatures are reacquainting us with snow. With winter holidays fast approaching, the coming weeks give us all plenty to do in our work and personal lives! This issue of the *VLCT Journal* includes a new resource about local options for regulating short-term rentals, key updates in federal Davis-Bacon compliance, information about an upcoming municipal policing study, guidance on how to adopt, amend, or repeal ordinances, and much more.

Follow our Facebook page for more news, updates, and announcements: facebook.com/VTLeague.



VLCT is Here for You

This summer, VLCT Intern Jacob Kindestin traveled around the state visiting members with VLCT staff. He produced this fast-paced video that showcases you, in the course of our work with you, serving your communities in the face of an ever-changing world.

[Watch the video.](#)

ICYMI

Welcoming & Engaging Communities Cohort

The application deadline has been extended to 12/12 and VLCT Associate Members can apply.

Renewal News from VLCT's UI Trust

Great rates for our 2024 unemployment insurance (UI) coverage have been set!

Better Roads Grant

Apply by 12/20. This program focuses on road-related projects that improve water quality.

Total Solar Eclipse Here on April 8, 2024

Prepare for and take advantage of the expected influx of tourists for this rare natural event.

2023 Compensation & Benefits Report

Buy this useful budgeting resource at VLCT's online store.

New to Unemployment Insurance for 2024?

Regardless of size, all employers must have unemployment insurance effective 7/1/24.

[Visit the News Feed](#)



Study of Public Safety Issues and Innovative Policing Initiatives

Lori Olberg

From: NRB.Act250Essex@vermont.gov
Sent: Tuesday, November 21, 2023 1:04 PM
To: kkimball@diovermont.org; lsmith@bsdvt.org; sarah.a.p.cowan@gmail.com; dmarshall@cea-vt.com; randy@colinlindberg.com; chris@lclt.org; Karen Paul; Andrew Montroll; permitting@ccrpcvt.org; NRB.Act250Essex@vermont.gov; Sarah Montgomery; burlingtontownclerk; Lori Olberg; anr.act250@vermont.gov; kaitlin.hayes@vermont.gov
Subject: 4C0419-5 Schedule G - Burlington School District/Trustees of the Diocese of Vermont
Attachments: Schedule_G 4C0419-5.pdf

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

Attached is Schedule G.

Act 250 District Office - Essex (District 4 Environmental Commission)
111 West Street
Essex Junction, VT 05452

Christine Commo NRB Technician
Tel.802-879-5614 | NRB.Act250Essex@vermont.gov
<https://nrb.vermont.gov>

For all information
addressed to, please
contact the City Clerk's Office

Lori Olberg

From: Lani Ravin <Lani.Ravin@uvm.edu>
Sent: Tuesday, November 21, 2023 4:27 PM
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 November 2023
Attachments: CoS UVM LUP 4C1043-1A 2023.11.7-9.pdf; Nov_23_ACT250_count.pdf

You don't often get email from laniravin@uvm.edu. [Learn why this is important](#)

[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 November 21, 2023, for the University of Vermont, regarding LUP# 4C1043-1A, regarding temporary suspension of a 200 space off-campus parking lot for November 2023, by electronic mail to those with email addresses as indicated above.

Thank you.

Lani Ravin, AICP
Planning, Design and Construction
University of Vermont
31 Spear Street, Marsh Hall Suite 10
Burlington, VT 05405
Ph: (802) 656-3217
Fax: (802) 656-8895
Lani.Ravin@uvm.edu

Lori Olberg

From: NRB.Act250Essex@vermont.gov
Sent: Friday, December 1, 2023 8:18 AM
To: wmleckerling@leck-law.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; kaitlin.hayes@vermont.gov
Subject: Act 250 Jurisdictional Opinion 4-368 - Champlain Parkway
Attachments: JO 4-368.pdf

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

Hello,

Attached is Act 250 Jurisdictional Opinion 4-368 - Champlain Parkway.

Thank you.

Act 250 District Office - Essex (District 4 Environmental Commission)
111 West Street
Essex Junction, VT 05452

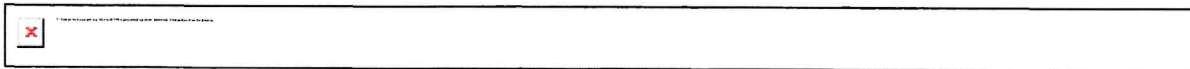
Madeline Cotter *NRB Technician*
Tel.802-879-5614 | NRB.Act250Essex@vermont.gov
<https://nrb.vermont.gov>

Lori Olberg

From: VLCT News <info+vlct.org@ccsend.com>
Sent: Tuesday, December 5, 2023 3:18 PM
To: Lori Olberg
Subject: New Post-Flood Loan Program, Holiday Display Considerations, Town Meeting Preparations, 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.](#)



New Flood Loans Available from State Treasury Dept and Bond Bank

VLCT members impacted by the July flooding are eligible for low-interest loans to help carry the cost of disaster repairs and mitigation. The thirty-five VLCT PACIF members that incurred damages in the flood zone beyond VLCT PACIF coverage limits may be eligible for further loan subsidy.

Should Municipalities Allow Holiday Displays on Town Property?

The use of town property for a holiday display may have significant legal and political implications. This article from the VLCT Municipal Assistance Center can help you be more aware of what to consider.

PACIF Costs and How to Help Control Them

While many factors affect the pricing of PACIF coverage, a preponderance of members taking real steps to manage their risk is an important part of the mix.

Updated Resources for Town Meeting

Please make use of the information and links on our latest and greatest Town Meeting webpage!

Still Time to Join the Welcoming & Engaging Cohort

Our Welcoming and Engaging Communities program is a great opportunity for VLCT members, whether full or associate, to foster inclusion and belonging in their operations and communities. Apply by 12/12.

[Click for the Latest VLCT News](#)

Flood Recovery Check-In

Tue 12/12, 1 – 2 PM

This continues our series of online meetings to support members still handling 2023's major flood events. Reps from FEMA, VEM, and Vermont's Flood Recovery Office will answer your questions and explain important details.

Advocacy Chat: Preview of 2024

Mon 12/18, 11 AM – 12 PM (save the date)

Plan to join Josh Hanford, Ted Brady, and your interested counterparts to discuss the issues the Vermont General Assembly is likely to – or you think should – take on in the second half of this biennium.

Lori Olberg

From: Brackin, Stephanie <Stephanie.Brackin@vermont.gov>
Sent: Wednesday, December 6, 2023 4:05 PM
Subject: DEC Press Release - Be Idle Free: Turning Your Key Saves Money and Supports A Cleaner Environment

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

PRESS RELEASE

For Immediate Release – December 6, 2023

Media Contact:

Leigh Martin, Environmental Analyst
Department of Environmental Conservation
802-261-0713, Leigh.Martin@Vermont.gov

DEC Press Release
Be Idle Free: Turning Your Key Saves Money and Supports A Cleaner Environment
Sent via City Clerk's Office

Be Idle Free: Turning Your Key Saves Money and Supports A Cleaner Environment

Montpelier, Vt. – As Vermonters prepare for the approaching cold weather, the Department of Environmental Conservation (DEC) is urging drivers to switch off their ignition to limit unnecessary idling of their vehicle engines.

"Idling gets you nowhere," said DEC Commissioner Batchelder. "It wastes fuel and money, causes excess engine wear, and pollutes our air which impacts our health and environment."

Motor vehicles are the largest source of air pollutants and greenhouse gases in Vermont. The exhaust from vehicle idling degrades air quality for all Vermonters and is most detrimental to children, older adults, and people with heart or lung disease.

If every car and truck in Vermont reduced unnecessary idling by one minute per day over one year, Vermonters would save over one million gallons of fuel and over \$4 million in fuel costs as well as contribute to cutting carbon dioxide emissions by more than 10,000 metric tons.

You can help protect Vermont's clean air and avoid unnecessary idling by:

- Turning off your vehicle when you are stopped for 10 seconds or more, except in traffic (30 seconds for heavy-duty vehicles).
- Warming up your engine and vehicle by driving gently. If needed, limit idling to 30 seconds (three to five minutes for heavy-duty vehicles), even in cold weather. Make sure windshield defrosting is adequate before driving.
- Use indoor spaces or waiting rooms instead of sitting in your idling vehicle.

In Vermont, the state law limits all motor vehicle idling to five minutes in any 60-minute period with some exceptions. Local jurisdictions may have additional idling limitations in place. The School Bus Idling Rule also states that school buses shall not idle while picking up and dropping off children on school property. Learn more at BeIdleFree.Vermont.gov.

###

Lori Olberg

From: Cotter, Madeline <Madeline.Cotter@vermont.gov>
Sent: Thursday, December 7, 2023 1:24 PM
To: burlingtontownclerk
Subject: Press Release - Act 250 Legislative Study Online Public Meeting

Some people who received this message don't often get email from madeline.cotter@vermont.gov. [Learn why this is important](#)

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

NRB to host online public meeting on Act 250 Legislative study

FOR IMMEDIATE RELEASE

December 7, 2023

Media Inquiries: Sabina Haskell, sabina.haskell@vermont.gov; 802-461-8072

MONTPELIER – The Natural Resources Board will host an online public meeting to present its draft legislative report “Necessary Updates to the Act 250 Program.”

The online public meeting will be held Thursday, December 14, from 5:30-7:30 p.m. EST.

The draft report can be found [here](#). A link to participate in the online meeting can be accessed [here](#).

Act 182 of 2022 and Act 47 of 2023 directed the Natural Resources Board with reporting to the House Committees on Environment and Energy and Ways and Means and the Senate Committees on Finance and Natural Resources and Energy on “necessary updates to the Act 250 program,” on or before December 31, 2023.

In June, the NRB and its facilitation team convened a stakeholder Steering Committee to help the NRB design and implement a robust process for stakeholder input and build consensus among stakeholders with divergent perspectives.

Under the terms of Act 182 and Act 47, the NRB’s report to the legislature shall include:

1. How to transition to a system in which Act 250 jurisdiction is based on location, which shall encourage development in designated areas, the maintenance of intact rural working lands, and the protection of natural resources of statewide significance, including biodiversity. Location-based jurisdiction would adjust the threshold for Act 250 jurisdiction based on the characteristics of the location. This section of the report shall consider whether to develop thresholds and tiers of jurisdiction as recommended in the Commission on Act 250: the Next 50 Years Report.
2. How to use the Capability and Development Plan to meet the statewide planning goals.
3. An assessment of the current level of staffing of the Board and District Commissions, including whether there should be a district coordinator located in every district.

Resolution Relating to

AUTHORIZATION FOR UP TO \$95,000 STEP 1 LOAN
FROM VERMONT CLEAN WATER STATE REVOLVING
FUND FOR PRELIMINARY ENGINEERING OF
STORMWATER OUTFALLS (TO-0104 and TO-0022)
REPAIR

RESOLUTION_____

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

CITY OF BURLINGTON

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

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

That WHEREAS, the State of Vermont Clean Water State Revolving Fund provides loans for planning and preliminary engineering (Step 1) of municipal wastewater and stormwater system projects; and

WHEREAS, the City, as part of its Clean Water Resiliency Plan, has determined the need to evaluate and repair Stormwater outfalls throughout the City to reduce erosion that can result in infrastructure and property damage and the discharge of phosphorus to State waters; and

WHEREAS, in order to advance repair of two known high risk outfall locations (TO-0104 and TO-0022) located along Riverside Avenue and VT-127 respectively, preliminary engineering efforts are needed (the “Project”); and

WHEREAS, the City has followed a competitive qualifications-based procurement process required by the State and selected Vanasse Hangen Brustlin (“VHB”) as the most qualified contractor for this Project; and

WHEREAS, the preliminary engineering of the Project is estimated to cost a total amount not to exceed \$95,000 including project contract scope contingency and City staff time which is eligible for reimbursement; and

WHEREAS, this Project is eligible for a Step 1 State of Vermont Clean Water State Revolving Fund Loan; and

WHEREAS, the standard Clean Water State Revolving Loan Fund terms for projects of this type are up to 5 years at 0% interest; and

WHEREAS, pursuant to 24 V.S.A. Section 4756(e), the City Council may authorize and incur debt on behalf of the City for preliminary engineering plans and studies without prior voter approval, provided that such debt shall be included in any subsequent public authorization of indebtedness necessary to construct the project for which the planning loans are used;

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of Public Works, or his designee, to complete the Step 1 Loan Application for Revolving Loan Funds under 24 V.S.A. Chapter 120 and to apply to the Vermont Clean Water State Revolving Fund and Vermont Bond Bank (the

“Bank”) for the financing of a Loan in a principal amount not to exceed \$95,000 (the “Loan”) subject to final review and approval by the Chief Administrative Officer and City Attorney; and

BE IT FURTHER RESOLVED that the City Council authorizes the Director of Public Works execute an Engineering Services Agreement with VHB for an amount not to exceed \$90,000 and further authorize any future amendments necessary to utilize any contingency reserve for the current project scope, subject to review and approval by the City Attorney’s Office; and

BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, Chief Administrative Officer, and Banking and Cash Operations Manager, individually or collectively, to execute and deliver: (i) a loan agreement with the Bank to evidence the Loan and the repayment thereof; (ii) one or more bond(s) or promissory note(s) in an aggregate principal amount not to exceed the Loan; (iii) such documents and instruments as the Bank may request in connection with the Loan, in such form and with such terms as they deem necessary and in the City’s best interest; and (iv) such other documents and instruments necessary or convenient in connection with the Loan, all subject to the prior review and approval by the City Attorney’s Office or Bond Counsel to the City; and

BE IT FURTHER RESOLVED that the City Council designates the following City staff member as alternate authorized representatives of the Project with authority to execute administrative or reimbursement documents (and other ancillary documents other than the loan application or loan agreements): Department of Public Works Water Resources Division Director Megan Moir.



MEMORANDUM

TO: Board of Finance / City Council

FROM: Kate Komorowski, Water Resources Engineer
Megan Moir, Water Resources Division Director
Chapin Spencer, Director of Public Works

DATE: December 4, 2023 / December 11, 2023

RE: Clean Water Resiliency Plan – Loan and Contract Authorization for the
Stormwater Outfall Improvements Projects:
Preliminary Engineering Phase for Critical Outfall Priority Groups 1 & 2
and Planning and Preliminary Engineering for Group 3

REQUEST

The Department of Public Works (DPW) and its Water Resources Division (WRD) seeks authorization, through the attached resolutions and motion, to apply for Step I: Planning/ Preliminary Engineering Clean Water State Revolving Fund ("CWSRF") loans in an aggregate amount up to \$515,000 to support planning and preliminary engineering for various stormwater outfall repair and assessment projects throughout the City, to execute engineering services agreements with Vanasse Hangen Brustlin ("VHB") in an aggregate amount up to \$490,000, and to designate the Mayor and appropriate City staff to execute associated documents.

BACKGROUND

The city operates two separate types of collection systems: 1) the combined sewer system which conveys collected flows to one of three wastewater treatment plants, and 2) the separate stormwater system which collects and directs rainwater, snowfall, other forms of precipitation and runoff through a conveyance network to an outfall. An outfall is a point source where a separate stormwater system discharges either to Waters of the United States or an open channel, water body or other stabilized receiving structure. Stormwater outfalls represent a substantial portion of the infrastructure associated with Burlington's stormwater collection system. These outfalls were installed throughout the 19th and 20th centuries, in many cases using materials like corrugated metal. Increased storm flows from expanding impervious surfaces, coupled with environmental exposure and winter salt impacts have caused many of these pipes and outfall areas to deteriorate over time. Because these outfalls were often installed in locations that were not suitable for development (i.e. at the bottom of steep banks and ravines) - they can be challenging and very costly to repair.

On November 6, 2018, the City passed a revenue bond vote for the Clean Water Resiliency Plan. The plan included approximately \$10 million of investments for

stormwater infrastructure improvements. The proposed improvements included planning, final design and construction of repairs to failing stormwater outfalls.¹

This memorandum focuses on the next steps in continuing to advance repair of existing known failing stormwater outfalls and continuing to assess the remainder of the City's stormwater outfalls for prioritization of future investment.

Over the last several years, under the Clean Water Resiliency Plan, the City has started an asset management program for the strategic repair of damaged or eroding stormwater outfalls. As part of an initial phase of Stormwater outfall assessments conducted in 2018/2019, 22 known damaged or eroding City outfalls were reviewed, rated for risk and consequence of failure and placed on a priority list. Three of these outfalls have been or are being addressed via other means (the North Ave outfall which failed last year and required emergency repairs and 2 outfalls serving the Burlington High School site that will be part of the High School project). Improvements for the next three critical outfalls located along Manhattan Drive were evaluated and design plans have progressed with construction currently slated for calendar year 2024. Board of Finance and City Council approved the (final design + construction) loan for that repair project in 2021 for \$1,196,000.

This next step is intended to continue to address known high risk stormwater outfalls and to continue to gather information about other outfalls to aid in a comprehensive asset management-based approach to addressing our aging stormwater infrastructure. This comprehensive project is being broken up into three sub-projects to ensure that the known high-risk outfalls (Group 1 and 2) can proceed to construction when ready and that the Group 3 assessment and preliminary engineering can proceed on a parallel, but slightly slower track. Proposed loan amounts include contingency to allow for any necessary changes to the scope of the project that may arise.

Critical Outfall Priority Group 1 consists of preliminary engineering design of repairs or improvements to outfall TO-0097, located along Riverside Avenue near the intersection with Intervale Road. Depending on the final costs and bids for this project and for other stormwater projects, such as a large combined sewer overflow reduction tank, this outfall may be able to leverage remaining 2018 voter authorization to be able to construct this project. If not, this preliminary report will provide the concrete data necessary for an upcoming infrastructure bond vote (likely in November 2024) and will allow for the project to progress to Final Design (Step II). Proposed Step I Loan: Up to \$105,000.

Critical Outfall Priority Group 2 consists of preliminary engineering design of repairs or improvements to outfalls TO-0104 also located along Riverside Avenue, further to the east from TO-0097, and TO-0022 which conveys stormwater along Route 127. This work will not progress to final design (Step II) until the assessment of the remaining City outfalls (Group 3 below) is substantially completed, given that there could be higher priority

¹ Proposed projects are itemized in the Board of Finance Memorandum dated September 5, 2018 located here: <http://www.burlingtonvt.gov/sites/default/files/bof%20memo.pdf>

outfalls that are identified as part of that comprehensive work. That said, based on previous assessments, it is currently believed that these outfalls are indeed the highest risk after Group 1. This effort will provide data to inform the November 2024 infrastructure bond vote. Proposed Step I Loan: Up to \$95,000.

Critical Outfall Priority Group 3 consists of assessing the condition of the remainder of the City's 260+ outfalls, assigning a criticality/risk score (consequence of failure x likelihood of failure), providing some conceptual cost estimates to inform the likely 2024 voter authorization request and completing preliminary engineering for the highest risk outfalls from this grouping. This effort will provide data to determine whether there are additional high-risk outfalls that need to be addressed in the near term and will require consideration in a 2024 infrastructure bond vote or which need to be monitored, but could reasonably be addressed at a later date. Proposed Step I Loan: Up to \$315,000.

STORMWATER CONSULTANT PROCUREMENT AND CONTRACTING:

On February 12, 2021 Burlington Water Resources Division issued a RFQ – Engineering Services for City of Burlington Outfall Improvement Projects.

The WRD closely followed the Clean Water State Revolving Fund (CWSRF) procurement requirements for engineering services in accordance with 40 U.S.C. § 1101-1104, which requires public issuance of a RFQ and negotiation of contracts using a qualifications-based selection (QBS) process. Please see Appendix A for details on the procurement of the proposed firm for the project and the RFQ for this project. The RFQ allows the City to request proposals for additional phases of work under the original RFQ.

Following the selection of the top qualified consultant for the project, staff worked to develop a draft scope of work and initial cost estimate for the consultant's work on the project and/or project phase identified in this memo (See Appendix B).

PROJECT COST AND LOAN SUMMARY:

All of the project costs will be funded through the CWSRF program. The following summary table outlines the maximum contract and CWSRF loan amounts WRD is seeking approval for. The loan amounts include an allowance for City staff time which is reimbursable through the project and eligible for loan forgiveness if awarded to the project. WRD has estimated a NTE value for our loan application to ensure there is adequate contingency to make reasonable scope of work adjustments during the final review of the scope by the VTDEC.

Critical Outfall Priority Group 1 Step I Loan

Contract	Estimated Cost	Loan Type
VHB Stormwater Outfall Improvement Projects – Priority Group 1	\$100,000	Step I Planning Loan (TOTAL NTE \$105,000)
DPW Staff Engineering NTE	\$5,000	

Critical Outfall Priority Group 2 Step I Loan

Contract	Estimated Cost	Loan Type
VHB Stormwater Outfall Improvement Projects – Priority Group 2	\$90,000	Step I Planning Loan (TOTAL NTE \$95,000)
DPW Staff Engineering NTE	\$5,000	

Critical Outfall Priority Group 3 Step I Loan

Contract	Estimated Cost	Loan Type
VHB Stormwater Outfall Improvement Projects – Priority Group 3	\$300,000	Step I Planning Loan (TOTAL NTE \$315,000)
DPW Staff Engineering NTE	\$15,000	

This represents a total overall borrowing amount not to exceed \$515,000. The above project will also each be eligible for up to \$100K of planning/design subsidy (loan forgiveness), though there is typically a cap of \$250,000 per year per municipality that will come into play.

Step I loans are 0% interest loans and, assuming the project proceeds towards construction, do not usually go into repayment on their own. Rather, they are rolled into the Step II (also 0% interest) and eventually rolled into the construction loan (Step III) which has a low 2% administrative cost. If a project completely stalls or hits a dead end, then Step I and II loans may go into repayment eventually, with repayment periods in the 5 – 10 year range depending on the size of the loan. Step I and Step II loans, on their own, do not require voter authorization per Vermont Statute – however previous Step I and Step II costs must be considered when seeking voter authorization for Step III construction funding.

As mentioned above, the only sub-project that is likely to proceed to construction in the near term with the existing 2018 voter authorization is the Priority Group 1 outfall, and

that is only if there is sufficient remaining 2018 authorization after other high priority projects proceed such as the Callahan Combined Sewer Storage Tank. The earliest this project would complete construction is likely FY26, and repayment would not begin until one year after completion, in FY27.

Thank you for your consideration of this request.

ATTACHMENTS

- Appendix A:
 - o A.1. Consultant Procurement Summary
 - o A.2. Stormwater Outfall Improvement Projects Request for Statement of Qualifications.
- Appendix B: Stormwater Outfall Improvement Projects Draft Engineering Services Agreement Scopes of Work
- Appendix C: Draft Resolutions

MOTION

DPW requests that the Board of Finance and City Council approve the following motions:

Board of Finance:

1. "To approve and recommend that the City Council waive the reading and adopt the attached resolutions."

City Council:

1. "To waive the reading and approve and adopt the attached resolutions."

Appendix A: Consultant Procurement Summary

Engineering Services for City of Burlington Outfall Improvement Projects

Water Resources issued a Request for Statements of Qualifications (RFQ) on February 12, 2021 for qualified consultants to assist with condition assessments and engineering tasks associated with the City of Burlington Outfall Improvement Projects. An RFQ was drafted, approved by the Attorney's Office and posted on both the City RFP and State construction websites. There were six SOQs received and four technical staff members at Water Resources ranked the SOQs based on technical capacity of the consulting team. Below are the consultants that provided SOQs for review:

Consultants
AES Northeast
D&K
Stantec
VHB
Weston & Sampson
Wright-Pierce

Based on the ranking criteria, the Vanasse Hangen Brustlin, Inc. ("VHB") proposal was ranked the highest. VHB is a well-qualified engineering team with experience on similar projects. It is the staffs recommendation to award contracts to VHB for condition assessments and engineering tasks associated with the City of Burlington Outfall Improvement Projects. We anticipate additional engineering service amendment will be issued to VHB for more Outfall Improvement Projects. The CWSRF program allows engineering contracts to generally be amendment for up to 5 years.

City of Burlington
Department of Public Works
Water Resources Division
235 Penny Lane
Burlington, VT 05401



Chapin Spencer
Public Works Director

Megan J. Moir
Asst. Director of Water Resources

REQUEST FOR QUALIFICATIONS IN ENGINEERING SERVICES FOR CITY OF BURLINGTON OUTFALL IMPROVEMENT PROJECTS

Date of Issuance: Friday February 12, 2021

Issued by: City of Burlington Department of Public Works
Water Resources Division

Due Date for Questions: Friday, February 26, 2021

Due Date for Statement of Qualifications: Friday March 5, 2021 4:00 PM

Project Contact: Kate Komorowski, Water Resources Engineer
kkomorowski@burlingtonvt.gov
(802) 233-0022

Request for Qualifications

Engineering Services for the City of Burlington Outfall Improvement Projects

I. Overview

The City of Burlington (“City”) Department of Public Works Water Resources Division issues this Request for Qualifications, seeking qualified engineering firms to assist with condition assessment and engineering tasks associated with the City of Burlington Outfall Improvement Projects (“Projects”).

Interested firms should submit Statements of Qualifications (“SOQ”) detailing the firms’ qualifications, technical expertise, management and staffing capabilities, references, and related prior experience. Required professional services will include but are not limited to condition and safety assessment of existing structures (including geotechnical assessments related to overall slope stability), hydrologic/hydraulic modeling, planning, preliminary engineering, design and construction-related services.

The proposed Projects may be undertaken using loan financing from the Vermont Clean Water State Revolving Fund (“CWSRF”) and all work shall be performed in accordance with the requirements of the CWSRF program and the regulations issued by such agencies and the State of Vermont. The project will utilize EJCDC documents.

II. Background

On November 6, 2018, the City passed a Bond Vote for the Clean Water Resiliency Plan. The plan includes approximately \$10 million of investments for stormwater infrastructure improvements.

The improvements include planning, final design and construction of a diverse array of new green infrastructure, repair of existing failing stormwater outfalls and rehabilitation of stormwater pipes. Proposed projects are itemized in the Board of Finance Memorandum dated September 5, 2018 located here:

<http://www.burlingtonvt.gov/sites/default/files/bof%20memo.pdf>

Over the last several years, under the Clean Water Resiliency Plan, the City has developed an asset management program for the strategic repair of damaged or eroding stormwater outfalls. As part of the previous Stormwater Outfall Assessment Project, 22 damaged or eroding City outfalls were reviewed, rated for risk and consequence of failure and placed on a priority list. Improvements for the top three critical outfalls were evaluated and progressed. The City of Burlington Outfall Improvement Projects described herein will be phased. Please note that work on Priority Group 1 is currently underway, and therefore not subject to this request.

- Phase 1 – Priority Group 2 will include development of a PER, design and construction for the second group of priority outfalls identified in the previously developed priority list.

- Phase 2 – Priority Group 3 will include the assessment of all 260+ stormwater outfalls within the City, developing a risk-based prioritization list from the findings and identifying a third group of critical outfalls needing immediate or midterm repair from the list. Phase 2 also includes the development of a PER, design and construction for the identified and agreed to Priority Group 3.

The Phase 1 - Priority Group 2 critical outfalls will likely include, but are not be limited to, the following six (6) outfalls: WR7, WR11, IV7, LC14, LC48 and WR28. Below are the conceptual design narratives developed in the Stormwater Outfall Assessment Project.

Conceptual Design	
Outfall	Design Narrative
WR 7 Riverside Avenue	The system outfalls near the top of a steep slope as a result there is a severely eroded gully to the outlet at the Winooski River. This erosion has resulted in instability of the embankment which could endanger the structure at the top of the slope. The repair will consist of adding closed drainage to relocate the outfall further down the slope to an area that is not as steep. This will result in reduced velocities in the channel and reduce the likelihood of additional failures. The existing gully will be cleared of existing debris and filled. Due to the steep slopes and adjacent Hazardous Sites infiltration is not feasible. It may be possible to combine this closed drainage system with the closed drainage system along Intervale Road to eliminate this discharge point. Additional drainage analysis would be required to determine how much additional runoff would enter the Intervale Road system and determine if the system has the capacity to receive the additional runoff. Geotechnical repair for this area could consist of slope reconstruction with either rip-rap or granular borrow. The existing geotechnical evaluation completed for this outfall area can be obtained upon request. Additional geotechnical exploration and engineering analysis will be required.
WR 11 Riverside Avenue	The outfall Pipe is located at the bottom of the steep slope. The outfall area is severely eroded and compromising the stability of a downstream pedestrian bridge. The proposed solution for this area involves regrading and stabilizing the outfall area and channel to the Winooski River. Although the existing CMP does has not failed it is nearing the end of its useful life. The pipe should also be replaced. There is an outfall from the parking lot that is out letting above WR11.0 and causing an eroded channel above the pipe. This area should also be stabilized.
IV 7 North Avenue	The outlet area is stable in the area where stone fill was originally placed. Downstream of the existing stone the channel is heavily incised and compromising the toe of the steep embankment with residences at the top. A possible solution is to realign the outfall channel away from the toe and stabilize. Stabilization measures will be determined based on velocities in preliminary design. For conceptual it is assumed stone fill will be required.

	Since the outfall is in the area of steep embankments infiltration practices would not be recommended. Geotechnical repair for this area could consist of a stone buttress at the toe of slope. Additional geotechnical exploration and engineering analysis will be required.
LC14& LC48 Burlington High School	The concrete energy dissipator has failed. The outlets upstream have caused significant erosion around the structure and partially exposed the 12" RCP. The proposed fix is to remove the concrete structure and part of the 12" RCP then regrade and stabilize the channel. The systems contributing to this outfall are on the border of Type A and Type D soils based on the NRCS data. There may be an opportunity to infiltrate to reduce flows but further soil investigation will be necessary.
WR28 Moore Drive	WR28.0 outlets near the top of a steep slope. This has resulted in severe erosion that has left about 10' of the pipe exposed and threatens the lawn areas at the top of the slope. The proposed solution is to install a drainage manhole with a large drop to allow for the pipe to outlet lower on the slope to a flatter area. Given that the soils in the area are HSG A there could be potential for an infiltration area under Moore Drive. This could be an infiltration trench between the existing closed drainage inlets and the drainage manhole that would allow for 90' of trench length. Given the small drainage area to this outlet, an infiltration area could result in significant flow reduction to the outlet.

Qualified firms shall demonstrate knowledge and experience in, but not limited to, the technical topics below and as described herein.

- Asset management / risk-based prioritization
- Engineering & Design
 - o Outfall assessment and repair
 - o Drainage system design and improvements
 - o Hydrologic/Hydraulic modeling
 - o Geotechnical engineering focused on slope/soil stability, erosion issues, stormwater runoff and groundwater migration
 - o Slope repair and stabilization
 - o Channel design and stabilization
 - o Bioengineering of slopes and channels
 - o Green Stormwater Infrastructure ("GSI") design including but not limited to infiltration systems
 - o Experience with Vermont Department of Environmental Conservation (DEC) Water Investment Division (WID) requirements for design and construction.
 - o Experience with Clean Water State Revolving Fund (CWSRF) Projects
 - o Other typical stormwater components or subject matters that could become critical for Burlington. Firms can show qualifications for this broad item by demonstrating experience working on other stormwater outfall improvements.

III. Project Tasks and Schedule

The Project shall adhere to all local, State and funding agency regulations and requirements. An Engineering Service Agreements (“ESA”) will be developed for each step of the CWSRF program. Tasks for the Project include but are not limited to the following:

- Step 1 – Planning and Preliminary Engineering
 - o Project kickoff meetings
 - o Assist City in obtaining a CWSRF Step I Planning Loans.
 - o Review and provide recommendations for updates (if applicable) to existing outfall condition assessment tool.
 - o Conduct site visits to the priority outfalls, review and provide updated risk of failure and consequence condition assessment. Evaluate and document existing conditions. Gather any additional field data needed for preliminary engineering.
 - o Conduct site visits to all City outfalls (260+) and provide complete updated condition assessment reports for each (assess risk of failure and consequence of failure) Collect and provide data which can be integrated into the City’s asset management software VUEWORKS. (Phase 2)
 - o Provide a risk-based prioritization list of all City outfalls utilizing condition assessment data gathered (Phase 2)
 - o Identify the third group of priority outfalls based on the condition assessments and resultant risk-based prioritization list. (Phase 2)
 - o Advise the City of any need to obtain, furnish, or otherwise make available additional project-related data and information, including but not limited to geotechnical evaluation needs, wetland delineation, etc. Provide services or hire subconsultants to conduct required evaluations (as applicable).
 - o Assist with the state wetland permitting program, if applicable.
 - o Develop Preliminary Engineering Reports (“PER”)
 - Phase 1 Priority Group 2
 - Develop a PER for the six (6) outfalls identified Priority Group 2
 - o Review any applicable outfall improvement alternatives presented in the “City Stormwater Outfall Assessment Report”.
 - Phase 2 Priority Group 3
 - Develop a PER for the third group of priority outfalls identified and agreed to from risk-based prioritization list
 - o Prepare and transmit submittals for 30%, 60% and 90% draft PER to all associated parties. Attend and participate in associated, corresponding planning meetings.
 - o Respond to City and State 90% review comments and make changes as requested. Attend and participate in associated, corresponding meetings.
 - o Prepare and submit Final PERs.
 - o Prepare an Environmental Information Document (“EID”) to demonstrate - Projects are eligible for either Categorical Exclusion or Finding of No Significant Impact (“FONSI”) in accordance with the National Environmental Policy Act.

Including warned public meeting at 60% PER completion stage to discuss the evaluate alternatives.

- o Assist with public notifications and hearings.
 - o Assist with bonding process.
- Step 2 – Final Design Phase
 - o Assist City in obtaining a CWSRF Step II Final Design Loans.
 - o Prepare final design plans, specifications and contract documents.
 - o Attend and participate in 30%, 60% and 90% complete CWSRF design meetings. Revise and address comments.
 - o Coordinate with permit specialist. Submit 90% plans for any necessary local, state or federal permits before finalization of deliverables. Ensure permit compliance.
 - o Submit the following deliverables to the City:
 - Meeting agendas, submittals, minutes & draft construction documents
 - Final Design Plans
 - 30% Preliminary Alignments, Layouts, Hydraulic Profiles, Standard Notes
 - 60% Profiles, Elevations, Completed Alignments, Layouts, and Hydraulic Profiles, Standard Details
 - 90% Final Profiles, Elevations, Alignments, Layouts, and all Details.
 - Final stamped and signed by a Vermont Registered Professional Engineer
 - Preparation of Temporary and Permanent Easement Drawings and Document
 - Technical Specifications
 - 30% Table of Contents
 - 60% Standard Technical Specifications
 - 90% Specialty Technical Specifications
 - Final stamped and signed by a Vermont Registered Professional Engineer
 - Contract Documents
 - 90% Draft EJCDC Front End Documents
 - Final, documents ready to bid, complete with dates for meetings and bids coordinated and accepted by the WID Construction Engineer.
 - Project Cost Summary
 - o Obtain Disadvantaged Business Enterprise (“DBE”) list for Notification 30-days prior to Bid Advertisement Date.
 - o Preparation of Construction Phase Schedule
- Step 3 – Construction
 - o Assist City in obtaining a CWSRF Step III Construction Loans.
 - o Comply with CWSRF program requirements, including EPA mandates, such as American Iron and Steel, Davis Bacon and Related Acts, and Disadvantaged

Business Enterprise rules.

- o Bid services, including but not limited to:
 - Assistance with DBE notification,
 - Official bid advertisement,
 - Prebid meeting,
 - Addendum preparation,
 - Title easement certification,
 - Attend bid opening,
 - Certified bid tabulation, and
 - Review bids and provide recommendation of award
 - Contract award.
- o Construction Administration Services, including but not limited to:
 - Preconstruction meeting.
 - Development of a project schedule.
 - Monthly progress meetings and preparation of meeting minutes.
 - Review and respond to requests for information.
 - Review and approval of submittals.
 - Review and submit partial pay estimates and certified payrolls.
 - Review and approval of project field orders.
 - Draft change orders and small purchases for City and funding approval eligibility and determination.
 - Submit payment requests.
 - Complete Annual DBE Report (due Sept. 30) and Final DBE Reports (due within 30 days of Final Completion)
 - Assist with annual Single Audit Requirement
- o Construction Oversight Services
- o Substantial completion walkthrough
- o Development of project punch list. Review and oversight of punch list corrections.
- o Develop substantial completion certificate
- o Final completion walkthrough
- o Project close-out assistance.
- o Prepare O&M and record drawings.
- o Provide 11 Month Warranty Inspection
- o Submit 1 Year Performance Letter

The City has developed a draft schedule and is requesting that firms demonstrate an understanding for the following schedule as part of the SOQ submittal:

Date	Milestone
4:00 PM March 5, 2021	Statement of Qualification Submittals Due
March 2021	Statement of Qualifications Review Completed by City
April 2021	Draft Step 1 Phase 1 and 2 Planning Agreements, Loan Application, DEC Coordination

September 2021	Step 1 Phase 1 - Final PER Complete
October 2021	Draft Step 2 Phase 1 Final Design Agreement, Loan Application, DEC Coordination
February 2022	Step 2 Phase 1 Final Design Complete
March 2022	Draft Step 3 Phase 1 Construction Agreement, Loan Application, DEC Coordination
April 2022	Step 3 Phase 1 Commence Bidding
May 2022	Step 3 Phase 1 Commence Construction
May 2022	Step 1 Phase 2 Condition Assessment of All Outfalls, Prioritization List and Recommendations for Priority Group 3 Complete.
August 2022	Step 1 Phase 2 - Final PER Complete
September 2021	Draft Step 2 Phase 2 Final Design Agreement, Loan Application, DEC Coordination
October 2022	Step 3 Phase 1 Construction Complete
February 2023	Step 2 Phase 2 Final Design Complete
March 2023	Draft Step 3 Phase 1 Construction Agreement, Loan Application, DEC Coordination
April 2023	Step 3 Phase 1 Commence Bidding
May 2023	Step 3 Phase 1 Commence Construction
October 2022	Step 3 Phase 1 Construction Complete

IV. Procurement Process

Procurement of said services will be in accordance with elements of the procurement process in 40 U.S.C. § 1101-1104.

All interested firms must take note that the proposed project(s) may be undertaken with a variety of Federal and state funds and that all work will be performed in accordance with the regulations issued by such agencies and the State of Vermont pertaining thereto.

V. Submission Requirements

SOQ Format. Qualified firms/candidates interested in being considered for this project should submit a narrative proposal SOQ that best reflects their ability to provide the requested services. All SOQ submittals shall be clear, concise, and allow the City to efficiently evaluate the qualifications of the submitting firm. All SOQ submissions must be submitted electronically in a single PDF. The SOQ PDF shall include page numbers and the following components:

- A letter of interest with a summary of the applicant's understanding of the proposed work and general approach. Include the point of contact, business name, address, and telephone number of the submitting firm with a subject line: "Statement of Qualifications - Outfall Improvement Projects". The letter shall be signed by an authorized representative for the submitting firm.
- A detailed statement of qualifications of the participating firm detailing the firms'

technical expertise, management and staffing capabilities. Include a description of the firm's ability to provide the skills required for the work. Include a list of individuals (including sub-consultants) who would be assigned to provide services, along with their titles, professional qualifications, expected duties, technical capacity to complete their duties, and a description of the experience of the staff persons with projects involving the specific technical tasks described herein. The proposals will be evaluated and awarded based on the personnel projected in the SOQ. Should the awarded consultant propose any substitutions to the project personnel, they must submit a letter to the City requesting approval of such changes prior to utilization.

- Contact information for three or more professional references from relevant projects (please include contact name, address, phone number, project description, and project cost).
- A list of related prior experience in similar projects, including the client, project scope, complexity, similarities to the scope of the Outfall Improvement Projects described herein. Note any proposed team members who worked on these projects. Include the project duration and costs.
- Any other information the firm finds important.

Do not submit a scope of work or cost proposal at this time. A detailed scope of work will be requested after the most qualified firm is selected. A detailed cost proposal (fee) will be requested after the most qualified firm is selected.

Deadline for Receipt of Qualifications. SOQ's must be received at the address and by the point of contact no later than 4 PM Friday March 5, 2021. The email time stamp shall be the official time of receipt. Late replies will not be accepted under any circumstances. SOQ's must be submitted by e-mail in a single PDF file as described above to:

Kate Komorowski
Water Resources Engineer
Burlington Department of Public Works
kkomorowski@burlingtonvt.gov

The subject line of the e-mail of the e-mail should state: "Statement of Qualifications - City of Burlington Outfall Improvement Projects." It is the responsibility of the participating firm to ensure that the point of contact has received a completed SOQ by the required deadline.

Questions. Questions and requests for clarification relating to this RFQ may be made to the above-described contact person. Only e-mail communication will be accepted. All questions and requests for clarification must be received by 4:00 PM Friday February 26, 2021. Questions will be posted via addendum online at the City's RFP site (<http://burlingtonvt.gov/RFP/>). It is the responsibility of participating firms to review the RFP website to ascertain whether any amendments have been made prior to submission of a SOQ. No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFQ.

VI. Selection Process

The City Selection Committee (“SC”) will include a minimum of three members of the City Department of Public Works Water Resources Team. The SC will evaluate the SOQs, performance data and other material submitted by interested consultants based on the Criteria for Selection below. The SC will then select a minimum of three firms which, in the City’s opinion, are best qualified to perform the desired services. If necessary, interviews with each firm selected will be conducted, which may include discussions regarding anticipated concepts and proposed methods of approach. The City will rank, in order of preference, these professional engineering firms deemed to be most highly qualified to provide the services required, and will commence scope of services and price negotiations with the highest qualified consultants. If a scope of work and fee cannot be agreed upon within a reasonable time, negotiations with the top-ranked firm will be concluded and negotiations with the second- ranked firm will be initiated. If a satisfactory contract is not worked out with this firm, then this procedure will be continued until a mutually satisfactory contract is negotiated. Consultants are deemed qualified to perform work through the duration of the Outfall Improvements projects.

VII. Criteria for Selection

The following criteria, as a minimum, will be used to evaluate and rank qualifications:

Review Criteria	Weight	Maximum Points	Weighted Points
Understanding of Scope of Work	4	5	20
Experience of Proposed Staff with Similar Projects	5	5	25
Availability and Depth of Technical Qualifications of Proposed Staff	4	5	20
Knowledge of the Project Area/ Similar Project Area	3	5	15
Evidence of Ability to Meet Schedule and Budgets	3	5	15
Clarity and Quality of Proposal	1	5	5
TOTAL			100

VIII. Terms and Conditions

Contract Requirements. The selected firm shall be prepared to enter into an agreement with the City in the manner proposed, and under the terms provided by the City. The City expects that per CWSRF guidelines, the form of the agreement will be based on the Engineers Joint Contract Documents Committee (“EJCDC”) standard documents. Supplementary conditions will be included to modify the EJCDC documents to comply with CWSRF and City requirements.

All proposers should familiarize themselves with and be ready to execute a Vermont Department of Conservation Water Investment Division approved Engineering Services Agreement. The City reserves the right to alter or amend any or all provisions in the project contract.

Costs Associated with Proposal. Any costs or expenses incurred by a participating or non-participating firm in preparing, submitting, or presenting a SOQ are the sole responsibility of that firm. The City will not reimburse any person for any costs incurred as a result of the preparation of SOQ's in response to this RFQ.

Intent and Purpose. It is the intent of this Request for Qualifications to obtain services from qualified entities and not to prohibit or discourage prospective firms from submitting a SOQ. However, all participating firms are advised that any substantial deviations from the specifications of this Request for Qualifications may not be accepted. Further, this Request for Qualifications in no way obligates the City to award a contract. No negotiation will take place until the selection of the most qualified firm has been completed.

Compliance with Law. Participating firms are required to submit SOQ's and perform services in accordance with applicable local, state, and federal laws and regulations. Participating firms are further advised that compliance with the City of Burlington's Livable Wage Ordinance, Union Deterrence Ordinance, and Outsourcing Ordinance is required in order to qualify to perform the services described in this Request for Qualifications.

City Reservations. The City reserves the right to reject any and all SOQs received as a result of this solicitation, to waive any irregularities in any submittal, to waive any formality or technicality, to negotiate with any qualified source, to cancel in part or in its entirety this RFQ, or to issue additional Requests for Qualifications. The City also reserves the right to modify, amend, alter, revise, or terminate the Request for Qualifications or the criteria for selection of qualified firms without notice. The City further reserves the right to request clarification of information submitted and to request additional information from any participating firm. All decisions made by the City related to this Request for Qualifications will be final.

Future Work. The City reserves the right to request proposals for additional phases of work from the same consultant, to issue new RFQs/RFPs and award that future phase of work to a different consultant/consultant team as benefits the City, or to extend the contract which results from this RFQ.

Public Records. All SOQ's will become the property of the City upon submission and will become public documents subject to public disclosure under the Vermont Access to Public Records Act. Due regard will be given for the protection of proprietary information contained in all SOQ's received. However, it is not sufficient for participating firms to merely state generally that a SOQ is proprietary in nature and not subject to the release to third parties. Those particular pages or sections of the SOQ that are asserted as proprietary and of a trade secret nature must be specifically identified and must be separated from other sections or pages of the SOQ. The City will consider said information in responding to a public records request but does not guarantee that information will not ultimately be subject to public disclosure.

City Livable Wage Ordinance. As a condition of entering into an agreement with the City, after the conclusion of the Request for Qualifications process, the selected firm will be required to comply with the City's Livable Wage Ordinance, which can be found at B.C.O. § 21-80 et seq.

City Union Deterrence Ordinance. As a condition of entering into an agreement with the City, after the conclusion of the Request for Qualifications process, the selected firm will be required to comply with the City's Union Deterrence Ordinance, which can be found at B.C.O. § 21-100 et seq.

City Outsourcing Ordinance. As a condition of entering into an agreement with the City, after the conclusion of the Request for Qualifications process, the selected firm will be required to comply with the City's Outsourcing Ordinance, which can be found at B.C.O. § 21-90.

Equal Opportunity. The selection of consultants shall be made without regard to race, color, sex, sexual orientation, gender expression, age, religion, national origin or political affiliation. The City is an Equal Opportunity Employer and encourages proposals from qualified minority and woman-owned businesses.

IX. Appeal Process

Any person aggrieved by the City's awarding of a contract under this Request for Qualifications, that person may appeal the decision of the City in writing to the President of the Burlington City Council, at City Hall, 149 Church Street, Burlington, Vermont, 05404. The appeal must be post-marked within seven (7) calendar days following the date of written notice to award the contract. Any decision of the City is final.

X. Attachments:

- City Stormwater Outfall Assessment Report

Appendix B:

Stormwater Outfall Improvement Projects
Draft Engineering Services Agreement Scopes of Work

Scope of Services for the Critical Outfall Priority Groups 1-3:

Critical Outfall Priority Group 1, Step 1: Planning/Preliminary Design

Work under this phase will include preparation of a Preliminary Engineering Report (PER) during the Planning/Preliminary Design Phase for the critical outfall WR7 (Asset ID TO-0097) only.

Task 110: Project Initiation, Site Visit, and CSWRF Loan Assistance

The Consultant will attend a project kickoff meeting with the City to review project scope, schedule, and budget for Priority Groups 1 tasks. The Consultant will review record information provided by the City of Burlington including Geographic Information System (GIS) electronic data of the outfalls, the Geotechnical Engineering Report, 505 Riverside Avenue Slope – Phase 1A dated 2018, the City Stormwater outfall Assessment Report dated March 21, 2019, applicable sections of the FY20 Slope Inspections Report, and other relevant available information. The Consultant will develop a safety plan, which outlines best practices for safe evaluation of each outfall, and will include but is not limited to: emergency procedures, a protective gear (PPE) and specialized gear/equipment list, potential hazard list, and an outline of daily check-in procedures between field crew and in-office staff. The Consultant will conduct a site visit at 505 Riverside Avenue.

Assistance with obtaining a CWSRF Step 1 Planning Loan will be provided under this task.

Task 120: Topographic Survey and Base Information

The Consultant will perform field survey and related tasks to develop a Topographic Survey of the Group 1 Project limits. VHB will produce a base plan of the current Project conditions in AutoCAD format depicting site features, existing utilities, and one-foot contour lines. The horizontal datum will be referenced to the Vermont State Plane Coordinate System NAD83(2011) and the vertical datum will be referenced to NAVD88. This task includes the following:

- › Topographic Survey: the survey area will be comprised of approximately six (6) acres total area. The survey will include the locations of such features as: top and bottom of slopes, drainage channels, stone outfall protection, roadway and driveway locations, buildings, curb locations, tree lines, fences, wetland delineations, and other relevant features. Contour data will be supplemented with available aerial topography.
- › Quality Level C (QL-C) - Utility Record Survey & Physical Survey: VHB will perform Quality Level D (QL-D) research at the public and private utility agencies servicing the area. Existing record utilities such as gas, water, cable, etc. will be shown on the base plan from these record drawings, surface observable evidence collected during the topographic survey (such as gate valves or hydrants and any utility paint markings). Underground drain and sewer lines will be field located where observed. Invert elevations, pipe size, pipe type, and direction of flow will be field located, where accessible. Additional drain and sewer structures outside of the topographic survey area will also be included in the underground utility survey.
- › A minimum of 3 horizontal survey control points and 2 vertical benchmarks will be installed for future use by a construction contractor.

- › Approximate existing Right-of-Way and property lines will be included based on best available parcel mapping information.
- › The natural resource delineations of Task 140 below will be incorporated into the existing conditions plans upon completion of the field work associated with that task.

Task 130: Geotechnical Analysis by Sanborn Head

VHB will subcontract with Sanborn, Head & Associates for the below scope of services:

- › Desktop Study and Project Scoping
 - Perform a site visit to review conditions
 - Review available subsurface data and previous reports.
 - Develop geotechnical exploration and analysis scope
- › Utility Clearance and Coordination
 - Mark out proposed boring locations and notify DigSafe
 - Coordinate with drilling subcontractor, property owner, and City.
- › Subsurface Exploration Program
 - Subcontract driller to advance one (1) test boring at the crest of the slope to a depth between 60 and 100 feet bgs and install groundwater monitoring well.
 - Collect undisturbed clay samples
 - Perform hand auger borings on slope face in vicinity of Outfall WR7 and erosion features.
- › Laboratory Analysis
 - Perform advanced laboratory testing on undisturbed clay samples to determine clay strength parameters
- › Slope Stability Analysis
 - Model existing slope based on obtained subsurface data and topographic survey
 - Evaluate existing and proposed conditions for factor of safety for global stability
- › Geotechnical Engineering Report
 - Prepare a Geotechnical Engineering Report that summarizes our subsurface exploration program, laboratory program, and slope stability analyses.
 - Provide geotechnical engineering recommendations regarding the different proposed repair options and for design and construction of the chosen repair.
- › Project Meetings and Supplemental Recommendations
 - Participate in design team meetings with Client and City and provide supplemental recommendations, if needed.

Task 140: Natural Resource Assessment and Environmental Information Document (EID)

The Consultant will conduct a detailed wetland and waters delineation within the Priority Group 1 project area in Spring / Summer of 2024. Wetland delineations will be conducted according to the technical criteria contained in the United States Army Corps of Engineers (“USACE”) Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region; streams will be delineated using the methodologies in the Vermont Agency of Natural

Resources' Guidance for Agency Act 250 and Section 248 Comments Regarding Riparian Buffers. Resource boundaries will be flagged, USACE data (vegetation, soils, and hydrology) will be collected, wetland functions and values will be assessed, physical stream parameters will be assessed, and resources will be photo-documented. Any existing culverted sections of delineated streams will be field mapped (as observable/accessible), to include type, size and location of culvert inlets and outlets as they connect with adjacent stream segments. Proposed wetland classifications under the current Vermont Department of Environmental Conservation ("DEC") Vermont Wetland Rules ("VWR") will be assessed, and VHB assumes that any prior wetland delineations or VWR determinations on the tract are expired or not applicable. Coincident with wetland/waters delineation work, the Consultant will conduct a survey for potential vernal pools within the Study Area. The survey will identify potential areas that may meet the criteria defined by the USACE, New England District definition of vernal pool fauna, combined with the VT Natural Heritage Inventory ("NHI") parameters. If present, potential vernal pool limits will be flagged and GPS-located, and the pertinent data collected to describe abiotic features of the pool and surrounding envelope. Since fieldwork would fall outside of the appropriate Spring survey season (typically, March to late May in most years), subsequent detailed confirmation surveys may be required. The Consultant assumes the potential presence of vernal pools is low, and delineation fieldwork can be completed by a two-person team in two days. Due to GPS receiver accuracy challenges associated with work at steep slopes and in areas of overhead obstructions, the Consultant will use a total station survey instrument to locate the delineation flagging and the estimated extent of sedimentation.

Rare, Threatened, and Endangered Species

The Consultant will conduct a Natural Heritage Inventory ("NHI") 1-mile database review of Vermont natural heritage Element Occurrences ("EO") for RTE plants, and Rare and Irreplaceable Natural Areas ("RINA"), as well as a U.S. Fish and Wildlife Service ("USFWS") database review for federal listed species. VHB will conduct a targeted search of suitable habitats for any listed Threatened or Endangered (Vermont or Federally listed) plant species which could occur within the Project Area, or otherwise rare species known from the site, during the wetlands/waters delineation. The Consultant assumes the survey can be completed within one survey window period (assumed to be September 2021), and not require multiple surveys over different survey windows. Following the survey, if Rare, Threatened, and Endangered ("RTE") plants have been identified on site, VHB will provide an electronic mail to the Agency of Natural Resources ("ANR") Botanist to summarize the findings and determine if a site visit is necessary. This task does not include additional coordination with ANR, including a site visit or any further development of impact avoidance or minimization measures for identified plants. The survey does not include those for protected animal species. The plant survey assumes developed, disturbed, or maintained areas will not require survey. The Consultant assumes that no Necessary Wildlife Habitat is present within the Project areas.

Environmental Information Document

The Consultant will prepare an Environmental Information Document ("EID") to demonstrate - Projects are eligible for either Categorical Exclusion or Finding of No Significant Impact ("FONSI") in accordance with the National Environmental Policy Act. The Consultant will assist the City in conducting a warned public meeting at 60% PER completion stage to discuss the evaluate alternatives.

Task 150: Preliminary Engineering Report (PER)

The Consultant will develop a single PER document for Priority Group 1 outfalls with draft submittals at 30%, 60%, and 90% completion. The PER will include the following seven sections and appendices:

1. Project Planning
2. Existing Facilities

3. Need for Project
4. Alternatives Considered
5. Selection of an Alternative
6. Recommended Project
7. Conclusions

The PER will be developed in phases as field investigation is completed and data becomes available. It is anticipated that sections 1 through 3 will be developed at 30%, section 4 will be developed at 60%, and the remaining section 5 through 7 will be completed at 90%. Alternatives considered will include alternatives from the “City Stormwater Outfall Assessment Report” as well as up to three alternatives developed by the Consultant per outfall location. Engineering Plans will be developed to approximately 30% design level. Comments received from the City and DEC at the 90% submittal will be incorporated into a Final PER.

Task 160: WR 7.0 Environmental Due Diligence Desktop Review

To support the evaluation of WR 7.0 Options 1 and 2, the Consultant will perform an Environmental Due Diligence Desktop Review (“Desktop Review”) of the WR 7.0 project area and its immediate surroundings to identify potential locations where existing soil or groundwater contamination may be present and where special contaminant management plans may be needed during construction. The Desktop Review will include review of existing environmental investigation reports for state listed hazardous sites in the area, as well as an environmental records search to check federal and state environmental databases within specific search radii of the Project Area. No soil sampling or testing is proposed during the Desktop Review. This Desktop Review is not intended to replace analytical confirmatory data, but instead is to serve as a preliminary evaluation of how the Project Area may have potentially been adversely impacted by contamination. A technical memorandum (memo) will be developed and attached to the PER to document the Desktop Review. The memo will include an environmental engineer’s professional opinion regarding the possibility of encountering contaminated material during construction and methods that should be considered to proactively consider special material management protocols or limited pre-characterization efforts (if warranted), prior to construction.

Task 170: Meetings

The Consultant will attend five (5) meetings to include the following:

1. Meeting with the City to evaluate scoring matrix/assessment methods to be applied to Group 1, 2, and 3 tasks.
2. Initial meeting with DEC to discuss project scope and funding source.
3. 30% PER planning meeting with the City and DEC.
4. 60% PER planning meeting with the City and DEC.
5. 90% PER planning meeting with the City and DEC.

Monthly coordination meetings for Phases 1, 2, and 3 tasks will occur concurrently and are carried under Task 350.

Critical Outfall Priority Group 2, Step 1: Planning/Preliminary Design

Work under this phase will include preparation of a Preliminary Engineering Report (PER) during the Planning/Preliminary Design Phase for the critical outfall WR11 (Asset ID TO-0104) and IV5 (Asset ID TO-0022).

Task 210: Project Initiation, Site Visits, and CSWRF Loan Assistance

The Consultant will attend a project kickoff meeting with the City to review project scope, schedule, and budget for Priority Groups 2 tasks. The Consultant will review record information provided by the City of Burlington including Geographic Information System (GIS) electronic data of the outfalls, the City Stormwater outfall Assessment Report dated March 21, 2019, applicable sections of the FY20 Slope Inspections Report, and other relevant available information. The Consultant will develop a safety plan for site visits, which outlines best practices for safe evaluation of each outfall, and will include but is not limited to: emergency procedures, a protective gear (PPE) and specialized gear/equipment list, potential hazard list, and an outline of daily check-in procedures between field crew and in-office staff. The Consultant will conduct site visits at both Priority Group 2 outfalls. Assistance with obtaining a CWSRF Step 1 Planning Loan will be provided under this task.

Task 220: Existing Conditions Survey

The Consultant will perform field survey and related tasks to develop a Topographic Survey of the Group 2 Project limits. VHB will produce a base plan of the current Project conditions in AutoCAD format depicting site features, existing utilities, and one-foot contour lines. The horizontal datum will be referenced to the Vermont State Plane Coordinate System NAD83(2011) and the vertical datum will be referenced to NAVD88. This task includes the following:

- › Topographic Survey: the survey area will be comprised of approximately three (3) acres total area. The survey will include the locations of such features as: top and bottom of slopes, drainage channels, stone outfall protection, roadway and driveway locations, buildings, curb locations, tree lines, fences, wetland delineations, and other relevant features. Contour data will be supplemented with available aerial topography.
- › Quality Level C (QL-C) - Utility Record Survey & Physical Survey: VHB will perform Quality Level D (QL-D) research at the public and private utility agencies servicing the area. Existing record utilities such as gas, water, cable, etc. will be shown on the base plan from these record drawings, surface observable evidence collected during the topographic survey (such as gate valves or hydrants and any utility paint markings). Underground drain and sewer lines will be field located where observed. Invert elevations, pipe size, pipe type, and direction of flow will be field located, where accessible. Additional drain and sewer structures outside of the topographic survey area will also be included in the underground utility survey.
- › A minimum of 3 horizontal survey control points and 2 vertical benchmarks will be installed for future use by a construction contractor.
- › Approximate existing Right-of-Way and property lines will be included based on best available parcel mapping information.
- › The natural resource delineations of Task 240 below will be incorporated into the existing conditions plans upon completion of the field work associated with that task.

Task 230: Geotechnical Analysis by Sanborn Head

VHB will subcontract with Sanborn, Head & Associates for the below scope of services:

- › Desktop Study and Project Scoping
 - Perform a site visit to review conditions
 - Review available subsurface data and previous reports.
 - Develop geotechnical exploration and analysis scope
- › Utility Clearance and Coordination
 - Mark out proposed boring locations and notify DigSafe
 - Coordinate with drilling subcontractor, property owner, and City.
- › Subsurface Exploration Program
 - Subcontract driller to advance one (1) test boring at the crest of the slope (near WR11) to a depth between 60 and 100 feet bgs and install groundwater monitoring well.
 - Perform hand auger borings on slope face in vicinity of Outfall WR11 and erosion features.
 - Perform hand augers in vicinity of Outfall IV5 to determine depth of bedrock.
- › Laboratory Analysis
 - Perform up to four (4) sieve analyses and four (4) Atterberg Limits tests on soil samples from borings.
- › Slope Stability Analysis
 - Model existing slope (at Outfall WR11) based on obtained subsurface data and topographic survey
 - Evaluate existing and proposed conditions for factor of safety for global stability
- › Geotechnical Engineering Report
 - Prepare a Geotechnical Engineering Report that summarizes our subsurface exploration program, laboratory program, and slope stability analyses.
 - Provide geotechnical engineering recommendations regarding the different proposed repair options and for design and construction of the proposed repair.
- › Project Meetings and Supplemental Recommendations
 - Participate in design team meetings with Client and City and provide supplemental recommendations, if needed.

Task 240: Natural Resource Assessment and Environmental Information Document (EID)

The Consultant will conduct a detailed wetland and waters delineation within Priority Group 2 project areas in Spring / Summer of 2024. Wetland delineations will be conducted according to the technical criteria contained in the United States Army Corps of Engineers (“USACE”) Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region; streams will be delineated using the methodologies in the Vermont Agency of Natural Resources’ Guidance for Agency Act 250 and Section 248 Comments Regarding Riparian Buffers. Resource boundaries will be flagged, USACE data (vegetation, soils, and hydrology) will be collected, wetland functions and values will be assessed, physical stream parameters will be assessed, and resources will be photo-documented. Any existing culverted sections of delineated streams will be field mapped (as observable/accessible), to include type, size and location of culvert inlets and outlets as they connect with adjacent stream segments. Proposed wetland classifications under the current Vermont Department of Environmental Conservation (“DEC”) Vermont Wetland Rules (“VWR”) will be assessed, and VHB assumes that any prior wetland delineations or VWR determinations on the tract are expired or not applicable. Coincident with wetland/waters delineation work, the Consultant will conduct a survey for potential vernal pools within the Study Area. The survey will

identify potential areas that may meet the criteria defined by the USACE, New England District definition of vernal pool fauna, combined with the VT Natural Heritage Inventory (“NHI”) parameters. If present, potential vernal pool limits will be flagged and GPS-located, and the pertinent data collected to describe abiotic features of the pool and surrounding envelope. Since fieldwork would fall outside of the appropriate Spring survey season (typically, March to late May in most years), subsequent detailed confirmation surveys may be required. The Consultant assumes the potential presence of vernal pools is low, and delineation fieldwork can be completed by a two-person team in two days. Due to GPS receiver accuracy challenges associated with work at steep slopes and in areas of overhead obstructions, the Consultant will use a total station survey instrument to locate the delineation flagging and the estimated extent of sedimentation.

Rare, Threatened, and Endangered Species

The Consultant will conduct a Natural Heritage Inventory (“NHI”) 1-mile database review of Vermont natural heritage Element Occurrences (“EO”) for RTE plants, and Rare and Irreplaceable Natural Areas (“RINA”), as well as a U.S. Fish and Wildlife Service (“USFWS”) database review for federal listed species. VHB will conduct a targeted search of suitable habitats for any listed Threatened or Endangered (Vermont or Federally listed) plant species which could occur within the Project Area, or otherwise rare species known from the site, during the wetlands/waters delineation. The Consultant assumes the survey can be completed within one survey window period (assumed to be September 2021), and not require multiple surveys over different survey windows. Following the survey, if Rare, Threatened, and Endangered (“RTE”) plants have been identified on site, VHB will provide an electronic mail to the Agency of Natural Resources (“ANR”) Botanist to summarize the findings and determine if a site visit is necessary. This task does not include additional coordination with ANR, including a site visit or any further development of impact avoidance or minimization measures for identified plants. The survey does not include those for protected animal species. The plant survey assumes developed, disturbed, or maintained areas will not require survey. The Consultant assumes that no Necessary Wildlife Habitat is present within the Project areas.

Environmental Information Document

The Consultant will prepare an Environmental Information Document (“EID”) to demonstrate - Projects are eligible for either Categorical Exclusion or Finding of No Significant Impact (“FONSI”) in accordance with the National Environmental Policy Act. The Consultant will assist the City in conducting a warned public meeting at 60% PER completion stage to discuss the evaluate alternatives.

Task 250: Preliminary Engineering Report (PER)

The Consultant will develop a single PER document for Priority Group 2 outfalls with draft submittals at 30%, 60%, and 90% completion. The PER will include the following seven sections and appendices:

1. Project Planning
2. Existing Facilities
3. Need for Project
4. Alternatives Considered
5. Selection of an Alternative
6. Recommended Project
7. Conclusions

The PER will be developed in phases as field investigation is completed and data becomes available. It is anticipated that sections 1 through 3 will be developed at 30%, section 4 will be developed at 60%, and the remaining section 5 through 7 will

be completed at 90%. Alternatives considered will include alternatives from the “City Stormwater Outfall Assessment Report” as well as up to three alternatives developed by the Consultant per outfall location. Engineering Plans will be developed to approximately 30% design level. Comments received from the City and DEC at the 90% submittal will be incorporated into a Final PER.

Task 260: Environmental Due Diligence Desktop Review (Not in Contract)

Environmental Due Diligence Desktop Review (“Desktop Review”) of the WR11 and IV5 project areas is Not in Contract. Currently, a Desktop Review of the Group 2 areas does not appear to be necessary. A proposal for these services can be provided if required.

Task 270: Meetings

The Consultant will attend four (4) meetings to include the following:

1. Initial meeting with DEC to discuss project scope and funding source.
2. 30% PER planning meeting with the City and DEC.
3. 60% PER planning meeting with the City and DEC.
4. 90% PER planning meeting with the City and DEC.

Monthly coordination meetings for Phases 1, 2, and 3 tasks will occur concurrently and are carried out under Task 350.

Critical Outfall Priority Group 3, Step 1(a): Outfall Assessments and Priority Group 3 Assignment and Conceptual Design

Work under this phase will include the assessment of all approximately 260 stormwater outfalls within the City, developing a risk-based prioritization list from the findings and identifying a third group of critical outfalls needing immediate or midterm repair from the list.

Task 310: Project Initiation and CSWRF Loan Assistance

The Consultant will attend a project kickoff meeting with the City to review project scope, schedule, and budget for Priority Groups 3 tasks. The Consultant will review record information provided by the City of Burlington including Geographic Information System (GIS) electronic data of the outfalls and previous inspection records. The Consultant will also coordinate with the City of Burlington regarding the high priority outfalls. Assistance with obtaining a CWSRF Step 1 Planning Loan will be provided under this task. ~~A project kickoff with the City will occur concurrently with the kickoff under Task 110.~~

Task 320: Updates to Outfall Rating System and GIS Application

The City of Burlington previously completed 22 outfall assessments within the City. The Consultant will evaluate the previously utilized evaluation and rating procedures and in collaboration with the City may recommend additional or alternate evaluation and scoring criteria and/or methodology.

The Consultant is planning to collect field data electronically in order to streamline data management. This will allow the data to be included in the City's geodatabase and allow the inspection forms and pictures to be attached to a particular asset. The Consultant will work with the City of Burlington's GIS group to incorporate applicable criteria. This may include items such as erosion, structural integrity, headwall and outfall condition, pipe material, size, alignment, etc. The Consultant has assumed budget for one in-person meeting to discuss the Outfall Rating System.

The Consultant will submit the draft rating system to the City of Burlington for one round of review and comments. The Consultant will update the rating system accordingly after receiving the City's comments. The Consultant has assumed 5 hours of coordination with the City of Burlington's GIS department to update the GIS Application. It is assumed that all application updates will be completed by the City of Burlington.

Task 330: Outfall On-site Evaluations and Field Data Collection

The City of Burlington has identified 260 City-owned outfalls to evaluate. The Consultant will develop a safety plan, which outlines best practices for safe evaluation of each outfall, and will include but is not limited to: emergency procedures, a protective gear (PPE) and specialized gear/equipment list, potential hazard list, and an outline of daily check-in procedures between field crew and in-office staff. The Consultant will visit the 260 outfalls with one civil engineer and one civil designer to evaluate the following criteria of each outfall:

- › Outfall shape, size, material
- › Headwall/Outfall Condition
- › Outfall Deterioration
- › Structural Condition of Pipe
- › Joints and Seams

- › Footings
- › Apron/scour protection
- › Immediate maintenance items
- › Evidence of scour, debris trapping, or flooding

Field data will be collected in electronic format via a tablet or smartphone in the field. Data will be downloaded directly to the City's GIS geodatabase. The Consultant has assumed 1120 hours for this task which is based on the assumption that an average of 5 outfalls can be visited per day, and 3 hours per field day to prepare for field visits, coordination with the City of Burlington, and follow-on in-office assessment. The Consultant will document each outfall with photographs.

Task 340: Outfall Evaluation Technical Report and Prioritization

The Consultant will prepare an outfall evaluation technical report and prioritization of the approximately 260 city-owned outfalls. This report will:

- › Summarize background information
- › Outline GIS data collection methods
- › Present outfall evaluation findings
- › Outline immediate maintenance items, including CCTV needs
- › Present criteria for prioritization for capital improvements (repairs or replacements)
- › Provide recommendations for capital improvements
- › Provide prioritization of capital improvements

The Consultant will provide the report to the City of Burlington for one round of review and comments. The Consultant will update the report based on the City's comments. The Consultant will provide an electronic copy as the final deliverable. Hard copies are available upon request.

Task 350: Meetings

The Consultant will attend seven meetings total with three Consultant staff members. One meeting with City GIS staff to coordinate use of the City's existing GIS collector software (assumed to be VUEworks, ArcGIS Collector, Survey123, or similar form-centric ArcGIS application), and six monthly status meetings with the City.

Assumptions:

This proposal is based on the following assumptions and limitations:

1. Boundary survey or research not included
2. Traffic and parking control during site investigations and survey is provided by DPW
3. Scope assumes DPW performs all public outreach, neighbor coordination/resolution, and local meeting attendance
4. Oil and Hazardous Materials (“OHM”), soils contamination, and other potential hazard assessments are not included
5. Visual Impact and Aesthetics assessments are not included
6. Cultural, Historical, Traffic, and Archeological assessments or permitting are not included
7. No environmental permitting services will be conducted by the Consultant at this time. A proposal for these services will be provided as part of a future amendment.
8. Permit application fees of any kind are not included
9. Existing utility locations depicted on the drawings will be a compilation of information provided by the Client and surface observable utilities collected during field survey (no SUE, potholing, GPR, or camera work assumed)
10. Geotechnical analysis, design, or retaining wall design are not included, except as described above
11. The Consultant will visit and evaluate a total of 260 city-owned outfalls.
12. The Consultant has not verified the ability to access each outfall. It may take longer to access some outfalls due to restrictions and accordingly the work hour estimate and proposed fee for Task 330 is approximate and based on an assumed evaluation rate of 5 outfalls per work day.
13. The Consultant will be utilizing a previously created field collection data application. The Consultant will recommend updates to the previous application as part of Task 320 and incorporate updates prior to the start of field evaluations.
14. The City of Burlington will provide an electronic version (preferably in Excel) of all field data collected from the prior evaluations.
15. The City of Burlington will be responsible for creating electronic work orders for the 260 outfalls.
16. The Consultant is relying on the accuracy and location of outfalls in the City of Burlington GIS data layers and shall not be liable for utilizing incorrect or inaccurate data.
17. Outfall evaluation may require a CCTV inspection to fully evaluate the condition of the outfall. The number of outfalls that may require a CCTV inspection is currently unknown. CCTV inspection is not included, a proposal for this service can be provided if required. Alternately the City may elect to perform CCTV inspection utilizing City staff and equipment.

Schedule (to be confirmed during task 110):

Milestone Date	Priority Group 1 <i>WR7 (Asset ID TO-0097)</i>	Priority Group 2 <i>WR11 (Asset ID TO-0104) & IV5 (Asset ID TO-0022)</i>	Priority Group 3 (Outfall Assessments)
February 2024	Draft <i>Step 1</i> Planning Agreements, CWSRF Loan Application, DEC Coordination, Conduct Review of Outfall Condition Assessment Tool		
April 2024 (or as weather permits)	<i>Step 1</i> Conduct Site Visit (1) and Gather Additional Field Data		
April 2024 (or as weather permits)	<i>Step 1</i> Update the Risk of Failure and Consequence Condition Assessment	<i>Step 1</i> Conduct Site Visits (2) and Gather Additional Field Data	<i>Step 1</i> Conduct Site Visits to all remaining City Outfalls (260+) and Collect Field Data Utilizing GIS Data Collection
May 2024	<i>Step 1</i> Identify and Conduct Needed Additional Studies (Topographic Surveys, Geotechnical, Wetlands, etc.)	<i>Step 1</i> Update the Risk of Failure and Consequence Condition Assessment	
July 2024	<i>Step 1</i> Develop a Preliminary Engineering Report (PER) making 30%, 60%, 90%, and Final Submittals	<i>Step 1</i> Identify and Conduct Needed Additional Studies (Topographic Surveys, Geotechnical, Wetlands, etc.)	
September 2024	<i>Step 1</i> Prepare an Environmental Information Document (EID) for Categorical Exclusion or Finding of No Significant Impact (FONSI)	<i>Step 1</i> Develop a Preliminary Engineering Report (PER) making 30%, 60%, 90%, and Final Submittals	
October 2024	<i>Step 1</i> - Final PER Complete	<i>Step 1</i> Prepare an Environmental Information Document (EID) for Categorical Exclusion or Finding of No Significant Impact (FONSI)	
November 2024		<i>Step 1</i> - Final PER Complete	<i>Step 1</i> Conduct Risk-Based Prioritization and Identify Critical Outfalls as Priority Group 3

Fee:

The Consultant's Services described in above include salary costs, indirect costs, 10% net fee, 10% subconsultant markup, and direct expenses as described on the attached scoping workbook summary table.

Resolution Relating to

AUTHORIZATION FOR UP TO \$105,000 STEP 1 LOAN
FROM VERMONT CLEAN WATER STATE REVOLVING
FUND FOR PRELIMINARY ENGINEERING OF
STORMWATER OUTFALL (TO-0097) REPAIR

RESOLUTION_____

Sponsor(s): _____
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, the State of Vermont Clean Water State Revolving Fund provides loans for planning and
2 preliminary engineering (Step 1) of municipal wastewater and stormwater system projects; and
3 WHEREAS, the City, as part of its Clean Water Resiliency Plan, has determined the need to evaluate
4 and repair Stormwater outfalls throughout the City to reduce erosion that can result in infrastructure and
5 property damage and the discharge of phosphorus to State waters; and
6 WHEREAS, in order to advance repair of a known high risk outfall (TO-0097) located in the vicinity
7 of 505 Riverside, preliminary engineering efforts are needed (the “Project”); and
8 WHEREAS, the City has followed a competitive qualifications-based procurement process required by
9 the State and selected Vanasse Hangen Brustlin (“VHB”) as the most qualified contractor for this Project; and
10 WHEREAS, the preliminary engineering of the Project is estimated to cost a total amount not to
11 exceed \$105,000 including project contract scope contingency and City staff time which is eligible for
12 reimbursement; and
13 WHEREAS, this Project is eligible for a Step 1 State of Vermont Clean Water State Revolving Fund
14 Loan; and
15 WHEREAS the standard Clean Water State Revolving Loan Fund terms for projects of this type are up
16 to 5 years at 0% interest; and
17 WHEREAS, pursuant to 24 V.S.A. Section 4756(e), the City Council may authorize and incur debt on
18 behalf of the City for preliminary engineering plans and studies without prior voter approval, provided that
19 such debt shall be included in any subsequent public authorization of indebtedness necessary to construct the
20 project for which the planning loans are used; and
21 NOW THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of Public Works,
22 or his designee, to complete the Step 1 Loan Application for Revolving Loan Funds under 24 V.S.A. Chapter
23 120 and to apply to the Vermont Clean Water State Revolving Fund and Vermont Bond Bank (the “Bank”) for
24 the financing of a Loan in a principal amount not to exceed \$105,000 (the “Loan”) subject to final review and
25 approval by the Chief Administrative Officer and City Attorney; and

Resolution Relating to

**AUTHORIZATION FOR UP TO \$105,000 STEP 1 LOAN FROM VERMONT CLEAN WATER
STATE REVOLVING FUND FOR PRELIMINARY ENGINEERING OF STORMWATER
OUTFALL (TO-0097) REPAIR**

26 BE IT FURTHER RESOLVED that the City Council authorizes the Director of Public Works execute
27 an Engineering Services Agreement with VHB for an amount not to exceed \$100,000, and further authorize any
28 future amendments necessary to utilize any contingency reserve for the current project scope, subject to review
29 and approval by the City Attorney's Office; and

30 BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, Chief Administrative
31 Officer, and Banking and Cash Operations Manager, individually or collectively, to execute and deliver: (i) a
32 loan agreement with the Bank to evidence the Loan and the repayment thereof; (ii) one or more bond(s) or
33 promissory note(s) in an aggregate principal amount not to exceed the Loan; (iii) such documents and
34 instruments as the Bank may request in connection with the Loan, in such form and with such terms as they
35 deem necessary and in the City's best interest; and (iv) such other documents and instruments necessary or
36 convenient in connection with the Loan, all subject to the prior review and approval by the City Attorney's
37 Office or Bond Counsel to the City; and

38 BE IT FURTHER RESOLVED that the City Council designates the following City staff member as
39 alternate authorized representatives of the Project with authority to execute administrative or reimbursement
40 documents (and other ancillary documents other than the loan application or loan agreements): Department of
41 Public Works Water Resources Division Director Megan Moir.

Resolution Relating to

AUTHORIZATION FOR UP TO \$95,000 STEP 1 LOAN
FROM VERMONT CLEAN WATER STATE REVOLVING
FUND FOR PRELIMINARY ENGINEERING OF
STORMWATER OUTFALLS (TO-0104 and TO-0022)
REPAIR

RESOLUTION_____

Sponsor(s): _____
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, the State of Vermont Clean Water State Revolving Fund provides loans for planning and
2 preliminary engineering (Step 1) of municipal wastewater and stormwater system projects; and
3 WHEREAS, the City, as part of its Clean Water Resiliency Plan, has determined the need to evaluate
4 and repair Stormwater outfalls throughout the City to reduce erosion that can result in infrastructure and
5 property damage and the discharge of phosphorus to State waters; and
6 WHEREAS, in order to advance repair of two known high risk outfall locations (TO-0104 and TO-
7 0022) located along Riverside Avenue and VT-127 respectively, preliminary engineering efforts are needed
8 (the “Project”); and
9 WHEREAS, the City has followed a competitive qualifications-based procurement process required by
10 the State and selected Vanasse Hangen Brustlin (“VHB”) as the most qualified contractor for this Project; and
11 WHEREAS, the preliminary engineering of the Project is estimated to cost a total amount not to
12 exceed \$95,000 including project contract scope contingency and City staff time which is eligible for
13 reimbursement; and
14 WHEREAS, this Project is eligible for a Step 1 State of Vermont Clean Water State Revolving Fund
15 Loan; and
16 WHEREAS the standard Clean Water State Revolving Loan Fund terms for projects of this type are up
17 to 5 years at 0% interest; and
18 WHEREAS, pursuant to 24 V.S.A. Section 4756(e), the City Council may authorize and incur debt on
19 behalf of the City for preliminary engineering plans and studies without prior voter approval, provided that
20 such debt shall be included in any subsequent public authorization of indebtedness necessary to construct the
21 project for which the planning loans are used; and
22 NOW THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of Public Works,
23 or his designee, to complete the Step 1 Loan Application for Revolving Loan Funds under 24 V.SA. Chapter
24 120 and to apply to the Vermont Clean Water State Revolving Fund and Vermont Bond Bank (the “Bank”) for

Resolution Relating to

**AUTHORIZATION FOR UP TO \$95,000 STEP 1 LOAN FROM VERMONT CLEAN WATER
STATE REVOLVING FUND FOR PRELIMINARY ENGINEERING OF STORMWATER
OUTFALLS (TO-0104 and TO-0022) REPAIR**

25 the financing of a Loan in a principal amount not to exceed \$95,000 (the “Loan”) subject to final review and
26 approval by the Chief Administrative Officer and City Attorney; and

27 BE IT FURTHER RESOLVED that the City Council authorizes the Director of Public Works execute
28 an Engineering Services Agreement with VHB for an amount not to exceed \$90,000 and further authorize any
29 future amendments necessary to utilize any contingency reserve for the current project scope, subject to review
30 and approval by the City Attorney’s Office; and

31 BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, Chief Administrative
32 Officer, and Banking and Cash Operations Manager, individually or collectively, to execute and deliver: (i) a
33 loan agreement with the Bank to evidence the Loan and the repayment thereof; (ii) one or more bond(s) or
34 promissory note(s) in an aggregate principal amount not to exceed the Loan; (iii) such documents and
35 instruments as the Bank may request in connection with the Loan, in such form and with such terms as they
36 deem necessary and in the City’s best interest; and (iv) such other documents and instruments necessary or
37 convenient in connection with the Loan, all subject to the prior review and approval by the City Attorney’s
38 Office or Bond Counsel to the City; and

39 BE IT FURTHER RESOLVED that the City Council designates the following City staff member as
40 alternate authorized representatives of the Project with authority to execute administrative or reimbursement
41 documents (and other ancillary documents other than the loan application or loan agreements): Department of
42 Public Works Water Resources Division Director Megan Moir.

Resolution Relating to

AUTHORIZATION FOR UP TO \$315,000 STEP 1 LOAN
FROM VERMONT CLEAN WATER STATE REVOLVING
FUND FOR PLANNING OF FUTURE STORMWATER
OUTFALL REPAIRS

RESOLUTION_____

Sponsor(s): _____
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, the State of Vermont Clean Water State Revolving Fund provides loans for planning and
2 preliminary engineering (Step 1) of municipal wastewater and stormwater system projects; and
3 WHEREAS, the City, as part of its Clean Water Resiliency Plan, has determined the need to evaluate
4 and repair Stormwater outfalls throughout the City to reduce erosion that can result in infrastructure and
5 property damage and the discharge of phosphorus to State waters; and
6 WHEREAS, in order to continue the risk based condition assessment of the City’s remaining outfalls
7 and understand the future capital investments needed, planning efforts must be completed (the “Project”); and
8 WHEREAS, the City has followed a competitive qualifications-based procurement process required by
9 the State and selected Vanasse Hangen Brustlin (“VHB”) as the most qualified contractor for this Project; and
10 WHEREAS, the planning of the Project is estimated to cost a total amount not to exceed \$315,000
11 including project contract scope contingency and City staff time which is eligible for reimbursement; and
12 WHEREAS, this Project is eligible for a Step 1 State of Vermont Clean Water State Revolving Fund
13 Loan; and
14 WHEREAS the standard Clean Water State Revolving Loan Fund terms for projects of this type are up
15 to 5 years at 0% interest; and
16 WHEREAS, pursuant to 24 V.S.A. Section 4756(e), the City Council may authorize and incur debt on
17 behalf of the City for preliminary engineering plans and studies without prior voter approval, provided that
18 such debt shall be included in any subsequent public authorization of indebtedness necessary to construct the
19 project for which the planning loans are used; and
20 NOW THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of Public Works,
21 or his designee, to complete the Step 1 Loan Application for Revolving Loan Funds under 24 V.S.A. Chapter
22 120 and to apply to the Vermont Clean Water State Revolving Fund and Vermont Bond Bank (the “Bank”) for
23 the financing of a Loan in a principal amount not to exceed \$315,000 (the “Loan”) subject to final review and
24 approval by the Chief Administrative Officer and City Attorney; and

Resolution Relating to

**AUTHORIZATION FOR UP TO \$315,000 STEP 1 LOAN FROM VERMONT CLEAN WATER
STATE REVOLVING FUND FOR PLANNING OF FUTURE STORMWATER OUTFALL
REPAIRS**

25 BE IT FURTHER RESOLVED that the City Council authorizes the Director of Public Works execute
26 an Engineering Services Agreement with VHB for an amount not to exceed \$300,000, and further authorize any
27 future amendments necessary to utilize any contingency reserve for the current project scope, subject to review
28 and approval by the City Attorney's Office; and

29 BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, Chief Administrative
30 Officer, and Banking and Cash Operations Manager, individually or collectively, to execute and deliver: (i) a
31 loan agreement with the Bank to evidence the Loan and the repayment thereof; (ii) one or more bond(s) or
32 promissory note(s) in an aggregate principal amount not to exceed the Loan; (iii) such documents and
33 instruments as the Bank may request in connection with the Loan, in such form and with such terms as they
34 deem necessary and in the City's best interest; and (iv) such other documents and instruments necessary or
35 convenient in connection with the Loan, all subject to the prior review and approval by the City Attorney's
36 Office or Bond Counsel to the City; and

37 BE IT FURTHER RESOLVED that the City Council designates the following City staff member as
38 alternate authorized representatives of the Project with authority to execute administrative or reimbursement
39 documents (and other ancillary documents other than the loan application or loan agreements): Department of
40 Public Works Water Resources Division Director Megan Moir.

Board of Finance and City Council Submission Checklist

Department: Public Works/ WRD Submitter: Kate Komorowski/ Megan Moir
Clean Water Resiliency Plan – Loan and Contract Authorization for the
Stormwater Outfall Improvements Projects: Preliminary Engineering Phase for Critical
 Title/Subject: Outfall Priority Groups 1 & 2 and Planning and Preliminary Engineering for Group 3

	Approval:	Meeting Date:
☐	Board of Finance	12/4/2023
☐	City Council	12/11/2023
☐	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	11/27/2023	Chapin Spencer
Mayor's Office informed and approved memo	Yes	11/27/2023	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	11/29/2023	PFC (Bond counsel) also reviewed the resolutions on 11/23/23
CAO has reviewed budget, financing, and memo	Yes	11/28/2023	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Yes	Draft scope of work included as Appendix B
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.

Resolution Relating to

AUTHORIZATION FOR UP TO \$95,000 STEP 1 LOAN
FROM VERMONT CLEAN WATER STATE REVOLVING
FUND FOR PRELIMINARY ENGINEERING OF
STORMWATER OUTFALLS (TO-0104 and TO-0022)
REPAIR

RESOLUTION 7.18

Sponsor(s): Bd. of Finance

Introduced: 12/11/23

Referred to: _____

Action: adopted

Date: 12/11/23

Signed by Mayor: 12/18/23

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, the State of Vermont Clean Water State Revolving Fund provides loans for planning and
2 preliminary engineering (Step 1) of municipal wastewater and stormwater system projects; and

3 WHEREAS, the City, as part of its Clean Water Resiliency Plan, has determined the need to evaluate
4 and repair Stormwater outfalls throughout the City to reduce erosion that can result in infrastructure and
5 property damage and the discharge of phosphorus to State waters; and

6 WHEREAS, in order to advance repair of two known high risk outfall locations (TO-0104 and TO-
7 0022) located along Riverside Avenue and VT-127 respectively, preliminary engineering efforts are needed
8 (the "Project"); and

9 WHEREAS, the City has followed a competitive qualifications-based procurement process required by
10 the State and selected Vanasse Hangen Brustlin ("VHB") as the most qualified contractor for this Project; and

11 WHEREAS, the preliminary engineering of the Project is estimated to cost a total amount not to
12 exceed \$95,000 including project contract scope contingency and City staff time which is eligible for
13 reimbursement; and

14 WHEREAS, this Project is eligible for a Step 1 State of Vermont Clean Water State Revolving Fund
15 Loan; and

16 WHEREAS, the standard Clean Water State Revolving Loan Fund terms for projects of this type are
17 up to 5 years at 0% interest; and

18 WHEREAS, pursuant to 24 V.S.A. Section 4756(e), the City Council may authorize and incur debt on
19 behalf of the City for preliminary engineering plans and studies without prior voter approval, provided that
20 such debt shall be included in any subsequent public authorization of indebtedness necessary to construct the
21 project for which the planning loans are used;

22 NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of Public
23 Works, or his designee, to complete the Step 1 Loan Application for Revolving Loan Funds under 24 V.S.A.
24 Chapter 120 and to apply to the Vermont Clean Water State Revolving Fund and Vermont Bond Bank (the

* * * * *

DISTRIBUTION:

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

ORIGINAL

RESOLUTION RELATING TO

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Adopted by the City Council

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..... Clerk

Approved....., 20

..... Mayor

Vol. Page

* * * * *

“Bank”) for the financing of a Loan in a principal amount not to exceed \$95,000 (the “Loan”) subject to final review and approval by the Chief Administrative Officer and City Attorney; and

BE IT FURTHER RESOLVED that the City Council authorizes the Director of Public Works execute an Engineering Services Agreement with VHB for an amount not to exceed \$90,000 and further authorize any future amendments necessary to utilize any contingency reserve for the current project scope, subject to review and approval by the City Attorney’s Office; and

BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, Chief Administrative Officer, and Banking and Cash Operations Manager, individually or collectively, to execute and deliver: (i) a loan agreement with the Bank to evidence the Loan and the repayment thereof; (ii) one or more bond(s) or promissory note(s) in an aggregate principal amount not to exceed the Loan; (iii) such documents and instruments as the Bank may request in connection with the Loan, in such form and with such terms as they deem necessary and in the City’s best interest; and (iv) such other documents and instruments necessary or convenient in connection with the Loan, all subject to the prior review and approval by the City Attorney’s Office or Bond Counsel to the City; and

BE IT FURTHER RESOLVED that the City Council designates the following City staff member as alternate authorized representatives of the Project with authority to execute administrative or reimbursement documents (and other ancillary documents other than the loan application or loan agreements): Department of Public Works Water Resources Division Director Megan Moir.

* * * * *

DISTRIBUTION:

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

DPW - Water Resources

* * * * *

ORIGINAL

RESOLUTION RELATING TO

Authorization..For..Up..To..\$95,000..Step..1 Loan From Vermon Clean Water State Revolving
Fund For Preliminary Engineering Of Stormwater Outfalls (TO-0104 and TO-0022)
Repair.....

.....

Adopted by the City Council

..... December 11....., 20 23.....

..... Clerk

Approved..... December 18....., 20 23.....

..... Mayor

Vol. Page.....

Attest: 
Lori Olberg
Licensing and Records Coordinator

Resolution Relating to

AUTHORIZATION FOR UP TO \$105,000 STEP 1 LOAN
FROM VERMONT CLEAN WATER STATE REVOLVING
FUND FOR PRELIMINARY ENGINEERING OF
STORMWATER OUTFALL (TO-0097) REPAIR

RESOLUTION_____

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

CITY OF BURLINGTON

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

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

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- That WHEREAS, the State of Vermont Clean Water State Revolving Fund provides loans for planning and preliminary engineering (Step 1) of municipal wastewater and stormwater system projects; and
- WHEREAS, the City, as part of its Clean Water Resiliency Plan, has determined the need to evaluate and repair Stormwater outfalls throughout the City to reduce erosion that can result in infrastructure and property damage and the discharge of phosphorus to State waters; and
- WHEREAS, in order to advance repair of a known high risk outfall (TO-0097) located in the vicinity of 505 Riverside, preliminary engineering efforts are needed (the “Project”); and
- WHEREAS, the City has followed a competitive qualifications-based procurement process required by the State and selected Vanasse Hangen Brustlin (“VHB”) as the most qualified contractor for this Project; and
- WHEREAS, the preliminary engineering of the Project is estimated to cost a total amount not to exceed \$105,000 including project contract scope contingency and City staff time which is eligible for reimbursement; and
- WHEREAS, this Project is eligible for a Step 1 State of Vermont Clean Water State Revolving Fund Loan; and
- WHEREAS, the standard Clean Water State Revolving Loan Fund terms for projects of this type are up to 5 years at 0% interest; and
- WHEREAS, pursuant to 24 V.S.A. Section 4756(e), the City Council may authorize and incur debt on behalf of the City for preliminary engineering plans and studies without prior voter approval, provided that such debt shall be included in any subsequent public authorization of indebtedness necessary to construct the project for which the planning loans are used;
- NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of Public Works, or his designee, to complete the Step 1 Loan Application for Revolving Loan Funds under 24 V.S.A. Chapter 120 and to apply to the Vermont Clean Water State Revolving Fund and Vermont Bond Bank (the “Bank”) for the financing of a Loan in a principal amount not to exceed \$105,000 (the “Loan”) subject to final review and approval by the Chief Administrative Officer and City Attorney; and

BE IT FURTHER RESOLVED that the City Council authorizes the Director of Public Works execute an Engineering Services Agreement with VHB for an amount not to exceed \$100,000, and further authorize any future amendments necessary to utilize any contingency reserve for the current project scope, subject to review and approval by the City Attorney's Office; and

BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, Chief Administrative Officer, and Banking and Cash Operations Manager, individually or collectively, to execute and deliver: (i) a loan agreement with the Bank to evidence the Loan and the repayment thereof; (ii) one or more bond(s) or promissory note(s) in an aggregate principal amount not to exceed the Loan; (iii) such documents and instruments as the Bank may request in connection with the Loan, in such form and with such terms as they deem necessary and in the City's best interest; and (iv) such other documents and instruments necessary or convenient in connection with the Loan, all subject to the prior review and approval by the City Attorney's Office or Bond Counsel to the City; and

BE IT FURTHER RESOLVED that the City Council designates the following City staff member as alternate authorized representatives of the Project with authority to execute administrative or reimbursement documents (and other ancillary documents other than the loan application or loan agreements): Department of Public Works Water Resources Division Director Megan Moir.

HM/TM/Resolutions 2023/Authorization For Up To \$105,000 Step 1 Loan From Vermont Clean Water State Revolving Fund For Preliminary Engineering Of Stormwater Outfall (To-0097) Repair
December 11, 2023



MEMORANDUM

TO: Board of Finance / City Council

FROM: Kate Komorowski, Water Resources Engineer
Megan Moir, Water Resources Division Director
Chapin Spencer, Director of Public Works

DATE: December 4, 2023 / December 11, 2023

RE: Clean Water Resiliency Plan – Loan and Contract Authorization for the
Stormwater Outfall Improvements Projects:
Preliminary Engineering Phase for Critical Outfall Priority Groups 1 & 2
and Planning and Preliminary Engineering for Group 3

REQUEST

The Department of Public Works (DPW) and its Water Resources Division (WRD) seeks authorization, through the attached resolutions and motion, to apply for Step I: Planning/ Preliminary Engineering Clean Water State Revolving Fund ("CWSRF") loans in an aggregate amount up to \$515,000 to support planning and preliminary engineering for various stormwater outfall repair and assessment projects throughout the City, to execute engineering services agreements with Vanasse Hangen Brustlin ("VHB") in an aggregate amount up to \$490,000, and to designate the Mayor and appropriate City staff to execute associated documents.

BACKGROUND

The city operates two separate types of collection systems: 1) the combined sewer system which conveys collected flows to one of three wastewater treatment plants, and 2) the separate stormwater system which collects and directs rainwater, snowfall, other forms of precipitation and runoff through a conveyance network to an outfall. An outfall is a point source where a separate stormwater system discharges either to Waters of the United States or an open channel, water body or other stabilized receiving structure. Stormwater outfalls represent a substantial portion of the infrastructure associated with Burlington's stormwater collection system. These outfalls were installed throughout the 19th and 20th centuries, in many cases using materials like corrugated metal. Increased storm flows from expanding impervious surfaces, coupled with environmental exposure and winter salt impacts have caused many of these pipes and outfall areas to deteriorate over time. Because these outfalls were often installed in locations that were not suitable for development (i.e. at the bottom of steep banks and ravines) - they can be challenging and very costly to repair.

On November 6, 2018, the City passed a revenue bond vote for the Clean Water Resiliency Plan. The plan included approximately \$10 million of investments for

stormwater infrastructure improvements. The proposed improvements included planning, final design and construction of repairs to failing stormwater outfalls.¹

This memorandum focuses on the next steps in continuing to advance repair of existing known failing stormwater outfalls and continuing to assess the remainder of the City's stormwater outfalls for prioritization of future investment.

Over the last several years, under the Clean Water Resiliency Plan, the City has started an asset management program for the strategic repair of damaged or eroding stormwater outfalls. As part of an initial phase of Stormwater outfall assessments conducted in 2018/2019, 22 known damaged or eroding City outfalls were reviewed, rated for risk and consequence of failure and placed on a priority list. Three of these outfalls have been or are being addressed via other means (the North Ave outfall which failed last year and required emergency repairs and 2 outfalls serving the Burlington High School site that will be part of the High School project). Improvements for the next three critical outfalls located along Manhattan Drive were evaluated and design plans have progressed with construction currently slated for calendar year 2024. Board of Finance and City Council approved the (final design + construction) loan for that repair project in 2021 for \$1,196,000.

This next step is intended to continue to address known high risk stormwater outfalls and to continue to gather information about other outfalls to aid in a comprehensive asset management-based approach to addressing our aging stormwater infrastructure. This comprehensive project is being broken up into three sub-projects to ensure that the known high-risk outfalls (Group 1 and 2) can proceed to construction when ready and that the Group 3 assessment and preliminary engineering can proceed on a parallel, but slightly slower track. Proposed loan amounts include contingency to allow for any necessary changes to the scope of the project that may arise.

Critical Outfall Priority Group 1 consists of preliminary engineering design of repairs or improvements to outfall TO-0097, located along Riverside Avenue near the intersection with Intervale Road. Depending on the final costs and bids for this project and for other stormwater projects, such as a large combined sewer overflow reduction tank, this outfall may be able to leverage remaining 2018 voter authorization to be able to construct this project. If not, this preliminary report will provide the concrete data necessary for an upcoming infrastructure bond vote (likely in November 2024) and will allow for the project to progress to Final Design (Step II). Proposed Step I Loan: Up to \$105,000.

Critical Outfall Priority Group 2 consists of preliminary engineering design of repairs or improvements to outfalls TO-0104 also located along Riverside Avenue, further to the east from TO-0097, and TO-0022 which conveys stormwater along Route 127. This work will not progress to final design (Step II) until the assessment of the remaining City outfalls (Group 3 below) is substantially completed, given that there could be higher priority

¹ Proposed projects are itemized in the Board of Finance Memorandum dated September 5, 2018 located here: <http://www.burlingtonvt.gov/sites/default/files/bof%20memo.pdf>

outfalls that are identified as part of that comprehensive work. That said, based on previous assessments, it is currently believed that these outfalls are indeed the highest risk after Group 1. This effort will provide data to inform the November 2024 infrastructure bond vote. Proposed Step I Loan: Up to \$95,000.

Critical Outfall Priority Group 3 consists of assessing the condition of the remainder of the City's 260+ outfalls, assigning a criticality/risk score (consequence of failure x likelihood of failure), providing some conceptual cost estimates to inform the likely 2024 voter authorization request and completing preliminary engineering for the highest risk outfalls from this grouping. This effort will provide data to determine whether there are additional high-risk outfalls that need to be addressed in the near term and will require consideration in a 2024 infrastructure bond vote or which need to be monitored, but could reasonably be addressed at a later date. Proposed Step I Loan: Up to \$315,000.

STORMWATER CONSULTANT PROCUREMENT AND CONTRACTING:

On February 12, 2021 Burlington Water Resources Division issued a RFQ – Engineering Services for City of Burlington Outfall Improvement Projects.

The WRD closely followed the Clean Water State Revolving Fund (CWSRF) procurement requirements for engineering services in accordance with 40 U.S.C. § 1101-1104, which requires public issuance of a RFQ and negotiation of contracts using a qualifications-based selection (QBS) process. Please see Appendix A for details on the procurement of the proposed firm for the project and the RFQ for this project. The RFQ allows the City to request proposals for additional phases of work under the original RFQ.

Following the selection of the top qualified consultant for the project, staff worked to develop a draft scope of work and initial cost estimate for the consultant's work on the project and/or project phase identified in this memo (See Appendix B).

PROJECT COST AND LOAN SUMMARY:

All of the project costs will be funded through the CWSRF program. The following summary table outlines the maximum contract and CWSRF loan amounts WRD is seeking approval for. The loan amounts include an allowance for City staff time which is reimbursable through the project and eligible for loan forgiveness if awarded to the project. WRD has estimated a NTE value for our loan application to ensure there is adequate contingency to make reasonable scope of work adjustments during the final review of the scope by the VTDEC.

Critical Outfall Priority Group 1 Step I Loan

Contract	Estimated Cost	Loan Type
VHB Stormwater Outfall Improvement Projects – Priority Group 1	\$100,000	Step I Planning Loan (TOTAL NTE \$105,000)
DPW Staff Engineering NTE	\$5,000	

Critical Outfall Priority Group 2 Step I Loan

Contract	Estimated Cost	Loan Type
VHB Stormwater Outfall Improvement Projects – Priority Group 2	\$90,000	Step I Planning Loan (TOTAL NTE \$95,000)
DPW Staff Engineering NTE	\$5,000	

Critical Outfall Priority Group 3 Step I Loan

Contract	Estimated Cost	Loan Type
VHB Stormwater Outfall Improvement Projects – Priority Group 3	\$300,000	Step I Planning Loan (TOTAL NTE \$315,000)
DPW Staff Engineering NTE	\$15,000	

This represents a total overall borrowing amount not to exceed \$515,000. The above project will also each be eligible for up to \$100K of planning/design subsidy (loan forgiveness), though there is typically a cap of \$250,000 per year per municipality that will come into play.

Step I loans are 0% interest loans and, assuming the project proceeds towards construction, do not usually go into repayment on their own. Rather, they are rolled into the Step II (also 0% interest) and eventually rolled into the construction loan (Step III) which has a low 2% administrative cost. If a project completely stalls or hits a dead end, then Step I and II loans may go into repayment eventually, with repayment periods in the 5 – 10 year range depending on the size of the loan. Step I and Step II loans, on their own, do not require voter authorization per Vermont Statute – however previous Step I and Step II costs must be considered when seeking voter authorization for Step III construction funding.

As mentioned above, the only sub-project that is likely to proceed to construction in the near term with the existing 2018 voter authorization is the Priority Group 1 outfall, and

that is only if there is sufficient remaining 2018 authorization after other high priority projects proceed such as the Callahan Combined Sewer Storage Tank. The earliest this project would complete construction is likely FY26, and repayment would not begin until one year after completion, in FY27.

Thank you for your consideration of this request.

ATTACHMENTS

- Appendix A:
 - o A.1. Consultant Procurement Summary
 - o A.2. Stormwater Outfall Improvement Projects Request for Statement of Qualifications.
- Appendix B: Stormwater Outfall Improvement Projects Draft Engineering Services Agreement Scopes of Work
- Appendix C: Draft Resolutions

MOTION

DPW requests that the Board of Finance and City Council approve the following motions:

Board of Finance:

1. "To approve and recommend that the City Council waive the reading and adopt the attached resolutions."

City Council:

1. "To waive the reading and approve and adopt the attached resolutions."

Appendix A: Consultant Procurement Summary

Engineering Services for City of Burlington Outfall Improvement Projects

Water Resources issued a Request for Statements of Qualifications (RFQ) on February 12, 2021 for qualified consultants to assist with condition assessments and engineering tasks associated with the City of Burlington Outfall Improvement Projects. An RFQ was drafted, approved by the Attorney's Office and posted on both the City RFP and State construction websites. There were six SOQs received and four technical staff members at Water Resources ranked the SOQs based on technical capacity of the consulting team. Below are the consultants that provided SOQs for review:

Consultants
AES Northeast
D&K
Stantec
VHB
Weston & Sampson
Wright-Pierce

Based on the ranking criteria, the Vanasse Hangen Brustlin, Inc. ("VHB") proposal was ranked the highest. VHB is a well-qualified engineering team with experience on similar projects. It is the staffs recommendation to award contracts to VHB for condition assessments and engineering tasks associated with the City of Burlington Outfall Improvement Projects. We anticipate additional engineering service amendment will be issued to VHB for more Outfall Improvement Projects. The CWSRF program allows engineering contracts to generally be amendment for up to 5 years.

City of Burlington
Department of Public Works
Water Resources Division
235 Penny Lane
Burlington, VT 05401



Chapin Spencer
Public Works Director

Megan J. Moir
Asst. Director of Water Resources

REQUEST FOR QUALIFICATIONS IN ENGINEERING SERVICES FOR CITY OF BURLINGTON OUTFALL IMPROVEMENT PROJECTS

Date of Issuance: Friday February 12, 2021

Issued by: City of Burlington Department of Public Works
Water Resources Division

Due Date for Questions: Friday, February 26, 2021

Due Date for Statement of Qualifications: Friday March 5, 2021 4:00 PM

Project Contact: Kate Komorowski, Water Resources Engineer
kkomorowski@burlingtonvt.gov
(802) 233-0022

Request for Qualifications

Engineering Services for the City of Burlington Outfall Improvement Projects

I. Overview

The City of Burlington (“City”) Department of Public Works Water Resources Division issues this Request for Qualifications, seeking qualified engineering firms to assist with condition assessment and engineering tasks associated with the City of Burlington Outfall Improvement Projects (“Projects”).

Interested firms should submit Statements of Qualifications (“SOQ”) detailing the firms’ qualifications, technical expertise, management and staffing capabilities, references, and related prior experience. Required professional services will include but are not limited to condition and safety assessment of existing structures (including geotechnical assessments related to overall slope stability), hydrologic/hydraulic modeling, planning, preliminary engineering, design and construction-related services.

The proposed Projects may be undertaken using loan financing from the Vermont Clean Water State Revolving Fund (“CWSRF”) and all work shall be performed in accordance with the requirements of the CWSRF program and the regulations issued by such agencies and the State of Vermont. The project will utilize EJCDC documents.

II. Background

On November 6, 2018, the City passed a Bond Vote for the Clean Water Resiliency Plan. The plan includes approximately \$10 million of investments for stormwater infrastructure improvements.

The improvements include planning, final design and construction of a diverse array of new green infrastructure, repair of existing failing stormwater outfalls and rehabilitation of stormwater pipes. Proposed projects are itemized in the Board of Finance Memorandum dated September 5, 2018 located here:

<http://www.burlingtonvt.gov/sites/default/files/bof%20memo.pdf>

Over the last several years, under the Clean Water Resiliency Plan, the City has developed an asset management program for the strategic repair of damaged or eroding stormwater outfalls. As part of the previous Stormwater Outfall Assessment Project, 22 damaged or eroding City outfalls were reviewed, rated for risk and consequence of failure and placed on a priority list. Improvements for the top three critical outfalls were evaluated and progressed. The City of Burlington Outfall Improvement Projects described herein will be phased. Please note that work on Priority Group 1 is currently underway, and therefore not subject to this request.

- Phase 1 – Priority Group 2 will include development of a PER, design and construction for the second group of priority outfalls identified in the previously developed priority list.

- Phase 2 – Priority Group 3 will include the assessment of all 260+ stormwater outfalls within the City, developing a risk-based prioritization list from the findings and identifying a third group of critical outfalls needing immediate or midterm repair from the list. Phase 2 also includes the development of a PER, design and construction for the identified and agreed to Priority Group 3.

The Phase 1 - Priority Group 2 critical outfalls will likely include, but are not be limited to, the following six (6) outfalls: WR7, WR11, IV7, LC14, LC48 and WR28. Below are the conceptual design narratives developed in the Stormwater Outfall Assessment Project.

Conceptual Design	
Outfall	Design Narrative
WR 7 Riverside Avenue	The system outfalls near the top of a steep slope as a result there is a severely eroded gully to the outlet at the Winooski River. This erosion has resulted in instability of the embankment which could endanger the structure at the top of the slope. The repair will consist of adding closed drainage to relocate the outfall further down the slope to an area that is not as steep. This will result in reduced velocities in the channel and reduce the likelihood of additional failures. The existing gully will be cleared of existing debris and filled. Due to the steep slopes and adjacent Hazardous Sites infiltration is not feasible. It may be possible to combine this closed drainage system with the closed drainage system along Intervale Road to eliminate this discharge point. Additional drainage analysis would be required to determine how much additional runoff would enter the Intervale Road system and determine if the system has the capacity to receive the additional runoff. Geotechnical repair for this area could consist of slope reconstruction with either rip-rap or granular borrow. The existing geotechnical evaluation completed for this outfall area can be obtained upon request. Additional geotechnical exploration and engineering analysis will be required.
WR 11 Riverside Avenue	The outfall Pipe is located at the bottom of the steep slope. The outfall area is severely eroded and compromising the stability of a downstream pedestrian bridge. The proposed solution for this area involves regrading and stabilizing the outfall area and channel to the Winooski River. Although the existing CMP does has not failed it is nearing the end of its useful life. The pipe should also be replaced. There is an outfall from the parking lot that is out letting above WR11.0 and causing an eroded channel above the pipe. This area should also be stabilized.
IV 7 North Avenue	The outlet area is stable in the area where stone fill was originally placed. Downstream of the existing stone the channel is heavily incised and compromising the toe of the steep embankment with residences at the top. A possible solution is to realign the outfall channel away from the toe and stabilize. Stabilization measures will be determined based on velocities in preliminary design. For conceptual it is assumed stone fill will be required.

	Since the outfall is in the area of steep embankments infiltration practices would not be recommended. Geotechnical repair for this area could consist of a stone buttress at the toe of slope. Additional geotechnical exploration and engineering analysis will be required.
LC14& LC48 Burlington High School	The concrete energy dissipator has failed. The outlets upstream have caused significant erosion around the structure and partially exposed the 12" RCP. The proposed fix is to remove the concrete structure and part of the 12" RCP then regrade and stabilize the channel. The systems contributing to this outfall are on the border of Type A and Type D soils based on the NRCS data. There may be an opportunity to infiltrate to reduce flows but further soil investigation will be necessary.
WR28 Moore Drive	WR28.0 outlets near the top of a steep slope. This has resulted in severe erosion that has left about 10' of the pipe exposed and threatens the lawn areas at the top of the slope. The proposed solution is to install a drainage manhole with a large drop to allow for the pipe to outlet lower on the slope to a flatter area. Given that the soils in the area are HSG A there could be potential for an infiltration area under Moore Drive. This could be an infiltration trench between the existing closed drainage inlets and the drainage manhole that would allow for 90' of trench length. Given the small drainage area to this outlet, an infiltration area could result in significant flow reduction to the outlet.

Qualified firms shall demonstrate knowledge and experience in, but not limited to, the technical topics below and as described herein.

- Asset management / risk-based prioritization
- Engineering & Design
 - o Outfall assessment and repair
 - o Drainage system design and improvements
 - o Hydrologic/Hydraulic modeling
 - o Geotechnical engineering focused on slope/soil stability, erosion issues, stormwater runoff and groundwater migration
 - o Slope repair and stabilization
 - o Channel design and stabilization
 - o Bioengineering of slopes and channels
 - o Green Stormwater Infrastructure ("GSI") design including but not limited to infiltration systems
 - o Experience with Vermont Department of Environmental Conservation (DEC) Water Investment Division (WID) requirements for design and construction.
 - o Experience with Clean Water State Revolving Fund (CWSRF) Projects
 - o Other typical stormwater components or subject matters that could become critical for Burlington. Firms can show qualifications for this broad item by demonstrating experience working on other stormwater outfall improvements.

III. Project Tasks and Schedule

The Project shall adhere to all local, State and funding agency regulations and requirements. An Engineering Service Agreements (“ESA”) will be developed for each step of the CWSRF program. Tasks for the Project include but are not limited to the following:

- Step 1 – Planning and Preliminary Engineering
 - o Project kickoff meetings
 - o Assist City in obtaining a CWSRF Step I Planning Loans.
 - o Review and provide recommendations for updates (if applicable) to existing outfall condition assessment tool.
 - o Conduct site visits to the priority outfalls, review and provide updated risk of failure and consequence condition assessment. Evaluate and document existing conditions. Gather any additional field data needed for preliminary engineering.
 - o Conduct site visits to all City outfalls (260+) and provide complete updated condition assessment reports for each (assess risk of failure and consequence of failure) Collect and provide data which can be integrated into the City’s asset management software VUEWORKS. (Phase 2)
 - o Provide a risk-based prioritization list of all City outfalls utilizing condition assessment data gathered (Phase 2)
 - o Identify the third group of priority outfalls based on the condition assessments and resultant risk-based prioritization list. (Phase 2)
 - o Advise the City of any need to obtain, furnish, or otherwise make available additional project-related data and information, including but not limited to geotechnical evaluation needs, wetland delineation, etc. Provide services or hire subconsultants to conduct required evaluations (as applicable).
 - o Assist with the state wetland permitting program, if applicable.
 - o Develop Preliminary Engineering Reports (“PER”)
 - Phase 1 Priority Group 2
 - Develop a PER for the six (6) outfalls identified Priority Group 2
 - o Review any applicable outfall improvement alternatives presented in the “City Stormwater Outfall Assessment Report”.
 - Phase 2 Priority Group 3
 - Develop a PER for the third group of priority outfalls identified and agreed to from risk-based prioritization list
 - o Prepare and transmit submittals for 30%, 60% and 90% draft PER to all associated parties. Attend and participate in associated, corresponding planning meetings.
 - o Respond to City and State 90% review comments and make changes as requested. Attend and participate in associated, corresponding meetings.
 - o Prepare and submit Final PERs.
 - o Prepare an Environmental Information Document (“EID”) to demonstrate - Projects are eligible for either Categorical Exclusion or Finding of No Significant Impact (“FONSI”) in accordance with the National Environmental Policy Act.

Including warned public meeting at 60% PER completion stage to discuss the evaluate alternatives.

- o Assist with public notifications and hearings.
 - o Assist with bonding process.
- Step 2 – Final Design Phase
 - o Assist City in obtaining a CWSRF Step II Final Design Loans.
 - o Prepare final design plans, specifications and contract documents.
 - o Attend and participate in 30%, 60% and 90% complete CWSRF design meetings. Revise and address comments.
 - o Coordinate with permit specialist. Submit 90% plans for any necessary local, state or federal permits before finalization of deliverables. Ensure permit compliance.
 - o Submit the following deliverables to the City:
 - Meeting agendas, submittals, minutes & draft construction documents
 - Final Design Plans
 - 30% Preliminary Alignments, Layouts, Hydraulic Profiles, Standard Notes
 - 60% Profiles, Elevations, Completed Alignments, Layouts, and Hydraulic Profiles, Standard Details
 - 90% Final Profiles, Elevations, Alignments, Layouts, and all Details.
 - Final stamped and signed by a Vermont Registered Professional Engineer
 - Preparation of Temporary and Permanent Easement Drawings and Document
 - Technical Specifications
 - 30% Table of Contents
 - 60% Standard Technical Specifications
 - 90% Specialty Technical Specifications
 - Final stamped and signed by a Vermont Registered Professional Engineer
 - Contract Documents
 - 90% Draft EJCDC Front End Documents
 - Final, documents ready to bid, complete with dates for meetings and bids coordinated and accepted by the WID Construction Engineer.
 - Project Cost Summary
 - o Obtain Disadvantaged Business Enterprise (“DBE”) list for Notification 30-days prior to Bid Advertisement Date.
 - o Preparation of Construction Phase Schedule
- Step 3 – Construction
 - o Assist City in obtaining a CWSRF Step III Construction Loans.
 - o Comply with CWSRF program requirements, including EPA mandates, such as American Iron and Steel, Davis Bacon and Related Acts, and Disadvantaged

Business Enterprise rules.

- o Bid services, including but not limited to:
 - Assistance with DBE notification,
 - Official bid advertisement,
 - Prebid meeting,
 - Addendum preparation,
 - Title easement certification,
 - Attend bid opening,
 - Certified bid tabulation, and
 - Review bids and provide recommendation of award
 - Contract award.
- o Construction Administration Services, including but not limited to:
 - Preconstruction meeting.
 - Development of a project schedule.
 - Monthly progress meetings and preparation of meeting minutes.
 - Review and respond to requests for information.
 - Review and approval of submittals.
 - Review and submit partial pay estimates and certified payrolls.
 - Review and approval of project field orders.
 - Draft change orders and small purchases for City and funding approval eligibility and determination.
 - Submit payment requests.
 - Complete Annual DBE Report (due Sept. 30) and Final DBE Reports (due within 30 days of Final Completion)
 - Assist with annual Single Audit Requirement
- o Construction Oversight Services
- o Substantial completion walkthrough
- o Development of project punch list. Review and oversight of punch list corrections.
- o Develop substantial completion certificate
- o Final completion walkthrough
- o Project close-out assistance.
- o Prepare O&M and record drawings.
- o Provide 11 Month Warranty Inspection
- o Submit 1 Year Performance Letter

The City has developed a draft schedule and is requesting that firms demonstrate an understanding for the following schedule as part of the SOQ submittal:

Date	Milestone
4:00 PM March 5, 2021	Statement of Qualification Submittals Due
March 2021	Statement of Qualifications Review Completed by City
April 2021	Draft Step 1 Phase 1 and 2 Planning Agreements, Loan Application, DEC Coordination

September 2021	Step 1 Phase 1 - Final PER Complete
October 2021	Draft Step 2 Phase 1 Final Design Agreement, Loan Application, DEC Coordination
February 2022	Step 2 Phase 1 Final Design Complete
March 2022	Draft Step 3 Phase 1 Construction Agreement, Loan Application, DEC Coordination
April 2022	Step 3 Phase 1 Commence Bidding
May 2022	Step 3 Phase 1 Commence Construction
May 2022	Step 1 Phase 2 Condition Assessment of All Outfalls, Prioritization List and Recommendations for Priority Group 3 Complete.
August 2022	Step 1 Phase 2 - Final PER Complete
September 2021	Draft Step 2 Phase 2 Final Design Agreement, Loan Application, DEC Coordination
October 2022	Step 3 Phase 1 Construction Complete
February 2023	Step 2 Phase 2 Final Design Complete
March 2023	Draft Step 3 Phase 1 Construction Agreement, Loan Application, DEC Coordination
April 2023	Step 3 Phase 1 Commence Bidding
May 2023	Step 3 Phase 1 Commence Construction
October 2022	Step 3 Phase 1 Construction Complete

IV. Procurement Process

Procurement of said services will be in accordance with elements of the procurement process in 40 U.S.C. § 1101-1104.

All interested firms must take note that the proposed project(s) may be undertaken with a variety of Federal and state funds and that all work will be performed in accordance with the regulations issued by such agencies and the State of Vermont pertaining thereto.

V. Submission Requirements

SOQ Format. Qualified firms/candidates interested in being considered for this project should submit a narrative proposal SOQ that best reflects their ability to provide the requested services. All SOQ submittals shall be clear, concise, and allow the City to efficiently evaluate the qualifications of the submitting firm. All SOQ submissions must be submitted electronically in a single PDF. The SOQ PDF shall include page numbers and the following components:

- A letter of interest with a summary of the applicant's understanding of the proposed work and general approach. Include the point of contact, business name, address, and telephone number of the submitting firm with a subject line: "Statement of Qualifications - Outfall Improvement Projects". The letter shall be signed by an authorized representative for the submitting firm.
- A detailed statement of qualifications of the participating firm detailing the firms'

technical expertise, management and staffing capabilities. Include a description of the firm's ability to provide the skills required for the work. Include a list of individuals (including sub-consultants) who would be assigned to provide services, along with their titles, professional qualifications, expected duties, technical capacity to complete their duties, and a description of the experience of the staff persons with projects involving the specific technical tasks described herein. The proposals will be evaluated and awarded based on the personnel projected in the SOQ. Should the awarded consultant propose any substitutions to the project personnel, they must submit a letter to the City requesting approval of such changes prior to utilization.

- Contact information for three or more professional references from relevant projects (please include contact name, address, phone number, project description, and project cost).
- A list of related prior experience in similar projects, including the client, project scope, complexity, similarities to the scope of the Outfall Improvement Projects described herein. Note any proposed team members who worked on these projects. Include the project duration and costs.
- Any other information the firm finds important.

Do not submit a scope of work or cost proposal at this time. A detailed scope of work will be requested after the most qualified firm is selected. A detailed cost proposal (fee) will be requested after the most qualified firm is selected.

Deadline for Receipt of Qualifications. SOQ's must be received at the address and by the point of contact no later than 4 PM Friday March 5, 2021. The email time stamp shall be the official time of receipt. Late replies will not be accepted under any circumstances. SOQ's must be submitted by e-mail in a single PDF file as described above to:

Kate Komorowski
Water Resources Engineer
Burlington Department of Public Works
kkomorowski@burlingtonvt.gov

The subject line of the e-mail of the e-mail should state: "Statement of Qualifications - City of Burlington Outfall Improvement Projects." It is the responsibility of the participating firm to ensure that the point of contact has received a completed SOQ by the required deadline.

Questions. Questions and requests for clarification relating to this RFQ may be made to the above-described contact person. Only e-mail communication will be accepted. All questions and requests for clarification must be received by 4:00 PM Friday February 26, 2021. Questions will be posted via addendum online at the City's RFP site (<http://burlingtonvt.gov/RFP/>). It is the responsibility of participating firms to review the RFP website to ascertain whether any amendments have been made prior to submission of a SOQ. No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFQ.

VI. Selection Process

The City Selection Committee (“SC”) will include a minimum of three members of the City Department of Public Works Water Resources Team. The SC will evaluate the SOQs, performance data and other material submitted by interested consultants based on the Criteria for Selection below. The SC will then select a minimum of three firms which, in the City’s opinion, are best qualified to perform the desired services. If necessary, interviews with each firm selected will be conducted, which may include discussions regarding anticipated concepts and proposed methods of approach. The City will rank, in order of preference, these professional engineering firms deemed to be most highly qualified to provide the services required, and will commence scope of services and price negotiations with the highest qualified consultants. If a scope of work and fee cannot be agreed upon within a reasonable time, negotiations with the top-ranked firm will be concluded and negotiations with the second- ranked firm will be initiated. If a satisfactory contract is not worked out with this firm, then this procedure will be continued until a mutually satisfactory contract is negotiated. Consultants are deemed qualified to perform work through the duration of the Outfall Improvements projects.

VII. Criteria for Selection

The following criteria, as a minimum, will be used to evaluate and rank qualifications:

Review Criteria	Weight	Maximum Points	Weighted Points
Understanding of Scope of Work	4	5	20
Experience of Proposed Staff with Similar Projects	5	5	25
Availability and Depth of Technical Qualifications of Proposed Staff	4	5	20
Knowledge of the Project Area/ Similar Project Area	3	5	15
Evidence of Ability to Meet Schedule and Budgets	3	5	15
Clarity and Quality of Proposal	1	5	5
TOTAL			100

VIII. Terms and Conditions

Contract Requirements. The selected firm shall be prepared to enter into an agreement with the City in the manner proposed, and under the terms provided by the City. The City expects that per CWSRF guidelines, the form of the agreement will be based on the Engineers Joint Contract Documents Committee (“EJCDC”) standard documents. Supplementary conditions will be included to modify the EJCDC documents to comply with CWSRF and City requirements.

All proposers should familiarize themselves with and be ready to execute a Vermont Department of Conservation Water Investment Division approved Engineering Services Agreement. The City reserves the right to alter or amend any or all provisions in the project contract.

Costs Associated with Proposal. Any costs or expenses incurred by a participating or non-participating firm in preparing, submitting, or presenting a SOQ are the sole responsibility of that firm. The City will not reimburse any person for any costs incurred as a result of the preparation of SOQ's in response to this RFQ.

Intent and Purpose. It is the intent of this Request for Qualifications to obtain services from qualified entities and not to prohibit or discourage prospective firms from submitting a SOQ. However, all participating firms are advised that any substantial deviations from the specifications of this Request for Qualifications may not be accepted. Further, this Request for Qualifications in no way obligates the City to award a contract. No negotiation will take place until the selection of the most qualified firm has been completed.

Compliance with Law. Participating firms are required to submit SOQ's and perform services in accordance with applicable local, state, and federal laws and regulations. Participating firms are further advised that compliance with the City of Burlington's Livable Wage Ordinance, Union Deterrence Ordinance, and Outsourcing Ordinance is required in order to qualify to perform the services described in this Request for Qualifications.

City Reservations. The City reserves the right to reject any and all SOQs received as a result of this solicitation, to waive any irregularities in any submittal, to waive any formality or technicality, to negotiate with any qualified source, to cancel in part or in its entirety this RFQ, or to issue additional Requests for Qualifications. The City also reserves the right to modify, amend, alter, revise, or terminate the Request for Qualifications or the criteria for selection of qualified firms without notice. The City further reserves the right to request clarification of information submitted and to request additional information from any participating firm. All decisions made by the City related to this Request for Qualifications will be final.

Future Work. The City reserves the right to request proposals for additional phases of work from the same consultant, to issue new RFQs/RFPs and award that future phase of work to a different consultant/consultant team as benefits the City, or to extend the contract which results from this RFQ.

Public Records. All SOQ's will become the property of the City upon submission and will become public documents subject to public disclosure under the Vermont Access to Public Records Act. Due regard will be given for the protection of proprietary information contained in all SOQ's received. However, it is not sufficient for participating firms to merely state generally that a SOQ is proprietary in nature and not subject to the release to third parties. Those particular pages or sections of the SOQ that are asserted as proprietary and of a trade secret nature must be specifically identified and must be separated from other sections or pages of the SOQ. The City will consider said information in responding to a public records request but does not guarantee that information will not ultimately be subject to public disclosure.

City Livable Wage Ordinance. As a condition of entering into an agreement with the City, after the conclusion of the Request for Qualifications process, the selected firm will be required to comply with the City's Livable Wage Ordinance, which can be found at B.C.O. § 21-80 et seq.

City Union Deterrence Ordinance. As a condition of entering into an agreement with the City, after the conclusion of the Request for Qualifications process, the selected firm will be required to comply with the City's Union Deterrence Ordinance, which can be found at B.C.O. § 21-100 et seq.

City Outsourcing Ordinance. As a condition of entering into an agreement with the City, after the conclusion of the Request for Qualifications process, the selected firm will be required to comply with the City's Outsourcing Ordinance, which can be found at B.C.O. § 21-90.

Equal Opportunity. The selection of consultants shall be made without regard to race, color, sex, sexual orientation, gender expression, age, religion, national origin or political affiliation. The City is an Equal Opportunity Employer and encourages proposals from qualified minority and woman-owned businesses.

IX. Appeal Process

Any person aggrieved by the City's awarding of a contract under this Request for Qualifications, that person may appeal the decision of the City in writing to the President of the Burlington City Council, at City Hall, 149 Church Street, Burlington, Vermont, 05404. The appeal must be post-marked within seven (7) calendar days following the date of written notice to award the contract. Any decision of the City is final.

X. Attachments:

- City Stormwater Outfall Assessment Report

Appendix B:

Stormwater Outfall Improvement Projects
Draft Engineering Services Agreement Scopes of Work

Scope of Services for the Critical Outfall Priority Groups 1-3:

Critical Outfall Priority Group 1, Step 1: Planning/Preliminary Design

Work under this phase will include preparation of a Preliminary Engineering Report (PER) during the Planning/Preliminary Design Phase for the critical outfall WR7 (Asset ID TO-0097) only.

Task 110: Project Initiation, Site Visit, and CSWRF Loan Assistance

The Consultant will attend a project kickoff meeting with the City to review project scope, schedule, and budget for Priority Groups 1 tasks. The Consultant will review record information provided by the City of Burlington including Geographic Information System (GIS) electronic data of the outfalls, the Geotechnical Engineering Report, 505 Riverside Avenue Slope – Phase 1A dated 2018, the City Stormwater outfall Assessment Report dated March 21, 2019, applicable sections of the FY20 Slope Inspections Report, and other relevant available information. The Consultant will develop a safety plan, which outlines best practices for safe evaluation of each outfall, and will include but is not limited to: emergency procedures, a protective gear (PPE) and specialized gear/equipment list, potential hazard list, and an outline of daily check-in procedures between field crew and in-office staff. The Consultant will conduct a site visit at 505 Riverside Avenue.

Assistance with obtaining a CWSRF Step 1 Planning Loan will be provided under this task.

Task 120: Topographic Survey and Base Information

The Consultant will perform field survey and related tasks to develop a Topographic Survey of the Group 1 Project limits. VHB will produce a base plan of the current Project conditions in AutoCAD format depicting site features, existing utilities, and one-foot contour lines. The horizontal datum will be referenced to the Vermont State Plane Coordinate System NAD83(2011) and the vertical datum will be referenced to NAVD88. This task includes the following:

- › Topographic Survey: the survey area will be comprised of approximately six (6) acres total area. The survey will include the locations of such features as: top and bottom of slopes, drainage channels, stone outfall protection, roadway and driveway locations, buildings, curb locations, tree lines, fences, wetland delineations, and other relevant features. Contour data will be supplemented with available aerial topography.
- › Quality Level C (QL-C) - Utility Record Survey & Physical Survey: VHB will perform Quality Level D (QL-D) research at the public and private utility agencies servicing the area. Existing record utilities such as gas, water, cable, etc. will be shown on the base plan from these record drawings, surface observable evidence collected during the topographic survey (such as gate valves or hydrants and any utility paint markings). Underground drain and sewer lines will be field located where observed. Invert elevations, pipe size, pipe type, and direction of flow will be field located, where accessible. Additional drain and sewer structures outside of the topographic survey area will also be included in the underground utility survey.
- › A minimum of 3 horizontal survey control points and 2 vertical benchmarks will be installed for future use by a construction contractor.

- › Approximate existing Right-of-Way and property lines will be included based on best available parcel mapping information.
- › The natural resource delineations of Task 140 below will be incorporated into the existing conditions plans upon completion of the field work associated with that task.

Task 130: Geotechnical Analysis by Sanborn Head

VHB will subcontract with Sanborn, Head & Associates for the below scope of services:

- › Desktop Study and Project Scoping
 - Perform a site visit to review conditions
 - Review available subsurface data and previous reports.
 - Develop geotechnical exploration and analysis scope
- › Utility Clearance and Coordination
 - Mark out proposed boring locations and notify DigSafe
 - Coordinate with drilling subcontractor, property owner, and City.
- › Subsurface Exploration Program
 - Subcontract driller to advance one (1) test boring at the crest of the slope to a depth between 60 and 100 feet bgs and install groundwater monitoring well.
 - Collect undisturbed clay samples
 - Perform hand auger borings on slope face in vicinity of Outfall WR7 and erosion features.
- › Laboratory Analysis
 - Perform advanced laboratory testing on undisturbed clay samples to determine clay strength parameters
- › Slope Stability Analysis
 - Model existing slope based on obtained subsurface data and topographic survey
 - Evaluate existing and proposed conditions for factor of safety for global stability
- › Geotechnical Engineering Report
 - Prepare a Geotechnical Engineering Report that summarizes our subsurface exploration program, laboratory program, and slope stability analyses.
 - Provide geotechnical engineering recommendations regarding the different proposed repair options and for design and construction of the chosen repair.
- › Project Meetings and Supplemental Recommendations
 - Participate in design team meetings with Client and City and provide supplemental recommendations, if needed.

Task 140: Natural Resource Assessment and Environmental Information Document (EID)

The Consultant will conduct a detailed wetland and waters delineation within the Priority Group 1 project area in Spring / Summer of 2024. Wetland delineations will be conducted according to the technical criteria contained in the United States Army Corps of Engineers (“USACE”) Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region; streams will be delineated using the methodologies in the Vermont Agency of Natural

Resources' Guidance for Agency Act 250 and Section 248 Comments Regarding Riparian Buffers. Resource boundaries will be flagged, USACE data (vegetation, soils, and hydrology) will be collected, wetland functions and values will be assessed, physical stream parameters will be assessed, and resources will be photo-documented. Any existing culverted sections of delineated streams will be field mapped (as observable/accessible), to include type, size and location of culvert inlets and outlets as they connect with adjacent stream segments. Proposed wetland classifications under the current Vermont Department of Environmental Conservation ("DEC") Vermont Wetland Rules ("VWR") will be assessed, and VHB assumes that any prior wetland delineations or VWR determinations on the tract are expired or not applicable. Coincident with wetland/waters delineation work, the Consultant will conduct a survey for potential vernal pools within the Study Area. The survey will identify potential areas that may meet the criteria defined by the USACE, New England District definition of vernal pool fauna, combined with the VT Natural Heritage Inventory ("NHI") parameters. If present, potential vernal pool limits will be flagged and GPS-located, and the pertinent data collected to describe abiotic features of the pool and surrounding envelope. Since fieldwork would fall outside of the appropriate Spring survey season (typically, March to late May in most years), subsequent detailed confirmation surveys may be required. The Consultant assumes the potential presence of vernal pools is low, and delineation fieldwork can be completed by a two-person team in two days. Due to GPS receiver accuracy challenges associated with work at steep slopes and in areas of overhead obstructions, the Consultant will use a total station survey instrument to locate the delineation flagging and the estimated extent of sedimentation.

Rare, Threatened, and Endangered Species

The Consultant will conduct a Natural Heritage Inventory ("NHI") 1-mile database review of Vermont natural heritage Element Occurrences ("EO") for RTE plants, and Rare and Irreplaceable Natural Areas ("RINA"), as well as a U.S. Fish and Wildlife Service ("USFWS") database review for federal listed species. VHB will conduct a targeted search of suitable habitats for any listed Threatened or Endangered (Vermont or Federally listed) plant species which could occur within the Project Area, or otherwise rare species known from the site, during the wetlands/waters delineation. The Consultant assumes the survey can be completed within one survey window period (assumed to be September 2021), and not require multiple surveys over different survey windows. Following the survey, if Rare, Threatened, and Endangered ("RTE") plants have been identified on site, VHB will provide an electronic mail to the Agency of Natural Resources ("ANR") Botanist to summarize the findings and determine if a site visit is necessary. This task does not include additional coordination with ANR, including a site visit or any further development of impact avoidance or minimization measures for identified plants. The survey does not include those for protected animal species. The plant survey assumes developed, disturbed, or maintained areas will not require survey. The Consultant assumes that no Necessary Wildlife Habitat is present within the Project areas.

Environmental Information Document

The Consultant will prepare an Environmental Information Document ("EID") to demonstrate - Projects are eligible for either Categorical Exclusion or Finding of No Significant Impact ("FONSI") in accordance with the National Environmental Policy Act. The Consultant will assist the City in conducting a warned public meeting at 60% PER completion stage to discuss the evaluate alternatives.

Task 150: Preliminary Engineering Report (PER)

The Consultant will develop a single PER document for Priority Group 1 outfalls with draft submittals at 30%, 60%, and 90% completion. The PER will include the following seven sections and appendices:

1. Project Planning
2. Existing Facilities

3. Need for Project
4. Alternatives Considered
5. Selection of an Alternative
6. Recommended Project
7. Conclusions

The PER will be developed in phases as field investigation is completed and data becomes available. It is anticipated that sections 1 through 3 will be developed at 30%, section 4 will be developed at 60%, and the remaining section 5 through 7 will be completed at 90%. Alternatives considered will include alternatives from the “City Stormwater Outfall Assessment Report” as well as up to three alternatives developed by the Consultant per outfall location. Engineering Plans will be developed to approximately 30% design level. Comments received from the City and DEC at the 90% submittal will be incorporated into a Final PER.

Task 160: WR 7.0 Environmental Due Diligence Desktop Review

To support the evaluation of WR 7.0 Options 1 and 2, the Consultant will perform an Environmental Due Diligence Desktop Review (“Desktop Review”) of the WR 7.0 project area and its immediate surroundings to identify potential locations where existing soil or groundwater contamination may be present and where special contaminant management plans may be needed during construction. The Desktop Review will include review of existing environmental investigation reports for state listed hazardous sites in the area, as well as an environmental records search to check federal and state environmental databases within specific search radii of the Project Area. No soil sampling or testing is proposed during the Desktop Review. This Desktop Review is not intended to replace analytical confirmatory data, but instead is to serve as a preliminary evaluation of how the Project Area may have potentially been adversely impacted by contamination. A technical memorandum (memo) will be developed and attached to the PER to document the Desktop Review. The memo will include an environmental engineer’s professional opinion regarding the possibility of encountering contaminated material during construction and methods that should be considered to proactively consider special material management protocols or limited pre-characterization efforts (if warranted), prior to construction.

Task 170: Meetings

The Consultant will attend five (5) meetings to include the following:

1. Meeting with the City to evaluate scoring matrix/assessment methods to be applied to Group 1, 2, and 3 tasks.
2. Initial meeting with DEC to discuss project scope and funding source.
3. 30% PER planning meeting with the City and DEC.
4. 60% PER planning meeting with the City and DEC.
5. 90% PER planning meeting with the City and DEC.

Monthly coordination meetings for Phases 1, 2, and 3 tasks will occur concurrently and are carried under Task 350.

Critical Outfall Priority Group 2, Step 1: Planning/Preliminary Design

Work under this phase will include preparation of a Preliminary Engineering Report (PER) during the Planning/Preliminary Design Phase for the critical outfall WR11 (Asset ID TO-0104) and IV5 (Asset ID TO-0022).

Task 210: Project Initiation, Site Visits, and CSWRF Loan Assistance

The Consultant will attend a project kickoff meeting with the City to review project scope, schedule, and budget for Priority Groups 2 tasks. The Consultant will review record information provided by the City of Burlington including Geographic Information System (GIS) electronic data of the outfalls, the City Stormwater outfall Assessment Report dated March 21, 2019, applicable sections of the FY20 Slope Inspections Report, and other relevant available information. The Consultant will develop a safety plan for site visits, which outlines best practices for safe evaluation of each outfall, and will include but is not limited to: emergency procedures, a protective gear (PPE) and specialized gear/equipment list, potential hazard list, and an outline of daily check-in procedures between field crew and in-office staff. The Consultant will conduct site visits at both Priority Group 2 outfalls. Assistance with obtaining a CWSRF Step 1 Planning Loan will be provided under this task.

Task 220: Existing Conditions Survey

The Consultant will perform field survey and related tasks to develop a Topographic Survey of the Group 2 Project limits. VHB will produce a base plan of the current Project conditions in AutoCAD format depicting site features, existing utilities, and one-foot contour lines. The horizontal datum will be referenced to the Vermont State Plane Coordinate System NAD83(2011) and the vertical datum will be referenced to NAVD88. This task includes the following:

- › Topographic Survey: the survey area will be comprised of approximately three (3) acres total area. The survey will include the locations of such features as: top and bottom of slopes, drainage channels, stone outfall protection, roadway and driveway locations, buildings, curb locations, tree lines, fences, wetland delineations, and other relevant features. Contour data will be supplemented with available aerial topography.
- › Quality Level C (QL-C) - Utility Record Survey & Physical Survey: VHB will perform Quality Level D (QL-D) research at the public and private utility agencies servicing the area. Existing record utilities such as gas, water, cable, etc. will be shown on the base plan from these record drawings, surface observable evidence collected during the topographic survey (such as gate valves or hydrants and any utility paint markings). Underground drain and sewer lines will be field located where observed. Invert elevations, pipe size, pipe type, and direction of flow will be field located, where accessible. Additional drain and sewer structures outside of the topographic survey area will also be included in the underground utility survey.
- › A minimum of 3 horizontal survey control points and 2 vertical benchmarks will be installed for future use by a construction contractor.
- › Approximate existing Right-of-Way and property lines will be included based on best available parcel mapping information.
- › The natural resource delineations of Task 240 below will be incorporated into the existing conditions plans upon completion of the field work associated with that task.

Task 230: Geotechnical Analysis by Sanborn Head

VHB will subcontract with Sanborn, Head & Associates for the below scope of services:

- › Desktop Study and Project Scoping
 - Perform a site visit to review conditions
 - Review available subsurface data and previous reports.
 - Develop geotechnical exploration and analysis scope
- › Utility Clearance and Coordination
 - Mark out proposed boring locations and notify DigSafe
 - Coordinate with drilling subcontractor, property owner, and City.
- › Subsurface Exploration Program
 - Subcontract driller to advance one (1) test boring at the crest of the slope (near WR11) to a depth between 60 and 100 feet bgs and install groundwater monitoring well.
 - Perform hand auger borings on slope face in vicinity of Outfall WR11 and erosion features.
 - Perform hand augers in vicinity of Outfall IV5 to determine depth of bedrock.
- › Laboratory Analysis
 - Perform up to four (4) sieve analyses and four (4) Atterberg Limits tests on soil samples from borings.
- › Slope Stability Analysis
 - Model existing slope (at Outfall WR11) based on obtained subsurface data and topographic survey
 - Evaluate existing and proposed conditions for factor of safety for global stability
- › Geotechnical Engineering Report
 - Prepare a Geotechnical Engineering Report that summarizes our subsurface exploration program, laboratory program, and slope stability analyses.
 - Provide geotechnical engineering recommendations regarding the different proposed repair options and for design and construction of the proposed repair.
- › Project Meetings and Supplemental Recommendations
 - Participate in design team meetings with Client and City and provide supplemental recommendations, if needed.

Task 240: Natural Resource Assessment and Environmental Information Document (EID)

The Consultant will conduct a detailed wetland and waters delineation within Priority Group 2 project areas in Spring / Summer of 2024. Wetland delineations will be conducted according to the technical criteria contained in the United States Army Corps of Engineers (“USACE”) Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region; streams will be delineated using the methodologies in the Vermont Agency of Natural Resources’ Guidance for Agency Act 250 and Section 248 Comments Regarding Riparian Buffers. Resource boundaries will be flagged, USACE data (vegetation, soils, and hydrology) will be collected, wetland functions and values will be assessed, physical stream parameters will be assessed, and resources will be photo-documented. Any existing culverted sections of delineated streams will be field mapped (as observable/accessible), to include type, size and location of culvert inlets and outlets as they connect with adjacent stream segments. Proposed wetland classifications under the current Vermont Department of Environmental Conservation (“DEC”) Vermont Wetland Rules (“VWR”) will be assessed, and VHB assumes that any prior wetland delineations or VWR determinations on the tract are expired or not applicable. Coincident with wetland/waters delineation work, the Consultant will conduct a survey for potential vernal pools within the Study Area. The survey will

identify potential areas that may meet the criteria defined by the USACE, New England District definition of vernal pool fauna, combined with the VT Natural Heritage Inventory (“NHI”) parameters. If present, potential vernal pool limits will be flagged and GPS-located, and the pertinent data collected to describe abiotic features of the pool and surrounding envelope. Since fieldwork would fall outside of the appropriate Spring survey season (typically, March to late May in most years), subsequent detailed confirmation surveys may be required. The Consultant assumes the potential presence of vernal pools is low, and delineation fieldwork can be completed by a two-person team in two days. Due to GPS receiver accuracy challenges associated with work at steep slopes and in areas of overhead obstructions, the Consultant will use a total station survey instrument to locate the delineation flagging and the estimated extent of sedimentation.

Rare, Threatened, and Endangered Species

The Consultant will conduct a Natural Heritage Inventory (“NHI”) 1-mile database review of Vermont natural heritage Element Occurrences (“EO”) for RTE plants, and Rare and Irreplaceable Natural Areas (“RINA”), as well as a U.S. Fish and Wildlife Service (“USFWS”) database review for federal listed species. VHB will conduct a targeted search of suitable habitats for any listed Threatened or Endangered (Vermont or Federally listed) plant species which could occur within the Project Area, or otherwise rare species known from the site, during the wetlands/waters delineation. The Consultant assumes the survey can be completed within one survey window period (assumed to be September 2021), and not require multiple surveys over different survey windows. Following the survey, if Rare, Threatened, and Endangered (“RTE”) plants have been identified on site, VHB will provide an electronic mail to the Agency of Natural Resources (“ANR”) Botanist to summarize the findings and determine if a site visit is necessary. This task does not include additional coordination with ANR, including a site visit or any further development of impact avoidance or minimization measures for identified plants. The survey does not include those for protected animal species. The plant survey assumes developed, disturbed, or maintained areas will not require survey. The Consultant assumes that no Necessary Wildlife Habitat is present within the Project areas.

Environmental Information Document

The Consultant will prepare an Environmental Information Document (“EID”) to demonstrate - Projects are eligible for either Categorical Exclusion or Finding of No Significant Impact (“FONSI”) in accordance with the National Environmental Policy Act. The Consultant will assist the City in conducting a warned public meeting at 60% PER completion stage to discuss the evaluate alternatives.

Task 250: Preliminary Engineering Report (PER)

The Consultant will develop a single PER document for Priority Group 2 outfalls with draft submittals at 30%, 60%, and 90% completion. The PER will include the following seven sections and appendices:

1. Project Planning
2. Existing Facilities
3. Need for Project
4. Alternatives Considered
5. Selection of an Alternative
6. Recommended Project
7. Conclusions

The PER will be developed in phases as field investigation is completed and data becomes available. It is anticipated that sections 1 through 3 will be developed at 30%, section 4 will be developed at 60%, and the remaining section 5 through 7 will

be completed at 90%. Alternatives considered will include alternatives from the “City Stormwater Outfall Assessment Report” as well as up to three alternatives developed by the Consultant per outfall location. Engineering Plans will be developed to approximately 30% design level. Comments received from the City and DEC at the 90% submittal will be incorporated into a Final PER.

Task 260: Environmental Due Diligence Desktop Review (Not in Contract)

Environmental Due Diligence Desktop Review (“Desktop Review”) of the WR11 and IV5 project areas is Not in Contract. Currently, a Desktop Review of the Group 2 areas does not appear to be necessary. A proposal for these services can be provided if required.

Task 270: Meetings

The Consultant will attend four (4) meetings to include the following:

1. Initial meeting with DEC to discuss project scope and funding source.
2. 30% PER planning meeting with the City and DEC.
3. 60% PER planning meeting with the City and DEC.
4. 90% PER planning meeting with the City and DEC.

Monthly coordination meetings for Phases 1, 2, and 3 tasks will occur concurrently and are carried out under Task 350.

Critical Outfall Priority Group 3, Step 1(a): Outfall Assessments and Priority Group 3 Assignment and Conceptual Design

Work under this phase will include the assessment of all approximately 260 stormwater outfalls within the City, developing a risk-based prioritization list from the findings and identifying a third group of critical outfalls needing immediate or midterm repair from the list.

Task 310: Project Initiation and CSWRF Loan Assistance

The Consultant will attend a project kickoff meeting with the City to review project scope, schedule, and budget for Priority Groups 3 tasks. The Consultant will review record information provided by the City of Burlington including Geographic Information System (GIS) electronic data of the outfalls and previous inspection records. The Consultant will also coordinate with the City of Burlington regarding the high priority outfalls. Assistance with obtaining a CWSRF Step 1 Planning Loan will be provided under this task. ~~A project kickoff with the City will occur concurrently with the kickoff under Task 110.~~

Task 320: Updates to Outfall Rating System and GIS Application

The City of Burlington previously completed 22 outfall assessments within the City. The Consultant will evaluate the previously utilized evaluation and rating procedures and in collaboration with the City may recommend additional or alternate evaluation and scoring criteria and/or methodology.

The Consultant is planning to collect field data electronically in order to streamline data management. This will allow the data to be included in the City's geodatabase and allow the inspection forms and pictures to be attached to a particular asset. The Consultant will work with the City of Burlington's GIS group to incorporate applicable criteria. This may include items such as erosion, structural integrity, headwall and outfall condition, pipe material, size, alignment, etc. The Consultant has assumed budget for one in-person meeting to discuss the Outfall Rating System.

The Consultant will submit the draft rating system to the City of Burlington for one round of review and comments. The Consultant will update the rating system accordingly after receiving the City's comments. The Consultant has assumed 5 hours of coordination with the City of Burlington's GIS department to update the GIS Application. It is assumed that all application updates will be completed by the City of Burlington.

Task 330: Outfall On-site Evaluations and Field Data Collection

The City of Burlington has identified 260 City-owned outfalls to evaluate. The Consultant will develop a safety plan, which outlines best practices for safe evaluation of each outfall, and will include but is not limited to: emergency procedures, a protective gear (PPE) and specialized gear/equipment list, potential hazard list, and an outline of daily check-in procedures between field crew and in-office staff. The Consultant will visit the 260 outfalls with one civil engineer and one civil designer to evaluate the following criteria of each outfall:

- › Outfall shape, size, material
- › Headwall/Outfall Condition
- › Outfall Deterioration
- › Structural Condition of Pipe
- › Joints and Seams

- › Footings
- › Apron/scour protection
- › Immediate maintenance items
- › Evidence of scour, debris trapping, or flooding

Field data will be collected in electronic format via a tablet or smartphone in the field. Data will be downloaded directly to the City's GIS geodatabase. The Consultant has assumed 1120 hours for this task which is based on the assumption that an average of 5 outfalls can be visited per day, and 3 hours per field day to prepare for field visits, coordination with the City of Burlington, and follow-on in-office assessment. The Consultant will document each outfall with photographs.

Task 340: Outfall Evaluation Technical Report and Prioritization

The Consultant will prepare an outfall evaluation technical report and prioritization of the approximately 260 city-owned outfalls. This report will:

- › Summarize background information
- › Outline GIS data collection methods
- › Present outfall evaluation findings
- › Outline immediate maintenance items, including CCTV needs
- › Present criteria for prioritization for capital improvements (repairs or replacements)
- › Provide recommendations for capital improvements
- › Provide prioritization of capital improvements

The Consultant will provide the report to the City of Burlington for one round of review and comments. The Consultant will update the report based on the City's comments. The Consultant will provide an electronic copy as the final deliverable. Hard copies are available upon request.

Task 350: Meetings

The Consultant will attend seven meetings total with three Consultant staff members. One meeting with City GIS staff to coordinate use of the City's existing GIS collector software (assumed to be VUEworks, ArcGIS Collector, Survey123, or similar form-centric ArcGIS application), and six monthly status meetings with the City.

Assumptions:

This proposal is based on the following assumptions and limitations:

1. Boundary survey or research not included
2. Traffic and parking control during site investigations and survey is provided by DPW
3. Scope assumes DPW performs all public outreach, neighbor coordination/resolution, and local meeting attendance
4. Oil and Hazardous Materials (“OHM”), soils contamination, and other potential hazard assessments are not included
5. Visual Impact and Aesthetics assessments are not included
6. Cultural, Historical, Traffic, and Archeological assessments or permitting are not included
7. No environmental permitting services will be conducted by the Consultant at this time. A proposal for these services will be provided as part of a future amendment.
8. Permit application fees of any kind are not included
9. Existing utility locations depicted on the drawings will be a compilation of information provided by the Client and surface observable utilities collected during field survey (no SUE, potholing, GPR, or camera work assumed)
10. Geotechnical analysis, design, or retaining wall design are not included, except as described above
11. The Consultant will visit and evaluate a total of 260 city-owned outfalls.
12. The Consultant has not verified the ability to access each outfall. It may take longer to access some outfalls due to restrictions and accordingly the work hour estimate and proposed fee for Task 330 is approximate and based on an assumed evaluation rate of 5 outfalls per work day.
13. The Consultant will be utilizing a previously created field collection data application. The Consultant will recommend updates to the previous application as part of Task 320 and incorporate updates prior to the start of field evaluations.
14. The City of Burlington will provide an electronic version (preferably in Excel) of all field data collected from the prior evaluations.
15. The City of Burlington will be responsible for creating electronic work orders for the 260 outfalls.
16. The Consultant is relying on the accuracy and location of outfalls in the City of Burlington GIS data layers and shall not be liable for utilizing incorrect or inaccurate data.
17. Outfall evaluation may require a CCTV inspection to fully evaluate the condition of the outfall. The number of outfalls that may require a CCTV inspection is currently unknown. CCTV inspection is not included, a proposal for this service can be provided if required. Alternately the City may elect to perform CCTV inspection utilizing City staff and equipment.

Schedule (to be confirmed during task 110):

Milestone Date	Priority Group 1 <i>WR7 (Asset ID TO-0097)</i>	Priority Group 2 <i>WR11 (Asset ID TO-0104) & IV5 (Asset ID TO-0022)</i>	Priority Group 3 (Outfall Assessments)
February 2024	Draft <i>Step 1</i> Planning Agreements, CWSRF Loan Application, DEC Coordination, Conduct Review of Outfall Condition Assessment Tool		
April 2024 (or as weather permits)	<i>Step 1</i> Conduct Site Visit (1) and Gather Additional Field Data		
April 2024 (or as weather permits)	<i>Step 1</i> Update the Risk of Failure and Consequence Condition Assessment	<i>Step 1</i> Conduct Site Visits (2) and Gather Additional Field Data	<i>Step 1</i> Conduct Site Visits to all remaining City Outfalls (260+) and Collect Field Data Utilizing GIS Data Collection
May 2024	<i>Step 1</i> Identify and Conduct Needed Additional Studies (Topographic Surveys, Geotechnical, Wetlands, etc.)	<i>Step 1</i> Update the Risk of Failure and Consequence Condition Assessment	
July 2024	<i>Step 1</i> Develop a Preliminary Engineering Report (PER) making 30%, 60%, 90%, and Final Submittals	<i>Step 1</i> Identify and Conduct Needed Additional Studies (Topographic Surveys, Geotechnical, Wetlands, etc.)	
September 2024	<i>Step 1</i> Prepare an Environmental Information Document (EID) for Categorical Exclusion or Finding of No Significant Impact (FONSI)	<i>Step 1</i> Develop a Preliminary Engineering Report (PER) making 30%, 60%, 90%, and Final Submittals	
October 2024	<i>Step 1</i> - Final PER Complete	<i>Step 1</i> Prepare an Environmental Information Document (EID) for Categorical Exclusion or Finding of No Significant Impact (FONSI)	
November 2024		<i>Step 1</i> - Final PER Complete	<i>Step 1</i> Conduct Risk-Based Prioritization and Identify Critical Outfalls as Priority Group 3

Fee:

The Consultant's Services described in above include salary costs, indirect costs, 10% net fee, 10% subconsultant markup, and direct expenses as described on the attached scoping workbook summary table.

Resolution Relating to

AUTHORIZATION FOR UP TO \$105,000 STEP 1 LOAN
FROM VERMONT CLEAN WATER STATE REVOLVING
FUND FOR PRELIMINARY ENGINEERING OF
STORMWATER OUTFALL (TO-0097) REPAIR

RESOLUTION_____

Sponsor(s):
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty Three
Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, the State of Vermont Clean Water State Revolving Fund provides loans for planning and preliminary engineering (Step 1) of municipal wastewater and stormwater system projects; and
WHEREAS, the City, as part of its Clean Water Resiliency Plan, has determined the need to evaluate and repair Stormwater outfalls throughout the City to reduce erosion that can result in infrastructure and property damage and the discharge of phosphorus to State waters; and
WHEREAS, in order to advance repair of a known high risk outfall (TO-0097) located in the vicinity of 505 Riverside, preliminary engineering efforts are needed (the “Project”); and
WHEREAS, the City has followed a competitive qualifications-based procurement process required by the State and selected Vanasse Hangen Brustlin (“VHB”) as the most qualified contractor for this Project; and
WHEREAS, the preliminary engineering of the Project is estimated to cost a total amount not to exceed \$105,000 including project contract scope contingency and City staff time which is eligible for reimbursement; and
WHEREAS, this Project is eligible for a Step 1 State of Vermont Clean Water State Revolving Fund Loan; and
WHEREAS the standard Clean Water State Revolving Loan Fund terms for projects of this type are up to 5 years at 0% interest; and
WHEREAS, pursuant to 24 V.S.A. Section 4756(e), the City Council may authorize and incur debt on behalf of the City for preliminary engineering plans and studies without prior voter approval, provided that such debt shall be included in any subsequent public authorization of indebtedness necessary to construct the project for which the planning loans are used; and
NOW THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of Public Works, or his designee, to complete the Step 1 Loan Application for Revolving Loan Funds under 24 V.S.A. Chapter 120 and to apply to the Vermont Clean Water State Revolving Fund and Vermont Bond Bank (the “Bank”) for the financing of a Loan in a principal amount not to exceed \$105,000 (the “Loan”) subject to final review and approval by the Chief Administrative Officer and City Attorney; and

Resolution Relating to

**AUTHORIZATION FOR UP TO \$105,000 STEP 1 LOAN FROM VERMONT CLEAN WATER
STATE REVOLVING FUND FOR PRELIMINARY ENGINEERING OF STORMWATER
OUTFALL (TO-0097) REPAIR**

26 BE IT FURTHER RESOLVED that the City Council authorizes the Director of Public Works execute
27 an Engineering Services Agreement with VHB for an amount not to exceed \$100,000, and further authorize any
28 future amendments necessary to utilize any contingency reserve for the current project scope, subject to review
29 and approval by the City Attorney's Office; and

30 BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, Chief Administrative
31 Officer, and Banking and Cash Operations Manager, individually or collectively, to execute and deliver: (i) a
32 loan agreement with the Bank to evidence the Loan and the repayment thereof; (ii) one or more bond(s) or
33 promissory note(s) in an aggregate principal amount not to exceed the Loan; (iii) such documents and
34 instruments as the Bank may request in connection with the Loan, in such form and with such terms as they
35 deem necessary and in the City's best interest; and (iv) such other documents and instruments necessary or
36 convenient in connection with the Loan, all subject to the prior review and approval by the City Attorney's
37 Office or Bond Counsel to the City; and

38 BE IT FURTHER RESOLVED that the City Council designates the following City staff member as
39 alternate authorized representatives of the Project with authority to execute administrative or reimbursement
40 documents (and other ancillary documents other than the loan application or loan agreements): Department of
41 Public Works Water Resources Division Director Megan Moir.

Resolution Relating to

AUTHORIZATION FOR UP TO \$95,000 STEP 1 LOAN
FROM VERMONT CLEAN WATER STATE REVOLVING
FUND FOR PRELIMINARY ENGINEERING OF
STORMWATER OUTFALLS (TO-0104 and TO-0022)
REPAIR

RESOLUTION_____

Sponsor(s):
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, the State of Vermont Clean Water State Revolving Fund provides loans for planning and
2 preliminary engineering (Step 1) of municipal wastewater and stormwater system projects; and
3 WHEREAS, the City, as part of its Clean Water Resiliency Plan, has determined the need to evaluate
4 and repair Stormwater outfalls throughout the City to reduce erosion that can result in infrastructure and
5 property damage and the discharge of phosphorus to State waters; and
6 WHEREAS, in order to advance repair of two known high risk outfall locations (TO-0104 and TO-
7 0022) located along Riverside Avenue and VT-127 respectively, preliminary engineering efforts are needed
8 (the “Project”); and
9 WHEREAS, the City has followed a competitive qualifications-based procurement process required by
10 the State and selected Vanasse Hangen Brustlin (“VHB”) as the most qualified contractor for this Project; and
11 WHEREAS, the preliminary engineering of the Project is estimated to cost a total amount not to
12 exceed \$95,000 including project contract scope contingency and City staff time which is eligible for
13 reimbursement; and
14 WHEREAS, this Project is eligible for a Step 1 State of Vermont Clean Water State Revolving Fund
15 Loan; and
16 WHEREAS the standard Clean Water State Revolving Loan Fund terms for projects of this type are up
17 to 5 years at 0% interest; and
18 WHEREAS, pursuant to 24 V.S.A. Section 4756(e), the City Council may authorize and incur debt on
19 behalf of the City for preliminary engineering plans and studies without prior voter approval, provided that
20 such debt shall be included in any subsequent public authorization of indebtedness necessary to construct the
21 project for which the planning loans are used; and
22 NOW THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of Public Works,
23 or his designee, to complete the Step 1 Loan Application for Revolving Loan Funds under 24 V.SA. Chapter
24 120 and to apply to the Vermont Clean Water State Revolving Fund and Vermont Bond Bank (the “Bank”) for

Resolution Relating to

**AUTHORIZATION FOR UP TO \$95,000 STEP 1 LOAN FROM VERMONT CLEAN WATER
STATE REVOLVING FUND FOR PRELIMINARY ENGINEERING OF STORMWATER
OUTFALLS (TO-0104 and TO-0022) REPAIR**

25 the financing of a Loan in a principal amount not to exceed \$95,000 (the “Loan”) subject to final review and
26 approval by the Chief Administrative Officer and City Attorney; and

27 BE IT FURTHER RESOLVED that the City Council authorizes the Director of Public Works execute
28 an Engineering Services Agreement with VHB for an amount not to exceed \$90,000 and further authorize any
29 future amendments necessary to utilize any contingency reserve for the current project scope, subject to review
30 and approval by the City Attorney’s Office; and

31 BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, Chief Administrative
32 Officer, and Banking and Cash Operations Manager, individually or collectively, to execute and deliver: (i) a
33 loan agreement with the Bank to evidence the Loan and the repayment thereof; (ii) one or more bond(s) or
34 promissory note(s) in an aggregate principal amount not to exceed the Loan; (iii) such documents and
35 instruments as the Bank may request in connection with the Loan, in such form and with such terms as they
36 deem necessary and in the City’s best interest; and (iv) such other documents and instruments necessary or
37 convenient in connection with the Loan, all subject to the prior review and approval by the City Attorney’s
38 Office or Bond Counsel to the City; and

39 BE IT FURTHER RESOLVED that the City Council designates the following City staff member as
40 alternate authorized representatives of the Project with authority to execute administrative or reimbursement
41 documents (and other ancillary documents other than the loan application or loan agreements): Department of
42 Public Works Water Resources Division Director Megan Moir.

Resolution Relating to

AUTHORIZATION FOR UP TO \$315,000 STEP 1 LOAN
FROM VERMONT CLEAN WATER STATE REVOLVING
FUND FOR PLANNING OF FUTURE STORMWATER
OUTFALL REPAIRS

RESOLUTION_____

Sponsor(s): _____
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:

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- That WHEREAS, the State of Vermont Clean Water State Revolving Fund provides loans for planning and preliminary engineering (Step 1) of municipal wastewater and stormwater system projects; and
- WHEREAS, the City, as part of its Clean Water Resiliency Plan, has determined the need to evaluate and repair Stormwater outfalls throughout the City to reduce erosion that can result in infrastructure and property damage and the discharge of phosphorus to State waters; and
- WHEREAS, in order to continue the risk based condition assessment of the City’s remaining outfalls and understand the future capital investments needed, planning efforts must be completed (the “Project”); and
- WHEREAS, the City has followed a competitive qualifications-based procurement process required by the State and selected Vanasse Hangen Brustlin (“VHB”) as the most qualified contractor for this Project; and
- WHEREAS, the planning of the Project is estimated to cost a total amount not to exceed \$315,000 including project contract scope contingency and City staff time which is eligible for reimbursement; and
- WHEREAS, this Project is eligible for a Step 1 State of Vermont Clean Water State Revolving Fund Loan; and
- WHEREAS the standard Clean Water State Revolving Loan Fund terms for projects of this type are up to 5 years at 0% interest; and
- WHEREAS, pursuant to 24 V.S.A. Section 4756(e), the City Council may authorize and incur debt on behalf of the City for preliminary engineering plans and studies without prior voter approval, provided that such debt shall be included in any subsequent public authorization of indebtedness necessary to construct the project for which the planning loans are used; and
- NOW THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of Public Works, or his designee, to complete the Step 1 Loan Application for Revolving Loan Funds under 24 V.S.A. Chapter 120 and to apply to the Vermont Clean Water State Revolving Fund and Vermont Bond Bank (the “Bank”) for the financing of a Loan in a principal amount not to exceed \$315,000 (the “Loan”) subject to final review and approval by the Chief Administrative Officer and City Attorney; and

Resolution Relating to

**AUTHORIZATION FOR UP TO \$315,000 STEP 1 LOAN FROM VERMONT CLEAN WATER
STATE REVOLVING FUND FOR PLANNING OF FUTURE STORMWATER OUTFALL
REPAIRS**

25 BE IT FURTHER RESOLVED that the City Council authorizes the Director of Public Works execute
26 an Engineering Services Agreement with VHB for an amount not to exceed \$300,000, and further authorize any
27 future amendments necessary to utilize any contingency reserve for the current project scope, subject to review
28 and approval by the City Attorney's Office; and

29 BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, Chief Administrative
30 Officer, and Banking and Cash Operations Manager, individually or collectively, to execute and deliver: (i) a
31 loan agreement with the Bank to evidence the Loan and the repayment thereof; (ii) one or more bond(s) or
32 promissory note(s) in an aggregate principal amount not to exceed the Loan; (iii) such documents and
33 instruments as the Bank may request in connection with the Loan, in such form and with such terms as they
34 deem necessary and in the City's best interest; and (iv) such other documents and instruments necessary or
35 convenient in connection with the Loan, all subject to the prior review and approval by the City Attorney's
36 Office or Bond Counsel to the City; and

37 BE IT FURTHER RESOLVED that the City Council designates the following City staff member as
38 alternate authorized representatives of the Project with authority to execute administrative or reimbursement
39 documents (and other ancillary documents other than the loan application or loan agreements): Department of
40 Public Works Water Resources Division Director Megan Moir.

Board of Finance and City Council Submission Checklist

Department: Public Works/ WRD Submitter: Kate Komorowski/ Megan Moir
Clean Water Resiliency Plan – Loan and Contract Authorization for the
Stormwater Outfall Improvements Projects: Preliminary Engineering Phase for Critical
 Title/Subject: Outfall Priority Groups 1 & 2 and Planning and Preliminary Engineering for Group 3

	Approval:	Meeting Date:
☐	Board of Finance	12/4/2023
☐	City Council	12/11/2023
☐	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	11/27/2023	Chapin Spencer
Mayor's Office informed and approved memo	Yes	11/27/2023	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	11/29/2023	PFC (Bond counsel) also reviewed the resolutions on 11/23/23
CAO has reviewed budget, financing, and memo	Yes	11/28/2023	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Yes	Draft scope of work included as Appendix B
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.

Resolution Relating to

AUTHORIZATION FOR UP TO \$105,000 STEP 1 LOAN
FROM VERMONT CLEAN WATER STATE REVOLVING
FUND FOR PRELIMINARY ENGINEERING OF
STORMWATER OUTFALL (TO-0097) REPAIR

RESOLUTION 7.19

Sponsor(s): Bd. of Finance

Introduced: 12/11/23

Referred to: _____

Action: adopted

Date: 12/11/23

Signed by Mayor: 12/18/23

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, the State of Vermont Clean Water State Revolving Fund provides loans for planning and
2 preliminary engineering (Step 1) of municipal wastewater and stormwater system projects; and

3 WHEREAS, the City, as part of its Clean Water Resiliency Plan, has determined the need to evaluate
4 and repair Stormwater outfalls throughout the City to reduce erosion that can result in infrastructure and
5 property damage and the discharge of phosphorus to State waters; and

6 WHEREAS, in order to advance repair of a known high risk outfall (TO-0097) located in the vicinity
7 of 505 Riverside, preliminary engineering efforts are needed (the "Project"); and

8 WHEREAS, the City has followed a competitive qualifications-based procurement process required by
9 the State and selected Vanasse Hangen Brustlin ("VHB") as the most qualified contractor for this Project; and

10 WHEREAS, the preliminary engineering of the Project is estimated to cost a total amount not to
11 exceed \$105,000 including project contract scope contingency and City staff time which is eligible for
12 reimbursement; and

13 WHEREAS, this Project is eligible for a Step 1 State of Vermont Clean Water State Revolving Fund
14 Loan; and

15 WHEREAS, the standard Clean Water State Revolving Loan Fund terms for projects of this type are
16 up to 5 years at 0% interest; and

17 WHEREAS, pursuant to 24 V.S.A. Section 4756(e), the City Council may authorize and incur debt on
18 behalf of the City for preliminary engineering plans and studies without prior voter approval, provided that
19 such debt shall be included in any subsequent public authorization of indebtedness necessary to construct the
20 project for which the planning loans are used;

21 NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of Public
22 Works, or his designee, to complete the Step 1 Loan Application for Revolving Loan Funds under 24 V.S.A.
23 Chapter 120 and to apply to the Vermont Clean Water State Revolving Fund and Vermont Bond Bank (the
24 "Bank") for the financing of a Loan in a principal amount not to exceed \$105,000 (the "Loan") subject to final
25 review and approval by the Chief Administrative Officer and City Attorney; and

* * * * *

DISTRIBUTION:

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

ORIGINAL

RESOLUTION RELATING TO

.....
.....
.....

Adopted by the City Council

....., 20

..... Clerk

Approved....., 20

..... Mayor

Vol. Page

* * * * *

BE IT FURTHER RESOLVED that the City Council authorizes the Director of Public Works execute an Engineering Services Agreement with VHB for an amount not to exceed \$100,000, and further authorize any future amendments necessary to utilize any contingency reserve for the current project scope, subject to review and approval by the City Attorney's Office; and

BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, Chief Administrative Officer, and Banking and Cash Operations Manager, individually or collectively, to execute and deliver: (i) a loan agreement with the Bank to evidence the Loan and the repayment thereof; (ii) one or more bond(s) or promissory note(s) in an aggregate principal amount not to exceed the Loan; (iii) such documents and instruments as the Bank may request in connection with the Loan, in such form and with such terms as they deem necessary and in the City's best interest; and (iv) such other documents and instruments necessary or convenient in connection with the Loan, all subject to the prior review and approval by the City Attorney's Office or Bond Counsel to the City; and

BE IT FURTHER RESOLVED that the City Council designates the following City staff member as alternate authorized representatives of the Project with authority to execute administrative or reimbursement documents (and other ancillary documents other than the loan application or loan agreements): Department of Public Works Water Resources Division Director Megan Moir.

HM/TM/Resolutions 2023/Authorization For Up To \$105,000 Step 1 Loan From Vermont Clean Water State Revolving Fund For Preliminary Engineering Of Stormwater Outfall (To-0097) Repair
December 11, 2023

* * * * *

DISTRIBUTION:

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

DPW - water Resources

* * * * *

ORIGINAL

RESOLUTION RELATING TO

Authorization For Up To \$105,000 Step 1 Loan From Vermont Clean Water State
Revolving Fund For Preliminary Engineering Of Stormwater Outfall (TO-0097) Repair

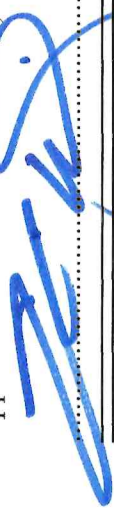
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Adopted by the City Council

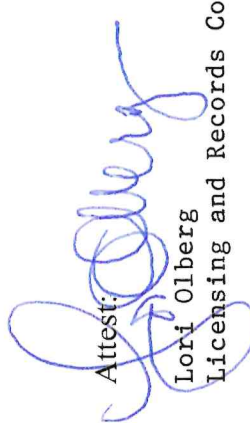
December 11, 20 23

 Clerk

Approved December 18, 20 23

 Mayor

Vol. Page

Attest:

Lori Olberg
Licensing and Records Coordinator

Resolution Relating to

AUTHORIZATION FOR UP TO \$315,000 STEP 1 LOAN
FROM VERMONT CLEAN WATER STATE REVOLVING
FUND FOR PLANNING OF FUTURE STORMWATER
OUTFALL REPAIRS

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

CITY OF BURLINGTON

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

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

That WHEREAS, the State of Vermont Clean Water State Revolving Fund provides loans for planning and preliminary engineering (Step 1) of municipal wastewater and stormwater system projects; and

WHEREAS, the City, as part of its Clean Water Resiliency Plan, has determined the need to evaluate and repair Stormwater outfalls throughout the City to reduce erosion that can result in infrastructure and property damage and the discharge of phosphorus to State waters; and

WHEREAS, in order to continue the risk based condition assessment of the City’s remaining outfalls and understand the future capital investments needed, planning efforts must be completed (the “Project”); and

WHEREAS, the City has followed a competitive qualifications-based procurement process required by the State and selected Vanasse Hangen Brustlin (“VHB”) as the most qualified contractor for this Project; and

WHEREAS, the planning of the Project is estimated to cost a total amount not to exceed \$315,000 including project contract scope contingency and City staff time which is eligible for reimbursement; and

WHEREAS, this Project is eligible for a Step 1 State of Vermont Clean Water State Revolving Fund Loan; and

WHEREAS, the standard Clean Water State Revolving Loan Fund terms for projects of this type are up to 5 years at 0% interest; and

WHEREAS, pursuant to 24 V.S.A. Section 4756(e), the City Council may authorize and incur debt on behalf of the City for preliminary engineering plans and studies without prior voter approval, provided that such debt shall be included in any subsequent public authorization of indebtedness necessary to construct the project for which the planning loans are used;

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of Public Works, or his designee, to complete the Step 1 Loan Application for Revolving Loan Funds under 24 V.S.A. Chapter 120 and to apply to the Vermont Clean Water State Revolving Fund and Vermont Bond Bank (the “Bank”) for the financing of a Loan in a principal amount not to exceed \$315,000 (the “Loan”) subject to final review and approval by the Chief Administrative Officer and City Attorney; and

BE IT FURTHER RESOLVED that the City Council authorizes the Director of Public Works execute an Engineering Services Agreement with VHB for an amount not to exceed \$300,000, and further authorize any future amendments necessary to utilize any contingency reserve for the current project scope, subject to review and approval by the City Attorney's Office; and

BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, Chief Administrative Officer, and Banking and Cash Operations Manager, individually or collectively, to execute and deliver: (i) a loan agreement with the Bank to evidence the Loan and the repayment thereof; (ii) one or more bond(s) or promissory note(s) in an aggregate principal amount not to exceed the Loan; (iii) such documents and instruments as the Bank may request in connection with the Loan, in such form and with such terms as they deem necessary and in the City's best interest; and (iv) such other documents and instruments necessary or convenient in connection with the Loan, all subject to the prior review and approval by the City Attorney's Office or Bond Counsel to the City; and

BE IT FURTHER RESOLVED that the City Council designates the following City staff member as alternate authorized representatives of the Project with authority to execute administrative or reimbursement documents (and other ancillary documents other than the loan application or loan agreements): Department of Public Works Water Resources Division Director Megan Moir.



MEMORANDUM

TO: Board of Finance / City Council

FROM: Kate Komorowski, Water Resources Engineer
Megan Moir, Water Resources Division Director
Chapin Spencer, Director of Public Works

DATE: December 4, 2023 / December 11, 2023

RE: Clean Water Resiliency Plan – Loan and Contract Authorization for the
Stormwater Outfall Improvements Projects:
Preliminary Engineering Phase for Critical Outfall Priority Groups 1 & 2
and Planning and Preliminary Engineering for Group 3

REQUEST

The Department of Public Works (DPW) and its Water Resources Division (WRD) seeks authorization, through the attached resolutions and motion, to apply for Step I: Planning/ Preliminary Engineering Clean Water State Revolving Fund ("CWSRF") loans in an aggregate amount up to \$515,000 to support planning and preliminary engineering for various stormwater outfall repair and assessment projects throughout the City, to execute engineering services agreements with Vanasse Hangen Brustlin ("VHB") in an aggregate amount up to \$490,000, and to designate the Mayor and appropriate City staff to execute associated documents.

BACKGROUND

The city operates two separate types of collection systems: 1) the combined sewer system which conveys collected flows to one of three wastewater treatment plants, and 2) the separate stormwater system which collects and directs rainwater, snowfall, other forms of precipitation and runoff through a conveyance network to an outfall. An outfall is a point source where a separate stormwater system discharges either to Waters of the United States or an open channel, water body or other stabilized receiving structure. Stormwater outfalls represent a substantial portion of the infrastructure associated with Burlington's stormwater collection system. These outfalls were installed throughout the 19th and 20th centuries, in many cases using materials like corrugated metal. Increased storm flows from expanding impervious surfaces, coupled with environmental exposure and winter salt impacts have caused many of these pipes and outfall areas to deteriorate over time. Because these outfalls were often installed in locations that were not suitable for development (i.e. at the bottom of steep banks and ravines) - they can be challenging and very costly to repair.

On November 6, 2018, the City passed a revenue bond vote for the Clean Water Resiliency Plan. The plan included approximately \$10 million of investments for

stormwater infrastructure improvements. The proposed improvements included planning, final design and construction of repairs to failing stormwater outfalls.¹

This memorandum focuses on the next steps in continuing to advance repair of existing known failing stormwater outfalls and continuing to assess the remainder of the City's stormwater outfalls for prioritization of future investment.

Over the last several years, under the Clean Water Resiliency Plan, the City has started an asset management program for the strategic repair of damaged or eroding stormwater outfalls. As part of an initial phase of Stormwater outfall assessments conducted in 2018/2019, 22 known damaged or eroding City outfalls were reviewed, rated for risk and consequence of failure and placed on a priority list. Three of these outfalls have been or are being addressed via other means (the North Ave outfall which failed last year and required emergency repairs and 2 outfalls serving the Burlington High School site that will be part of the High School project). Improvements for the next three critical outfalls located along Manhattan Drive were evaluated and design plans have progressed with construction currently slated for calendar year 2024. Board of Finance and City Council approved the (final design + construction) loan for that repair project in 2021 for \$1,196,000.

This next step is intended to continue to address known high risk stormwater outfalls and to continue to gather information about other outfalls to aid in a comprehensive asset management-based approach to addressing our aging stormwater infrastructure. This comprehensive project is being broken up into three sub-projects to ensure that the known high-risk outfalls (Group 1 and 2) can proceed to construction when ready and that the Group 3 assessment and preliminary engineering can proceed on a parallel, but slightly slower track. Proposed loan amounts include contingency to allow for any necessary changes to the scope of the project that may arise.

Critical Outfall Priority Group 1 consists of preliminary engineering design of repairs or improvements to outfall TO-0097, located along Riverside Avenue near the intersection with Intervale Road. Depending on the final costs and bids for this project and for other stormwater projects, such as a large combined sewer overflow reduction tank, this outfall may be able to leverage remaining 2018 voter authorization to be able to construct this project. If not, this preliminary report will provide the concrete data necessary for an upcoming infrastructure bond vote (likely in November 2024) and will allow for the project to progress to Final Design (Step II). Proposed Step I Loan: Up to \$105,000.

Critical Outfall Priority Group 2 consists of preliminary engineering design of repairs or improvements to outfalls TO-0104 also located along Riverside Avenue, further to the east from TO-0097, and TO-0022 which conveys stormwater along Route 127. This work will not progress to final design (Step II) until the assessment of the remaining City outfalls (Group 3 below) is substantially completed, given that there could be higher priority

¹ Proposed projects are itemized in the Board of Finance Memorandum dated September 5, 2018 located here: <http://www.burlingtonvt.gov/sites/default/files/bof%20memo.pdf>

outfalls that are identified as part of that comprehensive work. That said, based on previous assessments, it is currently believed that these outfalls are indeed the highest risk after Group 1. This effort will provide data to inform the November 2024 infrastructure bond vote. Proposed Step I Loan: Up to \$95,000.

Critical Outfall Priority Group 3 consists of assessing the condition of the remainder of the City's 260+ outfalls, assigning a criticality/risk score (consequence of failure x likelihood of failure), providing some conceptual cost estimates to inform the likely 2024 voter authorization request and completing preliminary engineering for the highest risk outfalls from this grouping. This effort will provide data to determine whether there are additional high-risk outfalls that need to be addressed in the near term and will require consideration in a 2024 infrastructure bond vote or which need to be monitored, but could reasonably be addressed at a later date. Proposed Step I Loan: Up to \$315,000.

STORMWATER CONSULTANT PROCUREMENT AND CONTRACTING:

On February 12, 2021 Burlington Water Resources Division issued a RFQ – Engineering Services for City of Burlington Outfall Improvement Projects.

The WRD closely followed the Clean Water State Revolving Fund (CWSRF) procurement requirements for engineering services in accordance with 40 U.S.C. § 1101-1104, which requires public issuance of a RFQ and negotiation of contracts using a qualifications-based selection (QBS) process. Please see Appendix A for details on the procurement of the proposed firm for the project and the RFQ for this project. The RFQ allows the City to request proposals for additional phases of work under the original RFQ.

Following the selection of the top qualified consultant for the project, staff worked to develop a draft scope of work and initial cost estimate for the consultant's work on the project and/or project phase identified in this memo (See Appendix B).

PROJECT COST AND LOAN SUMMARY:

All of the project costs will be funded through the CWSRF program. The following summary table outlines the maximum contract and CWSRF loan amounts WRD is seeking approval for. The loan amounts include an allowance for City staff time which is reimbursable through the project and eligible for loan forgiveness if awarded to the project. WRD has estimated a NTE value for our loan application to ensure there is adequate contingency to make reasonable scope of work adjustments during the final review of the scope by the VTDEC.

Critical Outfall Priority Group 1 Step I Loan

Contract	Estimated Cost	Loan Type
VHB Stormwater Outfall Improvement Projects – Priority Group 1	\$100,000	Step I Planning Loan (TOTAL NTE \$105,000)
DPW Staff Engineering NTE	\$5,000	

Critical Outfall Priority Group 2 Step I Loan

Contract	Estimated Cost	Loan Type
VHB Stormwater Outfall Improvement Projects – Priority Group 2	\$90,000	Step I Planning Loan (TOTAL NTE \$95,000)
DPW Staff Engineering NTE	\$5,000	

Critical Outfall Priority Group 3 Step I Loan

Contract	Estimated Cost	Loan Type
VHB Stormwater Outfall Improvement Projects – Priority Group 3	\$300,000	Step I Planning Loan (TOTAL NTE \$315,000)
DPW Staff Engineering NTE	\$15,000	

This represents a total overall borrowing amount not to exceed \$515,000. The above project will also each be eligible for up to \$100K of planning/design subsidy (loan forgiveness), though there is typically a cap of \$250,000 per year per municipality that will come into play.

Step I loans are 0% interest loans and, assuming the project proceeds towards construction, do not usually go into repayment on their own. Rather, they are rolled into the Step II (also 0% interest) and eventually rolled into the construction loan (Step III) which has a low 2% administrative cost. If a project completely stalls or hits a dead end, then Step I and II loans may go into repayment eventually, with repayment periods in the 5 – 10 year range depending on the size of the loan. Step I and Step II loans, on their own, do not require voter authorization per Vermont Statute – however previous Step I and Step II costs must be considered when seeking voter authorization for Step III construction funding.

As mentioned above, the only sub-project that is likely to proceed to construction in the near term with the existing 2018 voter authorization is the Priority Group 1 outfall, and

that is only if there is sufficient remaining 2018 authorization after other high priority projects proceed such as the Callahan Combined Sewer Storage Tank. The earliest this project would complete construction is likely FY26, and repayment would not begin until one year after completion, in FY27.

Thank you for your consideration of this request.

ATTACHMENTS

- Appendix A:
 - o A.1. Consultant Procurement Summary
 - o A.2. Stormwater Outfall Improvement Projects Request for Statement of Qualifications.
- Appendix B: Stormwater Outfall Improvement Projects Draft Engineering Services Agreement Scopes of Work
- Appendix C: Draft Resolutions

MOTION

DPW requests that the Board of Finance and City Council approve the following motions:

Board of Finance:

1. "To approve and recommend that the City Council waive the reading and adopt the attached resolutions."

City Council:

1. "To waive the reading and approve and adopt the attached resolutions."

Appendix A: Consultant Procurement Summary

Engineering Services for City of Burlington Outfall Improvement Projects

Water Resources issued a Request for Statements of Qualifications (RFQ) on February 12, 2021 for qualified consultants to assist with condition assessments and engineering tasks associated with the City of Burlington Outfall Improvement Projects. An RFQ was drafted, approved by the Attorney's Office and posted on both the City RFP and State construction websites. There were six SOQs received and four technical staff members at Water Resources ranked the SOQs based on technical capacity of the consulting team. Below are the consultants that provided SOQs for review:

Consultants
AES Northeast
D&K
Stantec
VHB
Weston & Sampson
Wright-Pierce

Based on the ranking criteria, the Vanasse Hangen Brustlin, Inc. ("VHB") proposal was ranked the highest. VHB is a well-qualified engineering team with experience on similar projects. It is the staffs recommendation to award contracts to VHB for condition assessments and engineering tasks associated with the City of Burlington Outfall Improvement Projects. We anticipate additional engineering service amendment will be issued to VHB for more Outfall Improvement Projects. The CWSRF program allows engineering contracts to generally be amendment for up to 5 years.

City of Burlington
Department of Public Works
Water Resources Division
235 Penny Lane
Burlington, VT 05401



Chapin Spencer
Public Works Director

Megan J. Moir
Asst. Director of Water Resources

REQUEST FOR QUALIFICATIONS IN ENGINEERING SERVICES FOR CITY OF BURLINGTON OUTFALL IMPROVEMENT PROJECTS

Date of Issuance: Friday February 12, 2021

Issued by: City of Burlington Department of Public Works
Water Resources Division

Due Date for Questions: Friday, February 26, 2021

Due Date for Statement of Qualifications: Friday March 5, 2021 4:00 PM

Project Contact: Kate Komorowski, Water Resources Engineer
kkomorowski@burlingtonvt.gov
(802) 233-0022

Request for Qualifications

Engineering Services for the City of Burlington Outfall Improvement Projects

I. Overview

The City of Burlington (“City”) Department of Public Works Water Resources Division issues this Request for Qualifications, seeking qualified engineering firms to assist with condition assessment and engineering tasks associated with the City of Burlington Outfall Improvement Projects (“Projects”).

Interested firms should submit Statements of Qualifications (“SOQ”) detailing the firms’ qualifications, technical expertise, management and staffing capabilities, references, and related prior experience. Required professional services will include but are not limited to condition and safety assessment of existing structures (including geotechnical assessments related to overall slope stability), hydrologic/hydraulic modeling, planning, preliminary engineering, design and construction-related services.

The proposed Projects may be undertaken using loan financing from the Vermont Clean Water State Revolving Fund (“CWSRF”) and all work shall be performed in accordance with the requirements of the CWSRF program and the regulations issued by such agencies and the State of Vermont. The project will utilize EJCDC documents.

II. Background

On November 6, 2018, the City passed a Bond Vote for the Clean Water Resiliency Plan. The plan includes approximately \$10 million of investments for stormwater infrastructure improvements.

The improvements include planning, final design and construction of a diverse array of new green infrastructure, repair of existing failing stormwater outfalls and rehabilitation of stormwater pipes. Proposed projects are itemized in the Board of Finance Memorandum dated September 5, 2018 located here:

<http://www.burlingtonvt.gov/sites/default/files/bof%20memo.pdf>

Over the last several years, under the Clean Water Resiliency Plan, the City has developed an asset management program for the strategic repair of damaged or eroding stormwater outfalls. As part of the previous Stormwater Outfall Assessment Project, 22 damaged or eroding City outfalls were reviewed, rated for risk and consequence of failure and placed on a priority list. Improvements for the top three critical outfalls were evaluated and progressed. The City of Burlington Outfall Improvement Projects described herein will be phased. Please note that work on Priority Group 1 is currently underway, and therefore not subject to this request.

- Phase 1 – Priority Group 2 will include development of a PER, design and construction for the second group of priority outfalls identified in the previously developed priority list.

- Phase 2 – Priority Group 3 will include the assessment of all 260+ stormwater outfalls within the City, developing a risk-based prioritization list from the findings and identifying a third group of critical outfalls needing immediate or midterm repair from the list. Phase 2 also includes the development of a PER, design and construction for the identified and agreed to Priority Group 3.

The Phase 1 - Priority Group 2 critical outfalls will likely include, but are not be limited to, the following six (6) outfalls: WR7, WR11, IV7, LC14, LC48 and WR28. Below are the conceptual design narratives developed in the Stormwater Outfall Assessment Project.

Conceptual Design	
Outfall	Design Narrative
WR 7 Riverside Avenue	The system outfalls near the top of a steep slope as a result there is a severely eroded gully to the outlet at the Winooski River. This erosion has resulted in instability of the embankment which could endanger the structure at the top of the slope. The repair will consist of adding closed drainage to relocate the outfall further down the slope to an area that is not as steep. This will result in reduced velocities in the channel and reduce the likelihood of additional failures. The existing gully will be cleared of existing debris and filled. Due to the steep slopes and adjacent Hazardous Sites infiltration is not feasible. It may be possible to combine this closed drainage system with the closed drainage system along Intervale Road to eliminate this discharge point. Additional drainage analysis would be required to determine how much additional runoff would enter the Intervale Road system and determine if the system has the capacity to receive the additional runoff. Geotechnical repair for this area could consist of slope reconstruction with either rip-rap or granular borrow. The existing geotechnical evaluation completed for this outfall area can be obtained upon request. Additional geotechnical exploration and engineering analysis will be required.
WR 11 Riverside Avenue	The outfall Pipe is located at the bottom of the steep slope. The outfall area is severely eroded and compromising the stability of a downstream pedestrian bridge. The proposed solution for this area involves regrading and stabilizing the outfall area and channel to the Winooski River. Although the existing CMP does has not failed it is nearing the end of its useful life. The pipe should also be replaced. There is an outfall from the parking lot that is out letting above WR11.0 and causing an eroded channel above the pipe. This area should also be stabilized.
IV 7 North Avenue	The outlet area is stable in the area where stone fill was originally placed. Downstream of the existing stone the channel is heavily incised and compromising the toe of the steep embankment with residences at the top. A possible solution is to realign the outfall channel away from the toe and stabilize. Stabilization measures will be determined based on velocities in preliminary design. For conceptual it is assumed stone fill will be required.

	Since the outfall is in the area of steep embankments infiltration practices would not be recommended. Geotechnical repair for this area could consist of a stone buttress at the toe of slope. Additional geotechnical exploration and engineering analysis will be required.
LC14& LC48 Burlington High School	The concrete energy dissipator has failed. The outlets upstream have caused significant erosion around the structure and partially exposed the 12" RCP. The proposed fix is to remove the concrete structure and part of the 12" RCP then regrade and stabilize the channel. The systems contributing to this outfall are on the border of Type A and Type D soils based on the NRCS data. There may be an opportunity to infiltrate to reduce flows but further soil investigation will be necessary.
WR28 Moore Drive	WR28.0 outlets near the top of a steep slope. This has resulted in severe erosion that has left about 10' of the pipe exposed and threatens the lawn areas at the top of the slope. The proposed solution is to install a drainage manhole with a large drop to allow for the pipe to outlet lower on the slope to a flatter area. Given that the soils in the area are HSG A there could be potential for an infiltration area under Moore Drive. This could be an infiltration trench between the existing closed drainage inlets and the drainage manhole that would allow for 90' of trench length. Given the small drainage area to this outlet, an infiltration area could result in significant flow reduction to the outlet.

Qualified firms shall demonstrate knowledge and experience in, but not limited to, the technical topics below and as described herein.

- Asset management / risk-based prioritization
- Engineering & Design
 - o Outfall assessment and repair
 - o Drainage system design and improvements
 - o Hydrologic/Hydraulic modeling
 - o Geotechnical engineering focused on slope/soil stability, erosion issues, stormwater runoff and groundwater migration
 - o Slope repair and stabilization
 - o Channel design and stabilization
 - o Bioengineering of slopes and channels
 - o Green Stormwater Infrastructure ("GSI") design including but not limited to infiltration systems
 - o Experience with Vermont Department of Environmental Conservation (DEC) Water Investment Division (WID) requirements for design and construction.
 - o Experience with Clean Water State Revolving Fund (CWSRF) Projects
 - o Other typical stormwater components or subject matters that could become critical for Burlington. Firms can show qualifications for this broad item by demonstrating experience working on other stormwater outfall improvements.

III. Project Tasks and Schedule

The Project shall adhere to all local, State and funding agency regulations and requirements. An Engineering Service Agreements (“ESA”) will be developed for each step of the CWSRF program. Tasks for the Project include but are not limited to the following:

- Step 1 – Planning and Preliminary Engineering
 - o Project kickoff meetings
 - o Assist City in obtaining a CWSRF Step I Planning Loans.
 - o Review and provide recommendations for updates (if applicable) to existing outfall condition assessment tool.
 - o Conduct site visits to the priority outfalls, review and provide updated risk of failure and consequence condition assessment. Evaluate and document existing conditions. Gather any additional field data needed for preliminary engineering.
 - o Conduct site visits to all City outfalls (260+) and provide complete updated condition assessment reports for each (assess risk of failure and consequence of failure) Collect and provide data which can be integrated into the City’s asset management software VUEWORKS. (Phase 2)
 - o Provide a risk-based prioritization list of all City outfalls utilizing condition assessment data gathered (Phase 2)
 - o Identify the third group of priority outfalls based on the condition assessments and resultant risk-based prioritization list. (Phase 2)
 - o Advise the City of any need to obtain, furnish, or otherwise make available additional project-related data and information, including but not limited to geotechnical evaluation needs, wetland delineation, etc. Provide services or hire subconsultants to conduct required evaluations (as applicable).
 - o Assist with the state wetland permitting program, if applicable.
 - o Develop Preliminary Engineering Reports (“PER”)
 - Phase 1 Priority Group 2
 - Develop a PER for the six (6) outfalls identified Priority Group 2
 - o Review any applicable outfall improvement alternatives presented in the “City Stormwater Outfall Assessment Report”.
 - Phase 2 Priority Group 3
 - Develop a PER for the third group of priority outfalls identified and agreed to from risk-based prioritization list
 - o Prepare and transmit submittals for 30%, 60% and 90% draft PER to all associated parties. Attend and participate in associated, corresponding planning meetings.
 - o Respond to City and State 90% review comments and make changes as requested. Attend and participate in associated, corresponding meetings.
 - o Prepare and submit Final PERs.
 - o Prepare an Environmental Information Document (“EID”) to demonstrate - Projects are eligible for either Categorical Exclusion or Finding of No Significant Impact (“FONSI”) in accordance with the National Environmental Policy Act.

Including warned public meeting at 60% PER completion stage to discuss the evaluate alternatives.

- o Assist with public notifications and hearings.
 - o Assist with bonding process.
- Step 2 – Final Design Phase
 - o Assist City in obtaining a CWSRF Step II Final Design Loans.
 - o Prepare final design plans, specifications and contract documents.
 - o Attend and participate in 30%, 60% and 90% complete CWSRF design meetings. Revise and address comments.
 - o Coordinate with permit specialist. Submit 90% plans for any necessary local, state or federal permits before finalization of deliverables. Ensure permit compliance.
 - o Submit the following deliverables to the City:
 - Meeting agendas, submittals, minutes & draft construction documents
 - Final Design Plans
 - 30% Preliminary Alignments, Layouts, Hydraulic Profiles, Standard Notes
 - 60% Profiles, Elevations, Completed Alignments, Layouts, and Hydraulic Profiles, Standard Details
 - 90% Final Profiles, Elevations, Alignments, Layouts, and all Details.
 - Final stamped and signed by a Vermont Registered Professional Engineer
 - Preparation of Temporary and Permanent Easement Drawings and Document
 - Technical Specifications
 - 30% Table of Contents
 - 60% Standard Technical Specifications
 - 90% Specialty Technical Specifications
 - Final stamped and signed by a Vermont Registered Professional Engineer
 - Contract Documents
 - 90% Draft EJCDC Front End Documents
 - Final, documents ready to bid, complete with dates for meetings and bids coordinated and accepted by the WID Construction Engineer.
 - Project Cost Summary
 - o Obtain Disadvantaged Business Enterprise (“DBE”) list for Notification 30-days prior to Bid Advertisement Date.
 - o Preparation of Construction Phase Schedule
- Step 3 – Construction
 - o Assist City in obtaining a CWSRF Step III Construction Loans.
 - o Comply with CWSRF program requirements, including EPA mandates, such as American Iron and Steel, Davis Bacon and Related Acts, and Disadvantaged

Business Enterprise rules.

- o Bid services, including but not limited to:
 - Assistance with DBE notification,
 - Official bid advertisement,
 - Prebid meeting,
 - Addendum preparation,
 - Title easement certification,
 - Attend bid opening,
 - Certified bid tabulation, and
 - Review bids and provide recommendation of award
 - Contract award.
- o Construction Administration Services, including but not limited to:
 - Preconstruction meeting.
 - Development of a project schedule.
 - Monthly progress meetings and preparation of meeting minutes.
 - Review and respond to requests for information.
 - Review and approval of submittals.
 - Review and submit partial pay estimates and certified payrolls.
 - Review and approval of project field orders.
 - Draft change orders and small purchases for City and funding approval eligibility and determination.
 - Submit payment requests.
 - Complete Annual DBE Report (due Sept. 30) and Final DBE Reports (due within 30 days of Final Completion)
 - Assist with annual Single Audit Requirement
- o Construction Oversight Services
- o Substantial completion walkthrough
- o Development of project punch list. Review and oversight of punch list corrections.
- o Develop substantial completion certificate
- o Final completion walkthrough
- o Project close-out assistance.
- o Prepare O&M and record drawings.
- o Provide 11 Month Warranty Inspection
- o Submit 1 Year Performance Letter

The City has developed a draft schedule and is requesting that firms demonstrate an understanding for the following schedule as part of the SOQ submittal:

Date	Milestone
4:00 PM March 5, 2021	Statement of Qualification Submittals Due
March 2021	Statement of Qualifications Review Completed by City
April 2021	Draft Step 1 Phase 1 and 2 Planning Agreements, Loan Application, DEC Coordination

September 2021	Step 1 Phase 1 - Final PER Complete
October 2021	Draft Step 2 Phase 1 Final Design Agreement, Loan Application, DEC Coordination
February 2022	Step 2 Phase 1 Final Design Complete
March 2022	Draft Step 3 Phase 1 Construction Agreement, Loan Application, DEC Coordination
April 2022	Step 3 Phase 1 Commence Bidding
May 2022	Step 3 Phase 1 Commence Construction
May 2022	Step 1 Phase 2 Condition Assessment of All Outfalls, Prioritization List and Recommendations for Priority Group 3 Complete.
August 2022	Step 1 Phase 2 - Final PER Complete
September 2021	Draft Step 2 Phase 2 Final Design Agreement, Loan Application, DEC Coordination
October 2022	Step 3 Phase 1 Construction Complete
February 2023	Step 2 Phase 2 Final Design Complete
March 2023	Draft Step 3 Phase 1 Construction Agreement, Loan Application, DEC Coordination
April 2023	Step 3 Phase 1 Commence Bidding
May 2023	Step 3 Phase 1 Commence Construction
October 2022	Step 3 Phase 1 Construction Complete

IV. Procurement Process

Procurement of said services will be in accordance with elements of the procurement process in 40 U.S.C. § 1101-1104.

All interested firms must take note that the proposed project(s) may be undertaken with a variety of Federal and state funds and that all work will be performed in accordance with the regulations issued by such agencies and the State of Vermont pertaining thereto.

V. Submission Requirements

SOQ Format. Qualified firms/candidates interested in being considered for this project should submit a narrative proposal SOQ that best reflects their ability to provide the requested services. All SOQ submittals shall be clear, concise, and allow the City to efficiently evaluate the qualifications of the submitting firm. All SOQ submissions must be submitted electronically in a single PDF. The SOQ PDF shall include page numbers and the following components:

- A letter of interest with a summary of the applicant's understanding of the proposed work and general approach. Include the point of contact, business name, address, and telephone number of the submitting firm with a subject line: "Statement of Qualifications - Outfall Improvement Projects". The letter shall be signed by an authorized representative for the submitting firm.
- A detailed statement of qualifications of the participating firm detailing the firms'

technical expertise, management and staffing capabilities. Include a description of the firm's ability to provide the skills required for the work. Include a list of individuals (including sub-consultants) who would be assigned to provide services, along with their titles, professional qualifications, expected duties, technical capacity to complete their duties, and a description of the experience of the staff persons with projects involving the specific technical tasks described herein. The proposals will be evaluated and awarded based on the personnel projected in the SOQ. Should the awarded consultant propose any substitutions to the project personnel, they must submit a letter to the City requesting approval of such changes prior to utilization.

- Contact information for three or more professional references from relevant projects (please include contact name, address, phone number, project description, and project cost).
- A list of related prior experience in similar projects, including the client, project scope, complexity, similarities to the scope of the Outfall Improvement Projects described herein. Note any proposed team members who worked on these projects. Include the project duration and costs.
- Any other information the firm finds important.

Do not submit a scope of work or cost proposal at this time. A detailed scope of work will be requested after the most qualified firm is selected. A detailed cost proposal (fee) will be requested after the most qualified firm is selected.

Deadline for Receipt of Qualifications. SOQ's must be received at the address and by the point of contact no later than 4 PM Friday March 5, 2021. The email time stamp shall be the official time of receipt. Late replies will not be accepted under any circumstances. SOQ's must be submitted by e-mail in a single PDF file as described above to:

Kate Komorowski
Water Resources Engineer
Burlington Department of Public Works
kkomorowski@burlingtonvt.gov

The subject line of the e-mail of the e-mail should state: "Statement of Qualifications - City of Burlington Outfall Improvement Projects." It is the responsibility of the participating firm to ensure that the point of contact has received a completed SOQ by the required deadline.

Questions. Questions and requests for clarification relating to this RFQ may be made to the above-described contact person. Only e-mail communication will be accepted. All questions and requests for clarification must be received by 4:00 PM Friday February 26, 2021. Questions will be posted via addendum online at the City's RFP site (<http://burlingtonvt.gov/RFP/>). It is the responsibility of participating firms to review the RFP website to ascertain whether any amendments have been made prior to submission of a SOQ. No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFQ.

VI. Selection Process

The City Selection Committee (“SC”) will include a minimum of three members of the City Department of Public Works Water Resources Team. The SC will evaluate the SOQs, performance data and other material submitted by interested consultants based on the Criteria for Selection below. The SC will then select a minimum of three firms which, in the City’s opinion, are best qualified to perform the desired services. If necessary, interviews with each firm selected will be conducted, which may include discussions regarding anticipated concepts and proposed methods of approach. The City will rank, in order of preference, these professional engineering firms deemed to be most highly qualified to provide the services required, and will commence scope of services and price negotiations with the highest qualified consultants. If a scope of work and fee cannot be agreed upon within a reasonable time, negotiations with the top-ranked firm will be concluded and negotiations with the second- ranked firm will be initiated. If a satisfactory contract is not worked out with this firm, then this procedure will be continued until a mutually satisfactory contract is negotiated. Consultants are deemed qualified to perform work through the duration of the Outfall Improvements projects.

VII. Criteria for Selection

The following criteria, as a minimum, will be used to evaluate and rank qualifications:

Review Criteria	Weight	Maximum Points	Weighted Points
Understanding of Scope of Work	4	5	20
Experience of Proposed Staff with Similar Projects	5	5	25
Availability and Depth of Technical Qualifications of Proposed Staff	4	5	20
Knowledge of the Project Area/ Similar Project Area	3	5	15
Evidence of Ability to Meet Schedule and Budgets	3	5	15
Clarity and Quality of Proposal	1	5	5
TOTAL			100

VIII. Terms and Conditions

Contract Requirements. The selected firm shall be prepared to enter into an agreement with the City in the manner proposed, and under the terms provided by the City. The City expects that per CWSRF guidelines, the form of the agreement will be based on the Engineers Joint Contract Documents Committee (“EJCDC”) standard documents. Supplementary conditions will be included to modify the EJCDC documents to comply with CWSRF and City requirements.

All proposers should familiarize themselves with and be ready to execute a Vermont Department of Conservation Water Investment Division approved Engineering Services Agreement. The City reserves the right to alter or amend any or all provisions in the project contract.

Costs Associated with Proposal. Any costs or expenses incurred by a participating or non-participating firm in preparing, submitting, or presenting a SOQ are the sole responsibility of that firm. The City will not reimburse any person for any costs incurred as a result of the preparation of SOQ's in response to this RFQ.

Intent and Purpose. It is the intent of this Request for Qualifications to obtain services from qualified entities and not to prohibit or discourage prospective firms from submitting a SOQ. However, all participating firms are advised that any substantial deviations from the specifications of this Request for Qualifications may not be accepted. Further, this Request for Qualifications in no way obligates the City to award a contract. No negotiation will take place until the selection of the most qualified firm has been completed.

Compliance with Law. Participating firms are required to submit SOQ's and perform services in accordance with applicable local, state, and federal laws and regulations. Participating firms are further advised that compliance with the City of Burlington's Livable Wage Ordinance, Union Deterrence Ordinance, and Outsourcing Ordinance is required in order to qualify to perform the services described in this Request for Qualifications.

City Reservations. The City reserves the right to reject any and all SOQs received as a result of this solicitation, to waive any irregularities in any submittal, to waive any formality or technicality, to negotiate with any qualified source, to cancel in part or in its entirety this RFQ, or to issue additional Requests for Qualifications. The City also reserves the right to modify, amend, alter, revise, or terminate the Request for Qualifications or the criteria for selection of qualified firms without notice. The City further reserves the right to request clarification of information submitted and to request additional information from any participating firm. All decisions made by the City related to this Request for Qualifications will be final.

Future Work. The City reserves the right to request proposals for additional phases of work from the same consultant, to issue new RFQs/RFPs and award that future phase of work to a different consultant/consultant team as benefits the City, or to extend the contract which results from this RFQ.

Public Records. All SOQ's will become the property of the City upon submission and will become public documents subject to public disclosure under the Vermont Access to Public Records Act. Due regard will be given for the protection of proprietary information contained in all SOQ's received. However, it is not sufficient for participating firms to merely state generally that a SOQ is proprietary in nature and not subject to the release to third parties. Those particular pages or sections of the SOQ that are asserted as proprietary and of a trade secret nature must be specifically identified and must be separated from other sections or pages of the SOQ. The City will consider said information in responding to a public records request but does not guarantee that information will not ultimately be subject to public disclosure.

City Livable Wage Ordinance. As a condition of entering into an agreement with the City, after the conclusion of the Request for Qualifications process, the selected firm will be required to comply with the City's Livable Wage Ordinance, which can be found at B.C.O. § 21-80 et seq.

City Union Deterrence Ordinance. As a condition of entering into an agreement with the City, after the conclusion of the Request for Qualifications process, the selected firm will be required to comply with the City's Union Deterrence Ordinance, which can be found at B.C.O. § 21-100 et seq.

City Outsourcing Ordinance. As a condition of entering into an agreement with the City, after the conclusion of the Request for Qualifications process, the selected firm will be required to comply with the City's Outsourcing Ordinance, which can be found at B.C.O. § 21-90.

Equal Opportunity. The selection of consultants shall be made without regard to race, color, sex, sexual orientation, gender expression, age, religion, national origin or political affiliation. The City is an Equal Opportunity Employer and encourages proposals from qualified minority and woman-owned businesses.

IX. Appeal Process

Any person aggrieved by the City's awarding of a contract under this Request for Qualifications, that person may appeal the decision of the City in writing to the President of the Burlington City Council, at City Hall, 149 Church Street, Burlington, Vermont, 05404. The appeal must be post-marked within seven (7) calendar days following the date of written notice to award the contract. Any decision of the City is final.

X. Attachments:

- City Stormwater Outfall Assessment Report

Appendix B:

Stormwater Outfall Improvement Projects
Draft Engineering Services Agreement Scopes of Work

Scope of Services for the Critical Outfall Priority Groups 1-3:

Critical Outfall Priority Group 1, Step 1: Planning/Preliminary Design

Work under this phase will include preparation of a Preliminary Engineering Report (PER) during the Planning/Preliminary Design Phase for the critical outfall WR7 (Asset ID TO-0097) only.

Task 110: Project Initiation, Site Visit, and CSWRF Loan Assistance

The Consultant will attend a project kickoff meeting with the City to review project scope, schedule, and budget for Priority Groups 1 tasks. The Consultant will review record information provided by the City of Burlington including Geographic Information System (GIS) electronic data of the outfalls, the Geotechnical Engineering Report, 505 Riverside Avenue Slope – Phase 1A dated 2018, the City Stormwater outfall Assessment Report dated March 21, 2019, applicable sections of the FY20 Slope Inspections Report, and other relevant available information. The Consultant will develop a safety plan, which outlines best practices for safe evaluation of each outfall, and will include but is not limited to: emergency procedures, a protective gear (PPE) and specialized gear/equipment list, potential hazard list, and an outline of daily check-in procedures between field crew and in-office staff. The Consultant will conduct a site visit at 505 Riverside Avenue.

Assistance with obtaining a CWSRF Step 1 Planning Loan will be provided under this task.

Task 120: Topographic Survey and Base Information

The Consultant will perform field survey and related tasks to develop a Topographic Survey of the Group 1 Project limits. VHB will produce a base plan of the current Project conditions in AutoCAD format depicting site features, existing utilities, and one-foot contour lines. The horizontal datum will be referenced to the Vermont State Plane Coordinate System NAD83(2011) and the vertical datum will be referenced to NAVD88. This task includes the following:

- › Topographic Survey: the survey area will be comprised of approximately six (6) acres total area. The survey will include the locations of such features as: top and bottom of slopes, drainage channels, stone outfall protection, roadway and driveway locations, buildings, curb locations, tree lines, fences, wetland delineations, and other relevant features. Contour data will be supplemented with available aerial topography.
- › Quality Level C (QL-C) - Utility Record Survey & Physical Survey: VHB will perform Quality Level D (QL-D) research at the public and private utility agencies servicing the area. Existing record utilities such as gas, water, cable, etc. will be shown on the base plan from these record drawings, surface observable evidence collected during the topographic survey (such as gate valves or hydrants and any utility paint markings). Underground drain and sewer lines will be field located where observed. Invert elevations, pipe size, pipe type, and direction of flow will be field located, where accessible. Additional drain and sewer structures outside of the topographic survey area will also be included in the underground utility survey.
- › A minimum of 3 horizontal survey control points and 2 vertical benchmarks will be installed for future use by a construction contractor.

- › Approximate existing Right-of-Way and property lines will be included based on best available parcel mapping information.
- › The natural resource delineations of Task 140 below will be incorporated into the existing conditions plans upon completion of the field work associated with that task.

Task 130: Geotechnical Analysis by Sanborn Head

VHB will subcontract with Sanborn, Head & Associates for the below scope of services:

- › Desktop Study and Project Scoping
 - Perform a site visit to review conditions
 - Review available subsurface data and previous reports.
 - Develop geotechnical exploration and analysis scope
- › Utility Clearance and Coordination
 - Mark out proposed boring locations and notify DigSafe
 - Coordinate with drilling subcontractor, property owner, and City.
- › Subsurface Exploration Program
 - Subcontract driller to advance one (1) test boring at the crest of the slope to a depth between 60 and 100 feet bgs and install groundwater monitoring well.
 - Collect undisturbed clay samples
 - Perform hand auger borings on slope face in vicinity of Outfall WR7 and erosion features.
- › Laboratory Analysis
 - Perform advanced laboratory testing on undisturbed clay samples to determine clay strength parameters
- › Slope Stability Analysis
 - Model existing slope based on obtained subsurface data and topographic survey
 - Evaluate existing and proposed conditions for factor of safety for global stability
- › Geotechnical Engineering Report
 - Prepare a Geotechnical Engineering Report that summarizes our subsurface exploration program, laboratory program, and slope stability analyses.
 - Provide geotechnical engineering recommendations regarding the different proposed repair options and for design and construction of the chosen repair.
- › Project Meetings and Supplemental Recommendations
 - Participate in design team meetings with Client and City and provide supplemental recommendations, if needed.

Task 140: Natural Resource Assessment and Environmental Information Document (EID)

The Consultant will conduct a detailed wetland and waters delineation within the Priority Group 1 project area in Spring / Summer of 2024. Wetland delineations will be conducted according to the technical criteria contained in the United States Army Corps of Engineers (“USACE”) Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region; streams will be delineated using the methodologies in the Vermont Agency of Natural

Resources' Guidance for Agency Act 250 and Section 248 Comments Regarding Riparian Buffers. Resource boundaries will be flagged, USACE data (vegetation, soils, and hydrology) will be collected, wetland functions and values will be assessed, physical stream parameters will be assessed, and resources will be photo-documented. Any existing culverted sections of delineated streams will be field mapped (as observable/accessible), to include type, size and location of culvert inlets and outlets as they connect with adjacent stream segments. Proposed wetland classifications under the current Vermont Department of Environmental Conservation ("DEC") Vermont Wetland Rules ("VWR") will be assessed, and VHB assumes that any prior wetland delineations or VWR determinations on the tract are expired or not applicable. Coincident with wetland/waters delineation work, the Consultant will conduct a survey for potential vernal pools within the Study Area. The survey will identify potential areas that may meet the criteria defined by the USACE, New England District definition of vernal pool fauna, combined with the VT Natural Heritage Inventory ("NHI") parameters. If present, potential vernal pool limits will be flagged and GPS-located, and the pertinent data collected to describe abiotic features of the pool and surrounding envelope. Since fieldwork would fall outside of the appropriate Spring survey season (typically, March to late May in most years), subsequent detailed confirmation surveys may be required. The Consultant assumes the potential presence of vernal pools is low, and delineation fieldwork can be completed by a two-person team in two days. Due to GPS receiver accuracy challenges associated with work at steep slopes and in areas of overhead obstructions, the Consultant will use a total station survey instrument to locate the delineation flagging and the estimated extent of sedimentation.

Rare, Threatened, and Endangered Species

The Consultant will conduct a Natural Heritage Inventory ("NHI") 1-mile database review of Vermont natural heritage Element Occurrences ("EO") for RTE plants, and Rare and Irreplaceable Natural Areas ("RINA"), as well as a U.S. Fish and Wildlife Service ("USFWS") database review for federal listed species. VHB will conduct a targeted search of suitable habitats for any listed Threatened or Endangered (Vermont or Federally listed) plant species which could occur within the Project Area, or otherwise rare species known from the site, during the wetlands/waters delineation. The Consultant assumes the survey can be completed within one survey window period (assumed to be September 2021), and not require multiple surveys over different survey windows. Following the survey, if Rare, Threatened, and Endangered ("RTE") plants have been identified on site, VHB will provide an electronic mail to the Agency of Natural Resources ("ANR") Botanist to summarize the findings and determine if a site visit is necessary. This task does not include additional coordination with ANR, including a site visit or any further development of impact avoidance or minimization measures for identified plants. The survey does not include those for protected animal species. The plant survey assumes developed, disturbed, or maintained areas will not require survey. The Consultant assumes that no Necessary Wildlife Habitat is present within the Project areas.

Environmental Information Document

The Consultant will prepare an Environmental Information Document ("EID") to demonstrate - Projects are eligible for either Categorical Exclusion or Finding of No Significant Impact ("FONSI") in accordance with the National Environmental Policy Act. The Consultant will assist the City in conducting a warned public meeting at 60% PER completion stage to discuss the evaluate alternatives.

Task 150: Preliminary Engineering Report (PER)

The Consultant will develop a single PER document for Priority Group 1 outfalls with draft submittals at 30%, 60%, and 90% completion. The PER will include the following seven sections and appendices:

1. Project Planning
2. Existing Facilities

3. Need for Project
4. Alternatives Considered
5. Selection of an Alternative
6. Recommended Project
7. Conclusions

The PER will be developed in phases as field investigation is completed and data becomes available. It is anticipated that sections 1 through 3 will be developed at 30%, section 4 will be developed at 60%, and the remaining section 5 through 7 will be completed at 90%. Alternatives considered will include alternatives from the “City Stormwater Outfall Assessment Report” as well as up to three alternatives developed by the Consultant per outfall location. Engineering Plans will be developed to approximately 30% design level. Comments received from the City and DEC at the 90% submittal will be incorporated into a Final PER.

Task 160: WR 7.0 Environmental Due Diligence Desktop Review

To support the evaluation of WR 7.0 Options 1 and 2, the Consultant will perform an Environmental Due Diligence Desktop Review (“Desktop Review”) of the WR 7.0 project area and its immediate surroundings to identify potential locations where existing soil or groundwater contamination may be present and where special contaminant management plans may be needed during construction. The Desktop Review will include review of existing environmental investigation reports for state listed hazardous sites in the area, as well as an environmental records search to check federal and state environmental databases within specific search radii of the Project Area. No soil sampling or testing is proposed during the Desktop Review. This Desktop Review is not intended to replace analytical confirmatory data, but instead is to serve as a preliminary evaluation of how the Project Area may have potentially been adversely impacted by contamination. A technical memorandum (memo) will be developed and attached to the PER to document the Desktop Review. The memo will include an environmental engineer’s professional opinion regarding the possibility of encountering contaminated material during construction and methods that should be considered to proactively consider special material management protocols or limited pre-characterization efforts (if warranted), prior to construction.

Task 170: Meetings

The Consultant will attend five (5) meetings to include the following:

1. Meeting with the City to evaluate scoring matrix/assessment methods to be applied to Group 1, 2, and 3 tasks.
2. Initial meeting with DEC to discuss project scope and funding source.
3. 30% PER planning meeting with the City and DEC.
4. 60% PER planning meeting with the City and DEC.
5. 90% PER planning meeting with the City and DEC.

Monthly coordination meetings for Phases 1, 2, and 3 tasks will occur concurrently and are carried under Task 350.

Critical Outfall Priority Group 2, Step 1: Planning/Preliminary Design

Work under this phase will include preparation of a Preliminary Engineering Report (PER) during the Planning/Preliminary Design Phase for the critical outfall WR11 (Asset ID TO-0104) and IV5 (Asset ID TO-0022).

Task 210: Project Initiation, Site Visits, and CSWRF Loan Assistance

The Consultant will attend a project kickoff meeting with the City to review project scope, schedule, and budget for Priority Groups 2 tasks. The Consultant will review record information provided by the City of Burlington including Geographic Information System (GIS) electronic data of the outfalls, the City Stormwater outfall Assessment Report dated March 21, 2019, applicable sections of the FY20 Slope Inspections Report, and other relevant available information. The Consultant will develop a safety plan for site visits, which outlines best practices for safe evaluation of each outfall, and will include but is not limited to: emergency procedures, a protective gear (PPE) and specialized gear/equipment list, potential hazard list, and an outline of daily check-in procedures between field crew and in-office staff. The Consultant will conduct site visits at both Priority Group 2 outfalls. Assistance with obtaining a CWSRF Step 1 Planning Loan will be provided under this task.

Task 220: Existing Conditions Survey

The Consultant will perform field survey and related tasks to develop a Topographic Survey of the Group 2 Project limits. VHB will produce a base plan of the current Project conditions in AutoCAD format depicting site features, existing utilities, and one-foot contour lines. The horizontal datum will be referenced to the Vermont State Plane Coordinate System NAD83(2011) and the vertical datum will be referenced to NAVD88. This task includes the following:

- › Topographic Survey: the survey area will be comprised of approximately three (3) acres total area. The survey will include the locations of such features as: top and bottom of slopes, drainage channels, stone outfall protection, roadway and driveway locations, buildings, curb locations, tree lines, fences, wetland delineations, and other relevant features. Contour data will be supplemented with available aerial topography.
- › Quality Level C (QL-C) - Utility Record Survey & Physical Survey: VHB will perform Quality Level D (QL-D) research at the public and private utility agencies servicing the area. Existing record utilities such as gas, water, cable, etc. will be shown on the base plan from these record drawings, surface observable evidence collected during the topographic survey (such as gate valves or hydrants and any utility paint markings). Underground drain and sewer lines will be field located where observed. Invert elevations, pipe size, pipe type, and direction of flow will be field located, where accessible. Additional drain and sewer structures outside of the topographic survey area will also be included in the underground utility survey.
- › A minimum of 3 horizontal survey control points and 2 vertical benchmarks will be installed for future use by a construction contractor.
- › Approximate existing Right-of-Way and property lines will be included based on best available parcel mapping information.
- › The natural resource delineations of Task 240 below will be incorporated into the existing conditions plans upon completion of the field work associated with that task.

Task 230: Geotechnical Analysis by Sanborn Head

VHB will subcontract with Sanborn, Head & Associates for the below scope of services:

- › Desktop Study and Project Scoping
 - Perform a site visit to review conditions
 - Review available subsurface data and previous reports.
 - Develop geotechnical exploration and analysis scope
- › Utility Clearance and Coordination
 - Mark out proposed boring locations and notify DigSafe
 - Coordinate with drilling subcontractor, property owner, and City.
- › Subsurface Exploration Program
 - Subcontract driller to advance one (1) test boring at the crest of the slope (near WR11) to a depth between 60 and 100 feet bgs and install groundwater monitoring well.
 - Perform hand auger borings on slope face in vicinity of Outfall WR11 and erosion features.
 - Perform hand augers in vicinity of Outfall IV5 to determine depth of bedrock.
- › Laboratory Analysis
 - Perform up to four (4) sieve analyses and four (4) Atterberg Limits tests on soil samples from borings.
- › Slope Stability Analysis
 - Model existing slope (at Outfall WR11) based on obtained subsurface data and topographic survey
 - Evaluate existing and proposed conditions for factor of safety for global stability
- › Geotechnical Engineering Report
 - Prepare a Geotechnical Engineering Report that summarizes our subsurface exploration program, laboratory program, and slope stability analyses.
 - Provide geotechnical engineering recommendations regarding the different proposed repair options and for design and construction of the proposed repair.
- › Project Meetings and Supplemental Recommendations
 - Participate in design team meetings with Client and City and provide supplemental recommendations, if needed.

Task 240: Natural Resource Assessment and Environmental Information Document (EID)

The Consultant will conduct a detailed wetland and waters delineation within Priority Group 2 project areas in Spring / Summer of 2024. Wetland delineations will be conducted according to the technical criteria contained in the United States Army Corps of Engineers (“USACE”) Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region; streams will be delineated using the methodologies in the Vermont Agency of Natural Resources’ Guidance for Agency Act 250 and Section 248 Comments Regarding Riparian Buffers. Resource boundaries will be flagged, USACE data (vegetation, soils, and hydrology) will be collected, wetland functions and values will be assessed, physical stream parameters will be assessed, and resources will be photo-documented. Any existing culverted sections of delineated streams will be field mapped (as observable/accessible), to include type, size and location of culvert inlets and outlets as they connect with adjacent stream segments. Proposed wetland classifications under the current Vermont Department of Environmental Conservation (“DEC”) Vermont Wetland Rules (“VWR”) will be assessed, and VHB assumes that any prior wetland delineations or VWR determinations on the tract are expired or not applicable. Coincident with wetland/waters delineation work, the Consultant will conduct a survey for potential vernal pools within the Study Area. The survey will

identify potential areas that may meet the criteria defined by the USACE, New England District definition of vernal pool fauna, combined with the VT Natural Heritage Inventory (“NHI”) parameters. If present, potential vernal pool limits will be flagged and GPS-located, and the pertinent data collected to describe abiotic features of the pool and surrounding envelope. Since fieldwork would fall outside of the appropriate Spring survey season (typically, March to late May in most years), subsequent detailed confirmation surveys may be required. The Consultant assumes the potential presence of vernal pools is low, and delineation fieldwork can be completed by a two-person team in two days. Due to GPS receiver accuracy challenges associated with work at steep slopes and in areas of overhead obstructions, the Consultant will use a total station survey instrument to locate the delineation flagging and the estimated extent of sedimentation.

Rare, Threatened, and Endangered Species

The Consultant will conduct a Natural Heritage Inventory (“NHI”) 1-mile database review of Vermont natural heritage Element Occurrences (“EO”) for RTE plants, and Rare and Irreplaceable Natural Areas (“RINA”), as well as a U.S. Fish and Wildlife Service (“USFWS”) database review for federal listed species. VHB will conduct a targeted search of suitable habitats for any listed Threatened or Endangered (Vermont or Federally listed) plant species which could occur within the Project Area, or otherwise rare species known from the site, during the wetlands/waters delineation. The Consultant assumes the survey can be completed within one survey window period (assumed to be September 2021), and not require multiple surveys over different survey windows. Following the survey, if Rare, Threatened, and Endangered (“RTE”) plants have been identified on site, VHB will provide an electronic mail to the Agency of Natural Resources (“ANR”) Botanist to summarize the findings and determine if a site visit is necessary. This task does not include additional coordination with ANR, including a site visit or any further development of impact avoidance or minimization measures for identified plants. The survey does not include those for protected animal species. The plant survey assumes developed, disturbed, or maintained areas will not require survey. The Consultant assumes that no Necessary Wildlife Habitat is present within the Project areas.

Environmental Information Document

The Consultant will prepare an Environmental Information Document (“EID”) to demonstrate - Projects are eligible for either Categorical Exclusion or Finding of No Significant Impact (“FONSI”) in accordance with the National Environmental Policy Act. The Consultant will assist the City in conducting a warned public meeting at 60% PER completion stage to discuss the evaluate alternatives.

Task 250: Preliminary Engineering Report (PER)

The Consultant will develop a single PER document for Priority Group 2 outfalls with draft submittals at 30%, 60%, and 90% completion. The PER will include the following seven sections and appendices:

1. Project Planning
2. Existing Facilities
3. Need for Project
4. Alternatives Considered
5. Selection of an Alternative
6. Recommended Project
7. Conclusions

The PER will be developed in phases as field investigation is completed and data becomes available. It is anticipated that sections 1 through 3 will be developed at 30%, section 4 will be developed at 60%, and the remaining section 5 through 7 will

be completed at 90%. Alternatives considered will include alternatives from the “City Stormwater Outfall Assessment Report” as well as up to three alternatives developed by the Consultant per outfall location. Engineering Plans will be developed to approximately 30% design level. Comments received from the City and DEC at the 90% submittal will be incorporated into a Final PER.

Task 260: Environmental Due Diligence Desktop Review (Not in Contract)

Environmental Due Diligence Desktop Review (“Desktop Review”) of the WR11 and IV5 project areas is Not in Contract. Currently, a Desktop Review of the Group 2 areas does not appear to be necessary. A proposal for these services can be provided if required.

Task 270: Meetings

The Consultant will attend four (4) meetings to include the following:

1. Initial meeting with DEC to discuss project scope and funding source.
2. 30% PER planning meeting with the City and DEC.
3. 60% PER planning meeting with the City and DEC.
4. 90% PER planning meeting with the City and DEC.

Monthly coordination meetings for Phases 1, 2, and 3 tasks will occur concurrently and are carried out under Task 350.

Critical Outfall Priority Group 3, Step 1(a): Outfall Assessments and Priority Group 3 Assignment and Conceptual Design

Work under this phase will include the assessment of all approximately 260 stormwater outfalls within the City, developing a risk-based prioritization list from the findings and identifying a third group of critical outfalls needing immediate or midterm repair from the list.

Task 310: Project Initiation and CSWRF Loan Assistance

The Consultant will attend a project kickoff meeting with the City to review project scope, schedule, and budget for Priority Groups 3 tasks. The Consultant will review record information provided by the City of Burlington including Geographic Information System (GIS) electronic data of the outfalls and previous inspection records. The Consultant will also coordinate with the City of Burlington regarding the high priority outfalls. Assistance with obtaining a CWSRF Step 1 Planning Loan will be provided under this task. ~~A project kickoff with the City will occur concurrently with the kickoff under Task 110.~~

Task 320: Updates to Outfall Rating System and GIS Application

The City of Burlington previously completed 22 outfall assessments within the City. The Consultant will evaluate the previously utilized evaluation and rating procedures and in collaboration with the City may recommend additional or alternate evaluation and scoring criteria and/or methodology.

The Consultant is planning to collect field data electronically in order to streamline data management. This will allow the data to be included in the City's geodatabase and allow the inspection forms and pictures to be attached to a particular asset. The Consultant will work with the City of Burlington's GIS group to incorporate applicable criteria. This may include items such as erosion, structural integrity, headwall and outfall condition, pipe material, size, alignment, etc. The Consultant has assumed budget for one in-person meeting to discuss the Outfall Rating System.

The Consultant will submit the draft rating system to the City of Burlington for one round of review and comments. The Consultant will update the rating system accordingly after receiving the City's comments. The Consultant has assumed 5 hours of coordination with the City of Burlington's GIS department to update the GIS Application. It is assumed that all application updates will be completed by the City of Burlington.

Task 330: Outfall On-site Evaluations and Field Data Collection

The City of Burlington has identified 260 City-owned outfalls to evaluate. The Consultant will develop a safety plan, which outlines best practices for safe evaluation of each outfall, and will include but is not limited to: emergency procedures, a protective gear (PPE) and specialized gear/equipment list, potential hazard list, and an outline of daily check-in procedures between field crew and in-office staff. The Consultant will visit the 260 outfalls with one civil engineer and one civil designer to evaluate the following criteria of each outfall:

- › Outfall shape, size, material
- › Headwall/Outfall Condition
- › Outfall Deterioration
- › Structural Condition of Pipe
- › Joints and Seams

- › Footings
- › Apron/scour protection
- › Immediate maintenance items
- › Evidence of scour, debris trapping, or flooding

Field data will be collected in electronic format via a tablet or smartphone in the field. Data will be downloaded directly to the City's GIS geodatabase. The Consultant has assumed 1120 hours for this task which is based on the assumption that an average of 5 outfalls can be visited per day, and 3 hours per field day to prepare for field visits, coordination with the City of Burlington, and follow-on in-office assessment. The Consultant will document each outfall with photographs.

Task 340: Outfall Evaluation Technical Report and Prioritization

The Consultant will prepare an outfall evaluation technical report and prioritization of the approximately 260 city-owned outfalls. This report will:

- › Summarize background information
- › Outline GIS data collection methods
- › Present outfall evaluation findings
- › Outline immediate maintenance items, including CCTV needs
- › Present criteria for prioritization for capital improvements (repairs or replacements)
- › Provide recommendations for capital improvements
- › Provide prioritization of capital improvements

The Consultant will provide the report to the City of Burlington for one round of review and comments. The Consultant will update the report based on the City's comments. The Consultant will provide an electronic copy as the final deliverable. Hard copies are available upon request.

Task 350: Meetings

The Consultant will attend seven meetings total with three Consultant staff members. One meeting with City GIS staff to coordinate use of the City's existing GIS collector software (assumed to be VUEworks, ArcGIS Collector, Survey123, or similar form-centric ArcGIS application), and six monthly status meetings with the City.

Assumptions:

This proposal is based on the following assumptions and limitations:

1. Boundary survey or research not included
2. Traffic and parking control during site investigations and survey is provided by DPW
3. Scope assumes DPW performs all public outreach, neighbor coordination/resolution, and local meeting attendance
4. Oil and Hazardous Materials (“OHM”), soils contamination, and other potential hazard assessments are not included
5. Visual Impact and Aesthetics assessments are not included
6. Cultural, Historical, Traffic, and Archeological assessments or permitting are not included
7. No environmental permitting services will be conducted by the Consultant at this time. A proposal for these services will be provided as part of a future amendment.
8. Permit application fees of any kind are not included
9. Existing utility locations depicted on the drawings will be a compilation of information provided by the Client and surface observable utilities collected during field survey (no SUE, potholing, GPR, or camera work assumed)
10. Geotechnical analysis, design, or retaining wall design are not included, except as described above
11. The Consultant will visit and evaluate a total of 260 city-owned outfalls.
12. The Consultant has not verified the ability to access each outfall. It may take longer to access some outfalls due to restrictions and accordingly the work hour estimate and proposed fee for Task 330 is approximate and based on an assumed evaluation rate of 5 outfalls per work day.
13. The Consultant will be utilizing a previously created field collection data application. The Consultant will recommend updates to the previous application as part of Task 320 and incorporate updates prior to the start of field evaluations.
14. The City of Burlington will provide an electronic version (preferably in Excel) of all field data collected from the prior evaluations.
15. The City of Burlington will be responsible for creating electronic work orders for the 260 outfalls.
16. The Consultant is relying on the accuracy and location of outfalls in the City of Burlington GIS data layers and shall not be liable for utilizing incorrect or inaccurate data.
17. Outfall evaluation may require a CCTV inspection to fully evaluate the condition of the outfall. The number of outfalls that may require a CCTV inspection is currently unknown. CCTV inspection is not included, a proposal for this service can be provided if required. Alternately the City may elect to perform CCTV inspection utilizing City staff and equipment.

Schedule (to be confirmed during task 110):

Milestone Date	Priority Group 1 <i>WR7 (Asset ID TO-0097)</i>	Priority Group 2 <i>WR11 (Asset ID TO-0104) & IV5 (Asset ID TO-0022)</i>	Priority Group 3 (Outfall Assessments)
February 2024	Draft <i>Step 1</i> Planning Agreements, CWSRF Loan Application, DEC Coordination, Conduct Review of Outfall Condition Assessment Tool		
April 2024 (or as weather permits)	<i>Step 1</i> Conduct Site Visit (1) and Gather Additional Field Data		
April 2024 (or as weather permits)	<i>Step 1</i> Update the Risk of Failure and Consequence Condition Assessment	<i>Step 1</i> Conduct Site Visits (2) and Gather Additional Field Data	<i>Step 1</i> Conduct Site Visits to all remaining City Outfalls (260+) and Collect Field Data Utilizing GIS Data Collection
May 2024	<i>Step 1</i> Identify and Conduct Needed Additional Studies (Topographic Surveys, Geotechnical, Wetlands, etc.)	<i>Step 1</i> Update the Risk of Failure and Consequence Condition Assessment	
July 2024	<i>Step 1</i> Develop a Preliminary Engineering Report (PER) making 30%, 60%, 90%, and Final Submittals	<i>Step 1</i> Identify and Conduct Needed Additional Studies (Topographic Surveys, Geotechnical, Wetlands, etc.)	
September 2024	<i>Step 1</i> Prepare an Environmental Information Document (EID) for Categorical Exclusion or Finding of No Significant Impact (FONSI)	<i>Step 1</i> Develop a Preliminary Engineering Report (PER) making 30%, 60%, 90%, and Final Submittals	
October 2024	<i>Step 1</i> - Final PER Complete	<i>Step 1</i> Prepare an Environmental Information Document (EID) for Categorical Exclusion or Finding of No Significant Impact (FONSI)	
November 2024		<i>Step 1</i> - Final PER Complete	<i>Step 1</i> Conduct Risk-Based Prioritization and Identify Critical Outfalls as Priority Group 3

Fee:

The Consultant's Services described in above include salary costs, indirect costs, 10% net fee, 10% subconsultant markup, and direct expenses as described on the attached scoping workbook summary table.

Resolution Relating to

AUTHORIZATION FOR UP TO \$105,000 STEP 1 LOAN
FROM VERMONT CLEAN WATER STATE REVOLVING
FUND FOR PRELIMINARY ENGINEERING OF
STORMWATER OUTFALL (TO-0097) REPAIR

RESOLUTION_____

Sponsor(s): _____
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, the State of Vermont Clean Water State Revolving Fund provides loans for planning and
2 preliminary engineering (Step 1) of municipal wastewater and stormwater system projects; and
3 WHEREAS, the City, as part of its Clean Water Resiliency Plan, has determined the need to evaluate
4 and repair Stormwater outfalls throughout the City to reduce erosion that can result in infrastructure and
5 property damage and the discharge of phosphorus to State waters; and
6 WHEREAS, in order to advance repair of a known high risk outfall (TO-0097) located in the vicinity
7 of 505 Riverside, preliminary engineering efforts are needed (the “Project”); and
8 WHEREAS, the City has followed a competitive qualifications-based procurement process required by
9 the State and selected Vanasse Hangen Brustlin (“VHB”) as the most qualified contractor for this Project; and
10 WHEREAS, the preliminary engineering of the Project is estimated to cost a total amount not to
11 exceed \$105,000 including project contract scope contingency and City staff time which is eligible for
12 reimbursement; and
13 WHEREAS, this Project is eligible for a Step 1 State of Vermont Clean Water State Revolving Fund
14 Loan; and
15 WHEREAS the standard Clean Water State Revolving Loan Fund terms for projects of this type are up
16 to 5 years at 0% interest; and
17 WHEREAS, pursuant to 24 V.S.A. Section 4756(e), the City Council may authorize and incur debt on
18 behalf of the City for preliminary engineering plans and studies without prior voter approval, provided that
19 such debt shall be included in any subsequent public authorization of indebtedness necessary to construct the
20 project for which the planning loans are used; and
21 NOW THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of Public Works,
22 or his designee, to complete the Step 1 Loan Application for Revolving Loan Funds under 24 V.S.A. Chapter
23 120 and to apply to the Vermont Clean Water State Revolving Fund and Vermont Bond Bank (the “Bank”) for
24 the financing of a Loan in a principal amount not to exceed \$105,000 (the “Loan”) subject to final review and
25 approval by the Chief Administrative Officer and City Attorney; and

Resolution Relating to

**AUTHORIZATION FOR UP TO \$105,000 STEP 1 LOAN FROM VERMONT CLEAN WATER
STATE REVOLVING FUND FOR PRELIMINARY ENGINEERING OF STORMWATER
OUTFALL (TO-0097) REPAIR**

26 BE IT FURTHER RESOLVED that the City Council authorizes the Director of Public Works execute
27 an Engineering Services Agreement with VHB for an amount not to exceed \$100,000, and further authorize any
28 future amendments necessary to utilize any contingency reserve for the current project scope, subject to review
29 and approval by the City Attorney's Office; and

30 BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, Chief Administrative
31 Officer, and Banking and Cash Operations Manager, individually or collectively, to execute and deliver: (i) a
32 loan agreement with the Bank to evidence the Loan and the repayment thereof; (ii) one or more bond(s) or
33 promissory note(s) in an aggregate principal amount not to exceed the Loan; (iii) such documents and
34 instruments as the Bank may request in connection with the Loan, in such form and with such terms as they
35 deem necessary and in the City's best interest; and (iv) such other documents and instruments necessary or
36 convenient in connection with the Loan, all subject to the prior review and approval by the City Attorney's
37 Office or Bond Counsel to the City; and

38 BE IT FURTHER RESOLVED that the City Council designates the following City staff member as
39 alternate authorized representatives of the Project with authority to execute administrative or reimbursement
40 documents (and other ancillary documents other than the loan application or loan agreements): Department of
41 Public Works Water Resources Division Director Megan Moir.

Resolution Relating to

AUTHORIZATION FOR UP TO \$95,000 STEP 1 LOAN
FROM VERMONT CLEAN WATER STATE REVOLVING
FUND FOR PRELIMINARY ENGINEERING OF
STORMWATER OUTFALLS (TO-0104 and TO-0022)
REPAIR

RESOLUTION_____

Sponsor(s): _____
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, the State of Vermont Clean Water State Revolving Fund provides loans for planning and
- 2 preliminary engineering (Step 1) of municipal wastewater and stormwater system projects; and
- 3 WHEREAS, the City, as part of its Clean Water Resiliency Plan, has determined the need to evaluate
- 4 and repair Stormwater outfalls throughout the City to reduce erosion that can result in infrastructure and
- 5 property damage and the discharge of phosphorus to State waters; and
- 6 WHEREAS, in order to advance repair of two known high risk outfall locations (TO-0104 and TO-
- 7 0022) located along Riverside Avenue and VT-127 respectively, preliminary engineering efforts are needed
- 8 (the “Project”); and
- 9 WHEREAS, the City has followed a competitive qualifications-based procurement process required by
- 10 the State and selected Vanasse Hangen Brustlin (“VHB”) as the most qualified contractor for this Project; and
- 11 WHEREAS, the preliminary engineering of the Project is estimated to cost a total amount not to
- 12 exceed \$95,000 including project contract scope contingency and City staff time which is eligible for
- 13 reimbursement; and
- 14 WHEREAS, this Project is eligible for a Step 1 State of Vermont Clean Water State Revolving Fund
- 15 Loan; and
- 16 WHEREAS the standard Clean Water State Revolving Loan Fund terms for projects of this type are up
- 17 to 5 years at 0% interest; and
- 18 WHEREAS, pursuant to 24 V.S.A. Section 4756(e), the City Council may authorize and incur debt on
- 19 behalf of the City for preliminary engineering plans and studies without prior voter approval, provided that
- 20 such debt shall be included in any subsequent public authorization of indebtedness necessary to construct the
- 21 project for which the planning loans are used; and
- 22 NOW THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of Public Works,
- 23 or his designee, to complete the Step 1 Loan Application for Revolving Loan Funds under 24 V.SA. Chapter
- 24 120 and to apply to the Vermont Clean Water State Revolving Fund and Vermont Bond Bank (the “Bank”) for

Resolution Relating to

**AUTHORIZATION FOR UP TO \$95,000 STEP 1 LOAN FROM VERMONT CLEAN WATER
STATE REVOLVING FUND FOR PRELIMINARY ENGINEERING OF STORMWATER
OUTFALLS (TO-0104 and TO-0022) REPAIR**

25 the financing of a Loan in a principal amount not to exceed \$95,000 (the “Loan”) subject to final review and
26 approval by the Chief Administrative Officer and City Attorney; and

27 BE IT FURTHER RESOLVED that the City Council authorizes the Director of Public Works execute
28 an Engineering Services Agreement with VHB for an amount not to exceed \$90,000 and further authorize any
29 future amendments necessary to utilize any contingency reserve for the current project scope, subject to review
30 and approval by the City Attorney’s Office; and

31 BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, Chief Administrative
32 Officer, and Banking and Cash Operations Manager, individually or collectively, to execute and deliver: (i) a
33 loan agreement with the Bank to evidence the Loan and the repayment thereof; (ii) one or more bond(s) or
34 promissory note(s) in an aggregate principal amount not to exceed the Loan; (iii) such documents and
35 instruments as the Bank may request in connection with the Loan, in such form and with such terms as they
36 deem necessary and in the City’s best interest; and (iv) such other documents and instruments necessary or
37 convenient in connection with the Loan, all subject to the prior review and approval by the City Attorney’s
38 Office or Bond Counsel to the City; and

39 BE IT FURTHER RESOLVED that the City Council designates the following City staff member as
40 alternate authorized representatives of the Project with authority to execute administrative or reimbursement
41 documents (and other ancillary documents other than the loan application or loan agreements): Department of
42 Public Works Water Resources Division Director Megan Moir.

Resolution Relating to

AUTHORIZATION FOR UP TO \$315,000 STEP 1 LOAN
FROM VERMONT CLEAN WATER STATE REVOLVING
FUND FOR PLANNING OF FUTURE STORMWATER
OUTFALL REPAIRS

RESOLUTION_____

Sponsor(s): _____
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, the State of Vermont Clean Water State Revolving Fund provides loans for planning and
2 preliminary engineering (Step 1) of municipal wastewater and stormwater system projects; and
3 WHEREAS, the City, as part of its Clean Water Resiliency Plan, has determined the need to evaluate
4 and repair Stormwater outfalls throughout the City to reduce erosion that can result in infrastructure and
5 property damage and the discharge of phosphorus to State waters; and
6 WHEREAS, in order to continue the risk based condition assessment of the City’s remaining outfalls
7 and understand the future capital investments needed, planning efforts must be completed (the “Project”); and
8 WHEREAS, the City has followed a competitive qualifications-based procurement process required by
9 the State and selected Vanasse Hangen Brustlin (“VHB”) as the most qualified contractor for this Project; and
10 WHEREAS, the planning of the Project is estimated to cost a total amount not to exceed \$315,000
11 including project contract scope contingency and City staff time which is eligible for reimbursement; and
12 WHEREAS, this Project is eligible for a Step 1 State of Vermont Clean Water State Revolving Fund
13 Loan; and
14 WHEREAS the standard Clean Water State Revolving Loan Fund terms for projects of this type are up
15 to 5 years at 0% interest; and
16 WHEREAS, pursuant to 24 V.S.A. Section 4756(e), the City Council may authorize and incur debt on
17 behalf of the City for preliminary engineering plans and studies without prior voter approval, provided that
18 such debt shall be included in any subsequent public authorization of indebtedness necessary to construct the
19 project for which the planning loans are used; and
20 NOW THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of Public Works,
21 or his designee, to complete the Step 1 Loan Application for Revolving Loan Funds under 24 V.S.A. Chapter
22 120 and to apply to the Vermont Clean Water State Revolving Fund and Vermont Bond Bank (the “Bank”) for
23 the financing of a Loan in a principal amount not to exceed \$315,000 (the “Loan”) subject to final review and
24 approval by the Chief Administrative Officer and City Attorney; and

Resolution Relating to

**AUTHORIZATION FOR UP TO \$315,000 STEP 1 LOAN FROM VERMONT CLEAN WATER
STATE REVOLVING FUND FOR PLANNING OF FUTURE STORMWATER OUTFALL
REPAIRS**

25 BE IT FURTHER RESOLVED that the City Council authorizes the Director of Public Works execute
26 an Engineering Services Agreement with VHB for an amount not to exceed \$300,000, and further authorize any
27 future amendments necessary to utilize any contingency reserve for the current project scope, subject to review
28 and approval by the City Attorney's Office; and

29 BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, Chief Administrative
30 Officer, and Banking and Cash Operations Manager, individually or collectively, to execute and deliver: (i) a
31 loan agreement with the Bank to evidence the Loan and the repayment thereof; (ii) one or more bond(s) or
32 promissory note(s) in an aggregate principal amount not to exceed the Loan; (iii) such documents and
33 instruments as the Bank may request in connection with the Loan, in such form and with such terms as they
34 deem necessary and in the City's best interest; and (iv) such other documents and instruments necessary or
35 convenient in connection with the Loan, all subject to the prior review and approval by the City Attorney's
36 Office or Bond Counsel to the City; and

37 BE IT FURTHER RESOLVED that the City Council designates the following City staff member as
38 alternate authorized representatives of the Project with authority to execute administrative or reimbursement
39 documents (and other ancillary documents other than the loan application or loan agreements): Department of
40 Public Works Water Resources Division Director Megan Moir.

Board of Finance and City Council Submission Checklist

Department: Public Works/ WRD Submitter: Kate Komorowski/ Megan Moir
Clean Water Resiliency Plan – Loan and Contract Authorization for the
Stormwater Outfall Improvements Projects: Preliminary Engineering Phase for Critical
 Title/Subject: Outfall Priority Groups 1 & 2 and Planning and Preliminary Engineering for Group 3

	Approval:	Meeting Date:
☐	Board of Finance	12/4/2023
☐	City Council	12/11/2023
☐	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	11/27/2023	Chapin Spencer
Mayor's Office informed and approved memo	Yes	11/27/2023	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	11/29/2023	PFC (Bond counsel) also reviewed the resolutions on 11/23/23
CAO has reviewed budget, financing, and memo	Yes	11/28/2023	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Yes	Draft scope of work included as Appendix B
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.

Resolution Relating to

AUTHORIZATION FOR UP TO \$315,000 STEP 1 LOAN
FROM VERMONT CLEAN WATER STATE REVOLVING
FUND FOR PLANNING OF FUTURE STORMWATER
OUTFALL REPAIRS

RESOLUTION 7.20

Sponsor(s): Bd. of Finance

Introduced: 12/11/23

Referred to: _____

Action: adopted

Date: 12/11/23

Signed by Mayor: 12/18/23

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, the State of Vermont Clean Water State Revolving Fund provides loans for planning and
2 preliminary engineering (Step 1) of municipal wastewater and stormwater system projects; and

3 WHEREAS, the City, as part of its Clean Water Resiliency Plan, has determined the need to evaluate
4 and repair Stormwater outfalls throughout the City to reduce erosion that can result in infrastructure and
5 property damage and the discharge of phosphorus to State waters; and

6 WHEREAS, in order to continue the risk based condition assessment of the City's remaining outfalls
7 and understand the future capital investments needed, planning efforts must be completed (the "Project"); and

8 WHEREAS, the City has followed a competitive qualifications-based procurement process required by
9 the State and selected Vanasse Hangen Brustlin ("VHB") as the most qualified contractor for this Project; and

10 WHEREAS, the planning of the Project is estimated to cost a total amount not to exceed \$315,000
11 including project contract scope contingency and City staff time which is eligible for reimbursement; and

12 WHEREAS, this Project is eligible for a Step 1 State of Vermont Clean Water State Revolving Fund
13 Loan; and

14 WHEREAS, the standard Clean Water State Revolving Loan Fund terms for projects of this type are
15 up to 5 years at 0% interest; and

16 WHEREAS, pursuant to 24 V.S.A. Section 4756(e), the City Council may authorize and incur debt on
17 behalf of the City for preliminary engineering plans and studies without prior voter approval, provided that
18 such debt shall be included in any subsequent public authorization of indebtedness necessary to construct the
19 project for which the planning loans are used;

20 NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of Public
21 Works, or his designee, to complete the Step 1 Loan Application for Revolving Loan Funds under 24 V.S.A.
22 Chapter 120 and to apply to the Vermont Clean Water State Revolving Fund and Vermont Bond Bank (the
23 "Bank") for the financing of a Loan in a principal amount not to exceed \$315,000 (the "Loan") subject to final
24 review and approval by the Chief Administrative Officer and City Attorney; and

* * * * *

DISTRIBUTION:

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

ORIGINAL

RESOLUTION RELATING TO

.....
.....
.....

Adopted by the City Council

....., 20

..... Clerk

Approved....., 20

..... Mayor

Vol. Page

* * * * *

AUTHORIZATION FOR UP TO \$315,000 STEP 1 LOAN FROM VERMONT
CLEAN WATER STATE REVOLVING FUND FOR PLANNING OF
FUTURE STORMWATER OUTFALL REPAIRS

BE IT FURTHER RESOLVED that the City Council authorizes the Director of Public Works execute an Engineering Services Agreement with VHB for an amount not to exceed \$300,000, and further authorize any future amendments necessary to utilize any contingency reserve for the current project scope, subject to review and approval by the City Attorney's Office; and

BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, Chief Administrative Officer, and Banking and Cash Operations Manager, individually or collectively, to execute and deliver: (i) a loan agreement with the Bank to evidence the Loan and the repayment thereof; (ii) one or more bond(s) or promissory note(s) in an aggregate principal amount not to exceed the Loan; (iii) such documents and instruments as the Bank may request in connection with the Loan, in such form and with such terms as they deem necessary and in the City's best interest; and (iv) such other documents and instruments necessary or convenient in connection with the Loan, all subject to the prior review and approval by the City Attorney's Office or Bond Counsel to the City; and

BE IT FURTHER RESOLVED that the City Council designates the following City staff member as alternate authorized representatives of the Project with authority to execute administrative or reimbursement documents (and other ancillary documents other than the loan application or loan agreements): Department of Public Works Water Resources Division Director Megan Moir.

* * * * *

DISTRIBUTION:

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

DPW - Water Resources

ORIGINAL

RESOLUTION RELATING TO

Authorization For Up To \$315,000 Step 1 Loan From Vermont Clean Water State
Revolving Fund For Planning Of Future Stormwater Outfall Repairs

Adopted by the City Council

December 11, 2023

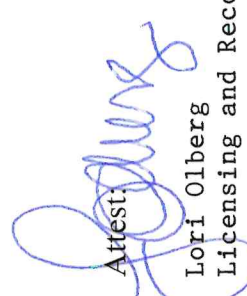
 Clerk

Approved December 18, 2023

 Mayor

Vol. Page

Attest:


Lori Olberg
Licensing and Records Coordinator

* * * * *

Resolution Relating to

RELEASE OF CERTAIN GLEBE AND PERPETUAL
LEASE-LAND INTERESTS AND REVISION OF THE CITY
OF BURLINGTON PERPETUAL LEASE LAND
INTERESTS LIST

RESOLUTION_____

Sponsor(s): Councilor Traverse
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, on December 7, 2020, the City Council adopted a City of Burlington Retained Perpetual Lease Interests List (hereafter Retained Interests List) pursuant to Act 152 (codified in 24 V.S.A. 2409); and

WHEREAS, the City Council requested that if City staff identified properties on the Retained Interests List as appropriate for release in the future—for example, because outstanding issues are resolved,—those properties should be brought forward to the Council and the Retained Interests List should be updated; and

WHEREAS, City staff have identified a number of properties that are appropriate for release since the last release in July, 2023;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby releases the glebe/perpetual leased land interests it may have in the following City of Burlington properties pursuant to 24 V.S.A. §2401 and requests that the City of Burlington Retained Perpetual Lease Interests List be revised accordingly:

- 115 Birch Court (Tax ID 024-4-132-000)
- 46 Chittenden Drive (Tax ID 054-1-121-000)
- 12 Grey Meadow Drive (Tax ID 027-3-104-001)
- 3057 North Avenue (Tax ID 021-2-049-000)

CITY OF BURLINGTON RETAINED F PERPETUAL LEASE LAND INTERESTS

LIST Last Revised 12-6-23*

PropertyRSN	PIN	TaxID	Property Type	Assessor Use	Address	Address Numeric	Street	Street Type	Owner List
	313278722004	044-4-033-000	Land and Building	C	130	130	Bank	ST	BTC Mall Associates, LLC
536	301961736648	024-1-002-000	Land and Building	R1	36	36	Barley	RD	Matthew J. Bombard Emily K Bombard
768	302140736242	024-2-009-000	Land and Building	R1	77	77	Barley	RD	Ugljesa Vujanovic Draginja Vujanovic
7156	312422721841	049-1-143-001	Land and Building	C	60	60	Battery	ST	Diamond Rock Burlington Owner LLC
809	303377735322	024-2-052-000	Land and Building	R1	41	41	Birch	CT	Huy Vo
806	303452735586	024-2-049-000	Land and Building	R1	64	64	Birch	CT	Phet Sayamouangkhoa Bouavanh Sayamouangkhoa
1067	303515735610	024-4-001-000	Land and Building	R1	70	70	Birch	CT	Janice L Lovejoy
12228	303595735701	024-4-003-000	Land	RL	82	82	Birch	CT	Champlain Housing Trust Inc.
1073	303811735694	024-4-009-000	Land and Building	R1	99	99	Birch	CT	Joseph R. Guay Wendy M. Guay
1072	303841735726	024-4-008-000	Land	RL	105	105	Birch	CT	Champlain Housing Trust Inc.
1186	303921735755	024-4-133-000	Land and Building	R1	111	111	Birch	CT	Michael F. McGarghan Kelly J McGarghan
1174	304108736082	024-4-120-000	Land and Building	R1	128	128	Birch	CT	Robert J Larue Marjorie W Larue
1175	304175736141	024-4-121-000	Land and Building	R1	132	132	Birch	CT	Ganja S. Pradhan Leela K. Pradhan
1178	304397736312	024-4-124-000	Land and Building	R1	144	144	Birch	CT	Nadia A. Mitchell Alexander V Mitchell
8554	314400717640	053-3-195-000	Land and Building	R1	20	20	Caroline	ST	Carolyn Lamoreaux Bates Revocable Trust
8500	314463717393	053-3-140-000	Land and Building	R2	65	65	Catherine	ST	Ruby L. Thibault Jed H Thibault Aurelien G. Thibault
8498	314560717370	053-3-138-000	Land and Building	R1	75-77	75	Catherine	ST	Bruce W. Bierbaum Kari Lynn Bierbaum
8497	314614717427	053-3-137-000	Land and Building	R3	83	83	Catherine	ST	Hugo Martinez-Cazon Keith S Levenson
818	303247735059	024-2-063-000	Land and Building	R1	14	14	Cayuga	CT	Cynthia B. Button Jon B. Button
826	303382734959	024-2-071-000	Land and Building	R1	17	17	Cayuga	CT	Scott S. Smith Stacey R. Smith
821	303375735162	024-2-066-000	Land and Building	R1	30	30	Cayuga	CT	Mary Logan Lockwood
823	303452735227	024-2-068-000	Land and Building	R1	40	40	Cayuga	CT	Mark P. Moye and Joyce Ann Howard Trust
1083	303587735324	024-4-019-000	Land and Building	R1	56	56	Cayuga	CT	Theresa M. Lacroix
1084	303613735368	024-4-020-000	Land and Building	R1	62	62	Cayuga	CT	Jessie Cassidy
1109	303757735252	024-4-050-000	Land and Building	R1	65	65	Cayuga	CT	Kevin Healy Arlene Healy
1107	303858735329	024-4-048-000	Land and Building	R1	75	75	Cayuga	CT	Burns Wilson Dartt III Francoise Magdalena Dartt
1105	303936735400	024-4-046-000	Land and Building	R1	81	81	Cayuga	CT	Jeffrey S Clements Lynne C. Clements
1103	304024735477	024-4-044-000	Land and Building	R1	101	101	Cayuga	CT	James F. Burt Vera Burt
1092	304083735699	024-4-028-000	Land and Building	R1	120	120	Cayuga	CT	Charles Eric Nichols Anne Williams
1098	304336735722	024-4-038-000	Land and Building	R1	129	129	Cayuga	CT	Jeffrey Desautels Tina Desautels
4860	312379722389	044-2-004-000	Land and Building	E	2	2	Cherry	ST	Epicopalian Diocese of Vermont
5329	313344722058	044-4-033-000	Land and Building	CL	75	75	Cherry	ST	BTC Mall Associates, LLC
762	302209736468	024-2-003-000	Land and Building	R1	9	9	Clover	LN	Thanh Dang Son Tran
543	302189736725	024-1-009-000	Land and Building	R1	37	37	Clover	LN	Christine M. Thompson
542	302183736792	024-1-008-000	Land and Building	R1	45	45	Clover	LN	Timothy D. Thayer Debra Anne Thayer
4424	311724721578	043-4-001-000	Land	E	2-Jan	2	College	ST	City of Burlington - Parks Dept.
2361	302490731951	028-2-220-000	Composite	EL	8	8	College	ST	City Of Burlington - Department of Public Works
6994	311877721538	049-1-085-000	Land	EL	10	10	College	ST	City of Burlington
838	302344735027	024-2-088-000	Land and Building	R1	50	50	Cottage	GRV	Griffin Wert Joanna Wert
1936	302075734844	028-1-007-000	Land and Building	R1	80	80	Cottage	GRV	Marc Valin
1934	301926734747	028-1-004-000	Land and Building	R2	98	98	Cottage	GRV	Elmira Aliyev
1675	301706734578	027-3-058-000	Land and Building	R1	128	128	Cottage	GRV	Susan Flanders Hoxie
1674	301656734537	027-3-057-000	Land and Building	R1	134	134	Cottage	GRV	Raymond F Benoit Jr
1668	301388734295	027-3-051-000	Land and Building	R1	170	170	Cottage	GRV	James Douglas Daigle
2050	303032734650	028-1-126-000	Land and Building	R1	22	22	Cross	PKWY	Roberta P. Proulx Kelli P. LaPlant Jennifer P. Tremblay Joanne P. Ihlefeld
2048	302922734562	028-1-124-000	Land and Building	R1	38	38	Cross	PKWY	Patrica A. Heavner Christine A. Heavner Vicki L Cody
2039	302426734175	028-1-115-000	Land and Building	R1	102	102	Cross	PKWY	S. Brown Richardson Jane D. Richardson
2038	302400734124	028-1-114-000	Land and Building	R1	108	108	Cross	PKWY	Elizabeth H. Burns Alan Gladstone
2037	302315734089	028-1-113-000	Land and Building	R1	116	116	Cross	PKWY	Jasmin Pobric Gordana Pobric
2035	302197734005	028-1-111-000	Land and Building	R1	130	130	Cross	PKWY	Paul Held Susan Held
1457	300018734177	027-1-010-000	Land and Building	R1	34	34	Curtis	AVE	Tara Sullivan Brian J. Sullivan

1468	299891734057	027-1-021-000	Land and Building	R1	35	35	Curtis	AVE	George W. Buker Laurie A Buker
1467	299928734018	027-1-020-000	Land and Building	R1	43	43	Curtis	AVE	Paul E Sumner Jr Laura L. Sumner
1799	300335733791	027-3-164-000	Land and Building	R1	86	86	Curtis	AVE	Fred C Forehand Cynthia J Forehand
1800	300214733553	027-3-172-000	Land and Building	R1	121	121	Curtis	AVE	Debra Holonitch
1485	300308733403	027-3-170-000	Land and Building	R1	124	124	Curtis	AVE	Hans H. Heikel Kathryn W. Heikel
1486	300245733355	027-3-171-000	Land and Building	R1	130	130	Curtis	AVE	Travis M. Clairmont Gregory P. Clairmont
1487	300144733512	027-1-038-000	Land and Building	R1	135	135	Curtis	AVE	Jacqueline A. Dame Firley David S. Firley, Jr.
1481	300071733336	027-1-039-000	Land and Building	R2	148-150	148	Curtis	AVE	Peter D. Hayes Brian W. Hayes
1480	300013733408	027-1-040-000	Land and Building	R1	156	156	Curtis	AVE	Joshua Perrin
1479	299950733765	027-1-034-000	Land and Building	R1	187	187	Curtis	AVE	Kendrick J. Forguites
1497	299865733875	027-1-032-000	Land and Building	R2	201	201	Curtis	AVE	BPAWG, LLC
1498	299708733787	027-1-047-000	Land and Building	R1	206	206	Curtis	AVE	John P Gipson Carolyn R Gipson
147	299532734008	027-1-051-000	Land and Building	R2	232-234	232	Curtis	AVE	Francois Nsibienakou Nyame Nti A. Nsibienakou-Fawoho
12335	299647739370	021-2-046-000	Land and Building	R1	4	4	Derway	DR	Elizabeth V. O'Kane Kelly J Boudreau
1095	299541739169	021-2-080-000	Land and Building	R2	21-23	21	Derway	DR	Casey J. D. Lyon Maho Takahashi
34	299096739540	021-2-061-000	Condo Land	RA	95	95	Derway	DR	Larkin Realty
35	304264735867	024-4-034-000	Land and Building	R1	14	14	Dorset	LN	Mary E. Barr
13	298394739590	020-4-002-000	Land and Building	R1	93	93	Elbow	ST	2751 North Miami Avenue LLC
372	298411739635	020-4-003-000	Land and Building	R1	95	95	Elbow	ST	2751 North Miami Avenue LLC
376	298305739917	020-3-004-000	Land	RL	107	107	Elbow	ST	Anthony Pellegrino Eva M. Pellegrino
4975	300926737766	023-3-068-000	Land and Building	R1	32	32	Forest	ST	Elizabeth S. Wood
1968	301176737941	023-3-072-000	Land and Building	R1	66	66	Forest	ST	Raul Perez Kathleen Perez
1999	313148722869	044-2-117-000	Land and Building	R1	23	23	George	ST	Rachel Green
1989	302740734591	028-1-041-000	Land and Building	R1	45	45	Green Acres	DR	Rebecca Marie Roy Mark Edward Montalban
1980	302613734726	028-1-073-000	Land and Building	R1	46	46	Green Acres	DR	Lauren Weiner
1982	302067734294	028-1-063-000	Land and Building	R1	116	116	Green Acres	DR	Francis Bourgeois
1659	302075734077	028-1-053-000	Land and Building	R1	129	129	Green Acres	DR	Allison Curran
1707	301791734404	027-3-042-000	Land and Building	R1	176	176	Green Acres	DR	Antonia W Simpson Robert V Simpson
1711	301467735094	027-3-104-005	Land and Building	R1	5	5	Grey Meadow	DR	Jeffrey P Gendron Kathleen B Gendron
1706	301314735234	027-3-104-002	Land and Building	R1	6	6	Grey Meadow	DR	Tyce C. Foltz Kara S. Foltz
1713	301405735041	027-3-104-006	Land and Building	R1	7	7	Grey Meadow	DR	Nelson R Vargas Susan E Beil
1739	301294734953	027-3-104-008	Land and Building	R1	15	15	Grey Meadow	DR	Scott T Fusare Dagmar Zentrichova
1737	301235734904	027-3-104-009	Land and Building	R1	21	21	Grey Meadow	DR	James J. Chagnon Lita M Chagnon
1735	301064735046	027-3-104-034	Land and Building	R1	24	24	Grey Meadow	DR	Arthur J. Dusablon Barbara Dusablon
1720	300940734955	027-3-104-032	Land and Building	R1	32	32	Grey Meadow	DR	Nathan S. Strules
1731	300815734862	027-3-104-030	Land and Building	R1	38	38	Grey Meadow	DR	Bernard V. Bora Denise C Bora
1728	300878734637	027-3-104-015	Land and Building	R1	41	41	Grey Meadow	DR	Jessica Hook Scott Hook
1724	300572734602	027-3-104-026	Land and Building	R1	56	56	Grey Meadow	DR	Sanford W. Phillips Stephanie L. Phillips
1722	300742734398	027-3-104-023	Land and Building	R1	62	62	Grey Meadow	DR	Victor Menard Tami Menard
302	300958734144	027-3-104-019	Land and Building	R1	70	70	Grey Meadow	DR	Matthew J. Robbie Jennifer L. Heiny
67	301064734018	027-3-104-017	Land and Building	R1	74	74	Grey Meadow	DR	Catherine C. Wheeler Trust
73	299876738164	023-1-014-000	Land and Building	R1	21	21	Hardy	AVE	Lawrence A. Tulkop Lisa M. Tulkop
74	299829738223	021-2-001-000	Land and Building	R1	29	29	Hardy	AVE	Patra S Vail
75	299647738606	021-2-007-000	Land and Building	R1	71	71	Hardy	AVE	Richard E. Dion Faith B. Dion
77	299622738667	021-2-008-000	Land and Building	R1	77	77	Hardy	AVE	Philip Hinckley Rosalie A. Covey
79	299594738740	021-2-009-000	Land and Building	R1	85	85	Hardy	AVE	Katherine Schumpf Douglas J Schumpf
8426	299530738887	021-2-011-000	Land and Building	R1	101	101	Hardy	AVE	Robert K Young Janice Young
8425	299630739037	021-2-013-000	Land and Building	R1	112	112	Hardy	AVE	Lawrence L. Blanchard Judie A. Kreamer
8383	314404717736	053-3-067-000	Land and Building	R3	117-119	117	Howard	ST	117-119 Howard Street LLC
3617	314463717730	053-3-066-000	Land and Building	R1	121	121	Howard	ST	Jeffrey G. Schneider Michelle C. Keegan
3549	314877717755	053-3-025-000	Land and Building	R1	153	153	Howard	ST	Andrea Gray
9016	307471727364	037-3-005-000	Land and Building	E	60	60	Institute	RD	City of Burlington - Parks Dept.
4948	308628728125	034-2-001-000	Land and Building	EL	75	75	Institute	RD	City of Burlington School Dept.
12168	315714716402	054-2-087-000	Land and Building	R1	9	9	Iranistan	RD	Karl W. Doerner Judith M. Doerner
4859	312926723089	044-2-090-000	Land and Building	RA	7-Jan	1	Johnson	ST	Beverly O'Free Rooney Richard A. Rooney

7196	312027721599	049-1-086-000	Land and Building	C	60	60	Lake	ST	Lake And College LLC
9011	311913721837	044-2-003-000	Land and Building	C	86	86	Lake	ST	Lake Street Associates Inc
9013	312327719230	049-2-039-000	Land and Building	E	101	101	Lavalley	LN	State of Vermont Building & General Services Dept. Vermont State Agency of T
9014	315258716371	054-2-082-000	Land and Building	R1	16	16	Ledge	RD	L. Josette Noll
8580	315555716481	054-2-084-000	Land and Building	R1	50	50	Ledge	RD	Brett E. Mancini Seana Coughlin Mancini
8579	315639716371	054-2-085-000	Land and Building	R1	56-58	56	Ledge	RD	Catherine A. C. MacLachlan Trust
8575	314728717088	053-3-221-000	Land and Building	R1	38	38	Ledgemere	ST	Ila A. Abramson Joseph A. Bluestein
8576	314724717147	053-3-220-000	Land and Building	R1	44	44	Ledgemere	ST	Margaret E Joyal
8577	314578717211	053-3-216-000	Land and Building	R1	49	49	Ledgemere	ST	Austin D. Sumner Jennifer C. Sumner
832	314576717268	053-3-217-000	Land and Building	R1	55	55	Ledgemere	ST	Kevin S Cundiff Charles D. Kopplin
842	314723717268	053-3-218-000	Land and Building	R1	56	56	Ledgemere	ST	Gretchen E. Hogan Brendan P. Hogan
833	302688735119	024-2-078-000	Land and Building	R1	17	17	Loaldo	DR	Eric Gulfield
841	302581735213	024-2-096-000	Land and Building	R1	18	18	Loaldo	DR	Richard H. Yee, Jr. Mary B. Harkin
840	302647735072	024-2-079-000	Land and Building	R1	23	23	Loaldo	DR	Thomas R Carr
1963	302484735139	024-2-094-000	Land and Building	R1	32	32	Loaldo	DR	Gabriel Courage Holly Courage
1962	302377735178	024-2-092-000	Land and Building	R1	36	36	Loaldo	DR	Kenneth A Hebert Christine A. Hebert
1960	302527734886	028-1-036-000	Land and Building	R1	51	51	Loaldo	DR	Leo P. Campbell M. Eileen Campbell
1959	302521734809	028-1-035-000	Land and Building	R1	57	57	Loaldo	DR	Martha J Ledoux Robert E. Ledoux
1958	302425734726	028-1-033-000	Land and Building	R2	69	69	Loaldo	DR	Patricia Anne Hollinger
1943	302376734687	028-1-032-000	Land and Building	R1	75	75	Loaldo	DR	Harvey Family Revocable Trust
1954	302333734649	028-1-031-000	Land and Building	R1	81	81	Loaldo	DR	William A. Carlson
1953	302203734748	028-1-014-000	Land and Building	R1	84	84	Loaldo	DR	Alan LeBlanc
1950	302142734498	028-1-027-000	Land and Building	R1	105	105	Loaldo	DR	Sherri L McCoy
7198	302097734461	028-1-026-000	Land and Building	R1	111	111	Loaldo	DR	Kathryn A. Newton
8583	312070720020	049-2-041-000	Land and Building	E	1	1	Maple	ST	City of Burlington - Parks Dept.
693	313297720085	049-2-001-000	Land and Building	RA	113	113	Maple	ST	Maple Street Properties, LLC
967	314811716959	053-3-224-000	Land and Building	R1	16	16	Marian	ST	Jane Merola McKenzie
964	303439736520	024-1-116-000	Land and Building	R1	4	4	Meridian	ST	Darby Shaw Joseph Shaw
4920	303607736669	024-3-026-000	Land and Building	R1	28	28	Meridian	ST	Mustafa Jusupovic Amira Jusupovic
4928	303790736812	024-3-023-000	Land and Building	R1	50	50	Meridian	ST	O'Dell Walker
3619	312865723126	044-2-062-000	Land and Building	RA	58-64	58	Monroe	ST	Marijos Properties
2004	312876722913	044-2-070-000	Land and Building	R4	61-63	61	Monroe	ST	Carl F. Albarelli
827	308917726980	038-1-002-000	Cemetery	E	455	455	North	AVE	Burlington City Cemetery Dept. Lake View Cemetery
814	303250734902	028-1-078-000	Land and Building	R1	1464	1464	North	AVE	Migmar Dolma
830	303068734920	024-2-072-000	Land and Building	R2	1477	1477	North	AVE	John Whitehouse Revocable Trust
899	303097735140	024-2-058-000	Land and Building	R1	1490	1490	North	AVE	Sharon L. Fosbrook
831	302757734982	024-2-075-000	Land and Building	RA	1501	1501	North	AVE	Salamin Handy Mountaha Handy
848	302760735193	024-2-077-000	Land and Building	R1	1519	1519	North	AVE	Elizabeth Jane Fitzpatrick
792	302609735366	024-2-100-000	Land and Building	C	1541	1541	North	AVE	Thunderbolt Garage LLC
791	302538735400	024-2-102-000	Land	RL	1547	1547	North	AVE	Jolley Associates
849	302768735578	024-2-034-000	Land and Building	C	1548	1548	North	AVE	Litwhiler Enterprises Inc.
789	303094735926	024-2-033-000	Rental Land	E	1554	1554	North	AVE	BHA Franklin Square
869	302504735476	024-2-103-000	Land and Building	C	1555	1555	North	AVE	Jolley Associates
870	302612735734	024-2-030-000	Rental Land	E	1562	1562	North	AVE	Burlington Housing Authority
786	302372735591	024-2-127-000	Land and Building	C	1563	1563	North	AVE	Sisters & Brothers Investment Group, LLP
885	302280735657	024-2-128-000	Land and Building	R2	1571	1571	North	AVE	Lisa McLamb
783	302362735872	024-2-027-000	Land and Building	R1	1586	1586	North	AVE	Pauline R. Grogan Wanda L. Grogan Kevin L. Grogan
12273	302163735806	024-2-143-000	Land and Building	R1	1595	1595	North	AVE	John R Fisher Kathleen C. Fisher
779	302235735997	024-2-024-000	Land and Building	R1	1604	1604	North	AVE	Ginger J. Santor
778	302193736040	024-2-023-000	Land	RL	1610	1610	North	AVE	Champlain Housing Trust Inc.
511	302070736171	024-2-020-000	Land and Building	R1	1628	1628	North	AVE	Mary Lariviere
775	302029736215	024-2-019-000	Land and Building	R1	1634	1634	North	AVE	Simone M. Felty
529	301474736078	023-4-038-000	Land and Building	E	1645	1645	North	AVE	City of Burlington School Dept.
528	301904736343	024-2-016-000	Land and Building	R1	1652	1652	North	AVE	Hien Nguyen Phuong Chung
369	301761736459	023-4-056-000	Land and Building	R1	1670	1670	North	AVE	Francis J Fagga Jr Anne G Fagga

354	301722736500	023-4-055-000	Land and Building	R1	1676	1676	North	AVE	Terrence G. Moore Carol J. Moore
368	300740737598	023-3-065-000	Land and Building	R1	1922	1922	North	AVE	Elizabeth S. Lewis
353	300361737619	023-3-049-000	Land and Building	RA	1925	1925	North	AVE	New Northgate Housing, LLC
366	300696737649	023-3-064-000	Land and Building	R1	1928	1928	North	AVE	Kenneth Gokey
362	300549737529	023-3-048-000	Land and Building	R1	1929	1929	North	AVE	Leah A. Oklan Ezra Oklan
360	300604737753	023-3-062-000	Land and Building	R1	1942	1942	North	AVE	Denny Lee Johnson Christine H. Johnson
359	300537737842	023-3-057-000	Land and Building	R1	1954	1954	North	AVE	Brent Huff Nicole Huff
93	300462737951	023-3-055-000	Land and Building	R1	1968	1968	North	AVE	Edmund Parent Judy Parent
123	300432738027	023-3-054-000	Land and Building	R1	1976	1976	North	AVE	Jeannine Kneeland
122	300154738202	021-2-027-000	Land and Building	R1	2007	2007	North	AVE	Michael L. Bessette Arline S Bessette
99	300168738517	021-2-058-000	Land and Building	R1	2040	2040	North	AVE	Amylynn Streeter David H. Streeter
121	300154738592	021-2-057-000	Land and Building	R1	2044	2044	North	AVE	Rama Lakshmi Courcy Charles P. Courcy
101	299972738571	021-2-033-000	Land and Building	R1	2047	2047	North	AVE	Thomas M Leclair Jody A Leclair
118	300132738657	021-2-056-000	Land and Building	R1	2048	2048	North	AVE	Robert Lapointe
103	299905738701	021-2-035-000	Land and Building	R1	2061	2061	North	AVE	Gary D. Dion Linda D. Dion
114	300064738860	021-2-053-000	Land and Building	R1	2070	2070	North	AVE	Alfred Cyr III Cherie K Cyr
64	299852738831	021-2-037-000	Land and Building	R1	2075	2075	North	AVE	Tory-Ann Torres Luis Torres
143	298505739683	021-2-067-000	Land	RL	3127	3127	North	AVE	Thomas Furland Karen Furland
11	298595739779	021-2-065-000	Land and Building	R1	3130	3130	North	AVE	P Maria Spadanuda
41	298501739747	021-2-066-000	Land	RL	3135	3135	North	AVE	2751 North Miami Avenue LLC
25	298438739892	020-3-001-000	Land and Building	R1	3139	3139	North	AVE	Sandra A Labombard Todd M Labombard
22	298528739922	021-1-002-000	Land and Building	ML	3140	3140	North	AVE	Todd M Labombard Tina M. Tofani Irena H Labombard
4702	298469740063	020-3-019-000	Land and Building	R1	3152	3152	North	AVE	Tor D. Bortz Lorena K. Bortz
4701	298378740302	020-3-015-000	Land and Building	R1	3174	3174	North	AVE	Treehouse Garage LLC
4700	312299724080	044-1-255-000	Land and Building	R2	87	87	North	ST	PHE, INC
4699	312335724076	044-1-254-000	Land and Building	E	89	89	North	ST	Burlington Emergency Shelter Inc
32	312380724053	044-1-253-000	Land and Building	CR	93-97	93	North	ST	Melissa B. Lafayette
4877	312464724115	044-1-252-000	Land and Building	R4	101-103	101	North	ST	J. Stuart McGowan Joan H. Watson
4776	298293740997	020-3-029-000	Land	EL	0	0	North Avenue	EXT	City of Burlington - Parks Dept.
4782	312713722677	044-2-019-000	Rental Land and Building	E	20-Oct	10	North Champlain	ST	Burlington Housing Authority
59	312439723683	044-1-310-000	Land and Building	CR	99	99	North Champlain	ST	Erkson Real Estate LLC
60	312478723958	044-1-316-000	Land and Building	R1	125	125	North Champlain	ST	Martha J. Caswell Seth Wolcott-MacCausland
61	298854740073	021-1-027-000	Land and Building	R1	40	40	North Cove	RD	Robert Bristow-Johnson Phyllis Bristow-Johnson
12123	298848740167	021-1-030-000	Land and Building	R2	50	50	North Cove	RD	Chad E Dewyea
53	298852740449	021-1-031-000	Land	RL	52	52	North Cove	RD	Timothy A. Muir Frances D. Muir
50	298633740466	021-1-019-000	Land and Building	ML	94	94	North Cove	RD	Edward R. Peters Jr. Theresa Leona Peters Kathy Peters Cindy Hamel Sand
461	298509740501	000-0-000-000	Land	X	99	99	North Cove	RD	Guy L. Southwell
1618	298528740719	021-1-014-000	Land and Building	R1	110	110	North Cove	RD	Karen Warren Susan R. Tippet
2085	300949737976	023-3-160-001	Land and Building	R1	67	67	North View	DR	David C Francis Donna Powell
1656	301769733600	027-3-001-000	Land and Building	R1	49	49	Oakland	TER	Dagnija Neimane
4900	301950733803	028-1-165-000	Land and Building	R1	50	50	Oakland	TER	George H Cootey Gail M Cootey
4753	301788733928	027-3-039-000	Land and Building	R1	74	74	Oakland	TER	Joanne Kalisz
4747	312264723375	044-2-043-000	Land and Building	R1	66	66	Park	ST	Malcolm M. Sanders
4745	312288723481	044-1-307-000	Land and Building	R2	76	76	Park	ST	James Design Build (John J. Burns)
4744	312278723743	044-1-301-000	Land and Building	RA	102	102	Park	ST	102 Park Street LLC
12282	312268723841	044-1-299-000	Land and Building	R1	112	112	Park	ST	Stephen Smith Carmen Smith
12283	312265723882	044-1-298-000	Land and Building	R2	116	116	Park	ST	Adam H. Holmes
4878	312267723949	044-1-296-000	Land	RL	124	124	Park	ST	Champlain Housing Trust Inc.
4879	312262723992	044-1-295-000	Land	RL	128	128	Park	ST	Champlain Housing Trust Inc.
4881	312963722733	044-2-021-000	Land and Building	CR	68	68	Pearl	ST	68 Pearl Street LLC
4942	313046722741	044-2-022-000	Land	EL	70	70	Pearl	ST	City Of Burlington - Department of Public Works
12732	313106722710	044-2-023-000	Rental Land and Building	CR	80-90	80	Pearl	ST	Josephine Bernardini Bove Richard J. Bove Jr.
7166	312857723305	044-2-084-000	Land and Building	R2	21	21	Peru	ST	BPJS Management LLC
7168	313163721587	049-1-125-000	Condo Land and Building	CC	84	84	Pine	ST	84 Pine Street Association
7169	313229719975	049-2-007-000	Land and Building	R2	220	220	Pine	ST	Nicholas S. Papaseraphim Deanna Papaseraphim

7171	313222719880	049-2-009-000	Land and Building	R3	230	230	Pine	ST	Chris Khamnei
892	313233719823	049-2-010-000	Land and Building	R1	234	234	Pine	ST	Diana L Doll
893	313253719593	049-2-013-000	Land and Building	C	266	266	Pine	ST	Pine Properties LLC
546	302324736305	024-2-150-000	Land and Building	R1	68	68	Plattsburg	AVE	Mariah Ogden
547	302314736369	024-2-151-000	Land and Building	R1	76	76	Plattsburg	AVE	Abi N. Chamlagi Mon M. Chamlagai
548	302301736570	024-1-012-000	Land and Building	R1	94	94	Plattsburg	AVE	Katherine B. Janson
1788	302293736626	024-1-013-000	Land and Building	R1	100	100	Plattsburg	AVE	Michael E. Cornell Mary E. Cornell
1744	302288736683	024-1-014-000	Land and Building	R1	104	104	Plattsburg	AVE	Kristina Wood Tyler Rouille
1787	300280734501	027-3-159-000	Land and Building	R1	21	21	Pleasant	AVE	Merima Elkaz
1784	300386734578	027-3-109-000	Land and Building	R1	22	22	Pleasant	AVE	Maureen K. Linsenmeir
1781	300336734438	027-3-158-000	Land and Building	R1	29	29	Pleasant	AVE	Margaret B Bombard Stephen Hadeka
1751	300502734240	027-3-154-000	Land and Building	R1	55	55	Pleasant	AVE	Boris Katsnelson Marina Katsnelson
1778	300762734134	027-3-117-000	Land and Building	R1	80	80	Pleasant	AVE	David P Devoid Jacqueline C. Devoid
1761	300699733692	027-3-124-000	Land and Building	R1	134	134	Pleasant	AVE	Cynthia A Warwick Jason F. Seiler
1766	300523733869	027-3-127-000	Land and Building	R1	156	156	Pleasant	AVE	Thomas O. Ross Mary M. Ross
1771	300389734256	027-3-140-000	Land and Building	R1	195	195	Pleasant	AVE	Meghan Fay-Mccaffrey Liam P Mccaffrey
288	300267734171	027-3-133-000	Land and Building	R1	198	198	Pleasant	AVE	Deborah L. Clemons
7227	300334734323	027-3-139-000	Land and Building	R1	203	203	Pleasant	AVE	Richard W. Hanzel Trust (Richard W. Hanzel)
7563	300444738520	021-4-001-000	Land and Building	R1	40	40	River View	DR	Karen J Anderson
7562	313396721479	049-3-017-000	Land and Building	C	95	95	Saint Paul	ST	Investors Corporation of Vermont
8403	313439719772	049-4-045-000	Land	RL	237-241	237	Saint Paul	ST	Stephen W. Conant Margaret C. Conant
8401	313497719645	049-4-044-000	Land and Building	C	249	249	Saint Paul	ST	Carrie Ann Rockwood Todd M. Rockwood
8400	314532717779	053-3-044-000	Land and Building	CR	463-465	463	Saint Paul	ST	Alan R. Longe Pamela B. Longe
8386	314572717680	053-3-042-000	Land and Building	RA	469	469	Saint Paul	ST	Gisele J. Fontaine Family Trust (Gisele J. Fontaine)
8397	314606717643	053-3-041-000	Land and Building	R3	475-477	475	Saint Paul	ST	Yee Properties LLC
8391	314805717706	053-3-027-000	Land and Building	R4	484-486	484	Saint Paul	ST	Four Eighty Four St Paul St, LLC
8395	314700717391	053-3-038-000	Land and Building	R3	507	507	Saint Paul	ST	Amanda H. Goossen Daniel Goossen
8755	314973717440	053-3-032-000	Land and Building	R1	516	516	Saint Paul	ST	Mathew Viens Johnnie McLaughlin
8392	314811717342	053-3-036-000	Land and Building	R1	517	517	Saint Paul	ST	Bryan A. Mihok
8754	314880717150	053-3-033-000	Land and Building	R1	539	539	Saint Paul	ST	David M. Buffington Meriedith A. Coeyman
8841	315081717216	054-1-004-000	Land and Building	R3	540	540	Saint Paul	ST	LBC 515 & 540, LLC
8843	314915717029	054-1-001-000	Land and Building	RA	567	567	Saint Paul	ST	Sisters & Brothers Investment Group, LLP
8844	315211717046	054-1-077-000	Land and Building	R1	4	4	Shelburne	ST	Terrance A. McGrath Timothy L. McGrath
4892	315224716923	054-1-080-000	Land and Building	R1	14	14	Shelburne	ST	Kevin F. Quirino James J. Elias
675	315177716626	054-2-014-000	Land and Building	C	44	44	Shelburne	ST	Mary S. Burns Trust
10100	303097737144	024-1-098-000	Land and Building	R1	12	12	Sky	DR	Earl J. Babcock, Jr.
8768	303251737123	024-1-100-000	Land and Building	R1	24	24	Sky	DR	Sylvia J Bernardina
8763	318700717168	058-3-001-000	Land and Building	C	568	568	South Prospect	ST	Burlington Country Club Corp.
8762	314984717720	054-1-015-000	Land and Building	R1	467	467	South Union	ST	Rachel L. Morton Trust
8835	315058717420	054-1-010-000	Land and Building	R1	493	493	South Union	ST	Peter Keating Kathleen Keating
8760	315072717368	054-1-009-000	Land and Building	R1	499	499	South Union	ST	George L. Shelley IV Rachel W. Shelley
8836	315281717323	054-1-071-000	Land and Building	R3	508-510	508	South Union	ST	Marc L. Jacobs
8837	315226717276	054-1-072-000	Land and Building	R2	512	512	South Union	ST	Mary B. Hennessy
8758	315094717225	054-1-006-000	Land and Building	R1	515	515	South Union	ST	515 South Union Street-540 Saint Paul Street, LLC
7935	315220717219	054-1-073-000	Land and Building	R2	516-518	516	South Union	ST	William T. McGrath Jr. Mcgrath Income Only Trust
8865	315108717174	054-1-005-000	Land and Building	RA	525-527	525	South Union	ST	Alain W. Brunet
8862	315665718448	054-1-102-000	Land and Building	R1	405	405	South Willard	ST	Northeastern Family Institute Of Vermont Inc.
8869	315581718256	054-1-100-000	Land and Building	R1	425	425	South Willard	ST	Mark A. Stoler Diane A. Gabriel
8871	315540718188	054-1-099-000	Land and Building	R1	429	429	South Willard	ST	William Mares Christine Hadsel
8850	315795718100	054-1-106-000	Land and Building	R1	436	436	South Willard	ST	Jane A. Smith 2011 Revocable Trust
8848	315726717952	054-1-108-000	Land and Building	R1	452	452	South Willard	ST	Guido Mase Anne Kathleen Dougherty
8945	315317717210	054-1-086-000	Land and Building	R2	531-533	531	South Willard	ST	Tom Davies LLC
8946	315291717084	054-1-084-000	Land and Building	R2	543	543	South Willard	ST	Michael L. Richards
1507	315300716530	054-2-015-000	Land and Building	E	600	600	South Willard	ST	Greek Orthodox Church
1535	297948733336	027-1-061-035	Land and Building	S1	2	2	Starr Farm	BC	Daniel M. Boardman Trust

1534	298064733663	027-1-061-050	Land and Building	S1	5	5	Starr Farm	BC	Edward H. Starr Robin Robertson Starr
1503	298679733994	027-1-061-175	Land and Building	S1	9	9	Starr Farm	BC	Thomas W Dowe Jr Leslie E. Twitchell Elizabeth A. Dowe Kelly Dowe Engelm
1513	298716734186	027-1-061-170	Land and Building	S1	10	10	Starr Farm	BC	Pasquale George Martone Patricia M Martone
1518	298928734405	027-1-056-000	Land and Building	S1	13	13	Starr Farm	BC	W. Philip Wagner Revocable Trust Barbara E. Wagner Revocable Trust
1520	298245734244	027-1-061-065	Land and Building	S1	15	15	Starr Farm	BC	Katherine P. Pond Patrick S. Robins
1523	298537734316	027-1-061-090	Land and Building	S1	19	19	Starr Farm	BC	Gerald L Curley Laura C Curley
1522	298786734414	027-1-061-100	Land and Building	S1	21	21	Starr Farm	BC	Paul R. Sisson
1526	298981734539	027-1-061-115	Land and Building	S1	23	23	Starr Farm	BC	Richard H. Wiemann
1536	298899734639	027-1-061-110	Land and Building	S1	24	24	Starr Farm	BC	Kenneth R. Lee Kathleen P. Lee
498	299041734748	027-1-061-130	Land and Building	S1	27	27	Starr Farm	BC	Carmela Monaco
501	299373735397	027-1-061-180	Land and Building	S1	34	34	Starr Farm	BC	Denis O'Brien Isela M O'Brien
502	301479735575	023-4-026-000	Land	CL	43	43	Starr Farm	RD	John J. Flynn Estate
505	300969735121	023-4-028-000	Land and Building	R1	145	145	Starr Farm	RD	Denise Sauve
506	300858735154	023-4-029-000	Land and Building	R1	151	151	Starr Farm	RD	Marina C. Collins
507	300777735004	023-4-032-000	Land and Building	R1	167	167	Starr Farm	RD	Allen L. Barr Jr. Mary E. Barr
508	300679735022	023-4-033-000	Land and Building	R1	173	173	Starr Farm	RD	Daniel Elliott Joanna Elliott
1705	300625734986	023-4-034-000	Land and Building	R1	179	179	Starr Farm	RD	Neal Bernard Hayes Jr Nikki Lee Hayes
1741	300562734939	023-4-035-000	Land and Building	R1	187	187	Starr Farm	RD	Caroline M. Rudd
595	300477734780	027-3-103-000	Land and Building	R1	201	201	Starr Farm	RD	Ted Jacobites
592	300430734716	027-3-105-000	Land and Building	R1	207	207	Starr Farm	RD	Maurice A. Paquette Karen M Paquette
590	302811737138	024-1-066-000	Land and Building	R1	65	65	Sunset	DR	Richard Than
589	302949736960	024-1-063-000	Land and Building	R1	87	87	Sunset	DR	Norma C. Brunelle
689	303070736795	024-1-061-000	Land and Building	R1	109	109	Sunset	DR	Thaddeus Zabiegalski Frances Zabiegalski
898	303109736727	024-1-060-000	Land and Building	R1	117	117	Sunset	DR	Andrew E. Potter Meagan G. Potter
850	303315736735	024-1-112-000	Land and Building	R1	126	126	Sunset	DR	Mary A. Perry Joan G. Perry Judith B. Bailey
851	303299736401	024-2-157-000	Land and Building	R1	151	151	Sunset	DR	Yolanda Flores
853	302428735423	024-2-104-000	Land and Building	R1	13	13	Tracy	DR	Neil Guilmette Michelle Guilmette
1681	302371735380	024-2-105-000	Land and Building	R1	19	19	Tracy	DR	Michelle Valiquette John J. Valiquette Jr.
1683	301514734657	027-3-069-000	Land and Building	R1	131	131	Tracy	DR	Hue Thi Nguyen Tuan Nguyen
1684	301438734640	027-3-071-000	Land and Building	R1	139	139	Tracy	DR	Liam N. Page
1688	301386734597	027-3-073-000	Land and Building	R1	145	145	Tracy	DR	Debra A. LeBlanc
554	301328734553	027-3-075-000	Land and Building	R1	153	153	Tracy	DR	Lynn Crocker Wood
553	301107734379	027-3-083-000	Land and Building	R1	181	181	Tracy	DR	Margaret Poulin Kirk Poulin Robin A. Smith Laura J. Blaise Rebecca L. Richa
12655	302040736842	024-1-020-000	Land and Building	R1	37	37	Turf	RD	Jay P. Bessette Diem T. Ha
661	302210736963	024-1-019-000	Land and Building	R2	57	57	Turf	RD	BPAWG, LLC
662	303063737772	024-1-078-000	Condo Land	RC	1	1	Valade	ST	Valade Park Condo Association
663	303195737405	024-1-084-000	Land and Building	R1	42	42	Venus	AVE	Harvey C. Allard Jr. Margaret M Allard
665	303276737383	024-1-085-000	Land and Building	R1	46	46	Venus	AVE	Ziyu Fang
953	303360737360	024-1-086-000	Land and Building	R1	54	54	Venus	AVE	Anthony M Mazza Elizabeth A Mazza
950	303507737147	024-3-012-000	Land and Building	R1	77	77	Venus	AVE	Angelina Fitzpatrick James J. Fitzpatrick
873	303733737206	024-3-016-000	Land and Building	R1	94	94	Venus	AVE	John F K Rouille Mary R Rouille
881	303700737029	024-3-009-000	Land and Building	R1	101	101	Venus	AVE	Muaz Omanovic Kija Omanovic
492	302132735650	024-2-131-000	Land and Building	R1	19	19	West	RD	Richard Sener Karen J. Sener
491	301910735636	024-2-139-000	Land and Building	R1	38	38	West	RD	Gina A. Scafa
1631	301501735308	023-4-018-000	Land and Building	R1	90	90	West	RD	Joshua Farley Andrea Farley
12221	301575735164	023-4-015-000	Land and Building	R1	95	95	West	RD	Heinrich Savelberg Christina T. Savelberg Casandra C. Savelberg
12222	301521733604	027-3-014-000	Land and Building	R1	66	66	Western	AVE	Kimberly Ann Hunt Alexander T. Messinger
463	300746737816	023-3-061-000	Land	RL	19	19	Woods	ST	Champlain Housing Trust Inc.
1626	300686738042	023-3-164-000	Land and Building	R1	40	40	Woods	ST	First United Methodist Church of Burlington VT
1625	301216733969	027-3-031-000	Land and Building	R1	10	10	York	DR	Roland A Dion Gail A Dion
1650	301364733886	027-3-009-000	Land and Building	R1	15	15	York	DR	Kim M. Palasits
	301438733948	027-3-008-000	Land and Building	R1	29	29	York	DR	Steven R. Benoit Jean M. Benoit
*Properties on	301447734149	027-3-033-000	Land and Building	R1	38	38	York	DR	Robert Hart Dorcas Hart

LEGEND:

Department of Permitting & Inspections--Trades Division

	Department of Permitting & Inspections--Housing Division
	Department of Permitting & Inpections--Zoning Division
	Burlington Public Works--Water Resources
	Burlington Electric Department
	Department of Public Works

Resolution Relating to

RELEASE OF CERTAIN GLEBE AND PERPETUAL
LEASE-LAND INTERESTS AND REVISION OF THE CITY
OF BURLINGTON PERPETUAL LEASE LAND
INTERESTS LIST

RESOLUTION 7.21

Sponsor(s): Councilor Traverse

Introduced: 12/11/23

Referred to: _____

Action: adopted

Date: 12/11/23

Signed by Mayor: 12/18/23

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, on December 7, 2020, the City Council adopted a City of Burlington Retained Perpetual
2 Lease Interests List (hereafter Retained Interests List) pursuant to Act 152 (codified in 24 V.S.A. 2409); and
3 WHEREAS, the City Council requested that if City staff identified properties on the Retained Interests
4 List as appropriate for release in the future—for example, because outstanding issues are resolved,—those
5 properties should be brought forward to the Council and the Retained Interests List should be updated; and
6 WHEREAS, City staff have identified a number of properties that are appropriate for release since the
7 last release in July, 2023;
8 NOW, THEREFORE, BE IT RESOLVED that the City Council hereby releases the glebe/perpetual
9 leased land interests it may have in the following City of Burlington properties pursuant to 24 V.S.A. §2401
10 and requests that the City of Burlington Retained Perpetual Lease Interests List be revised accordingly:

- 11 • 115 Birch Court (Tax ID 024-4-132-000)
- 12 • 46 Chittenden Drive (Tax ID 054-1-121-000)
- 13 • 12 Grey Meadow Drive (Tax ID 027-3-104-001)
- 14 • 3057 North Avenue (Tax ID 021-2-049-000)

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31 KS/LJ/Resolutions 2023/Release Of Certain Glebe And Perpetual
32 Lease-Land Interests And Revision Of The City Of Burlington Perpetual Lease Land Interests List
33 12/11/23

* * * * *

DISTRIBUTION:

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

ORIGINAL

RESOLUTION RELATING TO

Release Of Certain Glebe And Perpetual Lease-Land Interests And Revisions Of The City
Of Burlington Perpetual Lease-Land Interests List

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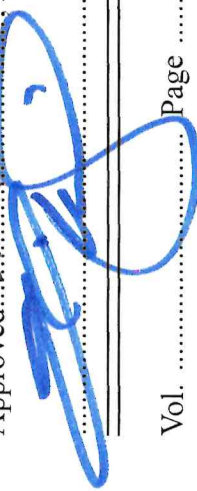
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Adopted by the City Council

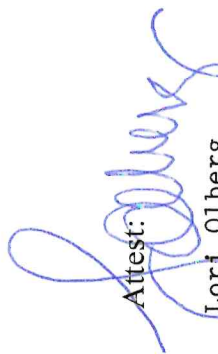
..... December 11....., 20 23.....

 Clerk

Approved..... December 18....., 20 23.....

 Mayor

Vol. Page

Attest:

Lori Olberg
Licensing and Records Coordinator

* * * * *

CITY OF BURLINGTON RETAINED I PERPETUAL LEASE LAND INTERESTS

LIST Last Revised 12-6-23*

PropertyRSN	PIN	TaxID	Property Type	Assessor Use	Address	Address Numeric	Street	Street Type	Owner List
	313278722004	044-4-033-000	Land and Building	C	130	130 Bank		ST	BTC Mall Associates, LLC
536	301961736648	024-1-002-000	Land and Building	R1	36	36 Barley		RD	Matthew J. Bombard Emily K Bombard
768	302140736242	024-2-009-000	Land and Building	R1	77	77 Barley		RD	Ugjesa Vujanovic Draginja Vujanovic
7156	312422721841	049-1-143-001	Land and Building	C	60	60 Battery		ST	Diamond Rock Burlington Owner LLC
809	303377735322	024-2-052-000	Land and Building	R1	41	41 Birch		CT	Huy Vo
806	303452735586	024-2-049-000	Land and Building	R1	64	64 Birch		CT	Phet Sayamouangkha Bouavanh Sayamouangkha
1067	303515735610	024-4-001-000	Land and Building	R1	70	70 Birch		CT	Janice L Lovejoy
12228	303595735701	024-4-003-000	Land	RL	82	82 Birch		CT	Champlain Housing Trust Inc.
1073	303811735694	024-4-009-000	Land and Building	R1	99	99 Birch		CT	Joseph R. Guay Wendy M. Guay
1072	303841735726	024-4-008-000	Land	RL	105	105 Birch		CT	Champlain Housing Trust Inc.
1186	303921735755	024-4-133-000	Land and Building	R1	111	111 Birch		CT	Michael F. McGarghan Kelly J McGarghan
1174	304108736082	024-4-120-000	Land and Building	R1	128	128 Birch		CT	Robert J Larue Marjorie W Larue
1175	304175736141	024-4-121-000	Land and Building	R1	132	132 Birch		CT	Ganja S. Pradhan Leela K. Pradhan
1178	304397736312	024-4-124-000	Land and Building	R1	144	144 Birch		CT	Nadia A. Mitchell Alexander V Mitchell
8554	314400717640	053-3-195-000	Land and Building	R1	20	20 Caroline		ST	Carolyn Lamoreaux Bates Revocable Trust
8500	314463717393	053-3-140-000	Land and Building	R2	65	65 Catherine		ST	Ruby L. Thibault Jed H Thibault Aurelien G. Thibault
8498	314560717370	053-3-138-000	Land and Building	R1	75-77	75 Catherine		ST	Bruce W. Bierbaum Kari Lynn Bierbaum
8497	314614717427	053-3-137-000	Land and Building	R3	83	83 Catherine		ST	Hugo Martinez-Cazon Keith S Levenson
818	303247735059	024-2-063-000	Land and Building	R1	14	14 Cayuga		CT	Cynthia B. Button Jon B. Button
826	303382734959	024-2-071-000	Land and Building	R1	17	17 Cayuga		CT	Scott S. Smith Stacey R. Smith
821	303375735162	024-2-066-000	Land and Building	R1	30	30 Cayuga		CT	Mary Logan Lockwood
823	303452735227	024-2-068-000	Land and Building	R1	40	40 Cayuga		CT	Mark P. Moye and Joyce Ann Howard Trust
1083	303587735324	024-4-019-000	Land and Building	R1	56	56 Cayuga		CT	Theresa M. Lacroix
1084	303613735368	024-4-020-000	Land and Building	R1	62	62 Cayuga		CT	Jessie Cassidy
1109	303757735252	024-4-050-000	Land and Building	R1	65	65 Cayuga		CT	Kevin Healy Arlene Healy
1107	303858735329	024-4-048-000	Land and Building	R1	75	75 Cayuga		CT	Burns Wilson Dartt III Francoise Magdalena Dartt
1105	303936735400	024-4-046-000	Land and Building	R1	81	81 Cayuga		CT	Jeffrey S Clements Lynne C. Clements
1103	304024735477	024-4-044-000	Land and Building	R1	101	101 Cayuga		CT	James F. Burt Vera Burt
1092	304083735699	024-4-028-000	Land and Building	R1	120	120 Cayuga		CT	Charles Eric Nichols Anne Williams
1098	304367735722	024-4-038-000	Land and Building	R1	129	129 Cayuga		CT	Jeffrey Desautels Tina Desautels
4860	312379722389	044-2-004-000	Land and Building	E	2	2 Cherry		ST	Epicopalian Diocese of Vermont
5329	313344722058	044-4-033-000	Land and Building	CL	75	75 Cherry		ST	BTC Mall Associates, LLC
762	302209736468	024-2-003-000	Land and Building	R1	9	9 Clover		LN	Thanh Dang Son Tran
543	302189736725	024-1-009-000	Land and Building	R1	37	37 Clover		LN	Christine M. Thompson
542	302183736792	024-1-008-000	Land and Building	R1	45	45 Clover		LN	Timothy D. Thayer Debra Anne Thayer
4424	311724721578	043-4-001-000	Land	E	2-Jan	2 College		ST	City of Burlington - Parks Dept.
2361	302490731951	028-2-220-000	Composite	EL	8	8 College		ST	City of Burlington - Department of Public Works
6994	311877721538	049-1-085-000	Land	EL	10	10 College		ST	City of Burlington
838	302344735027	024-2-088-000	Land and Building	R1	50	50 Cottage		GRV	Griffin Wert Joanna Wert
1936	302075734844	028-1-007-000	Land and Building	R1	80	80 Cottage		GRV	Marc Valin
1934	301926734747	028-1-004-000	Land and Building	R2	98	98 Cottage		GRV	Elmira Aliyev
1675	301706734578	027-3-058-000	Land and Building	R1	128	128 Cottage		GRV	Susan Flanders Hoxie
1674	301656734537	027-3-057-000	Land and Building	R1	134	134 Cottage		GRV	Raymond F Benoit Jr
1668	301388734295	027-3-051-000	Land and Building	R1	170	170 Cottage		GRV	James Douglas Daigle
2050	303032734650	028-1-126-000	Land and Building	R1	22	22 Cross		PKWY	Roberta P. Proulx Kelli P. LaPlant Jennifer P. Tremblay Joanne P. Ihlefeld
2048	302922734562	028-1-124-000	Land and Building	R1	38	38 Cross		PKWY	Patricia A. Heavner Christine A. Heavner Vicki L Cody
2039	302426734175	028-1-115-000	Land and Building	R1	102	102 Cross		PKWY	S. Brown Richardson Jane D. Richardson
2038	302400734124	028-1-114-000	Land and Building	R1	108	108 Cross		PKWY	Elizabeth H. Burns Alan Gladstone
2037	302315734089	028-1-113-000	Land and Building	R1	116	116 Cross		PKWY	Jasmin Pobric Gordana Pobric
2035	302197734005	028-1-111-000	Land and Building	R1	130	130 Cross		PKWY	Paul Held Susan Held
1457	300018734177	027-1-010-000	Land and Building	R1	34	34 Curtis		AVE	Tara Sullivan Brian J. Sullivan

1468	299891734057	027-1-021-000	Land and Building	R1	35	35	Curtis	AVE	George W. Buker Laurie A. Buker
1467	299928734018	027-1-020-000	Land and Building	R1	43	43	Curtis	AVE	Paul E. Sumner Jr Laura L. Sumner
1799	300335733791	027-3-164-000	Land and Building	R1	86	86	Curtis	AVE	Fred C. Forehand Cynthia J. Forehand
1800	300214733553	027-3-172-000	Land and Building	R1	121	121	Curtis	AVE	Debra Holonitch
1485	300308733403	027-3-170-000	Land and Building	R1	124	124	Curtis	AVE	Hans H. Heikel Kathryn W. Heikel
1486	300245733355	027-3-171-000	Land and Building	R1	130	130	Curtis	AVE	Travis M. Clairmont Gregory P. Clairmont
1487	300144733512	027-1-038-000	Land and Building	R1	135	135	Curtis	AVE	Jacqueline A. Dame Firley David S. Firley, Jr.
1481	300071733336	027-1-039-000	Land and Building	R2	148-150	148	Curtis	AVE	Peter D. Hayes Brian W. Hayes
1480	300013733408	027-1-040-000	Land and Building	R1	156	156	Curtis	AVE	Joshua Perrin
1479	299950733765	027-1-034-000	Land and Building	R1	187	187	Curtis	AVE	Kendrick J. Forguites
1497	299865733875	027-1-032-000	Land and Building	R2	201	201	Curtis	AVE	BPAWG, LLC
1498	299708733787	027-1-047-000	Land and Building	R1	206	206	Curtis	AVE	John P. Gipson Carolyn R. Gipson
147	299532734008	027-1-051-000	Land and Building	R2	232-234	232	Curtis	AVE	Francois Nsibienakou Nyame Nti A. Nsibienakou-Fawoho
12335	299647733970	021-2-046-000	Land and Building	R1	4	4	Derway	DR	Elizabeth V. O'Kane Kelly J. Boudreau
1095	299541739169	021-2-080-000	Land and Building	R2	21-23	21	Derway	DR	Casey J. D. Lyon Maho Takahashi
34	299096739540	021-2-061-000	Condo Land	RA	95	95	Derway	DR	Larkin Realty
35	304264733867	024-4-034-000	Land and Building	R1	14	14	Dorset	LN	Mary E. Barr
13	298394739590	020-4-002-000	Land and Building	R1	93	93	Elbow	ST	2751 North Miami Avenue LLC
372	298411739635	020-4-003-000	Land and Building	R1	95	95	Elbow	ST	2751 North Miami Avenue LLC
376	298305739917	020-3-004-000	Land	RL	107	107	Elbow	ST	Anthony Pellegrino Eva M. Pellegrino
4975	300926737766	023-3-068-000	Land and Building	R1	32	32	Forest	ST	Elizabeth S. Wood
1968	301176737941	023-3-072-000	Land and Building	R1	66	66	Forest	ST	Raul Perez Kathleen Perez
1999	313148722869	044-2-117-000	Land and Building	R1	23	23	George	ST	Rachel Green
1989	302740734591	028-1-041-000	Land and Building	R1	45	45	Green Acres	DR	Rebecca Marie Roy Mark Edward Montalban
1980	302613734726	028-1-073-000	Land and Building	R1	46	46	Green Acres	DR	Lauren Weiner
1982	302067734294	028-1-063-000	Land and Building	R1	116	116	Green Acres	DR	Francis Bourgeois
1659	302075734077	028-1-053-000	Land and Building	R1	129	129	Green Acres	DR	Allison Curran
1707	301791734404	027-3-042-000	Land and Building	R1	176	176	Green Acres	DR	Antonia W. Simpson Robert V. Simpson
1711	301467735094	027-3-104-005	Land and Building	R1	5	5	Grey Meadow	DR	Jeffrey P. Gendron Kathleen B. Gendron
1706	301314735234	027-3-104-002	Land and Building	R1	6	6	Grey Meadow	DR	Tyce C. Foltz Kara S. Foltz
1713	301405735041	027-3-104-006	Land and Building	R1	7	7	Grey Meadow	DR	Nelson R. Vargas Susan E. Beil
1739	301294734953	027-3-104-008	Land and Building	R1	15	15	Grey Meadow	DR	Scott T. Fusare Dagmar Zentrichova
1735	301064735046	027-3-104-009	Land and Building	R1	21	21	Grey Meadow	DR	James J. Chagnon Lita M. Chagnon
1720	300940734955	027-3-104-034	Land and Building	R1	24	24	Grey Meadow	DR	Arthur J. Dusablon Barbara Dusablon
1731	300815734862	027-3-104-030	Land and Building	R1	32	32	Grey Meadow	DR	Nathan S. Strules
1728	300878734637	027-3-104-015	Land and Building	R1	38	38	Grey Meadow	DR	Bernard V. Bora Denise C. Bora
1724	300572734602	027-3-104-026	Land and Building	R1	41	41	Grey Meadow	DR	Jessica Hook Scott Hook
1722	300742734398	027-3-104-023	Land and Building	R1	56	56	Grey Meadow	DR	Sanford W. Phillips Stephanie L. Phillips
302	300958734144	027-3-104-019	Land and Building	R1	62	62	Grey Meadow	DR	Victor Menard Tami Menard
67	301064734018	027-3-104-017	Land and Building	R1	70	70	Grey Meadow	DR	Matthew J. Robbie Jennifer L. Heiny
73	299876738164	023-1-014-000	Land and Building	R1	74	74	Grey Meadow	DR	Catherine C. Wheeler Trust
74	299829738223	021-2-001-000	Land and Building	R1	21	21	Hardy	AVE	Lawrence A. Tulkop Lisa M. Tulkop
75	299647738606	021-2-007-000	Land and Building	R1	29	29	Hardy	AVE	Patra S. Vail
77	299622738667	021-2-008-000	Land and Building	R1	71	71	Hardy	AVE	Richard E. Dion Faith B. Dion
79	299594738740	021-2-009-000	Land and Building	R1	77	77	Hardy	AVE	Philip Hincley Rosalie A. Covey
8426	299530738887	021-2-011-000	Land and Building	R1	85	85	Hardy	AVE	Katherine Schumpf Douglas J. Schumpf
8425	299630739037	021-2-013-000	Land and Building	R1	101	101	Hardy	AVE	Robert K. Young Janice Young
8383	314404717736	053-3-067-000	Land and Building	R3	112	112	Hardy	AVE	Lawrence L. Blanchard Judie A. Kreamer
3617	314463717730	053-3-066-000	Land and Building	R1	117-119	117	Howard	ST	117-119 Howard Street LLC
3549	314877177755	053-3-025-000	Land and Building	R1	121	121	Howard	ST	Jeffrey G. Schneider Michelle C. Keegan
9016	307471727364	037-3-005-000	Land and Building	E	153	153	Howard	ST	Andrea Gray
4948	308628728125	034-2-001-000	Land and Building	EL	60	60	Institute	RD	City of Burlington - Parks Dept.
12168	315714716402	054-2-087-000	Land and Building	R1	75	75	Institute	RD	City of Burlington School Dept.
4859	312926723089	044-2-090-000	Land and Building	RA	9	9	Iranistan	RD	Karl W. Doerner Judith M. Doerner
					7-Jan	1	Johnson	ST	Beverly O'Free Rooney Richard A. Rooney

354	301722736500	023-4-055-000	Land and Building	R1	1676	1676	North	AVE	Terrence G. Moore Carol J. Moore
368	300740737598	023-3-065-000	Land and Building	R1	1922	1922	North	AVE	Elizabeth S. Lewis
353	300361737619	023-3-049-000	Land and Building	RA	1925	1925	North	AVE	New Northgate Housing, LLC
366	300696737649	023-3-064-000	Land and Building	R1	1928	1928	North	AVE	Kenneth Gokey
362	300549737529	023-3-048-000	Land and Building	R1	1929	1929	North	AVE	Leah A. Oklan Ezra Oklan
360	300604737753	023-3-062-000	Land and Building	R1	1942	1942	North	AVE	Denny Lee Johnson Christine H. Johnson
359	300537737842	023-3-057-000	Land and Building	R1	1954	1954	North	AVE	Brent Huff Nicole Huff
93	300462737951	023-3-055-000	Land and Building	R1	1968	1968	North	AVE	Edmund Parent Judy Parent
123	300432738027	023-3-054-000	Land and Building	R1	1976	1976	North	AVE	Jeannine Kneeland
122	300154738202	021-2-027-000	Land and Building	R1	2007	2007	North	AVE	Michael L. Bessette Arline S. Bessette
99	300168738517	021-2-058-000	Land and Building	R1	2040	2040	North	AVE	Amylynn Streeter David H. Streeter
121	300154738592	021-2-057-000	Land and Building	R1	2044	2044	North	AVE	Rama Lakshmi Courcy Charles P. Courcy
101	299972738571	021-2-033-000	Land and Building	R1	2047	2047	North	AVE	Thomas M. Leclair Jody A. Leclair
118	300132738657	021-2-056-000	Land and Building	R1	2048	2048	North	AVE	Robert Lapointe
103	299905738701	021-2-035-000	Land and Building	R1	2061	2061	North	AVE	Gary D. Dion Linda D. Dion
114	300064738860	021-2-053-000	Land and Building	R1	2070	2070	North	AVE	Alfred Cyr III Cherie K. Cyr
64	299852738831	021-2-037-000	Land and Building	R1	2075	2075	North	AVE	Tony-Ann Torres Luis Torres
143	298505739683	021-2-067-000	Land	RL	3127	3127	North	AVE	Thomas Furland Karen Furland
11	298595739779	021-2-065-000	Land and Building	R1	3130	3130	North	AVE	P. Maria Spadanuda
41	298501739747	021-2-066-000	Land	RL	3135	3135	North	AVE	2751 North Miami Avenue LLC
25	298438739892	020-3-001-000	Land and Building	R1	3139	3139	North	AVE	Sandra A. Labombard Todd M. Labombard
22	298528739922	021-1-002-000	Land and Building	ML	3140	3140	North	AVE	Todd M. Labombard Tina M. Tofani Irena H. Labombard
4702	298469740063	020-3-019-000	Land and Building	R1	3152	3152	North	AVE	Tor D. Bortz Lorena K. Bortz
4701	298378740302	020-3-015-000	Land and Building	R1	3174	3174	North	AVE	Treehouse Garage LLC
4700	312299724080	044-1-255-000	Land and Building	R2	87	87	North	ST	PHE, INC
4699	312335724076	044-1-254-000	Land and Building	E	89	89	North	ST	Burlington Emergency Shelter Inc
32	312380724053	044-1-253-000	Land and Building	CR	93-97	93	North	ST	Melissa B. Lafayette
4877	312464724115	044-1-252-000	Land and Building	R4	101-103	101	North	ST	J. Stuart McGowan Joan H. Watson
4776	298293740997	020-3-029-000	Land	EL	0	0	North Avenue	EXT	City of Burlington - Parks Dept.
4782	312713722677	044-2-019-000	Rental Land and Building	E	20-Oct	10	North Champlain	ST	Burlington Housing Authority
59	312439723683	044-1-310-000	Land and Building	CR	99	99	North Champlain	ST	Erkson Real Estate LLC
60	312478723958	044-1-316-000	Land and Building	R1	125	125	North Champlain	ST	Martha J. Caswell Seth Wolcott-MacCausland
61	298854740073	021-1-027-000	Land and Building	R1	40	40	North Cove	RD	Robert Bristow-Johnson Phyllis Bristow-Johnson
12123	298848740167	021-1-030-000	Land and Building	R2	50	50	North Cove	RD	Chad E. Dewey
53	298852740449	021-1-031-000	Land	RL	52	52	North Cove	RD	Timothy A. Muir Frances D. Muir
50	298633740466	021-1-019-000	Land and Building	ML	94	94	North Cove	RD	Edward R. Peters Jr. Theresa Leona Peters Kathy Peters
461	298509740501	000-0-000-000	Land	X	99	99	North Cove	RD	Guy L. Southwell
1618	298528740719	021-1-014-000	Land and Building	R1	110	110	North Cove	RD	Karen Warren Susan R. Tippet
2085	300949737976	023-3-160-001	Land and Building	R1	67	67	North View	DR	David C. Francis Donna Powell
1656	301769733600	027-3-001-000	Land and Building	R1	49	49	Oakland	TER	Dagnia Neimane
4900	301950733803	028-1-165-000	Land and Building	R1	50	50	Oakland	TER	George H. Cootey Gail M. Cootey
4753	301788733928	027-3-039-000	Land and Building	R1	74	74	Oakland	TER	Joanne Kalisz
4747	312264723375	044-2-043-000	Land and Building	R1	66	66	Park	ST	Malcolm M. Sanders
4745	312288723481	044-1-307-000	Land and Building	R2	76	76	Park	ST	James Design Build (John J. Burns)
4744	312278723743	044-1-301-000	Land and Building	RA	102	102	Park	ST	102 Park Street LLC
12282	312268723841	044-1-299-000	Land and Building	R1	112	112	Park	ST	Stephen Smith Carmen Smith
12283	312265723882	044-1-298-000	Land and Building	R2	116	116	Park	ST	Adam H. Holmes
4878	312267723949	044-1-296-000	Land	RL	124	124	Park	ST	Champlain Housing Trust Inc.
4879	312262723992	044-1-295-000	Land	RL	128	128	Park	ST	Champlain Housing Trust Inc.
4881	312963722733	044-2-021-000	Land and Building	CR	68	68	Pearl	ST	68 Pearl Street LLC
4942	313046722741	044-2-022-000	Land	EL	70	70	Pearl	ST	City Of Burlington - Department of Public Works
12732	313106722710	044-2-023-000	Rental Land and Building	CR	80-90	80	Pearl	ST	Josephine Bernardini Bove Richard J. Bove Jr.
7166	312857723305	044-2-084-000	Land and Building	R2	21	21	Peru	ST	BPJS Management LLC
7168	313163721587	049-1-125-000	Condo Land and Building	CC	84	84	Pine	ST	84 Pine Street Association
7169	313229719975	049-2-007-000	Land and Building	R2	220	220	Pine	ST	Nicholas S. Papasaphim Deanna Papasaphim

Cindy Hamel | Sand

7171	313222719880	049-2-009-000	Land and Building	R3	230	230 Pine	ST	Chris Khamnei
892	313233719823	049-2-010-000	Land and Building	R1	234	234 Pine	ST	Diana L Doll
893	313253719593	049-2-013-000	Land and Building	C	266	266 Pine	ST	Pine Properties LLC
546	302324736305	024-2-150-000	Land and Building	R1	68	68 Plattsburg	AVE	Mariah Ogden
547	302314736369	024-2-151-000	Land and Building	R1	76	76 Plattsburg	AVE	Abi N. Chamlagi Mon M. Chamlagai
548	302301736570	024-1-012-000	Land and Building	R1	94	94 Plattsburg	AVE	Katherine B. Janson
1788	302293736626	024-1-013-000	Land and Building	R1	100	100 Plattsburg	AVE	Michael E. Cornell Mary E. Cornell
1744	302288736683	024-1-014-000	Land and Building	R1	104	104 Plattsburg	AVE	Kristina Wood Tyler Rouille
1787	300280734501	027-3-159-000	Land and Building	R1	21	21 Pleasant	AVE	Merima Elkaz
1784	300386734578	027-3-109-000	Land and Building	R1	22	22 Pleasant	AVE	Maureen K. Unsenmeir
1781	300336734438	027-3-158-000	Land and Building	R1	29	29 Pleasant	AVE	Margaret B Bombard Stephen Hadeka
1751	300502734240	027-3-154-000	Land and Building	R1	55	55 Pleasant	AVE	Boris Katsnelson Marina Katsnelson
1778	300762734134	027-3-117-000	Land and Building	R1	80	80 Pleasant	AVE	David P Devold Jacqueline C. Devold
1761	300699733692	027-3-124-000	Land and Building	R1	134	134 Pleasant	AVE	Cynthia A Warwick Jason F. Seiler
1766	300523733869	027-3-127-000	Land and Building	R1	156	156 Pleasant	AVE	Thomas O. Ross Mary M. Ross
288	300267734171	027-3-133-000	Land and Building	R1	198	198 Pleasant	AVE	Deborah L. Clemons
7227	300334734323	027-3-139-000	Land and Building	R1	203	203 Pleasant	AVE	Meghan Fay-McCaffrey Liam P. McCaffrey
7563	300444738520	021-4-001-000	Land and Building	R1	40	40 River View	DR	Richard W. Hanzel Trust (Richard W. Hanzel)
7562	313396721479	049-3-017-000	Land and Building	C	95	95 Saint Paul	ST	Karen J. Anderson
8403	313439719772	049-4-045-000	Land	RL	237-241	237 Saint Paul	ST	Investors Corporation of Vermont
8401	313497719645	049-4-044-000	Land and Building	C	249	249 Saint Paul	ST	Stephen W. Conant Margaret C. Conant
8400	314532717779	053-3-044-000	Land and Building	CR	463-465	463 Saint Paul	ST	Carrie Ann Rockwood Todd M. Rockwood
8386	314572717680	053-3-042-000	Land and Building	RA	469	469 Saint Paul	ST	Alan R. Longe Pamela B. Longe
8397	314606717643	053-3-041-000	Land and Building	R3	475-477	475 Saint Paul	ST	Gisele J. Fontaine Family Trust (Gisele J. Fontaine)
8391	314805717706	053-3-027-000	Land and Building	R4	484-486	484 Saint Paul	ST	Yee Properties LLC
8395	314700717391	053-3-038-000	Land and Building	R3	507	507 Saint Paul	ST	Four Eighty Four St Paul St, LLC
8755	314973717440	053-3-032-000	Land and Building	R1	516	516 Saint Paul	ST	Amanda H. Goossen Daniel Goossen
8392	314811717342	053-3-036-000	Land and Building	R1	517	517 Saint Paul	ST	Mathew Viens Johnnie McLaughlin
8754	314880717150	053-3-033-000	Land and Building	R1	539	539 Saint Paul	ST	Bryan A. Mihok
8841	315081717216	054-1-004-000	Land and Building	R3	540	540 Saint Paul	ST	David M. Buffington Meriedith A. Coeyman
8843	314915717029	054-1-001-000	Land and Building	RA	567	567 Saint Paul	ST	LBC 515 & 540, LLC
8844	315211717046	054-1-077-000	Land and Building	R1	4	4 Shelburne	ST	Sisters & Brothers Investment Group, LLP
4892	315224716923	054-1-080-000	Land and Building	R1	14	14 Shelburne	ST	Terrance A. McGrath Timothy L. McGrath
675	315177716626	054-2-014-000	Land and Building	C	44	44 Shelburne	ST	Kevin F. Quirino James J. Elias
10100	303097737144	024-1-098-000	Land and Building	R1	12	12 Sky	DR	Mary S. Burns Trust
8768	303251737123	024-1-100-000	Land and Building	R1	24	24 Sky	DR	Earl J. Babcock, Jr.
8763	318700717168	058-3-001-000	Land and Building	C	568	568 South Prospect	ST	Sylvia J. Bernardina
8762	314984717720	054-1-015-000	Land and Building	R1	467	467 South Union	ST	Burlington Country Club Corp.
8835	315058717420	054-1-010-000	Land and Building	R1	493	493 South Union	ST	Rachel L. Morton Trust
8760	315072717368	054-1-009-000	Land and Building	R1	499	499 South Union	ST	Peter Keating Kathleen Keating
8836	315281717323	054-1-071-000	Land and Building	R3	508-510	508 South Union	ST	George L. Shelley IV Rachel W. Shelley
8837	315226717276	054-1-072-000	Land and Building	R2	512	512 South Union	ST	Marc L. Jacobs
8758	315094717225	054-1-006-000	Land and Building	R1	515	515 South Union	ST	Mary B. Hennessy
7935	315220717219	054-1-073-000	Land and Building	R2	516-518	516 South Union	ST	515 South Union Street-540 Saint Paul Street, LLC
8865	315108717174	054-1-005-000	Land and Building	RA	525-527	525 South Union	ST	William T. McGrath Jr. McGrath Income Only Trust
8862	315665718448	054-1-102-000	Land and Building	R1	405	405 South Willard	ST	Alain W. Brunet
8869	315581718256	054-1-100-000	Land and Building	R1	425	425 South Willard	ST	Northeastern Family Institute Of Vermont Inc.
8871	315540718188	054-1-099-000	Land and Building	R1	429	429 South Willard	ST	Mark A. Stoler Diane A. Gabriel
8850	315795718100	054-1-106-000	Land and Building	R1	436	436 South Willard	ST	William Mares Christine Hadsel
8848	315726717952	054-1-108-000	Land and Building	R1	452	452 South Willard	ST	Jane A. Smith 2011 Revocable Trust
8945	315317717210	054-1-086-000	Land and Building	R2	531-533	531 South Willard	ST	Guido Mase Anne Kathleen Dougherty
8946	315291717084	054-1-084-000	Land and Building	R2	543	543 South Willard	ST	Tom Davies LLC
1507	315300716530	054-2-015-000	Land and Building	E	600	600 South Willard	ST	Michael L. Richards
1535	297948733336	027-1-061-035	Land and Building	S1	2	2 Starr Farm	BC	Greek Orthodox Church
								Daniel M. Boardman Trust

1534	298064733663	027-1-061-050	Land and Building	S1	5	5	Starr Farm	BC	Edward H. Starr Robin Robertson Starr
1503	298679733994	027-1-061-175	Land and Building	S1	9	9	Starr Farm	BC	Thomas W Dowe Jr Leslie E. Twitchell Elizabeth A. Dowe
1513	298716734186	027-1-061-170	Land and Building	S1	10	10	Starr Farm	BC	Pasquale George Martone Patricia M Martone
1518	298928734405	027-1-056-000	Land and Building	S1	13	13	Starr Farm	BC	W. Philip Wagner Revocable Trust Barbara E. Wagner Revocable Trust
1520	298245734244	027-1-061-065	Land and Building	S1	15	15	Starr Farm	BC	Katherine P. Pond Patrick S. Robins
1523	298537734316	027-1-061-090	Land and Building	S1	19	19	Starr Farm	BC	Gerald L Curley Laura C Curley
1522	298786734414	027-1-061-100	Land and Building	S1	21	21	Starr Farm	BC	Paul R. Sisson
1526	298981734539	027-1-061-115	Land and Building	S1	23	23	Starr Farm	BC	Richard H. Wiemann
1536	298899734639	027-1-061-110	Land and Building	S1	24	24	Starr Farm	BC	Kenneth R. Lee Kathleen P. Lee
498	299041734748	027-1-061-130	Land and Building	S1	27	27	Starr Farm	BC	Carmela Monaco
501	299373735397	027-1-061-180	Land and Building	S1	34	34	Starr Farm	BC	Denis O'Brien Isela M O'Brien
502	301479735575	023-4-026-000	Land	CL	43	43	Starr Farm	RD	John J. Flynn Estate
505	300969735121	023-4-028-000	Land and Building	R1	145	145	Starr Farm	RD	Denise Sauve
506	300858735154	023-4-029-000	Land and Building	R1	151	151	Starr Farm	RD	Marina C. Collins
507	300777735004	023-4-032-000	Land and Building	R1	167	167	Starr Farm	RD	Allen L. Barr Jr. Mary E. Barr
508	300679735022	023-4-033-000	Land and Building	R1	173	173	Starr Farm	RD	Daniel Elliott Joanna Elliott
1705	300625734986	023-4-034-000	Land and Building	R1	179	179	Starr Farm	RD	Neal Bernard Hayes Jr Nikki Lee Hayes
1741	300562734939	023-4-035-000	Land and Building	R1	187	187	Starr Farm	RD	Caroline M. Rudd
595	300477734780	027-3-103-000	Land and Building	R1	201	201	Starr Farm	RD	Ted Jacobites
592	300430734716	027-3-105-000	Land and Building	R1	207	207	Starr Farm	RD	Maurice A. Paquette Karen M Paquette
590	302811737138	024-1-066-000	Land and Building	R1	65	65	Sunset	DR	Richard Than
589	302949736960	024-1-061-000	Land and Building	R1	87	87	Sunset	DR	Norma C. Brunelle
689	303070736795	024-1-063-000	Land and Building	R1	109	109	Sunset	DR	Thaddeus Zabiegalski Frances Zabiegalski
898	303109736727	024-1-060-000	Land and Building	R1	117	117	Sunset	DR	Andrew E. Potter Meagan G. Potter
850	303315736735	024-1-112-000	Land and Building	R1	126	126	Sunset	DR	Mary A. Perry Joan G. Perry Judith B. Bailey
851	303299736401	024-2-157-000	Land and Building	R1	151	151	Sunset	DR	Yolanda Flores
853	302428735423	024-2-104-000	Land and Building	R1	13	13	Tracy	DR	Neil Guilmette Michelle Guilmette
1681	302371735380	024-2-105-000	Land and Building	R1	19	19	Tracy	DR	Michelle Valiquette John J. Valiquette Jr.
1683	301514734657	027-3-069-000	Land and Building	R1	131	131	Tracy	DR	Hue Thi Nguyen Tuan Nguyen
1684	301438734640	027-3-071-000	Land and Building	R1	139	139	Tracy	DR	Liam N. Page
1688	301386734597	027-3-073-000	Land and Building	R1	145	145	Tracy	DR	Debra A. LeBlanc
554	301328734553	027-3-075-000	Land and Building	R1	153	153	Tracy	DR	Lynn Crocker Wood
553	301107734379	027-3-083-000	Land and Building	R1	181	181	Tracy	DR	Margaret Poulin Kirk Poulin Robin A. Smith Laura J. Blaise
12655	302040736842	024-1-020-000	Land and Building	R1	37	37	Turf	RD	Jay P. Bessette Diem T. Ha
661	302210736963	024-1-019-000	Land and Building	R2	57	57	Turf	RD	BPAWG, LLC
662	303063737772	024-1-078-000	Condo Land	RC	1	1	Valade	ST	Valade Park Condo Association
663	303195737405	024-1-084-000	Land and Building	R1	42	42	Venus	AVE	Harvey C. Allard Jr. Margaret M Allard
665	303276737383	024-1-085-000	Land and Building	R1	46	46	Venus	AVE	Ziyu Fang
953	303360737360	024-1-086-000	Land and Building	R1	54	54	Venus	AVE	Anthony M Mazza Elizabeth A. Mazza
950	303507737147	024-3-012-000	Land and Building	R1	77	77	Venus	AVE	Angelina Fitzpatrick James J. Fitzpatrick
873	303733737206	024-3-016-000	Land and Building	R1	94	94	Venus	AVE	John F. Rouille Mary R. Rouille
881	303700737029	024-3-009-000	Land and Building	R1	101	101	Venus	AVE	Muaz Omanovic Kija Omanovic
492	302132735650	024-2-131-000	Land and Building	R1	19	19	West	RD	Richard Sener Karen J. Sener
491	301910735636	024-2-139-000	Land and Building	R1	38	38	West	RD	Gina A. Scafa
1631	301501735308	023-4-018-000	Land and Building	R1	90	90	West	RD	Joshua Farley Andrea Farley
12221	301575735164	023-4-015-000	Land and Building	R1	95	95	West	RD	Heinrich Savelberg Christina T. Savelberg Casandra C. Savelberg
12222	301521733864	023-3-014-000	Land and Building	R1	66	66	Western	AVE	Kimberly Ann Hunt Alexander T. Messinger
463	300746737816	023-3-061-000	Land	RL	19	19	Woods	ST	Champlain Housing Trust Inc.
1626	300686738042	023-3-164-000	Land and Building	R1	40	40	Woods	ST	First United Methodist Church of Burlington VT
1625	301216733969	027-3-031-000	Land and Building	R1	10	10	York	DR	Roland A. Dion Gail A. Dion
1650	301364733886	027-3-009-000	Land and Building	R1	15	15	York	DR	Kim M. Palasits
	301438733948	027-3-008-000	Land and Building	R1	29	29	York	DR	Steven R. Benoit Jean M. Benoit
	301447734149	027-3-033-000	Land and Building	R1	38	38	York	DR	Robert Hart Dorcas Hart

	Department of Permitting & Inspections--Housing Division
	Department of Permitting & Inspections--Zoning Division
	Burlington Public Works--Water Resources
	Burlington Electric Department
	Department of Public Works

Lori Olberg

From: City of Burlington Vermont
Sent: Sunday, December 10, 2023 3:18 PM
To: Lori Olberg
Subject: Form submission from: Contact Us [City Council]

You are receiving this message because you are a designated recipient for: City Council

Received from: Selena Kunkel

Reply to e-mail Address: selenapjo@gmail.com

Subject: Ceasefire Resolution

Message: Hi there! As a Jewish resident of Burlington who lives in the New North End, I want to urge you to vote in favor of the proposed ceasefire referendum before the city council meeting. An extremely large portion of who you represent wants this, and it is the right thing to do in my opinion. Please, help make Burlington an apartheid-free city.

Submitted on Sunday, December 10, 2023 - 15:17 from IP address: 2601:19b:c501:6d90:b9ac:ff96:5ed9:de17

Check IP address location: <https://viewdns.info/iplocation/?ip=2601:19b:c501:6d90:b9ac:ff96:5ed9:de17>

Questions about this form? e-mail webmaster@burlingtonvt.gov

Lori Olberg

From: City of Burlington Vermont
Sent: Monday, December 11, 2023 10:20 AM
To: Lori Olberg
Subject: Form submission from: Contact Us [City Council]

You are receiving this message because you are a designated recipient for: City Council

Received from: jay strauss

Reply to e-mail Address: vtlakeswimmer@yahoo.com

Subject: wood stoves in Burlington Vermont

Message: Forget about banning clean burning oil boilers in the city limits of Burlington Vermont, What about banning wood stoves, which spew off toxic polycyclic organic compounds.

I have asthma and the neighbor next to me on Blodgett Street is burning a wood stove 24/7.

I can barely be in the yard or driveway of our house, because of the caustic, toxic smoke.

Submitted on Monday, December 11, 2023 - 10:19 from IP address: 2600:1000:b16f:b81b:c5f1:dcbb:6da3:4fdf

Check IP address location: <https://viewdns.info/iplocation/?ip=2600:1000:b16f:b81b:c5f1:dcbb:6da3:4fdf>

Questions about this form? e-mail webmaster@burlingtonvt.gov

FY2023 ANNUAL REPORT

-BURLINGTON-

The Chittenden County Regional Planning Commission (CCRPC) is a political subdivision of the State created by the municipalities of Chittenden County in 1966 for the development of policies, plans and programs that address regional issues and opportunities in Chittenden County. The CCRPC also serves as the region's federally designated metropolitan planning organization (MPO) and is responsible for transportation planning with our municipalities, state and federal agencies and other key stakeholders in Chittenden County. The CCRPC is governed by a 29-member board consisting of one representative from each of the County's 19 municipalities, transportation representatives and, at-large members representing the interests of agriculture, environmental conservation, business, and housing/socio-economic. CCRPC's vision is to be a pre-eminent, integrated regional organization that plans for healthy, vibrant communities, economic development, and efficient transportation of people and goods while improving the region's livability. [Click here](#) to learn more about the CCRPC.

In FY23, the CCRPC invested over \$7 million in regional land use, transportation, emergency management, energy, natural resources, public engagement, training, and technical assistance. The program leverages around \$6.5 million in Federal and State investment with \$255,408 in municipal dues and around \$250,000 in local match for specific projects—a 13:1 return on local investment.

Burlington representatives to the CCRPC Board and other committees in FY23 were:

- CCRPC Representative: Andy Montroll; Alternate: vacant
- Transportation Advisory Committee (TAC): Norm Baldwin
- Planning Advisory Committee (PAC): Meagan Tuttle
- Clean Water Advisory Committee (CWAC): James Sherrard
- Regional Emergency Management Committee (REMC): Michael LaChance - Fire Chief, Derek Libby – Deputy Fire Chief

To access this report online follow the below link or QR code. Then look for Annual Reports in the right column:



<https://www.ccrpcvt.org/our-communities/burlington/>

Specific activities the CCRPC is engaged in with Burlington as well as CCRPC's regional activities, are discussed in the following sections.

Burlington Activities

In FY2023, the CCRPC provided assistance to Burlington on the following projects and initiatives:

- **Battery Street Corridor Study-** The [Battery Street Corridor Study](#) will identify improvements to support all modes of transportation, adjacent parks, adjacent businesses, stormwater, and enhance the street as a gateway between the downtown and waterfront districts. This Corridor Study is about halfway through with draft alternatives being developed in early FY24. Total consultant budget: \$109,815
- **Right-of-Way Condition Inventory (Phase 3):** This project involves a multi-year effort to create a comprehensive condition inventory of the City's right-of-way, to determine the feasibility of implementing stormwater retrofits to treat and manage stormwater runoff from City streets. This inventory process will allow Burlington's Stormwater Program to coordinate, plan, and execute retrofits ahead of other City transportation and asset management projects. Phase 1 included an inventory of Wards 5 and 6, while Phase 2 (completed in FY22) included an inventory in Wards 2 and 3. Wards 1 and 8 are the areas covered under Phase 3. Work on Phase 3 will continue into the fall of 2023. Total consultant budget for all phases: \$122,000
- **DI Block Grant - Burlington/CHT/Pomerleau 3 acre project** - The CCRPC administered this public-private 3-acre gravel wetland grant to create a final design for a gravel wetland in an area south of the Shelburne Road Plaza and Champlain Housing Trust property. The proposed gravel wetland will provide phosphorus and sediment removal mechanisms as well as attenuate flows. In FY23, total consultant funds were \$40,925. Total consultant budget: The project will wrap up in the fall of 2023.
- **All Hazards Mitigation Plan Update-** CCRPC supported the readoption of The City of Burlington's All Hazards Mitigation Plan by FEMA in late May.
- **Burlington South End Multimodal Feasibility Study:** This study examined the feasibility of a transit center and potential housing at 68 Sears Lane in Burlington, investigated site layout options, developed conceptual construction cost estimates, investigated potential funding streams for the project, and supported stakeholder outreach. This project and [the final report](#) was finalized in December. Total consultant budget: \$30,000
- **Property Transportation Plan:** The Burlington Electric Department (BED) and the Burlington 2030 District (BTV 2030) are partnering to reduce vehicle miles travelled and transportation emissions in Burlington's commercial and affordable multiunit sectors via the development and implementation of customized Property Transportation Plans (PTP). Through extensive stakeholder engagement, including transportation survey administration and analysis, the PTPs provided customized transportation demand management-related recommendations and opportunities to reduce transportation emissions and VMT of building occupants, including owners, employees, or tenants. This was a two-phase project in FY22 and FY23. Total consultant budget for both phases: \$20,000.
- **Regional Energy Planning and Transportation Electrification Support-** CCRPC shared VEIC's Guide to EV Fleet Charging Management and assisted the City of Burlington to possibly apply for VT Diesel Emissions Reductions Financial Assistance Program to replace a dump truck. CCRPC also met with BED staff regarding the details of the Municipal Energy Resilience Program (MERP) and gathered data about municipal budgeting for EV chargers in each municipality and shared with City staff.
- **Burlington Amtrak Multimodal Connections Study:** This study evaluated opportunities for multimodal connections to the Burlington Amtrak station. It also addressed the gaps and barriers to accessing these connections to better serve Amtrak users and foster seamless connections to area amenities and services. [The final report](#) was completed in June.
- **Burlington Impact Fee Study – Revision & Expansion:** The CCRPC and the City are working with a consultant to update their transportation impact fees. In a related effort, the City is working with a separate consultant to update fees associated with fire, police, parks, library, and schools. CCRPC and City staff are coordinating with the two consultants as the work is closely related and builds off the same

base assumptions of household and employment growth. Draft impact fees will be reviewed and revised in early FY24 with the work anticipated to be completed by the end of the calendar year. Total consultant budget for this project: \$54,000

- **Chittenden County Brownfields Program:** In May 2023, CCRPC secured a competitive EPA grant of \$500,000 for Brownfields Assessment and Cleanup Planning over the next four years to aid property owners, potential developers and municipalities in investigating environmental issues before potential property redevelopment. This year, using separate funds provided by the Agency of Commerce and Community Development the program has provided funding to assess perceived or real contamination issues in Burlington at 314 North Winooski Ave (formerly Champlain Transmission), 300 Flynn Ave (Howard Center), 782 South Winooski, 176 South Winooski Ave (VFW Post 782 building and 168 Archibald St. The CCRPC has also received \$50,000 from ACCD in May 2023 for site assessment and cleanup planning with the potential to receive additional funds if more sites are identified needing such assistance.
- **Byway Coordination:** Chittenden County includes eight of Lake Champlain Byway's 22 communities: Milton, Colchester, Winooski, Essex Junction, Burlington, South Burlington, Shelburne, and Charlotte. CCRPC staff maintained the [Byway website](#) including a helpful [Interactive Map](#). Additionally, CCRPC continued funding during the summer for the [Byway's audio stories App & Phone line](#).
- **Technical Assistance:** CCRPC staff provided a variety of technical assistance to the Town, including:
 - Collaborating on the City's Safe Streets for All (SS4) grant application
 - Development of an action plan for prioritizing traffic signal upgrades and maintenance. The prioritization methodology used criteria such as proximity to schools, opportunity index, traffic volumes, and crash data in addition to condition of the assets.
 - Collaborating on the City's SMART grant application
- **Traffic Counts:** 15 Automatic Traffic Counts and 4 Turning Movement Counts were conducted in Burlington this year. Traffic counts conducted in support of Burlington's Transportation projects and studies can be [found here](#).
- **Elders and Persons with Disabilities (E&D) Transportation Program:** [The Chittenden County E&D Transportation Program](#) supports community members through affordable transportation to medical appointments, access to fresh food at the grocery store, and social visits. In FY23, 2,369 trips were provided to Burlington residents as part of this program.

Burlington Projects in the Transportation Improvement Program (TIP)

[The TIP](#) is a prioritized, multi-year list of transportation projects in Chittenden County. To receive federal funds, each transportation project, program, or operation must be authorized through the TIP. Burlington projects included in the TIP are listed below. These projects are also included in the Vermont Agency of Transportation Capital Program.

- **Calahan Sidepath:** 2022 Transportation Alternatives Grant (\$286,400) to construct 700 feet of path along the north side of Locust Street.
- **Champlain Parkway:** \$66 million project with construction beginning in 2022.
- **Church Street Side Streets – Cherry Street:** Burlington received \$14 million in Congressionally Directed Funding to make a generational investment in Cherry Street to increase pedestrian access to the Church Street Marketplace.
- **Class I Town Highway Paving:** \$16.7 million for paving US2, US7 and Alt US7. Paving to be completed in

2023.

- **Colchester Avenue/ Barrett Street/ Mill Street Intersection Improvements:** New regionally driven project added to the VTrans Capital Program in 2022. Project schedule to be determined.
- **Colchester Avenue/ Prospect Street Intersection Improvements:** New regionally driven project added to the VTrans Capital Program in 2022. Project schedule to be determined.
- **Intervale Road Rail Crossing Improvements:** \$525,000 to improve the rail crossing on Intervale Road in F24.
- **Intervale Road Shared Use Path** 2021 VTrans Bicycle & Pedestrian Program award of \$1.162 million for a shared use path on Intervale Road from Riverside Avenue to the Intervale Center.
- **Lake Street Sidewalk and Stormwater Management:** 2021 Transportation Alternatives award of \$300,000 for a 150-foot long, 12-foot-wide shared use path on the north side of Lake Street.
- **Queen City Park Road Sidepath:** 2022 VTrans Bicycle and Pedestrian Program award for \$828,000 to construct a path along Queen City Park Road between Central Avenue and Austin Drive.
- **Railyard Enterprise Project:** \$15 million for multi-modal transportation infrastructure improvements between the Pine Street corridor and the Burlington Waterfront South. Funding schedule to be determined.
- **Reconnecting Downtown Burlington:** 2023 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant (\$22,384,000) to fund final design and construction activities to rebuild Bank Street, Cherry Street, and sections of Pine Street and St Paul Street.
- **Schifillitti Park Shared Use Path:** \$285,727 Transportation Alternatives award for construction of a path between James Avenue and Gosse Court. Construction scheduled for 2024.
- **Shelburne Street Roundabout:** \$10 million for roundabout to be constructed at Shelburne St./South Willard St./St. Paul St. Construction to be completed in 2023.
- **Stormwater Management Improvements on Main Street:** \$475,000 Municipal Highway and Stormwater Mitigation Program award for stormwater improvements in FY24.

FY2024 CCRPC Work Program		
Project Name	Brief Description	Total Budget
Shelburne St / Home Ave Intersection Scoping (Burlington)	This project will scope the alternative options and select a preferred alternative to improve safety and efficiency at this heavily traveled intersection, as this is identified as a VTrans high-crash location based on 2012-2016 crash records. This project could be completed within approximately one year.	\$60,000
planBTV: New North End	This plan will build off the work completed as part of the 2015 North Avenue Corridor Study and will provide direction on how to prioritize funding for identified capital investments as the neighborhood evolves to be denser, more walkable and transit accessible.	\$200,000
Universal Access to Burlington Parks	This project will assess all of Burlington's parks to identify ADA-related deficiencies that create barriers for access to each park and to specific eligible destinations within each park. It will also review best practices, community partners, and recommend strategies that can bridge transportation barriers to parks for people with limited mobility.	\$50,000
VT 127 Shared Use Path Scoping & Feasibility Study	This project will complete scoping for new access points to and from the 127 path, assess the feasibility of widening the path, and assess the crash history of vehicles from SR 127 striking the fence that separates the roadway from the path.	\$150,000
Coordinated Short Term Bicycle and Pedestrian	This is a request for technical assistance to develop an Active Transportation Count Methodology for the City of Burlington.	CCRPC staff assistance

Counts Workplan		only
Property Transportation Plan	Previous UPWP funding assisted Burlington Electric Department (BED) and the Burlington 2030 District (BTV 2030) to develop customized Property Transportation Plans (PTP). Additional UPWP funding will bolster and hone the PTP template, survey distribution and analysis, completion of new PTPs, and engagement, outreach and follow-up with property owners and managers.	\$6,750
Cottage Grove, Stanbury Road, and Green Acres Drive Sidewalk Scoping	This project will work with a consultant to develop a scoping report to facilitate development of sidewalks within the New North End.	\$50,000
Traffic Modeling of Shelburne Street	This project will require technical assistance from CCRPC staff to update traffic data and traffic models for Shelburne St. The purpose is to obtain current traffic data and projections as Burlington prepares for a future corridor study, following completion of the Champlain Parkway project.	CCRPC staff assistance only
Northern Waterfront Connectivity Study	This project will engage the community and adjacent landowners to scope the alternatives, identify opportunities and constraints, and identify the preferred alternatives and cost estimates to fill gaps in the sidewalk and path network for improved connections to the northern waterfront.	\$30,000

Regional Activities

- ECOS Plan Implementation and Update:** The [2018 Chittenden County ECOS Plan](#) (Environment; Community; Opportunity; Sustainability) is the regional plan for Chittenden County and combines the Regional Plan, the Metropolitan Transportation Plan, and the Comprehensive Economic Development Strategy into one. [The ECOS Scorecard](#) monitors the accomplishments and progress indicators for all 17 of the ECOS goals. CCRPC began updating the ECOS plan for the next five years in FY 2023 for intended adoption in 2024.
- Public Engagement and Racial Equity:** The CCRPC continued to build organizational capacity to address systemic racism and inequities in our communities through the following actions:
 - Hiring a full time Equity & Engagement Manager to lead organizational and project-specific equity and racial justice efforts.
 - Facilitating, providing, and/or taking advantage of educational opportunities for our staff, municipalities, and other local and regional partners.
 - Strengthening existing relationships and partnerships and forging new ones with community organizations, grassroots organizers, and individuals working directly with marginalized communities.
 - Supporting and facilitating an [Equity Advisory Committee](#) to guide CCRPC's equity work.
 - Drafting an organizational Equity Statement and Equity Action Plan, building off of recommendations from the Creative Discourse Group's [Organizational Equity Assessment](#).
 - Beginning to explore and design a community capacity building grant program using FHWA funds to increase trust, education, and participation from marginalized communities in CCRPC's transportation decision-making.
- Chittenden County Comprehensive Economic Development Strategy:** With federal funding from the US Economic Development Administration (EDA), CCRPC completed a Comprehensive Economic Development Strategy (CEDS) in concert with the Addison, Rutland and Central VT regions -- collectively called the [West Central Vermont CEDS](#). The CEDS identifies priority economic development strategies and projects and will be used by a variety of federal and state funding programs when making grant decisions. The West Central Vermont CEDS was approved by EDA in June 2023.

- **Housing:** The Building Homes Together campaign is a collaboration between CCRPC, Champlain Housing Trust, and Evernorth that focuses on the production of much-needed housing in Chittenden County through outreach, education, and advocacy efforts. The Building Homes Together 2.0 campaign was launched in fall 2021 with the goal of building 5,000 homes by 2025 for people of all incomes, including at least 1,250 affordable homes. Review the latest housing data, infographics, and press releases [here](#). In 2023, the Legislature passed the [HOME Act](#) (S.100/Act 47) changing municipal zoning requirements in an effort to encourage more housing production.
- **Mapping Assistance:** The CCRPC has many [mapping applications](#) to assist municipalities with planning. Applications include dashboards, town plan mapping, zoning maps, thematic and analytical mapping of natural, cultural and transportation resources. CCRPC has also built an [ArcGIS Urban](#) model that supports land use scenario planning and impact assessment.
- **Regional Energy Planning:** The CCRPC continued initiatives to support the [Region's Enhanced Energy Plan](#), Statewide Comprehensive Energy Plan, and emerging climate goals. With guidance from CCRPC's Long-Range Planning Committee's Energy Sub-committee, the CCRPC drafted the ECOS Plan's enhanced energy plan sections to be consistent with the 2022 Department of Public Service's Energy Planning Standards. CCRPC shared guidance on how to address climate change in land use regulations with municipal planning offices and planning commissions, and via state-wide presentations with VT Fish & Wildlife. Lastly, with Drive Electric Vermont, the CCRPC engaged municipal planning offices regarding strategies on how to develop electric vehicle charger plans.
- **Regional Energy Implementation:** The CCRPC provided information regarding the federal Energy Efficiency and Conservation Block Grant (EECBG) Program, the Inflation Reduction Act, and electric vehicle incentives. CCRPC provided technical support to municipalities regarding the state-wide [Municipal Energy Resilience Program](#) for municipal buildings.
- **Public Transportation Planning:** The CCRPC remains engaged with [Green Mountain Transit](#) (GMT) in a wide variety of public transit planning projects and initiatives to support the continued development of a transportation system that is efficient, equitable and environmentally sustainable. Within the CCRPC's FY23 [UPWP](#), \$442,840 was allocated to GMT for transit planning in Chittenden County.
- **Regional Technical Assistance:** This includes, but is not limited to, municipal technical assistance for various transportation issues, GIS mapping, and bylaw revisions, Act 250/Section 248 application reviews, grant administration and grant application assistance for plans, federal grant assistance, projects and initiatives at the local level.
- **Transportation Demand Management (TDM):** CCRPC and VTrans managed the second year of [Park Your CARbon](#), formerly the Way to Go! Challenge. This outreach and education program encourages sustainable transportation by demonstrating the environmental and financial benefits of non-single occupant vehicle travel. The CCRPC participated in CATMA's inaugural [Transportation Summit](#) and their [Transportation Coordinator](#) (TC) Network program and events to learn from other TC Network members about employee TDM benefits and programs. TDM partners include: the Chittenden Area Transportation Management Association (CATMA), CarShare VT, the University of Vermont, Green Mountain Transit (GMT), Local Motion, Bird Bikeshare, Go! Vermont/VTrans, NetZero Vermont/Walk to Shop, and United Way.
- **Walk/Bike Planning:** The CCRPC completed the [2022 Regional Active Transportation Plan \(ATP\)](#), which serves as the active transportation element of the long-range Metropolitan Transportation Plan (MTP). The ATP includes a recommended regional network with prioritized project list, as well as programs and policies to support active transportation throughout the region. CCRPC staff collaborated with TDM partners and local municipalities to relaunch the regional bikeshare program. The CCRPC also promoted TDM strategies and provided bike/ped-related technical assistance to municipalities and businesses,

assisted municipalities with bike/ped grant and UPWP applications, managed bike/ped-related UPWP projects, and conducted bike/ped counts on paths, designated bike lanes, and other roadways.

- **Clean Water:** The CCRPC continued to host the [Clean Water Advisory Committee and the MS-4 Sub-Committee](#) and provide guidance to the State on disposition of the Vermont Clean Water Fund. CCRPC staff also sit on the Lake Champlain Sea Grant Program Advisory Committee, and managed Design Implementation Block Grant projects on behalf of select towns to design stormwater treatment practices. The CCRPC supported education programs such as the [Rethink Runoff](#) on behalf of nine of our municipalities, assisted with watershed resiliency mapping, and participated in water quality-focused policy discussions. CCRPC appoints representatives to three different Basin Water Quality Councils which work with their Clean Water Service Providers (CWSP) to oversee the development and implementation of non-regulatory water quality improvement projects that reduce phosphorus loading into these streams and Lake Champlain. These three Councils are the [Basin 5 Water Quality Council](#) (BWQC) for the Northern Lake Champlain Direct Drainages, the [Basin 7 Water Quality Council](#) for the Lamoille River watershed and the [Basin 8 Water Quality Council](#) for the Winooski watershed. Burlington is in Basins 5 and 8. Additionally, CCRPC is the designated [CWSP](#) for Basin 5.
- **Emergency Management:** CCRPC continued to staff the Regional Emergency Management Committee (REMC) which consists of two representatives from each municipality and others involved in emergency management in Chittenden County. The purpose of the REMC is to coordinate and support regional all-hazard emergency planning and preparedness activities to improve the region's ability to prepare for, respond to, and recover from all disasters. CCRPC staff participate in a wide array of emergency management-related workshops and exercises to support our role in the State Emergency Operations Center (SEOC) when called upon. The CCRPC served as the local liaison between municipalities and the state to collect damage assessment information after significant storm events, helped with emergency preparedness for hazardous materials incidents, collected information from each municipality on annual implementation of hazard mitigation activities, and worked with municipalities to complete Local Emergency Management Plans. Finally, CCRPC assisted IEM, a national consulting firm, with completion of the [2022 Chittenden County Multi-Jurisdictional All-Hazards Mitigation Plan](#) and its municipal annexes except for Colchester which developed its own stand-alone Local Hazards Mitigation Plan.
- **Municipal Roads General Permit (MRGP) Compliance and Water Quality Planning Assistance:** CCRPC staff continued to work with all Chittenden County municipalities on meeting their MRGP obligations. This includes evaluating segments through Road Erosion Inventories (REIs), tracking and documenting upgraded segments and outlets, and reporting to DEC (see [REI dashboard here](#), click on upper right for individual municipalities). Staff also assists municipalities with the State's Grants in Aid (GIA) program, which allocates funding to participating towns for stormwater improvements related to the MRGP. In FY23, 14 Chittenden County municipalities signed up to participate in the GIA program. An estimated 33 non-compliant segments will be upgraded using the allocated \$410,000.
- **Health Equity:** A grant from the Vermont Department of Health enabled CCRPC to work with all the RPCs in the state and Vermont Health Department staff to create the [Vermont Health Equity Planning Toolkit](#). CCRPC hosted a training on the healthy equity toolkit for the Planning Advisory Committee, shared health equity project information with the CCRPC's Equity Advisory Committee (EAC) and will work with the EAC as part of toolkit implementation. CCRPC staff also developed an [online Chittenden County Equity Mapping Tool](#) showing a collection of maps on race, disability, poverty status, and English ability.
- **Traffic Alert:** CCRPC compiled and sent out 32 traffic alerts about activities impacting traffic in Chittenden County over 8 months (no alerts January-March).
- **Chittenden County Park and Ride Plan Update:** This plan identifies opportunities for improvements to the existing facilities and evaluates the potential for new facilities that will benefit commuters and

residents throughout Chittenden County and the adjacent communities. The [final plan](#) was completed in October 2022.

- **VT Culverts:** [The VT Culverts website](#) can be used to view a town's bridges and culverts on a map, or in a chart based on condition or inventory date. CCRPC staff is one of two RPCs that manage the website. VT Culverts continues to gain traction in our region and throughout the state. At the end of June, 9 of our municipalities have actively used VT Culverts to inventory town-maintained bridges and culverts.
- **Chittenden County Communications Union District (CUD):** CCRPC assisted [the CUD](#) as they started to plan, contract, build, and manage infrastructure for high-speed internet access throughout Chittenden County. Mission Broadband was hired for consulting and project management services in June.
- **Northwest VT Transit Oriented Development (TOD):** CCRPC received a grant from the US Department of Transportation in the fall 2022 to develop comprehensive plans for transit-oriented development for up to 12 communities across a five-county region in Northwest Vermont. The grant funding will also support planning work to improve bus services and/or commuter rail to connect economically disadvantaged rural residents to employment opportunities and services. Work will begin in late 2023.
- **Chittenden County I-89 2050 Study:** The CCRPC, in collaboration with VTrans, municipalities, and other interested parties, completed the [I-89 2050 Study](#) in late 2022. The study developed an implementation plan that will guide short, medium, and long-term transportation improvements to the corridor over the next 30 years.

For further information about the CCRPC, please visit <http://www.ccrpcvt.org/> or contact CCRPC Executive Director, Charlie Baker: cbaker@ccrpcvt.org.

Lori Olberg

From: City of Burlington Vermont
Sent: Monday, December 11, 2023 2:19 PM
To: Lori Olberg
Subject: Form submission from: Contact Us [City Council]

You are receiving this message because you are a designated recipient for: City Council

Received from: Natalie Talbott

Reply to e-mail Address: natclaytalbott@icloud.com

Subject: I DEMAND A CEASEFIRE.

Message: Burlington City Council,

I am writing for the purpose of demanding the support of a ceasefire and the end to blockade in Palestine. While there are many things that I disagree with as a part of this resolution, it must be passed due to the bare minimum that it would provide. The fact that there is any opposition to this resolution is repulsive, and shows where politicians put the significance of human life. The mass destruction of the Gaza Strip exhibits the beginnings of genocide, and I refuse to be complacent with the role that the United States plays as a part. I demand for the passing of this resolution and of the safety of those suffering in the Gaza Strip.

Yours truly,

Burlington Resident and Student Natalie Talbott

Submitted on Monday, December 11, 2023 - 14:18 from IP address: 65.183.156.221

Check IP address location: <https://viewdns.info/iplocation/?ip=65.183.156.221>

Questions about this form? e-mail webmaster@burlingtonvt.gov

Lori Olberg

From: Mark Leopold <Mark.Leopold@burlingtontelecom.net>
Sent: Monday, December 11, 2023 1:59 PM
To: burlingtontownclerk; Mayor's Office; Zoraya Hightower; Gene Bergman; Joseph Magee; Sarah Carpenter; Benjamin Traverse; Karen Paul; Ali Dieng; Hannah King; Melo Grant; Tim Doherty; Mark Barlow; Joan Shannon
Subject: Burlington City Council Meeting December 11, 2023

Some people who received this message don't often get email from mark.leopold@burlingtontelecom.net. [Learn why this is important](#)

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

I respectfully request that the following be included in the record of the Burlington city Council meeting for tonight December 11, 2023.

My name is Mark Leopold

I was born in Burlington 71 years ago and so far I have lived in our beautiful city for more than 45 of my years.

As a ward 4 resident I vote regularly. Most Wednesdays I engage with Mayor Miro and some members of this council, along with other concerned citizens.

I want to thank our mayor for his 16 years of service and his transparency.

The mayor demonstrates dedication to listening to other voices and understanding differing priorities and ideas.

The meetings are mostly marked by civility even during real disagreement.

Mostly, I am impressed with the city council decisions.

Most of the time the council is **focused** on Burlington's real urgent needs and problems.

Tonight I am asking my city counselors to demonstrate that **proper focus** again.

The proposed "Resolution Relating to SUPPORT OF THE THREE YOUNG PALESTINIAN-AMERICAN MEN VICTIMIZED BY A SENSELESS ACT OF HATE AND HONORING THE BURLINGTONIANS WHO HELPED THEM - AND CALLING FOR A PERMANENT CEASEFIRE BETWEEN ISRAEL AND PALESTINE" is **outside** the purview of the council.

It is hateful, unnecessarily divisive and creates division that makes all of us less safe.

I condemn hate and violence.

I condemn the tragic shootings. It was a senseless act of hate against three young men – **Hisham** Awartani, **Kinnan** Abdalhamid, and **Ali** Ahmad.

The "AMENDED RESOLUTION for COMMUNITY UNITY" by Councilor Ben Traverse is focused and entirely within the purview of this council. It has the right content for healing.

The original resolution should be abandoned.

The amended resolution should be approved.

Thank you counselors for your hard work.

Thank you council president Karen Paul for your council leadership.

I am grateful for the opportunity to speak tonight.

Mark Leopold

Mark.Leopold@burlingtontelecom.net

Resolution Relating to

SUPPORT OF THE THREE YOUNG MEN OF
PALESTINIAN DESCENT VICTIMIZED BY A SENSELESS
ACT OF HATE AND HONORING THE BURLINGTONIANS
WHO HELPED THEM - AND CALLING FOR A
PERMANENT CEASEFIRE BETWEEN ISRAEL AND
PALESTINE

RESOLUTION_____

Sponsor(s): Councilors Dieng, Magee,
Bergman
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, in the early evening of Saturday, November 25, 2023, the Burlington and Vermont
- 2 community was horrified to learn that three young men of Palestinian descent had been shot on North Prospect
- 3 Street while they were visiting family to celebrate Thanksgiving; and
- 4 WHEREAS, this attack was profoundly inhumane, shocking and unprovoked; potentially constituting
- 5 a hate crime; and
- 6 WHEREAS, under the leadership of Chief Murad, and with the support of local, state, and federal
- 7 partners, the Burlington Police Department quickly identified and apprehended the suspected shooter; and
- 8 WHEREAS, since 2020, Burlington has experienced many incidents involving gun violence that have
- 9 justifiably caused many members of our community to feel unsafe; and
- 10 WHEREAS, we aspire to be a welcoming community where all people can feel safe regardless of how
- 11 they look, what language they speak, where they come from, what they believe, or who they love; and
- 12 WHEREAS, the Burlington City Council recognizes that what makes Burlington unique and special is
- 13 a forward-thinking environment that fosters a healthy community dialogue and acceptance of all people; and
- 14 WHEREAS, we recognize that diversity is a gift and is our future; and this diversity encompasses
- 15 people of color, people living with disabilities, older people and younger people, LGBTQIA+ people, people
- 16 of different beliefs, faiths, and cultures; and
- 17 WHEREAS, the City Council created by resolution¹ a Standing Committee on Racial Equity,
- 18 Inclusion, and Belonging and in 2020, the City of Burlington inaugurated a new Department of Racial Equity,
- 19 Inclusion, and Belonging²; and
- 20 WHEREAS, the Burlington City Council honors the strengths and contributions of Arab, Muslim and
- 21 Jewish individuals and communities within our broader community; and

¹ “Resolution Relating to Formation of a Diversity, Equity and Inclusion Committee to Develop a Strategic Plan,” adopted unanimously by the City Council on July 16, 2012 and approved by mayoral signature on July 16, 2012
² “Resolution Relating to Annual Appropriation and Budget for Fiscal Year Beginning July 1, 2020 and Ending June 30, 2021” adopted by the City Council on June 30, 2020 and approved by mayoral signature on July 13, 2020

SUPPORT OF THE THREE YOUNG MEN OF PALESTINIAN DESCENT
VICTIMIZED BY A SENSELESS ACT OF HATE AND HONORING THE
BURLINGTONIANS WHO HELPED THEM - AND CALLING FOR A
PERMANENT CEASEFIRE BETWEEN ISRAEL AND PALESTINE

22 WHEREAS, the Burlington City Council acknowledges the struggles of the Palestinian people living
23 under foreign military occupation; and

24 WHEREAS, on October 7, 2023, Hamas perpetrated an attack upon Israel that killed approximately
25 1,200 people, with about 250 taken and held hostage³; and

26 WHEREAS, in response to the Hamas attacks on Israel, the State of Israel has engaged in a war against
27 Hamas which is resulting in the collective punishment of the Palestinian people in Gaza and in the West
28 Bank⁴; and

29 WHEREAS, since October 7, 2023, Israel has killed over 14,000 people in Gaza (as of November 29,
30 2023, according to the Gaza Health Ministry⁵) and left 2.3 million Gazans in a state of despair and unable to
31 meet their most basic needs⁶; and

32 WHEREAS, the US Congress has pledged aid to Gaza, but US President Biden⁷ and UN Secretary
33 General Guterres⁸ have both stated repeatedly and recently that an insufficient amount of aid has actually
34 made it through the Israeli blockade to the people of Gaza; and

35 WHEREAS, protesters and counter-protesters around the world have demonstrated against each other
36 and against Hamas, Palestinians, Israel, and/or Israelis; however, within Burlington, Arabs, Muslims,
37 Palestinians, and Jews have generally come together and spoken with one voice to say that hate of any kind
38 has no place in our community; and

39 WHEREAS, Burlingtonians have demonstrated their strong support and care for the victims that were
40 shot on Saturday, November 25th in Burlington, Vermont, as well as their families, and their communities;

41 NOW, THEREFORE, BE IT RESOLVED that the Burlington City Council joins Mayor Miro
42 Weinberger in stating unequivocally that anti-Palestinian, anti-Arab, Islamophobic hate, and Antisemitism, or
43 hate of any kind will never have a place in our community; and

³ [Secretary-General António Guterres' remarks on Resolution 2712 to the UN Security Council](#) (November 29, 2023)

⁴ [Secretary-General António Guterres' message on the International Day of Solidarity with the Palestinian People](#) (Nov 29, 2023)

⁵ [Secretary-General António Guterres' remarks on Resolution 2712 to the UN Security Council](#) (November 29, 2023)

⁶ Ibid.

⁷ [Statement from National Security Advisor Jake Sullivan on Airlift of Critical Humanitarian Supplies to Egypt to Support Aid Delivery in Gaza](#) (November 28, 2023)

⁸ [Secretary-General António Guterres' remarks on Resolution 2712 to the UN Security Council](#) (November 29, 2023);

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VICTIMIZED BY A SENSELESS ACT OF HATE AND HONORING THE
BURLINGTONIANS WHO HELPED THEM - AND CALLING FOR A
PERMANENT CEASEFIRE BETWEEN ISRAEL AND PALESTINE

44 BE IT FURTHER RESOLVED that the Burlington City Council joins Mayor Miro Weinberger in
45 calling upon the Burlington community to come together regardless of faith, and continue to stand united in
46 our shared support for the victims and their families; and

47 BE IT FURTHER RESOLVED that the Burlington City Council commends the courageous and
48 compassionate response from our community members who responded without hesitation to provide
49 immediate care to the victims; and

50 BE IT FURTHER RESOLVED that the Burlington City Council appreciates the work of the
51 Burlington Police Department; and their local, state, and federal partners for their rapid, professional response;
52 and

53 BE IT FURTHER RESOLVED that the Burlington City Council appreciates the work of the
54 Burlington Fire department; and the staff of UVM Medical Center; and

55 BE IT FURTHER RESOLVED that the Burlington City Council joins Senator Sanders in calling for
56 the conditioning of US military aid to Israel to end Israel's blockade and siege of the Palestinian people⁹; to
57 ensure that humanitarian aid reaches the people of Gaza with urgency; and

58 BE IT FURTHER RESOLVED that the Burlington City Council joins Senator Welch¹⁰ and
59 Representative Balint¹¹ in calling for a ceasefire for the people of Palestine and Israel; and that copies of this
60 resolution be sent to Vermont's governor and congressional delegation upon adoption; and

61 BE IT FURTHER RESOLVED that the Burlington City Council demands an immediate cessation of
62 hostilities and end to this war between Israelis and Palestinians.¹²

63

64

65 JP/AD/Resolutions 2023/Support Of The Three Young Men Of Palestinian Descent Victimized By A Senseless Act Of Hate And Honoring The
66 Burlingtonians Who Helped Them - And Calling For A Permanent Ceasefire Between Israel And Palestine
67 December 11, 2023

⁹ [Press Release: Sanders Calls for Conditioning Aid to Israel Amidst the Growing Crisis in Gaza and the West Bank](#) (Nov 18, 2023)

¹⁰ [Senator Peter Welch Calls for Indefinite Ceasefire](#) (November 28, 2023)

¹¹ [Op-Ed \[from Becca Balint\]: What Is Needed Right Now Is An Immediate Break In Violence To Allow For A True Negotiated Ceasefire](#) (Nov 16, 2023)

¹² ["The American Public's Views on Israel Are Undergoing a Profound Shift. Washington Hasn't Caught Up"](#) (July 19, 2023) in *Time Magazine*, by Yasmeen Serhan

Resolution Relating to

SUPPORT OF THE THREE YOUNG MEN OF
PALESTINIAN DESCENT VICTIMIZED BY A SENSELESS
ACT OF HATE AND HONORING THE BURLINGTONIANS
WHO HELPED THEM - AND CALLING FOR A
PERMANENT CEASEFIRE BETWEEN ISRAEL AND
PALESTINE

RESOLUTION_____

Sponsor(s): Councilors Dieng, Magee,
Bergman
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, in the early evening of Saturday, November 25, 2023, the Burlington and Vermont community was horrified to learn that three young men of Palestinian descent had been shot on North Prospect Street while they were visiting family to celebrate Thanksgiving; and

WHEREAS, this attack was profoundly inhumane, shocking and unprovoked; potentially constituting a hate crime; and

WHEREAS, under the leadership of Chief Murad, and with the support of local, state, and federal partners, the Burlington Police Department quickly identified and apprehended the suspected shooter; and

WHEREAS, since 2020, Burlington has experienced many incidents involving gun violence that have justifiably caused many members of our community to feel unsafe; and

WHEREAS, we aspire to be a welcoming community where all people can feel safe regardless of how they look, what language they speak, where they come from, what they believe, or who they love; and

WHEREAS, the Burlington City Council recognizes that what makes Burlington unique and special is a forward-thinking environment that fosters a healthy community dialogue and acceptance of all people; and

WHEREAS, we recognize that diversity is a gift and is our future; and this diversity encompasses people of color, people living with disabilities, older people and younger people, LGBTQIA+ people, people of different beliefs, faiths, and cultures; and

WHEREAS, the City Council created by resolution¹ a Standing Committee on Racial Equity, Inclusion, and Belonging and in 2020, the City of Burlington inaugurated a new Department of Racial Equity, Inclusion, and Belonging²; and

WHEREAS, the Burlington City Council honors the strengths and contributions of Arab, Muslim and Jewish individuals and communities within our broader community; and

¹ “Resolution Relating to Formation of a Diversity, Equity and Inclusion Committee to Develop a Strategic Plan,” adopted unanimously by the City Council on July 16, 2012 and approved by mayoral signature on July 16, 2012
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SUPPORT OF THE THREE YOUNG MEN OF PALESTINIAN DESCENT
VICTIMIZED BY A SENSELESS ACT OF HATE AND HONORING THE
BURLINGTONIANS WHO HELPED THEM - AND CALLING FOR A
PERMANENT CEASEFIRE BETWEEN ISRAEL AND PALESTINE

22 WHEREAS, the Burlington City Council acknowledges the struggles of the Palestinian people living
23 under foreign military occupation; and

24 WHEREAS, according to the Israeli government, on October 7, 2023, Hamas perpetrated an attack
25 upon Israel that killed approximately 1,200 people, with about 250 taken and held hostage³; and

26 WHEREAS, in response to the Hamas attacks on Israel, the State of Israel has engaged in a war against
27 Hamas which is resulting in the collective punishment of the Palestinian people in Gaza and in the West
28 Bank⁴; and

29 WHEREAS, since October 7, 2023, Israel has killed over 14,000 people in Gaza (as of November 29,
30 2023, according to the Gaza Health Ministry⁵) and left 2.3 million Gazans in a state of despair and unable to
31 meet their most basic needs⁶; and

32 WHEREAS, the US Congress has pledged aid to Gaza, but US President Biden⁷ and UN Secretary
33 General Guterres⁸ have both stated repeatedly and recently that an insufficient amount of aid has actually
34 made it through the Israeli blockade to the people of Gaza; and

35 WHEREAS, protesters and counter-protesters around the world have demonstrated against each other
36 and against Hamas, Palestinians, Israel, and/or Israelis; however, within Burlington, Arabs, Muslims,
37 Palestinians, and Jews have generally come together and spoken with one voice to say that hate of any kind
38 has no place in our community; and

39 WHEREAS, Burlingtonians have demonstrated their strong support and care for the victims that were
40 shot on Saturday, November 25th in Burlington, Vermont, as well as their families, and their communities;

41 NOW, THEREFORE, BE IT RESOLVED that the Burlington City Council joins Mayor Miro
42 Weinberger in stating unequivocally that anti-Palestinian, anti-Arab, Islamophobic hate, and Antisemitism, or
43 hate of any kind will never have a place in our community; and

³ [Secretary-General António Guterres' remarks on Resolution 2712 to the UN Security Council](#) (November 29, 2023)

⁴ [Secretary-General António Guterres' message on the International Day of Solidarity with the Palestinian People](#) (Nov 29, 2023)

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⁷ [Statement from National Security Advisor Jake Sullivan on Airlift of Critical Humanitarian Supplies to Egypt to Support Aid Delivery in Gaza](#) (November 28, 2023)

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44 BE IT FURTHER RESOLVED that the Burlington City Council joins Mayor Miro Weinberger in
45 calling upon the Burlington community to come together regardless of faith, and continue to stand united in
46 our shared support for the victims and their families; and

47 BE IT FURTHER RESOLVED that the Burlington City Council commends the courageous and
48 compassionate response from our community members who responded without hesitation to provide
49 immediate care to the victims; and

50 BE IT FURTHER RESOLVED that the Burlington City Council appreciates the work of the
51 Burlington Police Department; and their local, state, and federal partners for their rapid, professional response;
52 and

53 BE IT FURTHER RESOLVED that the Burlington City Council appreciates the work of the
54 Burlington Fire department; and the staff of UVM Medical Center; and

55 BE IT FURTHER RESOLVED that the Burlington City Council joins Senator Sanders in calling for
56 the conditioning of US military aid to Israel to end Israel's blockade and siege of the Palestinian people⁹; to
57 ensure that humanitarian aid reaches the people of Gaza with urgency; and

58 BE IT FURTHER RESOLVED that the Burlington City Council joins Senator Welch¹⁰ and
59 Representative Balint¹¹ in calling for a ceasefire for the people of Palestine and Israel; and that copies of this
60 resolution be sent to Vermont's governor and congressional delegation upon adoption; and

61 BE IT FURTHER RESOLVED that the Burlington City Council demands an immediate cessation of
62 hostilities and end to this war between Israelis and Palestinians.¹²

63

64

65 AD/Resolutions 2023/Support Of The Three Young Men Of Palestinian Descent Victimized By A Senseless Act Of Hate And Honoring The
66 Burlingtonians Who Helped Them - And Calling For A Permanent Ceasefire Between Israel And Palestine
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¹¹ [Op-Ed \[from Becca Balint\]: What Is Needed Right Now Is An Immediate Break In Violence To Allow For A True Negotiated Ceasefire](#) (Nov 16, 2023)

¹² ["The American Public's Views on Israel Are Undergoing a Profound Shift. Washington Hasn't Caught Up"](#) (July 19, 2023) in *Time Magazine*, by Yasmeen Serhan

Resolution Relating to

A COMMUNITY STATEMENT OF SOLIDARITY IN
RESPONSE TO THE SHOOTING OF NOVEMBER 25, 2023

RESOLUTION_____

Sponsor(s): Councilor Traverse
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, on November 25, 2023, three young Palestinian men were shot while visiting Burlington
2 to spend time with loved ones during the Thanksgiving holiday; and
3 WHEREAS, immediately after the shooting, Burlington community members offered aide and sanctuary
4 to the victims; and
5 WHEREAS, the Burlington Police Department, in collaboration with the Federal Bureau of
6 Investigation, U.S. Bureau of Alcohol, Tobacco, Firearms, and Explosives, members of the Chittenden County
7 Gun Violence Task Force, Chittenden County State’s Attorney’s Office, United States Attorney’s Office, and
8 other law enforcement partners promptly conducted a thorough and efficient investigation to apprehend and
9 charge the alleged shooter; and
10 WHEREAS, the shooting victims received medical treatment and care from Burlington first responders,
11 including members of the Burlington Fire Department, and healthcare professionals at the University of
12 Vermont Medical Center, and the victims are continuing to recover from their injuries; and
13 WHEREAS, in the days following the shooting, the Burlington community has spoken with a unified
14 voice to condemn this act of violence, to offer support to the victims and their loved ones, to host candlelight
15 vigils for the victims, to support fundraisers for the victims, and to reinforce that Burlington must be a safe
16 community that is welcoming to all; and
17 WHEREAS, neighbors in the community where the shooting occurred started a campaign to place
18 hundreds of posters in residences, houses of worship, schools, businesses, and other community gathering spots
19 that display a green heart with the statement “Neighbors Stand Against Hate”; and
20 WHEREAS, multiple faith leaders have denounced the shooting, offered support and prayers for the
21 victims, and continue to explore how to collectively express unity among Burlington’s diverse religious
22 communities; and
23 WHEREAS, members of Burlington’s Arab, Muslim, Palestinian, Israeli, and Jewish communities, who
24 have recently been the victims of more frequent incidents of islamophobia, antisemitism, and other acts of hate,
25 understandably had heightened concerns for their safety after the November 25 shooting; and

26 WHEREAS, incidents of islamophobia, antisemitism, and other acts of hate have been occurring more
27 frequently here locally and across the globe, at least in part, because of ongoing hostilities between Israel and
28 Hamas; and

29 WHEREAS, many members of our Arab, Muslim, Palestinian, Israeli, and Jewish communities, and
30 other Burlingtonians have been personally impacted by the ongoing hostilities between Israel and Hamas, which
31 as a result of the terrorist attacks perpetrated by Hamas on October 7, 2023 and the ensuing hostilities between
32 Israel and Hamas, has resulted in the deaths of thousands of innocent civilians, and

33 WHEREAS, the Burlington community has a longstanding tradition of leading calls for peace both
34 locally and abroad;

35 NOW, THEREFORE, BE IT RESOLVED, that the Burlington City Council expresses solidarity with
36 the victims of the November 25 shooting, wishes them physical strength and peace of mind in their recovery,
37 and offers its full support to the victims and their loved ones; and

38 BE IT FURTHER RESOLVED, that the Burlington City Council commends the courageous and
39 compassionate response from community members who offered aide and sanctuary to the victims in the
40 immediate aftermath of the shooting; and

41 BE IT FURTHER RESOLVED, that the Burlington City Council thanks the professionals of the
42 Burlington Police Department, Federal Bureau of Investigation, U.S. Bureau of Alcohol, Tobacco, Firearms,
43 and Explosives, members of the Chittenden County Gun Violence Task Force, Chittenden County State's
44 Attorney's Office, United States Attorney's Office, and other law enforcement partners who worked tirelessly
45 to promptly apprehend and charge the alleged shooter; and

46 BE IT FURTHER RESOLVED, that the Burlington City Council also thanks the hardworking first
47 responders, including members of the Burlington Fire Department, and the medical professionals at the
48 University of Vermont Medical Center who provided medical care to the victims; and

49 BE IT FURTHER RESOLVED, that the Burlington City Council offers its support to neighbors, faith
50 leaders, educational professionals, and other community members who have been organizing unified campaigns
51 and initiatives to express support for the victims and their loved ones; and

52 BE IT FURTHER RESOLVED, that the Burlington City Council values and supports Burlington's Arab,
53 Muslim, and Jewish communities, unequivocally denounces any and all incidents of islamophobia,
54 antisemitism, and other acts of hate, and will continue to commit itself to efforts that will ensure Burlington
55 remains a welcoming and safe place for all peace-loving people; and

BE IT FURTHER RESOLVED, that the Burlington City Council expresses support for members of Burlington's Arab, Muslim, Palestinian, Israeli, and Jewish communities, and all other Burlingtonians who have been personally impacted by the ongoing hostilities between Israel and Hamas; and

BE IT FURTHER RESOLVED, that the Burlington City Council calls for peace both locally and abroad, and implores Senator Bernie Sanders, Senator Peter Welch, and Congresswoman Becca Balint to take all possible steps that will help end the ongoing hostilities and lead to an enduring peace between Israelis and Palestinians.

BT/Resolutions 2023/A *Community Statement of Solidarity in Response to the Shooting of November 25, 2023*
December 11, 2023

Lori Olberg

From: Zoraya Hightower
Sent: Monday, December 11, 2023 10:25 PM
To: Lori Olberg; City Council
Subject: Amendment to 8.2

Hi all,

Sharing my amendments to 8.2 (adding bold phrasing)

Zoraya



Zoraya Hightower (she/her)
Ward 1 City Councilor
Burlington, Vermont

From: Zoraya Hightower
Sent: Monday, December 11, 2023 10:10 PM
To: Benjamin Traverse <btraverse@burlingtonvt.gov>
Subject: Amendment to 8.2

Sure, here you go:

Lines 28 - 31

WHEREAS, many members of our Arab, Muslim, Palestinian, Israeli, and Jewish communities, and other Burlingtonians have been personally impacted by the ongoing hostilities between Israel and Hamas, which as a result of the terrorist attacks perpetrated by Hamas on October 7, 2023 and the ensuing hostilities between Israel and Hamas, has resulted in the deaths of thousands of innocent civilians, **the vast majority of who are Palestinians killed by Israeli military action**, and

Zoraya



Zoraya Hightower (she/her)
Ward 1 City Councilor
Burlington, Vermont

Resolution Relating to

MARCH 5, 2024 ANNUAL CITY MEETING--PROPOSED
CHARTER CHANGE RE POLICING

RESOLUTION_____

Sponsor(s): Joint Charter and
Ordinance Committee
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, over the past several years, as part of its continued commitment to oversight and accountability, the City Council and the Administration have continued to take steps to revise Burlington’s police oversight, transparency, and accountability practices; and

WHEREAS, pursuant to a resolution adopted by the Council on February 6, 2023, the City Council requested the Ordinance Committee and Charter Change Committee to hold joint meetings, allowing for community and stakeholder input on the disciplinary authority of the Chief of Police, the oversight role of the Police Commission, and the creation of a separate community oversight body independent from the Burlington Police Department; and

WHEREAS, over a span of eight months, the Joint Ordinance and Charter Change Committee met fourteen times, seeking and receiving community and stakeholder input on the issues; and

WHEREAS, the Joint Committee voted to move forward a proposed charter change for public comment with the understanding it may be placed upon the ballot after a final vote of the Burlington City Council; and

WHEREAS, in accordance with 17 V.S.A. § 2645, two public hearings shall be held on a proposed amendment of the Burlington City Charter prior to it being placed upon the ballot of the Annual City Meeting;

NOW, THEREFORE, BE IT RESOLVED, that the City Council moves forward for the public’s consideration the proposed amendment to the Burlington City Charter, and asks that the City Clerk set public hearings on the proposed in accordance with 17 V.S.A. § 2645 on whether the Charter of the City of Burlington, Acts of 1949, No. 298 as amended be further amended to amend Article 62, Police Department; Article 63, Chief of Police and Captain; and Article 65, Removal or Suspension, thereto to read as follows:

ARTICLE 62. POLICE DEPARTMENT

183 Board of Police commissioners; composition; terms.

The Board of Police Commissioners shall consist of seven legal voters and should represent the diverse nature of said City's constituents, including those from historically marginalized communities, to be appointed by the City Council with Mayor presiding to serve for three years and until their successors are appointed and qualified.

184 Same-powers and duties.

(a) The City Council shall make rules and regulations for the government of the entire ~~pPolice~~ ~~force~~ Department and shall fix the qualifications of applicants for positions and service on said ~~force~~ Department and, to the extent permitted by applicable law, the Chief of Police shall furnish the City Council with any information they may require concerning ~~the finances of~~ the Police Department. The Chief of Police shall be responsible for all expenditures made by the Police Department and no expenditures shall be made by the Department except in conformity with the standards promulgated by the City Council.

(b) The Board of Police Commissioners shall have such authority and responsibility relating to the management, auditing, or monitoring of the Police Department, its services, and facilities as may be delegated from time to time by ~~resolution~~ the ordinances and orders of the City Council. Said Board shall notify the Mayor and the Chief Administrative Officer, in writing, of any and all changes, modifications, or additions to the rules and regulations of the Department.

(c) Without limitation to the foregoing, the Board of Police Commissioners and the Chief of Police may propose rules and regulations for the government of the entire Police Department in a manner not inconsistent with those established by the City Council. Adoption of such proposed rules and regulations requires joint approval by the Board of Police Commissioners and the Chief of Police. In the event joint approval is not provided by the Board of Police Commissioners and the Chief of Police, either party may bring forward to the City Council the proposed rule or regulation for the City Council's consideration.

(d) The Board of Police Commissioners shall have the authority to receive and review all civilian and internal allegations of misconduct by members of the Police Department. To the greatest extent permitted by law, the Chief of Police shall provide the Board of Police Commissioners timely updates of any review, investigation, or disposition of alleged misconduct, and the Board of Police Commissioners shall have the ability to request additional information from the Chief of Police and access to all documents or other evidence relied upon by the Chief of Police in reviewing allegations of misconduct. For higher level complaints of alleged misconduct, the complaint may not be disposed until the Board of Police Commissioners is notified of the proposed disposition.

After receiving notice from the Chief of Police of the recommended or actual disposition relating to the review of alleged misconduct, the Board of Police Commissioners shall have the authority to:

(i) recommend an alternative disposition to the Chief of Police within a time established by ordinance; or

(ii) independently investigate any allegation of misconduct by members of the Police Department upon a 2/3 majority vote. Such investigation or review shall be conducted by an independent investigator hired by the Board of Police Commissioners, and approved by the City Attorney's Office, and completed within a time established by ordinance. Upon the conclusion of such an investigation, the Board of Police Commissioners may make a recommendation per subsection (i). The Board of Police Commissioners shall not have the authority to investigate or impose discipline upon the Chief of Police. Matters regarding the alleged misconduct of the Chief of Police shall be addressed in conformity with section 190(b) of this Charter.

(e) Upon receiving a recommendation by the Board of Police Commissioners in subsection (d), the Chief of Police may accept the recommendation subject to the notice and hearing provisions in Article 62, section 190(a) or reject the recommendation. In the event the Chief of Police rejects the recommendation, the Chief of Police shall

immediately the notify Board of Police Commissioners. Upon receiving notice of the rejection, the Board of Police Commissions may, upon a 2/3 majority vote, request that an independent panel decide the disposition of the matter, subject to the notice and hearing provisions set forth in in Article 62, section 190(a).

This independent panel shall consist of three (3) persons appointed on a case by case basis by the Mayor. Members of the independent panel shall include at least two persons with experience in law enforcement, human resources or labor and employment law, or other similar experience, and one member from the general public.

ARTICLE 63. CHIEF OF POLICE AND CAPTAIN

185 Officers of ~~p~~Police ~~force~~ Department designated.

(a) The direction and control of the entire ~~p~~Police ~~force~~ Department, except as herein otherwise provided, shall be vested in a police officer who shall be called the Chief of Police, and such other ranking police officers as the City Council shall authorize, subject to the authority of the mayor as chief executive officer and the ordinances and orders of the City Council. The order of rank and succession within the Police Department shall be as designated by the City Council by regulation.

(b) Except as herein otherwise provided, such officers shall have the powers and duties granted to police officers by Vermont law and assigned to them by regulations adopted under section 184 of this Charter.

ARTICLE 65. REMOVAL OR SUSPENSION

190 Chief of Police may remove member for cause; hearing.

(a) Whenever it shall appear to the Chief of Police that any member of said ~~force~~ Police Department has become incompetent, inefficient or incapable from any cause, or is or has been negligent or derelict in his or her official duty, or is guilty of any misconduct in his or her private or official life, or whenever any well-grounded complaints or charges to such effect are made in writing to the Chief of Police by a responsible person against such member, the Chief of Police may investigate and, after appropriate notice and hearing, dismiss such member from the ~~force~~ Police Department, order a demotion in rank, or suspend the member without pay for a specified time period in excess of 14 days. In connection with any possible dismissal, demotion, or suspension for more than 14 days, the Chief of Police's notice to the member shall be given at least 48 hours prior to any hearing and shall include a description of the charges being considered. In connection therewith, the Chief of Police shall have the power to subpoena documents and witnesses and to administer the oath to such witnesses. Such a subpoena will be subject to enforcement or modification in conformity with the procedures set forth in 3 V.S.A. §§ 809a and 809b. The Board of Police Commissioners shall hear any appeal filed in a timely manner with respect to such actions of the Police Chief. The time of filing an appeal and the nature of the appellate process shall be as determined by such Board of Regulation. Following its consideration of any such appeal, the Board may affirm, modify, or vacate the decision made by the Chief of Police.

(b) Whenever it shall appear to the Mayor that the Chief has become incompetent, inefficient, or incapable from any cause, or has been negligent or derelict in his or her official duty, or is guilty of any misconduct in his or her private or official life, or whenever any well-grounded complaints or charges to such effect are made in writing to the Mayor

by a responsible person, the Mayor may suspend the Chief of Police from duty pending a hearing thereon by the City Council. The City Council shall forthwith notify the Chief of Police of the charges preferred by them, or of the complaints or charges presented by such responsible person in writing, and shall thereupon proceed to consider and investigate the same. It shall appoint a time and place for the hearing of such complaints and charges so made, shall give the Chief of Police reasonable notice of the same, not less than 48 hours, and the City Council shall have the power to subpoena documents and witnesses and to administer the oath to such witnesses. Such a subpoena will be subject to enforcement or modification in conformity with the procedures set forth in 3 V.S.A. §§ 809a and 809b.

(c) If, upon hearing, the City Council shall find such complaints or charges to be well founded, it may dismiss the Chief of Police from the ~~free~~ Police Department, demote him or her in rank, or suspend him or her without pay for a period not to exceed 60 days. The procedures outlined in this section shall control in the event of any conflict with section 129 of this charter as pertains to the removal of the Chief of Police.

(d) The Chief of Police may, without notice or hearing for any infraction, violation, or disobedience of any of the rules and regulations of the Police Department that may seem to the Chief of Police sufficient, suspend from duty without pay any member of the Police ~~free~~ Department for a period not to exceed 14 days.

BE IT FURTHER RESOLVED, that after the public hearings and any revisions to the language, the City Council may take a vote that the proposed amendment be placed on the ballot of the Annual City Meeting to be held on March 5, 2024.

*Material underlined added

**Material stricken out deleted

KS/Resolutions 2023/ March 5, 2024 Annual City Meeting Proposed Charter Change re Policing
12/8/23

To: Burlington City Council

From: Councilor Ben Traverse, Chair of the Ordinance Committee
Councilor Gene Bergman, Chair of the Charter Change Committee

Date: December 7, 2023

Re: Joint Committee Proposal

The joint committee on police oversight forwarded a proposed charter change for consideration by the full City Council. The question before the Council at its meeting on December 11 will be whether to warn this item for a public hearing to place this proposal on the Town Meeting Day ballot.

The following is a summary of the proposal before the City Council:

- Section 184 –
 - **Size of Commission** – The joint committee considered increasing the size of the Police Commission to nine members but ultimately settled on a proposal that keeps the existing seven-member Commission. This was supported by members of the Commission and the Mayor’s Office.
 - **Diversity of Commission** – The proposal adds language requiring that the Police Commission be representative of Burlington’s diverse communities, including those that have been historically marginalized.
- Section 185 –
 - Subsection (a) – **Information to City Council** – the existing charter provides that the Chief of Police is only obligated to furnish the City Council with information regarding the “finances” of the Police Department. In practice, the Chief of Police regularly provides the Council with more expansive information and the joint committee has proposed language that aligns with this existing practice. The Chief of Police and the Burlington Police Officers Association (BPOA) expressed a desire that the proposed language include additional parameters for information that is legally protected from disclosure. As noted below, the joint committee has invited suggested edits.
 - Subsections (b) and (c) – **Auditing and Monitoring, and Rulemaking** – in practice, the Police Commission regularly exercises auditing and monitoring functions over the Police Department. Additionally, to make amendments to or promulgate new rules or regulations at the departmental or Commission level, existing practice requires that these directives be mutually approved by both bodies. The joint committee has proposed language that reflects this practice and reaffirms the City Council’s role in potentially resolving any disagreement over rulemaking.

- Subsection (d) – **Complaint Review and Investigations**
 - First, the proposed language of this subsection reflects an existing practice where the Chief of Police regularly provides the Police Commission with notice of and updates on their review of complaints of alleged misconduct by a member of the Police Department. For higher-level complaints, such as those involving alleged use of force, the proposed language affirms that the Chief of Police may not dispose of the complaint until they have notified the Police Commission of any recommended disposition.
 - Second, the proposed language provides that in the course of receiving notice and updates of complaints of misconduct, the Police Commission may provide feedback to the Chief of Police and request that the Chief furnish the Commission with any documents related to their review of a complaint.
 - Third, the joint committee has proposed language affirming that once the Chief of Police has disposed of a complaint, the Police Commission may make a recommendation on an alternative disposition.
 - Additionally, a majority of the joint committee supported language that would allow the Police Commission, by a two-thirds vote, to hire a third party approved by the City Attorney’s Office to conduct an independent review or investigation of a complaint. The joint committee discussed whether the charter should provide this third party subpoena authority and a majority of the committee declined to extend that authority. The City Council would be able to establish time limitations for any review or investigation, and at the conclusion of that process, the Police Commission may exercise its authority to make a recommendation on an alternative disposition of a complaint. Some members of the Police Commission provided public testimony indicating disagreement with their assuming an expanded investigatory role. Members of the joint committee asked that the Police Commission act as a body to please provide the City Council additional feedback on this issue.
- Subsection (e) – **Complaint Resolution** – if a recommendation from the Police Commission differs from that of the Chief of Police, the Chief may either accept or reject the Commission’s recommendation. If the Chief rejects the Commission’s recommendation, the Police Commission may, by a two-thirds vote, elevate the dispute to an independent three-member panel for resolution. This panel will be appointed by the Mayor for the sole purpose of resolving the elevated dispute. A majority of the panel must consist of members with experience in law enforcement, human resources, labor and employment law, or other similar experience. Representatives from the BPOA expressed a desire for further clarification on these eligibility criteria. As noted below, the joint committee has invited the BPOA to provide suggested edits.

- Section 185
 - At the request of the Mayor’s Office, the joint committee has included language that the Chief’s direction and control of the Police Department be “subject to the authority of the mayor as chief executive officer and the ordinance and orders of the city council.” This language is the same as that which applies to the Mayor’s authority over other City department heads. The Chief of Police and BPOA provided public comment on this change and noted, among other concerns, that Section 191 of the charter expressly creates a disconnect between members of the Police Department and political activities. After receiving this testimony, members of the joint committee asked that the Mayor please confirm their position on the proposed language.

- Section 190
 - Subsection (a) – **Appeal Process** – the joint committee proposes the removal of language requiring that disciplinary appeals be presented to the Police Commission. This proposal is intended to remove any due process concerns related to the Commission exercising appellate authority over a matter it was previously involved in. By removing this language, the appellate process for unionized members of the Police Department will be the subject of collective bargaining and the process for non-unionized members will be controlled by the City’s ordinances and personnel policies. The Chief of Police and BPOA expressed that unionized members of the Police Department have been historically incentivized to advance into leadership ranks with the commitment that they will remain subject to the same appellate practices established by their collective bargaining agreement. Members of the joint committee verbally expressed support for this practice to continue.

The following is a summary of the four areas where the joint committee has specifically asked for additional feedback:

1. For Section 184(a), members of the joint committee invited any suggested language that further defines parameters for information the Chief of Police must furnish to the City Council.
2. For Section 184(d), members of the joint committee requested formal feedback from the Police Commission on whether its current membership is supportive of the proposal that they be permitted to hire a third party to conduct an independent review or investigation of any complaint.
3. For Section 184(e), members of the joint committee invited any suggested language that further defines eligibility criteria for the members of the independent complaint resolution panel.
4. For Section 185, given additional feedback from the Chief of Police and BPOA on the proposed language, members of the joint committee asked that the Mayor’s Office confirm its position on this proposal.

Resolution Relating to

MARCH 5, 2024 ANNUAL CITY MEETING--PROPOSED
CHARTER CHANGE RE POLICING

RESOLUTION 8.3

Sponsor(s): Joint Charter and
Ordinance Committee

Introduced: 12/11/23

Referred to: _____

Action: adopted

Date: 12/11/23

Signed by Mayor 12/18/23

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, over the past several years, as part of its continued commitment to oversight and
2 accountability, the City Council and the Administration have continued to take steps to revise Burlington's
3 police oversight, transparency, and accountability practices; and

4 WHEREAS, pursuant to a resolution adopted by the Council on February 6, 2023, the City Council
5 requested the Ordinance Committee and Charter Change Committee to hold joint meetings, allowing for
6 community and stakeholder input on the disciplinary authority of the Chief of Police, the oversight role of the
7 Police Commission, and the creation of a separate community oversight body independent from the
8 Burlington Police Department; and

9 WHEREAS, over a span of eight months, the Joint Ordinance and Charter Change Committee met
10 fourteen times, seeking and receiving community and stakeholder input on the issues; and

11 WHEREAS, the Joint Committee voted to move forward a proposed charter change for public
12 comment with the understanding it may be placed upon the ballot after a final vote of the Burlington City
13 Council; and

14 WHEREAS, in accordance with 17 V.S.A. § 2645, two public hearings shall be held on a proposed
15 amendment of the Burlington City Charter prior to it being placed upon the ballot of the Annual City Meeting;

16 NOW, THEREFORE, BE IT RESOLVED that the City Council moves forward for the public's
17 consideration the proposed amendment to the Burlington City Charter, and asks that the City Clerk set public
18 hearings on the proposed in accordance with 17 V.S.A. § 2645 on whether the Charter of the City of
19 Burlington, Acts of 1949, No. 298 as amended be further amended to amend Article 62, Police Department;
20 Article 63, Chief of Police and Captain; and Article 65, Removal or Suspension, thereto to read as follows:

ARTICLE 62. POLICE DEPARTMENT

183 Board of Police commissioners; composition; terms.

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DISTRIBUTION:

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

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RESOLUTION RELATING TO

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Adopted by the City Council

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..... Clerk

Approved....., 20

..... Mayor

Vol. Page

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MARCH 5, 2024 ANNUAL CITY MEETING—
PROPOSED CHARTER CHANGE RE POLICING

The Board of Police Commissioners shall consist of seven legal voters and should represent the diverse nature of said City's constituents, including those from historically marginalized communities, to be appointed by the City Council with Mayor presiding to serve for three years and until their successors are appointed and qualified.

184 Same-powers and duties.

(a) The City Council shall make rules and regulations for the government of the entire pPolice foree Department and shall fix the qualifications of applicants for positions and service on said foree Department and, to the extent permitted by applicable law, the Chief of Police shall furnish the City Council with any information they may require concerning the finances of the Police Department. The Chief of Police shall be responsible for all expenditures made by the Police Department and no expenditures shall be made by the Department except in conformity with the standards promulgated by the City Council.

(b) The Board of Police Commissioners shall have such authority and responsibility relating to the management, auditing, or monitoring of the Police Department, its services, and facilities as may be delegated from time to time by resolution- the ordinances and orders of the City Council. Said Board shall notify the Mayor and the Chief Administrative Officer, in writing, of any and all changes, modifications, or additions to the rules and regulations of the Department.

(c) Without limitation to the foregoing, the Board of Police Commissioners and the Chief of Police may propose rules and regulations for the government of the entire Police Department in a manner not inconsistent with those established by the City Council. Adoption of such proposed rules and regulations requires joint approval by the Board of Police Commissioners and the Chief of Police. In the event joint approval is not provided by the Board of Police Commissioners and the Chief of Police, either party may bring forward to the City Council the proposed rule or regulation for the City Council's consideration.

(d) The Board of Police Commissioners shall have the authority to receive and review all civilian and internal allegations of misconduct by members of the Police Department. To the greatest extent permitted by law, the Chief of Police shall provide the Board of Police Commissioners timely updates of any review, investigation, or disposition of alleged misconduct, and the Board of Police Commissioners shall have the ability to request additional information from the Chief of Police and access to all documents or other evidence relied upon by the Chief of Police in reviewing allegations of misconduct. For higher level complaints of alleged misconduct, the complaint may not be disposed until the Board of Police Commissioners is notified of the proposed disposition.

After receiving notice from the Chief of Police of the recommended or actual disposition relating to the review of alleged misconduct, the Board of Police Commissioners shall have the authority to:

- (i) recommend an alternative disposition to the Chief of Police within a time established by ordinance; or
- (ii) independently investigate any allegation of misconduct by members of the Police Department upon a 2/3 majority vote. Such investigation or review shall be conducted by an independent investigator hired by the Board of Police Commissioners, and approved by the City Attorney's Office, and completed within a time established by ordinance. Upon the conclusion of such an investigation, the Board of Police Commissioners may make a recommendation per subsection (i). The Board of Police Commissioners shall not have the authority to investigate or impose discipline upon the Chief of Police. Matters regarding the alleged misconduct of the Chief of Police shall be addressed in conformity with section 190(b) of this Charter.

(e) Upon receiving a recommendation by the Board of Police Commissioners in subsection (d), the Chief of Police may accept the recommendation subject to the notice and hearing provisions in Article 62, section 190(a) or reject the recommendation. In the event the Chief of Police rejects the recommendation, the Chief of Police shall

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DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
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RESOLUTION RELATING TO

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Adopted by the City Council

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..... Clerk

Approved....., 20

..... Mayor

Vol. Page

Attest:

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immediately the notify Board of Police Commissioners. Upon receiving notice of the rejection, the Board of Police Commissions may, upon a 2/3 majority vote, request that an independent panel decide the disposition of the matter, subject to the notice and hearing provisions set forth in in Article 62, section 190(a).

This independent panel shall consist of three (3) persons appointed on a case by case basis by the Mayor. Members of the independent panel shall include at least two persons with experience in law enforcement, human resources or labor and employment law, or other similar experience, and one member from the general public.

ARTICLE 63. CHIEF OF POLICE AND CAPTAIN

185 Officers of ~~p~~Police ~~foree~~Department designated.

(a) The direction and control of the entire ~~p~~Police ~~foree~~Department, except as herein otherwise provided, shall be vested in a police officer who shall be called the Chief of Police, and such other ranking police officers as the City Council shall authorize, subject to the authority of the mayor as chief executive officer and the ordinances and orders of the City Council. The order of rank and succession within the Police Department shall be as designated by the City Council by regulation.

(b) Except as herein otherwise provided, such officers shall have the powers and duties granted to police officers by Vermont law and assigned to them by regulations adopted under section 184 of this Charter.

ARTICLE 65. REMOVAL OR SUSPENSION

190 Chief of Police may remove member for cause; hearing.

(a) Whenever it shall appear to the Chief of Police that any member of said ~~foree~~Police Department has become incompetent, inefficient or incapable from any cause, or is or has been negligent or derelict in his or her official duty, or is guilty of any misconduct in his or her private or official life, or whenever any well-grounded complaints or charges to such effect are made in writing to the Chief of Police by a responsible person against such member, the Chief of Police may investigate and, after appropriate notice and hearing, dismiss such member from the ~~foree~~Police Department, order a demotion in rank, or suspend the member without pay for a specified time period in excess of 14 days. In connection with any possible dismissal, demotion, or suspension for more than 14 days, the Chief of Police's notice to the member shall be given at least 48 hours prior to any hearing and shall include a description of the charges being considered. In connection therewith, the Chief of Police shall have the power to subpoena documents and witnesses and to administer the oath to such witnesses. Such a subpoena will be subject to enforcement or modification in conformity with the procedures set forth in 3 V.S.A. §§ 809a and 809b. The Board of Police Commissioners shall hear any appeal filed in a timely manner with respect to such actions of the Police Chief. The time of filing an appeal and the nature of the appellate process shall be as determined by such Board of Regulation. Following its consideration of any such appeal, the Board may affirm, modify, or vacate the decision made by the Chief of Police.

(b) Whenever it shall appear to the Mayor that the Chief has become incompetent, inefficient, or incapable from any cause, or has been negligent or derelict in his or her official duty, or is guilty of any misconduct in his or her private or official life, or whenever any well-grounded complaints or charges to such effect are made in writing to the Mayor

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RESOLUTION RELATING TO

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Adopted by the City Council

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..... Clerk

Approved....., 20

..... Mayor

Vol. Page

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by a responsible person, the Mayor may suspend the Chief of Police from duty pending a hearing thereon by the City Council. The City Council shall forthwith notify the Chief of Police of the charges preferred by them, or of the complaints or charges presented by such responsible person in writing, and shall thereupon proceed to consider and investigate the same. It shall appoint a time and place for the hearing of such complaints and charges so made, shall give the Chief of Police reasonable notice of the same, not less than 48 hours, and the City Council shall have the power to subpoena documents and witnesses and to administer the oath to such witnesses. Such a subpoena will be subject to enforcement or modification in conformity with the procedures set forth in 3 V.S.A. §§ 809a and 809b.

(c) If, upon hearing, the City Council shall find such complaints or charges to be well founded, it may dismiss the Chief of Police from the ~~free~~ Police Department, demote him or her in rank, or suspend him or her without pay for a period not to exceed 60 days. The procedures outlined in this section shall control in the event of any conflict with section 129 of this charter as pertains to the removal of the Chief of Police.

(d) The Chief of Police may, without notice or hearing for any infraction, violation, or disobedience of any of the rules and regulations of the Police Department that may seem to the Chief of Police sufficient, suspend from duty without pay any member of the Police ~~free~~ Department for a period not to exceed 14 days.

BE IT FURTHER RESOLVED that after the public hearings and any revisions to the language, the City Council may take a vote that the proposed amendment be placed on the ballot of the Annual City Meeting to be held on March 5, 2024.

*Material underlined added

**Material stricken out deleted

KS/Resolutions 2023/ March 5, 2024 Annual City Meeting Proposed Charter Change re Policing
12/8/23

* * * * *

DISTRIBUTION:

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

ORIGINAL

RESOLUTION RELATING TO

March 5, 2024 Annual City Meeting--Proposed Charter Change Re Policing

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Adopted by the City Council

December 11....., 20 23.....

..... Clerk

Approved December 18....., 20 23.....

..... Mayor

Vol. Page

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Resolution Relating to

MARCH 5, 2024 ANNUAL CITY MEETING
CHARTER CHANGE RE: ELECTRIC DEPARTMENT

RESOLUTION_____

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

CITY OF BURLINGTON

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

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

1 That WHEREAS, the City’s charter provides that the City Council may authorize the Chief Administrative
2 Officer to pledge the credit of the City to provide working capital and liquidity for the Electric Department in
3 anticipation of the receipt of revenue for the Electric Department; and
4 WHEREAS, the Charter provides a maximum amount of such working capital to \$5,000,000; and
5 WHEREAS, the Electric Department has used such authorization for liquidity needs working capital
6 and to support its credit rating, thereby reducing its borrowing costs for capital projects, and saving the City
7 and the Electric Department money; and
8 WHEREAS, the Electric Department has requested that the City Council approve a Charter change
9 proposal for consideration by the voters at the March 2023 Town Meeting Day to increase the maximum
10 amount of such borrowing from the current \$5,000,000 level to a maximum amount of \$10,000,000;
11 NOW, THEREFORE, BE IT RESOLVED that the City Council approves the proposed amendments to
12 the City Charter recommended by the Electric Department and requests the Mayor to place the following
13 question on the ballot of the Annual City Meeting to be held on March 5, 2024 and the City Clerk to set public
14 hearings on this question in accordance with City Charter §303 and 17 V.S.A. §2645:
15 Shall the Charter of the City of Burlington, Acts of 1949, No. 298, as amended, in Title III, Article 24,
16 Bonding the City, Section 62(a), be further amended as follows:
17 (a) Except as otherwise provided, the credit of the city, except by temporary loans not
18 exceeding during any quarter of any fiscal year twenty-five (25) percent of the taxes
19 assessed upon the entire grand list for such fiscal year, and except by emergency loans as
20 hereinafter provided, shall not be pledged by the city council, or by any officer of said
21 city, unless by vote of the legal voters of said city, at a meeting thereof duly called for that
22 purpose; provided, however, that the chief administrative officer, when authorized and
23 directed by resolution of the city council, may pledge the credit of the city by a temporary
24 loan in anticipation of the receipt of revenue from the airport department, or the traffic
25 division or the wastewater or water divisions of the public works department for their

ordinary running expenses during times in any fiscal year when there are not sufficient funds on hand to the credit of the airport department or the above-mentioned divisions for the payment of such bills and accounts, or sufficient unappropriated funds in the city treasury from which such accounts may be paid pending the receipt of revenues of the division sufficient to pay such bills and accounts; and provided further, that the chief administrative officer, when authorized by the city council, may pledge the credit of the city by temporary borrowing in anticipation of the receipt of revenue from the electric department not to exceed ~~**five**~~ *ten* million dollars outstanding at any time to provide working capital and liquidity for the electric department *, with the electric department to repay such borrowing from available revenues*. Temporary notes issued hereunder in anticipation of the receipt of the revenue from the electric department shall mature within two years from the date of issue, and may be renewed or refunded by the issue of other notes maturing within a similar period whenever such action is deemed expedient. Except as above provided, all temporary loans, except loans for the payment of bills and accounts of the water division of the public works department and the electric department and except emergency loans, shall be paid by the chief administrative officer from and out of the receipts from the collection of the installment of property taxes or other taxes next falling due after the making of the loan, and all moneys received from such temporary loans, other than for the water division of the public works department and the electric department and other than from emergency loans, shall be used to pay the current and ordinary expenses of the city, pending the collection of taxes. All such temporary loans made to pay the accounts and bills of the water division of the public works department pending the receipt of revenue shall be paid during said fiscal year from the revenues received by that division. Temporary loans under this paragraph for the water division and electric departments shall be general obligations of the city notwithstanding that they are primarily payable from the revenues or receipts of the respective division and departments.

AND BE IT FURTHER RESOLVED that pursuant to 17 V.S.A Sec. 2645(7)(B)(ii) the City Council hereby determines that the proposed charter amendment is too long or unwieldy to be shown in the amended form and determines that the printed ballot shall utilize a short form question to read:

56 “Shall Article 24, Bonding the City, Section 62, of the City Charter, Acts 219 of 1949, No. 298, as
57 amended, related to pledging the credit of the city for temporary loans for working capital and
58 liquidity, be further amended to provide for an increase in the permitted amount of temporary loans for
59 working capital and liquidity for the electric department from five million dollars to ten million
60 dollars?”

61

62 * Material underlined added

63 ** Material struck out deleted

64

65 DS/TM/JP/Resolutions 2023/MARCH 5, 2024 ANNUAL CITY MEETING CHARTER CHANGE RE: ELECTRIC DEPARTMENT

66 November 30, 2023



To: Board of Finance, City Council, Mayor

From: Katherine Schad, Chief Administrative Officer, City of Burlington
Darren Springer, General Manager, Burlington Electric Department
Emily Stebbins-Wheelock, CFO and Manager of Strategy & Innovation

Re: Charter Change to Increase Electric Department Line of Credit

Date: December 4, 2023

The City of Burlington (the "City") Electric Department ("BED") seeks approval of a City Charter amendment to increase BED's revolving line of credit from \$5,000,000 to \$10,000,000 and to place a question regarding the Charter change on the Town Meeting Day 2024 ballot. BED seeks to update the Charter to increase the credit line as a means of improving BED's credit rating metrics without increasing rate pressures for customers/ratepayers.

Section 303 of the City Charter provides that the Council may authorize the Chief Administrative Officer to pledge the credit of the City for up to \$5,000,000 of temporary borrowing in anticipation of revenues from BED (a "revenue anticipation note") to provide working capital for BED. Although BED has not needed to use this line of credit since 2013, its availability is valuable as a short-term source of working capital should the need again arise. Additionally and importantly, any undrawn amount of the credit line counts toward BED's days' cash on hand, which is the key liquidity metric in BED's Moody's credit rating scorecard.

The current \$5,000,000 limit on BED's line of credit was set in 2007, when BED's operating expense budget was approximately \$22 million lower than it is today. Because days' cash on hand is a function of how many "days" of operating expenses can be covered by available liquid assets, the \$5 million line of credit provides only about 32 days cash on hand today, as opposed to approximately 50 days in 2007.

BED and the City have consulted with our municipal advisors, PFM Financial Advisors, LLC, on this proposed change. As an obligation backed by the full faith and credit of the City (but payable from BED revenues), any undrawn amount of the line of credit limit will improve Moody's rating metrics for both BED (days cash on hand) and the City (fund balance and liquidity). Conversely, any amounts drawn will factor into debt-related metrics for both BED and the City. PFM's opinion is that the proposed credit line increase should not harm the City's credit rating (as BED has not needed to draw upon it in 10 years and \$5 million is a modest amount compared to the City's total balance sheet) and will bolster an important liquidity metric for BED.

BED staff will be present at the December 4 Board of Finance and December 11 City Council meetings to answer any questions.

Burlington Electric Department
585 Pine Street Burlington, VT 05401
burlingtonelectric.com
Phone 802.658.0300

Board of Finance Motion:

To recommend that the City Council approve the attached Resolution, which approves the proposed amendments to the City Charter recommended by the Electric Department and requests that the Mayor place the following question on the ballot of the Annual City Meeting to be held on March 5, 2024:

“Shall Article 24, Bonding the City, Section 62, of the City Charter, Acts 219 of 1949, No. 298, as amended, related to pledging the credit of the city for temporary loans for working capital and liquidity, be further amended to provide for an increase in the permitted amount of temporary loans for working capital and liquidity for the electric department from five million dollars to ten million dollars?”

City Council Motion:

To approve the attached Resolution, which approves the proposed amendments to the City Charter recommended by the Electric Department and requests that the Mayor place the following question on the ballot of the Annual City Meeting to be held on March 5, 2024: “Shall Article 24, Bonding the City, Section 62, of the City Charter, Acts 219 of 1949, No. 298, as amended, related to pledging the credit of the city for temporary loans for working capital and liquidity, be further amended to provide for an increase in the permitted amount of temporary loans for working capital and liquidity for the electric department from five million dollars to ten million dollars?”

Board of Finance and City Council Submission Checklist

Darren Springer, Emily Stebbins-

Department: BED Submitter: WheelockTitle/Subject: Charter change to increase BED's line of credit (TMD 2024 ballot item)

	Approval:	Meeting Date:
☒	Board of Finance	12/4/2023
☒	City Council	12/11/2023
☐	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	11/28/2023	Darren Springer
Mayor's Office informed and approved memo	Yes	11/29/2023	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	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	11/30/2023	Jared Pellerin
CAO has reviewed budget, financing, and memo	Yes	11/28/2023	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	N/A	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	BoF motion in Memo; Council Resolution attached
If for submission to Council, are sponsors identified?	Yes	Board of Finance

Resolution Relating to

MARCH 5, 2024 ANNUAL CITY MEETING
CHARTER CHANGE RE: ELECTRIC DEPARTMENT

RESOLUTION 8.4

Sponsor(s): Bd. of Finance

Introduced: 12/11/23

Referred to: _____

Action: adopted

Date: 12/11/23

Signed by Mayor: 12/18/23

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, the City's charter provides that the City Council may authorize the Chief Administrative
2 Officer to pledge the credit of the City to provide working capital and liquidity for the Electric Department in
3 anticipation of the receipt of revenue for the Electric Department; and

4 WHEREAS, the Charter provides a maximum amount of such working capital to \$5,000,000; and

5 WHEREAS, the Electric Department has used such authorization for liquidity needs working capital
6 and to support its credit rating, thereby reducing its borrowing costs for capital projects, and saving the City
7 and the Electric Department money; and

8 WHEREAS, the Electric Department has requested that the City Council approve a Charter change
9 proposal for consideration by the voters at the March 2023 Town Meeting Day to increase the maximum
10 amount of such borrowing from the current \$5,000,000 level to a maximum amount of \$10,000,000;

11 NOW, THEREFORE, BE IT RESOLVED that the City Council approves the proposed amendments to
12 the City Charter recommended by the Electric Department and requests the Mayor to place the following
13 question on the ballot of the Annual City Meeting to be held on March 5, 2024 and the City Clerk to set public
14 hearings on this question in accordance with City Charter §303 and 17 V.S.A. §2645:

15 Shall the Charter of the City of Burlington, Acts of 1949, No. 298, as amended, in Title III, Article 24,
16 Bonding the City, Section 62(a), be further amended as follows:

- 17 (a) Except as otherwise provided, the credit of the city, except by temporary loans not
18 exceeding during any quarter of any fiscal year twenty-five (25) percent of the taxes
19 assessed upon the entire grand list for such fiscal year, and except by emergency loans as
20 hereinafter provided, shall not be pledged by the city council, or by any officer of said
21 city, unless by vote of the legal voters of said city, at a meeting thereof duly called for that
22 purpose; provided, however, that the chief administrative officer, when authorized and
23 directed by resolution of the city council, may pledge the credit of the city by a temporary
24 loan in anticipation of the receipt of revenue from the airport department, or the traffic
25 division or the wastewater or water divisions of the public works department for their

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DISTRIBUTION:

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

ORIGINAL

RESOLUTION RELATING TO

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Adopted by the City Council

....., 20
..... Clerk

Approved....., 20

..... Mayor

Vol. Page

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ordinary running expenses during times in any fiscal year when there are not sufficient funds on hand to the credit of the airport department or the above-mentioned divisions for the payment of such bills and accounts, or sufficient unappropriated funds in the city treasury from which such accounts may be paid pending the receipt of revenues of the division sufficient to pay such bills and accounts; and provided further, that the chief administrative officer, when authorized by the city council, may pledge the credit of the city by temporary borrowing in anticipation of the receipt of revenue from the electric department not to exceed ~~**five**~~ *ten* million dollars outstanding at any time to provide working capital and liquidity for the electric department *, with the electric department to repay such borrowing from available revenues*. Temporary notes issued hereunder in anticipation of the receipt of the revenue from the electric department shall mature within two years from the date of issue, and may be renewed or refunded by the issue of other notes maturing within a similar period whenever such action is deemed expedient. Except as above provided, all temporary loans, except loans for the payment of bills and accounts of the water division of the public works department and the electric department and except emergency loans, shall be paid by the chief administrative officer from and out of the receipts from the collection of the installment of property taxes or other taxes next falling due after the making of the loan, and all moneys received from such temporary loans, other than for the water division of the public works department and the electric department and other than from emergency loans, shall be used to pay the current and ordinary expenses of the city, pending the collection of taxes. All such temporary loans made to pay the accounts and bills of the water division of the public works department pending the receipt of revenue shall be paid during said fiscal year from the revenues received by that division. Temporary loans under this paragraph for the water division and electric departments shall be general obligations of the city notwithstanding that they are primarily payable from the revenues or receipts of the respective division and departments.

AND BE IT FURTHER RESOLVED that pursuant to 17 V.S.A Sec. 2645(7)(B)(ii) the City Council hereby determines that the proposed charter amendment is too long or unwieldy to be shown in the amended form and determines that the printed ballot shall utilize a short form question to read:

* * * * *

DISTRIBUTION:

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

ORIGINAL

RESOLUTION RELATING TO

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Adopted by the City Council

....., 20
..... Clerk

Approved....., 20

..... Mayor

Vol. Page

* * * * *

56 “Shall Article 24, Bonding the City, Section 62, of the City Charter, Acts 219 of 1949, No. 298, as
57 amended, related to pledging the credit of the city for temporary loans for working capital and
58 liquidity, be further amended to provide for an increase in the permitted amount of temporary loans for
59 working capital and liquidity for the electric department from five million dollars to ten million
60 dollars?”

61

62 * Material underlined added

63 ** Material struck out deleted

64

65 DS/TM/JP/Resolutions 2023/*MARCH 5, 2024 ANNUAL CITY MEETING CHARTER CHANGE RE: ELECTRIC DEPARTMENT*

66 November 30, 2023

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DISTRIBUTION:

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

ORIGINAL

RESOLUTION RELATING TO

March 5, 2024 Annual City Meeting Charter Change Re: Electric Department

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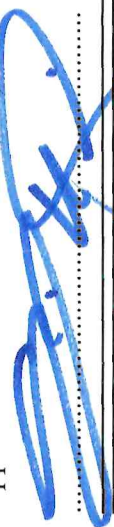
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Adopted by the City Council

December 11, 20 ²³

 Clerk

Approved December 18, 20 ²³

 Mayor

Vol. Page

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Resolution Relating to

IMPLEMENTATION OF A CARBON POLLUTION IMPACT
FEE FOR NEW CONSTRUCTION AND LARGE EXISTING
COMMERCIAL AND INDUSTRIAL BUILDINGS 25,000
SQUARE FEET OR LARGER

RESOLUTION_____

Sponsor(s): Councilor Bergman
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:

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- That WHEREAS, the City of Burlington has declared a climate emergency exists, and on September 5, 2019 the City and its Burlington Electric Department issued the Net Zero Energy Roadmap ("the Roadmap") to guide progress in reducing greenhouse gas emissions in buildings and ground transportation; and
- WHEREAS, the Roadmap identified emissions from buildings as the second largest source of greenhouse gas emissions in the city; and
- WHEREAS, the City enacted new ordinances in 2021 to address rental weatherization standards, and require primary renewable heating systems in new construction; and
- WHEREAS, in 2022 Burlington's neighboring community, the City of South Burlington, adopted a similar primary renewable heating system ordinance and also include requirements for renewable domestic water heating as well, aligning the two cities in both requiring the use of renewable systems and fuels for new construction; and
- WHEREAS, on March 2, 2021, Burlington voters approved a proposed change to the City charter that would allow the City to create policies to regulate greenhouse gas emissions in buildings, and an advisory ballot question focused on providing equity in the development of such policies; and
- WHEREAS, on April 20, 2022, the Governor signed the charter change into law after it was approved by the Vermont Legislature; and
- WHEREAS, the charter change approved by voters in March of 2021 and subsequently approved by the Legislature and signed by the Governor requires the City to seek additional voter approval when it proposes to utilize a carbon impact or alternative compliance payments; and
- WHEREAS, on March 7, 2023, the voters of Burlington approved, with over 67% voting in favor, a ballot item allowing the City Council to implement a carbon pollution impact fee of up to \$150 per ton for new construction buildings and existing commercial and industrial buildings 50,000 square feet or larger that install new fossil fuel thermal energy systems; and
- WHEREAS, on November 20, 2023, the City Council approved an ordinance requiring, beginning January 1, 2024, newly constructed buildings either install non-fossil fueled thermal energy systems or pay a

IMPLEMENTATION OF A CARBON POLLUTION IMPACT FEE
FOR NEW CONSTRUCTION AND LARGE EXISTING
COMMERCIAL AND INDUSTRIAL BUILDINGS 50,000 SQUARE
FEET OR LARGER

fee of \$150 per ton and requiring existing commercial and industrial buildings 50,000 square feet or larger who are seeking a permit for a new thermal energy system to either install a non-fossil fueled thermal energy system or pay a fee of \$150 per ton; and

WHEREAS, the aforementioned ordinance is expected to lead to some reductions in greenhouse gas emissions, but is limited in scope and will not on its own reduce greenhouse gas emissions substantially enough for the City to meet its Net Zero Energy Roadmap commitments, necessitating the adoption of stronger policies to reduce emissions in the building sector;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby requests, pursuant to the City Charter Section 48(66), that the following question be placed before the voters on the ballot of the Annual City Meeting to be held on March 5, 2024:

"Shall the City Council, in order to reduce greenhouse gas emissions in the City, be authorized, starting January 1, 2025, to implement a carbon pollution impact fee of up to \$234 per ton, with the fee to be set by resolution, for:

- new construction buildings that install thermal energy systems that emit carbon dioxide or other greenhouse gases;
- existing commercial and industrial buildings 25,000 square feet or larger that fail to reduce greenhouse gas emissions in accordance with City policies requiring them to do so; and
- the fee proceeds to be primarily used to support energy efficiency and clean heating technology installations for low to moderate income Burlington households and renters?"

Proposed Amendments per Councilor Barlow

Resolution Relating to

8.4

~~IMPLEMENTATION OF A CARBON POLLUTION IMPACT FEE FOR NEW CONSTRUCTION AND LARGE POLICY REVIEW FOR~~ EXISTING COMMERCIAL AND INDUSTRIAL BUILDINGS 25,000 to 49,999 SQUARE FEET ~~OR LARGER~~

RESOLUTION

Sponsor(s):

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, The City of Burlington has declared a climate emergency exists, and on September 5,
- 2 2019 the City and Burlington Electric Department (BED) issued the Net Zero Energy Roadmap ("the
- 3 Roadmap") to
- 4 guide progress in reducing greenhouse gas emissions in buildings and ground transportation; and
- 5 WHEREAS, the Roadmap identified emissions from buildings as the second largest source of
- 6 greenhouse gas emissions in the city; and
- 7 WHEREAS, the City enacted new ordinances in 2021 to address rental weatherization standards, and
- 8 require primary renewable heating systems in new construction; and
- 9 WHEREAS in 2022 Burlington's neighboring community, the City of South Burlington, adopted a
- 10 similar primary renewable heating system ordinance and also include requirements for renewable domestic
- 11 water heating as well, aligning the two cities in both requiring the use of renewable systems and fuels for new
- 12 construction; and
- 13 WHEREAS, on March 2, 2021, Burlington voters approved a proposed change to the City charter that
- 14 would allow the City to create policies to regulate greenhouse gas emissions in buildings, and an advisory
- 15 ballot question focused on providing equity in the development of such policies; and
- 16 WHEREAS, on April 20, 2022, the Governor signed the charter change into law after it was approved
- 17 by the Vermont Legislature; and
- 18 WHEREAS the charter change approved by voters in March of 2021 and subsequently approved by
- 19 the Legislature and signed by the Governor requires the City to seek additional voter approval when it proposes to
- 20 utilize a carbon impact or alternative compliance fee;
- 21 WHEREAS, on March 7, 2023, the voters of Burlington approved, with over 67% voting in favor, a ballot
- 22 item allowing the City Council to implement a carbon pollution impact fee of up to \$150 per ton for new
- 23 construction buildings and existing commercial and industrial buildings 50,000 square feet or larger that install new
- 24 fossil fuel systems; and
- 25 WHEREAS, on November 20, 2023, the City Council approved an ordinance requiring, beginning January 1,
- 2024, newly constructed buildings either install non-fossil fueled thermal energy systems or pay a fee of \$150 per ton

Resolution Relating to

~~IMPLEMENTATION OF A CARBON POLLUTION IMPACT
FEE~~REVIEW OF POLICY FOR NEW CONSTRUCTION AND LARGE-
EXISTING COMMERCIAL AND INDUSTRIAL BUILDINGS 25,000 to
49,999 SQUARE FEET OR LARGER

26 and requiring existing commercial and industrial buildings 50,000 square feet or larger who are seeking a permit for a
27 new thermal energy system to either install a non-fossil fueled thermal energy system or pay a fee of \$150 per
28 ton; and

29 WHEREAS, the aforementioned ordinance is expected to lead to some reductions in greenhouse gas
30 emissions, but is limited in scope and will not on its own reduce greenhouse gas emissions substantially enough
31 for the City to meet its Net Zero Energy Roadmap commitments, necessitating the adoption of stronger policies
32 to reduce emissions in the building sector.

33 NOW, THEREFORE, BE IT RESOLVED that the City Council hereby requests BED and the Department of
34 Permitting and Inspections (DPI) to conduct a policy review of how to best improve the climate polices already
35 adopted by the Council, including the carbon pollution impact fee Ordinance adopted on November 20, 2023, and this
36 review shall include, but not be limited to, a review of Burlington's carbon fee and the extent to which it is in
37 alignment with current social costs of carbon in use by Vermont's Climate Council and regulatory agencies, an
38 assessment of the extent to which Burlington's carbon fee policy should be extended to existing buildings with
39 between 25,000 and 49,999 square feet of space conditioned area, an update on relevant work taking place under the
40 State of Vermont's Affordable Heat Act, and an update on any similar climate policies established by Burlington's
41 surrounding communities; and

42 BE IT FURTHER RESOLVED that BED and DPI shall provide an interim report on this topic to the Council
43 no later than June 1, 2024. and

44 BE IT FURTHER RESOLVED that BED and DPI shall convene stakeholder meetings, and engage with all of the
45 Neighborhood Planning Assemblies (NPAs) for input, hold at least one public meeting on this topic, and review best
46 practices from other jurisdictions working with the Building Electrification Institute prior to issuing a final report on
47 this topic to the Council, with policy recommendations, by September 1, 2024.

33 ~~pursuant to the City~~
34 ~~Charter Section 48(66), that the following question be placed before the voters on the ballot of the~~
35 ~~Annual~~
36 ~~City Meeting to be held on March 5, 2024:~~
37 ~~"Shall the City Council, in order to reduce greenhouse gas emissions in the City, be authorized,~~
38 ~~starting January 1, 2025, to implement a carbon pollution impact fee of up to \$234 per ton, with the~~
39 ~~fee to be set by resolution, for:~~
40 ~~• new construction buildings that install thermal energy systems that emit carbon dioxide or~~
~~other greenhouse gases;~~
~~• existing commercial and industrial buildings 25,000 square feet or larger that fail to reduce~~
~~greenhouse gas emissions in accordance with City policies requiring them to do so; and~~

Resolution Relating to

~~IMPLEMENTATION OF A CARBON POLLUTION IMPACT FEE~~
~~REVIEW OF POLICY FOR NEW CONSTRUCTION AND LARGE~~
EXISTING COMMERCIAL AND INDUSTRIAL BUILDINGS 25,000 to
49,999 SQUARE FEET ~~OR LARGER~~

41 ~~* the fee proceeds to be primarily used to support energy efficiency and clean heating technology installations for~~

42 ~~low to moderate income Burlington households and renters?"~~

GB/Resolutions 2023/Ballot Request For Carbon Pollution Impact Fee

12/04/23

Gene Bergman
Ward 2 City Councilor
Burlington, VT
gbergman@burlingtonvt.gov
802-598-3602

December 4, 2023

Dear Fellow Councilors,

I'm writing to give context and explanation to the resolution relating to implementation of a carbon pollution impact fee for new construction and large existing commercial and industrial buildings 25,000 square feet or larger, up for consideration at our December 11th, 2023 meeting.

As you know, the City has committed to eliminating fossil fuel use and greenhouse gas emissions in the building sector by 2030 as part of the Net Zero Energy (NZE) Roadmap. However, as of the most recent NZE report, not only are we not making progress fast enough — emissions from buildings are actually *up* in 2022 compared to the two years prior. Our emissions from buildings are *almost double* what they would need to be for us to be on track to achieve our NZE goals. It's clear we have significant work to do and little time to do it.

While we have good policy in place to prevent polluting systems in new buildings, that alone does nothing to reduce emissions from today's levels or prior year levels because our emissions in recent years and today are from existing buildings, not from yet-to-exist buildings.

Last month, we passed an ordinance that creates a framework to encourage large existing buildings to avoid installing new fossil fuel systems. Aside from the rental weatherization ordinance, which has extremely low compliance rates (this issue requires its own memo and resolution), this is our first policy to achieve emissions reductions in existing buildings.

The ordinance is helpful in a very narrow set of circumstances. Very large buildings (50,000 sq feet and up; less than 100 total buildings) who have a fossil fuel thermal energy system that is nearing end-of-life will receive a strong financial incentive to either replace that system with a nonpolluting thermal energy system, or to replace it with a fuel burning system, but to burn "renewable natural gas" (RNG) or some other non-fossil fuel. In cases where the building chooses a combustion system and burns RNG or another fuel that emits greenhouse gasses, the building can continue to create climate pollution, potentially for decades to come, with no cost disincentive from the city.

More importantly, all the large buildings whose thermal energy systems are not near end-of-life have no incentive under this ordinance to reduce emissions. In fact, they have an incentive to extend the life of their current fossil fuel system to avoid being confronted with the newly passed regulation. For a large building that installed a fossil fuel boiler in 2023, for example, they can

Gene Bergman
Ward 2 City Councilor
Burlington, VT
gbergman@burlingtonvt.gov
802-598-3602

continue polluting without regulation for decades – as long as their boiler lasts. Buildings under 50,000 remain completely unregulated.

To achieve NZE by 2030 – or even come close – we need policies that encourage more than a handful of buildings to reduce emissions prior to 2030.

While the resolution before you would still only address a small number of the city's total building stock, it would be substantially more impactful than the current ordinance. If voters approve this language, the council will have the ability to require ongoing emissions reductions in all commercial and industrial buildings larger than 25,000 square feet. As an alternative compliance measure, this language would allow a stronger fee on carbon than the current ordinance. The fee of \$234/ton proposed here would put Burlington in line with New York City, Boston, and Cambridge, Massachusetts and would cause more buildings to comply, while also providing greater funding for building decarbonization in the cases where the building owner chooses the alternative compliance payments.

If voters approve this language and the council develops a policy in 2024, we could have this strengthened and expanded framework in place for January 1, of 2025. From there we could, and would need to, immediately work to further expand and improve the policy, since even this policy covers just a small portion of existing buildings.

Climate work is going to need to be constant from here on out given the crisis we are in. I hope you will join me in this work by supporting this resolution.

Thank you.

Sincerely,
/s/ Gene