



Monday, December 18, 2023, 6:00 PM, Contois Auditorium OR REMOTELY via ZOOM

6:00 pm, Contois Auditorium OR Remotely via ZOOM:

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1. Agenda

Subject	1.1. Motion to amend/adopt agenda
Meeting	December 18, 2023 - Regular City Council Meeting - Monday, December 18, 2023, 6:00 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 7.24. Communication: Linda, re: Toilets; add to the deliberative agenda item 8.5. Ordinance: Burlington Code of Ordinances-Sections 21-45 - 21-49 Trespass (Councilors Paul and Traverse)(per City Council President Paul)

2. Presentation: University of Vermont Housing MOU *6:00 pm - 6:30 pm*

Subject	2.1. Presenters: Richard Cate, VP of Finance & Administration, UVM; Wendy Koenig, Executive Director of Government Relations, UVM; Brian Pine, CEDO Director; Meagan Tuttle, Planning Director
Meeting	December 18, 2023 - Regular City Council Meeting - Monday, December 18, 2023, 6:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	2. Presentation: University of Vermont Housing MOU *6:00 pm - 6:30 pm*
Department	Planning
Type	Information Presentation

3. Presentation: Community Justice Center, re: Update (verbal) *6:30 pm - 7:00 pm*

Subject	3.1. Presenters: Rachel Jolly, CEDO Assistant Director, Burlington Community Justice Center and Becky Penberthy, Adult Restorative & Volunteer Manager, Burlington Community Justice Center
Meeting	December 18, 2023 - Regular City Council Meeting - Monday, December 18, 2023, 6:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	3. Presentation: Community Justice Center, re: Update (verbal) *6:30 pm - 7:00 pm*
Department	Community Justice Center
Type	Information Presentation

4. Public Forum: Time Certain: 7:15 pm **See above for signup instructions**

Subject	4.1. Verbal Comments
Meeting	December 18, 2023 - Regular City Council Meeting - Monday, December 18, 2023, 6:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	4. Public Forum: Time Certain: 7:15 pm **See above for signup instructions**
Department	Council and Board
Type	Action Procedural

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

Subject	5.1. Verbal reports
Meeting	December 18, 2023 - Regular City Council Meeting - Monday, December 18, 2023, 6:00 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 18, 2023 - Regular City Council Meeting - Monday, December 18, 2023, 6:00 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
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Meeting	December 18, 2023 - Regular City Council Meeting - Monday, December 18, 2023, 6:00 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. Communication: C/T Office, re: Accountability List
Meeting	December 18, 2023 - Regular City Council Meeting - Monday, December 18, 2023, 6:00 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	7.3. Reclassification of one (1) Clerk/Treasurer position - C/T/HR
Meeting	December 18, 2023 - Regular City Council Meeting - Monday, December 18, 2023, 6:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	to approve the: ☐ Reclassification and Retitling of Cash & Banking Accounting, a Regular, Full-time, Nonexempt, AFSCME, Grade 16, position to Senior Accountant, a regular, Full-time, Exempt, Non-union, Grade 18, position in the Clerk/Treasurer's Office
Subject	7.4. Reclassification of Two BCA Positions - BCA/HR
Meeting	December 18, 2023 - Regular City Council Meeting - Monday, December 18, 2023, 6:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	City Arts
Type	Action (Consent)
Recommended Action	to approve the: ☐ Reclassification of the Assistant Director position, a Regular, Full-Time, Exempt, Grade 19,

position to a Regular, Full-Time, Exempt, Grade 22 position in Burlington City Arts retroactive to July 1, 2023, and to further authorize retro pay in an amount to not exceed \$1,929.97; and,
☐ Reclassification of the Festival and Event Director position, a Regular, Full-Time, Exempt, Grade 18 position to a Regular, Full-Time, Exempt, Grade 20 position in Burlington City Arts retroactive to July 1, 2023, and to further authorize retro pay in an amount to not exceed \$1,792.25

Subject	7.5. 1. Creation of Water Resources Utility Inspector position 2. Creation of Stormwater Field Specialist position - DPW - Water Resources/HR
Meeting	December 18, 2023 - Regular City Council Meeting - Monday, December 18, 2023, 6:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Public Works Department - Water Resources
Type	Action (Consent)
Recommended Action	to approve the: 1. Creation of Water Resources Utility Inspector, Regular, Full-time, Non-Exempt, AFSCME, Grade 19, role in the Department of Public Works 2. Creation of Stormwater Field Specialist, Regular, Full-time, Non-Exempt, AFSCME, Grade 18, role in the Department of Public Works
Subject	7.6. Schifilliti Park Shared-Use Path Construction Contract with Engineers Construction, Inc. - BPRW
Meeting	December 18, 2023 - Regular City Council Meeting - Monday, December 18, 2023, 6:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	1. To approve and authorize Sophie Sauvé, Parks Comprehensive Planner, to execute a n amendment to the existing design Contract with Hoyle Tanner & Associates, Inc. and any related documents needed to carry out the Schifilliti Park Pathway Construction project, in the additional amount of \$18,724.00 for a revised maximum limiting amount not to exceed \$69,660.00, subject to the review of the City Attorney's Office. 2. To approve and authorize Parks Comprehensive Planner, Sophie Sauvé to execute a construction contract and any related documents needed to carry out the Schifilliti Park Pathway Construction project, with Engineers Construction, Inc., for a price not to exceed \$194,497.00, plus a contingency of \$30,000.00, for a total authorized expenditure in the amount of \$224,497.00, subject to the review of the City Attorney's Office.
Subject	7.7. Old North End Greenway VTrans Grant Acceptance #CA0825 - DPW
Meeting	December 18, 2023 - Regular City Council Meeting - Monday, December 18, 2023, 6:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda

Department	Public Works Department
Type	Action (Consent)
Recommended Action	to authorize the Director of Public Works to execute the Vermont Agency of Transportation Grant Agreement #CA0825 for the Old North End Greenway construction in the amount of \$75,000, obligating the City to commit a local match of \$166,000 of the total project budget of \$241,000, subject to approval by the City Attorney's Office
Subject	7.8. Request to Execute a 2023 ARPA Clean Water Fund - MS4 grant agreement (Grant #06140-ARPA-CWF-MS4-01) - Airport
Meeting	December 18, 2023 - Regular City Council Meeting - Monday, December 18, 2023, 6:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Airport
Type	Action (Consent)
Recommended Action	to approve and authorize the Director of Aviation to execute a 2023 ARPA Clean Water Fund – MS4 grant agreement (Grant # 06140-ARPA-CWF-MS4-01) not to exceed the amount of \$459,698, with a 20% matching requirement, after review and approval by the City Attorney's Office
Subject	7.9. Request to execute a Reinstatement of the First Amendment to the Cellular Antenna License Agreement with SprintCom, Inc. - Airport
Meeting	December 18, 2023 - Regular City Council Meeting - Monday, December 18, 2023, 6:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Airport
Type	Action (Consent)
Recommended Action	to approve and authorize Mayor Weinberger to execute the reinstatement of and First Amendment to the original Cellular Antenna License Agreement with SprintCom, Inc., subject to review and approval from the City's Attorney
Subject	7.10. Request to purchase Two Ford F150 Lightnings and a Mach-E vehicle, and a budget neutral amendment - Airport
Meeting	December 18, 2023 - Regular City Council Meeting - Monday, December 18, 2023, 6:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Airport
Type	Action (Consent)
Recommended Action	1. "To authorize a purchase from Lamoille Valley Ford for three vehicles in the total amount of \$183,862."

2. To approve a budget neutral amendment in the amount of \$54,284 to the Fiscal Year 2024 Airport budget by increasing the amounts as described in the affiliated memorandum.”

Subject	7.11. Airport Equipment purchase over \$100,000; Toro Groundsmaster 5910-D rotary - Airport
Meeting	December 18, 2023 - Regular City Council Meeting - Monday, December 18, 2023, 6:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Airport
Type	Action (Consent)
Recommended Action	to authorize a purchase from Grassland Equipment & Irrigation Corp. in the amount of \$159,945.82
Subject	7.12. Request for Authorization of a Budget Neutral Amendment to the FY2024 Patrick Leahy Burlington International Airport AIP-142 Project Budget in the Amount of \$3,453,000 - Airport
Meeting	December 18, 2023 - Regular City Council Meeting - Monday, December 18, 2023, 6:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Airport
Type	Action (Consent)
Recommended Action	to authorize a budget neutral amendment to the FY24 Patrick Leahy Burlington International Airport budget to increase Federal Grant Revenue by \$3,107,700, State Grant Revenue by \$207,180 and Interfund Transfer proceeds by \$138,120, and to increase Capital Expenditures by \$3,453,000, for a total increase of overall expenditures and revenues by \$3,453,000
Subject	7.13. Extension of Section IIIg of the Memorandum of Understanding between the Friends of the Fletche Free Library and the Fletcher Free Library-City of Burlington - Library
Meeting	December 18, 2023 - Regular City Council Meeting - Monday, December 18, 2023, 6:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Fletcher Free Library
Type	Action (Consent)
Recommended Action	to approve and authorize the Director of the Fletcher Free Library to execute an amendment to the October 24, 2018 Memorandum of Understanding with the Friends of the Fletcher Free Library to extend the timeframe over which the Friends agree to manage a capital campaign for the Library from a period of five years to ten years, commencing on October 24, 2023 and lasting until October 24, 2033

Subject	7.14. Communication: Matt Carr, re: Kaffiyeh worn by Councilors at Meeting
Meeting	December 18, 2023 - Regular City Council Meeting - Monday, December 18, 2023, 6:00 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	7.15. Communication: Jordana, re: Resolution 8.1
Meeting	December 18, 2023 - Regular City Council Meeting - Monday, December 18, 2023, 6:00 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	7.16. Communication: MJ, re: human trash bigots and delusional destructive marxists
Meeting	December 18, 2023 - Regular City Council Meeting - Monday, December 18, 2023, 6:00 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	7.17. FIO Documents
Meeting	December 18, 2023 - Regular City Council Meeting - Monday, December 18, 2023, 6:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Information Communication
Recommended Action	for information only

Subject	7.18. Resolution: Terminate Option And Reject offer Of Dedication: Chittenden Emergency Food Shelf Building At 228 North Winooski Avenue (Board of Finance)
Meeting	December 18, 2023 - Regular City Council Meeting - Monday, December 18, 2023, 6:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action (Consent) Resolution
Recommended Action	waive the reading and adopt the resolution
Subject	7.19. Resolution: Terminate Option And Reject Offer Of Dedication: Vermont Legal Aid Building At 264 North Winooski Avenue (Board of Finance)
Meeting	December 18, 2023 - Regular City Council Meeting - Monday, December 18, 2023, 6:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action (Consent) Resolution
Recommended Action	waive the reading and adopt the resolution
Subject	7.20. Resolution: Authorization For Up To \$345,000 Step II Loan From Vermont Drinking Water State Revolving Fund For Final Design Of Reservoir Improvements Project (Board of Finance)
Meeting	December 18, 2023 - Regular City Council Meeting - Monday, December 18, 2023, 6:00 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: Authorization For Up To \$352,127 Step I Loan From Vermont Drinking Water State Revolving Fund For Service Line Inventory Project (Board of Finance)
Meeting	December 18, 2023 - Regular City Council Meeting - Monday, December 18, 2023, 6:00 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	7.22. Resolution: Authorization For Up To \$1,132,767 Step II Loan From Vermont Clean Water State Revolving Fund For Final Design Of Upgrades For Crescent Beach, Proctor Place, And Water Plant (Penny Lane) Pump Stations (Board of Finance)
Meeting	December 18, 2023 - Regular City Council Meeting - Monday, December 18, 2023, 6:00 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	7.23. Resolution: Appointments Of Acting Ward Three And Ward Eight Ward Clerks And Acting Inspectors Of Election For Wards Two, Three, Four And Eight For March 5, 2024 Annual City Election And Presidential Primary Election (Councilor Paul)
Meeting	December 18, 2023 - Regular City Council Meeting - Monday, December 18, 2023, 6:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Resolution
Recommended Action	waive the reading and adopt the resolution
Subject	7.24. Communication: Linda, re: Toilets
Meeting	December 18, 2023 - Regular City Council Meeting - Monday, December 18, 2023, 6:00 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. Communication: Mayor Miro Weinberger, re: Appointment of Assistant City Attorney
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Meeting	December 18, 2023 - Regular City Council Meeting - Monday, December 18, 2023, 6:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	8. Deliberative Agenda
Department	Mayor's Office
Type	Action
Recommended Action	confirm the appointment of Erik Ramakrishnan as Assistant City Attorney
Subject	8.2. Appointment: Chittenden County Regional Planning Commission - Alternate (term expires 6/30/25)
Meeting	December 18, 2023 - Regular City Council Meeting - Monday, December 18, 2023, 6:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	8. Deliberative Agenda
Department	Clerk/Treasurer's Office
Type	Action
Recommended Action	appoint Larry Lewack as the CCRPC Alternate Member
Subject	8.3. Resolution: Adoption Of The City of Burlington Engineering Standards (Transportation, Energy and Utilities Committee)(10 mins.)
Meeting	December 18, 2023 - Regular City Council Meeting - Monday, December 18, 2023, 6:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	8. Deliberative Agenda
Department	Public Works Department
Type	Action Resolution
Recommended Action	waive the reading and adopt the resolution
Subject	8.4. Ordinance: CDO--Technical Amendments ZA-24-01 (Planning, Planning Commission) (10 mins.)
Meeting	December 18, 2023 - Regular City Council Meeting - Monday, December 18, 2023, 6:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	8. Deliberative Agenda
Department	Planning
Type	Action
Recommended Action	waive the reading and adopt the ordinance with the following amendment: to retain the "and" from line 448 and strike the "shall be" from line 449
Subject	8.5. Ordinance: Burlington Code of Ordinances-Sections 21-45 - 21-49 Trespass (Councilors Paul and Traverse)(15 mins.)

Meeting	December 18, 2023 - Regular City Council Meeting - Monday, December 18, 2023, 6:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	8. Deliberative Agenda
Department	Council and Board
Type	Action
Recommended Action	Move to waive the reading and refer the proposed to the ordinance committee for further review to include, but not be limited to, consideration of the list of parties authorized to issue no trespass orders, balancing no trespass orders with proactive harm reduction efforts and to evaluate expanding the ability to enforce the trespass ordinance on private property.

9. Committee Reports

Subject	9.1. Verbal reports
Meeting	December 18, 2023 - Regular City Council Meeting - Monday, December 18, 2023, 6:00 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 18, 2023 - Regular City Council Meeting - Monday, December 18, 2023, 6:00 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 18, 2023 - Regular City Council Meeting - Monday, December 18, 2023, 6:00 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 18, 2023 - Regular City Council Meeting - Monday, December 18, 2023, 6:00 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 18, 2023 - Regular City Council Meeting - Monday, December 18, 2023, 6:00 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 18, 2023 - Regular City Council Meeting - Monday, December 18, 2023, 6:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	14. Informational and Non-Discrimination Statements
Department	Council and Board
Type	Information

TO: Council President Paul and Burlington City Council
FROM: Meagan Tuttle, Planning Director
Brian Pine, CEDO Director
DATE: December 14, 2023
RE: Draft City and UVM Housing Commitments MOU

We look forward to attending the Council's December 18 meeting to share the attached draft MOU between the City and University of Vermont, which reflects shared commitments to expand on-campus housing opportunities for UVM students. Leadership from UVM will attend to provide information about its housing and enrollment trends and plans, and answer questions. We anticipate requesting Council action on this MOU in January, following an additional community presentation.

Background on MOU

A 2009 Memorandum of Agreement between the City and UVM established mutual commitments to address concerns about the impact of student housing on residential neighborhoods in the city. In particular, UVM committed to construct two specific housing developments on campus, a ratio for new bed creation to new undergraduate enrollment, and to provide annual reports to the Council regarding progress on these commitments. Additionally, the City and UVM agreed to work together to identify sites and address impediments to creating additional housing on campus—the foundation for long-standing discussions about zoning amendments for Trinity Campus. Originally set to expire in 2015, the MOA was extended once but has since expired. Following meetings between the parties in 2021 regarding a new or amended MOA, UVM requested that long-discussed zoning amendments for Trinity Campus be considered by the City.

UVM presented requested zoning changes for Trinity Campus (ZA-22-04) to the Planning Commission in February 2022. That spring, city staff and UVM officials attended or facilitated a number of public discussions focused on UVM's campus planning, housing, and enrollment issues, and to gather feedback on the goals for zoning on Trinity Campus. In those discussions and subsequent Commission meetings, community members expressed support for new on-campus housing and improvements to existing on-campus housing options. However, many concerns were raised about the relationship between the University's ability to house more students on campus and its future enrollment trajectory in the absence of an MOU. While the Commission recognized such an agreement was outside of its authority, and focused on the appropriateness of the specific zoning changes requested, it communicated support for Council's pursuit of more tangible housing commitments by UVM when it referred ZA-22-04 to Council in December 2022.

In February 2023, ZA-22-04 was tabled by Council (and per statute, will expire on December 20). UVM leadership reengaged in mid-April about its interest in an MOU that would commit both UVM and the City to taking steps together regarding the creation of new on-campus student beds and potential zoning changes for several campus sites to help facilitate its development. Since April, the City and UVM leadership have discussed how the MOU could facilitate UVM's intent to expand available on-campus beds on and near campus, as well as positively impact off-campus housing demand in the city.

2021 Housing as a Human Right Action Plan

Even in the absence of an MOU, increased housing on campus for UVM students has continued to be a long-term priority for the City and residents in nearby neighborhoods. Therefore, rezoning of Trinity Campus was included in the 2021 Housing as a Human Right Action Plan, alongside two other zoning changes: to create the South End Innovation District and for the Neighborhood Code. Together, these

amendments reflected the commitment on the part of the Administration to address regulatory barriers to housing in order to facilitate hundreds of new homes of all types across the city, and create new on-campus student beds in the coming years.

Overview of MOU Commitments

The MOU articulates a number of commitments and provides information related to UVM's housing development activities and undergraduate enrollment goals. If enabled by zoning, UVM commits to providing an additional 1.5 beds per every one undergraduate student it enrolls above the fall 2023 level. The MOU notes that UVM views this as a minimum commitment, and aspires to further increase beds for undergraduates should zoning for several campus locations enable it.

UVM articulates its goal of first-year class sizes of approximately 3,000 students per year. For reference, UVM's fall 2023 Undergraduate Enrollment was 11,614, including 2,896 first year students. The University also re-commits to providing annual reports on beds and enrollment trends, and will provide the City with access to its federal reports for verification if needed. Finally, the MOU reflects UVM's current construction of over 600 beds for graduates, faculty, and staff and its work to develop nearly 550 beds for undergraduates—both in South Burlington.

In order to facilitate the creation of additional on-campus beds, the Administration commits to work with UVM to advance a number of zoning amendments for the Planning Commission and City Council's action. These zoning amendments include creating or amending Institutional Campus Overlay zones to enable increased lot cover and building height for UVM's Trinity Campus on Colchester Ave, the 280 East Avenue parcel, and the Waterman block on South Prospect Street.

The MOU would be effective through October 2028, with both parties committing to re-evaluate and memorialize future commitments prior to its expiration. The parties also commit to review the commitments in the MOU if UVM's undergraduate enrollment grows in such a way that it cannot meet the 1.5 bed to one student ratio, or if other terms of this agreement are not met within the timeline.

The Administration views this MOU as significant progress from early 2022, when Trinity Campus zoning discussions began without a housing MOU in place. In particular, it:

- commits UVM to provide new beds for undergraduate students if enrollment grows
- identifies UVM's intent to exceed this commitment to positively impact off-campus housing demand by identifying three campus sites for future housing
- commits the City to addressing current zoning regulations that limit the amount of student housing that can be built on the UVM campus within the institutional zoning district
- identifies UVM's goal for undergraduate first year enrollment for the next five years
- documents the timeline for ongoing data sharing and annual reporting regarding housing and enrollment trends
- commits both parties to collaborate to identify future needs and commitments before the end of the MOU term

We look forward to discussing this draft MOU and answering Council questions at your upcoming meeting.

UVM Proposed Housing

Presentation to Burlington City Council

Richard Cate, UVM Vice President for Finance and Administration

December 18, 2023

UVM Housing Goals

- Maintain annual enrollment plans at approximately 3,000 first-year students
- Expand bed capacity by at least 1.5 times annual undergraduate enrollment increases
- Secure zoning changes from the City to enable additional housing development on campus to help address the housing shortage in Burlington and surrounding area
- Provide housing options for graduate students, faculty and staff
- Current projects:
 - Catamount Run (620 beds for graduate students, faculty, and staff in So. Burlington)
 - Catamount Woods (545 beds for undergraduates in So. Burlington)
 - Deferred maintenance and planned upgrades to existing residence halls

Catamount Run



Catamount Woods



Material Terms – UVM Obligations

- Build 1.5 beds for every additional enrolled undergraduate student over and above the Fall 23 enrollment
- Each year, provide the City with the same enrollment data that it submits to the U.S. Department of Education through the Integrated Postsecondary Education Data System (IPEDS)
- Provide the City access to the IPEDS website annually
- Continue to provide housing information annually
- Commitment for five academic years, through 10/31/28

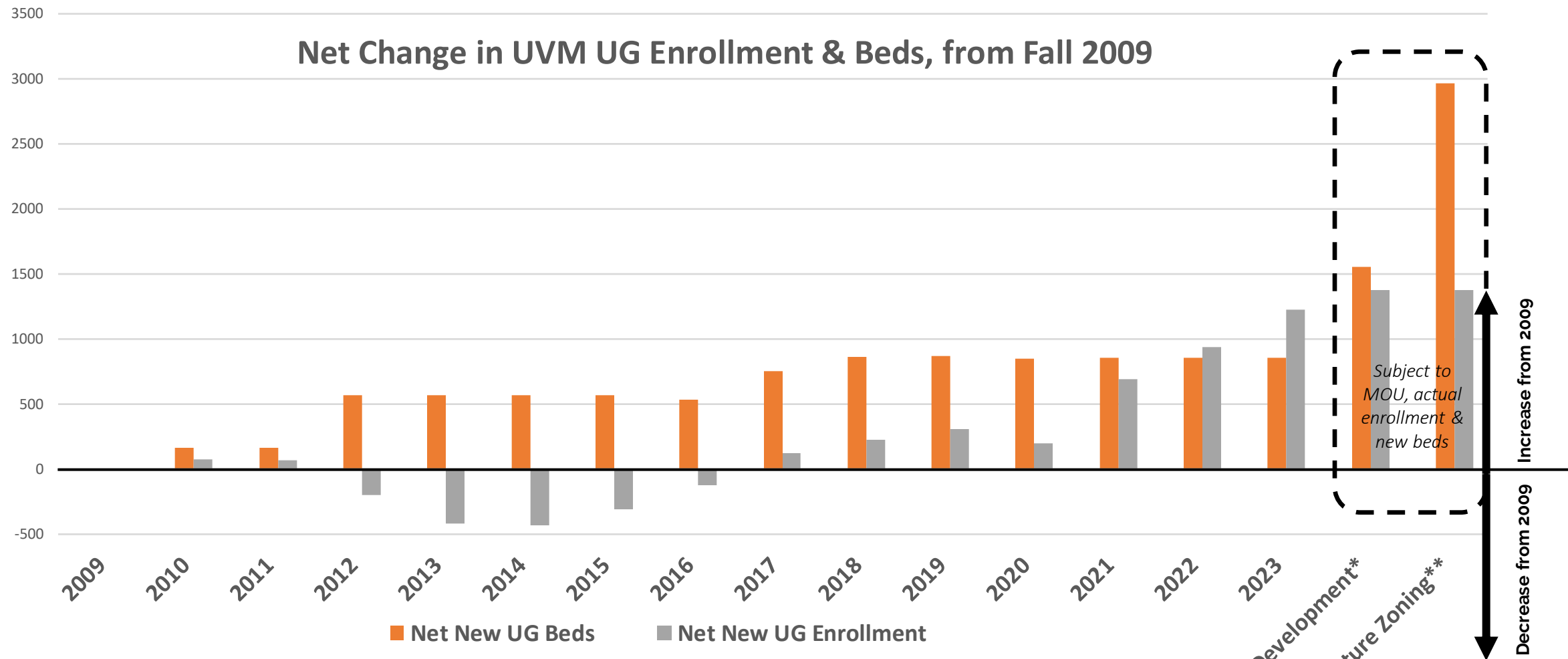
Material Terms - City Obligations

- By 03/31/24 on the 280 East Avenue Parcel - zoning amendments that allow the construction of buildings up to 80' high and lot coverage of up to 75%
- By 10/31/24 on the Waterman Block – zoning amendments that allow buildings up to 80' high and lot coverage of up to 75%
- By 10/31/24 on the Trinity Campus – zoning amendments that allow for the construction of buildings up to 80' high and lot coverage of up to 75% (no request for a setback change)

Site Locations



Discussion



**Projected based on draft MOU, and projects UVM has announced within South Burlington*

***Projected based on draft MOU, and potential future on-campus projects that could be enabled by zoning changes*

How to Interpret this chart:

UG= Full-time undergraduate students Beds= UVM's beds for undergraduates on and near campus

UVM enrollment and UG bed count in 2009 are represented by the X axis line. Bars for each year represent the change in beds and enrollment between that year and 2009. Multiple years should not be added together. For example, in 2016, there were approx. 125 fewer undergraduates and 535 more on-campus beds than in 2009. Future years are estimates based on the draft MOU and subject to change.

CITY OF BURLINGTON AND UNIVERSITY OF VERMONT
MEMORANDUM OF UNDERSTANDING REGARDING HOUSING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is executed on behalf of the City of Burlington, Vermont (the City”) and The University of Vermont and State Agricultural College (“UVM”), collectively “the Parties.”

WHEREAS, the City has earned a reputation as one of the most livable cities in the country on account of its strong economy, attractive educational, arts and cultural opportunities, and amazing natural beauty; and

WHEREAS, UVM is recognized as a premier public research university and flagship campus for the State of Vermont attracting the best and brightest students from around the world to its campus and the City; and

WHEREAS, the City—like much of the State of Vermont—is experiencing a severe housing shortage on account of its and UVM’s attractive reputations as well as broader changes in the composition of households; and

WHEREAS, an inadequate number of new housing units being constructed has exacerbated the City’s long-term housing shortage, and only efforts on the part of numerous stakeholders will resolve this shortage; and

WHEREAS, UVM students, living on- and off-campus, comprise nearly one quarter (1/4) of the population of the City and, therefore, their presence is a component of both the City’s economic strength and its housing needs; and

WHEREAS, from 2009 to 2021 UVM, with its housing partners, created enough additional housing units to keep pace with modest growth in enrollment and wishes to provide additional housing in the future toward the goal of helping to provide some relief for the very challenging Burlington housing market; and

WHEREAS, the City, by and through its elected and appointed officials, has legal and regulatory authority over the City of Burlington; and

WHEREAS, UVM, by and through its Board of Trustees and the University officials to whom the Board of Trustees has delegated its authority, has legal and administrative authority over matters of academic and student affairs, including student enrollment and student housing; and

WHEREAS, UVM is currently constructing housing for graduate students, faculty, and staff, including approximately 620 beds at Catamount Run in South Burlington; and

WHEREAS, UVM has also initiated development of new Undergraduate Student housing, including approximately 540 beds for undergraduates at Catamount Woods in South Burlington; and

WHEREAS, the City and UVM desire to work together in good faith to create more housing on and around UVM’s campus primarily for undergraduate students, and changes to the City’s zoning ordinances are essential in this regard;

NOW THEREFORE, the City and UVM set forth the following mutual terms and understandings:

1. **Definitions.** For purposes of this MOU, the following terms shall have the following meanings and will be capitalized when used herein:

Available Beds means the total number of beds for UVM Undergraduate Students made available, or for which a contract for construction has been executed, as a result of efforts on the part of UVM through any of the following methods:

- Existing on-campus housing
- Newly constructed on- or off-campus housing
- Leasing additional newly constructed or currently existing off-campus housing units within Chittenden County for the specific purposes of housing Undergraduate Students

Baseline means the number of UVM Undergraduate Students enrolled on the 2023 Census Date.

Census Date means September 30 of each academic year.

Force Majeure Event means any unavoidable circumstance beyond the control of a Party, and which renders a Party unable to perform its commitment(s) set forth in this MOU. Such circumstances include, but are not limited to, any strike, closure, epidemic or pandemic, major regional or national financial disruption, natural disaster, explosion, fire, flood, accident, war, act of terror, riot, insurgence, or any other similar event which renders a Party unable to perform the commitments set forth in this MOU.

Undergraduate Students means full-time, degree-seeking undergraduate students who are enrolled in 12 or more credit hours at UVM on the Census Date of a given academic year and who attend some or all their classes on the UVM campus.

2. **UVM's Housing Increase Commitment.** If and when the City approves an amendment or series of amendments to zoning as described in Paragraph 6 of this MOU, UVM will increase the number of Available Beds by an amount that is at least 1.5 times the increase in the number of Undergraduate Students over and above the Baseline, as measured at the annual Census Date, for the duration of this MOU. UVM will accomplish the increase in Available Beds within twelve months of the date of the census that indicates that the number of Undergraduate Students has increased above the Baseline.
3. **Consequence of Force Majeure Event.** If a Force Majeure Event prevents UVM's meeting the terms of its commitment, UVM will not be said to have fallen short of its commitment if it can demonstrate its good faith efforts to meet the terms described in paragraph 2 of this MOU. UVM will provide the City with relevant documentation to establish its good faith efforts if UVM fails to fulfill its commitment by September 30, 2028.
4. **Overall Impact on Housing Market.** UVM and the City expect that UVM's commitments articulated in this MOU will positively impact the City's challenging housing market by increasing the number of beds available to its Undergraduate Students and also providing housing options for graduate students. The intention is to provide additional Available Beds to better serve current students as well as future housing needs.

At the time of signing of this MOU, the parties acknowledge that UVM views its commitment in paragraph 2 as a minimum one, and aspires to further increase Available Beds, as needed, if enabled by the zoning changes outlined in paragraph 6.

5. **UVM's Commitment to Furnish Data.** UVM will provide the City an annual report depicting the number of and basis for calculating its Available Beds and Undergraduate Students on or before October 31 of each year in which this MOU is in place. The basis for calculating may be verified by the City by accessing the U.S. Department of Education's Integrated Postsecondary Education Data System ("IPEDS"), to which UVM is required to report accurate data as a condition of its participation in federal financial student aid programs. UVM will enable access to its IPEDS data annually upon the City's request.
6. **The City's Regulatory Commitment.** The Parties acknowledge and agree that in order for UVM to meet the commitment to increase Available Beds in paragraph 2, changes to the existing zoning related to portions of UVM's campus will be required. UVM and the City's administration agree to work in good faith and in line with all local, state and federal laws to support amendments to the existing zoning ordinance consistent with those outlined in this paragraph, with the understanding that only the Burlington City Council and Planning Commission in their legislative capacities have statutory authority to adopt amendments to the zoning ordinance.
 - a. Zoning amendments or exceptions that enable, on or before March 31, 2024, the creation of an Institutional Core Campus (ICC) District specific to the 280 East Avenue Parcel with the existing setback, lot coverage of up to 75%, and a building height limitation of 80 feet.
 - b. Zoning amendments or exceptions that enable, on or before October 31, 2024, the creation of an ICC District specific to the Waterman Block with the existing setback, lot coverage of up to 75%, and a building height limitation of 80 feet.
 - c. Zoning amendments or exceptions that enable, on or before October 31, 2024, the construction of buildings on UVM's Trinity Campus with the existing setback, lot coverage of up to 75%, and a building height limitation 80 feet.
7. **Term of MOU.** This MOU reflects the mutual terms and understandings of the Parties beginning on the date the final signature is affixed to the MOU through October 31, 2028. By or before the expiration of this MOU, the Parties will re-evaluate and memorialize future mutual understandings and commitments to a healthier Burlington housing market based on then-existing conditions at the discretion of the elected leaders of the City and UVM's Board of Trustees.

The University is committed to the goal of incoming first-year classes of approximately 3000 students per year, and the Parties anticipate that UVM's commitments in Paragraph 2 can be met based on this goal. However, should undergraduate enrollment as compared to the Baseline grow in such a way that UVM's commitments in Paragraph 2 cannot be met, the Parties will reconvene to consider the possibility of amending this MOU. Further, the Parties agree that, if the terms of this MOU are not met within the timeframes stated herein, they will meet to discuss further options for achieving the goal of helping to provide relief for the Burlington housing market.

8. A copy of notices given under this MOU shall be delivered as follows:

To the City: City of Burlington
City Attorney
City Hall, 149 Church Street
Burlington, Vermont 05401

To UVM: The University of Vermont and State Agricultural College
General Counsel
Office of General Counsel, 357 Waterman Building
85 South Prospect Street
Burlington, Vermont 05405

9. **Amendments or Modifications.** No amendment or modification of this MOU is effective unless the amendment or modification is in writing and signed by the duly authorized agents of each Party.

10. **Choice of Law/No Third-Party Beneficiary.** This MOU shall be interpreted in accordance with the laws of the State of Vermont. Nothing in this MOU is intended by the Parties to expand either Party's legal right or abridge, amend, or materially alter either Party's legal authority or responsibilities. The Parties agree that no right, remedy, or benefit shall be conferred by this MOU on any third party.

CITY OF BURLINGTON

UNIVERSITY OF VERMONT

By:_____

By:_____

Its:_____

Its:_____

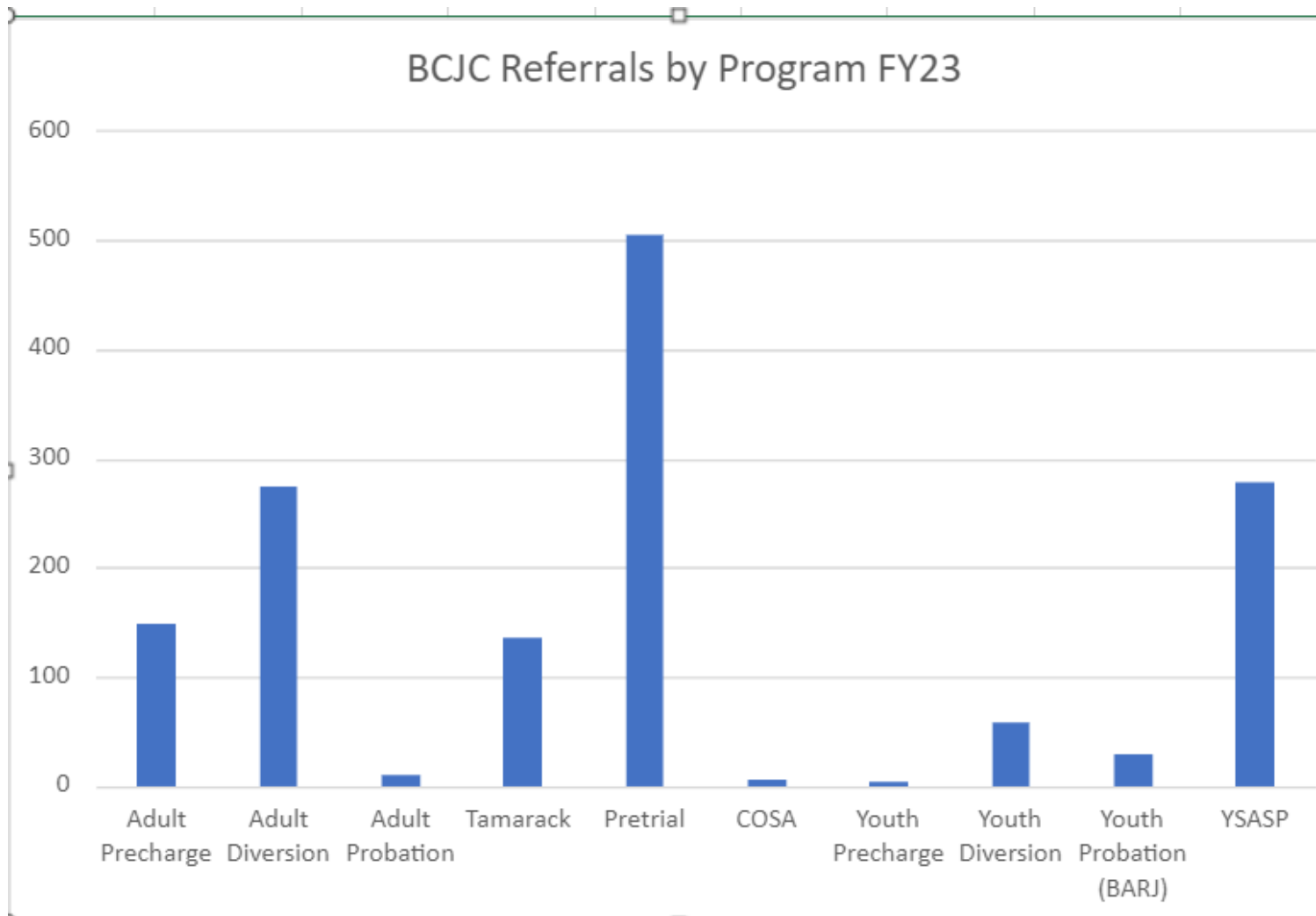
Date:_____

Date:_____



BURLINGTON
COMMUNITY
JUSTICE CENTER

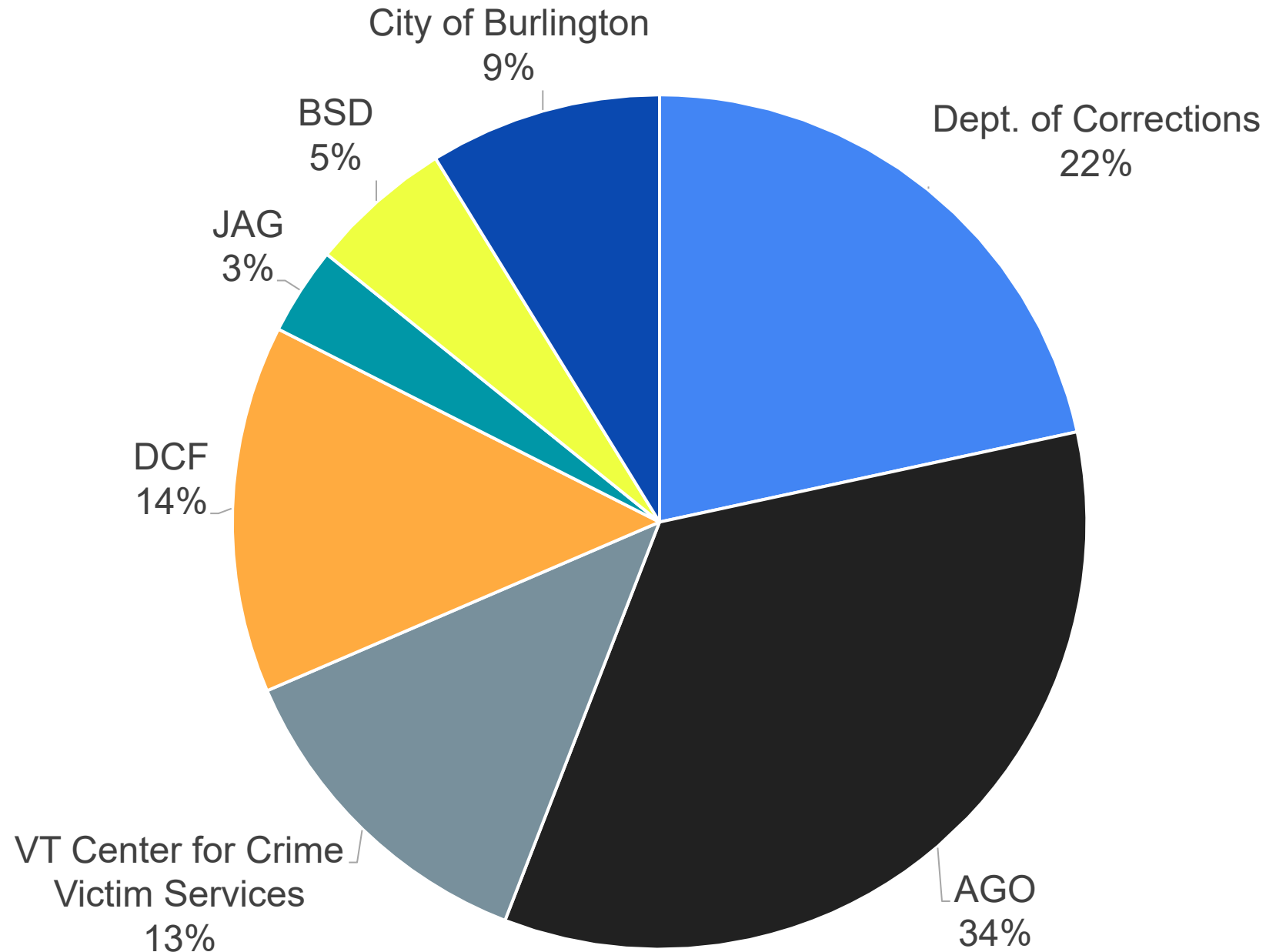
Rachel Jolly
Becky Penberthy
Taylor Small



- 17 staff
- 3 locations (200 Church, Costello Courthouse, BPD)
- \$1.59 M budget
- 1447 referrals in FY23

Burlington CJC Revenues--FY24

\$1.59 M



What is Restorative Justice?



“RESTORATIVE JUSTICE IS A COMPASS NOT A MAP”*

- ▶ Is not new.
- ▶ Is NOT a program.
- ▶ Is a way of thinking, a philosophical framework.
- ▶ It is a way of responding relationally to wrong doing in our schools, criminal legal system, organizations, and communities.
- ▶ In schools, workplaces, and communities, it has evolved beyond responding to wrongdoing.

*(ZEHR, 2002)

Traditional vs Restorative

Traditional Criminal Justice

- **Crime is a violation of the law, state.**
- **Violating the law makes you guilty**
- **Justice happens when the state determines blame (guilt) and imposes pain (punishment)**
- **Focus on offenders who “get what they deserve”**

Restorative Justice

- **Crime is a violation of people and relationships**
- **Violations create obligations**
- **Justice involves affected and responsible parties along with community members in an effort to repair the harm caused**
- **Focus on affected party’s needs and responsible party’s agreement for repairing the harm.**

RESTORATIVE PRINCIPLES (ZEHR)

- ▶ **ENGAGEMENT**: involves those impacted, including the community, in the process and resolution.
- ▶ **RESPONSIBILITY**: encourages appropriate responsibility for addressing needs and repairing the harm (accountability);
- ▶ **RESTORATION**: acknowledges and repairs the harm caused by, and revealed by, wrongdoing.



Questions?

Our homes over the years...

1998: 95 St. Paul Street

2002: 82 South Winooski St.

2007: Richardson Building 127 College St.

2009: 179 South Winooski St.

2015: 200 Church St.

2025: 176 South Winooski



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

	Meeting Date	Type of Document
1	7/12/2021	Resolution: Parks Arts And Culture Committee To Create A Dog Task Force
2	10/18/2021	Resolution: Police Oversight And Accountability Authorities To Police Commission To Alter The Police Disciplinary System
3	2/6/2023	Resolution: Supporting More Public Input On Police Oversight And Accountability Upon Defeat Of The Ballot Initiative On A Community Control Board
4	2/6/2023	Communication re Ward 2/3 NPA Resolution to Name the New Shelburne Street Roundabout After Tony Redington and Ward 2/3 NPA Resolution in Support of Big Heavy World Teen Center Proposal for Memorial Auditorium
5	3/13/2023	Communication re Ward 5 NPA Steering Committee to Name the New Shelburne Street Roundabout after Tony Redington
6	3/13/2023	Resolution: Supporting LGBTQIA+ Community Members and Condemning Transphobia
7	4/17/2023	Communication re Winooski Avenue Corridor Study Implementation Update

8	5/15/2023	Resolution: BTV Solar Eclipse 2024
9	5/15/2023	Resolution: Process For Updating Sheltering on Public Lands Policy Given The Rise in Homelessness And The End Of The Motel Voucher Program
10	6/5/2023	Resolution: Accepting Grant Funding from the Department of Mental Health for the Crisis Response Team and Exploring the Creation of a Burlington CAIP Department
11	7/24/2023	Resolution: The Climate Emergency and the Council Request to Count Vermont Air National Guard GHG Emissions and to Plan to Eliminate VTANG Aviation and Ground GHG Emissions in the Spirit of the City's 2030 Net Zero Goals
12	8/14/2023	Communication: Financial review of Expenditures by REIB in Fiscal Years 2021 and 2022
13	10/10/2023	Communication: Vehicle for Hire Licensing Board, re: Vehicle for Hire Modernization
14	12/11/2023	Resolution: Implementation Of A Carbon Pollution Impact Fee For New Construction And Large Existing Commerical and Industrial Buildings 25,000 Square Feet or Larger
		NOTE: These resolutions relate in part to the work of the Joint Committee (Ordinance and Charter Change) in their work on police
		NOTE: These communications are both regarding the Shelburne Street Roundabout naming after Tony Reddington

CITY COUNCIL ACCOUNTABILITY LIST

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

13-Dec-23

Action Requested	Updated Next Steps in the Process
report due back to the City Council from the task force	4/29/2022; This timeline was amended to year end 2022; UPDATE as of 1/30/2023: The Task Force will present a report to PACC at its next meeting UPDATE: Task Force will be presenting their report to the Council on March 27, 2023 UPDATE: Final report will come to the Council in June 2023. UPDATE: final report to come in September.
CA office to draft ordinance with language as per the resolution, with the ordinance to be referred to the Ordinance Committee, amendment to FY22 to include legal counsel for the Police Commission, referral to Charter Change to hold meetings with community and stakeholder input on moving disciplinary authority from the Chief of Police to a body independent from BPD that may include the Commission with the possibility of a Charter change for consideration.	**NOTE: This item was never added to this Accountability List in October 2021.** It is being added as of February 10, 2023. Draft ordinance was done by then-CA Richardson in March 2022, presented to the Police Commission in April 2022 and the PC responded with comments to the draft. By May 2022, CA Richardson and other staff left. This draft and PC comments must be followed up on and then referred to the Ordinance Committee. Question on resolved clause lines 103 to 105 to be followed up on. Charter Change Committee was to hold meetings with community and stakeholders with referral of language back to the Council. UPDATE: Draft ordinance was referred to Joint Committee of Ordinance and
upon defeat of the ballot item on Community Control of Police, that proposed Charter language of Control Board, mayor's December 2020 Charter amendment, October 18, 2021 resolution, related ordinance language from City Attorney in April 2022 be referred to Ordinance and Charter Change Committees for review, robust public input on disciplinary authority of Chief, oversight role of the police commission with referral back to full council by June 1, 2023	to discuss joint meetings, stakeholder and robust public input, beginning early April. UPDATE: Meeting dates being determined for late April and into May. UPDATE: first meeting to be held May 4. UPDATE: Metings scheduled in May, Report to come to the Council on June 5. UPDATE: Work to continue to September 2023.
refer the communication to TEUC and CDNR Committees respectively for further review and engagement	TEUC Item was taken up at the March meeting, more information was requested for the next TEUC meeting
refer the communication to TEUC for further review	TEUC Item was taken up at the March meeting, more information was requested for the next TEUC meeting
City Council will work in collaboration with community members and organizations and the City administration to develop a plan for ongoing activities to support and amplify the voices of the LGBTQIA+ community, including days of action, flying pride flags on City property, and organizing a speakers series; City Councils urges Burlington's state legislative delegation to look at current state hate crime statute to look to extend protections for schools and organizations that advocate/support LGBTQ+ (and other minoritized communities) from hate motivated targeted crimes City Council's Ordinance Committee shall, in coordination with the Burlington Police Department and the City Attorney's Office, examine Burlington's graffiti ordinance and consider changes that address continued defacement of public property, and graffiti that spreads hateful and harmful messages.	
refer the communication to TEUC in order to work with the Administration on the plan to monitor and evaluate the changes to the North Winooski Avenue corridor and any proposal to address the transportation and neighborhood needs arising from the evaluation	

the City Council requests that the event planning staff in Burlington City Arts, Business and Workforce Development, and the Burlington Parks, Recreation and Waterfront Department provide regular updates to the City Council Parks, Arts, and Culture Committee regarding planning for this event, including but not limited to, developing a page on the City’s website with visitor data, coordinating with local organizations on events in the area, and city-sponsored events to celebrate the eclipse in collaboration with area schools, scientific organizations, and/or other groups celebrating the arrival of the exclipse. Staff to update the Parks, Arts, and Culture Committee in July or August 2023 and in January 2024 with a full plan for the event.	
The City Council asks CEDO to provide the CDNR committee with research and community and city staff engagement on best practices and potential pathways to take to improve the status quo on three topics at the CDNR May, June, July 2023 meetings – respectively: 1) The current sheltering on public lands policy 2) Chittenden County sheltering options when shelter capacity has been reached; and, 3) Storage and bathroom access. CDNR committee shall obtain feedback from relevant stakeholders, including the State of Vermont, and report back on the discussion of best practices and potential pathways as well as recommended actions to the City Council on August 14, 2023, Administration and the City Council will work with our state legislative delegation to find additional funding to assist Burlington and other municipalities to find resources to alleviate the full cost of supporting the unhoused on city services; and the City Council requests the Administration convene a meeting of community organizations and City staff responsible for serving unhoused community members to inform a Work Session at the June 5th City Council meeting regarding the City’s response to addressing houselessness.	Referred to PACC with updates to the full Council in September and early 2024
requests an evaluation be done to explore Burlington CAIP becoming a department of the City , an evaluation be done to review the reporting and supervisory structure needed to support three public safety departments (police, fire and CAIP), that a report come to Public Safety Committee in October 2023, approval for the Chief of Police to accept the Department of Mental Health grant for Burington CARES	Work session was held on June 5. UPDATE: research from CEDO is forthcoming and will be discusseed at the September 2023 CDNR meeting.
requests that the Vermont Air Force National Guard Adjutant General, beginning for the year 2025, calculate aviation and ground fuel usage at the VTANG base and to annually provide BTV Director and TEUC with a complete record of the calculated aviation and ground greenhouse gas emission; for VTANG to work collaboratively to draft a plan to adopt simulation and augmented reality training to substantially reduce or eliminate GHG with initial meeting on or before 12/31/23 and follow up at TUEC's March 2024 meeting	Report to come to Public Safety in October 2023
Refer the materials posted under this item as supporting documents to the HR Committee to consider the full impact of this report on our City, Tyeastia Green, Casey Ellerby and their families. We further refer these materials to the HR Committee to establish a process for independent evaluation and oversight of the hiring and retention policies and solutions employed by the City of Burlington to combat anti-bipoc and gender based discriminatory practices.	Initial meeting of the parties by 12/31/2023
	not - specified

referred to TEUC

not - specified

referred to TEUC for consideration at their next meeting

e oversight and accountability.



OFFICE OF THE CLERK/TREASURER City of Burlington

City Hall, Room 20, 149 Church Street, Burlington, VT 05401
7000

Voice (802) 865-

Fax (802) 865-7014
Deaf/Hard of Hearing 711

To: Board of Finance
City Council

From: Katherine Schad, CAO
Timothy Clancy, Human Resources Manager

Date: December 18, 2023

Subject: Reclassification of one (1) Clerk/Treasurer position

Executive Summary

We propose the reclassification and retitling of one (1) position in the Clerk/Treasurer office as summarized below:

- Reclassification of Cash & Banking Accountant, a Regular, Full-time, Non-exempt, AFSCME, Grade 16, position to Senior Accountant, a regular, Full-time, Exempt, Non-union, Grade 18, position in the Clerk/Treasurer's Office.

Background for Reclassification and Retitling

This position provides senior level accounting services, in support of the City's central accounting function. Specifically, this position provides accounting services and ensures the integrity of accounting information by reviewing, recording and verifying general ledger account activity for all City Departments, except Burlington Electric Department & the School district. The position focuses on cash management and requires independent judgement and initiative required in planning, developing, training and implementing system changes needed to analyze data and provide accurate reporting

This is a continuation of the strategic restructuring of the C/T office to create more efficiencies and adapt to the changing needs of the departments the office supports. This change will better position the department to give more direct support to departments. Our goals are to make sure staff are still supported and developed in their day-to-day work, and all departments' needs are met promptly. This change also allows for internal equity as there are two other senior accountants within the CT department and with this change, all three positions will be at the same grade. AFSCME has been consulted and has signed off on this change.

Financial Impact

Position	Current Grade/Step	FY24 Salary	Proposed Grade/Step	FY23 Reclassified Salary	Increase
Cash & Banking Accountant> Senior Accountant	16-7	\$67,179.43	18-4	\$71,774.47	\$4,595.04

This increase can be absorbed within the CT personnel budget due to greater than anticipated attrition.

Motions**Board of Finance Motion:**

To approve and recommend that the City Council approve the:

- Reclassification and Retitling of Cash & Banking Accounting, a Regular, Full-time, Non-exempt, AFSCME, Grade 16, position to Senior Accountant, a regular, Full-time, Exempt, Non-union, Grade 18, position in the Clerk/Treasurer's Office.

City Council Motion:

To approve the:

- Reclassification and Retitling of Cash & Banking Accounting, a Regular, Full-time, Non-exempt, AFSCME, Grade 16, position to Senior Accountant, a regular, Full-time, Exempt, Non-union, Grade 18, position in the Clerk/Treasurer's Office.

City of Burlington

Job Description

Position Title: Senior Accountant

Department: Clerk/Treasurer

Reports to: Assistant Director of Finance or Comptroller

Pay Grade: TBD

Job Code: TBD

Exempt/Non-Exempt: TBD

Union: TBD

Remote Work Rating: Tier 3

General Purpose: This position provides senior level accounting services in support of the City's central accounting function. The position requires advanced knowledge of accounting and Generally Accepted Accounting Principles (GAAP). This position ensures the integrity of accounting information by reviewing, recording and verifying general ledger account activity for all City Departments, except for the Burlington Electric Department (BED) & School. Responsible for senior level reconciliation of complex accounts and review of activity proposed by junior staff. Monitor and evaluate general ledger accounts for accuracy monthly. The position will assist in the development of strategies to improve performance & reporting. Position may also provide accounting services to several other major City Departments, including Enterprise Funds and Special Revenue Funds. This position is distinguished from other financial positions by the level of independent judgment and initiative required in planning, developing, training and implementing system changes that is needed to analyze data and provide accurate reporting.

In addition to the core purpose listed above, this position will also have a focus area either in banking & cash, capital projects, and/or grants management – as discussed with Employee's supervisor.

- **Essential Job Functions:** Perform and/or oversee accounting duties such as the preparation of journal entries, bank statement reconciliation, and general ledger account reconciliation.
- Responsible for reconciliation of the City's more complex bank statements and General Ledger activity.
- Analyze financial information and prepare documentation and reports associated with reconciliations, departmental budgets and other data as needed.
- Leads staff on the monitoring and reconciliation of the City's balance sheet and income statement accounts.
- Reconcile sub-ledgers to appropriate general ledger accounts. Ensure accurate entry, identify variances and work with City staff to process corrections as needed.
- Trains appropriate staff in Clerk/Treasurer's Department and other City Departments on policies & procedures necessary to accurately provide information & documentation appropriate for ledger processing.
-
- Assists in the development and maintenance of appropriate accounting standards and procedures in accordance with Generally Accepted Accounting Principles (GAAP) and

other regulatory guidelines and requirements.

- Prepares, verifies and processes various journal entries, budget amendments and allocations. Ensure accurate coding and adequate documentation.
- Assists with audit and year-end preparation including deferred revenues, generating and processing entries, tracking various funds and entry types, gathering documentation and working with various City staff to reconcile account variances.
- Develops, design, and provides financial and budget related information and tools, including budgetary reviews, prepare budget vs. actual statements and reports as needed.
- Works with Departments that have external software that interfaces and provides financial data to the City for entry in General Ledger. Ensure departments are compliant and providing accurate financial records before interfacing with General Ledger.
- Provides assistance to Departments by providing financial information analysis & reporting.
- Assists in the preparation of the City's budget.
- Performs or oversees the development and reporting of the City's cost allocation plan(s).

As Assigned:

- Prepares, review and execute ACH, EFT and Wire transfers for City departments, Special Revenue Funds and Enterprise Funds as needed.
- Assists the ADF with preparation of cash flows and cash management.
- Responsible for maintaining, updating and reporting on the City's bonds and debt schedules. Verify amortization schedules to accurately generate and process payments due in a timely fashion. Follow up with appropriate City personnel to ensure timely payment of debt and reimbursement to the City's pooled cash fund.
- Responsible for developing and maintenance of grants tracking software to ensure all grants are captured, accurately classified and links in place to produce annual Schedule of Expenditures of Federal Awards (SEFA).
- Responsible for developing and maintenance of project tracking software to ensure all capital projects are captured, accurately classified and links in place to produce reporting for annual and year-to-date data.
- Review and ensure requests for budget amendments, use of fund balance and other balance forward entries are accurate and follow Board of Finance and City Council authorization.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's Degree in Accounting Business Administration, or related field and with three (3) years of relevant accounting and banking experience required. Additional experience may be substituted for a degree requirement on a two-for-one year basis.
- Prior municipal experience and bond experience are preferred.
- Required three (3) years of more complex reconciliations.
- Knowledge of business concepts, best practices as they relate to departmental activities.

- Proven technical expertise working with multiple software applications to generate, format and import data from various sources.
- Proven technical expertise to generate, format and import data from various sources.
- Thorough knowledge of general accounting principles and practices required.
- Working knowledge of computerized accounting systems including the ability to operate spreadsheets, word-processing, and database software in a Windows based environment.
- Critical thinking and analytical skills required.
- Must be consistent and accurate.
- Initiative, creativity, and attention to detail required.
- Strong problem solving and organizational skills required.
- Ability to work well under pressure and appropriately deal with stress.
- Ability to meet schedules and deadlines while working with minimal supervision.
- Ability to work independently and in a team environment.
- Ability to communicate effectively both orally and in writing with City management and departmental staff.
- Ability to establish and maintain good relations with co-workers.
- Ability to listen to and appropriately react to a supervisor's constructive criticism and incorporate said criticism to improve performance.
- Flexibility, adaptability and commitment to constant improvement and innovation.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.

Physical & Mental/Reasoning Requirements; Work Environment:

These are the physical and mental/reasoning requirements of the position as it is typically performed. Inability to meet one or more of these physical or mental/reasoning requirements will not automatically disqualify a candidate or employee from the position. Upon request for a reasonable accommodation, the City may be able to adjust or excuse one or more of these requirements, depending on the requirement, the essential function to which it relates, and the proposed accommodation.

x	seeing	x	ability to move distances within warehouses and offices
	color perception (red, green, amber)	x	lifting (specify 20 pounds)
x	hearing/listening	x	carrying (specify 20 pounds)
x	clear speech		climbing
x	touching		driving
x	dexterity x hand x finger		ability to mount and dismount forklift
	reading – basic		pushing/pulling
x	reading – complex		shift work
	math skills – basic		moving objects

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

Supervision:

Directly Supervises: __0__

Indirectly Supervises: __0__

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 February 2016. Revised January 2019. Revised December 2021, Revised January 2023 with Remote Work Rating. Revised December 2023.

This position description is provided to AFSCME for information only. The City has no obligation to negotiate with AFSCME regarding changes in position descriptions. The City's provision of revised position descriptions is in no way an admission of any obligation to negotiate or voluntary commitment to negotiate changes in position descriptions.

City of Burlington Job Description

Position Title: ~~Cash and Banking Accountant~~ Senior Accountant

Department: Clerk/Treasurer

Reports to: ~~Assistant Director of Finance or Comptroller~~ Banking and Cash Operations Manager

Pay Grade: ~~46~~ TBD

Job Code: TBD

Exempt/Non-Exempt: ~~Non-Exempt~~ TBD

Union: ~~AFSCME~~ TBD

Remote Work Rating: Tier 3

General Purpose: This position provides senior level accounting services in support of the City's central accounting function. The position requires advanced knowledge of accounting and Generally Accepted Accounting Principles (GAAP). This position ensures the integrity of accounting information by reviewing, recording and verifying general ledger account activity for all City Departments, ~~excluding~~ except for the Burlington Electric Department (BED) & School Departments. Responsible for senior level reconciliation of complex accounts and review of activity proposed by junior subordinate staff. Monitor and evaluate gGeneral lLedger accounts for accuracy monthly, and report to Comptroller and other City Officials. The position will assist in the development of strategies to improve performance & reporting. Position may also provide accounting services to several other major City Departments, including Enterprise Funds and Special Revenue Funds. This position is distinguished from other financial positions by the level of independent judgment and initiative required in planning, developing, training and implementing system changes that is needed to analyze data and provide accurate reporting.

Provides senior level accounting services in support of the City's central accounting function and may provide accounting services to several other major City departments. This position also provides guidance, training, and oversight to front line staff on day to day operations including oversight of City staff as it relates to all receipts. In addition to the core purpose listed above, tThis position will also have a focus area either in banking & cash, capital projects, and/or grants management – as discussed with Employee's supervisor. is also responsible for the daily acknowledgment of banking activity and daily maintenance, monitoring and reporting of the City's cash position to management. This position is responsible for senior level reconciliation of complex accounts and bank statements, and other General Ledger accounts as assigned. Additionally, this position requires a high level of accuracy, organization and ability to prioritize are critical for this position, as it is responsible for ensuring the City's accounts are in good standing at all times.

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.)

- Perform and/or ~~supervises~~ oversee the accounting duties such as the preparation of journal entries, ~~and~~ bank statement reconciliation, ~~General and gGeneral lL~~ Ledger account reconciliation to junior staff.
- ~~Assist BCOM with preparation of cash flows and cash management.~~
- ~~Responsible for maintaining, updating and reporting on the City's bonds and debt schedules database. Verify amortization schedules to accurately generate and process payments due in a timely fashion. Follow up with appropriate City personnel to ensure timely payment of debt and reimbursement to the City's pooled cash fund.~~
- Responsible for reconciliation of the City's more complex bank statements and General Ledger activity including International Airport and City and Retirement Investments.
- Analyze financial information and prepare documentation and reports associated with reconciliations, departmental budgets and other data as needed.
- assigned bank statements, to include creating necessary journal entries to record bank fees, automatic payments, and insufficient funds returns etc. Leads staff on the monitoring and reconciliation of the City's balance sheet and income statement accounts. Ensure accurate posting & allocations through monthly reconciliation, assess risks and report to the Asst. Director of Finance (ADF) along with suggestions for improvement.
- Reconcile sub-ledgers to appropriate gGeneral lLedger accounts. Ensure accurate entry, identify variances and work with City staff to process corrections as needed.
- Trains appropriate ~~fiscal and clerical~~ staff in Finance Clerk/Treasurer's Department and other City Departments on policies & procedures necessary to accurately provide information & documentation appropriate for ledger processing.
- ~~Reconcile sub-ledgers to appropriate General Ledger accounts. Ensure accurate entry, identify variances and work with City staff to process corrections as needed. Assists the ADF BCOM with preparation of cash flows and cash management.~~
- Assists in the development and maintenance of appropriate accounting standards and procedures in accordance with Generally Accepted Accounting Principles (GAAP) and other regulatory guidelines and requirements.
- ~~Prepares, review and execute ACH, EFT and Wire transfers for City departments, Special Revenue Funds and Enterprise Funds as needed.~~
- Prepares, verifies and processes various journal entries, budget amendments and allocations. Ensure accurate coding and adequate documentation.
- ~~Assist with verifying and processing of various City receipts as needed (taxes, AR payments, general receipts).~~
- ~~Prepare, verify and process various journal entries, budget amendments and allocations. Ensure accurate coding and adequate documentation.~~
- Perform monitoring and reconciliation of the City's balance sheet and income statement accounts.
- Assists with audit and year-end preparation including deferred revenues, generating and processing entries, tracking various funds and entry types, gathering documentation and working with various City staff to reconcile account variances.
- Develops, design, and provides financial and budget related information and tools, including budgetary reviews, prepare budget vs. actual statements and reports as needed.

- ~~— Develop and maintain computerized spreadsheets and/or databases to assist with tracking, entry and reporting of financial data.~~
- Works with Departments that have external software that interfaces and provides financial data to the City for entry in General Ledger. Ensure departments are compliant and providing accurate financial records before interfacing with General Ledger.
- Provides assistance to Departments by providing financial information analysis & reporting.
- Assists in the preparation of the City's budget.
- Performs or oversees the development and reporting of the City's cost allocation plan(s).
- ~~• Receive and respond to requests for information from City staff in person, by phone, or in writing. Ensure that such requests receive timely response from appropriate sources.~~
- ~~• Prepare and produce various reports for management as needed.~~
- ~~• Work with staff and/or banks to resolve receipt issues including deposit variances, NSF checks or ACH's and unknown or missing deposits.~~
- ~~• Responsible for ensuring entry and accuracy of all City departments' receipts into financial software from third-party applications.~~
- ~~• Verify, approve and post daily front desk and General Fund departments' deposits and reconcile with bank activity as requested~~
- ~~• Create, update and maintain typed procedures for all assigned tasks.~~

As Assigned:

- Prepares, review and execute ACH, EFT and Wire transfers for City departments, Special Revenue Funds and Enterprise Funds as needed.
- Assists the ADF with preparation of cash flows and cash management.
- Responsible for maintaining, updating and reporting on the City's bonds and debt schedules. Verify amortization schedules to accurately generate and process payments due in a timely fashion. Follow up with appropriate City personnel to ensure timely payment of debt and reimbursement to the City's pooled cash fund.
- Responsible for developing and maintenance of grants tracking software to ensure all grants are captured, accurately classified and links in place to produce annual Schedule of Expenditures of Federal Awards (SEFA).
- Responsible for developing and maintenance of project tracking software to ensure all capital projects are captured, accurately classified and links in place to produce reporting for annual and year-to-date data.
- Review and ensure requests for budget amendments, use of fund balance and other balance forward entries are accurate and follow Board of Finance and City Council authorization.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's Degree in Accounting Business Administration, or related field and with three

(3) years of relevant accounting and banking experience required. Additional experience may be substituted for a degree requirement on a two-for-one year basis.

- Prior municipal experience and bond experience are preferred.
- Required three (3) years of more complex reconciliations.
- Knowledge of business concepts, best practices as they relate to departmental activities.
- Proven technical expertise working with multiple software applications to generate, format and import data from various sources.
- Proven technical expertise to generate, format and import data from various sources.
- Thorough knowledge of general accounting principles and practices required.
- Working knowledge of computerized accounting systems including the ability to operate spreadsheets, word-processing, and database software in a Windows based environment.
- Critical thinking and analytical skills required.
- Must be consistent and accurate.
- Initiative, creativity, and attention to detail required.
- Strong problem solving and organizational skills required.
- Ability to work well under pressure and appropriately deal with stress.
- Ability to meet schedules and deadlines while working with minimal supervision.
- Ability to work independently and in a team environment.
- Ability to communicate effectively both orally and in writing with City management and departmental staff.
- Ability to establish and maintain good relations with co-workers.
- Ability to listen to and appropriately react to a supervisor's constructive criticism and incorporate said criticism to improve performance.
- Flexibility, adaptability and commitment to constant improvement and innovation.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.

Physical & Mental/Reasoning Requirements; Work Environment:

These are the physical and mental/reasoning requirements of the position as it is typically performed. Inability to meet one or more of these physical or mental/reasoning requirements will not automatically disqualify a candidate or employee from the position. Upon request for a reasonable accommodation, the City may be able to adjust or excuse one or more of these requirements, depending on the requirement, the essential function to which it relates, and the proposed accommodation.

x	seeing	x	ability to move distances within warehouses and offices
	color perception (red, green, amber)	x	lifting (specify 20 pounds)
x	hearing/listening	x	carrying (specify 20 pounds)
x	clear speech		climbing

x	touching		driving
x	dexterity x hand x finger		ability to mount and dismount forklift
	reading – basic		pushing/pulling
x	reading – complex		shift work
	math skills – basic		moving objects
x	math skills – complex		pressurized equipment
	writing – basic		extreme heat
x	writing – complex		extreme cold
x	analysis/comprehension		high places
x	judgment/decision making		noise
x	clerical		fumes/odors
x	inside		dirt/dust
	outside		hazardous materials
x	works alone		electrical equipment
x	works with others		mechanical equipment
x	face-to-face contact		
x	verbal contact w/others		

Supervision:

Directly Supervises: __0__

Indirectly Supervises: __0__

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 February 2016. Revised January 2019. Revised December 2021, Revised January 2023 with Remote Work Rating.

This position description is provided to AFSCME for information only. The City has no obligation to negotiate with AFSCME regarding changes in position descriptions. The City's provision of revised position descriptions is in no way an admission of any obligation to negotiate or voluntary commitment to negotiate changes in position descriptions.

BCA

To: Board of Finance
City Council

From: Doreen Kraft, BCA Director
Kerin Durfee, Director of Human Resources
Orieta Glozheni, Human Resources Manager

Date: December 18, 2023

Subject: Reclassification of Two BCA Positions

Executive Summary

We propose reclassifying a position in the Burlington City Arts (BCA) Event and Festival Division as summarized below:

- Reclassification of the Assistant Director position, a Regular, Full-Time, Exempt, Grade 19 (step 15 incumbent) position, to a Regular Full-Time, Exempt Grade 22 (step 4 incumbent) position.
- Reclassification of the Festival and Event Director position, a Regular, Full-Time, Exempt Grade 18 (step 7 incumbent) position to a Regular, Full-Time, Exempt Grade 20 (step 1 incumbent) position.

No additional positions are being added as a result of this request. The increased responsibilities and skill sets for both positions addressed in this memo resulted in changes to the position descriptions that were determined to be significant, and the HR Department went through the process to regrade the new position descriptions using the Willis Classification Guide, resulting in a pay grade increase.

Background

Reclassification of the Assistant Director

This reclassification will address equity of similar positions classified across the city and compensate for the increased responsibilities added to the job description since the BCA Assistant Director position was last reclassified in May of 2008. At that time, the organization's annual budget was just over \$900,000 and a staff of 7 RFT positions. The level of responsibility for personnel, budget management, fundraising and grant management has more than tripled since then. Today, BCA's annual budget is just over \$3 million, with a staff of 20 RFT positions; of those, 4 report directly to the Assistant Director and 4 report indirectly. Additionally, the BCA Assistant Director position is the only Assistant Director position in the City that is currently graded below a 21.

Reclassification of the Festival and Event Director

The BCA Events division has grown exponentially since the position was last reclassified from Event Planner to a Director in 2019, as Highlight was piloted as a new BCA produced event. Since then, Events and Festivals in Burlington have grown in their number, professionalism and complexity, and have accelerated rapidly in the wake of the pandemic. Outdoor parks have become spaces for the public to gather safely and build a sense of community; events have played a major role in supporting economic recovery in our business districts throughout the year; new festivals and activities that underscore the City's commitment to racial justice and belonging have been added; community desire to activate public spaces with performances and presentations is increasing as City infrastructure has improved (City Hall Park, Contois Auditorium, Moran Frame). City Hall Park programming alone adds 120 performances to the downtown from May through September and the BTV Market went from a single weekend event in Contois to 5 consecutive weekends in the park during the critical holiday season. The Festival and Event Director position partners with event producing and public safety departments across the city to ensure that arts and non-arts events are safely produced for public attendance.

Financial Impact

	Current Grade/Step	FY24 Current Annual Salary	Proposed Grade/Step	FY24 Proposed Annual Salary	FY24 Impact, July 1, 2023
Festival and Event Director	18-7	75,685	20-1	79,737	4,052
Assistant Director	19-15	87,670	22-4	93,115	5,445
Net					9,497

Both positions are included in the FY23 as regular, full-time positions. Due to the number of months it has taken to address the changes in job descriptions and the fact that both positions are currently occupied by individuals fulfilling the duties outlined in the updated job descriptions, this request is to approve the grades retroactive to July 1, 2023. The net change will be funded by savings in our regular salary line from 3 month vacancy in one of our positions. In future fiscal years, BCA will budget for the annual cost of the position.

Motions

Board of Finance Motion:

To recommend that City Council approve the:

- Reclassification of the Assistant Director position, a Regular, Full-Time, Exempt, Grade 19, position to a Regular, Full-Time, Exempt, Grade 22 position in Burlington City Arts retroactive to July 1, 2023, and to further authorize retro pay in an amount to not exceed \$1,929.97; and,

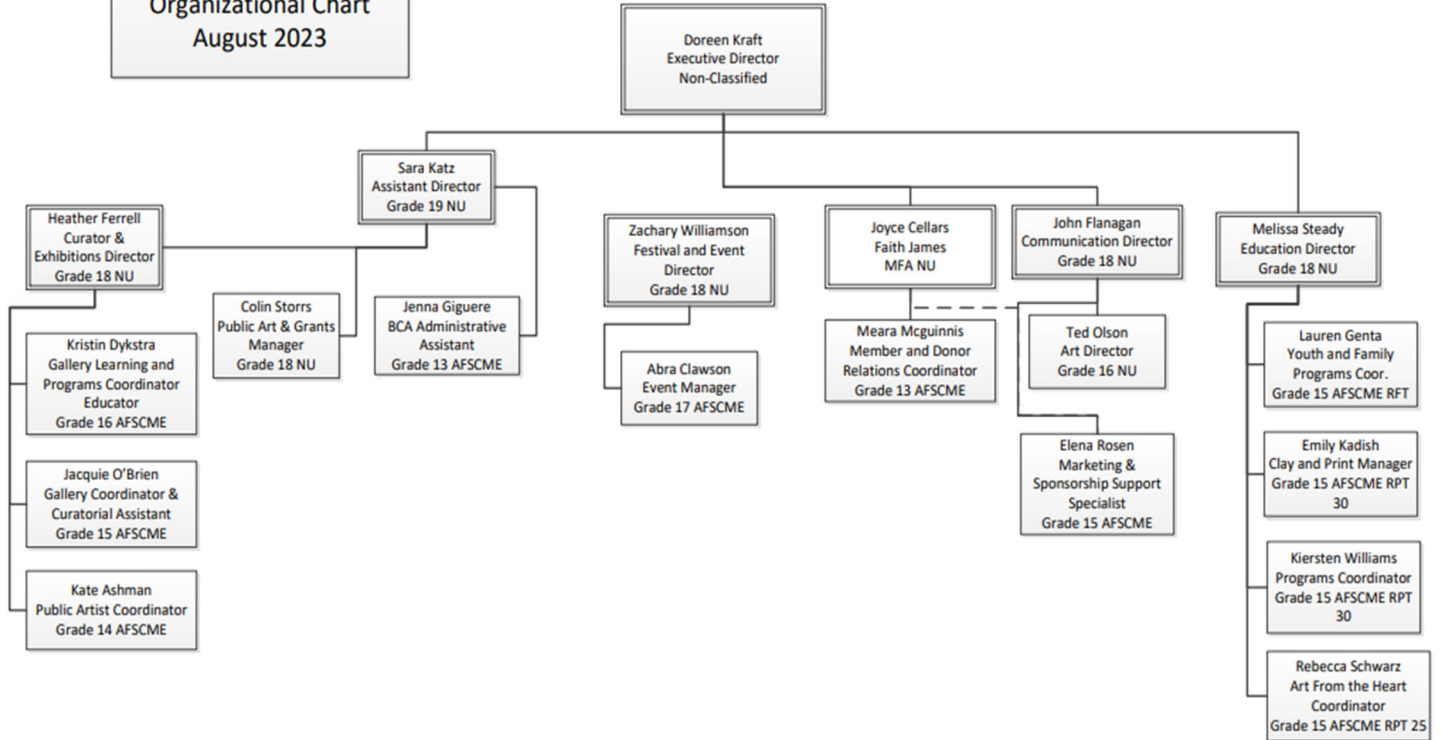
- Reclassification of the Festival and Event Director position, a Regular, Full-Time, Exempt, Grade 18 position to a Regular, Full-Time, Exempt, Grade 20 position in Burlington City Arts retroactive to July 1, 2023, and to further authorize retro pay in an amount not to exceed \$1,792.25.

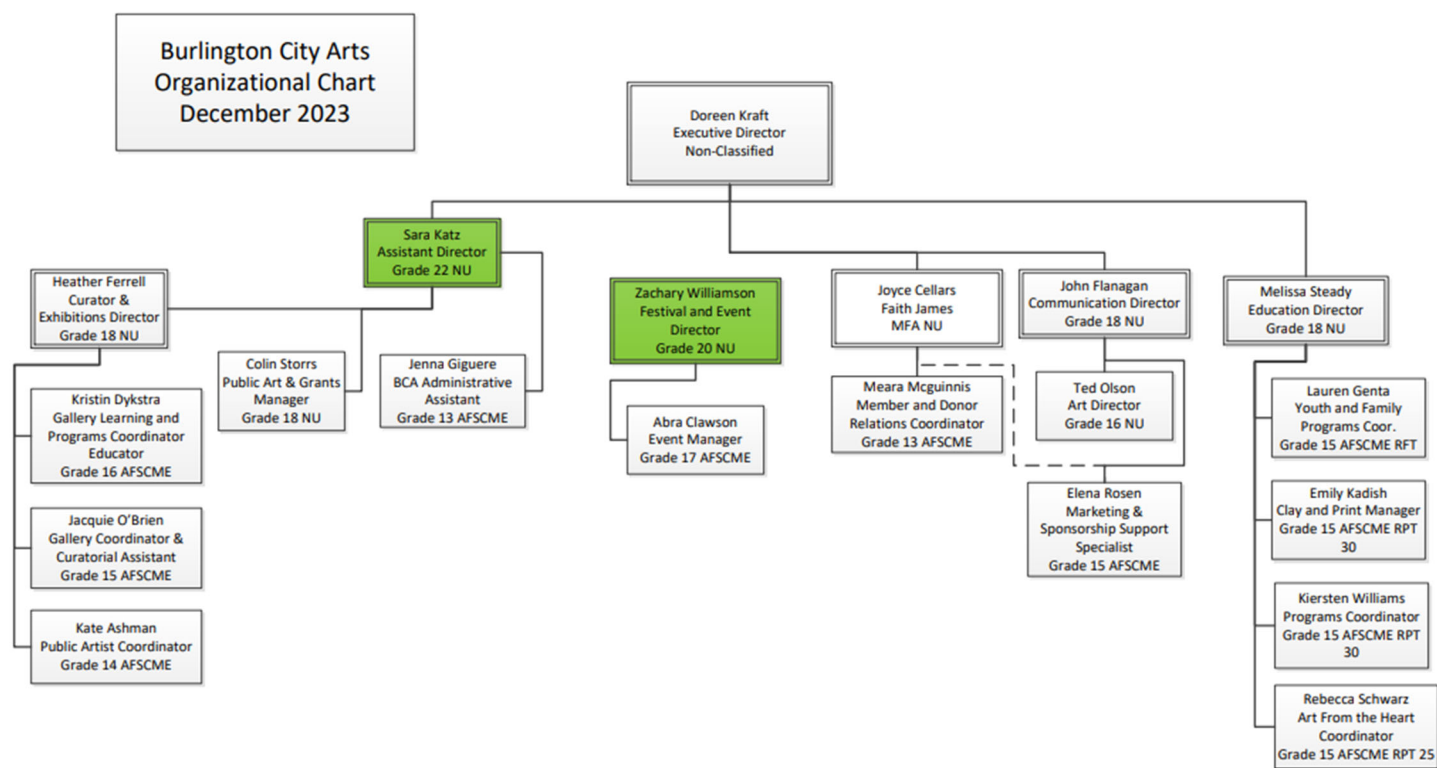
City Council Motion:

To approve the:

- Reclassification of the Assistant Director position, a Regular, Full-Time, Exempt, Grade 19, position to a Regular, Full-Time, Exempt, Grade 22 position in Burlington City Arts retroactive to July 1, 2023, and to further authorize retro pay in an amount to not exceed \$1,929.97; and,
- Reclassification of the Festival and Event Director position, a Regular, Full-Time, Exempt, Grade 18 position to a Regular, Full-Time, Exempt, Grade 20 position in Burlington City Arts retroactive to July 1, 2023, and to further authorize retro pay in an amount to not exceed \$1,792.25.

Burlington City Arts Organizational Chart August 2023





City of Burlington

Job Description

Position Title: Festival and Event Director

Department: Burlington City Arts (BCA)

Reports to: Assistant Director

Pay Grade: TBD

Job Code: 1263

Exempt/Non-Exempt: Exempt

Union: Non-union

General Purpose: The primary function of this position is to direct BCA's Festival and Event Division, including leading the artistic programming for BCA events and Festivals and supervising and managing the production and operations of city-wide events. The BCA Festival and Events Division produces events that support local performing artists, create a positive impact to Burlington's downtown district, and broaden BCA's commitment to equity and inclusion in the arts. This position performs professional work in the development, administration and evaluation of events as well as on-the ground training and operational supervision of events.

Essential Job Functions:

Direct BCA's Festival and Event Division in all aspects of event and festival production, including programming, budgeting, staffing and operations.

- Produce two annual BCA Festivals, over 100 events in City Hall Park, outdoor markets and other events as required
- Propose annual division budget and manage finances of the division, including approval of expenditures, negotiating contracts with vendors and seeking appropriate approvals, and seeking and securing revenue opportunities
- Direct a staff of 1 RFT and recruit and train 20 annual seasonal event coordinators and interns on professional event operations, audio, video and lighting.
- Develop artistic content and hire artists for all BCA events and festivals and other city events as needed that support a diverse range of performing artists and supports the city's community and economic development efforts
- Develop programming that creates sponsor interest and maintain sponsor relationships. Participate in sponsorship meetings and present programming concepts and sponsor opportunities.
- Collaborate with BCA Communications, Development and Administration divisions to develop promotional and sponsorship collateral.
- Evaluate the effectiveness of BCA Festivals and Events against benchmarks and departmental priorities and adjust delivery of programs in response to results as necessary.

Direct and Support operational production of BCA and City-wide initiatives

- Provide technical direction, production support and staff training for all events, festivals and markets in the City in collaboration with host departments, including but not limited to electrical feeds, sound amplification, video and lighting requirements, patron and staff safety and security, hospitality and appropriate permitting.
- Follow daily weather patterns, forecasts and radar on outdoor event days and make weather decisions for safety as appropriate.

Supervise the use of BCA and City spaces and maintain BCA and City assets

- Supervise the community use of City Spaces including Contois Auditorium, City Hall Park and the BCA Center, and coordinate on long-term planning for events in the City of Burlington in collaboration with BCA and other City Departments. As needed, coordinate with the Clerk and Treasurers office, Parks and Recreation and private security firms.

- Maintain Contois Auditorium's technical equipment, including support of City meetings and City Council meetings. Manage technical system upgrades and oversee installation and training. Coordinate with outside streaming services, such as Community Access TV.
- Maintain and develop BCA's event equipment inventory, including professional audio, lighting, projection and electrical systems, as well as tents, tables, chairs, tools and other event equipment. Keep up to date inventories and plan upgrades and maintenance.
- Supervise BCA's storage space at 339 Pine Street and other locations.
- Support the management, safety, maintenance and operations of the BCA Center, in coordination with the Assistant Director, other BCA Center staff and City staff. Work with Central Facilities, the Fire Marshall's office and maintenance teams.
- Supervise the programming of the City Hall Park splash pad and Moran Frame lighting systems. Coordinate event infrastructure within City designed projects for public spaces.
- Supervise the communication with rental clients, the booking of space and develop agreements for use including fees charged, subsidized use, and BCA promotion.
- Supervise after-hours facility access. Be on-call as needed during events.

Other duties

- Participate in BCA strategic and equity planning and work with other senior staff on organizational goals.
- Develop, enhance and maintain working relationships with outside organizations, non-profits, businesses and artists inside and outside of Burlington.
- Seek professional development opportunities for BCA event staff, including safety and emergency preparedness training, as well as production training.
- Prepare and submit reports to Assistant Director and Director.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's degree and four (4) years of experience in festival and special event planning and management or related fields. Experience in not for profit or municipal event planning preferred. Additional experience may be substituted for a degree requirement on a two-for-one per year basis.
- Knowledge of current-day principles and practices of festival and event programming, production, and program administration.
- Experience with and knowledge of professional sound systems (including digital consoles, networked audio systems and Audinate's Dante protocol), lighting systems (including LED and wireless DMX), projection systems and event power (including high amperage temporary power systems). Maintain a knowledge of industry trends and technology.
- Programming experience, including local, state, national and international artist research and booking experience.
- Ability to direct and train full time, part time, temporary, intern and volunteer staff.
- Knowledge of promotion and marketing concepts.
- Ability to speak in front of large groups of people from a stage and in TV appearances.
- Experience with sponsor development and recruitment
- Highly developed organizational skills required to manage simultaneous event executions.
- Ability to recruit and coordinate vendors and volunteers.
- Ability to work independently and set own tasks.
- Ability to communicate effectively orally and in writing and knowledge of contractual writing.
- Ability to develop and adapt a schedule of events to meet the needs of a diverse population.
- Knowledge of budgetary and reconciliation procedures.
- Must be able to operate standardized office equipment.
- Ability to establish and maintain effective working relationships with City staff and the general public.
- Ability to use and master database and other systems that support administrative and programming needs
- Ability to create and interpret site plans for event purposes.

- Knowledge of municipal and state permits required for events in public spaces.
- Ability to maintain a valid driver's license.
- Ability to work in all weather conditions and in challenging environments.
- Ability to work evenings weekends and holidays.
- Ability to coordinate the planning scheduling, implementation, promotion and staging of special events concerts and festivals.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.

Physical & Mental/Reasoning Requirements; Work Environment:

These are the physical and mental/reasoning requirements of the position as it is typically performed. Inability to meet one or more of these physical or mental/reasoning requirements will not automatically disqualify a candidate or employee from the position.

☒ seeing	☐ ability to move distances within warehouses and offices
☒ color perception (red, green, amber)	☒ lifting (specify ☐ 75_ pounds)
☒ hearing/listening	☒ carrying (specify ☐ 75_ pounds)
☒ clear speech	☒ climbing
☒ touching	☒ driving
☒ dexterity __ hand __ finger	☐ ability to mount and dismount forklift
☐ reading – basic	☒ pushing/pulling
☒ reading – complex	☒ shift work
☐ math skills – basic	☒ moving objects
☒ math skills – complex	☐ pressurized equipment
☐ writing – basic	☒ extreme heat
☒ writing – complex	☒ extreme cold
☒ analysis/comprehension	☐ high places
☒ judgment/decision making	☒ noise
☒ clerical	☒ fumes/odors
☒ inside	☒ dirt/dust
☒ outside	☐ hazardous materials
☒ works alone	☒ electrical equipment
☒ works with others	☒ mechanical equipment
☒ face-to-face contact	
☒ verbal contact w/others	

Supervision:

Directly Supervises: ☐1-10__

Indirectly Supervises: ☐20+ __

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: _____

Updated April 2019; 2021; updated August 2023;

City of Burlington Job Description

Position Title: Festival and Event Director

Department: Burlington City Arts (BCA)

Reports to: Assistant Director

Pay Grade: ~~4~~TBD

Job Code: 1263

Exempt/Non-Exempt: Non-Exempt

Union: Non-union

General Purpose: The primary function of this position is to ~~lead-direct the BCA's Festival and Event Department/Division, by supervising, managing, , coordinating and programing internal and external BCA and other special events and Festivals~~including leading the artistic programming for BCA events and Festivals and supervising and managing the production and operations of city-wide events. ~~Through programming and event operations, †The BCA Festival and Events Divisionhis position will produce-s events that support local performing artists, create a positive impact to Burlington's downtown district, and broaden BCA's commitment to equity and inclusion in the arts. This position provides supervision and oversight of staffing for festivals and events.~~ This position performs professional work in the development, administration and evaluation of ~~a wide range of internal and partner special events. of events as well as on-the ground training and operational supervision of events.~~

~~The Festival and Event director will supervise the community use of city-owned spaces, and coordinate on long-term planning for events in the City of Burlington.~~

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.)~~

~~• Plan, coordinate and manage special events, festivals, concerts and related activities, including but not limited to over 100 events in City Hall Park, multiple city-wide festivals and outdoor markets.~~

~~Direct all festival aspects including marketing, design, sponsorship, sub-contractor partners, vendors, additional staff, programming, budgeting, production management and operations. Lead/Direct BCA's Festival and Event department/Division in all aspects of an events and festivals s production, including programming, budgeting, staffing and operations.~~

- ~~• Produce two annual BCA Festivals, over 100 events in City Hall Park, outdoor markets and other events as required~~

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- Propose annual division budget and manage finances of the division, including approval of expenditures, negotiating contracts with vendors and seeking appropriate approvals, and seeking and securing revenue opportunities
- Direct a staff of 1 RFT and recruit and train 20 annual seasonal event coordinators and interns on professional event operations, audio, video and lighting.
- Develop artistic content and hire artists for all BCA events and festivals and other city events as needed that support a diverse range of performing artists and supports the city's community and economic development efforts

-
- Develop programming that creates sponsor interest and maintain sponsor relationships. Participate in sponsorship meetings and present programming concepts and sponsor opportunities.

- Collaborate with BCA departments, including the Communications, Development and Administration departments/divisions to develop promotional and sponsorship collateral.

- Conceive, pProgram and evaluatesuccessful events, festivals and series' that support a diverse range of performing artists, support Burlington's downtown recovery, meet community expectations and work towards BCA's equity and diversity goals with accessibility to all.

- Develop programming that creates sponsor interest and maintain sponsor relationships. Participate in sponsorship meetings and present programming concepts and sponsor opportunities. Evaluate the effectiveness of BCA Festivals and Events against benchmarks and departmental priorities and adjust delivery of programs in response to results as necessary.

- Direct and Support operational production of BCA and City-wide initiatives
- Provide technical direction, production support and staff training for all events, festivals and markets in the City in collaboration with host departments, including but not limited to electrical feeds, sound amplification, video and lighting requirements, patron and staff safety and security, hospitality and appropriate permitting.

- Follow daily weather patterns, forecasts and radar on outdoor event days and make weather decisions for safety as appropriate.

Supervise the use of BCA and City spaces and maintain BCA and City assets

- Supervise the community use of City Spaces including Contois Auditorium, City Hall Park and the BCA Center, and coordinate on long-term planning for events in the City of

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Burlington in collaboration with BCA and other City Departments. As needed, coordinate with the Clerk and Treasurers office, Parks and Recreation and private security firms.

- Maintain Contois Auditorium's technical equipment, including support of City meetings and City Council meetings. Manage technical system upgrades and oversee installation and training. Coordinate with outside streaming services, such as Community Access TV.
- ~~• Supervise the contracting, compliance and payment and processing payment for all artists and vendors for festivals and events,~~
- ~~• , including performers, production companies, security services, catering and other staff and vendors.~~
- ~~• Supervise the community use of the BCA Center, BCA Studios, City Hall Park event spaces and City Hall's and Contois Auditorium. As needed, coordinate with the Clerk and Treasurers office, Parks and Recreation and private security firms. Schedule automatic door locks, and coordinate the use of Contois Auditorium with the Clerk-Treasurer's Office and other city departments.~~
- ~~• Develop and propose sustainable annual budgets, maintain financial records, including revenues and fees generated by events, event operational costs, budget projections and analysis. Approve all expenses. Coordinate box offices and ticket sales when applicable.~~
- ~~• Train a team of temporary staff and interns in professional event operations, audio, video and lighting work. Supervise all hiring and training.~~
- ~~• Lead the collection and analysis of data from events, in terms of diversity and inclusion, performance genre, local and non-local artists, attendance, patron feedback, social media feedback and artist fee equity.~~
- ~~• Participate in BCA strategic and equity planning and work with other senior staff on BCA organizational goals.~~
- Maintain and develop BCA's event equipment inventory, including professional audio, lighting, projection and electrical systems, as well as tents, tables, chairs, tools and other event equipment. Keep up to date inventories and plan upgrades and maintenance.
- Supervise BCA's storage space at 339 Pine Street and other locations.
- Support the management, safety, maintenance and operations of the BCA Center, in coordination with the Assistant Director, other BCA Center staff and City staff. Work with Central Facilities, the Fire Marshall's office and maintenance teams.

- ~~• Supervise BCA's storage space at 339 Pine Street and other locations.~~

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- ~~Support the management, and safety, of maintenance and operations of the BCA Center, in coordination with the Assistant Director, other BCA Center staff and City staff. Work with Central Facilities, the Fire Marshall's office and maintenance teams.~~
- ~~Directly Negotiate and monitor contracts for service providers. Work with city staff, BCA staff, and vendors to set up and maintain event facilities for all events.~~
- ~~Supervise an Assistant Event Manager and coordinate with applicable Parks, Recreation and Waterfront Department staff, other city staff.~~
- Supervise the programming of the City Hall Park splash pad and Moran Frame lighting systems. Coordinate event infrastructure on within new City designed projects for public spaces, including Moran Frame's next phases and the Great Streets initiative.
- Supervise the communication with rental clients, the booking of space and develop agreements for use including fees charged, subsidized use, and BCA promotion.
- ~~Negotiate and monitor contracts for service providers. Work with city staff, BCA staff, and vendors to set up and maintain event facilities for all events.~~
- ~~Hire and supervise a staff of temporary event coordinators and seasonal interns.~~
- ~~Hire, train and supervise additional festival specific contractor staff.~~
- Supervise after-hours facility access. Be on-call as needed during events.

Other duties

- ~~Follow daily weather patterns, forecasts and radar on outdoor event days and make weather decisions for safety as appropriate. Participate in BCA strategic and equity planning and work with other senior staff on organizational goals.~~
- Develop ~~and~~ enhance and maintain a working relationships with outside organizations, non-profits, ~~and~~ businesses and artists inside and outside of Burlington.
- ~~Maintain event equipment and make recommendations for new equipment and upgrades.~~
- Install/facilitate audio, visual and other equipment for meetings and performance events. Seek professional development opportunities for BCA event staff, including safety and emergency preparedness training, as well as production training.
- Prepare and submit reports to Assistant Director and Director.
-

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's degree and ~~two~~ four (4) years of experience in festival and special event planning and management or related fields. Experience in not for profit or municipal event planning preferred. Additional experience may be substituted for a degree requirement on a two-for-one per year basis.

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City of Burlington Job Description

Position Title: Assistant Director

Department: Burlington City Arts

Reports to: Director of City Arts

Pay Grade: -

Job Code: 1052

Exempt/Non-Exempt: Exempt

Union: Non-Union

General Purpose:

This position is responsible for administrative oversight, management of daily operations and planning for Burlington City Arts.

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.)

- Responsible for ensuring effective departmental operating systems are in place for conducting daily business, including maintaining comprehensive constituent profiles for fundraising purposes, connecting constituents to transactional BCA programs and services, and reconciling revenues with the C/T office
- Collaborates with the Executive Director to develop staff meeting and retreat agendas, define and maintain office structure and implement office rules and policies
- Supports the Executive Director in preparing communications for City leadership information and approval, including the Mayor, Board of Finance and City Council
- Responsible for developing and managing annual department budget and establishing annual revenue goals in partnership with BCA Development Director and senior leadership team
- Tracks and reports on organization’s annual financial position and revenue and expense projections regularly to Executive Director, C/T office, and BCA Board of Advisors
- Approves spending for the department and implements budget amendments for staff as needed to achieve programmatic goals within budget constraints
- Responsible for research, writing, and securing grant funds and related reporting in collaboration with BCA Development Director
- Responsible for ensuring BCA grant portals and profiles are up to date, maintaining knowledge of grant opportunities and managing relationships with grant funders
- Approves leave and timesheets for senior leadership team and other staff as needed

- Acts for the Executive Director in his /her absence
- Supports the Executive Director in developing organization wide vision, strategic direction, and processes for updating goals and responding to evolving environment
- Develops and implements action plans in collaboration with Senior leadership team to meet organization goals
- Leads policy development and refinement in partnership with senior leadership team
- Leads evaluation and survey design for data collection on departmental impact in collaboration with Communications and Development teams
- Tracks and analyzes impact data points against strategic goals and formulates priorities to guide resource allocation and development in relationship to long and short term strategic goals
- Oversees the development of individual performance standards for direct reports, including Event Director, Exhibition Director, Public Art Manager, Administrative Assistant and respective teams, and monitors progress against performance targets
- Leads collaborations with other city departments as needed and directs BCA resources in the planning and execution of city-wide initiatives
- Manages the finances, business and programs of the BCA Foundation per MOU between the City and the BCA Foundation, including proposing an annual budget for the BCA Foundation, periodic reporting against budget and financial position to the board of directors, writing and reporting for federal, state, municipal and private grant sources, accounts payable, oversight of contract services, and executing grant agreements related to BCA Foundation's Artist grants and awards.
- Oversees hiring and departmental orientation of new staff in partnership with Senior leadership team
- Produces, writes, edits and approves text for BCA programs and publications
- Manages and cultivates donor and community relationships, makes solicitations as assigned, and represents BCA in civic and public settings
- Manages and oversees Burlington City Arts programs and services as required

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's degree in public administration, non-profit management, business or related field and 5 years of executive or administrative experience in a non-profit or municipal setting required, or 10 years of executive or administrative experience in a non-profit or municipal setting may be substituted.
- Ability to operate in a Windows based environment with knowledge of word processing and spreadsheet software required.
- Two years of demonstrated supervisory experience required.
- Demonstrated knowledge of budget preparation and accounting methods required.
- Grant management experience required, including familiarity with Federal and State requirements

- Fundraising experience preferred.
- Extensive knowledge of the arts and cultural activities preferred.
- Experience in strategic planning and project management preferred.
- Three years of experience performing reporting, evaluating, and/or monitoring functions within a non-profit and/or municipal organization required
- Strong communication skills, both oral and written with a demonstrated ability in public speaking required.
- Ability to analyze data and develop appropriate associated narratives required.
- Ability to work effectively with a wide variety of constituents, including artists, clients, general public and vendors.
- Ability to work as a member of a team.
- Ability to work evenings, weekends and holidays as required.
- Ability to obtain and maintain a valid Vermont driver's license required.
- Ability to multi-task and work in a fast paced, pressurized environment.
- Strong interpersonal skills required.
- Ability to professionally represent Burlington City Arts and the City of Burlington.
- 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.

ADDITIONAL INFORMATION:

- Promoting a culture that reveres diversity and equity
- The City of Burlington is proud to be an equal opportunity employer, and we are strongly committed to creating a dynamic and equitable work-force that mirrors the population and world that we serve. We do not discriminate on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, crime victim status, veteran status, disability, HIV positive status, or genetic information in employment or the provision of services.

Physical & Mental/Reasoning Requirements; Work Environment:

These are the physical and mental/reasoning requirements of the position as it is typically performed. Inability to meet one or more of these physical or mental/reasoning requirements will not automatically disqualify a candidate or employee from the position.

☒ seeing	☐ ability to move distances	☐ lifting (specify)
☒ color perception	within and between	☐ pounds
(red, green, amber)	warehouses/offices	☐ carrying (specify)
☒ hearing/listening	☐ climbing	☐ pounds
☒ clear speech	☐ ability to mount and	☐ driving (local/over
☒ touching	dismount forklift/truck	the road)
☒ dexterity	☐ pushing/pulling	
☒ hand		
☒ finger		
☐ reading - basic	☐ math skills - basic	☒ analysis/comprehension
☒ reading - complex	☒ math skills - complex	☒ judgment/decision

☐ writing - basic	☒ clerical	making
☒ writing - complex		
☐ shift work	☐ outside	☐ pressurized equipment
☒ works alone	☐ extreme heat	☐ moving objects
☒ works with others	☐ extreme cold	☐ high places
☒ verbal contact w/others	☐ noise	☐ fumes/odors
☒ face-to-face contact	☐ mechanical equipment	☐ hazardous materials
☒ inside	☐ electrical equipment	☐ dirt/dust

Supervision:

Directly Supervises: 4

Indirectly Supervises: 4

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 January 2005; Finance Board approval 2/7/05

Revised April 2008

Revised July 2023

City of Burlington Job Description

Position Title: Assistant Director

Department: Burlington City Arts

Reports to: Director of City Arts

Pay Grade: ~~19~~₂

Job Code: 1052

Exempt/Non-Exempt: Exempt

Union: Non-Union

General Purpose:

This position is responsible for administrative oversight, ~~and~~ management of daily operations and planning for Burlington City Arts.

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.)

- ~~Responsible for development activities of Burlington City Arts, including writing and researching grants~~Responsible for ensuring effective departmental operating systems are in place for conducting daily business, including maintaining comprehensive constituent profiles for fundraising purposes, connecting constituents to transactional BCA programs and services, and reconciling revenues with the C/T office
- Collaborates with the Executive Director to develop staff meeting and retreat agendas, define and maintain office structure and implement office rules and policies
- Supports the Executive Director in preparing communications for City leadership information and approval, including the Mayor, Board of Finance and City Council
- ~~, making direct solicitations and managing development solicitations for Executive Director~~
- Responsible for developing and managing annual department budget and establishing annual revenue goals in partnership with BCA Development Director and senior leadership team
- Tracks and reports on organization’s annual financial position and revenue and expense projections regularly to Executive Director, C/T office, and BCA Board of Advisors
- Approves spending for the department and implements budget amendments for staff as needed to achieve programmatic goals within budget constraints
- Responsible for research, writing, and securing grant funds and related reporting in collaboration with BCA Development Director
- Responsible for ensuring BCA grant portals and profiles are up to date, maintaining knowledge of grant opportunities and managing relationships with grant funders

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- Approves leave and timesheets for senior leadership team and other staff as needed
- Responsible for design and management of development plan in conjunction with Executive Director and Development Director.
- Acts for the Executive Director in his /her absence and in this role report to the board on all matters of strategic and operational development of organization.
- Supports the Executive Director in developing organization wide develop vision, strategic direction, and processes for updating goals and responding to evolving environment
- Develops and implements action plans in collaboration with Senior leadership team to meet organization goals
- Leads policy development and refinement in partnership with senior leadership team
- Leads evaluation and survey design for data collection on departmental impact in collaboration with Communications and Development teams
- and operational management for Burlington City Arts. Tracks and analyzes impact data points against strategic goals and formulates priorities to guide resource allocation and development in relationship to long and short term strategic goals
- Oversees the development of individual performance standards for Recommends annual budget to Executive Director, tracks and reports on budget items monthly to Executive Director and bi-monthly to Board of Directors
- Directly manages development, administrative and exhibitions staff. Takes day to day responsibility for management of all staff and operations, including physical plant and personnel needs.
- Works with direct reports, including Event Director, Exhibition Director, Public Art Manager, Administrative Assistant and respective teams, and monitors progress against performance targets
- employees to develop challenging and agreed performance standards and report on progress against performance targets and strategic plan. Leads collaborations with other city departments as needed and directs BCA resources in the planning and execution of city-wide initiatives
- Manages the finances, business and programs of the BCA Foundation per MOU between the City and the BCA Foundation, including proposing an annual budget for the BCA Foundation, periodic reporting against budget and financial position to the board of directors, writing and reporting for federal, state, municipal and private grant sources, accounts payable, oversight of contract services, and executing grant agreements related to BCA Foundation's Artist grants and awards.
- Provide administrative oversight, including the Oversees hiring, aeducation and departmental orientation of new staff in partnership with Senior leadership team; management of daily operations, etc., design and implementation, new initiatives, research, feasibility and coordinating staff participation, etc.
- Manage and oversee Burlington City Arts programs and services.
- Coordinate Art in Public places program, including but not limited to, organizing panel of community members for each project, act as liaison with businesses, artists, and professional services, writing RFP's, oversees final contracts with artists, etc.

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- Produces, writes, ~~and edits and approves~~ text ~~as it relates to for~~ -BCA programs and publications
- Manages and cultivates civic donor and community relationships/functions, makes solicitations as assigned, and represents BCA in civic and public settings
- Manages and oversees Burlington City Arts programs and services as required

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's degree in public administration, non-profit management, business or related field and ~~and~~ 3-5 years of progressively responsible executive or administrative experience in a non-profit or municipal setting required, or 10 years of executive or administrative experience in a non-profit or municipal setting may be substituted.
- Ability to operate in a Windows based environment with knowledge of word processing and spreadsheet software required.
- ~~At least one year of~~ Two years of demonstrated supervisory experience required.
- Demonstrated knowledge of budget preparation and accounting methods required.
- Grant management experience required, including familiarity with Federal and State requirements
- Development Fundraising experience preferred.
- Extensive knowledge of the arts and cultural activities ~~desired, preferred, preferably in the greater Burlington area.~~
- ~~Grant writing experience preferred.~~ Experience in strategic planning and project management preferred.
- Three years of experience performing reporting, evaluating, and/or monitoring functions within a non-profit and/or municipal organization required
- Strong communication skills, both oral and written with a demonstrated ability in public speaking required.
- Ability to analyze data and develop appropriate associated narratives required.
- Ability to work effectively with a wide variety of constituents, including artists, clients, general public and vendors.
- Ability to work as a member of a team.
- Ability to work evenings, weekends and holidays as required.
- Ability to obtain and maintain a valid Vermont driver's license required.
- Ability to multi-task and work in a fast paced, pressurized environment.
- Strong interpersonal skills required.
- Ability to professionally represent Burlington City Arts and the City of Burlington.
- 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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ADDITIONAL INFORMATION:

- Promoting a culture that reveres diversity and equity
- The City of Burlington is proud to be an equal opportunity employer, and we are strongly committed to creating a dynamic and equitable work-force that mirrors the population and world that we serve. We do not discriminate on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, crime victim status, veteran status, disability, HIV positive status, or genetic information in employment or the provision of services.

-
- ~~Ability to work effectively with a wide variety of clients, public and vendors.~~
- ~~Ability to work as a member of a team.~~
- ~~Ability to work evenings, weekends and holidays as required.~~
- ~~Ability to obtain and maintain a valid Vermont driver's license required.~~
- ~~Ability to multi-task and work in a fast paced, pressurized environment.~~
- ~~Strong interpersonal skills required.~~
- ~~Strong communication skills, both verbal and written, required.~~
- ~~Ability to professionally represent City Arts and the City of Burlington.~~

Physical & Mental/Reasoning Requirements; Work Environment:

These are the physical and mental/reasoning requirements of the position as it is typically performed. Inability to meet one or more of these physical or mental/reasoning requirements will not automatically disqualify a candidate or employee from the position.

- | | | |
|---|---|--|
| ☒ seeing | ☐ ability to move distances | ☐ lifting (specify) |
| ☒ color perception | ☐ within and between | ☐ pounds |
| ☐ (red, green, amber) | ☐ warehouses/offices | ☐ carrying (specify) |
| ☒ hearing/listening | ☐ climbing | ☐ pounds |
| ☒ clear speech | ☐ ability to mount and | ☐ driving (local/over |
| ☒ touching | ☐ dismount forklift/truck | ☐ the road) |
| ☒ dexterity | ☐ pushing/pulling | |
| ☒ hand | | |
| ☒ finger | | |
| ☐ reading - basic | ☐ math skills - basic | ☒ analysis/comprehension |
| ☒ reading - complex | ☒ math skills - complex | ☒ judgment/decision |
| ☐ writing - basic | ☒ clerical | ☐ making |
| ☒ writing - complex | | |
| ☐ shift work | ☐ outside | ☐ pressurized equipment |
| ☒ works alone | ☐ extreme heat | ☐ moving objects |
| ☒ works with others | ☐ extreme cold | ☐ high places |
| ☒ verbal contact w/others | ☐ noise | ☐ fumes/odors |
| ☒ face-to-face contact | ☐ mechanical equipment | ☐ hazardous materials |
| ☒ inside | ☐ electrical equipment | ☐ dirt/dust |

Supervision:

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Assistant Director - BCA

Page 5 of 5

Directly Supervises: 4 Indirectly Supervises: 4

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 January 2005; Finance Board approval 2/7/05

Revised April 2008

Revised July 2023

Board of Finance and City Council Submission Checklist

Department: Burlington City Arts

Submitter: Doreen Kraft

Approval of the reclassification of two BCA positions

	Approval:	Meeting Date:
	Board of Finance	
	City Council	
☒	Concurrent	12/18/2023

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	12/11/2023	Doreen Kraft
Mayor's Office informed and approved memo	Yes	12/11/2023	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		
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	12/12/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	12/12/2023	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Yes	12/12/2023	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	Yes	Job Descriptions
Draft Resolution or Motion?	Choose an item.	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Choose an item.	Click or tap here to enter text.



To: Board of Finance
City Council

From: Megan Moir, Division Director - Water Resources

Cc: Chapin Spencer, DPW Director
Kerin Durfee, Director of Human Resources
Tony Berry, Human Resources Manager

Date: December 18, 2023

Subject: 1. Creation of Water Resources Utility Inspector position
2. Creation of Stormwater Field Specialist position

EXECUTIVE SUMMARY

The Water Resources Division (WRD) of the Department of Public Works (DPW) requests Board of Finance and City Council approval for:

1. Creation of a Water Resources Utility Inspector, Regular, Full-time, Non-Exempt, AFSCME, Grade 19, role in the Department of Public Works.
2. Creation of a Stormwater Field Specialist, Regular, Full-time, Non-Exempt, AFSCME, Grade 18, role in the Department of Public Works.

Additional details are provided below in the background.

Funds for the creation of these positions were included as part of the approved FY24 budget.

BACKGROUND

Addition of these positions to the Water Resources Operations and Engineering workgroup was one of the recommendations of the Raftelis Staffing Recommendation Study completed in May 2023 (see <https://bit.ly/2023WRStaffing>) and presented to the City Council as part of the FY24 Budget Approval process (<https://bit.ly/WRFY24BudgetPres>).

Notably, both of these positions will also increase Water Resources capacity for obtaining delegated authority from the State for water, wastewater and stormwater permitting, with the intention of eventually eliminating the need for developers to obtain both State and local review for their projects.

AFSCME reviewed and approved both of these position descriptions.

Creation of Water Resources Utility Inspector position

The Raftelis staffing report identified the need for a position which would be responsible for the protection of the Water Resources utility's infrastructure from developers and other construction activities. This includes reviewing plans and coordinating construction activities that may affect Water Resources infrastructure as well as inspecting any infrastructure, particularly water service lines, that may tie into the utility's system. Its closest

corollary is the City Right of Way Inspector which ensures the protection of the City's pavement system from similar development or construction activities.

In addition to ensuring that all installations of water resources infrastructure are compliant with City and technical standards (key to public health in the world of drinking water), this position will also play a key field based role in continuing to update and maintain the Water Resources GIS mapping data. Up until the 1980s the Water Resources utilities had a position dedicated to maintaining and updating system maps but this important function was not maintained during the years of austerity that followed. This critical system inventory function was only re-established in 2016, and updating the maps and other data (size, material etc.) after decades of lack of record keeping continues to be a significant challenge.

The grading committee determined that, based on Willis classification scoring, the grade of the position should be AFSCME, Grade 19.

Creation of Stormwater Field Specialist position

As noted in the Raftelis staffing report, among many other reasons, this position is needed to address regulatory needs including compliance of private projects with the Burlington Chapter 26 Erosion Prevention and Stormwater Management ordinance, compliance with State illicit discharge detection and elimination requirements, and perhaps most significantly, to oversee and ensure the proper operation and maintenance of the City's growing number of public and private green infrastructure stormwater installations.

The grading committee determined that, based on Willis classification scoring, the grade of the position should be AFSCME, Grade 18.

Please see the proposed organizational chart for these proposed changes.

Additional Raftelis Staffing Report positions

The Raftelis staffing report also identified two additional positions, the creation of an additional Wastewater Operator position to address labor-yield challenges within the Main Wastewater Treatment Plant workgroup and the creation of a Water Resources Project Manager position to add additional project delivery capacity to the Water Resources Technical Team. These were also included in the FY24 approved Wastewater and Water budgets and WRD anticipates bringing these forward for approval in the early part of 2024.

BUDGET IMPACT

The City's Human Resources Department has reviewed the position descriptions, and determined the recommended pay scale for these positions as:

Position	Grade	Salary Impact
Water Resources Utility Inspector	AFSCME, Grade 19	\$73,809 – 82,342 ¹
Stormwater Field Specialist	AFSCME, Grade 18	\$68,136 – 75,989

Notes

1) Unless otherwise noted, salary shown is Step 1-7 within the grade.

Funds for the creation of these positions (including benefits) were included as part of the approved FY24 Water and Stormwater budgets. (<https://bit.ly/WRFY24BudgetPres>)

Motions

Board of Finance Motion:

To recommend that City Council approve the:

1. Creation of Water Resources Utility Inspector, Regular, Full-time, Non-Exempt, AFSCME, Grade 19, role in the Department of Public Works.
2. Creation of Stormwater Field Specialist, Regular, Full-time, Non-Exempt, AFSCME, Grade 18, role in the Department of Public Works.

City Council Motion:

To approve the:

1. Creation of Water Resources Utility Inspector, Regular, Full-time, Non-Exempt, AFSCME, Grade 19, role in the Department of Public Works.
2. Creation of Stormwater Field Specialist, Regular, Full-time, Non-Exempt, AFSCME, Grade 18, role in the Department of Public Works.

Attachments:

- A. Job Descriptions
- B. Organizational Chart

Water Resources Utility Inspector
Page 1 of 4

City of Burlington Job Description

Position Title: Water Resources Utility Inspector

Department: Department of Public Works

Reports to: Water Resources Engineering Manager

Pay Grade: 19

Job Code: Pending assignment

Exempt/Non-Exempt: Non-Exempt Due to BU Status

Union: AFSCME

General Purpose: This position is responsible for 1) ensuring that all construction involving connections to the City Water, Wastewater and Stormwater systems are compliant with the rules and requirements established within Chapter 26 Wastewater, Stormwater, and Pollution Control and Chapter 31 Water of the Burlington Code of Ordinances and applicable State and Federal regulations and engineering standards necessary for the protection of public health 2) for protecting existing Water, Wastewater and Stormwater infrastructure in the Right of Way (ROW) from encroachments by other infrastructure and are compliant with separation distances and utility crossing standards and 3) collaborating with the Water Resources GIS and Field Specialist to update and maintain the GIS based water resources infrastructure asset inventory data. Work for this position includes reviewing construction plans, inspecting construction activities and working in a GIS based environment to track changes to Water Resources infrastructure.

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.)

- Review and administer comments for projects that connect to or may encroach upon water resources infrastructure, including but not limited to:
 - Private development projects
 - Public development projects administered by other city departments
 - Projects being completed by any entity in the Right of Way (ROW)
- Performs construction inspection of public and private water, wastewater, and stormwater horizontal infrastructure work to ensure compliance with contract plans, specifications, applicable codes and technical standards, and monitors compliance with erosion prevention and sediment control plans, traffic control plans and OSHA safety requirements.
- Collaborates with the DPW Right of Way Excavation inspector to ensure that all work in the ROW is reviewed for compliance with Water Resources requirements.
- Tracks water resources related construction work in a manner to ensure internal coordination of water resources projects with regard to customer impacts, including but not limited to water service disruption and traffic impacts. Works with the DPW Right of

Way Inspector and the Public Information Manager to manage and communicate potential conflicts with external projects.

- Provide resident engineering support to water resources capital and maintenance construction projects as needed. Coordinates with externally contracted resident engineers where applicable.
- Maintains records of infrastructure projects, including necessary engineering testing and quality assurance/quality control measures (e.g. pressure, disinfection, compaction, cured in place pipe post construction review) for water resources related projects and tracks warranty periods for horizontal assets as applicable
- Enter project information into the City's database records system to issue and generate the requisite compliance steps for development projects.
- Confirms that projects in the City have obtained all relevant Water Resources review and approvals prior to commencement of construction.
- Issue notices of ordinance violation.
- Monitor backfilling operations; ensure proper material and compaction methods are used to fill utility trenches.
- Coordinate with other City Staff who have an interest in compliance with Burlington's codes and standards, including but not limited to:
 - Water Resources Asset Manager, Engineering, Distribution and Metering Staff
 - Stormwater Program Manager
 - DPW Technical Services
 - Excavation Inspector
 - Plumbing Inspector
- Coordinate with other City staff as needed regarding the process of completing project reviews in Burlington's database system.
- Participate in project review meetings that impact or have a potential to impact water resources infrastructure.
- Works with Water Resources GIS and Field Specialist to update and maintain the Water Resources asset inventory; ensures changes to or creation of new water resources assets are captured via as-builts or GPS data collection as appropriate for the project; documents work as appropriate in the City's Computerized Maintenance Management System (CMMS).
- Develop and maintain instructional materials for the public regarding the City's water resources project review process.
- Annual review of City Ordinances under Chapter 26 and 31, and other relevant or related chapters; prepare written proposals for City Council consideration.
- Coordinate work flows across various city departments as needed.
- Provide management and technical oversight to seasonal staff within workgroup.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Associates Degree in Engineering or construction management required; a Bachelor's Degree in a closely related field may be considered. Additional qualified and related

experience may be substituted for a degree requirement on a two-for-one year basis.

- Minimum three (3) years of experience in underground construction, engineering, surveying, permitting or similar field required. Minimum experience may not be counted toward degree requirement substitution.
- Possession of a Class D Water License preferred; ability to obtain a Class D license required.
- Strong experience with Outlook, PDF programs, and web-based interfaces and ability to use other Microsoft (word, excel) and ArcGIS products required.
- Coursework or experience with ArcGIS products preferred.
- Experience with contracts and agreements preferred.
- Experience with cured in place pipe (CIPP) projects preferred.
- Experience with permitting and regulatory compliance preferred.
- Ability to work independently, efficiently, effectively, to properly document and make use of the City's database systems to properly record and cross-reference project information.
- Demonstrated knowledge of a solid understanding of proper construction techniques and practices applied within the civil engineering discipline.
- Demonstrated good judgment in interpreting and applying the specified rules and standards.
- Ability to interact with the public in a way that commands respect
- Demonstrated sound organizational skills to properly document work activities.
- Demonstrated knowledge of civil engineering techniques and mathematics.
- Ability to read blueprints and drafting specifications.
- Ability to establish and maintain effective communications and working relationships with contractors, utilities representatives, City staff and general public.
- Ability to communicate professionally and diplomatically with contractors, the public and City staff regarding the various projects under development and construction.
- Demonstrated organizational skills required to maintain up-to-date overviews of work in progress and to ensure the implantation of program details.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.

Physical & Mental/Reasoning Requirements; Work Environment:

These are the physical and mental/reasoning requirements of the position as it is typically performed. Inability to meet one or more of these physical or mental/reasoning requirements will not automatically disqualify a candidate or employee from the position.

x	seeing	x	ability to move distances within warehouses and offices
x	color perception (red, green, amber)	x	lifting (specify 60 pounds)
x	hearing/listening	x	carrying (specify 60 pounds)
x	clear speech	x	climbing
x	touching	x	driving
x	dexterity x hand x finger		
	reading – basic	x	pushing/pulling
x	reading – complex		shift work
	math skills – basic		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	x	fumes/odors
x	inside	x	dirt/dust
x	outside	x	hazardous materials
x	works alone	x	electrical equipment
x	works with others		mechanical equipment
x	face-to-face contact		
x	verbal contact w/others		

Supervision:

Directly Supervises: _0

Indirectly Supervises: __0__

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: _____

City of Burlington Job Description

Position Title: Stormwater Field Specialist

Department: Department of Public Works

Reports to: Stormwater Program Manager

Pay Grade: 18

Job Code: TBD

Exempt/Non-Exempt: Non-Exempt due to BU status

Union: AFSCME

General Purpose: This position is responsible for providing field-based support to the City's Stormwater Program including: inspection and maintenance of stormwater and wet-weather related assets, leading the Illicit Discharge Detection and Elimination program and assisting with compliance and enforcement of City stormwater related ordinances. Works closely with the Stormwater Program Manager, the Water Resources Infrastructure Asset Manager, and the Water Resources GIS & Field Specialist to support Stormwater Program technical needs.

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 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.)

- Conducts compliance and enforcement activities related to the Chapter 26 City Ordinance under the supervision of the Stormwater Program Manager, including but not limited to:
 - Review of erosion prevention and sediment control (EPSC) and post-construction stormwater management plans
 - Pre-storm, storm, and post-storm EPSC inspections and compliance tracking
 - Inspections and compliance tracking of post-construction stormwater management practices
- Assists with the day to day GIS based asset management framework for stormwater infrastructure in consultation with the Infrastructure Asset Manager and the Water Resources GIS & Field Specialist. This includes, but is not limited to,
 - Mapping of new features, inventory and attribute updates to existing features
 - Inspection and condition assessment of Stormwater/wet weather assets (e.g. stormwater treatment systems, pipes, manholes, catch basins, outfalls, etc.)
 - Impervious surface database maintenance
 - Creating maps and other visual tools
- Implements the on-going sewer assessment program for separate storm sewer pipe and responds on an as needed basis to filming needs related to combined sewer overflow/surcharge events, under the guidance of the Infrastructure Asset Manager.
 - Coordinate pre-cleaning (as needed) with internal/external forces
 - Plan and conduct CCTV videoing, review videos and scores pipe condition using risk-based assessment methods (Pipeline Assessment Certification Program)

(PACP) or equivalent) or works with internal or external forces or to do the same.

- Coordinates maintenance of stormwater and wet-weather infrastructure with internal and external forces and ensures documentation of activities using workorders in the City's Computerized Maintenance Management System (CMMS)
- Lead the Illicit Discharge Detection and Elimination (IDDE) effort under the direction of the Stormwater Program Manager
 - Develop a framework for the identification and elimination of potential illicit non-stormwater discharges to surface waterbodies.
 - Expand and improve upon investigative methods for discovering illicit connections.
 - With the assistance of the Stormwater Program Manager create a Standard Operating Procedure for the City to continue the IDDE program into the future.
 - Oversees contractors performing IDDE services
- Support Stormwater Program Manager and the Water Resources Policy and Program Advisor in the implementation of non-structural stormwater management programs such as Adopt-a-Drain, downspout disconnection and residential stormwater management including the Residential Stormwater Incentive BlueBTV effort.
- Provide initial reconnaissance response to customer service requests related to stormwater management, drainage issues or other water resources related issues; manage requests from the asset management platform as appropriate and coordinates with appropriate water resource personnel.
- Conducts other field work related to stormwater/wet-weather projects and programs, including but not limited to:
 - Site data collection, such as surveying and soil borings
 - Water quality sampling of surface water and wastewater
 - Documentation of combined sewer manhole surcharge conditions
- Maintains performance metrics related to the position's job functions.
- Develop public outreach material in collaboration with the Water Policy and Programs Advisor.
- Prepare technical memos to document findings of various activities listed above.
- Maintain accurate records and files.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's degree in Environmental Science, Engineering, or other water quality related field and minimum one (1) year of experience in stormwater management, engineering or related fields or any equivalent combination of the education and experience which provides the requisite knowledge, skills and abilities for the position.
- Coursework or experience with ArcGIS preferred.
- Demonstrated knowledge and experience with compliance and enforcement of environmental regulations preferred.
- Experience with Enterprise Asset Management software preferred.
- Experience with risk-based asset management preferred.

- Demonstrated knowledge of water testing and analysis methods, preferred.
- Experience with utilities/roadway infrastructure in the public or private sector is preferred.
- Demonstrated ability to effectively use computer equipment and related software including, but not limited to, competent in use of Microsoft Office Suite (Excel, Word, Powerpoint) and GIS (ArcGIS).
- Ability to interact with the public.
- Ability to read site plans and maps.
- Ability to occasionally work beyond normal hours, at night or weekends and to travel to various seminars and conferences for the benefit of the Department.
- Ability to exercise independent judgment within the limits of the position.
- Ability to communicate professionally and diplomatically with contractors and the public regarding the various projects under development and construction.
- Ability to handle various projects at the same time, work effectively under pressure and keep schedule on track.
- Ability to establish and maintain good relations with co-workers.
- Ability to obtain and maintain a valid State Driver's license required.
- Ability to receive constructive criticism and react appropriately.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.

Physical & Mental/Reasoning Requirements; Work Environment:

These are the physical and mental/reasoning requirements of the position as it is typically performed. Inability to meet one or more of these physical or mental/reasoning requirements will not automatically disqualify a candidate or employee from the position.

x	Seeing	x	ability to move distances within warehouses and offices
x	color perception (red, green, amber)	x	lifting (specify 60 pounds)
x	hearing/listening	x	carrying (specify 60 pounds)
x	clear speech	x	climbing
x	touching	x	driving
x	dexterity x hand x finger	x	towing a trailer
	reading – basic	x	pushing/pulling
x	reading – complex		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	x	fumes/odors
x	Inside	x	dirt/dust
x	outside	x	hazardous materials
x	works alone	x	electrical equipment
x	works with others	x	mechanical equipment
x	face-to-face contact		
x	verbal contact w/others		

Supervision:

Directly Supervises: 0

Indirectly Supervises: 0

Disclaimer:

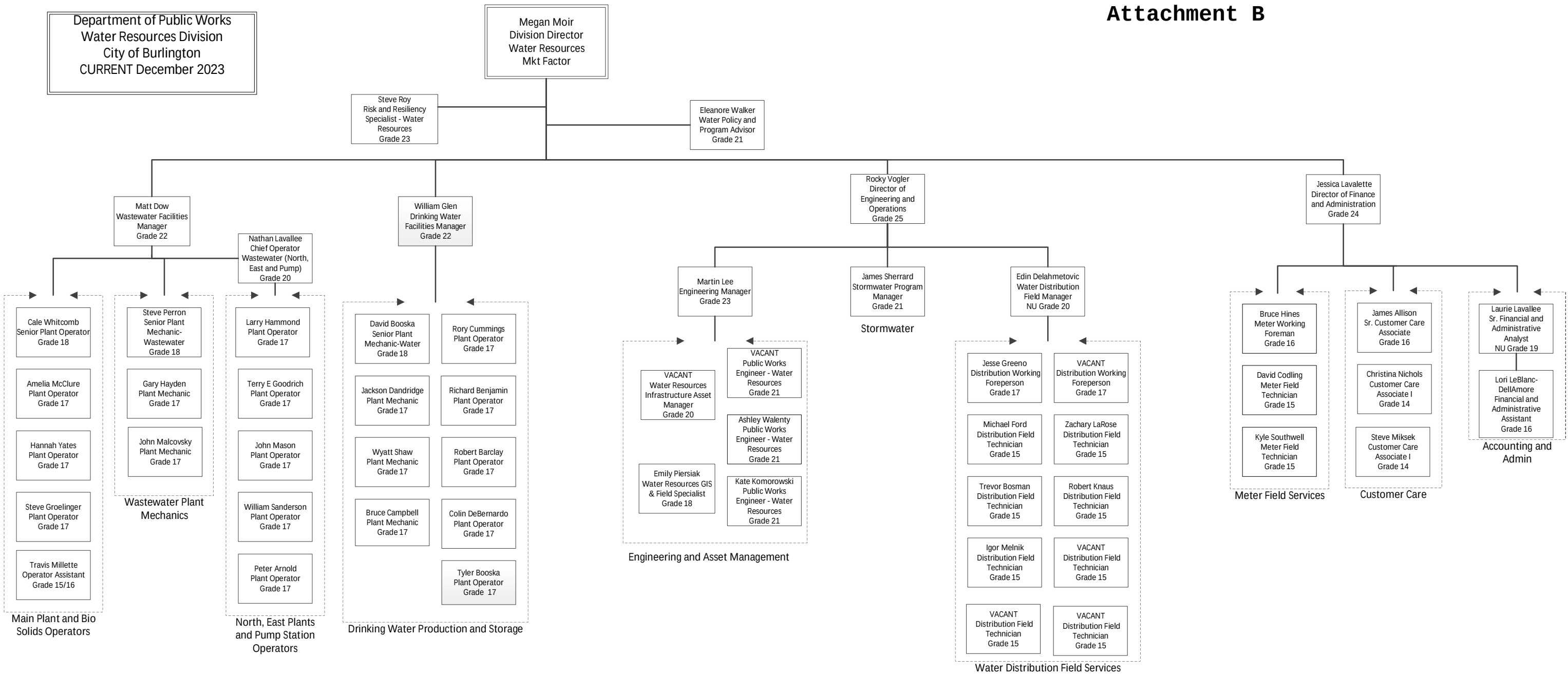
The above statements are intended to describe the general nature and level of work being performed by employees to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties and/or skills required of all personnel so classified.

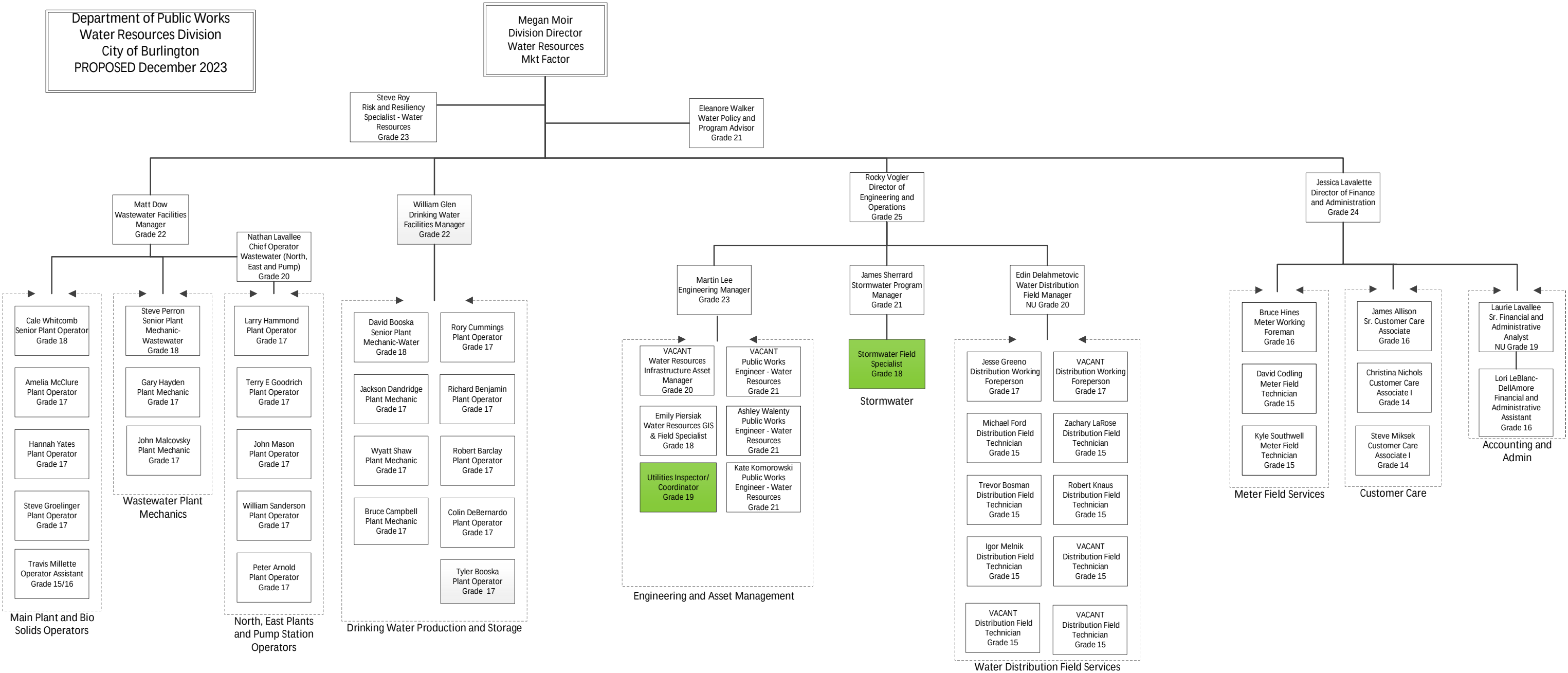
Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Created November 2023





Board of Finance and City Council Submission Checklist

Department: DPW Water Resources Division Submitter: Megan Moir/Tony Berry

Title/Subject: Creation of Water Resources Utility Inspector and SW Field Specialist positions

	Approval:	Meeting Date:
☐		
☐		Click or tap to enter a date.
☒	Concurrent	12/18/2023

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	12/12/2023	Chapin Spencer
Mayor's Office informed and approved memo	Yes	12/13/2023	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	12/13/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	12/13/2023	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Yes	12/12/2023	Tony Berry
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?	N/A	
Additional Materials, if necessary	Yes	Org charts and job descriptions
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.

MEMO

Date: December 18, 2023
To: Board of Finance and City Council
From: Max Madalinski, Parks Project Coordinator
CC: Sophie Sauvé, Parks Comprehensive Planner
Re: Schifilliti Park Shared-Use Path Construction Contract with Engineers Construction, Inc.

I. Purpose

The Department of Parks, Recreation and Waterfront (BPRW) seeks approval and authorization to enter into an agreement with Engineers Construction, Inc., for a maximum limiting amount of \$194,497.00 to construct a paved multi-use pathway through Schifilliti Park plus a \$30,000.00 contingency bringing the total request to \$224,497.00. Additionally, the memo requests approval for a Contract Amendment with Hoyle Tanner & Associates, Inc. to increase the project design contract by a maximum limiting amount of \$18,724, bringing the contract total to \$69,660.00.

Board of Finance and City Council approval was granted on May 24th, 2021 to enter into a grant agreement with the State of Vermont for the shared funding of this project (80% State, 20% City) and these contracts and amendments will bring the project into construction.

II. Background

In 2020, the City was awarded grant funding to design and construct a 629-foot-long by 8-foot-wide paved shared-use pathway to connect the neighborhood off of upper Ethan Allen Parkway to Gosse Court through Schifilliti Park.

Safety complaints were received by Burlington's Department of Public Works, the School District, and Burlington's Parks, Recreation, and Waterfront Department (BPRW) about the lack of a formal path through Schifilliti Park connecting the neighborhood to the Miller Center and the school. Parents noted that the existing informal dirt pathway is used in all seasons and it becomes muddy and rutted during the fall and spring seasons, snow covered in the winter, and dry and dusty in summer months.

This neighborhood includes one-third of the total population of Burlington's New North End and provides a direct connection for people walking and biking to and from city parks, a community center, public schools, and transit service. This path will create another connection to North Avenue, which is the main corridor for the New North End of Burlington, including the New North End's only transit service. Currently, pedestrians and cyclists who wish to travel through this area must either use the informal path which is problematic regardless of the season, or travel over a half-mile using existing sidewalks. Furthermore, the informal pathway is not accessible for people that use a mobility device or with visual impairments. By formalizing and paving this route, City staff will be able to maintain it with standard plowing equipment and it will no longer become muddy and rutted during rainy seasons.



Furthermore, this shared-use path is specifically called for in the 5-year Action Plan on page 93 of Burlington's pedestrian and cycling Master Plan, *PlanBTV Walk/Bike*. The path was also recommended in the 2017 PlanBTV Walk/Bike report and supported by several sections of the Chittenden County Regional Planning Commission (CCRPC), referred to as the ECOS Plan, with regards to ecological impacts, transportation, expanding walking and biking infrastructure and supporting public health.

Recusal of BPRW Director Wight

When the project initially came to the City's Capital Committee on December 16th, 2020, Director Wight recused herself from the decision to recommend funding the City portion of the project as the project abuts her residence. Given BPRW Director Wight's status as an abutter, Parks Comprehensive Planner, Sophie Sauvé, is executing all necessary contract documents and overseeing Parks Park Project Coordinator, Max Madalinski.

Project Design Phase

Work to create construction-ready plans began shortly after Board of Finance approval of the design contract with engineering firm Hoyle Tanner & Associates, Inc. (HTA) in November of 2021. The project's conceptual design moved forward quickly, with technical input provided by VTRANS and City staff from BPRW and DPW. A hybrid-format public meeting was held by HTA and BPRW Staff in June of 2022 at the Miller Recreation Center to review the preliminary plans and solicit public input on the details of the design.

Simultaneously, archaeological and environmental assessments of the site were performed by subconsultants and State of VT staff. The two reports found no significant findings within the project area and were submitted for Federal National Environmental Protection Act (NEPA) review per the grant requirements. The 6-month-long review period finished in January of 2023 clearing the project for Final Design and Right-of-Way review to confirm that the City owns all of the land on which the project will be constructed. HTA then proceeded with finalizing the design and creating the contract plans, specifications, and bid documents through the Winter and Spring of 2023.

III. Design Contract Amendment

During the Right-of-Way review and final stage of design, HTA was required to perform more work than initially anticipated in their 2021 proposal. The Right-of-Way review took longer than expected, due to a lack of clarity regarding the ownership of an existing 10-foot-wide paved path within the project area. They also had to spend extra time reconciling differences between City and VTrans Standards and bidding requirements.

While HTA was able to complete the final design within their approved contract, a contract amendment is needed to allow them to attend the construction kick-off meeting, review and respond to product submittals and requests for information (RFIs, i.e. design clarification), to attend any on-site meetings, and to account for time spent during the bidding phase of the project. The proposed increase of \$18,724.00 will serve as a maximum limiting amount for the above services.

IV. Construction Contractor Selection Process

On October 16, 2023, BPRW issued a Request for Proposals (RFP) to construct the multi-use pathway, publicly advertising in the Vermont Business Registry, Construction Journals, and the City



webpage, as well as other electronic outlets. Prospective bidders were issued electronic copies of plans and specifications after requesting to be added to the project's list of plan-holders. A total of twelve vendors made this request during the bid period.

BPRW received three complete proposals on or before the closing date of November 13, 2023, as shown in the table below:

Bidder	Bid Total
Engineers Construction, Inc.	\$194,497.00
S.D. Ireland, Inc	\$223,260.00
J. Hutchins, Inc.	\$239,894.00

In compliance with State grant agreement requirements, the contract for this project must be awarded to the lowest qualified bidder, subject to a review from the project's Design Engineer, Hoyle Tanner & Associates (HTA). HTA's bid analysis thoroughly documents any variances between the low bid and the construction cost-estimate and recommends award to the low-bid, Engineer's Construction, Inc. The bid analysis was reviewed and approved by both BPRW and State Staff and is included as an attachment with this memo.

V. Project Funding Sources, Budget, and Estimates

Funding for this project comes from the City's Capital Improvements Account and Federal Grant Funds administered through the VTrans Transportation Alternatives Grant Program as per the table below and as approved by Board of Finance and City Council on 5/24/2021:

Project Funding Sources	
City of Burlington Capital Funds – Local Match	\$71,432
Federal Grant Funds – Administered via VTrans	\$285,728
Total Approved Project Design & Construction Budget	\$357,160

Project Budget	
Design	
Design Contract (Contract Approved by BOF on 12/13/21)	\$51,386.00
Design Contract Amendment (increase on above)	\$18,724.00
<i>Design Subtotal</i>	<i>\$69,660.00</i>
Construction	
Construction Contract	\$194,497.00
15% Contingency	\$30,000.00
<i>Construction Subtotal</i>	<i>\$224,497.00</i>



Resident Engineering Services (Estimate, not yet under contract)	\$47,000.00
Total Estimated Project Expenses	\$339,517.00
Funding Split for Project Expenses	
City of Burlington Capital Funds – Local Match	\$67,903.40
Federal Grant Funds – Administered via VTrans	\$271,613.60
Total Funding Sources for Construction Contract	\$339,517.00

The \$271,613.60 in grant funding is a reimbursable grant awarded by VTRANS which covers 80% of the total design cost, with the City providing the remaining \$67,903.40 as the 20% local match.

The construction budget above includes \$194,497.00 for the construction contract and an approximately 15% contingency of \$30,000.00 to account for any unforeseen issues that may come up during construction.

Included in the table above is an estimated \$47,000.00 for Resident Engineering (RE) services. BPRW has begun the process of procuring a RE consultant through the VTrans At-the-Ready RFP process. The estimate is based on the first proposal received. BPRW is currently negotiating with the consultant, but are including the estimate now to provide full disclosure of the estimated construction costs. If the negotiated contract and contingency for RE services exceeds \$50,000, BPRW will submit a memo for approval of that contract to City Board of Finance during the winter of 2024.

VI. Schedule

- Construction RFP Issued: October 16, 2023
- Proposals Due: November 13, 2023
- Bid Review Complete: December 4, 2023
- Board of Finance and Council Approval Request: December 18, 2023
- Notice of Award: December 19, 2023
- Contract Signing: No later than, January 3, 2023
- Estimated Construction Start: Summer of 2024
- Construction Completion Date: No later than September 13, 2024

VII. Department Recommendation

Board of Finance Motions:

1. To approve and recommend that the City Council approve and authorize Sophie Sauvé, Parks Comprehensive Planner, to execute an amendment to the existing design Contract with Hoyle Tanner & Associates, Inc. and any related documents needed to carry out the Schifilliti Park Pathway Construction project, in the additional amount of \$18,724.00, for a



revised maximum limiting amount not to exceed \$69,660.00, subject to the review of the City Attorney's Office.

2. To approve and recommend that the City Council approve and authorize Parks Comprehensive Planner, Sophie Sauvé to execute a construction contract and any related documents needed to carry out the Schifilliti Park Pathway Construction project, with Engineers Construction, Inc., for a price not to exceed \$194,497.00, plus a contingency of \$30,000.00, for a total authorized expenditure in the amount of \$224,497.00, subject to the review of the City Attorney's Office.

City Council Motion:

1. To approve and authorize Sophie Sauvé, Parks Comprehensive Planner, to execute a n amendment to the existing design Contract with Hoyle Tanner & Associates, Inc. and any related documents needed to carry out the Schifilliti Park Pathway Construction project, in the additional amount of \$18,724.00 for a revised maximum limiting amount not to exceed \$69,660.00, subject to the review of the City Attorney's Office.
2. To approve and authorize Parks Comprehensive Planner, Sophie Sauvé to execute a construction contract and any related documents needed to carry out the Schifilliti Park Pathway Construction project, with Engineers Construction, Inc., for a price not to exceed \$194,497.00, plus a contingency of \$30,000.00, for a total authorized expenditure in the amount of \$224,497.00, subject to the review of the City Attorney's Office.

December 1, 2023

Max Madalinski
Parks Project Coordinator
Burlington Parks, Recreation & Waterfront
645 Pine Street Suite B Burlington, VT 05401
mmadalinski@burlingtonvt.gov

Re: Construction Bid Results
Schifilliti Park Path – BURLINGTON TAP TA20(11)

Dear Max:

Bids were received for the above referenced project on Monday, November 13, 2023 at 2:00 pm, and were publicly read via a video conference call. Three bid proposals were received; a tabulation of these bids is enclosed for your review. The purpose of this letter is to summarize the bid results and to make a recommendation of award.

The following is a summary of the bids received:

Engineers Estimate

Hoyle, Tanner & Associates Inc.	<u>Estimate:</u>	<u>\$ 172,711.00</u>
Engineers Construction, Inc.	<u>Total Bid:</u>	<u>\$ 194,497.00</u>
S.D. Ireland Construction, Corp.	<u>Total Bid:</u>	<u>\$ 223,260.00</u>
J Hutchins, Inc.	<u>Total Bid:</u>	<u>\$ 239,894.00</u>

The subject project was estimated at \$172,711.00. There was a total of three bidders, all bids were higher than the engineer's estimate. These bids ranged from \$194,497.00 to \$239,894.00. The low bid price is \$21,786.00 higher than the Engineer's Estimate, or 12.6% higher.

COMPETITION ANALYSIS

FHWA assesses whether adequate competition was obtained by the bid process by assessing the number of competitive bids and the amount the low bid exceeds the engineer's estimate. A competitive bid is

determined to be within the range of low bid + 20%. For this project that value is as follows:

$$\begin{aligned}\text{Competitive Bid Range} &= 1.2 * \$194,497.00 = \$233,396.00 \\ \text{Number of bids less than } \$233,396.00 &= 2 \text{ bids (out of the 3 received)}\end{aligned}$$

Per FHWA guidelines competition is considered adequate with 2 competitive bids received when the low bid does not exceed 105% of the engineer's estimate. As stated above the low bid is 113% of the engineer's estimate. While the low bid is above the calculated value FHWA uses for assessing competition, it is a relatively small amount of dollars and relatively close in percentage.

Generally, it is perceived by the Engineer that the differences between bids received and the engineers estimate appear to be associated with recent inflation of construction labor and material costs. The Engineer is of the opinion that the difference is acceptable for the award of this project based on the project need, current bidding climate, and costs associated with this project.

MAJOR COST DEVIATION ANALYSIS

The following is an analysis of the items that deviated by more than 1% of the contract total estimate, for this project +/- \$1,727. Each item was analyzed for reasonableness and unbalancing.

Item Number: 301.25
Item Description: Subbase of Crushed Gravel, Coarse Graded
Estimated Quantity: 180 CY

Estimate Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$50.00	\$9,000.00	\$70.00	\$12,600.00	+ \$3,600.00

Description: The low bid unit price is higher than the estimate unit price for this construction item. The other bids received included unit price values of \$65/cy, and \$65/cy. The listed quantity of 180 CY has been verified. Recommend acceptance of low bid unit price.

Item Number: 605.10
Item Description: Underdrain Pipe, 6 Inches
Estimated Quantity: 230 LF

Estimate Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$60.00	\$13,800.00	\$36.00	\$8,280.00	- \$5,520.00

Description: The low bid unit price is lower than the estimate unit price for this construction item. The other bids received included unit price values of \$60.00 and \$45.00. The estimated quantity of 230 LF has been verified. Recommend acceptance of low bid unit price.

Notice of Low Bid

Item Number: 618.10
Item Description: Portland Cement Concrete Sidewalk, 5 Inch
Estimated Quantity: 135 SY

Estimate Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$100.00	\$13,500.00	\$70.00	\$9,450.00	- \$4,050.00

Description: The low bid unit price is lower than the estimate unit price for this construction item. The other bids received included unit price values of \$150.00 and \$85.00. The listed quantity of 135 SY has been verified. Recommend acceptance of low bid unit price.

Item Number: 635.11
Item Description: Mobilization/Demobilization
Estimated Quantity: 1 LS

Estimate Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$15,000.00	\$15,000.00	\$43,000.00	\$43,000.00	+ \$28,000.00

Description: The low bid unit price is higher than the estimate unit price for this construction item. This lump sum item is a variable item and is typically 5% to 15% of the bid subtotal. The Low Bidder used 22% of the bid subtotal; this amount is above the typical range. This lump sum item is not subject to change. No perceived advantage or disadvantage to Owner or Bidder. Recommend acceptance of low bid unit price.

Item Number: 651.35
Item Description: Topsoil
Estimated Quantity: 130 CY

Estimate Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$50.00	\$6,500.00	\$90.00	\$11,700.00	+ \$5,200.00

Description: The low bid unit price is higher than the estimate unit price for this construction item. The other bids received included unit price values of \$70/cy, and \$85/cy. The listed quantity of 130 CY has been verified. Recommend acceptance of low bid unit price.

Notice of Low Bid

Item Number: 656.85
Item Description: Tree Protection
Estimated Quantity: 1 LS

Estimate Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$4,000.00	\$4,000.00	\$1,250.00	\$1,250.00	- \$2,750.00

Description: The low bid unit price is lower than the estimate unit price for this construction item. This is a lump sum item not subject to change. No perceived advantage or disadvantage to Owner or Bidder. Recommend acceptance of low bid unit price.

Item Number: 678.23
Item Description: Wired Conduit
Estimated Quantity: 140 LF

Estimate Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$30.00	\$4,200.00	\$45.00	\$6,300.00	+ \$2,100.00

Description: The low bid unit price is higher than the estimate unit price for this construction item. The other bids received included unit price values of \$40/cy, and \$51/cy. The listed quantity of 140 LF has been verified. Recommend acceptance of low bid unit price.

Item Number: 678.25
Item Description: Pull Box, Standard
Estimated Quantity: 3 EA

Estimate Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$3,500.00	\$10,500.00	\$1,750.00	\$5,250.00	- \$5,250.00

Description: The low bid unit price is lower than the estimate unit price for this construction item. The other bids received included unit price values of \$5000/ea, and \$2080/ea. The listed quantity of 3 EA has been verified. Recommend acceptance of low bid unit price.

Item Number: 679.46
Item Description: Street Light Assembly
Estimated Quantity: 2 EA

Estimate Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$12,000.00	\$24,000.00	\$9,501.00	\$19,002.00	- \$4,998.00

Description: The low bid unit price is lower than the estimate unit price for this construction item. The other bids received included unit price values of \$20,000/cy, and \$12,000/cy. The listed quantity of 2 EA has been verified. Recommend acceptance of low bid unit price.

Item Number: 900.645
Item Description: Remove and Reset Timber Rail
Estimated Quantity: 1 LS

Estimate Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$5,000.00	\$5,000.00	\$2,685.00	\$2,685.00	- \$2,315.00

Description: The low bid unit price is lower than the estimate unit price for this construction item This is a lump sum item not subject to change. No perceived advantage or disadvantage to Owner or Bidder. Recommend acceptance of low bid unit price.

We find the Engineers Construction, Inc. to be a qualified bid based on our review and analysis of the bid results. By accepting the base bid in the amount of \$194,497.00, there is no apparent advantage to the Contractor with corresponding disadvantage to the City of Burlington. Therefore, we recommend award of the project to Engineers Construction, Inc.

Should you have any questions or require further information please do not hesitate to contact the undersigned at (802) 489-7364 or jolin@hoyletanner.com.

Very truly yours,
Hoyle, Tanner & Associates, Inc.



Jon A. Olin, P.E.
Project Manager

Enclosures

Bid Worksheet
Schifilliti Park Path - BURLINGTON TAP TA20(11)
Burlington, VT
11/13/2023 2:00 PM EDT

				Engineer Estimate		Engineers Contruction Inc.		SD Ireland Brother Co.		J Hutchins Inc.		
Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	
203.15	COMMON EXCAVATION	CY	300	\$25.00	\$7,500.00	\$20.00	\$6,000.00	\$40.00	\$12,000.00	\$35.00	\$10,500.00	
203.30	EARTH BORROW	CY	50	\$25.00	\$1,250.00	\$30.00	\$1,500.00	\$30.00	\$1,500.00	\$20.00	\$1,000.00	
203.31	SAND BORROW	CY	100	\$35.00	\$3,500.00	\$40.00	\$4,000.00	\$50.00	\$5,000.00	\$55.00	\$5,500.00	
204.20	TRENCH EXCAVATION OF EARTH	CY	110	\$25.00	\$2,750.00	\$35.00	\$3,850.00	\$50.00	\$5,500.00	\$15.00	\$1,650.00	
210.10	HAND-PLACED BITUMINOUS CONCRETE PAVEMENT, DRIVES	SY	80	\$5.00	\$400.00	\$15.00	\$1,200.00	\$40.00	\$3,200.00	\$26.00	\$2,080.00	
301.25	SUBBASE OF CRUSHED GRAVEL, COARSE GRADED	CY	180	\$50.00	\$9,000.00	\$70.00	\$12,600.00	\$65.00	\$11,700.00	\$65.00	\$11,700.00	
301.26	SUBBASE OF CRUSHED GRAVEL, FINE GRADED	CY	40	\$50.00	\$2,000.00	\$80.00	\$3,200.00	\$70.00	\$2,800.00	\$70.00	\$2,800.00	
404.65	EMULSIFIED ASPHALT	CWT	3	\$100.00	\$300.00	\$50.00	\$150.00	\$200.00	\$600.00	\$73.00	\$219.00	
601.0910	15" CPEP	LF	18	\$100.00	\$1,800.00	\$175.00	\$3,150.00	\$150.00	\$2,700.00	\$65.00	\$1,170.00	
604.20	PRECAST REINFORCED CONCRETE CATCH BASIN WITH CAST IRON GRATE	EACH	1	\$5,500.00	\$5,500.00	\$4,500.00	\$4,500.00	\$7,000.00	\$7,000.00	\$5,700.00	\$5,700.00	
604.42	CHANGING ELEVATION OF SEWER MANHOLES	EACH	1	\$800.00	\$800.00	\$925.00	\$925.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	
605.10	UNDERDRAIN PIPE, 6 INCHES	LF	230	\$60.00	\$13,800.00	\$36.00	\$8,280.00	\$60.00	\$13,800.00	\$45.00	\$10,350.00	
618.10	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	SY	135	\$100.00	\$13,500.00	\$70.00	\$9,450.00	\$150.00	\$20,250.00	\$85.00	\$11,475.00	
618.30	DETECTABLE WARNING SURFACE	SF	50	\$60.00	\$3,000.00	\$50.00	\$2,500.00	\$60.00	\$3,000.00	\$46.00	\$2,300.00	
630.15	FLAGGERS	HR	80	\$40.00	\$3,200.00	\$50.00	\$4,000.00	\$50.00	\$4,000.00	\$54.00	\$4,320.00	
635.11	MOBILIZATION/DEMOBILIZATION	LS	1	\$15,000.00	\$15,000.00	\$43,000.00	\$43,000.00	\$25,000.00	\$25,000.00	\$43,500.00	\$43,500.00	
641.11	TRAFFIC CONTROL, ALL INCLUSIVE	LS	1	\$14,000.00	\$14,000.00	\$15,000.00	\$15,000.00	\$6,000.00	\$6,000.00	\$37,300.00	\$37,300.00	
646.311	CROSSWALK MARKING, WATERBOURNE PAINT	LF	24	\$6.00	\$144.00	\$50.00	\$1,200.00	\$20.00	\$480.00	\$75.00	\$1,800.00	
649.31	GEOTEXTILE UNDER STONE FILL	SY	700	\$3.00	\$2,100.00	\$3.00	\$2,100.00	\$3.00	\$2,100.00	\$4.00	\$2,800.00	
651.15	SEED	LB	20	\$10.00	\$200.00	\$25.00	\$500.00	\$50.00	\$1,000.00	\$13.00	\$260.00	
651.18	FERTILIZER	LB	120	\$5.00	\$600.00	\$5.00	\$600.00	\$6.00	\$720.00	\$6.00	\$720.00	
651.20	ARGICULTURAL LIMESTONE	TON	0.5	\$780.00	\$390.00	\$1,190.00	\$595.00	\$1,000.00	\$500.00	\$100.00	\$50.00	
651.35	TOPSOIL	CY	130	\$50.00	\$6,500.00	\$90.00	\$11,700.00	\$70.00	\$9,100.00	\$85.00	\$11,050.00	
656.85	TREE PROTECTION	LS	1	\$4,000.00	\$4,000.00	\$1,250.00	\$1,250.00	\$3,000.00	\$3,000.00	\$200.00	\$200.00	
675.20	TRAFFIC SIGN, TYPE A	SF	17	\$15.00	\$255.00	\$65.00	\$1,105.00	\$30.00	\$510.00	\$40.00	\$680.00	
675.341	SQUARE TUBE SIGN POST AND ANCHOR	LF	36	\$12.00	\$432.00	\$35.00	\$1,260.00	\$25.00	\$900.00	\$35.00	\$1,260.00	
675.50	REMOVING SIGNS	EACH	2	\$15.00	\$30.00	\$80.00	\$160.00	\$50.00	\$100.00	\$20.00	\$40.00	
675.60	RESETTING SIGNS	EACH	2	\$30.00	\$60.00	\$80.00	\$160.00	\$100.00	\$200.00	\$45.00	\$90.00	
678.23	WIRED CONDUIT	LF	140	\$30.00	\$4,200.00	\$45.00	\$6,300.00	\$40.00	\$5,600.00	\$51.00	\$7,140.00	
678.25	PULL BOX, STANDARD	EACH	3	\$3,500.00	\$10,500.00	\$1,750.00	\$5,250.00	\$5,000.00	\$15,000.00	\$2,080.00	\$6,240.00	
679.46	STREET LIGHT ASSEMBLY	EACH	2	\$12,000.00	\$24,000.00	\$9,501.00	\$19,002.00	\$20,000.00	\$40,000.00	\$12,000.00	\$24,000.00	
900.645	SPECIAL PROVISION (REMOVE AND RESET TIMBER RAIL)	LS	1	\$5,000.00	\$5,000.00	\$2,685.00	\$2,685.00	\$2,000.00	\$2,000.00	\$6,000.00	\$6,000.00	
900.645	SPECIAL PROVISION (EROSION CONTROL)	LS	1	\$5,000.00	\$5,000.00	\$5,325.00	\$5,325.00	\$2,000.00	\$2,000.00	\$10,000.00	\$10,000.00	
900.68	SPECIAL PROVISION (BITUMINOUS CONCRETE PAVEMENT, SMALL QUANTITY)	TON	60	\$200.00	\$12,000.00	\$200.00	\$12,000.00	\$250.00	\$15,000.00	\$250.00	\$15,000.00	
Base Bid Total:					\$172,711.00		\$194,497.00		\$223,260.00		\$239,894.00	

BID FORM
Schifilliti Park Multi-Use Pathway
BURLINGTON TAP TA20(11)

Proposal of ENGINEERS CONSTRUCTION INC.
(hereinafter called Bidder), organized and existing under the laws of the State of
VERMONT doing business as
CORPORATION
(a corporation, a partnership, of an individual)

To the City of Burlington, Vermont (hereinafter called Owner)

The Bidder represents that this bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. The bidder has not directly or indirectly induced or solicited any other bidder to submit a false bid. Bidder has not solicited or induced any person, firm or corporation to refrain from bidding and the bidder has not sought by collusion to obtain for himself any advantage over any other bidder or Owner.

It is essential that all forms that require signature as part of the final Bid Submission be filled out and signed or the Bid itself will be invalid:

- Contractors EEO Certification Form CA-109 – Appendix A
- Debarment & Non-Collusion Affidavit CA-91 – Appendix B
- Worker Classification Compliance Requirement (Prime Contractor) – Appendix C

The undersigned bidder proposed and agrees, if this bid is accepted, to enter into an agreement with Owner to furnish all materials and to complete all work as specified or indicated in the Contract Documents for the contract price and within the contract time indicated in this bid and in accordance with the Contract Documents.

Bidder hereby agrees to commence Work under this contract on the date of issuance of the Notice to Proceed and that the Final Completion date for this contract is September 13, 2024.

Bidder acknowledges receipt of the following Addenda:

ADDENDUM #1 – dated 11/11/23 wjp

Bidder agrees to perform all the Work described in the Contract Documents for the following schedule of prices. Unqualified bids will not be accepted.

VTrans ITEM #	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
203.15	Common Excavation				
		CY	300	\$ <u>20⁰⁰</u>	\$ <u>6,000⁰⁰</u>
	Unit Price in Words <u>TWENTY DOLLARS AND NO CENTS</u>				
203.30	Earth Borrow	CY	50	\$ <u>30⁰⁰</u>	\$ <u>1,500⁰⁰</u>
	Unit Price in Words <u>THIRTY DOLLARS AND NO CENTS</u>				
203.31	Sand Borrow	CY	100	\$ <u>40⁰⁰</u>	\$ <u>4,000⁰⁰</u>
	Unit Price in Words <u>FORTY DOLLARS AND NO CENTS</u>				
204.20	Trench Excavation of Earth				
		CY	110	\$ <u>35⁰⁰</u>	\$ <u>3,850⁰⁰</u>
	Unit Price in Words <u>THIRTY FIVE DOLLARS AND NO CENTS</u>				
210.10	Coarse-Milling Bituminous Pavement				
		SY	80	\$ <u>15⁰⁰</u>	\$ <u>1,200⁰⁰</u>
	Unit Price in Words <u>FIFTEEN DOLLARS AND NO CENTS</u>				
301.25	Subbase of Crushed Gravel, Coarse Graded				
		CY	180	\$ <u>70⁰⁰</u>	\$ <u>12,600⁰⁰</u>
	Unit Price in Words <u>SEVENTY DOLLARS AND NO CENTS</u>				
301.26	Subbase of Crushed Gravel, Fine Graded				
		CY	40	\$ <u>80⁰⁰</u>	\$ <u>3,200⁰⁰</u>
	Unit Price in Words <u>EIGHTY DOLLARS AND NO CENTS</u>				

404.65 Emulsified Asphalt

CWT 3 \$ 50⁰⁰ \$ 150⁰⁰

Unit Price in Words FIFTY DOLLARS AND NO CENTS

601.0910 15" CPEP

LF 18 \$ 175⁰⁰ \$ 3,150⁰⁰

Unit Price in Words ONE HUNDRED SEVENTY FIVE DOLLARS AND NO CENTS

604.20 Precast Reinforced Concrete Catch Basin with Cast Iron Grate

EACH 1 \$ 4,500⁰⁰ \$ 4,500⁰⁰

Unit Price in Words FOUR THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS

604.42 Changing Elevation of Sewer Manholes

EACH 1 \$ 925⁰⁰ \$ 925⁰⁰

Unit Price in Words NINE HUNDRED TWENTY FIVE DOLLARS AND NO CENTS

605.10 Underdrain Pipe, 6 Inches

LF 230 \$ 36⁰⁰ \$ 8,280⁰⁰

Unit Price in Words THIRTY SIX DOLLARS AND NO CENTS

618.10 Portland Cement Concrete Sidewalk, 5 Inch

SY 135 \$ 70⁰⁰ \$ 9,450⁰⁰

Unit Price in Words SEVENTY DOLLARS AND NO CENTS

618.30 Detectable Warning Surface

SF 50 \$ 50⁰⁰ \$ 2,500⁰⁰

Unit Price in Words FIFTY DOLLARS AND NO CENTS

630.15 Flaggers

HR 80 \$ 50⁰⁰ \$ 4,000⁰⁰

Unit Price in Words FIFTY DOLLARS AND NO CENTS

635.11 Mobilization/Demobilization

LS 1 \$ 43,000⁰⁰ \$ 43,000⁰⁰

Unit Price in Words FORTY THREE THOUSAND DOLLARS AND NO CENTS

641.11 Traffic Control, All-Inclusive

LS 1 \$ 15,000⁰⁰ \$ 15,000⁰⁰

Unit Price in Words FIFTEEN THOUSAND DOLLARS AND NO CENTS

646.311 Crosswalk Marking, Waterborne Paint

LF 24 \$ 50⁰⁰ \$ 1,200⁰⁰

Unit Price in Words FIFTY DOLLARS AND NO CENTS

649.31 Geotextile Under Stone Fill

SY 700 \$ 3⁰⁰ \$ 2,100⁰⁰

Unit Price in Words THREE DOLLARS AND NO CENTS

651.15 Seed

LB 20 \$ 25⁰⁰ \$ 500⁰⁰

Unit Price in Words TWENTY FIVE DOLLARS AND NO CENTS

651.18 Fertilizer

LB 120 \$ 5⁰⁰ \$ 600⁰⁰

Unit Price in Words FIVE DOLLARS AND NO CENTS

651.20 Agricultural Limestone TON 0.50

\$ 1,190⁰⁰ \$ 595⁰⁰

Unit Price in Words ONE THOUSAND ONE HUNDRED NINETY DOLLARS AND NO CENTS

651.35 Topsoil

CY 130 \$ 90⁰⁰ \$ 11,700⁰⁰

Unit Price in Words NINETY DOLLARS AND NO CENTS

656.85 Tree Protection

LS 1 \$ 1,250⁰⁰ \$ 1,250⁰⁰

Unit Price in Words ONE THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO CENTS

675.20 Traffic Sign, Type A SF 17 \$ 65⁰⁰ \$ 1,105⁰⁰
 Unit Price in Words SIXTY FIVE DOLLARS AND NO CENTS

675.341 Square Tube Sign Post and Anchor
 LF 36 \$ 35⁰⁰ \$ 1,260⁰⁰
 Unit Price in Words THIRTY FIVE DOLLARS AND NO CENTS

675.50 Removing Signs EACH 2 \$ 80⁰⁰ \$ 160⁰⁰
 Unit Price in Words EIGHTY DOLLARS AND NO CENTS

675.60 Resetting Signs EACH 2 \$ 80⁰⁰ \$ 160⁰⁰
 Unit Price in Words EIGHTY DOLLARS AND NO CENTS

678.23 Wired Conduit LF 140 \$ 45⁰⁰ \$ 6,300⁰⁰
 Unit Price in Words FORTY FIVE DOLLARS AND NO CENTS

678.25 Pull Box, Standard EACH 3 \$ 1,750⁰⁰ \$ 5,250⁰⁰
 Unit Price in Words ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND NO CENTS

679.46 Street Light Assembly EACH 2 \$ 9,501⁰⁰ \$ 19,002⁰⁰
 Unit Price in Words NINE THOUSAND FIVE HUNDRED ONE DOLLARS AND NO CENTS

900.645 Special Provision (Remove and Reset Timber Rail)
 LS 1 \$ 2,685⁰⁰ \$ 2,685⁰⁰
 Unit Price in Words TWO THOUSAND SIX HUNDRED EIGHTY FIVE DOLLARS AND NO CENTS

900.645 Special Provision (Erosion Control)
 LS 1 \$ 5,325⁰⁰ \$ 5,325⁰⁰
 Unit Price in Words FIVE THOUSAND THREE HUNDRED TWENTY FIVE DOLLARS AND NO CENTS

Bid Form

900.680 Special Provision (Bituminous Concrete Pavement, Small Quantity)

TON 60

\$ 200⁰⁰ \$ 12,000⁰⁰Unit Price in Words TWO HUNDRED DOLLARS AND NO CENTSTotal Base Bid \$ 194,497⁰⁰Total Base Bid Written ONE HUNDRED NINETY FOUR THOUSAND
FOUR HUNDRED NINETY SEVEN DOLLARS AND NO CENTSThe lowest responsive and responsible bidder will be determined by the **Total Base Bid.**

The above unit prices shall include all labor, materials, removal, overhead, profit, insurance, etc. to cover the finished work as specified within the Contract Documents.

By submitting this bid, a bidder certifies that it shall report in writing to the municipality any errors or inconsistency discovered in the plans, proposal, specifications, or proposal documents immediately upon discovery.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

ENGINEERS CONSTRUCTION INC.

Contractor

MARK PELOQUIN

By

SENIOR PROJECT MANAGER

Title

P.O. BOX 2187

Business Address

SO. BURLINGTONVT05407

City

State

11/10/23

Date

ATTEST

Mark Pelquin

LS = lump sum

EA = each

SY = square yard

SF = square feet

CWT = hundredweight

GAL = gallon

HR = hour

LU = lump unit

CY = cubic yard

LF = linear foot

TON = ton

MGAL = thousand gallons

LB = pound

APPENDIX A

STATE OF VERMONT
AGENCY OF TRANSPORTATION

November, 1985
CA-109

CONTRACTOR'S EEO CERTIFICATION FORM

Certification with regard to the Performance of Previous Contracts of Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports.

The bidder ✓, proposed subcontractor _____, hereby certifies that he/she has ✓, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246 as amended, and that he/she has ✓, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

MARK PELOQUIN
ENGINEERS CONST. INC. Mark Pelouin SR. PROJECT MANAGER
Company By Title

NOTE: The above certification is required by the Equal Employment Opportunity regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt.) Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration, or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

APPENDIX B

CA-91

STATE OF VERMONT
AGENCY OF TRANSPORTATION
DEBARMENT AND NON-COLLUSION AFFIDAVIT

I, BENJAMIN DOW, representing
(Official Authorized to Sign Contracts)

ENGINEERS CONSTRUCTION INC. of WILLISTON, VT
(Individual, Partnership or Corporation) (City or State)

being duly sworn, depose and certify under the penalties of perjury under the laws of the State of Vermont and the United States that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid for the Vermont project:

BURLINGTON
(Project Name)

TAP TA 20 (11) project located on SHIFILLI PARK
(Project Number) (Route or Highway)

bids opened at BURLINGTON, VT
(Town or City)

Vermont on 11/10, 2023.
(Date)

I further depose and certify under the penalties of perjury under the laws of the State of Vermont and the United States that except as noted below said individual, partnership or corporation or any person associated therewith in any capacity is not currently, and has not been within the past three (3) years, suspended, debarred, voluntarily excluded or determined ineligible by any Federal or State Agency; does not have a proposed suspension, debarment, voluntary exclusion or ineligibility determination pending; and has not been indicted, convicted, or had a civil judgement rendered against (it, him, her, them) by a court having jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions: X No _____ Yes. (If yes complete back of this form.)

Sworn to before me this

10 day of NOV, 2023

Sue Waller
(Notary Public)

(My commission expires 1/31/25)

ENGINEERS CONSTRUCTION INC. L.S.
(Name of Individual, Partnership or Corporation)

BENJAMIN DOW L.S.
(Signature of Official Authorized to Sign Contracts)

BENJAMIN DOW L.S.
(Name of Individual Signing Affidavit)

SENIOR VICE PRESIDENT L.S.
(Title of Individual Signing Affidavit)

APPENDIX B

Page 2

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administration sanctions.

EXCEPTIONS:

N/A

RFP/PROJECT NAME & NUMBER:

DATE:

WORKER CLASSIFICATION COMPLIANCE REQUIREMENT

Self Reporting
Form 1 of 2

This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

The Vermont Agency of Transportation, in accordance with Section 32 of Act 54 (2009), as amended by Section 17 of Act 142 (2010) and further amended by Section 6 of Act 50 (2011), and for total projects costs exceeding \$250,000.00, requires bidders comply with the following provisions and requirements.

Bidder is required to self report the following information relating to past violations, convictions, suspensions, and any other information related to past performance and likely compliance with proper coding and classification of employees. The Agency of Transportation is requiring information on any incidents that occurred in the previous 12 months. Attach additional pages as necessary. If not applicable, so state.

Summary of Detailed Information	Date of Notification	Outcome
NONE		

WORKER CLASSIFICATION COMPLIANCE REQUIREMENT: Bidder hereby certifies that the company/individual is in compliance with the requirements as detailed in Section 32 of Act 54(2009), as amended by Section 17 of Act 142 (2010) and further amended by Section 6 of Act 50 (2011).

Date: 11/10/23Name of Company: ENGINEERS CONST. INC.Contact Name: MARK PELOQUINAddress: P.O. BOX 2187Title: SR. PROJECT MANAGERSO. BURLINGTON, VT 05407Phone Number: 802 - 863 - 6389E-mail: mpeloquin@ecvt.comFax Number: 802 - 862 - 9703By: Mark Peloguin
Signature (Request/Report Not Valid Unless Signed) *Name: MARK PELOQUIN
(Type or Print)

*Form must be signed by individual authorized to sign on the bidder's behalf.

DO NOT WRITE IN THIS SPACE – AGENCY USE ONLY

VDOL CHECKED RE: ACT 54 2009, AND AMENDMENTS ☐

A310TM – 2010 Bid Bond

CONTRACTOR:

(Name, legal status and address)

Engineers Construction Inc

98 Engineers Drive

Williston, VT 05495

SURETY:

The Cincinnati Insurance Company

6200 S Gilmore Rd

Fairfield, OH 45014-5141

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Burlington

149 Church Street

Burlington, VT 05401

BOND AMOUNT: \$ 5% of the bid amount

PROJECT:

(Name, location or address, and Project number, if any)

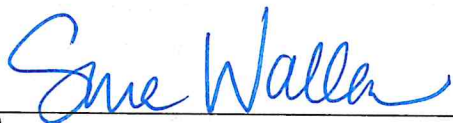
Burlington TAP TA20(11)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10th day of November, 2023



(Witness)

Engineers Construction Inc

(Principal)

Benjamin Dow

(Seal)

Vice President

(Title)

The Cincinnati Insurance Company

(Surety)

Diana L Blow

(Seal)

Attorney In Fact

(Title)

(Witness)

Ronan Cooper

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

David B. Holton; John J. Handy; Diana Blow; Susan Mongeon; Melissa Morse-Luke;
Jennie Wafer; Vincent Roberts; John St. Louis and/or Ronan Cooper

of Essex Junction, Vermont

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

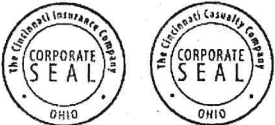
Any such obligations in the United States, up to
Ten Million and No/100 Dollars (\$10,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

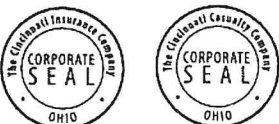


Keith Collett, Attorney at Law
Notary Public - State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 10th day of November, 2023



Ed H

BID FORM
Schifilliti Park Multi-Use Pathway
BURLINGTON TAP TA20(11)

Proposal of J.D. IRLEND BROTHER CORPORATION
(hereinafter called Bidder), organized and existing under the laws of the State of VERMONT doing business as a corporation
(a corporation, a partnership, of an individual)

To the City of Burlington, Vermont (hereinafter called Owner)

The Bidder represents that this bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. The bidder has not directly or indirectly induced or solicited any other bidder to submit a false bid. Bidder has not solicited or induced any person, firm or corporation to refrain from bidding and the bidder has not sought by collusion to obtain for himself any advantage over any other bidder or Owner.

It is essential that all forms that require signature as part of the final Bid Submission be filled out and signed or the Bid itself will be invalid:

- Contractors EEO Certification Form CA-109 – Appendix A
- Debarment & Non-Collusion Affidavit CA-91 – Appendix B
- Worker Classification Compliance Requirement (Prime Contractor) – Appendix C

The undersigned bidder proposed and agrees, if this bid is accepted, to enter into an agreement with Owner to furnish all materials and to complete all work as specified or indicated in the Contract Documents for the contract price and within the contract time indicated in this bid and in accordance with the Contract Documents.

Bidder hereby agrees to commence Work under this contract on the date of issuance of the Notice to Proceed and that the Final Completion date for this contract is September 13, 2024.

Bidder acknowledges receipt of the following Addenda:

#1 dated 11/11/2023

Bid Form

Bidder agrees to perform all the Work described in the Contract Documents for the following schedule of prices. Unqualified bids will not be accepted.

VTrans ITEM #	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
203.15	Common Excavation				
		CY	300	\$ <u>40.00</u>	\$ <u>12,000.00</u>
	Unit Price in Words	<u>forty dollars</u>			
203.30	Earth Borrow				
		CY	50	\$ <u>30.00</u>	\$ <u>1,500.00</u>
	Unit Price in Words	<u>thirty dollars</u>			
203.31	Sand Borrow				
		CY	100	\$ <u>50.00</u>	\$ <u>5,000.00</u>
	Unit Price in Words	<u>fifty dollars</u>			
204.20	Trench Excavation of Earth				
		CY	110	\$ <u>50.00</u>	\$ <u>5,500.00</u>
	Unit Price in Words	<u>fifty dollars</u>			
210.10	Coarse-Milling Bituminous Pavement				
		SY	80	\$ <u>40.00</u>	\$ <u>3,200.00</u>
	Unit Price in Words	<u>forty dollars</u>			
301.25	Subbase of Crushed Gravel, Coarse Graded				
		CY	180	\$ <u>65.00</u>	\$ <u>11,700.00</u>
	Unit Price in Words	<u>sixty five dollars</u>			
301.26	Subbase of Crushed Gravel, Fine Graded				
		CY	40	\$ <u>70.00</u>	\$ <u>2,800.00</u>
	Unit Price in Words	<u>seventy dollars</u>			

Bid Form

404.65 Emulsified Asphalt

CWT 3 \$ 200.00 \$ 600.00
 Unit Price in Words two hundred dollars

601.0910 15" CPEP

LF 18 \$ 150.00 \$ 2,700.00
 Unit Price in Words one hundred fifty dollars

604.20 Precast Reinforced Concrete Catch Basin with Cast Iron Grate

EACH 1 \$ 7,000.00 \$ 7,000.00
 Unit Price in Words seven thousand dollars

604.42 Changing Elevation of Sewer Manholes

EACH 1 \$ 1,000.00 \$ 1,000.00
 Unit Price in Words one thousand dollars

605.10 Underdrain Pipe, 6 Inches

LF 230 \$ 60.00 \$ 13,800.00
 Unit Price in Words sixty dollars

618.10 Portland Cement Concrete Sidewalk, 5 Inch

SY 135 \$ 150.00 \$ 20,250.00
 Unit Price in Words one hundred fifty dollars

618.30 Detectable Warning Surface

SF 50 \$ 60.00 \$ 3,000.00
 Unit Price in Words sixty dollars

630.15 Flaggers

HR 80 \$ 50.00 \$ 4,000.00
 Unit Price in Words fifty dollars

Bid Form

635.11 Mobilization/Demobilization

LS 1 \$ 25,000.00 \$ 25,000.00
 Unit Price in Words twenty five thousand dollars

641.11 Traffic Control, All-Inclusive

LS 1 \$ 6,000.00 \$ 6,000.00
 Unit Price in Words six thousand dollars

646.311 Crosswalk Marking, Waterborne Paint

LF 24 \$ 20.00 \$ 480.00
 Unit Price in Words twenty dollars

649.31 Geotextile Under Stone Fill

SY 700 \$ 3.00 \$ 2,100.00
 Unit Price in Words three dollars

651.15 Seed

LB 20 \$ 50.00 \$ 1,000.00
 Unit Price in Words fifty dollars

651.18 Fertilizer

LB 120 \$ 6.00 \$ 720.00
 Unit Price in Words six dollars

651.20 Agricultural Limestone TON

0.50 \$ 1,000.00 \$ 500.00
 Unit Price in Words one thousand dollars

651.35 Topsoil

CY 130 \$ 70.00 \$ 9,100.00
 Unit Price in Words seventy dollars

656.85 Tree Protection

LS 1 \$ 3,000.00 \$ 3,000.00
 Unit Price in Words three thousand dollars

Bid Form

675.20 Traffic Sign, Type A SF 17 \$ 30.00 \$ 510.00
 Unit Price in Words thirty dollars

675.341 Square Tube Sign Post and Anchor LF 36 \$ 25.00 \$ 900.00
 Unit Price in Words twenty five dollar

675.50 Removing Signs EACH 2 \$ 50.00 \$ 100.00
 Unit Price in Words fifty dollar

675.60 Resetting Signs EACH 2 \$ 100.00 \$ 200.00
 Unit Price in Words one hundred dollar

678.23 Wired Conduit LF 140 \$ 40.00 \$ 5,600.00
 Unit Price in Words forty dollar

678.25 Pull Box, Standard EACH 3 \$ 5,000.00 \$ 15,000.00
 Unit Price in Words five thousand dollar

679.46 Street Light Assembly EACH 2 \$ 20,000.00 \$ 40,000.00
 Unit Price in Words twenty thousand dollar

900.645 Special Provision (Remove and Reset Timber Rail) LS 1 \$ 2,000.00 \$ 2,000.00
 Unit Price in Words two thousand dollar

900.645 Special Provision (Erosion Control) LS 1 \$ 2,000.00 \$ 2,000.00
 Unit Price in Words two thousand dollar

Schifilliti Path – BURLINGTON TAP TA20(11)

October 2023

Bid Form

900.680 Special Provision (Bituminous Concrete Pavement, Small Quantity)

TON 60 \$ 250.00 \$ 15,000.00

Unit Price in Words two hundred fifty dollars

Total Base Bid \$ 223,260.00

Total Base Bid Written two hundred twenty-three thousand two hundred sixty dollarsThe lowest responsive and responsible bidder will be determined by the **Total Base Bid.**

The above unit prices shall include all labor, materials, removal, overhead, profit, insurance, etc. to cover the finished work as specified within the Contract Documents.

By submitting this bid, a bidder certifies that it shall report in writing to the municipality any errors or inconsistency discovered in the plans, proposal, specifications, or proposal documents immediately upon discovery.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

J.D. IRLEND BROTHERS CORP.

Contractor

Randy LAFRANCERM

By

VP

Title

193 INDUSTRIAL AVENUE

Business Address

WILMISTONVT

City

State

11/13/2023

Date

ATTEST

Kimberly J. Gaudin

LS = lump sum

EA = each

SY = square yard

SF = square feet

CWT = hundredweight

GAL = gallon

HR = hour

LU = lump unit

CY = cubic yard

LF = linear foot

TON = ton

MGAL = thousand gallons

LB = pound

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we,

S.D. Ireland Brothers Corp.

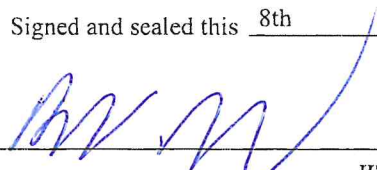
as Principal, (hereinafter called the "Principal"), and Swiss Re Corporate Solutions America Insurance Corporation
1200 Main Street, Suite 800, Kansas City, MO 64105, a corporation duly organized under the laws
of the State of Missouri, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto
City of Burlington, 645 Pine Street, Burlington, VT 05401

as Obligee, (hereinafter called the "Obligee"), in the sum of five percent of attached bid
Dollars (\$ 5% of attached bid), for the payment of which sum well and truly to be made, the said Principal
and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

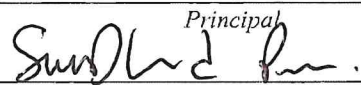
WHEREAS, the Principal has submitted a bid for
Schifilliti Path Burlington TAP TA20(11)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract
with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding
or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith
contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise
to remain in full force and effect.

Signed and sealed this 8th day of November A.D., 2023

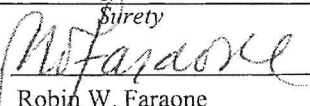


Witness

{ S.D. Ireland Brothers Corp.
Principal
 (SEAL)



Leo Wrighton
Witness

Swiss Re Corporate Solutions America Insurance Corporation
Surety
By  (SEAL)
Robin W. Faraone, Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions America Insurance Corporation vouches that the language in the document conforms exactly to the language
used in AIA Document A-310, February 1970 Edition.
BID70000ZZ0701f

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

SCOTT F. BOARDMAN, PAUL E. PLUNKETT, ROBIN W. FARONE, RICHARD S. SMITH, PETER J. RICKER,

BRIAN J. ATTCHISON, MATTHEW J. CAMPBELL, T. IAN SUTERLAND, AND JOANNE VanDYK

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 8th day of November, 20 23

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

APPENDIX A

STATE OF VERMONT
AGENCY OF TRANSPORTATION

November, 1985
CA-109

CONTRACTOR'S EEO CERTIFICATION FORM

Certification with regard to the Performance of Previous Contracts of Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports.

The bidder X, proposed subcontractor _____, hereby certifies that he/she has X, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246 as amended, and that he/she has X, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

<u>S.D. Ireland Brothers Corp.</u>	<u>RANDY LACRAMBOISE</u>	<u>VICE PRESIDENT</u>
Company	By	Title

NOTE: The above certification is required by the Equal Employment Opportunity regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt.) Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration, or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

APPENDIX B

CA-91

STATE OF VERMONT
AGENCY OF TRANSPORTATION
DEBARMENT AND NON-COLLUSION AFFIDAVIT

I, RANDI LAFRAMBOISE, representing
(Official Authorized to Sign Contracts)
J.D. Ireland Brothers Corporation of Wilmington, VT
(Individual, Partnership or Corporation) (City or State)

being duly sworn, depose and certify under the penalties of perjury under the laws of the State of Vermont and the United States that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid for the Vermont project:

SCHIFFILLITI PATH BURLINGTON TAP TAZO(11)
(Project Name)

TAZO(11) project located on _____
(Project Number) (Route or Highway)

bids opened at BURLINGTON VT
(Town or City)

Vermont on NOVEMBER 13, 2023.
(Date)

I further depose and certify under the penalties of perjury under the laws of the State of Vermont and the United States that except as noted below said individual, partnership or corporation or any person associated therewith in any capacity is not currently, and has not been within the past three (3) years, suspended, debarred, voluntarily excluded or determined ineligible by any Federal or State Agency; does not have a proposed suspension, debarment, voluntary exclusion or ineligibility determination pending; and has not been indicted, convicted, or had a civil judgement rendered against (it, him, her, them) by a court having jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions: X No _____ Yes. (If yes complete back of this form.)

Sworn to before me this

13 day of November, 2023

J.D. Ireland Brothers Corporation L.S.
(Name of Individual, Partnership or Corporation)

[Signature] L.S.
(Signature of Official Authorized to Sign Contracts)

[Signature]
(Notary Public) 157.0009453

RANDI LAFRAMBOISE L.S.
(Name of Individual Signing Affidavit)

(My commission expires 11/31/25)

VP L.S.
(Title of Individual Signing Affidavit)

APPENDIX B

Page 2

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administration sanctions.

EXCEPTIONS:

RFP/PROJECT NAME & NUMBER:

DATE:

WORKER CLASSIFICATION COMPLIANCE REQUIREMENT

Self Reporting
Form 1 of 2

This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

The Vermont Agency of Transportation, in accordance with Section 32 of Act 54 (2009), as amended by Section 17 of Act 142 (2010) and further amended by Section 6 of Act 50 (2011), and for total projects costs exceeding \$250,000.00, requires bidders comply with the following provisions and requirements.

Bidder is required to self report the following information relating to past violations, convictions, suspensions, and any other information related to past performance and likely compliance with proper coding and classification of employees. The Agency of Transportation is requiring information on any incidents that occurred in the previous 12 months. Attach additional pages as necessary. If not applicable, so state.

Summary of Detailed Information	Date of Notification	Outcome
NOT APPLICABLE		

WORKER CLASSIFICATION COMPLIANCE REQUIREMENT: Bidder hereby certifies that the company/individual is in compliance with the requirements as detailed in Section 32 of Act 54(2009), as amended by Section 17 of Act 142 (2010) and further amended by Section 6 of Act 50 (2011).

Date: 11/7/2023Name of Company: J.D. Ireland Brothers CorpContact Name: Randy LaFramboiseAddress: 193 INDUSTRIAL AVENUETitle: VPWILUSTON, VT 05495Phone Number: 802-316-6000E-mail: randy@jdirland.comFax Number: 802-860-1528By: [Signature]Name: Randy LaFramboise

Signature (Request/Report Not Valid Unless Signed) *

(Type or Print)

*Form must be signed by individual authorized to sign on the bidder's behalf.

DO NOT WRITE IN THIS SPACE – AGENCY USE ONLY

VDOL CHECKED RE: ACT 54 2009, AND AMENDMENTS ☐

BID FORM
Schifilliti Park Multi-Use Pathway
BURLINGTON TAP TA20(11)

Proposal of J Hutchins, Inc.

(hereinafter called Bidder), organized and existing under the laws of the State of
Vermont doing business as
Corporation

(a corporation, a partnership, of an individual)

To the City of Burlington, Vermont (hereinafter called Owner)

The Bidder represents that this bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. The bidder has not directly or indirectly induced or solicited any other bidder to submit a false bid. Bidder has not solicited or induced any person, firm or corporation to refrain from bidding and the bidder has not sought by collusion to obtain for himself any advantage over any other bidder or Owner.

It is essential that all forms that require signature as part of the final Bid Submission be filled out and signed or the Bid itself will be invalid:

- Contractors EEO Certification Form CA-109 – Appendix A
- Debarment & Non-Collusion Affidavit CA-91 – Appendix B
- Worker Classification Compliance Requirement (Prime Contractor) – Appendix C

The undersigned bidder proposed and agrees, if this bid is accepted, to enter into an agreement with Owner to furnish all materials and to complete all work as specified or indicated in the Contract Documents for the contract price and within the contract time indicated in this bid and in accordance with the Contract Documents.

Bidder hereby agrees to commence Work under this contract on the date of issuance of the Notice to Proceed and that the Final Completion date for this contract is September 13, 2024.

Bidder acknowledges receipt of the following Addenda:

Addendum #1, November 11, 2023

Bid Form

Bidder agrees to perform all the Work described in the Contract Documents for the following schedule of prices. Unqualified bids will not be accepted.

VTrans ITEM #	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
203.15	Common Excavation				
		CY	300	\$ 35.00	\$ 10,500.00
	Unit Price in Words	Thirty Five Dollars and Zero Cents			
203.30	Earth Borrow				
		CY	50	\$ 20.00	\$ 1,000.00
	Unit Price in Words	Twenty Dollars and Zero Cents			
203.31	Sand Borrow				
		CY	100	\$ 55.00	\$ 5,500.00
	Unit Price in Words	Fifty Five Dollars and Zero Cents			
204.20	Trench Excavation of Earth				
		CY	110	\$ 15.00	\$ 1,650.00
	Unit Price in Words	Fifteen Dollars and Zero Cents			
210.10	Coarse-Milling Bituminous Pavement				
		SY	80	\$ 26.00	\$ 2,800.00
	Unit Price in Words	Twenty Six Dollars and Zero Cents			
301.25	Subbase of Crushed Gravel, Coarse Graded				
		CY	180	\$ 65.00	\$ 11,700.00
	Unit Price in Words	Sixty Five Dollars and Zero Cents			
301.26	Subbase of Crushed Gravel, Fine Graded				
		CY	40	\$ 70.00	\$ 2,800.00
	Unit Price in Words	Seventy Dollars and Zero Cents			

Bid Form

404.65 Emulsified Asphalt

	CWT	3	\$ 73.00	\$ 219.00
Unit Price in Words	Seventy Three Dollars and Zero Cents			

601.0910 15" CPEP

	LF	18	\$ 65.00	\$ 1,170.00
Unit Price in Words	Sixty Five Dollars and Zero Cents			

604.20 Precast Reinforced Concrete Catch Basin with Cast Iron Grate

	EACH	1	\$ 5,700.00	\$ 5,700.00
Unit Price in Words	Five Thousand, Seven Hundred Dollars and Zero Cents			

604.42 Changing Elevation of Sewer Manholes

	EACH	1	\$ 1,000.00	\$ 1,000.00
Unit Price in Words	One Thousand Dollars and Zero Cents			

605.10 Underdrain Pipe, 6 Inches

	LF	230	\$ 45.00	\$ 10,350.00
Unit Price in Words	Forty Five Dollars and Zero Cents			

618.10 Portland Cement Concrete Sidewalk, 5 Inch

	SY	135	\$ 85.00	\$ 11,475.00
Unit Price in Words	Eighty Five Dollars and Zero Cents			

618.30 Detectable Warning Surface

	SF	50	\$ 46.00	\$ 2,300.00
Unit Price in Words	Forty Six Dollars and Zero Cents			

630.15 Flaggers

	HR	80	\$ 54.00	\$ 4,320.00
Unit Price in Words	Fifty Four Dollars and Zero Cents			

635.11 Mobilization/Demobilization

LS 1 \$ 43,500.00 \$ 43,500.00

Unit Price in Words Forty Three Thousand, Five Hundred Dollars and Zero Cents

641.11 Traffic Control, All-Inclusive

LS 1 \$ 37,300.00 \$ 37,300.00

Unit Price in Words Thirty Seven Thousand, Three Hundred Dollars and Zero Cents

646.311 Crosswalk Marking, Waterborne Paint

LF 24 \$ 75.00 \$ 1,800.00

Unit Price in Words Seventy Five Dollars and Zero Cents

649.31 Geotextile Under Stone Fill

SY 700 \$ 4.00 \$ 2,800.00

Unit Price in Words Four Dollars and Zero Cents

651.15 Seed

LB 20 \$ 13.00 \$ 260.00

Unit Price in Words Thirteen Dollars and Zero Cents

651.18 Fertilizer

LB 120 \$ 6.00 \$ 720.00

Unit Price in Words Six Dollars and Zero Cents

651.20 Agricultural Limestone

TON 0.50 \$ 100.00 \$ 50.00

Unit Price in Words One Hundred Dollars and Zero Cents

651.35 Topsoil

CY 130 \$ 85.00 \$ 11,050.00

Unit Price in Words Eighty Five Dollars and Zero Cents

656.85 Tree Protection

LS 1 \$ 200.00 \$ 200.00

Unit Price in Words Two Hundred Dollars and Zero Cents

Bid Form

675.20 Traffic Sign, Type A SF 17 \$ 40.00 \$ 680.00
 Unit Price in Words Forty Dollars and Zero Cents

675.341 Square Tube Sign Post and Anchor LF 36 \$ 35.00 \$ 1,260.00
 Unit Price in Words Thirty Five Dollars and Zero Cents

675.50 Removing Signs EACH 2 \$ 20.00 \$ 40.00
 Unit Price in Words Twenty Dollars and Zero Cents

675.60 Resetting Signs EACH 2 \$ 45.00 \$ 90.00
 Unit Price in Words Forty Five Dollars and Zero Cents

678.23 Wired Conduit LF 140 \$ 51.00 \$ 7,140.00
 Unit Price in Words Fifty One Dollars and Zero Cents

678.25 Pull Box, Standard EACH 3 \$ 2,080.00 \$ 6,240.00
 Unit Price in Words Two Thousand, Eighty Dollars and Zero Cents

679.46 Street Light Assembly EACH 2 \$ 12,000.00 \$ 24,000.00
 Unit Price in Words Twelve Thousand Dollars and Zero Cents

900.645 Special Provision (Remove and Reset Timber Rail) 6,000.00 \$ 6,000.00
 LS 1 \$
 Unit Price in Words Six Thousand Dollars and Zero Cents

900.645 Special Provision (Erosion Control) 10,000.00 \$ 10,000.00
 LS 1 \$
 Unit Price in Words Ten Thousand, Dollars and Zero Cents

900.680 Special Provision (Bituminous Concrete Pavement, Small Quantity)

	TON	60	\$	250.00	\$	15,000.00
Unit Price in Words	Two Hundred Fifty Dollars and Zero Cents					

	Total Base Bid	\$	239,894.00
Total Base Bid Written	Two Hundred Thirty Nine Thousand, Eight Hundred Ninety		
	Four Dollars and Zero Cents		

The lowest responsive and responsible bidder will be determined by the **Total Base Bid.**

The above unit prices shall include all labor, materials, removal, overhead, profit, insurance, etc. to cover the finished work as specified within the Contract Documents.

By submitting this bid, a bidder certifies that it shall report in writing to the municipality any errors or inconsistency discovered in the plans, proposal, specifications, or proposal documents immediately upon discovery.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

J Hutchins, Inc.

Contractor

Chris Belanger



By

PM / Estimator

Title

88 Rogers Lane

Business Address

Richmond

Vermont

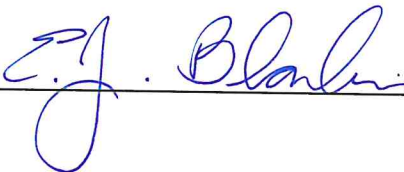
City

State

November 13, 2023

Date

ATTEST



LS = lump sum

EA = each

SY = square yard

SF = square feet

CWT = hundredweight

GAL = gallon

HR = hour

LU = lump unit

CY = cubic yard

LF = linear foot

TON = ton

MGAL = thousand gallons

LB = pound

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we,

J. Hutchins, Inc.

as Principal, (hereinafter called the "Principal"), and Swiss Re Corporate Solutions America Insurance Corporation
1200 Main Street, Suite 800, Kansas City, MO 64105, a corporation duly organized under the laws
of the State of Missouri, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto
City of Burlington, 645 Pine Street, Burlington, VT 05401

as Oblige, (hereinafter called the "Obligee"), in the sum of five percent of attached bid
Dollars (\$ 5% of attached bid), for the payment of which sum well and truly to be made, the said Principal
and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

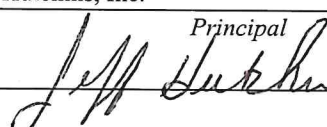
WHEREAS, the Principal has submitted a bid for
Schifilliti Park Multi-Use Pathway
Burlington TAP TA20(11)

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a contract
with the Oblige in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding
or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
into such contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith
contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise
to remain in full force and effect.

Signed and sealed this 13th day of November A.D., 2023

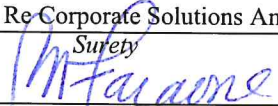


Witness

{ J. Hutchins, Inc.
Principal
 (SEAL)



Leo Wrighton
Witness

Swiss Re Corporate Solutions America Insurance Corporation
Surety
By  (SEAL)
Robin W. Faraone, Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions America Insurance Corporation vouches that the language in the document conforms exactly to the language
used in AIA Document A-310, February 1970 Edition.
BID70000ZZ0701f

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

SCOTT F. BOARDMAN, PAUL E. PLUNKETT, ROBIN W. FARONE, RICHARD S. SMITH, PETER J. RICKER,
BRIAN J. ATTCHISON, MATTHEW J. CAMPBELL, T. IAN SUTERLAND, AND JOANNE VanDYK

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 13th day of November, 20 23.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

APPENDIX A

STATE OF VERMONT
AGENCY OF TRANSPORTATION

November, 1985
CA-109

CONTRACTOR'S EEO CERTIFICATION FORM

Certification with regard to the Performance of Previous Contracts of Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports.

The bidder x, proposed subcontractor _____, hereby certifies that he/she has x, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246 as amended, and that he/she has x, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

J Hutchins, Inc

Company

Chris Belanger


By

PM / Estimator

Title

NOTE: The above certification is required by the Equal Employment Opportunity regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt.) Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration, or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

APPENDIX B

CA-91

STATE OF VERMONT AGENCY OF TRANSPORTATION DEBARMENT AND NON-COLLUSION AFFIDAVIT

I, Chris Belanger, representing
(Official Authorized to Sign Contracts)
J Hutchins, Inc. of Vermont,
(Individual, Partnership or Corporation) (City or State)

being duly sworn, depose and certify under the penalties of perjury under the laws of the State of Vermont and the United States that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid for the Vermont project:

Schifillity Multi Use Path, Burlington TAP TA20(11)
(Project Name)
TAP TA20(11) project located on Goose Court
(Project Number) (Route or Highway)

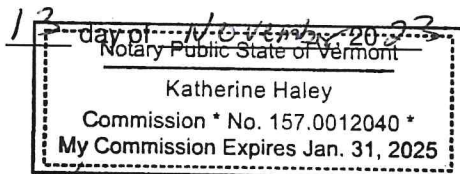
bids opened at 645 Pine Street Suite B, Burlington, VT
(Town or City)

Vermont on November 13, 2023.
(Date)

I further depose and certify under the penalties of perjury under the laws of the State of Vermont and the United States that except as noted below said individual, partnership or corporation or any person associated therewith in any capacity is not currently, and has not been within the past three (3) years, suspended, debarred, voluntarily excluded or determined ineligible by any Federal or State Agency; does not have a proposed suspension, debarment, voluntary exclusion or ineligibility determination pending; and has not been indicted, convicted, or had a civil judgement rendered against (it, him, her, them) by a court having jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions: X No Yes. (If yes complete back of this form.)

Sworn to before me this



Katherine Haley
(Notary Public)

(My commission expires 1/31/25)

Chris Belanger L.S.
(Name of Individual, Partnership or Corporation)

Chris Belanger L.S.
(Signature of Official Authorized to Sign Contracts)

(Name of Individual Signing Affidavit)

(Title of Individual Signing Affidavit)

APPENDIX B

Page 2

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administration sanctions.

EXCEPTIONS:

RFP/PROJECT NAME & NUMBER:

DATE:

WORKER CLASSIFICATION COMPLIANCE REQUIREMENT

Self Reporting
Form 1 of 2

This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

The Vermont Agency of Transportation, in accordance with Section 32 of Act 54 (2009), as amended by Section 17 of Act 142 (2010) and further amended by Section 6 of Act 50 (2011), and for total projects costs exceeding \$250,000.00, requires bidders comply with the following provisions and requirements.

Bidder is required to self report the following information relating to past violations, convictions, suspensions, and any other information related to past performance and likely compliance with proper coding and classification of employees. The Agency of Transportation is requiring information on any incidents that occurred in the previous 12 months. Attach additional pages as necessary. If not applicable, so state.

Summary of Detailed Information	Date of Notification	Outcome
None	N/A	N/A

WORKER CLASSIFICATION COMPLIANCE REQUIREMENT: Bidder hereby certifies that the company/individual is in compliance with the requirements as detailed in Section 32 of Act 54(2009), as amended by Section 17 of Act 142 (2010) and further amended by Section 6 of Act 50 (2011).

Date: November, 13, 2023

Name of Company: J Hutchins, Inc

Contact Name: Chris Belanger

Address: 88 Rogers Lane

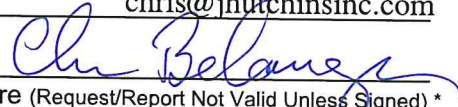
Title: PM / Estimator

Richmond, VT 05477

Phone Number: 802-434-3500

E-mail: chris@jhutchinsinc.com

Fax Number: 802-434-3002

By: 
Signature (Request/Report Not Valid Unless Signed) *

Name: Chris Belanger

(Type or Print)

*Form must be signed by individual authorized to sign on the bidder's behalf.

DO NOT WRITE IN THIS SPACE – AGENCY USE ONLY

VDOL CHECKED RE: ACT 54 2009, AND AMENDMENTS ☐

CORPORATE RESOLUTION
OF

J. Hutchins, Inc. DBA Landshapes

(Print or Type Name of Corporation)

RESOLVED, that it is desirable and in the best interest of this Corporation that its securities be qualified or registered for sale in various states; that the President or any Vice-President and the Secretary or an Assistant Secretary hereby are authorized to determine the states in which appropriate action shall be taken to qualify or register for sale all or such part of the securities of this Corporation as said officers may deem advisable; that said officers are hereby authorized to perform on behalf of this Corporation any and all such acts as they may deem necessary or advisable in order to comply with the applicable laws of any such states, and in connection therewith to execute and file all requisite papers and documents, including, but not limited to, applications, reports, surety bonds, irrevocable consents and appointments of attorneys for service of process; and the execution by such officers of any such paper or document or the doing by them of any act in connection with the foregoing matters shall conclusively establish their authority therefor from this Corporation and the approval and ratification by this Corporation of the papers and documents so executed and the action so taken.

This 3rd day of January, 20 23

Applicant: Chris Belanger

By:

(Authorized Corporate Officer Signature)

Jeff Hutchins, President

(Print or Type Name & Title)

State of Vermont

County of Chittenden

The undersigned, Chris Belanger, being first duly sworn, deposes and says:
That he/she has executed the foregoing application for and on behalf of the applicant named therein; that he/she is Project Manager/Estimator of such applicant and is fully authorized to execute and file such application; that he/she is familiar with such application; and that to the best of his/her knowledge, information and belief, the statements made in such application are true, and the documents submitted therewith are true copies of the originals thereof. This said resolution has not been amended or repealed and remains in full force and effect as January 3, 2023.

Chris Belanger
(Authorized Signature)

Subscribed and sworn to before me this
22 day of August, 20 23

Margaret A. Cyr
(Notary Public)

State of Vermont

My Commission Expires: 01/31/2025
(Notarial Seal)

Margaret A. Cyr
Notary Public State of Vermont
Commission No. 157.0014202
Commission Expires: 1/31/2025

Board of Finance and City Council Submission Checklist

Department: Parks & Recreation Submitter: Max Madalinski

Title/Subject: Schifilliti Park Pathway – Construction Contract

	Approval:	Meeting Date:
☐	Board of Finance	
☐	City Council	
☒	Concurrent	12/18/2023

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	12/8/2023	Sophie Sauvé is filling in for this submittal due to the recusal of Director Wight from this project.
Mayor's Office informed and approved memo	Yes	12/13/2023	Jordan Redell
Board/Commission, if required	N/A		
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	12/12/2023	Hayley McClenahan; final contract review will take place before signing
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	12/12/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	12/8/2023	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?	No	Click or tap here to enter text.
Additional Materials, if necessary	Yes	Engineer's Review of Bids
Draft Resolution or Motion?	Yes	Included in memo
If for submission to Council, are sponsors identified?	No	Click or tap here to enter text.



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

MEMORANDUM

TO: Board of Finance/City Council

FROM: Julia Ursaki, PE, Public Works Transportation Engineer
Laura Wheelock, PE, Senior Public Works Engineer

DATE: December 18, 2023

CC: Chapin Spencer, Director of Public Works
Norman Baldwin, PE, Assistant Director of Public Works/City Engineer
James Sherrard, PE, Stormwater Program Manager

RE: Old North End Greenway VTrans Grant Acceptance #CA0825

Request:

The Department of Public Works ("DPW") is requesting Board of Finance and City Council approval for the City to accept the Vermont Agency of Transportation (VTrans) Bicycle & Pedestrian Program Small Scale Grant for Old North End Greenway Construction. The grant amount is \$75,000 to be paid upfront by the City of Burlington and then reimbursed by VTrans, with a local match of \$166,000 in city funds for a total project budget of \$241,000.

Background of the Old North End Greenway

The Board of Finance and City Council authorized the Director of Public Works to execute the VTrans Project Commitments Form on September 18, 2023.

This 1.5 mile greenway is built along a series of quiet residential streets through the heart of Burlington's Old North End Neighborhood. This corridor was a key identified community need in Burlington's comprehensive 2017 plan BTV Walk/Bike plan. This corridor acts as a key East-West bikeway across the city – providing a safe and low-stress / low traffic route between numerous destinations across downtown, UVM, and North Ave.

This facility is built along a series of quiet streets where bike lanes, sharrows, and signage clearly illustrate the intended city scale connectivity. The low traffic speeds are encouraged through a series of (currently temporary) curb extensions through the corridor, narrowing roadway widths and diverting automotive through traffic to nearby collector roadways. This project will replace all current temporary facilities with permanent ones. Funding will replace planters, bollards, and paint with physical curb extensions and rain gardens/bioretention systems. There will be no change in on-street parking along the corridor from the current conditions.

Planning, engineering design, and quick build installation have already been completed for the Old North End Greenway. This shovel-ready project was awarded funding from the VTrans Bicycle and Pedestrian Program Small Scale Grant, which comes from state funding only (no federal dollars), allowing the project to advance quickly to construction and avoiding costly and time-consuming federal permitting and processes. Design and contract documents have already been developed, and we anticipate construction of this project within the next two years.

Funding for the Old North End Greenway

The total project budget is \$241,000. The funding for this project comes from VTrans Municipal Assistance Bureau Bicycle and Pedestrian Program Small Scale Grant and the local City funded match coming from Transportation Capital funds, as well as a portion from the Stormwater program to support the construction of two bioretention systems.

- VTrans is providing \$75,000
- Transportation Capital is providing \$157,000
- Stormwater Program is providing \$9,000 to support the construction of two bioretention systems

Transportation Capital has the capacity to fund this project with budgeted funds previously approved through the annual budget process by both the Capital Committee and the City Council in fiscal year 2024 from the March 2022 General Obligation bond.

Attachments

1. VTrans Cooperative Agreement #CA0825

Motions

Actions for Board of Finance:

To approve and recommend that the City Council authorize the Director of Public Works to execute the Vermont Agency of Transportation Grant Agreement #CA0825 for the Old North End Greenway construction in the amount of \$75,000, obligating the City to commit a local match of \$166,000 of the total project budget of \$241,000, subject to approval by the City Attorney's Office.

Actions for City Council:

To authorize the Director of Public Works to execute the Vermont Agency of Transportation Grant Agreement #CA0825 for the Old North End Greenway construction in the amount of \$75,000, obligating the City to commit a local match of \$166,000 of the total project budget of \$241,000, subject to approval by the City Attorney's Office.

STATE OF VERMONT STANDARD GRANT AGREEMENT

Part 2 – Grant Agreement

1. Parties: This is a Grant Agreement for the advancement of a transportation project between the State of Vermont, Agency of Transportation (hereinafter called “State”), and **City of Burlington**, a **US Local Government**, with its principal place of business at **645 Pine Street, Suite A, Burlington, Vermont 05401**, (hereinafter called “Grantee”). It is the Grantee’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Grant is the advancement of a transportation project known as **Burlington ST BP24(2)**. A detailed description of the project and the services to be provided by the Grantee are described in Attachment A.
3. Award Details: Amounts, dates and other award details are as shown in the attached Grant Agreement Part 1 – Grant Award Detail. A detailed scope of work covered by this award is described in Attachment A.
4. High Risk: If at any time the Grantee or Subaward are determined to be high risk as per the State of Vermont, Agency of Administration, Bulletin No. 5, Policy for Grant Issuance and Monitoring, or 2 CFR §200.331, additional monitoring measures will be imposed in accordance with 2 CFR §200.207.
5. Prior Approvals: If approval by the Attorney General’s Office is required by the granting agency, neither this Grant nor any amendment to it is binding until it has been approved by the Attorney General’s Office.
 - Approval by the Attorney General’s Office is required.
 - Approval by the Secretary of Administration is not required.
 - Approval by the CIO/Commissioner DII is not required.
6. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.
7. Cancellation: This Grant may be cancelled by either party by giving written notice at least thirty (30) days in advance.
8. Attachments: This Grant Agreement consists of **18** pages including the following attachments which are incorporated herein:
 - Grant Agreement-Part 1 – Grant Award Detail
 - Attachment A – Description of Project and Scope of Work to be Performed by Grantee Attachment
 - B – Payment Provisions
 - Attachment C – Standard State Provisions for Contracts and Grants (12/15/2017)
 - Attachment D – Other Grant Agreement Provisions
 - Attachment E – DOT Standard Title VI Assurances and Non-Discrimination Provisions (DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E

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

STATE OF VERMONT
AGENCY OF TRANSPORTATION

GRANTEE:
CITY OF BURLINGTON

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Joe Flynn

Name: _____

Title: Secretary of Transportation

Title: _____

STATE OF VERMONT GRANT AGREEMENT				Part 1-Grant Award Detail			
SECTION I - GENERAL GRANT INFORMATION							
¹ Grant #: CA0825				² Original ☒ Amendment #			
³ Grant Title: Burlington ST BP24(2)							
⁴ Amount Previously Awarded: \$ 0.00		⁵ Amount Awarded This Action: \$ 75,000.00		⁶ Total Award Amount: \$ 75,000.00			
⁷ Award Start Date: 11/15/2023		⁸ Award End Date: 12/31/2025		⁹ Subrecipient Award: YES ☐ NO ☒			
¹⁰ Vendor #: 0000040096		¹¹ Grantee Name: City of Burlington					
¹² Grantee Address: 645 Pine Street, Suite A							
¹³ City: Burlington				¹⁴ State: VT		¹⁵ Zip Code: 05401	
¹⁶ State Granting Agency: Vermont Agency of Transportation						¹⁷ Business Unit: 08100	
¹⁸ Performance Measures: YES ☒ NO ☐		¹⁹ Match/In-Kind: \$ 75,000.00 Description: Required Local Match					
²⁰ If this action is an amendment, the following is amended: Amount: Funding Allocation: Performance Period: Scope of Work: Other:							
SECTION II - SUBRECIPIENT AWARD INFORMATION							
²¹ Grantee Identifier [UEI] #: NLQG6KK7791				²² Indirect Rate: 130.23 % (Approved rate or de minimis 10%)		²³ FFATA: YES ☐ NO ☒	
²⁴ Grantee Fiscal Year End Month (MM format): 6						²⁵ R&D:	
²⁶ Entity Identifier [UEI] Name (if different than VISION Vendor Name in Box 11):							
SECTION III - FUNDING ALLOCATION							
STATE FUNDS							
Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions			
General Fund	\$	\$	\$				
Special Fund	\$	\$	\$				
Global Commitment (non-subrecipient funds)	\$	\$	\$				
Other State Funds	\$ 0.00	\$ 75,000.00	\$ 75,000.00	Transportation Funds			
FEDERAL FUNDS (includes subrecipient Global Commitment funds)				Required Federal Award Information			
³¹ CFDA #	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Federal Award Date	³⁸ Total Federal Award
		\$	\$	\$			\$
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
		\$	\$	\$			\$
Federal Awarding Agency:		Federal Award Project Descr:					
		\$	\$	\$			\$
Federal Awarding Agency:		Federal Award Project Descr:					
		\$	\$	\$			\$
Federal Awarding Agency:		Federal Award Project Descr:					
		\$	\$	\$			\$
Federal Awarding Agency:		Federal Award Project Descr:					
		\$	\$	\$			\$
Federal Awarding Agency:		Federal Award Project Descr:					
		\$ 0.00	\$ 75,000.00	\$ 75,000.00			
SECTION IV - CONTACT INFORMATION							
STATE GRANTING AGENCY NAME: Peter Pochop TITLE: Project Manager PHONE: 802-477-3123 EMAIL: peter.pochop@vermont.gov				GRANTEE NAME: Chapin Spencer TITLE: Director of Public Works PHONE: 802-863-9094 EMAIL: cspencer@burlingtonvt.gov			

ATTACHMENT A
DESCRIPTION OF PROJECT AND
SCOPE OF WORK TO BE PERFORMED BY GRANTEE

1. Project Location and Description. The Project is described as follows:

City	Burlington
Location	Peru and Loomis Streets
Description	Old North End Greenway / Bike Lanes – Permanent Construction

2. Grantee Assumption of Full Responsibility for the Project. The Grantee assumes full and complete responsibility for any and all aspects relative to the development of the Project except for those items defined in this Grant Agreement for which the State retains responsibility.

3. Commencement of Work. Grantee shall not commence work on or incur expenses for the Project until receiving authorization to proceed from the State or upon execution of the Agreement, whichever occurs later.

4. Municipal Project Manager (MPM). All work for the Project will be performed by the Grantee or its duly authorized consultant in conformance with the latest update of the Municipal Assistance Bureau Guide document(s). The Grantee will designate a full-time employee, member of its legislative body, or other representative, as approved by the State to be the Municipal Project Manager (MPM) for the Project. The MPM will act on the authority granted by the Grantee.

5. Project Accounting. Grantee will establish and maintain a separate accounting for Project funds, payments, and receipts for the duration of this Grant Agreement.

6. Compliance with State and Local Requirements. Grantee will comply with the requirements of all state and local laws, ordinances and regulations applicable to the Project.

7. Utility and Railroad Relocation and Adjustments. Grantee agrees that any utility or railroad relocation costs deemed participating Project costs shall meet all applicable eligibility and financial requirements as stated in state laws, regulations, and policies.

8. Expeditious Pursuit of Project. Grantee will pursue the Project in an expeditious manner in conformance with the Project schedule agreed upon by the Grantee and the State. Changes found necessary by either party to this Grant Agreement or to the schedule for the Project will be brought to the attention of the other party as soon as possible so that mutual agreement can be achieved.

9. Hazardous Material Contamination. Responsibility for any contaminated materials within the Project area shall remain unaffected by this Grant Agreement as they are generally non-participating. The Grantee shall notify the State of the presence of and design alternatives for potential contaminated and/or hazardous waste sites located during the development or construction stage. Once the Grantee determines that contamination exists, whether obvious or established through testing, the Grantee shall notify the appropriate regulatory agency.

10. Assignment of State Representative. The State will assign a representative to act as its Project liaison with the Grantee.

11. Reviews by the State. The parties agree that, at the discretion of the State's Program Director, the State may inspect or review any work or aspect of the Project for any reason during the development of the Project.

**Vermont Agency of Transportation
Municipal Assistance Bureau
Grant Recipient
Project Commitments Form (PCF) – Small Scale Bike/Ped Program Project**

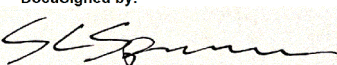
Grant Recipient (*Grantee*): City of Burlington

Project Name Old North End (ONE) Greenway Construction

Name of Municipal employee in *Responsible Charge* of this project regardless of any additional contracted management services: Julia Ursaki, Public Works Transportation Engineer

By signing at the bottom of this document, the *Grantee* agrees to the following:

1. We acknowledge that we are responsible for providing the local share of the project funding and commit to doing so.
2. We are ready to move forward with this project and will sign the grant agreement within one month of receiving it from the State of Vermont Agency of Transportation (VTrans).
3. Within 2 months of receiving a fully executed grant agreement from VTrans, we will begin the process of designing and seeking any needed permits for the project.
4. The *Grantee* shall keep the project moving with a goal of construction within 18 months of the date below.
5. We will submit reports at least quarterly that detail project progress.
6. We understand that a copy of this PCF will be appended to the grant agreement.

DocuSigned by:

16A952D842EF4B5...

Authorized municipal official (Name and Signature)

9/19/2023

Date

DS


9/19/2023

ATTACHMENT B
PAYMENT PROVISIONS

1. Funding Ratio. Up to the total available funds to the Grantee shown below, the State agrees to pay 50% of the total Project costs eligible for State participation, except for State's review costs, which will be borne 100% by the State. The State shall not be responsible for expenses incurred by the Grantee except as specified in this Agreement.

2. Non-Participating Costs. Work accomplished by the Grantee, and/or its consultant or contractor, which has been designated by the State as non-participating for purpose of financial reimbursement, shall be the sole responsibility of the Grantee. Examples of non-participating costs include elements outside the scope of work, utility work not related to the project scope, any work outside of the Project limits and approaches.

3. Compliance with Vermont Prompt Payment Act. To the extent it is applicable, Grantee, with respect to work performed pursuant to this Grant Agreement, agrees to comply with the provisions of the Vermont Prompt Payment Act (9 V.S.A. Chapter 102).

4. Reimbursement if Project Not Constructed due to Grantee. If at any time the Grantee no longer desires the improvements as specified for the Project, or if the Grantee fails to meet its obligation to construct the Project, then the Grantee shall promptly notify the State. As provided by 19 V.S.A. § 309c(a), the State shall consult with the Grantee about the Grantee's obligation to repay project costs. The Secretary of Transportation shall then make the final determination of the amount and schedule for the repayment that shall be made to the State by the Grantee, considering applicable laws and regulations. Pursuant to 19 V.S.A. §§ 5(d)(13) and 309c(b), within 15 days of the Secretary's determination, the Grantee may petition the Vermont Transportation Board for a hearing to determine whether the amount of the Grantee's repayment obligation as determined by the Secretary may be reduced.

5. Project Costs and Phases. The parties agree that the Grantee will perform all tasks and duties incidental to accomplishing the following Project development phases, where an amount of funding is indicated, in conformance with the schedule or amended schedule agreed upon by the parties: and that the State will pay the state share of all properly documented invoices from the Grantee for work incidental to the development of the Project up to the total available funds to the Grantee indicated below:

	Federal \$	State \$	Local \$	Total \$
Total Available Funds to Grantee*	\$0	\$75,000	\$75,000	\$150,000

*The amounts noted may not reflect expenditures that were covered under prior agreements or contracts.

6. Excess Costs. The parties agree that costs incurred by, at the direction of, or for the Grantee, when such costs exceed the total available funds to the Grantee indicated in Section 5, above, will not be eligible for state participation unless those costs have been incorporated into this Grant Agreement through a written amendment.

7. Allocation of Funds by STATE. On the basis of the Grantee's request for authorization to develop the Project, and subject to the availability of state funds, the State agrees to make available to the Grantee a sum not to exceed **\$75,000** in State funds as described in Section 5 above.

8. Payment of Invoices by the STATE. The State agrees to pay the Grantee the state shares of properly documented bills invoiced by the Grantee.

Invoices, which shall clearly reference the Project name and number, shall be sent to:

Name: **Peter Pochop, Project Manager**
Division: Municipal Assistance Program
Address: Vermont Agency of Transportation
219 North Main Street
Barre, VT 05641

9. Payment of Amounts Found Due by Audit. In the event an audit or inspection by a certified or registered public accountant or an authorized agent of the State reveals that monies are due and owing to the State from the Grantee, for whatever reasons, then the Grantee shall pay such sums to the State within thirty (30) days of written notification of the findings of such audit or inspection.

**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
OTHER GRANT AGREEMENT PROVISIONS

1. **Cost of Materials:** Grantee will not buy materials and resell to the State at a profit.
2. **Prior Approval/Review of Releases:** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Grantee under this grant agreement shall be approved/reviewed by the State prior to release.
3. **Ownership of Equipment:** Any equipment purchased by or furnished to the Grantee by the State under this grant agreement is provided on a loan basis only and remains the property of the State.
4. **Grantee's Liens:** Grantee will discharge any and all contractors' or mechanics' liens imposed on property of the State through the actions of subcontractors.
5. **State Minimum Wage:** The Grantee will comply with the state minimum wage laws and regulations, if applicable.
6. **Health Insurance Portability and Accountability Act (HIPAA):** The confidentiality of any health care information acquired by or provided to the Grantee shall be maintained in compliance with any applicable State or federal laws or regulations.
7. **Equal Opportunity Plan:** If it is required by the Federal Office of Civil Rights to have a plan, the Grantee must provide a copy of the approval of its Equal Opportunity Plan.
8. **Supplanting:** If required, the Grantee will submit a Certification that funds will not be used to supplant local or other funding.
9. **Construction.** The Grantee will construct the project using sound engineering practices and in accordance with plans defining the work. The latest editions of the following design guidance shall be used (as applicable):
 - a. VTrans Vermont State Design Standards
 - b. Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)
 - c. American Association of State Highway and Transportation Officials (AASHTO) Roadside Design Guide
 - d. AASHTO Guide for the Development of Bicycle Facilities
 - e. AASHTO Guide for Planning, Design and Operation of Pedestrian Facilities
 - f. AASHTO Guide for Design of Pavement Structures
 - g. AASHTO Specifications for Highway Bridges
 - h. U.S. Department of Justice rules implementing the Americans with Disabilities Act (ADA), 28 CFR Part 36)
10. **Permits.** Compliance with Permit Conditions. The Grantee will obtain all necessary permits and other approvals required to construct the Project and will be responsible for assuring that all permit or approval requirements are complied with during construction and, to the extent applicable, for the life of the project.

- 11. Damage to Abutters.** The Grantee will pay the total cost of any incidental damages that may be sustained by abutting or adjacent property owners or occupants as the result of construction of the project.
- 12. Acquisition of Additional Right-of-Way.** The Grantee will be responsible for obtaining additional right-of-way, if any, needed for the project. The cost of any such right-of-way shall be the responsibility of the Grantee.
- 13. Utility Relocations.** The Grantee will be responsible for making any necessary arrangements for utility relocations needed to accommodate the project. Please call Dig Safe at 1-800-DigSafe (www.digsafe.com). The cost of any improvements to existing utilities shall be the responsibility of the Grantee or the utility.
- 14. Traffic Control.** The Grantee will provide all traffic control necessary to assure the safe movement of traffic during construction.
- 15. Maintenance of Project Improvements.** The Grantee will maintain the completed project in a manner satisfactory to the State or its authorized representatives and shall make ample provisions each year for town highways and structures. In this regard, the Grantee acknowledges that its attention has been directed to Vermont Statutes Annotated, Title 19, Sections 304 (Duties of selectmen) and 310 (Highways, bridges and trails).
- 16. Cargo Preference Act Compliance (if applicable).** The contractor/recipient/Grantee is hereby notified that the Contractor and Subcontractor(s)/recipients and Grantees are required to follow the requirements of 46 CFR 381.7 (a)-(b), if applicable. For guidance on requirements of Part 381 – Cargo Preference – U.S. Flag Vessels please go to the following web link: <https://www.fhwa.dot.gov/construction/cqit/cargo.cfm>.

Assurance Appendix A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement

as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Assurance Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 *et seq.* and 49 C.F.R. § 303;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (102 Stat. 28.), (“....*which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.*”);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*), as implemented by 49 C.F.R. § 25.1 *et seq.*

Board of Finance and City Council Submission Checklist

Department: Public Works Submitter: Julia Ursaki

Title/Subject: Old North End Greenway VTrans Grant Acceptance #CA0825

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	12/18/2023

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	12/11/2023	Chapin Spencer
Mayor's Office informed and approved memo	Yes	12/13/2023	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	12/11/2023	Hayley McClenahan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	12/11/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	12/12/2023	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	VTrans grant agreement #CA0825
Additional Materials, if necessary	N/A	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Motion
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.

To: City of Burlington, City Council

From: Nic Longo, Director of Aviation
Larry Lackey, Director of Planning, Engineering and Environmental Compliance

Date: December 18, 2023

Subject: Request to Execute a 2023 ARPA Clean Water Fund – MS4 grant agreement
(Grant # 06140-ARPA-CWF-MS4-01)

REQUEST

The Patrick Leahy Burlington International Airport (“Airport” or “BTV”) seeks approval and authorization:

1. To Execute a 2023 ARPA Clean Water Fund – MS4 grant agreement (Grant # 06140-ARPA-CWF-MS4-01)

EXECUTIVE SUMMARY

1. Subject Matter: The subject matter of this Grant Agreement is to assist Municipal Separate Storm Sewer Systems (MS4) Communities with MS4 permit compliance to reduce the adverse impacts to water quality of a discharge or stormwater runoff, pursuant to the federal American Rescue Plan Act of 2021 and the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions.
2. Maximum Amount: In consideration of the scope of work to be performed, the State agrees to pay the Airport, in accordance with the payment provisions specified, a sum not to exceed \$459,698.
3. Procurement: The Airport certifies that for any equipment, supplies, and/or services outside of their organization, that they have and will continue to follow their procurement policy.
4. Ownership and Disposition of Assets: At the end of the grant term, the Airport will retain any pipes, valves, pumps, tanks, or other equipment installed under the grant agreement and described in the scope of work for the same use and intended purpose as outlined in this

agreement.

5. Source of Funds: ___ General X Federal X Other – State Clean Water Fund. \$325,826 \$133,872
6. Grant Term: The period of Airports performance shall begin upon date of execution, signified by the date of signature by the State, and end on September 30, 2026.
7. The grant would reimburse the airport eighty percent (80%) of eligible expenditures. The airport has on-going expenditures related to maintain and improve its stormwater infrastructure.

BENEFITS ANTICIPATED:

The Patrick Leahy Burlington International Airport will use these monies to help improve the stormwater capacity, design new treatment practices and fix existing stormwater infrastructure to help make sure that BTV stays in compliance with our various stormwater permits.

AIRPORT COMMISSION:

The Airport Commission reviewed the request at its December 6, 2023 meeting and voted to recommend to the City Council that the Director of Aviation be approved and authorized to execute a 2023 ARPA Clean Water Fund-MS4 grant agreement (Grant # 06140-ARPA-CWF-MS4-01) not to exceed the amount of \$459,698, with a 20% matching requirement, after review and approval by the City Attorney's Office.

PROPOSED MOTION:

“To approve and authorize the Director of Aviation to execute a 2023 ARPA Clean Water Fund – MS4 grant agreement (Grant # 06140-ARPA-CWF-MS4-01) not to exceed the amount of \$459,698, with a 20% matching requirement, after review and approval by the City Attorney’s Office.”

Board of Finance and City Council Submission ChecklistDepartment: Airport Submitter: H. DusablonTitle/Subject: ARPA Clean Water Fund Grant Agreement

	Approval:	Meeting Date:
☐	Board of Finance	
☐	City Council	
☒	Concurrent	12/18/23

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	12/1/2023	N. Longo
Mayor's Office informed and approved memo	Yes	12/11/2023	J. Redell
Board/Commission, if required	Yes	12/6/2023	
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	12/13/2023	K. Sturtevant
CAO has reviewed budget, financing, and memo	Yes	12/11/2023	K. Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

To: City of Burlington, City Council

From: Nicolas Longo, Director of Aviation

Date: December 18, 2023

Subject: Request to execute a Reinstatement of the First Amendment to the Cellular Antenna License Agreement with SprintCom, Inc.

REQUEST

The Patrick Leahy Burlington International Airport (“Airport” or “Leahy BTV”) seeks approval and authorization:

1. To Execute a Reinstatement of the First Amendment to the Cellular Antenna License Agreement with SprintCom, Inc.

EXECUTIVE SUMMARY

SprintCom Inc. had previously signed a term of lease agreement with Leahy BTV to have an operational antenna at the communications site located at 1080 Airport Drive, South Burlington, VT. The original term expired on April 22, 2021 and Sprint continued to occupy the communications site at sufferance. Both parties have agreed to reinstate the original agreement, so that SprintCom Inc. may continue their cellular service at Leahy BTV’s communication site. The terms of the proposed agreement will be extended for (5) years and will be ending on April 22, 2026.

AIRPORT COMMISSION:

The Airport Commission reviewed this request at its December 6, 2023 meeting. The Commission recommended that the City Council approve and authorize Mayor Weinberger to execute the reinstatement of and First Amendment to the original Cellular Antenna License Agreement with SprintCom, Inc., subject to review and approval from the City’s Attorney.

PROPOSED MOTION:

City Council:

"To approve and authorize Mayor Weinberger to execute the reinstatement of and First Amendment to the original Cellular Antenna License Agreement with SprintCom, Inc., subject to review and approval from the City's Attorney.

Board of Finance and City Council Submission Checklist

Department: Airport Submitter: H. Dusablon

Title/Subject: Lease Amendment to Cellular Antenna License Agreement with SprintCom, Inc.

	Approval:	Meeting Date:
☐	Board of Finance	
☐	City Council	
☒	Concurrent	12/18/23

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	12/1/2023	N. Longo
Mayor's Office informed and approved memo	Yes	12/11/2023	J. Redell
Board/Commission, if required	Yes	12/6/2023	
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	12/13/2023	K. Sturtevant
CAO has reviewed budget, financing, and memo	Yes	12/11/2023	K. Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

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

From: Nicolas Longo, Director of Aviation

Date: December 18, 2023

Subject: Request to purchase Two Ford F150 Lightnings and a Mach-E vehicle, and a budget neutral amendment.

Request:

The Patrick Leahy Burlington International Airport seeks approval and authorization:

1. To purchase two Ford F150 lightnings and one Mach-E in the total amount of \$183,862.
2. For a budget neutral amendment to the Fiscal Year 2023 Budget in the amount of \$54,284.

Executive Summary:

Background:

The airport recently sold a 2004 Chevy 3500, a 1993 Chevy 3500, and a 2000 GMC 3500 vehicle and tow-behind broom units. As pull vehicles for tow-behind broom units, the Chevy and GMC vehicles were previously pivotal pieces of the airport's fleet, providing snow removal in the winter and serving as maintenance vehicles in the summer. We upgraded our fleet to multi-function equipment (MFE) which have increased efficiency and perform a multitude of snow removal tasks simultaneously. For a period of time, the truck part of the obsolete tow-behind pull vehicles were used for mixed-use, but were aging and inefficient, so they are being replaced with EV vehicles. With the change in operational use, we are looking to downsize our carbon footprint while meeting vehicle replacement and sustainability plan and strategic goals. The new EV vehicles will have mixed use, performing, operations, maintenance, and administrative tasks.

Sourcing:

Leahy BTV put out an RFP for two EAWD pickup trucks and a 5-passenger EAWD vehicle.

Three bid packages were received. Lamoille Valley Ford provided the lowest price.

Supplier

Riley Ford
Lamoille Valley Ford
Heritage

EV Bid Prices

Disqualified – Vendor could not comply with vehicle delivery requirement listed in RFP.

\$182,862

\$193,574

Budget Amendment:

The airport budgeted for these vehicles in Fiscal Year 2024 but requests a budget neutral amendment to increase the admin cost center capital expenditure line item. The proposed budget amendment transfers Fiscal Year 2024 approved capital expenditure budget funds between the cost centers as needed. A budget neutral amendment is included below:

Org Set	GL Account	Account Name	Increase / (Decrease)
Expense - Increases			
400-35-000	9500_110	Capital Expenditures	\$ 54,284
Increases to Expenses			\$ 54,284
Expense - decreases (transfer to Admin Cost Center)			
400-35-431	9500_110	Capital Expenditures	\$ (35,211)
400-35-430	9500_110	Capital Expenditures	\$ (19,073)
Decreases to Expenses			\$ (54,284)

Airport Commission

The Airport Commission reviewed this request at its December 6, 2023 meeting. The Commission recommended that the Board of Finance and City Council approve and authorize the purchase from Lamoille Valley Ford of three vehicles in the total amount of \$183,862. Additionally, they recommend that the City Council approve a budget neutral amendment in the amount of \$54,284 to the Fiscal Year 2024 Airport budget.

Motions:

The Airport respectfully requests the following motions:

Board of Finance

1. "To approve and recommend that the City Council approve and authorize a purchase from Lamoille Valley Ford of three vehicles in the total amount of \$183,862."
2. "To approve and recommend that the City Council approve a budget neutral amendment in the amount of \$54,284 to the Fiscal Year 2024 Airport budget by increasing the amounts as described in the affiliated memorandum"

City Council:

1. "To authorize a purchase from Lamoille Valley Ford for three vehicles in the total amount of \$183,862."
2. To approve a budget neutral amendment in the amount of \$54,284 to the Fiscal Year 2024 Airport budget by increasing the amounts as described in the affiliated memorandum."

Thank you for your continued support.

Board of Finance and City Council Submission Checklist

Department: Airport Submitter: H. Dusablon

Title/Subject: Purchase of (2) Ford 150 Lightnings and (1) Mach-E Electric Vehicles

	Approval:	Meeting Date:
☐	Board of Finance	
☐	City Council	
☒	Concurrent	12/18/23

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	12/1/2023	N. Longo
Mayor's Office informed and approved memo	Yes	12/11/2023	J. Redell
Board/Commission, if required	Yes	12/6/2023	
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	12/13/2023	K. Sturtevant
CAO has reviewed budget, financing, and memo	Yes	12/11/2023	K. Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

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

From: Nicolas Longo, Director of Aviation

Date: December 18, 2023

Subject: Airport Equipment purchase over \$100,000; Toro Groundsmaster 5910-D rotary mower

Request:

The Patrick Leahy International Airport requests the purchase of a 16' wide 5910-D rotary mower in the amount of \$159,945.82.

Executive Summary:

The airport currently operates an aging 2007 Toro with a 16' mower deck with 4,400 hours of use and has a tier 2 emissions engine. The proposed mower is a tier 4, making it more energy efficient by reducing nitric oxides and particulate matter emissions. It is EPA tier 4 and stage 5 compliant. The two-speed drive mower improves hydraulic efficiency by operating in four-wheel drive settings which improve fuel economy. This will be used as a primary airfield mower.

Background:

The airport is required to maintain airfield grass to a certain height as part of its FAA-approved Wildlife Hazard Management Plan. Uniformity is maintained by BTV maintenance staff so that grass heights are consistent between 6-10 inches across the airfield to deter wildlife. The proposed mower will be used as a primary means of accomplishing FAA required grass heights. The Burlington International Airport Equipment Capital Improvement Plan identified the 2007 Toro unit as a critical need for replacement to provide the functionality and reliability that is required to maintain the vast grassy areas required to be maintained during the mowing season.

Sourcing:

An RFP was put out in August for pricing. It is 8-12 months out for delivery. Delivery is expected in Fiscal Year 2025. The Fiscal Year 2025 budget will include funds in the capital expense budget to pay for this new equipment.

Airport Commission

The Airport Commission reviewed this request at its December 6, 2023 meeting. The Commission unanimously recommended that the Board of Finance and City Council approve and authorize a purchase from Grassland Equipment & Irrigation for a 2023 Toro Groundsmaster 5910-D (T4) in the amount of \$159,945.82.

Motions:

The Airport respectfully requests the following motions:

Board of Finance

“To approve and recommend that the City Council approve and authorize a purchase from Grassland Equipment & Irrigation for a 2023 Toro Groundsmaster 5910-D (T4) in the amount of \$159,945.82.”

City Council:

“To authorize a purchase from Grassland Equipment & Irrigation Corp. in the amount of \$159,945.82.”

Thank you for your continued support.

Board of Finance and City Council Submission Checklist

Department: Airport Submitter: H. Dusablon

Title/Subject: Purchase of a 2023 Toro Groundsmaster 5910-D (T4) Mower

	Approval:	Meeting Date:
☐	Board of Finance	
☐	City Council	
☒	Concurrent	12/18/23

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	12/1/2023	N. Longo
Mayor's Office informed and approved memo	Yes	12/11/2023	J. Redell
Board/Commission, if required	Yes	12/6/2023	
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	12/13/2023	K. Sturtevant
CAO has reviewed budget, financing, and memo	Yes	12/11/2023	K. Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

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

From: Nicolas Longo, C.M, Director of Aviation
Marie J. Friedman, CPA, Director of Finance

Date: December 18, 2023

Subject: Request for Authorization of a Budget Neutral Amendment to the FY2024
Patrick Leahy Burlington International Airport AIP-142 Project Budget in the
Amount of \$3,453,000

Request:

The Patrick Leahy Burlington International Airport (Airport or BTV) seeks approval and authorization for a budget neutral amendment to the Fiscal Year (FY) 2024 BTV Airport Improvement Project Fund (AIP-142) to increase revenues and capital expenditures by \$3,453,000.

Summary:

The Airport received and executed AIP-142 FAA grant on September 13, 2022 for the Construction of Taxiway A Mill and Overlay. The Airport received authorization from the Airport Commission, Board of Finance and City Council in August of 2022. This authorization included accepting the grant and authorization to proceed with construction related contracts. Construction was planned to start in the spring of 2023 (FY23) with the majority of construction to occur in FY 2023. However, due to weather and coordination with other construction on the Airport's airfield, actual project construction began in July 2023 (FY24). The budget requested and approved for FY 2024 was based on construction occurring in FY 2023. Therefore, the FY 2024 budget is understated and needs to be amended.

This project consists of the rehabilitation of approximately 21,000 square yards of existing Taxiway A pavement between Taxiway C and Taxiway G. Additionally, the project will include the construction of a 20-foot asphalt shoulder to upgrade Taxiway A to increase safety standards on this taxiway, which is one of the most frequently used system at the airport. This also facilitates a beneficial improvement for winter operations and ease of snow removal. The project includes planning, data collection, permitting, design, production of bid documents, advertisement, and general administration for construction. This program will be

designed and constructed in accordance with the Federal Aviation Administration (FAA) Advisory Circular 150/5300-13B and the approved Airport Layout Plan (ALP).

The following components are included:

- Rehabilitate approximately 21,000 SY of existing taxiway (mill and overlay)
- Construction of approximately 4,000 SY (1,800' x 20') of taxiway shoulder pavement
- Installation of new taxiway edge lighting
- Airfield signage
- Other ancillary items

Budget Summary:

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

Org Set	GL Account	Account Name	Increase
Expenses			
427-35-700-906	9500_110	Capital Expenditures	\$ 3,453,000
Total Expenses			\$ 3,453,000
Revenues			
427-35-700-906	4875_125	Federal Grant Revenue	\$ 3,107,700
427-35-700-906	4875_135	State Grant Revenue	\$ 207,180
427-35-700-906	4990_400	Interfund Transfer Proceeds (local share)	\$ 138,120
Total Revenues			\$ 3,453,000

Airport Commission

The Airport Commission reviewed the request at its December 6, 2023 meeting and voted unanimously to recommend that the City Council and Board of Finance authorize a budget neutral amendment to the FY24 Patrick Leahy Burlington International Airport budget to increase Federal Grant Revenue by \$3,107,700, State Grant Revenue by \$207,180 and Interfund Transfer proceeds by \$138,120, and to increase Capital Expenditures by \$3,453,000, for a total increase of overall expenditures and revenues by \$3,453,000.

Motions:

Board of Finance:

“To approve and recommend that the City Council authorize a budget neutral amendment to the FY24 Patrick Leahy Burlington International Airport budget to increase Federal Grant Revenue by \$3,107,700, State Grant Revenue by \$207,180 and Interfund Transfer proceeds by \$138,120, and to increase Capital Expenditures by \$3,453,000, for a total increase of overall expenditures and revenues by \$3,453,000.”

City Council:

“To authorize a budget neutral amendment to the FY24 Patrick Leahy Burlington International Airport budget to increase Federal Grant Revenue by \$3,107,700, State Grant Revenue by \$207,180 and Interfund Transfer proceeds by \$138,120, and to increase Capital Expenditures by \$3,453,000, for a total increase of overall expenditures and revenues by \$3,453,000.”

Board of Finance and City Council Submission Checklist

Department: Airport Submitter: H. Dusablon

Title/Subject: Budget Neutral Amendment to FY24 BTV Airport Improvement Project Fund (AIP-142)

	Approval:	Meeting Date:
☐	Board of Finance	
☐	City Council	
☒	Concurrent	12/18/23

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	12/1/2023	N. Longo
Mayor's Office informed and approved memo	Yes	12/11/2023	J. Redell
Board/Commission, if required	Yes	12/6/2023	
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	12/13/2023	K. Sturtevant
CAO has reviewed budget, financing, and memo	Yes	12/11/2023	K. Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

MEMORANDUM

TO: City of Burlington, City Council

FROM: Fletcher Free Library – Mary Danko, Library Director

DATE: December 2, 2023

SUBJECT: Extension of Section IIIg of the Memorandum of Understanding between the Friends of the Fletcher Free Library and the Fletcher Free Library-City of Burlington

Background:

The Fletcher Free Library (FFL) has historically engaged in fundraising efforts in order to provide a high quality library experience for the residents of Burlington. Proceeds of these fundraising efforts are deposited into the FFL's operating budget and are an important part of the FFL's yearly income stream.

The Friends of the Fletcher Free Library (Friends) is a 501(c)(3) non-profit organization dedicated to supporting and furthering the mission the FFL. Through the years, the Friends has been a tremendous source of support for the library and has engaged in fundraising to raise financial support for FFL. Proceeds raised from the Friends fundraising have been used to pay for FFL programming, professional development, and other operational needs.

On October 24, 2018 FFL and the Friends entered into a Memorandum of Understanding ("MOU) in which the Friends take primary responsibility over fundraising efforts for the FFL. This arrangement created a dedicated fundraising team for the FFL and creates a number of benefits, including:

1. Prospective donors are more likely to give donations to a 501(c)(3) organization advocating for FFL
2. Donors can give anonymously to a 501(c)(3) organization
3. By directing fundraising efforts through one entity, donor outreach and donation collection will be simplified, coordinated, and more successful
4. The Friends can more easily honor restricted donations and honor donor intent

Section IIIg of the signed MOU states

Upon the Library's request, the Friends agrees to manage a capital campaign for the Library over the next 5 years. The Library may contribute non-monetary resources to the capital campaign. Funds raised in the capital campaign shall be placed in Friends' revenue accounts separate from other Friends monies. These funds will be donated to the Library and deposited into capital campaign account(s) established by the Library for that purpose. It is understood by both parties that if the Library requests that the Friends manage a capital campaign for the Library, an addendum or separate memorandum of understanding will be developed and signed to define the specifics of this arrangement.

Intervening circumstances – COVID-19, City obligations, etc... - have delayed commencement of a capital campaign. For this reason, FFL and the Friends wish to extend the timeframe of this section for a period of 10 years. The proposed addendum, replacing IIIg, is:

IIIg. Upon the Library's request, the Friends agrees to manage a capital campaign for the Library over the next 10 years, the timeframe commencing 24 October 2023. The Library may contribute non-monetary resources to the capital campaign. Funds raised in the capital campaign shall be placed in Friends' revenue accounts separate from other Friends monies. These funds will be donated to the Library and deposited into capital campaign account(s) established by the Library for that purpose. It is understood by both parties that if the Library requests that the Friends manage a capital campaign for the Library, an addendum or separate memorandum of understanding will be developed and signed to define the specifics of this arrangement.

The Library presented this request to the Parks, Arts & Cultural Committee on November 27th and they voted to support this request unanimously.

Request:

1. We respectfully request that the City Council approve the following motion:

To approve and authorize the Director of the Fletcher Free Library to execute an amendment to the October 24, 2018 Memorandum of Understanding with the Friends of the Fletcher Free Library to extend the timeframe over which the Friends agree to manage a capital campaign for the Library from a period of five years to ten years, commencing on October 24, 2023 and lasting until October 24, 2033.

**Agreement between the Friends of the Fletcher Library
and the Fletcher Free Library**

This Agreement is made between the Friends of the Fletcher Free Library ("the Friends"), a Vermont non-profit 501(c)(3) corporation with its principal place of business in Burlington, Vermont, and the Fletcher Free Library ("Library"), a department of the City of Burlington ("City"), Vermont, a municipal corporation organized under the laws of the state of Vermont.

Recitals

WHEREAS, the Friends is organized to support the mission and the work of the Fletcher Free Library in whatever way is deemed appropriate, including raising money for special projects and promoting the Library; and

WHEREAS, since the Friends' creation, the Library and the Friends have endeavored to work in a cooperative and supportive manner, recognizing both groups jointly promote the mission of the Library; and

WHEREAS, the parties have entered into this AGREEMENT to clarify the responsibilities of each party and foster and strengthen the relationship between the Library and the Friends.

NOW THEREFORE, in consideration of the mutual promises agreed to herein, the parties agree as follows:

I. Term: This Agreement shall begin on the date of execution and shall remain in effect until it is terminated by either party upon written notice delivered to the Library Director or the Friends' President by January 1 of any year to become effective on July 1 of that year. In the event of non-compliance by either party with any provision of this Agreement, written notice of non-compliance shall be sent to the other party with an explanation of the event or practice that the party believes does not comply with this Agreement. The noticed party shall, within sixty (60) days from receipt of the notice on non-compliance, either correct the non-compliance or show cause that the party is in compliance. In the event the party fails to comply within the 60-day time period, this Agreement may be terminated in accordance with this Agreement.

II. Library Responsibilities: The Library agrees to undertake the following responsibilities:

- a. The Library agrees to make the Friends aware of the goals and direction of the Library.
- b. The Library agrees to share with the Friends the Library's strategic initiatives at the beginning of each fiscal year and to discuss with the Friends how the Friends' resources and support might help forward these initiatives.
- c. The Library agrees to supply the Friends with the Library's budget each year in a form that indicates the Library's anticipated needs for the Friends' support of the Library.
- d. The Library and the Friends will assist each other on projects and tasks necessary to achieve their shared goals and purposes. The Library Director will solely direct the work of Library staff, who may perform duties necessary to supporting the shared goals and projects of the Library and

JCS 10/24/18
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the Friends, such as an annual appeal; a capital campaign; the administration of membership dues, donations, gifts, bequests, and grants; organizational financial processes; organizational reporting; meeting coordination and representation; the organization of fundraising events; and the development and distribution of promotional materials.

e. The Library agrees to provide the Friends with public space on the Library's premises for a year-round book stall, book sales during the year, and placement of membership brochures and promotional materials.

f. The Library agrees to provide the Friends with 'behind the scenes' space in the Library for book storage and sorting.

g. The Library shall, for those funds transferred by the Friends to the Library, account for them in accordance with City policies and procedures and notify the Friends on a timely basis regarding the use of such funds.

h. The Library Director is authorized to carry out the Library's obligations under this agreement.

i. In addition to the support listed above, the Library shall:

1. Allow the Friends to use the name, brand, and images of the Library for event marketing and community outreach purposes.

2. Allow the Friends to use space and equipment in the performance of the Friends' activities, subject to the prior approval of the Director or his or her designee.

3. Suggest and recommend donors and contributions to the Friends.

III. The Friends Responsibilities: The Friends agrees to undertake the following responsibilities:

a. The Friends agrees to publicly support the Library and its policies and shall abide by and comply with all laws related to the confidentiality of patron registration and transaction records.

b. The Friends agrees to have the Library Director or a designee as a non-voting presence at Friends' board meetings and to allow room on the agenda for a library report and other agenda items of interest.

c. The Friends agrees that any and all monies raised will be spent exclusively on library programs and services, and other Library-defined needs (including the Friends' administrative and operating needs) unless otherwise agreed to by both the Friends and the Library. In fiscal year 2019, and each year subsequent, the Library and the Friends will mutually agree on: 1) a dollar amount that the Friends will spend on behalf of the library; and 2) a dollar amount that the Friends will raise and donate to the Library's revenue accounts. The Friends' financial support for the Library will not be a replacement for City funding for the Library.

d. The Friends agrees that the Library administration has the final say in accepting or declining any and all gifts made to the Library.

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e. The Friends agrees to support grant proposals submitted by the Library under auspices of the Friends' tax exempt 501(c)(3) status. provided the proposals are in compliance with the regulations governing this status.

f. The Friends agrees to manage the annual appeal for the Library during the City's fiscal year. The Library may contribute non-monetary resources to the appeals. Funds raised in the annual appeal shall be placed in the Friends' revenue accounts. The monies raised, after the Friends pays the expenses associated with the appeal, shall thereafter be donated to the Library for deposit into the Library's revenue accounts for donations up to the amount mutually agreed upon annually in article III. c. above. Once the expenses associated with the appeal and the revenue budgeted in Library budget have been paid in full, additional monies raised remain in the Friends' revenue accounts for future investment in the Library.

g. Upon the Library's request, the Friends agrees to manage a capital campaign for the Library over the next 5 years. The Library may contribute non-monetary resources to the capital campaign. Funds raised in the capital campaign shall be placed in Friends' revenue accounts separate from other Friends monies. These funds will be donated to the Library and deposited into capital campaign account(s) established by the Library for that purpose. It is understood by both parties that if the Library requests that the Friends manage a capital campaign for the Library, an addendum or separate memorandum of understanding will be developed and signed to define the specifics of this arrangement.

h. The Friends agrees to issue the City of Burlington with an annual accounting, itemizing equipment purchased with Friends or grant funds during the Friends' fiscal year, with a short description of the equipment and its cost. The Friends shall provide a written stipulation and acknowledgement for all equipment purchased by the Friends and donated to the Library that upon donation the ownership of the equipment becomes the property of the City of Burlington (the Library).

i. The Friends makes the following representations and acknowledgements with regard to its operation, creation and purpose:

1. The Friends has been created and shall be operated for the duration of this agreement in support of the Library's mission and goals and it will support the plans of the Library.
2. The Friends will have for the duration of this agreement as its sole purpose the support of the mission and work of the Library.
3. The Friends will operate as a private legal entity separate from the Library. The Friends' officers, employees and volunteers are not and shall not become employees or subcontractors of the Library. The Friends understands and agrees that its officers, employees, and volunteers have no right to claim any benefits under the Burlington Employee Retirement System, or the City of Burlington's worker's compensation, health insurance, dental insurance, life insurance or any other employee benefit plan offered by the City.
4. The Friends will use sound fiscal and auditing procedures.

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5. The Friends will not interfere with the daily and regular operations and management of the Library.

6. The Friends will maintain its status as a tax-exempt, charitable organization under state and federal income tax laws to ensure that gifts and bequests received may qualify as deductible, charitable contributions for the donor.

j. The Friends shall keep on file with the Library updated copies of all enabling documents, including the tax exemption application letter to the IRS and all Federal and State tax information, the Articles of Incorporation, Bylaws and any amendments to these documents. The Friends shall include language substantially similar to the following clauses in its enabling documents:

Articles of Incorporation. In the event of its dissolution, the Friends' assets and records will be distributed to the Library, provided the City of Burlington remains qualified to receive tax-deductible charitable donations and gifts under relevant federal and state income tax laws;

Bylaws. The Bylaws shall provide that the Director of the Library shall be a non-voting ex-officio member of the Board.

k. The Friends shall carry the following insurance coverage:

Management Liability Coverage and/or Director and Officer Liability Coverage in the amount of \$1,000,000 each loss.

General Liability Coverage: Each Occurrence Limit: \$1,000,000

Personal and Advertising Injury Each Event: \$1,000,000

General Aggregate Limit: \$2,000,000

Products/Completed Operations Aggregate: \$2,000,000

Medical Payments Limits: \$5,000

The City of Burlington is to be named as an additional insured on the Friends' General Liability policy.

The Friends will have Non-Owned and Hired Auto Liability Coverage in the amount of \$1,000,000 Combined Single Limit.

l. As the Library and the Friends want to maintain the highest levels of accountability and stewardship, the Friends agrees to share information with the Library, as reasonably requested, develop reporting processes and institute compliance and auditing procedures that ensure donated funds are accounted for, expenditures are made in accordance with donors' wishes and reports are made to donors on the use of such funds.

m. The Friends agrees to make the following clear to prospective donors:

The Friends is a separate legal and tax entity organized for the purpose of supporting the Library. Responsibility for governance of the Friends, including investment of gifts and endowments,

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resides in the Friends' Board. Checks for charitable gifts to the Library should be made payable to the Friends. Gifts made for a designated purpose will be dedicated in their entirety to that purpose unless it is specifically stated by the donor that an administrative charge will be applied.

n. Donations to the Friends are public knowledge unless the donor specifically requests that personal information related to their donation is to be kept confidential.

o. The Friends agrees that prior to accepting gifts of any and all kinds, it will:

1. Obtain confirmation from the Library Director or the Director's designee that the director has the authority to receive gifts designated for specific purposes, and that an accepted gift will conform to the Library's master plans, mission, and philosophy, and all other applicable City, State, and Federal laws and regulations.

2. Coordinate its funding goals, programs, and campaigns with the Library.

3. Advise donors that any gift, grant, or contract that includes a financial or contractual obligation binding upon the City of Burlington must have prior concurrence in writing from the City's Board of Finance and City Council or their designees in accordance with any and all applicable City policies and delegations of authority.

p. The Friends shall conduct its investment procedures in accordance with prudent, sound practices to ensure that gift assets are protected and investments are managed with an aim to earn a reasonable return in conformance with the fiduciary responsibilities of the Friends' Board. Investments shall be consistent with the terms of the gift instrument, which shall be the responsibility of the Friends to interpret. Income from investments, net of administrative fees, shall be and where appropriate, as determined mutually by the Friends and the Library, donated to the Library.

q. Because private funds are raised to support public projects, the Friends will permit the City's Chief Administrative Officer and/or the Library Director or their designees to inspect all Friends' books and records, except to the extent such inspection violates rights to confidentiality, privacy, and confidential donor information.

r. The Library and the Friends shall have the right to conduct periodic compliance reviews of the use of donated funds. Their purpose will be to ensure that dispositions of donated funds have complied with the purposes and restrictions set forth by the donors and/or the Friends. The scope of the review and extent of testing will be mutually agreed upon in advance by the Library and the Friends. A written report of the results of such reviews shall be provided to each party.

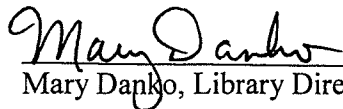
s. Funds received by the Library from the Friends shall only be accounted for as gifts when the appropriate donative intent is present. Amounts received solely in exchange for services or property shall not be accounted for as gifts.

IV. Other Provisions

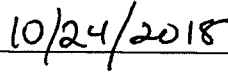
This Agreement represents the parties' entire agreement with respect to the matters specified herein. This Agreement shall be governed by and construed under and in accordance with the

laws of the State of Vermont. Venue for any actions arising under this Agreement shall be Burlington, Vermont. Any provision of the Agreement which is prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof.

For the Fletcher Free Library

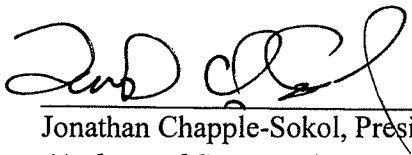


Mary Danko, Library Director
(Authorized Signature)

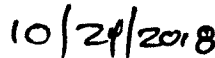


(Date)

For the Friends of the Fletcher Free Library



Jonathan Chapple-Sokol, President
(Authorized Signature)



(Date)

Board of Finance and City Council Submission Checklist

Department: Fletcher Free Library Submitter: Mary Danko

Title/Subject: MOU Extension between Friends of the Fletcher Free Library & City of Burlington

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☒	City Council	12/18/2023
☐	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	12/13/2023	Mary Danko
Mayor's Office informed and approved memo	Yes	12/13/2023	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	12/6/2023	Jared Pellerin
CAO has reviewed budget, financing, and memo	Yes	12/4/2023	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	No	Click or tap here to enter text.
Additional Materials, if necessary	Yes	Current MOU
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.

Lori Olberg

From: City of Burlington Vermont
Sent: Wednesday, December 13, 2023 1:07 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: Matt Carr

Reply to e-mail Address: majicmatty@hotmail.com

Subject: Kaffiyeh worn by Councilors at Meeting

Message: I would like to register a vehement complaint against City officials wearing a piece of clothing during a Council meeting and ask that they be censured or removed from office for such a violent display that makes many now feel unsafe in their own city. The kaffiyeh once a symbol of the bedouins is now the symbol of Palestinian hate and Hamas terrorists. It's a call to genocide of gays and Jews and for an organization and city that wants inclusion and political correctness, this call to violence is unacceptable. Would the Council accept a colleague wearing a Nazi uniform? A Grand Wizard robe? Or even a MAGA hat? I think not and I ask for an immediate removal from office of those violent offenders.

Submitted on Wednesday, December 13, 2023 - 13:06 from IP address: 2603:3005:2f68:8100:68e1:64ac:230c:5d78

Check IP address location: <https://viewdns.info/iplocation/?ip=2603:3005:2f68:8100:68e1:64ac:230c:5d78>

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

Lori Olberg

From: City of Burlington Vermont
Sent: Tuesday, December 12, 2023 10:34 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: Jordana

Reply to e-mail Address: jcc2321@tc.columbia.edu

Subject: Resolution 8.1

Message: Good morning,

I am a Muslim woman who grew up in Bakersfield, left for school, and returned home. I was in middle school at the start of the Iraq War, and, as such, I have grown up amidst anti-Muslim sentiment almost my entire life. My mom's side of the family is indigenous to this land. I also have Sudanese family, including someone who was forced to be a child-soldier in South Sudan. His children were first called the n-word in kindergarten here in the Burlington School District, and they have dealt with racism their whole lives since. I have friends who survived the Bosnian genocide and sought refuge here, and whom now see the same signs that preceded the Bosnian genocide here. My ex-husband's family are political-asylum-seekers from Bangladesh amidst the aftermath of the Pakistani genocide of the Bangladeshi people. He and his family hate it here because it is so racist and Islamophobic. I am an Anglo-settler with records that show my ancestors massacred a clan of indigenous people on this land, cut off their scalps, and brought them to Boston for the government-sponsored bounty. I am also an educator. I say all of this, because my family and I are not ignorant. We know settler-colonial violence when we see it. We know ethnic cleansing when we see it. We know genocide when we see it. We also know the white privilege and ignorance that upholds white supremacist culture when we see it.

I am deeply unsettled by the council's inability to pass Resolution 8.1 last night despite the overwhelming support by almost everyone who testified, and despite the fact that testimonies lasted for almost 5 hours. I was there. I have been trying to think about what was left unsaid that could have possibly helped you understand the devastating consequences of dehumanization and how including a ceasefire in the resolution was actually the most important part of the resolution. Without a bold statement like that, which finally humanizes the suffering we are experiencing as a community, and which can potentially have material consequences, then all you have left is empty words. Saying that you condemn hate is almost meaningless otherwise.

So what was missing from the testimony last night? What more did you need? All I can think of is how so many of my Muslim brothers and sisters who approved the resolution were too scared to come to city hall. I will say that many of us WERE there, though, and some of us testified. I want to take a moment to help you understand why not every one of my Muslim brothers and sisters who support the resolution were present, and why fewer of us testified despite being in support of the resolution.

There are two main reasons, both of which could have been alleviated with the passage of the resolution. The first reason is that many of us are scared for our lives. I don't mean scared of discomfort. I don't mean scared of public speaking. I mean scared that we are going to be shot in the street. This is not an unfounded fear given the fact that 3 Palestinians were just shot in the streets of Burlington for speaking Arabic and wearing kufiya. I have students who have stopped coming to school because they fear for their physical safety. Some of my friends have decided to hide the fact

that they are Muslim by changing the way that they dress. As a result of this violence in our hometown, we have leaned on our allies to try to speak up on our behalf. We were hoping that you would listen to them last night.

The second reason more Muslims were not present and did not testify is because many of us have already, repeatedly, tried telling you what we need, and we have been met with ridicule and dismissal. We have been speaking up for years, and have been ignored and even silenced. We have heard the Mayor time and again say that he “doesn’t know what to do” despite the fact that we have told him multiple times over. One of our asks was to pass this resolution. Yet again, we have been ignored. It is hard to imagine anyone who fears getting shot in the street wanting to risk going to an event where they will simply be ignored again.

Since you failed to pass Resolution 8.1 last night, clearly you still do not understand how it could help me and many others feel safer in this community. I will try to explain. The dehumanization that allows Palestinians to be murdered en masse abroad also dehumanizes Palestinians here. That, in itself, is already bad enough that you should want to support the resolution. However, it gets worse. Many people in this country and particularly in this state, due to the aforementioned dehumanizing messaging from the media and from our government leaders, can hardly tell Brown people apart, let alone who might be Palestinian. Similarly, many people here do not realize that many of the people who lived in historic Palestine were Christian, Jewish, secular-not-practicing, or other religions. This ignorance, perpetuated by the media and our government leaders with their continued dehumanization paints a very large swath of people in Burlington as potential targets of hate. Every Brown person, Muslim or not, is now a target. Just ask the Indians and the Sikhs who have been murdered and abused by white supremacists in this country. Every Muslim, Brown or not, is now a target. Just ask all the women who choose to honor their faith by wearing hijab and are consequently murdered and abused by white supremacists in this country. Add other marginalized identities on top of that, such as being Black or trans, and it gets even worse. By passing Resolution 8.1, you had the opportunity to change people’s perspectives by using your own privilege and authority as leaders to stand up against these ignorant and racist narratives. You had the opportunity to affirm our humanity and our right to life by saying that no innocent person should be killed anywhere. You had the opportunity to show us you have listened to our demands all these years and that we are indeed valued members of this community. And you have failed.

Let me be clear: as a Muslim, I am not afraid of our Jewish brothers and sisters here in Burlington. Many of us have very close relationships with our Jewish brothers and sisters. We recognize the same struggle in each other: the struggle against white supremacist culture. Both Islamophobia and Antisemitism stem from white supremacy. And it is the white supremacists enabled by your silence that we fear. By trying to turn marginalized groups against each other, white supremacists have protected themselves from blame. But as evidenced by so many of our Jewish allies who testified on behalf of the resolution last night, we will not be fooled. I will stand by my Jewish friends, just as they stand by me.

We must also recognize intersectionality, and the fact that there are certainly people who belong to religious minority groups who have internalized white supremacist ideas. This must be called out. Just because someone is a religious minority does not mean we are immune to internalizing white supremacist culture. An example of how this came out last night when one of the people testifying against the resolution claimed that passing it would “cause too much division” in our community. That is a false statement which stems from the white supremacist value of silence over confrontation, even in the face of violence. The division is already here. The hate is already here. Some of us are already being called terrorists and sand-n***** and being barked at out of cars as they drive by. Intimidating notes left of church doors and intimidation from the police. Students afraid to come to school. Students vowing to leave this state and never come back as soon as they graduate. Women removing their headscarves out of fear rather than choice. People of color do not usually stay in Vermont very long for a reason. 3 Palestinians were SHOT. Yet you think that the division is not already here? You think that calling for a ceasefire is what will CAUSE the division? White supremacists have always tried to turn marginalized groups against each other to avoid accountability for their own actions. White people have always centered their feelings over the lives of marginalized people. The division is HERE. The division has BEEN HERE. By calling for a ceasefire you are not creating MORE division—you are instead FINALLY standing up for the people who continued to be harmed by the divisions that already exist here and continue to be invisibilized for the sake of “niceness”.

I grew up in Vermont. I know white Vermont “niceness” well. I, like so many others, are telling you that this “niceness” is only “nice” to those who already have power and privilege. This “niceness” allows people who are not actually in danger to continue to feel comfortable while those who are actually in danger are left without help and are gaslit into thinking that, instead, we are the problem. When you failed to pass Resolution 8.1 last night, you sent a very clear message that you value your own comfort over our physical safety. Dehumanization of people abroad also dehumanizes people here. Denial of our loss and our suffering here further dehumanizes us. Valuing your comfort over our lives is shameful.

I hate that I am starting to question why I moved back to this state. This place is my home. I never expected this level of both violence and ignorance from the people in my community. How can we possibly hope to heal our community when our leaders can’t even recognize our right to live? I urge you to keep the ceasefire component of the resolution when you consider amendments. I urge you to be proactive in protecting us rather than only reactive. I urge you to use your privilege and your power to help save lives by affirming our humanity in the political sphere. I love this place, but I also want to know that I can raise my Muslim children here without needing to fear for our lives. If this place cannot affirm our human right to simply live, then I, like many others, will need to make the very difficult decision to move away. And I pray that is not what you want.

Sincerely,
Jordana

Submitted on Tuesday, December 12, 2023 - 10:34 from IP address: 2601:19b:c800:7010:e4d6:6236:ffe:2221

Check IP address location: <https://viewdns.info/iplocation/?ip=2601:19b:c800:7010:e4d6:6236:ffe:2221>

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

Lori Olberg

From: City of Burlington Vermont
Sent: Tuesday, December 12, 2023 11:56 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: MJ

Reply to e-mail Address: mjabajian@yahoo.com

Subject: human trash bigots and delusional destructive marxists

Message: The burlington city council has destroyed this city...they are they slime of humanity now...apparently they are virtue signaling again...with antisemitism Please do us all a favor....resign...all of you...and go straight to hell

Submitted on Tuesday, December 12, 2023 - 11:56 from IP address: 132.198.18.255

Check IP address location: <https://viewdns.info/iplocation/?ip=132.198.18.255>

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

FOR INFORMATION ONLY

Lori Olberg

From: NRB.Act250Essex@vermont.gov
Sent: Tuesday, December 12, 2023 12:47 PM
To: Nathan.Pion@champlainwater.org; joe.duncan@champlainwater.org; Karen Paul; Andrew Montroll; burlingtontownclerk; hriehle@sburl.com; jlouisos@sburl.com; permitting@ccrpcvt.org; NRB.Act250Essex@vermont.gov; hrees@southburlingtonvt.gov; anr.act250@vermont.gov; Stephanie.Monaghan@vermont.gov
Subject: 300033-16A Schedule G
Attachments: Schedule_G 300033-16A.pdf

Some people who received this message don't often get email from nrb.act250essex@vermont.gov. [Learn why this is important](#)

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

Please see attached Schedule G for Act 250 Application 300033-16A.

Act 250 District Office - Essex (District 4 Environmental Commission)

111 West Street
Essex Junction, VT 05452

Adriene Katz *NRB Technician*

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

FOR INFO ONLY - NO ACTION REQUIRED

Lori Olberg

From: Vermont Department of Housing and Community Development
<accd.cpr@vermont.gov>
Sent: Wednesday, December 13, 2023 1:21 PM
To: Lori Olberg
Subject: Housing Deficit Data Webinar, Flood Recovery Fundraising

You don't often get email from accd.cpr@vermont.gov. [Learn why this is important](#)

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

AGENCY OF COMMERCE AND COMMUNITY DEVELOPMENT

[View this email in your browser.](#)

Department of Housing and Community Development

December 2023



Housing Deficit Data Presentation

This **Friday, December 15th at 12:00pm** the Agency of Commerce and Community Development (ACCD) and the Department of Housing and Community Development (DHCD) will hold a virtual presentation on recent data showing county-level housing deficits and the number of units needed to restore healthy housing markets around the state.

DHCD Commissioner Alex Farrell will lead the presentation, which will cover what was recently presented to the Legislature's Joint Fiscal Committee and spoke about on [NBC5 In Depth](#). Mathew Barewicz, the Vermont Department of Labor's Economic & Labor Market Information Chief, will also join the presentation to review data compiled by the Department of Labor about demographic and labor force participation changes in the state.

The live event can be accessed through this [Microsoft Teams Link](#).

Join the Live Presentation

Resolution Relating to

TERMINATE OPTION AND REJECT OFFER OF
DEDICATION: CHITTENDEN EMERGENCY FOOD
SHELF BUILDING AT 228 NORTH WINOOSKI AVENUE

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, Champlain Housing Trust, Inc. f/k/a Burlington Community Land Trust (“CHT”) is the
2 developer, owner and manager of the building located at 228 North Winooski Avenue, Burlington, Vermont,
3 said building having been developed by CHT on behalf of the nonprofit organization Feeding Chittenden f/k/a
4 Chittenden Emergency Food Shelf; and

5 WHEREAS, CHT led a capital campaign that raised \$1.2 million in donations and tax-exempt bonds
6 for the ReLIEF project of the early 1990’s; and

7 WHEREAS, the Burlington Community Development Corporation (“BCDC”) duly authorized the
8 issuance and sale of its community development revenue bonds and loaned the proceeds of the bonds to CHT
9 for the purpose of defraying a portion of the cost of acquiring and rehabilitating these facilities and lands; and

10 WHEREAS, BCDC issued the bonds in three series and Series C of the bond issuance applied
11 specifically to the Feeding Chittenden Building; and

12 WHEREAS, the City has a beneficial interest in BCDC and approved issuance of the bonds by BCDC
13 for the purpose of qualifying the interest payable on the bonds for exclusion from gross income pursuant to
14 Section 145(a) of the Internal Revenue Code; and

15 WHEREAS, in order to ensure the interest from the bonds would be excluded from gross income for
16 federal income tax purposes, the transaction was required to provide the City with both an option, exercisable
17 at any time during the life of the transaction, to obtain unencumbered fee title to and possession of the
18 property financed with the bonds as well as requiring that a dedication of the property to the City be made
19 upon repayment of the loan; and

20 WHEREAS, CHT has been responsible for the debt service on the bond and has been a successful
21 owner of the property, and as the term of the loan draws to a close, CHT wishes to refinance the building and
22 continue its lease arrangement with Feeding Chittenden f/k/a Chittenden Emergency Food Shelf; and

23 WHEREAS, the City supports the continued lease of the building to Feed Chittenden as a mechanism
24 for maintaining the positive provision of social services which inspired the BCDC bond participation, and the

City does not desire to take ownership of the building and is prepared to reject the Irrevocable Offer of Dedication and terminate its Option Agreement with CHT; and

WHEREAS, the Board of Finance at its meeting on December 18, 2023, approved rejecting the Irrevocable Offer of Dedication granted to the City by CHT and terminating the City's option to purchase said property pursuant to the City's Option Agreement with CHT and recommends approval to the City Council;

NOW, THEREFORE, BE IT RESOLVED that the City, by and through its City Council, in order to facilitate CHT's continued ownership of the Feeding Chittenden Building and lease to Feeding Chittenden to operate as a food shelf, hereby authorizes Mayor Miro Weinberger to execute all documents necessary to reject the Irrevocable Offer of Dedication granted to the City by Champlain Housing Trust, Inc., f/k/a Burlington Community Land Trust, Inc., dated September 15, 1994, recorded in Volume 514, Page 572 of the City of Burlington Land Records, respecting this building; and

BE IT FURTHER RESOLVED that the City, by and through its City Council, in order to facilitate CHT's continued ownership of the Feeding Chittenden property and lease to Feeding Chittenden to operate as a food shelf, hereby authorizes Mayor Miro Weinberger to execute all documents necessary to terminate the City's option to purchase said property pursuant to the City's Option Agreement with Champlain Housing Trust, Inc., f/k/a Burlington Community Land Trust, Inc., dated September 15, 1994, recorded in Volume 514, Page 563 of the City of Burlington Land Records, respecting this building.



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

TO: Board of Finance and City Council
FROM: Brian Pine, CEDO Director
DATE: December 18, 2023
RE: Terminate option and reject offer of dedication: Chittenden Emergency Food Shelf (228 North Winooski Ave) and Vermont Legal Aid (264 North Winooski Ave)

This memo and attachments are intended to provide information related to terminating the City's option and rejecting the offer of dedication to take title on the above-referenced CHT properties. The City took similar action in 2017 for a property located at 179 South Winooski Avenue that was also financed with bonds issued by the City to enable the acquisition by The Turning Point.

Background:

The subject properties were purchased as part of the ReLIEF Project. ReLIEF, which stands for Regional Low-Income Emergency Facilities, was a cooperative effort of five nonprofit agencies, each serving low income individuals, to secure properties for serving their missions. Burlington Community Land Trust, the precursor to CHT, served as the developer, owner and manager of all three ReLIEF buildings. They purchased and renovated the three buildings so that the agencies could keep their focus on serving their clients.

As part of this effort, CHT led a capital campaign that raised \$1.5 million in donations and secured the commitment of six local banks to purchase tax exempt bonds. The Burlington Community Development Corporation (BCDC) supported the effort by issuing tax exempt 501(c)(3) bonds to help finance the purchase and renovation of the facilities. In this instance, the City served as what the IRS considers a "Conduit Issuer". "Conduit Financing" is where tax-exempt bonds are issued by a state or local government (Conduit Issuer) and the proceeds are used for a defined qualified purpose by an entity other than the government issuing the bonds (the conduit borrower). These conduit bonds provided access to lower cost capital that enabled CHT to ensure the stability of critical services for low-income households.

CHT through ReLIEF paid for all legal and transactional costs, including legal and Bond Counsel for BCDC. The properties have not cost the City any funds, and the local taxpayers have not contributed to the cost associated with the purchase or operation of the three buildings. All properties pay property taxes per Vermont statute.

However, an IRS Revenue Procedure issued in reference to the type of tax-exempt financing issued by BCDC required that the issuing municipality have an option to take title to the property when the bonds are retired. The City has an irrevocable offer of dedication which would allow it to take ownership of the properties upon retirement of the bonds, subject to acceptance by its legislative body. Since the City used BCDC to serve as a conduit issuer so that CHT could benefit from the favorable rate and term afforded with tax-exempt bonds, there was no expectation on the part of either party that the City would take title to the properties at the end of the life of the bonds.

CHT will make the final bond payment in the coming weeks and that will trigger the City's option and CHT's offer of dedication for the both properties. CHT has requested that the City reject the offer of dedication and terminate its option on the Property, leaving clear title with CHT. All costs for the transactions will be paid for by CHT.

Proposed Transactions:

Once the City Council has authorized the formal rejection of the offer of dedication and the termination of its option on both 264 North Winooski Avenue and 228 North Winooski Avenue, the following transactions will be completed in a single day:

- CHT will retire the bond debt;
- The City will execute and deliver a rejection of the offer of dedication and termination of the option.

Board of Finance:

Move to approve and recommend that the City Council adopt the attached resolution, rejecting the offer of dedication and authorizing termination of the option to take title on the properties located at 228 North Winooski Avenue and 264 North Winooski Avenue, and authorize the Mayor to execute all necessary paperwork for the completion of said transaction.

City Council:

Move to waive the reading and adopt the resolutions, rejecting the offer of dedication and authorizing termination of the option to take title on the properties located at 228 North Winooski Avenue and 264 North Winooski Avenue, as well as authorize the Mayor to execute all necessary paperwork to complete the transaction as contemplated therein.

Board of Finance and City Council Submission Checklist

Department: CEDO Submitter: Brian Pine
 Terminate option and reject offer of dedication: Chittenden Emergency Food Shelf
 Title/Subject: (228 North Winooski Ave) and Vermont Legal Aid (264 North Winooski Ave)

	Approval:	Meeting Date:
☐	Board of Finance	12/18/2023
☐	City Council	12/18/2023
☒	Concurrent	12/18/2023

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	12/4/2023	Brian Pine
Mayor's Office informed and approved memo	Yes	12/13/2023	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	12/13/2023	Jared Pellerin
CAO has reviewed budget, financing, and memo	Yes	12/13/2023	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	Approved by all parties
Contract Attached, if applicable?	N/A	N/A
Additional Materials, if necessary	N/A	N/A
Draft Resolution or Motion?	Yes	Motion language included in memo and resolutions attached
If for submission to Council, are sponsors identified?	Yes	Board of Finance approval pending

Resolution Relating to

TERMINATE OPTION AND REJECT OFFER OF
DEDICATION: CHITTENDEN EMERGENCY FOOD
SHELF BUILDING AT 228 NORTH WINOOSKI AVENUE

RESOLUTION 7.18
Sponsor(s): Bd. of Finance
Introduced: 12/18/23
Referred to: _____
Action: adopted
Date: 12/18/23
Signed by Mayor: 12/19/23

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, Champlain Housing Trust, Inc. f/k/a Burlington Community Land Trust (“CHT”) is the
2 developer, owner and manager of the building located at 228 North Winooski Avenue, Burlington, Vermont,
3 said building having been developed by CHT on behalf of the nonprofit organization Feeding Chittenden f/k/a
4 Chittenden Emergency Food Shelf; and
- 5 WHEREAS, CHT led a capital campaign that raised \$1.2 million in donations and tax-exempt bonds
6 for the ReLIEF project of the early 1990’s; and
- 7 WHEREAS, the Burlington Community Development Corporation (“BCDC”) duly authorized the
8 issuance and sale of its community development revenue bonds and loaned the proceeds of the bonds to CHT
9 for the purpose of defraying a portion of the cost of acquiring and rehabilitating these facilities and lands; and
- 10 WHEREAS, BCDC issued the bonds in three series and Series C of the bond issuance applied
11 specifically to the Feeding Chittenden Building; and
- 12 WHEREAS, the City has a beneficial interest in BCDC and approved issuance of the bonds by BCDC
13 for the purpose of qualifying the interest payable on the bonds for exclusion from gross income pursuant to
14 Section 145(a) of the Internal Revenue Code; and
- 15 WHEREAS, in order to ensure the interest from the bonds would be excluded from gross income for
16 federal income tax purposes, the transaction was required to provide the City with both an option, exercisable
17 at any time during the life of the transaction, to obtain unencumbered fee title to and possession of the
18 property financed with the bonds as well as requiring that a dedication of the property to the City be made
19 upon repayment of the loan; and
- 20 WHEREAS, CHT has been responsible for the debt service on the bond and has been a successful
21 owner of the property, and as the term of the loan draws to a close, CHT wishes to refinance the building and
22 continue its lease arrangement with Feeding Chittenden f/k/a Chittenden Emergency Food Shelf; and
- 23 WHEREAS, the City supports the continued lease of the building to Feed Chittenden as a mechanism
24 for maintaining the positive provision of social services which inspired the BCDC bond participation, and the

* * * * *

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

Attest:

..... Mayor

Vol. Page

* * * * *

City does not desire to take ownership of the building and is prepared to reject the Irrevocable Offer of Dedication and terminate its Option Agreement with CHT; and

WHEREAS, the Board of Finance at its meeting on December 18, 2023, approved rejecting the Irrevocable Offer of Dedication granted to the City by CHT and terminating the City's option to purchase said property pursuant to the City's Option Agreement with CHT and recommends approval to the City Council;

NOW, THEREFORE, BE IT RESOLVED that the City, by and through its City Council, in order to facilitate CHT's continued ownership of the Feeding Chittenden Building and lease to Feeding Chittenden to operate as a food shelf, hereby authorizes Mayor Miro Weinberger to execute all documents necessary to reject the Irrevocable Offer of Dedication granted to the City by Champlain Housing Trust, Inc., f/k/a Burlington Community Land Trust, Inc., dated September 15, 1994, recorded in Volume 514, Page 572 of the City of Burlington Land Records, respecting this building; and

BE IT FURTHER RESOLVED that the City, by and through its City Council, in order to facilitate CHT's continued ownership of the Feeding Chittenden property and lease to Feeding Chittenden to operate as a food shelf, hereby authorizes Mayor Miro Weinberger to execute all documents necessary to terminate the City's option to purchase said property pursuant to the City's Option Agreement with Champlain Housing Trust, Inc., f/k/a Burlington Community Land Trust, Inc., dated September 15, 1994, recorded in Volume 514, Page 563 of the City of Burlington Land Records, respecting this building.

* * * * *

DISTRIBUTION:

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

CEDO Director Pine

ORIGINAL

RESOLUTION RELATING TO

Terminate..Option..And..Reject..Offer..Of..Dedication: Chittenden Emergency Food Shelf
Building At 228 North Winooski Avenue
.....

Adopted by the City Council

..... December 18....., 20 23.....

..... Clerk

Approved..... December 19....., 20 23.....

..... Mayor

Vol. Page

Attest:

Lori Olberg
Licensing and Records Coordinator

* * * * *

Resolution Relating to

TERMINATE OPTION AND REJECT OFFER OF
DEDICATION: VERMONT LEGAL AID BUILDING AT
264 NORTH WINOOSKI AVENUE

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, Champlain Housing Trust, Inc. f/k/a Burlington Community Land Trust (“CHT”) is the
2 developer, owner and manager of the building and land located at 264 North Winooski Avenue, Burlington,
3 Vermont, said building having been developed by CHT on behalf of the nonprofit organization Vermont Legal
4 Aid (VLA); and
5 WHEREAS, CHT led a capital campaign that raised \$1.2 million in donations and tax-exempt bonds
6 for the ReLIEF project of the early 1990’s; and
7 WHEREAS, VLA provides critical legal services by advocating on behalf of vulnerable Vermonters
8 to addresses systemic and institutional problems that impact their lives; and
9 WHEREAS, the Burlington Community Development Corporation (“BCDC”) duly authorized the
10 issuance and sale of its community development revenue bonds and loaned the proceeds of the bonds to CHT
11 for the purpose of defraying a portion of the cost of acquiring and rehabilitating these facilities and lands; and
12 WHEREAS, BCDC issued the bonds in three series and Series A of the bond issuance applied
13 specifically to the VLA Building; and
14 WHEREAS, the City has a beneficial interest in BCDC and the City Council approved issuance of the
15 bonds by BCDC for the purpose of qualifying the interest payable on the bonds for exclusion from gross
16 income pursuant to Section 145(a) of the Internal Revenue Code; and
17 WHEREAS, in order to ensure the interest from the bonds would be excluded from gross income for
18 federal income tax purposes, the transaction was required to provide the City with both an option, exercisable
19 at any time during the life of the transaction, to obtain unencumbered fee title to and possession of the
20 property financed with the bonds as well as requiring that CHT offer a dedication of the property to the City
21 upon repayment of the loan; and
22 WHEREAS, CHT has been responsible for the debt service on the bond along with all maintenance
23 and capital improvements to the subject property and has been a successful owner of the property, and as the
24 term of the loan draws to a close, CHT wishes to refinance the building and continue its lease arrangement
25 with Vermont Legal Aid; and

WHEREAS, the City supports the continued lease of the building to VLA as a mechanism for maintaining the positive provision of social services which inspired the BCDC bond participation, and the City does not desire to take ownership of the building and is prepared to reject the Irrevocable Offer of Dedication and terminate its Option Agreement with CHT; and

WHEREAS, the Board of Finance at their respective meeting on December 18, 2023, approved rejecting the Irrevocable Offer of Dedication granted to the City by CHT and terminating the City's option to purchase said property pursuant to the City's Option Agreement with CHT and recommends approval to the City Council;

NOW, THEREFORE, BE IT RESOLVED that the City, by and through its City Council, in order to facilitate CHT's continued ownership of the Vermont Legal Aid property and lease to Vermont Legal Aid, hereby authorizes Mayor Miro Weinberger to execute all documents necessary to reject the Irrevocable Offer of Dedication granted to the City by Champlain Housing Trust, Inc., f/k/a Burlington Community Land Trust, Inc., dated November 5, 1993, recorded in Volume 494, Page 384 of the City of Burlington Land Records, respecting this building; and

BE IT FURTHER RESOLVED that the City, by and through its City Council, in order to facilitate CHT's continued ownership of the Vermont Legal Aid property and lease to Vermont Legal Aid, hereby authorizes Mayor Miro Weinberger to execute all documents necessary to terminate the City's option to purchase said property pursuant to the City's Option Agreement with Champlain Housing Trust, Inc., f/k/a Burlington Community Land Trust, Inc., dated November 5, 1993, recorded in Volume 494, Page 374 of the City of Burlington Land Records, respecting this property.



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

TO: Board of Finance and City Council
FROM: Brian Pine, CEDO Director
DATE: December 18, 2023
RE: Terminate option and reject offer of dedication: Chittenden Emergency Food Shelf (228 North Winooski Ave) and Vermont Legal Aid (264 North Winooski Ave)

This memo and attachments are intended to provide information related to terminating the City's option and rejecting the offer of dedication to take title on the above-referenced CHT properties. The City took similar action in 2017 for a property located at 179 South Winooski Avenue that was also financed with bonds issued by the City to enable the acquisition by The Turning Point.

Background:

The subject properties were purchased as part of the ReLIEF Project. ReLIEF, which stands for Regional Low-Income Emergency Facilities, was a cooperative effort of five nonprofit agencies, each serving low income individuals, to secure properties for serving their missions. Burlington Community Land Trust, the precursor to CHT, served as the developer, owner and manager of all three ReLIEF buildings. They purchased and renovated the three buildings so that the agencies could keep their focus on serving their clients.

As part of this effort, CHT led a capital campaign that raised \$1.5 million in donations and secured the commitment of six local banks to purchase tax exempt bonds. The Burlington Community Development Corporation (BCDC) supported the effort by issuing tax exempt 501(c)(3) bonds to help finance the purchase and renovation of the facilities. In this instance, the City served as what the IRS considers a "Conduit Issuer". "Conduit Financing" is where tax-exempt bonds are issued by a state or local government (Conduit Issuer) and the proceeds are used for a defined qualified purpose by an entity other than the government issuing the bonds (the conduit borrower). These conduit bonds provided access to lower cost capital that enabled CHT to ensure the stability of critical services for low-income households.

CHT through ReLIEF paid for all legal and transactional costs, including legal and Bond Counsel for BCDC. The properties have not cost the City any funds, and the local taxpayers have not contributed to the cost associated with the purchase or operation of the three buildings. All properties pay property taxes per Vermont statute.

However, an IRS Revenue Procedure issued in reference to the type of tax-exempt financing issued by BCDC required that the issuing municipality have an option to take title to the property when the bonds are retired. The City has an irrevocable offer of dedication which would allow it to take ownership of the properties upon retirement of the bonds, subject to acceptance by its legislative body. Since the City used BCDC to serve as a conduit issuer so that CHT could benefit from the favorable rate and term afforded with tax-exempt bonds, there was no expectation on the part of either party that the City would take title to the properties at the end of the life of the bonds.

CHT will make the final bond payment in the coming weeks and that will trigger the City's option and CHT's offer of dedication for the both properties. CHT has requested that the City reject the offer of dedication and terminate its option on the Property, leaving clear title with CHT. All costs for the transactions will be paid for by CHT.

Proposed Transactions:

Once the City Council has authorized the formal rejection of the offer of dedication and the termination of its option on both 264 North Winooski Avenue and 228 North Winooski Avenue, the following transactions will be completed in a single day:

- CHT will retire the bond debt;
- The City will execute and deliver a rejection of the offer of dedication and termination of the option.

Board of Finance:

Move to approve and recommend that the City Council adopt the attached resolution, rejecting the offer of dedication and authorizing termination of the option to take title on the properties located at 228 North Winooski Avenue and 264 North Winooski Avenue, and authorize the Mayor to execute all necessary paperwork for the completion of said transaction.

City Council:

Move to waive the reading and adopt the resolutions, rejecting the offer of dedication and authorizing termination of the option to take title on the properties located at 228 North Winooski Avenue and 264 North Winooski Avenue, as well as authorize the Mayor to execute all necessary paperwork to complete the transaction as contemplated therein.

Board of Finance and City Council Submission Checklist

Department: CEDO Submitter: Brian Pine
 Terminate option and reject offer of dedication: Chittenden Emergency Food Shelf
 Title/Subject: (228 North Winooski Ave) and Vermont Legal Aid (264 North Winooski Ave)

	Approval:	Meeting Date:
☐	Board of Finance	12/18/2023
☐	City Council	12/18/2023
☒	Concurrent	12/18/2023

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	12/4/2023	Brian Pine
Mayor's Office informed and approved memo	Yes	12/13/2023	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	12/13/2023	Jared Pellerin
CAO has reviewed budget, financing, and memo	Yes	12/13/2023	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	Approved by all parties
Contract Attached, if applicable?	N/A	N/A
Additional Materials, if necessary	N/A	N/A
Draft Resolution or Motion?	Yes	Motion language included in memo and resolutions attached
If for submission to Council, are sponsors identified?	Yes	Board of Finance approval pending

Resolution Relating to

TERMINATE OPTION AND REJECT OFFER OF
DEDICATION: VERMONT LEGAL AID BUILDING AT
264 NORTH WINOOSKI AVENUE

RESOLUTION 7.19

Sponsor(s): Bd. of Finance

Introduced: 12/18/23

Referred to: _____

Action: adopted

Date: 12/18/23

Signed by Mayor: 12/19/23

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, Champlain Housing Trust, Inc. f/k/a Burlington Community Land Trust (“CHT”) is the
2 developer, owner and manager of the building and land located at 264 North Winooski Avenue, Burlington,
3 Vermont, said building having been developed by CHT on behalf of the nonprofit organization Vermont Legal
4 Aid (VLA); and

5 WHEREAS, CHT led a capital campaign that raised \$1.2 million in donations and tax-exempt bonds
6 for the ReLIEF project of the early 1990’s; and

7 WHEREAS, VLA provides critical legal services by advocating on behalf of vulnerable Vermonters
8 to addresses systemic and institutional problems that impact their lives; and

9 WHEREAS, the Burlington Community Development Corporation (“BCDC”) duly authorized the
10 issuance and sale of its community development revenue bonds and loaned the proceeds of the bonds to CHT
11 for the purpose of defraying a portion of the cost of acquiring and rehabilitating these facilities and lands; and

12 WHEREAS, BCDC issued the bonds in three series and Series A of the bond issuance applied
13 specifically to the VLA Building; and

14 WHEREAS, the City has a beneficial interest in BCDC and the City Council approved issuance of the
15 bonds by BCDC for the purpose of qualifying the interest payable on the bonds for exclusion from gross
16 income pursuant to Section 145(a) of the Internal Revenue Code; and

17 WHEREAS, in order to ensure the interest from the bonds would be excluded from gross income for
18 federal income tax purposes, the transaction was required to provide the City with both an option, exercisable
19 at any time during the life of the transaction, to obtain unencumbered fee title to and possession of the
20 property financed with the bonds as well as requiring that CHT offer a dedication of the property to the City
21 upon repayment of the loan; and

22 WHEREAS, CHT has been responsible for the debt service on the bond along with all maintenance
23 and capital improvements to the subject property and has been a successful owner of the property, and as the
24 term of the loan draws to a close, CHT wishes to refinance the building and continue its lease arrangement
25 with Vermont Legal Aid; 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

* * * * *

WHEREAS, the City supports the continued lease of the building to VLA as a mechanism for maintaining the positive provision of social services which inspired the BCDC bond participation, and the City does not desire to take ownership of the building and is prepared to reject the Irrevocable Offer of Dedication and terminate its Option Agreement with CHT; and

WHEREAS, the Board of Finance at their respective meeting on December 18, 2023, approved rejecting the Irrevocable Offer of Dedication granted to the City by CHT and terminating the City's option to purchase said property pursuant to the City's Option Agreement with CHT and recommends approval to the City Council;

NOW, THEREFORE, BE IT RESOLVED that the City, by and through its City Council, in order to facilitate CHT's continued ownership of the Vermont Legal Aid property and lease to Vermont Legal Aid, hereby authorizes Mayor Miro Weinberger to execute all documents necessary to reject the Irrevocable Offer of Dedication granted to the City by Champlain Housing Trust, Inc., f/k/a Burlington Community Land Trust, Inc., dated November 5, 1993, recorded in Volume 494, Page 384 of the City of Burlington Land Records, respecting this building; and

BE IT FURTHER RESOLVED that the City, by and through its City Council, in order to facilitate CHT's continued ownership of the Vermont Legal Aid property and lease to Vermont Legal Aid, hereby authorizes Mayor Miro Weinberger to execute all documents necessary to terminate the City's option to purchase said property pursuant to the City's Option Agreement with Champlain Housing Trust, Inc., f/k/a Burlington Community Land Trust, Inc., dated November 5, 1993, recorded in Volume 494, Page 374 of the City of Burlington Land Records, respecting this property.

* * * * *

DISTRIBUTION:

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

CEDO Director Pine

ORIGINAL

RESOLUTION RELATING TO

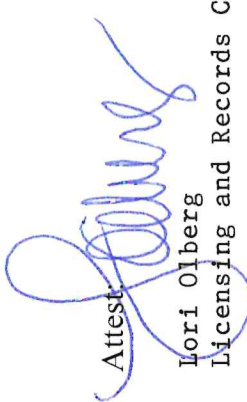
Terminate..Option..And..Reject..Offer..Of..Dedication: Vermont Legal Aid Building At
264..North..Winookska..Avenue.....
.....

Adopted by the City Council

.....December..18....., 20..23.....
.......... Clerk

Approved..December..19....., 20..23.....
.......... Mayor

Vol. Page

Attest

Lori Olberg
Licensing and Records Coordinator

* * * * *

Resolution Relating to

AUTHORIZATION FOR UP TO \$345,000 STEP II LOAN
FROM VERMONT DRINKING WATER STATE
REVOLVING FUND FOR FINAL DESIGN OF RESERVOIR
IMPROVEMENTS PROJECT

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 Drinking Water State Revolving Fund provides loans for final design engineering (Step II) of municipal drinking water system projects; and

WHEREAS, the City has determined the need to make improvements to the City’s Drinking Water Reservoir and the Reservoir Pump Station to improve the resiliency and redundancy of the drinking water system; and

WHEREAS, the such improvements include, but are not limited to, replacement of the roof and retaining wall of the Reservoir, installation of mixing equipment, installation of security equipment for the Reservoir site, construction of a new, modern Reservoir Pump Station and rehabilitation of the existing pump station for redundancy purposes (“the Project”); and

WHEREAS, the City has followed a competitive qualifications-based procurement process required by the State and selected Dufresne Group as the most qualified contractor for the planning, design and construction engineering oversight of this Project; and

WHEREAS, the City hired Dufresne Group to complete preliminary engineering and executed an engineering services agreement for \$90,000, such cost funded by American Rescue Plan Act funding awarded to the City; and

WHEREAS, the final design of the Project is estimated to require an amendment to the existing engineering services agreement increasing the contract amount of \$90,000 by \$330,000 for a resulting total contract amount of \$420,000, including project contract scope contingency; and

WHEREAS, City staff time is eligible for reimbursement by the Drinking State Revolving Fund and is estimated to be up to \$15,000; and

WHEREAS, this Project is eligible for a Step II State of Vermont Drinking Water State Revolving Fund Final Design Loan for this phase of engineering (\$330,000) and for the eligible staff time (\$15,000), in the aggregate amount of \$345,000; and

WHEREAS, the standard Drinking Water State Revolving Loan Fund terms for projects of this type are up to 10 years at 0% interest; and

26 WHEREAS, pursuant to 24 V.S.A. Section 4756(e), the City Council may authorize and incur debt on
27 behalf of the City for preliminary engineering plans and studies and final design without prior voter approval,
28 provided that such debt shall be included in any subsequent public authorization of indebtedness necessary to
29 construct the project for which the planning loans are used; and

30 NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of Public
31 Works, or his designee, to complete the Step II Loan Application for Revolving Loan Funds under 24 V.S.A.
32 Chapter 120 and to apply to the Vermont Drinking Water State Revolving Fund and Vermont Bond Bank (the
33 “Bank”) for the financing of a Loan in a principal amount not to exceed \$345,000 (the “Loan”) subject to final
34 review and approval by the Chief Administrative Officer and City Attorney; and

35 BE IT FURTHER RESOLVED that the City Council authorizes the Director of Public Works to
36 execute an amendment to the engineering services agreement with Dufresne Group for Step II final design
37 services in an additional amount not to exceed \$330,000, for a total authorized amount not to exceed
38 \$420,000, including project contract scope contingency, subject to review and approval by the City Attorney’s
39 Office; and

40 BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, Chief Administrative
41 Officer, and Banking and Cash Operations Manager, individually or collectively, to execute and deliver: (i) a
42 loan agreement with the Bank to evidence the Loan and the repayment thereof; (ii) one or more bond(s) or
43 promissory note(s) in an aggregate principal amount not to exceed the Loan; (iii) such documents and
44 instruments as the Bank may request in connection with the Loan, in such form and with such terms as they
45 deem necessary and in the City’s best interest; and (iv) such other documents and instruments necessary or
46 convenient in connection with the Loan, all subject to the prior review and approval by the City Attorney’s
47 Office or Bond Counsel to the City; and

48 BE IT FURTHER RESOLVED that the City Council designates the following City staff member as
49 alternate authorized representatives of the Project with authority to execute administrative or reimbursement
50 documents (and other ancillary documents other than the loan application or loan agreements): Department of
51 Public Works Water Resources Division Director Megan Moir.

52

53

54 KK/MM/Resolutions 2023/Authorization For Up To \$345,000 Step Ii Loan From Vermont Drinking Water State Revolving Fund For Final Design
55 Of Reservoir Improvements Project
56 December 18, 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 18, 2023 (concurrent)

RE: Engineering Services Agreement Amendment for Reservoir Improvements Project

REQUEST:

The Department of Public Works (DPW) and its Water Resources Division (WRD) seeks authorization, through the attached resolution and motion, to apply for a Step II: Final Design Drinking Water State Revolving Fund (DWSRF) loan for \$345,000 and to execute an Engineering Services Agreement (ESA) Amendment 1 with Dufresne Group (DG), increasing the maximum limiting amount of \$390,000, for Final Design Services for the Reservoir Improvements Project (Step II), and to designate the Mayor and appropriate City staff to execute associated documents.

BACKGROUND:

The City's reservoir pump station pumps water from the City's 7 million gallon (MG) reservoir to the two (2) elevated storage tanks and the high service water distribution system. The reservoir pump house was constructed in 1867 and is historic registry listed. The reservoir and pump station are essential to maintaining the resiliency of Burlington's drinking water system and to ensuring sufficient water supply for the University of Vermont Medical Center, the region's Level I Trauma Center. Although the reservoir and pump station have undergone maintenance, repair and replacement projects over the years, the station is showing its age and requires architectural and structural repairs, security and telemetry upgrades as well as equipment replacement. The reservoir is also in need of repairs and upgrades including mixing equipment to improve water quality, full roof cover rehabilitation, and a replacement retaining wall and security fencing. The City is also exploring installation of solar energy systems on the reservoir roofs as part of a City led RFQ for solar installers at a variety of sites; part of that process will involve reviewing the investment in that roof and how this could be coordinated with solar installation. The City has sought federal support for this project in the past, but to date has not been successful in securing funding. While we will continue to seek other funding sources, we are simultaneously advancing a trajectory towards seeking voter approval to finance these upgrades, and other critical capital projects in the coming years.

DG has completed the Preliminary Engineering phase of this project and provided a comprehensive evaluation of the existing reservoir site, roof and retaining wall infrastructure and security needs and recommendations for constructing a modernized replacement station. The existing pump house is on the national historic registry and will be rehabilitated in order to provide long term redundancy for this hyper critical infrastructure. The project will include layout improvements that will allow the City to leverage more of the reservoir capacity than is currently

accessible by making adjustments to the pumping elevation. This improves our overall resiliency as it increases the amount of time that the City can rely on its stored water when there are significant water main breaks or if the water treatment plant needs to be taken down for maintenance. In addition, the project will include water quality improvements including adding mixers in the reservoir.

PROJECT COST AND FUNDING SUMMARY:

WRD utilized American Rescue Plan Act (ARPA) funding allocated to Water capital projects (see ARPA Funds – Water, Wastewater and Stormwater Board of Finance and City Council Authorization request dated June 6, 2022) to finance the initial \$90,000 Step I phase of the project. The next stages, Design and Construction of this project will be financed with a loan through the DWSRF. Final construction estimates¹ will be available in the early fall of 2024 and construction is contingent on voter approval, currently targeted for November 2024. With this anticipated approach, the project will be following DWSRF requirements, including but not limited to utilization of EJCDC Contract Documents. The summary table below outlines the maximum contract and DWSRF loan amounts WRD is seeking approval for. The loan amounts include an allowance for City staff time which is reimbursable through the project loan. WRD has estimated a not to exceed (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 Vermont Department of Environmental Conservation (VTDEC).

Contract	Estimated Cost	Loan Type
Dufresne Group – Step II Final Design NTE	\$330,000	Step II Design Loan (TOTAL NTE \$345,000)
DPW Staff Engineering NTE	\$15,000	

Since Step I of this project was ARPA funded, Step I loans are not included here. Step II loans are 0% interest loans and, assuming the project proceeds towards construction, are typically rolled into the construction loan (Step III) which has a 2% administrative fee. If a project is not ultimately constructed, the Step II loans may go into repayment eventually, with repayment periods in the 5 – 10 year range depending on the size of the loan. Step II loans, on their own, do not require voter authorization per Vermont Statute – however previous Step II costs must be considered when seeking voter authorization for Step III construction funding.

Thank you for your consideration of this request.

ATTACHMENTS:

- Appendix A:
 - o Consultant Procurement Summary
 - o Request for Statement of Qualifications
- Appendix B: Reservoir Improvements Project Draft Engineering Service Agreement Amendment.
- Appendix C: Draft Resolution

¹ The preliminary cost estimate for the project is \$7.2 Million.

MOTIONS:

The DPW-WRD respectfully 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 Water System Improvement Projects

Water Resources issued a Request for Statements of Qualifications (RFQ) on January 24, 2022 for qualified consultants to assist with a variety of Water System Improvement Projects. An RFQ was drafted, approved by the Attorneys Office and posted on the City RFP and State construction websites. There were three SOQs received and three technical staff members of Water Resources ranked the SOQs based on technical capacity of the consulting team. Below are the consultants that provided SOQs for review:

Consultant
A&E
Dufresne Group
HTA

Based on the ranking criteria, the Dufresne Group proposal was ranked the highest. Dufresne Group is a well-qualified team with experience on similar project. WR staff recommended the award contracts to Dufresne Group for Water System Improvements projects, including the Reservoir Improvements project.

City of Burlington
Department of Public Works
Water Resources Division
235 Penny Lane
Burlington, VT 05401



Chapin Spencer
Public Works Director

Megan J. Moir
Division Director
Water Resources

REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES FOR WATER SYSTEM IMPROVEMENT PROJECTS

Date of Issuance:	January 24, 2022
Issued by: Water	City of Burlington Department of Public Works – Resources
Due Date for Questions:	February 2, 2022
Due Date for Statement of Qualifications:	February 14, 2022 at 4:00 PM
Project Contact:	Kate Komorowski, Water Resources Engineer kkomorowski@burlingtonvt.gov (802) 233-0022

Request for Qualifications
Engineering Services for Water System Improvement Projects

I. Overview

The City of Burlington (“City”) Department of Public Works Water Resources Division issues this Request for Qualifications for the qualifications-based procurement of engineering firms to assist with engineering tasks associated with a range of Water System 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 planning, preliminary engineering, design, process and construction-related services.

Some of the proposed Projects may be undertaken using loan financing from the Vermont Drinking Water State Revolving Fund (“DWSRF”) and that work shall be performed in accordance with the requirements of the DWSRF program and the regulations issued by such agencies and the State of Vermont.

II. Areas of Expertise

Qualified firms shall complete the Area of Expertise matrix (Attachment A) and demonstrate knowledge and experience in, but not limited to, one or more of the technical and financial topics below and as described herein.

A. Water Treatment and Processes

- a. Treatment Plant Pumping – raw, intermediate and finished
- b. Chemical addition – storage, pumping and controls
- c. Clarification
- d. Filtration
- e. Disinfection
- f. Fluoridation
- g. Corrosion control
- h. Plant process control and instrumentation
- i. Plant operations and troubleshooting
- j. Energy efficiency
- k. Existing water quality and potential future regulations, including emerging contaminants
- l. Security
- m. Emergency Response Plans
- n. Standard Operation Procedure Documentation
- o. Building Improvements
- p. Master Planning

B. Distribution

- a. Hydraulics and modeling
- b. Distribution system rehabilitation and replacement projects
- c. Storage, both in-ground and elevated
- d. Distribution Pump stations
- e. Energy efficiency
- f. Master Planning

C. Other

- a. Meter replacement
- b. Cross connection control
- c. Backflow prevention
- d. Architectural Services (for building improvements)
- e. Structural Engineering
- f. Vermont DWSRF program experience
- g. Public presentation experience

Examples of work to be completed under this on-call contract include, but are not limited to:

1. Reservoir pump house replacement construction and reservoir improvement project
(See Attachment B for an example of a near term scope of work)
2. Raw water chemical Feed line replacement
3. Transmission line replacement/ rehabilitation

III. Procurement Process

The SOQs will be evaluated and the firms ranked according to the qualifications presented in their SOQs and in any selection process interviews, if applicable, in accordance with V. Selection Process and VII. Criteria for Selection and Ranking. When the need for a project arises, the City will engage the top ranked consultant for the development of a scope of work and cost proposals, but may proceed to other qualified consultants if necessary due to unsatisfactory cost proposals or consultant availability.

This qualifications process will be valid for a period of 5 years, though work with a given consultant may continue past that time range for “continuing” projects.

IV. Submission Requirements

Firms must submit three total files including two separate pdf files consisting of 1) an SOQ and 2) billing rates and the excel file for 3) Attachment A “Areas of Expertise.”

1. SOQ. 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 SOQs must be compiled and 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 – Water System 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. Additional sub-consultants may also be added to specific projects at a later date, with City approval.
- 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 projects relevant to the "Areas of Expertise", including the client, project scope, complexity, with a specific focus on similarities to the scope of the Reservoir Pump House Replacement Project 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.

2. Billing Rate Sheet. Submit a list of billing rates for Calendar Year 2022, with maximum billing rates listed for 2023-2026.

Do not submit a scope of work or cost proposal at this time. A detailed scope of work and cost estimates will be requested from the most qualified firm for specific projects.

3. Areas of Expertise Matrix. Submit the completed excel file indicating the areas for which your firm wishes to be considered for qualification and listing projects.

Deadline for Receipt of Qualifications. SOQ's must be received at the address and by the point of contact no later than 4:00 PM Monday, February 14, 2022. The email time stamp shall be the official time of receipt. Late replies will not be accepted under any circumstances. SOQ's, Billing rate sheets and "Areas of Expertise" matrix must be submitted by e-mail as three separate files to:

Kate Komorowski
Water Resources Engineer
kkomorowski@burlingtonvt.gov

The subject line of the e-mail of the e-mail should state: "Statement of Qualifications and Billing Rates – Water System Improvement Projects." It is the responsibility of the participating firm to ensure that the point of contact has received a completed SOQ, billing rate sheet and completed "Areas of Expertise" 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 Wednesday February 2. Responses to questions will be posted via addendum online at the City's RFP site (<http://burlingtonvt.gov/RFP/>) no later than February 4th. 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.

V. Selection Process

A Selection Committee consisting of a minimum of three members of the City's Water Resource Division will evaluate the SOQs, performance data and other material submitted by interested firms and will determine which firms are qualified and then will rank those qualified firms, based on the City's technical opinion, according to each firms' qualifications to perform the desired services. If necessary, interviews with qualified firms will be conducted, which may include discussions regarding experience and project approach, but could delve into anticipated scopes of work. When the need for a specific project arises, the City will commence scope of services and cost negotiations with the most qualified firm, but may proceed to other ranked and qualified firms as necessary. Where there are clear distinctions and when in the best interested of the City, the City may rank firms qualifications separately for the two major areas of expertise (A. Water Treatment and Processes and B. Distribution). However, it is the City's intention to ideally identify the most qualified firm that has expertise across the two primary areas of expertise.

VI. Criteria for Selection and Ranking

The following criteria, as a minimum, will be used to evaluate and rank qualifications of firms submitting an SOQ.

Review Criteria	Weight	Maximum Points	Weighted Points
Experience of Proposed Staff with Similar Projects	6	5	30
Availability and Depth of Technical Qualifications of Proposed Staff	6	5	30
Knowledge of the Project Area/ Similar Project Area	4	5	20
Evidence of Ability to Meet Schedule and Budgets	2	5	10
Clarity and Quality of Statement of Qualifications	2	5	10
TOTAL			100

VII. Terms and Conditions

Contracting. The consultant 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 (Attachment D in this RFQ). The certificate of insurance coverage shall be documented on forms acceptable to the City.

No contract shall 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.

Agreement Requirements. The selected firm shall be prepared to enter into agreements with the City. Depending on the funding sources of the work, the selected firm may be required to execute different contracts for different work. For work funded by the City, the selected firm must execute the City Main Contract and Work Assignment Contract (see Attachment C). For work funded by the State, the selected firm must execute a contract required by DWSRF based on the Engineers Joint Contract Documents Committee ("EJCDC")(see <https://www.ejcdc.org/>). The City will indicate to the selected firm the source of funding and the contract required for any work.

Any work performed using DWSRF funding shall be performed in accordance with all requirements of the DWSRF program and the regulations issued by such agencies and the State of Vermont. Supplementary conditions will be included to modify the EJCDC documents to comply with DWSRF and City requirements.

The City reserves the right to alter or amend any or all provisions in the project contract(s).

Limitations of Liability. The City assumes no responsibility or liability for the response to this Request for Proposals.

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.

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.

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. The City reserves the right to reject any or all statements of qualification. The City reserves the right to re-advertise for additional statements of qualification and to extend the deadline for submission of the statements of qualification. 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 or firms 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. See Attachments E-G.

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.

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.

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, to work with a firm(s) with demonstrated expertise in specific areas of water, or to extend any contract which results from this RFQ.

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.

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. See Attachment E.

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. See Attachment F.

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. See Attachment G.

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.

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.

Public Health Emergencies. Respondents are advised that public health emergencies, as declared by the City, the State of Vermont, or the Federal Government, including the current pandemic of Coronavirus (COVID–19), may introduce significant uncertainty into the project, including disruption of timelines or revised practices. Consultants shall consider public health emergencies as they develop project schedules and advance the work.

The City may require a public health emergency plan be submitted for specific scopes of work.

The City will have sole discretion to approve, deny, or require changes to this plan as a condition of consideration of the bid, will retain the right to inspect all work to ensure compliance with health and safety standards, and may at any time require the consultant to stop work because of the emergency.

If a public health emergency is declared, the City will not be responsible for any delays related to the sequence of operations or any expenses or losses incurred as a result of any delays. Any delays related to public emergencies, including the current pandemic of Coronavirus (COVID-19), will be excusable, but will not be compensable.

VI. Attachments:

- A. Areas of Expertise Matrix (.xls file)
- B. Draft Scope of Work for Reservoir Pump Station Replacement Project
- C. Example of City Main Contract and Work Assignment Contract (for City funded work)
- D. Burlington Standard Contract Conditions
- E. Burlington Livable Wage Ordinance Certification
- F. Burlington Union Deterrence Ordinance Certification
- G. Burlington Outsourcing Ordinance Certification

Attachment B: Draft Scope Narrative for Reservoir Pump Station Replacement Project

One of our first projects will be the design of a new reservoir pump station and various related improvements. This station, constructed in 1867, pumps into our high service system and fills two (2) elevated storage tanks. The project will include constructing a replacement station while maintaining the historic registry listed pump house located at 525 Main Street.

Our initial concept for a new station includes three (3) VFD-controlled vertical turbine pumps that will allow full utilization of our 14 foot deep reservoirs, separate rooms for electrical/HVAC and pumps, PLC/ touchscreen based pump controls, a new telemetry panel to relay operations data back to the water plant and a transfer switch to utilize our new 300 KW emergency generator. Given the close proximity of both stations, the new station may need to have architectural embellishments to keep a consistent appearance. Alternatively, a packaged pump station with custom siding may be acceptable. The 1867 station will need additional maintenance to keep it from falling into disrepair. That being the case, our plan is to mothball existing equipment and controls in such a way that it can be used as a backup should catastrophic failure occur at the new station. Additionally, the reservoir roof structure and landscaped berm north of the reservoir are in need of rehabilitation or replacement and additional security (video camera) upgrades are needed. It is anticipated this project will be funded utilizing the DWSRF. Project will be required to follow all DWSRF requirements, including but not limited to utilization of EJCDC Contract Documents.

As the City is preparing for a possible November 2022 bond vote to fund the project, a significant portion of the preliminary engineering and a planning level cost estimate will need to be completed by approximately July 15, 2022. It is anticipated that Final Design could occur over Winter 2022 – 2023 with construction beginning Summer of 2023.

**CITY OF BURLINGTON
MAIN ON-CALL AGREEMENT
FOR [TYPE OF SERVICE] SERVICES**

This Main On-Call Agreement (“Agreement”) is entered into by and between the City of Burlington (“City”), acting through its [Department], and [Contractor/Consultant’s Full Name] (“[Contractor/Consultant]”), a business authorized to do business in Vermont, with a principal place of business at [Address]. [Contractor/Consultant] and the City agree to the terms and conditions of this Agreement.

1. DEFINITIONS

- A. **“Effective Date”** means the date on which this Agreement is approved and signed by the City, as shown on the signature page of this Agreement.
- B. **“Party”** means the City or [Contractor/Consultant] and “Parties” means both the City and [Contractor/Consultant].
- C. **“Pool [Contractor/Consultant]”** means a [Contractor/Consultant] selected and deemed qualified by the City to perform specified on-call technical assistance and who have executed Main On-Call Agreements with the City.
- D. **“Services”** means the [Types of Services].
- E. **“Public Health Emergency”** means public health emergencies, as declared by the City, the State of Vermont, or the Federal Government.
- D. **“Work”** means the services described in Section 4 of this Agreement (Scope of Work), along with the specifications contained in the Agreement Documents as defined in Section 8 (Attachments and Agreement Documents) below.

2. RECITALS

- A. **Authority.** Authority to enter into this Agreement exists in the City Charter. Required approvals, clearance, and coordination have been accomplished from and within each Party.
- B. **Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Agreement.
- C. **Background.** The City is in need of qualified [contractors/consultants] to be on-call to perform technical assistance for [Type of Services] services. The City—through a Request for Qualifications process—has identified qualified [contractors/consultants] that can provide such services. [Contractor/Consultant] has been identified as one of those qualified consultants. The City will enter into Main On-Call Service Agreements with each such

consultant and request proposals from those consultant for technical assistance in specified areas as needed.

- D. Purpose.** The purpose of this Agreement is to establish [Contractor/Consultant] as an on-call [contractor/consultant] eligible for being selected and awarded a Work Assignment Contract to perform necessary technical assistance. This Agreement only establishes the on-call eligibility of the [Contractor/Consultant]. Selection and assignment of specific work shall occur under a Work Assignment Contract as described in this Agreement.

3. EFFECTIVE DATE AND TERM

- A. Effective Date.** This Agreement shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay [Contractor/Consultant] for any performance or expense incurred before the Effective Date or after the expiration or termination of this Agreement.
- B. Term.** This Agreement and the Parties respective performance shall commence on the Effective Date and expire on [Date].

4. SCOPE OF WORK

- A. Designation.** [Contractor/Consultant] is hereby designated as a Pool [Contractor/Consultant] eligible for assignment of [Type of Work] work as set forth in Attachment A (Request for Qualifications dated [Date]). When a need for [Type of Work] services arises, the City may issue a request to the Consultant for a scope of work, schedule, list of deliverables, and proposed budget in accordance with Attachment E (On-Call Engineering Contract Process). Upon receipt of such request, Consultant shall submit a proposal containing all information requested by the City. If selected by the City, Consultant shall execute a Work Assignment Contract with the City to perform the selected services.
- B. Limitation.** This Agreement shall not obligate the City to assign work to [Contractor/Consultant], nor shall it obligate the City to limit the procurement of future contractual services for the areas specified in Attachment A (Request for Qualifications dated [Date]) to the Pool [Contractors/Consultants].

5. PAYMENT FOR SERVICES

- A. Contract Fee.** This Agreement only designates [Contractor/Consultant] as eligible for assignment of [Type of Work] work. The City shall only be liable for payment to [Contractor/Consultant] if [Contractor/Consultant] is selected to perform services and executes a Work Assignment Contract with the City. The terms of payment shall be limited to the Work Assignment Contract and the City shall not be liable for any costs or expenses not included in a properly executed Work Assignment Contract. If the [Contractor/Consultant] is selected to perform the designated work, the City shall pay the

[Contractor/Consultant] at the rates specified in the operative Work Assignment Contract(s). [Contractor/Consultant] agrees to accept these payments as full compensation for performance of all services and expenses under this Agreement. The City shall only execute Work Assignment Contracts for amounts that have been previously appropriated.

- B. Maximum Limiting Amount.** The total cumulative amount that may be paid to the [Contractor/Consultant] for all services and expenses under any Work Assignment Contract executed pursuant to this Agreement shall not exceed the maximum limiting amount of [Amount]. The City shall not be liable to [Contractor/Consultant] for any amount exceeding the maximum limiting amount without duly authorized written approval. If this Agreement is renewed or extended, the Parties shall execute an amendment to this Agreement which identifies the maximum limiting amount for the renewal term.

6. ORDER OF PRECEDENT

In the event of a conflict between an attachment and this Agreement, this Agreement will be controlling. In the event of a conflict between this Agreement and a subsequent Work Assignment Contract, this Agreement will be controlling.

7. [RESERVED]

8. ATTACHMENTS & AGREEMENT DOCUMENTS

The Agreement Documents are hereby adopted, incorporated by reference, and made part of this Agreement. The intention of the Agreement Documents is to establish the necessary terms, conditions, labor, materials, equipment, and other items necessary for the proper execution and completion of the Work to ensure the intended results.

The following documents constitute Agreement Documents and are adopted, incorporated by reference, and made part of this Agreement:

- A. Attachment A: Request for Qualifications dated [DATE]**
- B. Attachment B: Contractor's Response to Request for Qualifications dated [DATE]**
- C. Attachment C: Burlington Contractor Conditions**
- D. Attachment D: List of Qualified [Contractors/Consultants]**
- E. Attachment E: On-Call Engineering Contract Process**
- F. Attachment F*: Burlington Livable Wage Ordinance Certification**
 - *Note: Burlington Livable Wage Ordinance Certification must be annually renewed beginning on Effective Date.
- G. Attachment G: Burlington Outsourcing Ordinance Certification**
- H. Attachment H: Burlington Union Deterrence Ordinance Certification**
- I. Attachment I: [Contractor's/Consultant's] Certificate of Insurance**

—The remainder of this page is intentionally left blank. Signatures follow on the next page.—

SIGNATURE PAGE

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

The Parties hereto have executed this Main On-Call Agreement

CONSULTANT
[Insert Firm Name]
[Insert Firm Address]

By: _____
Print Name:
Title:

Date: _____

City of Burlington
[Department]

By: _____
[Department Head's Name]
[Department Head's Title]

Date: _____

DRAFT

This is **EXHIBIT K**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1**

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement: July 17, 2022

Owner: City of Burlington

Engineer: Dufresne Group

Project: Reservoir Improvement Project

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- ☒ Additional Services to be performed by Engineer
- ☐ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☒ Modifications of payment to Engineer
- ☒ Modifications to time(s) for rendering services
- ☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

As shown in Attachment 1 Final Design, Scope of Services.

The fee detail is shown in Table 2, Level of Effort Budget Worksheet with attached 2023 rates in Table 1, which replaces Table 1 in the original agreement.

Updated DEC Certification (Appendix M) and Schedule (Exhibit Q) are attached.

Agreement Summary:

Original agreement amount:	\$90,000
Net change for prior amendments:	\$0
This amendment amount:	\$300,000
Adjusted Agreement amount:	\$390,000

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

CITY OF BURLINGTON

By: _____
Print
name: _____

Title: _____

Date Signed: _____

ENGINEER:

DUFRESNE GROUP

By: _____
Print
name: Naomi Johnson, PE

Title: President

Date Signed: _____

This is **EXHIBIT K**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1**

A1.03 Final Design Phase

I. BASIC SERVICES

- A. Prepare detailed drawings, specifications and contract documents suitable to obtain approval from State and Federal funding agencies as well as define the character and extent of construction activities required for public advertisement for bids for construction. Specifications and contract documents will be based on 16 Division documents as defined by the Construction Specifications Institute (CSI) with EJDC Division 0 documents.

The PROJECT is the Reservoir Improvements Project as described in the December 29, 2022 Preliminary Engineering Report (PER), which includes these items:

1. New pump station
2. Rehabilitation of the existing pump station as recommended in the PER, with architectural, structural and mechanical improvements.
3. Replacement of the reservoirs' membrane covering with an adhered membrane system with spot repairs to the existing concrete
4. Installation of a solar panel system on the reservoirs' roofs in conjunction with the roof improvements
5. Mechanical mixers for the two reservoirs
6. Replacement of the site security fencing and North Reservoir retaining wall with a segmental block wall
7. Stormwater detention in two structures
8. Reline of the 24" diameter water main to the South Reservoir and the reservoir inlet/outlet pipes.

In conjunction with the design activities, coordinate with a solar panel contracting firm to obtain proposed system design layout, details and options for ownership and operation of the solar array system. Provide the information for City review and decisions. Include the requirements of the system installation in the project design documents.

- B. Finalize the scope of existing pump station improvements: The scope of the existing station renovation requires further definition during the final design phase, specifically to determine requirements of the State Historic Preservation Office, any required abatement for hazardous material, the extent of necessary structural improvements

and the specific requirements of the VT 2022 Commercial Building and Energy Standards.

1. The coordination with SHPO is included in the services by Hargen Associates, included in the original contract scope.
 2. Coordination with a hazardous materials testing company is not included within scope of services. The testing and any remediation is by the Owner.
 3. Provide a structural evaluation of the existing pump station to determine the scope of structural improvements.
 4. Provide architectural review and design including review of codes. Provide coordination with a roofing company to inspect the existing slate and EPDM roofing elements and determine the scope of improvements.
- C. Provide an itemized estimate of construction costs based on the final design documents. Provide the OWNER with an estimate of the Total Project Costs for the project including construction, engineering, contingencies and other project related costs.
- D. Submit these drawings, specifications, contract documents and a cost estimate for review to the OWNER and Agency of Natural Resources (ANR) at the 30%, 60% and 90% stages of completion.
- E. Provide written responses to review comments received from the OWNER and ANR.
- F. Provide a 100% set of plans and specifications to the OWNER, ANR review engineer and the ANR Water Investment Division project manager with a request for authorization to bid.
- G. Provide funding assistance including drafting the Step III SRF funding application and providing ongoing assistance with the SRF funding program.
- H. Perform additional topographic survey of the reservoir parcel and project area to obtain additional detail for the existing site conditions plan.
- I. Obtain surface borings by a subcontracted firm to complete split spoon sampling at 4 locations at the pump station site, to depths of 25 ft or refusal.
- J. Meet with the Owner and Agency of Natural Resources (ANR) representatives during the project, via Zoom or other remote meeting format. Prepare agenda, written minutes of the meetings and distribute to attendees. A kickoff meeting and review meetings at the 30%, 60% and 90% stages of completion are included.
- K. Provide assistance to the Owner with Public Meetings including preparing exhibits and meeting attendance.
- L. Assist the OWNER in preparing applications for the permits listed below. Permit fees are not included.

- 1) DWGPD Permit to Construct
 - 2) Department of Public Safety
 - 3) Local Right of Way, Planning/Zoning and Building
- M. Complete the Environmental Information Document and Environmental Report Form, including obtaining a project review determination from the State Historic Preservation Office. The level of effort for the ER assumes the project qualifies for a Categorical Exclusion.

TABLE 1
SCHEDULE OF RATES AND TERMS FOR YEAR ENDING 2023

FEES:

Engineering and Technical Services:

President/ Regional Manager I.....	\$175.00 per hour		
Vice President/Regional Manager II	\$140.00	"	"
Project Manager	\$125.00	"	"
Project Engineer I	\$110.00-\$115.00	"	"
Construction Manager.....	\$105.00	"	"
Regional Manager III.....	\$100.00	"	"
Project Engineer II	\$85.00-\$100.00	"	"
Engineering Technician/Construction Engineer.....	\$65.00-\$90.00	"	"
Engineering Intern.....	\$45.00-\$50.00	"	"

Administrative Services:

Office Manager	\$75.00 per hour
Office Assistant.....	\$65.00 per hour

EXPENSES:

Mileage - passenger car.....	Current IRS Rate
Mileage - survey truck and related equipment.....	\$0.68 per mile

Copying:

24" x 36"	\$2.50 each
8½" x 11" B&W	\$1.10 each
8 ½" x 11" Color	\$2.20 each
11" x 17" B&W	\$4.90 each
11" x 17" Color	\$9.80 each

Subcontracted and subconsultant services if requiredat cost plus 8%

TERMS AND CONDITIONS:

1. Time provided in excess of 40 hours per week or after 9 PM for night time construction observation shall be provided at 150% of the rates shown.
2. Time and expense charges are valid through December 31, 2023.
3. Notes on the Level of Effort Budget Worksheet apply as additional Terms and Conditions.

Date: March 16, 2023

NOTES:	
1	Hourly rates are valid through December 31, 2023.
2	Direct subconsultant costs, if any, are listed in the Sub Consult column. The Cost Per Task column includes an 8% markup on subconsultant direct costs.
3	This table is an estimate for planning purposes. Actual hours, staff assignments, and corresponding billing rates may vary from this estimate.

APPENDIX M

RUS CERTIFICATION PAGE (MODIFIED from RUS BULLETIN 1780-26, EXHIBIT C)

DEC CERTIFICATION PAGE

PROJECT NAME: Reservoir Improvement Project
PROJECT LOCATION: Reservoir Site, Main Street, Burlington, Vermont
APPLICANT & LOAN/GRANT NUMBER: _____

The Engineer and Owner hereby concur in the Funding Agency required revision to E-500 (2014). In addition, the Engineer certifies to the following:

All modifications required by DEC and RUS Bulletin 1780-26 have been made in accordance with the terms of the license agreement, which states in part that the Engineer “must plainly show all changes to the Standard EJCDC Text, using ‘Track Changes’ (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.” Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

SUMMARY OF ENGINEERING FEES

Note that the fees indicated on this table are only a summary and if there is a conflict with any provision of Exhibit C, the provisions there overrule the values listed on this table. Fees shown will not be exceeded without the concurrence of the Agency.

Description of Steps and Services	Fee Amount	Basis of Payment (Lump Sum or NTE)
1. Step 0 – Feasibility Study		LS/NTE
2. Step I – Preliminary Engineering		
a. Preliminary Engineering Report Services	\$90,000	LS/NTE
b. Environmental Information Document Services		LS/NTE
c. Additional Services included in Step I (include additional lines and itemize each item separately)		LS/NTE
3. Step II – Final Design		
a. Basis of Final Design and Final Design Plans and Contract Documents	\$300,000	LS/NTE
b. Additional Services included in Step II (include additional lines)		LS/NTE
4. Step III		
a. Bid Phase Services		LS
b. Construction Phase Services		LS
c. Resident Project Representative Services		NTE
d. Post Construction Phase Services		LS
e. Additional Services included in Step III (include additional lines)		LS/NTE

Exhibit M – DEC Certification Page

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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Page 1

5. Total Engineering Costs	\$390,000	
6. Construction Costs		
a. Contract 1		
b. Small Purchase		
c. Additional Items (include additional lines)		
7. Total Project Cost		
8. Total Bond Amount		

SCOPE OF SERVICES

The scope of services can be found in the following pages of the contract: Exhibit A and Exhibit J.

PROGRESS MEETING AND DELIVERABLES

DEC places funding holds on projects at the 30%, 60%, and 90% of engineering Step I & II (planning and final design) services pending a project meeting and deliverables. Holds may be negotiated to add or delete holds based on the needs of the project. This contract involves the following Step ____ deliverables and meetings:

Percent Complete	Approximate Meeting Schedule	Deliverables
30%		
60%		
90%		
Final		

Any adjustments to engineering fees or changes to maximum estimated values must be approved by the Agency and must include a table of what specific category or categories of fees are being changed, what fees were before and are after the change, and the resulting total fee.

DUFRESNE GROUP

Engineer

Date

Naomi Johnson, President

Name and Title

CITY OF BURLINGTON

Owner

Date

Name and Title

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative

Date

Name and Title

Last Revised: 3/26/19

EXHIBIT Q,

MODIFIED PROJECT SCHEDULE

I. General:

1. The OWNER and DG recognize the project schedule is based on the initiation of services date shown below. Delays in the initiation of the start date or due to OWNER and regulatory review time may delay other interim dates as shown herein.
2. Engineering services as provided under this AGREEMENT begin with the execution of this AGREEMENT.
3. This schedule replaces and supplants the previously agreed upon and executed schedule of July 17, 2022, previously known as Exhibit A.

II. Schedule:

1. Services are expected to commence upon receipt of a signed agreement and proceed along the following general schedule:
 - A. Preliminary Engineering ReportCompleted December 29, 2022
 - B. Start Final Design..... November 15, 2023
 - C. 30% Final Design December 30, 2023
 - D. 60% Final DesignFebruary 15, 2024
 - E. 90% Final Design April 30, 2024
 - F. 100% Documents.....July 30, 2024

Some of the services listed above are based upon review times by regulatory agencies or construction activities. In these cases, completion of services by DG is dependent on parties beyond the control of either the OWNER or DG. If regulatory review times extend beyond the times normally expected the interim dates and completion dates listed may be affected.

Board of Finance and City Council Submission Checklist

Department: DPW – Water Resources Submitter: Kate Komorowski

Title/Subject: Reservoir Improvements Project – Step II

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	12/18/2023

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	12/12/2023	Chapin Spencer
Mayor's Office informed and approved memo	Yes	12/12/2023	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.	12/13/2023	Draft reviewed by Hayley McClenahan, execution pending final review
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	12/13/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	12/12/2023	Kathy Zhou – Bond counsel – approved resolutions 12/11/2023
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, pending Attorney review and approval
Additional Materials, if necessary	Yes	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Choose an item.	Click or tap here to enter text.

Resolution Relating to

AUTHORIZATION FOR UP TO \$345,000 STEP II LOAN
FROM VERMONT DRINKING WATER STATE
REVOLVING FUND FOR FINAL DESIGN OF RESERVOIR
IMPROVEMENTS PROJECT

RESOLUTION 7.20

Sponsor(s): Bd. of Finance

Introduced: 12/18/23

Referred to: _____

Action: adopted

Date: 12/18/23

Signed by Mayor: 12/19/23

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 Drinking Water State Revolving Fund provides loans for final
2 design engineering (Step II) of municipal drinking water system projects; and

3 WHEREAS, the City has determined the need to make improvements to the City's Drinking Water
4 Reservoir and the Reservoir Pump Station to improve the resiliency and redundancy of the drinking water
5 system; and

6 WHEREAS, the such improvements include, but are not limited to, replacement of the roof and
7 retaining wall of the Reservoir, installation of mixing equipment, installation of security equipment for the
8 Reservoir site, construction of a new, modern Reservoir Pump Station and rehabilitation of the existing pump
9 station for redundancy purposes ("the Project"); and

10 WHEREAS, the City has followed a competitive qualifications-based procurement process required by
11 the State and selected Dufresne Group as the most qualified contractor for the planning, design and
12 construction engineering oversight of this Project; and

13 WHEREAS, the City hired Dufresne Group to complete preliminary engineering and executed an
14 engineering services agreement for \$90,000, such cost funded by American Rescue Plan Act funding awarded
15 to the City; and

16 WHEREAS, the final design of the Project is estimated to require an amendment to the existing
17 engineering services agreement increasing the contract amount of \$90,000 by \$330,000 for a resulting total
18 contract amount of \$420,000, including project contract scope contingency; and

19 WHEREAS, City staff time is eligible for reimbursement by the Drinking State Revolving Fund and is
20 estimated to be up to \$15,000; and

21 WHEREAS, this Project is eligible for a Step II State of Vermont Drinking Water State Revolving
22 Fund Final Design Loan for this phase of engineering (\$330,000) and for the eligible staff time (\$15,000), in
23 the aggregate amount of \$345,000; and

24 WHEREAS, the standard Drinking Water State Revolving Loan Fund terms for projects of this type
25 are up to 10 years at 0% interest; 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 \$345,000 STEP II LOAN FROM VERMONT
DRINKING WATER STATE REVOLVING FUND FOR FINAL DESIGN OF
RESERVOIR IMPROVEMENTS PROJECT

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 and final design 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 II Loan Application for Revolving Loan Funds under 24 V.S.A. Chapter 120 and to apply to the Vermont Drinking Water State Revolving Fund and Vermont Bond Bank (the "Bank") for the financing of a Loan in a principal amount not to exceed \$345,000 (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 to execute an amendment to the engineering services agreement with Dufresne Group for Step II final design services in an additional amount not to exceed \$330,000, for a total authorized amount not to exceed \$420,000, including project contract scope contingency, 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 \$345,000 Step II Loan From Vermont Drinking Water State
Revolving Fund For Final Design Of Reservoir Improvements Project

.....

Adopted by the City Council

December 18....., 20 23.....

 Clerk

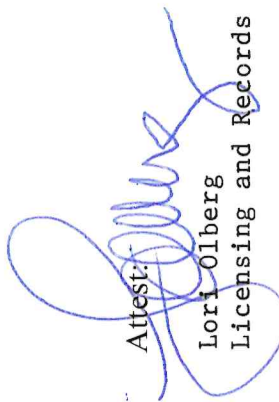
Approved December 19....., 20 23.....

 Mayor

Vol. Page

Attest:

Lori Olberg
Licensing and Records Coordinator



Resolution Relating to

AUTHORIZATION FOR UP TO \$352,127 STEP I LOAN
FROM VERMONT DRINKING WATER STATE
REVOLVING FUND FOR SERVICE LINE INVENTORY
PROJECT

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 Drinking Water State Revolving Fund (“DWSRF”) provides loans for planning and preliminary engineering (Step I) of municipal drinking water system projects; and

WHEREAS, the City, has undertaken a system wide service line material inventory project in order to improve its database of service line asset information, confirm the absence of lead pipes, and comply with the Revised EPA Lead and Copper Rule (the “Project”) by October 2024; and

WHEREAS, the State’s DWSRF Intended Use Plan includes approval for significant subsidies for the Project, including loan forgiveness of 100% for costs up to \$100,000 and at least 50% for any additional costs exceeding \$100,000; and

WHEREAS, City staff time and outreach expenses for the Project are eligible to be funded through a Step I loan, thereby minimizing the financial impact of the costs of the Project on City ratepayers; and

WHEREAS, the City has prepared a budget for the Project, which is estimated to total \$352,127 including a 10% contingency; and

WHEREAS, this Project is eligible for a Step I State of Vermont Drinking Water State Revolving Fund Loan; and

WHEREAS, the standard Drinking 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 I Loan Application for Revolving Loan Funds under 24 V.S.A. Chapter 120 and to apply to the Vermont Drinking Water State Revolving Fund and Vermont Bond Bank (the “Bank”) for the financing of a Loan in a principal amount not to exceed \$352,127 (the “Loan”) subject to final review and approval by the Chief Administrative Officer and City Attorney; and

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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.

MM/Resolutions 2023/Authorization For Up To \$352,127 Step I Loan From Vermont Drinking Water State Revolving Fund For Service Line
Inventory Project
December 18, 2023



MEMORANDUM

TO: Board of Finance / City Council

FROM: Megan Moir, Water Resources Division Director
Emily Piersiak, Water Resources GIS and Field Specialist

DATE: December 18, 2023

RE: Lead and Copper Rule Revisions – Authorization for a Step I Drinking Water State Revolving Fund Loan for Service Line Inventory Program

REQUEST

The Department of Public Works (DPW) and its Water Resources Division (WRD) seeks authorization, through the attached resolution and motion, to apply for Step I: Planning Drinking Water State Revolving Fund (“DWSRF”) loans in an amount up to \$352,127 to support the inventory of service line materials throughout the City and to designate the Mayor and appropriate City staff to execute associated documents.

BACKGROUND

Drinking water is delivered to individual properties through a piped connection (“service line”) from the water main, a larger diameter pipe usually found in the City right of way, to the building. The Burlington Code of Ordinance Chapter 31 does assign some financial responsibility for this pipe to the property owner, but ultimately it is still part of the Burlington Drinking Water System. Additionally, while the City Drinking Water System does not have any responsibility for the pipes or pipe material beyond the water meter, the water quality is regulated all the way to the tap. Because of this, in addition to the frequent testing conducted at the water treatment plant, the City takes also regular samples from taps at variety of different locations according to State and Federal regulations. This data is publicly available and the City publishes an annual Water Quality Report which summarizes the testing.

(See: <https://www.burlingtonvt.gov/water/Water-Quality-Reports>)

One set of regulations, the Lead and Copper Rule, focuses specifically on keeping drinking water consumers safe from the potential health effects of these possible pipe materials. National awareness of the health effects of lead exposure through drinking water first peaked in the early 1980s. In 1982, Burlington started conducting sampling to assess lead, copper, iron, zinc and cadmium levels in the drinking water. Six sites had elevated lead levels during the “immediate sample” at the tap (there are a variety of sampling methods to capture the various types of exposure). Due to this finding and the fact that Lake Champlain water has characteristics (“soft”, neutral pH, low in dissolved metals) that can be corrosive to indoor plumbing, Burlington began implementing

corrosion control with Sodium Hydroxide (pH adjustment) in 1984 and later switched to Zinc Orthophosphate (physical coating of the inside of pipes and fixtures) in 1990.

In 1986, the Safe Drinking Water Act was amended to ban the use of lead pipes in water systems, but did not retroactively require drinking water systems to remove any lead pipes in their systems. In 1991, the EPA passed the Lead and Copper rule to establish maximum contaminant levels for both lead and copper and required systems to implement treatment techniques if more than 10% of their samples exceeded those levels. Since Burlington implemented zinc orthophosphate-based corrosion control Burlington has been compliant with the 1991 EPA Lead and Copper rule sampling (sampling required every 3 years at State approved sites).

National discourse on lead in drinking water peaked again after the Flint, Michigan tragedy – and the EPA recently issued a rule revision to better protect children and communities from lead by identifying and removing significant sources of lead from the nation’s drinking water systems. Generally speaking, the most significant source comes from service lines made of lead – and this has become the primary target of the 2021 Lead and Copper Rule Revision, which first requires communities to do a comprehensive inventory of all the service lines in their community and then to replace lead pipes or galvanized pipes that are downstream of a pipe that was lead at one time. The results of inventory effort are due October 16, 2024. While the regulations allow for submission of an inventory that still has “unknown” material for service lines (since portions can only be known by subsurface exploration), the City must demonstrate that significant effort was made to attempt to complete the inventory to the maximum extent practicable.

While Burlington does not have a high likelihood of lead service lines (staff have not encountered service line installation records¹ or evidence in the field of lead service lines), we do not have a comprehensive database of the material types of our estimated 11,009 service lines (includes fire service and other non-potable lines). Regardless of the regulatory driver, Burlington Water Resources welcomes this opportunity to ensure the best water quality for our consumers and to improve our asset inventory, especially related to the location of galvanized service lines which are prone to leaking.

The Service Line Inventory Project

Staff have already started reviewing the volumes of historical service line installation records and are now shifting into a higher level of effort in this record review (thanks to the hire of a temporary employee) and onto resident engagement to get property owners to assist with the identification of the pipe material coming into the building.

WRD staff have created a page² on the City website with information about the project, Frequently Asked Questions, and a survey for residents and homeowners to share their

¹ Burlington’s annual reports from 1929 – 1937 list various pipe materials, including galvanized, cast iron and lead; reports from 1938 onwards no longer mention lead. It is possible that the lead referenced in the earlier years is the short section of lead connector found on galvanized metal pipes. Lead pipe sections less than 2’ in length have been classified by EPA as not requiring replacement.

² <https://www.burlingtonvt.gov/water/slip>

service line information. Over the last month, Staff provided presentations to the DPW Commission and the Council's Transportation, Energy & Utilities Committee. The project and our outreach efforts were well received.

Staff are coordinating with Customer Care to inform the public of this project and to solicit survey responses by including project information in the quarterly WRD newsletter as well as separate project specific mailings to both property owners and residents. Staff will also coordinate with the Burlington School District as well as universities to share the message widely and encourage more survey responses. Critical information will be translated for the benefit of Burlington residents from all backgrounds.

In the Spring, staff will begin to target outreach and schedule appointments for properties with unknown service line materials following the comprehensive records review and to confirm any survey results that are not explicitly clear. Customers who live in older neighborhoods that have a higher likelihood of galvanized service lines will be prioritized.

A public webmap will be made available as a resource for residents and property owners to access the results of the inventory and show our progress.

In the unlikely event that a lead service line is found, it will be replaced at no cost to the property owner.

Completing the Project In-House

While some communities are hiring consultants to complete this effort, Burlington Water Resources decided early on that due to the extensive internal record research and to the eventual need to communicate directly with our customers, that it would be most cost effective to complete the project in-house, albeit with some hiring of temporary employees as mentioned above. Fortunately, the State has deemed the use of in-house resources as eligible for the loan and loan forgiveness programs mentioned below, up to \$55/service line.

Burlington Water Resources is seeking to cover what we believe is the bulk of our additional costs through the DWSRF loan program – especially given the significant subsidy that is available (see more below). The estimate below captures the easily trackable labor expenses as well as materials for the outreach and engagement we are doing (as described above).

Task	# of lines	time (hours)	total number of hours	Maximum average billable rate per hour	Total
Review of records and entry into database	11009	0.133	1468	\$ 30.00	\$44,040
Inspection of service lines (including travel time and administration)	2500	1.25	3125	\$ 75.00	\$234,375
Labor Estimate					\$278,415
Materials					Total
Mailers					\$13,200
Advertisement budget					\$10,000
Survey Response incentives (gift cards - 5 months of 2 x \$50 gift cards)					\$1,000
Verification tools for homes with grey pipes (to confirm galvanized vs. lead); magnets or lead swabs					\$12,500
Translation services					\$5,000
Materials total					\$41,700
Total Labor + Materials					\$320,115
10% contingency					\$32,012
Step I Planning Loan Request (Labor + Materials + Contingency)					\$352,127

Table 1: Project Billable Budget

PROJECT COST AND LOAN SUMMARY:

This project is eligible for a Drinking Water State Revolving Fund Step I Planning Loan. The SRF Intended Use Plan identifies a subsidy program in the form of loan forgiveness of 100% for the first \$100,000 and at least 50% for the amount above \$100,000. This brings the total debt service for this important effort down from \$352,127 to \$126,064.

Loan Repayment Calculation with Loan Subsidy (Loan Forgiveness)	
100% loan forgiveness on first \$100,000	\$ (100,000.00)
At least 50% loan forgiveness on amount above \$100,000	\$ (126,063.25)
Resulting Maximum Loan to be Repaid (0% interest over 5 years)	\$126,063.25
Yearly Repayment	\$25,212.65

Unlike most other SRF loans, it is currently assumed that this loan would remain as a Step I loan (0% interest) and would be repaid over 5 years, starting the fiscal year after the project completion (earliest repayment would be FY26, giving appropriate time for inclusion into a budget). In the event that the inventory results in the need to perform significant construction (replacement of lead or other service lines) then it is possible that this Step I loan would be rolled into a Step II and then Step III loan (2% administrative fees, up to 20 year repayment). Those steps would involve additional approvals by the Board of Finance and City Council.

Thank you for your consideration of this request.

ATTACHMENTS

- Appendix A: Draft Resolution

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."

Board of Finance and City Council Submission Checklist

Department: DPW Water Resources Division Submitter: Megan Moir/Emily Piersiak
 Authorization for Step I Drinking Water State Revolving Fund Loan for Service Line
 Title/Subject: Inventory Program

	Approval:	Meeting Date:
☐		
☐		Click or tap to enter a date.
☒	Concurrent	12/18/2023

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	12/12/2023	Chapin Spencer
Mayor's Office informed and approved memo	Yes	12/13/2023	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	12/13/2023	Hayley McClenahan and Bond Counsel Kathy Zhou
CAO has reviewed budget, financing, and memo	Yes	12/13/2023	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?	N/A	
Additional Materials, if necessary	Choose an item.	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Draft resolution, reviewed by bond counsel
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 \$352,127 STEP I LOAN
FROM VERMONT DRINKING WATER STATE
REVOLVING FUND FOR SERVICE LINE INVENTORY
PROJECT

RESOLUTION 7.21

Sponsor(s): Bd. of Finance

Introduced: 12/18/23

Referred to: _____

Action: adopted

Date: 12/18/23

Signed by Mayor: 12/19/23

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 Drinking Water State Revolving Fund (“DWSRF”) provides loans
2 for planning and preliminary engineering (Step I) of municipal drinking water system projects; and

3 WHEREAS, the City, has undertaken a system wide service line material inventory project in order to
4 improve its database of service line asset information, confirm the absence of lead pipes, and comply with the
5 Revised EPA Lead and Copper Rule (the “Project”) by October 2024; and

6 WHEREAS, the State’s DWSRF Intended Use Plan includes approval for significant subsidies for the
7 Project, including loan forgiveness of 100% for costs up to \$100,000 and at least 50% for any additional costs
8 exceeding \$100,000; and

9 WHEREAS, City staff time and outreach expenses for the Project are eligible to be funded through a
10 Step I loan, thereby minimizing the financial impact of the costs of the Project on City ratepayers; and

11 WHEREAS, the City has prepared a budget for the Project, which is estimated to total \$352,127
12 including a 10% contingency; and

13 WHEREAS, this Project is eligible for a Step I State of Vermont Drinking Water State Revolving
14 Fund Loan; and

15 WHEREAS, the standard Drinking Water State Revolving Loan Fund terms for projects of this type
16 are 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 Works,
22 or his designee, to complete the Step I Loan Application for Revolving Loan Funds under 24 V.S.A. Chapter
23 120 and to apply to the Vermont Drinking Water State Revolving Fund and Vermont Bond Bank (the “Bank”)
24 for the financing of a Loan in a principal amount not to exceed \$352,127 (the “Loan”) subject to final review
25 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 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.

MM/Resolutions 2023/Authorization For Up To \$352,127 Step I Loan From Vermont Drinking Water State Revolving Fund For Service Line
Inventory Project
December 18, 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..\$352,127..Step I Loan From Vermont Drinking Water State
Revolving Fund For Service Line Inventory Project

.....

Adopted by the City Council

..... December 18....., 2023.....

..... Clerk

Approved...December 19....., 2023.....

..... Mayor

Vol. Page

Attest:

Lori Olberg
Licensing and Records Coordinator

* * * * *

Resolution Relating to

AUTHORIZATION FOR UP TO \$1,132,767 STEP II LOAN
FROM VERMONT CLEAN WATER STATE REVOLVING
FUND FOR FINAL DESIGN OF UPGRADES FOR
CRESCENT BEACH, PROCTOR PLACE AND WATER
PLANT (PENNY LANE) PUMP STATIONS

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 I) and final design engineering (Step II) of municipal wastewater and stormwater system projects; and

WHEREAS, the City has determined the need to replace and modernize various wastewater pump stations to properly convey wastewater from low-lying areas to Wastewater Treatment Plants; and

WHEREAS, the City previously executed a Step I loan for \$350,000 in October 2020 to conduct planning and preliminary engineering for nine (9) of the City’s 25 pump stations and which included an allowance of up to \$50,000 of City staff time; and

WHEREAS, from that planning effort three pump stations, Crescent Beach, Proctor Place and the Water Plant (Penny Lane) Pump Stations were determined to be the highest risk pump stations; and

WHEREAS, the Crescent Beach, Proctor Place and the Water Plant (Penny Lane) Pump Stations (“the Project”) are ready to proceed to final design (Step II); and

WHEREAS, the City has followed a competitive qualifications based procurement process required by the State and selected Hoyle Tanner as the most qualified contractor for the planning and design of this Project; and

WHEREAS, the final design of the pump station upgrades is estimated to require an amendment of \$782,767 to the existing contract amount of \$300,000 for a resulting total contract authorization of \$1,082,767, including project contract scope contingency up to \$26,097; and

WHEREAS, this Project is eligible for a Step II State of Vermont Clean Water State Revolving Fund Final Design Loan inclusive of the previous Step I loan amount and totaling \$1,132,767; and

WHEREAS the standard Clean Water State Revolving Loan Fund terms for projects of this type are up to 10 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 and final design without prior voter approval, provided that such debt shall be included in any subsequent public authorization of indebtedness necessary to

AUTHORIZATION FOR UP TO \$1,132,767 STEP II LOAN FROM VERMONT CLEAN WATER STATE REVOLVING FUND FOR FINAL DESIGN OF UPGRADES FOR CRESCENT BEACH, PROCTOR PLACE AND WATER PLANT (PENNY LANE) PUMP STATIONS

26 construct the project for which the planning loans are used;

27 NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of Public
28 Works, or his designee, to complete the Step II Loan Application for Revolving Loan Funds under 24 V.S.A.
29 Chapter 120 and to apply to the Vermont Clean Water State Revolving Fund and Vermont Bond Bank (the
30 “Bank”) for the financing of a Loan in a principal amount not to exceed \$1,132,767 (the “Loan”) subject to
31 final review and approval by the Chief Administrative Officer and City Attorney; and

32 BE IT FURTHER RESOLVED that the City Council authorizes the Director of Public Works to
33 execute an amendment to the Engineering Services Agreement with Hoyle, Tanner for Step II final design
34 services in an additional amount not to exceed \$782,767, inclusive of project contract scope contingency in the
35 amount of \$26,097, for a total authorized expenditure not to exceed \$1,082,767; and to further authorize the
36 Director of Public Works to execute any further amendment to the Agreement within the approved
37 contingency necessary to complete the project contract scope, subject to review and approval by the City
38 Attorney’s Office; and

39 BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, Chief Administrative
40 Officer, and Banking and Cash Operations Manager, individually or collectively, to execute and deliver: (i) a
41 loan agreement with the Bank to evidence the Loan and the repayment thereof; (ii) one or more bond(s) or
42 promissory note(s) in an aggregate principal amount not to exceed the Loan; (iii) such documents and
43 instruments as the Bank may request in connection with the Loan, in such form and with such terms as they
44 deem necessary and in the City’s best interest; and (iv) such other documents and instruments necessary or
45 convenient in connection with the Loan, all subject to the prior review and approval by the City Attorney’s
46 Office or Bond Counsel to the City; and

47 BE IT FURTHER RESOLVED that the City Council designates the following City staff member as
48 alternate authorized representatives of the Project with authority to execute administrative or reimbursement
49 documents (and other ancillary documents other than the loan application or loan agreements): Department of
50 Public Works Water Resources Division Director Megan Moir.

51

52

53 MM/AW/Resolutions 2023/Authorization For Up To \$1,132,767 Step Ii Loan From Vermont Clean Water State Revolving Fund For Final Design
54 Of Upgrades For Crescent Beach, Proctor Place And Water Plant (Penny Lane) Pump Stations
55 December 18, 2023



MEMORANDUM

TO: Board of Finance/City Council

FROM: Megan Moir and Ashley Walenty, DPW - Water Resources

DATE: December 18, 2023

CC: Chapin Spencer, DPW Director

RE: Final Design Phase 2 Step II Loan Application and Engineering Services Agreement Amendment with Hoyle Tanner for 3 High Priority Pump Stations & Forcemain Upgrades

REQUEST:

The Department of Public Works ("DPW") Water Resources Division seeks authorization, through the attached resolution and motion, to apply for a Step II State Revolving Fund ("SRF") loan in the amount of \$1,132,767 (inclusive of the previously approved \$350,000 Step I loan) for the final design of Phase 2 Remote Wastewater (WW) Infrastructure Improvements to the Crescent Beach, Proctor Place and Water Plant (Penny Lane) pump stations, to execute an engineering services agreement amendment with Hoyle Tanner (HT) for an increase of \$782,767, plus a contingency up to \$26,097 rolled over from Step I work and a total resulting contract authorization not to exceed \$1,082,767, and to designate the Mayor and appropriate City staff to execute associated documents.

BACKGROUND:

The Remote Wastewater Infrastructure Improvements Project is a project that is a part of the Clean Water Resiliency Plan (CWRP) which received 92% voter approval for the Bond vote in November 2018.¹ Most of the current pump stations in the City's network are 50 years or older and recent and continuous failures have resulted in emergency repairs and some unpermitted sewer discharges. This work is being accomplished throughout multiple phases and likely, multiple bond votes, based on the needs of the rest of the wastewater system, such as the wastewater treatment plants themselves. The Phases are as follows:

- 2018 – Assessment determined eleven of the City's twenty-five existing sewage pump stations require upgrading and/or full replacement.
- 2019-2023 – Implementation of Phase I brought the first two of the eleven pump stations, Flynn Avenue and Fletcher Place, to final completion.
- 2021-2023 – Completion of the Preliminary Engineering Report ("PER") for the remaining

¹ More information on the CWRP can be found here: <https://www.burlingtonvt.gov/dpw/water/cwrp/>

- nine (9) stations and their associated forcemains.
- 2023-2025 – Phase 2 Final Design for the top three highest risk pump stations that required complete replacements, Crescent Beach, Proctor Place, and Water Plant (Penny Lane. Completion of Appletree Bay Pump Station upgrade in-house with annual capital.
- 2026-2029 – Phase 3 Design and Construction for the final five of the pump stations that need to be rehabilitated).

Phase I of the improvements focused on the highest risk pump stations located at the end of Flynn Avenue and the end of Fletcher Place and were completed in the spring of 2023, with a full upgrade to the pumping systems including mechanical and electrical equipment and the addition of an emergency generator at Flynn and a storage tank at Fletcher, in case of power failure. The forcemains at both Flynn and Fletcher were also replaced under the loan. The loan amount for Phase I is \$1,852,099, minus \$85,352 of loan forgiveness (\$1,766,747 to be repaid).

Phase 2 focuses involves the preliminary engineering of the remaining nine (9) stations and their associated force mains and the final design and construction of the highest risk pump stations. The Board of Finance and City Council authorized a Step I loan of \$350,000 for the preliminary engineering study for these pump stations in October 2020². The PER was substantially completed this year, and the City utilized the report to select the next three pump stations to be rehabilitated based on criticality (consequence of failure and likelihood of failure). Based on the results of the PER, the City selected Crescent Beach, Proctor Place, and Water Plant (Penny Lane) pump stations and associated forcemains to move into the final design stage. Additionally, one of the remaining pump stations (Appletree Bay) was identified early on in the PER process as a candidate for the City to upgrade in-house this year and thus reduced the remaining pump stations needing investment in Phase 3 to five pump stations.

Phase 3 will focus of the required investments for five of the remaining six pump stations – but the design and implementation of those improvements are likely to be triaged until later this decade.

PROJECT COST AND LOAN SUMMARY:

The State has authorized previous Step I (Preliminary Engineering) costs for this project under CWSRF loan RF1-279 - Remote Wastewater Infrastructure Improvements – Phase II.

Under the CWSRF loan program, previous loans are rolled into subsequent loans as the project progresses towards construction (Step III). Step I and Step II 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 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.

The following summary table outlines the current costs that comprise the total CWSRF Step II (Final Design) Loan amount.

² <http://go.boarddocs.com/vt/burlingtonvt/Board.nsf/goto?open&id=BTYPM264DB24>

Remote Wastewater Infrastructure Improvements – Phase II (*Revised costs shown in italics*)

Item	Estimated Costs	Funding
Step I: Hoyle, Tanner & Associates Remote Wastewater Preliminary Engineering Phase II (Next 9 Pump Stations)	\$300,000	Original Step I Loan Authorization NTE: \$350,000 <i>Step II Loan Authorization NTE: \$1,132,767</i>
DPW Staff Engineering	\$50,000	
Hoyle, Tanner & Associates ESA Amendment #1	No Cost Amendment	
Hoyle, Tanner & Associates ESA Amendment #2	No Cost Amendment	
<i>Step II: Hoyle, Tanner & Associates Remote Wastewater Final Design Amendment - (Crescent Beach, Proctor Place & Water Plant Pump Stations)</i>	<i>\$782,767</i>	
TOTAL STEP II LOAN NTE:	<i>\$1,132,767</i>	

This represents a total overall borrowing amount not to exceed \$1,132,767. The above project will also be eligible for up to \$100K of planning/design subsidy (loan forgiveness). The Step I loan has an additional \$26,097 left in the loan funds that can be utilized as a contingency amount for the Step II work if required.

At this point, it is anticipated that construction funding for these improvements will likely be part of a future voter authorization request, tentatively planned for November 2024, in order to ensure that sufficient funding is available for the higher priority improvements related to Stage 0 of the Wastewater Plant Improvements project and the Callahan Combined Sewer Storage Tank. That said, if existing voter authorized funding remains, these pump station upgrades will be prioritized appropriately, and loan repayment would begin the full fiscal year following project completion.

ATTACHMENTS:

- Appendix A: Remote Wastewater Infrastructure Improvements Draft Engineering Services Agreement Amendment No. 3 Scope of Work
- Appendix B: Resolution

MOTIONS:

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."

Thank you for your consideration of this request.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 3

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement: March 15, 2021

Owner: City of Burlington, Vermont

Engineer: Hoyle, Tanner & Associate, Inc.

Project: Refurbishment of 9 City Wastewater Pump Stations and Force Mains

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

x Additional Services to be performed by Engineer

x Modifications to time(s) for rendering services

Description of Modifications:

Background

As requested by the City, this Original Agreement Amendment No. 3 is to perform the CWSRF Step II Final Engineering Phase for the following three pump stations: Proctor Place (PP), Crescent Beach (CB) and Water Plant (WP). The designs shall follow the recommendations contained in the *Remote Wastewater Pump Station Infrastructure Improvements Project, 100% Preliminary Engineering Report for the Refurbishment of 8 City Wastewater Pump Stations and Force Mains* dated September 27, 2023 by Hoyle, Tanner and Associates, Inc. The designs shall be based upon the City DPW standard submersible wastewater pump station design including the Flynn Ave. pump station and the Fletcher Place pump station. Step II Designs for the Appletree Point, Leddy Park, Upper Beach, South Cove, Van Patten and Chase Street Pump Stations are not included in this Amendment.

Preliminary Design Phase

1. Original Agreement, Exhibit A, Part 1 – Basic Services A1.02 Preliminary Design Phase shall be added to the Agreement. Original Agreement, Exhibit A, Part 1 – Basic Services A1.02 (A)(7), (9), (10), (11) and Original Agreement, Exhibit A, Part 1 – Basic Services A1.02 (B) shall be deleted from the Agreement.
2. The Engineer shall prepare for and conduct a project Kick-Off Meeting with the Owner to review the proposed project final design scope of work objectives, receive input, and review the project schedule. The Engineer will draft meeting minutes of the Kick-Off Meeting.
3. The Engineer shall complete a topographic land and utility survey of the pump station site areas and proposed force main replacement alignments to the extent needed to complete final engineering design drawings for the proposed project. The Engineer shall not enter confined spaces to obtain utility information. The City shall provide

staff to enter confined spaces to collect utility information if needed. The Engineer shall coordinate with Utility owners, like Burlington Electric Department (BED) and Vermont Gas Systems, to collect Utility Record Drawing information for final engineering design purposes.

4. The Engineer shall complete a wetland delineation and provide wetland permitting assistance for the Proctor Place Pump Station.
5. Based upon the results of the topographic land and utility survey the Engineer shall prepare an existing topographic and utilities plan. The plan will be tied to the Vermont State Plane Coordinate System & NAD 83 and the elevations will be tied to the North American Datum of 1988 (NAVD88).
6. The Engineer shall develop the 25% Drawing Plans.
7. The Engineer shall engage a subconsultant to perform an underground utility investigation within the right-of-way (ROW) project areal extent, as needed, to collect Quality Level B utility information for the proposed project.
8. The Engineer shall integrate the Quality Level B utility information into the project design plans and submit the 30% Deliverable including the draft plans, sections, and technical specifications table of contents. The Engineer will meet with the Owner and Agency staff to discuss the 30% Deliverable and receive comments from the Owner and Agency staff. The Engineer will draft meeting minutes of the 30% Deliverable Meeting.
9. The Engineer shall prepare and submit a *Desktop Review Report* in general conformance with the Linear Construction Document prepared by VT DEC WMPD, dated January 3, 2022. This *Desktop Review Report* shall document the location of potentially contaminated soils within the project area. This work may include review of the Vermont Agency of Natural Resources Atlas (ANR Atlas), and Vermont DEC Environmental Research Tool, RCRA records, Act 250, and municipal zoning records, Sanborn Fire Maps, VT AOT maps, historical maps, and local directories. The Engineer shall also contact VT DEC Sites Management Section (SMS) staff and property owners to request information for parcels with known underground storage tanks and/or hazardous waste generation to determine the type of contaminants generated/stored and existing condition of containment. The Engineer shall document findings in the Report. If recognized environmental conditions, contamination, or suspected contamination are identified, then the Engineer shall prepare a *Soil Management Plan (SMP)* for review and approval by VTDEC Waste Management and Prevention Division (WMPD), Sites Management Section (SMS). The approved SMP shall be incorporated into the Contract Documents and may include potential areas of contamination and estimated volumes of contaminated soils to be managed. If required soil borings, media testing, and development of a Corrective Action Plan (CAP) for public comment may be provided as Additional Services.
10. The Engineer shall provide VT SHPO permitting assistance.

Final Design Phase

11. Original Agreement, Exhibit A, Part 1 – Basic Services A1.03 Final Design Phase shall be added to the Agreement.
12. The Engineer shall integrate the comments received from the Owner and Agency staff regarding the 30% Deliverable in advancing the 60% Deliverable including the final design plans, sections and the draft technical specifications. We will meet with the Owner and Agency staff to discuss the 60% Deliverable and receive comments from the Owner and Agency staff. The Engineer will draft meeting minutes of the 60% Deliverable Meeting.
13. The Engineer shall engage a subconsultant to perform a 20' wide underground utility investigation, as needed, centered on the 60% Drawing Plans, to collect Quality Level A utility information for the proposed project.
14. The Engineer shall integrate the comments received from the Owner and Agency staff regarding the 60% Deliverable and the Quality Level A utility information in advancing the 90% Deliverable which shall include the

90% Final Design Plans, Sections and Details and the 90% Technical Specifications, Opinion of Probable Construction Cost and Construction Phase Schedule. We will meet with the Owner and Agency staff to discuss the 90% Submittal and receive comments from the Owner and Agency staff. The Engineer will draft meeting minutes of the 90% Deliverable Meeting. The Engineer shall integrate the comments received from the Owner and Agency staff regarding the 90% Deliverable in advancing the Final Deliverable which shall include the Final Design Plans, Sections and Details, Technical Specifications, Contract Documents, Opinion of Probable Construction Cost and Construction Phase Schedule.

15. The Engineer shall provide environmental permitting assistance.
16. The Engineer shall provide railway pipeline crossing engineering assistance.
17. The Engineer shall prepare a Step 3 Construction Engineering Services Agreement (ESA) for bid phase and construction phase services.

Schedule and Deliverables

One set of construction drawings and bid documents will be prepared for each of the three pump station and force main replacement construction projects. Design deliverables shall be provided in accordance with the following schedule based upon receiving a fully executed Original Agreement Amendment No. 3 no later than January 1, 2024:

Milestones		Duration (days)	Begin	End
	Final Engineering (Step 2)			
1	Preliminary Design Phase	320	2/1/24	12/17/24
2	Perform field surveys, topographic, subsurface utility investigations	210	2/1/24	08/29/24
3	Prepare 30% Drawings and Tech Spec. TOC	110	8/29/24	12/17/24
4	Final Design Phase			
5	Prepare 60% Drawings, Profiles, Draft Tech. Specs.	110	12/17/24	04/06/25
6	Prepare 90% Drawings, Profiles, Details, Tech. Specs., Cost Est.	110	4/6/25	07/25/25
7	Prepare 100% (90% + Bid Documents)	98	7/25/25	10/31/25

Engineering Fee

Agreement Summary:

Original agreement amount:	\$ 273,903
Net change for prior amendments:	\$ 0
This amendment amount:	\$ 782,768
Adjusted Agreement amount:	\$ 1,056,771

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this, or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print
name: _____

Title: _____
Date Signed: _____

By: _____
Print
name: _____

Title: _____
Date Signed: _____

Board of Finance and City Council Submission Checklist

Department: DPW – Water Resources Submitter: Ashley Walenty

Title/Subject: Final Design Remote WW Pump Stations_CP_PP_WP

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	12/18/2023

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	12/12/2023	Megan Moir & Chapin Spencer
Mayor's Office informed and approved memo	Yes	12/13/2023	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	12/13/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	12/13/2023	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?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.

Resolution Relating to

AUTHORIZATION FOR UP TO \$1,132,767 STEP II LOAN
FROM VERMONT CLEAN WATER STATE REVOLVING
FUND FOR FINAL DESIGN OF UPGRADES FOR
CRESCENT BEACH, PROCTOR PLACE AND WATER
PLANT (PENNY LANE) PUMP STATIONS

RESOLUTION 7.22

Sponsor(s): Bd. of Finance

Introduced: 12/18/23

Referred to: _____

Action: adopted

Date: 12/18/23

Signed by Mayor: 12/19/23

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 I) and final design engineering (Step II) of municipal wastewater and
3 stormwater system projects; and

4 WHEREAS, the City has determined the need to replace and modernize various wastewater pump
5 stations to properly convey wastewater from low-lying areas to Wastewater Treatment Plants; and

6 WHEREAS, the City previously executed a Step I loan for \$350,000 in October 2020 to conduct
7 planning and preliminary engineering for nine (9) of the City's 25 pump stations and which included an
8 allowance of up to \$50,000 of City staff time; and

9 WHEREAS, from that planning effort three pump stations, Crescent Beach, Proctor Place and the
10 Water Plant (Penny Lane) Pump Stations were determined to be the highest risk pump stations; and

11 WHEREAS, the Crescent Beach, Proctor Place and the Water Plant (Penny Lane) Pump Stations ("the
12 Project") are ready to proceed to final design (Step II); and

13 WHEREAS, the City has followed a competitive qualifications based procurement process required by
14 the State and selected Hoyle Tanner as the most qualified contractor for the planning and design of this
15 Project; and

16 WHEREAS, the final design of the pump station upgrades is estimated to require an amendment of
17 \$782,767 to the existing contract amount of \$300,000 for a resulting total contract authorization of
18 \$1,082,767, including project contract scope contingency up to \$26,097; and

19 WHEREAS, this Project is eligible for a Step II State of Vermont Clean Water State Revolving Fund
20 Final Design Loan inclusive of the previous Step I loan amount and totaling \$1,132,767; and

21 WHEREAS, the standard Clean Water State Revolving Loan Fund terms for projects of this type are up
22 to 10 years at 0% interest; and

23 WHEREAS, pursuant to 24 V.S.A. Section 4756(e), the City Council may authorize and incur debt on
24 behalf of the City for preliminary engineering plans and studies and final design without prior voter approval,
25 provided that such debt shall be included in any subsequent public authorization of indebtedness necessary to

* * * * *

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 \$1,132,767 STEP II LOAN FROM VERMONT CLEAN WATER STATE REVOLVING FUND FOR FINAL DESIGN OF UPGRADES FOR CRESCENT BEACH, PROCTOR PLACE AND WATER PLANT (PENNY LANE) PUMP STATIONS

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 II 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 \$1,132,767 (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 to execute an amendment to the Engineering Services Agreement with Hoyle, Tanner for Step II final design services in an additional amount not to exceed \$782,767, inclusive of project contract scope contingency in the amount of \$26,097, for a total authorized expenditure not to exceed \$1,082,767; and to further authorize the Director of Public Works to execute any further amendment to the Agreement within the approved contingency necessary to complete the project contract 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..\$1,132,767..Step II Loan From Vermont Clean Water State
Revolving Fund For Final Design Of Upgrades For Crescent Beach, Proctor Place, And
Water..Plant..(Penny..Lane)..Pump..Stations

.....

Adopted by the City Council

.....December 18....., 20 23.....

..... Clerk

Approved.....December 19....., 20 23.....

..... Mayor

Vol. Page

Attest:


Lori Olberg
Licensing and Records Coordinator

Resolution Relating to

APPOINTMENTS OF ACTING WARD THREE AND WARD EIGHT WARD CLERKS AND ACTING INSPECTORS OF ELECTION FOR WARDS TWO, THREE, FOUR AND EIGHT FOR MARCH 5, 2024 ANNUAL CITY ELECTION AND PRESIDENTIAL PRIMARY ELECTION

RESOLUTION_____

Sponsor(s): Councilor Paul
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 City of Burlington Annual City Election and Presidential Primary Election will occur on March 5, 2024; and

WHEREAS, the City Council must appoint an Acting Ward Clerk and Acting Inspectors of Election when there are vacancies in these offices, pursuant to City Charter §13; and

WHEREAS, the Ward Eight Ward Clerk and Inspector of Election positions are all vacant; and

WHEREAS, five additional vacancies will be caused by elected election officials being removed from the ward they were elected to serve in, due to the City’s recent redistricting, and these additional vacancies will affect Wards Two, Three, and Four; and

WHEREAS, to fill the vacancies, it has been recommended that the following Burlington residents be appointed to serve in these offices;

NOW, THEREFORE, BE IT RESOLVED that the Burlington City Council hereby approves the following appointments for the Annual City Election and Presidential Primary Election that will occur on March 5, 2024:

ACTING WARD CLERKS:
Ward Three: Charlie Giannoni (P), 63 Rose Street
Ward Eight: Martin Wolf (I), 21 Thibaut Parkway

ACTING INSPECTORS OF ELECTION:
Ward Two: Andrew Champagne (D), 32 Greene Street
Ward Three: Kit Andrews (P), 235 Park Street
Ward Three: Julia DiPietro (D), 43 Drew Street
Ward Four: Linda Belisle A.M. (I), 35 Cambrian Way
Ward Eight: Susan Forrester (D), 40 College Street, Unit 516
Ward Eight: Ginny McGrath (I), 21 Thibaut Parkway
Ward Eight: Leigh Steele (D), 120 East Redrock Drive

JP/SM/Resolutions 2023/Appointments Of Acting Ward Three And Ward Eight Ward Clerks And Acting Inspectors Of Election For Wards Two, Three, Four And Eight For March 5, 2024 Annual City Election And Presidential Primary Election
December 18, 2023

Resolution Relating to

APPOINTMENTS OF ACTING WARD THREE AND WARD
EIGHT WARD CLERKS AND ACTING INSPECTORS OF
ELECTION FOR WARDS TWO, THREE, FOUR AND
EIGHT FOR MARCH 5, 2024 ANNUAL CITY ELECTION
AND PRESIDENTIAL PRIMARY ELECTION

RESOLUTION 7.23

Sponsor(s): Councilor Paul

Introduced: 12/18/23

Referred to: _____

Action: adopted

Date: 12/18/23

Signed by Mayor: 12/19/23

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 of Burlington Annual City Election and Presidential Primary Election will occur
2 on March 5, 2024; and

3 WHEREAS, the City Council must appoint an Acting Ward Clerk and Acting Inspectors of Election
4 when there are vacancies in these offices, pursuant to City Charter §13; and

5 WHEREAS, the Ward Eight Ward Clerk and Inspector of Election positions are all vacant; and

6 WHEREAS, five additional vacancies will be caused by elected election officials being removed from
7 the ward they were elected to serve in, due to the City's recent redistricting, and these additional vacancies
8 will affect Wards Two, Three, and Four; and

9 WHEREAS, to fill the vacancies, it has been recommended that the following Burlington residents be
10 appointed to serve in these offices;

11 NOW, THEREFORE, BE IT RESOLVED that the Burlington City Council hereby approves the
12 following appointments for the Annual City Election and Presidential Primary Election that will occur on
13 March 5, 2024:

14 ACTING WARD CLERKS:

15 Ward Three: Charlie Giannoni (P), 63 Rose Street

16 Ward Eight: Martin Wolf (I), 21 Thibaut Parkway

18 ACTING INSPECTORS OF ELECTION:

19 Ward Two: Andrew Champagne (D), 32 Greene Street

20 Ward Three: Kit Andrews (P), 235 Park Street

21 Ward Three: Julia DiPietro (D), 43 Drew Street

22 Ward Four: Linda Belisle A.M. (I), 35 Cambrian Way

23 Ward Eight: Susan Forrester (D), 40 College Street, Unit 516

24 Ward Eight: Ginny McGrath (I), 21 Thibaut Parkway

25 Ward Eight: Leigh Steele (D), 120 East Redrock Drive

27 JP/SM/Resolutions 2023/Appointments Of Acting Ward Three And Ward Eight Ward Clerks And Acting Inspectors Of Election For Wards Two,
28 Three, Four And Eight For March 5, 2024 Annual City Election And Presidential Primary Election

29 December 18, 2023

* * * * *

DISTRIBUTION:

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

ORIGINAL

RESOLUTION RELATING TO

Appointments..Of..Acting..Ward..Three..And Ward Eight Ward Clerks And Acting Inspectors
Of Election For Wards Two, Three, Four And Eight For March 5, 2024 Annual City
Election..And..Presidential..Primary..Election

.....

Adopted by the City Council

December 18....., 20 23.....

 Clerk

Attest:

Approved..December 19....., 20 23.....
 Mayor

Vol. Page

* * * * *

Lori Olberg

From: City of Burlington Vermont
Sent: Friday, December 15, 2023 3:19 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: Linda

Reply to e-mail Address: terradog132003@yahoo.com

Subject: Toilets

Message: No public toilets. Another reason avoiding Burlington. I just went to Dunkin on pearl street. Has always had bathrooms for customers. Now they don't Too many problems. So, since I need one soon I am getting in my car and driving away from downtown.

I don't need handicapped parking but I do have trouble walking very far.

Submitted on Friday, December 15, 2023 - 15:18 from IP address: 2600:387:5:803::18

Check IP address location: <https://viewdns.info/iplocation/?ip=2600:387:5:803::18>

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



Office of Mayor Miro Weinberger

To: City Councilors
From: Mayor Miro Weinberger
Date: December 14, 2023
Re: Appointment of Assistant City Attorney

I respectfully submit for your consideration and approval Erik Ramakrishnan as the City's newest Assistant City Attorney. I am requesting City Council approval of this appointment at your December 18 meeting with the appointment to run for the remainder of this fiscal year. If confirmed, Erik will start in January.

Background

Erik currently owns a law practice in Alburgh, Vermont working primarily on municipal law issues. He has extensive experience working in municipal law in California, focused on zoning, public contracting, municipal finance, land use, and affordable housing. Before starting his own practice, Erik worked primarily in-house with local public agencies, and has also represented clients on land use issues.

Erik graduated from Santa Clara University of Law and has also obtained a Certificate of Completion for Mediation Practice from the National Conflict Resolution Center.

Moving forward

Further details of Erik's career and experiences can be found in his attached resume. He is currently licensed to practice in Vermont.

Thank you for your consideration.

ERIK RAMAKRISHNAN

Education

2021: Certificate of Completion of 40 Hours of Training in Mediation Theory & Practice, National Conflict Resolution Center, San Diego, California

2010: J.D., *summa cum laude*, Santa Clara University School of Law, Santa Clara, California

2006: M.S., Education, Walden University, Minneapolis, Minnesota (online)

2000: B.Sc., Secondary Social Studies Education, *summa cum laude*, Northern Michigan University, Marquette, Michigan; English Education and Sociology minors

Legal Experience

September 2022-Present: Owner, Law Office of Erik Ramakrishnan, Alburgh, Vermont *Building a solo practice in northwestern Vermont; providing freelance services to California law firms, special counsel services to two California counties, and legal representation to other local and California-based clients*

April 2020-September 2022: Associate, Berliner Cohen LLP, San Jose, California *Provided general counsel legal services to two California cities and special counsel services to other California public agencies; assisted for- and non-profit housing developers and private individuals navigate the land use entitlement process*

February 2019-April 2020: Associate, Goldfarb & Lipman LLP, Oakland, California *Advised cities and counties regarding housing laws, general land use matters, and the California Environmental Quality Act ("CEQA"); drafted affordable housing regulatory agreements, disposition and development agreements, and other real estate documents; co-authored briefs in litigation involving affordable housing and redevelopment laws and CEQA; assisted partners in closing on construction and permanent financing for affordable housing projects*

March 2017-February 2019: Deputy City Attorney, City of Fremont, California *Advised city staff regarding zoning, CEQA, public contracting, municipal finance, and other matters; acted as legal advisor to the Planning Commission; drafted and reviewed ordinances, resolutions, contracts, and staff reports*

May 2013-March 2017: Deputy County Counsel, County of Kings, Hanford, California *Advised Community Development Department, Public Works Department; Assessor/Clerk-Recorder-Registrar of Voters, Finance Department, Certified Unified Program Agency, Planning Commission, and Water Commission; defended county agencies and officials in litigation*

February 2011-May 2013: Research Attorney, Superior Court of California, County of Santa Clara, San Jose, California
Reviewed motions filed in connection with pre-trial dispositive civil motions and discovery motions; conducted legal research; attended oral arguments; drafted bench memoranda and proposed orders; and provided trial assistance to judicial officers

Non-Attorney Work Experience

August 2006-July 2007: Appraiser, Santa Clara County Assessor's Office, County of Santa Clara, San Jose, California

August 2001-June 2006: Teacher, Irvington High School, Fremont Unified School District, Fremont, California

Activities

2022-Present: Town of Alburgh Planning Commission Chairperson

2017-2023: California League of Cities, City Attorneys Department:
Municipal Law Handbook: Editorial Board Member (2021-2023), Reviewer (2017-2021); Brown Act Committee (2018-2021)

2006-2017: India Rural Development Fund Board Member
Secretary (2006-2008), Treasurer & President (2008-2017)

Admissions

California (2010), Ontario (2021), and Vermont (2022)

Language Skills

English: Native Speaker

French: Common European Framework of Reference for Languages Levels:
C1 (oral & written comprehension) & B2 (oral & written expression)

Burlington City Council



802/865-7136
TTY 802/865-7142

OPENINGS BURLINGTON CITY COMMISSIONS/BOARDS

CCRPC – alternate	Term Expires 6/30/25	One Opening
Chittenden Solid Waste District – alternate -	Term Expires 5/31/24	One Opening
Development Review Board – alternate	Term Expires 6/30/26	One Opening
Fence Viewer	Term Expires 6/30/24	One Opening
Board of Health	Term Expires 6/30/25	One Opening
Vehicle for Hire Licensing Board	Term Expires 6/30/24	One Opening
Vehicle for Hire Licensing Board	Term Expires 6/30/25	One Opening

Applications may be submitted to the Clerk/Treasurer’s Office, 149 Church Street, Burlington, VT 05401 Attn: Lori NO later than Wednesday, December 13, 2023, by 4:30 pm. If you have any questions, please contact Lori at (802) 865-7136 or via email lolberg@burlingtonvt.gov.

City Council President Paul will plan for appointments to take place at the December 18, 2023 City Council Meeting/City Council With Mayor Presiding Meeting.



OFFICE OF THE CLERK/TREASURER

City of Burlington

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

Voice (802) 865-7000

Fax (802) 865-7014

TTY (802) 865-7142

APPLICATION FOR: CCRPC - alternate Board/Commission

(Please fill out a separate application for each post)

Vacancies on the Board for Registration of Voters still require your political affiliation

Full Name: Larry Lewack Ward: 5

Residence: 51 Caroline St., Burlington **Political Affiliation**:

Are you a registered Burlington Voter? yes

Phone (home): (802) 660-1976 Phone (work): (802) 425-3533 ^{x206} Phone (cell): (802) 310-0848

E-Mail Address: veepdirect@gmail.com

Training or Experience Related to the Commission or Board Post for Which you are Applying:

- 6 yrs. experience as a professional planner in 2 rural towns in Chittenden County (Bolton and Charlotte)
- 10 yrs. experience serving as appointed member of Zoning Board & Planning Commissions in Windsor (1986-94) & Burl. (1995-99)
- 11 years experience serving as a member of Gov. Howard Dean's

Current Occupation: Town Planner, Charlotte VT

Education (list most recent first): Council of Environmental Advisors (2002-2013)

School	Location	Year/Degree
Union Institute & Univ.	Cincinnati, OH	2004 - M.A.
New College of Florida	Sarasota, FL	1980 - B.A.
Point Branch H.S.	Burtonsville, MD	1976 - H.S. diploma

What do you hope to accomplish as a Commissioner/Board Member?

Make sure Burlington's interests are competently & fully represented when Commissioner Andy Montroll is unable to attend CCRPC meetings. Stay involved in regional planning after my retirement from a staff role (in 2024).

How did you learn of the opportunity/opening to serve on a Board/Commission?

referred by Councilor Joe Magee

Have you served as a Burlington City Commissioner/Board Member in the past? yes

If the answer is yes, please list any and all appointments and dates you served.

(See answer, previous page)

Do you foresee any potential conflicts of interest if you were appointed to the position for which you are applying? yes If so, please explain:

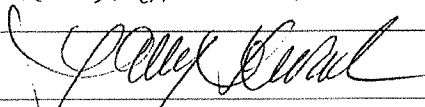
If any Charlotte plans or projects come before CCRPC at a meeting where I'm serving, I would recuse myself from those deliberations and votes (if still employed in Charlotte at that time)

List Two References:

Peter Joslin, Charlotte (802) 598-3061
Erhard Mahnke, Burlington (802) 233-2902

Please use this area to make any further comments regarding your candidacy, especially in regard to your qualification for this position. You may attach additional sheets if necessary.

I've served on CCRPC's Program Advisory Committee to review draft town plan updates for 6 yrs, & have worked closely with CCRPC staff & CCRPC Exec. Director Charlie Baker.

Signature: 

Date: 12/13/2023

The City of Burlington encourages persons from diverse backgrounds to apply to serve on boards, commissions and committees. The City is committed to providing equal opportunity to all persons without regard to political affiliation, race, color, religion, age, sex, sexual preference, national origin, disability or any other non-merit factor.

Resolution Relating to

ADOPTION OF THE CITY OF BURLINGTON
ENGINEERING STANDARDS

RESOLUTION_____

Sponsor(s): Transportation, Energy,
and Utilities 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:

1 That WHEREAS, the Department of Public Works developed the City of Burlington Engineering Standards,
2 made up of drawings and specifications for construction of typical features in the City’s right-of-way; and
3 WHEREAS, the intent of the Engineering Standards is to facilitate infrastructure being built
4 consistently throughout the right-of-way, to be more prepared to maintain and repair assets throughout the
5 City, to streamline contract development and provide uniformity across divisions; and to create a predictable
6 and straightforward bidding experience for contractors; and
7 WHEREAS, the Engineering Standards are based on the Vermont Agency of Transportation Standard
8 Specifications for Construction, best practices from water resources and transportation capital projects, and
9 components from the Great Streets Design Standards; and
10 WHEREAS, sections of the Vermont Agency of Transportation Standard Specifications for
11 Construction need additional specificity or modifications for Burlington’s urban environment; and
12 WHEREAS, the Engineering Standards build upon the 2011 Transportation Master Plan, Great Streets
13 Design Standards for downtown, and the Vermont Agency of Transportation Town Road & Bridge Standards;
14 and
15 WHEREAS, the Engineering Standards were created by engineers in the Department of Public Works
16 Technical Services and Water Resources Divisions, with input from the DPW Parking and Traffic, the Office
17 of the City Attorney, Parks, Recreation, and Waterfront, the Office of City Planning, and the Department of
18 Permitting and Inspections; and
19 WHEREAS, the Engineering Standards will be applicable to any work being performed in the City of
20 Burlington right-of-way as described in the Burlington Code of Ordinances Chapter 27, Streets and Sidewalks;
21 and
22 WHEREAS, DPW will work with the Office of City Planning to reference the Engineering Standards
23 in the City of Burlington Comprehensive Development Ordinance, Article 6, Development Review Standards,
24 to require that developments adhere to the City of Burlington Engineering Standards; and

WHEREAS, the Department of Public Works will bring any new Engineering Standards and large-scale design or policy updates to existing Engineering Standards to the City Council to adopt via the Transportation, Energy and Utilities Committee;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the adoption of the City of Burlington Engineering Standards and Specifications and directs the Department of Public Works to implement such standards in all projects involving work within the City owned right-of-way as described in the Burlington Code of Ordinances Chapter 27, Streets and Sidewalks; and

BE IT FURTHER RESOLVED that the City Engineer has the authority to update and make administrative changes to existing Engineering Standards to meet current best practices for construction and safety, subject to approval by the Director of Public Works; and

BE IT FURTHER RESOLVED that substantive changes to the Engineering Standards, such as new standards or large-scale design or policy updates to existing the Engineering Standards shall be brought to the City Council for ratification, after review by and recommendation from the Transportation, Energy and Utilities Committee.

NB/HM/Resolutions 2023/ *Adoption of the City of Burlington Engineering Standards*
December 18, 2023



Memo

Date: December 18, 2023

To: City Council

From: Norm Baldwin P.E., City Engineer
Julia Ursaki P.E., Public Works Engineer
Maddy Suender, Associate Public Works Engineer
Laura Wheelock P.E., Senior Public Works Engineer
Martin Lee P.E., Water Resources Engineering Manager

CC: Chapin Spencer, Director Public Works
Ashley Walenty, P.E., Water Resources Engineer
Kate Komorowski, IE, Water Resources Engineer
Megan Moir, Water Resources Division Director

Subject: City of Burlington Engineering Standards

Request:

The Department of Public Works ("DPW") seeks City Council adoption of the Engineering Standards for the City of Burlington via the attached resolution.

Background:

The Department of Public Works developed the City of Burlington Engineering Standards (Standards), which is made up of drawings and specifications for construction of typical features in the City's right-of-way. Engineering standards are typical for municipalities to have, since they facilitate infrastructure being built consistently throughout the right-of-way. DPW is proposing to adopt the Standards so the City is better prepared to maintain and repair assets throughout the right-of-way, and to deliver a high quality, consistent standard of work on construction projects in the right-of-way. The Standards are based on:

- Best practices from water resources and transportation capital projects
- Great Streets components
- Vermont Agency of Transportation (VTrans) Standard Specifications for Construction, with modifications for procedures that are specific to Burlington.

Modifications to the VTrans Standard Specifications for Construction in the Standards apply more specificity to Burlington's urban environment than what is required throughout the rest of the state. The types of modifications fall into four categories, including:

1. Contractual and Organizational Updates
2. Choosing Materials/Methods where VTrans provides options
3. New Sections

4. Significantly Modified Sections

A few examples include:

- Section 656 – Planting Trees, Shrubs, and Vines is modified to require that minimum soil volumes are provided for street trees based on how much soil their species needs to become a healthy, mature tree (Category 4, Significantly Modified)
- Section 675 – Traffic Signs is modified to specify that square tube sign posts shall be used throughout the City, instead of W-shaped or tubular sign posts (Category 2, Choosing Materials/Methods)
- Section 801 – Driveway Aprons describes the work required to replace driveway aprons with different materials (Category 3, New Sections)

The category of modification made for each specification section is shown in Attachment 2).

The City worked to reduce any redundancy between City and VTrans standards, making them as concise as possible in an effort to make them practical for all staff and contractors. Having these Standards in a web format (see Attachment 3), mirroring the State's format, makes them easy to access and use. A compilation of common federal, state, and local guidance and standard documents are also linked on this site for ease.

These Standards build upon a history of standards that the City of Burlington has adopted over the past 12 years:

- In 2011, the City adopted the Transportation Master Plan, establish street types for our transportation network and outline street design guidelines based on street type.
- In 2016, the City began using VTrans Standard Specifications for Construction for contracted work and for work in the right-of-way through the DPW Excavation Permit.
- In 2018, the City adopted the Great Streets BTV Design Standards for downtown.
- In 2020, the City adopted the VTrans Town Road & Bridge Standards, which is required for the City to accept any VTrans grants or Federal Emergency Management Agency (FEMA) recovery funds.

The Standards were created by engineers in DPW Technical Services and Water Resources, with input from the DPW Parking and Traffic, Office of the City Attorney, Parks, Recreation, and Waterfront, the Office of City Planning, and the Department of Permitting and Inspections.

If adopted, the Standards will be applicable for anybody doing work in the right-of-way, including contractors, City staff, or developers planning to turn over right-of-way to the City of Burlington. Having these Standards compiled and accepted would allow for streamlined contract development and uniformity across divisions throughout construction. They will also allow for a more straightforward and predictable bidding experience for contractors doing work in the City, which may increase the number of bidders and provide more reasonable bid prices, since contractors know what to expect. Communities surrounding Burlington, such as Williston, Colchester, and Essex, have already adopted similar engineering standards because of these benefits.

As an example, the City has not had a standard detail for subbase and pavement repair after excavating for curb installation or utility work. This has led to pavement patches that settle unevenly and pavement joints that create gaps and large bumps in the street. The Standard

drawings C-1-BURL Curb and A-1-BURL Utility Patch provide a consistent way to reconstruct the pavement and subbase to address these issues based on best practices.

DPW coordinated with the Office of City Planning to reference the Standards in the City's Comprehensive Development Ordinance, Article 6, Development Review Standards. This requires that new developments adhere to the Standards. In their review, the Council's Transportation Energy & Utilities Committee (TEUC) asked whether the Standards will increase private project costs. DPW does not anticipate that these Standards will have a large impact on cost to developers. Our only standard that is significantly modified from the VTrans standard and will have a cost impact is for planting street trees, which will only impact developers if that are redeveloping the green belt area along their street frontage. In addition, the Standards do leave flexibility for alternate materials and methods to be used if approved by the City Engineer.

Adoption and Update Process

The Standards that DPW are currently proposing to adopt are a collection of details and specifications that either are already in use in construction contracts, or are a reflection of the practices and procedures that are in place for construction in the right-of-way. The TEUC reviewed the current proposed Standards on October 26, 2023 and unanimously recommended Council approval.

Due to the evolving nature of the engineering profession, it is anticipated that the Standards will need to be periodically updated to make revisions that meet current best practices for construction and safety. DPW proposes the following process for adopting new Standards and updating existing Standards:

- DPW will bring new, additional Standards to the City Council to adopt via the TEUC;
- DPW will bring large-scale design or policy updates to existing Standards to the City Council to adopt via the TEUC;
- The City Engineer has the authority to update and make administrative changes to the existing Standards to meet current best practices for construction and safety.

DPW will publish the Standards on the City's website, and track the revisions and versions that are released (see Attachment 3).

Standards Content Overview

The tables below provide an overview of the drawings and specifications that will become part of the Standards. These are in addition to the Vermont Agency of Transportation 2024 Standard Specifications for Construction, or latest edition (see Attachment 4).

Table 1. Drawings

ID	Document	Department
A-1-BURL	Utility Patches	DPW - Water Resources
A-2-BURL	Street Typical Section	DPW - Technical Services
A-3-BURL	Paving Manholes and Catch Basins	DPW - Streets
A-4-BURL	Side Path	DPW - Streets
B-1-BURL	Paved Driveway Apron Handwork	DPW - Streets
C-1-BURL	Sidewalk	DPW - Streets
C-2-BURL	Curb	DPW - Streets

C-3-BURL	Quickbuild Curb Extension	DPW - Streets
D-1-BURL	Sanitary Standard Details	DPW - Water Resources
D-2-BURL	Stormwater Standard Details	DPW - Water Resources
D-3-BURL	Water Standard Details I	DPW - Water Resources
D-4-BURL	Water Standard Details II	DPW - Water Resources
D-5-BURL	Rain Garden	DPW - Water Resources
D-6-BURL	Wheel Chair Grate	DPW - Water Resources
E-1-BURL	Seed	DPW - BPRW
T-1-BURL	Speed Hump and Table	DPW - Streets
T-2-BURL	Bikeway Markings	DPW - Traffic
T-3-BURL	Pavement Markings	DPW - Traffic
T-4-BURL	Speed Hump/Table Pavement Marking	DPW - Traffic

Table 2. Specifications:

In general, the City of Burlington specifications reference the Vermont Agency of Transportation's specifications. However, certain sections, as called out below, are added into Burlington's specifications or have modifications to meet the needs of Burlington.

Section #	Section Name
	VTRANS PROJECT SPECIAL PROVISIONS
	Notice to Bidders - Utilities
	Notice to Bidders - Temporary Construction Signs
	Notice to Bidders - Retroreflective Sheeting
	Notice to Bidders - Gender Free Single Occupancy Restrooms
	Notice to Bidders - Contaminated Sharps (Hypodermic Needles)
	Notice to Bidders - Emerald Ash Borer (EAB)
	Notice to Bidders - Environmental Commitments
	Notice to Bidders - Parking Restrictions
	Notice to Bidders - Measures to Mitigate Potential Impacts Due to the Covid-19 Pandemic
	Notice to Bidders - Site Condition
	Notice to Bidders - Concurrent Construction
	Notice to Bidders - Standard Drawings
100	General Provisions
101	Definition and Terms
105	Control of Work
106	Control of Material
107	Legal Relations and Responsibility to the Public
108	Prosecution and Progress
300	Subbase and Base Courses
301	Subbase
600	Incidental Construction
641	Traffic Control
651	Turf Establishment
653	Erosion Prevention and Sediment Control
656	Planting Trees, Shrubs, and Vines
659	Exposing of Roots for Street Trees

675	Traffic Signs
700	Materials
755	Landscaping and EPSC Materials
800	City of Burlington Provisions
801	Driveway Aprons
820	Traffic Calming
830	Structure Adjustment
	City of Burlington Provisions
	Authority to Close Streets to Parking
	Street Trees
	Restoration of Existing Surfaces
	Working Hours
	Winter Shutdown
	Hazardous Materials
	Historic Preservation
	Driveway Apron and Curb Cuts
	As-Built Drawings
	Right of Way Acceptance
	Private Streets

Attachments:

1. Resolution
2. VTrans 2024 Standard Specifications for Construction Modifications
3. City of Burlington Engineering Specifications and Standards
(<https://www.burlingtonvt.gov/engineeringstandards>)
4. VTrans 2024 Standard Specifications for Construction
(<https://vtrans.vermont.gov/highway/construct-material/construct-services/pre-contractspecifications/vermont/2024>)

City of Burlington Engineering Standards and Specifications 2023

Context & Justification for modifying items in the 2024 VTrans Standard Specifications for Construction

Category 1 – Contractual and Organizational Updates

VTrans Standard Specifications for Construction are set up specifically for the VTrans organization. We have modified the following sections so they are applicable to the City of Burlington, with our organizational structure and requirements:

- Section 101 – Definitions and Terms
- Section 105 – Control of Work
- Section 106 – Control of Material
- Section 107 – Legal Relations and Responsibility to the Public
- Section 108 – Prosecution and Progress
- Section 653 – Erosion Prevention and Sediment Control

Category 2 – Choosing Materials/Methods

VTrans allows for a wide variety of materials and means of construction. Not all are appropriate for Burlington's urban environment; others may have minimally different outcomes and a minimally different cost. For the following sections, we are modifying the VTrans specifications to specify the City's preference for consistency and appropriate applicability across the City, in our urban environment:

- Section 301 – Subbase
- Section 641 – Traffic Control
- Section 651 – Turf Establishment
- Section 675 – Traffic Signs
- Section 755 – Landscaping and ESPC Materials

Category 3 – New Sections

The following sections are completely new, where VTrans does not provide information or guidance, but are construction items that come up on City contracts:

- Section 656 – Exposing of Roots for Street Trees
- Section 801 – Driveway Aprons
- Section 820 – Traffic Calming
- Section 830 – Structure Adjustment
- City of Burlington Provisions

Category 4 – Significantly Modified

The following sections have been modified based on construction experience. The City has found that these VTrans items do not work in Burlington and we have significantly modified the VTrans specification to meet the City's needs:

- Section 656 – Planting Trees, Shrubs, and Vines

Engineering Standards & Specifications

Department of Public Works

City Council

December 18, 2023



INTRODUCTION

TABLE OF CONTENTS

- History in Burlington
- What are they?
- Who created them?
- Who are they applicable for?
- Why do we have them?
- Examples
- Process for Adopting & Updating

History in Burlington

- 2011 City adopts the Transportation Master Plan
- 2012 City adopts original VTrans Town Road & Bridge Standards
- 2016 City begins using VTrans Standard Specifications for Construction for contracts and for work in the right-of-way through the DPW Excavation Permit
- 2018 City adopts Great Streets BTV Design Standards for downtown
- 2020 City adopts updated VTrans Town Road & Bridge Standards

What are they?

A set of drawings and specifications for construction of typical features in the City's right-of-way.

The Standards are based on:

- Best practices from water resources and transportation capital projects
- Great Streets components
- VTrans Standard Specifications for Construction, with modifications for procedures that are specific to Burlington.

Vermont Agency of Transportation



2024 Standard Specifications for Construction



Modifications

Four categories of modifications:

1. Contractual and Organizational Updates
2. Choosing Materials/Methods
3. New Sections
4. Significantly Modified

Who created them?

Engineers in DPW (Technical Services and Water Resources), with input from:

- DPW Traffic and Streets departments
- Office of the City Attorney
- Burlington Parks, Recreation, and Waterfront
- Office of City Planning
- Department of Permitting and Inspections

Who are they applicable for?

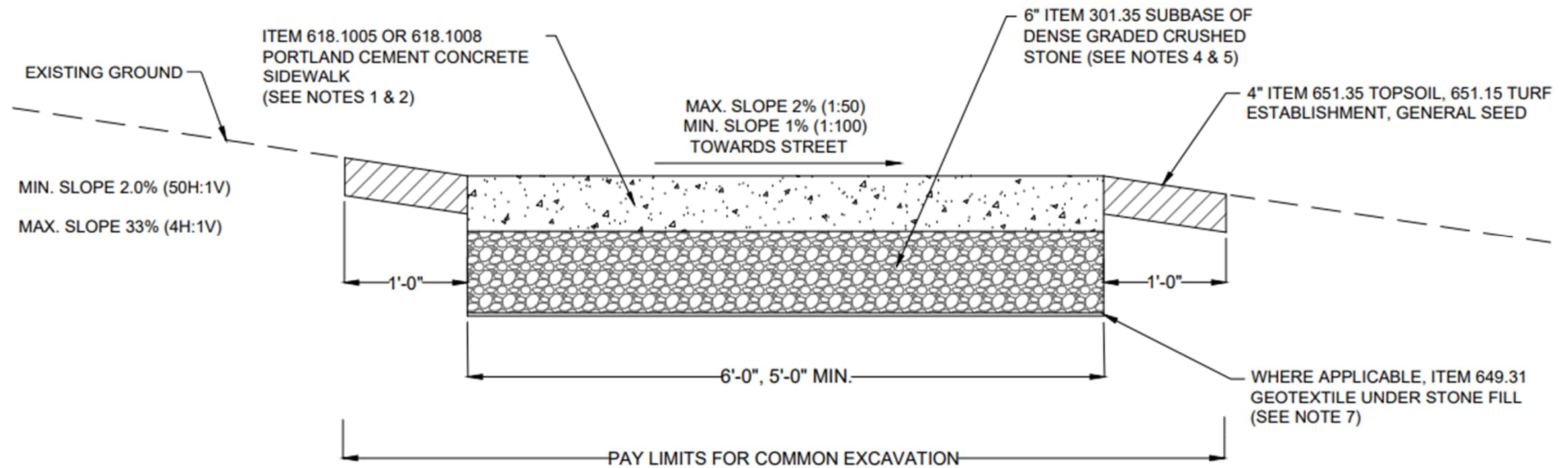
Anybody doing work in the City right-of-way, or work that will become City right-of-way. This includes:

- Contractors
- City staff
- Developers

Why do we have them?

- To build things consistently throughout the right-of-way
- To be more prepared to maintain and repair assets throughout the City
- To streamline contract development and have uniformity across divisions
- To create a more straightforward and predictable bidding experience for contractors
- Cross reference in the City's Development Ordinance

Neighboring communities Williston, Essex, and Colchester have also adopted engineering standards



PORTLAND CEMENT CONCRETE SIDEWALK DETAILS

NOTES:

1. MINIMUM SIDEWALK THICKNESS SHALL BE 5", AND CONSTRUCTED IN ACCORDANCE WITH VTRANS SPECIFICATION 618.03.
2. SIDEWALK THICKNESS SHALL BE A MINIMUM OF 8" FOR COMMERCIAL DRIVEWAYS AND RESIDENTIAL UNITS WITH DUMPSTERS.
3. EXISTING SUBBASE MATERIAL SHOULD BE REUSED WHERE FOUND TO BE SUITABLE, AS DETERMINED AND DIRECTED BY CITY ENGINEER. EXISTING MATERIAL SHALL BE GRADED AND COMPACTED PRIOR TO PLACING CONCRETE. WHERE EXISTING MATERIAL CANNOT BE REUSED, NEW ITEM 301.35 SUBBASE OF DENSE GRADED CRUSHED STONE SHALL BE USED.
4. AGGREGATE SUBBASE SHALL BE MECHANICALLY COMPACTED IN ACCORDANCE WITH VTRANS SECTION 301.06.
5. ALL SIDEWALKS SHALL BE BACKFILLED IN ACCORDANCE WITH VTRANS SPECIFICATIONS ONCE FORMS ARE STRIPPED AND PROTECTED FROM DAMAGE.
6. SIDEWALK CONSTRUCTION SHALL FOLLOW APPLICABLE VTRANS STANDARDS AND SPECIFICATIONS, CURRENT ADA GUIDELINES FOR CURB RAMPS AND THE PROWAG.
7. GEOTEXTILE FABRIC SHALL BE INSTALLED PER VTRANS STANDARD SPECIFICATIONS FOR CONSTRUCTION SECTION 649, AND PAID FOR UNDER 649.31 GEOTEXTILE UNDER STONE FILL, AS DETERMINED AND DIRECTED BY CITY ENGINEER.

NOT TO SCALE

SIDEWALK



**BURLINGTON
PUBLIC WORKS
ENGINEERING DIV.**

445 PINE STREET
BURLINGTON, VT 05401
(802) 863-9094
(802) 863-0466 (Fax)

DESIGNED BOPW	SCALE NTS
DRAWN ACP	DRAWING NO.
CHECKED MS	10/26/2023

Standard Specification Examples

Section 656 – Planting Trees, Shrubs, and Vines

Modified to require that minimum soil volumes are provided for street trees based on how much soil their species needs to become a healthy, mature tree (*Category 4, Significantly Modified*)

Section 675 – Traffic Signs

Modified to specify that square tube sign posts shall be used throughout the City, instead of W-shaped or tubular sign posts (*Category 2, Choosing Materials/Methods*)

Section 801 – Driveway Aprons

Describes the work required to replace driveway aprons with different materials (*Category 3, New Sections*)

City of Burlington Provisions

Authority to
Close Streets to
Parking

Describes the process and requirements to temporarily close streets to parking for construction

Hazardous
Materials

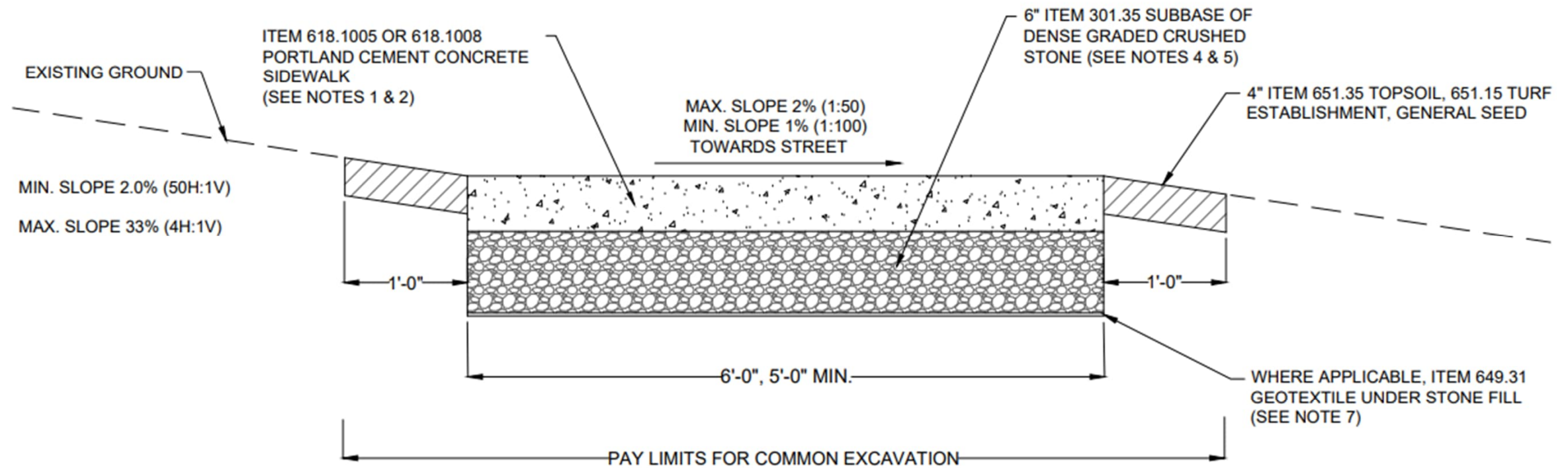
Describes the procedure when the presence of unanticipated hazardous materials are encountered on site

As-Built
Drawings

Describes requirements for submitting record drawings and GPS data for infrastructure after construction

Process to Adopt & Update

- DPW will bring new, additional Standards to the City Council to adopt via the TEUC
- DPW will bring large-scale design or policy updates to existing Standards to the City Council to adopt via the TEUC
- The City Engineer has the authority to update and make administrative changes to the existing Standards to meet current best practices for construction and safety



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NOT TO SCALE

SIDEWALK



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DESIGNED BOPW	SCALE NTS
DRAWN ACP	DRAWING NO.
CHECKED MS	DATE 10/26/2023

Available Online

<https://www.burlingtonvt.gov/engineeringstandards>

Engineering Standards | City of Burlington

burlingtonvt.gov/engineeringstandards

OFFICE OF THE MAYOR | CITY COUNCIL | BOARDS & COMMISSIONS | A-Z DIRECTORY

SELECT LANGUAGE

SEARCH

THE CITY OF BURLINGTON

MAYOR | DEPARTMENTS | RENTAL & PROPERTY INFO | CALENDAR | CITY COUNCIL | NPAs

Engineering Standards

Background

This webpage is published for review only. Upon review and approval of City Council, this page and all documents herein will be adopted by the City of Burlington.

This site is intended to be a repository of planning, design, and construction standards and guidance documents adopted by the City of Burlington (approved by City Council ##/##/202#).

The Department of Public Works developed the City of Burlington Engineering Standards, which is made up of drawings and specifications for construction of typical features in the City's right-of-way. Engineering standards facilitate infrastructure being built consistently throughout the right-of-way. In general, these Standards include things like means and methods for construction and materials specifications. The Standards are based on:

- Best practices from water resources and transportation capital projects,
- Great Streets components, and
- Vermont Agency of Transportation (VTrans) Standard Specifications for Construction, with modifications for procedures that are specific to Burlington.

Standard Drawings

The following table shows the current and any archived standard drawings:

Document	Department	ID	Date
Utility Patches	DPW - Water Resources	A-1-BURL	DRAFT

Next Steps

- December 18, 2023 City Council meeting for vote on Engineering Standards Adoption resolution

Thank you

Norm Baldwin, PE, City Engineer
nbaldwin@burlingtonvt.gov

Julia Ursaki, PE, Public Works Engineer
jursaki@burlingtonvt.gov

Board of Finance and City Council Submission Checklist

Department: Public Works Submitter: Julia Ursaki

Title/Subject: Engineering Standards Adoption

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☒	City Council	12/18/2023
☐	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	12/11/2023	Chapin Spencer
Mayor's Office informed and approved memo	Yes	12/13/2023	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	12/12/2023	Hayley McClenahan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	12/12/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	12/13/2023	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	Proposed Engineering Standards
Draft Resolution or Motion?	Yes	Resolution
If for submission to Council, are sponsors identified?	Yes	TEUC recommended City Council approval on 10/26/23

Resolution Relating to

**ADOPTION OF THE CITY OF BURLINGTON
ENGINEERING STANDARDS**

RESOLUTION 8.3

Sponsor(s): Transportation, Energy,
and Utilities Committee
Introduced: 12/18/23
Referred to: _____

Action: adopted
Date: 12/18/23
Signed by Mayor: 12/19/23

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 Department of Public Works developed the City of Burlington Engineering Standards,
2 made up of drawings and specifications for construction of typical features in the City's right-of-way; and

3 WHEREAS, the intent of the Engineering Standards is to facilitate infrastructure being built
4 consistently throughout the right-of-way, to be more prepared to maintain and repair assets throughout the
5 City, to streamline contract development and provide uniformity across divisions; and to create a predictable
6 and straightforward bidding experience for contractors; and

7 WHEREAS, the Engineering Standards are based on the Vermont Agency of Transportation Standard
8 Specifications for Construction, best practices from water resources and transportation capital projects, and
9 components from the Great Streets Design Standards; and

10 WHEREAS, sections of the Vermont Agency of Transportation Standard Specifications for
11 Construction need additional specificity or modifications for Burlington's urban environment; and

12 WHEREAS, the Engineering Standards build upon the 2011 Transportation Master Plan, Great Streets
13 Design Standards for downtown, and the Vermont Agency of Transportation Town Road & Bridge Standards;
14 and

15 WHEREAS, the Engineering Standards were created by engineers in the Department of Public Works
16 Technical Services and Water Resources Divisions, with input from the DPW Parking and Traffic, the Office
17 of the City Attorney, Parks, Recreation, and Waterfront, the Office of City Planning, and the Department of
18 Permitting and Inspections; and

19 WHEREAS, the Engineering Standards will be applicable to any work being performed in the City of
20 Burlington right-of-way as described in the Burlington Code of Ordinances Chapter 27, Streets and Sidewalks;
21 and

22 WHEREAS, DPW will work with the Office of City Planning to reference the Engineering Standards
23 in the City of Burlington Comprehensive Development Ordinance, Article 6, Development Review Standards,
24 to require that developments adhere to the City of Burlington Engineering Standards; 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

Attest:

..... Mayor

Vol. Page

* * * * *

WHEREAS, the Department of Public Works will bring any new Engineering Standards and large-scale design or policy updates to existing Engineering Standards to the City Council to adopt via the Transportation, Energy and Utilities Committee;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the adoption of the City of Burlington Engineering Standards and Specifications and directs the Department of Public Works to implement such standards in all projects involving work within the City owned right-of-way as described in the Burlington Code of Ordinances Chapter 27, Streets and Sidewalks; and

BE IT FURTHER RESOLVED that the City Engineer has the authority to update and make administrative changes to existing Engineering Standards to meet current best practices for construction and safety, subject to approval by the Director of Public Works; and

BE IT FURTHER RESOLVED that substantive changes to the Engineering Standards, such as new standards or large-scale design or policy updates to existing the Engineering Standards shall be brought to the City Council for ratification, after review by and recommendation from the Transportation, Energy and Utilities Committee.

NB/HM/Resolutions 2023/ *Adoption of the City of Burlington Engineering Standards*
December 18, 2023

* * * * *

DISTRIBUTION:

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

DPW

* * * * *

ORIGINAL

RESOLUTION RELATING TO

Adoption..Of..The..City..Of..Burlington..Engineering Standards

.....

.....

Adopted by the City Council

December 18....., 20 23.....

..... Clerk

Approved...December 19....., 20 23.....

..... Mayor

Vol. Page

Attest:

Lori Olberg
Licensing and Records Coordinator

CITY OF BURLINGTON

ORDINANCE _____

Sponsors: Planning, Planning
Commission
Public Hearing Dates: _____

First reading: _____

Referred to: _____

Rules suspended and placed in all
stages of passage: _____

Second reading: _____

Action: _____

Date: _____

Signed by Mayor: _____

Published: _____

Effective: _____

In the Year Two Thousand Twenty-Three

An Ordinance in Relation to

CDO—TECHNICAL AMENDMENTS
ZA-24-01

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

That Appendix A, Comprehensive Development Ordinance, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sections 3.1.2, Zoning Permit Required; 3.2.7, Administrative Review and Approval; 3.5.2, Applicability; 4.3.1, Base Districts Established; 4.4.1, Downtown Mixed Use Districts; 4.4.2, Neighborhood Mixed Use Districts; 4.4.5, Residential Districts; 5.1.2, Structures; 5.2.5, Setbacks; 5.2.6, Building Height Limitations; 5.2.7, Density Calculations; 5.3.5, Nonconforming Structures; 5.4.8, Historic Buildings and Sites; 5.4.13, Emergency Shelters; 7.1.3, Exemptions; 7.2.3, Band Signs; 7.2.13, Wall Sign; 9.1.8, Inclusionary Rentals Units, Rentals and Sales; 9.1.12, Additional Density and Other Development Allowances; 9.1.13 Off-Site and Payment in Lieu Options; 9.1.15, Marketing of Inclusionary Units; 10.1.5, Lot Line Adjustments; 10.1.8, Preliminary Plat Review; 10.1.9, Final Plat Approval Process; 10.1.11, Recording of Final Plats; 13.1.2, Definitions; 14.3.6, Civic Spaces; 14.4.13, Urban Design Standards; 14.7.1, Applying for a Zoning Permit: Submission Requirements and Review; 14.7.2, Non-Conformities; 14.8, Glossary; and Appendix A, Use Table—All Zoning Districts; thereof to read as follows:

Sec. 3.1.2 Zoning Permit Required

Except for that development which is exempt from a permit requirement under Sec. 3.1.2(c) below, no development may be commenced within the city without a zoning permit issued by the administrative officer including but not limited to the following types of exterior and interior work:

(a) – (b) As written.

(c) Exemptions

The following shall be exempt from the requirements of this Ordinance and shall not be required to obtain a zoning permit:

1-20. As written.

21. The creation of new interior finished and habitable space where no change of use or exterior alteration is proposed.

(d) As written.

Sec. 3.2.7 Administrative Review and Approval

Pursuant to the provisions of 24 V.S.A. Section 4464(c), this section provides for the administrative review and approval of new development and amendments to previously approved development.

(a) Administrative Authority:

The administrative officer is hereby authorized to undertake the review and approval of those applicable applications subject to the planBTV: Downtown Code under Sec. 14.7.1 e) i and all of the following types of applications:

1. – 6. As written.

In addition, the administrative officer is hereby authorized to undertake the review and approval of certain COA Level II applications subject to the following thresholds and conditions:

7. – 10. As written.

11. Compliance with conditions of approval as specified in a written decision of the DRB; ~~and~~,

12. Minor amendments to development applications previously approved by the DRB where the proposed amendment otherwise qualifies for administrative review as a COA Level I application or under the planBTV: Downtown Code under Sec. 14.7.1 e) i and will not substantively alter any findings of fact or DRB decision and related conditions of approval; ~~and~~,

13. Creation of an Accessory Dwelling Unit where no other applicable standards would require review by the DRB.

Sec. 3.5.2 Applicability

(a) As written

(b) Major Impact Review:

Major Impact Review shall be required for the approval of all development involving any one or more of the following:

<u>Table 3.5.2-1 Zoning Districts</u>					
	Downtown Mixed Use and Form Districts	Neighborhood Mixed Use, Institutional, Enterprise,	Residential- Medium Density, Residential – High Density	Residential- Low Density	RCO-A, RCO-C, RCO-RG, UR
Dwelling Units	Creation of fifty (50) or more dwelling units	Creation of twenty-five (25) or more dwelling units	Creation of ten (10) or more dwelling units	Creation of five (5) or more dwelling units	NA
Land Subdivision	NA	NA	Creation of ten (10) or more lots;	Creation of five (5) or more lots	NA

Non-residential or Mixed Use Development	A development footprint ¹ of fifty thousand (50,000) s.f. or more, or the creation of one hundred thousand (100,000) s.f. or more of gross floor area.	A development footprint ¹ of twenty thousand (20,000) s.f. or more, or the creation of forty thousand (40,000) s.f. or more of gross floor area.	A development footprint ¹ of eight thousand (8,000) s.f. or more, or the creation of fifteen thousand (15,000) s.f. or more of gross floor area.	A development footprint ¹ of five thousand (5,000) s.f. or more, or the creation of ten thousand (10,000) s.f. or more of gross floor area.	Creation of five thousand (5,000) s.f. or more of gross floor area ²
---	---	---	---	--	---

¹ Development Footprint: total area of impervious coverage – buildings and parking.

² Farm structures are exempt per 10 VSA 6001.

In addition, Major Impact Review shall also be required for multiple projects undertaken by the same applicant or responsible party within any consecutive twelve (12) month period on the same or adjacent property that in the aggregate equal or exceed the above criteria.

Sec. 4.3.1 Base Districts Established:

The following zoning districts are hereby established as illustrated in Map 4.3.1.-1 and further described in Part 4 below:

- (a) As written.
- (b) A series of four (4) Neighborhood Mixed Use districts (see Sec. 4.4.2)
 - Neighborhood Mixed Use (NMU);
 - Neighborhood Activity Center (NAC);
 - Neighborhood Activity Center - Riverside Corridor (NAC-RC); and,
 - Neighborhood Activity Center – Cambrian Rise (NAC-CR);
- (c-g) As written.

Sec 4.4.1 Downtown Mixed Use Districts

- (a)–(c) As written.
- (d) **District Specific Regulations**
 - 1. As written.

23. Facades and Setbacks on Side and Rear Property Lines

As written.

34. Lake Champlain Waterfront Setback:

As written.

45. Development Bonuses/Additional Allowances

As written.

Sec. 4.4.2 Neighborhood Mixed Use Districts

(a) As written.

(b) Dimensional Standards and Density

The density and intensity of development, dimensions of building lots, the heights of buildings and their setbacks from property boundary lines, and the limits on lot coverage shall be governed by the following standards:

Table 4.4.2 -1 Dimensional Standards and Density

Districts	Max. Intensity (floor area ratio ¹)	Max. Lot Coverage	Minimum Building Setbacks (feet)			Building Height (feet)
			Front ³	Side	Rear	
NAC	2.0 FAR	80% ⁴	0	0 ²	0 ²	Min: 22', 2 stories Max: 35
NMU	2.0 FAR	80%	0 ⁵	0 ²	0 ²	Min: 22', 2 stories Max: 35
NAC-Riverside	2.0 FAR	80%	0	0 ²	0 ²	Min: 22', 2 stories Max: 35
NAC-CR	2.0 FAR	60%	Min. 0 ⁷ Max. 20 ⁷	10 ⁶	20 ⁶	Min: 22', 2 stories Max: 65'

1. – 7. As written.

(c) – (d) As written.

Sec 4.4.5 Residential Districts

(a) As written.

(b) Dimensional Standards and Density

The density and intensity of development, dimensions of building lots, the heights of buildings and their setbacks from property boundary lines, and the limits on lot coverage shall be governed by the following standards:

Table 4.4.5-1 As written.**Table 4.4.5-2** As written.**Table 4.4.5-3: Residential District Dimensional Standards**

Zoning District	Max. Lot Coverage ¹	Setbacks ^{1, 3, 4, 5, 6}				Max. Height ⁺
		Front ²	Side ³	Rear	Waterfront	
RL; WRL	35%	Min/Max:	Min:	Min:	Min:	35-feet

Table 4.4.5-3: Residential District Dimensional Standards

Zoning District	Max. Lot Coverage ¹	Setbacks ^{1, 3, 4, 5, 6}				Max. Height ⁺
		Front ²	Side ³	Rear	Waterfront	
		Ave. of 2 adjacent lots on both sides +/- 5-feet	10% of lot width Or ave. of side yard setback of 2 adjacent lots on both sides Max required: 20-feet	25% of lot depth but in no event less than 20' Max required: 75-feet	75' feet from the ordinary high water mark of Lake Champlain and the Winooski River	
RM	40%	Min/Max: Ave of 2 adjacent lots on both sides +/- 5-feet	Min: 10% of lot width Or ave. of side yard setback of 2 adjacent lots on both sides Max required: 20-feet	Min: 25% of lot depth but in no event less than 20' Max required: 75-feet	NA	35-feet
WRM	60%	Min/Max: Ave of 2 adjacent lots on both sides +/- 5-feet	Min: 10% of lot width Or ave. of side yard setback of 2 adjacent lots on both sides Max required: 20-feet	Min: 25% of lot depth but in no event less than 20' Max required: 75-feet	Min: 75' feet from the ordinary high water mark of Lake Champlain and the Winooski River	35-feet
RH	80%	Min/Max: Ave of 2 adjacent lots on both sides +/- 5-feet	Min: 10% of lot width Or ave. of side yard setback of 2 adjacent lots on both sides Max required: 20-feet	Min: 25% of lot depth but in no event less than 20' Max required: 75-feet	NA	35-feet

Table 4.4.5-3: Residential District Dimensional Standards

Zoning District	Max. Lot Coverage ¹	Setbacks ^{1, 3, 4, 5, 6}				Max. Height ⁺
		Front ²	Side ³	Rear	Waterfront	
1. An additional ten per cent (10%) lot coverage may be permitted for accessory residential features per (d)3A below. Measurement of and exceptions to coverage, setback, and height standards are found in Art 5. 2. Average front yard setback of the principal structures on the 2 adjacent lots on both sides within the same block having the same street frontage. See Sec. 5.2.45. 3. – 7. As written.						

(c) As written.

(d) District Specific Regulations

The following regulations are district-specific exceptions, bonuses, and standards unique to the residential districts. They are in addition to, or may modify, city-wide standards as provided in Article 5 of this ordinance and district standards as provided above.

1. Setbacks As written.

2. Lot Coverage

A. Exceptions for Accessory Residential Features.

In addition to lot coverage exemptions in Sec. 5.2.3 (b), within the RL, RL-W, RM and RM-W districts, an additional ten (10) per cent of lot coverage above the otherwise applicable limit may be permitted for the following amenity features accessory to residential uses provided that such features shall at no time be enclosed or be used for parking:

(i) Decks;

(ii) Patios;

(iii) Porches;

(iv) Terraces

(v) Tennis or other outdoor game courts;

(vi) Swimming ~~pools and swimming~~ pool aprons;

(vii) Walkways;

(viii) Window Wells; and/or

(ix) Pervious pavement designed and maintained to infiltrate the 1-year/24-hour storm event onsite, subject to review and approval by the Stormwater Administrator.

With the exception of the additional lot coverage allowances provided for under Inclusionary Zoning, requirements such additional lot coverage shall not be permitted for any development where bonus provisions of this ordinance are applicable.

3. Accessory Residential Structures, Buildings and Uses

An accessory structure, building, and/or use as defined in Article 13 and provided under Sec. 5.1.1 and 5.1.2 customarily incidental and subordinate to a principal residential structure,

building and/or use, including but not limited to private garages, carriage houses, barns, storage sheds, tennis courts, swimming pools, cabanas for swimming pools and detached fireplaces may be permitted as follows:

A. Accessory structures or buildings shall meet the dimensional requirement set forth in the district in which they are located pursuant to Sec. 4.4.5(b) of this Article and related requirements in Art 5, Parts 1 and 2;

B. – D. As written.

4-6. As written.

Sec. 5.1.2 Structures

Except as otherwise provided by law or by this ordinance, no structure in any district shall be created, removed or altered except in conformance with the provisions of this Article and the requirements of the district in which such land or structure is located.

(a) – (c) As written.

(d) Accessory Residential Structures or Buildings

An accessory structure or building customarily incidental and subordinate to a principal residential use, structure, or building shall also be governed by the provisions of Sec. 4.4.5(d)43.

(e) – (f) As written.

Sec. 5.2.5 Setbacks

Setbacks between buildings structures and property lines where required are intended to provide access to light and air, provide fire separation and access, and maintain the existing neighborhood pattern of buildings-structures and open spaces between them and to the street.

(a) – (b) As written.

Sec. 5.2.6 Building Height Limits

No structure shall exceed thirty-five (35) feet in height unless otherwise authorized under the district-specific provisions of Article 4:

(a) As written.

(b) Building on Sloped Sites

Buildings on slopes shall reflect the pre-construction topography of the site by making use of opportunities to vary the building's height and roof forms relative to terrain changes as follows:

1. Measurement Interval: Building height shall be measured from the average grade along the street-facing façade at intervals of no less than 32-feet or more than 65-feet along the entire length of the street-facing façade (s).

*** *Illustration remains unchanged.*

2. – 3. As written

(c) Exceptions to Height Limits

1-5. As written.

6. The administrative officer may allow for up to a ~~5~~10% variation in the maximum building height to account for grade changes across the site. In no event however, shall such additional height enable the creation of an additional story beyond the maximum permitted.

(ed) Clear Sight Triangle

1. As written.

Sec. 5.2.7 Density Calculations**(a) Dwelling Units Per Acre:**

In accordance with the district-specific provisions of Article 4, the calculation of density shall be measured as follows in such cases where the density is measured on a dwelling unit per acre basis:

1. Density Calculation: The total number of dwelling units provided on a lot or lots, or portion of the lot(s) where split by a zoning district boundary, shall be divided by the ~~net~~-area expressed in acres calculated to the nearest fractional tenth (i.e. to a single decimal point). The ~~net~~-area of the lot(s) shall account for buildable area where applicable (see Sec. 5.2.4). In calculating the number of dwelling units permitted, fractional units of less than five-tenths (0.5) shall be rounded down to the nearest whole number and fractional units of five-tenths (0.5) or greater shall be rounded up to the nearest whole number. Any rounding of fractional units shall be limited to a single final calculation.

2. As written

(b) Floor Area Ratio

In accordance with the district-specific provisions of Article 4 where the intensity of development is measured on a floor area ratio basis, the calculation of development intensity shall be measured by dividing the gross floor area of all structures on a ~~site~~lot or lots, or portion of the ~~site~~lot(s) where split by a zoning district boundary, by the area of the gross-site lot(s)-area.

*** Illustration remains unchanged.

Sec. 5.3.5 Nonconforming Structures**(a) Changes and Modifications:**

Nothing in this Part shall be deemed to prevent normal maintenance and repair or structural repair, or moving of a non-complying structure pursuant to any applicable provisions of this Ordinance.

Any change or modification to a nonconforming structure, other than to full conformity under this Ordinance, shall only be allowed subject to the following:

1. – 3. As written.

When any portion of a nonconforming structure has been made conforming, it shall not be made nonconforming again except as provided for historic building features pursuant to Sec. 5.2.5(b)(4).

A non-conforming residential structure may be enlarged up to the dimensional standards of the underlying zoning district, subject to review and approval by the DRB pursuant to Art. 3, Part 4 Design Review ~~and Art. 3, Part 5 Conditional Use Review~~. Adaptive reuse or residential conversion bonuses may allow a greater expansion than the underlying zoning district allows approved per the provisions of Article 4.

Sec. 5.4.8 Historic Buildings and Sites

The City seeks to preserve, maintain, and enhance those aspects of the city having historical, architectural, archaeological, and cultural merit. Specifically, these regulations seek to achieve the following goals:

- To preserve, maintain and enhance Burlington's historic character, scale, architectural integrity, and cultural resources;
- To foster the preservation of Burlington's historic and cultural resources as part of an attractive, vibrant, and livable community in which to live, work and visit;
- To promote a sense of community based on understanding the city's historic growth and development, and maintaining the city's sense of place by protecting its historic and cultural resources; and,
- To promote the adaptive re-use of historic buildings and sites.

(a) – (d) As written.

(e) Historic Building Rehabilitation Bonus:

In order to facilitate the rehabilitation and reuse of historic buildings in Residential and Institutional districts, development in excess of the limits set forth in Tables 4.4.4-1, 4.4.5-2 and 4.4.5-3 may be permitted by the DRB subject to all of the following conditions:

- i. The principal building shall be listed or eligible for listing in the United States Department of the Interior's National Register of Historic Places or the Vermont State Register of Historic Places;
- ii. The density limits of the underlying zoning district in Sec. 4.4.4(b) and 4.4.5(b) shall not apply. The extent of development shall instead be limited to an expansion up to a total of 125% of pre-application gross floor area of the qualifying principal building in (i) above;
- iii. The rehabilitation conforms to the requirements of Sec.5.4.8 (b) above;
- iv. Neighborhood commercial uses may be permitted by the DRB subject to the applicable requirements of Sec. 4.4.5(d)(5)(A); and,
- v. Lot coverage shall not exceed the figure established in Table 5.4.8-1:

Table 5.4.8-1 Historic Building Rehabilitation Bonus

District	Maximum Coverage ¹
RL, RL-W, I	Expansion up to <u>the greater of 62% lot coverage or</u> a total of 125% of pre-application principal building coverage.
RM, RM-W	Expansion up to <u>the greater of 72% lot coverage or</u> a total of 125% of pre-application principal building coverage.

RH	Expansion up to <u>the greater of 92% lot coverage or a total of 125% of pre-application principal building coverage.</u>
<u>1. The maximum lot coverages identified in this table are applied in Table 4.4.5-8 – Maximum Density, Lot Coverage and Building Heights with Bonuses</u>	

Sec 5.4.13 Emergency Shelters

Emergency shelters shall be subject to the site and design review standards in Art 6.

In addition to conditional use standards where applicable, proposals for all new emergency shelters shall comply with the following requirements:

- (a) – (b) As written.
- (c) Density within the neighborhood mixed use zones shall be limited to fifty (50) beds, and there is no density limit in the ~~downtown or downtown transition~~ FD5 and FD6 zones;
- (d) – (f) As written.

Sec. 7.1.3 Exemptions

Repainting, refacing, repair, or change of lettering, logo, or colors using the same materials within an existing permitted Sign frame shall be exempt from the requirements of this Article and allowed without the requirement to obtain a new zoning permit.

The following types of Signs are permitted in all parts of the city, and shall also be exempt from the requirements of this Article and the necessity to obtain a permit:

- (a-g) As written
- (h) Historic Marker: A non-illuminated Wall Sign ~~two (2) square feet or less in size~~ sixteen square feet or less in size commemorating the historic significance of a building or site.
- (i-j) As written

Sec 7.2.3 Band Sign

****Illustration to remain unchanged.*

Description

This Sign type consists of a single face, and is placed within a Sign Band that is architecturally integrated into the overall design of the building façade over a principal entrance and spanning across an individual storefront or the entire façade on a Primary Frontage.

Specifications

Quantity (max)	1 Band Sign per street-level storefront, <u>except that where a Primary Frontage contains more than one architecturally distinguishable Sign Band, 1 Band Sign shall be permitted per Sign Band.</u>
Width, Sign (max)	As written.

Height, Sign, (max)	As written.
Height, Overall (max)	As written.
Depth/Projection, lettering (max)	As written.
Area, Sign (max)	As written.
Miscellaneous	As written.

Sec. 7.2.13 Wall Sign

***Illustration to remain unchanged.

Description

This Sign type has a single face and is attached, painted, or otherwise mounted parallel to a building or structure wall on a Primary or Secondary Frontage or elevation where no street Frontage is available.

Specifications

Height (max)	No higher than the floor level of the second story.	284
Area (max)	2 sf per linear foot of street frontage, or elevation where no street frontage is available, associated with a first floor tenant. 10 sf for a second floor <u>or above</u> tenant with only a ground floor entryway. - In no case may the total area of all Wall Signs exceed the lesser of two hundred (200) square feet or fifteen (15%) per cent of the area of the façade or elevation to which they are attached. - A Wall Sign in any residential district shall not exceed 6-sf in area. - A Wall Sign in a RCO-R/G district shall not exceed 20-sf in area.	
Depth/Projection (max)	12-in max. from the facade	301

Miscellaneous	As written.
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9.1.8 Inclusionary Units, Rentals and Sales

For covered projects in which units are offered for rent or sale, a base of fifteen percent (15%) of all of the dwelling units in the project, graduated as specified in Table 9.1.8-1, shall be designated as inclusionary units

This includes any covered project where units are offered for sale via the conveyance of a deed or share for individual units, including fee simple ownership, condominium ownership and cooperative ownership.

Table 9.1.8-1 Inclusionary Zoning Percentages	
If the average sale and rental price of project units is affordable to a household earning:	The percentage of units which are subject to rent and sales prices as per Sec. 9.1.9 and are subject to marketing and continued affordability provisions (Sec. 9.1.105 and Sec. 9.1.146) shall be at least:
Less than 139% of AMI	15%
140%-179% of AMI	20%
Development in any Waterfront district (RM-W, RL-W, NAC-CR and FD5 west of Battery St) or 180% of AMI and above in any other district	25%
Off-campus student housing	15% of total beds

9.1.12

Additional Density and Other Development Allowances

All covered projects shall be entitled to increases in the development allowances of the underlying zoning district in accordance with the provisions of this section.

(a) Any covered project shall be entitled by right to an increase in the maximum lot coverage density/intensity, and, where applicable, height allowed for the lot(s) on which the project is located when all required Inclusionary Units are constructed on the same lot, or lots subject to Article 11 Planned Development. Calculations for these entitlements shall be based on the following tables:

***Remainder of section as written.

Sec. 9.1.13 Off-Site and Payment in Lieu Options

In no event may a covered project which benefited from additional density or development allowances per Sec. 9.1.12 that has been constructed and occupied utilize the following options.

(a) – (b) As written.

Sec. 9.1.15 Marketing of Inclusionary Units

Any applicant developing a covered project shall adhere to the following provisions with respect to the initial offering of inclusionary units for sale or rental:

(a) Trust Fund Notification

The developer shall notify the Housing Trust Fund Manager, as defined in Section 18-~~400~~403 of the Burlington Code of Ordinances, of the prospective availability of any inclusionary units at the time that the building permit is issued for such units in a covered project;

(b) – (f) As written.

Sec. 10.1.5 Lot Line Adjustments

The intent of this section is to provide for an abbreviated review and approval process for the realignment of lot boundary lines between existing adjacent lots, including the merger of lots, where no additional lots are being created. In addition, a lot line adjustment shall include the addition and subtraction of vestigial alleys, as defined in Article 13, when being combined with an adjacent lot. A lot line adjustment shall not constitute a subdivision.

(a) Lot Line Adjustment Submission Requirements:

1-3. As written

4. ~~Two (2) copies~~ One digital or electronic copy of a lot line adjustment plat which shall include the following:

The plat shall be prepared by a Vermont licensed land surveyor and indicate all lots that are proposed to be modified as a result of the proposed lot line adjustment. The survey shall be sufficient to clearly indicate the area, metes, bounds, and ties of each of the affected lots.

The survey shall include all structures and site improvements and delineate all building/structure setbacks, lot coverage, parking spaces and any other details as may be specified by the Administrative Officer.:-

The following additional language shall be printed on the plat:

“Approval of this lot line adjustment plat does not constitute the creation of a separate parcel or lot. It adjusts the physical location of the common boundary of the adjoining parcels or lots. This lot line adjustment has been approved by:”

City of Burlington Administrative Officer/ Assistant Administrative Officer

Date: _____ Zoning Permit # _____

(b)-(c) As written.

Sec. 10.1.8 Preliminary Plat Review

After sketch plan review if applicable, the applicant may submit an application for Preliminary Plat Review pursuant to requirements specified below and containing any additional information requested by the administrative officer after completion of the sketch plan review.

(a) Preliminary Plat Submission Requirements

An applicant requesting preliminary plat review shall submit the following to the administrative officer:

1-4. As written.

5. ~~Eight (8) copies~~One digital or electronic copy of a preliminary plat meeting the following specifications:

A. Sheet ~~size and~~ scale: The preliminary plat ~~shall be twenty four (24) inches by thirty six (36) inches outside dimension. The plat shall be clearly and legibly drawn to a scale of no larger than one-inch equals forty (40) feet. Larger sheet sizes will be allowed with approval of the administrative officer. A reduced, 11" X 17" copy as well as digital version in a format acceptable to the administrative officer shall also be submitted.~~

B. As written.

6. ~~Eight (8) copies~~One digital or electronic copy of a preliminary site plan meeting the following specifications:

A. Site plan, drawn to a scale of 1" =, 10, 20, 40 or 60 ft., of the subject property. ~~A reduced, 11" X 17" copy as well as digital version in a format acceptable to the administrative officer shall also be submitted;~~

B. As written.

(b) Completeness of Submission, Administrator's Action

Upon receipt of a complete application, including all supporting documents and payment of all applicable fees, the administrative officer shall have no more than thirty (30) days to refer the application to the DRB pursuant to the provisions of 24 VSA Sec 4448 and Art. 3, Sec. 3.2.5. In addition, the administrative officer shall date each copy and immediately distribute one copy to each of the following:

1. – 5. As written.

The administrative officer shall retain ~~the other two (2) copies~~a copy. The administrative officer shall also notify the school board and the city councilors serving the affected ward(s) of the pending development; its size, location, and general character.

(c) – (d) As written.

(e) Decision of the DRB on the preliminary plat:

Pursuant to Sec. 3.2.8, within forty-five (45) days from the close of the public hearing on the preliminary plat the DRB shall issue Findings of Fact regarding the proposed application's conformance with each of the review standards of (d) above. The DRB's decision may be to approve, approve with modifications, or disapprove the preliminary plat. Failure of the DRB to issue a decision within this period shall be deemed approval and shall be effective on the 46th day. Notation of the action taken by the DRB shall be ~~made on two (2) copies of the preliminary plat—one copy to be returned~~provided to the applicant and one copy retained for the records of the DRB.

Approval of the preliminary plat shall not constitute a final decision of the DRB on the proposed project or in any manner whatsoever constitute an approval of a final plat unless as specifically provided under Sec. 10.1.7 above. Such a decision shall indicate only conceptual approval of the proposed layout and serve as a guide to the preparation of the final plat.

Disapproval of the preliminary plat shall constitute a final decision of the DRB on the proposed project and be subject to the provisions for appeal pursuant to Art. 12, or consideration of a revised preliminary plat as provided under (f) below. In the case of disapproval, the DRB shall include in the Findings of Fact the specific reasons for denial which shall accompany the ~~returned~~provided copy of the preliminary plat.

(f) –(g) As written.

Sec. 10.1.9 Final Plat Approval Process

During such time that an approved preliminary plat remains effective, the applicant may submit an application for approval of a final plat.

(a) Final Plat and Construction Detail Submission Requirements

The applicant may seek approval of a final plat by filing the following items with the administrative officer. All plat maps, including street and utility construction plans, shall also be provided in a digital computer format compatible with the city mapping and CAD systems as determined by the administrative officer.

1. – 2. As written.

3. ~~Ten (10) copies~~One digital or electronic copy of the final plat, as specified in subsection (6) below.

4. One digital or electronic copy~~Ten (10) copies~~ of the final site plan, as specified in subsection (7) below.

5. One digital or electronic copy~~Ten (10) copies~~ of construction detail drawings of the sewer, water and drainage systems, other underground utilities, surface improvements, street profiles and street cross-sections as specified in subsection (8) below.

6-9. As written.

(b) Completeness of Submission, Administrator's Action

Upon receipt of a complete application for review of a final plat, the administrative officer shall have no more than thirty (30) days to refer the application to the DRB pursuant to the provisions of 24 VSA 4448 and Art. 3, Sec. 3.2.5. In addition, the administrative officer shall date each copy of such drawings and distribute a copy to the city engineer and the director of each affected city department. The final plat shall be made available~~Two (2) copies shall be reserved~~ for use by private utilities ~~and two (2) copies~~ shall be retained by the administrative officer.

(c) – (e) As written.

Sec. 10.1.11 Recording of Final Plats

(a) As written.

(b) Recording within 180 days

The final plat, endorsement by the DRB and all associated documents, shall be recorded in the office of the chief administrative officer within 180 days of the DRB's approval of the final plat. Failure to file all such materials within 180 days of the decision shall render the final plat approval void. In the case of an appeal of the DRB's approval of the final plat, or where additional state or federal permits may be required, the filing deadline shall be within 180 days of the final action or adjudication.

Upon written request, the administrative officer may extend the date for filing the plat by an additional 90 days.

The plat to be filed with the chief administrative officer shall comply with the requirements of 27 V.S.A. Chapter 17 and Section 10.1.9 (a)6 of this Article, and shall be drawn in black permanent inks on three (3) to five (5) mil stable-base polyester film (mylar) and 18 inches by 24 inches in dimension. After such filing or recording, the plat shall be part of the City of Burlington Official Map.

In addition to the final plat as recorded in the city land records:

1. One copy of the approved plat shall be filed with the building inspector before building permits for structures within the subdivision are made available;
2. One copy of the approved plat shall be filed with the city assessor; and,
3. A digital version of the approved plat shall be filed with the ~~department of planning & zoning~~Department of Permitting & Inspections in a format acceptable to the administrative officer.

(c) As written.

Sec. 13.1.2 Definitions

For the purpose of this ordinance certain terms and words are herein defined as follows: Unless defined to the contrary in Section 4303 of the Vermont Planning and Development Act as amended, or defined otherwise in this section, definitions contained in the building code of the City of Burlington, Sections 8-2 and 13-1 of the Code of Ordinances, as amended, incorporating the currently adopted edition of the American Insurance Association's "National Building Code" and the National Fire Protection Association's "National Fire Code" shall prevail.

Additional definitions specifically pertaining to Art. 14 planBTV: Downtown Code can be found in Sec. 14.8, and shall take precedence without limitation over any duplicative or conflicting definitions of this Article.

Density Calculation: A calculation based on the lot size and the allowable units per acre or FAR as applicable in a given zoning district.

~~**Floor Area Ratio:** The ratio of above ground gross floor area to gross site area or, a multiplier representative of the development limits of a site applied to the parcel/land size.~~

Sec. 14.3.6 CIVIC SPACES

(A)-(B) As written.

(C) **PARK**

INTENT As written.

SPECIFICATIONS As written.

TYPICAL FEATURES As written.

PARKING

~~On-site parking is not required unless facilities for structured recreation and community events such as recreation fields and courts, swimming pools, and community rooms are provided. No on-site parking is required.~~

(D)-(I) As written.

Sec. 14.4.13 URBAN DESIGN STANDARDS

While traditional architectural styles and forms are welcome, a diversity of traditional, neo-traditional, and modern architectural styles and forms are highly encouraged in order to both reflect and advance the evolution and diversity of Burlington’s built environment. Regardless of the architectural style used, there remain a number of fundamental urban design standards that must be addressed in order to ensure the creation of a dynamic, engaging, and pedestrian-oriented streetscape.

The following urban design standards shall be applicable to all new construction and Substantial Modification of all Buildings in the Downtown and Waterfront District:

(a)-(c) As written.

(d) Building Materials

The following requirements regarding the selection and use of Building materials is intended to improve the physical quality and durability of buildings, enhance the pedestrian experience, and maintain the character of the downtown area.

i. –iv. As written.

vi. Alternate Materials: As written.

vii. Other: As written.

(e)-(i) As written.

SEC. 14.7.1 APPLYING FOR A ZONING PERMIT: SUBMISSION REQUIREMENTS AND REVIEW

(a)-(e) As written.

(f) Review and Approval of Civic Spaces and Civic Buildings

The creation of new Civic Spaces or Civic Buildings, or the Substantial Modification of an existing Civic Space or Civic Building, shall follow the process as defined below. Any other proposed alteration to an existing Civic Space or Civic Building shall be reviewed and approved by the Administrative Officer who shall ensure ongoing compliance with the intent and standards of this Chapter as applicable.

Because of their important civic nature and public use, the design and form of a new or Substantial Modified Civic Space or Civic Building shall be determined after:

- pre-application review and consultation with the departments of ~~Coty City~~ Planning, Permitting and Inspections, Community and Economic Development, and Parks, Recreation, Waterfront;
- a pre-application Neighborhood Public Meeting pursuant to Sec. 3.2.1 (d) of the BCDO;
- review and recommendation of the Design Advisory Board; and,
- final review and approval by the Development Review Board.

In its discretion to approve a new Civic Space or Civic Building, the Development Review Board, after a Public Hearing, shall consider and reach an affirmative finding on each of the following:

i. – iii. As written.

Sec. 14.7.2 NON-CONFORMITIES

In addition to that as specified in Article 5, Part 3 Non-Conformities of the *Burlington Comprehensive Development Ordinance*, any Building, Structure, Frontage, Development, Site, Improvement, or other appurtenance thereto which lawfully existed at the time of adoption of the applicable provisions of this Article or any amendment thereto may be continued subject to the following provisions:

a) As written.

b) Any Building, Structure, Frontage, Development, Site, Improvement, or other appurtenance thereto which legally existed on the effective date of this Article that does not conform to the requirements of this Article may continue until a Substantial Modification is requested or ~~Abandonment discontinuance~~ occurs.

c) As written.

d) At such time when a Substantial Modification is requested or ~~Abandonment discontinuance~~ occurs, only the affected portion(s) of the Building, Structure, Frontage, Development, Site, Improvement, or other appurtenance thereto shall be required to comply with all applicable provisions of this Article and to the greatest extent practicable in the determination of the Administrative Officer or unless relief is provided by the DRB pursuant to Sec. 14.7.3 below; and,

~~de~~) As written.

Sec 14.8 GLOSSARY

This Section provides definitions for certain terms found in this Article 14. Additional definitions are to be found in Article 13 of the BCDO.

The following terms, as used in this Article 14, shall have the following meanings:

Civic: the term defining public or quasi-public activities dedicated to arts, culture, education, recreation, government, places of worship, public assembly, and public transportation.

Appendix A-Use Table – All Zoning Districts

****For changes See attached Appendix A-Use Table—All Zoning Districts*

* Material stricken out deleted.

** Material underlined added.

Planning/KS/Ordinances 2023/ZA-24-01 Technical Changes
CDO Sections 3.1.2, 3.2.7, 3.5.2, 4.3.1, 4.4.1, 4.4.2, 4.4.5, 5.1.2, 5.2.5, 5.2.6, 5.2.7, Density Calculations; 5.3.5, 5.4.8, 5.4.13, 7.1.3, 7.2.3, 7.2.13, 9.1.8, 9.1.12, 9.1.13 9.1.15, 10.1.5, 10.1.8, 10.1.9, 10.1.11, 13.1.2, 14.3.6, 14.4.13, 14.7.1, 14.7.2, 14.8, and Appendix A
12/14/23

Appendix A-Use Table – All Zoning Districts

	Urban Reserve	Recreation, Conservation & Open Space			Institutional	Residential			Downtown Mixed Use ⁱ	Downtown Form Districts (See Article 14)	Neighborhood Mixed Use				Enterprise	
USES	UR	RCO - A	RCO - RG	RCO - C	I	RL/W	RM/W	RH	DW-PT ¹⁶	Downtown FDs	NMU	NAC	NAC- R C	NAC-CR	E-AE	E-LM ³⁴
RESIDENTIAL USES	UR	RCO - A ¹	RCO - RG	RCO - C	I	RL/W	RM/W	RH	DW-PT ¹⁶	Downtown FDs	NMU	NAC	NAC- R C	NAC-CR	E-AE	E-LM
Single Detached Dwelling	N	N ¹	N	N	Y	Y	Y	N ³⁰	N		N ³⁰	N ³⁰	N ³⁰	N	N	N
Attached Dwellings - Duplex	N	N ¹	N	N	Y	Y ²	Y	Y	N		Y ³	N	Y	N	N	N
Attached Dwellings - Multi-Family (3 or more)	N	N ¹	N	N	Y	N	Y	Y	N		Y	Y	Y	Y	N	N
RESIDENTIAL SPECIAL USES	UR	RCO – A	RCO - RG	RCO - C	I	RL/W	RM/W	RH	DW-PT ¹⁶	Downtown FDs	NMU	NAC	NAC- R C	NAC-CR	E-AE	E-LM
Assisted Living	N	N	N	N	CU	CU	Y	Y	N		Y	Y	Y	Y	N	N
Boarding House ⁶ (4 persons or less)	N	N	N	N	CU	CU	Y	Y	N		Y	Y	Y	N	N	N
Boarding House ⁶ (5 persons or more)	N	N	N	N	CU	CU	CU	CU	N		CU	CU	CU	N	N	N
Community House (See Sec.5.4.4)	N	N	N	N	CU	CU	CU	CU	N		CU	CU	CU	CU	N	N
Convalescent /Nursing Home	N	N	N	N	CU	CU	Y	Y	N		Y	Y	Y	Y	N	N
Dormitory ⁵	N	N	N	N	CU	N	N	N	N		N ²⁵	CU	CU	N	N	N
Emergency Shelter ³¹	N	N	N	N	N	CU	CU	CU	N		CU	CU	CU	CU	N	N
Group Home	N	N	N	N	Y	Y	Y	Y	N		Y	Y	Y	Y	N	N
Historic Inn (See Sec.5.4.2)	N	N	N	N	CU	CU	CU	CU	N		CU	Y	Y	Y	N	N
Mobile Home Park	N	N	N	N	N	CU	CU	N	N		N	N	N	N	N	N
Sorority/Fraternity ⁵	N	N	N	N	CU	N	N	N	N		N	N	N	N	N	N
Short Term Rental ³³	N	N	N	N	Y	Y	Y	Y	N		Y	Y	Y	Y	N	N
NON-RESIDENTIAL USES	UR ²¹	RCO - A	RCO - RG	RCO - C	I	RL/W	RM	RH	DW-PT ¹⁶	Downtown FDs	NMU	NAC	NAC- R C	NAC-CR	E-AE	E-LM
Adult Day Care	N	N	N	N	CU	N	N	N	N		Y	Y	Y	Y	N	N
Agricultural Use ²⁰	N	Y	Y	CU	Y	N	N	N	N		N	N	N	N	Y	N
Amusement Arcade	N	N	N	N	N	N	N	N	N		N	CU	CU	CU	N	N
Animal Boarding/Kennel/Shelter	N	CU	N	N	N	N	N	N	N		N	CU	CU	CU	CU	CU ²⁷
Animal Grooming	N	N	N	N	N	N	N	N	N		Y	Y	Y	Y	CU	CU ²⁷
Animal Hospitals/Veterinarian Office	N	CU	N	N	CU	N	N	N	N		CU	CU	CU	CU	Y	Y ²⁷
Appliance Sales/Service	N	N	N	N	N	N	N	N	N		Y ²⁴	Y	Y	Y ²⁴	N	Y ²⁷
Aquarium	N	N	CU	N	CU	N	N	N	(See Sec.4.4.1(d) 1)		N	N	N	N	N	N
Art Gallery/Studio	N	N	N	N	Y	N	N	CU ¹³	(See Sec.4.4.1(d) 1)		Y	Y	Y	Y	Y	Y
Auction House	N	N	N	N	N	N	N	N	N		N	Y	Y	N	N	CU ²⁷

Appendix A-Use Table – All Zoning Districts

Automobile Body Shop	N	N	N	N	N	N	N	N	N		N	N	Y	N	N	Y ²⁷
Automobile & Marine Parts Sales	N	N	N	N	N	N	N	N	(See Sec.4.4.1(d) 1)		CU	Y	Y	Y	N	Y ²⁷
Automobile/Vehicle Repair	N	N	N	N	N	N	N	N	N		CU ^{9, 12, 14}	CU ^{9, 12, 14}	CU ¹⁴	N	N	Y ²⁷
Automobile Sales – New & Used	N	N	N	N	N	N	N	N	N		N	Y	Y	N	N	CU ²⁷
Automobile/Vehicle Salvage Yard	N	N	N	N	N	N	N	N	N		N	N	N	N	N	N
Bakery	N	N	N	N	N	N ²²	N ²²	CU ¹³	N		Y	Y	Y	Y	Y	Y ²⁷
Bank, Credit Union	N	N	N	N	CU	N ²²	N ²²	N ²²	N		Y	Y	Y	Y	N	Y
Bar, Tavern	N	N	N	N	N	N	N	N	N		CU	CU	CU	CU	N	N
Beauty/ Barber Shop	N	N	N	N	CU	N ²²	N ²²	CU ¹³	N		Y	Y	CU	Y	N	N
Bicycle Sales/Repair	N	N	N	N	CU	N	N	N	N		Y	Y	Y	Y	N	Y ²⁷
Billiard Parlor	N	N	N	N	N	N	N	N	N		CU	Y	CU	Y	N	N
Boat Repair/Service	N	N	CU	N	N	N	N	N	(See Sec.4.4.1(d) 1)		N	CU	CU	N	N	Y ²⁷
Boat Sales/Rentals	N	N	CU	N	N	N	N	N	(See Sec.4.4.1(d) 1)		N	Y	Y	N	N	Y ²⁷
Boat Storage	N	N	CU	N	N	N	N	N	N		N	CU	CU	N	N	Y ²⁷
Bowling Alley	N	N	N	N	N	N	N	N	N		CU	Y	Y	Y	N	Y
Building Material Sales	N	N	N	N	N	N	N	N	N		N	Y ¹⁰	Y	N	N	Y ²⁷
Café	N	CU ¹⁷	CU	N	CU	N ²²	N ²²	CU ¹³	(See Sec.4.4.1(d) 1)		Y	Y	Y	Y	CU	CU ²⁷
Camp Ground	N	Y	Y	N	N	N	N	N	(See Sec.4.4.1(d) 1)		N	N	N	N	N	N
Car Wash	N	N	N	N	N	N	N	N	N		N	CU	Y	CU	N	CU ²⁷
Cemetery	N	N	Y	N	N	N	N	N	N		N	N	N	N	N	N
Cinema	N	N	N	N	Y	N	N	CU	N		CU ¹⁴	Y	N	Y ¹⁴	N	N
Club, Membership	N	N	Y	N	CU	N	Y	Y	N		CU	CU	N	CU	N	N
Community Center	N	N	CU	N	CU	CU ¹³	CU ¹³	Y ¹³	N		Y	Y	Y	Y	N	CU ²⁷
Community Garden	N	Y	Y	N	Y	Y	Y	Y	N		Y	Y	Y	Y	Y	Y ²⁷
Conference Center	N	N	N	N	CU	N	N	N	N		N	N	N	N	N	N
Composting	N	CU	N	N	N	N	N	N	N		N	N	N	N	N	N
Contractor Yard	N	N	N	N	N	N	N	N	N		N	N	Y ¹⁰	N	N	Y
Convenience Store (See Sec.5.4.3)	N	N	N	N	N	N	N	CU ¹²	N		Y ¹²	Y	Y	Y ¹²	N	Y ²⁷
Convention Center	N	N	N	N	N	N	N	N	N		N	N	N	N	N	N
Courthouse	N	N	N	N	Y	N	N	CU	N		N	N	N	N	N	N
Crematory	N	N	N	N	N	N	N	N	N		N	N	CU	N	N	N
Crisis Counseling Center	N	N	N	N	CU	CU	CU	CU	N		Y	Y	Y	Y	N	N
Daycare (See Sec.5.4.1)	N	CU ⁸	CU ⁸	CU ⁸	CU	CU ¹³	CU ¹³	CU ¹³	N		Y	Y	Y	Y	CU	CU ^{17,27}
Daycare – Family Home	N	N	N	N	Y	Y	Y	Y	N		Y	Y	Y	Y	N	N
Dental Lab	N	N	N	N	CU	N	N	N	N		Y	Y	Y	Y	N	Y

Appendix A-Use Table – All Zoning Districts

Distribution Center	N	N	N	N	N	N	N	N	N		N	N	CU	N	N	CU
Dry Cleaning Plant	N	N	N	N	N	N	N	N	N		N	N	CU	N	N	CU
Dry Cleaning Service	N	N	N	N	CU	N ²²	N ²²	N ²²	N		Y ²⁴	Y	Y	Y ²⁴	N	CU ²⁷
Film Studio	N	N	N	N	Y	N	N	N	N		N	CU	Y	CU	N	CU
Fire Station	N	N	Y	N	Y	CU	CU	CU	N		Y	Y	Y	Y	Y	Y
Food & Beverage Processing	N	N	N	N	N	N	N	N	N		CU ¹⁴	CU ¹⁴	CU	CU ¹⁴	Y	Y
Fuel Service Station ⁹	N	N	N	N	N	N	N	N	N		CU ¹¹	Y ¹¹	Y	N	N	N
Funeral Home	N	N	N	N	N	CU ⁷	CU ⁷	CU ⁷	N		CU	Y	Y	N	N	N
Garden Supply Store	N	N	N	N	CU	N	N	N	N		CU ²⁴	Y	Y	N	Y	Y ²⁷
General Merchandise/Retail – Small <4,000sqft	N	N	N	N	CU	N ²²	N ²²	N ²²	(See Sec.4.4.1(d) 1)		Y	Y	Y	Y	N	Y ²⁷
General Merchandise/Retail – Large ≥4,000sqft	N	N	N	N	N	N	N	N	(See Sec.4.4.1(d) 1)		N	CU ¹⁸	CU	CU	N	CU ^{17,27}
Grocery Store – Small ≤10,000sqft	N	N	N	N	N	N	N	CU	N		Y	Y	Y	Y	CU	CU ²⁸
Grocery Store – Large >10,000sqft	N	N	N	N	N	N	N	N	N		N	Y	Y	N	N	CU ²⁸
Hazardous Waste Collection/Disposal	N	N	N	N	N	N	N	N	N		N	N	N	N	N	CU
Health Club	N	N	N	N	Y	N	N	CU	N		CU	Y	Y	Y	N	CU ²⁷
Health Studio	N	N	N	N	Y	N ²²	N ²²	CU	N		Y	Y	Y	Y	N	Y ²⁷
Hospitals	N	N	N	N	CU	N	N	CU	N		N	N	N	N	N	N
Lodging	N	N	N	N	CU	N	N	N	(See Sec.4.4.1(d) 1)		N	Y	N	Y	N	N
Junkyard	N	N	N	N	N	N	N	N	N		N	N	N	N	N	N
Laundromat	N	N	N	N	CU	N ²²	N ²²	CU ¹³	N		Y ¹³	Y	Y	Y	N	Y ²⁷
Library	N	N	N	N	Y	CU	CU	Y	N		Y	Y	Y	Y	N	N
Lumber Yard	N	N	N	N	N	N	N	N	N		N	CU ¹⁰	Y	N	N	Y
Manufacturing-Light	N	N	N	N	N	N	N	N	N		CU ¹⁴	CU ¹⁴	CU	CU ¹⁴	CU	Y
Manufacturing	N	N	N	N	N	N	N	N	N		N	N	CU	N	CU	Y
Marina	N	N	Y	N	N	N	N	N	(See Sec.4.4.1(d) 1)		N	N	N	N	N	N
Medical Lab	N	N	N	N	CU	N	N	N	N		CU	Y	Y	N	CU	CU
Mental Health Crisis Center	N	N	N	N	N	N	CU (See §5.4.11)	N	N		N CU	N	N	N	N	N
Museum–Small < 10,000 sqft	N	CU	CU	CU	Y	CU ¹³	CU ¹³	CU ^{8,13}	(See Sec.4.4.1(d) 1)		Y	Y	Y	Y	CU	Y ²³
Museum-Large >10,000 sqft	N	N	N	N	CU	N	N	N	(See Sec.4.4.1(d) 1)		N	CU	CU	N	CU	CU ²³
Office - General	N	N	N	N	N	N	N	N	N		Y	Y	Y	Y	CU	Y ²⁷

Appendix A-Use Table – All Zoning Districts

Office - Medical, Dental	N	N	N	N	CU	N ²²	N ²²	N ²²	N		Y	Y	Y	Y	N	Y ²⁷
Office-Technical	N	N	N	N	N	N	N	N	N		Y	Y	Y	Y	CU	Y
Open Air Markets	N	Y	Y	N	Y	CU	CU	CU	(See Sec.4.4.1(d) 1)		Y	Y	Y	Y	Y	Y ²⁷
Operations Center – Taxi/Bus ⁹	N	N	N	N	N	N	N	N	N		N	N	CU ¹¹	N	N	Y
Operations Center - Trucking ⁹	N	N	N	N	N	N	N	N	N		N	N	Y ¹¹	N	CU ¹¹	CU
Park	N	Y	Y	Y	Y	Y	Y	Y	(See Sec.4.4.1(d) 1)		Y	Y	Y	Y	CU	CU ²⁷
Parking Garage ⁹	N	N	N	N	Y	N	N	CU	N		CU	Y	N	CU	N	CU
Parking Lot ⁹	N	N	N	N	N	N	N	N	N		N	CU	N	N	N	CU
Performing Arts Center	N	N	N	N	Y	N	N	N	(See Sec.4.4.1(d) 1)		CU	Y	N	CU	N	CU ^{27,32}
Performing Arts Studio	N	N	N	N	Y	N	N	CU ¹³	(See Sec.4.4.1(d) 1)		CU	CU	CU	Y	N	Y ²⁷
Pet Store ¹⁰	N	N	N	N	N	N	N	N	N		CU	Y	Y	Y	N	N
Pharmacy	N	N	N	N	CU	N ²²	N ²²	N ²²	N		Y	Y	Y	Y	N	N
Photo Studio	N	N	N	N	N	N ²²	N ²²	N	N		Y	Y	Y	Y	N	Y
Photography Lab	N	N	N	N	N	N	N	N	N		CU	Y	Y	Y	CU	Y
Police Station - Central	N	N	N	N	CU	N	N	N	N		Y	Y	Y	N	N	N
Police Station - Local	N	N	CU	N	Y	CU	CU	CU	N		Y	Y	Y	Y	Y	Y
Post Office – Central Distribution Center	N	N	N	N	N	N	N	N	N		N	Y	Y	N	N	Y
Post Office - Local	N	N	N	N	Y	N ²²	N ²²	N ²²	N		Y	Y	Y	Y	N	N
Printing Plant	N	N	N	N	N	N	N	N	N		N	N	CU	N	N	Y
Printing Shop	N	N	N	N	CU	N ²²	N ²²	N	N		CU	Y	Y	Y	N	Y
Public Transit Terminal	N	N	N	N	Y	N	N	N	(See Sec.4.4.1(d) 1)		N	CU	CU	Y	CU	Y
Public Works Yard/Garage ⁹	N	N	N	N	CU ¹¹	N	N	N	N		N	CU ¹¹	Y ¹¹	N	CU	Y
Radio & TV Studio	N	N	N	N	N	N	N	N	N		N	Y	Y	Y	N	Y
Rail Equip. Storage & Repair	N	N	N	N	N	N	N	N	(See Sec.4.4.1(d) 1)		N	N	N	N	CU	CU ²⁷
Recording Studio	N	N	N	N	N	N	N	CU	N		CU	CU	Y	Y	N	Y
Recreational Facility - Indoor	N	N	CU	N	CU	N	CU	CU	(See Sec.4.4.1(d) 1)		N	Y	CU	N	N	CU ²⁷¹
Recreational Facility - Outdoor Commercial	N	N	CU	N	CU	N	N	N	(See Sec.4.4.1(d) 1)		N	N	CU	N	N	N
Recreational Facility - Outdoor	N	N	Y	N	Y	N	N	N	(See Sec.4.4.1(d) 1)		N	Y	Y	CU	N	N

Appendix A-Use Table – All Zoning Districts

Recreational Vehicle Sales – New and Used	N	N	N	N	N	N	N	N	N		N	CU	CU	N	N	Y ²⁷
Recycling Center – Large ¹⁰ (above 2,000 sf)	N	N	N	N	N	N	N	N	N		N	N	N	N	CU	CU
Recycling Center - Small ¹⁰ (2,000 sf or less)	N	N	N	N	CU	N	N	N	N		CU	CU	CU	CU	CU	Y
Research and Development Facility	N	N	N	N	CU	N	N	N	N		CU	CU	CU	CU	CU	Y
Research Lab	N	CU	N	N	CU	N	N	N	(See Sec.4.4.1(d) 1)		N	CU	CU	CU ²⁴	CU	Y
Restaurant	N	N	N	N	N	N ²²	N ²²	CU ^{8, 13}	(See Sec.4.4.1(d) 2)		Y ¹³	Y	Y	Y ¹³	N	N
Restaurant – Take Out	N	N	N	N	CU ¹³	N ²²	N ²²	N	(See Sec.4.4.1(d) 1)		Y ¹³	Y	Y	Y ¹³	N	Y ^{13,27}
Salon/Spa	N	N	N	N	CU	N ²²	N ²²	N	N		Y	Y	Y	Y	N	N
School - Post-Secondary &Community College	N	N	Y	N	CU	N	CU	CU	N		CU	CU	CU	CU	N	N
School – Preschool (see Sec. 5.4.1)	N	CU ⁸	CU ⁸	CU ⁸	CU	CU ¹³	CU ¹³	CU ¹³	N		Y	Y	Y	Y	CU	CU ^{17,27}
School - Primary	N	N	N	N	CU	CU	CU	CU	N		CU	CU	CU	CU	N	N
School - Secondary	N	N	N	N	CU	CU	CU	CU	N		CU	CU	CU	CU	N	N
School, -Trade, or Professional	N	N	N	N	CU	N	N	N	N		CU	N	N	CU	N	CU ²⁷
Solid Waste Facility - Incinerator, Landfill, Transfer Station	N	N	N	N	N	N	N	N	N		N	N	N	N	CU	CU
Tailor Shop	N	N	N	N	N	N ²²	N ²²	CU	N		Y	Y	Y	Y	N	N
Warehouse	N	CU	N	N	CU	N	N	N	(See Sec.4.4.1(d) 1)		N	N	Y ¹⁵	N	Y	Y
Warehouse, Retail ⁹	N	N	N	N	N	N	N	N	N		N	CU ¹⁵	CU ¹⁵	N	CU	CU
Warehouse, Self-Storage ⁹	N	N	N	N	N	N	N	N	N		N	N	Y ¹⁵	N	N	CU
Wholesale Sales ⁹	N	CU	N	N	N	N	N	N	N		N	N	Y ¹⁵	N	Y	Y
Worship, Place of	N	N	N	N	CU	CU	CU	Y	N		Y	CU	CU	CU	N	N

1. Residential uses are not permitted except only as an accessory use to an agricultural use.

Legend:	
Y	Permitted Use in this district
CU	Conditional Use in this district
N	Use not permitted in this district
Abbreviation	Zoning District
RCO – A	RCO - Agriculture
RCO – RG	RCO – Recreation/Greenspace
RCO – C	RCO - Conservation
I	Institutional
RL/W	Residential Low Density, Waterfront Residential Low Density
RM/W	Residential Medium Density, Waterfront Residential Medium Density
RH	Residential High Density

Appendix A-Use Table – All Zoning Districts

2. Duplexes may be constructed on lots which meet the minimum lot size specified in Table 4.4.5-1.

3. Duplexes shall only be allowed as a result of a conversion of an existing single family home. New duplexes are prohibited.

4. Reserved.

5. An existing fraternity, sorority, or other institutional use may be converted to dormitory use subject to conditional use approval by the DRB.

6. Must be owner-occupied.

7. Must be located on a major street.

8. Daycare centers and preschools in the RCO zones shall only be allowed when a small museum is the principal use.

9. Automobile sales not permitted other than as a separate principal use subject to obtaining a separate zoning permit.

10. Exterior storage and display not permitted.

11. All repairs must be contained within an enclosed structure.

12. No fuel pumps shall be allowed other than as a separate principal use subject to obtaining a separate zoning permit.

13. Permitted hours of operation 5:30 a.m. to 11:00 p.m.

14. Such uses not to exceed ten thousand (10,000) square feet per establishment.

15. Excludes storage of uncured hides, explosives, and oil and gas products.

16. See Sec.4.4.1(d) 2 for more explicit language regarding permitted and conditional uses in the Downtown Waterfront – Public Trust District.

17. Allowed only as an accessory use.

18. A permitted use in the Shelburne Rd Plaza and Ethan Allen Shopping Center.

19. [Reserved].

20. Accepted agricultural and silvicultural practices, including the construction of farm structures, as those practices are defined by the secretary of agriculture, food and markets or the commissioner of forests, parks and recreation, respectively, under 10 VSA §1021(f) and 1259(f) and 6 VSA §4810 are exempt from regulation under local zoning.

21. See Sec. 4.4.7 (c) for specific allowances and restrictions regarding uses in the Urban Reserve District.

22. See Sec. 4.4.5 (d) 6 for specific allowances and restrictions regarding Neighborhood Commercial Uses in Residential districts.

23. Allowed only on properties with frontage on Pine Street.

24. Such uses shall not exceed 4,000 square feet in size.

25. Dormitories are only allowed on properties contiguous to a school existing as of January 1, 2010.

26. The mixed uses shall be limited to those that are either permitted, conditional, or pre-existing nonconforming in the zoning district.

27. For lots south of Home Avenue, this use is only permitted or conditionally permitted when one or more Industrial or Arts Production use(s) exists on the lot, and when the combined Gross Floor Area of all uses unrelated to Industrial or Arts production and with this footnote does not exceed 49 percent of the Gross Floor Area. For lots north of Home Avenue within the EL-M district, this footnote does not apply. Grocery Stores up to but not to exceed 35,000 square feet may be permitted subject to conditional use approval by the DRB in that portion of the Enterprise-Light Manufacturing District between Flynn and Home Avenue.

28. Grocery Stores up to but not to exceed 35,000 square feet may be permitted subject to conditional use approval by the DRB in that portion of the Enterprise-Light Manufacturing District between Flynn and Home Avenue.

29. Must be fully enclosed within a building.

30. New single detached dwellings are not permitted. However, a pre-existing single detached dwelling may be reverted to a single family use regardless of its present use if the building was originally designed and constructed for that purpose.

31. See special use standards of Sec. 5.4.13, Emergency Shelters.

32. Performing Arts Centers in the ELM zone shall be limited to properties with frontage on Pine Street up to 5,000 square feet in size, and to properties with frontage on Industrial Parkway up to 15,000 square feet in size. Performing Arts Centers may contain accessory space for preparation and serving food and beverages, including alcohol, provided this accessory space comprises less than 50% of the entire establishment.

33. Short term rentals are permitted by right, subject to per building limitations and rental registration requirements pursuant to Chapter 18: Minimum Housing Standards of the City Code of Ordinances.

34. See Sec. 4.5.8(c) 5 for permitted uses in the Enterprise – Innovation District (E-SEID) Overlay
- | | |
|--------|---|
| DW-PT | Downtown Waterfront-Public Trust |
| NMU | Neighborhood Mixed Use |
| NAC | Neighborhood Activity Center |
| NAC-RC | NAC – Riverside Corridor |
| NAC-CR | NAC – Cambrian Rise |
| E-AE | Enterprise – Agricultural Processing and Energy |
| E-LM | Enterprise – Light Manufacturing |

ⁱ For permitted and conditional uses within the Downtown and Waterfront Form Districts, refer to Article 14.

TO: Burlington City Council
Mayor Miro Weinberger
FROM: Charles Dillard, AICP, Principal Planner
DATE: October 16, 2023
RE: Proposed CDO Amendment – ZA-24-01: Technical Amendments

Overview & Background

In review and administration of the Comprehensive Development Ordinance (CDO), staff and applicants have noted various elements that require minor, technical amendment to correct spelling, cross-references, or clarify the administration of specific provisions. This package of technical amendments is the natural result of administering a lengthy and complex ordinance, and regularly amending it to implement specific policy goals. As is typical every few years, this package of amendments has been prepared jointly by staff from the Office of City Planning and Department of Permitting and Inspections. The technical corrections can be categorized as follows, and more specifically described in staff comments in the enclosed draft amendment:

- **Spelling/Numbering/Formatting Errors:** These majority of these amendments would correct spelling errors, errors in numbering of sections and subsections, and formatting errors, mostly related to cross-references to other portions of the CDO.
- **Site/Building Standards and Features:** These amendments are primarily needed to correct errors in the code to ensure consistency or to clarify ambiguities raised by the Development Review Board and DPI staff.
- **Internal Consistency and Administrative Clarity:** These amendments address internal ambiguity around definitions and methods for calculating density, and provide greater clarity for the implementation of recent major policy initiatives related to inclusionary zoning and ADU provisions.
- **Use Table Errors:** The use table incorrectly states that the Mental Health Crisis Center is a prohibited use in the Neighborhood Mixed Use district, while it should be listed as a conditional use. Changes to the Use Table also clarify that use tables for the downtown form districts are found in Article 14.

Proposed Amendment

Amendment Type

Text Amendment	Map Amendment	Text & Map Amendment
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Purpose Statement

This amendment corrects a number of errors in the CDO that are considered technical and will provide further clarity and consistency of administration for staff and applicants.

Proposed Amendments

The following amendments to the *Burlington Comprehensive Development Ordinance* are included in this proposal:

1. Amends Article 3 – Applications, Permits, and Project Reviews

- Modifies Sec. 3.1.2 to exempt new interior finished space from requiring a zoning permit

- Modifies Sec. 3.2.7 to exempt certain ADUs from DRB review when associated with a COA Level II permit

2. Amends Article 4 – Zoning Districts and Maps to make various corrections

- Modifies Sec. Table 3.5.2.1 to provide a Table header name;
- Modifies Sec. 4.3.1 to change "NAC-RC" to "NAC-R," consistent with other references to this district in the CDO;
- Modifies Sec. 4.4.1 to correct the subsection numbering;
- Modifies Sec. 4.4.2 to correct a typo in the Table 4.4.1-1 building height column and correct the numbering of table footnotes;
- Modifies Sec. 4.4.5's Table 4.4.5-3 to correct a cross-reference and re-number the Table's footnotes;
- Modifies Sec. 4.4.5 to remove "swimming pool" from list of accepted accessory structure exemptions, providing consistency with Sec. 5.2.3(b);
- Modifies Sec. 4.4.5(d) 3 to correct the reference to Article 5;

3. Amends Article 5 – Development Review Standards to make various corrections

- Modifies Sec. 5.1.2 to correct a cross-reference;
- Modifies 5.2.5 to reword from "buildings" to "structures" to provide greater clarity;
- Modifies Sec 5.2.6 to add "from the average grade" language to this section that regulates building height on sloped sites as per a previous zoning amendment;
- Modifies Sec. 5.2.6 to correct the subsection lettering;
- Modifies Sec. 5.2.6 to increase modestly the allowed variation in maximum building height;
- Modifies Sec. 5.2.7 to clarify the Floor Area Ratio standard, particularly to reference lot area rather than an undefined term "site";
- Modifies Sec. 5.3.5 to delete an obviated reference to conditional use requirements;
- Modifies Sec. 5.4.8 to provide consistency across CDO elements in discussing the extent of lot coverage bonuses;
- Modifies Sec. 5.4.13 to correct a reference to the FD5 and FD6 in the Downtown Form Code;

4. Amends Article 7 – Signs to provide updated guidance and greater clarity

- Modifies Sec. 7.1.8 to update the historic marker definition based on typical dimensions for such signs;
- Modifies Sec. 7.2.3 to clarify when multiple Band Signs are permitted
- Modifies Sec. 7.2.13 to provide greater clarity in regulating wall signs when proposed for buildings taller than two stories

5. Amends Article 9 – Inclusionary and Replacement Housing to correct a cross-reference

- Modifies Sec. 9.1.12 to confirm intent that IZ density bonus is permitted only when IZ units are provided on the same lot or lots as the project's market rate units;
- Modifies Sec. 9.1.13 to clarify that the off-site and in-lieu options for Inclusionary affordable housing units are not permitted in completed structures that have benefited from additional density or development allowances.

- Modifies Sec. 9.1.15 to correct a cross reference to the Code of Ordinances

6. Amends Article 10 – Subdivision Review to update submission requirements based on a recent policy change

- Modifies multiple sections to remove reference to mylar plan submittals, which are no longer required.
- Modifies Sec. 10.1.5 to correct language that currently calls for paper copies of submissions when only digital copies are currently required

7. Amends Article 14 – PlanBTV Downtown Code to make various corrections

- Modifies Sec. 14.4.13 to correct the subsection numbering
- Modifies Sec. 14.7.1 to correct a typo
- Modifies Sec. 14.7.2 to correct a typo and clarify use of term "abandonment" as meaning "discontinuance"
- Modifies Sec. 14.8 to correct a typo

8. Amends Appendix A – Comprehensive Use Table to correct the table

- Modifies the Use Table to correct an error in the Mental Health Crisis Center row
- Creates a new Downtown Form Districts Column
- Corrects district identification error from NAC-RC to NAC-R

Relationship to planBTV

This following discussion of conformance with the goals and policies of planBTV is prepared in accordance with the provisions of 24 V.S.A. §4441(c).

Theme:	Dynamic	Distinctive	Inclusive	Connected
Land Use:	Conserve	Sustain		Grow

Compatibility with Proposed Future Land Use & Density

This amendment has no direct impact on land use and density, except in that it corrects errors and provides greater clarity.

Impact on Safe & Affordable Housing

This amendment has no direct impact on safe and affordable housing, except in that it corrects errors and provides greater clarity.

Planned Community Facilities

This amendment has no direct impact on planned community facilities, except in that it corrects errors and provides greater clarity.

Process Overview

The following chart summarizes the current stage in the zoning amendment process, and identifies any recommended actions:

Planning Commission Process				
Draft Amendment prepared by: Staff 7/6/23	Presentation to & discussion by Commission 7/11/23	Approve for Public Hearing 7/11/2023	Public Hearing 8/8/2023	Approved & forwarded to Council 8/8/2023
City Council Process				

First Read 9/11/23	Ordinance Cmte discussion <i>Recommend waive rules & warn public hearing.</i>	Ordinance Cmte recommend	Second Read & Public Hearing 10/23/23	Council Approval & Adoption
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Board of Finance and City Council Submission ChecklistDepartment: City Planning Submitter: Charles DillardTitle/Subject: ZA-24-01 Technical Amendments

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☒	City Council	12/18/2023
☐	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	10/16/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
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	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CAO has reviewed budget, financing, and memo	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

CITY OF BURLINGTON

In the Year Two Thousand Twenty-Three

An Ordinance in Relation to

CDO—TECHNICAL AMENDMENTS
ZA-24-01

ORDINANCE 8.4

Sponsors: Planning, Planning
Commission

Public Hearing Dates: 10/23/23

First reading: 09/11/23

Referred to:

Rules suspended and placed in all
stages of passage:

Second reading: 12/18/23

Action: adopted

Date: 12/18/23

Signed by Mayor: 12/19/23

Published: 01/10/24

Effective: 01/31/24

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

That Appendix A, Comprehensive Development Ordinance, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sections 3.1.2, Zoning Permit Required; 3.2.7, Administrative Review and Approval; 3.5.2, Applicability; 4.3.1, Base Districts Established; 4.4.1, Downtown Mixed Use Districts; 4.4.2, Neighborhood Mixed Use Districts; 4.4.5, Residential Districts; 5.1.2, Structures; 5.2.5, Setbacks; 5.2.6, Building Height Limitations; 5.2.7, Density Calculations; 5.3.5, Nonconforming Structures; 5.4.8, Historic Buildings and Sites; 5.4.13, Emergency Shelters; 7.1.3, Exemptions; 7.2.3, Band Signs; 7.2.13, Wall Sign; 9.1.8, Inclusionary Rentals Units, Rentals and Sales; 9.1.12, Additional Density and Other Development Allowances; 9.1.13 Off-Site and Payment in Lieu Options; 9.1.15, Marketing of Inclusionary Units; 10.1.5, Lot Line Adjustments; 10.1.8, Preliminary Plat Review; 10.1.9, Final Plat Approval Process; 10.1.11, Recording of Final Plats; 13.1.2, Definitions; 14.3.6, Civic Spaces; 14.4.13, Urban Design Standards; 14.7.1, Applying for a Zoning Permit: Submission Requirements and Review; 14.7.2, Non-Conformities; 14.8, Glossary; and Appendix A, Use Table—All Zoning Districts; thereof to read as follows:

Sec. 3.1.2 Zoning Permit Required

Except for that development which is exempt from a permit requirement under Sec. 3.1.2(c) below, no development may be commenced within the city without a zoning permit issued by the administrative officer including but not limited to the following types of exterior and interior work:

(a) – (b) As written.

(c) Exemptions

The following shall be exempt from the requirements of this Ordinance and shall not be required to obtain a zoning permit:

1-20. As written.

21. The creation of new interior finished and habitable space where no change of use or exterior alteration is proposed.

ORIGINAL

AN ORDINANCE
IN RELATION TO

Introduced by

Councilor _____

Read in City Council first time

_____, 20_____.

Attest,

_____, Clerk.

Rules suspended, and ordinance placed in all stages of
passage.

_____, 20_____.

Attest,

_____, Clerk.

Read in City Council second time

_____, 20_____.

Attest,

_____, Clerk.

Passed in City Council at meeting held

_____, 20_____.

Attest,

_____, Clerk.

Approved _____, 20_____.

_____, Mayor.

I, _____, City Clerk of the City of Burlington
and Clerk of the City Council of said City, do hereby certify that the within written Ordinance has
been duly published according to Law and the Charter of the City, and in compliance with said
Charter this certificate is hereto attached.

And the within Ordinance was ordered published for _____ day,
namely the _____ day of _____, 20_____.

Adopted _____ Published _____ Effective _____
_____, City Clerk

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Distribution

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* * * * *

* * * * *

(d) As written.

Sec. 3.2.7 Administrative Review and Approval

Pursuant to the provisions of 24 V.S.A. Section 4464(c), this section provides for the administrative review and approval of new development and amendments to previously approved development.

(a) Administrative Authority:

The administrative officer is hereby authorized to undertake the review and approval of those applicable applications subject to the planBTV: Downtown Code under Sec. 14.7.1 e) i and all of the following types of applications:

1. – 6. As written.

In addition, the administrative officer is hereby authorized to undertake the review and approval of certain COA Level II applications subject to the following thresholds and conditions:

7. – 10. As written.

11. Compliance with conditions of approval as specified in a written decision of the DRB; ~~and;~~

12. Minor amendments to development applications previously approved by the DRB where the proposed amendment otherwise qualifies for administrative review as a COA Level I application or under the planBTV: Downtown Code under Sec. 14.7.1 e) i and will not substantively alter any findings of fact or DRB decision and related conditions of approval; ~~and;~~

13. Creation of an Accessory Dwelling Unit where no other applicable standards would require review by the DRB.

Sec. 3.5.2 Applicability

(a) As written

(b) Major Impact Review:

Major Impact Review shall be required for the approval of all development involving any one or more of the following:

Table 3.5.2-1 Zoning Districts

	Downtown Mixed Use and Form Districts	Neighborhood Mixed Use, Institutional, Enterprise,	Residential-Medium Density, Residential – High Density	Residential-Low Density	RCO-A, RCO-C, RCO-RG, UR
Dwelling Units	Creation of fifty (50) or more dwelling units	Creation of twenty-five (25) or more dwelling units	Creation of ten (10) or more dwelling units	Creation of five (5) or more dwelling units	NA
Land Subdivision	NA	NA	Creation of ten (10) or more lots;	Creation of five (5) or more lots	NA

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Non-residential or Mixed Use Development	A development footprint ¹ of fifty thousand (50,000) s.f. or more, or the creation of one hundred thousand (100,000) s.f. or more of gross floor area.	A development footprint ¹ of twenty thousand (20,000) s.f. or more, or the creation of forty thousand (40,000) s.f. or more of gross floor area.	A development footprint ¹ of eight thousand (8,000) s.f. or more, or the creation of fifteen thousand (15,000) s.f. or more of gross floor area.	A development footprint ¹ of five thousand (5,000) s.f. or more, or the creation of ten thousand (10,000) s.f. or more of gross floor area.	Creation of five thousand (5,000) s.f. or more of gross floor area ²
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¹ Development Footprint: total area of impervious coverage – buildings and parking.

² Farm structures are exempt per 10 VSA 6001.

In addition, Major Impact Review shall also be required for multiple projects undertaken by the same applicant or responsible party within any consecutive twelve (12) month period on the same or adjacent property that in the aggregate equal or exceed the above criteria.

Sec. 4.3.1 Base Districts Established:

The following zoning districts are hereby established as illustrated in Map 4.3.1.-1 and further described in Part 4 below:

- (a) As written.
- (b) A series of four (4) Neighborhood Mixed Use districts (see Sec. 4.4.2)
 - Neighborhood Mixed Use (NMU);
 - Neighborhood Activity Center (NAC);
 - Neighborhood Activity Center - Riverside Corridor (NAC-RE); and,
 - Neighborhood Activity Center – Cambrian Rise (NAC-CR);
- (c-g) As written.

Sec 4.4.1 Downtown Mixed Use Districts

- (a)–(c) As written.
- (d) **District Specific Regulations**
 - 1. As written.
 - 23. Facades and Setbacks on Side and Rear Property Lines**
As written.
 - 34. Lake Champlain Waterfront Setback:**
As written.
 - 45. Development Bonuses/Additional Allowances**
As written.

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* * * * *

Sec. 4.4.2 Neighborhood Mixed Use Districts

(a) As written.

(b) Dimensional Standards and Density

The density and intensity of development, dimensions of building lots, the heights of buildings and their setbacks from property boundary lines, and the limits on lot coverage shall be governed by the following standards:

Table 4.4.2 -1 Dimensional Standards and Density

Districts	Max. Intensity (floor area ratio ¹)	Max. Lot Coverage	Minimum Building Setbacks (feet)			Building Height (feet)
			Front ³	Side	Rear	
NAC	2.0 FAR	80% ⁴	0	0 ²	0 ²	Min: 22', 2 stories Max: 35
NMU	2.0 FAR	80%	0 ⁵	0 ²	0 ²	Min: 22', 2 stories Max: 35
NAC-Riverside	2.0 FAR	80%	0	0 ²	0 ²	Min: 22', 2 stories Max: 35
NAC-CR	2.0 FAR	60%	Min. 0 ⁷ Max. 20 ⁷	10 ⁶	20 ⁶	Min: 22', 2 stories Max: 65'

1. – 7. As written.

(c) – (d) As written.

Sec 4.4.5 Residential Districts

(a) As written.

(b) Dimensional Standards and Density

The density and intensity of development, dimensions of building lots, the heights of buildings and their setbacks from property boundary lines, and the limits on lot coverage shall be governed by the following standards:

Table 4.4.5-1 As written.

Table 4.4.5-2 As written.

Table 4.4.5-3: Residential District Dimensional Standards

Zoning District	Max. Lot Coverage ¹	Setbacks ^{1, 3, 4, 5, 6}				Max. Height ⁴
		Front ²	Side ³	Rear	Waterfront	
RL; WRL	35%	Min/Max:	Min:	Min:	Min:	35-feet

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* * * * *

Table 4.4.5-3: Residential District Dimensional Standards

Zoning District	Max. Lot Coverage ¹	Setbacks ^{1, 3, 4, 5, 6}				Max. Height [†]
		Front ²	Side ³	Rear	Waterfront	
		Ave. of 2 adjacent lots on both sides +/- 5-feet	10% of lot width Or ave. of side yard setback of 2 adjacent lots on both sides Max required: 20-feet	25% of lot depth but in no event less than 20' Max required: 75-feet	75' feet from the ordinary high water mark of Lake Champlain and the Winooski River	
RM	40%	Min/Max: Ave of 2 adjacent lots on both sides +/- 5-feet	Min: 10% of lot width Or ave. of side yard setback of 2 adjacent lots on both sides Max required: 20-feet	Min: 25% of lot depth but in no event less than 20' Max required: 75-feet	NA	35-feet
WRM	60%	Min/Max: Ave of 2 adjacent lots on both sides +/- 5-feet	Min: 10% of lot width Or ave. of side yard setback of 2 adjacent lots on both sides Max required: 20-feet	Min: 25% of lot depth but in no event less than 20' Max required: 75-feet	Min: 75' feet from the ordinary high water mark of Lake Champlain and the Winooski River	35-feet
RH	80%	Min/Max: Ave of 2 adjacent lots on both sides +/- 5-feet	Min: 10% of lot width Or ave. of side yard setback of 2 adjacent lots on both sides Max required: 20-feet	Min: 25% of lot depth but in no event less than 20' Max required: 75-feet	NA	35-feet

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* * * * *

Table 4.4.5-3: Residential District Dimensional Standards

Zoning District	Max. Lot Coverage ¹	Setbacks ^{1, 3, 4, 5, 6}				Max. Height ¹
		Front ²	Side ³	Rear	Waterfront	
1. An additional ten per cent (10%) lot coverage may be permitted for accessory residential features per (d)3A below. Measurement of and exceptions to coverage, setback, and height standards are found in Art 5. 2. Average front yard setback of the principal structures on the 2 adjacent lots on both sides within the same block having the same street frontage. See Sec. 5.2.4<u>5</u>. 3. – 7. As written.						

(c) As written.

(d) District Specific Regulations

The following regulations are district-specific exceptions, bonuses, and standards unique to the residential districts. They are in addition to, or may modify, city-wide standards as provided in Article 5 of this ordinance and district standards as provided above.

1. Setbacks As written.

2. Lot Coverage

A. Exceptions for Accessory Residential Features.

In addition to lot coverage exemptions in Sec. 5.2.3 (b), within the RL, RL-W, RM and RM-W districts, an additional ten (10) per cent of lot coverage above the otherwise applicable limit may be permitted for the following amenity features accessory to residential uses provided that such features shall at no time be enclosed or be used for parking:

(i) Decks;

(ii) Patios;

(iii) Porches;

(iv) Terraces

(v) Tennis or other outdoor game courts;

(vi) Swimming ~~pools and swimming~~ pool aprons;

(vii) Walkways;

(viii) Window Wells; and/or

(ix) Pervious pavement designed and maintained to infiltrate the 1-year/24-hour storm event onsite, subject to review and approval by the Stormwater Administrator.

With the exception of the additional lot coverage allowances provided for under Inclusionary Zoning, requirements such additional lot coverage shall not be permitted for any development where bonus provisions of this ordinance are applicable.

3. Accessory Residential Structures, Buildings and Uses

An accessory structure, building, and/or use as defined in Article 13 and provided under Sec. 5.1.1 and 5.1.2 customarily incidental and subordinate to a principal residential structure,

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Adopted _____ Published _____ Effective _____
_____, City Clerk

Attest:

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on _____

* * * * *

* * * * *

building and/or use, including but not limited to private garages, carriage houses, barns, storage sheds, tennis courts, swimming pools, cabanas for swimming pools and detached fireplaces may be permitted as follows:

A. Accessory structures or buildings shall meet the dimensional requirement set forth in the district in which they are located pursuant to Sec. 4.4.5(b) of this Article and related requirements in Art 5, Parts 1 and 2;

B. – D. As written.

4-6. As written.

Sec. 5.1.2 Structures

Except as otherwise provided by law or by this ordinance, no structure in any district shall be created, removed or altered except in conformance with the provisions of this Article and the requirements of the district in which such land or structure is located.

(a) – (c) As written.

(d) Accessory Residential Structures or Buildings

An accessory structure or building customarily incidental and subordinate to a principal residential use, structure, or building shall also be governed by the provisions of Sec. 4.4.5(d)43.

(e) – (f) As written.

Sec. 5.2.5 Setbacks

Setbacks between buildings structures and property lines where required are intended to provide access to light and air, provide fire separation and access, and maintain the existing neighborhood pattern of buildings-structures and open spaces between them and to the street.

(a) – (b) As written.

Sec. 5.2.6 Building Height Limits

No structure shall exceed thirty-five (35) feet in height unless otherwise authorized under the district-specific provisions of Article 4:

(a) As written.

(b) Building on Sloped Sites

Buildings on slopes shall reflect the pre-construction topography of the site by making use of opportunities to vary the building's height and roof forms relative to terrain changes as follows:

1. Measurement Interval: Building height shall be measured from the average grade along the street-facing façade at intervals of no less than 32-feet or more than 65-feet along the entire length of the street-facing façade (s).

*** *Illustration remains unchanged.*

2. – 3. As written

ORIGINAL

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* * * * *

(c) Exceptions to Height Limits

1-5. As written.

6. The administrative officer may allow for up to a ~~5~~10% variation in the maximum building height to account for grade changes across the site. In no event however, shall such additional height enable the creation of an additional story beyond the maximum permitted.

(ed) Clear Sight Triangle

1. As written.

Sec. 5.2.7 Density Calculations**(a) Dwelling Units Per Acre:**

In accordance with the district-specific provisions of Article 4, the calculation of density shall be measured as follows in such cases where the density is measured on a dwelling unit per acre basis:

1. Density Calculation: The total number of dwelling units provided on a lot or lots, or portion of the lot(s) where split by a zoning district boundary, shall be divided by the ~~net~~-area expressed in acres calculated to the nearest fractional tenth (i.e. to a single decimal point). The ~~net~~-area of the lot(s) shall account for buildable area where applicable (see Sec. 5.2.4). In calculating the number of dwelling units permitted, fractional units of less than five-tenths (0.5) shall be rounded down to the nearest whole number and fractional units of five-tenths (0.5) or greater shall be rounded up to the nearest whole number. Any rounding of fractional units shall be limited to a single final calculation.

2. As written

(b) Floor Area Ratio

In accordance with the district-specific provisions of Article 4 where the intensity of development is measured on a floor area ratio basis, the calculation of development intensity shall be measured by dividing the gross floor area of all structures on a ~~site~~lot or lots, or portion of the ~~site~~lot(s) where split by a zoning district boundary, by the area of the gross-site lot(s)-area.

*** *Illustration remains unchanged.*

Sec. 5.3.5 Nonconforming Structures**(a) Changes and Modifications:**

Nothing in this Part shall be deemed to prevent normal maintenance and repair or structural repair, or moving of a non-complying structure pursuant to any applicable provisions of this Ordinance.

Any change or modification to a nonconforming structure, other than to full conformity under this Ordinance, shall only be allowed subject to the following:

1. – 3. As written.

When any portion of a nonconforming structure has been made conforming, it shall not be made nonconforming again except as provided for historic building features pursuant to Sec. 5.2.5(b)(4).

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A non-conforming residential structure may be enlarged up to the dimensional standards of the underlying zoning district, subject to review and approval by the DRB pursuant to Art. 3, Part 4 Design Review ~~and Art. 3, Part 5 Conditional Use Review~~. Adaptive reuse or residential conversion bonuses may allow a greater expansion than the underlying zoning district allows approved per the provisions of Article 4.

Sec. 5.4.8 Historic Buildings and Sites

The City seeks to preserve, maintain, and enhance those aspects of the city having historical, architectural, archaeological, and cultural merit. Specifically, these regulations seek to achieve the following goals:

- To preserve, maintain and enhance Burlington's historic character, scale, architectural integrity, and cultural resources;
- To foster the preservation of Burlington's historic and cultural resources as part of an attractive, vibrant, and livable community in which to live, work and visit;
- To promote a sense of community based on understanding the city's historic growth and development, and maintaining the city's sense of place by protecting its historic and cultural resources; and,
- To promote the adaptive re-use of historic buildings and sites.

(a) – (d) As written.

(e) Historic Building Rehabilitation Bonus:

In order to facilitate the rehabilitation and reuse of historic buildings in Residential and Institutional districts, development in excess of the limits set forth in Tables 4.4.4-1, 4.4.5-2 and 4.4.5-3 may be permitted by the DRB subject to all of the following conditions:

- i. The principal building shall be listed or eligible for listing in the United States Department of the Interior's National Register of Historic Places or the Vermont State Register of Historic Places;
- ii. The density limits of the underlying zoning district in Sec. 4.4.4(b) and 4.4.5(b) shall not apply. The extent of development shall instead be limited to an expansion up to a total of 125% of pre-application gross floor area of the qualifying principal building in (i) above;
- iii. The rehabilitation conforms to the requirements of Sec. 5.4.8 (b) above;
- iv. Neighborhood commercial uses may be permitted by the DRB subject to the applicable requirements of Sec. 4.4.5(d)(5)(A); and,
- v. Lot coverage shall not exceed the figure established in Table 5.4.8-1:

Table 5.4.8-1 Historic Building Rehabilitation Bonus

District	Maximum Coverage ¹
RL, RL-W, I	Expansion up to <u>the greater of 62% lot coverage or</u> a total of 125% of pre-application principal building coverage.
RM, RM-W	Expansion up to <u>the greater of 72% lot coverage or</u> a total of 125% of pre-application principal building coverage.

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* * * * *

* * * * *

RH	Expansion up to <u>the greater of 92% lot coverage or a total of 125% of pre-application principal building coverage.</u>
<u>1. The maximum lot coverages identified in this table are applied in Table 4.4.5-8 – Maximum Density, Lot Coverage and Building Heights with Bonuses</u>	

Sec 5.4.13 Emergency Shelters

Emergency shelters shall be subject to the site and design review standards in Art 6.

In addition to conditional use standards where applicable, proposals for all new emergency shelters shall comply with the following requirements:

(a) – (b) As written.

(c) Density within the neighborhood mixed use zones shall be limited to fifty (50) beds, and there is no density limit in the ~~downtown or downtown transition~~ FD5 and FD6 zones;

(d) – (f) As written.

Sec. 7.1.3 Exemptions

Repainting, refacing, repair, or change of lettering, logo, or colors using the same materials within an existing permitted Sign frame shall be exempt from the requirements of this Article and allowed without the requirement to obtain a new zoning permit.

The following types of Signs are permitted in all parts of the city, and shall also be exempt from the requirements of this Article and the necessity to obtain a permit:

(a-g) As written

(h) Historic Marker: A non-illuminated Wall Sign ~~two (2) square feet or less in size~~ sixteen square feet or less in size commemorating the historic significance of a building or site.

(i-j) As written

Sec 7.2.3 Band Sign

****Illustration to remain unchanged.*

Description

This Sign type consists of a single face, and is placed within a Sign Band that is architecturally integrated into the overall design of the building façade over a principal entrance and spanning across an individual storefront or the entire façade on a Primary Frontage.

Specifications

Quantity (max) 1 Band Sign per street-level storefront, except that where a Primary Frontage contains more than one architecturally distinguishable Sign Band, 1 Band Sign shall be permitted per Sign Band.

Width, Sign (max) As written.

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Height, Sign, (max)	As written.
Height, Overall (max)	As written.
Depth/Projection, lettering (max)	As written.
Area, Sign (max)	As written.
Miscellaneous	As written.

Sec. 7.2.13 Wall Sign

***Illustration to remain unchanged.

Description
This Sign type has a single face and is attached, painted, or otherwise mounted parallel to a building or structure wall on a Primary or Secondary Frontage or elevation where no street Frontage is available.

Specifications

Height (max)	No higher than the floor level of the second story.	284
Area (max)	2 sf per linear foot of street frontage, or elevation where no street frontage is available, associated with a first floor tenant. 10 sf for a second floor <u>or above</u> tenant with only a ground floor entryway. - In no case may the total area of all Wall Signs exceed the lesser of two hundred (200) square feet or fifteen (15%) per cent of the area of the façade or elevation to which they are attached. - A Wall Sign in any residential district shall not exceed 6-sf in area. - A Wall Sign in a RCO-R/G district shall not exceed 20-sf in area.	
Depth/Projection (max)	12-in max. from the facade	
Miscellaneous	As written.	301

9.1.8 Inclusionary Units, Rentals and Sales

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* * * * *

For covered projects in which units are offered for rent or sale, a base of fifteen percent (15%) of all of the dwelling units in the project, graduated as specified in Table 9.1.8-1, shall be designated as inclusionary units

This includes any covered project where units are offered for sale via the conveyance of a deed or share for individual units, including fee simple ownership, condominium ownership and cooperative ownership.

Table 9.1.8-1 Inclusionary Zoning Percentages

If the average sale and rental price of project units is affordable to a household earning:	The percentage of units which are subject to rent and sales prices as per Sec. 9.1.9 and are subject to marketing and continued affordability provisions (Sec. 9.1.10 5 and Sec. 9.1.11 6) shall be at least:
Less than 139% of AMI	15%
140%-179% of AMI	20%
Development in any Waterfront district (RM-W, RL-W, NAC-CR and FD5 west of Battery St) or 180% of AMI and above in any other district	25%
Off-campus student housing	15% of total beds

Sec.

9.1.12

Additional Density and Other Development Allowances

All covered projects shall be entitled to increases in the development allowances of the underlying zoning district in accordance with the provisions of this section.

(a) Any covered project shall be entitled by right to an increase in the maximum lot coverage density/intensity, and, where applicable, height allowed for the lot(s) on which the project is located when all required Inclusionary Units are constructed on the same lot, or lots subject to Article 11 Planned Development. Calculations for these entitlements shall be based on the following tables:

***Remainder of section as written.

Sec. 9.1.13 Off-Site and Payment in Lieu Options

In no event may a covered project which benefited from additional density or development allowances per Sec. 9.1.12 that has been constructed and occupied utilize the following options.

(a) – (b) As written.

Sec. 9.1.15 Marketing of Inclusionary Units

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* * * * *

Any applicant developing a covered project shall adhere to the following provisions with respect to the initial offering of inclusionary units for sale or rental:

(a) Trust Fund Notification

The developer shall notify the Housing Trust Fund Manager, as defined in Section 18-~~400-403~~ of the Burlington Code of Ordinances, of the prospective availability of any inclusionary units at the time that the building permit is issued for such units in a covered project;

(b) – (f) As written.

Sec. 10.1.5 Lot Line Adjustments

The intent of this section is to provide for an abbreviated review and approval process for the realignment of lot boundary lines between existing adjacent lots, including the merger of lots, where no additional lots are being created. In addition, a lot line adjustment shall include the addition and subtraction of vestigial alleys, as defined in Article 13, when being combined with an adjacent lot. A lot line adjustment shall not constitute a subdivision.

(a) Lot Line Adjustment Submission Requirements:

1-3. As written

4. ~~Two (2) copies~~ One digital or electronic copy of a lot line adjustment plat which shall include the following:

The plat shall be prepared by a Vermont licensed land surveyor and indicate all lots that are proposed to be modified as a result of the proposed lot line adjustment. The survey shall be sufficient to clearly indicate the area, metes, bounds, and ties of each of the affected lots.

The survey shall include all structures and site improvements and delineate all building/structure setbacks, lot coverage, parking spaces and any other details as may be specified by the Administrative Officer.

The following additional language shall be printed on the plat:

“Approval of this lot line adjustment plat does not constitute the creation of a separate parcel or lot. It adjusts the physical location of the common boundary of the adjoining parcels or lots. This lot line adjustment has been approved by:”

City of Burlington Administrative Officer/ Assistant Administrative Officer

Date: _____ Zoning Permit # _____

(b)-(c) As written.

Sec. 10.1.8 Preliminary Plat Review

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After sketch plan review if applicable, the applicant may submit an application for Preliminary Plat Review pursuant to requirements specified below and containing any additional information requested by the administrative officer after completion of the sketch plan review.

(a) Preliminary Plat Submission Requirements

An applicant requesting preliminary plat review shall submit the following to the administrative officer:

1-4. As written.

5. ~~Eight (8) copies~~One digital or electronic copy of a preliminary plat meeting the following specifications:

A. Sheet ~~size and scale:~~ The preliminary plat ~~shall be twenty-four (24) inches by thirty-six (36) inches outside dimension. The plat shall be clearly and legibly drawn to a scale of no larger than one-inch equals forty (40) feet. Larger sheet sizes will be allowed with approval of the administrative officer. A reduced, 11" X 17" copy as well as digital version in a format acceptable to the administrative officer shall also be submitted.~~

B. As written.

6. ~~Eight (8) copies~~One digital or electronic copy of a preliminary site plan meeting the following specifications:

A. Site plan, drawn to a scale of 1" =, 10, 20, 40 or 60 ft., of the subject property. ~~A reduced, 11" X 17" copy as well as digital version in a format acceptable to the administrative officer shall also be submitted;~~

B. As written.

(b) Completeness of Submission, Administrator's Action

Upon receipt of a complete application, including all supporting documents and payment of all applicable fees, the administrative officer shall have no more than thirty (30) days to refer the application to the DRB pursuant to the provisions of 24 VSA Sec 4448 and Art. 3, Sec. 3.2.5. In addition, the administrative officer shall date each copy and immediately distribute one copy to each of the following:

1. – 5. As written.

The administrative officer shall retain ~~the other two (2) copies~~a copy. The administrative officer shall also notify the school board and the city councilors serving the affected ward(s) of the pending development; its size, location, and general character.

(c) – (d) As written.

(e) Decision of the DRB on the preliminary plat:

Pursuant to Sec. 3.2.8, within forty-five (45) days from the close of the public hearing on the preliminary plat the DRB shall issue Findings of Fact regarding the proposed application's conformance with each of the review standards of (d) above. The DRB's decision may be to approve, approve with modifications, or disapprove the preliminary plat. Failure of the DRB to issue a decision within this period shall be deemed approval and shall be effective on the 46th day. Notation of the action taken by the DRB shall be ~~made on two (2) copies of the preliminary plat — one copy to be returned~~provided to the applicant and one copy retained for the records of the DRB.

Approval of the preliminary plat shall not constitute a final decision of the DRB on the proposed project or in any manner whatsoever constitute an approval of a final plat unless as specifically provided under Sec. 10.1.7 above. Such a decision shall indicate only conceptual approval of the proposed layout and serve as a guide to the preparation of the final plat.

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Disapproval of the preliminary plat shall constitute a final decision of the DRB on the proposed project and be subject to the provisions for appeal pursuant to Art. 12, or consideration of a revised preliminary plat as provided under (f) below. In the case of disapproval, the DRB shall include in the Findings of Fact the specific reasons for denial which shall accompany the ~~returned~~provided copy of the preliminary plat.

(f) –(g) As written.

Sec. 10.1.9 Final Plat Approval Process

During such time that an approved preliminary plat remains effective, the applicant may submit an application for approval of a final plat.

(a) Final Plat and Construction Detail Submission Requirements

The applicant may seek approval of a final plat by filing the following items with the administrative officer. All plat maps, including street and utility construction plans, shall also be provided in a digital computer format compatible with the city mapping and CAD systems as determined by the administrative officer.

1. – 2. As written.

3. ~~Ten (10) copies~~One digital or electronic copy of the final plat, as specified in subsection (6) below.

4. ~~One digital or electronic copy~~Ten (10) copies of the final site plan, as specified in subsection (7) below.

5. ~~One digital or electronic copy~~Ten (10) copies of construction detail drawings of the sewer, water and drainage systems, other underground utilities, surface improvements, street profiles and street cross-sections as specified in subsection (8) below.

6-9. As written.

(b) Completeness of Submission, Administrator's Action

Upon receipt of a complete application for review of a final plat, the administrative officer shall have no more than thirty (30) days to refer the application to the DRB pursuant to the provisions of 24 VSA 4448 and Art. 3, Sec. 3.2.5. In addition, the administrative officer shall date each copy of such drawings and distribute a copy to the city engineer and the director of each affected city department.

~~The final plat shall be made available~~Two (2) copies shall be reserved for use by private utilities ~~and two (2) copies~~ shall be retained by the administrative officer.

(c) – (e) As written.

Sec. 10.1.11 Recording of Final Plats

(a) As written.

(b) Recording within 180 days

The final plat, endorsement by the DRB and all associated documents, shall be recorded in the office of the chief administrative officer within 180 days of the DRB's approval of the final plat. Failure to file all such materials within 180 days of the decision shall render the final plat approval void. In the case of an appeal of the DRB's approval of the final plat, or where additional state or federal permits may be required, the filing deadline shall be within 180 days of the final action or adjudication.

Upon written request, the administrative officer may extend the date for filing the plat by an additional 90 days.

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* * * * *

* * * * *

The plat to be filed with the chief administrative officer shall comply with the requirements of 27 V.S.A. Chapter 17 and Section 10.1.9 (a)6 of this Article, and shall be drawn in black permanent inks on three (3) to five (5) mil stable-base polyester film (mylar) and 18 inches by 24 inches in dimension. After such filing or recording, the plat shall be part of the City of Burlington Official Map.

In addition to the final plat as recorded in the city land records:

1. One copy of the approved plat shall be filed with the building inspector before building permits for structures within the subdivision are made available;
2. One copy of the approved plat shall be filed with the city assessor; and,
3. A digital version of the approved plat shall be filed with the ~~department of planning & zoning~~ Department of Permitting & Inspections in a format acceptable to the administrative officer.

(c) As written.

Sec. 13.1.2 Definitions

For the purpose of this ordinance certain terms and words are herein defined as follows: Unless defined to the contrary in Section 4303 of the Vermont Planning and Development Act as amended, or defined otherwise in this section, definitions contained in the building code of the City of Burlington, Sections 8-2 and 13-1 of the Code of Ordinances, as amended, incorporating the currently adopted edition of the American Insurance Association's "National Building Code" and the National Fire Protection Association's "National Fire Code" shall prevail.

Additional definitions specifically pertaining to Art. 14 planBTV: Downtown Code can be found in Sec. 14.8, and shall take precedence without limitation over any duplicative or conflicting definitions of this Article.

Density Calculation: A calculation based on the lot size and the allowable units per acre or FAR as applicable in a given zoning district.

~~**Floor Area Ratio:** The ratio of above-ground gross floor area to gross site area or, a multiplier representative of the development limits of a site applied to the parcel/land size.~~

Sec. 14.3.6 CIVIC SPACES

(A)-(B) As written.

(C) **PARK**

INTENT As written.

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_____, Clerk.

Passed in City Council at meeting held

_____, 20____.

Attest,

_____, Clerk.

Approved _____, 20____.

_____, Mayor.

I, _____, City Clerk of the City of Burlington
and Clerk of the City Council of said City, do hereby certify that the within written Ordinance has
been duly published according to Law and the Charter of the City, and in compliance with said
Charter this certificate is hereto attached.

And the within Ordinance was ordered published for _____ day,

namely the _____ day of _____, 20____.

Adopted _____ Published _____ Effective _____

_____, City Clerk

Distribution

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

Attest:

* * * * *

* * * * *

SPECIFICATIONS As written.

TYPICAL FEATURES As written.

PARKING

~~On-site parking is not required unless facilities for structured recreation and community events such as recreation fields and courts, swimming pools, and community rooms are provided. No on-site parking is required.~~

(D)-(I) As written.

Sec. 14.4.13 URBAN DESIGN STANDARDS

While traditional architectural styles and forms are welcome, a diversity of traditional, neo-traditional, and modern architectural styles and forms are highly encouraged in order to both reflect and advance the evolution and diversity of Burlington's built environment. Regardless of the architectural style used, there remain a number of fundamental urban design standards that must be addressed in order to ensure the creation of a dynamic, engaging, and pedestrian-oriented streetscape.

The following urban design standards shall be applicable to all new construction and Substantial Modification of all Buildings in the Downtown and Waterfront District:

(a)-(c) As written.

(d) Building Materials

The following requirements regarding the selection and use of Building materials is intended to improve the physical quality and durability of buildings, enhance the pedestrian experience, and maintain the character of the downtown area.

i. –iv. As written.

vi. Alternate Materials: As written.

vii. Other: As written.

(e)-(i) As written.

SEC. 14.7.1 APPLYING FOR A ZONING PERMIT: SUBMISSION REQUIREMENTS AND REVIEW

(a)-(e) As written.

(f) Review and Approval of Civic Spaces and Civic Buildings

The creation of new Civic Spaces or Civic Buildings, or the Substantial Modification of an existing Civic Space or Civic Building, shall follow the process as defined below. Any other proposed alteration to an existing Civic Space or Civic Building shall be reviewed and approved by the Administrative Officer who shall ensure ongoing compliance with the intent and standards of this Chapter as applicable.

Because of their important civic nature and public use, the design and form of a new or Substantial Modified Civic Space or Civic Building shall be determined after:

ORIGINAL

AN ORDINANCE
IN RELATION TO

Introduced by

Councilor _____

Read in City Council first time

_____, 20_____.

Attest,

_____, Clerk.

Rules suspended, and ordinance placed in all stages of
passage.

_____, 20_____.

Attest,

_____, Clerk.

Read in City Council second time

_____, 20_____.

Attest,

_____, Clerk.

Passed in City Council at meeting held

_____, 20_____.

Attest,

_____, Clerk.

Approved _____, 20_____.

_____, Mayor.

I, _____, City Clerk of the City of Burlington
and Clerk of the City Council of said City, do hereby certify that the within written Ordinance has
been duly published according to Law and the Charter of the City, and in compliance with said
Charter this certificate is hereto attached.

And the within Ordinance was ordered published for _____ day,

namely the _____ day of _____, 20_____.

Adopted _____ Published _____ Effective _____
_____, City Clerk

Attest:

Distribution

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

* * * * *

* * * * *

- pre-application review and consultation with the departments of ~~Coty~~-City Planning, Permitting and Inspections, Community and Economic Development, and Parks, Recreation, Waterfront;
- a pre-application Neighborhood Public Meeting pursuant to Sec. 3.2.1 (d) of the BCDO;
- review and recommendation of the Design Advisory Board; and,
- final review and approval by the Development Review Board.

In its discretion to approve a new Civic Space or Civic Building, the Development Review Board, after a Public Hearing, shall consider and reach an affirmative finding on each of the following:

i. – iii. As written.

Sec. 14.7.2 NON-CONFORMITIES

In addition to that as specified in Article 5, Part 3 Non-Conformities of the *Burlington Comprehensive Development Ordinance*, any Building, Structure, Frontage, Development, Site, Improvement, or other appurtenance thereto which lawfully existed at the time of adoption of the applicable provisions of this Article or any amendment thereto may be continued subject to the following provisions:

a) As written.

b) Any Building, Structure, Frontage, Development, Site, Improvement, or other appurtenance thereto which legally existed on the effective date of this Article that does not conform to the requirements of this Article may continue until a Substantial Modification is requested or Abandonment-discontinuance occurs.

c) As written.

d) At such time when a Substantial Modification is requested or Abandonment-discontinuance occurs, only the affected portion(s) of the Building, Structure, Frontage, Development, Site, Improvement, or other appurtenance thereto shall be required to comply with all applicable provisions of this Article and to the greatest extent practicable in the determination of the Administrative Officer or unless relief is provided by the DRB pursuant to Sec. 14.7.3 below; and,

~~de~~) As written.

Sec 14.8 GLOSSARY

This Section provides definitions for certain terms found in this Article 14. Additional definitions are to be found in Article 13 of the BCDO.

The following terms, as used in this Article 14, shall have the following meanings:

Civic: the term defining public or quasi-public activities dedicated to arts, culture, education, recreation, government, places of worship, public assembly, and public transportation.

ORIGINAL

AN ORDINANCE
IN RELATION TO

Introduced by

Councilor _____

Read in City Council first time

_____, 20_____.

Attest,

_____, Clerk.

Rules suspended, and ordinance placed in all stages of
passage.

_____, 20_____.

Attest,

_____, Clerk.

Read in City Council second time

_____, 20_____.

Attest,

_____, Clerk.

Passed in City Council at meeting held

_____, 20_____.

Attest,

_____, Clerk.

Approved _____, 20_____.

_____, Mayor.

I, _____, City Clerk of the City of Burlington
and Clerk of the City Council of said City, do hereby certify that the within written Ordinance has
been duly published according to Law and the Charter of the City, and in compliance with said
Charter this certificate is hereto attached.

And the within Ordinance was ordered published for _____ day,
namely the _____ day of _____, 20_____.

Adopted _____ Published _____ Effective _____
_____, City Clerk

Attest:

Distribution

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

* * * * *

* * * * *

Appendix A-Use Table – All Zoning Districts

****For changes See attached Appendix A-Use Table—All Zoning Districts*

* Material stricken out deleted.

** Material underlined added.

Planning/KS/Ordinances 2023/ZA-24-01 Technical Changes

CDO Sections 3.1.2, 3.2.7, 3.5.2, 4.3.1, 4.4.1, 4.4.2, 4.4.5, 5.1.2, 5.2.5, 5.2.6, 5.2.7, Density Calculations; 5.3.5, 5.4.8, 5.4.13, 7.1.3, 7.2.3, 7.2.13, 9.1.8, 9.1.12, 9.1.13, 9.1.15, 10.1.5, 10.1.8, 10.1.9, 10.1.11, 13.1.2, 14.3.6, 14.4.13, 14.7.1, 14.7.2, 14.8, and Appendix A
12/14/23

Lori Olberg
Licensing & Records Coordinator

CITY OF BURLINGTON

ORDINANCE _____

Sponsor: Councilors Paul and
Traverse

Public Hearing Dates: _____

In the Year Two Thousand Twenty-Three

An Ordinance in Relation to

BURLINGTON CODE OF ORDINANCES-

Sections 21-45 – 21-49

Trespass

First reading: _____

Referred to: _____

Rules suspended and placed in all

Stages of passage: _____

Second reading: _____

Action: _____

Date: _____

Signed by Mayor: _____

Published: _____

Effective: _____

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

That Chapter 21, Offenses and Miscellaneous Provisions, Article I, In General, of the Code of Ordinances of the City of Burlington be and hereby is amended to read as follows:

ARTICLE I. In General

Secs. 21-1 – 21-44 As written.

Sec. 21-45 Unlawful trespass.

It shall be unlawful for a person who, without legal authority or the consent of the person in lawful possession, enters or remains on any land or in any place as to which notice against trespass is given by:

(a) Actual communication by the person in lawful possession or his agent or by a law enforcement officer, community service officer, community support liason, urban park rangers, parks patrol, or the city's contracted private security acting on behalf of such person or his agent; or

(b) Signs or placards so designed and situated as to give reasonable notice.

A violation of this section shall be a civil matter and enforced in accordance with the provisions of 24 V.S.A. section 1974a and section 1977 et seq. A civil penalty of not more than five hundred dollars (\$500.00) may be imposed for a violation of this section. The civil penalty may, at the discretion of the prosecuting official, be eliminated or reduced upon the successful completion of a restorative or reparative justice program through the community justice program. In lieu of further process and prosecution, persons ticketed for violations of this section may pay a waiver penalty under the schedule set out below:

Waiver Penalty:

First offense: The waiver penalty shall be two hundred fifty dollars (\$250.00).

Second offense, within a six-month period: The waiver penalty shall be three hundred dollars (\$300.00).

32 Third offense or more, within a twelve-month period: The waiver penalty shall be four hundred dollars
33 (\$400.00).

34
35 Each time that the violation occurs will constitute a separate violation of this section. Any law enforcement
36 officer, community service officer, community support liason, urban park rangers, parks patrol, or the city's
37 contracted private security can enforce this section.

38
39 **Sec. 21-45A Notice of trespass on city property.**

40
41 (a) Purpose. The purpose of this section is to enable a city official in charge of city property to issue a
42 notice of trespass and enforce that notice against an individual whose behavior is dangerous, illegal, or
43 unreasonably disruptive, while recognizing the rights of individuals to engage in constitutionally protected
44 activities on public or city-owned property.

45
46 (b) City official/officers authorized to issue notice of trespass. The city council hereby expressly delegates
47 its authority to issue a notice of trespass to any city official who is in charge, at the time of issuance, of the
48 city property for which the notice of trespass is issued and to any sworn officer, community service officer,
49 or community support liason of the Burlington police department or the City's urban park rangers, parks
50 patrol, or contracted private security in the exercise of their official duties (hereinafter "official/officer").

51
52 (c) Issuance of notice of trespass – Initial conference. If an individual violates any city ordinance, rule or
53 regulation, or State law, or within a public building fails to follow the lawful directive of a city official/~~or~~
54 ~~police~~-officer authorized under subsection (b) of this section, that official/officer may issue a notice of
55 trespass for a violation which was committed while on or within a city facility, building, or outdoor area,
56 including a municipal park, for the specific property where the violation occurred, excluding a right-of-way.
57 Prior to issuance of the notice of trespass, the issuing official/officer must ensure that the person to whom a
58 notice of trespass will be issued has been informed of the basis for the notice of trespass and has been given
59 an opportunity and reasonable amount of time to change or address the underlying conduct – that is, a verbal
60 warning must have been issued. No verbal warning is required if the reason for the trespass is an accusation
61 of serious harmful conduct such as arson, assault, harassment or a threat of such conduct. Notices of trespass
62 may be issued at the Fletcher Free Library as provided in Section 21-43.

63
64 (d) Service of notice – Content. In most cases, the notice of trespass must be hand-delivered to the person
65 to whom it is issued by an authorized city official/~~or a law enforcement~~-officer; however, if the
66 circumstances do not permit safe delivery of the notice in person, in the discretion of the authorized city
67 official/~~or law enforcement~~-officer, it may be mailed to the individual's legal address. The written notice of
68 trespass shall detail the basis for which the notice of trespass was issued, the length of time for which the
69 notice of trespass remains in effect, and the consequences for violating the terms of the notice of trespass; it
70 shall also advise the recipient of the right to contest the notice of trespass and the location at which to file the
71 appeal.

72
73 (e) Length of notice of trespass.

(1) Generally. For minor, first-time violations, such as having an open container of alcohol, the notice may be issued for up to one (1) day. For moderate violations, such as other nonviolent disorderly conduct, or for a second offense within thirty (30) days, the notice may be issued for up to thirty (30) days. For more serious violations or a third offense within sixty (60) days, the notice may be issued for up to one hundred eighty (180) days. Generally, it is expected that the length of time should reflect the severity or repetitiveness of the underlying conduct. Only for more serious offenses such as conduct that involves violence, harassment, or threats of physical harm to an individual may a notice be issued for over one hundred eighty (180) days, and in any event, a notice of trespass may not be issued for more than one (1) year.

(2) Fletcher Free Library. Due to the nature and character of the Fletcher Free Library, the following durations apply to violations made under the library ordinance. For a violation of Section 21-43(a)(1), a notice of trespass may be issued for up to one hundred eighty (180) days. For a violation of Section 21-43(a)(2), a notice of trespass may be issued for a period up to sixty (60) days. For a violation of Section 21-43(a)(3), a notice of trespass may be issued for a period of one (1) day.

(f) Appeal.

(1) Process. The recipient of a notice of trespass may appeal the notice of trespass by filing an appeal, in writing, within seven (7) calendar days of the issuance of the notice. The written appeal shall include the appellant's name, address, phone number, and indicate whether a hearing is requested. No fee shall be charged for filing the appeal. The appeal shall be filed at the location designated in the notice of trespass. Except for in exigent circumstances, any such appeal shall stay the operation of the notice of trespass beyond the day the appeal is filed, pending a hearing and/or written decision.

(2) Exigent circumstances. For purposes of this chapter, "exigent circumstances" means any situation in which the issuing city official/~~or~~ officer determines that a person presents an immediate and substantial threat or danger to the health, safety, or welfare of another person. In such circumstances, an appeal shall not stay the operation of the notice of trespass.

(3) Designated hearing panels. All appeals made under this chapter shall be heard by the public safety committee of the city council, which will make an annual report to the city council on the number of appeals.

(4) Procedure. When an appeal is filed, the designated hearing panel shall meet within ten (10) business days to consider the appeal. If no hearing is requested, the designated hearing panel may consider any written submissions as part of its decision. If a hearing is requested, the appellant must be provided at least three (3) business days' written notice of the date, time, and location of the hearing. The designated hearing panel shall allow oral and/or written testimony and evidence from the appellant and the issuing city official/~~or~~ officer. In reviewing the notice of trespass, the panel will utilize the preponderance of the evidence standard with the burden of proof on the charging official/officer or their representative. The designated hearing panel shall issue a written decision within ten (10) business days of the hearing. The designated hearing panel may extend the time period for hearing if the operation of the notice of trespass is stayed or if the appellant consents.

(5) Waiver requests. An individual who has received a notice of trespass may request a waiver from the issuing official/officer (or in the absence of that official/officer from another city official/officer authorized to issue the notice) in order to access the property for which the notice of trespass was issued for purpose of work, residence, access to government services, or the exercise of constitutionally protected activities. If that waiver is denied, an appeal may be made to the designated hearing panel. In addition, in the context of any appeal of a notice of trespass, the designated hearing panel shall also consider any waiver request from the individual appealing.

(g) Enforcement. Once a notice of trespass has been issued, unless the notice has been stayed by receipt of an appeal or the notice has been overturned by a decision on appeal, a violation of the notice may be enforced pursuant to Section 21-45 (a civil violation) or 13 V.S.A. § 3705 (a criminal violation). Unless the notice of trespass was issued for conduct involving violence, harassment, or threats of physical harm to an individual, enforcement pursuant to 13 V.S.A. § 3705 may only commence with issuance of a citation and a request to leave the premises; however, arrest is permissible for refusal to leave the premises within a reasonable period after issuance of the citation.

Sec. 21-46 Disorderly conduct.

It shall be unlawful for a person who, with the intent to cause public inconvenience, or annoyance or recklessly creating a risk thereof:

- (a) Engages in fighting or in violent, tumultuous or threatening behavior; or
- (b) Makes unreasonable noise; or
- (c) In a public place uses abusive or obscene language; or
- (d) Without lawful authority, disturbs any lawful assembly or meeting or persons; or
- (e) Obstructs vehicular or pedestrian traffic.

A violation of this section shall be a civil matter and enforced in accordance with the provisions of 24 V.S.A. section 1974a and section 1977 et seq. A civil penalty of not more than five hundred dollars (\$500.00) may be imposed for a violation of this section. The civil penalty may, at the discretion of the prosecuting official/officer, be eliminated or reduced upon the successful completion of a restorative or reparative justice program through the community justice program. In lieu of further process and prosecution, persons ticketed for violations of this section may pay a waiver penalty under the schedule set out below:

Waiver Penalty:

First offense: The waiver penalty shall be two hundred fifty dollars (\$250.00).

Second offense, within a six-month period: The waiver penalty shall be three hundred dollars (\$300.00).

Third offense or more, within a twelve-month period: The waiver penalty shall be four hundred dollars (\$400.00).

Each time that the violation occurs will constitute a separate violation of this section. Any ~~city official/law enforcement~~ officer can enforce this section.

Sec. 21-47 Unlawful mischief.

It shall be unlawful for a person who, having no right to do so or any reasonable ground to believe that he has such a right, intentionally does damage to property of any value not exceeding two hundred fifty dollars (\$250.00).

A violation of this section shall be a civil matter and enforced in accordance with the provisions of 24 V.S.A. section 1974a and section 1977 et seq. A civil penalty of not more than five hundred dollars (\$500.00) may be imposed for a violation of this section. The civil penalty may, at the discretion of the prosecuting official/~~officer~~, be eliminated or reduced upon the successful completion of a restorative or reparative justice program through the community justice program. In lieu of further process and prosecution, persons ticketed for violations of this section may pay a waiver penalty under the schedule set out below:

Waiver Penalty:

First offense: The waiver penalty shall be two hundred fifty dollars (\$250.00).

Second offense, within a six-month period: The waiver penalty shall be three hundred dollars (\$300.00).

Third offense or more, within a twelve-month period: The waiver penalty shall be four hundred dollars (\$400.00).

Each time that the violation occurs will constitute a separate violation of this section. Any ~~city official/law enforcement~~ officer can enforce this section.

Sec. 21-48 City Hall Park.

(a) Prohibited activities. Notwithstanding other rules and regulations, the following activities are prohibited at City Hall Park and may be ticketed under this section.

(1) Disorderly conduct as defined by Section 21-46; ~~Any person who, with the intent to cause public inconvenience, or annoyance or recklessly creating a risk thereof;~~

~~a. Engages in fighting or in violent, tumultuous or threatening behavior; or~~

~~b. Makes unreasonable noise; or~~

~~c. — In a public place uses abusive or obscene language; or~~

~~d. — Without lawful authority, disturbs any lawful assembly or meeting or persons; or~~

~~e. — Obstructs vehicular or pedestrian traffic.~~

(2) Unlawful mischief ~~as defined by Section 21-47; — Any person who, having no right to do so or any reasonable ground to believe that he has such a right, intentionally does damage to property, private or public.~~

(3) Graffiti and defacement of property as defined by Section 21-29;

(4) Possession of open or opened intoxicating liquor as defined in 23 V.S.A. § 1200(4), except as permitted pursuant to a valid liquor license and/or an outdoor consumption permit for properly organized and supervised activities or events held within the limits of City Hall Park.

(45) Possession of a regulated drug as defined in 18 V.S.A. § 4201(29).

(b) Enforcement.

(1) First offense. Any violation of any provision of subsection (a) above shall be deemed a civil offense and shall be punishable by a penalty of a minimum fine of two hundred dollars (\$200.00) to a maximum fine of five hundred dollars (\$500.00). The waiver penalty for purposes of the municipal complaint (civil ticket) shall be two hundred dollars (\$200.00). The recipient of a municipal complaint for violation of this section (first offense) shall not be permitted within the City Hall Park for the balance of the day on which the alleged offense occurred.

(2) Second offense. Any violation of any provision of subsection (a) above by an individual who has previously violated any provision of subsection (a) above shall be deemed a civil offense and shall be punishable by a penalty of a minimum fine of three hundred dollars (\$300.00) to maximum fine of five hundred dollars (\$500.00). In addition, the recipient of a municipal complaint for violation of this section (second offense) may be issued an order of no trespass prohibiting the recipient from entering the City Hall Park for a period of up to 90 days commencing immediately upon said issuance. The waiver penalty for purposes of the municipal complaint (civil ticket) second offense shall be three hundred dollars (\$300.00); payment of which shall also be deemed acceptance of the no trespass order. Both the fine and the no trespass order may, at the discretion of the prosecuting official/officer, be waived in whole or in part upon the successful completion of a restorative or reparative justice program through the community justice program.

(3) Third and subsequent offense. Any violation of any provision of subsection (a) above by an individual who has on two (2) or more occasions violated any provision of subsection (a) above shall be deemed a civil offense and shall be punishable by a penalty of from four hundred dollars (\$400.00) to five hundred dollars (\$500.00). In addition, the recipient of a municipal complaint for violation of this section (third and subsequent offense) may be issued an order of no trespass prohibiting the recipient from

entering the City Hall Park for a period of up to one (1) year commencing immediately upon said issuance. The waiver penalty for purposes of the municipal complaint (civil ticket) third or subsequent offense shall be four hundred dollars (\$400.00); payment of which shall also be deemed acceptance of the no trespass order. Both the fine and the no trespass order may, at the discretion of the prosecuting official/officer, be waived in whole or in part upon the successful completion of a restorative or reparative justice program through the community justice program.

Sec. 21-49 Church Street Marketplace District trespass authority.

(a) Purpose. The Burlington city council finds and declares that the following substantial government interests will be advanced by the ability to issue a no trespass order created by this section, based on conditions the police department and the Church Street Marketplace District commission have identified and confront in the Church Street Marketplace District on a regular basis:

- (1) The abatement or removal of nuisances determined to be against the public health, safety or welfare of citizens;
- (2) The protection of citizens from physical threats or injury and from damage to property;
- (3) The prevention of harassment and intimidation of any member of the public;
- (4) The prevention of violent crime;
- (5) The orderly control and safety of pedestrian, car and cart traffic on Church Street; and
- (6) The provision and maintenance of a safe, attractive environment in areas designed to attract tourist revenue.

(b) Findings. The substantial government interests identified in subsection (a) of this section are undermined by unlawful and inappropriate behavior in the Church Street Marketplace District. Such behaviors include, but are not limited to, disorderly conduct, unlawful mischief, the possession and consumption of intoxicating liquor, and the possession and use of regulated drugs.

Specifically:

- (1) Unlawful behavior within the Church Street Marketplace District diminishes this public asset and deprives citizens and visitors of its full use and enjoyment;
- (2) In addition to more serious criminal acts that threaten personal injury and property damage, a wide range of illegal disorderly behaviors can and often do transform the Church Street Marketplace District into an unwelcoming, unattractive and ultimately unsafe public space requiring increased expenditures for public safety and maintenance;

(3) Laws intended to preserve and protect public spaces like the Church Street Marketplace District for the benefit of all people are effective only if those present on the space obey the law. The current criminal and civil penalties for violating these types of laws are frequently inadequate to deter the illegal behavior, to prevent its recurrence, or to provide for the removal of offenders from the public space;

(4) Compliance with behavior laws within the Church Street Marketplace District will be enhanced by the immediate administrative sanction of removing offenders from the Church Street Marketplace District in addition to issuing tickets to them. For repeat offenders and for more serious offenses, exclusion for extended periods will further provide a necessary additional remedy to protect the public;

(5) The failure to comply with these and other laws creates a public nuisance.

(c) Prohibited activities. Notwithstanding other laws, ordinances, rules and regulations, the following activities are prohibited within the Church Street Marketplace District and may result in a no trespass order authorized under this section.

(1) Disorderly conduct as defined by Section 21-46;

(2) Unlawful mischief as defined by Section 21-47;

(3) Graffiti and defacement of property as defined by Section 21-29;

(4) Possession of open or opened intoxicating liquor as defined by 23 V.S.A. § 1200(4), except as permitted pursuant to a valid liquor license and/or an outdoor consumption permit for properly organized and supervised activities or events held within the limits of the Church Street Marketplace District;

(45) Possession of a regulated drug as defined in 18 V.S.A. § 4201(29).

(6) Offense of retail theft as defined by 23 V.S.A. §2575 from a business in the Church Street Marketplace District.

(d) Enforcement.

(1) First offense. Any person ticketed for a prohibited activity noted in subsection (c) of this section as a first offense may also be issued an order of no trespass, and will not be permitted within the Church Street Marketplace District for the balance of the day on which the alleged offense occurred.

(2) Second offense. Any person ticketed for a prohibited activity noted in subsection (c) of this section as a second offense may also be issued an order of no trespass prohibiting the recipient from entering the Church Street Marketplace District for a period of up to ninety (90) days, commencing immediately upon said issuance.

(3) Third and subsequent offense. Any person ticketed for a prohibited activity noted in subsection (c) of this section as a third or subsequent offense may also be issued an order of no trespass prohibiting the

recipient from entering the Church Street Marketplace District for a period of up to one (1) year commencing immediately upon said issuance.

(4) Hearing procedure and staying of order of no trespass.

a. Recipients of an order of no trespass issued pursuant to subsections (d)(2) and (3) of this section may appeal said order to a hearing panel designated by the Church Street Marketplace commission pursuant to the procedure detailed below. Any such appeal shall stay the order of no trespass pending the hearing and written decision of the hearing panel.

b. Any individual subject to the trespass provisions of subsection (d)(1), (2), or (3) of this section may request in writing that a hearing panel of the Church Street Marketplace commission hold a public hearing for the purpose of challenging the issuance of the order of no trespass and/or to request a waiver to access the Church Street Marketplace District for purpose of work, residence, access to government services, the exercise of constitutionally protected activities, and/or for any other good reason as determined by a hearing panel.

c. Recipients shall have thirty (30) days from the date of issuance of an order of no trespass to request a hearing. Requests shall be sent to the executive director of the marketplace commission at 2 Church Street, Suite 2A, Burlington, VT 05401-4457.

d. If a hearing is requested, the hearing shall be scheduled within ten (10) calendar days of receipt of the request, and a written notice of the hearing shall be sent to the recipient at least seven (7) calendar days prior to the hearing.

e. The hearing panel shall consist of three (3) people designated by the Church Street Marketplace commission or its designee, and be comprised of one (1) representative from the business community, one (1) representative from the social services community, and one (1) representative from the general public.

f. The hearing panel shall allow for oral and/or written testimony and evidence from the recipient of the order of no trespass, the issuing city official/~~police~~-officer, and any other witnesses requesting to be heard.

g. The hearing panel shall issue a written decision within ten (10) calendar days of the hearing.