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**DELIBERATIVE AGENDA**  
**LOCAL CONTROL COMMISSION**  
**CONTOIS AUDITORIUM, CITY HALL**  
**MONDAY, APRIL 29, 2013**  
**7:00 P.M.**

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1. AGENDA
2. CONSENT AGENDA
  - 2.01. 2013-2014 CABARET, RESTAURANT AND STORE LIQUOR LICENSE RENEWALS:  
see attached list  
\*waive the reading, accept the communication, place it on file and approve the 2013-2014 Cabaret, Restaurant and Store Liquor License Renewals with all standard conditions
  - 2.02. 2013-2014 OUTSIDE CONSUMPTION PERMIT RENEWALS: see attached list  
\*waive the reading, accept the communication, place it on file and approve the 2013-2014 Outside Consumption Permit Renewals
3. SECOND CLASS STORE LIQUOR LICENSE APPLICATION (2013-2014):  
  
Aso Inc., d/b/a Bento, 197 College Street
4. ADJOURNMENT

**ADJOURNED MEETING, CITY COUNCIL**  
**MONDAY, APRIL 29, 2013**

1. AGENDA
2. PUBLIC FORUM (Time Certain: 7:30 p.m. – 8:00 p.m. unless extended by the Council President per Council Rules)
3. CONSENT AGENDA
4. PUBLIC HEARING: MDP -13-01 – DRAFT planBTV – Downtown & Waterfront Master Plan
  - 4.01. COMMUNICATION: Burlington Planning Commission, re: MDP-13-01 – DRAFT planBTV – Downtown & Waterfront Master Plan
5. ORDINANCE: COMPREHENSIVE DEVELOPMENT ORDINANCE—  
Nonconforming Structures Demolition ZA 13-05 (Planning Department, Planning Commission)(1<sup>st</sup> reading)

*Members of the public may speak when recognized by the Chair, during the Public Forum (time certain: 7:30 p.m.) or during a Public Hearing. This agenda is available in alternative formats upon request. Persons with disabilities, who require assistance or special arrangements to participate in programs and activities of the Clerk/Treasurer's Office, are encouraged to contact us at 865-7000 (voice) or 865-7142 (TTY) at least 72 hours in advance so that proper arrangements can be made. This meeting will air live on the night of the meeting on Burlington Telecom, Channel 317. This meeting will also air on Channel 17 on May 1, 2013 at 8:00 p.m., repeating at 1 a.m., 7 a.m. and 1 p.m. the following day. For information on access, call Scott Schrader, Assistant CAO for Administration and Management (865-7140) or Lori Olberg, Licensing, Voting and Records Coordinator (865-7136) (TTY 865-7142).*

6. ORDINANCE: COMPREHENSIVE DEVELOPMENT ORDINANCE—  
50% Residential Limitation ZA 13-07 (Planning Department,  
Planning Commission)(1<sup>st</sup> reading)
7. ORDINANCE: COMPREHENSIVE DEVELOPMENT ORDINANCE—  
Residential Side/Rear Yard Setback Encroachments ZA 13-08  
(Planning Department, Planning Commission)(1<sup>st</sup> reading)
8. ORDINANCE: COMPREHENSIVE DEVELOPMENT ORDINANCE—  
Community Center ZA 13-09 (Planning Department, Planning  
Commission)(1<sup>st</sup> reading)
  - 8.01. COMMUNICATION: Appendix A-Use Table-All Zoning Districts
9. ORDINANCE: COMPREHENSIVE DEVELOPMENT ORDINANCE—  
Accessory Dwelling Units ZA 13-10 (Planning Department,  
Planning Commission)(1<sup>st</sup> reading)
10. RESOLUTION: Mandatory Wheeled Covered Recycling Toters (Councilors Tracy, Paul)
  - 10.01. COMMUNICATION: Mayor Miro Weinberger, re: Recycling Toters Resolution
11. COMMITTEE REPORTS (5 mins.)
12. COMMUNICATION: City Councilors, re: General City Affairs (oral)(10 mins.)
13. COMMUNICATION: Mayor Weinberger, re: General City Affairs (oral)(5 mins.)
14. ADJOURNMENT

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### **CONSENT AGENDA**

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### **ADJOURNED MEETING, CITY COUNCIL** **MONDAY, APRIL 29, 2013**

- 3.01. COMMUNICATION: Lori Olberg, Licensing, Voting & Records Coordinator, re:  
Accountability List  
\*waive the reading, accept the communication and place it on file
- 3.02. RESOLUTION: Acceptance of Bureau of Justice Assistance (BJA) 2012 Bulletproof  
Vest Partnership Grant for the Purchase of 10 Bulletproof Vests as  
Approved by BVP Purchasing Guidelines and Budget Amendment  
Authorizing the Purchase (Councilors Shannon, Bushor, Decelles,  
Knodell: Board of Finance)  
\*waive the reading and adopt the resolution
- 3.03. COMMUNICATION: Lise E. Veronneau, Business Administrator, Burlington Fire & Police  
Departments, re: 2012 Bulletproof Vest Partnership \$2,995 Grant  
\*waive the reading, accept the communication and place it on file
- 3.04. RESOLUTION: Authorization to Enter into License Agreement to Maintain Tables and  
Chairs on a Portion of The City's Right-of-way with Madera's  
Restaurante Mexicano & Cantina (Councilors Blais, Tracy: License  
Committee)  
\*waive the reading and adopt the resolution



3.05. COMMUNICATION: License Agreement for Tables and Chairs with Madera's Restaurante Mexicano & Cantina 2013-2014 Season

\*waive the reading, accept the communication and place it on file

3.06. RESOLUTION: Authorization to Enter into License Agreement to Maintain Tables and Chairs on a Portion of The City's Right-of-way with Manhattan Pizza & Pub (Councilors Blais, Tracy: License Committee)

\*waive the reading and adopt the resolution

3.07. COMMUNICATION: License Agreement for Tables and Chairs with Manhattan Pizza & Pub 2013-2014 Season

\*waive the reading, accept the communication and place it on file

3.08. RESOLUTION: Authorization to Enter into License Agreement to Erect and Maintain A Sign Extending over a Portion of The City's Right-of-way with Randolin Music (Councilors Blais, Tracy: License Committee)

\*waive the reading and adopt the resolution

3.09. COMMUNICATION: License Agreement for Sign with Randolin Music 2013-2014 Season

\*waive the reading, accept the communication and place it on file

3.10. RESOLUTION: Reclassification and Title Change of Three Site Coordinators to Recreation Specialists – Parks and Recreation (Councilors Shannon, Bushor, Decelles, Knodell: Board of Finance)

\*waive the reading and adopt the resolution

3.11. RESOLUTION: Department of Parks and Recreation FY 2013 Budget Amendment Requests Related to Waterfront Division Operations (Councilors Bushor, Decelles, Knodell: Board of Finance)

\*waive the reading and adopt the resolution

3.12. RESOLUTION: Authorization to Execute Contract for FY 2014 Street Reconstruction Program (Councilors Bushor, Decelles, Knodell: Board of Finance)

\*waive the reading and adopt the resolution

3.13. RESOLUTION: Approval of Amendment to Fire Department Budget for Vehicle and Equipment Maintenance to Replace Rescue Two Engine (Councilors Bushor, Decelles, Knodell: Board of Finance)

\*waive the reading and adopt the resolution

3.14. RESOLUTION: Department of Parks and Recreation FY 2013 Budget Amendment Requests Related to Greenbelt Maintenance (Councilors Bushor, Decelles, Knodell: Board of Finance)

\*waive the reading and adopt the resolution

3.15. RESOLUTION: City Council Annual Retreat – Authorize Contract for Facilitator (Councilor Shannon)

\*waive the reading and adopt the resolution

3.16. RESOLUTION: Approval of Public Works Department Budget to Increase Vehicle Maintenance Budget (Councilors Shannon, Bushor, Decelles, Knodell: Board of Finance)

\*waive the reading and adopt the resolution

3.17. RESOLUTION: Authorization to Accept State Grant Amendment Associated with Modification of U.S. Customs Facility and International Flights at Burlington International Airport (Councilors Shannon, Bushor, Decelles, Knodell: Board of Finance)

\*waive the reading and adopt the resolution

3.18. RESOLUTION: Authorization to Execute Lease for Verizon Wireless Cellular Tower at Burlington International Airport (Councilors Shannon, Bushor, Decelles, Knodell: Board of Finance)

\*waive the reading and adopt the resolution

3.19. COMMUNICATION: Building and Rooftop Agreement

\*waive the reading, accept the communication and place it on file

3.20. RESOLUTION: Approval of Assignment of Dollar Car Rental Agreement to Advantage Car Rental at the Burlington International Airport (Councilors Shannon, Bushor, Decelles, Knodell: Board of Finance)

\*waive the reading and adopt the resolution

3.21. COMMUNICATION: Lori Olberg, Licensing, Voting & Records Coordinator and Amy Bovee, Executive Secretary, re: Minutes, Adjourned Meeting, City Council, January 28, 2013, Draft

\*waive the reading, accept the communication, place it on file and adopt the minutes as received at the April 15, 2013 City Council Meeting

3.22. COMMUNICATION: Lori Olberg, Licensing, Voting & Records Coordinator and Amy Bovee, Executive Secretary, re: Minutes, Regular City Council Meeting, February 11, 2013, Draft

\*waive the reading, accept the communication, place it on file and adopt the minutes as received at the April 15, 2013 City Council Meeting

3.23. COMMUNICATION: Lori Olberg, Licensing, Voting & Records Coordinator and Amy Bovee, Executive Secretary, re: Minutes, Adjourned City Council Meeting, February 19, 2013, Draft

\*waive the reading, accept the communication, place it on file and adopt the minutes as received at the April 15, 2013 City Council Meeting

3.24. 2013-2014 INDOOR ENTERTAINMENT PERMIT AND TOBACCO LICENSE RENEWALS:

see attached list

\*waive the reading, accept the communication, place it on file and approve the 2013-2014 Indoor Entertainment Permit and Tobacco License Renewals

3.25. EXTENSION OF 2012-2013 INDOOR ENTERTAINMENT PERMIT: Finnigan's Pub

\*extend the 2012-2013 Indoor Entertainment Permit for Finnigan's Pub (no documentation)

3.26. COMMUNICATION: Amy Bovee, Executive Secretary, re: Board of Finance, Monday, March 18, 2013 Minutes

\*waive the reading, accept the communication and place it on file

3.27. COMMUNICATION: Amy Bovee, Executive Secretary, re: Board of Finance, Monday, April 15, 2013 Minutes

\*waive the reading, accept the communication and place it on file

3.28. COMMUNICATION: Eileen M. Blackwood, Esq., with the assistance of Eugene Bergman, Esq., Richard Haesler, Esq., Gregg Meyer, Esq., Kim Sturtevant, Esq., and Linda Blanchard to Mayor Miro Weinberger, re: Report on Current Implementation of City of Burlington's Livable Wage Ordinance  
\*waive the reading, accept the communication, place it on file and refer it to the Ordinance Committee

3.29. SPECIAL EVENT INDOOR ENTERTAINMENT PERMIT APPLICATION (one day only):

El Gato Cantina, 169 Church Street, Saturday, May 4<sup>th</sup>, 10 p.m. – 1 a.m., DJ Hector playing Salsa for the Cinco De Mayo celebration, dancing, amplified music  
\*waive the reading, accept the communication, place it on file and approve the one day only special event indoor entertainment permit application for El Gato Cantina

3.30. COMMUNICATION: Lori Olberg, Licensing, Voting & Records Coordinator & Amy Bovee, Executive Secretary, re: Draft Minutes, Regular, City Council, March 11, 2013  
\*waive the reading, accept the communication, place it on file and adopt the minutes at the May 6, 2013 City Council Meeting

3.31. COMMUNICATION: Lori Olberg, Licensing, Voting & Records Coordinator & Amy Bovee, Executive Secretary, re: Draft Minutes, Adjourned Meeting, City Council, March 18, 2013  
\*waive the reading, accept the communication, place it on file and adopt the minutes at the May 6, 2013 City Council Meeting

3.32. COMMUNICATION: Bruce Seifer & Julie A. Davis, re: Heartfelt Thanks  
\*waive the reading, accept the communication and place it on file

## **2013 – 2014 CABARET, RESTAURANT AND STORE LIQUOR LICENSE RENEWALS**

### **FIRST CLASS CABARETS:**

One-Half Lounge  
Rasputin's  
Ruben James  
Uva  
What Ales You

### **FIRST CLASS RESTAURANTS:**

Bamboo Hut  
Bove's  
Church and Main  
Daily Planet  
Mr. Mike's Pizza  
One Pepper Grill  
Radio Bean Coffeehouse

### **SECOND CLASS STORES:**

Dot's Market  
Kountry Kart Deli  
Pine Street Deli  
Radio Deli  
Uva

## **2013 – 2014 OUTSIDE CONSUMPTION PERMIT RENEWALS**

### **FIRST CLASS CABARET:**

One-Half Lounge

### **FIRST CLASS RESTAURANTS:**

Church and Main

Daily Planet

Radio Bean Coffeehouse

20 13FIRST/SECOND CLASS LIQUOR LICENSE AND TOBACCO APPLICATION  
LICENSE YEAR IS MAY 1<sup>ST</sup> THROUGH APRIL 30<sup>TH</sup> OF THE FOLLOWING YEAR

Aso INC.  
Print Full Name of Person, Partnership, Corporation, Club or LLC  
Bento  
Doing Business As - Trade Name  
197 College St.  
Street and street number of premises covered by this application  
Burlington VT 05401  
Town or City & Zip Code  
Not yet.  
Telephone Number  
Mailing Address (if different from above)  
Email address chrisrusso77@yahoo.com

\*recommended for approval @  
4/18/13 lc mtg  
all standard conditions  
Contingent upon Fire Marshal  
approval - Jo

Please circle appropriate categories

FIRST CLASS SECOND CLASS TOBACCO

Restaurant  
Hotel  
Cabaret  
Club  
Commercial Kitchen (a Liquor Control Commercial Caterer's License  
is needed with this license)

## FEES:

FIRST CLASS LICENSE - \$100.00 to DLC and \$100.00 to Town/CitySECOND CLASS LICENSE- \$50.00 to DLC and \$50.00 to Town/CityTOBACCO ONLY LICENSE- \$10.00 to Town/City only  
(there is no fee for tobacco if applying for second class)

TO THE CONTROL COMMISSIONERS OF THE TOWN/CITY OF Burlington, VERMONT  
Application is hereby made for a license to sell malt and vinous beverages under and in accordance with Title 7, Vermont Statutes  
Annotated, as amended, and certify that all statements, information and answers to questions herein contained are true; and in  
consideration of such license being granted do promise and agree to comply with all local and state laws; and to comply with all  
regulations made and promulgated by the Liquor Control Board. Upon hearing, the Liquor Control Board may, in its discretion,  
suspend or revoke such license whenever it may determine that the law or any regulations of the Liquor Control Board have been  
violated, or that any statement, information or answers herein contained are false.

MISREPRESENTATION OF A MATERIAL FACT ON ANY LICENSE APPLICATION SHALL BE GROUNDS FOR  
SUSPENSION OR REVOCATION OF THE LICENSE, AFTER NOTICE AND HEARING.

If this premise was previously licensed, please indicate name \_\_\_\_\_

I/we are applying as: (please circle one)

INDIVIDUAL LIMITED LIABILITY COMPANY  
PARTNERSHIP CORPORATION

Please fill in name and address of individual, partners, directors or members.  
LEGAL NAME STREET/CITY/STATE

Christopher J. Russo 37 Deatur St #4 Burlington, VT

Are all of the above citizens of the UNITED STATES? ☒ Yes ☐ No  
(Note: Resident Alien is not considered a U.S. Citizen)

If naturalized citizen, please complete the following:

Name Court where naturalized (City/State/Zip) Date

pd cash 4/5/13  
\$50.00 lo

**CORPORATE INFORMATION:**

If you have checked the box marked CORPORATION, please fill out this information for stockholders (attach sheet if necessary).

LEGAL NAME

STREET/CITY STATE

Date of incorporation \_\_\_\_\_ Is corporate charter now valid? \_\_\_\_\_

Corporate Federal Identification Number \_\_\_\_\_

Have you registered your corporation and/or trade name with the Town/City Clerk? \_\_\_\_\_ and/or Secretary of State? \_\_\_\_\_ (as required by VSA Title II § 1621, 1623 &amp; 1625).

**ALL APPLICANTS**HAVE ANY OF THE APPLICANTS EVER BEEN CONVICTED OR PLEA GUILTY TO ANY CRIMINAL OR MOTOR VEHICLE OFFENSE IN ANY COURT OF LAW (INCLUDING TRAFFIC TICKETS) AT ANY TIME?☐ YES☒ NO

If yes, please complete the following information: (attached sheet if necessary)

Name

Court/Traffic Bureau

Offense

Date

Do any of the applicants hold any elective or appointive state, county, city, village/town office in Vermont? (See VSA, T.7, Ch. 9, §223) YES ☒ NO ☐ If yes, please complete the following information:

Name

Office

Jurisdiction

Please give name, title and date attended of manager, director, partner or individual who has attended a Liquor Control Licensee Education Seminar, as required by Education Regulation No. 3:

NAME

Chris Russo

TITLE:

President

DATE:

12/2012(If you have not attended an Education Seminar prior to making application, please visit [www.liquorcontrol.vermont.gov](http://www.liquorcontrol.vermont.gov) and click on Seminar Schedule for a list of Seminars in your area)**FOR ALL APPLICANTS: DESCRIPTION /LOCATION OF PREMISES (Section 4)**Description of the premises to be licensed Retail store frontDoes applicant own the premises described? \_\_\_\_\_ If not owned, does applicant lease the premises? YESIf leased, name and address of lessor who holds title to property: Irene Hirsdale properties244 N. Winooski Ave Burlington, VT 05401Are you making this application for the benefit of any other party? NO**FIRST CLASS APPLICANTS ONLY:** No first class license may be issued without the following information

HEALTH LICENSE #: Food \_\_\_\_\_ Lodging \_\_\_\_\_ (if licensed as a Hotel)

VERMONT TAX DEPARTMENT: Meals &amp; Rooms Certificate/Business Account # \_\_\_\_\_

Business is devoted primarily to: (Circle one)

FOOD (restaurant) ENTERTAINMENT (cabaret) HOTEL CLUB COMMERCIAL CATERING

If you are considering Outside Consumption service on decks, porches, cabanas, etc. you must complete an Outside Consumption Permit. This form can be found on our website at [www.liquorcontrol.vermont.gov](http://www.liquorcontrol.vermont.gov) and then click on licensing and then applications.**CABARET APPLICANTS ONLY:**

Applicant hereby certifies that the sale of food shall be less in amount or volume than the sales of alcoholic beverages and the receipts from entertainment and dancing; if at any time this should not be the case, the applicant/licensee shall immediately notify the Department of Liquor Control of this fact.

Christopher G Russo

Signature of Individual, Partner, authorized agent of Corporation or LLC member

ALL APPLICANTS MUST COMPLETE AND SIGN BELOW

The applicant(s) understands and agrees that the Liquor Control Board may obtain criminal history record information from State and Federal repositories prior to acting on this application

I/We hereby certify, under pains and penalties of perjury, that I/We are in good standing with respect to or in full compliance with a plan approved by the Commissioner of Taxes to pay any and all taxes due the State of Vermont as of the date of this application. (VSA, Title 32, §3113)

In accordance with 21 VSA, §1378 (b) I/We certify, under pains and penalties of perjury, that I/We are in good standing with respect to or in full compliance with a plan to pay any and all contributions or payments in lieu of contributions due to the Department of Employment and Training

If applicant is applying as an individual I hereby certify that I/We are not under an obligation to pay child support or that I/We are in good standing with respect to child support or am in full compliance with a plan to pay any and all child support payable under a support order. (VSA, Title 15, §795)

Dated at \_\_\_\_\_ in the County of Chittenden and State of VT,  
this 5th day of April, 2013

Corporations/Clubs: Signature of Authorized Agent Individuals/Partners: (All partners must sign)

Christopher J. Russo  
Christopher J. Russo  
President  
(Title)

NOTICE: After local action, all new applications are investigated by the Enforcement and Licensing Division prior to approval/disapproval of the license by the Liquor Control Board. This process can take anywhere from two weeks to six weeks to complete once the application has reached Liquor Control.

TOWN/CITY APPROVAL/DISAPPROVAL

Upon being satisfied that the conditions precedent to the granting of this license as provided in Title 7 of the Vermont Statutes Annotated, as amended, have been fully met by the applicant, the commissioners will endorse their recommendation on the back of the applications and transmit both copies to the Liquor Control Board for suitable action thereon, before any license may be granted. For the information of the Liquor Control Board, all applications shall carry the signature of each individual commissioner registering either approval or disapproval. Lease or title must be recorded in town or city before issuance of license.

\_\_\_\_\_, Vermont, \_\_\_\_\_  
Town/City Date

APPROVED

DISAPPROVED

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved/Disapproved by Board of Control Commissioners of the City or Town (circle one) of \_\_\_\_\_

Total Membership \_\_\_\_\_ members present

Attest, \_\_\_\_\_  
City or Town Clerk

TOWN OR CITY CLERK SHALL MAIL ONE APPLICATION DIRECTLY TO THE DEPARTMENT OF LIQUOR CONTROL, 13 Green Mountain Drive, Montpelier, VT 05602. If application is disapproved, local control commissioners shall notify the applicant by letter.

No formal action taken by any agency or authority of any town board of selectmen or city board of aldermen on a first or second class application shall be considered binding except as taken or made at an open public meeting. VSA Title 1 §312

SECTION 511J AND 512I OF THE INTERNAL REVENUE CODE OF 1954 REQUIRE EVERY RETAIL DEALER IN ALCOHOLIC BEVERAGES TO FILE A FORM ANNUALLY AND PAY A SPECIAL TAX IN CONNECTION WITH SUCH SALES ACTIVITY. FOR FURTHER INFORMATION, CONTACT:

THE BUREAU OF ALCOHOL, TOBACCO & FIREARMS (TTB)  
DEPARTMENT OF THE TREASURY  
550 MAIN STREET, CINCINNATI, OH 45202

(513) 684-2979





## LIQUOR LICENSE

### NEW APPLICANT QUESTIONNAIRE

D/B/A (Business Name) Bento

Contact person Chris Russo Contact Phone 802-238-1754

1. Have you ever had a liquor license before? If yes, please explain.

yes At San Sai 112 Lake St.

2. Please describe your experience serving or selling alcohol?

I have been in the industry  
for 18 yrs +

3. Are you familiar with the laws relating to the sale of alcohol in Vermont? Have you completed the training required by DLC? Have your employees? If not, what is your plan for training?

yes

4. Have you had an opportunity to meet with an inspector from the Department of Liquor Control?

yes

5. How many employees will you have?

2-3

6. What is/will the square footage of the public space and what is/will be your occupancy load??

1000 S.F. / 44 proposed

7. What kind of precautions will you take to prevent underage sales?

~~Nothing~~  
Training staff properly  
and setting up my own  
string operations

Please note that your application will not go before the License Subcommittee until this application has been satisfactorily completed and returned to the Clerk's Office



OFFICE OF THE CLERK AND TREASURER  
149 CHURCH STREET  
BURLINGTON, VT 05401

802-865-7131 TTY 802-865-7142

Application Review  
Second Class Liquor License - Store

05/01/2013 - 04/30/2014

Jeff Harwood

TO: Kathy Dunn, Clerk/Treasurer's Office

FROM: Lori Olberg, Clerk/Treasurer's Office

DATE: Monday, April 15, 2013

COMPANY: Aso Inc.

DBA NAME: Bento

FORMERLY:

LOCATION: 197 College Street

PHONE: 238-1754

Please renew

Thanks

The above applicant has applied for a new/renewal license. Please complete the appropriate section below verifying the status of the applicant's taxes and return it to this office as soon as possible.

Property Taxes Overdue?

Yes

☐

No

☒

Initials

Property Taxes Delinquent?

Yes

☐

No

☒

Initials

AA

Gross Receipts Tax Overdue?

Yes

☐

No

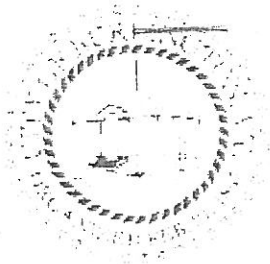
☒

Initials

Thank You,

Lori Olberg  
Clerk/Treasurer's Office  
City Hall

Date: Monday, April 15, 2013



OFFICE OF THE CLERK AND TREASURER  
149 CHURCH STREET  
BURLINGTON, VT 05401

802-865-7131 TTY 802-865-7142

Application Review  
Second Class Liquor License - Store

05/01/2013 - 04/30/2014

TO: Ken Lerner, Planning & Zoning Office  
FROM: Lori Olberg, Clerk/Treasurer's Office  
DATE: Monday, April 15, 2013  
COMPANY: Aso Inc.  
DBA NAME: Bento  
FORMERLY:  
LOCATION: 197 College Street  
PHONE: 238-1754

*Please review*

*Thanks L*

Please attach any pertinent information which the City Council License Committee may require.

Please indicate:

Approved?

Yes



No



Initials

*LO*

Date

*4/15/13*

Notes:

*Re: Zoning Permit 13-0764 CA. (Art gallery)*

Thank You,

Lori Olberg  
Clerk/Treasurer's Office  
City Hall

Date: Monday, April 15, 2013

## Burlington Planning Commission

149 Church Street  
Burlington, VT 05401  
Telephone: (802) 865-7188  
(802) 865-7195 (FAX)  
(802) 865-7144 (TTY)  
[www.burlingtonvt.gov/planning](http://www.burlingtonvt.gov/planning)

Yves Bradley, Chair  
Bruce Baker, Vice-Chair  
Lee Buffinton  
Andy Montroll  
Harris Roen  
Andrew Saba  
Jennifer Wallace-Brodeur  
Youth Member, Vacant



## PUBLIC HEARING NOTICE

### **MDP-13-01 - DRAFT planBTV – Downtown & Waterfront Master Plan**

The Burlington City Council will hold two public hearings on **Monday, April 29, 2013** and **Monday, May 6, 2013** to hear public comment on the ***Draft planBTV – Downtown & Waterfront Master Plan***. The hearings will begin at 7:00 p.m., in Contois Auditorium of Burlington City Hall at 149 Church Street, Burlington VT. In accordance with 24 VSA §4387, the City of Burlington intends to re-adopt its 2013 *Municipal Development Plan (MDP)* by adopting planBTV – Downtown and Waterfront Master Plan and integrating this document into the MDP, as well as updating the Land Use chapter of the MDP. This Public Hearings are being held pursuant to the requirements of 24 VSA §4384.

#### Statement of Purpose:

planBTV presents the City of Burlington's vision for the downtown and waterfront area of the City over the next decades. The plan refines the more general city-wide goals for sustainable development, established in the MDP, into focused, actionable, area-specific strategies for the central core and economic engine of our community. All City plans and programs which effect transportation and development, including the Zoning Ordinance, Subdivision Regulations, Impact Fees and Capital Improvement Plan, must be in conformance with the policies and directives found in the Municipal Development Plan. The geographic area affected is the downtown and waterfront area of the City of Burlington, Vermont.

Full text copies are available for public review at the following locations: Department of Planning & Zoning, and the Burlington City Clerk's Office both in Burlington City Hall.

COMPREHENSIVE DEVELOPMENT ORDINANCE—  
Nonconforming Structures Demolition  
ZA 13-05

That Appendix A, Comprehensive Development Ordinance, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Section 5.3.5, Nonconforming Structures, thereof to read as follows:

**Sec. 5.3.5 Nonconforming Structures**

(a) As written.

**(b) Demolition:**

Existing nonconforming structures that project into setbacks may be replaced by new structures with the same nonconformity so long as the new structure does not encroach further into the setback than the existing structure. This provision is limited to the existing nonconformity (i.e. setback). The new structure shall be subject to conformance with all other dimensional requirements (i.e. height, lot coverage, density and intensity of development). Zoning permit application for the replacement structure shall be completed within 1 year of demolition of the nonconforming structure.

In all other cases, a ~~A~~-nonconforming structure that has been demolished or moved shall not be re-built or relocated in any way other than in full conformance with the provisions of this ordinance. Structures or any portion thereof that are structurally unsound, and are required to be removed by order of the building inspector, may be replaced within the original footprint provided both the requirement to demolish the building is not the result of demolition by neglect and the replacement ~~does~~ shall not expand the degree of nonconformity.

\* Material stricken out deleted.

\*\* Material underlined added.

COMPREHENSIVE DEVELOPMENT ORDINANCE—  
50% Residential Limitation  
ZA 13-07

That Appendix A, Comprehensive Development Ordinance, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sections 4.4.1, Downtown Mixed Use Districts, thereof to read as follows:

**Sec. 4.4.1      Downtown Mixed Use Districts**

(a) - (c) As written.

**(d)      District Specific Regulations**

**1. Use Restrictions**

The following restrictions regarding the location and overall percentage of residential and nonresidential uses within the Downtown Mixed Use districts shall be as follows:

**A.      Ground Floor Residential Uses Restricted:** As written.

**B. ~~Residential/Nonresidential Mix Required:~~**

~~In order to maintain a balance between residential and nonresidential uses in the Downtown (D) and Downtown Waterfront (DW) districts, at least 50% of the gross floor area of any site being developed must be occupied by a non-residential use and no more than 50% of the gross floor area of any such development site may be occupied by a residential use. Historic~~

COMPREHENSIVE DEVELOPMENT ORDINANCE—  
50% Residential Limitation  
ZA 13-07

~~buildings originally designed and constructed for residential use shall be exempt from these use restrictions.~~

~~Additionally, no more than 75% of the gross floor area of any structure may be occupied by an office use in the Downtown Waterfront (DW) district.~~

Balance of Sec. 4.4.1 As written.

\* Material stricken out deleted.

\*\* Material underlined added.



COMPREHENSIVE DEVELOPMENT ORDINANCE—  
Residential Side/Rear Yard Setback Encroachments  
ZA 13-08

That Appendix A, Comprehensive Development Ordinance, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sections 5.3.5, Nonconforming Structures, 4.4.5, Residential Districts and 5.2.5, Setbacks, thereof to read as follows:

**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. Such a change or modification ~~should seek to~~ may reduce the degree of nonconformity and shall not increase ~~expand the degree of~~ nonconformity;

Within the residential districts, and subject to Development Review Board approval, existing nonconforming buildings that project into side and/or rear yard setbacks may be vertically expanded so long as the expansion does not encroach further into the setback than the existing structure. Such expansion shall be of the existing nonconformity (i.e. setback) and shall:

- i) Be subject to conformance with all other dimensional requirements (i.e. height, lot coverage, density and intensity of development);
- ii) Not have an undue adverse impact on adjoining properties or any public interest that would be protected by maintaining the existing setbacks; and,

COMPREHENSIVE DEVELOPMENT ORDINANCE—  
Residential Side/Rear Yard Setback Encroachments  
ZA 13-08

iii) Be compatible with the character and scale of surrounding structures.

Existing accessory buildings of 15 feet in height or less shall not exceed 15 feet tall as expanded.

Balance of 5.3.5 as written.

\*\*\*\*\*

#### Sec. 4.4.5 Residential Districts

(a) As written.

Map 4.4.5-1 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 <sup>1</sup>	Setbacks <sup>1, 3, 4, 5</sup>				Max. Height <sup>1</sup>
		Front <sup>2</sup>	Side <sup>3</sup>	Rear	Waterfront	
RL; WRL	35%	Min/Max: Ave. of 2 adjacent lots on both sides +/- 5-feet	Min: 10% of lot width, but in no event less than 5-feet <u>Or ave. of side yard setback of 2 adjacent lots on both sides</u> 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

Table 4.4.5-3: Residential District Dimensional Standards

Zoning District	Max. Lot Coverage <sup>1</sup>	Setbacks <sup>1, 3, 4, 5</sup>				Max. Height <sup>1</sup>
		Front <sup>2</sup>	Side <sup>3</sup>	Rear	Waterfront	
<b>RM</b>	40%	<b>Min/Max:</b> Ave of 2 adjacent lots on both sides +/- 5-feet	<b>Min:</b> 10% of lot width, but in no event less than 5-feet <u>Or ave. of side yard setback of 2 adjacent lots on both sides</u> <b>Max required:</b> 20-feet	<b>Min:</b> 25% of lot depth but in no event less than 20'  <b>Max required:</b> 75-feet	NA	35-feet
<b>WRM</b>	60%	<b>Min/Max:</b> Ave of 2 adjacent lots on both sides +/- 5-feet	<b>Min:</b> 10% of lot width, but in no event less than 5-feet <u>Or ave. of side yard setback of 2 adjacent lots on both sides</u> <b>Max required:</b> 20-feet	<b>Min:</b> 25% of lot depth but in no event less than 20'  <b>Max required:</b> 75-feet	<b>Min:</b> 75' feet from the ordinary high water mark of Lake Champlain and the Winooski River	35-feet  <i>(60-feet under Sec. 4.4.5(d)2A)</i>
<b>RH</b>	80%	<b>Min/Max:</b> Ave of 2 adjacent lots on both sides +/- 5-feet	<b>Min:</b> 10% of lot width, but in no event less than 5-feet <u>Or ave. of side yard setback of 2 adjacent lots on both sides</u> <b>Max required:</b> 20-feet	<b>Min:</b> 25% of lot depth but in no event less than 20'  <b>Max required:</b> 75-feet	NA	35-feet
<ol style="list-style-type: none"> <li>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.</li> <li>2. Average front yard setback of the principal structures on the 2 adjacent lots within the same block having the same street frontage. See Sec. 5.2.4.</li> <li>3. In no event shall the side yard setback be required to exceed 20-feet, or the rear-yard setback be required to exceed 75-feet.</li> <li>4. Additional setbacks from the lakeshore and other water features may be applicable per the requirements of the Sec 4.5.4 Riparian and Littoral Conservation Overlay Zone.</li> <li>5. <u>Average side yard setback (left or right – not both together) of the principal structures on the 2 adjacent lots within the same block having the same street frontage. See Sec. 5.2.5.</u></li> </ol>						

(c) and (d) As written.

\*\*\*\*\*

COMPREHENSIVE DEVELOPMENT ORDINANCE—  
Residential Side/Rear Yard Setback Encroachments  
ZA 13-08

### **Sec. 5.2.5 Setbacks**

Setbacks between buildings 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 and open spaces between them and to the street.

(a) Setbacks Required:

Unless otherwise authorized or specified under the district-specific provisions of Article 4, which shall be controlling over these provisions, a setback shall be provided between any proposed structures and/or site features, and the front, side and rear yard property lines as follows: (See Art. 13 for definitions of “setback” and “yard.”)

1. As written.
2. Side yard. The minimum side yard setback for any principal structure shall be as required under the provisions of Article 4. Where the side yard setback is expressed as a percent of lot width, such width shall be measured parallel to the lot frontage. Alternatively, where provided for under Article 4, the minimum side yard setback may be the average of the side yard setback (left or right – not both together) of principal structures in lawful existence as of the adoption of this ordinance on the two (2) neighboring lots on either side and within the same block having the same street frontage.
3. As written.

(b) Exceptions to Yard Setback Requirements:

The following projections into required yard setbacks may be permitted subject to the standards of Article 6 to ensure compatibility with neighboring properties:

1. – 6. As written.
7. Additional exceptions for nonconforming structures under Sec. 5.3.5.

\* Material stricken out deleted.

\*\* Material underlined added.

COMPREHENSIVE DEVELOPMENT ORDINANCE—  
Community Center  
ZA 13-09

That Appendix A, Comprehensive Development Ordinance, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Appendix A-Use Table-All Zoning Districts, thereof to read as follows:

**Appendix A-Use Table**

Change Community Center Use from a Conditional Use (CU), allowed only on the ground floor level of structures in the district, to Permitted (Y) in RH Zoning District subject to permitted hours of operation of 5:30 a.m. to 11:00 p.m.

See attached Use Table excerpt for changes.

Balance of Appendix A-Use Table – All Zoning Districts As written.

\* Material stricken out deleted.

\*\* Material underlined added.

Appendix A-Use Table – All Zoning Districts

	Urban Reserve	Recreation, Conservation & Open Space			Institutional	Residential			Downtown Mixed Use					Neighborhood Mixed Use			Enterprise	
USES	UR	RCO - A	RCO - RG	RCO - C	I	RL/W	RM/W	RH	D	DW	DW-PT <sup>16</sup>	DT	BST	NMU	NAC	NAC-RC	E-AE	E-LM
NON-RESIDENTIAL USES	UR <sup>21</sup>	RCO - A	RCO - RG	RCO - C	I	RL/W	RM	RH	D	DW	DW-PT <sup>16</sup>	DT	BST	NMU	NAC	NAC-RC	E-AE	E-LM
Community Center	N	N	CU	N	CU	CU <sup>13</sup>	CU <sup>13</sup>	<del>CU</del> <sup>8</sup> <u>Y</u> <sup>13</sup>	Y	Y	N	Y	Y	Y	Y	Y	N	CU

1. Residential uses are not permitted except only as an accessory use to an agricultural use.
2. Duplexes may be constructed, or a single unit may be converted into a duplex, on lots existing as of January 1, 2007 and which meet the minimum lot size of 10,000 square feet.
3. Duplexes shall only be allowed as a result of a conversion of an existing single family home. New duplexes are prohibited.
4. No more than 5 rooms permitted to be let in any district where bed and breakfast is a conditional use. No more than 3 rooms permitted to be let in the RL district.
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. Allowed only on the ground floor level of structures in the district.
9. Automobile sales not permitted as an accessory use.
10. Exterior storage and display not permitted.
11. All repairs must be contained within an enclosed structure.
12. No fuel pumps shall be allowed.
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. Cafes not permitted as an accessory use. Retail sales and tasting are permitted as an accessory use.
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.

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
D	Downtown
DW	Downtown Waterfront
DT	Downtown Transition
BST	Battery Street Transition
NMU	Neighborhood Mixed Use
NAC	Neighborhood Activity Center
NAC-RC	NAC – Riverside Corridor
E-AE	Enterprise – Agricultural Processing and Energy
E-LM	Enterprise – Light Manufacturing

\* Material ~~stricken out~~ to be deleted.

\* Material underlined added.

COMPREHENSIVE DEVELOPMENT ORDINANCE—  
Accessory Dwelling Units  
ZA 13-10

That Appendix A, Comprehensive Development Ordinance, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Section 5.4.5, Accessory Dwelling Units, thereof to read as follows:

**Sec. 5.4.5 Accessory Dwelling Units**

**(a) Accessory Units, General Standards/Permitted Uses:**

Where there is a primary structure on a lot which exists as an owner-occupied single family residence, one accessory dwelling unit, that is located within or appurtenant to such single family dwelling, shall be allowed as a permitted use if the provisions of this subsection are met. An accessory dwelling unit means efficiency or one bedroom apartment that is clearly subordinate to the primary dwelling, and has facilities and provisions for independent living, including sleeping, food preparation, and sanitation. No accessory unit shall be inhabited by more than 2 adult occupants. An accessory unit shall not be counted as a dwelling unit for the purposes of density calculation.

Additionally, there must be compliance with all the following:

1. The property has sufficient wastewater capacity as certified by the department of public works;
2. The unit does not ~~exceed 30 percent of~~ consist of more than 30 percent of the total habitable floor ~~the total gross floor area of the dwelling with the apartment of the primary dwelling, minus square footage associated with storage or utility spaces and similar un-insulated or un-inhabitable areas;~~
3. Applicable setback and coverage requirements are met; ~~and,~~

COMPREHENSIVE DEVELOPMENT ORDINANCE—  
Accessory Dwelling Units  
ZA 13-10

4. ~~Two~~ One additional parking spaces which may be legally allocated to the accessory unit must be ~~in existence and~~ provided for the accessory unit; and,
5. A deed or instrument for the property shall be entered into the land records within 90 days of approval containing a reference to the permit granting the accessory unit. Such reference shall identify the permit number and note that the property is subject to the permit and its terms and conditions including owner occupancy.

**(b) Conditional Use Approval for Accessory Units:**

If any of the following are also proposed, conditional use approval, as well as development review provisions of **Article 6** shall be required:

1. A new accessory structure;
2. An increase in the height or habitable floor area of the existing dwelling;
3. ~~An increase in the dimensions of any parking area;~~
4. ~~A parking waiver is requested. If a parking waiver is requested, not more than one of the two required parking spaces for the accessory unit may be waived by the DRB for any of the following reasons:~~
  - A. ~~Where one occupant of the accessory unit is disabled as defined in 33 V.S.A. §1991(b) or is at least 65 years of age, and the accessory unit is 750 sq. ft. or less; and/or,~~
  - B. ~~Under waiver provisions of **Sec. 8.1.15**.~~

**(c) Additional Conditions of Waiver:**

If a waiver is granted, the applicant shall also comply with the following:

1. ~~A deed or instrument for the property shall be entered into the land records within 90 days of approval containing a reference to the permit granting the accessory unit and the parking waiver. Such reference shall identify the permit number and note that the property is subject to the permit and its terms and conditions; and,~~



COMPREHENSIVE DEVELOPMENT ORDINANCE—  
Accessory Dwelling Units  
ZA 13-10

- ~~2. The lease for the accessory apartment contains a clause stating that no vehicle parking is provided for or allowed on-site except in an approved parking space and that violation of that condition of the lease shall be grounds for eviction.~~

**(d) Loss of Waiver:**

~~Any parking waiver granted is automatically void where there has been a change in the underlying facts that supported the waiver and the reference shall be removed from the land records. When there has been such a change in circumstances, the standards of the ordinance without waiver provisions are applicable and a reapplication is required.~~

**(ec) Discontinuance of Accessory Units:** As written.

- \* Material stricken out deleted.
- \*\* Material underlined added.

MANDATORY WHEELED COVERED  
RECYCLING TOTERS

In the year Two Thousand Thirteen.....

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

That WHEREAS, there are neighborhoods in the city with the visible nuisance of windblown litter from poorly organized recyclable materials; and

WHEREAS, the common theme in these neighborhoods is multiple rental units needing greater capacity for recycling than the standard 15 gallon uncovered recycle bins; and

WHEREAS, the Department of Public Works is charged with the collection and organization of the recycling program; and

WHEREAS, the Code Enforcement Office is responsible for enforcement of the Minimum Housing requirements in Chapter 18 of the Burlington Code of Ordinances; and

WHEREAS, both the Department of Public Works and the Code Enforcement Office believe that requiring owners of rental properties (other than single family or duplexes) in the City to provide wheeled covered recycling toters of a minimum of 65 gallons (hereinafter “toters”) for every three units (or portion thereof) will greatly reduce the level of windblown litter associated with these properties (properties already containing a dumpster with lid would be exempt); and

WHEREAS, the logistics of such a requirement should be reviewed prior to the drafting and passage of an ordinance, including but not limited to compliance deadlines based upon the number of units, the number of anticipated toters available and the penalties of non-compliance;

NOW, THEREFORE, BE IT RESOLVED that the City Council requests the Department of Public Works and the Code Enforcement Office to work with appropriate City staff and as appropriate, Chittenden Solid Waste District, to develop proposed regulatory changes to implement a mandatory recycling toters initiative in the City and convene one or more public meetings and/or hearings to allow input from interested stakeholders and report back to the City Council with a proposed Ordinance change by its July 15, 2013 meeting.



## Office of Mayor Miro Weinberger

### MEMORANDUM

**To:** City Councilors  
**From:** Mayor Miro Weinberger  
**Date:** April 25, 2013  
**Re:** Recycling Toters Resolution

---

While we are fortunate in Burlington to run a robust and effective recycling program that keeps recyclable commodities out of our landfills, we have significant challenges with keeping our recyclables in the blue, 15-gallon recycle bins while they are awaiting pickup. Too often the open recycling bins and high winds combine to result in litter on our City streets, particularly in the higher density parts of town.

At my request, Bill Ward, Director of Code Enforcement, and Steve Goodkind, Director of the Department of Public Works, created the attached memorandum that succinctly sets forth the problem, challenges, and recommendations and provides a firm foundation for creating a mandatory recycling toters initiative.

Earlier this week, I facilitated a meeting with a number of Burlington landlords and directors Ward and Goodkind during which we had a productive conversation about the logistics of creating and implementing such an initiative.

The resolution, co-sponsored by Councilors Max Tracy and Karen Paul, for your consideration on Monday night's City Council meeting agenda, begins the City's process of taking on the challenge of keeping our streets clean from recycling day debris. The resolution asks our Code Enforcement and Public Works departments to work with City staff and the Chittenden Solid Waste District to develop an initiative, formulated with public input, that makes wheeled, covered recycling toters (either 65 or 95 gallons) mandatory for rental properties with three or more units throughout the City.

I respectfully urge you to carefully consider and pass Councilor Tracy's resolution and look forward to working with our City team to craft an impactful initiative for your consideration.

Thank you.



**CODE ENFORCEMENT OFFICE &  
BURLINGTON  
DEPARTMENT OF PUBLIC WORKS**

645A Pine St, PO Box 849  
Burlington, VT 05402-0849  
**VOICE (802) 863-0442**

To: Mayor Weinberger  
From: Bill Ward and Steve Goodkind  
Date: 2-8-13  
Subject: Recycling toter recommendation

**Problem statement**

There are many neighborhoods that have regular disorder visible in the form of windblown litter from poorly organized recyclable materials. The Residential High Density Zoning district has the highest level of recycling disorder followed by the area immediately surrounding that district. The common theme in these neighborhoods is multiple rental units needing greater capacity for recycling than the standard 15 gallon uncovered recycle bins. The result is often a chaotic pile of materials placed in and around the uncovered bins. Even without poor weather conditions to cause the materials to scatter, the general appearance of these areas is not clean and sanitary as the Burlington City ordinance Section 18-111 requires.



**Challenges or questions for expanding recycling toter use**

The City of Burlington has approximately 200 toters in stock. Additional toters will be required and may not all be for sale at the reduced rate. We estimate that 4-5000 toters may be needed to meet this requirement. If we want to take advantage of a CSDW subsidy, we may have to spread our purchase out over several years.

The logistics of purchasing, storing and assembling the toters will require staff and storage space beyond our current capabilities. Toters come in four parts, requiring work to assemble the lid and wheels on each unit and then to handle the sales transaction. It will not be possible to handle large scale sales in a short period of time.

Information available in alternative media forms for people with disabilities.  
For disability access information call (802) 863-0450 TTY.  
An Equal Opportunity Employer



Some haulers may be willing to provide recycling totes for their customers. This would reduce the number of totes the City would have to deal with.

It may be possible to partner with CSWD to use their drop off center on Pine Street as a location to store totes and to sell them directly to Burlington residents.

### **Recommendation**

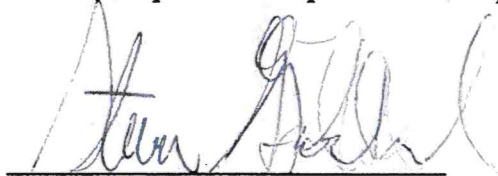
The Department of Public Works is charged with the collection and organization of the recycling program in Burlington. The Code Enforcement office is responsible for enforcement of the Minimum Housing requirements in chapter 18 of Burlington City Ordinances. The two departments believe that requiring owners of rental properties (other than single family) in the city to provide wheeled covered recycling totes of a minimum of 65 Gallons of capacity for every three units (or portion thereof) will greatly reduce the level of disorder associated with these properties. The benefits of covered totes include greater tenant satisfaction, less litter in neighborhoods and ease of use for City Recycling crews.

We recommend the City Council seek public input and hold committee hearings on our recommendation that all rental units with 3 or more units be required to purchase or contract to have large covered recycling totes based on the following schedule:

<b><u>Number of Units</u></b>	<b><u>Deadline to comply*</u></b>	<b><u>Number of properties/Aprox. # of totes required**</u></b>
10 or more units	By July 1, 2013	95/285
6 or More units	By September 1, 2013	214/642
3 or More units	By July 1, 2014	623/1246

\*dates are shown for discussion purposes only

\*\* Properties that provide a dumpster for recycling would be exempt



Steve Goodkind  
Director of Public Works



Bill Ward  
Director of Code Enforcement

	<b>04/25/13 Accountability List</b>		
<b>Prepared by: Lori Olberg, Licensing, Voting &amp; Records Coordinator</b>			
<b>Meeting Date</b>	<b>Type of Document</b>	<b>Action Requested</b>	<b>Return to Council</b>
1/9/2012	Resolution: Creation of a Financial Literacy Web Page	progress report to the Council by the Interim CAO	2/13/2012
2/13/2012	Resolution: Ongoing and Future Relationship Between the City of Burlington and the University of Vermont	report due back to the Council by the Community Development and Neighborhood Revitalization Committee	3/26/2012
7/16/2012	Resolution: Appointment of Airport Strategic Planning Committee	progress report and a final report and recommendations due back to the City Council	10/29/12; on or before 1/7/13
8/13/2012	Resolution: Strategic Plan Re Fiscal Health of the City	Board of Finance and the C/T Office will work to produce a strategic plan and present said plan to the Council in a worksession	1/7/13; 1/28/13
8/13/2012	Resolution: Landlord Accountability	report due back to CD & NR Committee from the Code Enforcement Office	not-specified
11/26/2012	Resolution: Moving Urban Agriculture Issues Forward	Board of Health to report back to the Council; Planning Commission to report back to the Council	by 04/15/13; by 04/29/13
1/7/2013	Resolution: Charter Change to Prohibit Assault Weapons and High Capacity Clips	Public Safety Committee to convene a series of public hearings and work together with the BSD, BPD, Howard Services and the State Attorney's Office and other relevant organizations to make our schools and City as safe as can be	not-specified
1/28/2013	Resolution: Changes to the Composition of the Ward Redistricting Committee	report on timeline for the redistricting process	4/15/2013
3/11/2013	Resolution: Commission and Board Appointment Process	report due back from the Charter Change Committee to the Council	first meeting in November 2013
3/11/2013	Resolution: Survey to Determine if Commissions and Boards are Functioning Optimally	report due back from the Charter Change Committee to the Council	first meeting in November 2013
3/18/2013	Communication: Burlington Committee on Accessibility Strategy and Plan	future action to be taken	not-specified
4/15/2013	Resolution: Proposed Amendments to Appendix B Rules and Regulations of The City Council	postpone action for now	post City Council Retreat

ACCEPTANCE OF BUREAU OF JUSTICE ASSISTANCE (BJA)  
2012 BULLETPROOF VEST PARTNERSHIP GRANT FOR THE  
PURCHASE OF 10 BULLETPROOF VESTS AS APPROVED BY  
BVP PURCHASING GUIDELINES AND BUDGET AMENDMENT  
AUTHORIZING THE PURCHASE

In the year Two Thousand Thirteen.....

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

That WHEREAS, the Burlington Police Department currently receives Federal funds for the purchase of this safety equipment; and

WHEREAS, the Bulletproof Vest Partnership Grant program stipulates that matching funds will be provided to match the award; and

WHEREAS, the Department's current budget includes the revenue and expenditure for its match in its Specialized Equipment account; and

WHEREAS, the Department has been awarded a Bureau of Justice Assistance award in the amount of \$2,995 through the 2012 Bulletproof Vest Partnership; and

WHEREAS, the Department made a presentation to the Finance Board on April 15, 2013 and received its approval to move this matter to the full City Council for its approval;

NOW, THEREFORE, BE IT RESOLVED that Michael Schirling, Police Chief of the Burlington Police Department, or his designee, hereby is authorized to apply for reimbursement in the amount of the grant; and

BE IT FURTHER RESOLVED that the FY 2013 budget be and hereby is amended as proposed by the Mayor at the April 15, 2013 Board of Finance meeting for the purpose of adding \$2,995 to both the Department Revenue and Expenditure accounts to account for the receipt of this grant:

INCREASE:

<u>Expense</u>	<b>101-17-050.6211</b> (Specialized Equipment)	\$2,995
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INCREASE:

<u>Revenue</u>	<b>101-17-050.4875_123</b> (Grant Federal – Operating Equipment)	\$2,995
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## BURLINGTON POLICE DEPARTMENT

1 North Avenue  
Burlington, Vermont 05401

Michael E. Schirling  
Chief of Police

Phone (802) 658-2704  
Fax (802) 865-7579  
TTY/TDD (802) 658-2700

TO: Members of the Burlington Board of Finance and City Council

FROM: Lise E. Veronneau, Business Administrator  
**BURLINGTON FIRE & POLICE DEPARTMENTS** 

DATE: March 13, 2013

RE: 2012 Bulletproof Vest Partnership \$2,995 Grant

This is a request to accept the Bulletproof Vest Partnership Grant to support the Burlington Police Department in providing bulletproof vests to its law enforcement officers.

The Bureau of Justice Assistance (BJA) has awarded Burlington Police Department \$2,995 through the 2012 Bulletproof Vest Partnership.

These federal funds will be reimbursed to the Burlington Police Department for the purchase of bulletproof vests.

INCREASE:		
<u>Expense</u>	<b>101-17-050.6211</b> (Specialized Equipment)	\$2,995

INCREASE:		
<u>Revenue</u>	<b>101-17-050.4875_123</b> (Grant Federal – Operating Equipment)	\$2,995

The Vest Grants are awarded with the stipulation that matching funds will be provided to match the award. The Police Department will allocate \$ 2,995 in matching funds from its General Fund Operating Budget for the purchase of these vests.

The deadline to use the FY 2012 award funds is August 31, 2014.

A complete packet including the grant award and cover page is available to the Board of Finance and City Council.

CC: Michael E. Schirling, Chief of Police



AUTHORIZATION TO ENTER INTO LICENSE AGREEMENT  
TO MAINTAIN TABLES AND CHAIRS ON A  
PORTION OF THE CITY'S RIGHT-OF-WAY WITH  
MADERA'S RESTAURANTE MEXICANO & CANTINA

In the year Two Thousand Thirteen.....

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

That WHEREAS, ROQUE'S VERMONT CORPORATION d/b/a MADERA'S RESTAURANTE  
MEXICANO & CANTINA of Burlington, Vermont (hereinafter MADERA'S) is an establishment doing  
business in a commercial building located at 3 Main Street, Suite #130 in the City of Burlington,  
Vermont; and

WHEREAS, MADERA'S desires to place 6 tables and 22 chairs in the public right-of-way  
adjacent to its establishment at 3 Main Street, Suite #130; and

WHEREAS, MADERA'S wishes to enter into a License Agreement with the City for such tables  
and chairs; and

WHEREAS, the placement of the respective tables and chairs has been reviewed and approved by  
the Department of Public Works with conditions to address public safety concerns; and

WHEREAS, the Charter of the City of Burlington, Sec. 48XLIX and the Code of Ordinances Sec.  
27-32 require authorization by the City Council for such use of a public thoroughfare for periods in excess  
of thirty (30) days;

NOW, THEREFORE, BE IT RESOLVED that this City Council hereby authorizes MADERA'S  
to place 6 tables and 22 chairs covering an area of 213 sq. ft. on a portion of the public right-of-way  
adjacent to its establishment at 3 Main Street, Suite #130 as indicated in and pursuant to its License  
Agreement upon entering into the License Agreement in substantially the form attached hereto; and

BE IT FURTHER RESOLVED that Mayor Miro Weinberger be and hereby is authorized to  
execute a License Agreement, in substantially the form attached, on behalf of the City of Burlington for a  
term commencing on the date of execution of the License Agreement and terminating on April 30, 2014.

**LICENSE AGREEMENT FOR TABLES AND CHAIRS**  
**WITH MADERA'S RESTAURANTE MEXICANO & CANTINA**  
**2013-2014 SEASON**

This LICENSE AGREEMENT is made by and between the City of Burlington, a municipal corporation organized and validly existing under the laws of the State of Vermont (hereinafter CITY) and ROQUE'S VERMONT CORPORATION d/b/a MADERA'S RESTAURANTE MEXICANO & CANTINA, a commercial establishment located at 3 Main Street, Suite #130, Burlington, Vermont (hereinafter MADERA'S or LICENSEE).

WHEREAS, the CITY owns property, including the street and sidewalk right-of-way adjacent to 3 Main Street, Suite #130; and

WHEREAS, MADERA'S stated on its application (attached hereto as Exhibit A) that it wishes to place 6 tables and 22 chairs on the sidewalk area in front of the building at 3 Main Street, #130; and

WHEREAS, MADERA'S has stated in its permit application that there will be chain fencing surrounding the tables and chairs and they will cover a 213 sq. ft. area; and

WHEREAS, this application was reviewed and approved by the Department of Public Works attached hereto as Exhibit B; and

WHEREAS, such use of a public thoroughfare for periods in excess of 30 days requires approval of the City Council under Charter Sec. 48XLIX and Burlington Code of Ordinances Chap. 27, Sec. 27-32;

WITNESSETH:

The CITY and MADERA'S enter into the following License Agreement:

1. TERM

The CITY grants to MADERA'S (hereinafter LICENSEE) a license to place 6 tables and 22 chairs covering an area of 213 sq. ft. on the public right-of-way at 3 Main Street, #130

for a term commencing as of the date of execution of this Agreement and terminating on April 30, 2014 or sooner as provided herein.

2. LOCATION

LICENSEE may use and maintain tables and chairs on the public right-of-way (hereinafter referred to as the premises) for the consumption of food and beverage. Licensee must ensure that the sidewalk area is kept clear and at all times there is a 5 ft. right-of-way for pedestrian traffic. The tables and chairs are to be placed as approved by the Department of Public Works. A copy of the approved plan is attached hereto as Exhibit C.

3. MAINTENANCE

- a. LICENSEE shall maintain the tables and chairs in proper condition.
- b. LICENSEE shall be responsible for the maintenance and upkeep of the tables and chairs and any damage to the tables and chairs is solely the responsibility of LICENSEE. Should LICENSEE fail to maintain the tables and chairs, this License Agreement is revocable on notice by the CITY to LICENSEE of a violation of this section; however LICENSEE shall have 14 days to cure any problem if it notifies the CITY in writing within three (3) days of its intent to cure the violation.
- c. The tables and chairs shall be placed in accordance with all conditions set by the Department of Public Works and shall not impede the CITY'S ability to maintain the road, sidewalk, parking meters or greenbelt.
- d. The tables and chairs shall not cause an obstruction or inconvenience to members of the public using the sidewalk, parking meters or street.

e. LICENSEE shall pick up and sweep debris created by its use of the public right-of-way.

4. LICENSE FEE

There shall be a fee for this license equal to the encumbrance application fee and the square foot use fee. This fee shall be payable immediately to the Burlington City Clerk's Office. **Failure to pay the annual fee shall result in the immediate revocation of the license.**

5. REVOCATION

This License Agreement is immediately revocable should LICENSEE discontinue use of the tables and chairs. In any event, this Agreement is revocable by the CITY within 30 days upon sending written notice to LICENSEE. Upon revocation, LICENSEE must remove at its own expense the tables and chairs and other materials or obstructions placed on the property. If LICENSEE refuses to promptly remove such obstructions, they may be removed by the CITY and LICENSEE shall be liable for all expenses of such removal.

6. INSURANCE

a. LICENSEE shall maintain in effect throughout the term of this Agreement comprehensive public liability insurance with an A rated insurance carrier, or better, qualified to transact business in the State of Vermont, insuring against all legal liability for injuries or damages suffered as a result of the exercise of rights granted pursuant to this Agreement in an amount not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. The CITY shall be named as an additional insured on such insurance policy.

b. Prior to execution of this Agreement, LICENSEE shall furnish the CITY with a certificate of insurance and endorsement which shall include the provision that the CITY is named as an additional insured and shall be given 15 days written notification prior to cancellation of such insurance for nonpayment of premium and 45 days notice for any other reason. The certificate shall be attached to this Agreement as Exhibit D and the endorsement shall be attached as Exhibit E.

c. It is the responsibility of LICENSEE to ensure that a current certificate of insurance is on file with the CITY at all times. **Failure to furnish a current certificate of insurance will result in immediate revocation of this license.**

7. INDEMNIFICATION

LICENSEE agrees to indemnify, defend and hold the CITY harmless and free from liability arising out of LICENSEE'S use of the CITY'S right-of-way, and LICENSEE agrees to make no claim against the CITY or any of its officers, employees, agents or representatives for any loss or damage caused by the CITY'S use or maintenance of its right-of-way.

8. PERMITS

LICENSEE shall be responsible for obtaining all necessary CITY and/or State permits including zoning permits, prior to placement of the tables and chairs.

9. NUISANCES PROHIBITED

LICENSEE shall not, during the term hereof, on or in the premises maintain, commit, or permit the maintenance or commission of any nuisance or violation of any applicable City of Burlington ordinance, State or Federal statute, or controlling bylaw, regulation, or condition imposed whether existing at the time of commencement of this Agreement or enacted,

amended, or otherwise put into effect during the term of this Agreement.

10. ASSIGNMENT OF RIGHTS

LICENSEE shall not sell or assign its rights pursuant to this Agreement or permit the use of the premises or any part thereof by any other entity without the express prior written consent of the CITY. Any unauthorized action in violation of this provision shall be void, and shall terminate LICENSEE'S rights pursuant to this Agreement.

11. LIMITATION OF RIGHTS

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

12. This License Agreement supersedes all other License Agreements executed for this location.

DATED at Burlington, Vermont this \_\_\_\_\_ day of \_\_\_\_\_,

2014.

CITY OF BURLINGTON

By: \_\_\_\_\_  
Miro Weinberger, Mayor  
Duly Authorized

\_\_\_\_\_  
Witness

ROQUE'S VERMONT CORPORATION  
d/b/a MADERA'S RESTAURANTE  
MEXICANO & CANTINA

By: \_\_\_\_\_  
Duly Authorized

\_\_\_\_\_  
Witness

lb/c: GM 2013/License Agree for Encumbrance – MADERA'S, 180 Battery St. Suite #130 (Tables & Chairs) 2013  
4/2/13





# MMG INSURANCE COMPANY

44 Maysville Road  
Presque Isle, Maine 04769

## SPECIAL BUSINESS OWNERS POLICY

Policy No.	BP10995415	DECLARATIONS	Policy Type
Policy Period (ANNUAL)	6/09/2012 To 6/09/2013	9-Pay Bill	AMENDED EFFECTIVE
	12:01 A.M. Eastern Standard Time		3/04/2013

Named Insured 0537974  
ROQUES VERMONT CORP  
DBA AND AS PER IL T8 00  
180 BATTERY ST STE 130  
BURLINGTON VT 05401-5212

Agent 636 44 802-658-4600  
SMITH BELL & THOMPSON INC  
40 MAIN STREET SUITE 500  
PO BOX 730  
BURLINGTON VT 05402-0730

## SCHEDULE OF ENDORSEMENT ADDITIONAL INFORMATION

BP0448 (07-02) Additional Insured - Designated Person or Organization  
Name of Person or Organization:  
CITY OF BURLINGTON  
49 CHURCH ST BURLINGTON, VT 05401



b. We may, without the insured's consent, continue litigation after a judgment has been rendered with respect to the insured's legal liability under this policy for damages in particular instance. In that event, no limitation of our liability will be valid where the matter of that litigation is concerned.

c. Under Coverage Forms to which this endorsement applies any legal action against us to recover for loss under this policy must be brought within one year after amount of loss is finally established. The amount of loss can be established only by:

- (1) Judicial judgment; or
- (2) An agreement between the parties involved with our written consent.

d. In the event of the insured's bankruptcy or insolvency, an injured person or claimant who has obtained a judgment against the insured may bring suit against us, provided:

- (1) The judgment was for damages covered by this policy; and
- (2) The suit is for damages in amounts no greater than the applicable Limits of Insurance of this policy.

e. Payment by the insured of any judicial judgment or claim for any of our liability under this policy will not deprive the insured of the right to bring action against us.

Written notice of cancellation, including the reason for cancellation, will be mailed or delivered to the first Named Insured at the first Named Insured's last mailing address known to us.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

**2. Paragraph C. Concealment, Misrepresentation Or Fraud is replaced by the following:**

**C. Concealment, Misrepresentation Or Fraud**

We will not pay for any loss or damage in any case of:

1. Concealment or misrepresentation of a material fact; or
2. Fraud;

committed by you at any time and relating to coverage under this policy.

**3. The following paragraphs are added:**

**M. When We Do Not Renew**

1. We may elect not to renew this policy by mailing, by certified mail, or delivering written notice of nonrenewal to the first Named Insured's last mailing address known to us. We will mail or deliver this notice at least 45 days before the:

- a. Expiration of the policy; or
- b. Anniversary date of this policy if this policy has been written for a term of more than one year.

**2. This provision does not apply:**

- a. If we have indicated a willingness to renew;
- b. In case of nonpayment of premium;
- c. If you do not pay any advance premium required by us for renewal; or
- d. If any property covered in this policy is insured under any other insurance policy.

**N. Renewal**

**1. If we:**

- a. Elect to renew this policy; and
- b. Have the necessary information to issue a renewal policy,

we will confirm in writing at least 45 days before it expires our intention to renew this policy; and the premium at which this policy will be renewed.

**2. If we do not comply with the provisions of Paragraph 1., you will have renewal coverage. The renewal coverage will be at the rates:**

- a. In effect under the expiring or expired policy; or
- b. In effect on the expiration date, that have been approved by the Commissioner,

whichever are lower.

This renewal coverage will be on a pro rata basis and will continue for 45 days after we confirm renewal coverage and premium. If you accept this renewal policy, this Paragraph 2. does not apply.

**C. The following paragraph is added to the Businessowners Coverage Form:**

**1. Statutory Liability**

- a. In addition to paying and satisfying judicial judgments rendered against the insured in consequence of claims to which this policy applies, we will protect the insured against the levy of executions issued on such judgments or claims against the insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **VERMONT CHANGES**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM**

#### **A. Section I – Property is amended as follows:**

1. The following is added to Paragraph E.4. **Legal Action Against Us Property Loss Condition**:

However, your right to bring legal action against us is not conditioned upon your compliance with the provisions of the Appraisal Property Loss Condition, if any.

2. The following is added to Paragraph E.6. **Loss Payment Property Loss Condition** and replaces any provision to the contrary:

We will pay for covered loss or damage within 10 working days after we reach agreement with you on the amount of loss, provided all other terms of the Loss Payment Property Loss Condition are satisfied.

#### **B. Section III – Common Policy Conditions is amended as follows:**

1. Paragraph A. **Cancellation** is replaced by the following:

##### **A. Cancellation**

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. Cancellation of Policies in Effect for Less than 60 Days.

If this policy has been in effect for less than 60 days and this policy is not a renewal of a policy we issued, we may cancel this policy by:

- a. Giving the first Named Insured at least 15 days' notice prior to the cancellation date for nonpayment of premium or substantial increase in hazard; or
- b. Mailing or delivering the first Named Insured at least 45 days' notice prior to the cancellation date for any other reason.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

3. Cancellation of Policies in Effect For 60 Days or More

If this policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- a. Nonpayment of premium;
- b. Fraud or material misrepresentation affecting this policy or in the presentation of claims under this policy;
- c. Violation of any provisions of this policy; or
- d. Substantial increase in hazard, provided we have secured approval for the cancellation from the commissioner of insurance.

If we cancel this policy for one of the reasons specified in paragraph 3., we will cancel only in the following manner:

- a. By giving at least 15 days' notice before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. By mailing or delivering at least 45 days' notice before the effective date of cancellation if we cancel for any other reason.



ROQUVER-01

DUBEAA

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

4/8/2013

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

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

<b>PRODUCER</b> Smith, Bell & Thompson, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (877) 945-7378 <b>FAX (A/C, No):</b> (888) 467-2378	
<b>INSURED</b>  Roque's Vermont Corp. 180 Battery Street Suite 130 Burlington, VT 05401	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> MMG Insurance Company	<b>NAIC #</b> 15997
	<b>INSURER B:</b> Security National Insurance Company	<b>33120</b>
	<b>INSURER C:</b> Liberty Surplus Insurance Corporation	<b>10725</b>
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> GENERAL LIABILITY		BP10995415	6/9/2012	6/9/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b>					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (PER ACCIDENT) \$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
<b>B</b>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y <input type="checkbox"/> N	SWC1010889	6/9/2012	6/9/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
<b>C</b>	Liquor Liability		LLL2163120312	6/15/2012	6/15/2013	1,000,000

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

THIS CERTIFICATE VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 3/4/2013

Re: Tables and Chairs on Patio in front of 180 Battery Street

CITY ATTORNEY'S OFFICE

APR - 8 2013

**CERTIFICATE HOLDER****CANCELLATION**

RECEIVED

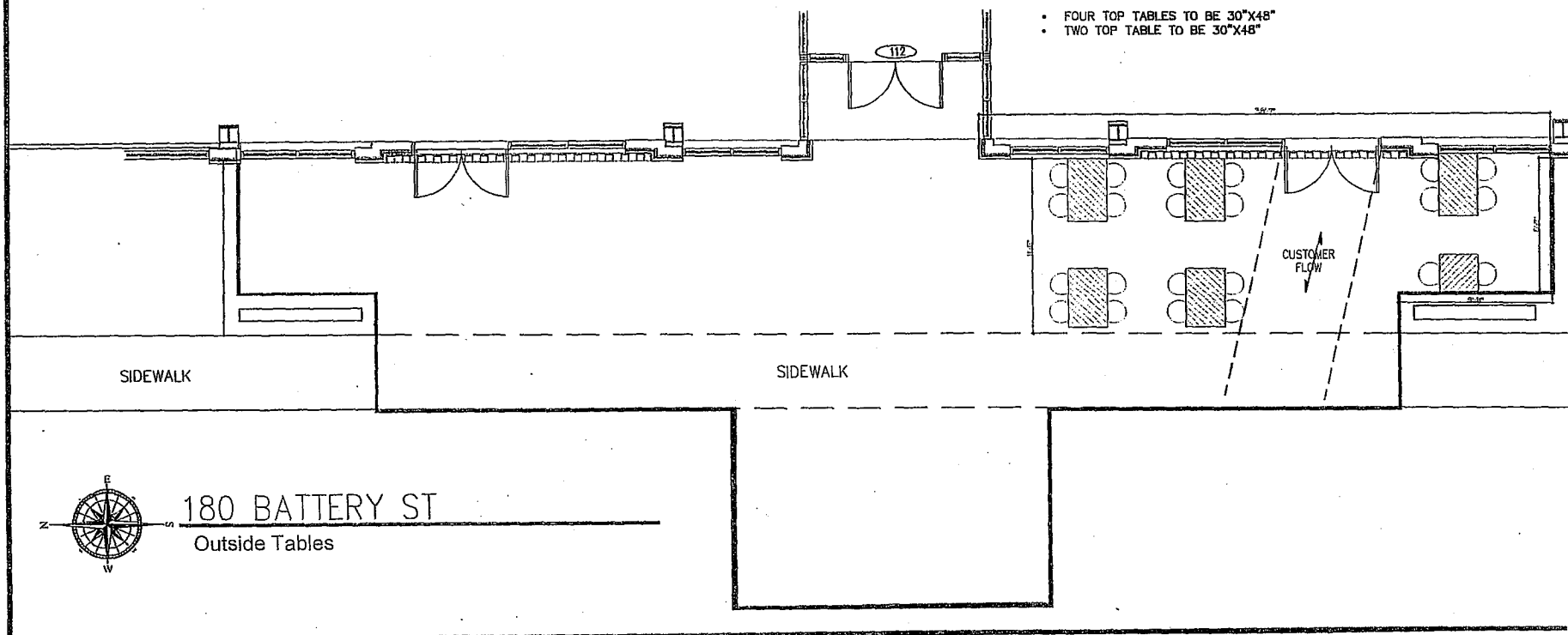
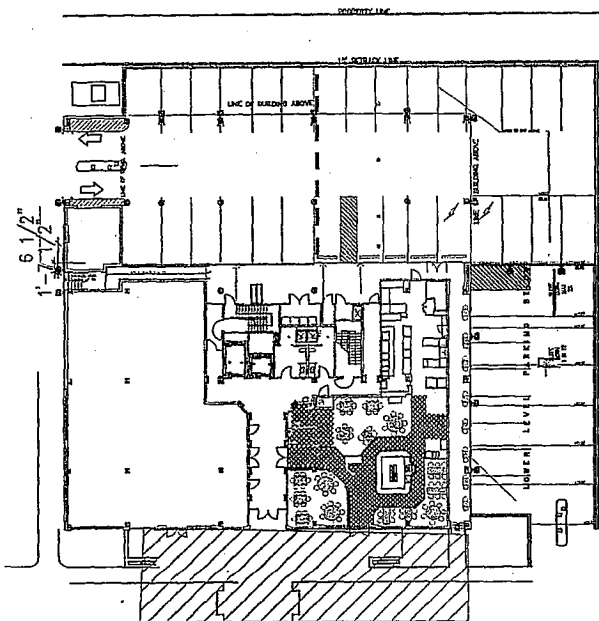
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

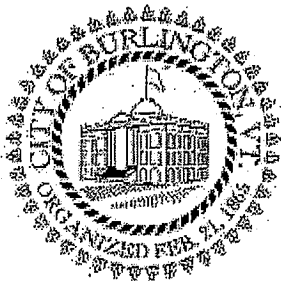
City of Burlington  
Clerk/Treasurer's Office  
Encumbrance Application Dept.  
149 Church St.  
Burlington, VT 05401

AUTHORIZED REPRESENTATIVE

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① AREA VIEW





OFFICE OF THE CLERK AND TREASURER  
149 CHURCH STREET  
BURLINGTON, VT 05401  
Voice (802)865-7000  
FAX (802)865-7014  
TTY (802)865-7142  
Amy Bovee (802)865-7019  
Ron Gore (802)865-7562

### Encumbrance DPW Approval Form

Effective 05/01/2013 - 04/30/2014

ATTENTION: RON GORE, BURLINGTON DEPARTMENT OF PUBLIC WORKS

DBA NAME: Madera's Restaurante Mexicano and

DATE: Monday, March 11, 2013

COMPANY: ROQUE'S VERMONT CORP.

PHONE: 802-657-3377/JIM CELL (318-6689)

LOCATION: 3 MAIN ST, SUITE #100

FAX:

MAILING ADDRESS: JEANETTE/JAMES WOOD  
3 MAIN ST SUITE #100  
BURLINGTON, VT 05401

#### RACKS / RAMPS / STAIRS / TABLES / CHAIRS ETC

1. Racks, ramps, sidewalks encumbrances should be located on private property, if possible. In the opinion of the City Building Inspector, is there an available alternative location for the ramp on private property? Yes ☐ No ☒

2. Will there be sufficient width for plows and pedestrian access if racks, ramp, sidewalk, tables & chairs encumbrances are added on the sidewalk? Yes ☒ No ☐

3. Additional Comments: TABLES / CHAIRS WITHIN CHAINED AREA

4. A 213 square foot placement of FRONT PATIO ON WALKWAY. 6 TABLES WITH CHAIN FENCING ENCLOSURE POST TO POST TO GIVE DINING BOUNDARIES. at 3 MAIN ST, SUITE

#### DEPARTMENT OF PUBLIC WORKS

Approved? Yes ☒

No ☐

Explain:

PEDESTRIAN ROW TO REMAIN OPEN

Signature

Ron Gore

Date:

03/26/13

Exhibit B



CITY ATTORNEY'S OFFICE

APR - 3 2013

RECEIVED

OFFICE OF THE CLERK AND TREASURER

149 CHURCH STREET

BURLINGTON, VT 05401

Voice (802)865-7000

FAX (802)865-7014

TTY (802)865-7142

Amy Bovee (802)865-7019

Ron Gore (802)865-7562

## Encumbrance Application / Renewal

DBA NAME: Maderas DATE: \_\_\_\_\_  
CONTACT NAME: Jim or Jeanette Wood PHONE: \_\_\_\_\_  
MAILING ADDRESS: 180 Battery St #130 FAX: \_\_\_\_\_  
Burlington VT 05401 EMAIL: \_\_\_\_\_  
3 Main St. Suite 130

DBA NAME: Maderas Restaurante Mexicano e CantinaCOMPANY: Roque's VT CorpLOCATION OF ENCUMBRANCE: 180 Battery Street #130

Permission is requested to allow/continue the encumbrance in the following area and manner (please describe fully, including size and physical barriers around area i.e. trees, grates, parking meters, etc with photos, diagrams, blueprints; may reference prior application):

Description: Front patio on walkway 6 Tables w/ chain fencing  
enclosure 11' post to post to give dining boundaries.

Total Square Feet (\$1.00 per SF): 213 sq ft

## PLEASE ATTACH:

1. Certificate of Liability Insurance with holder as the: "CITY OF BURLINGTON, CLERK/TREASURER'S OFFICE ENCUMBRANCE APPLICATION DEPT., 149 CHURCH ST., BURLINGTON, VT 05401"
2. Endorsement to Insurance Policy outlining the Cancellation Policy
3. Endorsement to Insurance Policy listing the City as Additional Insured
4. Sketch, Photo, or Blueprint of what you are proposing.
5. Check for the square feet fees (\$1 per square foot) + \$25 Application fee: \$238.00

Signature: Jeanette C Wood Date: 3/11/13

For office use only: Amount received \$ 238.00 on 3/11  
Sent to DPW: 3/11 Sent to Attorney: 4/3

Check # 7327

Exhibit A

AUTHORIZATION TO ENTER INTO LICENSE AGREEMENT  
TO MAINTAIN TABLES AND CHAIRS ON A  
PORTION OF THE CITY'S RIGHT-OF-WAY WITH  
MANHATTAN PIZZA & PUB

In the year Two Thousand Thirteen.....

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

That WHEREAS, M.M. SMALL & COMPANY, LLC d/b/a MANHATTAN PIZZA & PUB of  
Burlington, Vermont (hereinafter MANHATTAN PIZZA) is an establishment doing business in a  
commercial building located at 167 Main Street in the City of Burlington, Vermont; and

WHEREAS, MANHATTAN PIZZA desires to place 3 tables with umbrellas and 12 chairs in the  
public right-of-way in front of its establishment at 167 Main Street; and

WHEREAS, MANHATTAN PIZZA wishes to enter into a License Agreement with the City for  
such tables and chairs; and

WHEREAS, the placement of the respective tables and chairs has been reviewed and approved by  
the Department of Public Works with conditions to address public safety concerns; and

WHEREAS, the Charter of the City of Burlington, Sec. 48XLIX and the Code of Ordinances Sec.  
27-32 require authorization by the City Council for such use of a public thoroughfare for periods in excess  
of thirty (30) days;

NOW, THEREFORE, BE IT RESOLVED that this City Council hereby authorizes  
MANHATTAN PIZZA to place 3 tables with umbrellas and 12 chairs on a portion of the public right-of-  
way adjacent to its establishment at 167 Main Street as indicated in and pursuant to its License Agreement  
upon entering into the License Agreement in substantially the form attached hereto; and

BE IT FURTHER RESOLVED that Mayor Miro Weinberger be and hereby is authorized to  
execute a License Agreement, in substantially the form attached, on behalf of the City of Burlington for a  
term commencing on the date of execution of the License Agreement and terminating on April 30, 2014.



**LICENSE AGREEMENT FOR TABLES AND CHAIRS**  
**WITH MANHATTAN PIZZA & PUB**  
**2013-2014 SEASON**

This LICENSE AGREEMENT is made by and between the City of Burlington, a municipal corporation organized and validly existing under the laws of the State of Vermont (hereinafter CITY) and M. M. SMALL & COMPANY, LLC d/b/a MANHATTAN PIZZA & PUB, a commercial establishment located at 167 Main Street, Burlington, Vermont (hereinafter MANHATTAN PIZZA or LICENSEE).

WHEREAS, the CITY owns property, including the street and sidewalk right-of-way adjacent to 167 Main Street; and

WHEREAS, MANHATTAN PIZZA stated on its application (attached hereto as Exhibit A) that it wishes to place 3 tables with umbrellas and 12 chairs on the sidewalk area in front of the building at 167 Main Street; and

WHEREAS, MANHATTAN PIZZA has stated in its permit application that there are no physical barriers around the tables and chairs and they will cover a 180 sq. ft. area; and

WHEREAS, this application was reviewed and approved by the Department of Public Works attached hereto as Exhibit B; and

WHEREAS, such use of a public thoroughfare for periods in excess of 30 days requires approval of the City Council under Charter Sec. 48XLIX and Burlington Code of Ordinances Chap. 27, Sec. 27-32;

WITNESSETH:

The CITY and MANHATTAN PIZZA enter into the following License Agreement:

1. TERM

The CITY grants to MANHATTAN PIZZA (hereinafter LICENSEE) a license to place 3 tables with umbrellas and 12 chairs covering an area of 180 sq. ft. on the public right-of-way

at 167 Main Street for a term commencing as of the date of execution of this Agreement and terminating on April 30, 2014 or sooner as provided herein.

2. LOCATION

LICENSEE may use and maintain tables and chairs on the public right-of-way (hereinafter referred to as the premises) for the consumption of food and beverage. Licensee must ensure that the sidewalk area is kept clear and at all times there is a 5 ft. right-of-way for pedestrian traffic. The tables and chairs are to be located up against the building. A copy of the approved plan is attached hereto as Exhibit C.

3. MAINTENANCE

- a. LICENSEE shall maintain the tables and chairs in proper condition.
- b. LICENSEE shall be responsible for the maintenance and upkeep of the tables and chairs and any damage to the tables and chairs is solely the responsibility of LICENSEE. Should LICENSEE fail to maintain the tables and chairs, this License Agreement is revocable on notice by the CITY to LICENSEE of a violation of this section; however LICENSEE shall have 14 days to cure any problem if it notifies the CITY in writing within three (3) days of its intent to cure the violation.
- c. The tables and chairs shall be placed in accordance with all conditions set by the Department of Public Works and shall not impede the CITY'S ability to maintain the road, sidewalk, parking meters or greenbelt.
- d. The tables and chairs shall not cause an obstruction or inconvenience to members of the public using the sidewalk, parking meters or street.

e. LICENSEE shall pick up and sweep debris created by its use of the public right-of-way.

4. LICENSE FEE

There shall be a fee for this license equal to the encumbrance application fee and the square foot use fee. This fee shall be payable immediately to the Burlington City Clerk's Office. **Failure to pay the annual fee shall result in the immediate revocation of the license.**

5. REVOCATION

This License Agreement is immediately revocable should LICENSEE discontinue use of the tables and chairs. In any event, this Agreement is revocable by the CITY within 30 days upon sending written notice to LICENSEE. Upon revocation, LICENSEE must remove at its own expense the tables and chairs and other materials or obstructions placed on the property. If LICENSEE refuses to promptly remove such obstructions, they may be removed by the CITY and LICENSEE shall be liable for all expenses of such removal.

6. INSURANCE

a. LICENSEE shall maintain in effect throughout the term of this Agreement comprehensive public liability insurance with an A rated insurance carrier, or better, qualified to transact business in the State of Vermont, insuring against all legal liability for injuries or damages suffered as a result of the exercise of rights granted pursuant to this Agreement in an amount not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. The CITY shall be named as an additional insured on such insurance policy.

b. Prior to execution of this Agreement, LICENSEE shall furnish the CITY with a certificate of insurance and endorsement which shall include the provision that the CITY is named as an additional insured and shall be given 15 days written notification prior to cancellation of such insurance for nonpayment of premium and 45 days notice for any other reason. The certificate shall be attached to this Agreement as Exhibit D and the endorsement as Exhibit E.

c. It is the responsibility of LICENSEE to ensure that a current certificate of insurance is on file with the CITY at all times. **Failure to furnish a current certificate of insurance will result in immediate revocation of this license.**

7. INDEMNIFICATION

LICENSEE agrees to indemnify, defend and hold the CITY harmless and free from liability arising out of LICENSEE'S use of the CITY'S right-of-way, and LICENSEE agrees to make no claim against the CITY or any of its officers, employees, agents or representatives for any loss or damage caused by the CITY'S use or maintenance of its right-of-way.

8. PERMITS

LICENSEE shall be responsible for obtaining all necessary CITY and/or State permits including zoning permits, prior to placement of the tables and chairs.

9. NUISANCES PROHIBITED

LICENSEE shall not, during the term hereof, on or in the premises maintain, commit, or permit the maintenance or commission of any nuisance or violation of any applicable City of Burlington ordinance, State or Federal statute, or controlling bylaw, regulation, or condition imposed whether existing at the time of commencement of this Agreement or enacted,

amended, or otherwise put into effect during the term of this Agreement.

10. ASSIGNMENT OF RIGHTS

LICENSEE shall not sell or assign its rights pursuant to this Agreement or permit the use of the premises or any part thereof by any other entity without the express prior written consent of the CITY. Any unauthorized action in violation of this provision shall be void, and shall terminate LICENSEE'S rights pursuant to this Agreement.

11. LIMITATION OF RIGHTS

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

DATED at Burlington, Vermont this \_\_\_\_\_ day of \_\_\_\_\_,

2013.

CITY OF BURLINGTON

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Miro Weinberger, Mayor  
Duly Authorized

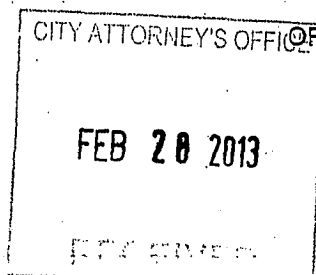
M. M. SMALL & COMPANY, INC. d/b/a  
MANHATTAN PIZZA & PUB

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Duly Authorized

1b/c: GM 2013/License Agree for Encumbrance -- MANHATTAN PIZZA & Pub, 167 Main St. (Tables & Chairs) 2013  
3/22/13





OFFICE OF THE CLERK AND TREASURER  
149 CHURCH STREET  
BURLINGTON, VT 05401  
Voice (802)865-7000  
FAX (802)865-7014  
TTY (802)865-7142  
Amy Bovee (802)865-7019  
Ron Gore (802)865-7562

## Encumbrance Application / Renewal

Effective 04/30/2013 - 04/30/2014

MATT SMALL

DATE: Tuesday, February 5, 2013

MANHATTAN PIZZA AND PUB

PHONE: 658-6776

FAX:

EMAIL: *mmsmallandco@gmail.com*

DBA NAME: MANHATTAN PIZZA AND PUB

COMPANY: M.M. SMALL & COMPANY, LLC

LOCATION: 167 MAIN STREET

Permission is requested to allow/continue the encumbrance in the following area and manner (please describe fully, including size and physical barriers around area i.e. trees, grates, parking meters, etc with photos, diagrams, blueprints; may reference prior application):

Placement of Encumbrance: 10x 20 feet 3 4' round tables with umbrellas. 4 seats per table = 12 total.  
Main Street sidewalk

Conditions: Keeping public ways clear

Total Square Feet (\$1.00 per SF): 180

### PLEASE ATTACH:

1. Certificate of Liability Insurance with holder as the: "CITY OF BURLINGTON, CLERK/TREASURER'S OFFICE ENCUMBRANCE APPLICATION DEPT., 149 CHURCH ST., BURLINGTON, VT 05401"
2. Endorsement to Insurance Policy outlining the Cancellation Policy
3. Endorsement to Insurance Policy listing the City as Additional Insured
4. Sketch, Photo, or Blueprint of what you are proposing.
5. Check for the square feet fees (\$1 per square foot) + \$25 Application fee: \$205.00

Signature

MATT SMALL

Date

2/21/13

For office use only: Amount received \$ 205.00 on 2/21 Check # 1047

Sent to Attorney:

*Exhibit A*



OFFICE OF THE CLERK AND TREASURER  
149 CHURCH STREET  
BURLINGTON, VT 05401  
Voice (802)865-7000  
FAX (802)865-7014  
TTY (802)865-7142  
Amy Bovee (802)865-7019  
Ron Gore (802)865-7562

### Encumbrance DPW Approval Form

Effective 05/01/2013 - 04/30/2014

ATTENTION: RON GORE, BURLINGTON DEPARTMENT OF PUBLIC WORKS

DBA NAME: MANHATTAN PIZZA AND PUB

DATE: Thursday, February 21, 2013

COMPANY: M.M. SMALL & COMPANY, LLC

PHONE: 658-6776

LOCATION: 167 MAIN STREET

FAX:

MAILING ADDRESS: MATT SMALL

#### RACKS / RAMPS / STAIRS / TABLES / CHAIRS ETC

1. Racks, ramps, sidewalks encumbrances should be located on private property, if possible. In the opinion of the City Building Inspector, is there an available alternative location for the ramp on private property? Yes ☐ No ☒

2. Will there be sufficient width for plows and pedestrian access if racks, ramp, sidewalk, tables & chairs encumbrances are added on the sidewalk? Yes ☒ No ☐

3. Additional Comments: TABLES / CHAIRS WITHIN ROPED OFF AREA

4. A 180 square foot placement of 10 x 20 feet area with 3 4' round tables with umbrellas. 4 chairs per table for a total of 12 chairs. at 167 MAIN STREET

#### DEPARTMENT OF PUBLIC WORKS

Approved? Yes ☒

No ☐

Explain: RENEWAL - SAME AS PREVIOUS YEAR

Signature

Ron Gore

Date:

02/23/13

Exhibit B



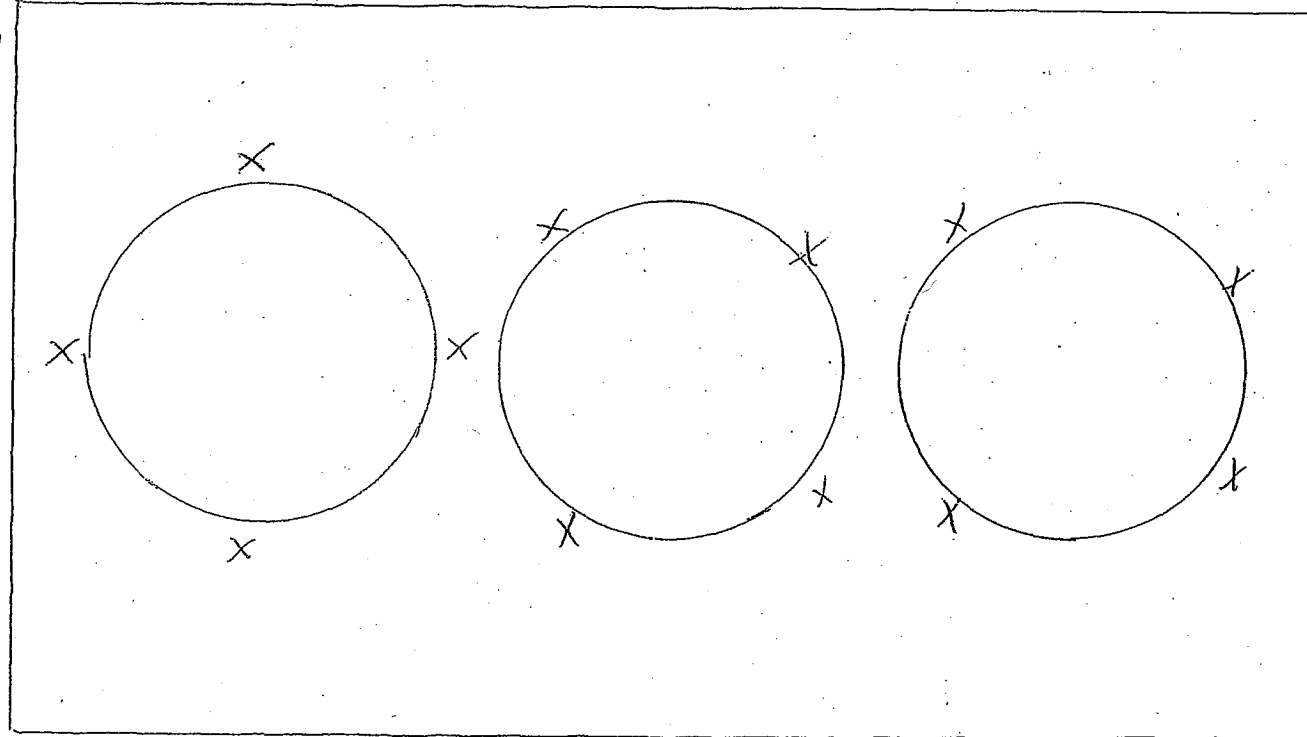
167 Main St.

Manhattan Pizza + Pub

Exhibit C

Main/only  
entrance to  
building for  
customers

10ft



20ft

180 Total Square Feet



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/21/2013

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

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

<b>PRODUCER</b> Cheeseman Insurance Group 84 Pine Street Suite 602 Burlington VT 05401	<b>CONTACT NAME:</b> David Szarkowski <b>PHONE (A/C, No, Ext):</b> (802) 863-8021 Ext 106 <b>FAX (A/C, No):</b> 802-861-4801 <b>E-MAIL ADDRESS:</b> denpluza@yahoo.com
<b>INSURED</b> M M SMALL & COMPANY, LLC DBA MANHATTAN PIZZA & PUB 167 MAIN STREET BURLINGTON VT 05401	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> CSU PRODUCER RESOURCES, INC. <b>INSURER B:</b> THE CINCINNATI CASUALTY COMPANY <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	CSU0041407	09/14/2012	09/14/2013	MED EXP (Any one person) \$ EXCLUDED
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$2,000,000
	AUTOMOBILE LIABILITY					PRODUCTS - COMP/OP AGG \$2,000,000
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				PROPERTY DAMAGE (Per accident) \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				
	DED	RETENTIONS				EACH OCCURRENCE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				AGGREGATE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					
	If yes, describe under DESCRIPTION OF OPERATIONS below					
		N/A	WC2121958	01/01/2013	01/01/2014	E.L. EACH ACCIDENT \$100,000
A	LIQUOR LIABILITY		CSU0041405	09/14/2012	09/14/2013	E.L. DISEASE - EA EMPLOYEE \$100,000
						E.L. DISEASE - POLICY LIMIT \$500,000

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

CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED REGARDING COMMERCIAL GENERAL LIABILITY INSURANCE.  
THERE ARE THREE TABLES AND TWELVE CHAIRS OUTSIDE PATIO.

**CERTIFICATE HOLDER****CANCELLATION**

<b>CITY OF BURLINGTON</b> <b>CLERK/TREASURER'S OFFICE</b> <b>ENCUMBRANCE APPLICATION DEPT.</b> <b>149 CHURCH STREET</b> <b>BURLINGTON, VT 05401</b>	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> <i>David Szarkowski</i>
---	--

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*Exhibit D*

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - STATE OR GOVERNMENTAL  
AGENCY OR SUBDIVISION OR POLITICAL  
SUBDIVISION - PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE**

**State Or Governmental Agency Or Subdivision Or Political Subdivision:**

City of Burlington 149 Church St Burlington, VT 05401

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II - Who Is An Insured** is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

*Exhibit E*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## VERMONT CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM UMBRELLA LIABILITY PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. The Cancellation Common Policy Condition is replaced by the following:

### CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. Cancellation Of Policies In Effect For Less Than 60 Days.

If this policy has been in effect for less than 60 days and this policy is not a renewal of a policy we issued, we may cancel this policy by:

- a. Giving the first Named Insured at least 15 days' notice prior to the cancellation date for nonpayment of premium or substantial increase in hazard; or
- b. Mailing or delivering the first Named Insured at least 45 days' notice prior to the cancellation date for any other reason.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

3. Cancellation Of Policies In Effect For 60 Days Or More.

If this policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- a. Nonpayment of premium;
- b. Fraud or material misrepresentation affecting this policy or in the presentation of claims under this policy;
- c. Violation of any provisions of this policy; or
- d. Substantial increase in hazard, provided we have secured approval for the cancellation from the commissioner of insurance.

If we cancel this policy for one of the reasons specified in Paragraph 3., we will cancel only in the following manner:

- a. By giving at least 15 days' notice before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. By mailing or delivering at least 45 days' notice before the effective date of cancellation if we cancel for any other reason.

Written notice of cancellation, including the reason for cancellation, will be mailed or delivered to the first Named Insured at the first Named Insured's last mailing address known to us.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

**B. Any When We Do Not Renew Condition is deleted.**

The following Conditions are added:

**1. WHEN WE DO NOT RENEW**

a. We may elect not to renew this policy by mailing, by certified mail, or delivering written notice of nonrenewal to the first Named Insured's last mailing address known to us. We will mail or deliver this notice at least 45 days before the:

- (1) Expiration of the policy; or

(2) Anniversary date of this policy if this policy has been written for a term of more than one year.

**b. This provision does not apply:**

- (1) If we have indicated a willingness to renew;
- (2) In case of nonpayment of premium;
- (3) If you do not pay any advance premium required by us for renewal; or
- (4) If any property covered in this policy is insured under any other insurance policy.

**2. RENEWAL**

**a. If we:**

- (1) Elect to renew this policy; and
- (2) Have the necessary information to issue a renewal policy,

we will confirm in writing at least 45 days before it expires our intention to renew this policy; and the premium at which this policy will be renewed.

**b. If we do not comply with the provisions of Paragraph a., you will have renewal coverage. The renewal coverage will be at the rates:**

- (1) In effect under the expiring or expired policy; or
- (2) In effect on the expiration date, that have been approved by the Commissioner,

whichever are lower.

This renewal coverage will be on a pro rata basis and will continue for 45 days after we confirm renewal coverage and premium. If you accept this renewal policy, this Paragraph b. does not apply.



AUTHORIZATION TO ENTER INTO LICENSE AGREEMENT  
TO ERECT AND MAINTAIN A SIGN EXTENDING OVER A PORTION  
OF THE CITY’S RIGHT-OF-WAY WITH RANDOLIN MUSIC

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

That WHEREAS, NOWA RANDALL CROSBY d/b/a MUSIC INSTRUMENT  
REPAIR/RANDOLIN MUSIC of Burlington, Vermont (hereinafter RANDOLIN MUSIC) is an  
establishment doing business in a commercial building located at 215 College Street in the City  
of Burlington, Vermont; and

WHEREAS, RANDOLIN MUSIC desires to erect and maintain a sign extending over the  
public right-of-way on its building located at 215 College Street; and

WHEREAS, RANDOLIN MUSIC wishes to enter into a License Agreement with the  
City for such sign; and

WHEREAS, the placement of the sign has been reviewed and approved by the  
Department of Public Works with conditions to address public safety concerns; and

WHEREAS, the Charter of the City of Burlington, Sec. 48XLIX and the Code of  
Ordinances Sec. 27-32 require authorization by the City Council for such use of a public  
thoroughfare for periods in excess of thirty (30) days;

NOW, THEREFORE, BE IT RESOLVED that this City Council hereby authorizes  
RANDOLIN MUSIC to erect and maintain a sign covering an area of 1.5 sq. ft. extending over a  
portion of the public right-of-way on its building located at 215 College Street as indicated in  
and pursuant to its License Agreement upon entering into the License Agreement in substantially  
the form attached hereto; and

BE IT FURTHER RESOLVED that Mayor Weinberger be and hereby is authorized to  
execute a License Agreement, in substantially the form attached, on behalf of the City of  
Burlington for a term commencing on the date of execution of the License Agreement and  
terminating on April 30, 2014.

**LICENSE AGREEMENT FOR SIGN**  
**WITH RANDOLIN MUSIC**  
**2013-2014 SEASON**

This LICENSE AGREEMENT is made by and between the City of Burlington, a municipal corporation organized and validly existing under the laws of the State of Vermont (hereinafter CITY) and NOWA RANDALL CROSBY d/b/a MUSIC INSTRUMENT REPAIR/RANDOLIN MUSIC, a commercial establishment located at 215 College Street, Burlington, Vermont (hereinafter RANDOLIN MUSIC or LICENSEE).

WHEREAS, the CITY owns property, including the street and sidewalk right-of-way adjacent to 215 College Street and

WHEREAS, RANDOLIN MUSIC stated on its application (attached hereto as Exhibit A) that it wishes to erect and maintain a sign on the building overhanging the public right-of-way directly in front of 215 College Street as shown in the attached photo (hereinafter "sign"); and

WHEREAS, RANDOLIN MUSIC has stated in its permit application that it's sign will be located directly below an existing sign at this location and it will cover a 1.5 sq. ft. area; and

WHEREAS, this application was reviewed and approved by the Department of Public Works attached hereto as Exhibit B; and

WHEREAS, such use of a public thoroughfare for periods in excess of 30 days requires approval of the City Council under Charter Sec. 48XLIX and Burlington Code of Ordinances Chap. 27, Sec. 27-32;

W I T N E S S E T H :

The CITY and RANDOLIN MUSIC enter into the following License Agreement:



1. TERM

The CITY grants to RANDOLIN MUSIC (hereinafter LICENSEE) a license to erect and maintain a sign covering an area of 1.5 sq. ft. extending over the public right-of-way at 215 College Street for a term commencing as of the date of execution of this Agreement and terminating on April 30, 2014 or sooner as provided herein.

2. LOCATIONS

LICENSEE may erect, use and maintain a sign extending over the public right-of-way (hereinafter referred to as the premises) for advertising purposes. The sign is to be attached to the building and it must be exactly as described and placed as approved by the Department of Public Works. A copy of the approved plan is attached hereto as Exhibit C.

3. MAINTENANCE

- a. LICENSEE shall maintain the sign in proper condition.
- b. LICENSEE shall be responsible for the maintenance and upkeep of the sign and any damage to the sign is solely the responsibility of LICENSEE. Should LICENSEE fail to maintain the sign, this License Agreement is revocable on notice by the CITY to LICENSEE of a violation of this section; however LICENSEE shall have 14 days to cure any problem if it notifies the CITY in writing within three (3) days of its intent to cure the violation.
- c. The sign shall be placed in accordance with all conditions set by the Department of Public Works and shall not impede the CITY'S ability to maintain the road, sidewalk, parking meters or greenbelt.

d. The sign shall not cause an obstruction or inconvenience to members of the public using the sidewalk, parking meters or street.

e. LICENSEE shall pick up and sweep debris created by its use of the public right-of-way.

#### 4. LICENSE FEE

There shall be a fee for this license equal to the encumbrance application fee and the square foot use fee. This fee shall be payable immediately to the Burlington City Clerk's Office. **Failure to pay the annual fee shall result in the immediate revocation of the license.**

#### 5. REVOCATION

This License Agreement is immediately revocable should LICENSEE discontinue use of the sign. In any event, this Agreement is revocable by the CITY within 30 days upon sending written notice to LICENSEE. Upon revocation, LICENSEE must remove at its own expense the sign and other materials or obstructions placed on the property. If LICENSEE refuses to promptly remove such obstructions, they may be removed by the CITY and LICENSEE shall be liable for all expenses of such removal.

#### 6. INSURANCE

a. LICENSEE shall maintain in effect throughout the term of this Agreement comprehensive public liability insurance with an A rated insurance carrier, or better, qualified to transact business in the State of Vermont, insuring against all legal liability for injuries or damages suffered as a result of the exercise of rights granted pursuant to this Agreement in an amount not less than \$1,000,000 each occurrence and

\$2,000,000 general aggregate. The CITY shall be named as an additional insured on such insurance policy.

b. Prior to execution of this Agreement, LICENSEE shall furnish the CITY with a certificate of insurance and endorsement which shall include the provision that the CITY is named as an additional insured and shall be given 15 days written notification prior to cancellation of such insurance for nonpayment of premium and 45 days notice for any other reason. The certificate shall be attached to this Agreement as Exhibit D and the endorsement shall be attached as Exhibit E

c. It is the responsibility of LICENSEE to ensure that a current certificate of insurance is on file with the CITY at all times. **Failure to furnish a current certificate of insurance will result in immediate revocation of this license.**

#### 7. INDEMNIFICATION

LICENSEE agrees to indemnify, defend and hold the CITY harmless and free from liability arising out of LICENSEE'S use of the CITY'S right-of-way, and LICENSEE agrees to make no claim against the CITY or any of its officers, employees, agents or representatives for any loss or damage caused by the CITY'S use or maintenance of its right-of-way.

#### 8. PERMITS

LICENSEE shall be responsible for obtaining all necessary CITY and/or State permits including zoning permits, prior to placement of the sign.

#### 9. NUISANCES PROHIBITED

LICENSEE shall not, during the term hereof, on or in the premises maintain, commit, or permit the maintenance or commission of any nuisance or violation of any applicable City

of Burlington ordinance, State or Federal statute, or controlling bylaw, regulation, or condition imposed whether existing at the time of commencement of this Agreement or enacted, amended, or otherwise put into effect during the term of this Agreement.

10. ASSIGNMENT OF RIGHTS

LICENSEE shall not sell or assign its rights pursuant to this Agreement or permit the use of the premises or any part thereof by any other entity without the express prior written consent of the CITY. Any unauthorized action in violation of this provision shall be void, and shall terminate LICENSEE'S rights pursuant to this Agreement.

11. LIMITATION OF RIGHTS

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

DATED at Burlington, Vermont this \_\_\_\_\_ day of \_\_\_\_\_,

2013.

CITY OF BURLINGTON

\_\_\_\_\_  
Witness

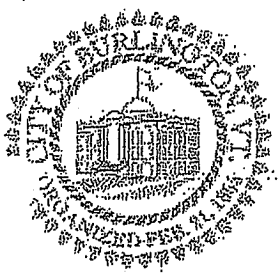
By: \_\_\_\_\_  
Miro Weinberger, Mayor  
Duly Authorized

NOWA RANDALL CROSBY  
d/b/a MUSIC INSTRUMENT REPAIR/  
RANDOLIN MUSIC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Duly Authorized

1b/c: GM 2013/License Agree for Encumbrance – RANDOLIN MUSIC, 215 College St. (Sign on Building) 2013  
4/3/13



OFFICE OF THE CLERK AND TREASURER  
149 CHURCH STREET  
BURLINGTON, VT 05401  
Voice (802)865-7000  
FAX (802)865-7014  
TTY (802)865-7142  
Amy Bovee (802)865-7019  
Ron Gore (802)865-7562

### Encumbrance Application / Renewal

DBA NAME: Randolin Music / Music Instrument Repair  
CONTACT NAME: NOWA CROSBY  
MAILING ADDRESS: 470 THOMAS RD  
SHELburne, VT 05482  
DATE: 1/31/13  
PHONE: 802-865-3890  
FAX: \_\_\_\_\_  
EMAIL: randolin19@gmail.com

DBA NAME: MUSIC Instrument Repair / Randolin Music  
COMPANY: ~~RANDOLIN MUSIC~~ NOWA R. Crosby  
LOCATION OF ENCUMBRANCE: 215 College St.

Permission is requested to allow/continue the encumbrance in the following area and manner (please describe fully, including size and physical barriers around area i.e. trees, grates, parking meters, etc with photos, diagrams, blueprints; may reference prior application):

Description: 12" x 18" sign w/ Randolin Music painted in  
lettering as presented in mockup, below Burlington Yoga sign at  
same location 1ft above ground, immediately below aforementioned  
sign.

Total Square Feet (\$1.00 per SF): 1.5

### PLEASE ATTACH:

1. Certificate of Liability Insurance with holder as the: "CITY OF BURLINGTON, CLERK/TREASURER'S OFFICE ENCUMBRANCE APPLICATION DEPT., 149 CHURCH ST., BURLINGTON, VT 05401"
2. Endorsement to Insurance Policy outlining the Cancellation Policy
3. Endorsement to Insurance Policy listing the City as Additional Insured
4. Sketch, Photo, or Blueprint of what you are proposing.
5. Check for the square feet fees (\$1 per square foot) + \$25 Application fee: \$26.50

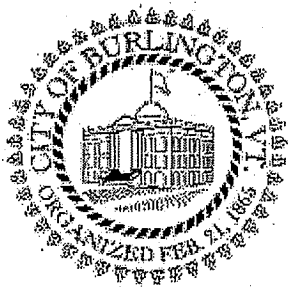
Signature: N. Crosby

Date: 1/31/13

For office use only: Amount received \$ 26.50 on 2/19  
Sent to DPW: 2/19 Sent to Attorney: 4/1

Check # 242

*Exhibit A*



OFFICE OF THE CLERK AND TREASURER  
149 CHURCH STREET  
BURLINGTON, VT 05401  
Voice (802)865-7000  
FAX (802)865-7014  
TTY (802)865-7142  
Amy Bovee (802)865-7019  
Ron Gore (802)865-7562

### Encumbrance DPW Approval Form

Effective 05/01/2013 - 04/30/2014

ATTENTION: RON GORE, BURLINGTON DEPARTMENT OF PUBLIC WORKS

DBA NAME: RANDOLIN MUSIC

DATE: Tuesday, February 19, 2013

COMPANY: RANDOLIN MUSIC

PHONE: 865-3890

LOCATION: 215 COLLEGE ST.

FAX:

MAILING ADDRESS: NOWA CROSBY  
470 THOMAS RD.  
SHELBURNE, VT 05482

#### RACKS / RAMPS / STAIRS / TABLES / CHAIRS ETC

1. Racks, ramps, sidewalks encumbrances should be located on private property, if possible. In the opinion of the City Building Inspector, is there an available alternative location for the ramp on private property? Yes ☐ No ☒

2. Will there be sufficient width for plows and pedestrian access if racks, ramp, sidewalk, tables & chairs encumbrances are added on the sidewalk? Yes ☒ No ☐

3. Additional Comments: SIGN ABOVE SIDEWALK AREA - GREATER THAN 7'0"

4. A 2 square foot placement of 12" X 18" SIGN WITH RANDOLIN MUSIC PAINTED IN LETTERING AS PRESENTED IN MOCKUP BELOW BURLINGTON YOGA SIGN AT SAME LOCATION. 8 FEET

#### DEPARTMENT OF PUBLIC WORKS

Approved? Yes ☒

No ☐

Explain: NEW SIGN - LOCATION APPROVED

Signature Ron Gore

Date: 02/19/13

EXhibit B

Randolin Music  
PROPOSED STREET SIGNAGE

Height = 12 in  
Length = 18 in

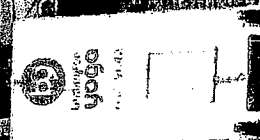
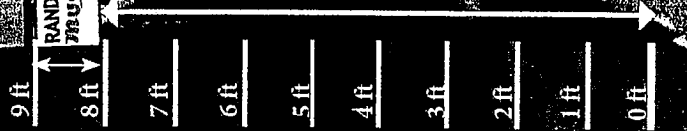
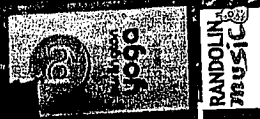


EXHIBIT C




# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/19/2013

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

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

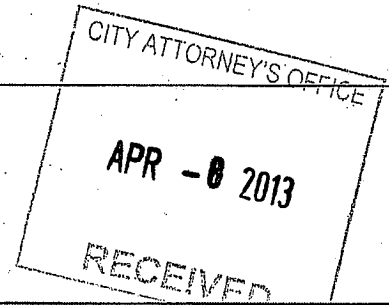
	PRODUCER: REGINA B. SMITH ANTHONY MURPHY AGENT 100 DORSET ST. STE 17 SO. BURLINGTON, VT 05403	CONTACT NAME: REGINA B. SMITH PHONE (A/C No. Ext): 802-657-3500 FAX (A/C No): 802-657-3393 E-MAIL: ADDRESS:
	INSURED: NOWA RANDALL CROSBY DBA MUSIC INSTRUMENT REPAIR 215 COLLEGE ST STE A BURLINGTON VT 05401	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

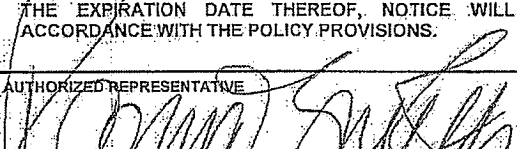
COVERAGES: CERTIFICATE NUMBER: REVISION NUMBER:  
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	95-BF-1273-3-F	05/06/2012	05/06/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP/AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				WC STATUS/TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

musical instrument repair  
Sign overhanging the sidewalk in front of 215 College St.  
ADDITIONAL INSURED:  
CITY OF BURLINGTON  
ATTN: ENCUMBRANCE APPLICATIONS  
149 CHURCH STREET



CERTIFICATE HOLDER CITY OF BURLINGTON ATTN: ENCUMBRANCE APPLICATIONS 149 CHURCH STREET BURLINGTON, VT 054014920	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---





## FE-6260 AMENDATORY ENDORSEMENT (Vermont)

### CONDITIONS

The following is added to **Loss Payment** and replaces any provision to the contrary:

We will pay for covered loss within 10 working days after we reach agreement with you on the amount of loss, provided all other terms of the Loss Payment Property Loss Condition are satisfied.

The following is added to **Legal Action Against Us**:

However, compliance with the provisions of the **Appraisal Condition** is not a condition precedent to your bringing or maintaining any legal action against us.

The **Knowledge or Control Condition** is deleted.

The **Cancellation Condition**, if any, is replaced by the following:

#### Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation:

b. **Cancellation Of Policies In Effect For:**

**(1) 60 Days Or Less**

If this policy has been in effect for less than 60 days and this policy is not a renewal of a policy we issued, we may cancel this policy by:

- (a) Giving the first Named Insured at least 15 days' notice prior to the cancellation date for nonpayment of premium; or
- (b) Mailing or delivering to the first Named Insured at least 45 days' notice prior to the cancellation date for any other reason.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail. Proof of mailing will be sufficient proof of notice.

**(2) More Than 60 Days**

If this policy has been in effect for 60 days or more, or is a renewal or

continuation of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- i. Nonpayment of premium;
- ii. Fraud or material misrepresentation affecting this policy or in the presentation of claims under this policy;
- iii. Violation of any provisions of this policy; or
- iv. Substantial increase in hazard, provided we have secured approval for the cancellation from the commissioner of insurance.

If we cancel this policy for one of the reasons specified in Paragraph (2) we will cancel only in the following manner:

- i. By giving at least 15 days' notice before the effective date of cancellation if we cancel for nonpayment of premium; or
- ii. By mailing or delivering at least 45 days' notice before the effective date of cancellation if we cancel for any other reason.

Written notice of cancellation, including the reason for cancellation, will be mailed or delivered to the first Named Insured at the first Named Insured's last mailing address known to us.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail. Proof of mailing will be sufficient proof of notice.

- c. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- d. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

*Exhibit E*

e. If this policy insured more than one Named Insured:

- (1) The first Named Insured may affect cancellation for the account of all insureds; and
- (2) Our notice of cancellation to the first Named Insured is notice to all insureds. Payment of unearned premium to the first Named Insured is for the account of all interests therein.

The **Concealment, Misrepresentation or Fraud** Condition is replaced by the following:

**Concealment, Misrepresentation Or Fraud**

We will not pay for any loss in any case of:

1. Concealment or misrepresentation of a material fact; or
  2. Fraud;
- committed by you at any time and relating to coverage under this policy.

The following **Conditions** are added:

**When We Do Not Renew**

a. We may elect not to renew this policy by mailing, by certified mail, or delivering written notice of nonrenewal to the first Named Insured's last mailing address known to us. Proof of mailing will be sufficient proof of notice. We will mail or deliver this notice at least 45 days before the:

- (1) Expiration of the policy; or
- (2) Anniversary date of this policy if this policy has been written for a term of more than one year.

b. This provision does not apply:

- (1) If we have indicated a willingness to renew;
- (2) In case of nonpayment of premium;
- (3) If you do not pay any advance premium required by us for renewal; or
- (4) If any property covered in this policy is insured under any other insurance policy.

**When We Renew**

a. If we:

- (1) Elect to renew this policy; and
- (2) Have the necessary information to issue a renewal policy,

we will confirm in writing at least 45 days before it expires our intention to renew this policy; and the premium at which this policy will be renewed.

b. If we do not comply with the provisions of Paragraph a., you will have renewal coverage. The renewal coverage will be at the rates:

- (1) In effect under the expiring or expired policy; or
- (2) In effect on the expiration date, that have been approved by the Commissioner,

whichever are lower.

This renewal coverage will be on a pro rata basis and will continue for 45 days after we confirm renewal coverage and premium. If you accept this renewal policy, this Paragraph b. does not apply.

All other policy provisions apply.

95-BF-1273-3 014462

CMP-4797  
Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CMP-4797 ADDITIONAL INSURED — CONTROLLING INTEREST**

This endorsement modifies insurance provided under the following:  
**BUSINESSOWNERS COVERAGE FORM**

**SCHEDULE****Policy Number:** 95-BF-1273-3**Named Insured:**

**NOWA, RANDALL CROSBY**  
**DBA MUSIC INSTRUMENT REPAIR**  
**470 THOMAS RD**  
**SHELBURNE VT 05482-6911**

**Name And Address Of Additional Insured Person Or Organization:**

**CITY OF BURLINGTON**  
**ATTN: ENCUMBRANCE APPLICATIONS**  
**149 CHURCH STREET**  
**BURLINGTON, VT 054014920**

1. **SECTION II — WHO IS AN INSURED** of **SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization shown in the Schedule, but only with respect to their liability arising out of:
  - a. Their financial control of you; or
  - b. Premises they own, maintain or control while you lease or occupy these premises.
2. With respect to the insurance afforded the additional insured, this insurance does not apply to structural alterations, new construction or demolition operations performed by or for that additional insured.
3. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.

All other policy provisions apply.

CMP-4797

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RECLASSIFICATION AND TITLE CHANGE OF THREE  
SITE COORDINATORS TO RECREATION SPECIALISTS –  
PARKS AND RECREATION

In the year Two Thousand Thirteen.....

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

That WHEREAS, the Director of Parks and Recreation has requested the reclassification and title change of three (3) Site Coordinators to Recreation Specialists; and

WHEREAS, the positions shall be classified at a Pay Grade 15 within the Willis Classification System; and

WHEREAS, these positions' responsibilities changed due to the new partnership with the Burlington School District, Burlington Kids, and are now responsible for overseeing community wide recreation programs as well as oversight of the Burlington Kids program; and

WHEREAS, the request has been approved and supported by the Human Resources Director and by the Board of Finance on April 15, 2013, and is now being recommended to the City Council for approval;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the reclassification and title change of three Site Coordinator positions to Recreation Specialists in the Department of Parks and Recreation and approves the placement of these three positions at a Pay Grade 15 within the AFSCME Willis Classification System, effective immediately.

DEPARTMENT OF PARKS AND RECREATION  
FY 2013 BUDGET AMENDMENT REQUESTS RELATED TO  
WATERFRONT DIVISION OPERATIONS

In the year Two Thousand Thirteen.....

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

That WHEREAS, the Department of Parks and Recreation is charged with and responsible for the Harbor, Community Boathouse and Municipal Marina; and

WHEREAS, in the FY 2013 budget, the City Council authorized the hiring of a full-time staff member at the Boathouse at a cost of \$25,000, but that full-time position was not filled until February of 2013; and

WHEREAS, the summer of 2012 had better than projected weather resulting in increased boater opportunities; and

WHEREAS, increased boater opportunities resulted in increased revenues and increased demand on seasonal staff; and

WHEREAS, the delay in hiring a full-time staff member, along with the increased demand for seasonal staff, resulted in a need for more seasonal staff compensation by adjusting the budgetary “Salary Seasonal” line, while reducing the “Salary Full Time” line; and

WHEREAS, the increase in revenues allows an offsetting increase in revenue line items, so the increased staff compensation is budget-neutral; and

WHEREAS, a budget adjustment, which has been approved by the Board of Finance on April 22, 2013, is required to effect these changes;

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the amendment of the Fiscal Year 2013 budget as follows to allow for the proper staffing of the boathouse in the final months of FY 2013:

**DEPARTMENT:** Parks

Account Number	Account Name	Expense	Revenue
101-23-103-2585000_100	Salary Full Time	(\$25,000)	

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DEPARTMENT OF PARKS AND RECREATION  
FY 2013 BUDGET AMENDMENT REQUESTS  
RELATED TO WATERFRONT DIVISION OPERATIONS

101-23-103-258 5000_115	Salary Seasonal	\$25,000
101-23-103-258 4415_120	Boat Slips Transient	\$10,000
101-23-103-258 4415_120	Moorings Transient	\$10,000
101-23-103-258 5000_115	Salary Seasonal	\$20,000

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lb/Eblackwood /c: Resolutions 2013/Parks Dept. – FY 2013 Budget Amendment re Waterfront Division Operations  
4/23/13

AUTHORIZATION TO EXECUTE CONTRACT FOR  
FY 2014 STREET RECONSTRUCTION PROGRAM

In the year Two Thousand Thirteen.....

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

That WHEREAS, the City of Burlington has engaged in a program of street reconstruction over the last several years that has resulted in the significant improvement of the rating and performance of the streets upon which the reconstruction has been done; and

WHEREAS, the Department of Public Works put out to bid the FY 2014 Street Reconstruction Program to begin construction on July 1, 2013; and

WHEREAS, four bids were returned from qualified companies, with the low qualified bidder being Pike Industries, Inc. with a bid for the work of \$940,838.00; and

WHEREAS, the Department of Public Works presented the results of this bid process to the Finance Board at its meeting on April 22, 2013 and the board reviewed and unanimously recommended approval by the City Council of the execution of a contract with Pike Industries, Inc. as set forth in the bid documents for the FY 2014 street reconstruction program;

NOW, THEREFORE, BE IT RESOLVED that Steven Goodkind, Department of Public Works Director, is hereby authorized to sign a contract on behalf of the City to engage Pike Industries, Inc. to perform the above referenced work in the amount of \$940,838.00, such contract to be in form and substance similar to the bid documents that are on file at the Department of Public Works, subject to the prior review and approval of the City Attorney.

APPROVAL OF AMENDMENT TO FIRE DEPARTMENT BUDGET  
FOR VEHICLE AND EQUIPMENT MAINTENANCE  
TO REPLACE RESCUE TWO ENGINE

In the year Two Thousand Thirteen.....

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

That WHEREAS, the Burlington Fire Department Rescue Two vehicle, a vehicle which has been planned to be in service for years to come, has not been operational for several weeks due to engine problems, thereby leaving the Fire Department with only one operational ambulance; and

WHEREAS, the City's fleet manager at the Department of Public Works has investigated the problem and determined that it is cost effective to replace the engine with a remanufactured engine, the estimated cost of which is \$14,214.42 with a two year warrantee (unlimited mileage); and

WHEREAS, the Fire Department's budget for expenditures for vehicle and equipment repairs does not have sufficient funds for this expenditure without a budget amendment; and

WHEREAS, on the Mayor's proposal the Board of Finance reviewed this budget amendment and expenditure at its meeting on April 22, 2013 and unanimously recommended its approval by the full City Council at its April 29, 2013 meeting;

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the proposed budget amendment and increases the Fire Department's budget for vehicle and equipment repairs as follows:

FIRE Expenditure Budget

INCREASE:

101-15-040-8005	Vehicle/Equipment Repairs	\$ <u>14,214.42</u>
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DEPARTMENT OF PARKS AND RECREATION  
FY 2013 BUDGET AMENDMENT REQUESTS  
RELATED TO GREENBELT MAINTENANCE

In the year Two Thousand Thirteen.....

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

That WHEREAS, the Department of Parks and Recreation is charged with and responsible for the care, maintenance, and management of public trees in Burlington; and

WHEREAS, a dedicated tax was voted on by the public and resolved by City Council to be appropriated towards the perpetual care, maintenance and management of the City’s urban forest; and

WHEREAS, annual maintenance activities include the purchase of materials, planting, stump removal, and lease of equipment; and

WHEREAS, the committed fund balance totaled \$299,132 as of June 30, 2012, from which the sum of \$21,900 is needed to cover this year’s spring maintenance activities; and

WHEREAS, a budget adjustment, which has been approved by the Board of Finance on April 22, 2013, is required to effect these changes;

NOW, THEREFORE BE IT RESOLVED that the City Council approves the amendment of the Fiscal Year 2013 budget as follows:

**DEPARTMENT:** Parks

Account Number	Account Name	Expense
700-23-000-702-6210	Small Tools and Equipment	(\$1,000)
700-23-000-702-6211	Specialized Equipment	(\$ 500)
700-23-000-702-6220	Chemicals	(\$1,000)
700-23-000-702-5000_115	Sal/ Wages Seasonal/Temp	(\$3,000)
700-23-000-702-6300-175	Rep/Maint Land Materials	\$2,500

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DEPARTMENT OF PARKS AND RECREATION  
FY 2013 BUDGET AMENDMENT REQUESTS  
RELATED TO GREENBELT MAINTENANCE

700-23-000-702-6015	Computer Software	\$3,000
700-23-000-702-6300_175	Rep/Maint Land Mat.	\$6,400
700-23-000-702-7200_115	Equipment Lease	\$15,500
	Fund Balance Net Effect	(\$21,900)

CITY COUNCIL ANNUAL RETREAT -  
AUTHORIZE CONTRACT FOR FACILITATOR

In the year Two Thousand Thirteen.....

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

That WHEREAS, there is a history and tradition of Burlington City Councilors participating in an Annual Retreat; and

WHEREAS, the 2013-2014 City Council will schedule a Retreat; and

WHEREAS, an experienced facilitator can provide assistance in ensuring a productive and successful Retreat; and

WHEREAS, City Council President Joan Shannon has approached Diane Meyerhoff, principal in Third Sector Associates, who facilitated last year's Retreat, about her interest and availability to facilitate this year's Retreat; and

WHEREAS, Diane Meyerhoff is available to facilitate this year's Retreat;

NOW, THEREFORE BE IT RESOLVED that City Council President Shannon be authorized to hire Diane Meyerhoff to provide services, that may include but are not limited to 1) Retreat facilitation, 2) Retreat agenda preparation in consultation with the Council President, 3) materials preparation in consultation with the Council President, 4) pre-Retreat interviews with all City Councilors, and 5) post-Retreat meeting notes; and

BE IT FURTHER RESOLVED that a contract be entered into with Diane Meyerhoff for no more than \$1,900.00; and

BE IT FURTHER RESOLVED that the contract be funded by equal payments from each City Councilor's account.

APPROVAL OF PUBLIC WORKS DEPARTMENT BUDGET  
TO INCREASE VEHICLE MAINTENANCE BUDGET

In the year Two Thousand Thirteen.....

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

That WHEREAS, the Equipment Maintenance Division of the Burlington Department of Public Works provides maintenance and repairs to the City's vehicles; and

WHEREAS, historically the division's expenditure lines exceeds budgeted amounts and are offset with additional revenue from user departments for whom the work is done; and

WHEREAS, in order to continue providing maintenance and repair services for the remainder of the fiscal year a budget amendment increasing the following DPW expenditure line items is needed: Repair & Maint Parts, \$40,000; Tires, \$7,500; Contract Vehicle Repair, \$30,000; Oil, Grease, Antifreeze, \$12,000; and

WHEREAS, the increase of \$40,000 in repair parts is needed to recognize the additional expenses associated with not being able to purchase new equipment, the increase in tire expenses is needed to replace several summer tire sets on police cruisers this spring, and the contract repair expenses are due to an engine overhaul on a recycling truck, multiple issues with a large front end loader and a rebuild of an existing backhoe; and

WHEREAS, expenditures are only made if there is offsetting revenue from a department to bill the expense to; and

WHEREAS, the Board of Finance reviewed this matter at its meeting on April 15, 2013 and, on the Mayor's proposal, unanimously recommended the approval of these expenditure line item budget amendments by the full City Council at its April 29, 2013 meeting;

NOW, THEREFORE BE IT RESOLVED that the City Council approves the proposed budget amendment and increases the Department of Public Works Equipment Maintenance Division's budget for vehicle and equipment repairs as follows:

APPROVAL OF PUBLIC WORKS DEPARTMENT  
BUDGET TO INCREASE VEHICLE MAINTENANCE  
BUDGET

Public Works Expenditure Budget

INCREASE:

19-151-6300_100	Repair & Maint Parts	\$	40,000.00
19-151-6216	Tires	\$	07,500.00
19-151-6620	Contract Vehicle Repair	\$	30,000.00
19-151-6216	Oil, Grease, Antifreeze	\$	12,000.00

lb/emb/c: Resolutions 2013/DPW – Amend Budget to Increase Vehicle Maintenance  
4/24/13

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6 **AUTHORIZATION TO ACCEPT STATE**  
7 **GRANT AMENDMENT ASSOCIATED**  
8 **WITH MODIFICATION OF U.S. CUSTOMS**  
9 **FACILITY AND INTERNATIONAL FLIGHTS AT**  
10 **BURLINGTON INTERNATIONAL AIRPORT**  
11  
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13

14 In the year Two Thousand Thirteen, resolved by the City Council of the City of Burlington, as  
15 follows, that:

16  
17 WHEREAS, the City of Burlington ("City") owns and operates the Burlington  
18 International Airport in South Burlington, Vermont ("Airport"); and

19 WHEREAS, the Interim Director of Aviation has determined that maintaining air service  
20 between Canada and Burlington, Vermont via Porter Air is in the best interest of the City, the  
21 traveling public and public airport purposes; and

22 WHEREAS, on May 17, 2012, the City received a Grant from the State of Vermont in  
23 the amount of \$105,200.00 to modify U.S. Customs facilities to better support international  
24 operations and U.S. Customs clearance related to Porter Air services ("Grant 07110-12-11"); and

25 WHEREAS, the State of Vermont is now offering an amendment to Grant 07110-12-11  
26 in the amount of \$150,000.00 to support further upgrades and continued air service from  
27 Toronto, Canada, for the period 2012-2013 ("Grant Amendment #1"); and

28 WHEREAS, the Airport's Interim Director of Aviation has deemed it prudent to accept  
29 Grant Amendment #1 in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00); and

30 WHEREAS, the Board of Airport Commissioners approved the acceptance of Grant  
31 Amendment #1 on April 15, 2013; and

32 WHEREAS, the Board of Finance approved the above referenced acceptance of Grant  
33 Amendment #1 on April 15, 2013,  
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7 **AUTHORIZATION TO ACCEPT STATE**  
8 **GRANT AMENDMENT ASSOCIATED**  
9 **WITH MODIFICATION OF U.S. CUSTOMS**  
10 **FACILITY AND INTERNATIONAL FLIGHTS AT**  
11 **BURLINGTON INTERNATIONAL AIRPORT**  
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15       NOW THEREFORE BE IT RESOLVED that the Mayor of the City of Burlington, Miro  
16 Weinberger, hereby is authorized to execute Grant Amendment #1 and any other documents  
17 necessary to facilitate acceptance of Grant Amendment #1, subject to prior review by the Chief  
18 Administrative Officer and the City Attorney as appropriate.

19  
20 NAME/PURPOSE OF CONTRACTS: Customs Facility Renovation  
21 Transportation services to terminal  
22 ADMINISTRATING DEPARTMENT: Airport  
23 CONTRACT TERM: Per agreement FY2013  
24 AMENDMENT AMOUNT: \$150,000.00  
25 SOURCE OF FUNDS: State of Vermont  
26 ACCOUNT NUMBER: 450-35-700.9500\_110  
27

28 200020-78 (Porter Air Grant)

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6 **AUTHORIZATION TO EXECUTE LEASE**  
7 **FOR VERIZON WIRELESS CELLULAR TOWER**  
8 **AT BURLINGTON INTERNATIONAL AIRPORT**  
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12 In the year Two Thousand Thirteen.....

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

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15 That WHEREAS, the City of Burlington (“City”) owns and operates the Burlington  
16 International Airport in South Burlington, Vermont (“Airport”), which includes a parking  
17 garage; and

18 WHEREAS, the NYNEX Mobile Limited Partnership (d/b/a Verizon Wireless), seeks to  
19 lease property on the top level of the Airport parking garage, at the total rental rate of \$24,000.00  
20 per year to be adjusted by 3% annually as described in a proposed lease, which when executed is  
21 intended to be effective June 1, 2013 and have a term of five years and one month, with two  
22 renewal terms of five years each (“Lease”); and

23 WHEREAS, the Interim Director of Aviation Gene Richards deems the Lease to be in the  
24 best interest of the City, Airport and public airport purposes; and

25 WHEREAS, the Board of Airport Commissioners approved of the Lease on March 18,  
26 2013; and

27 WHEREAS, the Board of Finance approved of the Lease on April 15, 2013,

28 NOW THEREFORE BE IT RESOLVED, that the Mayor of the City of Burlington, Miro  
29 Weinberger is authorized to execute the Lease between NYNEX Mobile Limited Partnership and  
30 the City of Burlington, and such other documents as will be required for the lawful culmination  
31 of said lease, all subject to the prior approval of the Chief Administrative Officer and the City  
32 Attorney as necessary.  
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7 **AUTHORIZATION TO EXECUTE LEASE**  
8 **FOR VERIZON WIRELESS CELLULAR TOWER**  
9 **AT BURLINGTON INTERNATIONAL AIRPORT**

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15 NAME/PURPOSE OF CONTRACTS:	NYNEX Mobile Limited Partnership
16 ADMINISTRATING DEPARTMENT:	Airport
17 CONTRACT AMOUNTS:	Per Agreement
18 CONTRACT TERM:	Five years and one month effective June 1, 2013
19 RENEWAL TERM:	Two, five years each
20 DESIGNATION OF FUNDS:	
21 FISCAL YEAR:	2013
22 ACCOUNT NAME:	Terminal Operations
23 ACCOUNT NUMBER:	400-35-430.4505

24

25 200020-185 ; Resolution – “Verizon Wireless” Lease Agreement

## BUILDING AND ROOFTOP LEASE AGREEMENT

This Building and Rooftop Lease Agreement (the "Agreement") made this \_\_\_\_ day of \_\_\_\_\_, 2013, between the **City of Burlington**, Airport Department d/b/a Burlington International Airport, with its principal offices located at 1200 Airport Drive, South Burlington, Vermont 05403, hereinafter designated "Lessor," and **NYNEX Mobile Limited Partnership 1** and **Cellco Partnership**, each d/b/a **Verizon Wireless**, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated "Lessee." Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

### WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.**

a. Lessor hereby leases to Lessee approximately 288 square feet of space for this installation, maintenance, use and operation of an equipment building (the "Equipment Space", measuring  $\pm 12' \times 24'$ ) on the roof of the parking structure that forms a component of Burlington International Airport (the "Building") located at 1200 Airport Drive, South Burlington, Chittenden County, Vermont, the underlying real property of which is legally described in **Exhibit "A"** attached hereto and made a part hereof (the Building and such real property are hereinafter sometimes collectively referred to as the "Property"), together with exterior space on the north, west and southeast stair towers of the Building for the installation, maintenance, use and operation of antennas, remote radioheads and other communications equipment and appurtenances (the "Antenna Space"), together with space in the equipment closet on the fifth floor (green roof level) of the southeast stair tower for the installation, maintenance, use and operation of remote radioheads and other communications equipment and appurtenances ("Closet Space"), together with such additional space within the Building and on the roof and exterior of the Building for the installation, operation and maintenance of wires, cables, cable tray, conduits and pipes (the "Cabling Space") running between and among the Equipment Space, the Closet Space and the Antenna Space and to and among all necessary electrical and telephone utility sources located within the Building or on the Property; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property and in and through the Building to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of Lessee's communications facility. The Equipment Space, Antenna Space, Closet Space and Cabling Space are hereinafter collectively referred to as the "Premises" and are as shown on **Exhibit "B"** attached hereto and made a part hereof.

b. Lessee agrees that its antennas mounted on the exterior of the north and west stair towers shall be painted to match the brick to which they will be affixed. Lessee agrees that its antennas mounted on the southeast stair tower shall be placed behind the existing mechanical screen wall, and that it shall replace the existing mechanical screen wall (at its

expense) with one made from RF transparent material (such as fiberglass) but which shall have a final, finished appearance that is substantially similar to the appearance of the existing mechanical screen wall. Lessee agrees that its equipment building shall be sided with materials that match the existing materials on the roof of the Building, as mutually agreed upon by the Parties.

c. Lessor shall permit Lessee to connect its equipment to Lessor's emergency backup generator, and grants to Lessee the right to draw up to 50 kW of power therefrom, for the purpose of providing backup electrical power to Lessee's communications equipment. Lessor and Lessee agree that the primary use of the Generator shall be to provide emergency back-up power to Lessor's facilities in the Building and to Lessee's communications facility located within the Premises. To the extent there is any excess capacity of the Generator beyond that dedicated for the primary use, Lessor may permit such excess capacity to be used as an emergency back-up power source for other facilities on the Property, subject to the condition that if, at any time, Lessee determines that any such excess use will interfere with or jeopardize the electrical output from the Generator necessary to provide emergency back-up power to Lessee's communications facility located within the Premises, then Lessor, immediately upon demand by Lessee, shall cause such excess use to cease. Lessor covenants that (x) it will maintain the Generator in good working order and repair and in compliance with all applicable federal, state, country and local laws, rules and regulations, and (y) it shall be responsible for providing adequate fuel for the full and proper operation of the Generator at all times.

d. In the event there are not sufficient electric and telephone utility sources located within the Building or on the Property, Lessor agrees to grant Lessee or the local utility provider the right to install such utilities on, over and/or under the Property and through the Building necessary for Lessee to operate its communications facility, provided the location of such utilities shall be as reasonably designated by Lessor.

2. DELIVERY. Lessor shall deliver the Premises to Lessee on the Commencement Date, as hereinafter defined, in a condition ready for Lessee's construction of its improvements and clean and free of debris. Lessor represents and warrants to Lessee that as of the Commencement Date, the existing structure of the Building (including without limitation the roof, foundations, exterior walls), the common areas and all Building systems (including, without limitation, the plumbing, electrical, ventilating, air conditioning, heating, and loading doors, if any) are (a) in good operating condition and free of any leakage; (b) in compliance with all Laws (as defined in Paragraph 34 below); and (c) free of all hazardous substances, as such term may be defined under any applicable federal, state or local law. If a breach of the representation and warranty contained in this Paragraph 2 is discovered at any time during the Term, as hereinafter defined, Lessor shall, promptly after receipt of written notice from Lessee setting forth a description of such non-compliance, rectify same at Lessor's expense. Lessor further represents and warrants to Lessee that Lessor has no knowledge of any claim having been made by any governmental agency that a violation of applicable building codes, regulations, or ordinances exists with regard to the Building, or any part thereof, as of the Commencement Date.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Twenty Four Thousand Dollars (\$24,000.00) to be paid in equal monthly installments of Two Thousand Dollars (\$2,000.00) on the first day of the month, in advance, to Lessor or to such other person, firm or place as Lessor may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 24 below. This Agreement shall commence based upon the date Lessee commences installation of the equipment on the Premises. In the event the date Lessee commences installation of the equipment on the Premises falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, this Agreement shall commence on the 1<sup>st</sup> of that month and if the date installation commences falls between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then this Agreement shall commence on the 1<sup>st</sup> day of the following month (either the "Commencement Date"). Lessor and Lessee agree that they shall acknowledge in writing the Commencement Date. Lessor and Lessee acknowledge and agree that initial rental payment(s) shall not actually be sent by Lessee until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, Lessee shall send to the Lessor the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, Lessee may pay rent by electronic funds transfer and in such event, Lessor agrees to provide to Lessee bank routing information for such purpose upon request of Lessee.

b. Lessor shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, Lessee shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by Lessee's installation. In the alternative, if permitted by the local utility company servicing the Premises, Lessee shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by Lessee's installation. In the event such sub-meter is installed, the Lessee shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the Lessee shall pay the Lessor thirty (30) days after receipt of an invoice from Lessor indicating the usage amount based upon Lessor's reading of the sub-meter. All invoices for power consumption shall be sent by Lessor to Lessee at: Verizon Wireless, P.O. Box 182727, Columbus, OH 43218. Lessee shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by Lessor. Lessee shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for two (2) additional five (5) year terms unless (a) Lessee is in default at the time of commencement of an extension term following written notice of default from Lessor and the expiration of the applicable cure period(s), or (b) Lessee or Lessor terminates this Agreement at the end of the

then current term by giving Lessor written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. RENT ESCALATION. Annual rental for each year of the Term (as hereinafter defined) shall be equal to one hundred three percent (103%) of the annual rental payable with respect to the immediately preceding year of the Term.

6. ADDITIONAL EXTENSIONS. If at the end of the second (2<sup>nd</sup>) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions on a month to month basis . Annual rental for each year for the holdover period shall be equal to 103% of the annual rental payable with respect to the immediately preceding year of the term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. Lessee shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which Lessor demonstrates is the result of Lessee's use of the Premises and/or the installation, maintenance, and operation of the Lessee's improvements, and any sales tax imposed on the rent (except to the extent that Lessee is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which Lessor demonstrates arises from the Lessee's improvements and/or Lessee's use of the Premises. Lessor and Lessee shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by Lessor or Lessee at the Property. Notwithstanding the foregoing, Lessee shall not have the obligation to pay any tax, assessment, or charge that Lessee is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making Lessee liable for any portion of Lessor's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, Lessor shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

Lessee shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which Lessee is wholly or partly responsible for payment. Lessor shall reasonably cooperate with Lessee at Lessee's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by Lessee, there is a reduction, credit or repayment received by the Lessor for any taxes previously paid by Lessee, Lessor agrees to promptly reimburse to Lessee the amount of said reduction, credit or repayment. In the event that Lessee does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, Lessor will pursue such dispute at Lessee's sole cost and expense upon written request of Lessee.

8. USE; GOVERNMENTAL APPROVALS. Lessee shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at Lessee's expense and their installation shall be at the discretion and option of Lessee. Lessee shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that Lessee's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit Lessee use of the Premises as set forth above. Lessor shall cooperate with Lessee in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by Lessee. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) Lessee determines that such Governmental Approvals may not be obtained in a timely manner; (iv) Lessee determines that any building structural analysis is unsatisfactory; (v) Lessee determines that the Premises are no longer technically compatible for its use, or (vi) Lessee, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, Lessee shall have the right to terminate this Agreement. Notice of Lessee's exercise of its right to terminate shall be given to Lessor in writing by certified mail, return receipt requested, and shall be effective fourteen (14) business days after mailing of such notice by Lessee, or upon such later date as designated by Lessee. All rentals paid to said termination date shall be retained by Lessor. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the Lessee shall have no further obligations for the payment of rent to Lessor.

9. MAINTENANCE.

a. During the Term, Lessee will maintain the non-structural portions of the Premises in good condition, reasonable wear and tear and casualty damage excepted, but excluding any items which are the responsibility of Lessor pursuant to Paragraph 9(b) below.

b. During the Term, Lessor shall maintain, in good operating condition and repair, the structural elements of the Building and the Premises, and all Building systems (including, but not limited to, the foundations, exterior walls, structural condition of interior bearing walls, exterior roof fire sprinkler and/or standpipe and hose or other automatic fire extinguishing system, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the common areas), the common areas and the Generator. Lessor shall repair any defect in the above within thirty (30) days, or such shorter period as may be required by any governmental authority having jurisdiction, after receipt of written notice from Lessee describing such defect, unless the defect constitutes an emergency, in which case Lessor shall cure the defect as quickly as possible, but not later than five (5) days after receipt of notice. If Lessor fails to make such repairs, Lessee may do so, and the reasonable

cost thereof shall be payable by Lessor to Lessee on demand together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws, or, at Lessee's option. In the event of an emergency, Lessee, at its option, may make such repairs at Lessor's expense, before giving any written notice, but Lessee shall notify Lessor in writing within three (3) business days following such emergency.

c. Subject to the terms of this provision, upon request of the Lessor, Lessee agrees to relocate its equipment on a temporary or permanent basis to another location on the Property, hereinafter referred to as a "Relocation," for the purpose of (i) in the case of a temporary relocation, Lessor performing maintenance, repair or similar work at the Property or in the Building, or (ii) in the case of a permanent relocation, Lessor expanding or otherwise modifying the Building, or (iii) Lessor requiring the Relocation in order to comply with any requirement of Federal, State or Local authorities and/or ensure safe, prudent operations at Burlington International Airport. In all cases, Lessee shall only agree to a Relocation upon the following terms and conditions:

- i. The Relocation is similar to Lessee's existing location in size and is fully compatible for Lessee's use, in Lessee's reasonable determination;
- ii. Lessor pays all reasonable costs incurred by Lessee for and in connection with relocating Lessee's equipment to the Relocation (including, without limitation, legal costs, engineering fees, permit fees and construction costs) and improving the Relocation so that it is fully compatible for the Lessee's use, in Lessee's reasonable determination;
- iii. Lessor gives Lessee at least thirty (30) days written notice prior to requiring Lessee to relocate, provided that Lessor acknowledges and agrees that Lessee will require longer advance notice to effect a permanent Relocation, and that Lessor shall not expand or otherwise modify the Building in a manner that is adverse to Lessee's communications facility until Lessee shall have had a reasonable opportunity to effect a Relocation as described herein;
- iv. Lessee's use at the Premises is not interrupted or diminished during the Relocation and Lessee is allowed, if necessary, in Lessee's reasonable determination, to place a temporary installation on the Property during any such Relocation;
- v. In the event of a temporary Relocation, upon the completion of any maintenance, repair or similar work by Lessor, Lessee is permitted to return to its original location from the temporary location with all reasonable costs for the same being paid by Lessor; and
- vi. In the event of a permanent Relocation, once the Relocation has been completed and Lessee's equipment at the new location is operational, any reasonable costs associated with removing or restoring the original location shall be paid by Lessor.

10. INDEMNIFICATION. Subject to Paragraph 11 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

11. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. Lessor and Lessee each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. Lessor and Lessee each agree that it will include the other Party as an additional insured.

c. In addition, Lessor shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Building at full replacement cost, as the same shall exist from time to time without a coinsurance feature. Lessor's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Building required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 30, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

13. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided Lessee is not in default hereunder beyond applicable notice and cure periods, Lessee shall have the right to terminate this Agreement upon the annual anniversary of the



Commencement Date provided that three (3) months prior notice is given to Lessor and provided that Lessee shall have paid a termination fee to Lessor in the amount of six (6) months' rent at the then applicable rate as additional rent.

14. INTERFERENCE. Lessee agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of Lessor or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed Lessee's equipment causes such interference, and after Lessor has notified Lessee in writing of such interference, Lessee will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Lessee's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will Lessor be entitled to terminate this Agreement or relocate the equipment as long as Lessee is making a good faith effort to remedy the interference issue. Lessor agrees that Lessor and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of Lessee. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

15. REMOVAL AT END OF TERM. Lessee, at its sole expense, shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of this Agreement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. Lessor agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of Lessee shall remain the personal property of Lessee and Lessee shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 34 below). If such time for removal causes Lessee to remain on the Premises after termination of this Agreement, Lessee shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

16. HOLDOVER. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 15 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, if Lessee holds over in violation of Paragraph 15 and this Paragraph 16, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 15 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

17. RIGHTS UPON SALE. Should Lessor, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Building thereon to a purchaser other than Lessee, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and or Property occupied by Lessee, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize Lessee's rights hereunder under the terms of this Agreement.

18. QUIET ENJOYMENT. Lessor covenants that Lessee, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. Lessor represents and warrants to Lessee as of the execution date of this Agreement, and covenants during the Term that Lessor is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. Lessor further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting Lessor's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by Lessee as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between Lessor and Lessee and that no verbal or oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may not be sold, assigned or transferred without the written consent of the Lessor, which such consent will not be unreasonably withheld, delayed or conditioned.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender,

addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

Lessor: City of Burlington, Airport Department  
1200 Airport Drive  
South Burlington, Vermont 05403

Lessee: NYNEX Mobile Limited Partnership 1  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. RECORDING. Lessor agrees to execute a Memorandum of this Agreement which Lessee may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

26. DEFAULT.

a. In the event there is a breach by Lessee with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, Lessor shall give Lessee written notice of such breach. After receipt of such written notice, Lessee shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided Lessee shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Lessee commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Lessor may not maintain any action or effect any remedies for default against Lessee unless and until Lessee has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by Lessor with respect to any of the provisions of this Agreement or its obligations under it, Lessee shall give Lessor written notice of such breach. After receipt of such written notice, Lessor shall have thirty (30) days in which to cure any such breach, provided Lessor shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Lessor commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Lessee may not maintain any action or effect any remedies for default against Lessor unless and until Lessor has failed to cure the

breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if Lessor fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by Lessor if the failure to perform such an obligation interferes with Lessee's ability to conduct its business in the Building; provided, however, that if the nature of Lessor's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

27. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, Lessor shall use reasonable efforts to mitigate its damages in connection with a default by Lessee.

28. ENVIRONMENTAL.

a. Lessee will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to any act or omission by Lessee, its employees, agents, representatives, contractors or subcontractors.

b. Lessor shall hold Lessee harmless and indemnify Lessee from and assume all duties, responsibility and liability at Lessor's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by Lessee; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Building or Property or activities conducted thereon, unless such environmental conditions are caused by Lessee.

c. Lessee shall hold Lessor harmless and indemnify Lessor from and assume all duties, responsibility and liability at Lessee's sole cost and expense, for all duties,

responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by Lessor; and b) any environmental or industrial hygiene conditions arising out of or in any way related to any act or omission by Lessee, its employees, agents, representatives, contractors or subcontractors, unless such environmental conditions are caused by Lessor.

29. CASUALTY. In the event of damage by fire or other casualty to the Building or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Lessee's operations at the Premises for more than forty-five (45) days, then Lessee may, at any time following such fire or other casualty, provided Lessor has not completed the restoration required to permit Lessee to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to Lessor. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which Lessee's use of the Premises is impaired.

30. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Building, Lessee, in Lessee's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt Lessee's operations at the Premises for more than forty-five (45) days, Lessee may, at Lessee's option, to be exercised in writing within fifteen (15) days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. Lessee may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If Lessee does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable floor area of the Premises taken bears to the total rentable floor area of the Premises. In the event that this Agreement is not terminated by reason

of such condemnation, Lessor shall promptly repair any damage to the Premises caused by such condemning authority.

31. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

32. APPLICABLE LAWS. During the Term, Lessor shall maintain the Property, the Building, Building systems, common areas of the Building, and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). Lessee shall, in respect to the condition of the Premises and at Lessee's sole cost and expense, comply with (a) all Laws relating solely to Lessee's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by Lessee in the Premises. It shall be Lessor's obligation to comply with all Laws relating to the Building in general, without regard to specific use (including, without limitation, modifications (at Lessee's sole expense) required to enable Lessee to obtain all necessary building permits).

33. LIVABLE WAGE. Concessionaire shall comply with the provisions of the City's Livable Wage Ordinance, including any amendments to that ordinance and any annual adjustments to the Livable Wage rate by the City. Concessionaire shall submit a Certification of Compliance, and that certification is hereby incorporated into this Agreement. Currently, the livable wage for employees who receive health care benefits is \$13.94 per hour. The livable wage for employees who do not receive health care benefits is \$17.71 per hour

34. SURVIVAL. The provisions of this Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement. They shall not affect or be utilized in the construction or interpretation of this Agreement.

*Signature Pages to Follow*

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**Lessor:**

City of Burlington

Witness \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At Burlington, in said County and State, this \_\_\_\_ day of \_\_\_\_\_, 2013 personally appeared \_\_\_\_\_, \_\_\_\_\_ of the City of Burlington, to me known, and he acknowledged this instrument, by him signed, to be his free act and deed individually and on behalf of the City of Burlington.

Before me \_\_\_\_\_  
Notary Public  
Commission Expires: \_\_\_\_\_

**Lessee:**

Cellco Partnership d/b/a Verizon Wireless

NYNEX Mobile Limited Partnership 1 d/b/a  
Verizon Wireless

By: Cellco Partnership, its General Partner

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
David R. Heverling  
Area Vice President Network

Date: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF WORCESTER, SS.

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned, personally appeared David R. Heverling, personally known to me to be the individual whose name is subscribed to the within instrument, and he acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the entities, Cellco Partnership, for itself and as the General Partner of NYNEX Mobile Limited Partnership 1, upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of Westborough, County of Worcester, Commonwealth of Massachusetts.

Before me: \_\_\_\_\_  
Notary Public  
Commission Expires:



**EXHIBIT "A"**  
**DESCRIPTION OF PROPERTY**

**EXHIBIT "B"**  
**SITE PLAN OF EQUIPMENT SPACE, CLOSET SPACE**  
**ANTENNA SPACE AND CABLING SPACE**

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5  
6 **APPROVAL OF ASSIGNMENT OF DOLLAR**  
7 **CAR RENTAL AGREEMENT TO ADVANTAGE CAR**  
8 **RENTAL AT THE BURLINGTON INTERNATIONAL**  
9 **AIRPORT**  
10  
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12  
13

14 In the year Two Thousand Thirteen.....

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

16  
17 That WHEREAS, the City of Burlington (“City”) owns and operates the Burlington  
18 International Airport in South Burlington, Vermont (“Airport”); and

19 WHEREAS, Hertz Corporation seeks to transfer the Dollar Car Rental brand to  
20 Advantage Car Rental as a result of United States Federal Trade Commission approval of Hertz’s  
21 acquisition of Dollar Thrifty; and

22 WHEREAS, the Interim Director of Aviation Gene Richards deems the above referenced  
23 lease transfer to be in the best interest of the City, Airport and public airport purpose; and

24 WHEREAS, the Board of Airport Commissioners, on March 18, 2013, approved of the  
25 above referenced lease transfer; and

26 WHEREAS, the Board of Finance, on April 15, 2013, approved the above referenced  
27 lease transfer,

28 NOW THEREFORE BE IT RESOLVED, that the assignment of the Agreement for Car  
29 Rental Concession and the Standard Temporary Ground Lease by and between the City and DTG  
30 Operations, Inc. d/b/a Dollar Rent A Car to SIMPLY WHEELZ LLC d/b/a Advantage Car  
31 Rental hereby is approved; and

32 BE IT FURTHER RESOLVED that the Mayor of the City of Burlington, hereby is  
33 authorized to execute any and all documents as will be required for the lawful assignment of  
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7 **APPROVAL OF ASSIGNMENT OF DOLLAR**  
8 **CAR RENTAL AGREEMENT TO ADVANTAGE CAR**  
9 **RENTAL AT THE BURLINGTON INTERNATIONAL**  
10 **AIRPORT**  
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15 those agreements, all subject to the prior approval of the Chief Administrative Officer and the  
16 City Attorney as necessary.

17  
18 NAME/PURPOSE OF CONTRACTS: Dollar Car Rental Transfer  
19 ADMINISTRATING DEPARTMENT: Airport  
20 CONTRACT AMOUNTS: Per Agreement  
21 CONTRACT TERM: May1, 2013 – June 31, 2015  
22 RENEWAL TERM: N/A  
23 DESIGNATION OF FUNDS:  
24 FISCAL YEAR: 2013  
25 ACCOUNT NAME: Terminal Operations  
26 ACCOUNT NUMBER: 400-35-430.4460  
27  
28 200020-78; Resolution – “Dollar Car Rental” Transfer

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DELIBERATIVE AGENDA  
SPECIAL CITY COUNCIL WORKSESSION  
CONFERENCE ROOM 12, CITY HALL  
MONDAY, JANUARY 28, 2013  
6:00 P.M. TO 7:00 P.M.

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1. AGENDA
2. DISCUSSION: Paul Sisson, Interim CAO, re: Pension (oral)
3. ADJOURNMENT

ADJOURNED MEETING, CITY COUNCIL  
CONTOIS AUDITORIUM, CITY HALL  
MONDAY, JANUARY 28, 2013  
7:19 P.M.

PRESENT: City Council President Shannon, Councilors Worden, Bushor, Tracy, Brennan, Siegel, Aubin, Mason, Blais, Paul, Dober, and Decelles; Councilor Kranichfeld (at 7:23p.m.); Councilor Hartnett (at 7:25p.m.)

CITY ATTORNEY'S OFFICE: Eileen Blackwood and Richard Haesler

CLERK/TREASURER'S OFFICE: Paul Sisson, Scott Schrader, Rich Goodwin and Lori Olberg

CITY COUNCIL PRESIDENT SHANNON PRESIDING:

1. AGENDA

On a motion by Councilors Siegel and Brennan the agenda was unanimously adopted as amended as follows: note **revised** version of consent agenda item 3.05. RESOLUTION: Budgetary Funds of \$8,400 for Appraisal of Two Taxable Student Apartment Complexes on the UVM Campus (Councilors Shannon, Bushor, Paul: Board of Finance); amend the action for consent agenda item 3.16. COMMUNICATION: Linda Ayer, Health Administrator, City of Burlington Board of Health, F-35 Joint Strike Fighter Resolution with the consent action to "waive the reading, accept the communication, place it on file **and refer to the Public Safety Committee to determine the next steps, if any;**" add to the consent agenda item 3.26. COMMUNICATION: Happy Tree, re: Gun Control with the consent action to "waive the reading, accept the communication and place it on file;" add to the consent agenda item 3.27. COMMUNICATION: David Ridge, re: Gun Ban with the consent action to "waive the reading, accept the communication and place it on file;" add to the consent agenda item 3.28. COMMUNICATION: Vance Wright, re: Gun Control with the consent action to "waive the reading, accept the communication and place it on file;" add to the consent agenda item 3.29. COMMUNICATION: ????, re: Gun Control with the consent action to "waive the reading, accept the communication and place it on file;" add to the consent agenda item 3.30. COMMUNICATION: John Smith, re: "Gun Control" laws at the city level with the consent action to "waive the reading, accept the communication and place it on file;" add to the consent agenda item 3.31. COMMUNICATION: Lissa Barnes, re: Gun Control with the consent action to "waive the reading, accept the communication and place it on file;" add to the consent agenda item 3.32. COMMUNICATION: James Ryan, re: Gun Control Legislation with the consent action to "waive the reading, accept the communication and place it on file;" note **proposed** amendments for agenda item 6. RESOLUTION: Changes to the Composition of the Ward Redistricting Committee (Councilors Shannon, Decelles, Bushor, Siegel); note **proposed** amendments for agenda item 7. RESOLUTION: Commission and Board Appointment Process (Councilors Siegel, Decelles, Hartnett, Paul); note **revised**

## Minutes, Adjourned Meeting, City Council, January 28, 2013

version of agenda item 8. RESOLUTION: Approval of Burlington International Airport Reorganizational Plan (Councilors Shannon, Bushor, Paul: Board of Finance).

Councilors Siegel requested that consent agenda items 3.02. RESOLUTION: Accepting Private and Corporate Funding for Church Street Marketplace Initiatives and Amending the FY 2013 Budget in Relation Thereto (Councilors Shannon, Bushor, Paul: Board of Finance) and 3.03. RESOLUTION: Acceptance of State of Vermont Grant from Department of Public Safety To Purchase License Plate Reader Equipment Councilors Shannon, Bushor, Paul: Board of Finance) be removed from the consent agenda and added to the Deliberative Agenda. City Council President Shannon stated they would be numbered as agenda items 7.01. and 7.02.

Councilor Bushor requested that the action for consent agenda item 3.25 needed to be changed. The current action was to refer to the Ordinance Committee, but she would prefer it go to the Planning Commission before the Ordinance Committee. They were the ones that made the proposed changes and there would be questions to the Planning Commission from Preservation Burlington. City Council President Shannon stated she would prefer to remove it from consent and put it on deliberative to debate the action. Councilor Bushor requested it be added as agenda item 7.03.

### 2. PUBLIC FORUM

City Council President Shannon opened the public forum at 7:28 p.m.

<u>Name</u>	<u>Ward/Affiliation</u>	<u>Subject</u>
Greg Epler-Wood	Ward 6 Resident	Burlington Telecom Co-op
Alan Matson	Ward 6 Resident	Burlington Telecom Co-op
Julie Hathaway	Ward 7 Resident	Board of Health Applicant

There being no one further coming forward and with no objection from the remaining Council, City Council President Shannon closed the public forum at 7:35 p.m.

### 3. CONSENT AGENDA

On a motion by Councilors Bushor and Dober the consent agenda was unanimously adopted as amended thus taking the following actions as indicated:

Councilor Mason stated that he was recusing himself from consent agenda item 3.17. because of a conflict with his law firm.

Councilor Worden stated that he was recusing himself from consent agenda item 3.08. because his firm was doing engineering work on the project.

3.01. COMMUNICATION: Lori Olberg, Licensing, Voting & Records Coordinator, re:  
Accountability List

\*waive the reading, accept the communication and place it on file

3.04. RESOLUTION: Approval of Eighth Amendment to Agreement of May 5, 1983, Between City of Burlington and Shelburne Limestone Corporation (Board of Finance)

\*waive the reading and adopt the resolution

Minutes, Adjourned Meeting, City Council, January 28, 2013

- 3.05. RESOLUTION: Budgetary Funds of \$8,400 for Appraisal of Two Taxable Student Apartment Complexes on the UVM Campus (Councilors Shannon, Bushor: Board of Finance)

\*waive the reading and adopt the resolution

- 3.06. RESOLUTION: Authorization to Contract for Garage Revenue Equipment at Burlington International Airport (Board of Finance)

\*waive the reading and adopt the resolution

- 3.07. COMMUNICATION: Gene Richards, Burlington International Airport, re: Finance Board Approval Request – Garage Revenue Equipment Upgrade

\*waive the reading, accept the communication and place it on file

- 3.08. RESOLUTION: Waterfront Access North Project (Councilors Shannon, Bushor, Paul: Board of Finance)

\*waive the reading and adopt the resolution

- 3.09. COMMUNICATION: Steve Goodkind, Director Public Works and Peter Owens, CEDO Director, re: Request to appropriate funds to complete final design for the Waterfront Access North project

\*waive the reading, accept the communication and place it on file

- 3.10. SPECIAL EVENT OUTDOOR ENTERTAINMENT PERMIT APPLICATION (2 days only):

Courtyard Burlington Harbor, 25 Cherry Street, Feb 1 and 2, 2013, 6 p.m. to 9 p.m., DJ

\*waive the reading, accept the communication, place it on file and approve the two day special event outdoor entertainment permit application for Courtyard Burlington Harbor

- 3.11. COMMUNICATION: Doug Morin, Member, Conservation Board, re: Resignation

\*waive the reading, accept the communication, place it on file, advertise the vacancy and send a letter of appreciation to Doug Morin thanking him for his time served on the Conservation Board

- 3.12. COMMUNICATION: Robert Boivin II, Chairman of the Board, Lamoille Valley Fish and Game Club, Inc., re: City Firearms Ban Agenda

\*waive the reading, accept the communication and place it on file

- 3.13. COMMUNICATION: John Vickery, City Assessor, re: Final 411 Form to State Tax Department

\*waive the reading, accept the communication and place it on file

- 3.14. COMMUNICATION: Lori Olberg, Licensing, Voting and Records Coordinator and Amy Bovee, Executive Secretary, re: Draft Minutes, Adjourned City Council, September 24, 2012

\*waive the reading, accept the communication, place it on file and adopt the minutes at the February 11, 2013 City Council Meeting

- 3.15. COMMUNICATION: William E. Johnson, Director, Property Valuation and Review, State of Vermont, Department of Taxes, re: Acknowledgement

\*waive the reading, accept the communication and place it on file

- 3.16. COMMUNICATION: Linda Ayer, Health Administrator, City of Burlington Board of Health, F-35 Joint Strike Fighter Resolution

Minutes, Adjourned Meeting, City Council, January 28, 2013

\*waive the reading, accept the communication and place it on file

3.17. COMMUNICATION: Chad Farrell, Principal, Encore Redevelopment to the Vermont Public Service Board, re: Proposed 146 k W Roof Mounted Solar Array at Flynn School, 1645 North Avenue, Burlington, VT

\*waive the reading, accept the communication and place it on file

3.18. COMMUNICATION: Peter DuBois, re: 2<sup>nd</sup> Amendment

\*waive the reading, accept the communication and place it on file

3.19. COMMUNICATION: VMCTA Executive Board, re: Membership

\*waive the reading, accept the communication, place it on file and send a copy to the Board of Finance for consideration

3.20. COMMUNICATION: Eddie Cutler, Legislative Director for the Gun Owners of Vermont, re: Opposition to the proposed semi-auto firearms ban in Burlington

\*waive the reading, accept the communication and place it on file

3.21. COMMUNICATION: Larry Correia, re: Monster Hunter Nation, an opinion on gun control

\*waive the reading, accept the communication and place it on file

3.22. COMMUNICATION: Fox News Article, re: Georgia mom home alone with kids shoots ex-con intruder

\*waive the reading, accept the communication and place it on file

3.23. COMMUNICATION: Anonymous, re: Charter change proposal

\*waive the reading, accept the communication and place it on file

3.24. COMMUNICATION: Lori Olberg, Licensing, Voting and Records Coordinator to Julia Curry, Ward Three Ward Clerk, re: Resignation

\*waive the reading, accept the communication, place it on file, place this vacancy on the March 5, 2013 Annual City Election ballot and send Julia Curry a letter of appreciation thanking her for her time served as Ward Three Ward Clerk

3.26. COMMUNICATION: Happy Tree, re: Gun Control

\*waive the reading, accept the communication and place it on file

3.27. COMMUNICATION: David Ridge, re: Gun Ban

\*waive the reading, accept the communication and place it on file

3.28. COMMUNICATION: Vance Wright, re: Gun Control

\*waive the reading, accept the communication and place it on file

3.29. COMMUNICATION: ????, re: Gun Control

\*waive the reading, accept the communication and place it on file

3.30. COMMUNICATION: John Smith, re: "Gun Control" laws at the city level

\*waive the reading, accept the communication and place it on file

3.31. COMMUNICATION: Lissa Barnes, re: Gun Control

\*waive the reading, accept the communication and place it on file



3.32. COMMUNICATION: James Ryan, re: Gun Control Legislation

\*waive the reading, accept the communication and place it on file

4. INDOOR ENTERTAINMENT PERMIT APPLICATION (2012-2013):

Crepemont LLC, d/b/a Mr. Crepe, 144 Church Street

Councilors Dober and Blais made a motion to approve the 2012-2013 Indoor Entertainment Permit Application for Mr. Crepe. The motion passed unanimously.

5. RESOLUTION: Waterfront and Downtown Public Investment Action Plan (PIAP)  
(Councilors Aubin, Paul, Brennan: Parks, Arts & Culture Committee;  
Councilors Bushor, Shannon)

Councilors Kranichfeld and Brennan made a motion to waive the reading and adopt the resolution.

Peter Owens, CEDO, stated that the resolution was to endorse and adopt the Public Investment Action Plan. It was designed to create a process for strategic and competitive ideas and proposals for public improvements in the Waterfront TIF district. It would be a two phased process with a 60 day concept period and a more detailed proposal period for finalists. It would advance through the Council and the Mayor's Office for a slate of public improvements to appear on the March 2014 ballot. There would be a five member Public Investment team that the Council would help to appoint.

Councilor Brennan stated that the Parks Arts and Culture Committee had been engaged in this process. It was an ambitious process and there had been a lot of work done in the past. He hoped the panel would keep that in mind. He hoped to engage in the process to create a vibrant Waterfront. He hoped that they would utilize work that had been done if it was possible. Construction documents were 90% completed and they had gone through design work. He was not committed to any tenants and cleaning up the Waterfront was key. The timeline was ambitious and they would need to work together. A 6<sup>th</sup> grade class from Hunt Middle School had contacted him and they hoped to be involved in the process. They had a lot of good ideas.

Councilor Tracy stated the process had been collaborative so far. He did have concerns about the timeline, but felt that the process would be open and would allow for public input. His continued concern involved ownership of the property and noted none of the documents specify ownership. Although that was not the intent at this point of the process, he hoped that consideration was not taken lightly. Public ownership and access were important.

Councilor Bushor stated that she felt good about the process. She noted a line in the resolution that discussed public engagement and felt that was very important. She reiterated Councilor Tracy's comments about accessibility, affordability, and public control of the structure. She liked the global approach of the entire Waterfront rather than just Moran. She did not want the Waterfront to become a parking lot. She hoped that both Church Street and the Waterfront could be grown and linked in a positive way. She inquired about a portion of the resolution noting that a similar process would be used for the Downtown TIF project and inquired if that process would be simultaneously. She also inquired about the ability to implement projects within the TIF timeline. Those submitting ideas would need to know that information. Mr. Owens stated the two TIF districts had different time frames. The Waterfront TIF was more pressing. They were obligated to incur debt to build the public improvements by the end of December of 2014. The slate of projects for Waterfront TIF would be on the ballot for March 2014. The Downtown TIF had an additional year and three months. They anticipated that the voters would weigh in on another slate of improvements at a different time for Downtown. Councilor Bushor stated that this was a tight time frame and she hoped that they could give themselves more breathing room for Downtown.

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She inquired about the ability to implement the projects in the TIF timeline. Mr. Owens stated they needed to incur debt, have projects far enough advanced that they knew what the cost was and obtain voter approval. Councilor Bushor inquired if permitting would have to be complete. Mr. Owens stated it would.

Councilor Siegel stated that there was precedent for extending the debt accrual period for a TIF and that Burlington might be applying for an extension. Mr. Owens stated there were discussions happening in the Legislature. There were six other municipalities running into the same problem. The time to incur debt encouraged municipalities to act recklessly. They would make an argument to the Legislature to have more flexibility. Councilor Siegel stated she had a concern about the recapture period if they extend the date where they accrued debt. Mr. Owens stated that any growth in tax increment would happen whether debt was incurred or not. Extending the period to incur debt would leave them one less year to pay back the debt. The load each year on the increment would be greater. It was still in their best interest to move forward as quickly as possible to maximize the benefit from the district. Councilor Siegel inquired if there was a way to request an extension of the recapture period. Mr. Owens stated that they had not specifically addressed that and it was all up to the Legislature. Mayor Weinberger stated it was possible to ask for anything. TIF reform was a controversial topic. The precedent had been to extend the accrual rather than extend the life of the TIF district. The Waterfront TIF district was more pressing because millions of dollars of funds for public investment had already been accrued. An extension of the period to incur the debt would give them the ability to go through the process and come to thoughtful decisions. Nathan Wildfire, CEDO, stated nationally, there were formats where a new investment in a TIF district started a new clock. In other cases, like Vermont, it did not. Having the ability to extend the timeline to incur debt was key. Councilor Siegel inquired how the Public Investment Team would be selected. She inquired what input the Council would be giving and what the criteria would be used to choose these members. She inquired about including a diverse group of people in the team. Mr. Owens stated that they would be looking for people with development and investment backgrounds. They would like to choose a group with Burlington's interests at heart. They should be able to rise above partisan issues and use the criteria laid out to make intelligent and thoughtful choices about what was in the best interests of the City. Councilor Siegel stated she appreciated that and there was a line about being representative of the community. There was a large portion of the community that did not get represented. Mr. Owens stated they would love help in identifying candidates that would bridge that gap. However, they needed to be able to make major financial recommendations.

Councilor Worden stated there had been a year of work on plans through PlanBTV with involvement of people throughout the City. It was good to have a plan in hand to move forward. This would be a venue to implement many of these ideas. Mr. Owens stated they had been thinking about how to move forward and this was an opportunity to use the PlanBTV blueprint.

Councilor Brennan stated that the Downtown TIF area cuts off before the Pine Street corridor being used for the Champlain Parkway. There had been conversations about expanding the horizons of the TIF to include more geographic area. Mr. Owens stated it was possible. The City said it wanted to use dollars in the broadest way possible and that the Legislature said it should be limited to things that were really necessary. Small changes could be made, but it might not be possible to expand it to the Railyard Enterprise Project. Councilor Brennan inquired if members of the Public Investment Team would be excluded from putting forward projects. Mr. Owens stated that they would be and there would be conflict of interest requirements.

Councilor Bushor stated that each Councilor could put forward names of people for the team. It was hard to find people with both skill sets. Some had great ideas about planning without the financial background and vice versa. She would like to encourage them to submit their names to let the Administration decide. She was unsure what the depth of the financial background needed to be. Mr. Owens stated it was going to require a balance. Some might have strengths in certain areas, but they needed to be able to converse in

Minutes, Adjourned Meeting, City Council, January 28, 2013

financial matters. Councilor Bushor inquired who names should be submitted to. Mr. Owens stated he would take any names.

City Council President Shannon stated she also had concerns about finding people. She had been trying to think of someone with the right mix of skills and hoped they did not have a group of all like-minded people. Including people with vision and an in-depth feel for Burlington was very important.

Councilor Hartnett stated that this was a great process and there would be plenty of time to vet this issue. He suggested Councilors put forth the names of any people they think would be good and let the process play itself out.

City Council President Shannon inquired if the Council and community would have opportunity to submit names, but the Administration would be selecting the team. Mr. Owens stated that was correct.

The motion passed unanimously.

5.01. COMMUNICATION: Peter Owens, CEDO Director, re: Request to approve Waterfront and Downtown Public Investment Action Plan (PIAP) process

Councilors Kranichfeld and Brennan made a motion to waive the reading, accept the communication and place it on file. The motion passed unanimously.

6. RESOLUTION: Changes to the Composition of the Ward Redistricting Committee (Councilors Shannon, Decelles, Bushor, Siegel)

Councilors Bushor and Decelles made a motion to waive the reading and adopt the resolution.

Councilor Bushor stated they brought a proposal forward to the Council and ended up sending it back to Committee for further debate. This addressed the citizens' desire for involvement in the process. Citizens also wanted more time. This resolution broadened the makeup of the Committee by adding members from each NPA, keeping the existing committee intact, and hiring the facilitator to lead the process. It did not please everyone. There had been discussions about whether or not City Councilors should be involved and how many citizens should be involved. This was what they settled on.

Councilors Blais and Hartnett made a motion to amend the resolution to make it clear the citizen member be elected by the NPA not simply appointed.

Councilor Blais stated he was sure that the makers of the resolution intended that citizens be chosen by election, but wanted to ensure it. The Ward 6 NPA had already selected its member by election, and that was the best way to do it.

The motion to amend the resolution passed unanimously.

The motion to adopt the resolution, as amended, passed unanimously.

7. RESOLUTION: Commission and Board Appointment Process (Councilors Siegel, Decelles, Hartnett, Paul)

Councilors Decelles and Hartnett made a motion to waive the reading and adopt the resolution.

Councilor Decelles stated in his time on the Council, there had been a status quo about how to move forward with Commission appointments. There were bargaining teams that met privately. It was not a

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perfect scenario. This could be done better and differently, as well as being more open. This would be referred to the Charter Change Committee. He welcomed ideas about how to make this better for the public.

City Council President Shannon inquired if this would be referred to the Charter Change Committee with a report due back date of December 2013. Councilor Siegel stated she would put forth an amendment. Part would be to refer it to the Charter Change Committee to look at the broader structure of Commissions and Boards.

Councilors Siegel and Brennan made a motion to amend the resolution to revise the language in the resolution regarding political affiliation on the application to add clarity. She also added language to the resolution to clarify the process. There would be two work sessions. One would be for Department Heads to outline the mission of their Commissions and any special skills they were looking for. Candidates would also be able to talk to the Council. They would then hold a second work session during which they select the slate.

Councilor Hartnett inquired if this had to go to the Charter Change Committee. City Council President Shannon stated during the Council retreat, they agreed to discuss the issue in the Charter Change Committee. This resolution had a resolved clause that referred a portion to the Charter Change Committee. Councilor Siegel stated this would institute a pilot project. The Charter Change Committee would be responsible for evaluating the process and functionality of the Commissions.

Councilor Mason raised a point of order and stated there was a portion of the ordinance that required party affiliation be asked for on the application. He inquired if they could make this change without going through an ordinance change. City Attorney Blackwood stated that it would raise problems. There was a portion of the Charter that said that there should never be more than 2/3 of members of a single board from the same political party.

Councilor Hartnett stated he did not support this amendment. He was glad they were addressing this problem. It made no sense not to support the amendment if they had to send it to the Charter Change Committee. City Council President Shannon stated that sending it to the Charter Change Committee would require a motion.

Councilor Mason made a motion to send the resolution to the Charter Change Committee. He stated this merits a public discussion to address several issues that were brought up during the Council Retreat. Councilor Mason withdrew his amendment.

Councilor Dober inquired if this could be implemented before it went through a Charter Change. City Council President Shannon stated that there had not been a full review of this proposal under the Charter.

Councilor Bushor stated some of this involved the Charter and some did not. She stated she could not support the amendment as proposed because of the information provided by the City Attorney. If this amendment failed she would like to come back to the process regarding Commissions and Boards.

Councilor Siegel stated she hoped that they could pass a portion of the resolution and refer the rest to the Charter Change Committee, but was unsure what the process would be to do that.

Councilor Brennan stated that number 1 in the resolution was in conflict. He suggested they divide the question and move all items except number 1. Councilor Siegel withdrew her portion of the amendment that addressed item 1.



## Minutes, Adjourned Meeting, City Council, January 28, 2013

City Council President Shannon stated she had concerns with designating the first two work sessions in May. There were times when things came up and they needed to have work sessions for other things. There might also be budget discussions at that time.

Councilor Brennan stated it was vital to have these work sessions. Everyone who served on commissions spend hours waiting to be confirmed and then serving the City. Creating a better process in appointing these individuals to give everyone a fair opportunity was vital. That was the intent of the resolution.

Councilor Decelles stated he recognized the concerns, but it was difficult to meet all of the candidates and remember them. There could be special work sessions called to handle this. He felt that this was a worthy goal.

Councilor Dober stated that his understanding was that Councilor Siegel wanted to send item 1 to the Charter Change Committee and have items 2-4 to be implemented immediately. City Council President Shannon stated there were amendments to items 1, 3, and 4. Because there were concerns about item 1, Councilor Siegel withdrew that amendment. The vote would only be on amendments to items 3 and 4.

Councilor Mason stated that this probably would not work. They deal with Commission appointments all year long. This only addressed annual appointments. He was in favor of reform, but felt that this was rushed. He would not support this because it was only half of the plan.

Councilor Hartnett stated the frustration about this process had been there for a long time. Half a plan was better than no plan at all. There were individual appointments during the year and there was no proposal to change that plan. Sending this to the Charter Change Committee to make a plan would be a good thing. They needed to do something about this and he did not want this to wait another year.

The motion to amend the resolution passed by a vote of 12-2 with City Council President Shannon and Councilor Mason voting against.

Councilor Worden stated he had served on Boards and Commissions for a number of years and had never felt clear on the process. He would like to see some changes and would love to expedite something with more inclusive input. He supported the idea behind this. It felt like a rushed process as applications come in throughout the year. It might make sense to have a longer process to get to know the candidates better. This would result in a more clear and transparent process for those participating.

Councilors Mason and Hartnett made a motion to refer the resolution to the Charter Change Committee with a report due back date of March 11.

Councilor Bushor stated she would support the motion. She hoped the Charter Change Committee would bring back the one year pilot appointment process in time for the next commission appointment process.

City Council President Shannon stated she hoped there would be discussion about when the work sessions would take place.

Councilor Siegel stated she would support this move and noted there was a meeting scheduled next week. She suggested Councilors bring forward any ideas they have as soon as possible.

Councilor Blais stated the Charter Change Committee should feel free to address issues beyond the scope of the resolution.

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Councilor Dober stated the idea of term limits made him cringe. There was an incredible amount of talent in Burlington and some committees had an extreme amount of history. Historical knowledge could help make change in the future.

Councilor Decelles suggested that Councilors send questions to the Charter Change Committee so it would become a part of their packet.

Councilors Decelles and Hartnett amended their motion to refer the entire resolution to the Charter Change Committee.

City Council President Shannon requested this resolution be sent to all Commissioners to let them know it would be discussed in the Charter Change Committee.

The motion passed unanimously.

7.01. RESOLUTION (originally 3.02.): Accepting Private and Corporate Funding for Church Street Marketplace Initiatives and Amending the FY 2013 Budget In Relation Thereto (Councilors Shannon, Bushor, Paul: Board of Finance)

Councilors Bushor and Dober made a motion to waive the reading and adopt the resolution.

Councilor Siegel stated she supported the resolution but was disgusted when she saw Fairpoint signs projected on buildings during the Winter Tree Lighting Festival. She did not want public space to be commercialized to that extent. This resolution just adjusted the budget to accept money that was already received. It was a difficult balance to find money to support public spaces and commercial enterprises, but that type of corporate commercialization was not the Burlington she wanted to live in.

The motion passed unanimously.

7.02. RESOLUTION (originally 3.03.): Acceptance of State of Vermont Grant from Department of Public Safety To Purchase License Plate Reader Equipment (Councilors Shannon, Bushor, Paul: Board of Finance)

Councilors Bushor and Decelles made a motion to waive the reading and adopt the resolution.

Councilor Siegel inquired about the Police Department following established State-wide privacy and Civil Rights policies. She spoke with Chief Schirling about these policies. He stated that all LPRs were connected to a State System. Burlington did not maintain those records. They could only be accessed for law enforcement activities and investigations. There were electronic audit trails showing who had logged onto the system, when, and what they accessed. The Legislature was working on a legal framework for records and retention. She stated that she found this helpful and that they were statewide policies.

Councilors Brennan and Siegel made a motion to table the resolution to allow for further discussion. The motion failed by a vote of 10-4 with Councilors Brennan, Tracy, Siegel, and Worden voting in favor.

Councilor Bushor stated they had license plate reader equipment in place. This was an additional piece of equipment and not a new addition to the Police Force. The policies about civil rights were germane to conversations surrounding this.

The motion passed by a vote of 13-1 with Councilor Brennan voting against.

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- 7.03. COMMUNICATION: (originally 3.25): Mathew Viens, President, Preservation Burlington to Yves Bradley, Chair, Burlington Planning Commission, re: Historic Building Materials Replacement Policy

Councilor Bushor stated she had a process issue. When she had discussed the amendment to the action, City Council President Shannon had referenced a desire to keep the action as written in the agenda. She requested an explanation of the reasoning for this. City Council President Shannon stated she had sent this item to the City Attorney's Office. She wanted the Ordinance Committee to oversee the process. It was addressed to the Planning Commission. This was directed by the Planning Commission to the Development Review Board. She did not object to changing the Ordinance, but she was concerned that they had made a change that had not been considered by the Ordinance Committee. She recommended that they invite the Chair of the Planning Commission.

Councilor Mason stated it appeared this was a policy of the Planning Commission that was in conflict with an existing ordinance. That was a legal issue that should be addressed by the City Attorney's Office. City Attorney Blackwood stated this issue had been referred to her office. They were nearly prepared to discuss it. There were a number of Boards involved. She was not yet sure what the best process to resolve this would be.

City Council President Shannon inquired if a motion to refer to the City Attorney's Office would be appropriate.

Councilors Bushor and Dober made a motion to refer the communication to the City Attorney's Office for a report due back to the City Council at the February 11, 2013 Meeting. The motion passed unanimously.

On a motion by Councilors Dober and Hartnett, the City Council meeting was recessed at 8:55 p.m. to address the City Council with Mayor Presiding Meeting.

The meeting was reconvened at 9:10 p.m.

City Council President Shannon noted that they had failed to act on a technical correction to agenda item 5 and that the date in the resolution would need to be changed.

8. RESOLUTION: Approval of Burlington International Airport Reorganizational Plan (Councilors Shannon, Bushor: Board of Finance)

Councilors Bushor and Dober made a motion to waive the reading and adopt the resolution.

Councilor Bushor requested that the Airport speak to the rationale and vision behind this reorganization.

Councilor Hartnett inquired if they expected to have the executive session. City Council President Shannon stated the majority of the discussion would take place in open session.

Gene Richards, Interim Aviation Director, stated that this was one of his biggest initiatives at the Airport and would have the best long term results. This would make checks and balances different. The first was at the finance end. The Director of Finance and Administration position would be shifted to have a CPA level person working more closely with City Hall. It would make it easier for everyone to understand the Airport. The process was rather simple but had been made harder over the years. As an Airport Commissioner, he felt he was never able to understand Airport Finance, and this would improve that by putting everything into one set of books. It would result in potential savings. They were also bringing marketing to the Airport. They were not marketing themselves well and would need to put resources into

Minutes, Adjourned Meeting, City Council, January 28, 2013

this area. He would be returning during budget time, but this was the first step. Other positions included in this were vacant positions. The major pieces were better accountability in finance and marketing.

Mayor Weinberger stated the Airport had brought Delta service to Atlanta back. This would be the first increase in air service since the beginning of the recession. It would also be a larger service with a 140 seat jet. Mr. Richards stated they had one year to take advantage of this opportunity.

Councilor Brennan stated he appreciated their efforts and saw a shifting of responsibilities at City Hall. He inquired how that extra burden would be absorbed by the Clerk/Treasurer's Office. Interim CAO Sisson stated that they had the capacity to handle this work and have always supported them. They had a new senior accountant who was a CPA. She would be re-tasked with helping the Airport, which would free up time for the person who used to do this work. With New World implementation being mostly complete, they were finding they did have the capacity to do more for the Airport. The Airport was also handling things that it did not used to do. Both Departments are satisfied with the division of labor.

Councilor Dober stated the presentation and level of detail in the new system was much better.

The motion passed unanimously.

- 8.01. COMMUNICATION: Gene Richards, Interim Director of Aviation, re: Finance Board Approval Request – Reorganization

On a motion by Councilors Bushor and Dober, the Council voted unanimously to waive the reading, accept the communication and place it on file.

- 8.02. COMMUNICATION: Julie Hulburd, Human Resources Generalist and Susan Leonard, Human Resources Director, re: Reorganization of the Burlington International Airport Personnel

On a motion by Councilors Bushor and Dober, the Council voted unanimously to waive the reading, accept the communication and place it on file.

City Council President Shannon stated the expected executive session would address a contract issue with a current City employee.

Councilors Paul and Blais made a motion to address agenda items 9-11 before entering executive session. The motion passed unanimously.

On a motion by Councilors Bushor and Dober the City Council went into executive session at 9:37 p.m., premature disclosure would place the City at a substantial disadvantage. Present were: all Councilors, Mayor Weinberger; Mike Kanarick, Mayor's Office; Susan Leonard, HR; Gene Richards, Heather Kendrew, Airport; Interim CAO Sisson; ACAO Schrader; ACAO Goodwin; City Attorney Blackwood

**\* \* \* \* EXPECTED EXECUTIVE SESSION \* \* \* \***

On a motion by Councilors Bushor and Dober the City Council went out of executive session at 9:55 p.m.

9. COMMITTEE REPORTS (5 mins.)

Councilor Worden stated the CDNR Committee held a meeting to organize themselves. They intended to meet on a monthly basis.



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City Council President Shannon stated that the Auditor would be attending a work session to discuss the audit. The City Council would be going paperless at the next meeting and would not receive a paper packet. The Clerk's Office has ordered laptops and they should arrive next week. She suggested Councilors download the materials before the meeting in case there were problems with the wireless connection. Councilor Dober inquired if individual agenda items were going to be clickable or if they would use a continuous PDF. ACAO Schrader stated they would be clickable. Councilor Dober stated that the Airport uses the hotspot on a continuous PDF and it worked well.

10. COMMUNICATION: City Councilors, re: General City Affairs (oral)(10 mins.)

Councilor Bushor stated there was a comment at the Retirement Work Session about a need to generate more money. Ward 1 has a number of new housing projects that would be completed in the next few years. One is on Grove Street with 288 housing units, another is on Colchester Avenue, and a third on Riverside Avenue with 58 units. This was challenging as the Redistricting Committee start to think about where to draw ward lines. It is an exciting and challenging time in Ward 1.

Councilor Hartnett stated he had a conversation with a *Seven Days* reporter where he was asked about Councilor Bushor's Council race. He made a comment that was meant to be tongue in cheek, but it came across as very disrespectful. He apologized for his remarks.

11. COMMUNICATION: Mayor Weinberger, re: General City Affairs (oral)(5 mins.)

Mayor Weinberger stated that there were a number of events taking place including the 18<sup>th</sup> Annual Penguin Plunge. There would be a conversation with the Burlington Schools hosted by the Partnership for Change. This would focus on what knowledge high school students should be graduating with in this era. Additionally, there was an exciting initiative led by CEDO called Popup Moran. It would include hot chocolate, a bonfire with s'mores, live music, art exhibits and an outdoor skating rink. The idea was to use the Northern Waterfront in a new way in anticipation of the changes they were hopeful would be coming soon. The next step would be to start the Request for Comment period.

The Airport had added one additional flight to Atlanta and back. It was estimated that this would increase enplanements at the Airport by about 30,000. That was a significant number. At the Airport's height, it had about 800,000 enplanements, but that had dropped to about 680,000 since the beginning of the recession. This was the first substantial increase in service since that time. Things were turning around at the Airport in significant ways.

Mayor Weinberger had been involved in the creation of a Vermont Mayor's Coalition which included the seven other Mayors in Vermont. They would be meeting monthly throughout the legislative session. They support TIF reform and several public safety initiatives. They were also looking at reforming the way that State Tax Credits work. He would be meeting with the woman who had submitted a bill to change the way license plate information was stored and Chief Schirling would be giving input.

Mayor Weinberger attended the winter meeting of the U.S. Conference of Mayors and the Mayors' Innovation Project; past Mayors had been involved in this group. They had been focused on the threat to tax exempt bonding authority for municipalities that is at stake. With current interest rates, it would likely reduce their bonding ability by about 25%.

The Department of Public Works had been making progress on repairing potholes. The SeeClickFix effort had started to take hold and was an important tool for making City government more effective. They were pushing to include other departments in this effort. Burlington Electric, Parks and Recreation, and the Airport would be working to use this program.

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Mayor Weinberger stated that the audit would be finished tomorrow. Interim CAO Sisson has led a long effort and they were able to include the financial statements included in the annual report for the first time in many years. With everything the CAO's Office has faced, it had been a strong push and was an important milestone.

Brian Pine, a CEDO employee, was honored with the Tim McKenzie award at the Champlain Housing Trust to honor his lifelong commitment to perpetual affordability. The Mayor congratulated Brian.

12. ADJOURNMENT

Without objection, City Council President Shannon adjourned the City Council meeting at 9:55p.m.

Attest:

 Lori Olberg, Licensing, Voting & Records Coordinator and  Amy Bovee, Executive Secretary

BOARD OF CIVIL AUTHORITY  
MONDAY, JANUARY 28, 2013  
9:03 P.M.

PRESENT: see above

MAYOR WEINBERGER PRESIDING:

1. AGENDA

On a motion by Board of Civil Authority Members Bushor and Hartnett the agenda was adopted as is.

2. REQUEST FOR REVIEW OF BOARD OF TAX APPEAL DECISION:

Burlington Town Center Office Building – 044-4-004-001, 101 Cherry Street

Councilor Bushor and City Council President Shannon made a motion to deny the request.

Councilor Dober requested that the City Assessor explain the situation. John Vickery, City Assessor, stated this request came from the taxpayer. The Board of Civil Authority created the Board of Tax Appeals to hold hearings. The Board of Tax Appeals holds a hearing and the applicant is then allowed to go to Court or appeal to the State Tax Appeal Board. There is also a provision that the Board of Civil Authority may consider hearing the appeal again at the local level, although it is uncommon. If there is a feeling that the Board was unfair in its proceedings, the Board of Civil Authority may choose to hold a hearing.

Councilor Bushor inquired if her motion to deny must be based on some criteria. Assistant City Attorney Haesler stated that no reason was needed. The Board of Civil Authority might grant or deny a review. In this case, the vote was not unanimous, so the request was made under the Charter Provisions. It was there as a safeguard for fairness, but an underlying reason was not required. Councilor Bushor stated her motion to deny was based on the information provided in the packet.

The motion passed unanimously.

2.01. COMMUNICATION: P. Michael Majury, Property Tax Manager, GGP, re:  
Burlington Town Center Office Building – 044-4-004-001  
101 Cherry Street

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Councilor Bushor and City Council President Shannon made a motion to waive the reading, accept the communication and place it on file. The motion passed unanimously.

2.02. COMMUNICATION: Richard W. Haesler, Esq., Asst. City Attorney, re: Request for Hearing

Councilor Bushor and City Council President Shannon made a motion to waive the reading, accept the communication and place it on file. The motion passed unanimously.

2.03. COMMUNICATION: John Vickery, City Assessor, re: Assessor's response to Burlington Town Centers request for a hearing before the Board of Civil Authority

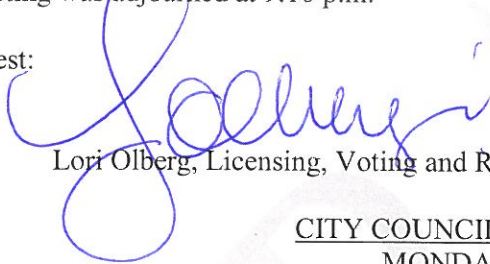
Councilor Bushor and City Council President Shannon made a motion to waive the reading, accept the communication and place it on file. The motion passed unanimously.

3. ADJOURNMENT

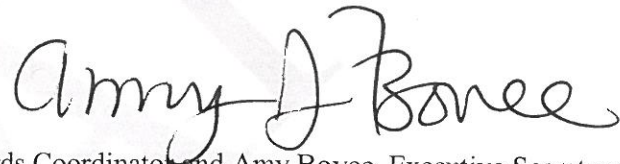
Without objection, Mayor Weinberger adjourned the Board of Civil Authority Meeting at 9:08 p.m.

The Board of Civil Authority Meeting was reconvened at 9:10 p.m. to accept the communications. The meeting was adjourned at 9:10 p.m.

Attest:



Lori Olberg, Licensing, Voting and Records Coordinator and Amy Bovee, Executive Secretary



CITY COUNCIL WITH MAYOR PRESIDING  
MONDAY, JANUARY 28, 2013

8:55 P.M.

PRESENT: see above

MAYOR WEINBERGER PRESIDING:

1. AGENDA

On a motion by Councilors Tracy and Dober the agenda was adopted as is.

2. CONSENT AGENDA

On a motion by Councilors Tracy and Dober the consent agenda was unanimously adopted thus taking the following actions as indicated:

2.01. COMMUNICATION: Clerk/Treasurer's Office, re: Openings, Burlington City Commissions/Boards

\*waive the reading, accept the communication and place it on file

3. APPOINTMENT: Board of Health (Term expires 6/30/13)

Councilor Decelles nominated Julie Hathaway.



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Councilor Siegel nominated Rebecca Lee.

Councilor Worden nominated Benjamin Chichanowski.

City Council President Shannon stated this was an incredible pool of applicants. She thanked everyone who applied and stated it would be a difficult decision for everybody.

Kristin Stephenson, Board of Health Applicant, stated it sounded like they had a number of qualified applicants and she appreciated the chance to address the Council even though she was not nominated.

Councilor Siegel stated she had conversations with both Julie Hathaway and Rebecca Lee. She would support Julie, though she told Rebecca she would nominate her. One thing they needed to make clear in the process was that applicants needed to find someone to nominate them in advance. Nominating someone did not mean that you would vote for them. It might help them get to the table. Julie was the best qualified in her experience and ability to work in a group.

Councilor Hartnett stated that he was glad they have had a chance to talk about how confusing the process was. Someone who had not been nominated came to speak to the Council. This showed that they have not done a good job describing the process to the public. He looked forward to this issue being addressed.

Councilor Worden stated this illustrated that it was important to get input from Chairs or staff people of Committees about what qualities were needed based on the makeup of the group. He was pleased so many people volunteered their time.

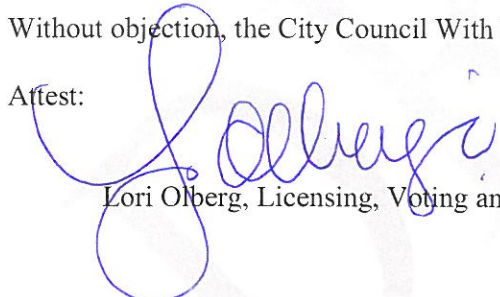
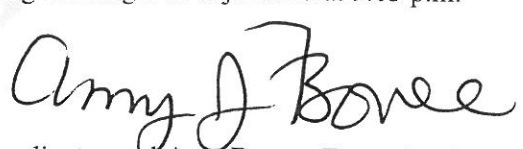
Julie Hathaway received 13 votes.

Julie Hathaway was appointed to the Board of Health.

4. ADJOURNMENT

Without objection, the City Council With Mayor Presiding meeting was adjourned at 9:03 p.m.

Attest:

 Lori Olberg, Licensing, Voting and Records Coordinator and  Amy Bovee, Executive Secretary

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DELIBERATIVE AGENDA  
SPECIAL CITY COUNCIL WORKSESSION  
CONFERENCE ROOM 12, CITY HALL  
MONDAY, FEBRUARY 11, 2013  
6:00 P.M. – 7:00 P.M.

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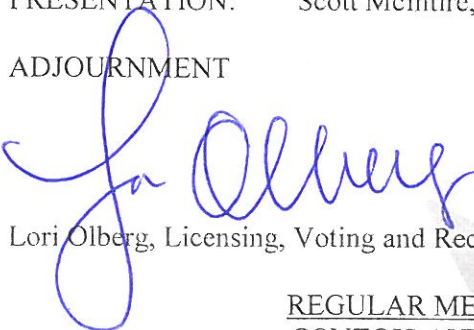

PRESENT: City Council President Shannon; Councilors Blais, Brennan, Siegel, Paul, Bushor, Tracy, Worden and Dober; Councilor Mason (6:10 p.m.), Councilor Aubin (6:25p.m.)

ABSENT: Councilors Decelles, Hartnett and Kranichfeld

CITY COUNCIL PRESIDENT SHANNON PRESIDING:

1. AGENDA
2. PRESENTATION: Scott McIntire, Auditor, re: Fiscal 12 Audit Reports (oral)
3. ADJOURNMENT

Attest:

   
Lori Olberg, Licensing, Voting and Records Coordinator and Amy Bovee, Executive Secretary

REGULAR MEETING, CITY COUNCIL  
CONTOIS AUDITORIUM, CITY HALL  
MONDAY, FEBRUARY 11, 2013  
7:20 P.M.

PRESENT: City Council President Shannon; Councilors Worden, Bushor, Tracy, Kranichfeld, Brennan, Siegel, Aubin, Mason, Blais, Paul, Dober and Hartnett

ABSENT: Councilor Decelles

CITY ATTORNEY'S OFFICE: Eileen Blackwood and Gregg Meyer

CLERK/TREASURER'S OFFICE: Paul Sisson; Rich Goodwin, Scott Schrader and Lori Olberg

CITY COUNCIL PRESIDENT SHANNON PRESIDING:

1. AGENDA

Councilors Siegel and Bushor made a motion to remove item 3.20 from the consent agenda and add it to the Deliberative Agenda as item 4.1.

On a motion by Councilors Kranichfeld and Siegel the agenda was adopted as amended.

2. PUBLIC FORUM

City Council President Shannon opened the public forum at 7:30 p.m.

<u>Name</u>	<u>Ward/Affiliation</u>	<u>Subject</u>
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Minutes, Regular City Council Meeting, February 11, 2013

Sandy Wynne	Ward 1 Resident	Fair Trade
Marc Sherman	Ward 7 Resident/ Outdoor Gear Exchange	In favor of Church Street Trespass Ordinance
Andy Simon	350 Vermont/Ward 5 Resident	Tar Sands Teach-in Feb 27
Jordan Redell	Ward 1 Resident	Involve Students with Quality of Life Issues
Robin Lloyd		One Billion Rising Event

With no one further coming forward and no objection from the remaining Council, City Council President Shannon closed the public forum at 7:43 p.m.

3. CONSENT AGENDA

On a motion by Councilors Kranichfeld and Bushor the consent agenda was unanimously adopted thus taking the following actions as indicated:

- 3.01. COMMUNICATION: Lori Olberg, Licensing, Voting & Records Coordinator, re: Accountability List  
\*waive the reading, accept the communication and place it on file
- 3.02. ORDINANCE: BUILDINGS AND BUILDING CONSTRUCTION – Building Codes Adopted (Councilors Paul, Mason)  
\*consider this 1<sup>st</sup> reading and refer to the Ordinance Committee
- 3.03. RESOLUTION: Compensation Adjustment for Officer Kratchovil Burlington Police Department (Board of Finance)  
\*waive the reading and adopt the resolution
- 3.04. RESOLUTION: Approving the Pledging of the Credit of the City in Anticipation of the Receipt of Revenue From The Electric Department (Board of Finance: pending BOF approval on 02/11/13)  
\*waive the reading and adopt the resolution
- 3.05. COMMUNICATION: Barbara L. Grimes, General Manager, BED, re: Revenue Anticipation Note  
\*waive the reading, accept the communication and place it on file
- 3.06. COMMUNICATION: Lori Olberg, Licensing, Voting and Records Coordinator and Amy Bovee, Executive Secretary, re: Draft Minutes, Adjourned City Council, September 24, 2012  
\*waive the reading, accept the communication, place it on file and adopt the minutes as received at the January 28, 2013 City Council Meeting
- 3.07. COMMUNICATION: Eileen M. Blackwood, Esq., City Attorney, re: Welcome to New City Employee Kimberlee J. Sturtevant, Esq.  
\*waive the reading, accept the communication and place it on file
- 3.08. COMMUNICATION: Lori Olberg, Licensing, Voting and Records Coordinator and Amy Bovee, Executive Secretary, re: Draft, Minutes, Regular, City Council

Minutes, Regular City Council Meeting, February 11, 2013

Meeting, October 15, 2012

\*waive the reading, accept the communication, place it on file and adopt the minutes at the February 19, 2013 City Council Meeting

3.09. COMMUNICATION: Lori Olberg, Licensing, Voting and Records Coordinator and Amy Bovee, Executive Secretary, re: Draft, Minutes, City Council, Regular Meeting, November 13, 2012

\*waive the reading, accept the communication, place it on file and adopt the minutes at the February 19, 2013 City Council Meeting

3.10. COMMUNICATION: Lori Olberg, Licensing, Voting and Records Coordinator and Amy Bovee, Executive Secretary, re: Draft, Minutes, Adjourned, City Council, November 26, 2012

\*waive the reading, accept the communication, place it on file and adopt the minutes at the February 19, 2013 City Council Meeting

3.11. COMMUNICATION: Mayor Miro Weinberger, re: Re-appointment of Sheila McLaughlin-Gorski to BHA Board of Commissioners

\*waive the reading, accept the communication and place it on file

3.12. COMMUNICATION: Pete French, re: ban of semiautomatic assault weapons and high capacity magazines resolution

\*waive the reading, accept the communication and place it on file

3.13. COMMUNICATION: Bad4country, re: gun ban

\*waive the reading, accept the communication and place it on file

3.14. COMMUNICATION: Gary, re: disregard for the U.S. Constitution

\*waive the reading, accept the communication and place it on file

3.15. COMMUNICATION: Anthony, re: 2<sup>nd</sup> Amendment rights of US Citizens

\*waive the reading, accept the communication and place it on file

3.16. COMMUNICATION: Gregory Epler Wood, re: Remarks to the Burlington City Council, January 28, 2013 Public Forum

\*waive the reading, accept the communication and place it on file

3.17. COMMUNICATION: SeaBee Veteran, re: New Gun Legislation

\*waive the reading, accept the communication and place it on file

3.18. COMMUNICATION: Mike Snyder, re: Passing Legislation on Assault Weapons

\*waive the reading, accept the communication and place it on file

3.19. COMMUNICATION: Hir Burt, re: Banning guns

\*waive the reading, accept the communication and place it on file

3.21. COMMUNICATION: Karen Lafayette & Erhard Mahnke, re: Burlington Legislative Update and Burlington/Chittenden Delegation & Committee Assignments

\*waive the reading, accept the communication and place it on file

3.22. COMMUNICATION: Brian, re: Laws to restrict guns

\*waive the reading, accept the communication and place it on file



- 3.23. COMMUNICATION: Harry Chen, MD, Commissioner of Health, Department of Health, Environmental Health, re: Deputy Health Officer Appointment of Linda Ayer

\*waive the reading, accept the communication and place it on file

- 3.24. COMMUNICATION: William E. Johnson, Director, Property Valuation and Review, State of Vermont, Department of Taxes, re: Notice of Tentative Redetermination of Equalized Education Property Value and Coefficient of Dispersion

\*waive the reading, accept the communication and place it on file

- 3.25. COMMUNICATION: Report to the City Council from City Attorney Eileen Blackwood & Sr. Asst. City Attorney Gene Bergman, re: Communication from Preservation Burlington to Burlington Planning Commission re: "Historic Building Materials Replacement Policy" dated October 9, 2012

\*waive the reading, accept the report and place it on file

4. ORDINANCE: OFFENSES & MISCELLANEOUS PROVISIONS – CHURCH STREET MARKETPLACE DISTRICT TRESPASS AUTHORITY (Councilors Mason, Dober, Bushor: Ordinance Committee)(2<sup>nd</sup> reading)

Councilors Mason and Dober made a motion to waive the second reading and adopt the ordinance.

Councilor Mason stated this ordinance was initiated in the Public Safety Committee in 2011. It was referred to the full Council with a split vote of 2-1. The full Council heard it in March of 2012 and referred it to the Ordinance Committee. There were questions raised about constitutionality. The City Attorney prepared a memo to address questions that were raised. They held three public hearings. The goal was to make sure that the Marketplace was safe and secure for everyone to enjoy. It was not designed to target a specific population but manage behavior. It gave law enforcement another tool to use. They would be able to issue a civil no trespass order to anyone engaged in disorderly conduct, unlawful mischief, possession of intoxicating liquor, or possession of a regulated substance. The ability to issue a trespass order had already been extended to the Library and City Hall Park. There was a graduating penalty with one day for a first offense, 90 days for a second offense, and a year for a third offense. There was a hearing procedure included in the ordinance to address concerns of due process and fairness. The hearing panel would have one person representing the business community, one representing the social service community, and a member of the general public. Anyone in receipt of a no trespass order would have their sentence suspended until the hearing. It also provided for a potential waiver for those who work on Church Street. They received testimony at all of the hearings in support of the ordinance. He encouraged everyone to support the ordinance.

Councilor Dober stated it was a joy to work on this ordinance although it was more lenient than he would like it to be. It hit the right areas needed to give law enforcement the tools they needed to help clean up Church Street. They went through everything and included as many people as possible.

Councilor Bushor thanked those involved in the process. She came into the process with reservations that groups of people would be targeted rather than individuals' behavior. She listened to the concerns and now felt that she could support it. The Police Department and social services helped her understand why the length of times of the no trespass order would be helpful. She had concerns that they were limiting access to an entire street. With the definitions she began to understand the need for something like this to eliminate behavior that could put someone at risk. She noted that the Marketplace would determine the members of the hearing panel. They decided membership should be broader than the Marketplace Commission. She trusts the Police Department to utilize this tool appropriately.



Councilor Brennan stated that he had concerns about the ordinance. The first was that it was a significant rewrite from the first reading. He inquired if they could look at this as a first reading rather than a second reading. City Council President Shannon stated they could not do that. It went back to the Ordinance Committee after the first reading because they expected changes to be made. Councilor Brennan stated there had not been enough time for the City as a whole to look at this. City Attorney Blackwood stated there was no particular definition of first and second reading. The rules state the City Council may adopt the Ordinance at any time following the second reading. Someone could make a motion to send it back to the Ordinance Committee or to postpone action. City Council President Shannon stated it was a second reading, but they could make a motion to postpone action. Councilor Brennan stated he would like to postpone based on the significant changes. The whole City had not been able to digest what this encompassed. His biggest fear was the additional opportunities for the Police to take action. He appreciated the Police using their discretion and the inclusion of safeguards, but still had reservations.

Councilors Brennan and Tracy made a motion to postpone action until March 11.

Councilor Siegel stated she supported postponing action because she had a number of questions she would like to have answered. The terms anti-social or inappropriate behavior were very subjective and inadequate. She inquired how the addition of a street outreach worker had impacted problems. She did not want to add legislation if there was a way to boost support systems. Another problem that was mentioned was swearing on Church Street. That was not mentioned in the ordinance. It was rewritten and she was unsure how the offenses were being changed.

Councilor Mason stated he was not in favor of postponing action. The changes that were made were of a non-substantive nature. The way it was first drafted was confusing. The Committee focused on what constituted inappropriate behavior to help clarify questions. This was not a standalone provision that could be issued. There was defined conduct defined under existing law. A no trespass could not be issued unless the behavior fell into one of those categories that was defined elsewhere. This was a way to address those problems in a non-criminal way.

Councilor Bushor stated that some of the questions that have been raised were discussed. She tried to define what behaviors were included. They felt that the terms were so broad it would not be useful to include a laundry list. She understood the questions and believed that what was different was the no trespass order. The original ordinance included other forms of punishment that were intertwined. They tried to make this more clear and specific. She inquired if the request to delay action was to answer Councilor questions or to get input from the community. Councilor Brennan stated he believed that having more time would allow the community to have a clearer understanding of these vague terms. It would be a shame if a broad term ended up being abused. It would help with understanding about what they were moving towards. The Marketplace had weighed in, but the general public had not.

Councilor Bushor requested an explanation about how the Police Department would define and judge the term anti-social behavior. Police Chief Michael Schirling stated the term anti-social behavior was referenced in the legislative intent section of the ordinance but not in the definitions of what would warrant a trespass ordinance. The four things delineated there were what officers would use. The key one was disorderly conduct. There was a robust amount of case law that guided officers as to what constituted disorderly conduct. There were two categories. One was fighting that fell short of assault and the other was obstructing traffic by standing in the road. If this ordinance worked the way it had at the Library and at City Hall Park, it would reduce the need for action to be taken. There were very few arrests at the Library now because people did want to use it and therefore curtail inappropriate behavior. The same thing happened at City Hall Park in the last year. The same people who were causing problems were still present in the park but the behavior had been curtailed. In the first year, it had had the intended effect.

Councilor Hartnett requested an explanation of who will sit on the review board. He hoped that the law would be used as intended, but felt that the review board was an important component. Councilor Mason stated there would be three people designated by the Church Street Marketplace Commission. It would consist of one representative from the business community, one representative from the social services community, and one member of the general public. It was unknown how active the panel would be and membership would rotate. Councilor Hartnett inquired if the Howard Center would be the representative from the social service community. Councilor Mason stated that someone from the Howard Center or any other social service agency would be his interpretation.

Councilor Brennan inquired how many no-trespass tickets had been issued. Chief Schirling stated there had only been a couple dozen total. City Council President Shannon inquired what the time frame for that had been. Chief Schirling stated it had been about 18 months.

Councilor Tracy inquired if there had been an additional Street Outreach person in the last year. Chief Schirling stated it had been about 2.5 years since they added an evening person. There were 3.5 Street Outreach workers in the downtown area and one that worked full time out of the Police Department. Councilor Tracy stated it was important to understand what the existing tools were. He inquired what the current tools were that they use to deal with these issues. Chief Schirling stated they fit into the categories of prevention and education, outreach and intervention, alternative sanctions, and criminal prosecution. The Street Outreach team fell into the category of outreach and intervention and was most prevalent in the City core. There were some drug and alcohol outreach efforts through local social service agencies. There were many options and tools available for a community of this size. All of these areas were important to effectively deal with these issues. This was one more tool to prevent things from getting to the level of criminal prosecution. Councilor Tracy inquired if he felt that any aspects of this ordinance were geared towards restorative justice efforts. Chief Schirling stated this ordinance gave the respondent the opportunity to go through the restorative justice process to have the ticket voided and the impact mitigated.

The motion to postpone action failed by a vote of 1-12 with Councilor Brennan voting in favor.

Councilor Siegel stated she felt better having heard the discussion but there were two sticking points.

Councilors Siegel and Brennan made a motion to change the words "and inappropriate" to "unlawful behavior" and to strike clause 5 that referred to anti-social behavior.

Councilor Mason stated he was supportive of the amendment with the caveat that it did not impact the constitutionality of the ordinance. He requested an explanation from the City Attorney. Assistant City Attorney Gregg Meyer stated they would not impact the constitutionality.

Councilor Bushor requested they not strike the word behavior so the resolution read correctly. Councilor Kranichfeld stated they should renumber the items if 5 was stricken.

Councilor Dober stated he was concerned they were losing the bite of each statement. The elements of fear and intimidation needed to be included to protect any person who had those feelings going down Church Street. He was hesitant to do this on the floor because they spent a great deal of time reviewing the ordinance line by line.

Councilor Brennan stated these areas were significant for him in passing the ordinance. He wanted the Police to have the tools to address unlawful activities. He was concerned with these areas because they had the potential for an unchecked and unbalanced ability to move forward. It was important to note that there were people who might be zealous in their ability to dictate how others moved through the

community. He believed that removing these items would take care of the problems and was in favor of the amendment.

Councilor Dober inquired if removing anti-social behavior on the Marketplace would give the Police any authority to protect an individual who felt uncomfortable because of social norms. Chief Schirling stated the change would not affect enforcement capabilities but would impact the City Attorney's ability to uphold constitutional ground if there were a challenge to the ordinance. Assistant City Attorney Meyer stated there was no operational authority that came from the proposed ordinance. The only way someone could be issued a notice of trespass was if they participated in the prohibited activities listed in the ordinance. Removing those two provisions did not change that fact. Councilor Dober stated that removing those clauses did change the intent of the ordinance. He felt that the ordinance should be broad enough to help everyone in a situation where they felt uncomfortable. Assistant City Attorney Meyer stated when a Police Officer was called to a situation the individual must be violating one of the four prohibited activities to issue a notice of trespass in addition to ticketing them. The underlying concept was still expressed in the findings and purpose section even with those two portions stricken. Councilor Dober stated that his concern was that if they were challenged in Court, that portion of the reasoning would be removed. He felt they should do all they could for each situation by removing the sections about intent.

The motion to amend the ordinance passed by a vote of 11-2 with Councilors Dober and Hartnett voting against.

Councilors Dober and Siegel made a motion to call to question. The motion passed unanimously.

The motion to adopt the ordinance, as amended, passed unanimously.

4.01. COMMUNICATION: Gregg Meyer, Assistant City Attorney, re: Proposed Marketplace District No Trespass Ordinance

Councilors Kranichfeld and Aubin made a motion to waive the reading, accept the communication and place it on file. The motion passed unanimously.

4.1. (originally 3.20.) COMMUNICATION: Burlington Employees' Retirement System Board, re: Response to Tar Sands Resolution

Councilors Siegel and Brennan made a motion to waive the reading, accept the communication and place it on file.

Councilor Siegel stated she removed this from consent because she was looking for clarity about the next step. She was pleased to get this response in a timely manner. The original resolution requested that the Retirement Board examine pension fund investments overseas and remove investments from oil companies that profit from tar sands. It also requested they work with the State of Vermont Municipal Pension Board to find out how many municipal funds were invested in oil companies that profited from tar sands. The report was about the funds invested at the State level. She inquired what the best way to reach out to them about the funds invested at the City level. She suggested they request a meeting with VPIC to see if they consider divesting. That would be the next step and would likely require a future resolution.

Councilor Bushor stated there was a line saying that the assets controlled by BERS did not have any direct investments in tar sands oil.

Councilor Paul stated she was an alternate on the VPIC Board and attended some of their meetings. They were currently discussing removing fossil fuel stocks from their portfolio as a result of a pending bill. The

response was correct in that their contract stated they did not have control over that. There was a higher level examination at a state wide level. They would discuss this issue at their next meeting.

Councilor Siegel stated it was not clear to her if they were answering both questions. The statement that Councilor Bushor noted might be answering the first question.

Councilor Brennan stated that although Councilor Paul was not a voting member, perhaps she could bring the voice of the Council's intent to the State.

The motion passed unanimously.

5. COMMITTEE REPORTS (5 mins.)

Councilor Siegel stated that the Charter Change Committee met and looked at the two resolutions that had been referred to them regarding Commission Appointments and Guns. Action on Commission Appointments would be coming forward at the next meeting. The gun topic was moving at a slower pace and would be discussed at the next meeting. The Diversity and Equity Committee had been meeting bi-weekly. They were working on a strategic plan with an oversight body in place. They have hired a facilitator to help with the process. The Committee would be disbanding and creating another short term committee, as many of the members were expecting a short term process.

Councilor Brennan stated the Tax Abatement Subcommittee would be meeting and there were some important items that would be addressed.

6. COMMUNICATION: City Councilors, re: General City Affairs (oral)(10 mins.)

Councilor Brennan stated that he would like to acknowledge the passing of Dan Balon. His untimely death was shocking to him. In his first year on the City Council, he served as the task force chair for the School District. He worked with Dan daily to come up with the recommended strategic plan for the Schools. He has had positive conversations with the Mayor about the status of the Schools. There was a lot of work that needed to be done to recognize what was happening in the community and to find ways to move forward to create a welcoming community. City Council President Shannon called for a moment of silence.

Councilor Siegel read a letter from Suzie Comerford about the passing of Dan Balon. She stated that the Diversity and Equity Committee had discussed holding anti-racism trainings for City Council. It was necessary to have trust to do that type of deep personal work. Being a political body with people of different political backgrounds did not promote that. She encouraged Councilors to do this type of work.

Councilor Tracy stated their NPA would be meeting and holding a candidate forum. He had spoken with a constituent who was very excited about the work happening surrounding Moran. He spoke with him a week later and he seemed disappointed. The constituent had not submitted a proposal because he felt like it was too difficult and would not be considered without having big money behind him. That was not the idea they had hoped to give members of the public when they passed the PIAP and he hoped that they could find a way to make everyone feel that it was open to everyone.

Councilor Bushor stated the Ward 1NPA would be meeting and holding a candidates' forum. They would also discuss the Burlington School Budget.

7. COMMUNICATION: Mayor Weinberger, re: General City Affairs (oral)(5 mins.)



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Mayor Weinberger acknowledged Dan Balon's tragic and untimely death. He stated he attended the wake and funeral service. The outpouring of emotion and support from the community was remarkable. He hoped and believed that his service and life in the community would have long lasting benefits for the community. He thanked Councilor Brennan for organizing a group to meet after the event.

The Public Investment Action Plan had begun after the resolution was passed at the last meeting. It was a new process and they were figuring some portions of it out as they went. The reaction that Councilor Tracy had mentioned had been reported back to CEDO. They were working to help people understand that the intention was not that big money and established teams were necessary to bring forward a concept that would be considered. They would be making sure this was clear at NPAs and other community forums.

He gave testimony in Montpelier last week on TIF legislation and districts. The House Ways and Means Committee requested that he and the Mayor of Winooski give input. They focused on questions about events past, current reforms, and extensions of the five year window to incur debt.

The monthly Department Head Meeting was held at Burlington City Arts and a presentation from the new curator from BCA occurred. He brought the "This Seat's Taken" exhibit to the City. It was an interesting discussion and was a form of anti-racism training.

Mayor Weinberger has also started having a monthly meeting with project managers throughout the City. This includes projects like the Champlain Parkway to block long sidewalk repairs. They were gathering to ensure those projects were moving forward in a coordinated way.

The Annual Report was almost complete and would be ready for Town Meeting Day. He thanked staff from his office for putting it together. This would be the first time the audited financial statements would be part of the Annual Report since 2006. This was a sign of the sustained improvement in the financial area of the City and he thanked the CAO.

His take home from the Audit was that there has been modest progress. He expects more improvement in next year's audit when the Administration has been in place longer, when New World is more in place, and when the Fiscal Stability comes through.

He invited others to attend a benefit for DJ A-Dog at Higher Ground. He has been civic minded and engaged. He led an awareness event to bring attention to the ballot items on the November ballot. He has been diagnosed with leukemia and will need a bone marrow transplant.

8. ADJOURNMENT

Without objection, City Council President Shannon adjourned the Regular City Council Meeting at 8:53 p.m.

Attest:

   
Lori Olberg, Licensing, Voting and Records Coordinator and Amy Bovee, Executive Secretary

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DELIBERATIVE AGENDA

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ADJOURNED MEETING, CITY COUNCIL  
CONTOIS AUDITORIUM, CITY HALL  
TUESDAY, FEBRUARY 19, 2013  
7:08 P.M.

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PRESENT: City Council President Shannon; Councilors Bushor, Worden, Tracy, Siegel, Aubin, Hartnett, Mason, Paul, and Blais; Councilor Dober (via phone)

ABSENT: Councilors Kranichfeld, Brennan and Decelles

CITY ATTORNEY'S OFFICE: Eileen Blackwood

CLERK/TREASURER'S OFFICE: Paul Sisson, Scott Schrader, Rich Goodwin and Lori Olberg

CITY COUNCIL PRESIDENT SHANNON PRESIDING:

1. AGENDA

On a motion by Councilors Siegel and Bushor the agenda was unanimously adopted as amended as follows: note **revised** version of consent agenda item 3.06. RESOLUTION: Fletcher Free Library— Authorization to Accept an Award From The ECHO Center for “We the BTV: Arrivals, Departures & the Making of Community” A Series in Collaboration with The ECHO Center Exhibit “RACE: Are We So Different?” and Amend the FY 2013 Budget (Board of Finance: pending BOF approval on 02/19/13); note **revised** version of consent agenda item 3.07. RESOLUTION: Authorization to Accept an Award from IBM to the Friends of the Library for the Fletcher Free Library and Amend the FY 2013 Budget (Board of Finance: pending BOF approval on 02/19/13); remove from the consent agenda item 3.08. RESOLUTION: Authorization to Accept an Award from Vermont Arts Council Cultural Facilities to the Fletcher Free Library and Amend the FY 2013 Budget (Board of Finance: pending BOF approval on 02/19/13); add to the consent agenda item 3.24. COMMUNICATION: Mark Saba, BFD Commission Chair, re: The Burlington Fire Commission Resolution 7.0 Review with the consent action to “waive the reading, accept the communication, place it on file and send a copy to the Charter Change Committee;” add to the consent agenda item 3.25. RESOLUTION: Authorization to Appeal Determination of Vermont Tax Department Determination of Equalized Education Property Value and Common Level of Appraisal and Ratification of Signature (Councilor Shannon) with the consent action to “waive the reading and adopt the resolution;” add to the consent agenda item 3.26. COMMUNICATION: Family of Dan Balon, re: Acknowledgement with the consent action to “waive the reading, accept the communication and place it on file;” add to the consent agenda item 3.27. RESOLUTION: Amendment of the FY 2013 Police Department Budget to Account for New Accounting Procedures and Other Line Items (Board of Finance: pending BOF approval on 02/19/13); note proposed amendments for Deliberative Agenda item 5. RESOLUTION: Alternates on the City Redistricting Committee (Councilor Siegel); remove from the consent agenda item 3.23. COMMUNICATION: Nathan Wildfire, CEDO, Assistant Director of Economic Development, Re: Communication on Public Investment Team – Waterfront TIF District (TIF) and place it on the Deliberative Agenda as agenda item 5.5; add to the Deliberative Agenda item 5.6. DISCUSSION: City Council President Shannon, re: Evaluation of First Paperless Presentation; add to the Deliberative Agenda item 8.5. COMMUNICATION: Mayor Miro Weinberger, re: Personnel Matter (oral): possible Executive Session.

2. PUBLIC FORUM

City Council President Shannon opened the public forum at 7:35 p.m.

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With no one coming forward and no objection from the remaining Council, City Council President Shannon closed the public forum at 7:35 p.m.

3. CONSENT AGENDA

On a motion by Councilors Siegel and Bushor, the consent agenda was unanimously adopted, as amended, thus taking the following actions as indicated:

3.01. COMMUNICATION: Lori Olberg, Licensing, Voting & Records Coordinator, re:  
Accountability List

\*waive the reading, accept the communication and place it on file

3.02. COMMUNICATION: Lori Olberg, Licensing, Voting and Records Coordinator and Amy Bovee, Executive Secretary, re: Draft, Minutes, Regular, City Council Meeting, October 15, 2012

\*waive the reading, accept the communication, place it on file and adopt the minutes as received at the February 11, 2013 City Council Meeting

3.03. COMMUNICATION: Lori Olberg, Licensing, Voting and Records Coordinator and Amy Bovee, Executive Secretary, re: Minutes, City Council, Regular Meeting, November 13, 2012

\*waive the reading, accept the communication, place it on file and adopt the minutes as received at the February 11, 2013 City Council Meeting

3.04. COMMUNICATION: Lori Olberg, Licensing, Voting and Records Coordinator and Amy Bovee, Executive Secretary, re: Minutes, Adjourned, City Council, November 26, 2012

\*waive the reading, accept the communication, place it on file and adopt the minutes as received at the February 11, 2013 City Council Meeting

3.05. RESOLUTION: Department of Public Works – Recognizing Insurance Reimbursement of Damage to College Street Garage Parking Equipment and Amending the FY 2013 Budget (Councilors Shannon, Bushor, Paul: Board of Finance)

\*waive the reading and adopt the resolution

3.06. RESOLUTION: Fletcher Free Library – Authorization to Accept an Award from the ECHO Center for “We the BTV: Arrivals, Departures & Making of Community” A Series in Collaboration with the ECHO Center Exhibit “Race: Are We So Different?” and Amend the FY 2013 Budget (Board of Finance: pending BOF approval on 02/19/13) revised version

\*waive the reading and adopt the resolution

3.07. RESOLUTION: Authorization to Accept an Award from IBM to the Friends of the Library for the Fletcher Free Library and Amend the FY 2013 Budget (Board of Finance: pending BOF approval on 02/19/13) revised version

\*waive the reading and adopt the resolution

3.09. RESOLUTION: Amendments to Cooperative Agreements Re Church Street Lighting Project (Board of Finance)

\*waive the reading and adopt the resolution

3.10. COMMUNICATION: Steven Goodkind, P.E., Director of Public Works, City Engineer, re:

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Federal Earmarks 5000(19) and 5000(16) Grant Amendments

\*waive the reading, accept the communication and place it on file

- 3.11. RESOLUTION: Authorization for Land Purchases and Relocation Services in Anticipation of AIP Grant Funds for Burlington International Airport (Councilors Shannon, Bushor, Paul; Board of Finance)

\*waive the reading and adopt the resolution

- 3.12. COMMUNICATION: Burlington International Airport, re: Finance Board Approval Request – Purchase of 13 properties-AIP-92

\*waive the reading, accept the communication and place it on file

- 3.13. COMMUNICATION: Burlington International Airport, re: Land Acquisition Program 2012A-Federal AIP-92 (Noise Part A) Attachment A

\*waive the reading, accept the communication and place it on file

- 3.14. COMMUNICATION: Burlington International Airport, re: Airport Property Acquisition Plan & DNL Contour Attachment B

\*waive the reading, accept the communication and place it on file

- 3.15. COMMUNICATION: Burlington International Airport, re: Summary of Land Acquisition Program

\*waive the reading, accept the communication and place it on file

- 3.16. COMMUNICATION: Burlington International Airport, re: The Airport Residential Land Program

\*waive the reading, accept the communication and place it on file

- 3.17. RESOLUTION: Appointment of Acting Inspectors of Election For Ward Four (Councilor Shannon)

\*waive the reading and adopt the resolution

- 3.18. COMMUNICATION: Lynne Balman, re: Thank you for the passage of the CSM ordinance

\*waive the reading, accept the communication and place it on file

- 3.19. COMMUNICATION: Bob Endres, re: Gun Control

\*waive the reading, accept the communication and place it on file

- 3.20. COMMUNICATION: Ron Ruloff, Ward Three, re: Deportation of Mr. Miroslav Zbacnik

\*waive the reading, accept the communication and place it on file

- 3.21. SPECIAL EVENT INDOOR ENTERTAINMENT PERMIT APPLICATION (two days only):

American Flatbread at Signal Kitchen, 71 Main Street, Live Musical Performances, Dancing, 2/15/13 and 2/17/13, 7:00 p.m. - 2:00 a.m.

\*waive the reading, accept the communication, place it on file and ratify the two day only special event indoor entertainment permit application for American Flatbread

- 3.22. SPECIAL EVENT INDOOR ENTERTAINMENT PERMIT APPLICATION (three days only):

American Flatbread at Signal Kitchen, 71 Main Street, Live Musical Performances, Dancing, 2/22/13 – 2/24/13, 7:00 p.m. – 2:00 a.m.



Minutes, Adjourned City Council Meeting, February 19, 2013

\*waive the reading, accept the communication, place it on file and approve the three day only special event indoor entertainment permit application for American Flatbread

- 3.23. COMMUNICATION: Nathan Wildfire, CEDO, Assistant Director of Economic Development,  
Re: Communication on Public Investment Team – Waterfront TIF  
District (TIF)

\*waive the reading, accept the communication and place it on file

- 3.24. COMMUNICATION: Mark Saba, BFD Commission Chair, re: The Burlington Fire Commission  
Resolution 7.0 Review

\*waive the reading, accept the communication, place it on file and send a copy to the Charter Change Committee

- 3.25. RESOLUTION: Authorization to Appeal Determination of Vermont Tax Department  
Determination of Equalized Education Property Value and Common  
Level of Appraisal and Ratification of Signature (Councilor Shannon)

\*waive the reading and adopt the resolution

- 3.26. COMMUNICATION: Family of Dan Balon, re: Acknowledgement

\*waive the reading, accept the communication and place it on file

- 3.27. RESOLUTION: Amendment of the FY 2013 Police Department Budget to Account for New  
Accounting Procedures and Other Line Items (Board of Finance: pending BOF  
approval on 02/19/13)

\*waive the reading and adopt the resolution

4. TOBACCO LICENSE APPLICATION(2012-2013):

DMS Industries, d/b/a Good Times, 150 Church Street

Councilors Blais and Tracy made a motion to approve the tobacco license for Good Times. The motion passed unanimously.

5. RESOLUTION: Alternates on the City Redistricting Committee (Councilor Siegel)

Councilors Siegel and Tracy made a motion to waive the reading and adopt the resolution.

Councilor Siegel stated this came about after hearing from people in Wards 2 and 4 who were on the NPA Steering Committees. They felt there was not time between when they proposed the new Redistricting Committee and when they had to select members for them to give input on the new proposal. This resolution would allow an alternate to represent their Ward should their committee member be absent from a meeting. Because Councilors were chosen, in part, based on geographic diversity, the wards without Councilors representing them wanted to ensure that they had an alternate so there would be at least one person at the meeting representing them.

Councilor Blais stated he would be proposing an amendment to the resolution. When he first read the resolution, he was unsure if the alternate only came into play if there was a resignation from the primary delegate or if the alternate could serve in the absence of the primary delegate.

Councilors Blais and Mason made a motion to amend the resolution to replace the resolved clause with language to indicate that the alternate only would serve if the primary delegate resigned.

Minutes, Adjourned City Council Meeting, February 19, 2013

Councilor Dober stated that he was unsure if the intent of the amendment was to make it so that the only time the alternate came into play was if the primary delegate resigned or was unable to serve. City Council President Shannon stated that it came into play if the primary delegate was unable to serve on a permanent basis. Councilor Dober inquired if a person were ill and could not attend a meeting, would their ward be unrepresented at that meeting. City Council President Shannon stated that was correct. Councilor Dober stated the intent of the resolution was to ensure the representation of all of the NPAs. Having an alternate proxy would allow representation of the ward if someone were out sick.

Councilor Siegel stated that she was not in favor of the amendment. The amendment was developed out of a concern that the alternate might have a different point of view than the primary. That was a legitimate concern, but the alternate would also have been elected by their NPAs. A part of what was missing during the original process was the communication back and forth to the NPAs. This new Committee might not come up with a better map, but the process would be better. If someone was sick, the NPAs would not get that back and forth or be engaged. She would not want someone to have to step down due to illness or other problems to ensure their NPAs were represented.

Councilor Bushor stated she appreciated the amendment, but felt that the generic language of the original resolution covered a scenario if someone resigned or was absent for any other reason. It allowed for an alternate under either scenario. She understood the intent but would not support the resolution.

Councilor Worden stated he served on the DRB and there were often several meetings in a row dealing with the same project. There were times when there were not enough members to cast a vote. The Council created a position of an alternate which was helpful. However, alternates had to attend every meeting and listen to the discussion so that when it became time to make a decision they were informed. There was nothing in the original resolution that would restrict a member of an NPA to report information from the meeting. Their ultimate goal was to create a body to make a decision. Their decision would then come to the Council and finally the voters. He supported the amendment.

The amendment passed by a vote of 6-5 with Councilors Dober, Siegel, Tracy, Bushor and Hartnett voting against.

Councilor Bushor stated that Ward 1 had already had a meeting this month. They selected a representative but not an alternate. The date might need to be changed based on the timing of NPA meetings.

Councilor Siegel stated she would vote against the resolution because it did not accomplish what she was trying to do. She assumed that if someone were to become ill and could no longer serve their NPA would be able to select someone else anyway.

The motion to adopt the resolution, as amended, passed by a vote 8-3 with Councilors Dober, Tracy and Siegel voting against.

5.5. (was 3.23) COMMUNICATION: Nathan Wildfire, CEDO, Assistant Director of Economic Development, Re: Communication on Public Investment Team – Waterfront TIF District (TIF)

Councilors Bushor and Siegel made a motion to waive the reading, accept the communication and place it on file.

Councilor Bushor stated that the memo read that they were working to assemble the Public Investment Team and were working with City Councilors before making final decisions. She inquired if they had a broad number of potential candidates. She had trouble coming up with names on her own, but reached out to some people and came up with a list of names. Mayor Weinberger stated they have received a large

## Minutes, Adjourned City Council Meeting, February 19, 2013

number of excellent suggestions, which is why they have requested more time. They will be coming back with a strong team.

The motion passed unanimously.

### 5.6. DISCUSSION: City Council President Shannon, re: Evaluation of First Paperless Presentation

City Council President Shannon stated there were many ways to do paperless packets and requested feedback from the Council. She also requested ideas on how to handle amendments to the agenda. They could be made available online but would only be available just before the meeting. Those who print their agendas would not have access to them without their computer.

Councilor Bushor stated it would be difficult to compare documents if amendments were online and would want to be able to see what the original and changed language. That would be the only challenge with revised resolutions that appear as part of the amended agenda. They could strikethrough the original language and add the new language.

Councilor Mason stated he had expected that they would be getting one PDF that would enable them to click to different items. Having the agenda online required internet access.

Councilor Dober stated the PDF format was used for the Taxi Licensing Board. It worked very well because he did not always have access to Wi-fi.

Councilor Worden stated one approach to amendments would be to have a digital copy of resolutions with text stricken through and new language added.

ACAO Schrader stated he understood the concept of having a PDF with clickable items. The downside of doing that was it would not be searchable without buying software. City Council President Shannon inquired if the agenda for the Taxi Board was searchable. Councilor Dober stated he had never tried searching it.

Councilor Bushor inquired how they would update an agenda with amendments and have it in front of them. City Council President Shannon stated she requested a paper copy of the agenda with amendments. They would work on that. Word documents allowed them to change language. They would continue to revise the process.

Councilor Dober stated even if they continued the current format, it would be helpful to have a single PDF online that they could download.

Councilor Siegel stated they should make sure to look to the Clerk's Office who was doing the legwork. They have insight into how to get this information out to the Council. City Council President Shannon stated they have been included in the discussion.

### 6. COMMITTEE REPORTS (5 mins.)

Councilor Tracy stated the TEU Committee met and discussed ways to implement the Tar Sands resolution the Council passed. They looked at how much retirement money was put into oil, cogeneration at McNeil, where fuel for the City fleet came from and how to transition towards more renewable resources. They identified some people they would need to talk to before they would be able to make any decisions. They hope to report back to the Council at a March meeting.

Minutes, Adjourned City Council Meeting, February 19, 2013

Councilor Worden stated the Community Development and Neighborhood Revitalization Committee would be meeting next week.

Councilor Siegel stated the Diversity and Equity Committee would be meeting tomorrow. The Charter Change Committee will have two meetings to look at the gun resolution. The second meeting will address Boards and Commissions.

7. COMMUNICATION: City Councilors, re: General City Affairs (oral)(10 mins.)

Councilor Bushor stated the DRB was entertaining two items in her ward. One had to do with the River Walk across from Salmon Run. There were some anticipated upgrades to stabilize that trail. The second project was a 57 unit housing project being proposed. It had come before the NPA in Ward 1. This would allow residents to come and speak about the project.

8. COMMUNICATION: Mayor Weinberger, re: General City Affairs (oral)(5 mins.)

Mayor Weinberger stated he made a commitment when he was a candidate that he would relocate the Mayor's Office to a school for a week. They planned to be in the High School for the week of March 18. They will focus on activities to bring attention to the Partnership for Change initiative that is underway. March 18 is a City Council meeting and they have talked about conducting the City Council meeting at the High School.

The Vermont League of Cities and Towns took up gun issues and will be formally supporting the H-124 bill. This group started the conversation in Vermont and it will continue.

City Attorney Blackwood stated a decision from the Federal District Court has been made to uphold the Buffer Zone Ordinance in entirety. The decision also says the plaintiff was not able to prove that the City has discriminatorily applied that ordinance to them. It does not mean the end of the lawsuit, but does uphold the ordinance.

8.5. COMMUNICATION: Mayor Miro Weinberger, re: Personnel Matter (oral)

City Council President Shannon recessed the City Council meeting at 7:55 p.m.

City Council President Shannon reconvened the City Council meeting at 7:56 p.m.

On a motion by Councilors Bushor and Tracy the City Council went into executive session at 7:58 p.m. premature disclosure would place the City at a substantial disadvantage. Present were: see above.

On a motion by Councilors Hartnett and Siegel the City Council went out of executive session at 8:17 p.m.

9. ADJOURNMENT

On a motion by Councilors Bushor and Hartnett the Adjourned City Council Meeting unanimously adjourned at 8:15 p.m.

Attest:

 Lori Olberg, Licensing, Voting & Records Coordinator and  Amy Bovee, Executive Secretary



BOARD OF CIVIL AUTHORITY  
TUESDAY, FEBRUARY 19, 2013  
7:55 P.M.

PRESENT: See above

MAYOR WEINBERGER PRESIDING:

1. AGENDA

On a motion by Board of Civil Authority Members Bushor and Shannon the agenda was adopted as is.

2. CONSENT AGENDA

On a motion by Board of Civil Authority Members Tracy and Shannon the consent agenda was unanimously adopted as amended thus taking the following actions as indicated:

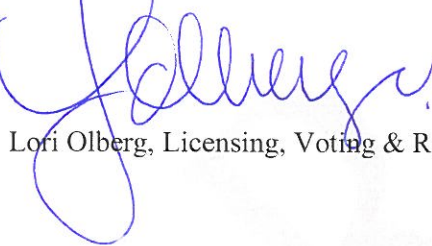
2.01. RESOLUTION: Appointment of Assistant Election Officials/Appointment of Acting Justice of the Peace (Councilor Shannon)

\*waive the reading and adopt the resolution

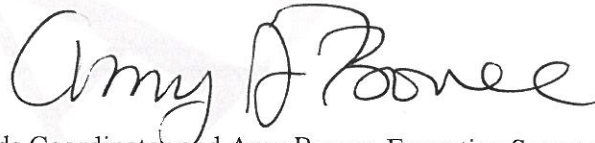
3. ADJOURNMENT

Without objection, Mayor Weinberger adjourned the Board of Civil Authority Meeting unanimously adjourned at 7:56 p.m.

Attest:



Lori Olberg, Licensing, Voting & Records Coordinator and Amy Bovee, Executive Secretary



**2013 – 2014 INDOOR ENTERTAINMENT PERMIT AND TOBACCO LICENSE**  
**RENEWALS**

**INDOOR ENTERTAINMENT:**

Mr. Mike's Pizza  
One-Half Lounge  
Radio Bean Coffeehouse  
Rasputin's  
Ruben James  
What Ales You

**TOBACCO:**

Dot's Market  
Kountry Kart Deli  
Northern Lights  
Pine Street Deli  
Radio Deli



# OFFICE OF THE CLERK/TREASURER

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## BOARD OF FINANCE MONDAY, MARCH 18, 2013

### MINUTES

**PRESENT:** Mayor Weinberger; City Council President Shannon; Councilors Bushor and Paul; Interim CAO Sisson

**ALSO PRESENT:** ACAO Goodwin; ACAO Schrader; City Attorney Blackwood; Mike Kanarick, Carina Driscoll, Jen Kaulius, Mayor's Office; Steve Goodkind, Erin Demers, Public Works; Gene Richards, Bob McEwing, Airport; Barbara Grimes, BED

**ABSENT:** Councilor Decelles

#### 1. Agenda

Mayor Weinberger stated item 5 will be removed from the agenda.

Councilor Bushor and City Council President Shannon made a motion to adopt the agenda as amended. The motion passed unanimously.

#### 2. Public Forum

No one came forward to speak.

#### 3. Approval of the Board of Finance Minutes

- a. February 19, 2013
- b. March 11, 2013

Councilor Bushor and City Council President Shannon made a motion to adopt the minutes. The motion passed unanimously.

#### 4. Approval of Agreements Related to Shelburne Street Roundabout Project – DPW

City Council President Shannon and Councilor Paul made a motion to approve the agreements.

City Council President Shannon stated this project has been held up for a couple of years and inquired what caused that. She noted that the memo shows the many of the expenses are being covered by the State and a few expenses are up in the air. She inquired if they will be incurring costs in the future. Erin Demers, DPW, stated this is a utility agreement for the Water and Sewer relocation. The State of Vermont is in final design for the roundabout itself. This would relocate the utilities underneath that design. There are several utilities under the roadway and this will move them into one common duct bank. The City will obtain funds from the State to do that work. City Council President Shannon inquired if they need \$46,000 to do this. Ms. Demers stated the State will give the City \$46,000 for the sewer work and \$25,000 for the water. They

will either do engineering in house or contract the work out. City Council President Shannon inquired if this is the first thing that has been approved for the project. Ms. Demers stated it is. It does not require Board of Finance approval, but she did want to keep this Board informed about the project. City Council President Shannon inquired what has caused the delay. Ms. Demers stated they have been doing the engineering work. They have spent about two years on the utilities.

The motion passed unanimously.

#### **5. Memorandum of Understanding for Waterfront Access North Project – BED and DPW**

This item was removed from the agenda.

#### **6. Authorization for Budget Adjustment – Marketplace**

City Council President Shannon and Councilor Bushor made a motion to approve the budget adjustments.

Councilor Bushor inquired if this will finalize how money will be paid back for money that was spent without a revenue source. Interim CAO Sisson stated that is correct.

The motion passed unanimously.

#### **7. Authorization for North Concourse Restroom Renovation – Airport**

Councilor Paul and City Council President Shannon made a motion to approve the renovations.

Councilor Bushor requested that language noting that the work will be paid with passenger facility charges (PFC) and Airport operating revenue be added to the resolution. This would make it consistent with language in the communication. Mayor Weinberger inquired what their expectation for funding sources is. Gene Richards, Airport, stated the entire project will be paid from PFC. Mayor Weinberger stated the communication states they will use both funding sources. He inquired if they will use operating revenue if there is a shortage in PFC. Bob McEwing, Airport, stated they may need to do that, but the project is 100% reimbursable under the PFC program. It is different from previous projects that typically have a portion paid under Airport operating expenses. He expects that language was included in error. Councilor Bushor stated they can use either language, but it should be consistent. Mr. McEwing stated they will add language to clarify the resolution.

Mr. Richards stated that during the bidding process, they had four bidders. The company they picked submitted their proposal four minutes late. Other bids had not been opened. They decided to choose them because they are familiar with the Airport and were the lowest bidders. He did consult with the City Attorney before moving forward. Mr. McEwing stated the Airport Commission voted to waive that condition. Mr. Richards stated the Airport Commission approved that by a vote of 4-1.

The motion passed unanimously.



**8. Authorization for Acceptance of 2013 IBM Smarter Cities Challenge Engagement Grant – Mayor’s**

The Board addressed an item that would allow the Mayor’s Office to accept a grant from IBM valued at \$400,000 of consulting services.

City Council President Shannon and Councilor Paul made a motion to accept the grant. The motion passed unanimously.

**9. Approval of Contract for Turbine Maintenance at McNeil - BED**

The Board addressed an item to allow execute a maintenance contract with Alstom Power for ongoing maintenance to the turbine at McNeil.

Councilor Paul and City Council President Shannon made a motion to approve the contract. The motion passed unanimously.

**10. Revised FY14 Budget Timetable**

Councilor Bushor stated she does not know who the Board of Finance will be and if those dates will work for those individuals. This should be considered a draft timeline to be confirmed by the new Board of Finance. City Council President Shannon stated the timeline is pretty tight. She would suggest that this be on the agenda for the first Board of Finance meeting of the new Council and concurrently on the City Council agenda. Councilor Paul stated that in the past they have taken an informal poll about which days and times of the week worked best for people. Councilor Bushor stated this will likely work, but she wants to be respectful of a body that hasn’t formed yet.

Interim CAO Sisson stated that he reduced the number of meetings by one and included a review session to revisit any departments that had to make changes.

Councilor Paul stated in the past there was a resolution passed requesting that as department heads present their budgets, they go over any deficiencies found in the management letter affecting their department. They would also present a plan for correcting the issue. Interim CAO Sisson stated they will do that.

City Council President Shannon and Councilor Bushor made a motion to postpone action until the next Board of Finance meeting and to distribute the schedule to the Council on April 1.

Councilor Bushor stated there will be a new Council and Board of Finance on April 1. It would be helpful to have this available for that Council. Interim CAO Sisson stated he will do that. Mayor Weinberger stated they may schedule a new Board of Finance meeting between organization day and the first Council meeting.

The motion passed unanimously.

**11. Fiscal Stability Bond Preliminary Time Schedule**

Interim CAO Sisson stated they are on track to close by the end of April. They will not price or sell until after income taxes are complete on April 15. They have made great progress on the document. The description of the City was submitted and they will have a new version of the preliminary OS soon. They are not anticipating any problems with meeting this schedule.

Councilor Paul inquired what they anticipate for an issue date. Interim CAO Sisson stated the closing will be April 17-23. Councilor Paul inquired when they will be dated and when the payments will be. Interim CAO Sisson stated the payments will be either annual or semi-annual. It will be a 15 year term with \$600,000 principal payments per year. The date of the issuance is usually the date of the official statement. Debt service requirements will be on the first of the month.

## **12. Communication of Status of Audit Reports (Verbal)**

Interim CAO Sisson stated on Friday he received a revised draft of the Water Enterprise Funds. He will review the document and then issue it. The Single Audit Report draft should be complete this week. They are still working on one comment within the management letter and they will then issue that final.

## **13. Communication of FY13 Budget Status (Verbal)**

Interim CAO Sisson stated they are concerned with two departments. Parks and Library have new directors who inherited budgets that were poorly pulled together. They have worked with the departments to make their budgets work as much as possible. The Parks Department has been working to make up \$90,000 in parking lot revenue at Perkins Pier that was put into the budget even though the contract was not renewed. The Library had a major HVAC unit break down and had no choice to repair it. Without a director, they went ahead and made the repairs. They are working to resolve that problem. The Fire Department is facing problems with overtime expenses because of the contract and minimum staffing requirements. They cannot avoid overtime with the way the contracts are set up. It affects the department as a whole, not the stations, so they do not even have an option to close a station. They will work to change minimum staffing requirement to something that provides more flexibility during negotiations. They have over-expended about \$100,000.

Councilor Bushor inquired when the third quarter revenues will be finished. Interim CAO Sisson stated they like to wait about two or three weeks to get payables caught up. He will present something to the Board on April 15. Councilor Bushor thanked him for letting them know about the budget problems. There could also be areas where they exceeded expectations and would like to see how they are doing. There may be opportunities that were not realized that could offset the problems. Staffing of the Fire Department is complicated and she does not know what the regional or national norm is for staffing. Much of the decision was based on safety issues. Interim CAO Sisson stated he has heard the history of it and it has been a difficult battle. They will try to have minimum staffing addressed in a separate way in the future.

Interim CAO Sisson stated they think they will be ahead about \$100,000 on the gross receipts tax. They still have only received the first quarter of sales tax from the State.

Councilor Paul stated there are other municipalities that rely on sales tax revenue and the State

holds on to that money for a long time. She inquired if there has been any recent attempt to get the affected municipalities together to meet with the State. Interim CAO Sisson suggested they could work through VLCT. Mayor Weinberger stated it has not been suggested recently but they have been working more closely with other towns. That is a helpful suggestion.

#### **14. Communication of Status of Records Storage at 3060 Williston Road (Verbal)**

Interim CAO Sisson stated they have worked on the records storage facility at 3060 Williston Road. It is owned by the Airport. Boxes on the floor have been moved to new shelving. The hardest part will be selecting boxes that can be destroyed to make room for new records. That process has begun but is a difficult one. If a permanent record is destroyed there are problems. Once the boxes are sorted they will have them shredded.

Councilor Bushor inquired if there can be a selection process when they are boxed. There are some things that have to be retained for different lengths of time. When they store records, they write the destruction date on the box. It is essential to identify things correctly. Interim CAO Sisson stated most boxes are labeled with a destruction date. They have also put together a summary of the State's and City's records retention requirements. He will verify that everything is destructible before going ahead with it.

#### **15. Communication of Status of Financial Literacy Webpage (Verbal)**

Interim CAO Sisson stated he has begun looking for other financial literacy webpages to get ideas. He will likely borrow from other sources to create it.

Councilor Paul stated she would be happy to work on this project. The intent was to help people understand the pages of the budget and the audit. Many people feel they do not understand them fully. There are only a few pages that really matter. Having that explained in a way that is meaningful would allow for more understanding and transparency.

#### **16. Communication of Status of Financial Strategic Plan (Verbal)**

Mayor Weinberger stated they are encountering challenges with moving forward on this item. They first need to have an FY14 budget and the CAO's Office is focusing on that. They are also about to begin collective bargaining negotiations with two unions. Those contracts will affect the strategic plan. When these are complete, they will have a better understanding and capacity to move forward with this. This is the first time that they are aware of the City doing multi-year projections. This will be addressed after the budget process.

Without objection, Mayor Weinberger adjourned the meeting at 6:55pm.



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### BOARD OF FINANCE MONDAY, APRIL 15, 2013

#### MINUTES

**PRESENT:** Mayor Weinberger; City Council President Shannon; Councilors Knodell, Bushor, and Decelles.

**ALSO PRESENT:** Interim CAO Sisson; ACAO Schrader; City Attorney Eileen Blackwood; Assistant City Attorney Richard Haesler; Pat Buteau, DPW; Stephanie Hanker, HR; Kirsten Merriman-Shapiro, CEDO; Bill Ward, Code Enforcement; Bob McEwing, Ryan Betcher, Airport

#### 1. Agenda

On a motion by Councilors Knodell and Decelles, the agenda was adopted unanimously as presented.

#### 2. Public Forum

No one came forward to speak.

#### 3. Approval of the Board of Finance Minutes

##### a. March 18, 2013

On a motion by Councilor Bushor and City Council President Shannon, the minutes were adopted unanimously as presented.

#### 4. Reclassification of Site Coordinators to Recreation Specialists – PARKS/HR

Councilors Bushor and Decelles made a motion to approve the reclassification.

Councilor Bushor stated inquired if these people report to someone of the same level or if they report to the Director. Stephanie Hanker, HR, stated they report directly to the Director.

The motion passed unanimously.

#### 5. Authorization for Equipment Maintenance Budget Amendment - DPW

City Council President Shannon and Councilor Bushor made a motion to approve the amendment.

City Council President Shannon inquired where the money to pay for this is coming from. Pat Buteau, DPW, stated it will be coming from revenues of the Department. Every year for the last seven years expenditures have been over budget, but their revenues have also been higher than estimated so they end up returning money to the general fund budget. With the New World

System, expenditures must be indicated up front. Interim CAO Sisson stated that Purchase Orders encumber money to prevent over-expenditures without an override or a budget adjustment.

Councilor Decelles inquired if this is an example of what they addressed at the last meeting. Interim CAO Sisson stated it is and there will be a number of budget adjustments in the coming weeks.

Councilor Bushor stated the maintenance division services vehicles from other divisions. She inquired if they anticipate what parts they will need in advance. Mr. Buteau stated they do not need to do that anymore. They can go on-line and find the best prices from their parts suppliers as they are needed. It is pointless to keep parts on the shelf, as the parts are delivered within hours. Councilor Bushor inquired if they have not yet received enough money to purchase the parts. Mr. Buteau stated they are approaching the end of the year and have had some significant expenditures come up. They had to make major repairs to a backhoe and an engine in a recycling truck. When money is not spent on capital equipment, they have to spend more on repairs. This will allow them to continue with repairs without having to constantly request more money.

Mayor Weinberger stated they are requesting \$90,000 of additional money, which represents 3% of the total of that line item for the year. This expense will ultimately be distributed between departments. Mr. Buteau stated that is correct and they may not use it all. Councilor Knodell inquired if they are asking for the authority to exceed the budget. Mr. Buteau stated that is correct. Councilor Bushor inquired if they have the ability to override these expenditures in the computer system. Interim CAO Sisson stated that they do. Councilor Knodell inquired if revenue received from the other departments can allow them to exceed their budget. Interim CAO Sisson stated in this instance, it is unknown where the revenues will be coming from. Mr. Buteau stated it would be hard to apportion it to a specific department. Councilor Bushor inquired if they will put their best guess into the next budget so that they have that money and will not have to request a budget amendment. New World will then allow that money to be spent because it is in the budget. Interim CAO Sisson stated that is the intention.

The motion passed unanimously.

## **6. Waterfront TIF Reimbursement – CEDO**

Councilors Knodell and Decelles made a motion to approve the reimbursement.

City Council President Shannon stated this will authorize spending some of the \$6.05 million that the voters approved before they have gotten the bond. Sometimes that has worked out and other times it has not. Assistant City Attorney Haesler stated that the spending has already been authorized, but this will allow reimbursement to take place when the bonding happens. This is a formality that will allow those bills to be reimbursed by the bond.

Councilor Bushor inquired about a blank in the resolution. Assistant City Attorney Haesler stated that the final resolution states it is not to exceed \$1.5 million. Doing this will allow reimbursement because it shows the Council's intent. Interim CAO Sisson stated they did not want to move this resolution forward until they had an expectation that invoices for the projects will start coming in for payment. This will allow them to pay bills through the TIF account and

reimburse it with the bond proceeds.

Councilor Knodell inquired how they will make payments now. Interim CAO Sisson stated they will use normal cash flow. The initial amounts are small. Councilor Knodell inquired if they are regularly looking at the cash pool and what is being used. Interim CAO Sisson stated they look closely at that. In the next 12 months, he will be working to bring all of the balances back to zero with the exception of BT. Councilor Knodell inquired if there is a report they will see on Board of Finance agendas. Interim CAO Sisson stated that they are working on adding that capability to the system. It has been a standing request but is difficult to accommodate when it needs to be done manually. Cash flow has been improving. Mayor Weinberger stated they have been reducing unfunded expenditures. This should create no reason for concern. They have fully expended on the federal grant and have additional costs. Kirsten Merriman-Shapiro, CEDO, stated that the voters approved the bonding and they are working to begin construction. They are working to coordinate the timing with Bike Path construction.

The motion passed unanimously.

**7. Authorization to Accept Bulletproof Vest Grant – POLICE**

**8. Authorization to Accept American Dream Grant – LIBRARY**

**9. Authorization to Accept Donation from Ernie Pomerleau – LIBRARY**

The Board addressed items to allow the Police Department to accept a grant to purchase bulletproof vests, to allow the Library to accept a grant to fund ESL teachers, and to allow the library to accept a grant to purchase an early literacy station and to fund citizenship and digital literacy classes.

City Council President Shannon inquired if there is a better way to address accepting this money than requiring Board of Finance and City Council approval. The resolution delegating budget-neutral adjustments of up to \$25,000 to the Administration also applies to grant acceptance.

City Council President Shannon and Councilor Decelles made a motion to accept the grants. The motion passed unanimously.

**10. Authorization for Grant Amendment – AIRPORT**

The Board addressed an item to allow the Airport to amend a grant agreement made with the State of Vermont.

City Council President Shannon and Councilor Bushor made a motion to recommend the grant amendment. The motion passed unanimously.

**11. Authorization for Lease with NYNEX dba Verizon – AIRPORT**

The Board addressed an item to allow the Airport to execute a lease agreement with Nynex for the installation of cell towers on the parking garage.

City Council President Shannon and Councilor Knodell made a motion to approve the lease.

Councilor Bushor noted a discrepancy between the agreement and the resolution.

The motion passed unanimously.

Councilor Bushor inquired if South Burlington knows about the towers. Bob McEwing, Airport, stated as part of the process for the last addition to the parking garage, they included the cell towers. Councilor Bushor stated she is never sure how to notify South Burlington in the right way. Mayor Weinberger stated they are making an extra effort to ensure that everything is being done well to coordinate with South Burlington. Mr. McEwing stated they were originally going to put a tower up on the roof, but this will place them on the sides of the construction.

## **12. Authorization for Terminal Passenger Boarding Bridge – AIRPORT**

The Board addressed an item to allow the Airport to sign a contract to replace a passenger boarding bridge.

City Council President Shannon and Councilor Knodell made a motion to approve the contract. The motion passed unanimously.

## **13. Authorization to Renew Lease with Fedex – AIRPORT**

City Council President Shannon and Councilor Knodell made a motion to approve the lease.

Councilor Decelles inquired about a line in the agreement that references ‘significant landing fees that will provide additional revenue’. Mr. McEwing stated Fedex has shifted from using a Boeing 727 to a Boeing 757, which is a heavier and wider and will therefore increase their landing fees.

Mayor Weinberger inquired if livable wage applies to this lease. Ryan Betcher, Airport, stated it is included. Mr. McEwing stated he does not believe it is included. City Attorney Blackwood stated there are a handful of Airport leases that are not in compliance with livable wage. Mayor Weinberger stated there will be a report on livable wage.

Councilors Knodell and Bushor made a motion to approve the lease with the updated livable wage language. The motion passed unanimously.

## **14. Transfer of Dollar Car Rental Brand to Advantage – AIRPORT**

The Board addressed an item to allow the Airport to allow Hertz to transfer their Dollar Rent A Car brand to their Advantage brand.

City Council President Shannon and Councilor Bushor made a motion to approve the transfer.

Mr. McEwing stated they pay based on how many cars are in the garage and based on their sales.

Councilor Bushor noted an error in the resolution.

The motion passed unanimously.

#### **15. Appointment of Trustee for BED 457 Plans – C/T**

Interim CAO Sisson stated because of various changes, Burlington Electric's 457 Plans no longer have a trustee. This is a formality to appoint a trustee.

Councilor Bushor and City Council President Shannon made a motion to approve the appointment. The motion passed unanimously.

#### **16. BOF/CC Work Session Timetable Alternatives – C/T**

Interim CAO Sisson stated that the proposed schedule had meeting dates during school vacation week. A Councilor requested they poll the Council to see which dates work best for people. He has put forth an alternative schedule, but feels it would be difficult to cram the schedule into a shorter period. Mayor Weinberger stated he would prefer to start during vacation week since most members will be present.

Councilor Bushor inquired if there are departments that are less controversial that they could address during vacation week. Interim CAO Sisson stated they started with smaller, less complex departments. Councilor Bushor requested that they move the Code Enforcement presentation. Interim CAO Sisson stated he considered when department heads are available when he set the schedule. It would be difficult to move now. Councilor Bushor stated that is fine. Interim CAO Sisson stated finding open evenings is becoming difficult. He would prefer to commence the work sessions sooner.

The Board decided to hold meetings during vacation week and discussed the ways to keep members of the Council informed.

The Board discussed their meeting schedule for the year and decided to meet on weeks that do not have City Council meetings.

#### **17. Status of Fiscal Stability Bond (Verbal)**

Interim CAO Sisson stated that they received their rating for the Fiscal Stability bond. They are still Baa3 with a negative outlook because of BT. He was disappointed with the rating and had hoped they would at least have a stable outlook. It is still early to get a sense of pricing. They will have calls on Wednesday and Thursday and the Board will meet on Thursday for final approval. Mayor Weinberger stated they emailed the full report from Moody's to the Board..

City Council President Shannon inquired if they had made efforts to negotiate with the credit rating agencies to get a better rating. Interim CAO Sisson stated they have a strict process which gives them two hours from when they release the rating to respond. Because there were errors, he had requested more time. They did get their comments in on time, but the copy that was issued the following morning was the original version. They then reposted the updated version. They give some information about what affects the rating. City Council President Shannon inquired if the Moody's ratings committee reviewed correct information. Mayor Weinberger stated that they



reviewed it and had an extensive presentation. Interim CAO Sisson stated he will have more information on Thursday. The markets have been good this week.

#### **18. Status of FY2013 Budget (Verbal)**

Interim CAO Sisson stated they are monitoring all budgets. They are reviewing budget adjustments, most of which are below the threshold of requiring Board of Finance approval. They will present a summary of budget-neutral adjustments to the Board on a monthly basis. Some departments are having trouble and others are doing better than expected. He expects there will be a small surplus, but will continue to be vigilant about reviewing the expenditures of each department in the fourth quarter. They are also monitoring lower than budgeted revenue by department.

Councilor Bushor inquired when the end of quarter information will be ready. Interim CAO Sisson stated they would like three weeks after the end of the quarter to capture everything. He plans to distribute that information with March items. Councilor Bushor stated the goal was to see both where there were problems and where they have done better than anticipated.

#### **19. Status of FY2014 Budget Process (Verbal)**

Interim CAO Sisson stated the budget is underway and they have already met with two departments. They are asking everyone to level fund, which will be difficult for departments to achieve, as they have to account for COLA and Step Increases in their salaries and wages. There has been growth in the grand list, but not to the extent that it would offset the increases they have committed to in the labor contracts. Departments will not be allowed to draw more from the general fund. They have been working through the issues with departments. They will be presenting the budget at City Council Work Sessions.

Councilor Knodell inquired what materials they will get. Interim CAO Sisson stated they will get the actual budget and the organization chart. Some departments put together PowerPoint presentations. They will explain their budgets during the Work Sessions.

Without objection, Mayor Weinberger adjourned the Board of Finance meeting at 6:01pm.



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**Report on Current Implementation of City of Burlington's Livable Wage Ordinance**

To: Mayor Miro Weinberger  
Date: April 19, 2013  
Prepared by: Eileen M. Blackwood, Esq., with the assistance of Eugene Bergman, Esq.,  
Richard Haesler, Esq., Gregg Meyer, Esq., Kim Sturtevant, Esq., and Linda  
Blanchard

**Summary of Findings**

1. Of approximately 160 contractual arrangements meeting the threshold to spark the livable wage (LW) requirement (see attached Appendices), about 73 (46%) contain reference to the livable wage; of these, only 23 (14% of the total) include the contractor's oath of compliance that the ordinance requires (and all but four of these have been obtained since this review began, in 2013). However, BED engages many of its contractors via Purchase Orders, rather than full-blown contracts, so it has a practice of obtaining verbal confirmation of the payment of LW (or, in some cases, receives written verification of the actual wages paid pursuant to a federal contract). Another two of the 156 contracts received exemptions under the provisions of the ordinance—one in 2010 and the other just prior to this review. No other exemptions have apparently been requested. Including verbal assurances of compliance, the City has addressed livable wage in some way in about 67% of its contractual arrangements, many only recently.

2. Until this review began, except for BED, the City has done little monitoring of compliance, so the relationship between contract language and actual compliance with the requirements of the ordinance cannot be measured. BED has been verbally confirming compliance with its contractors, and its federal ARRA contract calls for actual wages to be verified by covered contractors. BED's process requires significant follow-through and monitoring. For most of the City, there is no mechanism or personnel to actually do the monitoring contemplated by the ordinance.

3. In early 2013, the City developed a LW webpage and placed the current livable wage calculation on it. Until then, it was not easy for anyone to find out what Burlington's current LW rate actually was. Even City staff claimed they did not know the current rate until

the website was created and publicized. The ordinance requires that the annual rate be provided individually to each covered employer; this has not been done.

4. Burlington's LW rate (\$13.94 with health insurance; \$17.71 without) is at the high end of LW rates around the country. The State of Vermont LW for 2012 is \$12.48 per hour, including health insurance. Other communities' rates range from about \$10 to \$14 an hour with health insurance, and \$1 to \$3 higher with health insurance. Burlington's calculations also include no credit for other benefits an employer may provide.

5. The existing contracts that mention the livable wage vary widely in the quality of their compliance. Some contracts just have general language requiring compliance with local ordinances. Some refer specifically to compliance with the livable wage. Others give more detail about the ordinance but do not specifically state that this contractor agrees to comply with the ordinance. Even within departments the language and degree of clarity may vary. In fact, the same contractor may have LW language in one contract and not in another.

6. Some vendors/contractors have contracts with more than one City department, yet their contracts are not combined to determine compliance, as contemplated by the ordinance. The City currently has no centralized contract review or site that would be able to catch such combinations.

7. The ordinance states no rationale for including all property under the jurisdiction of the airport commission, while not doing so in other areas of the City. As a result, the ordinance language dealing with the airport includes ground and space leases, while in the rest of the City, only contracts for services are included. Outside the airport, concessionaires that lease space from the City are not required to pay a livable wage, although they are physically operating on City property.

8. In only two instances has an exemption from the LW been requested under the ordinance's procedures. In both cases, the exemption was granted, but there are no standards for when an exemption should be allowed. Certain contracts for services such as computer software support may require some kind of exemption, as they tend to have standardized, non-negotiable terms.

9. The ordinance requires subcontractors to comply with the ordinance if the general contractor must, but few of the contracts specifically reference the requirement that the general contractor ensure that subs comply.

10. This study found no evidence to suggest that the \$15,000 threshold annual amount for contracts requires adjustment. Using general inflation rates, \$15,000 in 2001 would be equivalent to about \$19,500 today. Adjusting the floor for inflation would appear to affect only a few of the contracts identified above.

## **I. Summary of the City of Burlington's Livable Wage Ordinance**

Burlington adopted a livable wage ordinance effective November 19, 2001. Portions of it were amended Feb. 17, 2004, May 2, 2011, and June 13, 2011.

### *Covered entities*

The ordinance applies to

- any entity "that has a contract with the City of Burlington primarily for the furnishing of services" if the total contract (or contracts) exceeds \$15,000 in any twelve months;
- any entity contracting with the City "for use of property under the jurisdiction of the board of airport commissioners;"
- any entity "that is the recipient of financial assistance from the City of Burlington in the form of grants administered by the city" if the grant exceeds \$15,000 in any twelve months;
- subcontractors or subgrantees on any of the above contracts; and
- the City of Burlington

if the contract or grant was awarded or entered into after Dec. 19, 2001.

### *Covered employees*

An employee of a covered entity, except those covered by a collective bargaining agreement, must be paid a livable wage during the time s/he furnishes services funded by the city.

Regular, non-seasonal employees (full- or part-time), except those covered by a collective bargaining agreement, also must be paid a livable wage for all time worked if they expend at least half of their time on activities funded by the city. This has been interpreted to mean that temporary employees are not covered. Volunteers, apprentices, and student interns are not included.

Covered employees must also receive at least twelve paid days off a year (or the proportionate amount of time for part-time employees) for sick, vacation, or personal leave.

### *Livable Wage*

The ordinance requires that covered employees be paid at least the livable wage, except that tipped employees or those who receive other compensation must receive total compensation of at least the livable wage.

The livable wage rate is adjusted as of July 1 of each year by the City's CAO. It is based on a model of two adults living in a two bedroom living unit in an urban area with a moderate cost food plan, although that model is not effective until rates meet or exceed the 2010 posted livable wage rates. In other words, the rate cannot go below the 2010 rate.

The livable wage rates are to be published in a newspaper, posted in City Hall, sent in writing to the city council, and sent by written letter to each covered employer.

### *Enforcement*

The ordinance contemplates that as a condition of any contract or grant, the covered entity must:

- submit a written certification under oath confirming payment of a livable wage;
- post a notice about the ordinance in the workplace;
- provide payroll records or other documentation to the CAO within 10 days of request.

If a covered entity does not comply, the City may modify or terminate the contract or ask a court for specific performance of it. A violator can be barred from any contract or grant for two years from the date of the finding of violation. A violation is a civil offense subject to a penalty of \$200-\$500.

#### *Other Provisions*

No employee's compensation, benefits, or leave can be reduced to pay livable wage. Employees must be informed of their possible right to the Earned Income Tax Credit under federal and state law.

The CAO may promulgate rules to administer this provision, on approval by the city council.

#### *Exemptions*

A partial or complete exemption may be given if compliance would cause "substantial economic hardship." A request is submitted to the CAO for consideration by the Board of Finance (with prior notice to the city council). If the BOF decision is not unanimous, the city council may review it at its next meeting.

## **II. Scope of Review**

The City Attorney's Office contacted each department in the City to determine the current state of implementation of the livable wage ordinance. The first step was to identify all contracts and grants for services (or under the jurisdiction of the airport commissioners) with an annual value of \$15,000 or more. These contracts and grants were then reviewed to determine whether or not reference was made to the livable wage ordinance and if so, the nature of that reference. After the table of contracts was developed, it was circulated to all City departments for review, and the draft report was also reviewed by departments for comment.

Because the airport is identified separately in the ordinance, the review began with contracts for property under the jurisdiction of the board of airport commissioners. Two departments had no contracts subject to the LWO, the Assessor's Office and City Arts (BCA), although BCA does have several agreements below the threshold \$15,000 per year. The specific contracts included in this review are identified by department in the Appendices.

This review does not include the Burlington School Department.

### III.

#### Existing Implementation by City Department

##### **Airport**

Approximately 30 contracts involving property under the jurisdiction of the airport commissioners and for more than \$15,000 (Appendix A) were reviewed. These can be summarized into five categories: 1) carriers 2) rental car companies, 3) concessions, 4) construction and related contracts, and 5) ground leases.

- 1) Carriers. All four major carriers have been subject to hold-over leases in recent years, a couple with original agreements prior to enactment of the LWO. None of these include any livable wage provisions. They do, however, contain the language, "Airline's right of access to the Airport shall be subject to all federal, state and local laws or regulations and all Airport rules, regulations, and ordinances, now in effect, or hereinafter adopted or promulgated." None has a certificate of compliance. The airport has had to actually provide financial incentives to keep many of the airlines providing service at an acceptable rate. These four major carriers affect as many as 200 jobs. Airline employees report to airport staff that they generally are not unionized and are not all paid a livable wage at Burlington's current rate.
- 2) Rental car companies. All five rental car companies have new lease agreements in 2011 and 2012 which state that the "Contractor shall comply with the livable wage ordinance to the extent that it is a covered employer under the ordinance." The agreement does not, however, state that the companies are covered employers. None has a certificate of compliance. It is believed that the companies do comply with the ordinance.
- 3) Concessions. The five concession agreements vary greatly. The agreement with Hudson News contains a long description of the concessionaire being "advised" about the requirements of the LWO, but it does not specifically state that the concessionaire agrees to abide by the ordinance. Hudson News states, however, that it does comply. In contrast, another concessionaire, One Flight Up, that operates the restaurant, had a lease agreement that pre-dated the ordinance, and thus it was treated as grandfathered and not subject to the ordinance until the renewal of the agreement (which is to occur this year). In response to a recent RFP, One Flight Up reported that it cannot comply with the LWO. A recent concessionaire, the Skinny Pancake, received from the Board of Finance a complete exemption under the ordinance. The final two concession agreements are split, one with LW language, one without. None has a certificate of compliance.
- 4) Contractors. These six contracts were entered into after an RFP process, some of which called for the contractor to comply with the LWO. Those contracts may reference the RFP but do not contain any separate provision in the contract concerning the LWO, nor is there any explicit agreement to comply or a certificate of compliance.
- 5) Ground leases. The airport has nine ground leases with commercial entities for space it owns in South Burlington. Six of these reference the LWO. One notable

agreement is with Heritage Air. Its parent company has a ground lease with BCDC, and Heritage has a fixed base operator service agreement with the airport. The operator service agreement has specific language in which Heritage "agrees to comply with the City of Burlington's Livable Wage Ordinance, ... as amended from time to time." The company also provided the City with a Certificate of Compliance that it developed to satisfy an internal audit. Its parent's ground lease, however, signed in 2006 for a twenty year term, also contains an agreement to comply with the LWO, but explicitly states that "[t]he Livable Wage amount shall remain the same for the term of this Contract."

The airport also has about 14 commercial contracts not covered by the LWO and four contracts with federal or state military entities.

### **Burlington Electric Department (BED)**

BED has approximately 43 contractual arrangements subject to the LWO (Appendix B). Of these, BED has written contracts with only seven of them, and all of these contracts include references to the contractor's compliance with the livable wage and local law, although none has a certificate of compliance. One company, Apco, has provided a letter confirming payment of the livable wage. The remaining 36 contractors are paid through purchase orders which include no reference to the LWO. BED has been obtaining verbal verification that its contractors comply with the LWO. In addition, under its federal ARRA contract, some contractors verify actual wages paid. BED reports having to pay an additional amount (\$6000) for its janitorial contract to ensure compliance with the LWO.

### **Burlington Telecom**

BT has over 500 contracts, including licenses and leases, as well as agreements for video content, professional services, and business services. Only six of these are subject to the Livable Wage Ordinance (Appendix C). The others either involve service agreements for less than \$15,000 per year or agreements that are not for services. BT has recently (in 2013) obtained certificates of compliance from all six of its contracts covered by the LWO.

### **Chief Administrative Officer's/Clerk/Treasurer's Office**

The Clerk/Treasurer's Office has four contracts subject to the LWO (Appendix D). One of these, with TD Banknorth, received a partial exemption from the Board of Finance in June 2010. The RFP had referenced the LWO requirement, and TD Bank requested an exemption, which was granted by the Board. The final contract language stated, "[T]his RFP provision is modified to exempt TD BANK from having to comply with the ordinance for those staff members who may process a transaction or perform maintenance related to this contract but is not exempt from the requirements of the ordinance for management employees who are or become the primary contacts for this contract." The contract with Hickock & Boardman was recently (March 2013) renewed and a certificate of compliance obtained. The other two contracts have no reference to the LWO and no certificate of compliance.



## **Church Street Marketplace**

The Marketplace has two contracts subject to the LWO—one for hanging Christmas lights and one for snow removal (Appendix E). Neither agreement references the LWO or has any certificate of compliance, but both contractors have recently verbally indicated their compliance, according to the Marketplace Director. The LWO has not historically been referenced in Marketplace agreements.

## **City Attorney's Office**

The City Attorney's Office has contractual relationships with three outside law firms who are paid \$15,000 or more in a year (Appendix F). These firms have never been asked about compliance with the LWO until this review occurred. All have now confirmed they are in compliance and have provided certificates of compliance. The City Attorney's Office also contracts with other law firms or other consultants from time to time for amounts less than \$15,000.

## **Code Enforcement**

Code Enforcement has only one contract subject to the LWO, with a non-profit, CVOEO (Appendix G). This agreement does not reference the LWO, and no certificate of compliance has been obtained.

## **CEDO**

CEDO has four contracts subject to the LWO (Appendix H). One contains a long paragraph outlining the LWO and stating that the contractor "shall pay its employees not less per hour than the amount set as the Livable Wage." However, it goes on to say that the livable wage will only be adjusted at the renewal of the agreement and not during its term. It does require the contractor to post a notice to its employees. A second provides that "Grantee shall comply with the Burlington's Livable Wage Ordinance..." The two others have no compliance language, although the RFP's may have contained the requirement. None has a certificate of compliance.

## **Fire (BFD)**

The Fire Department has one contract covered by the LWO for ambulance billing (Appendix I) and one other for less than the threshold \$15,000. A third contract is shared with BPD. The covered contract contains no reference to the LWO, but a certificate of compliance has recently (March 2013) been obtained.

## **Fletcher Free Library**

The Library has one contract subject to the LWO (Appendix J), which contains the broad, general language that the contractor "shall comply with all ordinances of the City of Burlington."

It contains no specific reference to the LWO, however, and no certificate of compliance has been obtained.

## **Human Resources**

Human Resources has seven general (Appendix K) and seven retirement-related (Appendix P) agreements. The general agreements include health, dental, and life insurance services, EAP, and medical reviews. The retirement agreements are consulting and investment services. Certifications have recently (March 2013) been obtained from five of the general and one of the retirement contractors. None of the rest has any reference to the LWO or certificate of compliance. One of the agreements has reference to complying with local law. Recently, Lincoln Financial, the provider of the City's life insurance policies for its employees, has reviewed the LWO and asserts that it is not covered by the ordinance. Several of the retirement agreements are for investment accounts, which also may not be covered by the LWO. The LWO has been specifically referenced in current, pending RFP's for employee insurance coverage.

## **Parks & Recreation**

Parks has approximately 15 contracts from 10 vendors that are subject to the LWO (Appendix L). Some of the vendors have multiple contracts that add up to more than \$15,000 in a year. Of these contracts, six reference the livable wage. The compliant contracts contain various language on the issue, but three state, "The Contractor shall comply with all applicable Federal, state and local laws including, but not limited to, the Burlington Livable Wage Ordinance." Another contains much more detail about the amount of the livable wage and what is required. None has a certificate of compliance. The contracts that do not comply are generally smaller contracts (less than \$15,000) but involve vendors who have multiple contracts and thus are subject to the ordinance. Parks also has numerous concession agreements that are not covered by the LWO, as they do not involve the furnishing of services.

## **Planning and Zoning**

Planning and Zoning has two consulting agreements subject to the LWO (Appendix M). Neither has any reference to the LWO, and no certificates of compliance have been obtained.

## **Police (BPD)**

BPD has two contracts for services covered by the LWO (Appendix N). One is for towing services, and it includes language that the towing company "shall comply with all ordinances of the City of Burlington," but contains no specific reference to the LWO. A certificate of compliance has recently (March 2013) been obtained. The second, for communications equipment support, also contains no reference to the LWO, although a certificate of compliance has recently (March 2013) been obtained. Eight or nine other contracts for copier maintenance, computer support, CAD development, and other building and equipment support fall below the \$15,000 threshold.

## **Public Works (DPW)**

At the time of this review, DPW has approximately 32 contracts with 19 different vendors subject to the LWO (Appendix O). Of those, only five contracts have no reference to compliance with local ordinance or livable wage of any kind. The remaining 27 vary in how they address the issue. Three have language about complying with the LW and also include signed affidavits certifying compliance by the contractor. Except for one from the Airport, these appear to be the only three fully compliant contracts signed prior to 2013. Other DPW contracts include the somewhat confusing statement, "All applicable federal, state and local rules and regulations require the compliance with but not limited to the following rules and regulations: ... 7. Burlington's Livable Wage Ordinance." Some go further and actually include the LWO text. Others incorporate by reference the original bid or RFP, which contains notice to the bidders of the LWO.

#### **IV. Existing Contractual Language**

Three contracts from DPW entered into prior to 2013 appear to be in full compliance with the LWO, containing language referencing the LWO and affidavits from the contractors certifying compliance.

The rest of the 73 contracts that include reference to the livable wage contain a variety of provisions. For example, several DPW and Parks contracts contained the following grammatically awkward language:

All applicable federal, state and local rules and regulations require the compliance with but not limited to the following rules and regulations...6) Burlington's Livable Wage Ordinance.

While it seems clear the intent is to require the contractor to comply with the LWO, the language does not contain a clear agreement by the contractor to do so, merely a statement of the law. The ordinance states that the City "shall require, as a condition of any contract or grant covered by this section, that the affected covered employer submit a written certification, under oath" of its compliance. So, an argument could be made that the City's failure to require the certification is a violation of the ordinance by the City and/or acts as a waiver of the ordinance. Thus, the language leaves the provision open to contest.

In contrast, other contracts use language such as:

The Contractor shall comply with all applicable federal, state and local laws, including but not limited to the City of Burlington's Livable Wage Ordinance.

This is stronger language that may avoid the concerns cited above. Other contracts contain a long paragraph outlining the requirements of the LWO, but some of these state they merely "advise" the contractor of the ordinance and do not contain any agreement by the contractor to comply.

The ordinance specifically states that the City must require as a condition of any contract that the employer submit a written certification under oath, confirming payment of a livable wage. It also requires that the employer agree to post a notice to employees about the ordinance and to provide payroll records on request. Thus, to be in full compliance, all contracts should include a sworn certification and the noted agreements.

One of the difficulties has been that the while there has been some attempt to develop standardized contract provisions for City contracts (dealing with other City-specific provisions, as well as LW), these have not been disseminated City-wide. Without a centralized contract administration system, the City has not had a method to ensure that appropriate provisions were included in all contracts. A centralized contract administration system would certainly aid the City's ability to monitor these issues.

All but a few of the certifications have been obtained in the months since this review was undertaken, as contracts came due or were re-negotiated. While a certification had been prepared by the City Attorney's Office in the past, it was not widely disseminated or used. Since this review began, a standardized certification form has been developed and a web page devoted to the LW. Suggested contract language is also in development.

The ordinance requires covered employers to post a notice to employees, but that notice must be updated, usually annually, as the LW changes. The ordinance contemplates having the City send that notice to covered employers annually, but that has not been done. Since the development of the website, the notice has been posted on the LW website, and contracts can now require the employer to download and post that notice without the cost of mailing.

## V. Findings

1. Of approximately 160 contractual arrangements meeting the threshold to spark the livable wage (LW) requirement (see attached Appendices), about 73 (46%) contain reference to the livable wage; of these, only 23 (14% of the total) include the contractor's oath of compliance that the ordinance requires (and all but four of these have been obtained since this review began, in 2013). However, BED engages many of its contractors via Purchase Orders, rather than full-blown contracts, so it obtains verbal confirmation of compliance (or, in some cases, receives written verification of the actual wages paid pursuant to a federal contract). Another two of the 156 contracts received exemptions under the provisions of the ordinance—one in 2010 and the other just prior to this review. No other exemptions have apparently been requested. Including verbal assurances of compliance, the City has addressed livable wage in some way in about 67% of its contractual arrangements.

There appears to be no single explanation for this disappointing showing, but the majority of the compliant contracts involve construction-related contracts, particularly at DPW, Parks, BED, and the Airport. Construction-related service contracts were a primary focus of the ordinance, as they are in many LW jurisdictions. Thus, City staff members entering into construction-related contracts have been aware that the ordinance applied, while those handling other types of service contracts (or airport contracts) appear to have been unaware or confused about the application to other types of contracts. The City's ordinance language is not limited to the construction field. This review will provide departments with a list of their agreements that should include LW provisions.

Another reason that LW references have not been included in all contracts appears to be because some contracts are standardized form contracts, and changes to those forms may be difficult or impossible to negotiate. Some of the businesses offering those contracts are large, national companies whose pay scales are not negotiable by the City of Burlington. In addition, it may be difficult to monitor which employees of those companies actually work on Burlington projects. As currently written, the ordinance contemplates that exemptions would be sought for these agreements.

A third reason LW references have not been included appears to be because some of the agreements are fairly informal with either no or limited written agreements. In some situations the City has been working with a provider for many years; in others, there may be multiple small projects, each of which is fairly straightforward or occurring within a short timeframe, so only a brief agreement on general terms has been prepared.

The absence of a centralized contract administration system has meant that no department or person is clearly in charge of training or ensuring that City departments understand how to carry out the purposes of the ordinance. No training has been provided to City staff in how to address LW, and those departments that do comply have adopted their own procedures for doing so. In fact, the City has not had a uniform practice of having legal review of all contracts, especially those that the department considers simple or non-negotiable.

2. Until this review began, except for BED, the City has done little monitoring of compliance, so the relationship between contract language and actual compliance with the requirements of the ordinance cannot be measured. BED has been verbally confirming compliance with its contractors, and its federal ARRA contract calls for actual wages to be

verified by covered contractors. BED's process requires significant follow-through and monitoring. For most of the City, there is no mechanism or personnel to actually do the monitoring contemplated by the ordinance.

The absence of monitoring means that it is not known whether the firms whose contracts include livable wage language actually do pay the livable wage. It is also not known whether they pay higher wages than those firms whose contracts do not include the language. City-wide, confirming compliance is a fairly burdensome task, and obtaining certificates, particularly for those departments with large volumes of outside contractors, will take significant follow-through and monitoring. For most of the City, there is no mechanism or personnel to actually do the monitoring contemplated by the ordinance. While the ordinance allows the CAO to request payroll information, there is no protocol to suggest when or how that should be done. Even if the records were requested, the City has not established any system or hired personnel to review and evaluate those records to determine compliance.

In fact, until this review began, the City has not generally required covered employers to submit the written certification of compliance that is contemplated by the ordinance. Thus, it is unclear whether or not the firms whose contracts include livable wage language are aware of the provision or conduct any self-monitoring to ensure compliance. Written certification would at least require the employer to think about the issue (and hopefully do some self-analysis) before swearing to compliance.

3. In early 2013, the City developed a LW webpage and placed the current livable wage calculation on it. Until then, it was not easy for anyone to find out what Burlington's current LW rate actually was. A copy of the current rate was available at the Clerk's office, but it was not dated, and older versions were still being circulated. The ordinance calls for a copy of the annual calculation to be sent to covered employers, but that apparently has never been done. Instead, it has been left to employers (and apparently since 2007, to City staff) to contact the Clerk's office for a copy.

4. Burlington's LW rate (\$13.94 with health insurance; \$17.71 without) is at the high end of LW rates around the country. The State of Vermont LW for 2012 is \$12.48 per hour, including health insurance. Other communities' rates range from about \$10 to \$14 an hour with health insurance, and \$1 to \$3 higher with health insurance. Burlington's rate does reference the State's basic needs budget, but the ordinance states that the State's rate will not become effective until they meet or exceed Burlington's 2010 rates. As a result, even with the economic downturn, Burlington's basic livable wage rate has remained at \$13.94 from March 2009 to the present.

The National Employment Law Project reports a total of 123 LWO's across the country as of December 2010. At that time, Burlington's LW rate was reported as \$14.21 an hour with health insurance, \$15.35 without (Burlington's internal records show it as \$13.94/\$15.83). Of the 123 communities listed, only two communities' rates were higher than Burlington's: Sonoma and Richmond, both in California's Silicon Valley (two additional communities were higher in the without-health-insurance category). This list is a couple of years old now, but it appears that Burlington's calculation is still at the upper end of the range nationally.

Burlington's calculations also include no credit for other benefits an employer may provide. At a recent City Council meeting, a representative for City Market explained that City

Market meets the State's standard for LW (after a year of employment), even though it pays only \$10.31 an hour in wages, because of other benefits it offers, including a discount on food purchases. Other LW laws similarly allow credit to employers who provide in-kind or other benefits that meet some of an employee's basic needs, so that the actual cash wages paid may be lower. Burlington's ordinance provides no such flexibility to consider non-wage benefits.

5. The existing contracts that mention the livable wage vary widely in the quality of their compliance. Some contracts just have general language requiring compliance with local ordinances. Some refer specifically to compliance with the livable wage. Others give more detail about the ordinance but do not specifically state that this contractor agrees to comply with the ordinance. Even within departments the language and degree of clarity may vary. In fact, the same contractor may have LW language in one contract and not in another.

A centralized contract administration system would help address this concern, as will development of standardized contract language addressing the LWO and training for employees in how to ensure and monitor compliance.

6. Some vendors/contractors have contracts with more than one City department, yet their contracts are not combined to determine compliance. The ordinance contemplates that multiple contracts that add up to more than \$15,000 in any twelve months are covered, even if an individual contract is less than the threshold. The ordinance also does not address whether updated certifications are required each year during multi-year contracts, or just at the initial signing. The City currently has no centralized system that would be able to catch such combinations. In addition, it is not clear if multiple contracts are not contemplated, but occur over the course of the year, how the provision should operate.

7. The ordinance states no rationale for including all property under the jurisdiction of the airport commissioners, while not doing so in other areas of the City. As a result, the ordinance language dealing with the airport includes ground and space leases, while in the rest of the City, only contracts for services are included. Outside the airport, concessionaires that lease space from the City are not required to pay a livable wage, although they are physically operating on City property.

The airport has been struggling to meet its debt service obligations since 2009, and its finances are currently somewhat fragile, with poor bond ratings from the rating agencies. Currently, the airport has had to work hard to attract and maintain air carriers, often having to offer subsidies to encourage them. Only a few airports currently have a LW requirement that applies to airlines, and they are substantially larger than Burlington—Los Angeles and San Jose, for example. Thus, the impact of requiring airlines to comply with Burlington's LWO or requiring land-lease tenants to comply is not known.

The City also leases space at the airport to several concessionaires. One large company, Hudson News, is able to comply with the LWO, but the food service concessions seem to be more difficult. The entity operating the restaurant has indicated it cannot meet the current LW rates. The Skinny Pancake sought and received an exemption for its operations at the airport. However, that decision resulted in extensive negative publicity, even though reports indicate that the Skinny Pancake pays within what could be considered a prevailing range for the non-tipped food service industry. The airport's current RFP for its restaurant has received no bids. Potential



bidders have reported to airport personnel that they are not willing to go through what the Skinny Pancake did and that they cannot meet the City's LW rate. This suggests that the exemption process is not a particularly viable alternative for a business that cannot immediately agree to compliance with the ordinance.

8. In only two instances has an exemption from the LW been requested under the ordinance's procedures. In both cases, the exemption was granted, but there are no standards for when an exemption should be allowed. Currently, the process states only that an exemption may be granted if compliance "would cause substantial economic hardship." What substantial economic hardship means is not defined. To whom the hardship must occur—the business or the City—is also not defined. Further, seeking an exemption can incur negative publicity.

In addition to re-defining exemption standards, there may be other ways to address the underlying issue—that certain businesses may not be able to fully comply with the ordinance. These might include changes to the ordinance's definitions that allow employers credit for other benefits or for phased compliance.

Certain contracts for services may require some different treatment, if they tend to have standardized, non-negotiable terms. For example, computer support services that come with software or support contracts that come with certain goods may not be individually negotiable.

9. The ordinance requires subcontractors to comply with the ordinance if the general must, but few of the contracts specifically reference the requirement that the general contractor ensure that subs comply. The City has no information about whether subcontractors are even aware of the requirement.

10. This study found no evidence to suggest that the \$15,000 threshold annual amount for contracts requires adjustment. Using general inflation rates, \$15,000 in 2001 would be equivalent to about \$19,500 today. Adjusting the floor for inflation would appear to affect only a few of the contracts identified above. Thus, there does not seem to be an issue with the value of the services covered.

## V. Comparison of Other Livable Wage Ordinances

At least 120, and perhaps as many as 150, local communities in the U.S. currently have some type of livable wage ordinance. These vary greatly in their coverage and the wage rates required. Many, like Burlington's, deal only with service contracts. Some, however, are broader.

For example, in Santa Fe, the ordinance covers not only service contractors and grantees, but also all businesses required to have a business license or registration from the city and nonprofits in the city. This requirement does not include anyone with an ownership interest or their relatives and also excludes interns and apprentices, but otherwise covers all full-time, part-time, and temporary workers. However, the minimum wage in Santa Fe starting March 1, 2013 is \$10.51. In addition, this rate can include health care and child care benefits provided by the employer—in other words, an employer who pays health insurance can pay lower wages. Thus, the \$10.51 is effectively \$7 an hour lower than Burlington's. A 2007 study following three years of implementation in Santa Fe found little negative to report, although the researchers were not able to conclusively separate the effect of the livable wage from other factors. The ordinance provides for administrative enforcement by the city manager, but it also makes failure to comply a misdemeanor and allows a civil action with double wage recovery.

The city of Eastpointe, Michigan's ordinance applies to service contracts and grants. Its enforcement and monitoring provisions are more robust than Burlington's. Contractors and grantees are required to submit a list of all employees and their rates of pay and benefit every six months. In addition, employees of the contractor or grantee can file a notice with the city manager of any noncompliance. The city manager then notifies the employer and, if proof of compliance is not submitted within 30 days, can terminate the contract. A non-retaliation clause protects the reporting employee. Eastpointe's livable wage is based on the federal poverty level for a family of four and translates to \$11.32 per hour with health insurance or \$14.15 without.

The city of Bellingham, Washington defines the types of services covered with a list of 14 activities from automotive repair to recreation to towing services. It exempts nonprofits and contractors in business for less than a year, as well as employers with fewer than 4 employees and contracts less than \$10,000. Bellingham's ordinance allows an exemption if compliance will cause economic hardship to the city or its citizens or if there are special circumstances such as a natural disaster. Its ordinance also permits employees to bring an action against the contractor (including attorney's fees).

Suffolk County, NY has a livable wage requirement that applies to service contracts and grants. It also includes a hardship exemption with hardship defined as documentation proving a direct increase in total annual budget in an amount greater than 10% of the prior year's. Suffolk's livable wage for 2013 is \$11.52 per hour with health benefits and \$13.12 without.

Several airports do require a livable wage of all contractors. The Los Angeles airport requires companies operating under public leases or licenses to pay wages of \$10.70 per hour with health insurance, \$15.37 without. The San Jose airport requires wages of \$ 14.73, (\$15.98 without health insurance) by all commercial entities at the airport except ground transportation providers, construction contractors, and government employees. These airports are not particularly comparable with Burlington's, though, as they serve, respectively, 64 million (LAX) and 8.3 million (SJC) passengers a year versus Burlington's 652,000. The Philadelphia city

council also recently voted to extend its living wage ordinance to its airport, but that act has not yet gone into effect.

The closest example found is that of Syracuse Hancock International Airport. Although passenger numbers were not easily obtainable, the population of the city itself is about three times that of Burlington's. In July 2012, Syracuse extended its livable wage ordinance to the food and beverage service at the airport. However, the current food service contract does not expire until 2014, so the change will not go into effect until the new bid is filled. Syracuse's current livable wage rates are \$12.19 with health insurance or \$14.40 without.

In 2005, the Political Economy Research Institute conducted a study of living wage laws, focusing particularly on Boston, New Haven, and Hartford, but including a review of such laws across the country. This report concluded that "[m]onitoring is critical to implementing a living wage law effectively."

## **VI. Recommendations**

The findings of this review lead to the following recommendations:

1. Create standard compliance language for all City contracts and obtaining certifications from service providers by requiring departments to use the certification that has been developed.
2. Create a centralized contract administration function and investing in technology that allows monitoring and uniformity of contracts.
3. Promulgate rules for approval by the City Council to require payroll reporting on a quarterly or annual basis for certain large projects over a certain amount (say, \$250,000). This will focus the City's limited enforcement capabilities to have the largest impact.
4. Promulgate rules for approval by the City Council to outline an employee complaint process. This would allow employees a person and process through which to complain of violations. These rules could be posted on the website and included in the posted notice. An employee complaint process would allow employees to spark a compliance review by the City.
5. Conduct training for all City staff in how to administer the LWO in their department.
6. Ensure that changes to the LW rate are communicated to all City staff in a timely manner.
7. Amend the ordinance to eliminate the need for individual written letters to employers, especially now that the current rates are published on a website available to all.
8. Review the current LW rate and calculation and consider amending the ordinance to allow employers credit for developing a LW program. This might mean, for example, allowing an employer to pay a lower starting wage so that it phases in entry level positions to the livable wage over time; or crediting an employer for providing discounts, food, housing, wellness, or other benefits that go towards minimum living costs.
9. Consider amending the ordinance to treat the airport like other City departments.
10. Create a voluntary compliance process for contracts and grants that are not covered by the ordinance because of their size or nature. This could result in some official recognition by the mayor and city council and would encourage the development of livable programs.
11. Consider amending the ordinance to better define exemptions and develop a process for determining when an exemption is appropriate.

The following appendices cover contractual arrangements subject to the Livable Wage Ordinance as of the end of March 2013.

## APPENDIX A

### AIRPORT CONTRACTS COVERED BY LWO

<u>Entity</u>	<u>Nature</u>	<u>Dates</u>	<u>Annual Amount</u>	<u>Livable Wage</u>
<b>M.B. Champlain Valley Auto Group, LLC.</b>	Lease Agreement (building at 700 Airport Parkway)	October 15, 2012 to October 15, 2017 w 5 year renewal w 3% escalator	\$90,000 annually	No, but local law compliance language in contract *
<b>RP &amp; DP Properties, LLC</b>	Commercial Lease Agreement	July 1, 2009 to December 31, 2016 W two 5 year renewals	\$6,450 per month during years 3 thru 8 with adjustment for renewals	Yes – “to the extent that lessee is a covered employer”** -no certification
<b>Aviatron, Inc.</b>	Commercial Lease	Lease executed 11/27/08 w Amendment effective 5/1/12 extending term to 4/30/15	By square foot = \$160,374 annually	Yes – “to the extent that lessee is a covered employer”**
<b>Heritage Aviation, Inc. d/b/a Heritage Aviation (wholly owned subsidiary of Elan Air, Inc.)</b>	Fixed Base Operator and Lease Agreement	1/29/08 to 4/30/26 w two 5 year renewals	\$0.34 per sq. foot with annual adjustment plus 1.5% gross in excess of \$1.5 million.	Yes – “Without limitation, during the term of this Lease Agreement, Lessee agrees to comply with [City’s LWO 21-80 through 21-87], as amended from time to time.”

-certification on file

<u>Entity</u>	<u>Nature</u>	<u>Dates</u>	<u>Annual Amount</u>	<u>Livable Wage</u>
<b>ElanAir, Inc., d/b/a Heritage Flight (sublease w BCDC)</b>	Sublease w BCDC	5/1/06 to 4/30/26 w two 5 year renewals	\$0.30 per sq. ft = \$19,615.50 annually w adjustments Plus building rent of \$358,000 annually)	Yes-LW was addressed at time of signing (\$13.49) but not set to adjust annually and base contract is for 20 years – will readjust similarly at each renewal – this is specifically set out in the contract
<b>Robert P. Mahoney &amp; Karen L. Mahoney</b>	Commercial Lease Agreement (Airport Grocery on Airport Drive)	10/15/10 to 10/14/15	\$3000 per month with annual w annual increase provision	Yes to the extent that lessee is a covered employer** -no certification
<b>Aerodyme Corporation</b>	Lease Agreement	8/1/12 to 7/31/15	17,024.94 annually	Yes, to the extent that lessee is a covered employer** -no certification
<b>Shelburne Limestone Corporation</b>	Lease Agreement (Pod #3 @ Alert Hanger Building & area surrounding Pod #3	2/1/12 – 1/31/15	Not clear if over 15 K annually	Yes, to the extent that lessee is a covered employer #2 -no certification
<b>Federal Express Corporation</b>	Agreement and Lease	1987 to 2007 now holdover	Over 15G	No – n/a under the original lease

<b>Harris Miller Miller &amp; Hanson, Inc.</b>	Services Agreement	7/20/12-	\$177,000	No
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<u>Entity</u>	<u>Nature</u>	<u>Dates</u>	<u>Annual Amount</u>	<u>Livable Wage</u>
<b>A.C. Hathorne</b>	Contractor Agreement (Roof Installation)	10/17/12 Contract	\$615,903	No, although Davis Bacon provisions are incorporated by reference to the RFP. - no certification
<b>McFarland- Johnson, Inc.</b>	Agreement for Professional Services	10/12/12	\$131,300	No
<b>Frasca &amp; Assoc., LLC</b>	Financial consultant and advisor	2011-2012	~\$150,000	No
<b>O.R. Colan Associates of Florida, LLC</b>	Agreement for Relocation Services	42 month schedule— effective 10/15/12	\$186,870.88	No
<b>All Cycle Waste, Inc.</b>	Rubbish removal and Recycling Agreement	9/1/09 to 6/30/12  Holdover	Fee rates determine — believed to exceed 15G	No, although RFP referenced LWO - no certification
<b>Lake Champlain Regional Chamber of Commerce</b>	Information Services Agreement	9/1/07 to 8/31/10  holdover	\$146,500 w annual increases	Yes, to the extent that lessee is a covered employer** -no certification
<b>The Skinny Pancake</b>	Concession Agreement	11/15/12 to 11/15/17 w 2	10 % gross	Full exemption granted by BOF



5 year  
renewals

<b>One Flight Up</b>	Concession Agreement and Lease	1/1/92 to 12/31/11 (presently month to month as holdover)	By formula w guaranteed minimum of \$40,000	No
<b>Hudson News Company</b>	Concession Agreement w Amendment	2003-2008 w amendment of term thru 9/30/13	\$200,000 annually	Yes -No certification
<b>In-ter-space Services, Inc., d/b/a Interspace Airport Advertising</b>	Concession Agreement w Amendment	8/1/98 to 7/31/08 w amendment to 7/31/13	\$60,000 Annually	No not applicable originally, but then not included in amendment
<b>Global Industrial Services</b>	Janitorial Services	1/1/2012 to 12/13/2014	\$648,500 in 2013	No
<b>ELRAC, LLC d/b/a Alamo Rent a Car and National Car Rental</b>	Concession Agreement	7/1/12 to 6/30/15	10% gross w minimum guarantee: \$296,734	Yes, to the extent that lessee is a covered employer** -no certification
<b>Enterprise Car Rental</b>	Concession Agreement	7/1/12 to 6/30/15	10% gross w minimum guarantee: \$296,634	Yes, to the extent that lessee is a covered employer** -no certification
<b>Avis Budget Group, Inc. d/b/a Avis Car Rental and Budget Car Rental</b>	Concession Agreement	7/1/12 to 6/30/15	10% gross w minimum guarantee: \$495,000 w annual increase provision	Yes, to the extent that lessee is a covered employer** -no certification



<b>Hertz Corporation</b>	Concession Agreement	7/1/12 to 6/30/15	10% gross w minimum guarantee: \$444,000 w annual increase provision	Yes, to the extent that lessee is a covered employer** -no certification
<b>DTC Corporation, Inc., d/b/a Dollar Rent A Car</b>	Concession Agreement	7/1/12 to 6/30/15	10% gross w minimum guarantee: \$110,005	Yes, to the extent that lessee is a covered employer** -no certification

<u>Entity</u>	<u>Nature</u>	<u>Dates</u>	<u>Annual Amount</u>	<u>Livable Wage</u>
<b>Jet Blue Airways Corp.</b>	Airport Agreement and Lease of Premises	September 1, 2000 to June 30, 2006 w holdover provisions	\$39.75 per sq. foot w adjustment provisions	No, but local law compliance language in contract.*
<b>US Airways, Inc.</b>	Airport Agreement and Lease of Premises	July 1, 1996 to June 30, 2006 w holdover provisions	\$35.00 per sq. foot w adjustment provisions	No, but local law compliance language in contract.*
<b>United Airlines, Inc.</b>	Airport Agreement and Lease of Premises	July 1, 1996 to June 30, 2006 w holdover provisions	\$35.00 per sq. foot w adjustment provisions	No, but local law compliance language in contract.*
<b>DELTA (Atlantic Coast Airlines)</b>	Airport Agreement and Lease of Premises	January 1, 2002 to June 30, 2006 w holdover provisions	\$39.75 per sq. foot w adjustment provisions	No, but local law compliance language in contract.*

\*Local law compliance means that the contract contains general language about compliance with City ordinances: “[Contractor] shall observe and comply with any and all present and future requirements of the constituted public authority and with all federal, state or local statutes, ordinances, regulations, standards, conditions and agreements applicable to Lessee for its use of the Leased Premises.”

\*\*Livable wage language states, “CITY has in effect a livable wage ordinance. This livable wage ordinance is applicable to service contracts with CITY (as opposed to the purchasing of goods) where the total amount of the contract or contracts with the same person or entity exceeds \$15,000 for any twelve-month period. Airport property leases are considered contracts covered under the ordinance. [Contractor] shall comply with the livable wage ordinance to the extent that it is a covered employee under the ordinance.”

### **Contracts not covered by LWO**

BCDC (Ground Lease and Agency Agreement – 11/26/97 to 11/27/17) \$1 per year  
Independent Wireless One Leased Realty Corporation (Cellular Antenna License Agreement - 4/23/11 – 4/22/16)  
NewYorkATM.dom (Automatic Teller Machine Services – 3/1/12 to 6/30/15)  
Smarte Carte Inc. (License Agreement/Massage Chairs – 2/1/12 to 6/30/14)  
Control Technologies, Inc. (Maintenance Service Agreement – 7/1/11 to 6/30/12 )  
NewZoom, Inc. (License for Automated Concession Kiosk – 9/1/12 to 8/31/15)  
Uncommon Cents (License Agreement/Penny Press Machines – 5/1/12 to 6/30/15)  
George Silver & Associates (Real Estate Appraisal Review Contract – 2012)  
Navin Appraisal Services (Real Estate Appraisal Contract – 2012)  
Da Capo Publishing, inc. d/b/a Seven Days Media (Publication and Distribution Agreement – 2012/13) \$12,000  
URS Corporation-Nevada (21 month Letter Agreement for Professional Services – 6/1/12 ) \$10,000  
Verizon Wireless (Purchase Order – 10/15/12 to 12/31/13) \$13,000  
Greyhound Line, Inc. \$9,568.00 per year  
ANA, Ltd. d/b/a Hangar Condominium Associates (Lease Agreement – 2/1/82 to 12/31/12)  
Under 15 G

### **U.S. Government Contracts - not covered by LWO**

Lease No. DACA51-5-74-480 (1973 -2048)  
Lease No. DACA33-5-04-094 (2004 – 2054)  
Lease No. DTFA12-02-L-40557 (2002 -2022)  
Lease No. DTFA 12-87-L-R1808 (1987 – 2012)

## APPENDIX B

### BURLINGTON ELECTRIC DEPARTMENT CONTRACTS COVERED BY LWO

Most of the BED contractors listed below have no written contract and are hired via Purchase Orders that contain no reference to the LWO. BED has, however, obtained verbal confirmation of their compliance with the LWO.

<u>Entity</u>	<u>Nature</u>	<u>Dates</u>	<u>Annual Amount</u>	<u>Livable Wage</u>
<b>Alstom Power Inc.</b>	Turbine Generator Maintenance	Ongoing	\$1,404,466	Yes, LW and local law compliance referenced in documents
<b>Siemens Energy</b>	Meter Data Management Software and Service	12/23/11-	\$635,586	No written contract or certification, but verbal confirmation of compliance received
<b>Itron, Inc.</b>	Advanced Meter Infrastructure Software and Service	2/24/11-	\$561,971	No written contract or certification, but verbal confirmation of compliance received
<b>Efficiency Vermont</b>	Demand Side Management Program Coordination	Ongoing	\$284,780	No written contract or certification, but verbal confirmation of compliance received
<b>Precipitator Services Group</b>	Goods and Services	Ongoing	\$262,403	No written contract or certification, but verbal confirmation of compliance received

<b>EvapTech</b>	Goods and Services	Ongoing	\$182,060	No written contract or certification, but verbal confirmation of compliance received
<b>Engineers Construction, Inc.</b>	Construction Contract	Ongoing	\$173,534	Yes, LW and local law compliance referenced in documents
<b>Caleidoscope</b>	Telephone System and Service	Ongoing	\$166,083	No written contract or certification, but verbal confirmation of compliance received
<b>Sungard Public</b>	Software and Service	Ongoing	\$115,246	No written contract or certification, but verbal confirmation of compliance received
<b>Barretts Tree Service, Inc.</b>	Tree Trimming Services	Ongoing	\$84,757	No written contract or certification, but verbal confirmation of compliance received
<b>Progress Rail Services Corp.</b>	Goods and Services	Ongoing	\$83,303	No written contract or certification, but verbal confirmation of compliance received

<b>DBS Solutions</b>	Consulting Services	Ongoing	\$80,001	No written contract or certification, but verbal confirmation of compliance received.
<b>Weststaff</b>	Temporary Staffing Services	Ongoing	\$78,459	Yes. LW and local law compliance referenced in documents
<b>KPMG Peat Marwick, LLC</b>	Auditing Services	Ongoing	\$78,000	No written contract or certification, but verbal confirmation of compliance received
<b>Woods CRW Corp.</b>	Heavy Equipment Supply Contract	Ongoing	\$77,980	Yes, LW and local law compliance referenced in documents
<b>Zampell Refractories</b>	Goods and Services	Ongoing	\$73,551	No written contract or certification, but verbal confirmation of compliance received
<b>All Season Excavating and Land</b>	Construction Services	Ongoing	\$71,541	Yes, LW and local law compliance referenced in documents
<b>Milton CAT</b>	Heavy Equipment Supply and Service	Ongoing	\$71,004	No written contract or certification, but verbal confirmation of compliance



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received

<b>Crocket Engineering, Inc.</b>	Consultant Services	Ongoing	\$63,675	No written contract or certification, but verbal confirmation of compliance received
<b>Northline Utilities</b>	Consulting Services	Ongoing	\$62,351	No written contract or certification, but verbal confirmation of compliance received
<b>Wright and Morrissey, Inc.</b>	Construction Services	Ongoing	\$59,920	No written contract or certification, but verbal confirmation of compliance received
<b>Apco Building Maintenance, Inc.</b>	Maintenance Contract	10/21/08-	\$55,810	Yes, LW and local law compliance referenced in contract. Letter confirming payment of LW in file
<b>Lacapra Associates</b>	Consulting Services	Ongoing	\$50,000	No written contract or certification, but verbal confirmation of compliance received

<b>Pizzagalli Construction Co.</b>	Construction Services	Ongoing	\$43,998	Yes, LW and local law compliance referenced in documents.
<b>Telvent USA Inc.</b>	Software and Support Services	Ongoing	\$43,995	No written contract or certification, but verbal confirmation of compliance received
<b>R &amp; M Engineering</b>	Consulting Services	Ongoing	\$37,157	No written contract or certification, but verbal confirmation of compliance received
<b>Engineering Ventures, Inc.</b>	Consulting Services	Ongoing	\$32,065	No written contract or certification, but verbal confirmation of compliance received
<b>Resource Management, Inc.</b>	Sampling Services	Ongoing	\$32,000	No written contract or certification, but verbal confirmation of compliance received
<b>Real Estate Appraisers and Consultants</b>	Consulting Services	Ongoing	\$30,000	No written contract or certification, but verbal confirmation of compliance received

<b>Yankee Energy</b>	Consulting Services	Ongoing	\$30,000	No written contract or certification, but verbal confirmation of compliance received
<b>Radio North Group, Inc.</b>	Consulting Services	Ongoing	\$27,867	No written contract or certification, but verbal confirmation of compliance received
<b>Denis L. Maher, LLC</b>	Consulting Services	Ongoing	\$27,171	No written contract or certification, but verbal confirmation of compliance received
<b>Marshall Tire Group</b>	Supplies and Services	Ongoing	\$25,231	No written contract or certification, but verbal confirmation of compliance received
<b>Demag Rigging and Crane Service</b>	Construction Services	Ongoing	\$24,460	No written contract or certification, but verbal confirmation of compliance received
<b>Phoenix Communication, Inc.</b>	Consulting Services	Ongoing	\$22,760	No written contract or certification, but verbal confirmation of compliance received



<b>Rohmer Associates, Inc.</b>	Goods and Services	Ongoing	\$21,173	No written contract or certification, but verbal confirmation of compliance received
<b>Utility Services, Inc.</b>	Consulting Services	Ongoing	\$19,950	No written contract or certification, but verbal confirmation of compliance received
<b>Climate Systems, Inc.</b>	Consulting Services	Ongoing	\$19,638	No written contract or certification, but verbal confirmation of compliance received
<b>TRC Companies, Inc.</b>	Testing Services	Ongoing	\$19,450	No written contract or certification, but verbal confirmation of compliance received
<b>J. Roberts Excavation, Inc.</b>	Construction Services	Ongoing	\$19,254	No written contract or certification, but verbal confirmation of compliance received
<b>Casella</b>	Waste Hauling Services	Ongoing	\$18,299	No written contract or certification

<b>D &amp; M Fire and Safety Equipment</b>	Construction Services	Ongoing	\$15,800	No written contract or certification, but verbal confirmation of compliance received
<b>Competitive Energy Services</b>	Consulting Services	Ongoing	\$15,000	No written contract or certification, but verbal confirmation of compliance received

The amounts listed above reflect payments made since July 2012 to March 2013. Many, if not all, of the above amounts were made pursuant to multiple purchase orders, as opposed to one specific written contract or agreement (though there are few of those). BED is in the process of obtaining certifications from all vendors.

Many of the contracts involve both goods and services.

Some of these contracts are pursuant to the federal ARRA program, and the contractors provide actual wage rates by employee and a federal certificate that these are the wages.

**APPENDIX C**

**BURLINGTON TELECOM CONTRACTS COVERED BY LWO**

<b><u>Entity</u></b>	<b><u>Nature</u></b>	<b><u>Dates</u></b>	<b><u>Annual amount</u></b>	<b><u>Livable Wage</u></b>
<b>Dorman &amp; Fawcett</b>	Consulting agreement	2013	>\$15,000	Yes, certification received*, although no language in contract .
<b>Eustis Cable</b>	Installation contractor	To 5/31/13	>\$15,000	Yes, certification received*
<b>MACC</b>	Data processing and billing services	2013	>\$15,000	Yes, certification received*
<b>Minerva</b>	Software support	To 1/17/2014	>\$15,000	Yes, certification received*
<b>Verimatrix</b>	Software support	To 12/31/2013	>\$15,000	Yes, certification received*
<b>Taqua</b>	Software support	To 12/20/2013	>\$15,000	Yes, certification received*

\*All of these certifications have been obtained in 2013.

BT has a pending consulting agreement with Gary Evans that exceeds the \$15,000 threshold, but he has no employees, so the ordinance is not applicable.

BT also has a large number of contracts under the \$15,000 threshold.

## APPENDIX D

### CLERK/TREASURER'S CONTRACTS COVERED BY LWO

<u>Entity</u>	<u>Nature</u>	<u>Dates</u>	<u>Annual Amount</u>	<u>Livable Wage</u>
<b>Hickok &amp; Boardman</b>	Risk management & claims services	2010 – 2013	\$99,000	Yes, certification received*
<b>Melanson Heath &amp; Co.</b>	Auditing services	Yrs ended 6/30/11 – 2014	2011: \$240,000 2012: \$244,800 2013: \$249,700 2014: \$254,700	No**
<b>TD Bank</b>	Banking services agreement	2010- 6/30/13	\$ not provided	Partial exemption granted by 6/14/10 action of BOF***
<b>Traveler's Insurance</b>	Insurance services	2012 Annualized Term FY 2013	10 policies >\$15,000	No

\*This certification was received with the renewal in 2013.

\*\* A 2011 draft agreement had LWO language in it, but the current contract was in the form provided by MH & Co. and does not.

\*\*\*BOF agreed to partial exemption, which was inserted into the RFP as follows: "Specifically, this RFP provisions is modified to exempt TD BANK from having to comply with the ordinance for those staff members who may process a transaction or perform maintenance related to this contract but is not exempt from the requirements of the ordinance for management employees who are or become the primary contacts for this contract."

**APPENDIX E**

**CHURCH STREET MARKETPLACE CONTRACTS COVERED BY LWO**

<b><u>Entity</u></b>	<b><u>Nature</u></b>	<b><u>Dates</u></b>	<b><u>Annual Amount</u></b>	<b><u>Livable Wage</u></b>
<b>Barrett's Tree Service</b>	Hanging holiday lights	FY 2013	\$17,000	No, written contract has not been redone since 2010, but contractor has verbally confirmed payment of LW
<b>A. Marcelino &amp; Co.</b>	Snowplowing	FY 2013	\$45,000	No, no written contract, but contractor has verbally confirmed payment of LW

**APPENDIX F**

**CITY ATTORNEY'S CONTRACTS COVERED BY LWO**

<b><u>Entity</u></b>	<b><u>Nature</u></b>	<b><u>Dates</u></b>	<b><u>Annual Amount</u></b>	<b><u>Livable Wage</u></b>
<b>McNeil Ledy</b>	Legal services	Indefinite	>\$15,000	Yes, certification received; no written contract
<b>Dunkiel Saunders</b>	Legal services	By project--- 2013	>\$15,000	Yes, certification received
<b>Burak Anderson &amp; Melloni</b>	Legal services	Indefinite	>\$15,000	Yes, certification received

\*All three certifications were obtained in 2013; prior agreements did not reference LW.



**APPENDIX G**

**CODE ENFORCEMENT CONTRACTS COVERED BY LWO**

<b><u>Entity</u></b>	<b><u>Nature</u></b>	<b><u>Dates</u></b>	<b><u>Annual Amount</u></b>	<b><u>Livable Wage</u></b>
<b>CVOEO</b>	Professional Services (Tenant Resources)	FY2013	\$20,370	No

## APPENDIX H

### CEDO CONTRACTS COVERED BY LWO

<u>Entity</u>	<u>Nature</u>	<u>Dates</u>	<u>Annual Amount</u>	<u>Livable Wage</u>
<b>Schneider Laboratories Global, Inc.</b>	Contract for Analytical Services	1/20/2012 to 1/20/2013	Rates set re per sample schedule – total exceeds 15G	Yes *  -no certification
("SLABINC")				
<b>Healthy Housing Solutions, Inc.</b>	Contract for Professional Services	8/3/11 to 1/31/12	\$31,492	No (but may have been shown as a requirement in the referenced RFP which solicited bid)
<b>Champlain Housing Trust, Inc.</b>	Operating Grant Agreement	1/1/12 to 12/31/12	\$23,994.45	Yes**  -no certification
<b>VABIR</b>			\$33,500 by fiscal year	No

\* "Livable Wage – SLABINC agrees to comply with the City of Burlington's Code of Ordinances, Chapter 21, Sections 21-80 through 21-85, known as the Livable Wage Ordinance and applies to person's [sic] servicing City of Burlington contracts. In particular SLABINC shall pay its employees not less per hour than the amount set as the Livable Wage (at the time of signing), during the time periods that the employee provides services to the City of Burlington and the Burlington Lead Program. The Livable Wage per hour is \$15.83 if SLABINC does not provide sufficient contributions to the employee's health care benefit and \$13.94 if SLABINC does provide sufficient contributions to the employee's health care benefits as described in the Ordinance (see Attachment). The Livable Wage amounts shall remain the same for the term of this Services Agreement but if it should be renewed as provided for above, the Livable Wage amounts shall be adjusted to reflect the then current amounts. SLABINC shall post a notice regarding the applicability of this ordinance in any workplace of location where its employees of others contracted for BLP employment are working. BLP shall have the right to modify, terminate, or seek performance of this Agreement if SLABINC does not comply with the Livable Wage Ordinance."



\*\* "Grantee shall comply with Burlington's Livable Wage Ordinance (hereinafter "LWO") per the Burlington Code of Ordinances Section 21-50 through 21-54 for contracts that exceed \$15,000. LWO requirements apply to prime contractors and their subcontractors while performing services funded by this HOME Grant. LWO requirements (per Attachment D) shall be incorporated into all contractor bid documents and contracts."

CEDO also has approximately the following number of mortgage and loan agreements that are not covered by the Livable Wage per program:

- Burlington Revolving Loan Program	14
- Housing Improvement Program	21
- HODAG	1
- HOME	67
- HOPWA	6
- HTF	1
- Current LEAD Program	10
- Prior LEAD	50

**APPENDIX I**

**FIRE DEPARTMENT CONTRACTS COVERED BY LWO**

<u><b>Entity</b></u>	<u><b>Nature</b></u>	<u><b>Dates</b></u>	<u><b>Annual Amount</b></u>	<u><b>Livable Wage</b></u>
VNA	Ambulance Billing Contract	2010-2013	\$106,760/yr + 15% above base of \$855,000 collected & deposited in City's account or \$106,760 – proportion collected below \$855,000 base + \$24,000	Yes, signed certification received*

\*Certification was received in 2013.

Non-LWO-covered contracts: Copier maintenance (1), communications support (1) (note that the support entity Burlington Communications contract is with the PD and FD with the FD share being \$7,475.94 for FY 13 and the combined total being \$24,312.00)

**APPENDIX J**

**FLETCHER FREE LIBRARY CONTRACTS COVERED BY LWO**

<b><u>Entity</u></b>	<b><u>Nature</u></b>	<b><u>Dates</u></b>	<b><u>Annual Amount</u></b>	<b><u>Livable Wage</u></b>
<b>SirsiDynix</b>	Master Software License & Services Agreement	2009 & renewed annually & terminated on 60 days written notice	\$38,910 initial fees; second yr maintenance \$25,630.00; annual increases through 2013 shall not exceed 4%	No, but references local law compliance

**APPENDIX K**

**HUMAN RESOURCES CONTRACTS COVERED BY LWO**

<b><u>Entity</u></b>	<b><u>Nature</u></b>	<b><u>Dates</u></b>	<b><u>Annual Amount</u></b>	<b><u>Livable Wage</u></b>
<b>Blue Cross/ Blue Shield of Vermont</b>	Insurance	FY 2012	\$8.2M	Yes, certification received*
<b>Delta Dental</b>	Insurance	7/1/12- 6/30/13 (for rate guarantee)	>\$33,256.08 (based PEPM plus claims)	Yes, certification received
<b>IHMS</b>	Injury & Health Consulting and Preventative Services	1/1/09-	≥\$46,980 (based PEPM plus requests)	Yes, certification received*
<b>VLCT</b>	Insurance (older claims)	FY 2012	\$55,000	No written contract; this is closing old workers comp claims from prior contract.
<b>Lincoln National Life Insurance</b>	Insurance	FY 2012	\$95,000	No, but Lincoln asserts it is not subject to LWO.
<b>Concentra Health</b>	Health Services	FY 2012	\$19,000	Yes, certification received*
<b>Invest EAP</b>	Consulting and Counseling Services	4/1/10-	\$17,901	Yes, certification received*

\*Certification was received in 2013.

**APPENDIX L**

**PARKS AND RECREATION CONTRACTS COVERED BY LWO**

<b><u>Entity</u></b>	<b><u>Nature</u></b>	<b><u>Dates</u></b>	<b><u>Annual Amount</u></b>	<b><u>Livable Wage</u></b>
<b>Dock Doctors, LLC</b>	Boathouse Repairs	1/8/13	\$158,600	Yes, LW and local law compliance referenced in contract* -no certification
<b>Miracle Recreation Equipment Company</b>	Appletree Park Playground Replacement	10/12/12	\$37,951 (Materials and installation combined)	No
<b>Ormond Bushey and Sons, Inc.</b>	Leddy Park Drainage	11/14/12	\$38,400	Yes, LW and local law compliance referenced in contract -no certification
<b>Professional Construction, Inc.</b>	Miller Center Construction	8/1/2011, amendment 3/20/12	\$158,290	Yes, LW and local law compliance referenced in contract -no certification
<b>J. Hutchins</b>	Miller Center Construction	5/16/12	\$69,475	Yes, LW and local law compliance referenced in contract -no certification
<b>Stantec Consulting Service, Inc.</b>	Calahan Park Field Engineering and Design	12/4/12	\$6,000	Yes, LW and local law compliance referenced in contract -no certification



				signed
<b>Dubois and King, Inc.</b>	Leddy Park Field Engineering and Design	2/22/13	\$11,818	Yes, LW and local law compliance referenced in contract. -no certification signed
<b>Dubois and King, Inc.</b>	Appletree Park Survey	2/14/12	\$2,805	No
<b>Vermont Tennis Court Surfacing</b>	Appletree Park Tennis Court Repair	5/4/12	\$11,918	No
<b>Vermont Tennis Court Surfacing</b>	Smalley Park Basketball Court Repair	8/24/12	\$11,049	No
<b>Vermont Tennis Court Surfacing</b>	Leddy Park Tennis Court Repair	8/16/12	\$12,022	No
<b>Vermont Tennis Court Surfacing</b>	Apple Tree Park Surface Repair	7/23/12	\$1,664	No
<b>Vermont Tennis Court Surfacing</b>	South Park Tennis Court Repair	7/30/12	\$11,925	No
<b>Hawk Creek Fencing, Inc.</b>	Miller Center Fencing	7/6/12	\$4,627	No
<b>Lamoureux and Dickson</b>	Miller Center Parking Lot Engineering	1/24/12	\$2,800	No

\*The Contractor shall comply with all applicable Federal, State, and local laws including, but not limited to, the Burlington Livable Wage Ordinance.

The Flynn Regional Box Office does ticketing services for Memorial Auditorium; the contract is about \$15,000, but the Flynn staff is unionized so is not covered by the ordinance.

**Note** – This table does not include concession agreements (with Splash, Spirit of Ethan Alan, North Country Specialty Foods etc.), as the concessionaires are not furnishing services to the City and do not receive financial assistance from the City in the form of grants.

**APPENDIX M**

**PLANNING AND ZONING CONTRACTS COVERED BY LWO**

<b><u>Entity</u></b>	<b><u>Nature</u></b>	<b><u>Dates</u></b>	<b><u>Annual Amount</u></b>	<b><u>Livable Wage</u></b>
<b>Landslide Natural Resource Planning</b>	Consulting agreement	9/26/12- 9/30/13	\$18,300 MLA	No
<b>TPUDC</b>	Consulting agreement	9/19/11- 4/30/13	\$175,000 MLA	No



## APPENDIX N

### POLICE DEPARTMENT CONTRACTS COVERED BY LWO

<u>Entity</u>	<u>Nature</u>	<u>Dates</u>	<u>Annual Amount</u>	<u>Livable Wage</u>
<b>Spillane's Towing and Recovery</b>	Towing & impoundment of vehicles	2011-2015	Based on services provided: 2011- -\$71,000; 2012--\$43,000	Yes, certification received; local law compliance language in contract*
<b>Burlington Communications</b>	Communications equipment support & maintenance	7-1-12 – 6-30- 13	\$16,836.06	Yes, signed certification received**

\*Certification was received in 2013. Local law compliance language reads, "TOWING SERVICE shall comply with all ordinances of the City of Burlington, . . . in fulfillment of its obligations hereunder."

\*\*Certification was received in 2013.

Non-LWO contracts: Copier maintenance (1), computer storage system support (1), telephone system (1), CADk/RMS VALCOUR development (1), HVAC (1), Parking enforcement hardware support (1), equipment support (2), cell phone service (1)

**APPENDIX O**

**PUBLIC WORKS CONTRACTS COVERED BY THE LWO**

<b><u>Entity</u></b>	<b><u>Nature</u></b>	<b><u>Dates</u></b>	<b><u>Annual Amount</u></b>	<b><u>Livable Wage</u></b>
<b>Engineering Ventures</b>	Base Design Contract	3/8/12	\$23,000	Yes, LW and local law compliance referenced in the vendor's base on call contract with City.* -no certification
<b>Engineering Ventures</b>	Resident Engineering Contract	10/3/12	\$26,000	Yes, LW and local law compliance referenced in the vendor's base on call contract with City.* -no certification
<b>Engineers Construction</b>	Construction Contract	10/19/12	\$159,950	Yes, LW and local law compliance referenced in bid documents and incorporated by reference in the contract.* -no certification
<b>Stantec</b>	Base Resident Engineering Contract	10/23/12	\$30,615.30	Yes, LW and local law compliance referenced in vendor's base on call contract with City.* -no certification

<b>Krebs and Lansing</b>	Design Contract – General Civil	6/1/12	\$18,000	No
<b>GeoDesign</b>	Base Geotechnical Contract	6/19/12	\$30,000	Yes, LW and local law compliance referenced in vendor's base on call contract with City.* -no certification
<b>J. Hutchins</b>	Construction Contract	10/29/12	\$347,510	Yes, LW and local law compliance referenced in bid documents and incorporated by reference into contract.* -no certification
<b>Extreme Contracting</b>	Construction Contract	9/13/12	\$36,446	Yes, LW and local law compliance referenced in contract.* -no certification
<b>Fuss &amp; O'Neil</b>	Design Contract	5/1/12	\$39,000	Yes, LW and local law compliance referenced in vendor's base on call contract with City.* -no certification
<b>Fuss &amp; O'Neil</b>	Construction Administration Contract	11/16/12	\$20,000	Yes, LW and local law compliance referenced in vendor's base on call contract with City.* -no certification

<b>Engineering Ventures</b>	Base Resident Engineering Contract	11/16/12	\$33,930	Yes, LW and local law compliance referenced in vendor's base on call contract with City.* -no certification
<b>Weston Excavation</b>	Construction Contract	11/16/12	\$277,700	Yes, LW and local law compliance referenced in bid documents and incorporated by reference into contract.* -no certification
<b>Clough Harbor</b>	Design Contract (Amendment 3)	11/30/12	\$184,687	No
<b>Resource Systems Group</b>	Base Design Contract and Design Modification Contract (2 phases)	2/13/13	\$618,767.97	Yes, LW and local law compliance referenced in contract.* -no certification
<b>Hoyle Tanner</b>	Church St. Lighting Contract Amendment 3	4/11/11	\$128,000	Yes, LW and local law compliance referenced in vendor's base on call contract with City.* -no certification
<b>Hoyle Tanner</b>	Church Street Lighting Contract Amendment 4	8/1/11	\$30,000	Yes, LW and local law compliance referenced in



				vendor's base on call contract with City.* -no certification
<b>Wright &amp; Morrissey</b>	Construction Contract	4/12/12	\$1,717,887	Yes, LW and local law compliance referenced in bid documents and incorporated by reference into contract.* -no certification
<b>Stantec</b>	Base Resident Engineering Contract	11/21/12	\$127,246.90	Yes, LW and local law compliance referenced in vendor's base on call contract with City.* -no certification
<b>J. Hutchins</b>	Construction Contract	3/28/12	\$282,386	Yes, LW and local law compliance referenced in bid documents and incorporated by reference into contract.* -no certification
<b>Hoyle Tanner</b>	Design Build Contract	4/11/12	\$65,000	Yes, LW and local law compliance referenced in vendor's base on call contract with City.* -no certification
<b>Stantec</b>	Base Resident Engineering	8/11/11	\$46,612.50	Yes, LW and local law

	Contract			compliance referenced in vendor's base on call contract with City.* -no certification
<b>Lamoreaux &amp; Dickson</b>	Design Contract	10/24/12	\$21,106.95	Yes, LW and local law compliance referenced in contract. -no certification
<b>Stantec</b>	Design Contract	11/26/12	\$17,939	Yes, LW and local law compliance referenced in contract. -no certification
<b>Alrich &amp; Elliot</b>	Design Contract	12/20/12	\$28,6000	Yes, LW and local law compliance referenced in contract. - no certification
<b>Weston and Samplson</b>	Consulting Contract	7/25/12	\$130,000	Yes, LW and local law compliance referenced in contract. -no certification
<b>Lakeside Environmental Group</b>	Design Contract	10/4/11	\$27,352	Yes, LW and local law compliance referenced in contract. -no certification

<b>Green Image Landscape (Water Div.)</b>	Mowing and Clean Up	May-Nov.	\$19,375	No
<b>Green Mountain Pipeline</b>	Pipe Relining	Oct. 2012	\$226,270	Yes, signed certification received
<b>Engineers Construction, Inc.</b>	Drilling of water main	Nov. 2012	\$23,120	Yes: signed certification received
<b>Vermont Mechanical, Inc.</b>	Maintenance agreement	9/1/12-	~\$15,000	No
<b>Hunter North</b>	Security services	6/11/09-	\$153,000	Yes***
<b>Ultimate Systems Solutions</b>	Preventive maintenance		>\$15,000	No

\*<sup>27</sup> All applicable federal, state, and local rules and regulations require the compliance with but not limited to the following rules and regulations: 1) Equal Employment Opportunity Laws 2) Affirmative Action requirements 3) Title VI of the Civil Rights Act of 1964 4) Copeland Anti-Kickback Act 5) NEPA 6) Burlington's Livable Wage Ordinance."

\*\* "The term 'CONTRACT DOCUMENTS' means and includes....livable wage (BCO §§ 27-80-21-85)."

\*\*\*LW mentioned in original RFP, and renewal letter includes the following language, "Additionally, your signature of this letter indicates your continued compliance with the City of Burlington's livable wage ordinance as outlined in our Request for Quotations."



## APPENDIX P

### RETIREMENT CONTRACTS COVERED BY LWO

<u>Entity</u>	<u>Nature</u>	<u>Dates</u>	<u>Annual Amount</u>	<u>Livable Wage</u>
<b>DAHAB</b>	Consulting Agreement	12/15/06--	≥ \$25,000	Yes, certification received.
<b>Buck</b>	Consulting Agreement	12/1/05--	≥ \$23,600	No, but local law compliance referenced -no certification signed*
<b>VPIC</b>	Investment Services	11/1/07--	≥ \$47,300	No**
<b>Sustainable Woodlands</b>	Investment Fund		?>\$15,000	No***
<b>Hamilton Lane Secondary II</b>	Investment Fund	6/5/08-7/31/13	?>\$15,000	No***
<b>Hamilton Lane Pvt. Equity VII</b>	Investment Fund	12/08-	?>\$15,000	No***
<b>Martin Currie</b>	Investment Fund		?>\$15,000	No***

\*“The parties agree to comply with all provisions of law applicable to this Agreement and the Services to be performed hereunder and with all applicable rules, regulations, orders and directives of all governmental bodies having jurisdiction.”

\*\*VPIC is an entity controlled by state law and asserts that it does not provide services to the City, so it will not provide a certificate.

\*\*\*These investment funds are arguably not service contracts, as they do not provide an individualized service to the City. All have standardized documents and returns, and it is unclear how the LWO would be applied to them.





May 1, 2013 ---- April 30, 2014

**CITY OF BURLINGTON  
SPECIAL EVENT  
ENTERTAINMENT PERMIT APPLICATION**

☒ Indoor

☐ Outdoor

**PART I  
ORGANIZATION**

All information in this section is required

1. Corporation/Sole Proprietor name treecasa corp
2. D/B/A (Business Name) EL Gato Cantina 3. Bus. Phone 802-540 3095
4. Business Address 169 Church St, Burlington, VT 05401
5. Mailing Address " "
6. Contact person Tree Bertram 7. Contact Phone 802 734 3836
8. Email contact address treebertram@yahoo.com

**PART II  
OPERATION**

1. Do you currently have a Liquor License? Yes or No
2. Do you currently have an Entertainment Permit/Special Event Permit? Yes or No
3. Proposed Date(s) for this Special Event May 4 SATURDAY
4. Proposed Hours for this Special Event 10<sup>to</sup>pm 1am
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way  
At EL Gato

**For this Proposed location please answer the following questions:**

- a) Occupancy Load 98 b) # of Restrooms 2 c) # of Egresses \_\_\_\_\_
- d) Date of last Fire/Safety Check 3/12 e) Dancing by Patrons? Yes or No
- f) Amplified Music? Yes or No g) Will additional staff and/or security be required? Yes or No

Fee \$25.00

RECEIVED

2013 APR 12 P 1:55

BURLINGTON CLERK  
TREASURER'S OFFICE

(Continued on back)

Fee \$25.00

**PART III  
DESCRIPTION OF ENTERTAINMENT**

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

Description We will have DJ Hector play salsa  
MUSIC from 10pm to 1am. This is for the  
Cinco De Mayo celebration. We will move the  
tables out of front area (outside) so the patrons  
can dance.

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

DATE SIGNED: 4/12/13

SIGNATURE OF APPLICANT 

PRINT NAME: Theresa Bertram

RELATIONSHIP TO BUSINESS owner

OFFICE USE ONLY

Fee Paid \$ 25.00 Date: 4/12/13 Fee Returned \$ \_\_\_\_\_ Date: \_\_\_\_\_

At their meeting of 4/18/13, the Burlington City Council License Committee recommended  
Approval X Denial \_\_\_\_\_

At their meeting of \_\_\_\_\_, the Burlington City Council  
entertainment permit application.

RECEIVED  
2013 APR 12 P 1:56  
TREASURER'S OFFICE  
CLERK  
this SPECIAL

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DELIBERATIVE AGENDA  
BOARD OF CIVIL AUTHORITY  
CONTOIS AUDITORIUM, CITY HALL  
MONDAY, MARCH 11, 2013  
6:15 P.M. – 7:45 P.M.

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PRESENT: Mayor Weinberger; City Council President Shannon; Councilors Bushor, Decelles, Blais, Hartnett, Brennan, Paul, Aubin, Dober, Siegel, Kranichfeld and Tracy

ABSENT: Councilors Worden and Mason

CITY ATTORNEY'S OFFICE: Eileen Blackwood

CLERK/TREASURER'S OFFICE: Scott Schrader

MAYOR WEINBERGER PRESIDING:

1. AGENDA

On a motion by Board of Civil Authority Members Shannon and Aubin the agenda was adopted as is.

2. CONSENT AGENDA

On a motion by Board of Civil Authority Members Shannon and Aubin the consent agenda was unanimously adopted thus taking the following actions as indicated:

2.01. RESOLUTION: Ratify Appointment of Assistant Election Officials for March 5, 2013  
Annual City Meeting (Councilor Shannon)

\*waive the reading and adopt the resolution

3. COMMUNICATION: Kyle Dodson, Write-in candidate for Ward One School Commissioner, re:  
Request for Recount

Board of Civil Authority Members Brennan and Aubin made a motion to waive the reading, accept the communication and place it on file. The motion passed unanimously.

3.01. WARD ONE RECOUNT FOR SCHOOL COMMISSION RACE

The Board of Civil Authority conducted a recount.

4. ADJOURNMENT

Without objection, the Board of Civil Authority Meeting unanimously adjourned at 7:54 p.m.

Attest:

Lori Olberg, Licensing, Voting & Records Coordinator and Amy Bovee, Executive Secretary

LOCAL CONTROL COMMISSION  
CONTOIS AUDITORIUM, CITY HALL  
MONDAY, MARCH 11, 2013

7:55 P.M.

PRESENT: City Council President Shannon; Commissioners Bushor, Kranichfeld, Tracy, Siegel, Brennan, Hartnett, Aubin, Mason, Paul, Blais and Dober

ABSENT: Commissioners Worden and Decelles

CITY ATTORNEY'S OFFICE: Eileen Blackwood

CLERK/TREASURER'S OFFICE: Paul Sisson; Scott Schrader; Rich Goodwin and Lori Olberg

CITY COUNCIL PRESIDENT SHANNON PRESIDING:

1. AGENDA

On a motion by Commissioners Dober and Blais the agenda was adopted as is.

2. CONSENT AGENDA

On a motion by Commissioners Dober and Blais the consent agenda was unanimously adopted thus taking the following actions as indicated:

2.01. 2013-2014 1<sup>st</sup> Class Hotel and 2<sup>nd</sup> Class Store Liquor License Renewals: see attached list  
\*waive the reading, accept the communication, place it on file and approve the 2013-2013 1<sup>st</sup>  
Class Hotel and 2<sup>nd</sup> Class Store Liquor License Renewals with all standard conditions

3. ADJOURNMENT

Without objection, City Council President Shannon adjourned the Local Control Commission at 7:56 p.m.

Attest:

Lori Olberg, Licensing, Voting & Records Coordinator and Amy Bovee, Executive Secretary

REGULAR MEETING, CITY COUNCIL

MONDAY, MARCH 11, 2013

7:56 P.M.

PRESENT: see above, Councilor Worden (via phone)

CITY COUNCIL PRESIDENT SHANNON PRESIDING:

1. AGENDA

On a motion by Councilors Kranichfeld and Bushor the agenda was unanimously adopted as amended as follows: add to the consent agenda item 4.26. RESOLUTION: Appointment of an Additional Citizen Member to the Airport Strategic Planning Committee (Councilors Paul, Dober) with the consent action to "waive the reading and adopt the resolution;" add to the consent agenda item 4.27. RESOLUTION: Fiscal Stability General Obligation Bonds (Councilors Shannon, Bushor, Paul, Decelles: Board of Finance; pending BOF approval on 3/11/13); add Councilor Siegel as a co-sponsor to agenda item 5. RESOLUTION: Ward Redistricting - Authorize Chief Administrative Officer to Enter into Contract with

Adamant Accord, Inc. for Facilitator Services (Councilors Shannon, Bushor); note proposed amendments for agenda item 5. **RESOLUTION:** Ward Redistricting – Authorize Chief Administrative Officer to Enter into Contract with Adamant Accord, Inc. for Facilitator Services (Councilors Shannon, Bushor, Siegel).

2. **PRESENTATION:** Pat Burns, Director of Operations, City Market, re: Onion River Co-op City Market Update

Pat Burns, City Market, stated he will be taking over as general manager in the coming months. City Market owns its building but leases the property from the City. When they signed the lease, they agreed to several conditions that would make it a downtown supermarket rather than a natural foods store. One requirement was that City Market will meet the needs of the low to moderate income, disabled and elderly and support Vermont agriculture. They have increased membership and now have almost 9,000 members. Growth increased at the beginning of the recession as people realized they needed to make better choices with their money and that there were opportunities to do member work to entitle them to a discount. There is also a patronage refund and the Food for All Program. 60% of owners of the co-op are Burlington residents. Their family members are also able to use their membership. They employ 205 people. 83% of employees are full time, which is the inverse of a normal grocery store. 65% of their staff lives in Burlington. Members have made it clear that they want to take care of employees. They are pleased to offer a livable wage for any employee after one year. They also pay 100% of the health care premium for full time employees and 75% for part time employees. Hickok and Boardman conducts an annual survey of benefits throughout the State and City Market always ends up in the top percentile. 3Squares redemption has increased from \$290,000 in 2005 to over \$1 million in 2012. They are happy to be able to serve people with food stamps, although they are not happy that so many people have to be on them. They considered starting a program which would offer a 10% discount to those receiving EBT or Social Security. When talking to those administering the plan, they found that it would have to be done for everyone throughout the State. They instead created a membership category where they waive the membership fee and offer a 10% discount on purchases if they show their card. They have gone from \$590,000 in 2009 to \$1,697,000 in 2012. This translates to additional buying power for those using this program. About 1,000 members use this program. There are a number of other co-ops across the country using this program as a model. As part of their lease, they had to donate \$90,000 to the Chittenden Emergency Food Shelf by 2011 and they were able to meet that target. They will continue to do this and they provide opportunities for people to make donations at the store. They also allow the food shelf to order bulk food at cost which saves them money. They have an annual COTS Tree Sale where they get 650 trees dropped off in their parking lot and sell them. The money goes directly to COTS and they were able to give them a check for \$10,575 this year. Donations have been nearly \$80,000 in total. As part of their supermarket principles, they are looking to have over 1,000 Vermont products. They have begun working with Kimball Brook Organic Dairy Farm to help them become certified and sell their products. They now have over 2,000 Vermont products translating to \$11 million in sales or 33% of the sales of the co-op. They also support the City of Burlington through taxes and fees. Last year they paid about \$460,000. They also do a patronage refund program, as the intent of the co-op is to be revenue neutral. Last year, 60% of purchases were made by members. They reimburse profits to members as a refund; last year they sent out \$643,000 to 7,689 people. Checks were as low as \$2.50 and as high as \$800 based on the members' purchases in the store. They have returned nearly \$2 million to members since they opened the store.

City Council President Shannon thanked him for his presentation and for the food.

Councilor Bushor stated that she always finds this annual update inspiring and appreciates it. She still hears from residents that City Market is an upper end store and is not affordable for people. In other presentations, they have focused on comparisons with other grocery stores. She inquired if they intend to continue to support the Chittenden Emergency Food Shelf even though they have fulfilled their

requirement. Mr. Burns stated that they will. Councilor Bushor stated that both the food and the interconnection with the community are important. She inquired about the Food for All program and what categories are included in that. Mr. Burns stated EBT, WIC, or Social Security recipients are eligible.

Councilor Mason inquired if the livable wage that is being paid is based on the City's definition or if it is City Market's own definition. Mr. Burns stated it is set by the Joint Fiscal Office. They consider the cost of living in Chittenden County based on two single people living in a two bedroom. They also get credit for what they pay for health care, transportation, a food discount, and savings put into the 401k. Based on the benefits provided, the minimum is \$10.31/hour.

Councilor Brennan stated there has been talk about opening another store. He conducted a survey in the Old North End and found that people were concerned about hurting the micro markets in their neighborhoods. There were also concerns about the lack of a downtown market in Winooski. He commended them for paying a livable wage; doing that gives employees dignity. It is great that assistance is available for those who need it, but having livable wage is paramount. He also stated that the co-op makes a difference in the community.

Councilor Siegel stated when she was a household of one, the worker membership did not add up for her. Now that she is part of a family of four, it is very valuable. The work that translates to a 12% discount can be done in the store or as a community volunteer. When a refund check comes, it is based on the pre-discount sale which makes it even better.

2.01. COMMUNICATION: Alison Weinhagen, re: Onion River Co-op Slideshow

Councilors Bushor and Brennan made a motion to waive the reading, accept the communication and place it on file. The motion passed unanimously.

3. PUBLIC FORUM

City Council President Shannon opened the public forum at 8:02 p.m.

<u>Name</u>	<u>Ward/Affiliation</u>	<u>Subject</u>
Ron Ruloff	Ward 3 Resident	Recent Election/Council Performance
Chapin Spencer	Ward 5 Resident/ Local Motion	In Favor of Downtown Parking Policy
Kyle Dodson	Ward 1 Resident	Ward 1 School Commissioner Recount
Erik Hoekstra	Ward 2 Resident	In Favor of Downtown Parking Policy
Jim Holway	Ward 4 Resident	More Options for Redistricting Committee Facilitator
Joseph LaRiviere	S. Burlington Resident	Concerns over Trespass Ordinance

There being no one further coming forward and no objection from the remaining Council, City Council President Shannon closed the public forum at 8:17 p.m.

4. CONSENT AGENDA

Councilor Paul noted that there was an addition of a citizen member of the Airport Strategic Planning Committee on the consent agenda tonight. She noted that Sanford Miller was no longer employed as the City Manager of South Burlington and he had resigned from the Committee.

Councilor Bushor stated consent agenda item 4.12. had been revised.

Councilor Worden stated he will recuse himself on consent agenda item 4.06., as his firm may be proposing on a project that would receive some of that grant money.

On a motion by Councilors Bushor and Paul the consent agenda was unanimously adopted, as amended, thus taking the following actions as indicated:

4.01. COMMUNICATION: Lori Olberg, Licensing, Voting & Records Coordinator, re: Accountability List

\*waive the reading, accept the communication and place it on file

4.02. ORDINANCE: COMPREHENSIVE DEVELOPMENT ORDINANCE—Lot Line Adjustments; Vestigial Alley ZA #13-02 (Planning Department; Planning Commission)(1<sup>st</sup> reading)

\*consider this 1<sup>st</sup> reading and refer it to the Ordinance Committee

4.03. ORDINANCE: COMPREHENSIVE DEVELOPMENT ORDINANCE—Garage Size and Orientation ZA #13-04 (Planning Department; Planning Commission)(1<sup>st</sup> reading)

\*consider this 1<sup>st</sup> reading and refer it to the Ordinance Committee

4.04. COMMUNICATION: David E. White, AICP, Director of Planning & Zoning, re: Proposed Zoning Amendments

\*waive the reading, accept the communication and place it on file

4.05. RESOLUTION: Authorization for Transfer of 48.8 Acres of Airport Land to Winooski Valley Park District (Board of Finance: pending 3/11 BOF approval)

\*waive the reading and adopt the resolution

4.06. RESOLUTION: Approval of Stormwater Grants (Councilors Shannon, Bushor, Paul: Board of Finance)

\*waive the reading and adopt the resolution

4.07. COMMUNICATION: Megan Moir, Burlington Stormwater Program Manager, re: Request to accept two Stormwater grants and request to accept an amendment to a previously accepted Stormwater grant

\*waive the reading, accept the communication and place it on file

4.08. RESOLUTION: Acceptance of Vermont Homeland Security Grant to Purchase One Tandem Axle Enclosed Cargo Trailer to Meet Urban Search and Rescue Equipment Needs and Budget Amendment Authorizing this Purchase (Councilors Shannon, Bushor, Paul: Board of Finance)

\*waive the reading and adopt the resolution

4.09. COMMUNICATION: Lise E. Veronneau, Business Manager, Burlington Fire & Police Departments, re: Vermont Department of Public Safety Grant Agreement #02140-70152-101

\*waive the reading, accept the communication and place it on file

- 4.10. RESOLUTION: Authorization to Enter into License Agreement to Maintain Tables and Chairs on a Portion of the City's Right-of-way with Ken's Pizza and Pub (Councilors Dober, Blais, Tracy: License Committee)

\*waive the reading and adopt the resolution

- 4.11. RESOLUTION: Authorization to Execute Agreement with Sovernet Fiber Corporation for Access & Use of Existing Conduit on the Winooski River (Councilors Hartnett, Tracy, Mason: Transportation, Energy, Utilities Committee)

\*waive the reading and adopt the resolution

- 4.12. RESOLUTION: Delegation of Authority for Budget-Neutral Adjustments Within City Departments' Individual Budgets (Councilors Shannon, Bushor, Paul: Board of Finance)

\*waive the reading and adopt the resolution

- 4.13. COMMUNICATION: Paul Sisson and Karen Paul, Co-Chairs of the Airport Strategic Planning Committee, re: Report Re: Update to the Council

\*waive the reading, accept the communication and place it on file

- 4.14. COMMUNICATION: Peter Potts, Republican Staffperson, re: Resignation

\*waive the reading, accept the communication, place it on file and send a letter of appreciation to Peter Potts thanking him for his service as the Republican Staffperson to the City Council

- 4.15. SPECIAL EVENT INDOOR ENTERTAINMENT PERMIT APPLICATION (one day only):

American Flatbread at Signal Kitchen, 71 Main Street, 2/28/13, 4 p.m. – 2 a.m., Dancing

\*waive the reading, accept the communication, place it on file and ratify the one day only special event indoor entertainment permit application for American Flatbread

- 4.16. SPECIAL EVENT INDOOR ENTERTAINMENT PERMIT APPLICATION (one day only):

American Flatbread at Signal Kitchen, 71 Main Street, 3/2/13, 8 p.m. – 2 a.m., Dancing

\*waive the reading, accept the communication, place it on file and ratify the one day only special event indoor entertainment permit application for American Flatbread

- 4.17. SPECIAL EVENT INDOOR ENTERTAINMENT PERMIT APPLICATION (one day only):

American Flatbread at Signal Kitchen, 71 Main Street, 3/9/13, 8 p.m. – 2 a.m., Dancing

\*waive the reading, accept the communication, place it on file and ratify the one day only special event indoor entertainment permit application for American Flatbread

- 4.18. SPECIAL EVENT INDOOR ENTERTAINMENT PERMIT APPLICATION (one day only):

American Flatbread at Signal Kitchen, 71 Main Street, 3/15/13, 8 p.m. – 2 a.m., Dancing

\*waive the reading, accept the communication, place it on file and approve the one day only special event indoor entertainment permit application for American Flatbread

- 4.19. SPECIAL EVENT INDOOR ENTERTAINMENT PERMIT APPLICATION (one day only):

Manhattan Pizza & Pub, 167 Main Street, 3/17/13, 9:30 p.m. – 2:00 a.m., Dancing, Band



\*waive the reading, accept the communication, place it on file and approve the one day only special event indoor entertainment permit application for Manhattan Pizza & Pub

4.20. 2013-2014 TOBACCO LICENSE RENEWALS: see attached list

\*waive the reading, accept the communication, place it on file and approve the 2013-2013 Tobacco License Renewals

4.21. COMMUNICATION: Lori Olberg, Licensing, Voting and Records Coordinator & Amy Bovee, Executive Secretary, Draft Minutes, Regular City Council Meeting, January 7, 2013

\*waive the reading, accept the communication, place it on file and adopt the minutes at the March 18, 2013 City Council Meeting

4.22. COMMUNICATION: Rev. Oscar Hernandez, DRB Alternate Member, re: Resignation

\*waive the reading, accept the communication, place it on file, advertise the vacancy and send a letter of appreciation to Rev. Oscar Hernandez thanking him for his time served as an Alternate Member on the Development Review Board

4.23. COMMUNICATION: Christian Belekewicz, re: City Gun Control Bill

\*waive the reading, accept the communication and place it on file

4.24. COMMUNICATION: Scott Gustin, Senior Planner, Staffperson, Burlington Conservation Board, re: Open Space Protection Plan Update

\*waive the reading, accept the communication and place it on file

4.25. COMMUNICATION: William E. Johnson, Director, Property Valuation and Review, State of Vermont, Department of Taxes, re: Notice of Redetermination of Equalized Education Property Tax Grand List, Common Level of Appraisal and Coefficient of Dispersion for the City of Burlington

\*waive the reading, accept the communication and place it on file

4.26. RESOLUTION: Appointment of an Additional Citizen Member to the Airport Strategic Planning Committee (Councilors Paul, Dober)

\*waive the reading and adopt the resolution

4.27. RESOLUTION: Fiscal Stability General Obligation Bonds (Councilors Shannon, Bushor, Paul, Decelles: Board of Finance; pending BOF approval on 3/11/13)

\*waive the reading and adopt the resolution

5. RESOLUTION: Ward Redistricting – Authorize Chief Administrative Officer to Enter Into Contract with Adamant Accord, Inc. for Facilitator Services (Councilors Shannon, Bushor and Siegel)

Councilors Bushor and Decelles made a motion to waive the reading and adopt the resolution.

Councilor Bushor stated this will continue the process they began when they decided to broaden the membership of the Redistricting Committee and hire a facilitator who would be neutral. This person does not live within City boundaries and would not weigh in on the process. This will move the Committee towards accomplishing something. This requests they move forward with selecting Cindy Cook as a facilitator. The money being allocated to pay for the facilitator is City Council monies.

City Council President Shannon stated Cindy Cook is here to meet the Council. She requested that she share her background and how she views the process going forward. Cindy Cook stated she grew up in Burlington and moved away. She now lives near Montpelier and is very familiar with Burlington, but is agnostic as to politics. For a living, she facilitates complex public policy and environmental issues. She loves projects with complex sets of facts, relational issues, and process issues, all of which apply to this situation. She is also familiar with public engagement. She would be active in providing opportunities for the general public to be involved. She would also like to speak with each Councilor individually to get an understanding of what the needs of each district are. That would be in concert with working with the Committee. It is hugely important to involve the public before making a decision. City Council President Shannon noted that they have laid out a process that will run through June. They hope to bring something to the Council at that time. If they are not ready at that point, it would involve another contract, which would also be voted on.

Councilor Dober stated he was not aware that this was coming from Council funds. He is concerned that there will be a new Council elected that he will not be a part of. He feels like he is spending someone else's money. He inquired if there are sufficient funds available so that he will not be leaving his replacement short. City Council President Shannon stated that the previous resolution did state that it would be paid through City Council funds.

Councilor Bushor stated it is important to delineate what Council money this is. There is money that Councilors are paid monthly with, there is money for staff support, and money for special projects. She requested an explanation from the Interim CAO. Interim CAO Sisson stated the total budget is \$5,000 per Councilor or \$70,000 per year. Spending has only been about \$5,500 so far this year, leaving plenty of money for the remainder of this year.

Councilors Paul and Siegel made a motion to amend the resolution on lines 27-29 to add language to allow NPA representatives to approve the selection of the facilitator. There were some people involved with NPA Steering Committees that had concerns that the City Council is only one part of the Redistricting Committee. They were not concerned with the person being considered for the role of facilitator, but with being included in the hiring process. She offered a second amendment to add a resolved clause to change the date of the first meeting from March 19 to no later than April 1 to allow NPAs more time to select members and ensure that newly elected members are able to attend the meeting.

Councilor Mason inquired if the words 'entire Redistricting Committee' meant that unanimous consent would be required. Councilor Paul stated that was not her intention and she meant that a majority would suffice. Councilor Mason stated requiring unanimous approval would negate the point of the resolution. Removing the word entire would solve the problem.

Councilor Paul amended her amendment to read 'review by the entire and approval by the majority of the Redistricting Committee.'

City Council President Shannon stated the entire Redistricting Committee had the same information that the City Council had. They were sent the biography, resume, and resolution. Councilor Paul raised a point of information that if the Council President was referencing the resolution, she was participating in the debate. City Council President Shannon stated she was trying to clarify what had happened. She had spoken by phone or email with four of the non-Council members. The language was contingent upon the timely review of the entire Redistricting Committee and approval of the majority of the Redistricting Committee having been provided with the same information as the Council.

Councilor Hartnett stated they have been vetting this process for a long time and have not moved forward. The choice of the facilitator, her resume, and her references have been well thought out. The Council needs to show leadership and say that this is the right person for the job. If they are now requiring a

majority, it will not look good if four people buy into it and three people do not; this was a good process. They have done a lot of work with this and are ready to go. It is alright to move forward; he will not support the amendment.

Councilor Siegel inquired if everyone has been appointed to the Committee at this time. This process continues to be obtuse. There was no report back process from the NPAs to notify the Council after they chose members. They need to move forward, but thus far the process has not served constituents well. She appreciates Ms. Cook's comment that it will be important to bring the public along throughout the process. The same logic could be used for bringing the Committee along with the process. This amendment does not require a face to face voice and would allow members to vote via phone or email. She agrees that Councilors should not be on this Committee at all, but it is too late to backpedal.

Councilor Dober stated he was in favor of slowing the process and involving the NPAs. They could continue to kick the can down the road on this issue. They are making a fairly simple decision and have created a Committee that is bi-partisan. NPAs have chosen representatives. Everything needed to start the process has been done. They are debating the selection of a facilitator, but the Committee can direct the conversation any way they please. Her role is to help the group reach a goal, not to limit the conversation. He supports moving forward on this resolution tonight as presented. It is long overdue and they should not postpone action any longer.

Councilor Bushor stated the lines that talk about reaching out to the whole Committee to ensure that it is a date everyone can make is a very appropriate amendment. The date was not mentioned in Ward 1 and she is unsure if their representative can make that date. That is important to confirm. Councilor Siegel mentioned that she did not know if everyone had been appointed. They had been selected but when they passed another resolution allowing for alternates some NPAs have not selected an alternate at this time. She has heard that some Wards will have both the alternate and the member attend every meeting. She will support the amendment. She believes that the facilitator has the right skill set, but that they were remiss in getting the information out to the other members. That information is now out and City Council President Shannon has received some feedback. Mistakes have been made and she hopes they can avoid them in the future.

Councilor Decelles echoed Councilor Paul's concerns about the process. The Redistricting Committee's website has not been updated and makes no mention of the new process. He has not received a list of the new committee members. It would be helpful if everyone understood the steps that have been taken. He cannot support the amendment because he does not want to delay the date of the first meeting. This process should be expedited now, but future updates should be sent to all of the Committee members.

Ms. Cook stated she has been hired on a number of complex cases and has never been through such a complex process to be hired. She is committed to hearing all points of view. The fact that there is resistance is important and it will be necessary to find where these underlying feelings are coming from. She stated she has been involved in complex processes where not everyone involved understands the next steps. She usually creates a process map that is presented to key players. This makes it clear what is happening and keeps everyone on the same page. It can be difficult to fathom the process, who decides what, when, and what the constraints are. It will be important to be clear going forward.

Councilor Siegel inquired what Ms. Cook's point of view is about being vetted by the remainder of the Committee. Ms. Cook stated it is valuable for everyone involved to be comfortable with her. People tend to not like someone being imposed upon them. She stated they could go about it in many different ways. Councilor Siegel inquired if the amendments pass and the first meeting did not take place until April 1, would 2.5 months until the deadline allow enough time. Ms. Cook stated she is unsure and would leave that up to the Council. Running later than June could be problematic because of summer vacations. She would hate to lose the two weeks, but it is not her process. Councilor Siegel inquired about the intent of

how to get a majority agreement. It sounded like most people were comfortable with the choice the goal was just to follow an appropriate process. Councilor Paul stated she had not considered how to receive approval. If there was a way to do that without the Committee meeting, such as through email, that would be fine.

Councilor Mason raised a point of order and inquired if consent could be given in a way other than a publically warned meeting. City Attorney Blackwood stated if the resolution reads 'through approval of the Committee' it would have to happen at a public meeting.

Councilor Paul stated that this conversation had degraded to a level she did not intend. This was not about the facilitator as a person. It was about the process and the fact that people want to feel valued. She had heard that those associated with the NPAs did not feel that they were being valued as equal partners in the Committee. She is on the Airport Strategic Planning Committee where they hired a consultant to run the meetings. The committee itself agreed to hire that person. They have been working effectively with that consultant because everyone broadly agreed to it. She would like to see the Redistricting Committee do what it needs to do effectively and expeditiously. It is important to get started on the right foot. No one is looking to hold the process up. She apologizes if her amendment infers that they did not want to hire the facilitator if they did not like her after the first meeting.

Councilor Dober stated that they had four companies present to the Airport Strategic Planning Committee before they decided on the person to hire. The only way to make that process the same would be to present options to the group to decide who they like. The Council has done everything they can for transparency and community involvement and it is time to get moving.

City Council President Shannon stated she received four emails from Committee Members. She read the emails, all of which were in favor of hiring the facilitator.

Councilor Siegel inquired if there is a way to word the resolution that would not require a public meeting. City Council President Shannon stated she believes that all members have weighed in with a Councilor, even if it was not her. City Attorney Blackwood stated the term approval is problematic because it implies an action. For members to give approval, it would have to occur at a public meeting. Ms. Cook inquired if they could use a more passive word, such as concurrence. City Attorney Blackwood stated it is still an action. A public body cannot take an action without holding a public meeting.

Councilor Blais stated he finds it disturbing that in an effort to add more transparency in government, they may short circuit the process. He spoke with Andy Montroll, the Ward 6 representative to the Committee, and he is very satisfied with the choice in the facilitator. He does not feel he needs to give further input into the process.

Councilor Aubin stated he sent an email to the Ward 7 representative and he was supportive of City Council approving Ms. Cook as the facilitator.

Councilors Dober and Hartnett made a motion to call the question pertaining to the amendment. The motion passed unanimously.

Councilor Bushor requested that they divide the question.

City Council President Shannon called for a vote on the amendment to line 27 which would request approval from the Redistricting Committee. The amendment failed by a vote of 3-11 with Councilors Paul, Tracy and Brennan voting in favor.

City Council President Shannon called for a vote on the amendment to change the date of the first Redistricting Committee meeting. The amendment passed by a vote of 8-6 with Councilors Hartnett, Blais, Aubin, Kranichfeld, Decelles and Dober voting against.

Councilors Decelles and Dober made a motion to call the question. The motion passed unanimously.

The motion to adopt the resolution passed unanimously.

Ms. Cook thanked them for involving her and stated she would be welcome to hear from anyone with concerns. She hoped that everyone feels the process is open to having their concerns heard.

5.01. COMMUNICATION: Cindy Cook, Adamant Accord, Inc., re: Resume

Councilors Bushor and Dober made a motion to waive the reading, accept the communication and place it on file. The motion passed unanimously.

5.02. COMMUNICATION: Cindy Cook, Senior Facilitator, Adamant Accord, Inc., re: Bio

Councilors Bushor and Dober made a motion to waive the reading, accept the communication and place it on file. The motion passed unanimously.

6. ORDINANCE: COMPREHENSIVE DEVELOPMENT ORDINANCE—Downtown Parking Standards ZA #13-06 (Planning Department; Planning Commission)(1<sup>st</sup> reading)

Councilors Mason and Bushor made a motion to consider this 1<sup>st</sup> reading and refer it to the Ordinance Committee.

David White, Planning and Zoning Director, stated this amendment to the Comprehensive Development Ordinance was unanimously approved by the Planning Commission. The ordinance proposed to eliminate on-site parking requirements within the Downtown Parking District. The intent was to facilitate new in fill development. It was a flagship recommendation in PlanBTV. It will encourage more productive and valuable use of land downtown and this will improve the tax base. It will also improve the ability to maintain the urban fabric of the City, make downtown more pedestrian friendly, and make development less complicated and expensive. Creating structured parking spaces costs \$20,000-\$30,000 per space. It will make it easier to create more affordable housing, encouraging more transportation options and the use of public transit, and facilitate access to underutilized parking that the Downtown already has. This did not mean that there will be no more parking created downtown. It will be up to the market to determine what is appropriate for a developer to build and sell. The developer will have to determine if parking will be on-site or if it will provide transit passes to its employees, car share access, or other ideas. It did not mean downtown will become a sea of parking. There is a parking maximum requirement which caps the amount of parking that can be created through a single development. Studies show that this is one of the most useful regulating tools that a community can use.

Councilor Bushor stated this is very interesting information. She stated when she went door to door recently, she heard from Public Works Commissioners and they play a role in overseeing parking. She inquired if DPW had been included in these conversations and how this would play into on-street parking. Mr. White stated that the Planning Commission plans to hold a joint meeting with Public Works in the coming months to discuss residential parking and not parking in the downtown. They will consider how they can restructure and reorganize the residential parking program to offset the impacts associated with not providing on-site parking. The Public Works Commission is interested in having that conversation. Councilor Bushor stated that if parking is not provided and people are still wedded to their

car, they will continue to bring their car, park in a residential area and walk downtown. She is glad the conversation will be happening because it is important.

Councilor Hartnett stated in the past, they have held developers' feet to the fire to the point where some decided not to build in the City because so much parking was required. This seems like a free pass. It will be important to include developers in figuring out ways that they can benefit the City now that they are not being required to provide parking. They should be involved in helping with transportation issues.

Councilor Tracy inquired if parking demand has been rising or falling. Mr. White stated they have not measured parking utilization and demand on a consistent basis over time. As part of PlanBTV, they did a study of private and public spaces. In both areas, it was about 65%. The industry considers 85% to be optimal. This meant that the parking resources that were already in place were being underutilized. This said that there was a fair amount of parking and they needed to find ways to use it better. The demand was for mobility rather than parking. There were mechanisms other than a single automobile that they should be considering. Councilor Tracy inquired how other cities had balanced the points where people said they would not go downtown at all because they could not find parking or when people said that they would utilize another means of transportation to get downtown. Mr. White stated the University of Connecticut did a study of twelve small to medium sized cities throughout the country. About half of those cities had built more parking downtown to encourage development and economic development. The other half focused on alternative transportation to make downtowns attractive places to be. They found a difference in the urban vitality of communities who had given up on building parking. Towns with more parking were less pedestrian friendly, had fewer jobs downtown, and had lower median incomes. Those who considered alternatives were far more successful. Councilor Tracy stated he had received emails from people in the Buell/Bradley/Hungerford neighborhood who were confused about the delineation of the area included in this proposal. He hoped that they could help to clarify that. People who live in this neighborhood are concerned about people parking in their neighborhood and walking downtown.

City Council President Shannon stated this is a significant change for the Council and she felt it was important for the Ordinance Committee to hear the Council's deliberation before beginning work. She visited Boulder, CO and they had a department of the City assigned to parking management. It was incredible to see that much focus on parking in a pedestrian friendly environment. She hopes that they will consider that although studies show that there is excess parking downtown, the average shopper does not feel this way. They will need to work to connect shoppers with parking. She hopes they will consider how buildings that do not provide parking will impact the neighborhood.

The motion passed unanimously.

6.01. COMMUNICATION: David E. White, AICP, Director of Planning & Zoning, re:  
Proposed Zoning Amendment

Councilors Bushor and Mason made a motion to waive the reading, accept the communication and place it on file. The motion passed unanimously.

7. RESOLUTION: Commission and Board Appointment Process (Charter Change  
Committee: Councilors Siegel, Decelles, Kranichfeld; Councilor  
Shannon)

Councilors Siegel and Decelles made a motion to waive the reading and adopt the resolution.

Councilor Siegel stated this gives a set structure to the appointment process and will result in three main changes. It will give more information up front about what is needed on the Committee. This information will come from the Committee Chairs themselves. Instead of having a meet and greet, they will allow

each applicant to come before the Council and tell them about themselves. It will be more public and perhaps less political. The first step would be the application period, the second would be receiving a written communication from each chair of the Board or Commission with the expectations of members, and the third would be the work session to replace the meet and greet. They will then reconvene at a Commission Appointment Discussion Session to arrive at a slate that they would vote on. They would survey applicants in the fall to see how they feel about the process. That will be reported back to the Council in November.

Councilor Hartnett stated this has been ongoing and is needed. He hopes everyone will support the changes. It will be a step in the right direction. If it does not work, they can reevaluate.

Councilor Dober stated this puts a process in place and is a good starting point. As survey time comes near, they can adjust the process. There needs to be something in place to start to result in a really good process. This is a great start. He hopes that it will not be as political.

Councilor Worden stated he supports this. He attended one meeting of the Charter Change Committee and moves the process to a more transparent direction. This will be a great improvement.

City Council President Shannon stated this was raised at the Council retreat and there was consensus that this need to be looked at. She thanked them for the proposal.

The motion passed unanimously.

8.       **RESOLUTION:**       Survey to Determine if Commissions and Boards are Functioning Optimally (Charter Change Committee: Councilors Siegel, Decelles, Kranichfeld; Councilor Shannon)

Councilors Siegel and Decelles made a motion to waive the reading and adopt the resolution.

Councilor Siegel stated that this calls for a different survey than the one outlined in the previous resolution. That survey would go to anyone who had applied, but this would go to anyone who is currently serving. It will be about how they think the commission will be functioning. They have not written the survey yet, but it will ask questions like: Do you think that the term length is appropriate? Should there be term limits? What can you do to be more diverse and inclusive? They hope to report the results back to the Council by November.

Councilor Dober stated he hopes the questions will be more in line of how the board performs, what they are doing rather than getting into the political questions. By continuing to mention politics, they continue to keep politics in the process. Appropriate questions might be: Do you have a charge for the board? What tools do you need? How is the board structured? The questions would have more to do with the function of the board and this will go a long way.

The motion passed unanimously.

9.       **RESOLUTION:**       No City Councilor to Serve on Commission or Board in First Year After Leaving Council (Charter Change Committee: Councilors Siegel, Decelles)

Councilors Siegel and Decelles made a motion to waive the reading and adopt the resolution.

Councilor Siegel stated that this is not just a blanket statement. There is a caveat that a Councilor may apply for a seat within the first year if they are the only applicant. It gives a fair chance to new people who perceive that former Councilors may have an unjust advantage.

Councilor Dober stated he will be leaving his seat soon. He feels that this is a good idea. Adding the caveat is important to allow them to fill the seats. In his ward, there is a thought that there is favoritism towards former Councilors.

Councilor Blais stated he is generally opposed to any rule that sets up an artificial barrier to anyone serving in public office. One of the pleasures in his time on the Council has been working with Councilor Dober. If in the next year, he decided he wanted to come back, he would hate to think that they could not even consider his application. That does not serve the City well. He has confidence that the City Council can make a reasonable decision free of favoritism. It limits access to people who have intimate knowledge about the workings of the City.

Councilor Decelles stated he could agree with Councilor Blais' sentiment if the City Council had proven its ability to not automatically appoint former City Councilors within their first year of leaving office. It has happened a number of times. In a recent appointment to the Library Commission, Councilors had pledged their support to a former Councilor without even looking at the other applications. There was another candidate whose qualifications surpassed the former Councilor's. If members of the public know that Councilors have left, they feel that the Councilor will be appointed. Because that has not been done, it is needed.

Councilor Paul inquired if a former Councilor submits an application and then finds out that other applications were received, would they have to withdraw their name from consideration. Councilor Siegel stated they can put in an application any time they want and if they are the only candidate, they would receive the appointment. There are also people whose applications have been held on file so that if there is a mid-year opening they can be considered. Councilor Paul stated it seems like that does not work because the former Councilor would have to remove their name from the list. City Council President Shannon stated the resolution states that they could not apply. If someone else had already applied, they would be unable to do so. Councilor Siegel stated the wording does imply that, but her intention is that if they apply and other applications are received, their name would be removed from the list of applications.

Councilor Bushor stated they should not be putting the responsibility on the Councilor. Anyone can apply but it is up to the Council to understand if the application is a valid one. Applicants should not have to be watchdogging positions to see if it is alright for them to apply. The intent is that the Council will not appoint a City Councilor who has left within the last year unless there is a need that can be filled by that person as the only applicant.

Councilor Hartnett stated that there are great people serving the City. Councilors will have an opportunity for continued service after one year. If they are really dedicated to the City, having a twelve month waiting period is not unreasonable to ask. He is sure that many people will return. There are many very well qualified former Councilors, but asking them to wait sends the right message. He will support this.

Councilor Siegel stated in the case of the recent Library Commission appointment, Councilors supported a former Councilor without seeing the other applications, and even told another applicant that they could see she was more qualified, but had promised their former colleague their vote. The applicant is very soured on the process and the City may not be able to receive her service.



Councilors Bushor and Mason made a motion to amend the resolution on line 23 to read that no City Councilor who leaves office may be appointed to a seat. The motion on the amendment passed unanimously.

Councilor Worden stated he will not be supporting this. He is in the design business and they have a saying that if they are trying to fix something, they should fix one thing at a time. While this has been an issue in the past, they just passed a pilot program to change the appointment process drastically. There will be more transparency and they will hear from every applicant. If there are continued problems, they can revisit this.

The resolution passed by a vote of 9-5 with Councilors Blais, Paul, Worden, Kranichfeld and City Council President Shannon voting against.

Councilor Dober left the meeting.

10. COMMITTEE REPORTS (5 mins.)

Councilor Paul stated that the Parks Arts and Culture Committee will be meeting and will discuss the Public Investment Action Plan. They will also be meeting the new Library Director to hear her priorities for the budget for the upcoming year.

Councilor Brennan stated that the Tax Abatement Committee has been working hard. They will be coming forward with a clean slate of tax abatement activities that have occurred.

Councilor Blais stated that the Human Resources Committee will be meeting to discuss step placement policy changes that have been proposed.

Councilor Mason stated that the Ordinance Committee will be meeting to address an item to correct a conflict in the Building Code, as well as the items passed on the consent agenda at tonight's meeting.

Councilor Siegel stated that the Charter Change Committee will be meeting to discuss the gun resolution. It is contingent upon Chief Schirling's availability. The Diversity and Equity Committee has continued to work on their strategic plan and will be meeting again.

City Council President Shannon stated they are working on planning a City Council meeting at Burlington High School in conjunction with the Mayor's week in the schools. There has been a lot of work done to ensure the meeting will be ADA accessible and that it will run as it usually does.

11. COMMUNICATION: City Councilors, re: General City Affairs (oral)(10 mins.)

Councilor Decelles stated that the Public Safety Committee will not be meeting this year. The resolution that was passed and sent to the Charter Change Committee has questions that need to be answered before it can be addressed. He hopes that next year, the City Council President ensures those meetings to take place right away. There was recently a large drug bust, and public safety continues to be a major concern among the public.

Councilor Kranichfeld stated he is aware of the issues that the Public Safety Committee needs to take care of. The issues are large enough that they will merit more than one meeting worth of work. He would prefer to wait until the new Committee is formed to allow them to finish the work. It is much easier if the same group of people consistently works on the same issues. He has a conflict of interest on the gun issue given his new position as Director of the State's Attorney's and Sheriffs. That is another obstacle to the Committee taking up that issue. It will be taken care of, but it will happen after April 1.

Councilor Bushor inquired if the Board of Finance will also be taking place at Burlington High School. The Ward 1 NPA will be meeting on Wednesday to appoint an alternate to the Redistricting Committee. The CEO of Fletcher Allen Healthcare will be attending their meeting and anyone who is interested is welcome to attend. She noted that there was a time when CEOs were invited to speak with the Council. It would be nice to put a face with the name and have them here briefly to begin to have a relationship with the new heads of institutions that have their home in Burlington.

Councilor Tracy stated that the NPA is working on collecting ideas on ways to improve parks in the Old North End. The first is happening on Thursday to discuss Dewey Park. It is a small triangle that is in need of some work. They will be having an Old North End Arts and Business meeting. They have been working with residents in the Pomeroy Park area to improve that space. He has also been hearing about needles from his residents. They have been found in parks and vacant lots. There is confusion about the proper way to dispose of them. There is a person in the Howard Center who does this for a job. They can also provide a container to be used for proper disposal. They will also be working with Parks Staff about needles in parks. This points to the need for proactive action from the Public Safety Committee.

Councilor Brennan thanked everyone who worked at the polls. He apologized for his absence at the last meeting. Guns are an issue that they need to deal with and he appreciates the Mayor's effort at the national level. Since his incident, there was an incident on Lafountain Street with an open showing of a gun. The original resolution talked about assault weapons, and what is happening at the local level is also happening at the national level. The State Legislature could be moving further than it is. They will be having a discussion open to the public.

Councilor Paul congratulated Councilors Bushor, Brennan, Shannon, Hartnett and Blais on their reelection as well as welcoming returning Councilor Jane Knodell and newly elected Tom Ayres in Ward 7. She noted that on the consent agenda there is a three page summary of the Airport Strategic Planning Committee. She hopes that people will take the time to read it. They have slated the rest of the meetings through May to present a report in June.

Councilor Blais encouraged everyone to attend the Burlington High School's Varsity Girls Basketball team. They will be playing the number 1 seed at Patrick Gym and can use support.

Councilors Hartnett and Brennan made a motion to suspend the rules to extend the meeting.

Councilor Hartnett stated that there were many great City Council races which showed that the City was moving in a good direction. It is difficult to run a campaign and those who were not elected ran great races. The Roberts' family ran a great campaign in Ward 7. He thanked everyone for running.

City Council President Shannon stated that these competitive races really add to the political discussion in Burlington. There were some active campaigns in this round and it is good for Burlington and is healthy for the City. She noted that this was the week that we celebrated our Irish heritage. There were a number of events going on around the City with the Irish Heritage Festival. She encouraged people to check it out. At the Board of Finance meeting, they approved a contract with Hudson News. They were working with the City to provide Vermont products in the Airport to make the Airport unique while providing the traveler the things they expect to be able to get in an Airport.

12. COMMUNICATION: Mayor Weinberger, re: General City Affairs (oral)(5 mins.)

Mayor Weinberger stated there was a step forward with the efforts in Montpelier for TIF reform. The bill, which was supported by Burlington and other Vermont Mayors, would extend the life of the Waterfront TIF district for an additional five years. It would be helpful in the PIAP process. The likely route for this

to be approved would be through the State Senate. He encouraged Councilors to contact State Senators that they work with to encourage them to support the bill.

Megan Moir from Public Works and Planning Director David White made presentations on two bills being reviewed in Montpelier regarding storm water protection and shoreline protection. They represented the City well and brought forward important information. There will be a Storm Water Conference that he will be giving remarks at. His remarks will focus on sharing goals of Lake Champlain protection. Burlington has a great interest in storm water protections being done efficiently and smartly.

He attended the Mayor's Institute for City Design in New Orleans. It was a great couple of days involving eight mayors and high caliber design professionals.

He will be in Burlington High School for the Mayor's week in the schools. The main goal of going through this effort is to bring attention to the Partnership for Change and the work they are attempting to do. Not many places have attempted to remodel their education systems where education is based on sitting in a class for a certain number of hours and accumulating credits. The Partnership for Change is a way of ensuring that students have proficiencies to succeed and it should not be evaluated just through hours in the classroom. There will be a kickoff event involving the Governor and State Legislature. There will be a round table discussion to meet with business and education leaders to discuss how this change will interact with the job market. There will also be a closing ceremony.

He congratulated the re-elected and newly elected City Councilors. He feels that the poll workers did a great job on Election Day.

13.     **COMMUNICATION:** Richard Haesler, Assistant City Attorney, re: Appointment/  
Evaluation/Possible Disciplinary Action of Public Officials (oral)

Assistant City Attorney Haesler stated there has been a grievance issued against a public official through notification of the City Council. It will be up to the Council to determine if it falls into the area of grievance, appointment, or removal.

On a motion by Councilors Bushor and Siegel the Council went into executive session at 10:45 p.m. premature disclosure would place the City at a substantial disadvantage. Present were: see above.

On a motion by Councilors Decelles and Bushor the Council went out of executive session at 11:23 p.m.

14.     **ADJOURNMENT**

On a motion by Councilors Worden and Bushor the Regular City Council Meeting unanimously adjourned at 11:23 p.m.

Attest:

Lori Olberg, Licensing, Voting & Records Coordinator and Amy Bovee, Executive Secretary

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DELIBERATIVE AGENDA

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LOCAL CONTROL COMMISSION

BURLINGTON HIGH SCHOOL AUDITORIUM, BURLINGTON HIGH SCHOOL

MONDAY, MARCH 18, 2013

7:06 P.M.

PRESENT: City Council President Shannon; Councilors Bushor, Worden, Tracy, Kranichfeld, Brennan, Siegel, Aubin, Mason, Blais, Paul and Dober

ABSENT: Councilors Decelles and Hartnett

CITY ATTORNEY'S OFFICE: Eileen Blackwood

CLERK/TREASURER'S OFFICE: Paul Sisson and Scott Schrader

CITY COUNCIL PRESIDENT SHANNON PRESIDING:

1. AGENDA

On a motion by Commissioners Dober and Blais the agenda was adopted as is.

2. CONSENT AGENDA

On a motion by Commissioners Dober and Blais the consent agenda was unanimously adopted thus taking the following actions as indicated:

Commissioner Siegel stated consent agenda items 2.01. and 2.02. were post-dated and voiced her concern about approving things that have already happened.

2.01. OUTSIDE CONSUMPTION PERMIT (one day only): Akes' Place, March 17<sup>th</sup>  
\*waive the reading, accept the communication, place it on file and ratify the one day only outside consumption permit for Akes' Place, March 17<sup>th</sup>

2.02. OUTSIDE CONSUMPTION PERMIT (one day only): RiRa Irish Pub, 3/17/13  
\*waive the reading, accept the communication, place it on file and ratify the one day only outside consumption permit for RiRa Irish Pub, 3/17/13

2.03. OUTSIDE CONSUMPTION PERMIT RENEWAL (2013-2014): East Shore Vineyard  
\*waive the reading, accept the communication, place it on file and approve the 2013-2014 Outside Consumption Permit Renewal for East Shore Vineyard

3. FIRST CLASS RESTAURANT LIQUOR LICENSE APPLICATION (2013-2014):

Balance Team, Inc., d/b/a Burlington Bay Market and Café, 125 Battery Street

Commissioners Dober and Blais made a motion to approve the 2013-2014 First Class Restaurant Liquor License Application for Burlington Bay Market and Cafe. The motion passed unanimously.

3.01. OUTSIDE CONSUMPTION PERMIT APPLICATION (2013-2014):

Balance Team, Inc., d/b/a Burlington Bay Market and Café, 125 Battery Street

## Minutes, Adjourned Meeting, City Council

Commissioners Dober and Blais made a motion to approve the 2013-2014 Outside Consumption Permit Application for Burlington Bay Market and Café. The motion passed unanimously.

### 4. ADJOURNMENT

Without objection, City Council President Shannon adjourned the Local Control Commission at 7:13 p.m.

Attest:

Lori Olberg, Licensing, Voting & Records Coordinator and Amy Bovee, Executive Secretary

### ADJOURNED MEETING, CITY COUNCIL MONDAY, MARCH 18, 2013 7:13 P.M.

PRESENT: see above

### CITY COUNCIL PRESIDENT SHANNON PRESIDING:

### 1. AGENDA

Councilor Bushor stated consent agenda item 3.11. was addressed by the Board of Finance and they modified lines 27-28 to specify that the project will be funded with Passenger Facility Charges and Airport Operating Revenue.

On a motion by Councilors Kranichfeld and Bushor the agenda was unanimously adopted as amended as follows: re-number agenda items 6. PRESENTATION: Lindsey Cox, Partnership for Change Project Manager, "What are we Doing here? Why City Council is meeting at BHS: an overview of the Partnership for Change" (10 mins.) and 6.01. COMMUNICATION: Lindsey Cox, Partnership for Change Project Manager, Partnership for the Burlington City Council Meeting March 18, 2013 as agenda items **2.5 and 2.5.01.** respectively; note proposed amendment for agenda item 5. RESOLUTION: Urban Reserve Planning and Site Management (Councilors Paul, Brennan, Aubin); add to the agenda item 6.5. ORDINANCE: VEHICLES FOR HIRE – Taxi services advisory committee (Councilors Dober, Mason) with the proposed action to "suspend the rules and place it in all stages of passage."

### 2. PUBLIC FORUM

City Council President Shannon opened up the public forum at 7:45 p.m.

<u>Name</u>	<u>Ward/Affiliation</u>	<u>Subject</u>
Kate Stein	Ward 7 Resident	Accessibility Issues
Jeanne Collins	Burlington School Superintendent	Welcome to the Schools
Ellen Zemen	Ward 7 Resident	Accessibility Issues

With no one further coming forward and no objection from the remaining Council, City Council President Shannon closed the public forum at 7:45 p.m.

2.5. (was 6.0) PRESENTATION: Lindsey Cox, Partnership for Change Project Manager, "What

are we Doing here? Why City Council is meeting at BHS: an overview of the Partnership for Change” (10 mins.)

Lindsey Cox, Partnership for Change, played a video which explained the Partnership for Change. She stated the Mayor is doing something bold by jumping out of his office and getting into the schools. He is showing how they can make real connections between City Government and the Schools. They have been able to show students how City Government runs. The Partnership for Change is looking to make learning more personalized to allow every learner to reach their full potential. It was established in 2012 and is grant funded. Burlington and Winooski School Districts applied for the grant together and spent two years planning the application. They heard from communities how people believe that they need to move forward to improve their schools. There were five areas identified including providing more robust learning spaces, building family school partnerships, creating community based learning opportunities, enhancing youth engagement and leadership, and personalized and proficiency based learning. Councilors have great reach into the community to talk about the needs of the Schools and how the community can support that work. She wants City Councilors to consider how they can influence students.

Councilor Brennan stated that they should be focusing on squeezing as much as they can out of every dollar that they have for the Partnership for Change. When he was on the School Board, they completed \$20 million of renovations. Typically, there is a match from the State or Federal governments to build infrastructure. They did not get that match during the recession, but the voters of Burlington stood up to support the Schools during difficult times. He hopes that they will be able to get credit for that money they put money forward during that time.

Councilor Bushor stated the film was well done and captured the essence of the Partnership. All students learn differently. In her own life, she had children who were very different. One of her children excelled in any classroom, but another did not. If you cannot acknowledge that people learn differently and at their own pace, it creates issues with ego and self-esteem. People internalize and feel that they are inadequate. This was about how you felt about yourself, which could open doors for potential. She hoped that the public school system would be able to accommodate this. Everyone was different and unique and there should not be judgment about that. She has very high expectations about where this money will take them.

Mayor Weinberger stated that this morning, the auditorium was full of students and members of the State and Federal delegation. He felt that the Mayor should be involved in education issues. There was nothing more important to the future of the City than the education that children get. It is an important time to be engaged in these conversations because the Governor and President are focusing on education reform. The Governor described his own experience in education and emphasized that they need to accommodate each individual child. The Governor said he would not have succeeded if he had not had a teacher who helped him overcome his problems with dyslexia. He stated that he did his best learning because of following his interests and passions. It has become clear to him that this is not an easy process, despite the skills of the people working on this project. It is a dramatic change from delivering education in the traditional way to a student centric way. Elected officials can help to bring awareness and generate community support to the project. This is a great opportunity to do planning using outside resources. He wants to involve the business community because they know when students have not gotten the education they need to thrive. He thanked the Council for their willingness to engage in the project.

2.5.01. (was 6.01.) COMMUNICATION: Lindsey Cox, Partnership for Change Project Manager,  
Partnership Update for the Burlington City Council Meeting  
March 18, 2013

Councilors Aubin and Brennan made a motion to waive the reading, accept the communication and place it on file. The motion passed unanimously.

3. CONSENT AGENDA

On a motion by Councilors Dober and Bushor the consent agenda was unanimously adopted thus taking the following actions as indicated:

3.01. COMMUNICATION: Lori Olberg, Licensing, Voting & Records Coordinator, re:  
Accountability List

\*waive the reading, accept the communication and place it on file

3.02. RESOLUTION: Authorization for Agreement for Operation of Gift Shops and  
Newsstands at Burlington International Airport (Councilors Shannon,  
Decelles, Paul, Bushor: Board of Finance)

\*waive the reading and adopt the resolution

3.03. RESOLUTION: Church Street Marketplace District—Authorizing Budget Adjustment  
(Councilors Shannon, Bushor, Paul: Board of Finance)

\*waive the reading and adopt the resolution

3.04. RESOLUTION: Approving A Grant Anticipation Note for the Costs of Certain Airport  
Improvement Projects (Councilors Shannon, Bushor, Paul, Decelles:  
Board of Finance)

\*waive the reading and adopt the resolution

3.05. RESOLUTION: FY 2013 Budget Amendments – CEDO Re: Lead Hazard Control and  
Housing Trust Fund (Councilors Shannon, Bushor, Paul, Decelles: Board  
of Finance)

\*waive the reading and adopt the resolution

3.06. COMMUNICATION: Darlene Kehoe, Assistant Director for Finance and Brian Pine, Assistant  
Director for Housing & Neighborhood Revitalization, re: FY13 Budget  
Amendments for Lead Hazard Control and Housing Trust Fund

\*waive the reading, accept the communication and place it on file

3.07. RESOLUTION: Authorize Contract with Hickok and Boardman, Inc. to Manage The  
City's Workers' Compensation and General Liability, Property and  
Casualty Insurance (Councilors Shannon, Bushor, Paul, Decelles: Board  
of Finance)

\*waive the reading and adopt the resolution

3.08. RESOLUTION: Acceptance of Queen City Police Foundation Gift and Approval of  
Police Department Budget Amendment (Councilors Shannon, Bushor,  
Paul, Decelles: Board of Finance)

\*waive the reading and adopt the resolution

3.09. COMMUNICATION: Michael E. Schirling, Chief of Police via Lise E. Veronneau, Business  
Administrator, Burlington Fire & Police Departments, re: FY 13 –  
Budget Amendments and Accept Donation from Queen City Police  
Foundation

\*waive the reading, accept the communication and place it on file

3.10. RESOLUTION: Authorization for Acceptance of 2013 IBM Smarter Cities Challenge  
Engagement Grant (Councilors Shannon, Bushor, Paul, Decelles: Board

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of Finance)(pending Board of Finance approval on 03/18/13)

\*waive the reading and adopt the resolution

- 3.11. RESOLUTION: Authorization to Contract for Services Associated with North Concourse Restroom Renovation at Burlington International Airport (Councilors Shannon, Decelles, Paul, Bushor: Board of Finance)

\*waive the reading and adopt the resolution

- 3.12. COMMUNICATION: Gene Richards, Burlington International Airport, re: Finance Board Approval Request – North Concourse Restroom Renovation Project

\*waive the reading, accept the communication and place it on file

- 3.13. RESOLUTION: Burlington City Arts FY 2013 Budget Amendment Related to Artwork Sales and Grant Revenues (Councilors Shannon, Bushor, Paul, Decelles: Board of Finance)

\*waive the reading and adopt the resolution

- 3.14. RESOLUTION: Authorize Amendment to Contract with Wright & Morrissey for Construction Services re Church Street Marketplace Project STP 5000(16) (Councilors Shannon, Bushor, Paul, Decelles: Board of Finance)

\*waive the reading and adopt the resolution

- 3.15. COMMUNICATION: Steven Goodkind, P.E., Director of Public Works, re: STP 5000 (16) – Church Street Earmark

\*waive the reading, accept the communication and place it on file

- 3.16. RESOLUTION: Authorization to Enter into Agreement with Gary Evans for Consulting Services and Amend FY 2013 Budget – Burlington Telecom (Councilors Shannon, Bushor, Paul: Board of Finance)

\*waive the reading and adopt the resolution

- 3.17. RESOLUTION: Authorization to Accept A Vermont Arts Council Cultural Facilities Grant and Amend the FY 2012 Budget – Fletcher Free Library (Councilors Shannon, Bushor, Paul, Decelles: Board of Finance)

\*waive the reading and adopt the resolution

- 3.18. COMMUNICATION: Paul Sisson to Board of Finance, re: Library Grant from Vermont Council of the Arts

\*waive the reading, accept the communication and place it on file

- 3.19. COMMUNICATION: Alexander L. Aldrich, Executive Director to Fletcher Free Library, Attn: Ashley P. McAvey, re: Application # 16478

\*waive the reading, accept the communication and place it on file

- 3.20. COMMUNICATION: Vermont Arts Council Acting for the State of Vermont Cultural Facilities Grant Agreement Fiscal Year 2012

\*waive the reading, accept the communication and place it on file

- 3.21. COMMUNICATION: Amy Bovee, Executive Secretary, re: Board of Finance, Monday, January 7, 2013 Minutes

\*waive the reading, accept the communication and place it on file



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- 3.22. COMMUNICATION: Amy Bovee, Executive Secretary, re: Board of Finance, Tuesday, January 22, 2013 Minutes

\*waive the reading, accept the communication and place it on file

- 3.23. COMMUNICATION: Amy Bovee, Executive Secretary, re: Board of Finance, Monday, January 28, 2013 Minutes

\*waive the reading, accept the communication and place it on file

- 3.24. COMMUNICATION: Amy Bovee, Executive Secretary, re: Board of Finance, Monday, February 11, 2013 Minutes

\*waive the reading, accept the communication and place it on file

- 3.25. COMMUNICATION: Keith Pillsbury, Ward One School Commission Candidate, re: Conflict of Interest re: Recount

\*waive the reading, accept the communication and place it on file

- 3.26. COMMUNICATION: Scott Schrader, Assistant Chief Administrative Officer, re: Declaration of Elected Candidates Annual City Election – March 5, 2013

\*waive the reading, accept the communication and place it on file

- 3.27. COMMUNICATION: Scott Schrader, Assistant Chief Administrative Officer, re: Declaration of Election Results Questions on the Ballot Annual City Election – March 5, 2013

\*waive the reading, accept the communication and place it on file

- 3.28. COMMUNICATION: Lori Olberg, Licensing, Voting and Records Coordinator & Amy Bovee, Executive Secretary, Draft Minutes, Regular City Council Meeting, January 7, 2013

\*waive the reading, accept the communication, place it on file and adopt the minutes as received at the March 11, 2013 City Council Meeting

4. PRESENTATION: Patrick Standen and Ralph Montefusco, Co-chairs, Committee on Accessibility and Kesha Ram, Staff, re: Committee on Accessibility Strategy Plan

Ralph Montefusco, Committee on Accessibility, stated that the Council asked the Mayor to form the Committee on Accessibility. It is made of City staff and community members and was charged with creating a plan to address accessibility, updating the previous mission statement, determining the frequency of reporting to the Council, and a devising a process to assess accessibility needs. The Committee included people from a number of organizations. They held a public forum and allowed interested parties to participate in any meeting they attended. There are many accessibility issues in the High School, which demonstrates the need to address these issues. As one woman said, her son in a wheelchair finds this building scary. The overarching recommendation is that they charge the Committee with assessing the accessibility needs in Burlington. They recommend expanding the Committee, having two year terms, and re-forming the Committee by the end of April. The report is a good start, but they are anxious to begin working. These issues have to be included in everything that they do in the City. Making this Committee permanent will allow them to send liaisons to various stakeholders, groups, boards and commissions. It is more inclusive to do things right from the beginning than to try to retrofit. The accessible bathroom for this meeting is in the girls' locker room, but it would be nice if anyone could just use a bathroom. He read the proposed mission statement. They plan to report to the Council quarterly. They are suggesting adding representatives from AARP, Burlington Parks and Recreation, the School

District, and a person from the Howard Center Pathways Program. They feel it is important to make this Committee permanent. Public and Private infrastructures should be updated to be more accessible. There are few accessible and affordable homes in Burlington. There are times when private businesses can plan to make more accommodations and having this included in the permitting process could help. Programmatic inclusion is important and there are times when people cannot attend festivals in the City because they cannot get there. Developing a culture of awareness to give voice and visibility will help. There were several people on the Committee who did not attend this presentation because of their concerns about this building. This group is enthusiastic about their work and anxious to move forward to make the City more inclusive.

City Council President Shannon stated this report is helpful and is a first step in a long process. The Council will need to act on the report and appoint additional members. They also need to endorse the proposal that the Committee has put forward.

Councilor Bushor stated she would like to refer this to the Board of Finance to ensure that as they are building the FY14 budget, they contemplate some funding. There will need to be work done to prioritize what is essential and what they can afford to do. The Committee was languishing and has now been revitalized. There are a number of things that will come from this Committee. When the old Committee was active, there was a person in the Department of Public Works who included how money would be spent in the current year projects. Budgeting for it will allow them to be proactive in accessibility projects. Mr. Montefusco stated that they know this will happen incrementally. They hope to engage with other groups even if they do not have any funding, such as working with the Department of Public Works to prioritize accessibility projects. The building inspector has been very involved in the Committee. City Council President Shannon suggested that they work on a separate resolution for the Board of Finance to address the money piece so as to allow the rest of the resolution to move forward. Councilor Bushor stated she requests the Mayor and CAO to utilize the information while they begin to build the budget. It is important that they address this. She stated she received a communication from Michael Wood-Lewis and read it aloud.

Councilor Tracy stated that he is glad that Public Works will be helping to compile a list. When he was on the Public Works Commission, there was a presentation about the condition of the sidewalk. This is important infrastructure and sidewalks are deteriorating faster than they are being fixed. At that time there was \$35 million worth of sidewalk work. There are people struggling with the poor condition of sidewalks City-wide. There has been some progress but they continue to deteriorate. Within that work, he hopes they can create a standard for assessing the quality of sidewalks. He does not feel enough attention has been paid to sidewalks.

Councilor Siegel inquired about the mechanism to create an ongoing Committee and how people would be appointed. City Council President Shannon stated there is a standing Committee but it had fallen dormant for a long time. Councilor Siegel inquired if it is part of the Charter. Mr. Montefusco stated that they are more advisory than binding. City Council President Shannon requested the City Attorney clarify the differences between different Committees, Boards and Commissions. If they are not covered by the Charter, the Council can task them with different things. City Attorney Eileen Blackwood stated Commissions are in the Charter and have actual authority. Committees are created by the Council and can be delegated different levels of authority.

Councilor Dober stated that anything dealing with Schools and finance should be kept separate. If this is referred to the Board of Finance, it is no longer a School conversation. City Council President Shannon stated this is a City conversation, but happens to be taking place in a School with accessibility challenges.

Councilor Brennan stated that there is money that the City did not get that others have gotten. There is a need that has been expressed. This building is difficult to get around. Accessibility was addressed in the

Master Plan and will cost a lot of money. Time and energy will be needed to lobby the State and Federal delegations. Other communities have gotten their dues and Burlington did not, even though they took care of their own during the recession. He inquired about an action item to pursue external funding opportunities for municipal infrastructure and asked if any potential sources had been identified. Mr. Montefusco stated those items are intended to be illustrations of things that could be done. They are not at a point where they can pursue funding, but they would like to be able to. Councilor Brennan stated that he hopes the committee becomes a standing Committee, it would be great to have inclusion for everyone in the High School.

Councilor Worden stated Public Works has acknowledged issues with the way they rated sidewalks. They plan to put out an RFP to have someone with a Segway document the sidewalks with national standards. With the housing stock pre-dating accessibility designs, it will be challenging to incorporate accessibility. It will be equally important to look at new housing that will be built. He encouraged someone on the Committee to speak on behalf of accessibility issues. Mr. Montefusco stated that they are looking to do that. They are not trying to take over financing, but they do feel their input would be helpful as a part of the process.

Councilor Paul stated that when they talk about accessibility, they sometimes think of it in terms of being ambulatory. That is important, but it is also important to consider people who are hearing or sight impaired. That is a significant issue in Burlington. There was an issue in front of Vermont House with the sidewalk being in poor shape and that affected visually impaired residents of Vermont House. Mr. Montefusco stated they have considered that and have a visually impaired person on the Committee. He did not know about the School accessibility issues until he started this work. They are also considering mental health issues.

Mayor Weinberger stated he looks forward to beginning this work. He does plan to find a way to experience the School in a wheel chair with a student with mobility issues during his time here.

Councilors Aubin and Bushor made a motion to request that this issue be added to the Accountability List.

Councilor Siegel inquired whose accountability this will be. Councilor Bushor stated she is happy to make sure this does not get lost. It will be done on behalf of the full Council.

The motion passed unanimously.

- 4.01. COMMUNICATION: Kesha Ram, Staffperson, Committee on Accessibility, re:  
Burlington Committee on Accessibility Strategy and Plan

Councilors Aubin and Bushor made a motion to waive the reading, accept the communication and place it on file. The motion passed unanimously.

5. RESOLUTION: Urban Reserve Planning and Site Management (Councilors Paul, Brennan, Aubin)

Councilors Paul and Tracy made a motion to waive the reading and adopt the resolution.

Councilor Paul stated that this relates to managing and being responsible stewards of the urban reserve, as well as planning for the future. There are two plans that relate back to the Urban Reserve. One is the Urban Renewal Plan for the Waterfront Revitalization District in September 1990. It noted that they would preserve the land from unwanted commercial development and reserve the right for future generations to determine what development, if any, could occur. Seven years later, they passed provisions

for responsible stewardship. Over the last 20 years, the urban reserve has fallen into disrepair. It is in need of site upgrades to improve public safety, reduce environmental hazards and improve pedestrian amenities. This resolves that 2013 will mark the beginning of future generations determining what development will occur on the land. It then calls for a long term planning process for the Urban Reserve to commence. It will call for management as laid out in the Interim Use document of 1997. It asks that Planning and Zoning, Parks and Recreation, and CEDO begin a proposed scope timeline and budget for a long term planning process, similar to PlanBTV. City staff would work with the Vermont Housing Conservation Board and other funding sources for the completion of a land use map, promoting public activity and a long term plan. She feels the resolution is important because they need to begin to start to plan in conjunction with other plans the City is undertaking. There have been issues with public safety and environmental hazards that need to be taken care of.

Councilor Bushor stated this is an important resolution. When she read about the short term improvements, some of them surprised her. One portion called for the upgrade of existing shoreline foot paths, and another called for installation of boat launch sites, naturalization of shoreline to reduce erosion and remove hazards, management of vegetation to minimize illegal camping and trash dumping. These items raised concerns for her. There should be a check back with someone before this moves forward and her first thought was the NPAs. She inquired what process will take place to complete the short term amendments. Jesse Bridges, Parks Director, stated that there were a number of informal paths that have been created. Councilor Bushor requested information about the process and what is meant by upgrade. Mr. Bridges stated that they will be putting forward a PIAP proposal to make the footpaths more formal. They continue to work with the Parks Arts and Culture Committee and will consider the recreational use of the Urban Reserve as well. Any enhancements would go through the usual process. Councilor Bushor inquired if each item would have a plan presented to the Parks Commission and then Parks Arts and Culture Committee. She inquired if there is a plan in which they will reach out to the community at large to get feedback. Mr. Bridges stated that all of these pieces would be part of the public process that goes on through Parks Commission and Parks Arts and Culture. They are investigating small boat portage and will be working with Vermont Fish and Wildlife on that project. Councilor Bushor stated she is cautious about the improvements because although these are short term improvements, they will begin to lay the framework for whatever happens in the future. She would prefer a process that is more inclusive and would have the full Council's awareness. It is the Waterfront and people are possessive of it. The amendment is intended to keep public awareness at a maximum. Mr. Bridges stated the current access road is a hazard and it is causing storm water problems. Responsible urban management with a forestry plan and vegetation plan calls for them to actively manage plants. There are many unsafe areas. They want to promote the recreational use and they cannot begin to do that so long as it lays vacant. Councilor Bushor stated that DPW was putting extra soil in the Urban Reserve.

Councilors Bushor and Brennan made an amendment to require City Council approval for any short-term improvements.

Councilor Bushor stated she eliminated NPAs from her original amendments because she does not want to delay the process. Councilors will be responsible for making sure that constituents are aware of it. The sub-committee will also have meetings that people can attend.

Councilor Brennan inquired if the Parks Director sees any obstacles by adding this to the process. Mr. Bridges stated they are already conferring with multiple agencies. It does add another layer of process and they will have to be further ahead on their timeline.

Councilor Blais stated it seems that adding another layer of process to this in an area that has been long neglected and overlooked is not in the best interest of the City. Bringing it to the Council's attention is fine, but the problems that are being addressed do not need that level of oversight.

Councilor Mason inquired if there is funding for any of these projects. Depending on the threshold of the project, they may come before the Board of Finance and the Council anyway. Mr. Bridges stated there are some funding mechanisms in place, such as soil testing money, but overall they do not have funding. Councilor Mason inquired if they have estimates of cost for any of these projects. Mr. Bridges stated their department can put together a quote about what vegetation management would cost, but they will be going forward with Bike Path scoping and the PIAP process soon.

Councilor Paul inquired if each of these projects will be included in the Parks and Recreation agenda and discussed at a public forum. Mr. Bridges stated they would. Councilor Paul stated this would allow for citizen input at the Commission level.

Councilor Siegel inquired what the threshold for something to be in the budget would be. Interim CAO Sisson stated anything over \$50,000 required Board of Finance approval and anything over \$100,000 required City Council approval. Councilor Siegel inquired if they have an idea if these projects will reach those thresholds. Mr. Bridges stated all of it will not meet that threshold, but everything would come through Parks Commission.

Councilor Tracy stated this is happening in the context of a broader Master Planning process that Parks is undertaking. This would be looked at in a broader sense and will not be happening overnight.

Councilor Siegel inquired if having to bring each project to the Council would be a stumbling block. Mr. Bridges stated it would be adding another layer to the timeline. An example of this would be the off-leash dog report that is due. The Committee and Department are done with their work. It has taken him 4-5 months to get on NPA agendas, even though that does not require any critical action. This does require critical action that has been put off for too long.

The motion to amend the resolution failed by a vote of 3-9 with Councilors Bushor, Siegel and Brennan voting in favor.

Councilors Siegel and Brennan made a motion to amend the resolution to eliminate the words “and other undesirable activities” from the resolution. The motion passed by a vote of 11-1 with Councilor Kranichfeld voting against.

Councilor Brennan stated that although many of the activities may be minor in terms of the long term plan, there will be significant work. There is a lot of invasive vegetation. It turns into a jungle in July and they would like to clean that area up. There are a lot of pads from where oil refinery tanks were placed. There will be some movement. It will make the area clean and more welcoming for individuals. He understands the concerns, but does not see them moving beyond the preparation phase into the next phase at this time; it is needed. There have been things he does not like to hear about happening in his neighborhood, but he does. It is concerning to anyone who regularly uses the bike path. There will be large moving equipment used to complete this work.

Councilors Dober and Aubin made a motion to call the question. The motion passed unanimously.

The motion to adopt the resolution passed unanimously.

6.5. ORDINANCE: VEHICLES FOR HIRE – Taxi services advisory committee (Councilors Dober, Mason)

Councilors Dober and Mason made a motion to suspend the rules and place it in all stages of passage.

Councilor Dober stated he started working on this Ordinance rewrite four years ago. One of the areas that they felt needed more attention was to get the industry and public involved in the decision making. They created a Taxi Advisory Committee in the attempts to do that. That ordinance came out two years ago, but they have not been able to create the Committee without a full body and not enough people have applied. This change is very modest and will add the words 'up to four members'. That would mean that they can start the Committee and gain some traction. This would be extremely helpful to the Taxi Board in their decision making. He encouraged the public to get involved. He hopes they can adopt this change.

City Council President Shannon inquired if this has been advertised. Councilor Dober stated he did not believe that it has been on the list because it has not yet started. It is appointed by the Airport Commission, not the City Council. City Council President Shannon inquired if they would need to have two industry members on the Committee. Councilor Dober stated they would and he would like to have at least one public member, but up to four. City Council President Shannon inquired if the wording of the ordinance would allow for two industry members. City Attorney Blackwood stated that it would, although it could be made clearer.

The motion passed unanimously.

#### 7. DEPARTING REMARKS FOR OUTGOING COUNCILORS

City Council President Shannon presented plaques to outgoing Councilors Bram Kranichfeld and Vince Dober.

Councilor Blais, Bushor, Paul, City Council President Shannon and Mayor Weinberger spoke about Councilors Kranichfeld and Dober and thanked them for their service on the Council.

Councilor Dober stated it has been great working with everyone and spoke about his time on the Council.

Councilor Kranichfeld spoke about his time on the Council and stated he is sad to leave.

#### 8. COMMITTEE REPORTS (5 mins.)

Councilor Dober stated that the Taxi Licensing Committee will be coming forward with more items for the Ordinance Committee. They will be meeting for a hearing and meeting to discuss the resolutions they will submit to the Ordinance Committee. They will also be having a License Committee meeting.

Councilor Tracy stated that TEUC will be discussing fuel agreements and will be meeting with the DPW fleet manager.

Councilor Siegel stated that the Charter Change Committee will be meeting to discuss the assault weapon ban options, as well as the quasi-judicial board complaint process.

Councilor Paul stated that the Parks, Arts, and Culture Committee had its last meeting of the year last week. One of the items they discussed was the resolution about the Urban Reserve. The Committee met often and did their best to provide oversight of the Moran process, the no-go decision by the Mayor, and the Public Investment Action Plan. They recently had a valuable presentation from the Library Director, and she hopes the committee will continue to embrace Parks, Art, and Culture and understand what is going on at the Library.

Councilor Worden stated the CDNR Committee will be meeting for an update on the CDBG process, the PIAP process, and planning around Center City Neighborhood issues.

## Minutes, Adjourned Meeting, City Council

City Council President Shannon stated that the Redistricting Committee meeting searched for a meeting date and have settled on March 19. They may be having a snow storm and she will make the call about whether or not to have the meeting at that time. The first meeting will be organizational and they will be holding other meetings to seek public input.

### 9. COMMUNICATION: City Councilors, re: General City Affairs (oral)(10 mins.)

No one spoke on this item.

### 10. COMMUNICATION: Mayor Weinberger, re: General City Affairs (oral)(5 mins.)

Mayor Weinberger stated that the Vermont Information Consortium held a conference on State policy on storm water with 100 planners from across the State. The City is engaging in the storm water debate and there was a recommendation that the State increase expenses on lake protection by \$156 million annually. He delivered the message that Burlington benefits more than any other group from a clean lake and it is a goal that the City strongly supports and subscribes to. Burlington has made substantial investments on a voluntary and proactive basis. He noted that investment of more magnitude will be needed to protect the lake. Before asking Burlington's citizens to invest in that way, there needs to be a conversation with policy makers to assure the public that there is a system that is fair, efficient, and promotes green infrastructure investment.

They are close to announcing the Public Investment Team who will oversee the next steps of the Public Investment Action Team. They have reached out to Councilors to come up with a balanced and skilled team.

### 11. ADJOURNMENT

On a motion by Councilors Dober and Kranichfeld, the City Council Meeting unanimously adjourned at 9:27 p.m.

Attest:

Lori Olberg, Licensing, Voting & Records Coordinator and Amy Bovee, Executive Secretary

BOARD OF ABATEMENT OF TAXES

MONDAY, MARCH 18, 2013

9:27 P.M.

PRESENT: see above

MAYOR WEINBERGER PRESIDING:

### 1. AGENDA

On a motion by Councilors Brennan and Mason the agenda was adopted as is.

### 2. CONSENT AGENDA

Councilor Dober inquired if everyone was in agreement with these recommendations and that was the reason it was on consent. Councilor Kranichfeld stated they were in agreement.

Minutes, Adjourned Meeting, City Council

Councilor Brennan stated that it would have been nice to have this at the beginning of the meeting, as it was all consent items and Mr. Vickery was present.

On a motion by Councilors Dober and Brennan the consent agenda was unanimously adopted thus taking the following actions as indicated:

2.01. COMMUNICATION: Clerk/Treasurer's Office, re: Notice City of Burlington Board  
Of Abatement of Taxes

\*waive the reading, accept the communication and place it on file

2.02. REQUEST FOR ABATEMENT OF TAXES: Jane Berlin  
81 South Williams Street Unit 207  
045-2-030-023

\*waive the reading and deny the request for abatement of taxes

2.03. REQUEST FOR ABATEMENT OF TAXES: TD Bank, N.A and Joanna Will  
Co-trustees of the Christopher A. Hall  
Revocable Trust  
13 George Street  
044-2-119-000

\*waive the reading and deny the request for abatement of taxes

2.04. REQUEST FOR ABATEMENT OF TAXES: Hall Communications  
255 South Champlain Street  
PPP237140

\*waive the reading and abate 11/12 taxes, penalties and interest

2.05. REQUEST FOR ABATEMENT OF TAXES: City of Burlington  
Clerk/Treasurer's Office  
Unknown  
ID 999-#-###-###

\*waive the reading and grant the request for abatement of taxes

2.06. REQUEST FOR ABATEMENT OF TAXES: City of Burlington  
Clerk/Treasurer's Office  
DSL.NET  
999-9-999-111

\*waive the reading and grant the request for abatement of taxes

2.07. REQUEST FOR ABATEMENT OF TAXES: Molly Farrell  
Clerk/Treasurer's Office  
48 Pomeroy Street  
045-1-144-000

\*waive the reading and grant the request for abatement of taxes

2.08. REQUEST FOR ABATEMENT OF TAXES: Tri C Tool and Die  
Clerk/Treasurer's Office  
228 Elmwood Avenue  
PPP206075

\*waive the reading and grant the request for abatement of taxes

2.09. REQUEST FOR ABATEMENT OF TAXES: Bruno Trahan



Clerk/Treasurer's Office  
63 King Street  
049-1-063-000

\*waive the reading and grant the request for abatement of taxes

2.10. REQUEST FOR ABATEMENT OF TAXES: John P. Larkin  
Clerk/Treasurer's Office  
Unknown  
999-1-995-001

\*waive the reading and grant the request for abatement of taxes

2.11. REQUEST FOR ABATEMENT OF TAXES: City of Burlington  
Clerk/Treasurer's Office  
22 Sherman Street, 044-2-031-000  
287 No. Winooski Ave., 040-2-112-000  
300 Lake Street, 043-3-208-000

\*waive the reading and grant the request for abatement of taxes

2.12. REQUEST FOR ABATEMENT OF TAXES: City of Burlington  
Clerk/Treasurer's Office  
Unknown  
029-2-052-###

\*waive the reading and grant the request for abatement of taxes

2.13. REQUEST FOR ABATEMENT OF TAXES: City of Burlington  
Clerk/Treasurer's Office  
Unknown  
PPP#####

\*waive the reading and grant the request for abatement of taxes

3. ADJOURNMENT

Without objection, the Board of Abatement of Taxes Meeting unanimously adjourned at 9:30 p.m.

Attest:

Lori Olberg, Licensing, Voting & Record Coordinator and Amy Bovee, Executive Secretary

BURLINGTON VT 054

19 APR 2013 PM 2 L



*Bruce Seiler & Julie A. Davis  
42 Locust Street  
Burlington, VT 05401*

Burlington City Council  
149 Church St.  
Burlington, VT 05401

BURLINGTON CLINTON  
TREASURY OFFICE

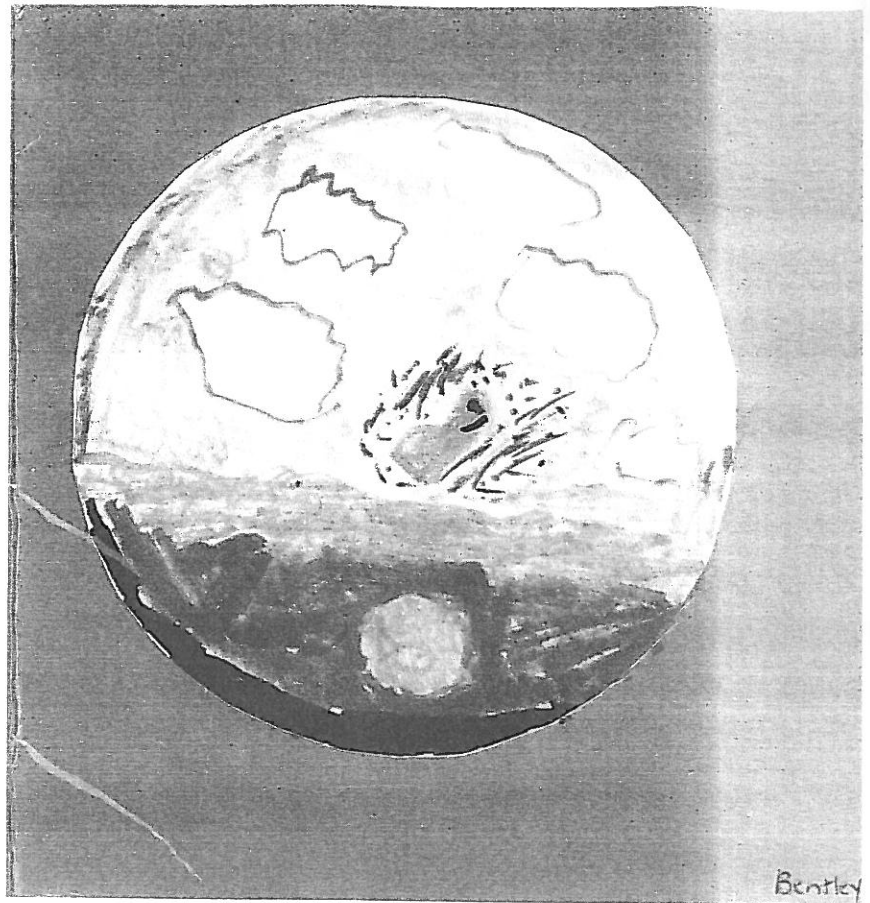
113 APR 22 P 12:00

RECEIVED

05401+8471



Remembering Bentley  
Artwork & Poem by Bentley Davis Seifer  
Champlain Elementary School  
Age 7



I will help the  
ozone and fish  
burst from the  
waters with trawls  
Sprays.

RECEIVED

2013 APR 22 P 12:00

BURLINGTON CLERK  
TREASURER'S OFFICE

Please accept our

heartfelt thanks for your

kindness & generosity.

Sincerely,

*Bruce & Julie*

Bruce & Julie

## BENTLEY DAVIS SEIFER MEMORIAL FOUNDATION



*Middle school students planting daffodils in the EMS Renaissance Garden. photo by Michael Sheeser*

Happy Spring!

April 14, 2013

We are writing to invite you to the dedication of *the Bentley Little League Field*, on **Saturday morning at 9 am, May 4<sup>th</sup>** in the lower field of Calahan Park. The dedication will be part of opening day festivities and you can expect to see hundreds of players and their families descending upon the park. Visit [www.burlingtonamerican.com/league/](http://www.burlingtonamerican.com/league/).

Bentley loved to play baseball and was on the All Star team when he died. In lieu of flowers, people were asked to contribute to a memorial bench fund for the upper field in Calahan Park. Donations far exceeded the cost of a bench, inspiring us to create the *Bentley Davis Seifer Foundation*. Since that time, the *Bentley Little League Field* project and 15 others activities were initiated as described in the report below.

Over the past two years, we have been blessed with many opportunities to remember Bentley while struggling to adapt to life without him. We have also been challenged by unexpected losses, family illnesses and Bruce's retirement after 30 years with the City of Burlington. (His book *"Sustainable Communities"* will be out in August [www.routledge.com/books/details/9780415820172](http://www.routledge.com/books/details/9780415820172).)

We feel especially blessed to have you in our lives, sustaining us with your loving support, gifts, donations, and hundreds of kind gestures. If we have failed to thank you, please accept our apology.

**Thanks so much:** Jason Lenihan, Kristen Allosso and Jeff Smith of the All Stars and Chittenden County Little League teams for the game dedication; for retiring and framing Bentley's #4 jersey; to the Reds Team for playing a game all dressed in jerseys sporting #7 and showing other symbols of support; to Lori Myers and everyone who brought us meals, Jeff Allen and Susan Helman for respite by the lake; Ron & Wendi Krisak for the soccer dedication, Gwen Causer for the band video; Michael Monte & Small-heads for the softball game; Peter Miller for the family portrait; Marc & Lois Seifer for the bronze statue; Meri Seifer for Bentley's portrait, James Gribbon for his poem; the BRM for metal ornaments; Steve Lutton for the Snowflake Bentley print; to Tony Shaw for the Gourd; George Shaw for the guardian, Nina Mazuzan for the photo & snowflake; Karen Hewitt for the Frank Hewitt painting; Chico Lager & Yvette Pidgeon for the seat at the Flynn Theater (S7), Sondra & Yo-Yo for the stained glass piece; Doug Webster for TV show credits, Jim Fogler of the Burlington Free Press, Bob Davis of WCAX; Carl Adams, Jennifer Green, Mannie Lionni, Susie Arnold and those who offered us respites around the world; those who sent poetry, made snowflakes and mittens, mowed the lawn, shoveled, offered painted stones, snowflake treasures, left notes under the tree, Easter eggs, ornaments, photos, cards, books, and to all our young friends for warming us with their visits.

**For your amazing time and energy, thank you** Gerry Ghazi, John Collins, Sherrill Musty, Hollis Hope, David Davis, Corinne Davis, Mags & Steve Conant, Gwen Causer, Ritchie White, Jim Eddy, Ed Granai, Mark Kolter, Ray Jacoby, Brian Pine, Warren Spinner, Deryk Roach, Annie Harlow, Zeb Browne, Meri Keithley & Marc Seifer, Holly Jeffers, Denise Girard, Kathy Longe, Sandra & Johannes Sontag, Margaret Joyal, Linda Jones & Mark Stephenson, Linda Shiller, Dan Davis, Steve Chamberlain, Noni Stuart, Larry Watts, Pam Martin, the late Hilde Betts and Bentley's special camping friends: Rocky Martin & Cheryl Eichen.

We look forward to seeing you at the dedication May 4<sup>th</sup>, on Opening Day of the Little League.

*Julie & Bruce*

## BENTLEY DAVIS SEIFER MEMORIAL FOUNDATION REPORT

(This update is also posted at [www.facebook.com/pages/RIP-Bentley-Seifer/219124334789489](http://www.facebook.com/pages/RIP-Bentley-Seifer/219124334789489).)

The Bentley Davis Seifer Foundation (BDS) was designed to support projects and activities that Bentley enjoyed during his short lifetime. Bentley had what he called a "good, lucky life". These projects were to give other children the opportunity to experience that same feeling. The \$30,000 in foundation funds received leveraged another \$150,000 cash donations (not including in-kind support) and inspired the following donations and activities.

1) **The Bentley Little League Field** project was conceived by the *Burlington American Little League* when players were feeling the loss of their teammate. Jeff Smith, President of B.A.L.L. initiated the project with other volunteers from the little league community and in partnership with the *Burlington Parks & Recreation Department*. The idea was to renovate a field used for minor league players and name it after Bentley. Seen from Bentley's bedroom window, the field had just a couple of old benches, a small set of aging bleachers, and a poorly drained infield. Practice and play time were often cancelled because of the wet field and limited shelter for the team. This project seemed a good fit for remembering Bentley as he ranked baseball as his number one sport. When asked, why baseball and not soccer, Bentley thought for some time and in classic Bentley speak, said simply, "dugouts."

The plan was embraced under the leadership of former Director, Mari Steinbach who applied for the permit with a commitment of \$8,000 in Penny for Parks. Jeff Padgett and the staff of *Trudell Consulting* donated the entire engineering plan. Several large donors allowed construction to begin including a donor who chose to remain anonymous. Over \$75,000 has been raised as the project nears completion with the help of hundreds of individual donations from the community.

Last fall, a drainage system, water line, and two feet of top soil was installed. Construction of the dugouts began earlier this spring with volunteer labor from *Resource's Youthbuild* and a \$5,000 donation from the *North Country Federal Credit Union*. Coming up next is the installation of the water fountain, the scoreboard, the fencing, the backstop, electricity and landscaping with in-kind and cash donations for plumbing, electrical and carpentry. Weather permitting; the project should be close to complete on opening day. Visit [www.burlingtonamerican.com/league/photo\\_albums.php](http://www.burlingtonamerican.com/league/photo_albums.php).

*Special thanks to the Jeff Smith, Jason Lenihan, Clare Wool, Dave Ackerman, Tom Freiheit, Wylie Rahill, Brian Pine, Austin Pine, Dave Wark, Excavator Matthew Karlin, Chris Haggerty of Professional Land Surveyors, Tom Longstreth, Andrew Jope, Brian Hsiang & Donal Dugan of Resource's YouthBuild, former Mayor Bob Kiss & former Director Mari Steinbach, Mayor Miro Weinburger, Director Jesse Bridges, Deryk Roach, Jen Francis, Warren Spinner, Todd Greenough, Rob Barrett, Chris Beaudry and Kurt Hawkins of Parks & Rec., Alex Silberman, Ray Jacoby & Tony & Sheila Shaw.*

*We very much appreciate the significant financial support or in-kind services of: the Vt. Community Foundation Freeman Foundation Fund & the Richard & Amy Tarrant Foundation Fund; Burlington Parks & Rec. Dept., North Country Federal Credit Union, Trudell Consulting, Scott Hammond & Lisa Steele, Gannett Foundation, Mark Stephenson, Vt. Energy & Contracting Supply Co., Jasmin Pobric, J.P. Electrical, and Hawk Creek Fence Co.*

2) **Baseball & Soccer Benches:** The benches we chose to remember Bentley were selected for their durability, character and versatility. Made with reclaimed wood from the Coney Island boardwalk, they are made with cement legs—safe enough for children to play with abandon. One bench was placed in "our spot" next to the home dugout. Since Bentley also loved soccer, two identical benches were placed in the upper field. The benches are adorned with engraved BDS snowflake symbols, a poem written by Bentley, and plaques that list 50 activities Bentley enjoyed with friends in the park. A dedication for the benches was held in the spring of 2012 when hundreds of friends and family turned out for lemonade and cupcakes. We were awed by the courage of young friends speaking from the podium including Walker McClelland, George Shaw, Charlie Myers, Oliver Marchildon, Phin Totten and others. Other compelling thoughts were shared by Mari Steinbach, Rachel Stampul, Corinne Davis, and Steve Schnepps. We are grateful to Howard Seifer who took an excellent video of this event, and also one of baby foxes playing in the cemetery. Visit [www.facebook.com/photo.php?fbid=10150922097125902](http://www.facebook.com/photo.php?fbid=10150922097125902)

*Special thanks also to Yangchen & Jim Kelly, Michelle Kupersmith, Bruce Bierbaum, Howard Seifer, Bruce MacDonald, Lyn Severance, Doug Thayer, and volunteers including Deryk Roach, Warren Spinner, Chris Beaudry, Todd Greenough, Rob Barrett, and Kurt Hawkins.*

3) **South End Kids Art Hop:** One of Bentley's favorite events was the annual South End Art Hop at the Julie A. Davis Studio. Bentley made work to exhibit, hopped around to visit the sites and spent time in the loft of the studio with his friends. In 2011, the SEAH Board dedicated the hop to Bentley. This inspired Bentley's art teacher to create a kids art hop in the Champlain Elementary School cafeteria. She was assisted by the Champlain PTO and many other volunteers. The "Kids Hop" included an exhibit of artwork by Bentley, CES students and other young people who had a chance to win one of three "Bentley" cash awards. It attracted hundreds of visitors who enjoyed the art, refreshments and live music by David Davis of *Ravestar* and the *Bakesale Hotties*. The Kids Hop also inspired the creation of two art hop dedication posters distributed to hundreds of people at the hop. Ali Marchildon assisted with the kids hop efforts and created a stunning batik banner called "*Remembering Bentley*."

*Special thanks to Principal Leslie Columb, Jen Peck, CES PTO members & Jessica Oski, Ravestar & the Bakesale Hotties, City Market, Lake Champlain Chocolates, Ted Castle and Rhino Foods, Maea Brandt, Gwen & Ella Causer, Ali & Greg Marchildon, Tony Shaw, Sherrill Musty, Holly Jeffers, Wes Black, Mags Conant, Corinne Davis, Lyle Johnson, Julie Hegle, Holly Hurewitz, Richard Donnelly, and the CES Staff.*

4) **Kid-Inspired Activities:** Some projects were initiated by others and seeded by the foundation; others were initiated and provided funds to the foundation. For example, Bentley's friends created an Art Hop t-shirt at the City Arts print shop using an image Bentley created in second grade. The boys were able to raise over \$500 to benefit the BDS Foundation and with the help of Tony Shaw distributed over 200 t-shirts to the community. Another group of middle school students in Massachusetts designed produced and sold t-shirts in their community as well. Artist Lisa Lillibridge also raised funds for the foundation by selling artwork with friends at her studio. Ten-year-old neighbor Henry Hood taught us all a lesson in altruism when he asked for cash instead of gifts for his birthday, and raised \$200!. Visit [www.facebook.com/pages/RIP-Bentley-Seifer/219124334789489](http://www.facebook.com/pages/RIP-Bentley-Seifer/219124334789489).

*Special thanks to Henry Severance, Bill Harvey & Lyn Severance, George & Tony Shaw, Schuyler & Spencer MacDonald, Amalgamated Culture Works, George of City Arts Print Shop, Emily Dennis & friends, Lisa Lillibridge & friends, Henry Hood & birthday invitees.*

5) **Edmunds Renaissance Garden:** Bentley enjoyed a large community of friends and classmates at Edmunds Middle School where another project was conceived to involve kids in improving the Renaissance Garden area of the school grounds. Teacher Gina Farineau and Horticulturist Annie Harlow worked together to create a special class for the *Healthy Living Enrichment class* to have students learn about the importance of gardens and public spaces. The three classes were conducted outside and students learned how to prepare soil, prune, rake and groom gardens. The entire school was invited to participate in an after school event where Annie Harlow beamed with smiles as she assisted 100 middle school students in the planting of over 400 daffodil bulbs. A hand-inscribed stone was donated by Izzie Halpern and her dad Alex, a "tree-lilac" replaced a dying maple tree, the crumbling sidewalk was rebuilt, and a bench by the bus stop was installed.

*Special thanks to Jesse Beck of Freeman French Freeman, Joel Fitzgerald, Annie Harlow, Gina Farineau, Gwen & Ella Causer, Warren Spinner, Meredith Hoisington, Jessica Nordhaus & Michael Sheerer, CCTA, Public Works, Superintendent Jeanne Collins, Asst. Super. Terry Bailey of the Burlington School Depart., Principal Bonnie Johnson-Aten, Asst. Principal Jeff Tobroke, and all the heart-filled kids who stayed to plant the bulbs, and read Bentley's poetry to dedicate the tree including Jonas Lobe, George Shaw, Oliver Marchildon, Spencer & Sky MacDonald, Charlie Myers, Ella Causer and Izzie Halpern.*

6) **Water Safety Campaign:** Bentley was cautious by nature but not enough to protect him from deceptive currents at Bolton Potholes. This project was initiated by the BDS foundation to help warn families of the risks involved in swimming in natural areas. A committee of attorneys, marketing professionals and state agencies representatives has been meeting regularly for over a year to determine the opportunities for prevention. The committee plans to launch a statewide education campaign before the 2013 Memorial Day and Independence Day holidays. The committee has involved the *Vermont River Conservancy* and four state entities: *the Department of Health, the Agency of Natural Resources, Forests, Parks & Recreation and the Department of Environmental Conservation*. At the urging of the Halladay family, the local YMCA has also been educating children about water safety and swimming holes. Visit [www.vermontriverconservancy.org/about-vermont-river-conservancy/brochure/our-pursuits/](http://www.vermontriverconservancy.org/about-vermont-river-conservancy/brochure/our-pursuits/) and [www.vermontriverconservancy.org/wp-content/uploads/Project-Summary-2012.pdf](http://www.vermontriverconservancy.org/wp-content/uploads/Project-Summary-2012.pdf).

*Special thanks to attorneys Mark Kotler, Ken Schatz and Brian Dunkiel, marketing professionals Steve Crafts of Place Creative, Pat Heffernan of Marketing Partners, friend and colleague Jennifer Green, Dr. Harry Chen, Commissioner of the Depart. Of Health, Frank Spaulding, Leila Larosa, Neil Kamman, Andrew Chevretils, and Robert Stirewalt.*

7) **Calahan Park Improvements:** Bentley spent a good part of his life in Calahan Park. He played team sports, and also enjoyed climbing trees, building forts, going sledding, shooting off rockets, chasing squirrels, collecting rocks and catching butterflies. Bentley's connection to the park inspired us to work to make improvements for the next generation of kids. These include burying electric lines, planting shade trees, adding top soil to the upper soccer field and installing a new picnic table. Landscape Architect Peter Hudson provided assistance to the *Parks & Rec Department* for the planning of the project and both Parks & Rec and the Burlington Electric Department provided funding and donated staff time to bury the lines.

*Special thanks to Barbara Grimes, Mary Sullivan, and Andy Naughton of BED, Architect Peter Hudson, Engineering Ventures, Barrett's Trucking, and Parks & Rec staff Director Mari Steinbach, Deryk Roach, Warren Spinner and Chris Beaudry.*

8) **Tree Planting at Champlain Elementary School:** A "Celebration Maple" tree was donated to the school completing a semi-circle of trees that surrounds the playground. We've learned that Bentley connected with people everywhere and had many fans among younger students from his time spent as a book buddy and in the after school program at CES. In honor of his more diverse relationships, a donation was made to the school to support all the wonderful work at Champlain including the Book Buddy program, arts, music, and athletics.

*Special thanks to City Arborist Warren Spinner and assistant Brian Sullivan, Principal Leslie Columb, Karen Prouty, School Counselor and EMS teacher Colleen Cowell.*

9) **Edmunds Middle School Cabaret:** Bentley had a musical ear and excelled in the band after only one year playing the alto saxophone. The class held their own ceremony to remember Bentley by sharing stories and distributing boxes of his unused saxophone reeds. Each year the band program hosts an event at the school to raise funds for those who cannot afford to rent band instruments. The BDS Foundation provided a one time donation to Band Director Tim Buckingham and the annual cabaret to help with these efforts. The funding of the project was inspired by all of Bentley's friends who loved music including George Shaw, Schuyler MacDonald, Ella Causer, Madeline Khamnei, Malin Hillemann, Oliver Marchildon, Jonas Lobe, and Rowan Caldwell. Visit [www.facebook.com/pages/Edmunds-Middle-School-Band/376606769094393](https://www.facebook.com/pages/Edmunds-Middle-School-Band/376606769094393).

*Special thanks to the Edmunds PTO, Band Director Tim Buckingham, Gwen & Ella Causer and all of Bentley's friends in the band.*

10) **Spreading Daffodils:** Bentley spent a lot of time helping his dad garden in the backyard and he loved seeing the flowers bloom in the spring. Over 1,000 bulbs were offered to friends and neighbors to plant daffodils as a positive sign of hope and renewal. They were planted in a garden in Calahan Park and Champlain Elementary School and in over 53 neighborhood gardens in Burlington and elsewhere. Visit [www.facebook.com/pages/RIP-Bentley-Seifer/219124334789489](https://www.facebook.com/pages/RIP-Bentley-Seifer/219124334789489).

*Special thanks to Devin Keithley, Matt Hayden's 4<sup>th</sup>-5<sup>th</sup> grade class at CES, Nina & Zack Mazuzan, and all the people who collected bulbs to plant around the neighborhood.*

11) **Young Writers Project (YWP):** Bentley expressed a deeply sensitive side of his nature through poetry. A donation to the *Young Writer's Project* was gifted after friend Charlie Myers was chosen to be included in the YWP awards ceremony. The essay demonstrated an adult understanding of the grief process and helped us recognize that kids find their own way to grieve alone. Other friends also inspired this donation including Oliver Marchildon, Izzie Halpern, J.W. and many others who took the time to make things or share their thoughts with us on life and death. We are also proud to note that three of Bentley's poems were chosen to be included in the *Goose River Anthology* (Goose River Press, 2012). Visit [www.youngwritersproject.org/node/76168,76167,76169](http://www.youngwritersproject.org/node/76168,76167,76169) and [www.vpr.net/episode/52976/on-hill/](http://www.vpr.net/episode/52976/on-hill/).

*Special thanks to CES teachers Matt Hayden, Ms. Storer, Ms. Gregory, EMS teacher Kathy Gallagher, Charlie Myers, Lori Myers, Susan Reid of the Young Writer's Project, Lois & Marc Seifer.*



**12) Elementary School Art Awards:** Bentley was often recognized by his teachers in elementary school for his artistic sensibility. This project was initiated by the foundation. It was implemented by Burlington City Arts with assistance of Jen Peck of CES who often singled out Bentley's work for recognition. A donation was provided for *Burlington City Arts* to award twelve cash prizes annually to elementary students for a period of five years. The prizes will be awarded to two children from each of the six elementary schools in Burlington to help promote a lifelong interest in art. Visit [www.burlingtoncityarts.org/BCACommunity/Event.aspx?r=March%2012&id=10416](http://www.burlingtoncityarts.org/BCACommunity/Event.aspx?r=March%2012&id=10416).

*Special thanks to Jen Peck of Champlain Elementary School, BCA Director, Doreen Kraft, and staff Melissa Steady and Gretchen Farrar, and the art teachers and administrators from all six of the Burlington Elementary Schools.*

**13) Software Alliance STEAM Awards:** Bentley loved to engage in engineering projects and was an excellent math and science student. After he participated in a national STEAM related conference in Burlington featuring kids comedian Paul Zaloom, members of the *Vermont Software Developers Alliance (vtSDA)* were inspired to create a suite of awards that would encourage children to become engaged in STEAM subjects (science, technology, engineering, arts and math). The awards were designed to inspire schools from around the state to submit innovative, hands-on projects that engage kids. Both cash awards and iPADS were provided to 21 projects in nineteen schools around the state, positively impacting the education of hundreds of students. The vtSDA plans to have one more round of awards distributed this coming year. Visit [www.vtsda.org/about/thebentleyaward/](http://www.vtsda.org/about/thebentleyaward/).

*Special thanks to President John Canning, Physicians Computer Company, Tom Jaros, EPSCoR, Smalldog Electronics, Cheryl Eichen, and Apple Computer, and Apple Computer employees who also contributed on an individual basis.*

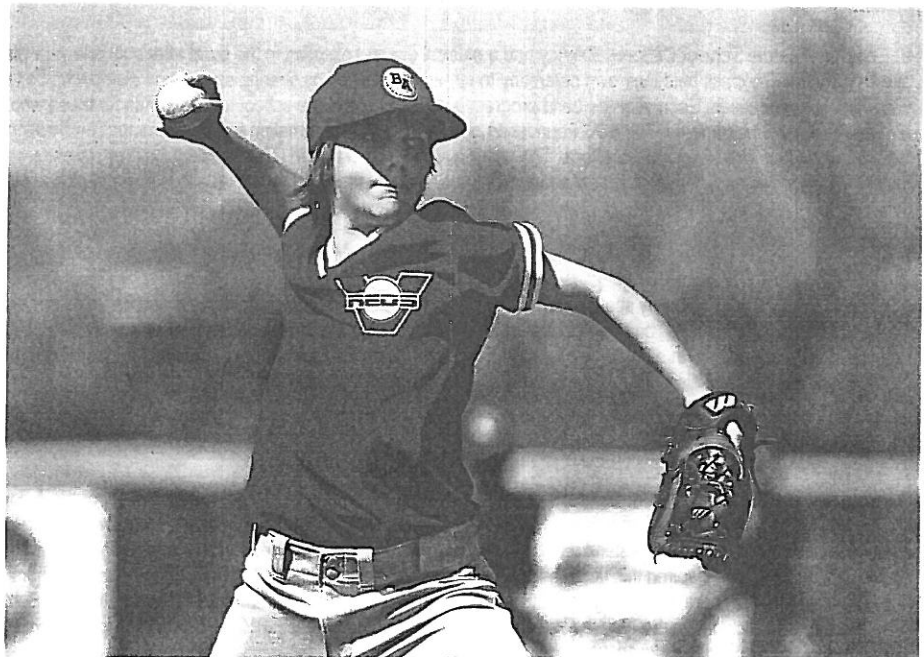
**14) Art from the Heart Award:** Bentley was kind and caring and demonstrated great empathy for others. He also spent many hours at home over the years nursing injuries and fighting numerous respiratory infections. A one-time donation was provided to assist the Art from the Heart program. The program provides healing art projects for children admitted to the pediatric unit of Fletcher Allen Health Care where Bentley's former pre-school teacher Jen Eddy serves children. Visit [www.burlingtoncityarts.org/Art\\_From\\_The\\_Heart/](http://www.burlingtoncityarts.org/Art_From_The_Heart/).

**15) Lakeview Cemetery Fountain:** *Lakeview Cemetery* on North Avenue is a spiritual oasis in the city between the high school and Burlington College. The *Friends of Lakeview Cemetery* have worked on numerous restoration projects and were provided a donation from the BDS Foundation to help in their most recent effort to renovate an historic fountain. Constructed in the 1800's, the fountain is located near the site where Bentley is buried (Section J). The cemetery was also improved by the installation of a donated bench with assistance from Jeff Shed and Woody, Conant Light & Metal and the Cheryl Eichen & Rocky Martin family of Hinesburg. Visit [www.enjoyburlington.com/Cemeteries/RestorationProjects.cfm](http://www.enjoyburlington.com/Cemeteries/RestorationProjects.cfm).

*Special thanks to Will & Lynette Raap, Gardener's Supply Co., Jeff Shed of Lakeview Cemetery, Cheryl Eichen & Lee, Curtis and Rocky Martin, Steve & Mags Conant, Conant Metal & Light, and Jane Ewing, President of Friends of Lakeview Cemetery.*

**16) Vermont Adaptive Ski & Sports Program:** After a rocky start, Bentley excelled at skiing and never tired of time spent in the mountains. This gift was inspired by all of Bentley's ski buddies. A ski race and one-time donation is being planned for the *Vermont Adaptive Ski Program* that recognizes Bentley's love of skiing and compassion for those less athletically able. Visit [www.vtadaptive.org](http://www.vtadaptive.org). *Special thanks to the MacDonald family, and John, Taylor and Mary Collins.*

*A very special thanks to John Collins of Collins, McMahon & Harris of Burlington, Gerry Ghazi, Kathy Longe, Mary Collins, Hollis Hope, Sherrill Musty & Cheryl Eichen for help in managing and promoting the foundation.*



*Photo by Ed Wolfstein*



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*A Very Special Thanks to the City of Burlington Parks & Recreation Department, Burlington Electric Department, Public Works Department, Burlington School Department, and the Planning & Zoning Office for their contributions to the improvements for the Bentley Little League Field, and other projects of the Bentley Davis Seifer Memorial Foundation.*