
DELIBERATIVE AGENDA

SPECIAL CITY COUNCIL WORKSESSION
CONFERENCE ROOM 12, CITY HALL
MONDAY, JULY 15, 2013
6:00 P.M. – 6:45 P.M

1. AGENDA
2. DISCUSSION: City Council Priorities
3. ADJOURNMENT

LOCAL CONTROL COMMISSION
CONTOIS AUDITORIUM, CITY HALL
MONDAY, JULY 15, 2013
7:00 P.M.

1. AGENDA
2. CONSENT AGENDA
 - 2.01. REQUEST FOR CAFÉ EXPANSION DATES: Ken's Pizza, 71 Church Street
*waive the reading, accept the communication, place it on file and approve the request for café expansion dates for Ken's Pizza for the following dates only: July 18th, August 1st, August 4th, August 7th -9th, August 15th, August 22nd and August 30th
3. FIRST CLASS RESTAURANT LIQUOR LICENSE APPLICATION (2013-2014):

Guild Fine Meats LLC, d/b/a Guild Fine Meats, 111 St. Paul Street

 - 3.01. SECOND CLASS STORE LIQUOR LICENSE APPLICATION (2013-2014):

Guild Fine Meats LLC, d/b/a Guild Fine Meats, 111 St. Paul Street
 - 3.02. OUTSIDE CONSUMPTION PERMIT APPLICATION (2013-2014):

Guild Fine Meats LLC, d/b/a Guild Fine Meats, 111 St. Paul Street
4. SECOND CLASS STORE LIQUOR LICENSE APPLICATION (2013-2014):

Todd Rockwood, d/b/a Kerry's Kwik Stop Purchaser, LLC, 249 St. Paul Street
5. SECOND CLASS STORE LIQUOR LICENSE APPLICATION (2013-2014):

Shivalik Ram LLC, d/b/a Riverside Beverage, 500 Riverside Avenue
6. OUTSIDE CONSUMPTION PERMIT APPLICATION (2013-2014):

Made Inn Vermont@204 LLC, 204 South Willard Street
7. ADJOURNMENT

REGULAR MEETING, CITY COUNCIL
MONDAY, JULY 15, 2013

1. AGENDA
2. TOBACCO LICENSE APPLICATION (2013-2014):

Todd Rockwood, d/b/a Kerry's Kwik Stop Purchaser, LLC, 249 St. Paul Street
3. TOBACCO LICENSE APPLICATION (2013-2014):

Shivalik Ram LLC, d/b/a Riverside Beverage, 500 Riverside Avenue
4. PUBLIC HEARINGS: COMPREHENSIVE DEVELOPMENT ORDINANCES—
 - Nonconforming Structures Demolition ZA 13-05
 - Residential Side/Rear Yard Setback Encroachment ZA 13-08
 - Community Centers ZA 13-09
 - 4.01. ORDINANCE: COMPREHENSIVE DEVELOPMENT ORDINANCE-Nonconforming Structures Demolition ZA 13-05(Planning Department, Planning Commission)(2nd reading)
 - 4.02. ORDINANCE: COMPREHENSIVE DEVELOPMENT ORDINANCE-Residential Side/Rear Yard Setback Encroachments ZA 13-08 (Planning Department, Planning Commission)(2nd reading)
 - 4.03. ORDINANCE: COMPREHENSIVE DEVELOPMENT ORDINANCE-Community Center ZA 13-09 (Planning Department, Planning Commission) (2nd reading)
 - 4.04. COMMUNICATION: Burlington Planning Commission, re: ZA-13-08 Residential Side/Rear Yard Setback Encroachments
 - 4.05. COMMUNICATION: Assistant City Attorney Sturtevant, re: Public Hearing Notice, Burlington Comprehensive Development Ordinances: Proposed Amendments ZA-13-05, ZA-13-08 and ZA-13-09
 - 4.06. COMMUNICATION: Assistant City Attorney Sturtevant, re: Public Hearing Notice, Revised, Burlington Comprehensive Development Ordinance: Proposed Amendment ZA-13-08
5. PUBLIC FORUM **(Time Certain: 7:30 p.m. – 8:00 p.m. unless extended by the Council President per Council Rules)**
6. CONSENT AGENDA
7. PRESENTATION: Richard H. Cate, Vice President for Finance and Administration and University Treasurer, UVM, re: UVM Housing Master Plan
 - 7.01. COMMUNICATION: UVM Housing Master Plan
 - 7.02. COMMUNICATION: Richard H. Cate, Vice President for Finance and Administration and University Treasurer, re: City of Burlington and University of Vermont Memorandum of Agreement Re: 2009 Zoning

Amendments

8. PUBLIC COMMENT ON WARD REDISTRICTING
9. RESOLUTION: Mandatory Wheeled Covered Recycling Toters – Implementation (Councilor Tracy)
10. ORDINANCE: HOUSING – Sanitation (Code Enforcement, Councilor Tracy)
(1st reading) (Proposed action: consider 1st reading and refer it to the Ordinance Committee)
11. PRESENTATION: Brian Pine, Assistant Director for Housing & Neighborhood Revitalization, CEDO and David J. Provost-Sr. Vice President, Champlain College, re: Browns Court
 - 11.01. COMMUNICATION: Brian Pine, Assistant Director for Housing & Neighborhood Revitalization, CEDO, re: Champlain College acquisition of Browns Court parking lot
 - 11.02. COMMUNICATION: David J. Provost-Sr. Vice President, Champlain College, re: Purchase of Brown's Court Parcels (#049-3-027-00 and #049-3-041-000)
12. RESOLUTION: Approval of Agreement Between Hancock Wind, LLC and Burlington Electric Department (Councilors Shannon, Bushor, Knodell, Aubin: Board of Finance)
 - 12.01. COMMUNICATION: Ken Nolan, Manager of Power Resources, Burlington Electric Department, re: Hancock Wind Facility
 - 12.02. COMMUNICATION: Ken Nolan, Manager of Power Resources, Burlington Electric Department, re: Economic Analysis of Hancock Wind Contract Impact on BED Power Portfolio **Public Version**
 - 12.03. COMMUNICATION: Energy, Capacity, Rec and Ancillary Services Sale and Purchase Agreement Between Hancock Wind, LLC and Burlington Electric Department: FW 2013-0701—**PUBLIC**
13. RESOLUTION: Convening Of A Summit to Discuss The Underfunding of The City's Pension Plan and Explore Options to Address Unfunded Liability (Councilors Blais, Mason, Paul, Ayres, Shannon and Worden)
14. APPOINTMENT: CSWD, Alternate (Term expires 5/31/14)
15. COMMITTEE REPORTS (5 mins.)
16. COMMUNICATION: City Councilors, re: General City Affairs (oral)(10 mins.)
17. COMMUNICATION: Mayor Weinberger, re: General City Affairs (oral)(5 mins.)
18. ADJOURNMENT

CONSENT AGENDA
REGULAR MEETING, CITY COUNCIL
MONDAY, JULY 15, 2013

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

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

6.02. RESOLUTION: Authorization to Enter into Purchase and Sale Agreement with The
Visiting Nurse Association Re 28 Archibald Street (Councilors
Shannon, Bushor, Aubin, Knodell: Board of Finance)

*waive the reading and adopt the resolution

6.03. RESOLUTION: Reorganization of Positions at Burlington City Arts to Eliminate
Office Assistant II Position and to Create Visitor Service Coordinator
and Gallery Educator Position (Councilors Shannon, Bushor, Aubin,
Knodell: Board of Finance)

*waive the reading and adopt the resolution

6.04. COMMUNICATION: Julie Hulburd, HR Generalist and Susan Leonard, Director of Human
Resources to the Board of Finance, re: Reorganization – Elimination of
the BCA Office Assistant II position, Creation of Visitor Services
Coordinator and Gallery Educator position

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

6.05. RESOLUTION: Parking Agreement re: Meter Hood Permits with Catamount/Van Ness,
LLC at the Brown's Court Lot (Councilors Shannon, Bushor, Aubin:
Board of Finance)

*waive the reading and adopt the resolution

6.06. COMMUNICATION: Nathan Wildfire, CEDO, re: Communication on Parking Agreement re
Meter Hood Permits With Catamount/Van Ness LLC, July 16, 2013 –
July 15, 2014

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

6.07. RESOLUTION: Authorization to Enter into License Agreement to Maintain A Bench and
Planters on a Portion of the City's Right-of-way with American
Flatbread (Councilors Blais, Ayres: License Committee)

*waive the reading and adopt the resolution

6.08. RESOLUTION: Appointment of City Representative and Alternate for Chittenden County
Regional Planning Commission's Transportation Advisory Committee
(Councilor Shannon)

*waive the reading and adopt the resolution

6.09. RESOLUTION: Approval and Authorization to Execute Agreements with the Chittenden
County Regional Planning Commission (CCRPC) for Burlington Bike
Path Intersection Scoping Study Project (Councilors Shannon, Bushor,
Aubin, Knodell: Board of Finance)

*waive the reading and adopt the resolution

6.10. RESOLUTION: Authorization to Enter into License Agreement to Erect and Maintain an
Access Ramp on a Portion of the City's Right-of-way with Pomerleau
Family, LLC (Councilors Blais, Ayres: License Committee)

*waive the reading and adopt the resolution

6.11. RESOLUTION: Authorization for New Position Stormwater and GIS Technician
(Councilors Shannon, Bushor, Aubin, Knodell: Board of Finance)

*waive the reading and adopt the resolution

6.12. COMMUNICATION: Norm Baldwin, Assistant Director of Technical Services and Megan Moir, Stormwater Program Manager, DPW, re: Creation of Stormwater and GIS Technician Position

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

6.13. RESOLUTION: Authorization for New Position Maintenance Specialist (Bike Path)
(Councilors Shannon, Bushor, Aubin, Knodell: Board of Finance)

*waive the reading and adopt the resolution

6.14. COMMUNICATION: Jesse Bridges, Director Parks and Recreation, re: Request for Maintenance Specialist (Bike Path)

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

6.15. RESOLUTION: Delegation of Authority for Budget-Neutral Amendments Within City Departments' Individual Budgets (Councilors Shannon, Bushor, Knodell: Board of Finance)

*waive the reading and adopt the resolution

6.16. RESOLUTION: Acceptance of Vermont Homeland Security (HSU) Grant Urban Search and Rescue (USAR) Training Opportunities and Budget Amendment Authorizing Expenditure (Councilors Shannon, Bushor, Aubin, Knodell: Board of Finance)

*waive the reading and adopt the resolution

6.17. COMMUNICATION: Lise E. Veronneau, Business Manager, Burlington Fire & Police Departments, re: Vermont Department of Public Safety Grant Agreement #02140-71152-101

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

6.18. RESOLUTION: Reclassification of One Regular Full Time Community Justice Center Coordinator to One Regular Full Time Assistant Director of the Community Justice Center at the Community and Economic Development Office (Councilors Shannon, Bushor, Aubin, Knodell: Board of Finance)

*waive the reading and adopt the resolution

6.19. COMMUNICATION: Julie Hulburd, HR Generalist and Susan Leonard, Director of Human Resources to the Board of Finance, re: Reclassification and Title Change Community Justice Center Coordinator – CEDO

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

6.20. COMMUNICATION: Alan Matson, Chairman, Burlington Board of School Commissioners, re: Burlington School District's real estate transactions

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

6.21. COMMUNICATION: John L. Franco, Jr., Law Office of John L. Franco, Jr., Sandy Baird, Esq. and Jared Carter, Esq., re: Church Street Marketplace District Trespass Authority Ordinance Enforcement

*waive the reading, accept the communication, place it on file, refer it to the Ordinance Committee and request recommendation on the letter's request to suspend enforcement of the ordinance by July 29th

6.22. COMMUNICATION: Nathan Wildfire, CEDO, re: Public Investment Action Plan (PIAP)
Concept Round Recap

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

6.23. COMMUNICATION: Martha R. Lang, Ph.D., 150 Colchester Avenue, re: School Real Estate
Transactions, July 10, 2013 letter

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

6.24. COMMUNICATION: Martha R. Lang, Ph.D., 150 Colchester Avenue, re: School Real Estate
Transactions, July 15, 2013 letter

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

6.25. SPECIAL EVENT OUTDOOR ENTERTAINMENT PERMIT APPLICATION (one day only):

American Flatbread-Burlington Hearth-, St. Paul Street between College Street and the
crosswalk at mid-St. Paul Street, Saturday, August 3, 2013, Festival of Fools, 5 p.m. – 10 p.m.

*waive the reading, accept the communication, place it on file and approve the one day only special
event outdoor entertainment permit application for American Flatbread

6.26. SPECIAL EVENT INDOOR ENTERTAINMENT PERMIT APPLICATION (July and August):

Pacific Rim, 161 Church Street, 10 p.m. – 2 a.m., Live Music and DJs, Dancing, specific dates in
July and August only

*waive the reading, accept the communication, place it on file and approve the special event indoor
entertainment permit application for Pacific Rim for specific dates in July and August only

6.27. REPORT: Board of Assessors Commission Report

*waive the reading, accept the report and place it on file

6.28. REPORT: Annual Report of the Burlington Conservation Board Fiscal Year 2013:
June 30, 2012 – July 1, 2013

*waive the reading, accept the report and place it on file

6.29. REPORT: Sean McKenzie, Chair, re: Design Advisory Board

*waive the reading, accept the report and place it on file

6.30. REPORT: Amy Mason – Chairperson, Burlington Board of Tax Appeals, re: Board of Tax
Appeals – 2012 Annual Report

*waive the reading, accept the report and place it on file

6.31. COMMUNICATION: Vermont Department of Taxes, re: Notice of Education Tax Rates for
Fiscal Year 2014

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

6.32. REPORT: Diane Meyerhoff, City Council Retreat Facilitator, Third Sector Associates, re:
Report of the Burlington City Council Retreat June 20, 2013 – 6:00-9:00 p.m.,
Rock Point School

*waive the reading, accept the report and place it on file

6.33. COMMUNICATION: City of Burlington Office of the Chief Administrative Officer, re:
Livable Wage Ordinance, Effective July 1, 2013

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

6.34. COMMUNICATION: Stephanie Reid, Interim Human Resources Generalist and Susan Leonard, Human Resources Director, re: Communication – Step Placement for Meghan Sweeney, Office Assistant II Fire

*waive the reading, accept the communication, place it on file and approve the step placement for Meghan Sweeney

6.35. COMMUNICATION: Amy Bovee, Executive Secretary, re: Board of Finance Minutes, June 3, 2013

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

6.36. COMMUNICATION: Amy Bovee, Executive Secretary, re: Board of Finance Minutes, June 17, 2013

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

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 July 17, 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).

Lori Olberg

From: Lori Olberg
Sent: Monday, July 01, 2013 8:50 AM
To: 'DEBRA MILLER'; ron.redmond.vt@gmail.com; Mimi Gutchell
Subject: RE: Cafe Expansion Days- Kens Pizza and Pub

Thank you Deb

** recommended for approval @ 7/9/13 l.c. mty
LO*

From: DEBRA MILLER [mailto:damdmiller@msn.com]
Sent: Friday, June 28, 2013 6:32 PM
To: ron.redmond.vt@gmail.com; Lori Olberg; Mimi Gutchell
Subject: RE: Cafe Expansion Days- Kens Pizza and Pub

Ok, thought the timing might be too close on that.

New request including possible rain dates:

July 18th

August 1,4,7,8,9,15,22,30.

With sales down 15% from last year (the construction year), we need to be sure to have back up rain dates.

Thank you,
Deb Miller
kens Pizza and Pub

Date: Fri, 28 Jun 2013 15:56:43 -0400
Subject: Re: Cafe Expansion Days- Kens Pizza and Pub
From: ron.redmond.vt@gmail.com
To: lolberg@burlingtonvt.gov; mgutchell@burlingtonvt.gov
CC: damdmiller@msn.com

Let's do that! Thanks Lori. Mimi, note that we're adding this to next year's requests. Best, Ron.

On Fri, Jun 28, 2013 at 3:45 PM, Lori Olberg <lolberg@burlingtonvt.gov> wrote:

Unfortunately the July dates will not be approved, the August one yes, if you can pick two other July dates after the 15th of July, I can get those approved.

Going forward, it may make sense to have "raindates" built into this café expansion policy request.

From: DEBRA MILLER [mailto:damdmiller@msn.com]
Sent: Friday, June 28, 2013 3:13 PM
To: ron.redmond.vt@gmail.com; Lori Olberg
Subject: Cafe Expansion Days- Kens Pizza and Pub

Ron, Lori,

We could like to request approval approval for Expanded Cafe on August 9th and July 12 &13. (this is the 8 feet south of our cafe space).

Please cancel August 11th (Air show was cancelled).

We had a rain out on June 7th.

Thank you,

Deb Miller

Kens Pizza and Pub

--

Ron Redmond, Executive Director

Church Street Marketplace District

2 Church Street, Suite 2A

Burlington, VT 05401

802.865.7254 (work)

802.238.5598 (cell)

802.865.7252 (fax)

ron.redmond.vt@gmail.com

www.churchstreetmarketplace.com

[linkedin](#) | [facebook](#) | [twitter](#)

"There is no limit to what you can accomplish if you don't mind who gets credit for it."

~ Dwight D. Eisenhower

"Live each day as though it were your last; one day you're sure to be right"

~ Harry "Breaker" Morant

20 13

FIRST/SECOND CLASS LIQUOR LICENSE AND TOBACCO APPLICATION

LICENSE YEAR IS MAY 1ST THROUGH APRIL 30TH OF THE FOLLOWING YEAR

GUILD FINE MEATS LLC

Print Full Name of Person, Partnership, Corporation, Club or LLC
GUILD FINE MEATSDoing Business As - Trade Name
111 SAINT PAUL STREETStreet and street number of premises covered by this application
BURLINGTON VT 05401Town or City & Zip Code
802 999 1440Telephone Number
139 BANK STREET BURLINGTON VT 05401

Mailing Address (if different from above)

Email address JD0407@GMAIL.COM

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)

* recommended for approval @ 7/9/13 LC mtg

- all standard conditions
- all City permits need to be closed
- contingent upon Fire Marshal approval

FEES:

FIRST CLASS LICENSE - \$100.00 to DLC and \$100.00 to Town/City

SECOND CLASS LICENSE - \$50.00 to DLC and \$50.00 to Town/City

TOBACCO 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 Pacific Rim

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

INDIVIDUAL
PARTNERSHIPLIMITED LIABILITY COMPANY
CORPORATION

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

Jed Davis 19 Brigham Hill Rd Essex VT 05452
Robert Downey 101 Henry St Burlington VT 05401

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

pdchkt # 7000
to \$150.00
4/1/12

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 11 § 1621, 1623 & 1625).

ALL APPLICANTSHAVE ANY OF THE APPLICANTS EVER BEEN CONVICTED OR PLED 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:

Josh Palano

TITLE:

Director of operations

DATE:

2/14/12(If you have not attended an Education Seminar prior to making application, please visit 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, butcher shop and sandwich shop serving a limited amount of beer and wine for on site consumption, and limited amount of bottledDoes applicant own the premises described? no If not owned, does applicant lease the premises? yes

If leased, name and address of lessor who holds title to property: _____

beer and wine for retail sale.Are 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 & 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 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.

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 Bank St. in the County of Chittenden and State of VT,
this 19 day of March, 2013

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

Jed Davis
[Signature]
Member Manager
(Title)

Robert Downey
[Signature]
Member Manager

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 5111 AND 5121 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) Guild Fine Meats, 111 Saint Paul St.
Contact person Joe Davis Contact Phone 802 999 1440

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

yes, The Farmhouse Tap & Grill
El Cortijo
Guild & Company

2. Please describe your experience serving or selling alcohol?

15 years of restaurant
management / ownership experience

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, all employees
will be DLC certified
prior to opening

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

not yet

5. How many employees will you have?

10-12

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

1250 sq ft retail space

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

card individuals

annual DLC certification
for employees

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

Guild Fine Meats – menu concept page

Butcher Shop Program

We proudly feature LaPlatte River Angus Farm beef, Adam's Farm chicken, Misty Knoll Farm Turkey, Vermont Heritage Grazers Pork, and other fine Vermont farms.

Ground Meats (All ground to order)

- *Vermont Heritage Grazers Pork*
- *Farmhouse Meatloaf blend (local beef & pork)*
- *GFM Burger Blend*
- *GFM Lean Burger Blend*
- *Mediterranean Spiced Lamb (Farmhouse style Lamb burger blend)*

Fresh Meats

- *Day Dry Aged Sirloin, Ribeye, Tenderloin, and NY Strip Steaks*
- *Bone-in pork chops*
- *Trussed and seasoned pork loin*
- *Pork tenderloin*
- *Trussed Whole Roasting Chickens*
- *Marinated Bone-In chicken Breasts*
- *Trussed dry rubbed Leg of Lamb*
- *Lamb Chops*
- *Rabbit, dry rubbed quail, venison loin*

Fresh Sausages

- *Breakfast sausage*
- *Hot Italian Sausage*
- *Sweet Italian Sausage*
- *Farmhouse Bratwurst*
- *Fresh Mexican chorizo*
- *Merguez (spicy lamb sausage)*

Deli Meats by the pound

- *Country Ham*
- *Roast Beef*
- *Turkey Breast*
- *Smoked Pork Loin*
- *Corned Beef*

Cooked Products

- *All Natural Hot Dogs*
- *Smoked All Natural Hot Dogs*
- *Sliced Bacon (12oz package)*
- *El Cortijo Seasoned Taco Beef (one pound pouch)*
- *El Cortijo Seasoned Taco Chicken (one pound pouch)*
- *Beef & Pork Meatballs*

- *Beef & Pork Bolognese Sauce (16oz container)*
- *Farmhouse beef chili (32 oz container)*
- *BBQ pulled pork (one pound pouch)*
- *Brodo (32oz container)*
- *Smoked chicken wings (by the pound)*

Tom Deckman's Charcuterie & Dry Cured Specialties

- *Country Pate (6oz. block)*
- *Spanish Chorizo (dried links)*
- *Smoked Pepperoni (sliced, 4oz packages)*
- *Mortadella (sliced, 4oz packages)*
- *Saucisson Sec (dried links)*
- *Salami (sliced, 4oz packages)*
- *Pork Rillettes (6oz packages)*
- *Summer Sausage (whole smoked links)*

Delicatessen Program

Our signature deli meats are crafted in house using time honored techniques. Our sandwiches are served on fresh ciabatta rolls, made at our bakery using Vermont grown wheat. Enjoy!

Ham & Cheese

Tarentaise, house pickles, whole grain mustard, aioli

Roast Beef

Grafton 1 year cheddar, Pitchfork Farm arugula, shaved red onion, horseradish aioli

Spicy Meatball

house made mozzarella, tomato sauce, fresh basil

Smoked Turkey

Mansfield Creamery Havarti, VT cranberry aioli, shaved red onion, Pitchfork Farm arugula

Chicken Salad

tarragon aioli, dried cranberries, Grafton cheddar, arugula

Italian

Coppa, mortadella, salami, provolone, shredded lettuce, onion, tomato, oil, vinegar

BLT

House made maple cured bacon, local tomato, lettuce, aioli

Guild Fine Vegetables

House made organic hummus, lettuce, local tomato, carrots, red onion, pickles, cheddar, herb yogurt

Other Products

Guild Fine Meats will carry a limited selection of fine foods such as breads, artisan crackers, Vermont cheeses, olives, condiments, signature spice blends and the like.

Fresh Juices

Carrot, Apple, Mint

Beet, Lemon, Ginger

Tomato, Carrot, Basil

Smoothies

Vermont Blueberry

Adam's Farm blueberries, Farmhouse yogurt, almond milk, lemon, local honey

Burlington Beet

Jericho Settlers' Farm beets, Does' Leap Organic Kefir, Bartlett pears, walnuts

Intervale Carrot

Pitchfork Farm carrots, Butterworks Farm yogurt, organic strawberries, VT Maple

Adam's Raspberry

Local organic raspberries, house orange sorbet, fair trade bananas, agave nectar

Salads

GUILD Caesar

Spit roasted local chicken, sourdough croutons, shaved local tomme, white anchovy

The B.A.T.

House bacon, arugula, organic cherry tomatoes, Clothbound cheddar, buttermilk-herb vinaigrette

GUILD Cobb

House made ham, spit roasted chicken, Bayley Hazen, avocado, farm egg, red wine vinaigrette

Local Beets & Chevre

Candied walnuts, shaved red onion, arugula, maple-sherry vinaigrette

Soups

Creamy Tomato

Sourdough croutons, house crème fraiche

Spit Roasted Chicken

House eggs noodles, mire poix, herbs

Wood Fired Mushroom

Shelburne Vineyards white wine, local cream

Guild Clam Chowder

Fresh Massachusetts clams, house bacon

Vermont Beef Chili

Organic tomatoes, heirloom beans, VT cheddar

Sandwiches

Spit Roasted Porchetta

Fig mostarda, radish sprouts

Wood Fired Mushrooms

Does' Leap Chevre, dried tomatoes, arugula

Dry Aged Roast Beef

VT Cheddar, pickled onions, tarragon aioli

GUILD Cheese

Does' Leap Chevre, Clothbound cheddar, Tarentaise

House Made Ham

Tarentaise, house pickles, lettuce, house mustard

Maine Jonah Crab Melt

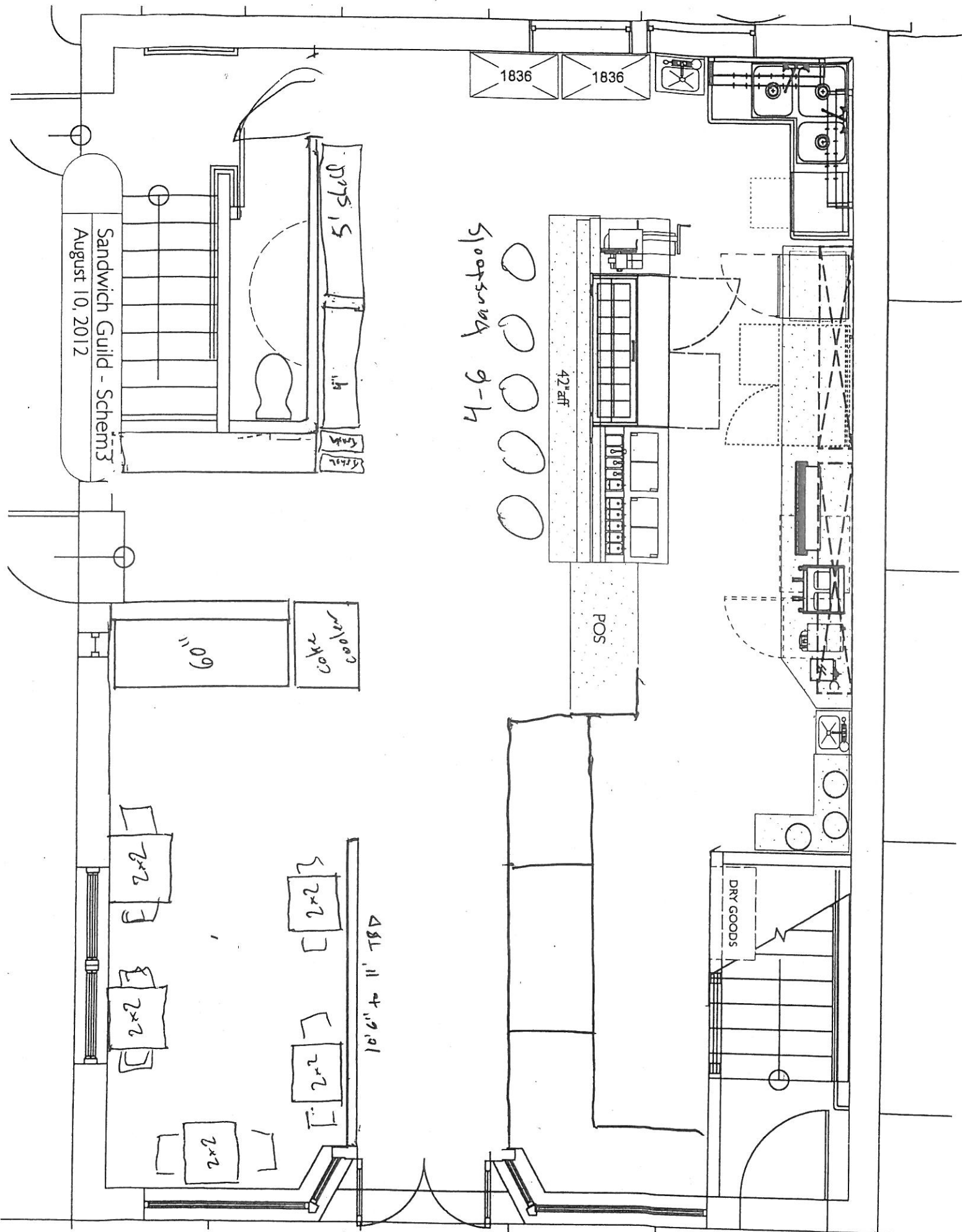
VT cheddar, local tomatoes, horseradish aioli

Spit Roasted Local Chicken Salad

Shelburne Farms smoked cheddar, pickled onions

Lamb Meatballs

Tarentaise, preserved tomatoes, rosemary aioli



1836 1836

Slootsva 9-11

42" aff

POS

DRY GOODS

0775, 15

1.1h

201/1000

1109

48L 11 ft 11.9.01

2x2

2x2

2x2

7x2

2x2

Sandwich Guild - Schem 3
August 10, 2012



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

802-865-7131 TTY 802-865-7142

Application Review
First Class Liquor License - Restaurant

05/01/2013 - 04/30/2014

2nd class
Stone

Jeff Herwood

TO: Kathy Dunn, Clerk/Treasurer's Office

FROM: Lori Olberg, Clerk/Treasurer's Office

DATE: Wednesday, April 3, 2013

COMPANY: Guild Fine Meats LLC

DBA NAME: Guild Fine Meats

FORMERLY:

LOCATION: 111 St. Paul Street

PHONE: 999-1440

Please review

Thanks
for

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

Gross Receipts Tax Overdue?

Yes

☐

No

☒

Initials

Thank You,

Lori Olberg
Clerk/Treasurer's Office
City Hall

Date: Wednesday, April 3, 2013



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

802-865-7131 TTY 802-865-7142

Application Review
First Class Liquor License - Restaurant

05/01/2013 - 04/30/2014

2nd
class store

TO: Ken Lerner, Planning & Zoning Office
FROM: Lori Olberg, Clerk/Treasurer's Office
DATE: Wednesday, April 3, 2013
COMPANY: Guild Fine Meats LLC
DBA NAME: Guild Fine Meats
FORMERLY:
LOCATION: 111 St. Paul Street
PHONE: 999-1440

Please review -
thanks
LO

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

Please indicate:

Approved?

Yes



No



Initials

LO

Date

4/4/2013

Notes:

Restaurant use.

Thank You,

Lori Olberg
Clerk/Treasurer's Office
City Hall

Date: Wednesday, April 3, 2013

CERTIFICATE of ACHIEVEMENT

This is to certify that

Josh Palmer

has completed the course

Store Training -- 2nd Class Certification

November 27, 2012



DEPARTMENT OF LIQUOR CONTROL

R8ltNwHEqa

JOSH PALMER (EQ)

[Signature]

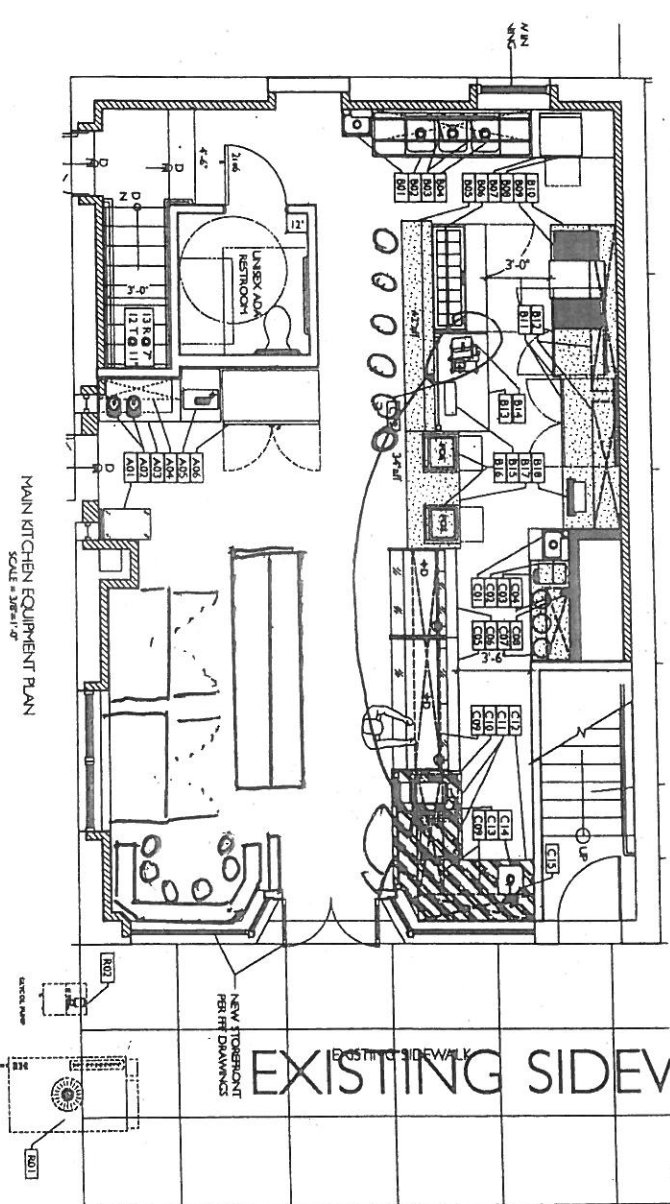
2/9/12

(expires two years from above date)

[Signature]

Certificate of First Class Seminar Attendance

Item #	QTY	Description	Manufacturer	Model	Finish	Electrical	PH	Amperage	Size	RTU	CW	Refrigeration	Drain	Notes	Other Information
101	1	Bar Faucet	Delta	101	SS	110V									
102	1	Bar Faucet	Delta	101	SS	110V									
103	1	Bar Faucet	Delta	101	SS	110V									
104	1	Bar Faucet	Delta	101	SS	110V									
105	1	Bar Faucet	Delta	101	SS	110V									
106	1	Bar Faucet	Delta	101	SS	110V									
107	1	Bar Faucet	Delta	101	SS	110V									
108	1	Bar Faucet	Delta	101	SS	110V									
109	1	Bar Faucet	Delta	101	SS	110V									
110	1	Bar Faucet	Delta	101	SS	110V									
111	1	Bar Faucet	Delta	101	SS	110V									
112	1	Bar Faucet	Delta	101	SS	110V									
113	1	Bar Faucet	Delta	101	SS	110V									
114	1	Bar Faucet	Delta	101	SS	110V									
115	1	Bar Faucet	Delta	101	SS	110V									
116	1	Bar Faucet	Delta	101	SS	110V									
117	1	Bar Faucet	Delta	101	SS	110V									
118	1	Bar Faucet	Delta	101	SS	110V									
119	1	Bar Faucet	Delta	101	SS	110V									
120	1	Bar Faucet	Delta	101	SS	110V									
121	1	Bar Faucet	Delta	101	SS	110V									
122	1	Bar Faucet	Delta	101	SS	110V									
123	1	Bar Faucet	Delta	101	SS	110V									
124	1	Bar Faucet	Delta	101	SS	110V									
125	1	Bar Faucet	Delta	101	SS	110V									
126	1	Bar Faucet	Delta	101	SS	110V									
127	1	Bar Faucet	Delta	101	SS	110V									
128	1	Bar Faucet	Delta	101	SS	110V									
129	1	Bar Faucet	Delta	101	SS	110V									
130	1	Bar Faucet	Delta	101	SS	110V									
131	1	Bar Faucet	Delta	101	SS	110V									
132	1	Bar Faucet	Delta	101	SS	110V									
133	1	Bar Faucet	Delta	101	SS	110V									
134	1	Bar Faucet	Delta	101	SS	110V									
135	1	Bar Faucet	Delta	101	SS	110V									
136	1	Bar Faucet	Delta	101	SS	110V									
137	1	Bar Faucet	Delta	101	SS	110V									
138	1	Bar Faucet	Delta	101	SS	110V									
139	1	Bar Faucet	Delta	101	SS	110V									
140	1	Bar Faucet	Delta	101	SS	110V									
141	1	Bar Faucet	Delta	101	SS	110V									
142	1	Bar Faucet	Delta	101	SS	110V									
143	1	Bar Faucet	Delta	101	SS	110V									
144	1	Bar Faucet	Delta	101	SS	110V									
145	1	Bar Faucet	Delta	101	SS	110V									
146	1	Bar Faucet	Delta	101	SS	110V									
147	1	Bar Faucet	Delta	101	SS	110V									
148	1	Bar Faucet	Delta	101	SS	110V									
149	1	Bar Faucet	Delta	101	SS	110V									
150	1	Bar Faucet	Delta	101	SS	110V									



17 seats @ bar height

STATE OF VERMONT
OFFICE OF SECRETARY OF STATE

The Office of Secretary of State hereby grants a

Certificate of Organization

to

GUILD FINE MEATS, LLC

a Vermont domestic limited liability company effective on November 16, 2012

November 20, 2012

**Given under my hand and the seal
of the State of Vermont, at
Montpelier, the State Capital**

James C. Condos

**James C. Condos
Secretary of State**

ARTICLES OF ORGANIZATION
OF
GUILD FINE MEATS, LLC

VERMONT
SECRETARY OF STATE
CORPORATIONS

2012 NOV 16 PM 1:34

Pursuant to Chapter 21 of Title 11 of the Vermont Statutes Annotated (hereinafter the "Act"), these Articles of Organization are filed on behalf of Guild Fine Meats, LLC (the "Company"). The undersigned, being a person authorized to file these Articles of Organization pursuant to section 3025(a)(3) of the Act, hereby states as follows:

1. Name of Limited Liability Company. The name of the limited liability company formed hereby is Guild Fine Meats, LLC.
2. Designated Office. The initial designated office of the Company in the State of Vermont shall be located at 139 Bank Street, Burlington, Vermont 05401.
3. Office and Agent for Service of Process. The address of the initial agent for service of process is 209 Battery Street, Burlington, Vermont 05401, and the agent for service of process at such address is Dinse, Knapp & McAndrew, P.C.
4. Names and Address of Organizers. The name and address of each organizer of the Company is as follows:

Katherine R. O'Neill, Esq.
Dinse, Knapp & McAndrew, P.C.
209 Battery Street
Burlington, VT 05401

5. Term of Company. The Company is not a term limited liability company but is rather an "at-will company" within the meaning of section 3001(2) of the Act.

6. Company Type. The Company is not an "L3C" or "low-profit limited liability company" within the meaning of the Act.

7. Management of Company. The Company shall be manager-managed, and the names and addresses of the initial managers are as follows:

Jed Davis
139 Bank Street
Burlington, Vermont 05401

Third Place, Inc.
115 St. Paul Street
Burlington, Vermont 05401

VERMONT
SECRETARY OF STATE
CORPORATIONS
2012 NOV 16 PM 1:34

8. No Liability of Members for Debts of Company. The members of the Company shall not be liable for the Company's debts and obligations under subsection (b) of section 3043 of the Act.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization on behalf of Guild Fine Meats, LLC on this 14 day of November, 2012.

Katherine O'Neill
Katherine R. O'Neill, Esq., Organizer



May 1, 2013 ---- April 30, 2014

CITY OF BURLINGTON
Annual Outside Consumption Renewal Form

☒ New ☐ Renewal

PART I--ORGANIZATION

All information is required

1. Corporation/Sole Proprietor name Guild Fine Meats LLC
2. D/B/A (Business Name) Guild Fine Meats 3. Bus. Phone _____
4. Business Address 111 Saint Paul St.
5. Contact person Jed Davis 6. Contact Phone 802 999 1440
7. Email Address jd0407@gmail.com

PART II--OPERATION

1. Requested period of operation:

Months: April to October

** recommended for approval
@ 7/9/13 by
(same conditions as liquor
licenses)*

2. Requested times of operation:

Sunday	<u>10a-11p</u>	Wednesday	<u>10a-11p</u>	Saturday	<u>10a-11p</u>
Monday	<u>10a-11p</u>	Thursday	<u>10a-11p</u>		
Tuesday	<u>10a-11p</u>	Friday	<u>10a-11p</u>		

PART III--DESCRIPTION

1. Proposed Dimensions 9' x 39'
2. Is it a patio, deck, alleyway etc. alleyway
3. Is it on City property? _____ If yes, do you have a current license agreement? _____

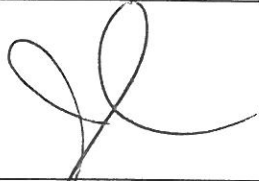
Please provide a detailed description of the area and its planned use on the back of this form.

May 1, 2013 ---- April 30, 2014

Annual outside Consumption Renewal Form -Page 2

Detailed description 9' x 39' to the south of property.
On "Lauson's Lane" is between American
Flathead and Ill Saint Paul Street
Grill Fine Meats locating

Signature of Applicant



Date: 4/11/13

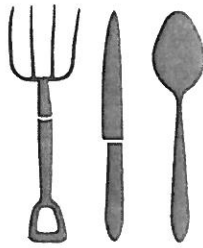
Print Signature

Seb Davis

APPROVED BY LOCAL CONTROL COMMISSION _____

SENT TO DEPARTMENT OF LIQUOR CONTROL _____

FINAL APPROVAL BY DEPARTMENT OF LOCAL CONTROL _____



4/3/13

Proposed outdoor
seating area
9' x 39'

American Flatbread
Burlington branch

115 St. Paul St.

Guild
Fine Meats

111 St. Paul St.

Approx 24 seats
using plastic tables &
chairs

THE FARMHOUSE GROUP

139 BANK STREET, BURLINGTON VT 05401
INFO@FARMHOUSEGROUP.COM



This paper is 100% FSC Certified (Forest Stewardship Council) and 100% Green-e Certified.

20 13

FIRST/SECOND CLASS LIQUOR LICENSE AND TOBACCO APPLICATION

LICENSE YEAR IS MAY 1ST THROUGH APRIL 30TH OF THE FOLLOWING YEAR

Todd Rockwood
 Print Full Name of Person, Partnership, Corporation, Club or LLC
 kerrys kwik stop purchaser LLC
 Doing Business As - Trade Name
 249 saint paul street
 Street and street number of premises covered by this application
 burlington vt 05401
 Town or City & Zip Code
 802-879-9475
 Telephone Number
 980 colchester pond road colchester vt 05446
 Mailing Address (if different from above)
 Email address kerryskwikstop@comcast.net

* recommended for approval
 @ 7/9/13 lcntz lo
 all standard conditions

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)

Convenience Store

FEES:

FIRST CLASS LICENSE - \$100.00 to DLC and \$100.00 to Town/City

SECOND CLASS LICENSE - \$50.00 to DLC and \$50.00 to Town/City

TOBACCO 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 william rockwood

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

INDIVIDUAL
 PARTNERSHIP

LIMITED LIABILITY COMPANY
 CORPORATION

Please fill in name and address of individual, partners, directors or members.

LEGAL NAME STREET/CITY/STATE
 Todd rockwood 249 saint paul st, burlington vt 05401

980 Colchester Pond Road Colchester VT
 05446

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

pdchkr # 3833
 \$50.00
 lo 6/25/13

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 11 § 1621, 1623 & 1625)

ALL APPLICANTSHAVE 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
todd rockwoodCourt/Traffic Bureau
burlingtonOffense
speedingDate
8-2-11Do 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: todd rockwood

TITLE: owner

DATE: may 20 2013

(If you have not attended an Education Seminar prior to making application, please visit 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: convenience store located at 249 saint paul street . kerrys kwik stop

Does applicant own the premises described? yes If not owned, does applicant lease the premises? _____

If leased, name and address of lesser who holds title to property: _____

Are 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 & Rooms Certificate/Business Account # Applied for Aug. 15th 2013

Business is devoted primarily to: (Circle one)

FOOD (restaurant) ENTERTAINMENT (cabaret) HOTEL CLUB COMMERCIAL CATERING convenience storeIf 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 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.

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 1001 Burlington in the County of Chittenden and State of Vermont
this 19th day of June, 20 13

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

owner

Taken

(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 5111 AND 5121 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) Kerry Kwik Stop
Contact person Todd + Cami Contact Phone 879-9475
Rockwood

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

No

2. Please describe your experience serving or selling alcohol?

my family has 2 family
stores and I have had the
opportunity to learn from them,
although I have not served alcohol.

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?

I am familiar with the laws
and have completed the training,
and all employees have
completed training.

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

Contacted martin Prevost.

5. How many employees will you have?

6

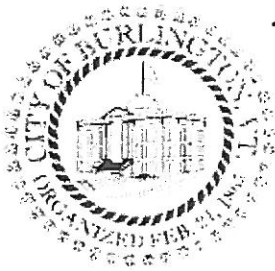
6. What is/will the square footage of the public space and what is/will be your occupancy load??

8000 Sq. Feet

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

Continued Education, Strict store policies, always making sure that myself or a manager is on duty. ID everyone

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**

05/01/2013 - 04/30/2014

TO: Jeff Herwood, Clerk/Treasurer's Office

FROM: Lori Olberg, Clerk/Treasurer's Office

DATE: Friday, June 28, 2013

COMPANY: Todd Rockwood

DBA NAME: Kerry's Kwik Stop Purchaser LLC

FORMERLY: Kerry's Kwik Stop

LOCATION: 249 St. Paul Street

PHONE: 879-9475

*Jeffrey,
Please review*

*Thank you
Lori*

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

Gross Receipts Tax Overdue?

Yes

☐

No

☒

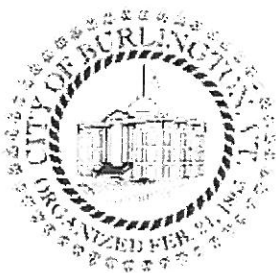
Initials

[Handwritten signature]
7/1/13

Thank You,

Lori Olberg
Clerk/Treasurer's Office
City Hall

Date: Friday, June 28, 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

05/01/2013 - 04/30/2014

TO: Ken Lerner, Planning & Zoning Office
FROM: Lori Olberg, Clerk/Treasurer's Office
DATE: Friday, June 28, 2013
COMPANY: Todd Rockwood
DBA NAME: Kerry's Kwik Stop Purchaser LLC
FORMERLY: Kerry's Kwik Stop
LOCATION: 249 St. Paul Street
PHONE: 879-9475

*Please review
thanks*

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

Please indicate:

Approved?

Yes



No



Initials

LO

Date

6/28/13

Notes:

Change in ownership only.

Thank You,

Lori Olberg
Clerk/Treasurer's Office
City Hall

Date: Friday, June 28, 2013

20 13

FIRST/SECOND CLASS LIQUOR LICENSE AND TOBACCO APPLICATION

LICENSE YEAR IS MAY 1ST THROUGH APRIL 30TH OF THE FOLLOWING YEAR

SHIVALIK RAM LLC

Print Full Name of Person, Partnership, Corporation, Club or LLC
RIVERSIDE BEVERAGEDoing Business As - Trade Name
500 RIVERSIDE AVENUEStreet and street number of premises covered by this application
BURLINGTON, VT 05401Town or City & Zip Code
802-862-5707Telephone Number
293 MAIN STREET, WINOOSKI, VT 05404

Mailing Address (if different from above)

Email address

** recommended for approval @ 7/12/13 cmfj*

all standard conditions

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 FINELLI ENTERPRISES INC.

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

INDIVIDUAL

PARTNERSHIP

LIMITED LIABILITY COMPANY

CORPORATION

Please fill in name and address of individual, partners, directors or members.

LEGAL NAME

STREET/CITY/STATE

RAJIV SAINI

50 LAVOIE DRIVE

ESSEX JCT., VT 05452

DEEPAK SAINI

44 LAVOIE DRIVE

ESSEX JCT., VT 05452

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

pdchk #4
to \$50.00 4/12/13

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 11 § 1621, 1623 & 1625)

ALL APPLICANTS

HAVE ANY OF THE APPLICANTS EVER BEEN CONVICTED OR PLED 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: RAJIV SAINI

TITLE: MEMBER

DATE: 04/06/11

(If you have not attended an Education Seminar prior to making application, please visit 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: CONVENIENCE STORE W/GAS & DELI

Does applicant own the premises described? ☒ NO If not owned, does applicant lease the premises? ☒ YES

If leased, name and address of lessor who holds title to property: CHAMPLAIN OIL COMPANY

Are 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 & 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 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.

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

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.

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 WINOOSKI in the County of CHITTENDEN and State of VERMONT
this 12TH day of JUNE, 20 13

RAJIV SAINI
DEEPAK SAINI
Member
(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.

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.

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 5111 AND 5121 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) Riverside Beverage
Contact person Rajiv Saini Contact Phone 6547903

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

Yes, have owned and operated
a convenience store (Winoski Tuffy
Mart) since 9/24/03

2. Please describe your experience serving or selling alcohol?

See Question #1

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?

All training has been completed
for owners + employees.

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

Met liquor inspector from owning
store in Winoski

5. How many employees will you have?

6

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

1500 sq ft.

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

Make sure everyone attends seminar & understands the rules & regulations of selling to underage individuals.

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

Vermont Department of Taxes
133 State Street • P.O. Box 547 • Montpelier, Vermont 05601-0547

SALES AND USE TAX REGISTRATION

THIS LICENSE

IS HEREBY ISSUED TO SHIVALIK RAM LLC LOCATED AT 500 RIVERSIDE AVE, BURLINGTON, VT
UNDER THE PROVISIONS OF CHAPTER 233, 32 V.S.A. AND MUST BE SURRENDERED UPON SALE,
TRANSFER, MERGER OR TERMINATION OF BUSINESS, OR UPON REVOCATION OF THE LICENSE.

SHIVALIK RAM LLC
293 MAIN ST
WINOOSKI, VT 05404


Commissioner of Taxes

This license is issued effective August 1, 2013 to Vermont business tax account number 450-455433150F-01.
It is not transferable (See other side).

Display this license in a prominent place at the business location.

Vermont Department of Taxes
133 State Street • P.O. Box 547 • Montpelier, Vermont 05601-0547

MEALS AND ROOMS TAX LICENSE

Be it known that SHIVALIK RAM LLC is hereby licensed in accordance with the provisions of Chapter 225 of Title 32, V.S.A., to operate an establishment known as SHIVALIK RAM LLC located at 500 RIVERSIDE AVE, BURLINGTON, VT.

SHIVALIK RAM LLC
293 MAIN ST
WINOOSKI, VT 05404


Commissioner of Taxes

This license is issued effective August 1, 2013 to Vermont business tax account number 440-455433150F-01. It is not transferable, and must be surrendered if the business is sold or transferred to a new owner.

Display this license in a prominent place at the business location.

STATE OF VERMONT
OFFICE OF SECRETARY OF STATE

The Office of Secretary of State hereby grants a

Certificate of Organization

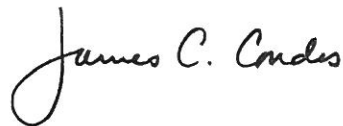
to

SHIVALIK RAM LLC

a Vermont domestic limited liability company effective on June 07, 2012

June 11, 2012

Given under my hand and the seal
of the State of Vermont, at
Montpelier, the State Capital

A handwritten signature in cursive script that reads "James C. Condos".

James C. Condos
Secretary of State



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

005203.210630.0014.002 1 SP 0.450 532

SHIVALIK RAM LLC
RAJIV SAINI MBR
C/O 293 MAIN STREET
WINOOSKI VT 05404

Date of this notice: 06-11-2012

Employer Identification Number:
45-5433150

Form: SS-4

Number of this notice: CP 575 B

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 45-5433150. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065

04/15/2013

If you have questions about the form(s) or the due dates(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

CERTIFICATE of ACHIEVEMENT

This is to certify that

Rajiv Saini

has completed the course

Store Training -- 2nd Class Certification

March 11, 2013



DEPARTMENT OF LIQUOR CONTROL

w41HbwIMgw

CERTIFICATE of ACHIEVEMENT

This is to certify that

Deepak Saini

has completed the course

Store Training -- 2nd Class Certification

April 10, 2013



DEPARTMENT OF LIQUOR CONTROL

ubd51SsX34

**DEPARTMENT OF LIQUOR CONTROL
OUTSIDE CONSUMPTION PERMIT**

RECEIVED
2013 JUL - 3 A 11:54
BURLINGTON CLERK
TREASURER'S OFFICE

Fee \$20.00

pd cash 7/3/13 lo

Name of Licensed Premise (Corporation/Partnership/Individual, d/b/a)

Made Inn Vermont @ 204 LLC

d/b/a Linda Wolf

Address 204 South Willard St Town/City Burlington

License Number _____

Email or Fax # madeinnvermont@gmail.com

Outside consumption would be in the area described below: (describe fully, including size, physical barriers, etc.)

See attached paper: Outside garden patio, extended secondary patio, front Victorian and side Victorian porches, and picnic area. (Measurements and location of aforementioned areas attached). (Victorian porches Part of Public Record)
Tables - 2 Chairs - 2 park benches, 8 chairs

Please remember that this outside consumption permit is an extension of your license to serve alcohol beverages, and that the same rules apply in this area as do in the regularly licensed premise area.

Outside Consumption time period (hours) from 4 pm to 7 pm

Permanent Use ☒ (Permanent use will be considered year round use)

** recommended for approval @ 7/9/13 l county lo*

Occasional Use ☐

Day(s) Requested everyday

Hours Requested See above

Signature of Licensee

Linda Wolf

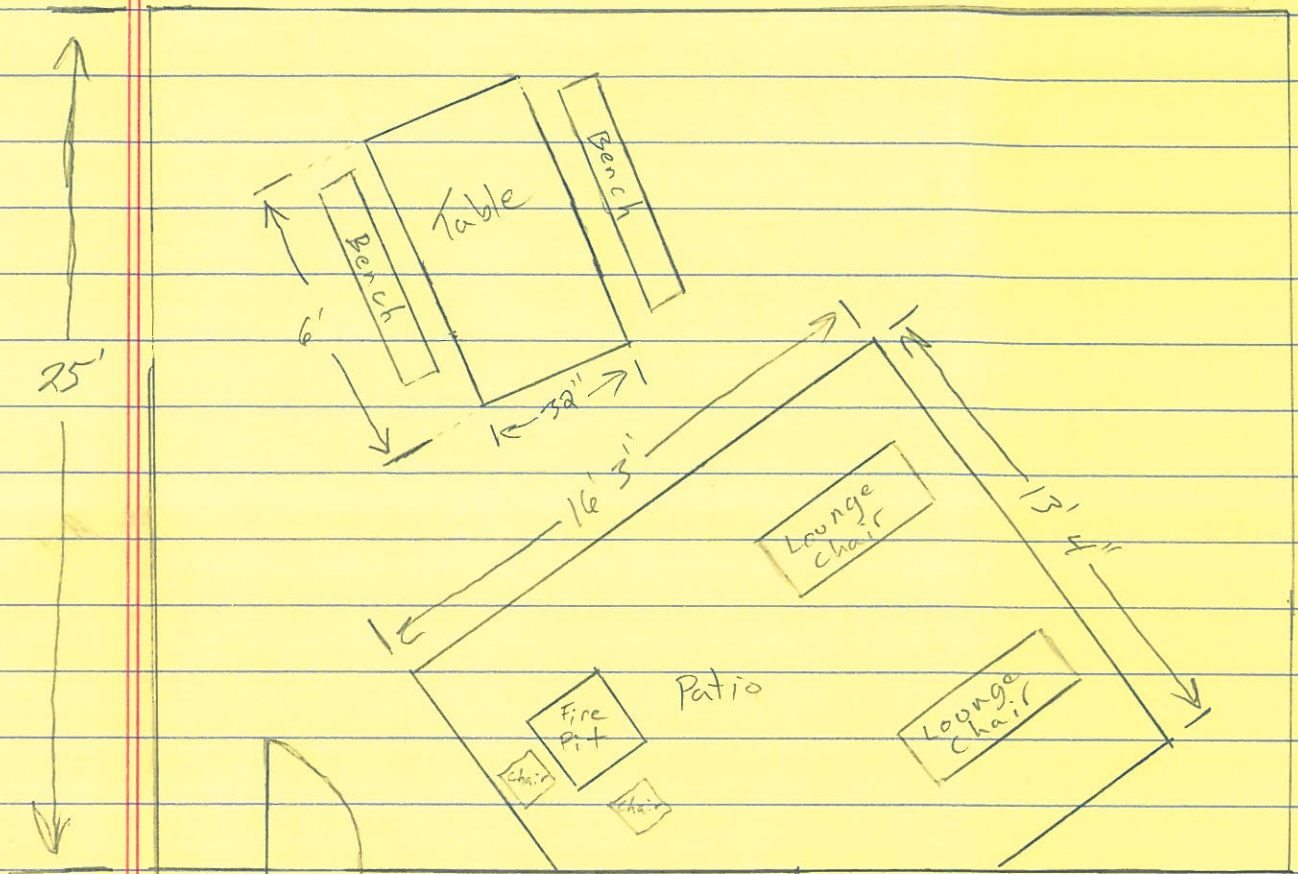
**OUTSIDE CONSUMPTION PERMITS MUST FIRST BE APPROVED BY YOUR
TOWN/CITY CLERK**

APPROVED BY LOCAL CONTROL COMMISSIONERS

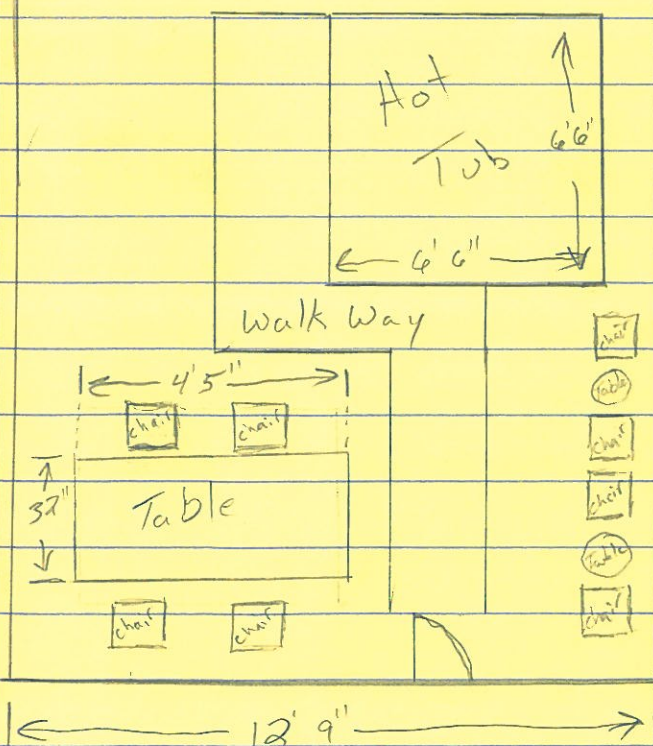
Town/City Clerk Signature _____

Date _____

Garage



22'



House

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 Sections 5.3.5, Nonconforming Structures, thereof to read as follows:

Sec. 5.3.5 Nonconforming Structures

(a) As written.

(b) Demolition:

A nonconforming structure may be replaced by a new structure retaining the same degree of nonconformity as the original structure. This provision is limited to the existing dimensional nonconformity (i.e. setback, lot coverage, or height), and shall not expand the degree of nonconformity except as provided for in (a) above. The new structure shall be subject to conformance with all other dimensional requirements (i.e. setback, lot coverage, and height). Zoning permit application for the replacement structure shall be completed within 1 year of demolition of the nonconforming structure; failure to do so shall result in the loss of the ability to retain the nonconformity.

In all other cases, a ~~A~~ nonconforming structure that has been demolished or moved shall not be rebuilt 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

COMPREHENSIVE DEVELOPMENT ORDINANCE—
Nonconforming Structures Demolition
ZA 13-05

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.

lb/KJS /c: Ordinances 2013/Zoning Amendment ZA #13-05 – Nonconforming Structures Demolition, Sec. 5.3.5
4/24/13; 7/10/13

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 except as provided below.

Within the residential districts, and subject to Development Review Board approval, existing nonconforming single family homes and community centers (existing enclosed spaces only) 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);

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

- ii) Not have an undue adverse impact on adjoining properties or any public interest that would be protected by maintaining the existing setbacks; and,
- 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 ¹	Setbacks ^{1, 3, 4, 5, 6}				Max. Height ¹
		Front ²	Side ³	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	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 ¹	Setbacks ^{1, 3, 4, 5, 6}				Max. Height ¹
		Front ²	Side ³	Rear	Waterfront	
			required: 20-feet			
RM	40%	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	NA	35-feet
WRM	60%	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 (60-feet under Sec. 4.4.5(d)2A)
RH	80%	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	NA	35-feet

Table 4.4.5-3: Residential District Dimensional Standards

Zoning District	Max. Lot Coverage ¹	Setbacks ^{1, 3, 4, 5, 6}				Max. Height ¹
		Front ²	Side ³	Rear	Waterfront	
<div>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.</div> <div>2. Average front yard setback of the principal structures on the 2 adjacent lots <u>on both sides</u> within the same block having the same street frontage. See Sec. 5.2.4.</div> <div>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.</div> <div>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.</div> <div>5. <u>The side yard setback shall be calculated based on the 4 adjacent properties (2 on each side of the subject property). The right side yard setback is the average of the right side yard setback of the principal structures on these 4 properties. The left yard setback is the average of the left side yard setback of the principal structures on these 4 properties. The adjacent properties shall be within the same block having the same street frontage as the subject property. See Sec. 5.2.5.</u></div> <div>6. <u>Where there are fewer than 2 adjacent lots on both sides within the same block having the same street frontage, the average side yard setback shall be calculated from the fewer number of lots. Where there are no adjacent lots, the setback shall be 10% of the lot width.</u></div>						

(c) and (d) As written.

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.

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

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 the 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 correlating side yard setbacks (i.e. left or right) of principal structures in lawful existence as of the adoption of this ordinance on the four (4) neighboring lots (2 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.

Thirteen

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 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 without such ground floor limitation but subject to permitted hours of operation of 5:30 a.m. to 11:00 p.m.

Appendix A-Use Table – All Zoning Districts

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.

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

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



MEMORANDUM

TO: Burlington City Council
FROM: Burlington Planning Commission
DATE: Thursday, July 11, 2013
RE: **ZA-13-08 Residential Side/Rear Yard Setback Encroachments**

At our meeting on 9 July, the Planning Commission reviewed modifications to the proposed zoning amendment **ZA-13-08 Residential Side/Rear Yard Setback Encroachments** made by the Council's Ordinance Committee at their meeting on 26 June. As a result we would like to offer the following comments, and respectfully request that the Council **not take action to adopt this amendment as currently proposed.**

The Planning Commission strongly agrees that the amendment as currently before the Council goes too far to unnecessarily, unfairly and arbitrarily restrict the ability of owners of multi-family and non-residential properties in residential areas to make very modest and sensible modifications to existing properties. Instead, we would request that the Council warn a new hearing and take action to approve the version of this proposed amendment as originally and unanimously approved by the Council's Ordinance Committee on 13 June.

City land use policy and plans have long strived to find better ways to support and enhance the existing development pattern in our residential neighborhoods. At the same time we recognize, and often are confronted with the fact, that some of the dimensional requirements (setbacks, lot coverage and in some cases building heights) found in our zoning regulations run counter to this aim given that they often bear no relationship to what has actually taken place on the ground prior to the enactment of zoning. As a community we also want to allow more minor modifications with minimal obstructions that will enable property owners to adapt and evolve the use of their properties. Often this is to create additional living space that may make it possible for them to stay in their current home or place of business rather than be forced to move.

Unnecessarily forcing property owners to abide by a side and rear setback when they want to add additional living space above an existing side or rear yard setback encroachment creates very costly and architecturally awkward results for no corresponding public purpose or benefit. By example, these situations may take the form of a single story rear addition to a 2-2.5 story structure where both encroach into a setback. In order to create the new second story, the additional space is required to conform with the current regulations and therefore must be setback some minor distance (sometimes only a few inches or a couple of feet) from the existing wall plane. The result is additional structural supports, a smaller usable space, and an awkward building design. The original proposal from the Commission was proposed to eliminate this problem and vastly improve the functionality of the property and reduce the cost and complexity of construction.

As you know, the community has just completed an extensive visioning process intended in-part to help us find better ways to accommodate and facilitate infill development that is in keeping with our scale and pattern of development. The Commission feels the most recent changes to the proposed amendment run counter to what we have said we are trying to achieve in this regard.

In summary, the Commission recommends that the Council **not take action to adopt this amendment as currently proposed,** and instead take action to approve the version of this proposed amendment as originally and unanimously approved by the Council's Ordinance Committee at their 13 June meeting.

Thank you for your consideration.

PUBLIC HEARING NOTICE

Burlington Comprehensive Development Ordinance

PROPOSED AMENDMENT ZA-13-05 – Non-conforming Structures Dimensional Standards

PROPOSED AMENDMENT ZA-13-08 – Residential Setback Encroachments Expansion

PROPOSED AMENDMENT ZA-13-09 – Community Centers

Pursuant to 24 V.S.A. §4442 and §4444, notice is hereby given of a public hearing by the Burlington City Council to hear public comments on the following proposed amendments to the City of Burlington's *Comprehensive Development Ordinance (CDO)*. The public hearing will take place on **July 15, 2013** beginning at **7:00 p.m.** in Contois Auditorium, on the second floor of Burlington City Hall, 149 Church Street, Burlington VT.

- (1) ZA-13-05 – Non-conforming Structures Dimensional Standards** - This proposed amendment allows for the retention of existing dimensional nonconformities for the replacement of demolished buildings. The amendment would modify CDO Section 5.3.5(b) (Nonconforming Structures). This amendment would affect the replacement of demolished buildings in all zoning districts of the City of Burlington.
- (2) ZA-13-08 – Residential Setback Encroachments Expansion** - This proposed amendment allows for a pre-existing encroachment into a side or rear yard residential district setback to be expanded vertically (up) provided it does not increase the horizontal encroachment. The second part of this amendment also allows for an alternative calculation of required residential side yard setbacks based on the average of neighboring properties. The amendment would modify CDO Sections 5.3.5(a)(1) (Nonconforming Structures), Table 4.4.5-3 (Residential District Dimensional Standards) and 5.2.5(a)(2) and (b)(7) (Setbacks) and would affect setback calculations in all residential zoning districts of the City of Burlington.
- (3) ZA-13-09 – Community Centers** – This proposed amendment restores “community centers” as a permitted use in High-Density Residential (RH) districts. The amendment would modify CDO Appendix A–Use Table–All Districts and would affect the parcels in RH district of the City of Burlington.

The full text of the *Burlington Comprehensive Development Ordinance* and the proposed amendments are available for review at the Department of Planning and Zoning, City Hall, 149 Church Street, Burlington Monday through Friday 8:00 a.m. to 4:30 p.m. or on the department's website at www.ci.burlington.vt.us/planning

PUBLIC HEARING NOTICE

Burlington Comprehensive Development Ordinance

PROPOSED AMENDMENT ZA-13-08 – Residential Setback Encroachments Expansion

(ZA 13-08 was revised on June 26, 2013, the prior public notice and language for this amendment is hereby revoked and superseded by this public notice and correlating draft language).

Pursuant to 24 V.S.A. §4442 and §4444, notice is hereby given of a public hearing by the Burlington City Council to hear public comments on the following proposed amendment to the City of Burlington's *Comprehensive Development Ordinance (CDO)*. The public hearing will take place on **July 15, 2013** beginning at **7:00 p.m.** in Contois Auditorium, on the second floor of Burlington City Hall, 149 Church Street, Burlington VT.

- (1) ZA-13-08 – Residential Setback Encroachments Expansion** - This proposed amendment allows for a pre-existing encroachment into a side or rear yard residential district setback by **single family homes and community centers** to be expanded vertically (up) provided it does not increase the horizontal encroachment. The second part of this amendment also allows for an alternative calculation of required residential side yard setbacks based on the average of neighboring properties. The amendment would modify CDO Sections 5.3.5(a)(1) (Nonconforming Structures), Table 4.4.5-3 (Residential District Dimensional Standards) and 5.2.5(a)(2) and (b)(7) (Setbacks) and would affect setback calculations in all residential zoning districts of the City of Burlington.

The full text of the *Burlington Comprehensive Development Ordinance* and the proposed amendment are available for review at the Department of Planning and Zoning, City Hall, 149 Church Street, Burlington Monday through Friday 8:00 a.m. to 4:30 p.m. or on the department's website at www.ci.burlington.vt.us/planning

MANDATORY WHEELED COVERED
RECYCLING TOTERS - IMPLEMENTATION

In the year Two Thousand Thirteen.....

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

That WHEREAS, one of our goals as a City is to maintain clean neighborhoods, free from litter whenever possible; and

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 60 gallons (hereinafter “toters”) for every three units, or portion thereof, would greatly reduce the level of windblown litter associated with these properties (properties already containing a dumpster with lid would be exempt); and

WHEREAS, the Department of Public Works and the Code Enforcement Office also believe that a phased-in approach of this policy would be the most prudent course of action given the complexity of its implementation;

NOW, THEREFORE, BE IT RESOLVED that the City Council requests that the Department of Public Works and the Code Enforcement Office work with appropriate City staff and, as appropriate, the Chittenden Solid Waste District, to implement a first phase of this new toters policy that would require owners of rental properties (other than single family or duplexes) in the City to provide wheeled, covered

MANDATORY WHEELED COVERED
RECYCLING TOTERS - IMPLEMENTATION

recycling toters of a minimum of 60 gallons (hereinafter “toters”) for every three units, or portion thereof (properties already containing a dumpster with lid would be exempt); and

BE IT FURTHER RESOLVED that the City Council requests that the Department of Public Works and the Code Enforcement Office work with appropriate City staff and, as appropriate, the Chittenden Solid Waste District, to implement second and third phases of this covered, wheeled recycling toters policy to include properties with six or more units and three or more units, respectively; and

BE IT FURTHER RESOLVED that City staff shall use the initial implementation period for an evaluation of further improvements and report back to the City Council on or before November 1, 2013 with additional timelines and plans for implementation of a mandatory recycling toters initiative for the second and third phases.

Thirteen

HOUSING -
Sanitation

That Chapter 18, Housing, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 18-105, thereof to read as follows:

Sec. 18-105. - Sanitation.

(a)

Every occupant of a dwelling unit shall dispose of all rubbish, ashes, garbage and other organic waste in a clean and sanitary manner by placing it in approved storage or disposal facilities.

(b)

Every owner or his or her agent of a dwelling unit or units shall provide common storage or disposal facilities for garbage and rubbish. Said common facilities shall be properly sized to eliminate overloading and improper disposal and properly covered and isolated from the general environment so as not to be a public nuisance or hazard and properly maintained. Owners or their agents shall be further responsible for placing out for collection all common garbage and rubbish containers. Owners shall be responsible for providing for and paying the cost of the collection of all refuse on a not less than weekly basis.

(c)

In the case of a single-family house, the occupants are responsible for the provision and proper maintenance of required garbage storage and disposal facilities.

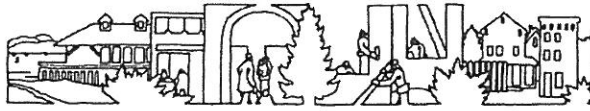
HOUSING - Sanitation

(d)

In addition to the above requirements, owners of rental property with 10 or more units on the property shall provide to the occupants of each unit covered, wheeled recycling containers with a capacity of at least 20 gallons per unit, or an equivalent receptacle that is approved by the director, for the purpose of collecting and properly disposing of the solid waste that is required to be recycled pursuant to chapter 14 of this code of ordinances. The effective date of this subsection shall be October 1, 2013.

* Material underlined added.

lb/emb /c: Ordinances 2013/Housing – Sanitation, Sec. 18-105
7/11/13



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

Celebrating 30 Years ~ 1983-2013

TO: City Council
FROM: Brian Pine, Assistant Director for Housing & Neighborhood Revitalization
DATE: July 10, 2013
RE: Champlain College acquisition of Browns Court parking lot

Attached is a Letter Agreement from David Provost, Senior Vice President of Champlain College dated June 25, 2013. As stated on page 3 under item 7. c), the agreement stipulates that the Purchase and Sale contract is contingent upon City Council approval of the terms and provisions of the contract. We will be requesting City Council approval at the August meetings of the Board of Finance and City Council.

Also attached is a cover memo from David Provost explaining how the project fits with the College's Master Plan. From our perspective the proposal meets the following public policy objectives:

- Meeting the need for more student housing by creating market-based apartment-style housing for Champlain students;
- Realizing the goals of the City's Municipal Development Plan and PlanBTV to significantly increase the supply of downtown housing;
- Enhancing the streetscape and pedestrian activity along St. Paul Street with non-residential street-level uses;
- Monetizing an under-performing City asset for a price above fair market value as determined by 2 separate appraisals;
- Maintaining public parking currently available in the existing parking lot;
- Increasing the grand list with private development on a property that is presently tax-exempt;

As you may recall, the City has discussed converting Browns Court parking lot to housing for many years. In fact, the Council approved a Request for Qualifications in 2007 for mixed-income housing. This process was delayed for several years during the zoning re-write, and then a lack of clear consensus about the best path forward. In the wake of the adoption of PlanBTV and the current consensus for the need for new student housing, the agreement represents a productive way to achieve numerous City goals.

We will be available at the upcoming Council meeting to discuss this matter further. Please feel free to contact me if you wish to discuss this matter in advance of the Council meeting.



CHAMPLAIN COLLEGE

163 South Willard Street
P.O. Box 670
Burlington, VT 05402-0670
(802) 860-2700 | (800) 570-5858
fax (802) 860-2767
www.champlain.edu

MEMORANDUM

TO: City Council Members
FROM: David J. Provost – Sr. Vice President, Champlain College
RE: Purchase of Brown's Court Parcels (#049-3-027-000 and #049-3-041-000)
DATE: 10 July 2013

Greetings City Councilors:

As some of you may be aware, Champlain College has recently executed a letter agreement with the City of Burlington to purchase the so called "*Brown's Court Parking Lot*" (see attached). The letter agreement has been signed by the Mayor, and would require City Council approval if sold to Champlain College per the 1994 MOU. If approved, the purchase will allow for a mixed use (residential / commercial / parking) redevelopment of the *Browns' Court* parcel together with the adjacent *Eagles Club* property, previously acquired by the College for student apartment housing.

This transaction represents a unique opportunity for the City and the College, two long-time community stakeholders, to realize the shared goal of additional downtown housing. In 2007, the College adopted (with strong participation by neighbors, City officials and other community stakeholders) a master plan which has provided the blueprint to guide its growth into the future. The housing component of the Plan commits the College to house up to 90% of its students in either on campus dormitories or off-campus apartments. Since then, the College has followed the specific recommendations of its master plan to guide its mission. As you are aware, the College is currently adding approximately 275 new, on-campus beds currently under construction at the *Res-Tri* project in addition to the 150+ beds it has recently renovated around campus. The proposed redevelopment of the *Eagles Club/Brown's Court* parcels furthers the goal of the Plan by creating significant student housing around the city core, thereby relieving pressure on adjoining residential neighborhoods. Simply stated, the College has proven to be a responsible institutional neighbor with consistent, long-term interests of the City.

We look forward to discussing this transaction with you in greater detail at the upcoming City Council meeting on July 15th. In the meantime, if you have any questions concerning our offer to purchase, please feel free to contact me. I look forward to hearing from you.

David J Provost
Senior Vice President
Champlain College
Office of Finance & Administration
802-865-6400 (office phone)
802-598-0853 (cell phone)

2020 Vision - "Champlain College will be the finest small, professionally and globally focused college in the United States."

UVM Housing Master Plan



Planning TEAM

The Team

UVM Housing Master Plan Committee

Chairs: Linda Seavey / Annie Stevens

Biddison Hier, Ltd.

Student Housing Planners

Washington, DC

Principal: Tom Hier

KSQ Architects

Architects / Engineers

New York

Principal: Armand Quadrini

Consultants have 20 years of student housing planning experience

Comprehensive planning approach – market, programmatic, physical, financial

Housing Master Plan Experience

Biddison Hier, Ltd. & KSQ Architects

University of Massachusetts, Amherst

University of Michigan, Ann Arbor

Southern Methodist University

Texas Christian University

University of Rhode Island

University of Dayton

Minnesota State College & University System

Biddison Hier, Ltd.

University of Pennsylvania

Northwestern University

University of New Hampshire

Case Western Reserve University

Brandeis University

Pomona College

Ithaca College

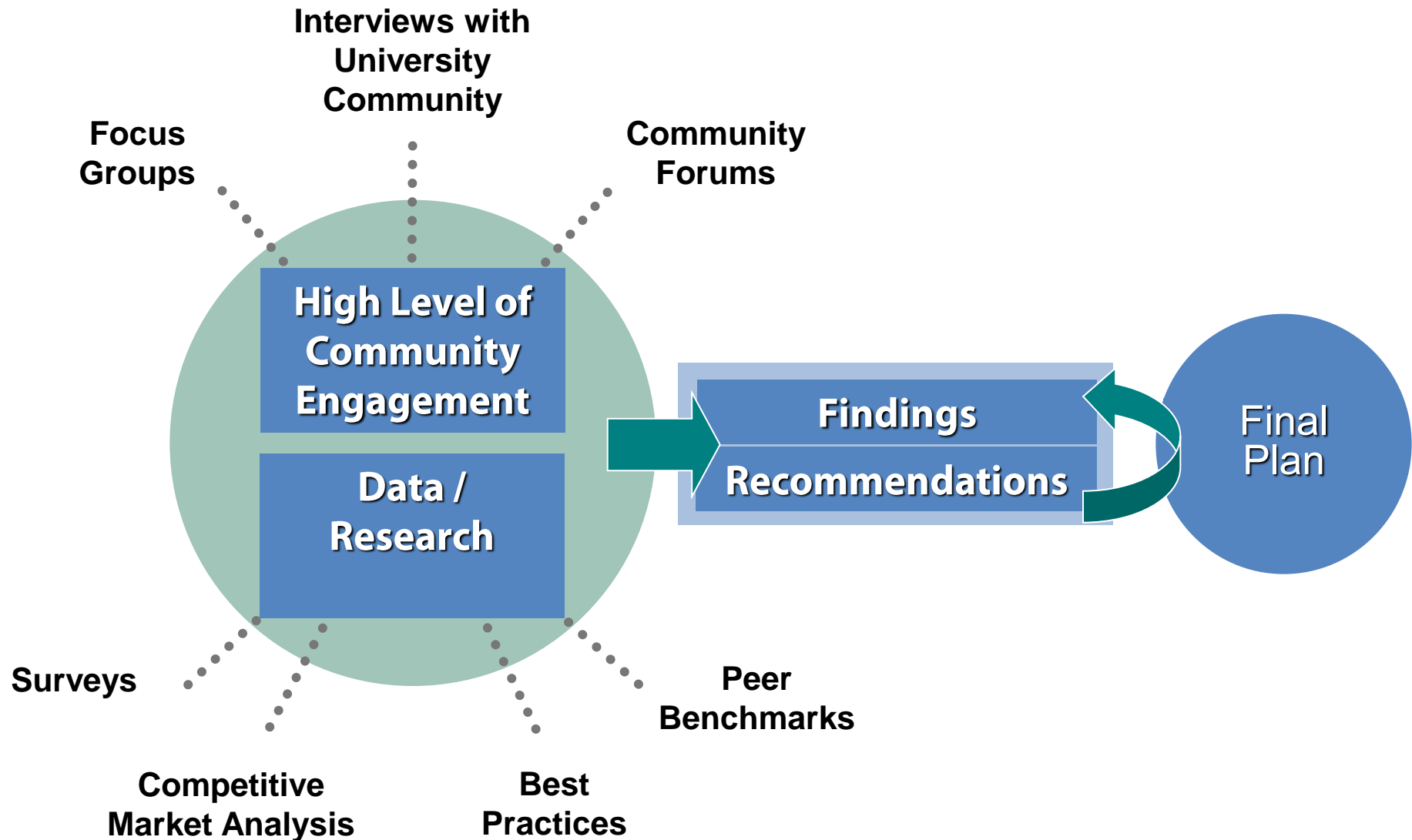
Hamilton College

University of Delaware

Purdue University

Tulane University

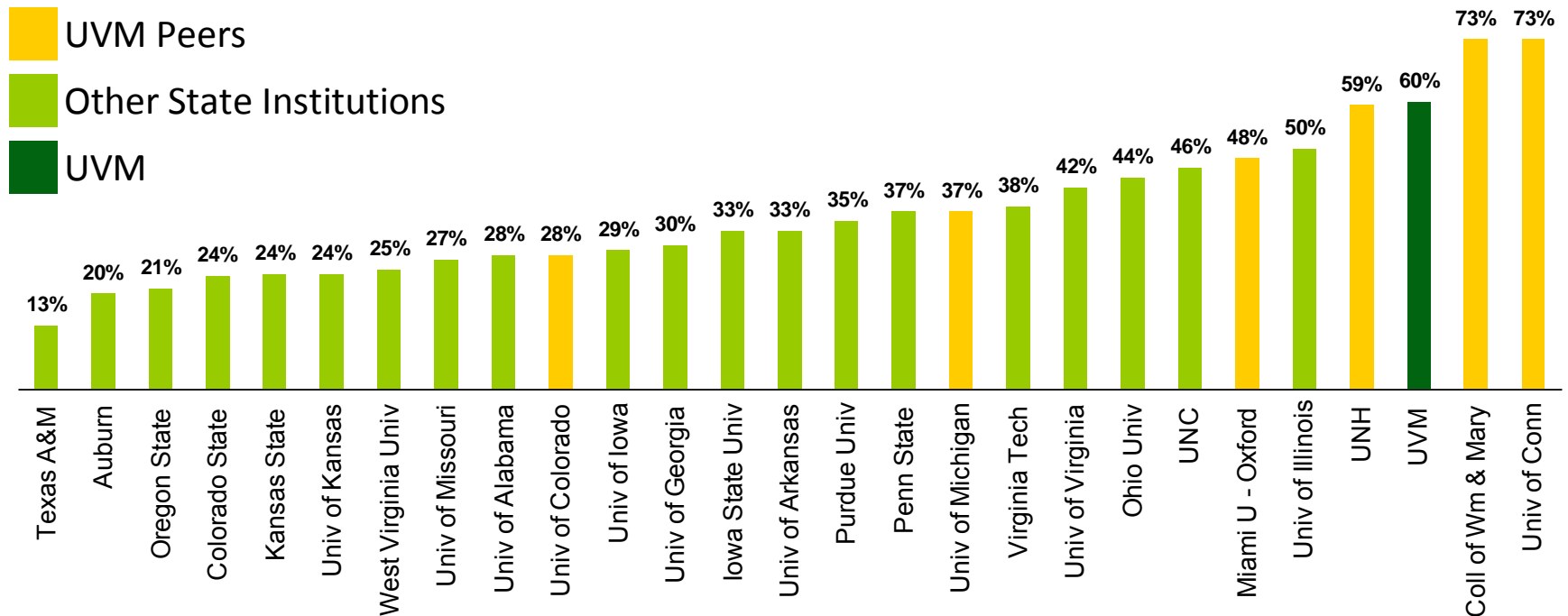
UVM Housing Master Plan



PLAN is based on Assumptions

1. UVM's goal is to house 60% of our undergraduate student population in University-affiliated housing. Housing Master Plan is based on 10,000 undergraduate students

Percent of Undergraduates Housed On-Campus



PLAN is based on Assumptions

2. Provide housing (1:1) for any increased enrollment of undergraduate students beyond the number enrolled in Fall 2009
3. Continue to uphold the requirement that all first- and second-year students live on campus
4. Provide housing for all transfer students who desire to live on-campus; provide housing for Guaranteed Admissions Program (GAP) students, and provide appropriate housing for “Pathway” international students

PLAN is rooted in 3 Macro Principles / Strategies

1. Create a better alignment between housing types and different stages of student development.
2. Provide more and better community spaces to enhance the vitality of campus life and provide alternatives, especially for younger students, to downtown social life.
3. Knit the campus together with the Green Mountain Walkway.

Consistent with National Trends

- Recognition that “one size housing” does *not* fit all.
- Focus on residential “living and learning” communities with more opportunities for co-curricular and social interactions.
- The campus as “small city”, focusing on neighborhoods, main streets and other planning principles from successful urban communities.

Housing Master Plan Goals

Programmatic

- Continue to improve the student experience at UVM and by doing so, improve recruitment and retention
- Integrate learning in residential life – with spaces to support academic and co-curricular programs in the residence halls
- Create a high quality first year residential experience focused at / near the core of campus
 - *“If you bond with students in the first year, you have them for life.”*
- Enhance community on campus – create better community congregation spots / opportunities
- Make student housing an integral part of the Green Mountain Walkway campus experience

Physical

- Correct life-safety and deferred maintenance issues
- Modernize and augment housing system to support 21st century residential living patterns and campus sustainability goals, and maintain competitiveness over the next 15 to 20 years
- Conserve housing resources
 - Eliminate only housing that is physically obsolete
 - Find options to repurpose housing that has useful life
 - Build new only as required
- Provide adequate capacity to accommodate housing targets for the undergraduate student population (including transfer students and other non-traditional populations)

Top Ten Findings

1. Location of Central Campus housing is highly prized among students who live there, despite significant deferred maintenance issues with Chittenden/Buckham/Wills.
2. Redstone Campus is a great space for sophomores in part because of the quad, and its layout and human scale.
3. Juniors and seniors have a very strong preference for downtown living – more because of the independent lifestyle it affords than the lack of any suitable campus housing options.
4. Different housing types have different effects on student behavior and community-building and should be aligned, to the extent possible, with different development stages of students.
 - *Traditional double-loaded corridor for first year students*
 - “First year is all about meeting other students” – the best spaces and programming are those that facilitate these connections.
 - *Suite-style housing for sophomores*
 - “Maintaining and solidifying communities”
 - *Apartment-style housing: juniors and seniors*
 - “Graduating to independent living”

Top Ten Findings

5. Trinity Campus is not an appropriate location for most undergraduate students, especially first years. (Inhibits social connections and positive student development).
6. The Residential Learning Communities are well-regarded; programming in the Living-Learning Center is particularly popular with students.
7. Coed floors can have beneficial effects on community-building and student socialization.
8. The lure of Burlington is both a true attraction for students and an issue for neighborhood relations.
9. For graduate students, cost, and availability of good information, are the two significant issues in finding / selecting housing.
10. The campus is in short supply of inviting community / informal hangout spaces that are attractive and convenient for students.

PLAN Recommendations

1. Enhance the Green Mountain Walkway
2. Demolish Obsolete Buildings
3. Enhance Existing Housing
4. Focus on the First Year – Consolidation and Community-Building
5. Build on the Successful Sophomore Experience
6. Housing for Juniors & Seniors (Jeanne Mance & Affiliated Off-Campus)
7. Provide Closer Housing Options for Graduate Students
8. Faculty and Staff Housing Options

PLAN Recommendations

1. Enhance Green Mountain Walkway



PLAN Recommendations

2. Demolish Obsolete Buildings

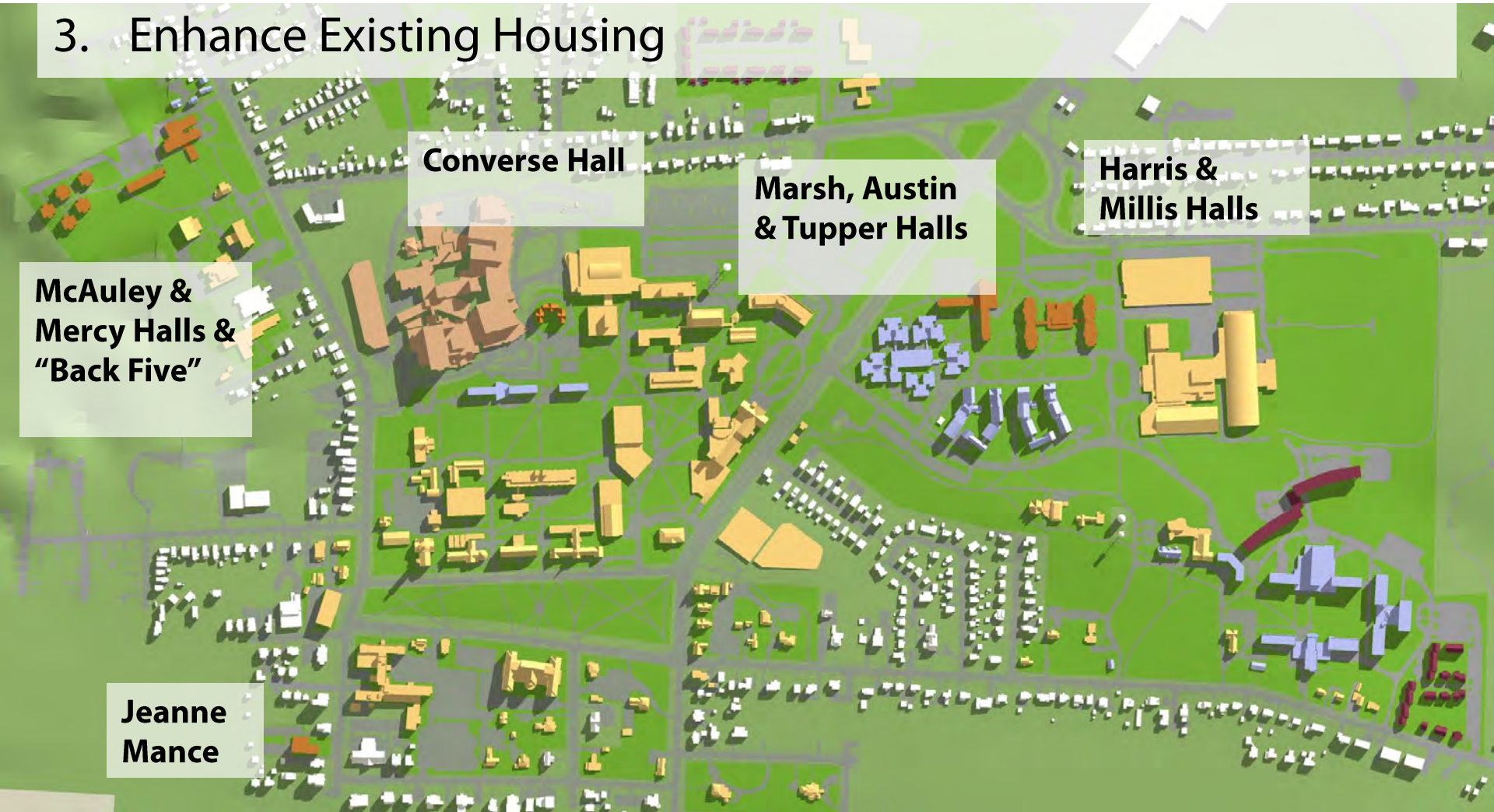
**Chittenden,
Buckham &
Wills Halls**

Coolidge Hall

Existing Residence Hall Campus Building Affiliated Housing

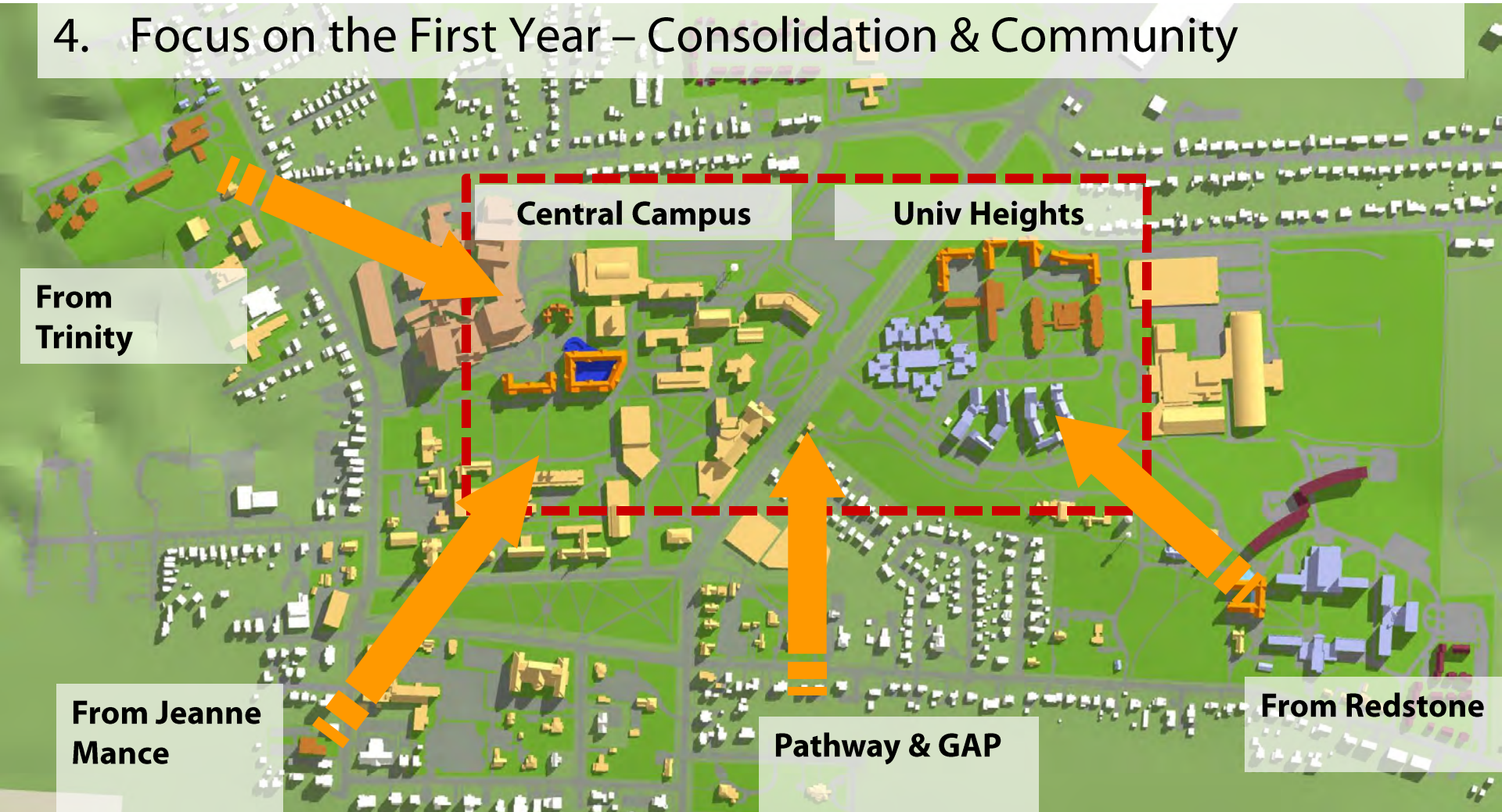
PLAN Recommendations

3. Enhance Existing Housing



PLAN Recommendations

4. Focus on the First Year – Consolidation & Community



PLAN Recommendations

5. Build on Successful Sophomore Experience

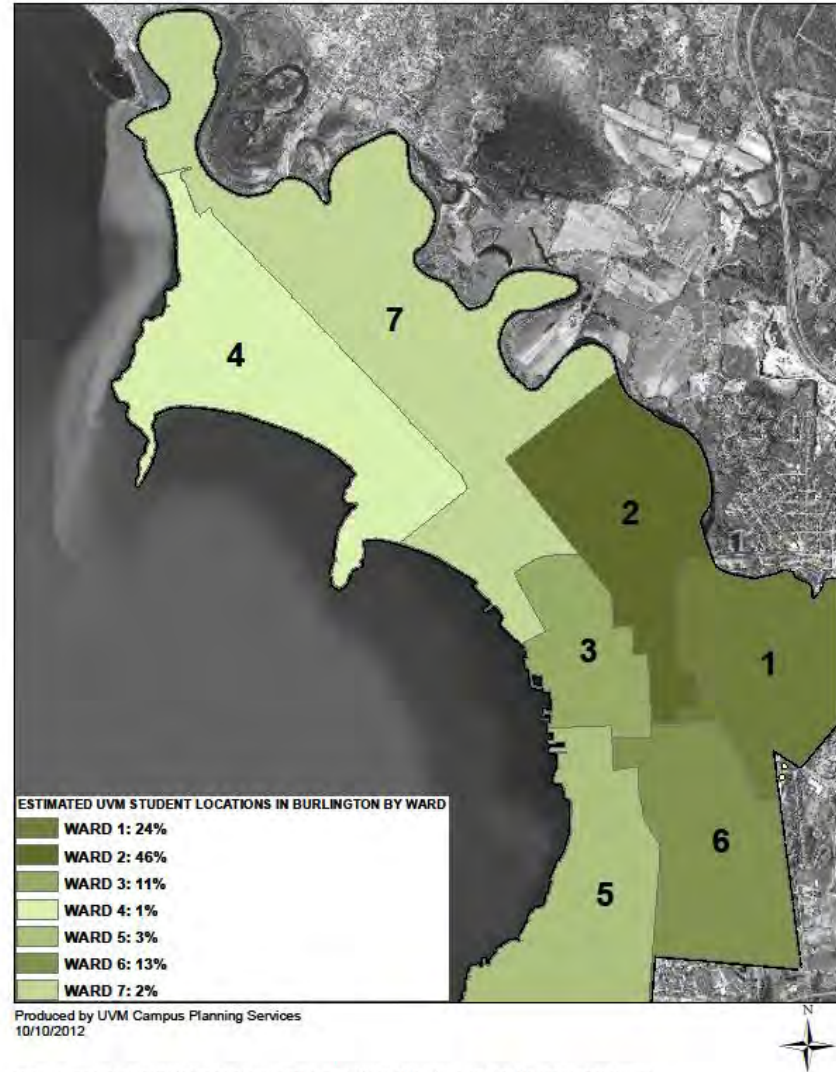


■ Existing Residence Hall ■ Renovated Residence Hall ■ New Residence Hall ■ Campus Building ■ Affiliated Housing

PLAN Recommendations

6. Juniors & Seniors (Jeanne Mance, Trinity Campus & Affiliated Off-Campus)

- Repurpose Jeanne Mance for upper classes (because of location near downtown)
- Repurpose Trinity Campus for upperclass & graduate students
- Create University-Affiliated alternatives to local market housing, as a logical developmental progression from campus to more independent living.



PLAN Recommendations

7. Provide Closer Housing Options for Graduate Students (& Upper Class Undergraduate Students)



Repurpose
Trinity
Campus

Existing Residence Hall Renovated Residence Hall New Residence Hall Campus Building Affiliated Housing

PLAN Recommendations

8. Faculty & Staff Housing Options

- Single graduate students currently at Fort Ethan Allen and downtown have option of locating in new repurposed housing community on Trinity Campus.
- As space opens up at the Fort, continue to concentrate students with families in this location and also offer housing to faculty/staff in this location.
- Continue use of Centennial Court for faculty/staff housing and, secondarily, for graduate student housing.

Benefits of the Housing Master Plan

- Concentrates first year students on or close to Central Campus
- Creates better alignment between housing options and student interests
- Provides opportunities to create a wide range of social and community space that students seek, and that offers alternatives to downtown Burlington
- New bed capacity can free up space in the Living Learning Center now used for residential functions
 - Offers possibility for LLC to become a full Multi-Cultural Center
 - First floors of housing on Central Campus can host student-oriented administrative functions (e.g., Career Services) as well as community-serving program and retail space
- Integrates Pathways and Guaranteed Access Program (GAP) students into housing system for undergraduate students
- Provides a use for Trinity Campus (graduate and upper class undergraduate housing) that is more appropriate given location

PLAN Recommendations: Existing Conditions



Existing Residence Hall Campus Building Affiliated Housing

PLAN Recommendations: Proposed Concepts



Existing Residence Hall Renovated Residence Hall New Residence Hall Campus Building Affiliated Housing

Housing Master Plan: Campus View from Southwest



Housing Master Plan: Campus View from Northwest



END



The University of Vermont

Richard H. Cate

*Vice President for Finance and Administration
and University Treasurer*

June 21, 2013

Joan Shannon, City Council President
Burlington City Hall
149 Church Street
Burlington, VT 05401

RE: City of Burlington and University of Vermont Memorandum of Agreement Re: 2009 Zoning Amendments

Dear President Shannon and Members of the City Council,

I am writing to report on the University's progress and activities regarding the 2009 Memorandum of Agreement Re: 2009 Zoning Amendments (MOA). The University continues to make significant progress in our housing efforts including a comprehensive campus-wide housing analysis to best plan for our current and future housing needs.

Below is an item by item update on each of the sections in the MOA.

McAuley Hall

"UVM will diligently pursue permits and construction to allow utilization of McAuley Hall for 163 student beds, with a goal of having those beds available Fall 2009."

As stated in previous reports, McAuley Hall was completed and has been occupied since the Fall 2009 semester as a residence hall with a bed capacity of 163 beds.

400-Bed Apartment Style Project on Redstone Campus

"UVM will diligently pursue permits and construction to develop, likely through a third party developer, 400 beds in an apartment style project on the Redstone campus, in some other location within the institutional districts defined in the Burlington zoning ordinance in effect March 9, 2009, or outside the boundaries of the City of Burlington with a goal of having those beds available Fall 2011."

Redstone Lofts opened in August of 2012, completing UVM's plans to add an additional 403 beds to campus for juniors, seniors, and graduate students. The project has been very successful, seeing full lease-up four months before it opened. Redstone Lofts is developed, owned, and managed by Redstone Commercial Group under a long-term ground lease with UVM. We are very pleased that the Project has been so well received, recently winning the Burlington Business Association's Hertzels Pasakow Award for Architectural Excellence. With the addition of Redstone Lofts, this year we housed 61% of the total undergraduate population.

1:1 Match in Housing for Enrollment Increases

“After Fall 2009 and continuing through the duration of this agreement, UVM agrees to provide, by its own means or by working with a third party developer, student housing within the institutional districts defined in the City zoning ordinance in effect on March 9, 2009, or outside of the boundaries of the City of Burlington on a 1:1 basis relative to increased enrollment of undergraduate students beyond the number enrolled in Fall 2009.

- a. For the purposes of this agreement undergraduate students are defined as those who are enrolled in an undergraduate degree program for at least 9 credit hours per semester and have not yet earned a baccalaureate degree.*
- b. The City agrees that the 1:1 requirement would be applicable over a two-year timeframe. For example, in the Fall of 2011 UVM would certify that the total increased enrollment of undergraduate students between Fall 2009 and Fall 2011 has been matched by the same number of new student beds as described above.”*

As stated in the October 18, 2012 update, the Fall 2012 undergraduate enrollment as defined by the agreement was 9,956. This represented a decrease of 200 students from the Fall 2009 enrollment of 10,156. Therefore, the 1:1 requirement was not applicable for this year.

As we did last year, we will send an update on this section of the report for Fall 2013 enrollment no later than October 15, 2013.

Identification of Number and Location of Off-Campus Students

“UVM agrees to identify the number and where UVM students live off-campus based on information reasonably available to UVM, to enable the City and UVM to work together to address impacts in the neighborhoods.”

As stated in the October 18, 2012 update, the spirit of this section of the agreement is to estimate how many students may be living in the City of Burlington and generally where they are living. Although UVM does collect mailing address information, UVM does not need to know where students are living in order to communicate with them since our primary means of communication for this age group is electronic.

The quality of the data is dependent on what students choose to provide to UVM and whether they choose to update that data throughout their time at UVM. Students often provide their permanent home address rather than their local address but we have recently made additional efforts to determine where they are living locally. The data we have are not exact and this will always be true, but we are able to base assumptions on what we know to be true, such as our on-campus housing data. The data also enable us to understand where students tend to be concentrated within the City of Burlington.

As reported in October 2012, in Fall 2012 the number of students reporting living in the City of Burlington was 2,120. We studied the data and concluded based on reported on-campus addresses versus our known housing capacity that we can make an assumption that as many as 414 additional students may also be living in Burlington, but did not register a Burlington

address. Therefore, we estimated that approximately 2,500 (25%) of UVM's undergraduate students lived within the City of Burlington in Fall 2012.

A further analysis of the data showed us that student neighborhood patterns have shifted somewhat from last year's data. Ward 2 remained the Ward with the highest percentage of UVM undergraduate students reporting Burlington addresses (46%). However, this represented a decrease of 5% from Fall 2011 reported addresses. Ward 6 had an increase of 5% of reported addresses from 8% in 2011 to 13% in 2012. This was likely due to students who reported on-campus addresses at Redstone Lofts (which have Burlington zip codes). Ward 1 also saw an increase in reported addresses from 18% in 2011 to 24% in 2012. These percentages tell us that though the overall number of students living within the City of Burlington has decreased, a higher percentage is reporting living in UVM-affiliated housing, as we would expect with the addition of Redstone Lofts, and the remaining students continue to concentrate in Wards 1 and 2, with Ward 2 seeing a decrease and Ward 1 seeing an increase.

As we did last year, we will send an update on this section of the report for Fall 2013 enrollment no later than October 15, 2013.

Future Sites for Student Housing and Impediments to Future Development on Redstone and Trinity Campuses

"City and UVM agree to work together to identify and support potential sites for student housing, including future student housing development on campus within the enhanced capacity for development provided by the amendments to the zoning ordinance. UVM will also explore the creation of incentives for some students to live at home or outside of Burlington in order to mitigate the need to build additional student housing."

"City and UVM specifically agree to make good faith efforts to work together to address impediments to developing new student housing, classroom and office space, and other University facilities on the Redstone Campus and the Trinity Campus in a cost effective, economically viable manner."

As you are aware, UVM has been working with a national housing consultant, Biddison-Hier, on the development of a Student & Faculty/Staff Housing Master Plan. The goals of the plan are both programmatic and physical and will guide the future of our housing through 2026. The development of the Housing Master Plan concepts involved a high level of community engagement through surveys and focus groups of students, faculty, staff, housing experts, City of Burlington staff, city councilors, Neighborhood Planning Assembly Steering Committee members, and neighbors.

Concepts of the plan have been developed and were presented to UVM's Board of Trustees. These concepts include the demolition of obsolete residence halls, construction of new replacement residence halls, assignment of housing based on class year (concentrating first year students on Central Campus), and the development of a UVM-affiliated downtown housing project for upper-class students, among other concepts.

A copy of the Housing Master Plan concepts is attached and available at <http://www.uvm.edu/~plan/housingmasterplanconcepts.pdf>. Please note that there has not yet been any decision regarding implementing any aspect of this housing master plan.

Impact of UVM Students on Neighborhoods

“The City and UVM will continue to make good faith efforts to work together to reduce the current impact of UVM students on neighborhoods.”

The University’s Office of Student and Community Relations continues to work to both address the impact of students on neighborhoods and create programming that fosters positive relations with students and their neighbors. These initiatives include the Community Coalition, which brings together a variety of stakeholders on a monthly basis to discuss effective ways to address neighborhood concerns and develop community; Off Campus Living Workshops, held in the Fall each academic year, teaching about 200 to 400 students yearly about their rights and responsibilities as tenants and citizens in the neighborhoods; Student-Nighbor Liaison Program, which recruits 10 to 20 student and non-student liaisons to work on their streets to develop community and provide a link to the University; Spring Move Out Project (SMOP) which diverts from 11-20 tons of goods from the city green belts and landfills; Welcome Bag Canvassing, handing out bags that include the Off Campus Living Survival Guide and other items to about 500 households with a conversation; Parent Letters and Workshops, for parents of first- and second-year students to assist their students in making a smooth transition to off-campus living; and Have a Heart Events, handing out Lake Champlain Chocolates and fliers created by local children to remind students to be aware of the impact of walk-by noise and disruptions on neighborhoods.

Of special note this year: The Community Coalition adopted a street strategy and focused on Isham, Bradley, and Buell streets. Initiatives included creating green-belt gardens, utilizing donated property from landlords for community gardens, purchasing large recycling totes to decrease trash on the streets, doing Neighborhood Clean-Ups, and hosting block events to develop relationships.

The Office of Student and Community Relations received positive feedback from neighbors this spring:

“I am grateful for the efforts to give students better ways to manage their waste and take care of their neighborhood. It’s another step in the right direction so that we can change the culture of our block --- from a place where people just come to party without regard to their surroundings - -- to an actual community where people come to live, learn, and make their world a more beautiful place.” Brian Cina, Isham Street

“This spring’s move out of the students was the smoothest I think I have experienced, very very smooth. What ever actions or steps that were taken were very effective from my perspective and appreciated, I kept waiting for the wheels to come off in the neighborhood and they did not there were no disruptions that I experienced the students were here and then they were gone.” Chris Flinn, South Prospect Street

For a full list of the Office of Student and Community Relations' initiatives, programs, and services, visit www.uvm.edu/livingoffcampus.

In addition to these ongoing programs, UVM worked with neighbors on the following initiatives:

- UVM and the City recently extended the Payment for Services agreement, which provides over \$1.2 million to the City.
- Since Spring 2012, UVM has funded additional Burlington Police Department officers on Thursday, Friday, and Saturday nights during busy times of the year for neighborhood patrols.
- Good Neighbor signage in the residence halls and in key areas where students leave campus were put into place. Discussions were initiated in residence halls with students about expectations for off-campus behavior.
- In response to a neighbor request, the Redstone Express shuttle route was removed from South Prospect Street after 6:00 p.m.
- In response to neighbor requests, a gate was installed on Davis Road at the entrance from South Prospect Street. This reinforces the existing traffic pattern that allows traffic to enter campus from South Prospect Street, but does not allow traffic to exit from Davis Road.

Annual Progress Report to the City

"Beginning in 2010, UVM shall provide an annual progress report to the City by June 30 of each year based on its commitments contained in this Agreement."

This letter should be considered the University's 2013 progress report to the City.

Additional Agreement Items 9-14

These items, concerning zoning ordinance amendments, duration of Agreement, and previous agreements are not applicable to this report.

We look forward to continuing our work with the City administration and Council on issues related to neighborhood development, quality of life, and housing in the Council's Community Development and Neighborhood Revitalization committee and/or the Institutions/Human Resources committee, as well as in the Community Coalition. We are particularly optimistic about the Student & Faculty Staff Housing Master Plan and the benefits that it can bring to both the University and the City.

Sincerely,

A handwritten signature in black ink, appearing to read "R. H. Cate", written in a cursive style.

Richard H. Cate

Vice President for Finance and Administration and University Treasurer

1
2
3 **Resolution Relating to**
4

5
6 APPROVAL OF AGREEMENT BETWEEN
7 HANCOCK WIND, LLC AND BURLINGTON
8 ELECTRIC DEPARTMENT

RESOLUTION

Sponsor(s): Councilors Shannon,
Bushor, Knodell, Aubin

Board of Finance
Introduced: _____

Referred to: _____

Action: _____

Date: _____

Signed by Mayor: _____

9
10
11
12 **CITY OF BURLINGTON**

13 In the year Two Thousand Thirteen.....

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

15 That WHEREAS, Hancock Wind, LLC is developing a fifty-one megawatt (51 MW) wind
16 generating facility in Hancock County, Maine;

17 WHEREAS, Burlington Electric Department desires to purchase 26.5%, or approximately 13.5
18 Megawatts of the output and ancillary products from the facility pursuant to the terms of an
19 Energy, Capacity, REC and Ancillary Services Sale and Purchase Agreement generally in the
20 form attached hereto;

21 NOW, THEREFORE, BE IT RESOLVED by the City Council that the Energy, Capacity, REC
22 and Ancillary Services Sale and Purchase Agreement Between Hancock Wind, LLC and
23 Burlington Electric Department attached hereto is hereby approved, subject to final review and
24 approval by the City Attorney or her designee; and

25 BE IT FURTHER RESOLVED that Barbara L. Grimes, BED General Manager, and/or her
26 designee(s), be and hereby is authorized to execute the Agreement on behalf of the City of
27 Burlington and to take all steps necessary to carry out its provisions.

28

29

30

MEMORANDUM

TO: City of Burlington City Council

FROM: Ken Nolan, Manager of Power Resources

DATE: July 9, 2013

RE: **Hancock Wind Facility**

cc. Barbara Grimes

BED staff is completing a Power Purchase Agreement with First Wind to purchase the output of its Hancock Wind facility located in Maine, with only legal review still in progress. The BED Electric Commission approved the contract, for submittal to the Board of Finance and City Council, at its April, 2013 regular meeting.

The contract has been structured as a 10-year PPA with an option to extend, at BED's discretion, for an additional 15-years. This allows BED to enter the first 10-year period without needing a state §248 permit approval from the Public Service Board. BED would then have 2-years (until 12/31/2015) to decide if the 15-year extension is beneficial, and an additional 2-years (until 12/31/2017) to receive the needed approvals (state §248 permit and city-wide vote) to implement the extension.

The contract structure is atypical for the Vermont regulatory process, but has been designed to take advantage of recent legislative changes in the §248 permitting process to promote renewable development. Under Public Service Board (PSB) procedures BED will notice the PSB of its intent to enter the contract once the City Council has approved it, and the PSB will have 90-days to review the structure before it is considered final. In its initial discussions with the Department of Public Service BED received support for the proposed structure with the understanding that BED will proceed through the §248 process if it decides to exercise the 15-year extension.

The pricing of this contract compares favorably with other contracts BED has entered, with First Wind absorbing all delivery risk to get the power from Maine to Vermont through a formula built into the contract. Pricing for the last 15-years (if BED exercises the option) increases slightly to reflect the greater delivery risk First Wind is absorbing in the last 15-years. Importantly, the pricing is known up front and can be included in BED's planning.

The contract quantity is 13.5 MW, again to structure the contract to minimize permitting cost and delay. This represents roughly 9% of BED's annual energy needs based on 2012 loads. The remaining terms are essentially based on our existing Sheffield Wind contract. This would represent the third (and final) wind contract BED is contemplating, and would result in roughly 33% of BED's supply being met by wind power.

The pricing terms provide for fixed \$/MWh prices for both the first 10-year Term and the optional 15-year extension. They also include a formula that will be used to ensure that First Wind absorbs all risks associated with moving the power from Maine to Vermont.

A Powerpoint presentation that provides highlights of the contract, and the portions of BED's internal analysis that can be made public, is enclosed for your information. A copy of the latest draft of the contract is also enclosed, but due to the confidential terms it contains, has been redacted.

The full contract, including the confidential portions, was discussed with the Board of Finance, and is being provided to the City Councilors under seal. BED staff will be attending the Council meeting to address questions you may have. Should the Council desire to discuss the pricing terms or other confidential aspects of the contract prior to acting, it will need to do so in Executive Session.

If you have questions prior to your meeting please don't hesitate to contact me.

Economic Analysis of Hancock Wind Contract Impact on BED Power Portfolio

Public Version



Ken Nolan
Manager of Power Resources

2008 BED Customer Survey Results

- In a BED sponsored survey customers were asked to rank their preference for specific power resources from 1 (oppose) to 10 (support). Results by customer class were:

	Customer Class	
	<u>Residential</u>	<u>Commercial</u>
Coal	3.64	3.73
Nuclear	4.33	4.80
Natural Gas	6.38	6.28
Biomass	7.02	6.96
Res. Wind/Solar	8.69	8.12
Wind	8.76	8.59
Efficiency	9.04	8.50

Project Description

- ❑ 51 MW Wind Facility
 - Located adjacent to the existing 39 MW Bull Hill Project
- ❑ Located in Hancock County, Maine
- ❑ 17 turbines
 - in addition to the 19 turbines already installed at Bull Hill
 - Each new turbine is 3.0 MW in size
 - Each is 518 feet in overall height (308 feet at hub)
- ❑ Connected to Bangor Hydro's transmission system at 115 kV
- ❑ Maine Department of Environmental Protection permit application deemed complete Jan 2013
 - No public hearing required
 - Permit expected July 2013 with 45 day appeal window
 - Tax agreements with local municipalities are in place and all are supportive
- ❑ Anticipate construction during 2014
- ❑ Commercial Operation not later than December 31, 2015

BED Contract Key Components

- ❑ 13.5 MW entitlement (26.5% of the Project)
 - Anticipate a 27% capacity factor
 - 32,000 MWh per year (~9% of BED's energy need in 2012)
- ❑ 10-year initial Term
- ❑ BED can extend for an additional 15 years by giving notice of its intent to do so on or before 9/30/15
 - BED would have an additional 2-years to receive all state and local approvals (including a state §248 permit and a city-wide vote)
 - No permitting costs will be incurred until/unless BED exercises this option
- ❑ Includes all market products except capacity
 - Energy
 - Renewable Energy Certificate's (REC's)
 - Other ancillary revenues
 - Other environmental products that may be created
- ❑ Due to transmission constraints in Maine the contract may not provide market capacity initially, although BED is entitled to its share of capacity when the constraint is removed
 - The developer is working with ISO-NE and other area projects to alleviate issue

Contract Key Components (Continued)

- ❑ Either party can cancel the contract without recourse if Commercial operation is not reached by December 31, 2015
 - Allows the developer to cancel if it cannot get necessary permits
 - ❑ However developer can make a one time \$50,000 payment to BED to extend this deadline to December 31, 2017 and assign the contract to another equivalent project
 - Allows BED to move on if the project cannot be built and First Wind does not have any comparable projects in construction
- ❑ Provides for performance assurance if:
 - Either party has reasonable grounds to believe the creditworthiness of the other party has become unsatisfactory, or
 - Either party believes the other party has become unable to perform its obligations under the Agreement
- ❑ Disputes are subject to binding arbitration
- ❑ Pricing, minimum delivery, credit provisions, and damage calculation provisions are subject to Confidentiality

Benefits BED sees in Contract

- ❑ Stable and known \$/MWh price
 - Continues to reduce BED's exposure to natural gas prices
 - Enhances rate stability (although potentially at a premium to non-renewable alternatives)
 - BED only pays if MWh are actually delivered
- ❑ BED avoids the risk normally associated with moving power from Maine to Vermont
 - Under most contracts the developer would sell to BED at a price in Maine, and BED would then need to get the power to Vermont
 - In this contract the developer has agreed to take all of this risk as part of the \$/MWh payment
- ❑ Renewability
 - This source meshes well with BED's customer's desires and city climate change goals
 - It is considered "new renewable" under all of the New England Renewable Portfolio Standards
- ❑ Known minimum delivery
 - The contract includes provisions to guarantee BED will receive a certain amount of deliveries
 - Provides more stability in planning and financial decision making
 - Enhances ability to sell REC's forward to maximize price
- ❑ Set off development risk to a third party
 - Permitting costs can approach \$5 million for a project of this size with no guarantee of success
 - BED has no development exposure in this contract
- ❑ Continues to use the private/public partnership model to maximize tax incentives and reduce BED ratepayer costs

Risks Inherent in Contract

❑ REC pricing risk

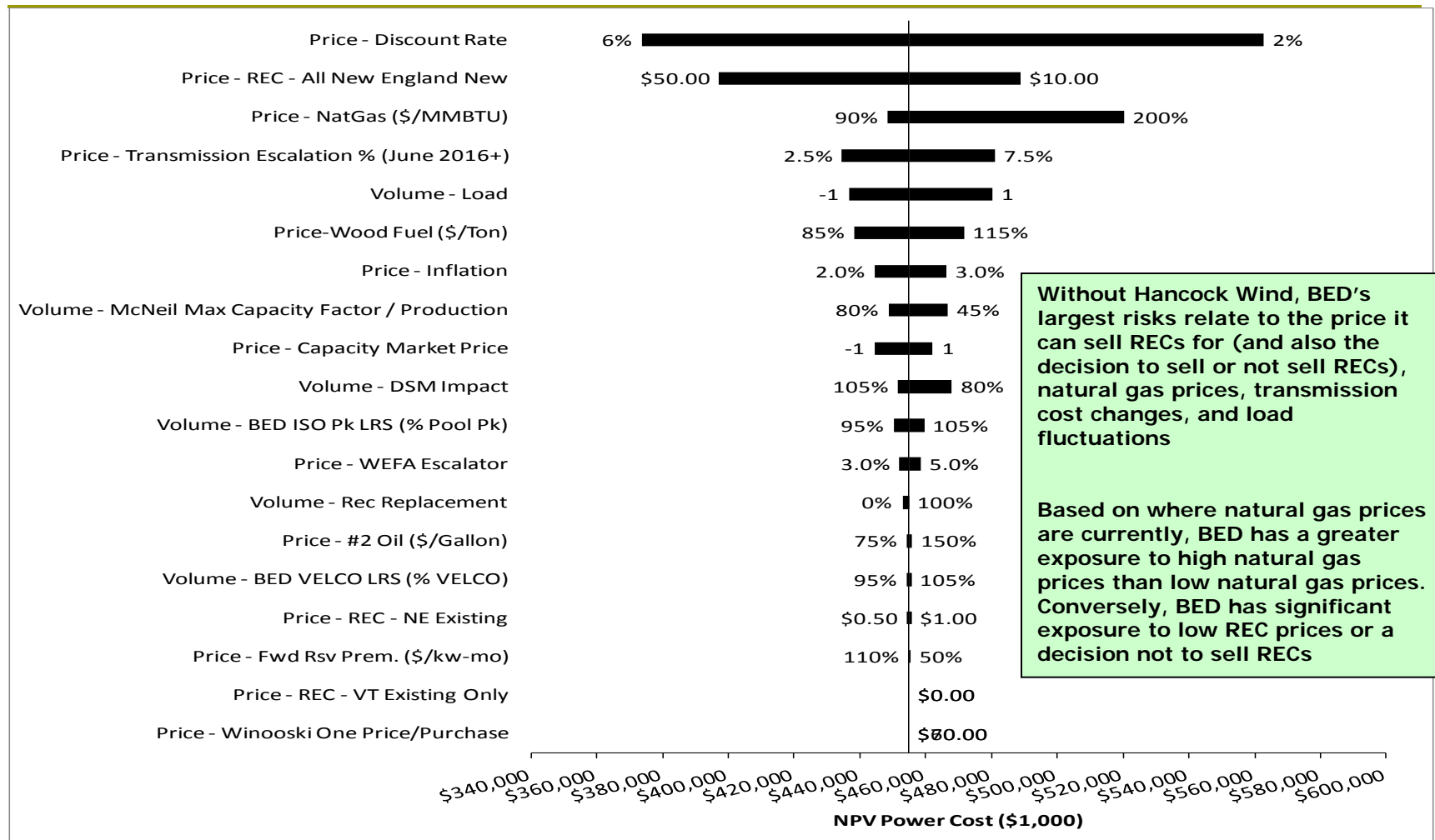
- The purchase is being made at a premium to market power due to its renewable nature (current wholesale costs for 2016-2017 are approximately \$48 / MWh)
- REC prices would need to remain above about \$27-30/MWh to “buy down” the cost to the Base Case market level and BED would need to sell the RECs to minimize rate impacts
- This contract would continue to deepen BED’s already significant exposure/involvement in the REC markets

❑ Counterparty Credit Risk

- Hancock Wind is a newly created entity and is not “rated”
- It is an LLC subsidiary of First Wind created specifically for this project
- The developer will be providing a Letter of Credit to protect BED against some (but certainly not all) of the contract credit risk
- Should Hancock Wind become financially distressed BED may need to call performance assurance or utilize legal action
 - ❑ For example, put a lien on the project
- However, this is mostly risk to BED’s environmental goals. For a default to have financial impact market prices would have to rise significantly and for an extended period of time

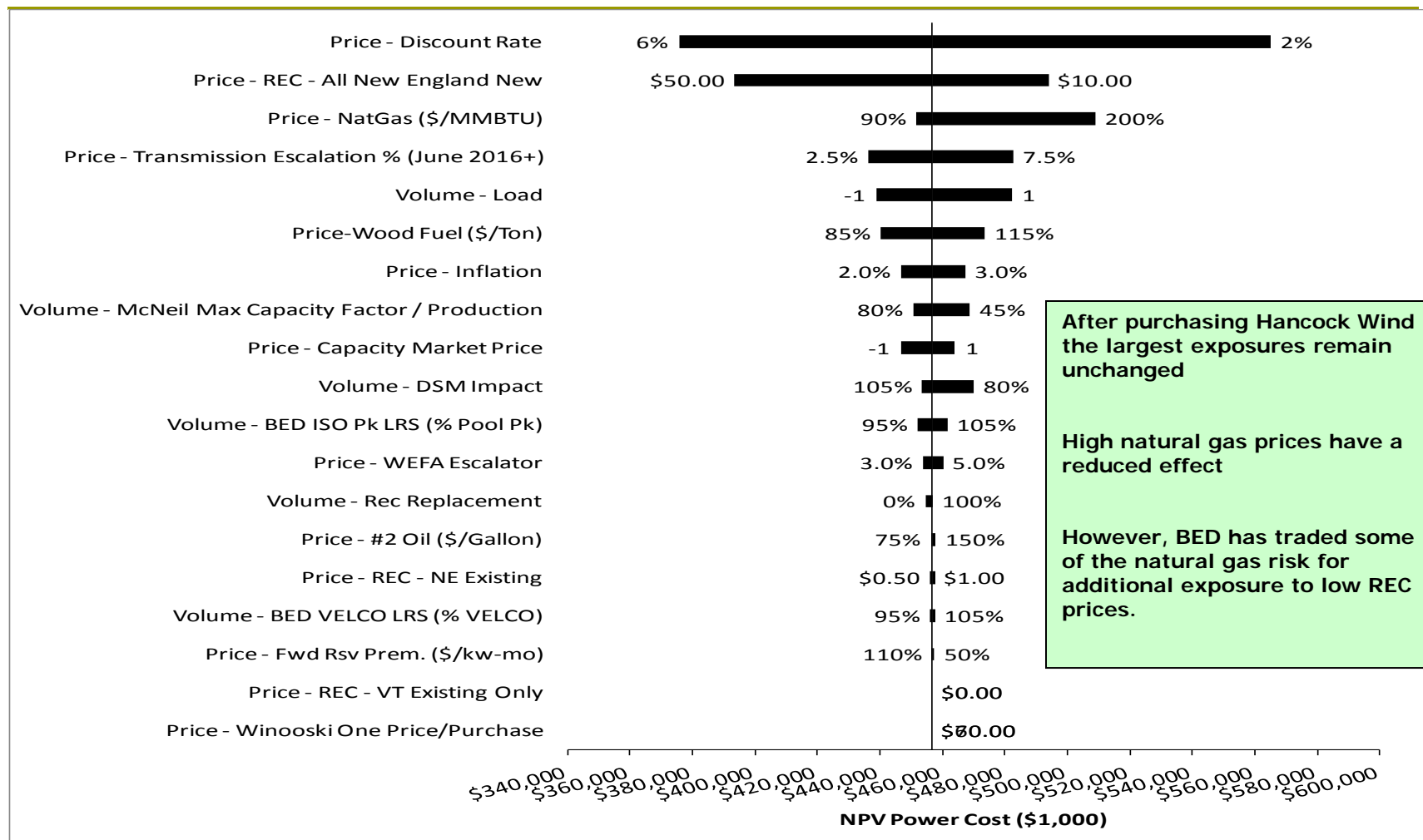
BED Risk Exposure without Hancock Wind

20 Year NPV Net Power Costs



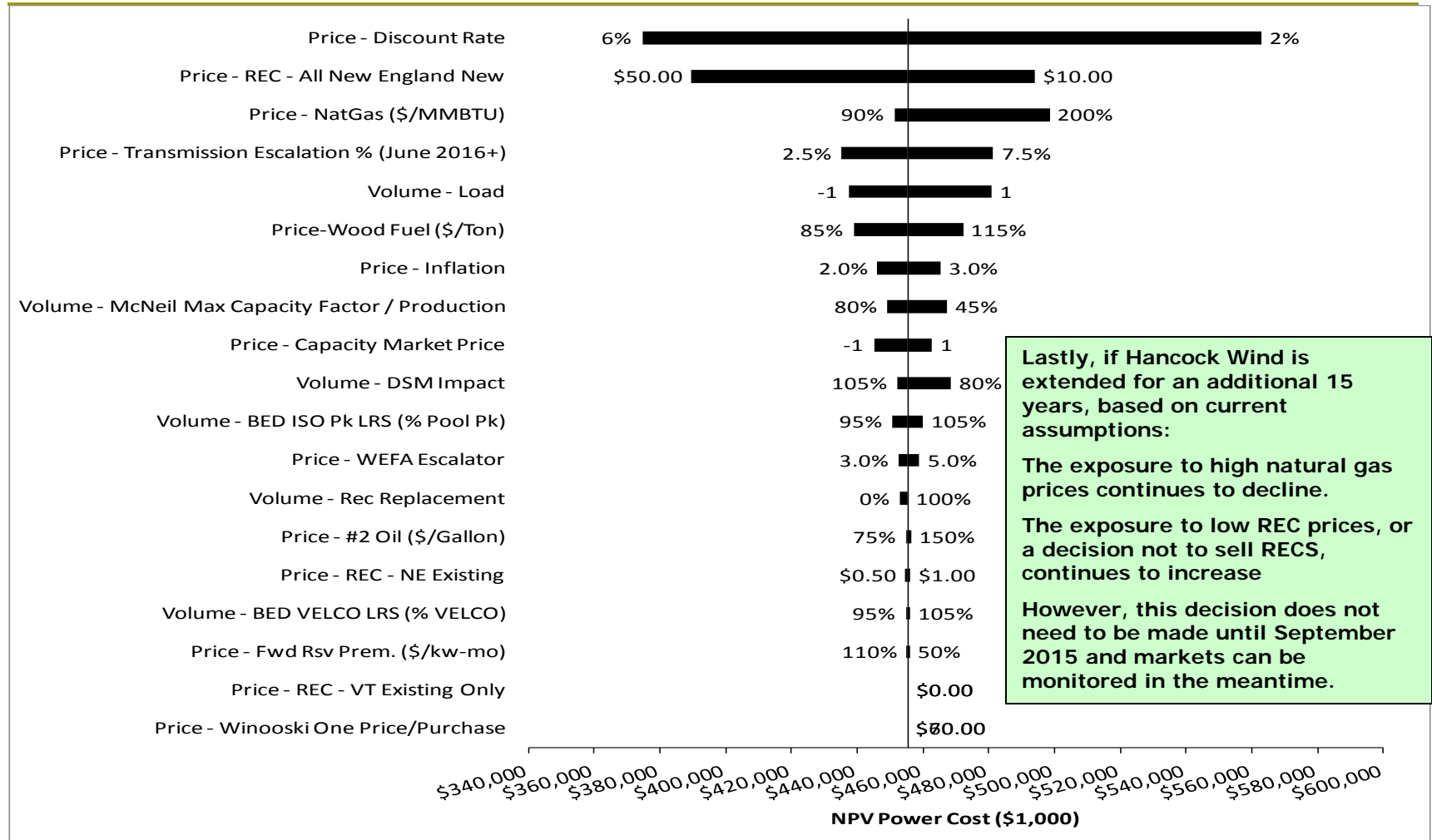
BED Risk Exposure with Hancock Wind for 10 year term

20 Year NPV Net Power Costs



BED Risk Exposure with Hancock Wind for 25 years

20 Year NPV Net Power Costs



Effect on volatility of key IRP variables

10 and 25 year Hancock Contracts

(maximum swing in case results)

	<u>No Hancock</u>	<u>10 Year Hancock</u>	<u>Incremental Change</u>	<u>Hancock plus extension</u>	<u>Cumulative Change</u>
Price - Discount Rate	\$188,874	\$189,192	\$318	\$188,160	(\$714)
Price - REC - All New England New	\$91,677	\$100,566	\$8,889	\$104,447	\$12,770
Price - NatGas (\$/MMBTU)	\$71,886	\$57,156	(\$14,730)	\$47,219	(\$24,667)
Price - Transmission Escalation % (June 2016+)	\$46,315	\$46,315	\$0	\$46,315	\$0
Volume - Load	\$43,350	\$43,350	\$0	\$43,350	\$0
Price-Wood Fuel (\$/Ton)	\$33,274	\$33,274	\$0	\$33,274	\$0
Price - Inflation	\$21,840	\$20,587	(\$1,253)	\$19,024	(\$2,816)
Volume - McNeil Max Capacity Factor / Production	\$18,031	\$18,031	\$0	\$18,031	\$0
Price - Capacity Market Price	\$17,388	\$17,388	\$0	\$17,388	\$0
Volume - DSM Impact	\$16,354	\$16,354	\$0	\$16,354	\$0
Volume - BED ISO Pk LRS (% Pool Pk)	\$9,282	\$9,282	(\$0)	\$9,282	\$0
Price - WEFA Escalator	\$6,383	\$6,383	\$0	\$6,383	\$0
Volume - Rec Replacement	\$2,049	\$2,216	\$167	\$2,288	\$239
Price - #2 Oil (\$/Gallon)	\$1,553	\$1,553	(\$0)	\$1,553	\$0
Volume - BED VELCO LRS (% VELCO)	\$1,358	\$1,358	\$0	\$1,358	\$0
Price - REC - NE Existing	\$1,326	\$1,437	\$111	\$1,486	\$160
Price - Fwd Rsv Prem. (\$/kw-mo)	\$633	\$633	\$0	\$633	\$0
Price - REC - VT Existing Only	\$0	\$0	\$0	\$0	\$0
Price - Winooski One Price/Purchase	\$0	\$0	\$0	\$0	\$0

Economic Conclusions

- The Hancock Wind contract's fixed pricing reduces BED's exposure to natural gas and fossil fuel price increases.
 - However, this decrease in exposure to fossil fuel prices comes with an increased exposure to the Renewable Energy Credit (REC) markets in roughly a \$1 increase in REC exposure for every \$2 decrease in fossil fuel exposure
- If BED were unable to sell the REC's from the plant, its costs would be approximately \$1.45 million higher annually than purchasing market power at today's prices (in the early years of the contract)
 - In a worst case scenario where ALL REC markets went to zero price this would equate to a 2.9% rate increase based on BED's Revenue Requirement of roughly \$50,400,000
- BED does not believe a zero REC value is realistic for Class I RECs
 - Wind REC's are easily portable between REC markets
 - Historic data shows that available REC market prices for wind resources have generally been above the levels needed to make Hancock equivalent to market energy purchases

Economic Conclusions - Continued

- Based on an analysis of the Hancock Wind contract using BED's Integrated Resource Plan financial model, adding the Project to BED's portfolio is nearly break-even under the base case.
 - It should be noted that this assumes REC prices at the long term average used in the IRP (\$27.90/REC) – not the actual REC prices that exist today (~\$50/REC)
 - The contract's main benefit is not in reducing projected costs (although it will do so at today's REC prices). Its main benefit is acting to shrink future volatility in BED's power costs.

IRP NPV IRP Cost-of-Service (\$1,000)		
	NPV	Change (Cum)
No Hancock - Base	\$843,229	
Hancock - 10 Year	\$842,536	-0.08%
Hancock - with 15 Year Extension	\$839,337	-0.46%

Final Observations

- This contract represents the most attractive offer of wind power BED has received to date
- The resource type is heavily supported by Burlington residents and businesses
- It provides a further hedge against the potential impact of future high natural gas prices
 - As the tornado diagrams show, even though BED is trading natural gas exposure for REC exposure, overall power cost volatility is reduced.
- Under the absolute worst case scenario (REC prices go to \$0) BED ratepayers would see a 2.9% rate increase related to this contract in return for obtaining an additional 9% of their supply from wind power
- If Class I REC prices remain anywhere near where they are today the contract is actually cheaper than other non-renewable alternatives provided BED continues to sell the RECs
- This purchase will fill out the wind purchases BED envisioned in the 2012 IRP

CONVENING OF A SUMMIT TO DISCUSS THE UNDERFUNDING
OF THE CITY'S PENSION PLAN AND TO EXPLORE OPTIONS
TO ADDRESS UNFUNDED LIABILITY

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 a full-time, permanent work force of more than 600 dedicated and resourceful employees; and

WHEREAS, it is in the long-term best interest of the City that it continues to have qualified and competent employees to perform those functions that are essential to the effective and efficient operation of the City and the delivery of City services; and

WHEREAS, the City Council recognizes the importance of the retirement/pension system in retaining its competent and committed employees and to the recruitment and placement of qualified individuals; and

WHEREAS, it is in the interests of the citizens and taxpayers of the City, as well as in the interests of present and future City employees, that the City's retirement/pension system be a sustainable, viable and affordable plan that can fulfill its promises to city employees; and

WHEREAS, the unfunded liability in the City's pension/retirement plan as of June 30, 2012 was \$60,611,827, an amount that creates an unsustainable retirement system and places an unreasonable tax burden upon the taxpayers of the City of Burlington; and

WHEREAS, the City is fortunate to have at its disposal individuals who have the ability to comprehend the nature of the problems facing our retirement/pension system, to hear from persons who wish to address those problems, and to put forth options to address the City's unfunded liability;

NOW, THEREFORE, BE IT RESOLVED that the City Council requests that the Mayor shall appoint an 11 member Retirement Summit Panel consisting of: the City's Chief Administrative Officer, the City's Human Resources Director, a member of the City Council who will serve as chair, a member of the Board of the Burlington Employee Retirement System, a representative from the Burlington Police Officers' Association, a representative from the Burlington Firefighters' Association, a representative from The International Brotherhood of Electrical Workers AFL-CIO Local 300, a representative from Local 1343 of the American Federation of State, County and Municipal Employees with each of the four bargaining units choosing their own representative, a representative of the non-unionized City employees,

CONVENING OF A SUMMIT TO DISCUSS THE
UNDERFUNDING OF THE CITY'S PENSION PLAN
AND TO EXPLORE OPTIONS TO ADDRESS
UNFUNDED LIABILITY

a Burlington residential taxpayer with knowledge concerning retirement systems, and an individual owning a commercial property in Burlington; and

BE IT FURTHER RESOLVED that the Panel shall convene a public meeting in the fall of 2013 to hear from interested parties and to discuss options available to the City to reduce the unfunded liability and maintain affordable contribution rates; and

BE IT FURTHER RESOLVED that the Panel shall meet after the public meeting to discuss the presentations made at the public meeting, develop Panel goals regarding options it will recommend to address the current status of the pension plan, develop a work plan to achieve these goals, and create time lines to achieve the work plan; and

BE IT FURTHER RESOLVED that following this public meeting the Panel shall be charged with reporting to the Council and Mayor on the findings of said meeting and in addition, the Council would request that the Panel make efforts as a group to:

- consider the work of the Retirement Task Force report dated August 17, 2007 which has not been discussed widely and inclusively and offer an opinion as to the components of the recommendations in the report offering any new insights
- consider inviting interested parties either from municipalities, the State or area states who may be able to offer the Panel outside expertise and consultation on key issues related to the unfunded liability
- offer recommendations for a long-term plan for improving the Plan's financial stability and affordability; and

BE IT FURTHER RESOLVED that the Panel shall report back to the City Council and Mayor at the City Council's December 16, 2013, meeting on the Panel's findings and recommendations.



OFFICE OF THE CLERK/TREASURER

City of Burlington

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

Voice (802) 865-7000

Fax (802) 865-7014

TTY (802) 865-7142

APPLICATION FOR: Chittenden Solid Waste Dist (Altern) Board/Commission
(Please fill out a separate application for each post)

Full Name: Charlie Grannon Ward: 3

Residence: 63 Rose St Political Affiliation (mandatory): Democrat

Are you a registered Burlington Voter? yes

Phone (home): 660/9870 Phone (work): _____ Phone (cell): _____

E-Mail Address: charliecpg@gmail

Training or Experience Related to the Commission or Board Post for Which you are Applying:

- employee of CSWD for 9 years - 1997-2006
- as camera operator/field producer for CCTV have recorded several CSWD board meetings + have viewed most of them for many years.
- am familiar with all of the current and past programs and issues associated with CSWD.
- am familiar with Burlington's Public Works Dept + employees, and the Public Works Commission.

Current Occupation: CCTV, COTS, A.C. Nielsen

Education (list most recent first):

School	Location	Year/Degree



What do you hope to accomplish as a Commissioner/Board Member?

Keep myself, Ward 2+3 NPA, City Council and the Public Works Commission updated on CSWD - as an alternate.

Have you served as a Burlington City Commissioner/Board Member in the past? no
If the answer is yes, please list any and all appointments and dates you served.

however - long time pollworker and NPA Steering Committee

Do you foresee any potential conflicts of interest if you were appointed to the position for which you are applying? none If so, please explain:

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BURLINGTON CLERK
TREASURER'S OFFICE

List Two References:

Public Works - Tisi Archaibeau and Nathan Lavery and
Solving Overby and Steve Goodkind and Tom Morneau.

Please use this area to make any further comments regarding your candidacy, especially in regard to your qualification for this position. You may attach additional sheets if necessary.

As Steve Goodkind and Nicole Losch leave the CSWD board, I think that it would be good to have someone knowledgeable about the CSWD staff and programs to carry on. I might be a great help to the next Burl regular rep

In order to be appointed to a Board or Commission post you must be nominated by a member of the City Council. A list of members is available upon request.

Signature: Charles P. Mainwaring Date: 6/16/13

The City of Burlington encourages persons from diverse backgrounds to apply to serve on boards, commissions and committees. The City is committed to providing equal opportunity to all persons without regard to political affiliation, race, color, religion, age, sex, sexual preference, national origin, disability or any other non-merit factor



OFFICE OF THE CLERK/TREASURER

City of Burlington

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

Voice (802) 865-7000

Fax (802) 865-7014

TTY (802) 865-7142

APPLICATION FOR: Chittenden Solid Waste District, Alternate Board/Commission
(Please fill out a separate application for each post)

Full Name: July Sanders Ward: 3

Residence: 211 Elmwood Ave Political Affiliation (mandatory): Progressive

Are you a registered Burlington Voter? Yes

Phone (home): 489-5472 Phone (work): _____ Phone (cell): 238-4245

E-Mail Address: julysanders8@gmail.com

Training or Experience Related to the Commission or Board Post for Which you are Applying:

I studied Environmental studies at UVM and
also opened and ran a Certified Green Restaurant,
Magnolia Bistro. I saw first hand all the waste
and also worked to create less waste. I
was able to train people with no experience in
proper recycling, composting and trash.

Current Occupation: I recently sold my business and am looking into
what's next.

Education (list most recent first):

School	Location	Year/Degree
UVM	Burlington	2004-2006 B.S. (pending thesis)
CCV	Burlington	2000-2001 Associates
Santa Monica College	SM, California	1998-1999

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What do you hope to accomplish as a Commissioner/Board Member?

Ensure that we are moving in a direction that is sustainable for our future generations. I am also interested in focusing a little more attention to comprehensive education

Have you served as a Burlington City Commissioner/Board Member in the past? NO
If the answer is yes, please list any and all appointments and dates you served.

Do you foresee any potential conflicts of interest if you were appointed to the position for which you are applying? NO If so, please explain:

List Two References:

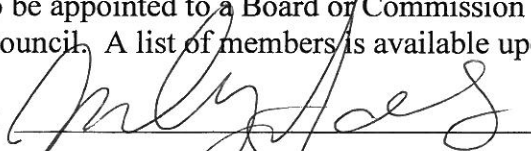
Peter Lynch plynch@shoreham.net 897-5232 - Green Across the Pacific
Cami Davis cdavis@uvm.edu 338-2522 - UVM

Please use this area to make any further comments regarding your candidacy, especially in regard to your qualification for this position. You may attach additional sheets if necessary.

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BURLINGTON CLERK
TREASURER'S OFFICE

In order to be appointed to a Board or Commission post you must be nominated by a member of the City Council. A list of members is available upon request.

Signature:



Date:

4/23/2013

The City of Burlington encourages persons from diverse backgrounds to apply to serve on boards, commissions and committees. The City is committed to providing equal opportunity to all persons without regard to political affiliation, race, color, religion, age, sex, sexual preference, national origin, disability or any other non-merit factor

	7/9/2013		
Prepared by: Lori Olberg, Licensing, Voting & Records Coordinator			
Meeting Date	Type of Document	Action Requested	Return to Council
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	6/24/2013
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
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
4/29/2013	Resolution: Mandatory Wheeled Covered Recycling Toters	report due back from the Ordinance Committee with a proposed Ordinance Change	15-Jul-13
6/10/2013	Resolution: City Attorney Constitutional Analysis of No Trespass Ordinance for Church Street Marketplace June 12, 2012	have the Ordinance Committee review Attorney John Franco's issues	not-specified
6/24/2013	Communication: John L. Franco, Jr., re: CSM Trespass Authority Ordinance Opinion Supplement	referred to the Ordinance Committee	not-specified
6/24/2013	Communication: City Attorney Blackwood, re: Livable Wage Rates for FY 2014	referred to the Ordinance Committee	not-specified

AUTHORIZATION TO ENTER INTO
PURCHASE AND SALE AGREEMENT
WITH THE VISITING NURSE ASSOCIATION
Re 28 ARCHIBALD STREET

In the year Two Thousand Thirteen.....

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

That WHEREAS, Archibald Neighborhood Garden, located at 28 Archibald Street, has served as a community garden for many years; and

WHEREAS, the land for the garden has been owned and leased by the Visiting Nurses Association (“VNA”) and recently the Department of Parks and Recreation has been negotiating a Purchase and Sale Agreement wherein the City would buy the property for the purpose of preserving this parcel as a community garden for years to come; and

WHEREAS, the land was appraised for \$85,000 last year and the parties have agreed to a purchase price of \$85,000 subject to a reappraisal for same; and

WHEREAS, in order to gain the time needed secure its financing for the purchase, the City has negotiated a closing date of December 15, 2013 and will agree to cover up to \$2,000 of the VNA’s carrying costs from July 15, 2013 to December 15, 2013 in order to allow for the delayed closing; and

WHEREAS, the Board of Finance, at its meeting on July 8, 2013, reviewed and unanimously recommended that the City Council authorize Mayor Miro Weinberger to execute a Purchase and Sale Agreement for an amount not to exceed an \$85,000 purchase price plus carrying costs not to exceed \$2,000 to be included at closing, subject to the prior review and approval of the City Attorney;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes Mayor Miro Weinberger to execute a Purchase and Sale Agreement for an amount not to exceed an \$85,000 purchase price plus carrying costs not to exceed \$2,000 to be included at closing, subject to the prior review and approval of the City Attorney.

REORGANIZATION OF POSITIONS AT BURLINGTON CITY ARTS
TO ELIMINATE OFFICE ASSISTANT II POSITION
AND TO CREATE VISITOR SERVICE COORDINATOR
AND GALLERY EDUCATOR POSITION

In the year Two Thousand Thirteen.....

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

That WHEREAS, the of Director of Burlington City Arts has requested the reorganization of a full-time regular Office Assistant II, grade 12 position to a full-time regular service Visitor Services Coordinator and Gallery Educator, Grade 16 to account for the changes in the position over the years; and

WHEREAS, the position of Office Assistant II has grown over the 8 years in terms of duties and expectations by staff, audiences, and the general public so that the person in the position is now responsible for helping to increase BCA's program accessibility and connections to a more diverse audience by creating a welcoming experience to the center, deepening audiences' understanding and awareness of gallery exhibitions and all other BCA programs, managing a visitor tracking system and generating admission reports to inform education and development activities, creating visitor information guides and coordinating art educational tours for children and adults, and managing all of the training of volunteers, interns and docents; and

WHEREAS, the Office Assistant II position is currently graded in the Modified Willis Compensation System as a grade 12 and the incumbent is currently a step 10, such that the current annual salary of the position is \$39,986.46; and

WHEREAS, the requested Visitor Services Coordinator and Gallery Educator position was assessed in the same compensation system as a grade 16 and the incumbent, pursuant to § 5.4.b of the City's compensation policy, should be placed at step 1 of the new grade, such that there would be a corresponding annual salary of \$44,018.04; and

WHEREAS, the increase in annual salary of \$4031.58 was approved as part of the FY 2014 budget; and

WHEREAS, on July 8, 2013 this request was presented to the Board of Finance by BCA and the Human Resources Departments and the Board unanimously approved recommending the reorganization of this position to the City Council through the creation of a new BCA Visitor Services Coordinator and Gallery Educator position and the elimination of the BCA Office Assistant II;

REORGANIZATION OF POSITIONS AT BURLINGTON
CITY ARTS TO ELIMINATE OFFICE ASSISTANT II
POSITION AND TO CREATE VISITOR SERVICE
COORDINATOR AND GALLERY EDUCATOR
POSITION

NOW, THEREFORE, BE IT RESOLVED that the Burlington City Arts Department is reorganized by eliminating one full-time regular Office Assistant II Position, Grade 12 and creating one full-time regular Visitor Services Coordinator and Gallery Educator, Grade 16, within the Willis pay scale; and

BE IT FURTHER RESOLVED that the changes shall be effective as of the date of City Council approval.



**HUMAN RESOURCES
DEPARTMENT**
City of Burlington

179 South Winooski Avenue, Burlington, VT 05401

Voice (802) 865-7145
Fax (802) 864-1777
Vermont Relay: call 711
or 800-253-0191

To: Board of Finance

**From: Julie Hulburd, HR Generalist
Susan Leonard, Director of Human Resources**

Date: June 24, 2013

**Re: Reorganization – Elimination of the BCA Office Assistant II position, Creation of
Visitor Services Coordinator and Gallery Educator position**

We respectfully bring forward and recommend the reorganization of Burlington City Arts to include the elimination of a full-time, regular Office Assistant II position and the creation of a full-time, regular Visitor Services Coordinator and Gallery Educator as requested by Director, Doreen Kraft.

The Office Assistant II position is currently graded in the Modified Willis Compensation System as a grade 12. The incumbent is currently a step 10, with a corresponding annual salary of \$39,986.46. The Visitor Services Coordinator and Gallery Educator position was assessed at a grade 16 in the modified Willis Classification System. As per City compensation policy 5.4, b., the incumbent will be placed at step 1 of the new grade, with a corresponding annual salary of \$44,018.04. Director Kraft has indicated that the \$4031.58 addition to salary was requested and approved as part of the FY14 budget process.

Attached please find supporting documentation for the above requests including; current organizational chart, updated organizational chart, position job descriptions, Director Kraft's memo and comment on FY14 budget impact. If approved, the above reorganization will be effective following City Council approval and upon Mayoral signature of the resolution.

Thank you for your consideration.



135 Church Street
Burlington, VT 05401
P 802 865 7166
F 802 865 5839
BURLINGTONCITYARTS.ORG

June 24th, 2013

Dear Finance Board and City Council,

BCA respectfully requests the reclassification of our Office Assistant II to Visitor Services Coordinator. This reclassification would move from a Grade 12 step 10 at \$39,986 to a Grade 16 step 1 at \$44,018. The difference of \$4,032 has been accounted for in our FY14 budget with a commitment to increased fundraising.

The position of office assistant II has grown over the 8 years of operation at the BCA Center in duties and expectations by staff, audiences and the general public. In earlier years, much more activity was managed by phone and now increasingly by face to face interaction where information and early engagement begins. This is foundational as we seek to increase accessibility in both programming and for a more diverse audience.

This position is responsible for creating a welcoming experience to our center and deepening the audience's understanding and awareness of both gallery exhibitions and all BCA programs. Additionally they manage a visitor tracking system and do admission reports which inform education and development. This position also creates the visitor information guides and sets up art educational tours for children and adults. Visitor Services is now responsible for all training of volunteers, interns and docents.

Tasks in the earlier iteration of this position have been assumed by our executive assistant.

Thank you for your consideration.

Respectfully,

Doreen Kraft
Executive Director

BOARD OF DIRECTORS

President
Daniel J. Harvey

Vice President
Beth Montuori Rowles

Secretary
Lee Bouvea

Treasurer
Cathy Attig

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Michael Monte

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Sanjay Sharma

Pascal Spengemann

Leslie Black Sullivan

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Penrose Jackson

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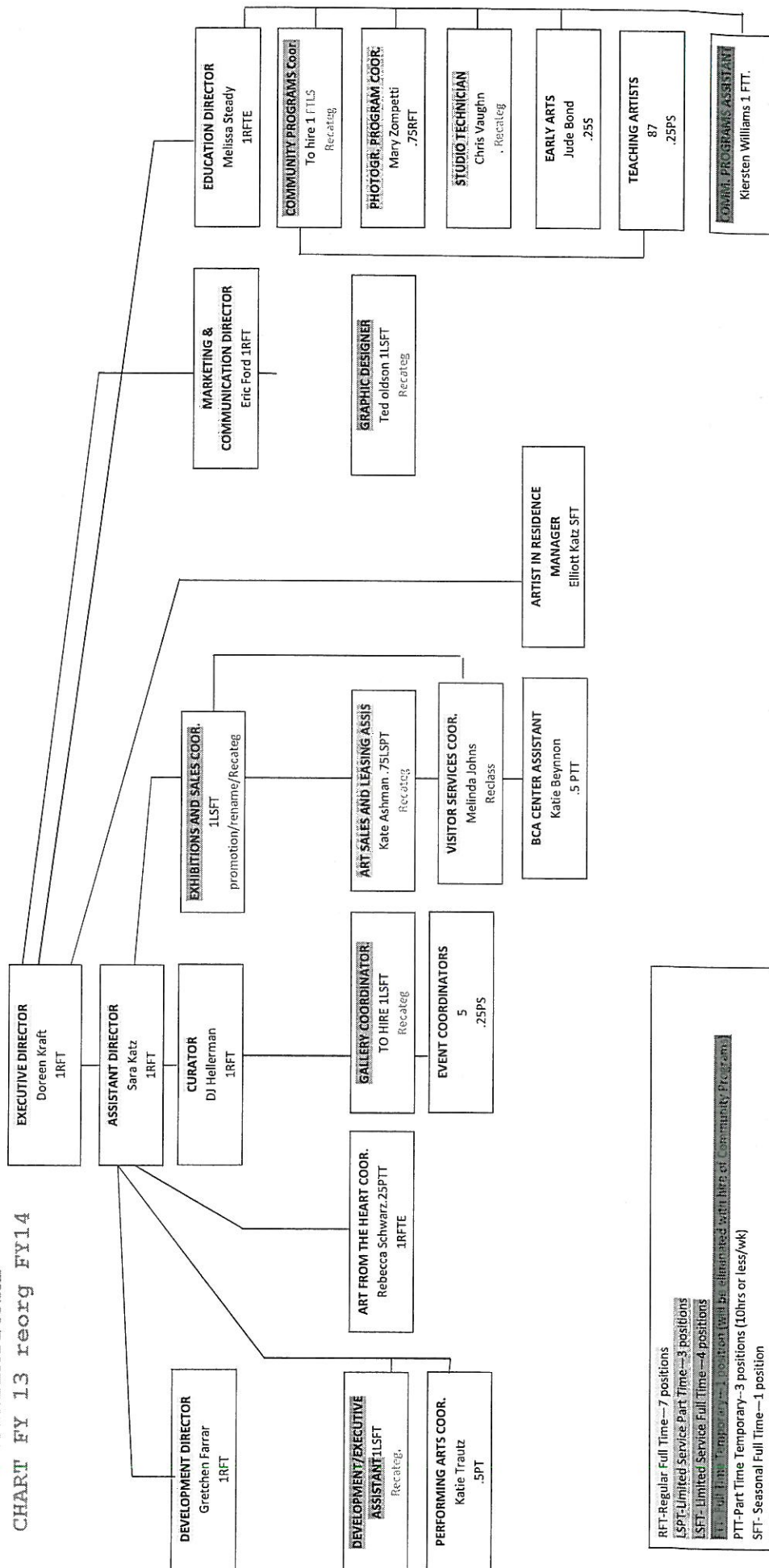
Christine Stiller

EXECUTIVE DIRECTOR

Doreen Kraft

BEFORE

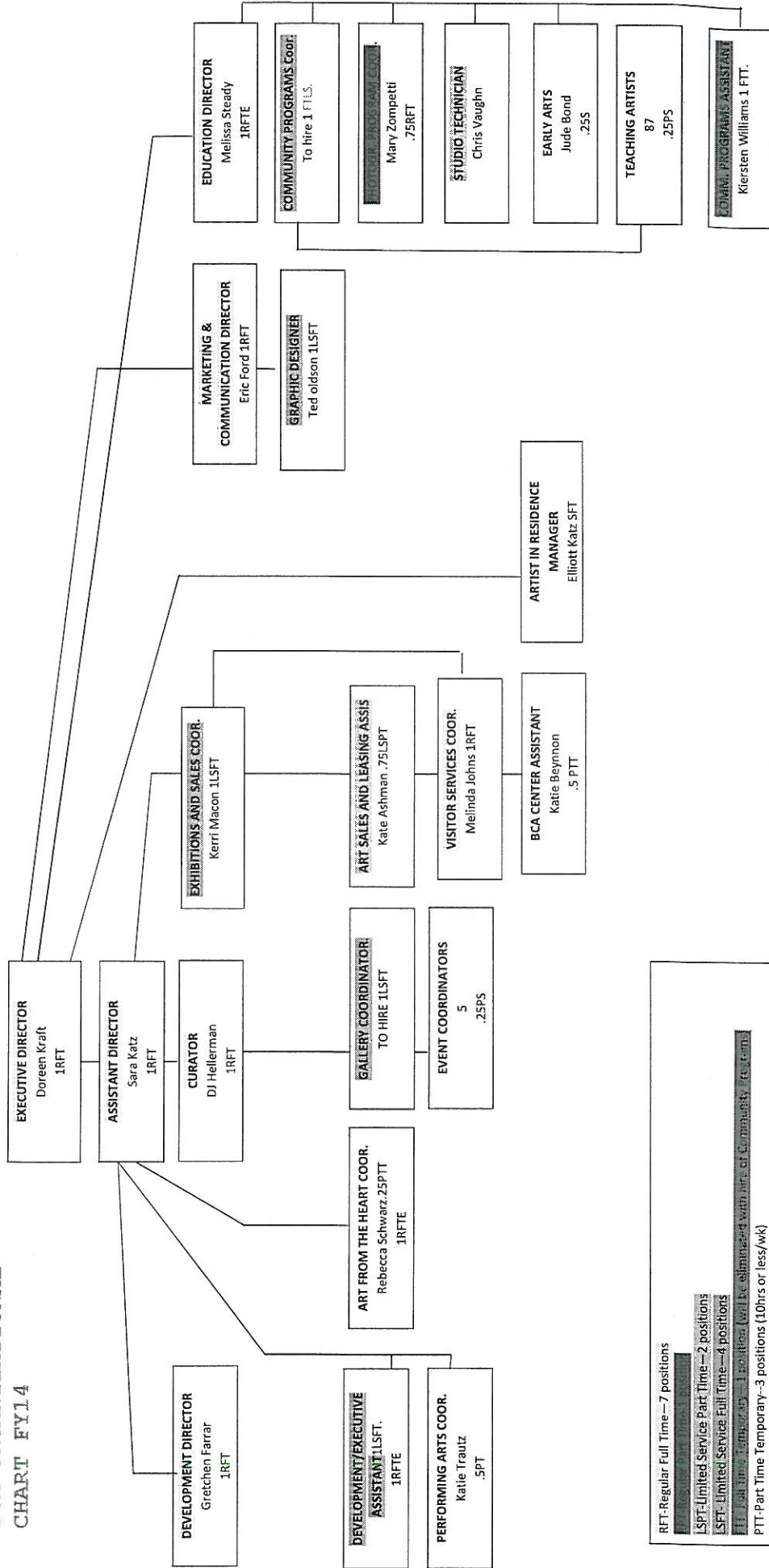
BCA ORGANIZATIONAL CHART FY 13 reorg FY14



RFT-Regular Full Time—7 positions
LSPT-Limited Service Part Time—3 positions
LSFT-Limited Service Full Time—4 positions
FT-Full Time—1 position (will be eliminated with hire of Community Program)
PTT-Part Time Temporary—3 positions (10hrs or less/wk)
SFT- Seasonal Full Time—1 position
PS- Part Time Seasonal—92 positions
Red text- Gallery Reorg
Blue text- Limited Service to Regular classification needed between August 2013 and Dec 2015

AFTER

BCA ORGANIZATIONAL CHART FY14



RFT-Regular Full Time—7 positions
 LSPT-Limited Service Part Time—2 positions
 LSFT-Limited Service Full Time—4 positions
 PTT-Part Time Temporary—1 position will be eliminated with hire of Community Program
 PTT-Part Time Temporary—3 positions (10hrs or less/wk)
 SFT- Seasonal Full Time—1 position
 PS- Part Time Seasonal—92 positions

City of Burlington Job Description

Position Title: Visitor Services Coordinator and Gallery Educator

Department: Burlington City Arts

Reports to: Director of BCA

Pay Grade: 16

Job Code:

Exempt/Non-Exempt: Non-Exempt

Union: Non-union

General Purpose: This position is responsible for providing a welcoming, engaging experience for all BCA constituents and ensuring access of BCA exhibitions to a diverse audience.. In addition, this position manages BCA Center's tour operation and frontline staff with a focus on customer service and visitor engagement. This position also develops, coordinates, manages and implements the gallery education program, "See Think Do!" at the BCA Center.

Essential Job Functions: (This section outlines the fundamental job functions that must be performed in this position. The "Qualifications/Basic Job Requirements" and the "Physical and Mental/Reasoning Requirements and Work Environment" state the underlying requirements that an employee must meet in order to perform these essential functions. In accordance with the Americans with Disabilities Act, reasonable accommodations may be made to qualified individuals with disabilities to perform the essential functions of the position.)

- Greet visitors upon entrance to the BCA Center, providing a friendly and accessible environment and effective communications when exiting center.
- Provide knowledgeable assistance in response to requests for information via phone, email, or direct contact about BCA, the BCA Center and direct public to BCA's website for information, updates and social media links and online class registrations.
- Maintain comprehensive knowledge of current BCA mission, practices, services, programming and events, including artist opportunities, membership, community programs, and employment opportunities to effectively communicate information to the public.
- Directly recruit, train and manage all BCA Center gallery docents and volunteers as well as one Gallery Assistant.
- Create a series of seminars to support docent learning, and implement procedures to evaluate docent tours and coordinate and execute docent appreciation events.
- Ensure that operations systems, staff and docents are in place for BCA Center activities.
- Open and close exhibitions at the BCA Center and post daily sign of programs and events. Perform daily condition reports of exhibitions and maintain security of the work
- Develop and execute gallery education *See Think Do!* curriculum including, activities guide for each exhibit, program evaluations, train education staff and contractors, order materials and promote programs through community outreach.
- Assist Education department with class registrations, phone, online, or walk-in.
- Learn and maintain a working knowledge of and proficiency in current registration

software and attend training sessions required.

- Define strategic goals as they relate to visitor services.
- Implement visitor tracking systems, and provide regular admissions reports and special reports to Education, Communications and Assistant and Executive Directors.
- Collaborate with Education Director, Curator, Development Director and Communication Director to devise and implement evaluations and assessments of the BCA Center's facilities, tours, gallery education program and frontline staff, with a focus on improving visitor experience.
- Develop and update policies, procedures and materials to support visitor service standards, enhance safety, traffic flow, access to the site and its programs and visitor satisfaction.
- Collaborate with BCA Education Director for gallery education programming and schedule all BCA Center tours and education programs.
- Oversee all group tour operations and conduct tours for visitors, communicate with diverse audiences and engage visitors in gallery discussions that promote skills for looking at thinking through art.
- Promote and instruct on use of the gallery audio tour.
- Maintain BCA print publications display for current programming and exhibitions
- Oversee gallery sales of exhibition catalogues, posters, and gallery merchandise including record keeping, cash handling and inventory management.
- Assist with special events and gallery installations and openings as needed.

Qualifications/Basic Job Requirements:

- Bachelor's Degree in Art, Education or related field.
- Two years experience in developing programming, development, or visitor services required.
- Experience in non-profit organizations preferred.
- Proficiency with database entry, tracking systems and reporting preferred.
- Outstanding customer service and communications skills required.
- Ability to clearly and effectively communicate.
- Ability to adjust to flexible work assignments and hours.
- Ability to work nights and weekends on occasion as required.
- Ability to maintain positive work relationships in a busy environment.
- Ability to maintain a high quality volunteer experience.
- Must possess and maintain valid Vermont Driver's license.
- Ability to multi-task.
-

Physical & Mental/Reasoning Requirements; Work Environment:

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

Office Assistant II - BCA

Page 3 of 3

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> seeing | <input checked="" type="checkbox"/> ability to move distances | <input checked="" type="checkbox"/> lifting (specify) |
| <input checked="" type="checkbox"/> color perception | within and between | <input type="checkbox"/> 25 pounds |
| (red, green, amber) | warehouses/offices | <input checked="" type="checkbox"/> carrying (specify) |
| <input checked="" type="checkbox"/> hearing/listening | <input checked="" type="checkbox"/> climbing | <input type="checkbox"/> 25pounds |
| <input checked="" type="checkbox"/> clear speech | <input type="checkbox"/> ability to mount and | <input checked="" type="checkbox"/> driving (local/over |
| <input checked="" type="checkbox"/> touching | dismount forklift/truck | the road) |
| <input type="checkbox"/> dexterity | <input type="checkbox"/> pushing/pulling | |
| <input type="checkbox"/> hand | | |
| <input type="checkbox"/> finger | | |
| <input type="checkbox"/> reading - basic | <input type="checkbox"/> math skills - basic | <input checked="" type="checkbox"/> analysis/comprehension |
| <input checked="" type="checkbox"/> reading - complex | <input checked="" type="checkbox"/> math skills - complex | <input checked="" type="checkbox"/> judgment/decision |
| <input type="checkbox"/> writing - basic | <input type="checkbox"/> clerical | making |
| <input checked="" type="checkbox"/> writing - complex | | |
| <input type="checkbox"/> shift work | <input type="checkbox"/> outside | <input type="checkbox"/> pressurized equipment |
| <input checked="" type="checkbox"/> works alone | <input type="checkbox"/> extreme heat | <input type="checkbox"/> moving objects |
| <input checked="" type="checkbox"/> works with others | <input type="checkbox"/> extreme cold | <input checked="" type="checkbox"/> high places |
| <input checked="" type="checkbox"/> verbal contact w/others | <input type="checkbox"/> noise | <input type="checkbox"/> fumes/odors |
| <input checked="" type="checkbox"/> face-to-face contact | <input type="checkbox"/> mechanical equipment | <input type="checkbox"/> hazardous materials |
| <input checked="" type="checkbox"/> inside | <input type="checkbox"/> electrical equipment | <input type="checkbox"/> dirt/dust |

Supervision:

Directly Supervises: _____ Indirectly Supervises: _____

Disclaimer:

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

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Revised (1/2003)

Classification Scores
November 5 2012

Marketing Assistant			
Knowledge & Skills	E2K		212
Mental Demands	D2F		35
Accountability	C1N		26
Working Conditions	L1B		7
Total			280
Classification	Regular Full-Time Grade 16		

1
2 **Resolution Relating to**

RESOLUTION

Sponsor(s): Councilors Shannon,
Bushor, Aubin, Knodell: Bd. of Finance

Introduced: _____

Referred to: _____

Action: _____

Date: _____

Signed by Mayor: _____

3
4
5
6 PARKING AGREEMENT
7 RE METER HOOD PERMITS
8 WITH CATAMOUNT/VAN NESS, LLC
9 AT THE BROWN'S COURT LOT

10
11
12 **CITY OF BURLINGTON**

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, Catamount/Van Ness LLC is constructing a hotel at 151 St. Paul Street and 101 Main
18 Street in Burlington, Vermont (hereinafter "Project"); and

19 WHEREAS, in order to build the Project, Catamount/Van Ness LLC has had to displace various
20 tenants of private parking spots previously located at the 151 St. Paul St. and 101 Main Street property;
21 and

22 WHEREAS, the City owns a nearby metered municipal parking lot at King Street, located between St. Paul
23 Street and Brown's Court (hereinafter "Brown's Court lot"); and

24 WHEREAS, under the City's Code of Ordinances (Sec. 27-33), permits for meter hoods may be secured
25 from the Public Works Department – Traffic Division for use due to "construction, repair, or maintenance work on
26 abutting or nearby properties"; and

27 WHEREAS, Catamount/Van Ness LLC needs to provide for guaranteed 24 hour parking for the 15 parking
28 tenants who have been displaced by the construction and acknowledges that the cost to the City for relinquishing 15
29 metered parking spaces at the Brown's Court lot certainly exceeds the revenues forgone from each of the meters but
30 feels that the \$20.00 per day rate as set by the ordinance is an exorbitant cost for a long term project to have to
31 incur; and

32 WHEREAS, only City Council is authorized to waive any portion of the meter hood permit fee of \$20.00
33 per day for a 24 hour meter hood; and

34 WHEREAS, the Board of Finance, at its meeting on July 8, 2013, reviewed and unanimously
35 recommended that City Council waive half of the \$20.00 fee for all 24 hour meter hood permits issued pursuant to
36 the attached Parking Agreement and authorizes Mayor Miro Weinberger to execute said Parking Agreement,
37 subject to the review and approval of the City Attorney;

38 NOW, THEREFORE, BE IT RESOLVED that the City Council hereby waives half of the \$20.00 fee for
39 all 24 hour meter hood permits issued pursuant to the attached Parking Agreement and authorizes Mayor Miro
40 Weinberger to execute said Parking Agreement, subject to the review and approval of the City Attorney.

PARKING AGREEMENT re METER HOOD PERMITS
WITH CATAMOUNT/VAN NESS LLC.
July 16, 2013 -- July 15, 2014

This PARKING AGREEMENT relating to the issuance of specific METER HOOD PERMITS 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 CATAMOUNT/VAN NESS LLC, a Vermont Corporation with its principal offices in Burlington, Vermont (hereinafter "Catamount").

WHEREAS, Catamount is constructing a hotel at 151 St. Paul Street and 101 Main Street in Burlington, Vermont (hereinafter "Project"); and

WHEREAS, in order to build the Project, Catamount has had to displace various tenants of private parking spots previously located at the 151 St. Paul St./101 Main Street property; and

WHEREAS, the City owns a nearby metered municipal parking lot at King Street, located between St. Paul Street and Brown's Court (hereinafter "Premises"); and

WHEREAS, under the City's Code of Ordinances (Sec. 27-33), permits for meter hoods may be secured from the Public Works Department – Traffic Division (hereinafter "DPW") for use due to "construction, repair, or maintenance work on abutting or nearby properties"; and

WHEREAS, Catamount needs to provide for guaranteed 24 hour parking for the 15 parking tenants who have been displaced by the construction and acknowledges that the cost to the City for relinquishing 15 metered parking spaces at the Premises certainly exceeds the just the revenues forgone from each of the meters but feels that the \$20.00 per day rate as set by the ordinance is an exorbitant cost for a long term project to have to incur; and

WHEREAS, only City Council is authorized to waive any portion of the meter hood permit fee of \$20.00 per day for a 24 hour meter hood.

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the above and the mutual covenants contained herein, the CITY and CATAMOUNT enter into the following Meter Hood Agreement:

1. **TERM**

This agreement shall become effective upon full execution of this Agreement, with the commencement of the term of this agreement relating back to and beginning on July 16, 2013 and continuing until its termination on July 15, 2014, subject to the revocation provisions as per Section 6 below. Said agreement may be extended month to month as approved by DPW. Such approval shall not be unreasonably withheld.

2. **PARKING METERS**

Redstone shall have the right to utilize and assign 15 designated metered parking spaces at the Premises, as depicted on Exhibit A, for the duration of this Agreement, in order to facilitate the construction project at 151 St. Paul Street and 101 Main St. and shall pay the fee set forth in Section 7 below, which constitutes a substitution for the fee set forth in Section 27-33 of the Burlington Code of Ordinance. Catamount shall comply with all other provisions of said ordinance and all permits issued in accordance therewith, including but not limited to the provisions on parking bans. The City, by and through DPW, shall provide meter bags as set forth in said ordinance, subject to the provisions herein.

3. **PARKING METER HOOD FEE**

There shall be a parking meter hood permit fee of \$10.00/day/meter (including Sundays and Holidays) for each meter hood issued for the term hereof. This fee results from City Council waiver of \$10.00 of the \$20.00 daily fee for each 24 hour meter hood issued pursuant to permits encompassed under this agreement. These fees shall be billed and paid in advance for use each month.

4. REVOCATION

This Agreement and the license granted herein shall be immediately revoked should Redstone discontinue use of the Premises. The parties acknowledge and understand that the Premises may be sold during the term of this Agreement, but that the City will condition any sale with provision that the City maintain a ground lease whereby the Premises will be continued as a metered parking lot encumbered by this Agreement until construction on the Premises officially commences (at which point such use and this Agreement shall be discontinued). This Agreement therefore shall be revocable by the City upon 30 days written notice of the date of construction commencement. Additionally, this Agreement shall also be revocable by the City upon 15 days written notice of a breach of the terms and conditions of this Agreement; Catamount shall have the right to cure said breach(es) within said 15 days, such cure being subject to the approval of DPW which shall not be unreasonably withheld.

5. INSURANCE

Catamount 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 for each occurrence and \$2,000,000 general aggregate. The City shall be named as an additional insured on such insurance policy.

- a. Prior to the execution of the Agreement, Catamount shall furnish the City with a certificate of insurance which shall include the provision that the City is named as an additional insured and shall be given 30 days written notification prior to cancellation of such insurance. The certificate shall be attached to this Agreement as Exhibit B.

- b. It is the responsibility of Catamount to ensure that a current certificate of insurance is on file with the City at all times. Failure to furnish and maintain a current certificate of insurance on file with the City will result in an immediate revocation of this license, notwithstanding the above provision related to revocation for breach of this Agreement.

6. INDEMNIFICATION

Catamount agrees to indemnify, defend, and hold the City harmless and free from liability arising out of Catamount's use of the Premises under this Agreement including specifically any and all claims made by any individual or entity assigned one of the 15 metered spaces under this agreement from and 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 the Premises.

7. NUISANCES PROHIBITED

Catamount shall not, during the term of this Agreement, on or in the Premises maintain, commit, or permit the maintenance or commission of any nuisance or violation of any applicable City ordinance, State or Federal statute, or controlling bylaw, code, regulation or condition whether existing at the time of commencement of this Agreement or enacted, amended, or otherwise put into effect during the term of this Agreement. Nor shall Catamount act in a way or permit an action that constitutes a public nuisance upon the Premises.

8. LIMITATION OF RIGHTS

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

9. WAIVER

No waiver of a breach of any of the covenants, agreements or provisions contained in this Agreement shall be construed to be a waiver of any subsequent breach of the same or of any other provision in the Agreement.

10. **ENTIRE AGREEMENT**

This Agreement as appended to all Meter Hood permits issued hereunder shall be deemed as containing the entire understanding of the parties with respect to the subject matter hereof.

11. **WRITING REQUIRED**

No change, amendment or modification of this Lease Agreement shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns.

DATED at Burlington, Vermont this ____ day of _____, 2013.

CITY OF BURLINGTON

Witness By: _____
Miro Weinberger, Mayor
Duly Authorize

Catamount/Van Ness LLC

Witness By: _____
Duly Authorized Agent

lb/rwh/ CEDO, DPW – Parking Agreement re Meter Hood Permits with Catamount, Van Ness, LLC, Brown's Ct. Lot

Z

Brown's Lot

10Hr. Brown

40-10Hr.

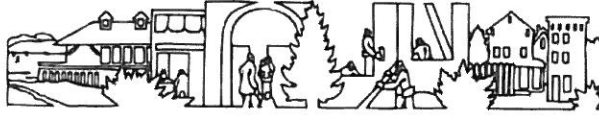


7 Double Bags

1 Single Bag

Z19	Z40
Z17 - Z18	Z38 - Z39
Z15 - Z16	Z36 - Z37
Z13 - Z14	Z34 - Z35
Z11 - Z12	Z32 - Z33
Z9 - Z10	Z30 - Z31
Z7 - Z8	Z28 - Z29
Z5 - Z6	Z26 - Z27
Z3 - Z4	Z24 - Z25
Z1 - Z2	Z22 - Z23
HCAP	Z20 - Z21
HCAP	

King St.



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

149 CHURCH STREET • ROOM 32 • CITY HALL • BURLINGTON, VT 05401

(802) 865-7144 • (802) 865-7024 (FAX)

www.burlingtonvt.gov/cedo

Date: July 3, 2013
To: Burlington City Council – Board of Finance
From: Nathan Wildfire, CEDO
CC: Mayor Miro Weinberger
David White, Planning and Zoning
Steve Goodkind, DPW
Pat Buteau, DPW
Peter Owens, CEDO

Subject: **Communication on Parking Agreement re Meter Hood Permits With Catamount/Van Ness LLC, July 16, 2013 – July 15, 2014**

Catamount/Van Ness LLC. (with Redstone a lead partner) is currently constructing a hotel at 101 Main Street and 151 St. Paul Street in Burlington, Vermont. The hotel's total development cost is \$35,000,000, with the following fees received by the City:

- Building permit fees: \$245,000
- Zoning fees: \$270,000
- Impact fees: \$260,000

City/State Incremental Property Taxes will total \$500,000 annually, of which the City can capture 75% for TIF debt service payments. Gross Receipts Taxes will equal \$660,000 in year, increased by 25% in year 2 and beyond. The project brings an estimated 200 construction jobs, with 50 full-time employees and 25 part-time employees, totaling \$1,500,000 in payroll.

Construction has displaced 101 parking spaces, mostly used by TD bank employees, Champlain Housing Trust employees, and residents of the Hines Lofts. Redstone has successfully found 86 nearby parking spaces to lease during construction, filling the vacancies at Court House Plaza and the Eagles Club, for example. They still need to find temporary parking for the residents of the Hines Lofts. Those cars are currently still on site, slowing down construction which will ultimately delay the completion of the project, and the month in which the project enters the tax rolls.

Redstone would like to lease (via meter bags) 15 spaces at the Brown's Court lot, for the duration of their construction, estimated to take between 8 and 12 months. The maximum potential revenue each space currently generates is \$4.00 per day. They are seeking approval to pay **\$10.00 per day**, per space. The lot is used regularly, but has vacancy most days, between 5 and 25 spaces, depending on time of day.

At 26 days per month of enforcement, the 15 spaces in question are capable of generating \$12,440 of revenue over 8 months, but due to vacancy generate some amount less than that. For the same duration, Redstone will pay the City **\$31,200, a minimum increase of \$18,760.**

Please feel free to contact me directly at 802-865-7179 or nwildfire@burlingtonvt.gov if you would like to discuss this agreement in advance of the Board of Finance or Council meeting.

Sincerely,

Nathan Wildfire
CEDO, Assistant Director of Economic Development

1
2 **Resolution Relating to**
3

RESOLUTION

Sponsor(s): Councilors Blais,
 Ayres: License Com.

Introduced: _____

Referred to: _____

Action: _____

Date: _____

Signed by Mayor: _____

4
5
6 AUTHORIZATION TO ENTER INTO LICENSE AGREEMENT
7 TO MAINTAIN A BENCH AND PLANTERS ON A
8 PORTION OF THE CITY'S RIGHT-OF-WAY WITH
9 AMERICAN FLATBREAD
10

11
12 **CITY OF BURLINGTON**
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, THIRD PLACE, INC. d/b/a AMERICAN FLATBREAD BURLINGTON HEARTH
18 of Burlington, Vermont (hereinafter AMERICAN FLATBREAD) is an establishment doing business in a
19 commercial building located at 117 St. Paul Street. in the City of Burlington, Vermont; and

20 WHEREAS, AMERICAN FLATBREAD desires to place one bench and 3 planters in the public
21 right-of-way in front of its establishment at 117 St. Paul Street; and

22 WHEREAS, AMERICAN FLATBREAD wishes to enter into a License Agreement with the City
23 for such bench and planters; and

24 WHEREAS, the placement of the respective bench and planters has been reviewed and approved
25 by the Department of Public Works with conditions to address public safety concerns; and

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

29 NOW, THEREFORE, BE IT RESOLVED that this City Council hereby authorizes AMERICAN
30 FLATBREAD to place one bench and 3 planters covering an area of 72 sq. ft. on a portion of the public
31 right-of-way adjacent to its establishment at 117 St. Paul Street as indicated in and pursuant to its License
32 Agreement upon entering into the License Agreement in substantially the form attached hereto; and

33 BE IT FURTHER RESOLVED that Mayor Miro Weinberger be and hereby is authorized to
34 execute a License Agreement, in substantially the form attached, on behalf of the City of Burlington for a
35 term commencing on the date of execution of the License Agreement and terminating on April 30, 2014.
36

LICENSE AGREEMENT FOR BENCH AND PLANTERS
AMERICAN FLATBREAD
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 THIRD PLACE, INC. d/b/a AMERICAN FLATBREAD BURLINGTON HEARTH, a commercial establishment located at 115 St. Paul Street, Burlington, Vermont (hereinafter AMERICAN FLATBREAD or LICENSEE).

WHEREAS, the CITY owns property, including the street and sidewalk right-of-way adjacent to 115 St. Paul Street; and

WHEREAS, AMERICAN FLATBREAD stated in its application (attached hereto as Exhibit A) that it wishes to place one bench on the sidewalk area in front of the building at 115 St. Paul Street at curbside between two proposed planters; and an additional planter at curbside to the right of the city's traffic signal as per the diagram attached as Exhibits C-1 and C-2; and

WHEREAS, AMERICAN FLATBREAD has stated in its permit application that the bench and planters will cover a 72 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 AMERICAN FLATBREAD enter into the following License Agreement:

1. TERM

The CITY grants to AMERICAN FLATBREAD (hereinafter LICENSEE) a license to place one bench, and three (3) planters on the sidewalk area in front of the building at 115 St. Paul Street, at curbside on the public right-of-way adjacent to 115 St. Paul St. covering a 72 sq. ft. area 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 a bench and planters on the public right-of-way (hereinafter referred to as the premises) for the standard purposes of same. Licensee must ensure that the sidewalk area is kept clear and at all times there is a 10 ft. right-of-way for pedestrian traffic. The bench and planters are to be kept on curbside. A copy of the approved plan is attached hereto as Exhibits C-1 and C-2.

3. MAINTENANCE

- a. LICENSEE shall maintain the bench and planters in proper condition.
- b. LICENSEE shall be responsible for the maintenance and upkeep of the bench and planters and any damage to the bench and planters is solely the responsibility of LICENSEE. Should LICENSEE fail to maintain the bench and planters, 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 bench and planters shall be placed in accordance with all conditions set by the Department of Public Works (attached hereto as Exhibit C-1 and C-2) and shall not impede the CITY'S ability to maintain the road, sidewalk, parking meters or greenbelt.

- d. The bench and planters 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 bench and planters. 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 bench and planters 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 any 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. The certificate of insurance shall be provided annually on or before its stated expiration. 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 bench and planters.

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 _____,

2013.

CITY OF BURLINGTON

Witness

By: _____
Miro Weinberger, Mayor
Duly Authorized

THIRD PLACE, INC.
d/b/a AMERICAN FLATBREAD
BURLINGTON HEARTH

Witness

By: _____
Duly Authorized

lb/c: GM 2013/License Agree for Encumbrance – American Flatbread, 115 St. Paul St. (Bench, Planters) 2013 7/9/13



JUN - 6 2013

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: AMERICAN Flatbread DATE: 5/15/13
CONTACT NAME: Karen Howard PHONE: 861-2999
MAILING ADDRESS: 115 St. Paul St. FAX: 861-2556
Burlington, VT 05401 EMAIL: tracy@flatbreadhearth.com

DBA NAME: AMERICAN Flatbread Burlington Hearth
COMPANY: Third Place Inc.
LOCATION OF ENCUMBRANCE: 115 St. Paul 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):

Description: Install an 8' commercial grade bench similar to
those now being used in City Hall Park.
Install three flower planter containers. One to go
on either side of the bench & one to go next
to street light near the cross walk.

Total Square Feet (\$1.00 per SF): 72

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: \$97.00

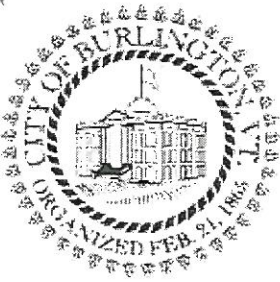
Signature: _____

Date: 5/15/13

For office use only: Amount received \$ 97.00 on 5/16
Sent to DPW: 5/16 Sent to Attorney: 6/6

Check # 19160

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: AMERICAN

DATE: Thursday, May 16, 2013

COMPANY: THIRD PLACE INC

PHONE: 802-861-2999 802-338-2589

LOCATION: 115-117 ST PAUL STREET

FAX:

MAILING ADDRESS: TRACY HOWARD
115-117 ST PAUL STREET
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:

4. A 72 square foot placement of INSTALL A 8' COMMERCIAL GRADE BENCH SIMILAR TO THOSE NOW BEING USED IN CITY HALL PARK. INSTALL THREE FLOWER PLANTERS CONTAINERS.

DEPARTMENT OF PUBLIC WORKS

Approved? Yes ☒

No ☐

Explain:

BIKE RACK LOCATION & CLARK AREA
BENCH WILL NOT INTERFERE W/
PEDESTRIAN ROW

Signature

Ron Gore

Date:

06/06/13

Exhibit B





Exhibit C-2



CERTIFICATE OF LIABILITY INSURANCE

THIRPLA-01

RWF

DATE (MM/DD/YYYY)

4/15/2013

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 Hickok & Boardman, Inc. - BUR 346 Shelburne Road PO Box 1064 Burlington, VT 05402-1064		(802) 658-3500	CONTACT NAME: Robin W Faraone PHONE (A/C, No, Ext): (802) 383-1663 FAX (A/C, No): (802) 658-0541 E-MAIL ADDRESS: rfaraone@hbinsurance.com																					
INSURED Third Place Inc dba American Flatbread Burlington Hearth 115 St. Paul St. Burlington, VT 05401-		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td colspan="2">INSURER A: Patriot Insurance Company</td><td>32069</td></tr><tr><td colspan="2">INSURER B: Technology Ins Co Inc</td><td></td></tr><tr><td colspan="2">INSURER C:</td><td></td></tr><tr><td colspan="2">INSURER D:</td><td></td></tr><tr><td colspan="2">INSURER E:</td><td></td></tr><tr><td colspan="2">INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Patriot Insurance Company		32069	INSURER B: Technology Ins Co Inc			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		CPP6055270	4/7/2013	4/7/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> 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			BA6055270	4/7/2013	4/7/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		CPP6055270	4/7/2013	4/7/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC3353240	4/7/2013	4/7/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Tenants Improvements			CPP6055270	4/7/2013	4/7/2014	Special/RC \$716,766
A	Liquor Liability			CPP6055270	4/7/2013	4/7/2014	\$1,000,000

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

Re: Permit. City of Burlington is additional insured for general liability coverage ATIMA for the Bench and Planters in front of 115 St. Paul St..

CERTIFICATE HOLDER**CANCELLATION**

City of Burlington, Clerk Treasurer's Office Attn: Amy Bovee Encumbrance Application Dept. 149 Church Street Burlington, VT 05401	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

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Exhibit D



INSURER: PATRIOT INSURANCE COMPANY

NAMED INSURED
THIRD PLACE, INC.

POLICY NO.
CPP6055270

POLICY TERM
04/07/2013 - 04/07/2014

AGENT NO.
0440059

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**Additional Insured --
Designated Person Or Organization**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
CITY OF BURLINGTON, CLERK TREASURER'S OFFICE ENCUMBRANCE 149 CHURCH ST BURLINGTON, VT 05401-8429
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 additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

Exhibit E



INSURER: PATRIOT INSURANCE COMPANY

NAMED INSURED
THIRD PLACE, INC.

POLICY NO.
CPP6055270

POLICY TERM
04/07/2013 - 04/07/2014

AGENT NO.
0440059

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Extended Name Endorsement

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL INLAND MARINE COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE FORM
COMMERCIAL CRIME COVERAGE FORM
GARAGE LIABILITY COVERAGE FORM

It is agreed and understood that the **additional interest** shall read:

CITY OF BURLINGTON, CLERK TREASURER'S OFFICE
ENCUMBRANCE APPLICATION DEPT

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 POLICY
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.

NAMED INSURED

POLICY NO.

POLICY TERM
to

AGENT NO.

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.

APPOINTMENT OF CITY REPRESENTATIVE
AND ALTERNATE FOR CHITTENDEN COUNTY
REGIONAL PLANNING COMMISSION'S
TRANSPORTATION ADVISORY COMMITTEE

In the year Two Thousand Thirteen.....

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

That WHEREAS, the City is committed to providing technical advice and policy recommendations regarding transportation planning issues in Chittenden County; and

WHEREAS, the Chittenden County Regional Planning Commission (CCRPC) bylaws provide for several standing committees including a Transportation Advisory Committee (TAC); and

WHEREAS, the TAC oversees the CCRPC's transportation activities and policy development as specifically described in their Item 1-11 of Article XI – Committees; and

WHEREAS, the terms of the TAC members are for two years beginning July 1st, with Burlington's appointments occurring in even numbered fiscal years; and

WHEREAS, the Department of Public Works Office of Plangineering (DPW) provides transportation planning and design services for the City of Burlington and has historically represented Burlington on the TAC; and

WHEREAS, Mayor Miro Weinberger supports and proposes for reappointment DPW's Nicole Losch as the TAC representative and Erin Demers as the alternate for Burlington; and

NOW, THEREFORE, BE IT RESOLVED that the City Council appoints representative Nicole Losch and alternate Erin Demers to the CCRPC TAC for terms of two years beginning July 1, 2013 through June 30, 2015 (FY2014 and FY2015).

APPROVAL OF AND AUTHORIZATION TO EXECUTE AGREEMENTS
WITH THE CHITTENDEN COUNTY REGIONAL
PLANNING COMMISSION (CCRPC) FOR BURLINGTON
BIKE PATH INTERSECTION SCOPING STUDY PROJECT

In the year Two Thousand Thirteen.....

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

That WHEREAS, the Chittenden County Regional Planning Commission (CCRPC) receives metropolitan planning funds from the Federal Highway Administration (FHWA) to support planning activities related to surface transportation and the CCRPC allocates these funds through its Unified Planning Work Program (UPWP); and

WHEREAS, the Department of Public Works (DPW) consults existing city plans and consults with other city departments to identify projects in need of transportation planning and to submit projects to the UPWP; and

WHEREAS, DPW submitted and the UPWP has approved the funding of planning activities for the City of Burlington's Burlington Bike Path Intersection Scoping Study Project in order to study the feasibility of at-grade crossing enhancements along the bike path where the path crosses several roadways, building on the work of the 2012 Burlington Bike Path Improvement Feasibility Study; and

WHEREAS, under the UPWP, the CCRPC will provide FHWA funds for 80% of total project costs provided that the City enters into an agreement with the CCRPC to provide a 20% local match of the project costs; and

WHEREAS, the total project cost for this project is \$33,770 of which the CCRPC's 80% share would be \$27,016 and the City's 20% local match would be \$6,770, half of which will be funded through a line item in DPW's FY 2014 Street Capital Local Match budget with the other half funded through the Department of Parks and Recreation's (Parks) FY 2014 Penny for Parks budget; and

WHEREAS, DPW and Parks made a presentation to the Finance Board on July 8, 2013 and received the Board's unanimous approval to recommend that the City Council authorize the Mayor and DPW Director to execute agreements with CCRPC to provide the local match stated above;

NOW, THEREFORE, BE IT RESOLVED that Mayor Weinberger and the Director of Public Works, Steve Goodkind or their designees are authorized to enter into an agreement with the CCRPC to

APPROVAL OF AND AUTHORIZATION TO EXECUTE
AGREEMENTS WITH THE CHITTENDEN COUNTY
REGIONAL PLANNING COMMISSION (CCRPC) FOR
BURLINGTON BIKE PATH INTERSECTION SCOPING
STUDY PROJECT

conduct the Bike Path Intersection Study project, in a form substantially similar to the attached
agreement, subject to the review and approval of the City Attorney.

lb/emb/c: Resolutions 2013/DPW – Agreements with Chittenden County Regional Planning Com. (CCRPC) – Bike Path Intersection
Scoping Study Project
7/10/13

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Resolution Relating to

RESOLUTION
Sponsor(s): Councilors Blais,
Ayres: License Com.
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

AUTHORIZATION TO ENTER INTO LICENSE AGREEMENT
TO ERECT AND MAINTAIN AN ACCESS RAMP ON A PORTION
OF THE CITY’S RIGHT-OF-WAY WITH POMERLEAU FAMILY, LLC

CITY OF BURLINGTON

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

That WHEREAS, POMERLEAU FAMILY, LLC of Burlington, Vermont (hereinafter
POMERLEAU) owns a commercial building located at 190-192 College Street in the City of
Burlington, Vermont; and
WHEREAS, POMERLEAU desires to extend the current access ramp on the front of the
building that services 192 College Street to also service 190 College Street on a portion of the
public right-of-way; and
WHEREAS, POMERLEAU wishes to enter into a License Agreement with the City for
such access ramp; and
WHEREAS, the placement of the access ramp 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
POMERLEAU to extend the current access ramp to cover an area of 72 sq. ft. on a portion of the
public right-of-way in front of its building located at 190-192 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 ACCESS RAMP
WITH POMERLEAU FAMILY, LLC
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 POMERLEAU FAMILY, LLC a business located in Burlington, Vermont which owns property located 190-192 College Street (hereinafter POMERLEAU or LICENSEE).

WHEREAS, the CITY owns property, including the street and sidewalk right-of-way adjacent to 190-192 College Street; and

WHEREAS, POMERLEAU stated on its application (attached hereto as Exhibit A) that it wishes to extend the current access ramp on the front of the building that services 192 College Street to also service 190 College Street and this 72 sq. ft. ramp extension will rest in the public right-of-way directly in front of 190 College Street; 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 POMERLEAU enter into the following License Agreement:

1. TERM

The CITY grants to POMERLEAU (hereinafter LICENSEE) a license to install and maintain an extension to the existing access ramp on the front of the building which rests in the public right-of-way directly in front of 190 College Street covering a 72 sq. ft. area as indicated above 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 the access ramp on the public right-of-way (hereinafter referred to as the premises) for accessibility purposes. The ramp 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 ramp in proper condition.
- b. LICENSEE shall be responsible for the maintenance and upkeep of the ramp and any damage to the ramp is solely the responsibility of LICENSEE. Should LICENSEE fail to maintain the ramp, 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 ramp 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, or greenbelt, if any.
- d. The ramp shall not cause 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 and remove snow and ice from the ramp within 12 hours after snow ceases to fall.

4. LICENSE FEE

POMERLEAU shall pay the Encumbrance Application fee for this agreement.

5. REVOCATION

This License Agreement is immediately revocable should LICENSEE discontinue use of the ramp. 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 ramp 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 any 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. The certificate of insurance shall be provided annually on or before its stated expiration. It is the responsibility of LICENSEE to ensure that a current certificate of

insurance and endorsement are on file with the CITY at all times. **Failure to furnish a current certificate of insurance and endorsement shall 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, if required.

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.

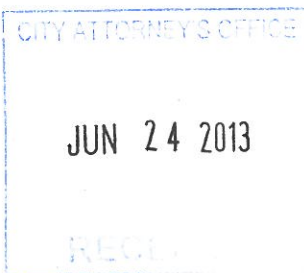
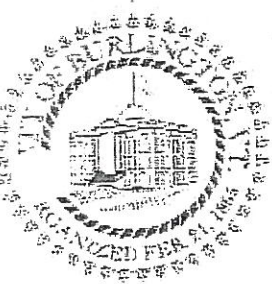
CITY OF BURLINGTON

Witness By: _____
Miro Weinberger, Mayor
Duly Authorized

POMERLEAU FAMILY, LLC

Witness By: _____
Duly Authorized

lb/c: GM 2013/License Agree for Encumbrance –ORANGE LEAF, POMERLEAU. 190 College St. (Access Ramp) 2013
7/3/13



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

Owner
DBA NAME: Pomerleau Family LLC DATE: 6/6/2013
CONTACT NAME: Steve Ploesser PHONE: (802) 863-8210
MAILING ADDRESS: 69 College st FAX: (802) 863-8219
Burlington, VT 05401 EMAIL: sploesser@vermontrealestate.com

DBA NAME: Orange Leaf Yogurt
COMPANY: OLVT LLC
LOCATION OF ENCUMBRANCE: 190/192 College st Burlington, VT 05401

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 v photos, diagrams, blueprints; may reference prior application):

Description: We propose to Extend the current ADA ramp that services 192 Coll. st Law offices to also services 190 coll. st.
The location for the new Orange Leaf Yogurt space witch is part of the same building frontage.
see blue print Attached for dimensions. with proper hand rails will be installed.
We are amending the Application on 6/6/2013 to be in Building owners Name
(Pomerleau Family LLC.) fees were paid by Orange Leaf on 4/26/2013

Total Square Feet (\$1.00 per SF): \$72

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: \$97

Signature: [Signature] Date: 6-6-2013

For office use only: Amount received \$ \$97 on 4/26/2013 Check # 1045
Sent to DPW: 4/26/2013 Sent to Attorney: 6/24

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: POMERLEAU FAMILY LLC DATE: Tuesday, June 11, 2013
COMPANY: POMERLEAU FAMILY LLC PHONE:
LOCATION: 190-192 COLLEGE ST. FAX:
MAILING ADDRESS: STEVE PLOESSNER
69 COLLEGE ST.
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: RAMP EXTENSION TO MEET ALL ADA - HANDICAP REQUIREMENTS (SEE DRAWING)

4. A 72 square foot placement of EXTEND EXISTING ADA RAMP IN FRONT OF 190-192 COLLEGE ST. at 190-192 COLLEGE ST.

DEPARTMENT OF PUBLIC WORKS

Approved? Yes ☒ No ☐

Explain: _____

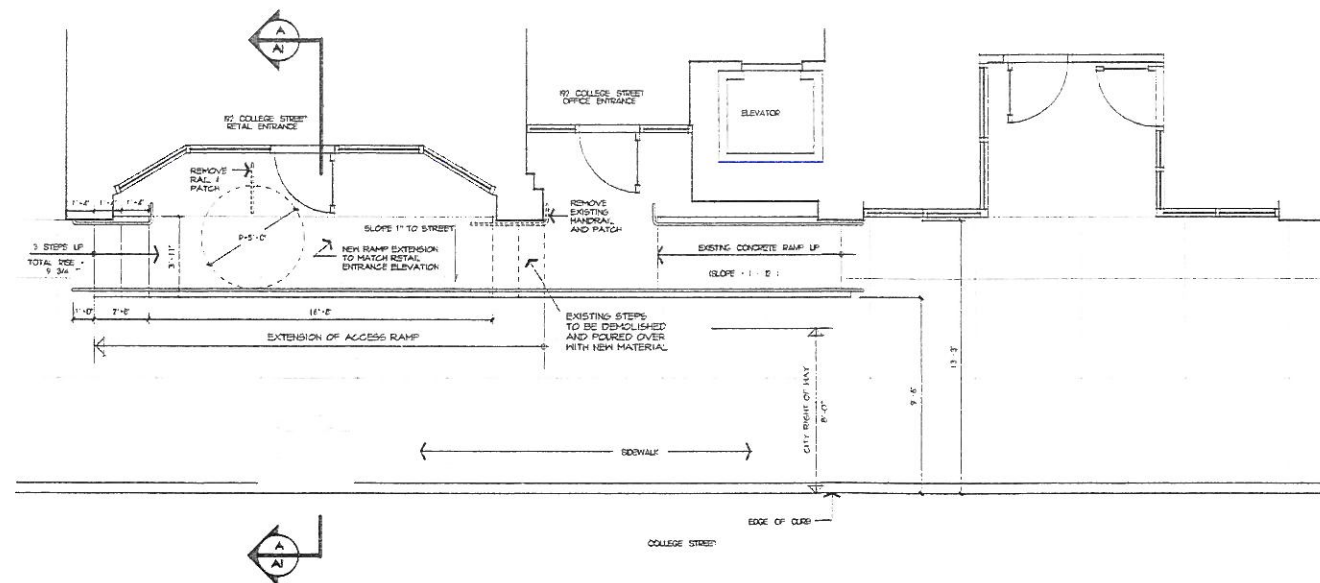
Signature Ron Gore

Date: 06-10-13

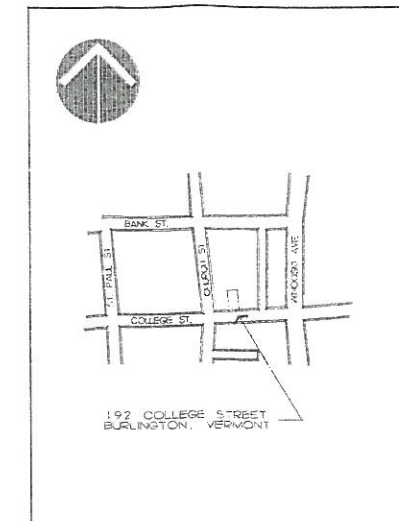
Exhibit B



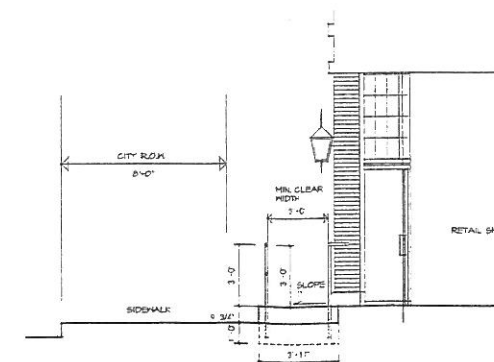
1 ELEVATION OF PROPOSED RAMP
A1 SCALE: 1/4" = 1'-0"



2 PLAN OF PROPOSED RAMP UPDATE
A1 SCALE: 1/4" = 1'-0"



3 SITE LOCATION PLAN
A1



CROSS SECTION A-A
SCALE: 1/4" = 1'-0"

x	-
x	-
x	x
x	x
x	-
x	-
REVISION:	I CATZ

PROJECT NAME

POMERLEAU
Real Estate

POMERLEAU BUILDING
ACCESSIBILITY RAMP ADDITION

102 COLLEGE STREET
EASTINGTON, VERMONT

Wolfstein
PROFESSIONAL
109 Church Street
Burlington, Vermont 05401 USA
(802) 864-8334
www.vzstudio.com

GRAPH BY: EW
CHECKED BY:
SCALE: 1/4" = 1' - 0"
DATE: 6/5/13

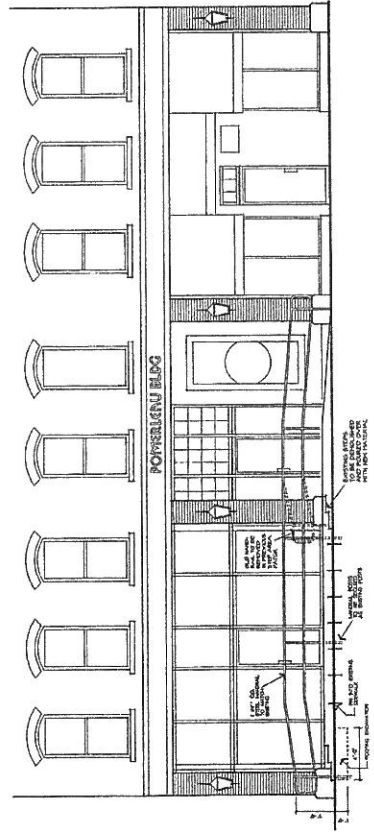
DRAWING TITLE

**PLAN &
ELEVATION**

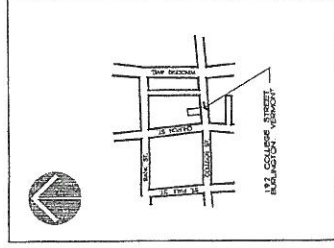
PROJECT
NUMBER

1310

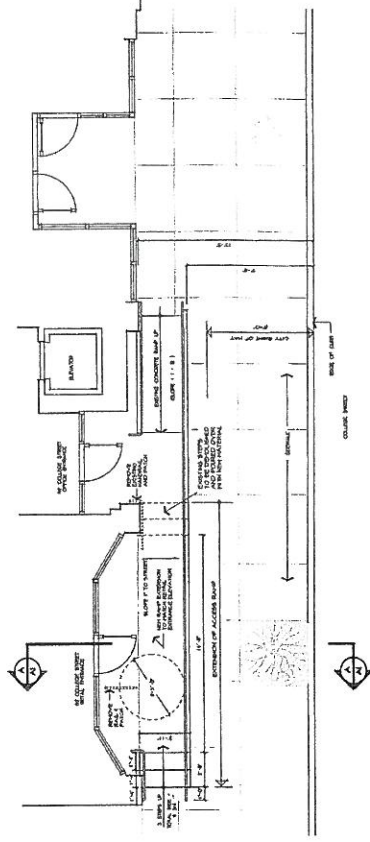
Exhibit C-1



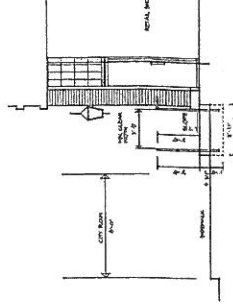
1 ELEVATION OF PROPOSED RAMP
A1 SCALE: 1/4" = 1'-0"



2 SITE LOCATION PLAN
A1



3 PLAN OF PROPOSED RAMP UPDATE
A1 SCALE: 1/4" = 1'-0"



A CROSS SECTION A-A
A1 SCALE: 1/4" = 1'-0"

Detailed drawings prepared by: **WOLFE**
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POMERLEAU
Real Estate
ACCESSIBILITY RAMP ADDITION
183 COLLEGE STREET
BURLINGTON, VERMONT

WOLFE
ARCHITECTS, P.C.
100 Church Street
Burlington, Vermont 05401 USA
(802) 864-8334
www.wolfearch.com

EX
1/4" = 1'-0"
6/5/13

PLAN & ELEVATION
1310

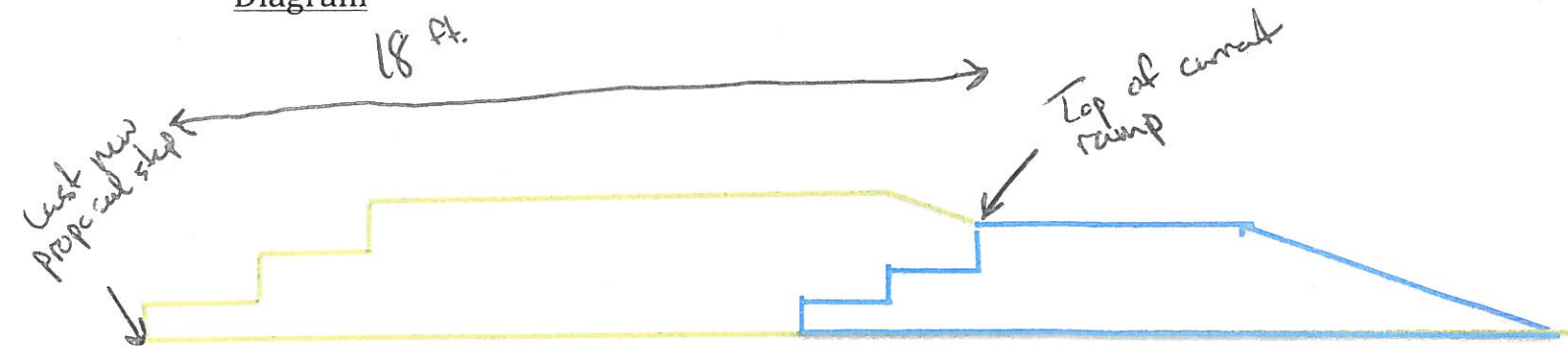
A1

Elevation Plan for ADA Ramp Extension Proposal:

Currently there is no ADA accessibility to the space located at 192 College Street that was previously "Tootsies" and will soon be "Orange Leaf" a frozen yogurt café. We (Orange Leaf Ownership) propose to add an extension onto the ADA ramp currently servicing the legal offices next to the Orange Leaf space, which will then make the space ADA compatible.

The current ramp serves the law offices next to the Orange Leaf location, and then has two small steps going back down to the sidewalk. To extend the ramp we would add a 2 foot 3 inch extension that would incline 1.75 inches and meet our storefronts current platform at 9 feet .75 inches. Once level with the platform, the ADA ramp would continue at a level grade and then have two 3.25 inch steps leading back down to the sidewalk. Ultimately, this would be an additional 18 feet of work, from the top of the current ramp (before the steps down) to the bottom of the last new proposed step.

Diagram



— = Current ADA ramp servicing 192 College Law Offices

— = Proposed extension of ramp to service Orange Leaf Frozen Yogurt

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/03/2013

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 People's United Ins. Agency VT 100 Bank Street 4th Floor PO Box 485 Burlington, VT 05401	CONTACT NAME: Dinah Jacobsen PHONE (A/C, No, Ext): 802 863-2841 FAX (A/C, No): E-MAIL ADDRESS: Dinah.Jacobsen@peoples.com INSURER(S) AFFORDING COVERAGE INSURER A: Hanover Insurance Co NAIC # 22292 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Pomerleau Family LLC 69 College Street P O Box 6 Burlington, VT 05402	

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 checked="" type="checkbox"/> OCCUR Blanket Addt Insured Per Written Contract GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	ZBV9836590	01/01/2013	01/01/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 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) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		UHV9836481	01/01/2013	01/01/2014	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATU-TORY LIMITS <input type="checkbox"/> 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)

Re: Ramp in front of 190-192 College Street, Burlington, VT
City of Burlington is named as additional insured under general liability as required by written contract for work performed by insured subject to terms and conditions of the policy.

CERTIFICATE HOLDER City of Burlington Attn: Encumbrance Applications 149 Church Street Burlington, VT 05401	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 Dinah Jacobsen
---	---

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ISO | Interline Forms | 09/01/08

IL 02 19 09 08

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 POLICY
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

Exhibit E

6/11/2013 11:45 AM

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.

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POLICY NUMBER: EBN9886590

COMMERCIAL GENERAL LIABILITY
CG 20 12 07 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -
STATE OR POLITICAL SUBDIVISIONS - PERMITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Political Subdivision: City of Burlington 149 Church Street Burlington, VT 05401
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II - Who Is An Insured is amended to include as an insured any state 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 political subdivision has issued a permit.

2. This insurance does not apply to:

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

AUTHORIZATION FOR NEW POSITION
STORMWATER AND GIS TECHNICIAN

In the year Two Thousand Thirteen.....

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

That WHEREAS, the City Council has approved a stormwater user fee increase and corresponding increase in revenues for the Stormwater Special Revenue FY 14 Budget; and

WHEREAS, the Burlington Stormwater Program is responsible for the administration of Chapter 26 of the Burlington Code of Ordinances which includes project review and the requirement for on-going inspections; and

WHEREAS, the Burlington Stormwater Program is responsible for the inspection, inventory, repair, replacement and improvement of the City's Stormwater infrastructure including the management of a Geographical Information System (GIS) for management of this asset; and

WHEREAS, the Burlington Stormwater Program is responsible for maintaining the City's Stormwater System in compliance with obligations under the Municipal Separate Storm Sewer System (MS-4) Permit; and

WHEREAS, the Department needs additional staff with specialized training in Stormwater Management and GIS to provide this service; and

WHEREAS, the Stormwater Special Revenue Fund will support this Limited Service Full Time Employee to assist the Stormwater Program Manager in providing these services to the City; and

WHEREAS, the Board of Finance, at its meeting on July 8, 2013, reviewed and recommended that City Council authorize the creation of the Stormwater and GIS Technician position in the Department of

AUTHORIZATION FOR NEW POSITION
STORMWATER AND GIS TECHNICIAN

Public Works for support of the Burlington Stormwater Management Programs' activities related to the administration of Chapter 26 and management of the City's Stormwater Infrastructure;

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the creation of the Stormwater and GIS Technician position in the Department of Public Works for support of the Burlington Stormwater Management Programs activities related to the administration of Chapter 26 and management of the City's Stormwater Infrastructure.

lb/rwh/c: Resolutions 2013/HR – Authorization for New Position – Stormwater and GIS Technician, DPW
7/10/13



MEMORANDUM

July 10, 2013

TO: City Council

FROM: Norm Baldwin, Assistant Director of Technical Services
Megan Moir, Stormwater Program Manager

RE: Creation of Stormwater and GIS Technician Position

Consistent with our FY 14 Stormwater Program proposed budget presentation, we are requesting Board of Finance approval for the creation of a new permanent "Stormwater and GIS Technician" position within DPW – Technical Services. The Stormwater Program Manager, which is also within DPW - Technical Services, will provide supervision to this position.

Budgetary Considerations:

This position was included as an Exempt, Non-Union Grade 18-1 (\$24.13/hour, \$50,190.40/year) in the proposed FY 14 Engineering/Technical Services Budget (101-19-150-5000_100 Salaries and Wages, Regular, Full time) and is included in the total anticipated expenses proposed of \$630,802.

Technical Services recoups the salary, fringe and overhead costs (through a billing rate based on a mark-up of hourly wage rates) of its employees through invoicing of "clients" such as the Stormwater Program.

For FY 14, the Stormwater Proposed Expenses include a total of \$215,000 (see attached FY 14 Proposed budget for Stormwater 245-19-000, line 6800_170 and line 9500_110) in anticipated payment of "Fee for Service" invoices from Technical Services for time spent by the Stormwater Program Manager (Megan Moir), the Stormwater and GIS Technician (TBD), and Project Engineer (Steve Roy). This total (which is a portion of the revenue shown in Technical Services in line 4600_113) reflects the anticipated billing shown below.

Position Billable to Stormwater (Anticipated % billable to Stormwater)	Cost ¹
Stormwater Program Manager (80 %)	\$ 110,010
Stormwater and GIS Technician (80 %)	\$ 82,531
Project Engineer (14 %)	\$ 21,327
Anticipated Maximum total billable	\$ 213,870
Fee for Service Programmed Expense in FY 14 Stormwater Budget	\$ 215,000
Conclusion: There are sufficient funds in the FY 14 budget to support the hiring of the Stormwater Technician	

Note 1: Based on a billing rate multiplier of 2.39

Need for Position:

The Stormwater Technician, under the guidance of the Stormwater Program Manager, will contribute to the efficient operation and sustainable growth of the Stormwater Program by assuming responsibility for and enhancing our level of service in the following ways:

- by increasing our frequency of infrastructure assessment, up to date tracking in GIS, and reporting so that we may prioritize capital expenditures

- by increasing our ability to ensure timely review of projects and consistent compliance with the City's Chapter 26 Stormwater Ordinance
- through providing a consistent level of customer service with regard to requests for technical assistance, drainage complaints, and requests for infrastructure mapping for projects
- through developing and distributing outreach materials for citizens to increase awareness of stormwater related issues

Having a dedicated staff person to the above duties will allow the Stormwater Program Manager to attend to necessary programmatic development elements such as:

- regulatory challenges and stormwater impaired watershed retrofit implementation
- prioritization of infrastructure repairs
- fine tuning of Chapter 26 ordinance and AMANDA workflow and development of Burlington Stormwater Manual to ensure consistency in the application of review criteria
- grant writing
- serving as a resource for other departments which may need support on stormwater related issues
- development and management of larger stormwater related projects that are helping to move Burlington forward on its commitment to being a sustainable community.

Please let me know if you have any questions or concerns about this position creation.

AUTHORIZATION FOR NEW POSITION
MAINTENANCE SPECIALIST (BIKE PATH)

In the year Two Thousand Thirteen.....

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

That WHEREAS, the Bike Path Maintenance and Improvement fund was a ½ cent dedicated tax passed by the voters of Burlington in November 2012; and

WHEREAS, the Department of Parks and Recreation is responsible for maintenance and repair of the 7.5 miles of the Burlington Bike Path, as well as 15 miles of accessory trails through Burlington’s public lands; and

WHEREAS, The Department needs additional staff and specialized training to provide this service requested by the voters of Burlington; and

WHEREAS, the fund will support this Limited Service Full Time Employee to perform the general upkeep and coordination of the bike path and trail network; and

WHEREAS, the Board of Finance, at its meeting on July 8, 2013, reviewed and recommended that the City Council authorize the creation of a Maintenance Specialist position in the Department of Parks and Recreation for support of Bike Path, park and trail maintenance and improvements;

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the creation of a Maintenance Specialist position in the Department of Parks and Recreation for support of Bike Path, park and trail maintenance and improvements.



City of Burlington
Department of Parks & Recreation
645 Pine Street, Suite B, Burlington, Vermont
(802) 864-0123
www.enjoyburlington.com

MEMO

Date: July 10, 2013
To: City Council
From: Jesse Bridges, Director Parks and Recreation
Re: Request for Maintenance Specialist (Bike Path)

Please accept this request for creation and related funding of a full-time position of Maintenance Specialist in the Parks & Recreation Department. The Job Description is attached. The position is classified as a Limited Service FT Grade 15.

This position will be funded in full through the newly created Bike Path Maintenance and Improvement fund. This ½ cent dedicated tax was passed by the voters of Burlington in November 2012. As a voter approved ballot measure the people of Burlington have signaled an importance to maintaining and improving the Burlington Bike Path. In our conversations with citizens and through the early stages of our Parks Master Planning efforts the issues of connectivity and maintenance of the entire City trail system are clearly identified as priorities. To do this work additional staff and specialized training is needed.

In addition to the 7.5 mile bike path our City has over 15 miles of accessory trail network through Burlington's public lands. Under the supervision of the Grounds General Foreman, the position's primary responsibilities include assistance in providing basic grounds maintenance functions to the trails including responding to requests for service; performing and coordinating trash removal; supporting special and regular events; supervising seasonal employees and volunteers; developing, processing and completing daily, monthly and annual work plans; managing a budget and maintenance supply inventories; maintenance of amenities such as signage, benches, trash receptacles, bike racks, lighting, etc.; and various miscellaneous duties as assigned.

This position has been classified as limited service. The reasoning behind this classification is that this is a new fund and we want to make sure the position is developed correctly. Additionally we expect major improvements and changes to the bike path in the coming years. This position will be a key component in that change, a limited service position allows us to improve maintenance immediately while evaluating and developing our needs going forward.

DELEGATION OF AUTHORITY FOR BUDGET-NEUTRAL
AMENDMENTS WITHIN CITY DEPARTMENTS' INDIVIDUAL BUDGETS

In the year Two Thousand Thirteen.....

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

That WHEREAS, the City Charter Article 56, Section 157 requires City Council approval of all budget amendments; and

WHEREAS, the frequency of requests for budget amendments by departments has increased due to the implementation of the New World financial reporting system; and

WHEREAS, the New World financial reporting system has built-in features that prohibit over-expending certain expense categories, resulting in the need for frequent budget-neutral amendments within departments; and

WHEREAS, the frequency of Board of Finance and City Council meetings is such that there have been times when certain invoices could not have been paid on time without a budget adjustment being processed; and

WHEREAS, City departments often have the opportunity to accept and spend small grants that do not require matching contributions from the City and are therefore budget-neutral;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby delegates authority for approval of budget-neutral line amendments **until December 31, 2013**, including the acceptance of grants and expenses related thereto, within departments at or below a certain dollar amount as follows:

Budget-Neutral Amendments

Chief Administrative Officer	\$25,000
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Mayor and Chief Administrative Officer	\$50,000
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Budget-Neutral Grants

Mayor and Chief Administrative Officer	\$100,000
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BE IT FURTHER RESOLVED that this authority does not apply to any grant that requires a local match beyond the current fiscal year, or to any grant if in the Chief Administrative Officer's and/or Mayor's opinion the purpose of the grant is contradictory to state or federal law, the City Charter, City

DELEGATION OF AUTHORITY FOR BUDGET-
NEUTRAL AMENDMENTS WITHIN CITY
DEPARTMENTS' INDIVIDUAL BUDGETS

Ordinance, prior Council Resolution or the character of the City of Burlington, and all such grants must be submitted to the City Council for approval; and

BE IT FURTHER RESOLVED that all budget-neutral line amendments more than \$50,000 must be recommended by the Board of Finance and approved by the City Council. The department seeking this amendment shall prepare a memo explaining the request and follow any other requirements regarding submission timeframes and accompanying documents; and

BE IT FURTHER RESOLVED that the Clerk/Treasurer's office will prepare an easily understandable summary of all budget amendments processed under such authority and communicate such to the City Council on a quarterly basis.

ACCEPTANCE OF VERMONT HOMELAND SECURITY (HSU)
GRANT URBAN SEARCH AND RESCUE (USAR) TRAINING
OPPORTUNITIES AND BUDGET AMENDMENT
AUTHORIZING EXPENDITURE

In the year Two Thousand Thirteen.....

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

That WHEREAS, the Burlington Fire Department (Department) currently participates in and is an integral component of the State of Vermont's USAR Task Force; and

WHEREAS, to maintain the operational efficiency of the team the Vermont USAR task force mission requires ongoing task specific training which is offered by the State of Vermont in select locations outside of the Burlington area; and

WHEREAS, the Department has been awarded a Vermont Homeland Security Grant of \$82,263.42 to cover all of the associated training costs for four task specific training courses, including employee overtime and backfill expenses, making these expenditures budget neutral; and

WHEREAS, on the Mayor's recommendation at its meeting of July 8, 2013, the Finance Board unanimously approved the acceptance of this grant and the necessary budget amendment to allow for its expenditure and recommended approval of the same by the City Council;

NOW THEREFORE, BE IT RESOLVED that Seth Lasker, Fire Department Director, or his designee, hereby is authorized to execute the Vermont Homeland Security Grant and accept this training funding and to be in form and substance substantially similar to the attached grant, subject to the prior approval of the contract by the City Attorney; and

BE IT FURTHER RESOLVED that the FY 2014 budget is hereby amended as proposed by the Mayor as follows:

INCREASE
Expenditures

Overtime – **101-15-044.5100** - \$65,763.42
Other Pers Svcs Special Duty – **101-15-044.5200_105** - \$6,000 (Manning)
Employee Benefits FICA – **101-15-044.5400_100** - \$1,500
Travel & Training Travel Exp – **101-15-044.6700_110** - \$6,400
Fees for Svc Hospitality Exp – **101-15-044.6800_140** - \$2,600

INCREASE
Revenues Grant Public Safety Operating Account 101-15-044-4875_115 \$82,263.42



Burlington Fire Department

BUSINESS OFFICE

Three North Avenue

Burlington, Vermont 05401-8378

(802) 864-4352 • (802) 658-2700 (TTY)

Business Fax (802) 864-5945 • Central Station Fax (802) 865-5387



TO: BOARD OF FINANCE and CITY COUNCIL

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

DATE: July 1, 2013

RE: Vermont Department of Public Safety Grant
AGREEMENT # 02140-71152-101

This is a request from the **Burlington FIRE Department** to the Board of Finance and City Council to **accept this grant** to conduct training for Task Force Leader and Rescue Team Leaders that could not be scheduled with the grant previously approved by the BOF, namely #02140-70132-202 and therefore a new grant needed to be applied for, awarded and now accepted by the City.

Attached is the New Training Grant. This is the exact same money that we were awarded on Grant# 202. The current grant, as you know, closed out on June 30th because it was 2010 Funds. So to be able to keep the funding awarded for the trainings they had to award a separate Grant.

The State of Vermont, Department of Public Safety funding in the amount of \$82,263.42 has been approved per the attached grant.

Grant begins on June 25, 2013 and ends on December 31, 2013.

There is no match requirement for this grant.

A resolution has been drafted and forwarded to the City Attorney to accept the grant and associated budget amendments including the following budget change:

INCREASE:

Revenue:

Account 101-15-044-4875_115 (Grant Public Safety Operating)	\$ 82,263.42
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Expense:

Account 101-15-044-5100 (Overtime)	\$65,763.42
Account 101-15-044-5200_105 (Minimum Staffing)	\$ 6,000
Account 101-15-044-5400_100 (Employee Medi-FICA tax)	\$ 1,500
Account 101-15-044-6700_110 (Travel & Training Materials)	\$ 6,400
Account 101-15-044-6800_140 (Fees for Services-Hospitality)	\$ 2,600

TOTAL

\$82,263.42

Attached is the grant award document. Additional supporting documentation can be made available upon request. The purchasing guidelines with the State of Vermont for grants and City of Burlington will be followed.

CC: Seth Lasker, Fire Chief



STATE OF VERMONT
STANDARD SUBGRANT AGREEMENT
(Federal Fund Source to Non-State Recipient)
VERMONT DEPARTMENT OF PUBLIC SAFETY

AGREEMENT # 02140-71152-101

Burlington, City of / Burlington City Fire Department

DPS/GMU Use Only

☐ SAM checked for DUNS currency and subrecipient exclusions Date: _____ Initial: _____
<https://www.sam.gov/portal/public/SAM/>

☐ DPS Restricted Parties List checked Date: _____ Initial: _____

☐ Risk Assessment completed Date: _____ Initial: _____

VISION Vendor # _____ Address # _____

Entered In: ☐ VISION Date: _____ Initial: _____

Entered In: ☐ FFATA (if over \$25K) Date: _____ Initial: _____



Parties: This is a Subgrant Agreement between the State of Vermont, **Department of Public Safety** (hereinafter called "State"), and Burlington, City of / Burlington City Fire Department (hereinafter called "Subrecipient"). Subrecipient ☐ is/ ☒ is not required by law to have a Business Account Number from the Vermont Department of Taxes. The Account Number is #

Subrecipient Federal Tax Identification Number: 03-6000410.

Subrecipient DUNS Number: 831368092.

Subrecipient Addresses:

Mailing

149 Church Street

Burlington

Vermont

05401

Physical*

1 North Avenue

Burlington

Vermont

05401

*As provided on the CCR Registry

PO Box not acceptable

Subject Matter: The subject matter of this Subgrant Agreement is State Homeland Security Grant Program-Training.

Detailed services to be provided by the Subrecipient are described in Attachment A.

Subgrant Term: The period of performance (effective dates) of this subgrant shall begin on the later of June 25, 2013 or the date the Department of Public Safety authorized representative(s) signs this agreement; and the period of Subrecipient's performance shall end on December 31, 2013. *State will not reimburse any expenses incurred prior to the execution date of this agreement. The execution date is defined as the date the Department of Public Safety representative(s) signs this agreement.*

Maximum Amount: In consideration of the services to be performed by Subrecipient, the State agrees to pay Subrecipient, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$82,263.42.

Source of Funds:

Federal Funds 100 % Other Funds _____ %

Match required: Yes ☐ No ☒ If Yes _____%, \$ _____ If maximum reimbursement is sought.

CFDA Title:

State Homeland Security Grant Program

CFDA Number:

97.067

Award Name:

FY 11 Homeland Security Grant Program

Award Number:

EMW-2011-SS-00038

Award Year:

2011

Federal Granting Agency

U. S. Department of Homeland Security

Research and Development Grant Yes ☐ No ☒

Amendment: No changes, modifications, or amendments in the terms and conditions of this subgrant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient.

Cancellation: This Subgrant Agreement may be suspended or cancelled by either party by giving written notice at least 30 days in advance.

Contact persons: The Subrecipient's contact person for this award is: Deputy Chief Bruce Bourgeois. Telephone Number: 802-658-7661. E-mail address: Acollette@burlingtonvt.gov.

Fiscal Year: The Subrecipient's fiscal year starts (month) July and ends (month) June.

Public Safety Subgrant Contacts:

Project Workcenter

Grants Management Unit

Name: Michael Manning

Name: Kimberly Cruickshank

Phone: (802) 241-5414

Phone: (802) 241-5416

E-Mail: Michael.Manning@state.vt.us

E-Mail: Kimberly.Cruickshank@state.vt.us

Attachments: This Subgrant Agreement consists of 16 pages including the following attachments that are incorporated herein:

Please initial that you have read and understand each Attachment

_____ Attachment A - Scope of Work to be Performed

_____ Attachment B - Payment Provisions

_____ Attachment C - Customary State Subgrant Provisions

_____ Attachment D - Other Provisions

_____ Attachment E – Funding Source Special Conditions

We, the undersigned parties, agree to be bound by this subgrant agreement, its provisions, attachments and conditions contained herein.

STATE OF VERMONT
Department of Public Safety

SUBRECIPIENT
Authorized Representative

By:

By:

Keith Flynn
Commissioner

Title: _____

Date: _____

Date: _____

Your signature on this agreement attests to the acceptance of all provisions, attachments and conditions contained herein.

ATTACHMENT A
SCOPE OF WORK TO BE PERFORMED

Objective: SHSP supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs to prevent, protect against, respond to, and recover from acts of terrorism and other catastrophic events.

The subrecipient agrees to the below which have been approved by the Homeland Security Unit. The sub-recipient may-not change any information listed below. Any alternate information must be approved **in writing** by the Homeland Security Unit.

Activity to be Performed:

Training Estimated Cost:

Machinery Extrication Course

TBD

(28 Members)

\$ 41,943.42

Structural Collapse Refresher Course

TBD

(28 Members)

\$ 40,320.00

Total \$ 82,263.42

Performance Measures:

1. Burlington Fire Department will ensure national standards and successful completion of trained members of the USAR team in the above trainings.

ATTACHMENT B PAYMENT PROVISIONS

The State agrees to compensate the Subrecipient for services performed up to the maximum amounts stated below provided such services are within the scope of the subgrant and are authorized as provided for under the terms and conditions of this subgrant.

TOTAL AWARD AMOUNT: **\$ 82,263.42**

Provide detailed subgrant budget information here:

Salaries & Benefits **\$ 82,263.42**

During the performance of this subgrant, any of the cost categories may be increased or decreased by up to 10% with the approval of the DPS Grant Management Unit contact shown on page 3 provided the Total Award Amount is not exceeded.

PROGRAMMATIC REPORTING REQUIREMENTS:

Program Progress Reports are due no later than the fifteenth of the month following the quarter being reported, (January 15, April 15, July 15, and October 15).

Submit to the Vermont Homeland Security Unit

Questions: Please contact Lt. Michael Manning at Michael.Manning@state.vt.us.

The subrecipient must submit programmatic reports using either the DPS Subgrant Progress Report Form or another format that includes all information required on the DPS form.

The sub recipient must submit a Subgrant Closeout Report to the Vermont Department of Public Safety no later than 30 days after the end date of the subgrant. In the event complying with this provision becomes impossible, contact the DPS Program Workcenter contact shown on page 3.

FINANCIAL REPORTING REQUIREMENTS /PAYMENT REQUESTS:

Please be sure to have the following when submitting the Request for Reimbursement form: Agenda, Roster, Invoice, Copy of Receipt, Copy of Timesheets for attendees, Copy of Schedule which includes time at training, Department Schedule, Who works what shift, Hourly Rates, Copies of Pay, Workmen's Comp rate w/back up documentation of rate, Map quest printout for mileage, if applicable, Unemployment rate w/ backup documentation of rate, Backfill info: timesheet, hourly rate, copies of pay, if applicable, Backfill-who worked for whom, and any other information requested by Grant Manager.

The State, at its discretion, will reimburse the Subrecipient by one of the following options depending on the needs of the Subrecipient and their standing with the State at the time they request such reimbursement:

Limited cash advance. Subgrantees must submit the DPS Financial Report form with detailed documentation of incurred expenses marked "Received not paid" to receive payment.

Reimbursement in arrears of expenditures with attached documentation. Subgrantees must submit the DPS Financial Report form with detailed documentation of incurred expenses paid to receive payment.

Requests for reimbursement or payment must be requested using a Vermont Department of Public Safety Financial Report Form. Requests for reimbursement must be submitted to the Vermont Department of

State of Vermont
Subgrant Agreement

Agreement # 02140-71152-101

Public Safety, Grants Management Unit no later than the end of the month following the month in which the expenses were incurred.

DPS will not make any payments on this subgrant unless the subrecipient meets all provisions of the subgrant.

Subrecipients will submit their reimbursement requests with any required documentation attached to the form at the time of submission to their respective Grants Management Unit subgrant manager(s) at:

Name:	Kimberly Cruickshank
	Vermont Department of Public Safety/GMU
Address	103 South Main Street
	Waterbury, VT 05671-2101

**ATTACHMENT C
STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS**

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

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

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

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

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

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

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

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

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insurers for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insurers for liability arising out of this Agreement.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and if this Subrecipient expends \$500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The Subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the Party.

A Subrecipient is exempt if the Party expends less than \$500,000 in total federal assistance in one year.

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the Finance & Management Web page at: <http://finance.vermont.gov/forms>

10. **Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

11. **Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990 that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
12. **Set Off:** The State may set off any sums, which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
13. **Taxes Due to the State:**
 - a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
 - c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
 - d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.
14. **Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:
 - a. is not under any obligation to pay child support; or
 - b. is under such an obligation and is in good standing with respect to that obligation; or
 - c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.
15. **Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include all subcontract or subgrant agreements and a tax certification in accordance with paragraph 11 above.
16. **No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
17. **Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.

18. **Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs or programs supported in whole or in part by federal funds.
19. **Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

(End of Standard Provisions)

ATTACHMENT D OTHER GRANT AGREEMENT PROVISIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this agreement provides for compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying," and 10 CFR Part 1036 "Government wide Debarment and Suspension (Nonprocurement) and Government wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Public Safety determines to award the covered transaction, grant, or other agreement.

1. LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(3) Applicable CFR's and Federal Executive Orders 12549 and 12689 prohibit non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and non-procurement transactions such as grants or cooperative agreements. By signing this subgrant, the subgrantee agrees it will verify the status of potential vendors prior to any federal funds being obligated to prevent any debarred or suspended agencies or vendors from receiving federal funds. The subrecipient can confirm the status of potential vendors by conducting a search on the Excluded Parties List System website (www.EPLS.gov). At this time, DPS does not require sub recipients to submit proof of verification with any reimbursement request; however, the sub recipient must maintain this information, in the form of a screen print, with other grant documentation. This documentation shall be available for review per Attachment C, paragraph 10.

3. DRUG-FREE WORKPLACE

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

ALTERNATE I (GRANTEES OTHER THAN INDIVIDUALS)

(1) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace not later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance: The Place of Performance is the address provided on the Standard Grant Agreement.

___ Check if there are workplaces on file that are not identified here.

ALTERNATE II (GRANTEES WHO ARE INDIVIDUALS)

(1) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant.

(2) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

4. ORGANIZATIONAL AND FINANCIAL REQUIREMENTS

1. All subrecipients are required to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. Determining allowability of costs claimed will be consistent with the requirements of the grant award and its applicable regulations.
 - a. Subrecipients have the responsibility to employ the organizational and management techniques necessary to assure proper administration and cost allocation, including accounting, budgeting, reporting, auditing and other review controls.
 - b. All subrecipients will accept responsibility for expending and accounting for funds in a manner consistent with an approved project, plan and or program as evidenced by their acceptance of a subgrant award by the Department of Public Safety; Policies, procedures, reporting requirements or other special conditions established by the appropriate Federal agency, if applicable, and the Department of Public Safety.
2. Subrecipients must have an adequate system of internal controls which:
 - a. Presents, classifies and retains all detailed financial records related to the subgrant award. Financial records must be retained by the subrecipient and be available for review for a period of three (3) years after the expiration of the grant period except that records must be retained until completion or resolution of all issues arising from audit, litigation or claims started before the expiration of the three year period, whichever is later.
 - b. Provides information for planning, control and evaluation of direct and indirect costs;
 - c. Provides cost and property control to ensure optimal use of the grant funds;
 - d. Controls funds and other resources to ensure that the expenditure of grant funds and use of any property acquired under the grant are in conformance with established guidelines and policies.

3. Notification of Organizational Changes Required:

- a. The recipient shall provide DPS written notification within 30 days should any of the following events occur:
 - i. having new or substantially changed systems
 - ii. having new compliance personnel
 - iii. loss of license or accreditation to operate program
 - iv. organizational restructuring.

5. SUPPLEMENTING NOT SUPPLANTING:

Federal funds must be used to supplement and not replace (or supplant) local or state funds which have been appropriated for the same purpose. If there is a potential presence of supplanting, the applicant or grantee will be required to supply documentation demonstrating that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

6. FOLLOWING SUBRECIPIENT PROCEDURES:

The undersigned certifies that the subrecipient organization has in place standard policies and procedures that govern the subrecipient's payroll, purchasing, contracting and inventory control in accordance with OMB A-87, Appendix A, Section C 1.e. The undersigned further certifies that the subrecipient organization will use those policies and procedures for any approved expenditure under this subgrant and for any equipment purchased with subgrant funds. The undersigned also agrees to make the policies and procedures available for examination by any authorized representatives of the State or Federal Government. This does not relieve the subrecipient from requirements of federal financial management, requirements in Circulars A-133, A-110, A-122, A-87 or other applicable Circulars, CFRs and requirements in the various federal departments' grant management documentation nor does this imply that local policies and procedures supersede federal directives.

ATTACHMENT E FUNDING SOURCE SPECIAL CONDITIONS

- By taking receipt of the equipment granted in this award, the sub grantee agrees to conduct and/or participate in one HSEEP compliant discussion based exercise (Seminar, Workshop or Tabletop) specific to the capability being built with this award within the 12 month period after the end of the grant term. Exercise activity must be coordinated through the Vermont Homeland Security Unit.
- 20 V.S.A. § 2833. Reports to fire marshal. Incident reports must be submitted to the National Fire Incident Reporting System within 15 days after the end of the previous month as a condition for any and all grant awards.
- Progress must be shown relating to Improvement Plans developed as a result of Exercises funded with Federal Emergency Preparedness Grants after Federal Fiscal Year 2005 prior to new Sub-Grants being issued. Progress is defined as implementing two or more accepted actions from Improvement Plans since the last grant was awarded. Once a jurisdiction or agency certifies that progress has been made, they must be able to produce all appropriate documentation as requested.
- Recipients of this award must be compliant with the National Incident Management System activities set forth in the Vermont's NIMS Implementation Plan. As outlined in HSPD-5 (National Incident Management) DHS mandates that States begin the process of institutionalizing NIMS. The sub recipient agrees to incorporate NIMS into existing training programs and exercises; incorporate NIMS into Emergency Operations Plans (EOP's); promote intrastate mutual aid agreements and institutionalize the use of the Incident Command System. Once mutual aid agreements have been executed, the sub recipient must provide copies to their Local Emergency Planning Committees.
- A high priority is placed on ensuring that all awards reflect regional coordination and regional integration.
- **Prior Approval/Review of Releases:** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Sub recipient under this Grant Agreement shall be approved/reviewed by the State prior to release.
- **Data Collection:** The sub recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

This subgrant is subject to the requirements of all federal laws, policies and bulletins. Most notably
2 CFR 180 OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)
2 CFR 215 (formerly A-110) Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations,
2 CFR 220 (formerly A-21) Cost Principles for Education Institutions,
2 CFR 225 (formerly A-87) Cost Principles for State, Local and Indian Tribal Governments,
2 CFR 230 (formerly A-122) Cost Principles for Non-Profit Organizations, and
A-133 Audits of States, Local Governments and Non-Profit Organizations.

These referenced documents can be found at:

<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=%2Findex.tpl>

This subgrant is also subject to the requirements of the State of Vermont grant and audit policies. The most pertinent bulletins and addendums are:

[Bulletin 5, Single Audit Policy For Subgrants](#)

[Addendum 5.0](#) - issued 12/5/08

[Addendum 5.0](#) - issued 4/21/2009

[Bulletin 5.5, State Grant Monitoring Policy](#)

[Bulletin 5.5 Supplement, State Grants Plan Guidelines](#)

[Addendum 5.5](#) - issued 12/5/08

The following references are for Federal Agency specific requirements which subgrants of the agency's funds must comply. Grants managers should delete those references that do not apply to the funding source for the subgrant.

This subgrant is subject to the requirements for the federal agency providing the funds. The link below will connect to the appropriate CFR:

CFR 44 – Emergency Management Assistance:

<http://ecfr.gpoaccess.gov/cgi/t/text/text->

[idx?c=ecfr;sid=1c469db093c5f86e3e7cf10c768b92d3;rgn=div5;view=text;node=44%3A1.0.1.1.13;idno=44;cc=ecfr](http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr;sid=1c469db093c5f86e3e7cf10c768b92d3;rgn=div5;view=text;node=44%3A1.0.1.1.13;idno=44;cc=ecfr)

RECLASSIFICATION OF ONE REGULAR FULL-TIME
COMMUNITY JUSTICE CENTER COORDINATOR
TO ONE REGULAR FULL TIME ASSISTANT DIRECTOR
OF THE COMMUNITY JUSTICE CENTER
AT THE COMMUNITY AND ECONOMIC DEVELOPMENT OFFICE

In the year Two Thousand Thirteen.....

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

That WHEREAS, the of Director of the Community and Economic Development Office has requested the reclassification of a Full-time regular Community Justice Center Coordinator, Grade 18, position to a full-time Regular Assistant Director of the Community Justice Center, Grade 19; and

WHEREAS, the position is responsible for the development and management of the Community Justice Center; and

WHEREAS, the request has been reviewed and approved by the Board of Finance on June 17, 2013; and

WHEREAS, this change will not impact the FY13 budget, and has been included in the departments FY14 budget plan;

NOW, THEREFORE, BE IT RESOLVED that one Full-time regular Community Justice Center Coordinator, Grade 18, is hereby reclassified and approved to a full-time Regular Assistant Director of the Community Justice Center, Grade 19, within the Willis pay scale for the Community and Economic Development Office. The changes shall be effective as of the date of City Council approval.



HUMAN RESOURCES DEPARTMENT

City of Burlington

179 South Winooski Avenue, Burlington, VT 05401

Voice (802) 865-7145
Fax (802) 864-1777
Vermont Relay: call 711
or 800-253-0191

To: Board of Finance

From: Julie Hulburd, HR Generalist
Susan Leonard, Director of Human Resources

Date: June 11, 2013

Re: Reclassification and Title Change Community Justice Center Coordinator - CEDO

We respectfully request and recommend your approval of the reclassification of the Community and Economic Development Department's (CEDO) Community Justice Center Coordinator from a Grade 18 to a Grade 19.

This position was reclassified at the request of the Director CEDO and the employee occupying the position and is necessitated by the increased supervisory and fiscal responsibilities. Specifically, the original Community Justice Center Coordinator job description called for the supervision of one (1) to three (3) employee. However, this position currently supervises eight (8) employees. The Community Justice Center Division CEDO consists of Three (3) Regular employees and five (5) Limited Service employees. This position would undergo a name change from Community Justice Center Coordinator to Assistant Director of the Community Justice Center, which is consistent with peer positions with in the CEDO organizational chart.

Using the Willis Classification Plan, the reclassification calculation resulted in the position being upgraded, from Grade 18 to Grade 19. City of Burlington Personnel Policy Section 5.4 states that an employee in a position that is reclassified to a higher grade, the employee will enter that higher grade at the lowest step which ensures at least a 5% increase over the current pay rate. Therefore, if approved, the incumbent would be placed at a Grade 19, Step 5. This equates to an annual salary of \$58,554.99.

As noted in the Mr. Owen's request, this salary amount has been included in the FY14 budget, in anticipation of review of these positions job responsibilities. These changes are proposed to be effective following City Council approval and Mayoral signature of the resolution.

2013 BUDGET REQUEST
POSITION REQUEST/DELETION or RECLASSIFICATION FORM

Department: CEDO

Division/Unit: Community Justice
Center

A. Request for Position Creation or Deletion

1. Position Title Requested: ~~Director Community Justice Center~~
 2. Bargaining Unit: NA
 3. Salary from Grade Plan: _____ Grade: NA/15
 4. Percent of Federal and/or State Funding: 100%
 5. Are Fringes Grant Funded?: Yes At What Percentage?: 100%
-

B. Request for Position Reclassification

1. Present Title: Community Justice Center Coordinator
 2. Bargaining Unit: NA
 3. Present Salary: \$52,518.86 Grade: 18 / Step 5
 4. Requested Title: Assistant Director for Community Justice Center
 5. Requested Salary from Grade Plan: \$56,904.76 Grade: 19 / Step 5
 6. Percent of Federal and/or State Funding: 100%
 7. Are Fringes Grant Funded?: Yes At What Percentage?: 100%
-

**Please attach Justification of Need and approved
Position and Duties Statement (Job Description)**



CITY OF BURLINGTON

Job Information Questionnaire

Class Title	Community Justice Center Coordinator	Name	Karen Vastine
Work Location	Community Justice Center	Department Name	CEDO
Supervisor's Title	Director/Dept Head	Supervisor's Name	Larry Kupferman

I. OUTLINE OF DUTIES AND FUNCTIONS

A. List in order of importance the major functions or duties of your job. A couple of descriptive words or a short sentence is enough, as you will later be provided an opportunity to more completely describe each of these parts of your job. This will serve as an outline to assist you in the description of your job. Each of these major duties will be described by you later in the questionnaire.

- B. Estimate the approximate percent of your time spent on each of the duties you perform. Keep in minds that some jobs operate in annual cycles, so you might wish to calculate your percentages from an annual basis (e.g., 10% of your work year is allocated to the preparation of the annual budget projections, while 20% is in budget generation and 10% in audit functions, etc.). If your job has a daily routine which does not change significantly, calculate the percentage on a daily basis (e.g., 25% of you day involves typing correspondence, 10% filing, etc.).

C.

75% : Direct, Manage, Supervise and conduct the hiring for a Staff of 12 employees comprising the four priority areas (and 8 sub-areas) of the community justice center: Offender Re-entry (Offender workforce development, Resource Navigation, Circles of Support & Accountability), Restorative Justice (Adult Restorative Justice Panels, Youth Restorative Justice Panels, Victim Liaison Program, Restorative Noise Program, Rapid Intervention & Community Court), Parallel Justice for Victims of Crime, and Graffiti Removal Program. Additionally, manage operations (including the building) of the CJC.

25% : Community/State-wide Leadership and Policy analysis/development: Facilitate and/or Participate in state-wide and local leadership initiatives in response to crime, conflict, offender accountability, victim support and alternatives to criminal justice system

TIME %	DUTY OR FUNCTION (in order of importance)
-----------	--

1

2

3

4

5

6

7

II. DETAIL OF DUTIES AND FUNCTION

For each of the duties or functions listed in your outline, expand on *how you perform it*.

Use examples to help in understanding the duty or function. If there are *procedures* or *steps* used in perform each function, describe the steps. Or describe the *process*.

1. Direct: Utilizing input from project/program staff, community stakeholders, funding agencies/organizations and when appropriate/applicable from elected officials (city council, legislators, etc) to set priorities and strategies for each of the four primary program areas and their sub-programs of the community justice center.
2. Supervise: Directly 6 staff members - Conduct regular meetings with each of the staff who directly report to me in order to provide coaching, consultation, and direction. Evaluate employees' work, provide feedback and opportunities for: professional growth, leadership opportunities, and shared responsibility.
3. Manage: Communication with funders. Carry out grant agreements, ensure reporting/grant requirements being met.
4. Manage: Develop and monitor budget of \$527,000.
5. Community leadership:
 - a. Serve on community-based leadership group in the realm of alternatives to justice, victim safety, offender accountability, offender re-entry and social services such as:
 - i. Rapid Intervention/Community Court advisory committee (I wrote the program's first grant and still manage that grant which is sub-granted to several community partners, which also means that my role includes ensuring others' grant compliance.)
 - ii. Parallel Justice Commission – Staff and support growth of leadership and direction of the commission whose primary role is to address policy that creates unnecessary barriers to victims of crime. Closely collaborate with Commission Chair to set agendas, policies and template for its direction.

- iii. Parallel Justice Healthcare Sub-committee – Convene, support and facilitate healthcare partners' state and local policy development efforts.
- b. Assume leadership role with the Community Justice Network of Vermont, the state-wide voice for Vermont's 17 Community Justice Centers/Programs
 - i. Work closely with CJNVT's lobbyist to anticipate legislative and AHS policy issues and needs.
 - ii. Serve as spokesperson representing the CJNVT at the statehouse which includes presenting to legislators on Community Justice Centers, responding/reacting to proposed legislation and proposing legislation.
 - iii. Work closely with other state-wide stakeholders to develop policy that will meet goal areas of CJNVT.
 - iv. Serve on Victim Safety Protocol Task Force to assist in protocol development that will ensure safety of victims' whose offenders are being served by intensive community justice center-based re-entry programs. Design and implement state-wide training on protocol.
 - v. Chair CJNVT and VT Association of Court Diversion Programs "Collaboration Steering Committee". Duties include, drafting and implementing collaboration grants, working closely with trained mediator and/or other collaboration consultants and plotting a course for increased collaboration and flexibility of programs' working relationships.
 - vi. Serve on CJNVT legislative committee to analyze, anticipate and respond to legislation that impacts the operations of VT's community justice centers.

III. DOLLAR AMOUNTS

Please identify any dollar amounts you directly or indirectly influence or control.

Annual Dollar Amounts

What Is It?

What is Your Responsibility

	Annual Dollar Amounts	What Is It?	What is Your Responsibility
1	\$215,000	DOC Safer Communities	Manage budget, Report, Evaluate
2	\$117,000	VT Center for Crime Victim Svcs: VOCA (Victims of Crime Act)	Manage budget, Report, Evaluate
3	\$60,000	(DOC) Federal 2 nd Chance Act	Manage budget, Report, Evaluate
4	\$58,000	DOC – Rapid Intervention & Community Court grant	Manage budget, Report, Evaluate and sub-grant to 5 local partners (which entails MOUs with each, allocation of funds and accountability)
5	\$63,000	JAG	Manage, budget, File program reports for all city department and city program recipients
6	\$25,000	General Fund	Allocate for Rent, include in match for DOC grants

IV. SUPERVISION

Do you supervise other employees? ☒ Yes ☐ No

If Yes, please answer the following:

a. How many employees report directly to you?

5 Full-time 1 Part-time 1 Seasonal 1 contractual

b. How many employees report to you through others?

1 Full-time 1 Part-time 1 Seasonal 1 Reach-Up placement

c. Annual payroll (not including benefits) of all employees you lead or oversee? \$318,264

d. Complete the organization chart on the following page. If you already have a department organization chart with the request information, attach it to the questionnaire. **See Attached.**

V. SUBORDINATE SUMMARIES

Answer this question if you supervise others. If not, continue to Question VI.

Provide a one-paragraph summary of the duties of each of your subordinates. Indicate the number of employees each subordinate supervises. Use additional pages if more space is necessary.

A. Restorative Justice Coordinator

- Coordinates and oversees daily operations of Restorative Justice Program
- manages client tracking database
- supervises 2 staff and co-supervises a third.
- recruits, screens, trains and supervises 30-40 restorative justice volunteers

- coordinates client intakes and panel assignment
- oversees internal policy changes and program improvements

B. Victim Liaison Assistant (20 hours/week):

- Responsible for ensuring victims' equal opportunity to participate in the offender-driven restorative justice program
- By either supporting victim's in-person participation or by proxy, participates in all adult restorative justice panel meetings supporting the victim's voice in the process
- Contacts victims associated with all referrals to the CJC.
- Works closely with area business owners who've experienced crime
- Liaison to business owners for the CJC
- Designs some and supports all volunteer training
- Supports RJ Coordinator and other members of the RJ team in developing and enhancing internal policies and programming.

C. Criminal Justice System Liaison(30 hrs/wk):

- Supports the CJC's participation in the community's external court alternative programs
- Assists RJ coordinator with case/client management
- Assists CJC coordinator with grant management and reporting
- Responsible for collecting and performing initial analysis of all CJC staff monthly/quarterly client data
- Assists with internal policy development
- Conducts intakes and risk assessments for Rapid Intervention/Community Court Program – including but not limited to individuals to be referred to the CJC by 'RICC'.
- Administers civil ticketing reduction program

D. Youth Restorative Justice Panel Assistant: (During UVM academic year, position is staffed by Intensive field placement for the Bachelor's of Social Work program, during other months, staffed by seasonal temporary employee)

- manages restorative justice caseload for individuals who are 18 and younger
- Conducts intakes, communicates with parents/school/police officers, assigns youth to restorative justice panel meeting
- supports youth's successful completion of their restorative justice contracts
- supports RJ coordinator's volunteer management

E. Offender Reentry Specialist

- Coordinates the CJC's Offender Reentry programs
- Supervises the Resource Navigator
- Works closely with the Offender Workforce Development Specialist (contractor)

- Develop and Implement Circles of Support & Accountability
- Coordinates communication with the Department of Corrections including but not limited to: the facilities, Probation & Parole, Victim Support, High Risk Treatment Program staff
- Convenes the Reentry Advisory Panel – comprised of stakeholders representing their community partner agencies
- collects data/info from Resource Navigator and Contractor in order to compile monthly/quarterly reports
- Develops and oversees internal program policy

F. Offender Reentry Resource Navigator (Supervised by E.)

- Supports returning offenders with needs secondary to employment by providing short-term case management in order to assist their connection to community programming, resources and job-readiness programs
- Conducts weekly employment class at Northwestern Correctional Center as part of the BCJC's partnership with HowardCenter on grant-program
- Tracks data and information on clients participating in program
- performs outreach to community partners

G. Offender Workforce Development – Contractor with VABIR (Supervised by CJC Coordinator)

- Develop, enhance and implement workforce development activities for returning offenders
- Collaborate with area community partners to develop and offer employment training and readiness programs
- Offer weekly employment support class to men and women
- Support Resource Navigator with utilizing curricula for facility-based employment class
- Liaison for VABIR, VOC Rehab, Creative Workforce Solutions, VT Works for Women
- Collaborates with Dept of Corrections personnel
- Assists with internal policy development

H. Graffiti Removal Specialist

- Coordinates graffiti removal program
- Collaborates with City Departments to remediate graffiti
- Tracks and compiles reports of graffiti vandalism for Burlington Police Department
- Recruits, trains and conducts regular communication with graffiti removal volunteers
- Researches and purchases graffiti removal supplies and equipment

I. Parallel Justice Specialist (BPD-based)

- Collects and analyzes all victims' reports to the BPD
- Directly contacts or supervises volunteers' contact of all program- appropriate victims who call the police
- Manage case-load of victims, perform short-term advocacy including assistance with communication with the police department and area agencies; initial Resource Bank/Victim Fund eligibility determination and case follow-up.
- Manage volunteers: screen, train, supervise and support their contacting of victims
- Manage interns from local colleges and university.
- Support program and policy development of parallel justice program

J. Parallel Justice Specialist (CJC-based)

- performs outreach to area agencies
- writes grants and implements fund-raising events for Parallel Justice Victims' Fund
- supervises volunteers when appropriate
- develops campaigns to raise awareness of safety considerations
- Support program and policy development of parallel justice program

K. Evening Receptionist for Adult Panels (Supervised by RJ Coordinator)

- Directs foot traffic for weekly evening meeting to adult restorative justice panel
- performs administrative tasks that support outreach and file management of CJC programs

L. Evening Receptionist for Youth Panels (Supervised by CJC Coordinator)

- Directs foot traffic for weekly evening meeting to adult restorative justice panel
- performs administrative tasks that support outreach and file management of CJC programs

M. Day-time Greeter (Supervised by Parallel Justice Specialist based at the CJC)

- Directs foot traffic to meetings of CJC
- Collects and distributes mail
- Conducts reminder calls for individuals participating in panel meetings
- performs administrative duties as assigned

VI. MENTAL EFFORT

a. Title:

b. Title:

VI. MENTAL EFFORT

Describe the most mentally challenging part of your job or the most difficult typical problems you are expected to solve. Give examples.

1. Inter/Intra departmental relationships—Mayor's Office, City Attorney, Burlington Police Department, States' Attorney Office, Judiciary, Department of Children & Families, Victim Advocacy Organizations, VT Center for Crime Victim Services, Department of Corrections,

The CJC serves individuals from two distinct groups; victims and offenders; whose needs can often be at cross-purposes.

Balancing requirements of all of the funding resources and necessary positive community partner/city department relationships so that CJC can succeed at its various tasks AND simultaneously moving policy forward in a positive way with the best possible outcome for our community and people we serve.

Supporting the team at the CJC so that they are productive, positive and working well with clients and community partners.

2. Complex policy matters- Both in the local and state-wide community analyzing, anticipating, proposing and garnering the necessary buy-in to move policy forward. Because of the wide array of relationships necessary to do its work, the CJC can be involved in policy matters connected to Public Safety, Victim Safety, Offender Accountability, Juvenile Justice Issues, Local/state-wide human service delivery

3. Personnel Efforts – managing and directing the 12 staff/contractor/interns at the CJC to ensure that the team of individuals with a lot of individual responsibility in disparate programs not only work well together and collaborate efficiently but that the CJC is a place that grows their leadership skills. Provide leadership and direction in the hiring of new staff, interns and volunteers.

VII. Work Situation: The Community Justice Center has always been a program that has worked closely with leadership of the City of Burlington. However, in the last five years, the CJC's connection to leaders from the Criminal Justice System (both locally and on a state-wide level) has deepened significantly. This growth and strengthening of relationships with leaders has lead to the CJC's increased credibility at the statehouse and in local program development. It has also lead to a significant increase in grant awards and programmatic growth. The staff size has doubled over the last five years.

Describe some of the features of your work environment, department or unit which would help us better understand the size and complexity of your job.

a.	Equipment Operated	Proficiency Level	Hours per day
b.	Skills		Hours per day
c.	Qualifications		

Excluding your supervisor, give a few typical examples of your principal contacts and the purpose of each.

Contact	Purpose	Frequency
Chief Schirling	Collaboration; joint grant management; program development including Rapid Intervention & Community Court, Graffiti Removal, Parallel Justice, Offender Reentry	weekly
Ken Schatz, City Attorney	Collaboration on local and juvenile justice issues and advice (“content supervision”)	Weekly
Tj Donovan, Chittenden County States Atty	Oversight of Rapid Intervention & Community Court, complex victims’ rights issues and collaboration	Bi-weekly – monthly
Mayor’s Office (mayor and assistant to the mayor)	Joint management of JAG grant, new program development, justice issues that crop up in the community and when needed Parallel Justice for Victims of Crime Commission work/Public Education work	Monthly
Deb Thibault, Manager of Chittenden County Probation & Parole	Community collaboration and Offender Reentry program development and occasionally staff accountability	Bi-weekly-monthly
Judy Rex, Executive Director for VT Center for Crime Victim Services	VOCA grant management and Parallel Justice Commission work	Monthly
Community Justice Network of Vermont	During the legislative session, work closely with the legislative committee and lobbyist, during the rest of the year, serve on leadership committees to set training and protocol standards for restorative justice, victim safety and offender reentry for VT	Weekly, during legislative session: daily
Bob Wolford, Director Of Offender reentry	Program development, grant applications, evidence-based class design	Weekly

Contact	Purpose	Frequency
services for Howard Center		
Erika Smart, Community Coordinator: Rapid Intervention & Community Court	RICC program development and grant management.	weekly
CEDO-department communications	Communicate CJC activities, programs, goals, and results to CEDO staff; be part of the CEDO management team	Monthly and as needed

X. WORKING CONDITIONS

- a. Lifting.
- b. Working positions
- c. Physical Hazards.
- d. Environmental conditions.
- e. Mental stress:
- f. Unusual working periods.

XI. ADDITIONAL INFORMATION

Karen Vasthi
Incumbent Signature

5/4/12
Date

SUPERVISOR'S SECTION

Carefully review the completed questionnaire, but do not alter or eliminate any portion of the original response. Please answer the questions listed below.

1. What do you consider the most important duties of this job and why?

This program is a complex organization of staff and volunteers who work closely with victims of crime, offenders and newly released offenders from prison. This position is the Director of the Community Justice Center and should be recognized as such. The program has grown in the past few years and the Director should be on par with the CEDO Assistant Directors because the leadership skills required to manage, direct, supervise, develop and implement between the various stakeholders are equal to those positions.

The position requires skilled contact with program partners such as the VT Dept of Corrections, the Police Dept and States' Attorneys Office in both programmatic and funding opportunities. In addition, the position has become an important player on the state level as plans by the Dept of Corrections play out in the release of offenders back to the community.


2. What do you consider the most important qualifications of an employee in this job (not necessarily the qualifications of the present employee) and why?

This position requires tact, sensitivity, toughness and the ability to promote, develop and implement a very important function of city government: the program that works with offenders, victim of crime, the public and all of the entities that deal with offenders and victims in the criminal justice system. It is a soup to nuts program and the Director needs to establish a relationship with many varied factors and players.

3. Comment on the accuracy and completeness of the responses by the employee. List below any missing items and/or differences where appropriate. Pay particular attention to the responses of all your subordinates to see that as a group the questionnaires provide an accurate description of your department or work unit.

I agree with Karen's assessment of her responsibilities. One thing she perhaps downplays is the importance of the position in the overall management organization of the department. CJC has become an integral part of the work of the Dept and as such coordination with other aspects of the Department work is vital.

Note the annual budget for the CJC has grown from \$313,100 in FY 10 to \$572,000 in FY 13 and the staff have grown in numbers as well.


Signature

Date

5/4/12

IMPORTANT: Significant difference of opinion noted by the supervisor should be reviewed with the employee.

City of Burlington Job Description

Position Title: ~~Community Justice Center Coordinator~~ Assistant Director of Community Justice

Department: CEDO

Reports to: Director of CEDO

Pay Grade: ~~48~~19

Job Code: ~~623~~

Exempt/Non-Exempt: Exempt

Union: Non-Union

General Purpose: This position is responsible for the development and management of the Community Justice Center (CJC). In addition, the CJC Coordinator is also responsible for promoting the use of restorative principles to respond to crime and conflict throughout the City of Burlington.

Essential Job Functions: (This section outlines the fundamental job functions that must be performed in this position. The "Qualifications/Basic Job Requirements" and the "Physical and Mental/Reasoning Requirements and Work Environment" state the underlying requirements that an employee must meet in order to perform these essential functions. In accordance with the Americans with Disabilities Act, reasonable accommodations may be made to qualified individuals with disabilities to perform the essential functions of the position.)

- Oversee all CJC programs ~~including (but not limited to) Reparative Probation, Alternative Justice, Parallel Justice, Offender Reentry, and Community Support Program~~ including setting priorities and strategies for each program area.
- Receive and utilize input from project/program staff, community stakeholders, funding agencies/organizations and elected officials to set priorities and strategies for the Community Justice Center and each of its sub programs.
- Manage all general operations of the division including assisting in the development and monitoring of the division budget.
- Maintain positive public relations and promote restorative principles. Participate in community initiatives regarding crime, conflict and Criminal Justice System
- Facilitate community efforts to respond to issues relating to crime and conflict. Develop and implement new forums, policies and/or programs to meet expressed community concerns
- Serve on community-based leadership groups in the realm of alternatives to justice, victim safety, offender accountability, offender re-entry, and social services such as Rapid Intervention/Community Court Advisory Committee, and Parallel Justice Commission. Including assisting in the creation and maintenances of grants and sub-grants as needed.
- Assume a leadership role with the Community Justice Network of Vermont, participate and remain knowledgeable in legislative policy issues and needs and serve on the CJNVT legislative committee.

- Facilitate and Pparticipate in local and statewide initiatives to improve response to ~~crime~~ crimeand, -conflict, offender accountability, victim support and alternatives to criminal justice system.
- Oversee and conduct negotiations with multi-party and multi-agency affiliations to secure funding and operational authority
- Facilitate regular collaboration between City of Burlington (through the Burlington Police Department and City Attorney's Office) with the State of Vermont Department of Corrections
- Direct, manage, and supervise the hiring and performance of Community Justice Center employees.
- Provide on site support for one outside contractor from VABIR.
- ~~Manage CJC staff, assign and supervise work, evaluate performance, and administer minor discipline~~
- Oversee the recruitment, supervision and coordination of volunteers serving in the CJC programs
- Federal, State and Private grant solicitation and management. Maintain regular contact with the Vermont Agency of Human Services, the U.S. Department of Justice, Vermont Center for Crime Victim Services, Office of Victims of Crime and other agencies regarding contract compliance and funding opportunities
- Support an active Citizen-based Advisory Committee
- Develop and implement a strategic plan for long-term sustainability of the CJC
- Prepare recommendations for and administer CJC annual budget
- Provide regular program up-dates as necessary
- Serve on department advisory team including weekly meetings with Director and other Assistant Directors to analyze budget, make staffing recommendations and other projects as needed and as assigned by the CEDO Director.
- Performs other duties as required

Qualifications/Basic Job Requirements:

- Bachelor's degree in a relevant discipline and four to six years of experience in community-based conflict resolution, community development, and program development and management
- Supervisory experience required
- Volunteer management, including recruitment and support, highly desirable
- Demonstrated success in fostering collaborative relationships or coalitions required
- Demonstrated public relations, group development and facilitation skills required
- Ability to communicate effectively both orally and in writing required
- Attendance at early morning/late evening meetings and some travel required
- Ability to work with a diverse group of partners and program participants required
- Demonstrated ability to be creative in program design and development required
- Demonstrated success in grant writing and management

Physical & Mental/Reasoning Requirements; Work Environment:

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

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

Supervision:Directly Supervises: ~~1-3~~ 8Indirectly Supervises: 50 Volunteers**Disclaimer:**

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

Approvals:

Department Head: _____

Date: _____

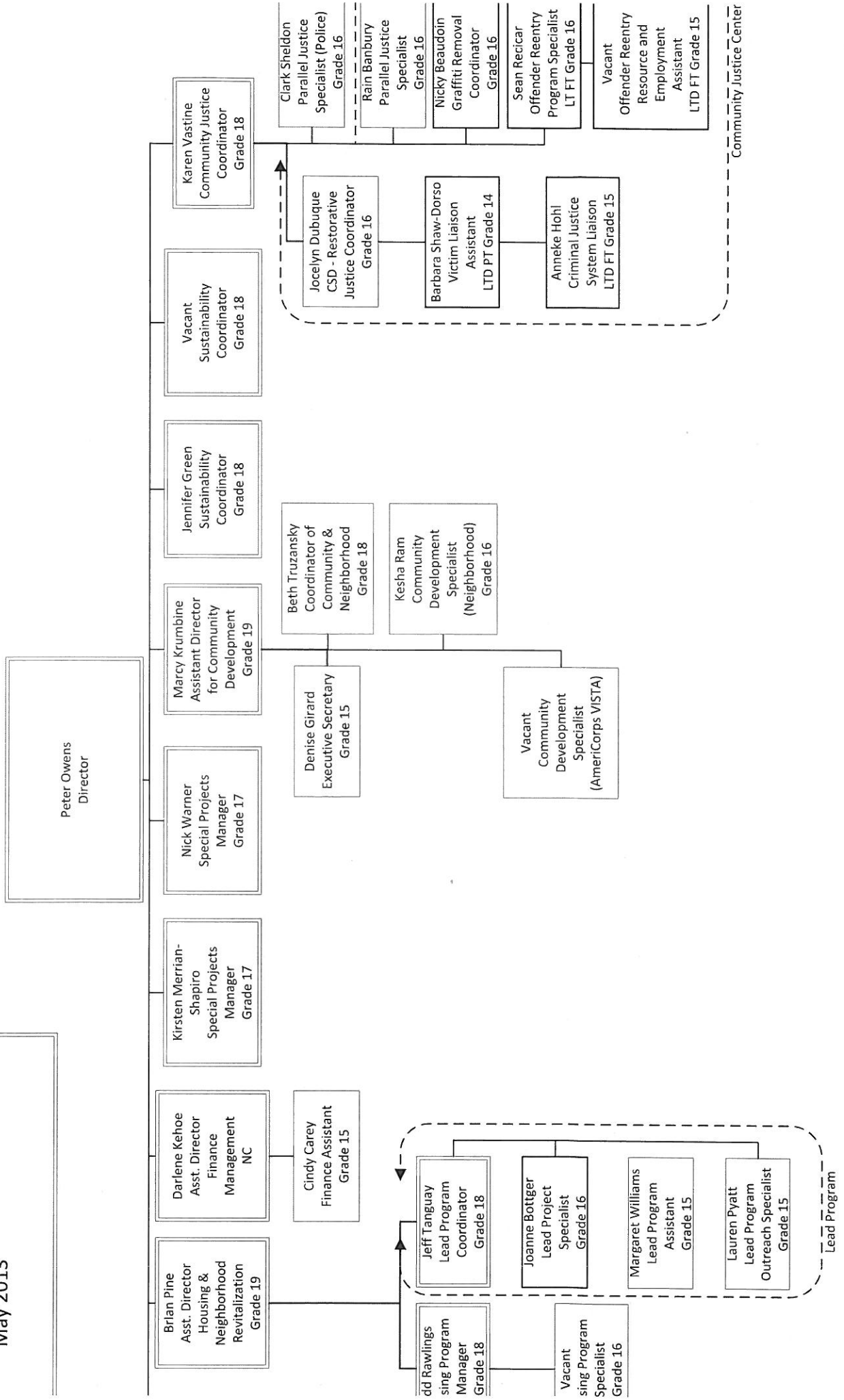
Human Resources: _____

Date: _____

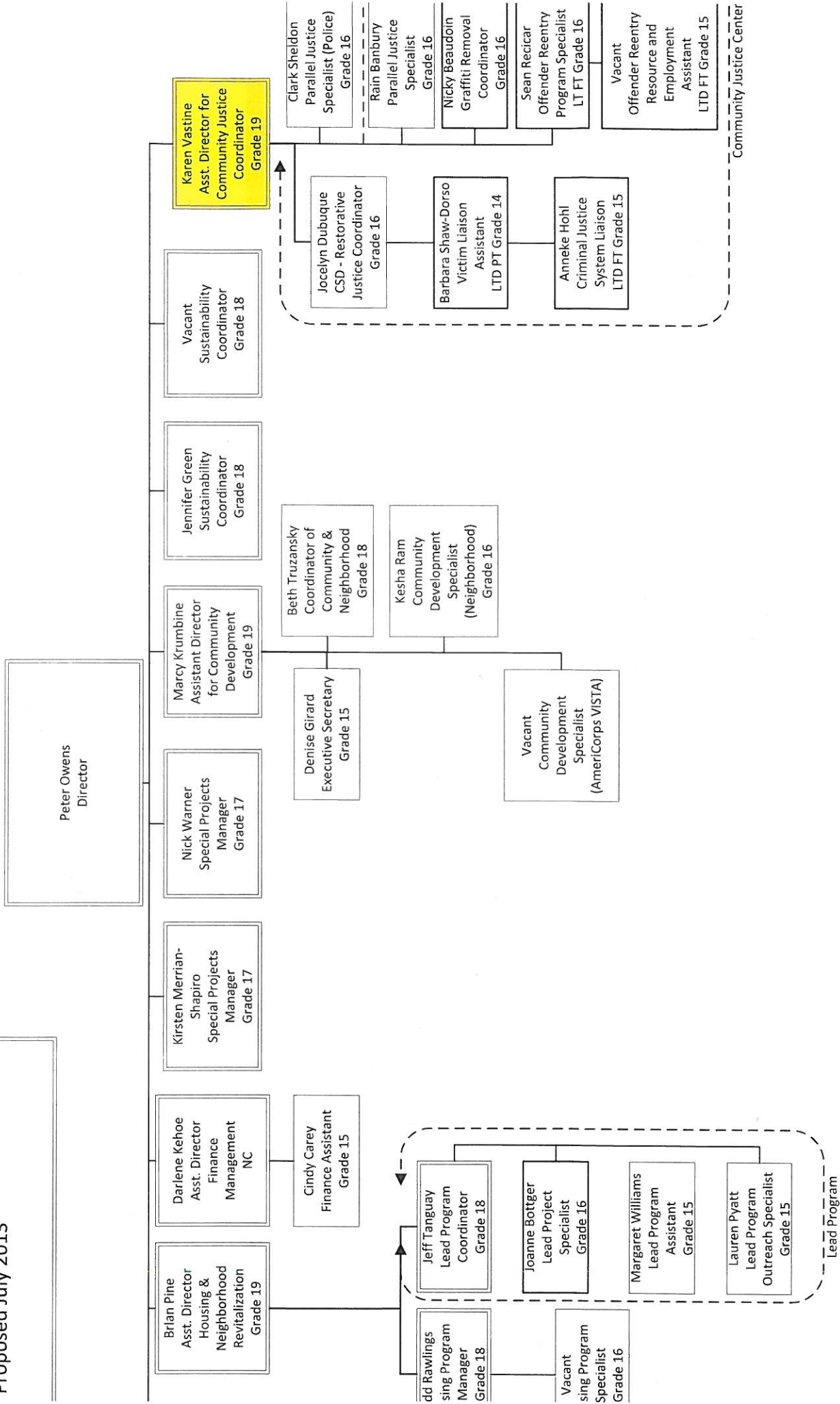
Revised ~~10/18/02~~ & Reclassified March 2013

DRAFT

City of Burlington
and Economic Development Office
May 2013



City of Burlington
and Economic Development Office
Proposed July 2013



Classification Scores
March 2013

Assistant Director for the Community Justice Center			
Knowledge & Skills	E1Y		212
Mental Demands	E3I		70
Accountability	D1D		92
Working Conditions	L1A		0
			374
Total			
Classification	Full-Time Regular Grade 19		



Members of the City Council:

As many of you know, the Burlington School District has been negotiating a series of real estate transactions that involve selling our property at 150 Colchester Avenue (Ira Allen) to UVM, leasing the Taft School to UVM and purchasing the property on Allen Street that formerly housed St. Joseph's School.

On July 1, the School District presented information on these transactions to the City's Board of Finance which agreed to send the proposed transactions to the full Council for possible approval. At that time, the School District and the Board of Finance anticipated that this item would be on the July 15 Board agenda.

At this point, though, the School District does not want to ask for the City Council's approval for these transactions on July 15 because of the status of the negotiations surrounding one of the transactions, the proposed lease of Taft School to UVM. As many of you know, Taft School was granted to the City/School District with covenants requiring that it be used for educational purposes, and subsequent court decisions have provided further interpretation to these covenants. While we believe we remain headed toward an agreement with UVM regarding the proposed lease of Taft, there are still aspects of the proposed lease being advanced by UVM that we feel do not either honor the covenants on the property and their interpretations and/or put the School District and the City in a position of possible economic risk that we should not be willing to take on.

These transactions, from the standpoint of the School District, work as a package. They allow the School District to consolidate facilities, increase usable square footage and do so without taking on additional debt or additional annual costs. Thus, with a delay on one of the transactions, we believe that it's in the better interest of the City and the School District to resolve these issues prior to asking for the approval of the City Council. We are working diligently on this, and hope to be able to present a complete package of agreements at the August Council meeting.

Thank you for your time and attention to this issue,

Alan Matson

Chairman, Burlington Board of School Commissioners

Page 1 of 1

JEANNÉ COLLINS ~ SUPERINTENDENT

150 COLCHESTER AVE. ~ BURLINGTON VT 05401

PHONE: 802-865-5332 ~ FAX: 802-864-8501 ~ WEBSITE: WWW.BSDVT.ORG

EEO: This material is available in alternate formats for persons with disabilities.

To request an accommodation, please call 1. 800.253.0101 (TTY) or 1.800.253.0195 (voice).

LAW OFFICES
OF
JOHN L. FRANCO, JR.

110 Main Street, Suite 208
Burlington, Vermont 05401-8451
Telephone (802) 864-7207 FAX (802) 859-1876
Email: johnfrancolaw@aol.com

July 9, 2013

Hon. Miro Weinberger, Mayor
Hon. Joan Shannon, President, Burlington City Council
Members, Burlington City Council

Re: *Church Street Marketplace District Trespass Authority Ordinance Enforcement*

Dear Hon. Mayor and City Councilors,

We are gratified with and want to thank you for your decision on June 24th to release the City Attorney's previous opinion regarding the Church Street trespassing ordinance.

However, the Police Department's June 20th release of public records regarding enforcement of this ordinance shows in each and every case a substantial violation of procedural due process. Because of this, we urge you to order the Police and other City Departments to immediately suspend enforcement of this ordinance.

A trespass notice takes place under the ordinance immediately and automatically and is suspended only if the recipient files an appeal with the Marketplace District offices. These records – which spanned April 26th through June 9th -- show that

- 1) In nearly half of the cases, 24 hour notices were issued *without any practical opportunity for appeal at all* because they were issued on weekends, were effective immediately, ran their course, and expired before the Marketplace office ever opened the following Monday for an appeal to have been taken.
- 2) In *all* of the cases the notices were issued after business hours, again when the Marketplace office was not open, meaning that between 7 and 15 hours of the 24 hour notice had expired before any appeal could be taken.
- 3) In three cases, the notices were issued despite the fact that the individual was incapacitated, in custody and either jailed at the Correctional Center, at the Howard Center undergoing drug or alcohol detoxification, or at the hospital undergoing an emergency mental health evaluation. The only possible point to issuing a trespassing notice in such situations is to get the first 24 hour notice "booked" against the individual so that the next one(s) can be enhanced to 90 days and then 1 year.
- 4) In all of the cases, the trespass notices do not inform the recipient in easy to understand language that (a) they have a right to appeal (b) that the appeal suspends the effect of the trespass order (c) that failure to take an appeal can mean that any future no trespass orders can be for up to 90 days for the second notice and up to a year for the

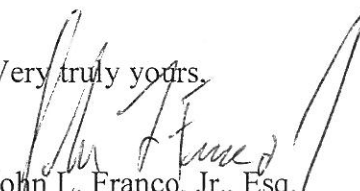
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third notice, (d) where, when, and how an appeal can be taken, or (e) how to get to the Marketplace offices on Church Street without violating the trespass notice. Due process requires notices of ordinance violation to have this kind of notice. *Town of Randolph v. White*, 166 Vt. 280 (1997).

These records also show that the ordinance tends to be enforced seasonally during warmer weather. By the time the Committee reports back in October, the principal season for enforcement will have expired.

Thank you for your attention to this matter.

Very truly yours,


John L. Franco, Jr., Esq.
Former Assistant City Attorney and
City Grand Juror

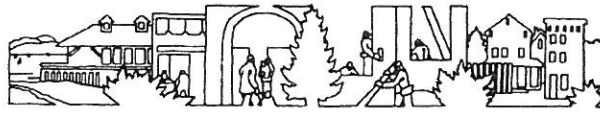

Sandy Baird, Esq.
Vermont Community Law Center,
Former Chittenden County Deputy State's
Attorney


Jared Carter, Esq.
Vermont Community Law Center

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COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

Celebrating 30 Years ~ 1983-2013

MEMORANDUM

Date: July 15, 2013

To: Burlington City Council

From: Nathan Wildfire, CEDO

Subject: **Public Investment Action Plan (PIAP) Concept Round Recap**

Between May 16 and June 4, the Public Investment Team (PIT) met three times in open deliberative meetings to review project concepts and advance a total of 29 proposals in 3 categories forward to the next round:

Special Projects – 10	(Smaller projects, less cost, mostly about place-making)
Other Projects – 8	(Larger projects, more cost, spread over whole Waterfront)
Moran Projects – 11	(Larger projects, more cost, all on the Moran property)

All concept proposals, with online and Open House comments, can be found here:
<http://www.burlingtonvt.gov/cedo/piap.aspx?t=s>. Projects that have advanced are marked
“ADVANCED.”

Moving forward, an RFP is in its final stages of editing. All advancing proposals will be asked to submit formal, full proposals in the fall in response to the RFP. In the meantime, City staff is working with counsel and regulating bodies to assess each project for any questions or concerns with TIF eligibility, regulatory hurdles, and schedule challenges. All projects will be required to meet with staff this summer, and many have already been encouraged by the PIT to collaborate.

After proposal submission, all proposals will once again be posted online and featured in Open Houses for the public to view them and comment. The Public Investment Team will once again play a role in advancing a final slate of projects forward, factoring in TIF capacity, how well the projects complement one another, and all the other requirements of the RFP – as well as public comment. This slate of projects will then go before the various regulatory bodies and committees that play a role on the Waterfront, in anticipation of taking the project slate to City Council in January 2014. If Council elects to advance the slate of projects, staff will prepare for a public vote to bond for the projects in March of 2014.

Burlington City Council
July 15, 2013
Page 2

The amount of enthusiasm from project proposers has been very encouraging, as has been the number of people who have submitted comments and participated in the Open Houses and deliberative sessions. The City has also received several letters of advisement for the Public Investment Team, including letters from Burlington High School students, Burlington Walk/Bike Council, and the Advisory Committee on Accessibility. City staff continues to explore new ways to involve the public in this opportunity to invest in our waterfront's infrastructure and welcomes input to refine the process.

For more information on PIAP in general, please visit: <http://www.burlingtonvt.gov/CEDO/Public-Investment-Action-Plan/> or contact Nathan Wildfire at nwildfire@burlingtonvt.gov.

CC: Mayor Miro Weinberger
Bob Rusten, CAO
David White, Planning and Zoning
Steve Goodkind, DPW
Peter Owens, CEDO
Doreen Kraft, BCA
Barbara Grimes, BED
Jesse Bridges, Parks and Rec
Eileen Blackwood, City Attorney

MARTHA R. LANG, PH.D.
138 COLCHESTER AVENUE
BURLINGTON, VERMONT 05401
802-862-1094

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July 10, 2013

Dear City Councilors:

I own two parcels of land, 140 and 1460 Colchester Avenue, that share a common property line with 150 Colchester Avenue.

1. The Ira Allen Building at 150 Colchester Avenue Should Not Be Sold

I am opposed to the City of Burlington selling the Ira Allen Building at 150 Colchester Avenue. This building is the newest, and only, structure of the three properties under discussion with fire resistant walls, a sprinkler system, and AC.

	Year Built	Fire Resistant Walls	Sprinkler System	AC
Ira Allen	1974	Yes	Yes	Yes
Taft	1938	Yes	No	No
St. Joseph	1929	No	No	No

Why is the Burlington School Board recommending the Ira Allen Building be sold?

2. No Net Gain in Square Footage (Excluding Gyms and Cafeteria)

Total Finished Square Feet
(Excluding Gyms and Cafeteria)

	Total Finished Sq Ft	Gym	Cafeteria	Total Finished Sq Ft
Ira Allen	16,499 sq ft	No	No	16,499 sq ft
Taft	22,308 sq ft	4,116 sq ft	No	18,144 sq ft
St. Joseph	50,760 sq ft	9,216 sq ft	7,000 sq ft	34,620 sq ft

Ira Allen and Taft combined 34,643 sq ft

There is no net gain in the square footage (excluding gyms and cafeteria) for the City of Burlington in this land transaction. Would it be a smart idea for the members of the Burlington City Council to tour all three sites and become more familiar with the real estate under discussion?

3. Sale of The Ira Allen Building Is at Less than Fair Market Value

The Ira Allen Building at 150 Colchester Avenue is a 16,500 sq ft structure on two acres of land. Recently, the total purchase price of 2 acres (several contiguous parcels) about 100 yards from 150 Colchester Avenue was \$2 million. A 16,500 sq foot building at \$60 a sq foot (low end of estimates) is \$1 million. Why is the Burlington School Board attempting to sell 150 Colchester Avenue for \$1.7 million less than the fair market price? Does the Burlington tax payer know about this less than fair market value real estate sale? Why will the potential purchaser be permitted to occupy the building rent free for one year? Is this a rent-to-own transaction?

4. Costs to Renovate St. Joseph School Are \$10 Million or More

The Burlington School Board is claiming the renovation cost of St. Joseph School, a 48,000 sq ft building, is \$1.5 million or \$27 a sq foot. The national average to renovate a school is \$200 per sq foot. Based on this information the renovation of St. Joseph School could be \$10 million or more; \$8.5 million more than the Burlington School Board is claiming. Where will the city get the money? The taxpayer? Have they been told about it?

5. The One-time \$1.6 Million Lease Payment Should Be Held in Escrow

At the June 21, 2013 Board of Finance meeting the Burlington School Board gave the following information: "The lease will be cancelled if there is a violation that is not corrected in 30 Days." Shouldn't the \$1.6 million, a one-time payment, be held in escrow and the amount equal to the monthly rent, \$1,666., be released on the first of each month for the next 80 years? Then, if the tenant violates their lease, and is asked to move, there will be no question the funds to reimburse them for the unused tenancy will be available. Is spending rent money before the day it should be entered into the ledger a fiscally responsible policy?

6. Residential Medium (RM) Zoning Problems

St. Joseph School is in a RM zone so none of the 60 employees at the Ira Allen Building can be relocated to St. Joseph School: general office and school administrative work is not a permitted use in the RM zone. Alternative working space will have to be rented while this zoning problem is discussed, which will include whether or not rezoning will even be permitted. That process could take years. How much will renting office space for 60 Burlington School District employees cost a year? For how many years?

7. Building Permit Activity Before and After the 2008 Court Ruling on Taft School

- a. From March, 2000 until March, 2008 (eight years) only one permit (excluding Burlington Telecom) was pulled on Taft School.
- b. From November, 2008 (soon after Judge Pearson approved the leasing of Taft School) until August, 2009 (ten months) ten permits were pulled.
- c. Only one permit has been pulled since August, 2009 to the present (four years).

Why were so many permits suddenly pulled immediately after the judge's decision on the Taft School and why did it suddenly stop? From 2008-2009 was the Burlington School Board anticipating a new tenant and it didn't work out? Who was the tenant? What were the problems?

Summary

In a fourteen to zero (14 to 0) vote the Burlington School Board recommended the City of Burlington:

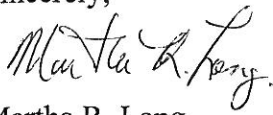
1. sell the Ira Allen Building, the newest of the three buildings and the one in the best condition.
2. sell the Ira Allen building at below its fair market value.
3. enter into a land transaction where there is no net gain in usable square footage (excluding the gyms and cafeteria) for the City of Burlington.
4. buy St. Joseph School, the oldest of the three buildings and the one in need of the most renovations. These renovations could cost the Burlington tax payer \$10 million or more.
5. enter into a lease agreement where if the tenant must be evicted the money for their unused tenancy will have been spent. Thus, making an eviction practically impossible.
6. purchase St. Joseph School, a building that cannot be used for general office and school administrative work, the main activity of the 60 employees who work at The Ira Allen Building.

Some very clever people are attempting to put the City of Burlington and its tax payers at a tremendous disadvantage in hopes of advancing their own agenda.

Legal Questions

1. Is it legal for the City of Burlington to sell a building they own, without voter approval? And, don't the voters have a legal right to approve it being sold at below fair market value?
2. Is it legal for the City of Burlington to buy a building where renovations could exceed \$10 million or more, without voter approval?
3. Is it legal, under any circumstances, for the City of Burlington to lease a school property for more than three years?

Sincerely,


Martha R. Lang.

Martha R. Lang, Ph.D.
138 Colchester Avenue
Burlington, VT 05401
(802) 862-1094

July 15, 2013

Dear Burlington City Councilors:

Net Loss of 117 Parking Spaces

Parking is a huge issue for the City of Burlington. If the Ira Allen Building is sold, the Taft School rented, and the St. Joseph School purchased there will be a net loss of 175 parking spaces for the City of Burlington.

Onsite Parking

	Used by Owner	Leased to UVM	Total
Ira Allen Building	68		68
Taft School			80

Total Parking Spaces at Ira Allen and Taft 206

St. Joseph School	31	- 31
-------------------	----	------

Net Loss of Parking Spaces 117

I would like to have the following information added to my letter to the Burlington City Council dated July 10, 2013.

3. Sale of The Ira Allen Building Is at Less than Fair Market Value

- Has anyone on the Burlington City Council seen the Burlington School Board's appraisal information? If not, why not? Are they entitled to see it?
- Why is the new tenant being permitted to occupy the Ira Allen Building rent free for the first year? What if they decide during that time they do not want to buy it? Where will that leave the City of Burlington?

4. Costs to Renovate St. Joseph School Are \$10 Million or More

Has anyone on the City Council seen the Burlington School Board's backup data on the cost estimates to renovate St. Joseph School? If not, why not? Are they entitled to see it?

5. The One-time \$1.6 million Lease Payment Should Be Held in Escrow

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This land transaction is a debt purchase: the City of Burlington is borrowing future rent money from the tenant to pay for the renovations at the building being purchased. That is a contingency liability.

6. Residential Medium (RM) Zoning Problems

- a. How many times has the Burlington Fire Department asked clerical and administrative office staff at St. Joseph School to relocate to a zoning district that permits those activities?
- b. Has making the purchase of St. Joseph School contingent on all permits being approved been considered? If not, why not?

I am opposed to selling the Ira Allen Building, renting of the Taft School - to this prospective tenant, and purchasing of the St. Joseph School.

Some very clever people are attempting to put the City of Burlington and its tax payers at a tremendous disadvantage in hopes of advancing their own agenda.

Thank you.

Sincerely,

Martha R. Lang.

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Taft School Parking Spaces

Vermont Agency of Natural Resources

vermont.gov



LEGEND

Town Boundary

NOTES

Map created using ANR's Natural Resources Atlas



1: 1,184
July 10, 2013

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1" = 99 Ft. 1cm = 12 Meters
THIS MAP IS NOT TO BE USED FOR NAVIGATION

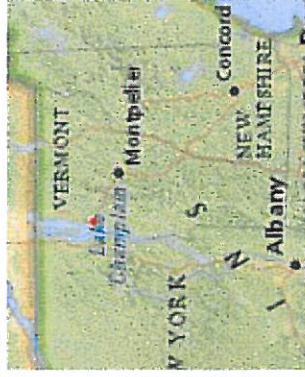
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Ira Allen's Parking Spaces

Vermont Agency of Natural Resources

vermont.gov

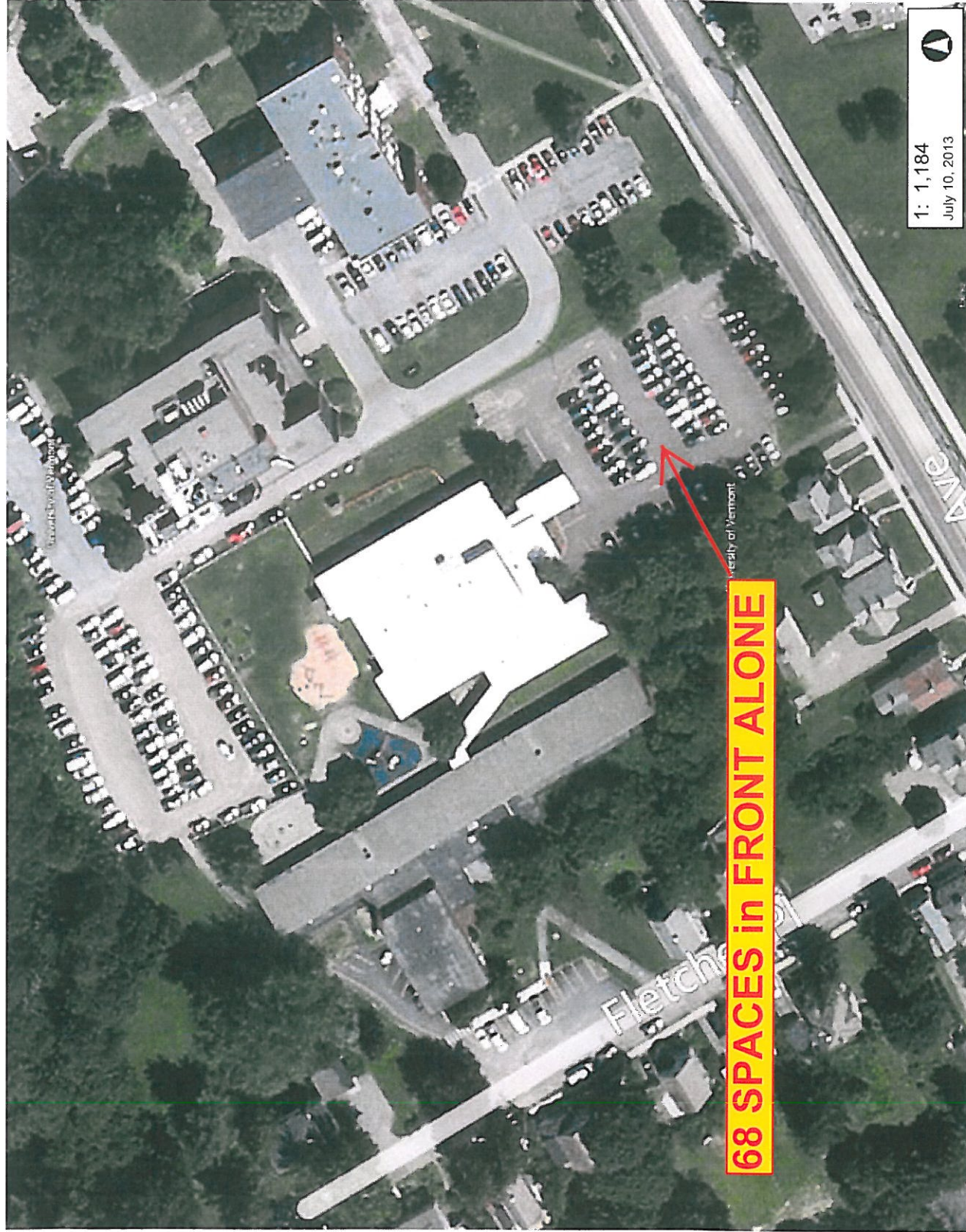


LEGEND

Town Boundary

NOTES

Map created using ANR's Natural Resources Atlas



1: 1,184

July 10, 2013

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1" = 99 Ft. 1cm = 12 Meters

THIS MAP IS NOT TO BE USED FOR NAVIGATION

DISCLAIMER: This map is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. ANR and the State of Vermont make no representations of any kind, including but not limited to, the warranties of merchantability, or fitness for a particular use, nor are any such warranties to be implied with respect to the data on this map.



St Joseph's Parking Spaces

Vermont Agency of Natural Resources

VERMONT



ONLY 32 PARKING SPACES

This deal results in a net loss of 177 spaces. Where on earth will those be found, and at what undisclosed cost?

LEGEND

Town Boundary

PROBABLE RENOVATIONS

Based on reliable construction cost data, it may cost more than \$16 million to renovate St. Joseph, plus over \$500,000 for fire sprinklers (which Ira Allen already has).

ZONING PROHIBITS OFFICE

USE School offices now at Ira Allen would need to be housed elsewhere, contrary to what proponents claim.

1: 1,173
July 10, 2013

NOTES

Map created using ANR's Natural Resources Atlas

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1" = 98 Ft. 1cm = 12 Meters

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18th Annual School Construction Report

National Statistics & Trends • Providing Detailed Analysis

SCHOOL
Planning & Management

18TH ANNUAL REPORT

School Renovations Led Increase in Spending

Total school construction rose slightly, to nearly \$13 billion in 2012.

by PAUL ABRAMSON

FIFTY YEARS AGO, the “baby boom” was in full swing and new schools were being constructed at a rapid rate. Districts raced to get schools built, get them open and worry about such things as maintenance later. There were kids knocking at the door and the door had to be built.

At the time, based on experience of the past, it was assumed that the average life span of a new school building was 50 years. Under the circumstances, 2012

should have been a boom year for school construction as districts moved to replace all of those 50-year-old structures.

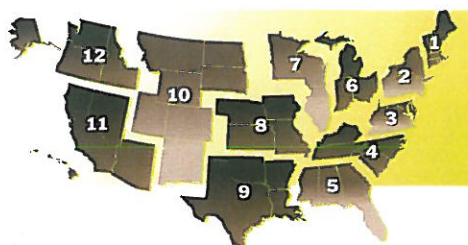
As the Gershwin brothers put it, “It ain’t necessarily so.” As a matter of fact, 2012 was a relatively slow year for school construction, and a very slow year for construction of new schools that might have replaced the 50-year-old ones. Total dollars spent on constructing new buildings in 2012 was the lowest since 1996 and, in terms of actual rather than inflated dollars, the lowest since 1990.

Of course, there are a number of rea-

sons for this. Three quickly come to mind.

- Many of the 1962 schools did not last 50 years — they were built cheaply and torn down and replaced.
- Many of those school buildings that are still in operation were significantly upgraded particularly in the late ’70s and early ’80s when federal money was available to help insulate and close up schools to save on energy.
- There has been far less growth of new communities in the last several years — existing schools are upgraded and expanded to house new students.

SCHOOL CONSTRUCTION REGIONS



1 SCHOOL CONSTRUCTION IN THE U.S. (\$000'S)

	2012 Completed	2013 Projected to Be Completed	2013 Projected to Start
New School	\$6,176,632	\$5,504,729	\$4,663,408
Additions	\$3,137,020	\$3,411,816	\$3,463,625
Renovation	\$3,663,241	\$2,775,068	\$2,432,969
Total	\$12,976,893	\$11,691,613	\$10,560,002

5 PROFILE OF NEW SCHOOLS COMPLETED IN 2012

National Medians	\$/Sq. Ft.	\$/Per Student	Sq. Ft./Per Student	No. of Students	Building Size (Sq. Ft.)	Building Cost
Elementary Schools	\$204.79	\$24,677	136.7	451	72,500	\$14,488,337
Middle School	\$193.33	\$29,286	152.8			
High Schools	\$214.37	\$36,859	172.1			
Low Quartile	\$/Sq. Ft.	\$/Per Student	Sq. Ft./Per Student			
Elementary Schools	\$160.38	\$20,400	114.6			
Middle School	\$163.52	\$24,710	127.4			
High Schools	\$164.60	\$25,721	140.3			
High Quartile	\$/Sq. Ft.	\$/Per Student	Sq. Ft./Per Student			
Elementary Schools	\$266.42	\$46,125	158.1			
Middle School	\$236.08	\$44,308	186.1			
High Schools	\$257.14	\$66,901	215.7	1,269	277,000	\$60,000,000

NATIONAL MEDIANS FOR NEW CONSTRUCTION

- New construction is typically less expensive than renovations.
- Even "low quartile median" is *five times* what the proponents predict.
- *Northeast* median (taking into account geographic concerns) is *significantly higher* --see next page.
- And see trend line, two pages down.

To read this table: The national median cost per square foot for construction of an elementary school completed in 2012 was \$204.79. Cost per student was \$24,677 and the median school provides 136.7 square feet per student. One quarter of all school districts (the low 25 percent) spent \$160.38 per square foot or less for its elementary school construction, while one quarter of all districts spent \$266.42 per square foot or more. The median high school completed in 2012 cost \$38.2 million. (Based on data from 204 elementary schools; 69 middle schools; 127 high schools.)

a year ago, probably because the schools tend to be smaller. Neither of these facts should be seen as trends. Rather, they are a reflection of where the completed buildings were located and, which ones provided full information.

Finding your fit

The median figures found in the first section of Table 5 may be significant to your district. (Caution: Though they are shown as exact numbers, they are based on estimated costs, size and students, and

should be used only as estimates.) But depending on your location, your district's aspirations, the labor market in your area and many other factors, the median may not apply to you.

If your district is in a high-cost area



PHOTO COURTESY OF FANNING/HOWEY AND MAGUIRE PHOTO

FOR THE LOCAL ADMINISTRATOR

A Closer Look at Regions

What your neighbors are doing.

NATIONAL FIGURES ARE ALWAYS INSTRUCTIVE, but from the point of view of the local school administrator or school board, it may be more important to know what your neighbors are doing. *School Planning & Management's* regional figures are designed to help you do that.

On the following pages, figures are given for each of 12 regions of the United States. In each region, a median is shown for each school type in terms of cost per student and space per student. Also shown is the school capacity reported, the building size and

The purpose of this section is to provide district administrators with a better understanding not only what your own district is

others are doing and how much their projects cost. The national tables allow comparison with districts with similar aspirations. Thus, if districts in your region on average tend to provide minimal space per student, but your district aspires to a variety of programs that need space, you may want to look at the space per

of the nation's schools (Table 5). You can use this data to measure yourself against the national median. In many cases, to help the public understand why you are doing it and what it costs, you may want to say no right or wrong — these are decisions based on your own local needs.

REGIONAL MEDIAN IS MUCH HIGHER THAN NATIONAL MEDIAN

- This is over 11 times as expensive as what the proponents claim.
- Using this regional median, the St. Joseph's renovations might cost \$16 million!

REGION 1 MEDIANS NEW SCHOOLS (CT, ME, MA, NH, RI, VT)

	Elementary	Middle	High	
\$/sq. ft.	\$306.34	\$213.33	\$303.03	The median elementary school in Region 1 spent \$306.34 per square foot or \$50,791 for each of 475 students accommodated.
\$/student	\$50,791	\$42,667	\$69,119	Middle schools cost less, something of a surprise. High schools cost \$59.2 million for 945 students.
Sq. ft./student	165.4	189.7	223.2	
Students	475	750	945	
Size (sq. ft.)	84,054	150,000	211,772	
Total cost (\$000)	\$24,183	\$29,000	\$59,222	



REGION 2 MEDIANS NEW SCHOOLS (NJ, NY, PA)

	Elementary	Middle	High	
\$/sq. ft.	\$245.38	\$216.86	\$244.64	The median elementary school in Region 2 spent \$245.38 per student or \$40,000 for each of the 505 students accommodated. The median middle school cost \$28.3 million and housed 740 students. The median high school in the region cost \$54 million.
\$/student	\$40,000	\$37,896	\$55,328	
Sq. ft./student	161.9	178.3	216.7	
Students	505	740	874	
Size (sq. ft.)	86,000	133,500	202,500	
Total cost (\$000)	\$18,230	\$28,250	\$53,950	



Trends Since 1995

A look at medians for elementary, middle and high schools.

This is the 18th year that *School Planning & Management* has collected and published data on costs of new schools in the United States. Reporting is done based on medians. The number shown is more than what one-half of schools constructed cost and less than the cost for the other half (see Table 5 for more on national and regional medians).

In 1995, as about \$104 per square foot for elementary schools and \$108 for middle schools and \$120 for high schools. Costs remained reasonably close for several years, rising slightly but still staying below the high cost part of the spectrum. High cost part tended to be less than the other half.

And then the costs had risen. School construction costs had risen 6-percent increase. Four years later, in 2007, the median high school was being constructed for \$171 per square foot. In 2011 median costs for constructing a high school reached \$219. Last year the cost of constructing a new high school was estimated at \$214 per square foot — a slight decline from the year before.

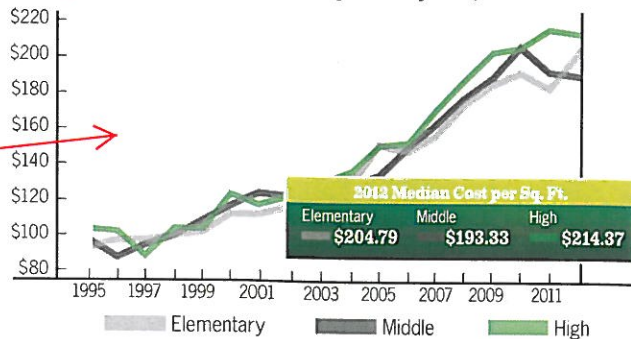
The middle school picture was similar. From 1999 (when costs were \$108 per square foot), the price rose steadily to \$130 in 2003 and \$162 in 2007. In 2009, the median cost for a new middle school was \$187.50 per square foot — a 73-percent increase over a decade. In 2010, reported costs surged to better than \$215 per square foot, but in 2011, it fell back to a more reasonable \$195 — more in line with the previous rate of increase. Last year it fell a little more to \$193 per square foot.

The cost of constructing an elementary school has more than doubled since 1985, going from \$93 to \$205 today.

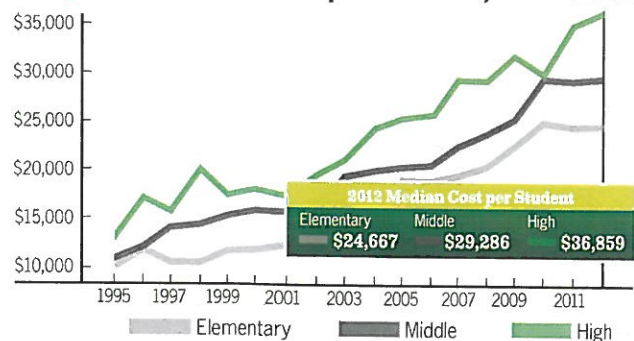
Graph B examines the history of construction cost per student over the same period of time. Cost per square foot is essentially controlled by outside forces. Cost per student, to some extent, can be controlled by the school district. The simple act of increasing the announced number of students who will be served by a new school, after all, will lower the cost per pupil. It is assumed that school districts do not do this, but with the economy robbing schools of operating funds, some districts are increasing the number of students allowed per class and that, in turn, can affect the cost per student if the new standards are applied to a building under construction. Cost in 2012 for the median high school was \$36,859 per student, but as has been noted the high schools reported this year tend to have smaller student bodies. The median school in 2011 divided its total cost by 1,100 students. In 2012, the median high school was designated for fewer than 900 students.

Graph C shows the amount of space each school type is allocating per student. This is an area where schools can control costs. Compared to 1995, elementary schools are providing about 27 square feet

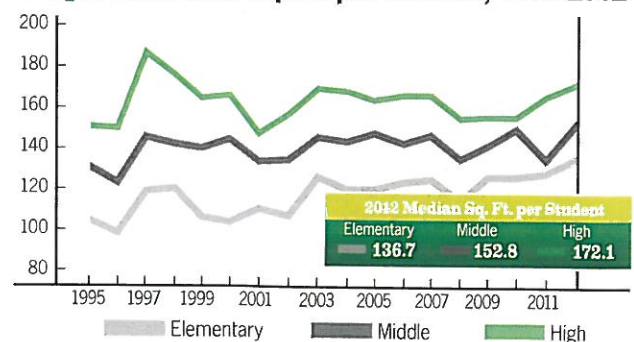
Graph A: Median Cost per Sq. Ft., 1995-2012



Graph B: Median Cost per Student, 1995-2012



Graph C: Median Sq. Ft. per Student, 1995-2012



more for each pupil. In that same period, high schools have provided about 22 additional square feet for each student. Middle schools also added an extra 18 square feet per student over the last 18 years. **SPM**

>> This Construction Report and the accompanying tables, etc., was compiled by **Paul Abramson**, education industry consultant for *School Planning & Management* magazine and the president of Stanton Leggett & Associates, an education consulting firm based in Mamaroneck, N.Y. He can be reached at intelled@aol.com.

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May 1, 2013 ---- April 30, 2014

Fee \$25.00

**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 THIRD PLACE, INC.
AMERICAN FLATBREAD
2. D/B/A (Business Name) BURLINGTON 3. Bus. Phone 861-2999
4. Business Address 115 St. Paul St. Burlington 05401
5. Mailing Address SAME
6. Contact person Tracy Howard 7. Contact Phone 861-2999
8. Email contact address tracy@flatbreadheart.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 8/3/13
4. Proposed Hours for this Special Event 5pm-10pm
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way
ST. PAUL STREET BETWEEN COLLEGE ST.
+ THE CROSSWALK AT MID-ST. PAUL ST.

For this Proposed location please answer the following questions:

- a) Occupancy Load 200 b) # of Restrooms 5 c) # of Egresses 2
- d) Date of last Fire/Safety Check N/A e) Dancing by Patrons? Yes or No
- f) Amplified Music? Yes or No g) Will additional staff and/or security be required? Yes or No

BURLINGTON CLERK
TREASURER'S OFFICE

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Fee \$25.00

(Continued on back)

PART III
DESCRIPTION OF ENTERTAINMENT

Please give DETAILED description of the type of entertainment for which you are applying:

Description OUTDOOR STREET FESTIVAL - THERE
WILL BE A STAGE FOR PERFORMERS AND
STANDS SELLING BEER AND FOOD.

STATEMENT OF APPLICANT: Under the pains and penalties of perjury, I affirm that the preceding answers are true to the best of my knowledge and belief. I have read, understand and agree to comply with all City and State conditions, laws, ordinances, regulations and statutes.

DATE SIGNED: 7/10/13

SIGNATURE OF APPLICANT [Signature]

PRINT NAME: KAY HOWARD

RELATIONSHIP TO BUSINESS GENERAL MANAGER

OFFICE USE ONLY

Fee Paid \$ 25.00 Date: _____ Fee Returned \$ _____ Date: _____

At their meeting of _____, the Burlington City Council License Committee recommended
Approval X Denial _____

At their meeting of _____, the Burlington City Council _____ this SPECIAL
entertainment permit application.

*Via email to
7/10/13 lo LC
members*

MAIN ST.

Entrance

EVENTS

BOUNCY
HOUSE OR
VENUE

Parking

Entrance
CROSS WALK

FOOD

STAGE

TABLES

BAR

STANDS
w/ROPS
AROUND THIS
AREA

CITY
HALL

27'
Entrance (Police Car)
COLLEGE ST.

American Flatbread Alley 111 St. Paul

ATTENTION LORI !!



Fee \$25.00

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 PACIFIC RIM CAFE LLC
2. D/B/A (Business Name) PACIFIC RIM CAFE AND BAR 3. Bus. Phone _____
4. Business Address 161 Church St. Burlington, VT 05401
5. Mailing Address 49 Central Ave Burlington, VT 05401
6. Contact person TOMMY WHEELER 7. Contact Phone 802-825-6808
8. Email contact address tommywheels@gmail.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 7/17-7/18 7/19 7/20 7/24 7/25 7/26 7/27 7/31 8/1 8/2
4. Proposed Hours for this Special Event 10pm - 2 Am
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way INSIDE

For this Proposed location please answer the following questions:

- a) Occupancy Load 108 b) # of Restrooms 2 c) # of Egresses 2
- d) Date of last Fire/Safety Check 5/27/13 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

Fec \$25.00

(Continued on back)

**PART III
DESCRIPTION OF ENTERTAINMENT**

Please give DETAILED description of the type of entertainment for which you are applying:

Description LIVE MUSIC AND DJS.FOOD SERVED UNTIL 2 AM.

STATEMENT OF APPLICANT: Under the pains and penalties of perjury, I affirm that the preceding answers are true to the best of my knowledge and belief. I have read, understand and agree to comply with all City and State conditions, laws, ordinances, regulations and statutes.

DATE SIGNED: 7/10/13SIGNATURE OF APPLICANT Thomas WheelerPRINT NAME: Thomas WheelerRELATIONSHIP TO BUSINESS BAR MANAGER

OFFICE USE ONLY

Fee Paid \$ _____ Date: _____ Fee Returned \$ _____ Date: _____ all fees waived for July/August onlyAt their meeting of 7/9/13, the Burlington City Council License Committee recommendedApproval X Denial _____ lo

At their meeting of _____, the Burlington City Council _____ this SPECIAL entertainment permit application.

Board of Assessors

Commission Report

Mission:

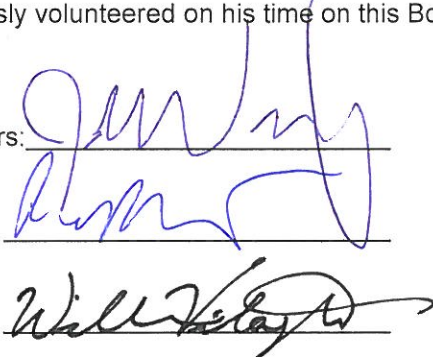
The Board of Assessors' mission is to establish equitable values for all aggrieved property owners of real estate and business personal property located in Burlington, Vermont.

The Board of Assessors is comprised of the City Assessor, Chairperson and two citizen members. Currently there is a vacancy on the Board. The Board monitors the activities of the Assessor's Office and may hear property value appeals. Property value appeals are typically from May 20th to May 25th.

- In **2012**, the Board of Assessors reviewed 34 property values at the request of the property owners. The Assessor's held 34 real estate property appeals and 0 business personal property appeals from May 20th through May 25th.
- The Assessor's reviewed and reconciled all the valuations at property owner's request.
- Property inspections were conducted when deemed necessary.
- The results of the Board were; 15 properties received no change of value and were therefore denied, 13 properties received some adjustment in value, and 6 owners were granted adjustments as requested.
- The Assessor's mailed notice of their decisions to all property owners on June 29, 2012. The letter included instructions to tax payers of their right to appeal to the Board of Tax Appeals.
- As a result of the Assessors decisions **6** property appeal request were made to the Board of Tax Appeals. The Board of Tax Appeals is the next step in the appeal process. These hearings will be held in September through December.

I would like to thank Peter Schubart and William Vitagliano, citizen members of the Board who graciously volunteered on his time on this Board.

Members:



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Burlington Conservation Board

149 Church Street

Burlington, VT 05401

<http://www.ci.burlington.vt.us/planning/>

Telephone: (802) 865-7191

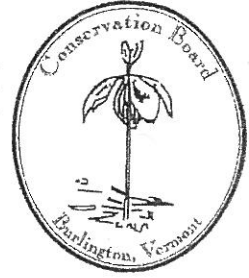
(802) 865-7195 (FAX)

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Matt Moore, Chair
Will Flender, Vice Chair
Don Meals
Scott Mapes
Jeff Severson
Miles Waite
Damon Lane
Zoe Richards



Annual Report of the Burlington Conservation Board

Fiscal Year 2013: June 30, 2012 – July 1, 2013

The Burlington Conservation Board (BCB) acts as the primary entity within the City for comprehensive environmental planning and review. Conservation Board members provide volunteer services in their areas of environmental expertise, which include wetland biology, engineering, water quality, stormwater management, land conservation and management, and the law. The Board provides thoughtful comment and guidance on all major impact development projects and conducts field observations when appropriate. We strive to develop and sustain effective communication with the Planning Commission, Development Review Board, and other City departments. The BCB has partnered with the Department of Parks and Recreation on open space management and planning through the Conservation Legacy Program. The BCB has also worked with personnel from the Department of Public Works on stormwater management matters in the city. The work of the Conservation Board relies upon the support of the Department of Planning and Zoning, which provides staffing, development review coordination, and planning expertise crucial to Board function.

In the past year, the Board has focused on three primary areas: (1) development review, (2) implementation of Chapter 26: Stormwater, Wastewater, & Pollution Control, and (3) open space planning. Some of our achievements during the last year are described below.

FOCUS AREAS:

1) DEVELOPMENT REVIEW

The BCB reviewed 12 projects this year as opposed to 18 last year. In FY 2013, the BCB evaluated the following development proposals and gave advice and specific recommendations to the Development Review Board, Department of Planning and Zoning, and the Department of Public Works:

- 81 Crescent Beach Dr Review of seawall reconstruction
- 847 Pine St Review of as-built site changes along Englesby Brook
- 8 College St Review of repairs and reinforcement of bike path along lakeshore
- 601 Lake St Review of temporary construction staging area in Urban Reserve
- 11 Driftwood Ln Review of proposed seawall
- 3166 North Ave Review of proposed driveway along lakeshore
- 3169 North Ave Review of building demolition adjacent to wetland
- 110 Riverside Ave Review of 57-unit residential development
- 196-202 North St Review of 8-unit mixed use building
- 85 Riverside Ave Review of proposed trail improvements to river walk trail
- 3-11 George St Review of proposed 24-unit mixed use development
- 140 Grove St Review of 288-unit residential development sketch plan

The programs and services of the Dept. of Planning and Zoning are accessible to people with disabilities.
For accessibility information call 865-7188 (865-7142 TTY).

In review of these projects, the BCB made specific recommendations pertaining to stormwater management and maintenance and to the minimization of wetland and riparian buffer impacts.

2) IMPLEMENTATION OF CHAPTER 26

Chapter 26: Wastewater, Stormwater, & Pollution Control was substantially revised and updated in April 2009.

Since the adoption of the revised Chapter 26, the BCB has worked with project applicants and the Stormwater Administrator in implementing the stormwater management provisions of this ordinance. The Board has encouraged innovative design and incorporation of functional green spaces into project designs for stormwater retention and infiltration. Particular attention has been paid to unique site sensitivities, receiving waters and city systems, and feasibility within the context of particular development proposals. There has been a consistent push to improve stormwater management practices, particularly on redevelopment sites. Doing so decentralizes impacts to city infrastructure and, ultimately, to receiving waters such as the Winooski River, Englesby Brook, and Lake Champlain.

3) OPEN SPACE PLANNING

The effort to update the city's Open Space Protection Plan has spanned much of the past year. The effort has involved extensive public outreach throughout the community, with stakeholder groups, and online. The update of this plan is intended to reflect changes in land use, land development, conservation, regulations, and planning policies that have occurred since the original Plan was adopted in 2000. It will also establish new priorities targeted at natural communities, recreational trails, green infrastructure, and urban agriculture. Completion of the update is expected in the summer of 2013.

OTHER ACTIVITIES

CONNECTIONS


In the course of these activities, the BCB has maintained and developed important connections with other city departments and organizations during the past year, including:


- Development Review Board (review of individual development proposals)
- Parks & Recreation Department (Conservation Legacy Program, Land Acquisition, & Open Space Planning)
- Planning Commission (Downtown & Waterfront Plan and Climate Action Plan)
- Long Range Planning Committee (comprehensive planning)
- Department of Public Works (stormwater management)
- University of Vermont Rubenstein School of Natural Resources (senior capstone projects, Burlington Geographic. and Urban Reserve ecological assessment)
- Burlington College (North Avenue / Bike Path link)

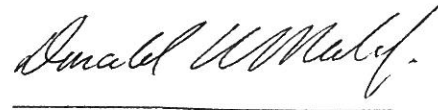
FUTURE PRIORITIES

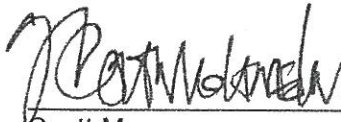
The Burlington Conservation Board will continue to provide the City and developers with timely review of proposals that have potentially significant environmental impacts. We will continue to work with the DRB on development review issues. Stormwater management will continue to be a high priority, and the BCB will work to develop explicit stormwater performance standards for future development. The BCB will continue to push for the incorporation of progressive environmental standards into the Comprehensive Development Ordinance and will work to

complete the update of the Open Space Protection Plan. Work on the Conservation Legacy Program remains a priority, focusing on conservation planning, education, and targeting parcels of importance to the City. Finally, another high priority that has developed with the recent Urban Reserve and Site Management Resolution is for the Conservation Board to play a leading role in the assessment of, and planning for, the Urban Reserve


Matt Moore, Chair

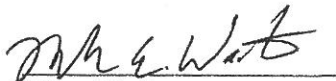

Will Flender, Vice Chair


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Damon Lane


Miles Waite


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Department of Planning And Zoning

Design Advisory Board

Monday, July 1, 2013

In response to the July 12, 2010 City Council resolution, the chair of each board will provide a short summary of its established goals to the Community Development Committee of the Burlington City Council.

The Design Advisory Board is created under the authority enabled under Vermont State Statute 24 VSA Chapter 117 § 4407(6). This board of citizen volunteers has the responsibility of advising the Development Review Board on matters regarding urban design and site planning on any proposed development project reviewed under the City's design review criteria. Design Review is a part of the zoning permit process.

The Design Advisory Board is comprised of five members appointed by the City Council. The Board meets on the second and fourth Tuesday of each month.

Our board's membership encompasses architecture, design, construction, building inspection, planning, transportation, and historic restoration. There are two alternate members appointed to the Board who are available to sit in during absences or vacancies.

Our process:

1. We review what we call staff notes prior to each meeting and endeavor to visit the physical location of each application.
2. The staff notes address - point by point - components of each application relative to the CDO. This has proven not only helpful, but critical to organizing and "keeping on task" the meetings with applicants. Note: the Board makes adjustments to and/or changes to staff recommendations when appropriate given the custom nature of select properties.
3. At the conclusion of each meeting, a motion of recommendation is made and voted on. The motion can, and occasionally does, recommend further DAB review.
4. Attending staff records our recommendations for each application and forwards to the Development Review Board.

Our goals:

1. For the coming year, the Board hopes to continue in upholding the design standards that impact the character and vitality of our community with regard to both residential and commercial settings.
2. Given the nature of our assignment, the goals of the DAB are relatively consistent. We will be guided by the current version of the Comprehensive Development Ordinance (CDO).
3. We will advise applicants who have applied for zoning permits and who qualify for the design review standards as specified in Article 6 of the CDO and as otherwise stated under Article 2 section 2.5.1 of the CDO.
4. We will focus primarily on parts 2 and 3 of Article 6 of the CDO. These parts are concerned with *site plans* and *architectural design standards* respectively.
5. Where applicable; we will adhere to Article 5 section 5.4.8 *Historic Buildings and Sites*. As mandated by the CDO; we shall be guided by the *Secretary of the Interior's Standards for the Treatment of Historic Properties*.
 - a. NOTE: Changes have been made to Sec 5.4.8 by the Planning Commission. A focus away from strict adherence to the Secretary of The Interior Standards with respect to changes to materials has been detailed in the CDO. Please see the Attached changes.

BURLINGTON CLERK
TREASURER'S OFFICE

2013 JUL 11 A 9 14

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Generally speaking, we feel that we have sent each applicant on to the DRB on a positive note. We endeavor to relate the intent of the CDO and demonstrate how each application impacts our community. This effort helps to give substance and meaning to otherwise somewhat rigid requirements.

Up to this date, we have reviewed 17 agenda items (nearly identical in number to Last year); projects ranging from owner-occupied residential to investment, institutional, and commercial buildings. Some projects reviewed in the past 12 months included a new bank on North Avenue, additional review of changes to the new Hilton Hotel on Main Street, review of a 7th floor expansion to Fletcher Allen, construction of a new 57-unit residential building with associated underground parking on Riverside Ave., a sketch plan review for redevelopment of 23 apartment units and one commercial unit on North Winooski Ave, Single family applications, and a large residential development involving an important historical property on Pearl Street.

A detailed List is attached

Our wish List:

No requests from board members have come forward.

Historic Preservation Review Committee:

The Historic Preservation Review Committee is a subcommittee of the Design Advisory Board, and has the responsibility of advising the City Council, Planning Commission, Development Review Board, and others on matters related to historic preservation. The Board meets on an "as-necessary" basis when relevant projects and issues require their review. Staff assistance is provided by the Department of Planning and Zoning.

This year we advised on a grant project, the creation of a Burlington Coloring Book. The grant was awarded to the City for educational programs. The coloring book project is on-going, however, a recent review of subjects for the book was well received and we look forward to its completion. We think all will be pleased.

Speaking for the board members, We would like to express our appreciation of the staff in the Zoning Department. The prepared staff notes describing each application as related to the design review criteria, as well as other aspects related to the CDO, are helpful as we review the merits.

Sean McKenzie, Chair

The block contains five handwritten signatures in black ink. The signatures are written in a cursive, flowing style. The first signature is at the top left, the second is below it to the left, the third is below the second, the fourth is to the right of the third, and the fifth is at the bottom right.

Sec. 5.4.8 Historic Buildings and Sites

The City seeks to preserve, maintain, and enhance those aspects of the city having historical, architectural, archaeological, and cultural merit. Specifically, these regulations seek to achieve the following goals:

- To preserve, maintain and enhance Burlington's historic character, scale, architectural integrity, and cultural resources;
- To foster the preservation of Burlington's historic and cultural resources as part of an attractive, vibrant, and livable community in which to live, work and visit;
- To promote a sense of community based on understanding the city's historic growth and development, and maintaining the city's sense of place by protecting its historic and cultural resources; and,
- To promote the adaptive re-use of historic buildings and sites.

(a) Applicability:

These regulations shall apply to all buildings and sites in the city that are listed, or eligible for listing, on the State or National Register of Historic Places.

As such, a building or site may be found to be eligible for listing on the state or national register of historic places and subject to the provisions of this section if all of the following conditions are present:

1. The building is 50 years old or older;
2. The building or site is deemed to possess significance in illustrating or interpreting the heritage of the City, state or nation in history, architecture, archeology, technology and culture because one or more of the following conditions is present:
 - A. Association with events that have made a significant contribution to the broad patterns of history; or,
 - B. Association with the lives of persons significant in the past; or,
 - C. Embodiment of distinctive characteristics of a type, period, or method of construction, or representation of the work of a master, or possession of high artistic values, or representation of a significant or distinguishable entity whose components may lack individual distinction; or,
 - D. Maintenance of an exceptionally high degree of integrity, original site orientation and virtually all character defining elements intact; or,
 - E. Yielding, or may be likely to yield, information important to prehistory; and,
3. The building or site possess a high degree of integrity of location, design, setting, materials, workmanship, feeling, and association

(b) Standards and Guidelines:

The following development standards, following the Secretary of the Interior's Standards for the Treatment of Historic Properties, shall be used in the review of all applications involving historic buildings and sites subject to the provisions of this section and the requirements for Design Review in Art 3, Part 4. The Secretary of the Interior's Standards are basic principles

created to help preserve the distinctive character of a historic building and its site. They are a series of concepts about maintaining, repairing and replacing historic features, as well as designing new additions or making alterations. These Standards are intended to be applied in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.

5. ~~Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved. Where~~

~~Deteriorated historic features will be repaired rather than are replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and size, where possible, materials recognizing that new technologies may provide an appropriate alternative in order to adapt to ever changing conditions and provide for an efficient contemporary use. Replacement of missing features will be substantiated by documentary and physical evidence.~~

6. Where materials are to be replaced, the replacement material shall be visually compatible with the original material. Visual compatibility shall include, but is not limited to matching design, texture, size and reveal of the original material. The replacement material shall also be durable. See Guidelines.

- ~~7.6.~~ Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

- ~~8.7.~~ Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

- ~~9.8.~~ New additions, exterior alterations, or related new construction will minimize impacts on not destroy historic materials, features, and while maintaining the spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale, and proportion, and massing to protect the integrity of the property and its environment.

- ~~10.9.~~ New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Additional information can be found at:

http://www.cr-nps.gov/hps/tps/standguide/rehab/rehab_standards.htm

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DAB projects reviewed 2013

July 10, 2012

1. **12-1220CA: 1127 NORTH AVENUE (NAC, Ward 4) Hauke Building Supply Inc**
Construct new building for bank with associated parking, new access from Leddy Park Rd, new sidewalk along Leddy Park Road.
2. **12-0953CA/CU: 189-191 SOUTH CHAMPLAIN STREET (RH, Ward 5) A&R Development, LLC**
Demolish existing single family residence; replace with multi story duplex, parking below.

July 24, 2012

1. **12-1267CA: 105 HYDE STREET (RM, Ward 2) Offenhartz, Inc.**
Replace wood window trim with PVC trim.
2. **12-1184CA: 1230 NORTH AVENUE (RL, Ward 7) Irene Investment Properties LLC**
Minor Planned Unit Development to convert existing accessory structure at rear of existing duplex to two residential units for a total of four residential units on the property.
3. **13-0019CA: 11 LAKEVIEW TERRACE (RM, Ward 7) David Del Piero**
Replace existing single family home with new single family home.

September 11, 2012

1. **12-0776CA/MA: 151 SAINT PAUL ST (DT/RH, Ward 5) Catamount/Howard II LLC**
Follow up review of porte-cochere for new hotel.
2. **12-0552CA/CU: 88-90 OAK STREET (RM, Ward 2) Local Food Hub, LLC**
Demolish existing outbuilding and construct new rear addition. Includes expansion of cafe use.

September 25, 2012

1. **13-0245CA: 59-61 CENTRAL AVENUE (RL-W, Ward 5) Leon Benoit/John Caulo**
Exterior renovations to existing structure.
2. **13-0284CA: 111 COLCHESTER AVENUE (I, Ward 1) Fletcher Allen Health Care**
Expansion of seventh floor, Baird Building, for maternity unit.

October 23, 2013

1. **13-0284CA: 111 COLCHESTER AVENUE (I, Ward 1) Fletcher Allen Health Care**
Expansion of seventh floor, Baird Building, for maternity unit.

January 8, 2013

1. **13-0650CA/MA: 110 Riverside Avenue (NAC-R, Ward 1) Sisters and Brothers Investment Group LLP/Steve Guild Design**
Proposed 57-unit residential building with associated underground parking

January 22, 2013

1. **13-0673CA/MA: 196-202 North Street (NMU, Ward 3) Abes Corner, LLC/Stu McGowan**
Construct one new building on vacant portion of corner lot to contain 7 new residential units and ground floor commercial. Two existing residential structures on parcel fronting Elmwood Avenue with 6 units. Total of 13 residential units proposed with combined parking; 4 space waiver requested..

February 12, 2013

1. **13-0673CA/MA: 196-202 North Street (NMU, Ward 3) Abes Corner, LLC/Stu McGowan**
Construct new building to contain 7 new residential units and 1 ground floor commercial unit on existing vacant corner lot. 4 space parking waiver requested.

2. **13-0707CA/MA: 3-11 and 13-15 George St (DT/RH, Ward 3) Rick Bove**
Demolish existing structures on George St, construct new residential building above and behind existing historic structure on Pearl St corner for total of 1 commercial unit and 26 residential units.

March 12, 2013

1. **13-0768CA: 107 Ledge Road (RL, Ward 6) Rick Levinson**
Addition at rear of existing house, construct attached garage with living space above, new circular driveway at front and increased driveway and parking area at rear, associated site and landscaping changes.

April 9, 2013

1. **12-1138PD: 70 APPLETREE POINT LANE (RL-W, Ward 4) Staniford Farms, LLC**
Amend final plat approval. Relocate existing farmhouse, modify private drive, reduce number of new building lots, and delete construction of new homes.

May 14, 2013

1. **13-0979CA: 91 NORTH WINOOSKI AVENUE (RM, Ward 3) Wayne Nelson**
Convert existing outbuilding to one residential unit. Exterior modifications including windows, doors, stair tower on side and roof deck; outdoor condensing unit to be mounted on the rooftop.

2. **13-0707CA/MA: 3-11 GEORGE STREET (DT, Ward 3) 3-11 1/2 George Street LLC**
13-0713CA: 13-15 GEORGE STREET (RH, Ward 3) 13-15 George Street, LLC
Demolish existing structures on George St, construct new residential building above and behind existing historic structure on Pearl St corner for total of 26 residential units and one commercial unit.

May 28, 2013

1. **13-0991SP: 256-258, 260-262 and 264 NORTH WINOOSKI AVENUE (NMU, Ward 2) 256-262 N. Winooski, LLC**
Sketch plan review for redevelopment of 256-258, 260-262 and 264 North Winooski with 23 apartment units and one commercial unit and associated site changes.

2. **CLG 12-06**
Draft Coloring Book Review by Historic Preservation Review Committee

3. **13-0518SP: 140 GROVE STREET (RL, Ward 1) SD Ireland Brothers Corp.**
Continued sketch plan review for proposed removal of industrial buildings and development of 240 - 288 apartment units and associated site infrastructure.

June 11, 2013

1. 13-0707CA/MA: 3-11 GEORGE STREET (DT, Ward 3) 3-11 1/2 George Street LLC
13-0713CA: 13-15 GEORGE STREET (RH, Ward 3) 13-15 George Street, LLC
Demolish existing structures on George St, construct new residential building above and behind existing historic structure on Pearl St corner for total of 23 residential units and 1 commercial unit.

June 25, 2013

2. 13-1248PD: 196 SOUTH UNION STREET (I, Ward 6) 196 South Union St Condominium
Construct new single family detached condominium structure at rear of property.

14 meeting dates

23 agenda items

Memorandum

To: Burlington City Council
From: Amy Mason – Chairperson, Burlington Board of Tax Appeals
Subject: Board of Tax Appeals – 2012 Annual Report
Date: July 8, 2013

There were nine (9) appeals to the Board of Tax Appeals (BTA) in calendar year 2012.

Two (2) of the appeals were settled with the City Assessor prior to the scheduled hearing and three (3) appeals were withdrawn by the appellant prior to the scheduled hearing. The remaining four (4) appeals were denied by the BTA with no change in value. One (1) case was appealed to the State and the decision is currently pending.

Copies of the decisions are available from Lori Olberg.

Please let me know if you would like any further information regarding the appeals or the disposition of the appeals.

RECEIVED
2013 JUL - 8 P 1:19
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Vermont Department of Taxes

NOTICE of
EDUCATION TAX RATES for FISCAL YEAR 2014

CITY OF BURLINGTON

RECEIVED
2013 JUN 28 P 36
BURLINGTON CLERK
TREASURER'S OFFICE
Prepared: June 27, 2013

NON-RESIDENTIAL TAX RATE

Non-Residential Tax Rate to be Assessed: \$ 1.6055

HOMESTEAD TAX RATE

Homestead Tax Rate to be Assessed: \$ 1.5257

The Homestead Education Tax Rate is based in part on the education spending per equalized pupil of all the pupils residing in your town. Many town districts are also members of union school districts. Each town and union school district will have a tax rate based on its spending per pupil. For towns with multiple school districts, the tax rate is a combination of those rates.

Town-specific information on education tax rate calculations is available on the Department of Taxes website at:

<http://www.tax.vermont.gov/pvredtaxrates.shtml>

By law, the legislative body in each municipality shall bill each property taxpayer at the homestead or non-residential rate as determined by the Commissioner for their municipality.

32 V.S.A. Sec. 5402(b)(1)

If you have questions about your education tax rates, please call the Vermont Department of Taxes at (802) 828-5860.

ORIGINAL: Chair Selectboard / City Council

COPY: Town / City Treasurer

Third Sector Associates

Assisting nonprofits and their communities to succeed.

- grantwriting
- public participation
- training & facilitation

Report of the Burlington City Council Retreat

June 20, 2013 – 6:00-9:00PM, Rock Point School

Participants: Bryan Aubin, Tom Ayers, Norm Blais, Sharon Bushor, Paul Decelles, Jane Knodell, Chip Mason, Karen Paul, Joan Shannon, Rachel Siegel, Max Tracy, Kevin Worden, Diane Meyerhoff (facilitator). City Staff (For Item II.1: Meetings): Eileen Blackwood, Bob Rustin, Scott Schrader.
(Bold items within the text represent action items)

I. Review Objectives for the Retreat, Review Agenda, Ground Rules

All agreed that the objectives for the retreat are: *To get to know one another better, identify and discuss Council internal issues, to discuss the possibility of a group priority(ies) for the upcoming year.* The group agreed on a set of ground rules, including:

- Use first names
- Listen and pay attention to others
- Don't interrupt
- Be respectful
- Monitor your air time
- Quiet cell phones
- Act as "normal, rational adults"

II. Discussion of Members' Internal Council Issues

The group worked from a previously prepared list of items, and these were discussed in turn:

- 1) Meetings
- 2) Councilors' Time Commitment
- 3) Council Committees
- 4) BT Communication
- 5) PSAs through Channel 17

1) Meetings

a) Deadlines for Council Resolutions/Agenda Items and Amending Agenda on the Floor. City staff discussed the difficulty in preparing Council agendas in a timely manner with the current deadline structure, and the volume of Resolutions required to conduct day-to-day City business. **Staff will draft a recommendation for a delegation of authority regarding agenda items, formatting guidelines for submissions, deadlines, and the amendment process. Sharon, Joan, and Jane agreed to work with staff to develop a recommendation for full Council review.**

b) Civility

There is a desire among the members to maintain a level of civility in public meetings.

2) Councilors' Time Commitment

There was concern expressed about the time commitment of the budget process and the commission appointment process that ran concurrently this year. **The group decided to keep the processes the same, but make some changes to the budget work sessions: shorter presentations by departments (perhaps 15 minutes) and improved notification to Councilors about the schedule of department presentations and postponement of presentations.**

The group will revisit the commission appointment process in November when surveys will be collected from those involved in the process. At that time, the Charter Change Committee will also discuss the system for notifying those who were not appointed to a Commission.

3) Council Committees

The committee system was discussed. It was decided to keep the current system in place and that Councilors be notified of committee meetings when the agenda includes an item of joint interest. **Committee members agreed to work together to write and adopt committee mission statements with follow-up by Chairs. It was requested that outgoing committee members create a list of ongoing issues for hand off to new committees.**

There was discussion of the conflict of interest policy regarding committee members, and it was decided to keep the current system, being sure that the full Council is aware of instances of conflicts.

4) BT Communication

The group expressed the need to be informed of BT news prior to reading it in the newspaper. Timely updates are important; the group appreciated the special work session on Monday. The group discussed the frequency of notification and decided that there should be **monthly BT updates at Council meetings (10-30 minutes) in executive session if required, updates from BTAB Council members, and public updates every 4-5 months. The Councilors will encourage the Administration and the BTAB to have a Town Hall-style public meeting soon.**

5) PSAs through Channel 17

The group discussed a "loose" rotating schedule for PSAs. **Joan will clarify with Channel 17 regarding the content of these PSAs (can PSAs express an opinion about "political" issues?) and create a schedule.**

III. Discussion of Council Members' Shared Priorities for the Upcoming Year

It was decided that a substantive discussion of possible priorities would be more appropriate at a Council work session, which is scheduled for July 15th at 5:00PM. Diane will provide Joan with a list of individual priorities from Councilor meetings. Councilors should contact Joan with any additional items they would like to add to the list for consideration.

IV. Meeting Evaluation

Two and a half hours maximum for session, invited staff should address Council issues only, appreciate the facilitator reaching out to Councilors ahead of the session, agenda process went well, liked the space (although it was difficult to see each other), Sugarsnap was great, good level of participation.

The meeting was adjourned at 8:45PM.



Livable Wage Ordinance

****EFFECTIVE JULY 1, 2013****

Are You
Receiving
A Livable
Wage?

The Burlington Livable Wage Ordinance requires that if you are working on a specific City of Burlington service contract or subcontract above a certain amount your employer must pay you at least \$13.94 an hour with health insurance.

\$13.94

If you are working on a specific City of Burlington service contract or subcontract above a certain amount your employer must pay you at least \$15.83 an hour without health insurance.

\$15.83

What Are
Your Rights
Under the
Livable Wage?

All employees who work directly on a City of Burlington service contract or a subcontract may be eligible. To find out if you are covered by the Livable Wage Ordinance you may call the Office of the Chief Administrative Officer at 802/865-7000.

Are You
Eligible to
Receive The
Livable Wage?

Covered employees are required to be paid at least the above amounts. If you are covered and your employer reduces your pay, your employer shall be considered in violation. You are protected by law if you assert your rights under the Livable Wage Ordinance.

Why Report A
Livable Wage
Violation?

If your employer is required to be paying you the Livable Wage and is not, he or she may be required to pay you back wages and be subject to any other appropriate action as outlined in the Ordinance.

Employee
Earned
Income Tax
Credit

Are you raising a family and making less than \$30,000? If so, you could be eligible to receive the Earned Income Tax Credit (EITC.) You may even be eligible if your income is so low that you do not owe any taxes. The EITC can reduce your taxes or provide a cash refund. There is a federal and state EITC, so ask about both. To find out if you qualify and how to get this benefit speak to your employer's payroll clerk or call IRS at 1.800.TAX.1040.



HUMAN RESOURCES DEPARTMENT

City of Burlington

179 South Winooski Avenue, Suite 100, Burlington, VT 05401

Voice (802) 865-7145

Fax (802) 864-1777

Vermont Relay: 7-1-1 or 800-253-0191

TO: City Council

FROM: Stephanie Reid, Interim Human Resources Generalist
Susan Leonard, Human Resources Director

DATE: July 11, 2013

RE: Communication – Step placement for Meghan Sweeney, Office Assistant II Fire

We respectfully bring forth a communication from Business Manager, Burlington Fire & Police Departments, Lise Veronneau, that Meghan Sweeny, Office Assistant II be considered for step-placement. This request is pursuant to the City of Burlington Comprehensive Personnel Policy, Section 5.4 Compensation Plan, subsection a. Placement, which states: “To the extent that previous relevant experience equals or exceeds the necessary knowledge and skills, job duties and responsibilities of the position being sought, those specific and relevant years of experience (less the minimum number of years of experienced required in the position description) may be converted to additional steps at a 2:1 ratio, up to a maximum of step seven (7)”.

The required minimum qualifications for the position are two (2) years of experience in an office environment and an Associates Degree. Ms. Sweeney possesses a Bachelor of Science Degree in Social Work and 8 years experience, as well as one year of City work as an Emergency Communications Specialist for the Police Department.

Based on these qualifications, pursuant to Section 5.4(a) of the City of Burlington’s Comprehensive Personnel Policy Manual, Ms. Sweeney is eligible for placement at a step three (3). This equates to a salary of \$36,139.14 per year. This annual amount is derived from the FY13 AFSCME Pay scale. If a 2% COLA, as proposed for FY14, is applied, the annual amount increases to \$36,861.92. This request does not represent a change to the organizational chart for the department.

Based on the Business Manager’s request, pursuant to Section 5.4(a) of the City of Burlington’s Comprehensive Personnel Policy Manual, which states: “Upon placement of an employee, a communication shall be sent to the City Council detailing the placement”, and with Mayoral and HR Director approval to place Ms. Sweeney at a step three (3), grade twelve (12) to take effect immediately following approval. This does represent the first placement under the new policy adapted April 18, 2013.



OFFICE OF THE CLERK/TREASURER

City of Burlington

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

Voice (802) 865-7000

Fax (802) 865-7014

TTY (802) 865-7142

BOARD OF FINANCE MONDAY, JUNE 3, 2013

MINUTES

PRESENT: Mayor Weinberger; City Council President Shannon, Councilors Aubin, Bushor, and Knodell; CAO Bob Rusten

ALSO PRESENT: ACAO Rich Goodwin; ACAO Scott Schrader; City Attorney Eileen Blackwood; Ryan Betcher, Airport; Lise Veronneau, Police

1. Agenda

Councilor Bushor requested they add item 9.5 Further Explanation of Church Street Marketplace Fees to the agenda.

Councilor Knodell stated there is an item on the City Council agenda titled Endorsement of IATSE Collective Bargaining Agreement that says it is pending Board of Finance approval. She suggested they add it to the agenda at item 9.7.

On a motion by Councilors Bushor and Aubin, the agenda was adopted unanimously as amended.

2. Public Forum

No one came forward to speak on this item.

3. Approval of the Board of Finance Minutes

a. May 23, 2012

On a motion by Councilors Aubin and Bushor, the minutes were approved unanimously as presented.

4. Authorization for Lead Hazard Control and Housing Trust Fund Budget Adjustments – CEDO

Councilors Knodell and Aubin made a motion to approve the budget adjustments.

Councilor Bushor inquired if they are increasing expenses by \$157,000. ACAO Schrader stated the City Council made this budget amendment in March but an item was inadvertently left off. Councilor Bushor inquired if it was the occupancy location for \$20,000. ACAO Schrader stated it was.

The motion passed unanimously.

5. Authorization for Stormwater Budget Adjustment – DPW

City Council President Shannon and Councilor Knodell made a motion to approve the budget adjustment.

City Council President Shannon inquired if this just shifts the accounting to the capital fund and does not increase or decrease expenditures. ACAO Schrader stated that is correct. They will be separating out the capital versus non-capital improvements to the stormwater system. They created the fee for service line to cover the work the street department has done. There is a separate capital line.

Councilor Bushor stated if this is just about moving money to the right line item, the Board of Finance should be able to do that. She suggested they review this process in the future. ACAO Schrader stated City Council could grant that power to the CAO, Mayor, or Board of Finance. Mayor Weinberger stated he would like to have that conversation at the next meeting.

The motion passed unanimously.

6. Authorization to Enter Local Match Agreements – DPW

Mayor Weinberger requested an explanation about where the local match will come from. Nicole Losch, DPW, stated these projects are within the street capital local match fund and there will be no change to that line item. Councilor Bushor inquired if these are already included in the budget as a line item. Ms. Losch stated that is correct. In the past they have just had one line item in the budget, but next year they will break it out by project. Councilor Bushor inquired if this will need Council approval. ACAO Schrader stated it needs to go to City Council because they are authorizing agreements.

Councilors Bushor and Aubin made a motion to approve the local match agreements. The motion passed unanimously.

7. Authorization for Easement with Green Mountain Power – Airport

The Board addressed an item to allow the Airport to grant an easement to Green Mountain Power to allow boats to manoeuver around the hydroelectric dam on the Winooski River.

Councilors Bushor and Aubin made a motion to authorize the easement. The motion passed unanimously.

8. Authorization for Budget Amendment for RAD Class – Police

Councilors Aubin and Knodell made a motion to approve the budget amendment.

Councilor Bushor inquired about the total of the amendment. Lise Veronneau, Police, stated it is listed on the deposit slips. ACAO Schrader stated there are other items on the deposit slips and they are only interested in the RAD Class portion.

The motion passed unanimously.

9. Budget Amendments Report for May 2013 – C/T

Mayor Weinberger stated this is a report of budget transfers that have occurred under the Budget Adjustment Resolution authority.

Councilor Aubin inquired about the differences between the totals of increases and the decreases and if this means there was about \$600,000 of overspending. ACAO Schrader stated there are instances where the amount being added is revenue. It shows as an increase but it is revenue. Mayor Weinberger stated by definition these changes are budget neutral. ACAO Schrader stated the only exception is when there were resolutions passed authorizing increased spending for unanticipated expenses. Mayor Weinberger stated the resolution that authorized them to make these adjustments required them to provide a report to Board of Finance and City Council. ACAO Schrader stated they could change the format of the report in the future.

Councilor Bushor stated having the numbers is fine. She inquired if the adjustments have to be within a department. ACAO Schrader stated they do. Councilor Bushor stated sometimes it was not clear what was happening. She wants to ensure that there is equity within departments. It would be nice to know what was authorized and the rationale behind it. ACAO Schrader stated these are budget neutral. Councilor Knodell stated the ones that draw down on the fund balance are not. ACAO Schrader stated those were authorized by the City Council. Councilor Knodell stated they should not be included. ACAO Schrader stated they could be eliminated in the future. Mayor Weinberger inquired if they could include a one line explanation of the changes. ACAO Schrader stated they could include that as well as information about how it was authorized. However, there are limitations about how much information they can put in that field. If they need more information, they can either create a new report and add another column to it or copy each budget adjustment request form that was signed by the CAO. Councilor Bushor noted an example where a grant was listed for \$6,000. They then list \$6,000 being used for Travel and Training expenses. She inquired how that works. ACAO Schrader stated in this case revenue and expenses are both increasing by \$6,000. Councilor Bushor inquired why it is listed as an increase. ACAO Schrader stated they are recognizing additional revenue and a corresponding increase in expenses. This means they are both increases. ACAO Goodwin stated that is basic accounting. ACAO Schrader stated they could eliminate the authority for anyone other than City Council to recognize increased revenue. He feels that would be good practice. If they received the \$6,000, they would then have to ask for approval to spend it.

Councilor Knodell stated if they are going to delegate authority, they need to be sure they still have some oversight. CAO Rusten stated it seems that small amounts of revenue could be approved by the CAO. The issue is more about being able to understand what is happening. They want to have a report that is not difficult to prepare but is easy to understand.

Councilor Bushor stated she does not want to go back to the old system of accepting grants and having a delay in time before they could actually be spent. They ran into issues with deadlines. She just wants to be able to understand what was actually done.

Councilor Aubin stated one line item shows that they are receiving money by way of grant. The other line item, even if it is the same money, shows that they are increasing expenses. ACAO Schrader stated they do not spend money from revenue lines and they do not receive revenues through expense lines.

Councilors Aubin and Bushor made a motion to accept the report. The motion passed unanimously.

9.5 Further Explanation of Church Street Marketplace Fees

Councilor Bushor stated there was a reference that City tax dollars cannot be used to fund operations in the Business Improvement District. She inquired if the loan the Marketplace received from the City for their over-expenditures would be violating that requirement. Mayor Weinberger stated it would not be. There is a Charter provision that says explicitly that tax payer dollars are not to be used for certain elements of the Church Street Marketplace. Last summer, there were items that were unique to the Marketplace purchased without a funding source. They solved that problem by having a temporary loan that would be paid back within five years, though they actually plan to pay it all back in FY14. Councilor Bushor stated she still sees this as problematic. She inquired if there are other options, such as using BCDC money. Mayor Weinberger stated they formally reported the violation to the Council. He is satisfied with the way they have resolved it.

9.7 Approval of IATSE Collective Bargaining Agreement

Councilor Knodell inquired if there are any changes to the agreement. City Attorney Blackwood stated there are not. Councilor Knodell inquired if the people in this group do setup for shows in Memorial Auditorium. City Attorney Blackwood stated they do. Mayor Weinberger inquired if the expenses are all pass through. City Attorney Blackwood stated that is correct. Councilor Knodell inquired if this has come before the Council in the past. City Attorney Blackwood stated they met a couple of times and came to an agreement that they would keep the terms the same. Mayor Weinberger stated the outcome is that the agreement will remain unchanged. City Attorney Blackwood stated there were issues about what they were requesting. Councilor Bushor stated this seems cloudy and requested they postpone action to get clarification. Mayor Weinberger stated there should be no harm in doing that.

Councilor Bushor stated she has received phone calls from a reporter in NYC claiming to be with the New York Times looking for information about finances in Burlington. If other Councilors are getting these kinds of calls, she wants to know where they should be referred to. She wants to make sure all information that is going out is accurate. Mayor Weinberger stated they can discuss this further in executive session at a later time.

10. Status of FY14 Budget and FY13 Actual – C/T (Verbal)

Mayor Weinberger stated they are working on the budget and will have another work session on Thursday. They are reviewing the FY13 budget daily. ACAO Schrader stated the intention is to provide 2013 actuals when they present the FY14 budget to the Council. Councilor Bushor inquired how they would like to receive questions about the budget. ACAO Schrader suggested that they be sent via email and they will be forwarded to the appropriate department. Councilor Knodell inquired if the Board of Finance will receive the FY14 budget on Friday, June 14. Mayor Weinberger stated they will and they will review it at their June 17 meeting. Councilor Knodell stated she has not yet seen the big picture and certain revenue projections. She is looking forward to seeing the budget as a whole. They know the direction that departments are receiving. Some departments have received additional resources beyond level funding and she wants to understand this within the context of the big picture. ACAO Schrader stated revenue expectations will be presented with historical data.

Without objection, Mayor Weinberger adjourned the Board of Finance meeting at 5:50pm.



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BOARD OF FINANCE MONDAY, JUNE 17, 2013

MINUTES

PRESENT: Mayor Weinberger; City Council President Shannon; Councilors Bushor, Knodell, and Aubin; CAO Rusten

ALSO PRESENT: Councilor Paul; Interim CAO Sisson; ACAO Goodwin; City Attorney Blackwood; Terry Bailey, Schools; Jesse Bridges, Parks; Bob McEwing, Airport; Susan Leonard, HR; Steve Roy, Pat Buteau, DPW; Karen Vastine, Marcy Krumbine, CEDO; Colin McNeil, McNeil, Leddy, Sheahan.

1. Agenda

Councilor Bushor requested they have time to discuss the budget. Mayor Weinberger stated it will be discussed as part of the budget resolution item. He moved item 24 to item 27.5.

On a motion by Councilors Bushor and Knodell, the agenda was adopted unanimously as amended.

2. Public Forum

No one came forward to speak.

3. Approval of the Board of Finance Minutes

a. June 3, 2013

Councilor Bushor noted that a portion of the June 3 minutes said they would discuss budget neutral amendments at their next meeting. Mayor Weinberger stated that item is on this agenda.

On a motion by Councilors Knodell and Aubin, the minutes were adopted unanimously as presented.

4. Authorization for Reorganization of Mayor's Office – HR

Councilor Knodell and City Council President Shannon made a motion to approve the reorganization.

Councilor Bushor stated the job description says that the Chief of Staff may serve as the Mayor's delegate in meetings. She wants to ensure that it is clear this does not apply to situations where the City Council President would normally serve in the Mayor's place. Mayor Weinberger stated he appreciates the point and that is not the intention.

The motion passed unanimously.

5. Authorization for Reclassification and Title Change for CJC Coordinator – HR

Councilors Bushor and Knodell made a motion to approve the reclassification and title change.

Councilor Bushor inquired if this person is currently performing the duties that are described here. She wants to make sure that they are still able to do what they have been doing. Karen Vastine, CJC, stated she has already assumed some of these duties already.

The motion passed unanimously.

6. Authorization for Department of Corrections Grant Amendment – CJC

The Board addressed an item to allow the Community Justice Center to accept an amendment to its Safer Communities Grant of \$25,000.

City Council President Shannon and Councilor Bushor made a motion to approve the grant amendment. The motion passed unanimously.

7. Authorization to Accept Justice Assistance Grant – CJC

City Council President Shannon and Councilor Bushor made a motion to approve applying for the grant.

Marcy Krumbine, CEDO, stated this request is to allow them to submit an application. If they receive the grant, they will come before Board of Finance again to authorize acceptance of the grant. Mayor Weinberger stated this grant requires formal legislative approval before application.

Councilor Aubin inquired if this means they have not yet been awarded the grant. Ms. Krumbine stated this is a formality required to apply for this grant.

Councilor Bushor inquired if the allocations listed are what they will do when they receive the grant. Ms. Krumbine stated that is correct and the Mayor's Office approved that use of the funds so that they can continue with the application process. Mayor Weinberger stated the Justice Department requests they go through the process of legislative approval. This is what they will submit and how they plan to use it.

The motion passed unanimously.

8. 2013 Five Year Consolidate Plan, CDBG Proposed Allocations and 2013 Action Plan for Housing and Community Development – CEDO

The Board reviewed CEDO's proposed 2013 Consolidate Plan for Housing & Community Development and 2013 Action Plan for Housing & Community Development.

Councilor Knodell and City Council President Shannon made a motion to approve the allocations and recommend City Council approve. The motion passed unanimously.

9. Authorization for Calahan Field of Dreams Budget Adjustment – Parks

The Board addressed a request for a budget amendment to allow them to carry \$15,659.48 of funds raised in past years into the current fiscal year to be used on the Field of Dreams at Calahan Park project.

City Council President Shannon and Councilor Aubin made a motion to approve the budget adjustment. The motion passed unanimously.

10. Authorization for Memorial Auditorium Budget Adjustment – Parks

The Board addressed an item to amend the Memorial Auditorium Budget to account for unbudgeted pass through expenses and revenues.

Councilors Bushor and Knodell made a motion to approve the budget adjustment. The motion passed unanimously.

11. Fee Increases for FY2014 - Parks

Councilors Bushor and Knodell made a motion to approve the fee increases.

Councilor Knodell inquired what the thought process was behind the increases. Jesse Bridges, Parks, stated these are the same fees they discussed as part of their budget presentation. They are looking at a 6% change to boating fees, a special event day vehicle day parking fee at \$2 more than the regular fee, and a new commercial boat launch fee. There are shelter reservation changes for the Waterfront Shelter and Battery Park with amplified sound. They also have increased ice rental fees for Leddy Arena.

Councilor Bushor inquired if there are changes to parking pass rates. Mr. Bridges stated they are not. They are promoting a \$30 league member fee which was new last year. This is intended to help curb illegal parking for those who participate in baseball in the parks, particularly around Oakledge Park. This will allow them to park at any park regardless of where they play. Councilor Bushor inquired what the process was for approving the fee increases. Mr. Bridges stated the Parks Commission met three times throughout the spring. The final meeting was in May and they advertised this in Front Porch Forum. They talked about Pennies for Parks projects and other items. They also discussed this at their budget presentation.

Mayor Weinberger inquired about boating fees. Mr. Bridges stated the boating fees will not go into effect until next boating season. Councilor Bushor inquired about the daily transient boater rates. Mr. Bridges stated those fees will go up now, but the seasonal Boathouse and Perkins Pier rates will stay the same through this boating season. Mayor Weinberger inquired what improvements they have made in the last year. Mr. Bridges stated they did \$200,000 worth of work to the Boathouse to improve bathrooms and redo the upper deck floor. They won a grant for construction that they will receive in the fall. They will put in \$32,000 and will receive an additional \$100,000 from the grant. They also have multiple PIAP proposals being considered to improve boater infrastructure. Mayor Weinberger stated that although people will be paying more, they will be receiving more. Mr. Bridges stated they will be increasing services at a greater

level than the increase in what they will be paying.

City Council President Shannon inquired if showers are used much. Mr. Bridges stated it is not a huge expense, but they have been losing money on water and hot water expenses. The fee will add up. They have also upgraded the showers. City Council President Shannon stated there are a lot of complaints around Oakledge about parking in neighborhoods. There is a perception that the fee is too high so people try to avoid it by parking in neighborhoods. She inquired if there is any information about the occupancy of the parking lot. She understands that the revenue is important to the Department, but having cars out of neighborhoods is important to neighbors. Mr. Bridges stated they do have capacity for more cars and they have avoided increasing costs of passes. Parking fees are an important part of the Departments' revenue. He does not feel that dropping the cost by \$1 would significantly increase people parking in the park. Parks are also free to walk or bike into in the spirit of promoting alternative transportation. City Council President Shannon stated there is a perception that the fee is creating problems in the neighborhood and requested they send her any information about parking rates. Mr. Bridges stated he has had conversations with neighbors in the area and have and are working on developing ways to address that. Mayor Weinberger stated the Public Works Commission has begun looking at parking restrictions. Mr. Bridges stated Public Works has say over what happens with on-street parking. There were some joint meetings with the Parks and Public Works Commissions to work to mitigate these issues.

Councilor Bushor inquired if they will be using Schmanska Barn. Mr. Bridges stated they are not renting the barn at this point. They are still using the barn, and are working to understand the costs. They are putting rentals on hold for the time being. Councilor Bushor stated that is disappointing because it is popular to have parties. Mr. Bridges stated it is their intent to be able to utilize it, but the City has been subsidizing the cost. They need to figure that out and will bring it back sooner rather than later. Councilor Bushor stated it is an important park in Ward 1 that has not received a lot of attention and it is disappointing that this is being taken away.

Councilors Bushor and Knodell made a motion to approve the fee increases. The motion passed unanimously.

12. Approval of License Agreement with Encore BTV Schools Solar II LLC - Schools

The Board addressed an item to allow Encore BTV Schools Solar II LLC to place solar panels on the roof of Flynn Elementary School.

City Council President Shannon and Councilor Bushor made a motion to approve the license agreement. The motion passed unanimously.

13. Authorization for Real Estate Transactions – Schools

City Council President Shannon inquired if this is time sensitive. Mayor Weinberger stated there are some time constraints. City Council President Shannon stated it is complex and she would like more time if possible. Colin McNeil, McNeil, Leddy, Sheahan, stated there is no hard deadline, but there is pressure to move this forward. There is an entity that would like to sell to the school. To make that happen, the other parts need to happen. There is pressure to get it done without a lot of delays and without having to turn away offers. Terry Bailey, Schools, stated

there is interest in getting public input. The University has agreed to give them a full year to make plans for relocating existing programs and completing renovations. The sooner they can start that process the better. The University has people who are willing to donate to help build their program, so timing is important. City Council President Shannon stated she feels it is odd that public process will occur after they approve the transactions and inquired why that is necessary. She stated she would like to understand how the spaces will be used and the economics of the transactions. Mr. McNeil stated the use has not been totally vetted yet. It would be up to UVM how they use Ira Allen. They have not yet decided how the Schools would use St. Joseph's. Mr. Bailey stated they will be gaining 25-30% more square feet. St. Joseph's is in a location where there has been a lot of population growth. They can use that building as space for Flynn School and the Sustainability Academy. It is in better shape than the Taft School is. It was designed as a school and is well maintained. They feel that they could get better use out of it and they like that it is located in the center of the City. Mr. McNeil stated it costs about \$68,000 per year to maintain Taft. The cost to maintain St. Joseph's would be less than the combined cost of maintaining Ira Allen and Taft. Mayor Weinberger stated there is more space and is budget positive for the School Department. It is also an investment in the Old North End and will be more energy efficient. Mr. Bailey stated the St. Joseph's co-cathedral needs to have a formal offer to begin the process. He has been working with them and they are interested in selling the property, but if they do not move forward with this, they may sell to someone else.

Councilor Bushor stated two of these properties are in Ward 1. None of the residents that will be impacted by this know anything about this. Ira Allen is owned by the School Department and is partially rented by UVM. There have been a number of challenges with that property and UVM. They wanted UVM to grow within their own campus, but they have been acquiring more properties. There have been noise issues and issues with linking Trinity Campus to Main Campus. She has concerns that none of this was done publically to allow Ward 1 Residents to weigh in. The use of Taft School does not concern her as much as the Ira Allen property. When she spoke with the School Department, she had asked if they have hired any financial advisors to look at whether or not the sale of the property as opposed to a lease of the property would be more advantageous. She feels the opportunity to acquire St. Joseph's is a good one. Her understanding was that the City did not want to give the University of Vermont any more City property, which this does. The people who live on that street are gone and Ward 1 has lost a whole side of East Avenue to Fletcher Allen. They are continuing to lose neighborhoods because they are not considering the residents who live there. She understands the financial advantages, but is frustrated with the process. She hopes they will not act on this tonight.

City Council President Shannon stated she needs more information to consider this. It would be helpful to see a breakdown of the numbers. The uses are also important to know what the value of the space is. She appreciates the affect that Ira Allen will have on neighbors, though she is not sure that it will affect neighbors any worse than the continued lease. There are different viewpoints from different Councilors and feels a presentation would be helpful.

Councilor Knodell stated there will be few significant changes in use to the building at 150 Colchester Ave. Mr. Bailey stated that is correct. Councilor Knodell stated it is good for the district and she would hate to see this get dragged out. Mr. Bailey stated that area is all commercial. The building was owned by the University before it belonged to the City. The numbers make sense. There is no net impact financially. He agrees there should be public involvement on how it is used, but the finances make sense. They have had the building

inspected and it is in good condition.

Councilor Aubin stated he recently attended a meeting where they discussed the fact that there are a very limited number of open kindergarten spaces available. He knows they are projecting an increase in the number of students in coming years. He inquired if any of the buildings they currently own could provide additional classroom space or if they expect this transaction will fulfill that need. Mr. Bailey stated one option is to expand the magnet school concept, but they need more space to be available. There are smaller elementary schools they could move and relocate administration.

Mayor Weinberger inquired if the Board is prepared to make a recommendation. City Council President Shannon stated if they make a recommendation, she would like more time to look at this. The full Council will also probably want to have a presentation. Councilor Bushor stated this is a Board of Finance issue. There are Councilors who have thoughts about this. She has a big fear that the use will change. If this were to go forward, she would want to know if there is any way to limit use. Mayor Weinberger suggested that they delay action and address this at a future meeting. Mr. Bailey stated he understands the concerns but feels it is a good opportunity.

On a motion by City Council President Shannon and Councilor Knodell, the Board unanimously voted to postpone action on this item.

14. Authorization for Service Contract for Downtown Parking Garages – DPW

The Board addressed an item to allow the Department of Public Works to sign a contract with Green Mountain Conference Services for security services at the Downtown Parking Garages.

City Council President Shannon and Councilor Bushor made a motion to approve the contract. The motion passed unanimously.

15. Budget Amendment for Equipment Maintenance – DPW

The Board addressed an item to allow for an amendment to the Equipment Maintenance budget to accommodate increased expenses in fuel and parts.

City Council President Shannon and Councilor Aubin made a motion to authorize the budget amendment. The motion passed unanimously.

16. Authorization for Leddy Arena Contract – DPW

The Board addressed an item to allow the Department of Public Works to execute a contract with Neagley & Chase for renovations to the Leddy Park bathrooms and locker rooms.

City Council President Shannon and Councilor Bushor made a motion to approve the contract. The motion passed unanimously.

17. Planning and Zoning Fee – P/Z

Mayor Weinberger stated they will postpone action on this item.

18. Authorization to Accept Grants and Award Contracts – Airport

- a. Taxiway B Reconstruction and Construct Sewage Collection/Receiving Facility (AIP-95)**
- b. Cargo Apron Reconstruction Phase 1 (AIP-96)**
- c. Design Upgrade to Security System (AIP-97)**
- d. Land Acquisition (AIP-98)**

Councilors Bushor and Aubin made a motion to authorize acceptance of the grants and awarding the contracts.

Councilor Bushor inquired if all of these contractors pay livable wage. Bob McEwing, Airport, stated they are all required to.

The motion passed unanimously.

19. Authorization for TSA Terminal Lease Renewal - Airport

Councilor Aubin and City Council President Shannon made a motion to approve the terminal lease renewal.

Councilor Knodell inquired if they plan to reconfigure security. Bob McEwing, Airport, stated last year they amended the lease to add more space. They were short term leases so that they would all be on the same term. This lease combines all of them into one.

The motion passed unanimously.

20. Authorization for Grant Anticipation Note – Airport

The Board addressed an item to allow the Airport to issue a Grant Anticipation Note not to exceed \$3,000,000 for Airport Improvement Projects.

Councilors Knodell and Aubin made a motion to approve the Grant Anticipation Note. The motion passed unanimously.

21. Authorization for Revenue Anticipation Notes – Airport

The Board addressed an item to allow the Airport to issue Revenue Anticipation Notes not to exceed \$3,000,000 for payment of Airport expenses.

Councilors Knodell and City Council President Shannon made a motion to approve the Revenue Anticipation Notes. The motion passed unanimously.

22. Authorization for Public Improvement Bonds for FY14 – C/T

The Board addressed an item to allow the Chief Administrative Officer to issue Public Improvement Bonds not to exceed \$2,000,000 for working capital and capital improvement

needs.

Councilors Knodell and Aubin made a motion to approve the Public Improvement Bonds. The motion passed unanimously.

23. Authorization for Tax Anticipation Notes – C/T

Councilors Knodell and Aubin made a motion to approve the Tax Anticipation Notes.

Councilor Knodell inquired how they determined the amount that they would need. ACAO Goodwin stated that they chose that amount on the advice of the financial advisors and Moody's. They feel that they will not need the \$10 million, but wanted to be prudent. They believe that they will likely not borrow more than \$4-\$5 million. Councilor Knodell inquired what they used in FY13. ACAO Goodwin stated they received approval for \$15 million and utilized \$9 million. Mayor Weinberger stated they pay only a modest fee to authorize the capacity and they do not pay more unless they borrow. ACAO Goodwin stated the rate they pay on the unused portion is 0.15%. It is a very good deal.

The motion passed unanimously.

25. FY14 Livable Wage Rates – C/T

Councilors Bushor and Aubin made a motion to accept the communication and refer it to the Ordinance Committee.

Councilor Knodell inquired if that action makes the rate go into effect. City Attorney Blackwood stated they do go into effect. This is a notice to the Board of Finance and City Council that these rates will go into effect July 1. Councilor Knodell stated this is an administrative matter. City Attorney Blackwood stated that is correct. The rates would be lower except the Ordinance prohibits them from going below 2010 levels.

The motion passed unanimously.

26. Authorization for Municipal Banking Authority – C/T

Councilors Knodell and Bushor made a motion to approve the banking authority.

City Council President Shannon noted a change to the sponsors of the resolution.

Councilor Knodell inquired if there are changes to the resolution. City Attorney Blackwood stated their bond counsel advised them that they need to remove language about bonding authority in this resolution.

The motion passed unanimously.

27. Delegation of Budget Neutral Amendments within City Departments' Budgets – C/T

Councilor Bushor requested that they postpone action on this item. Mayor Weinberger stated

they will continue with the current system through June 30. Councilor Bushor stated when they initially approved this authority, they agreed to revisit it to evaluate how it is working. She does want to do that.

City Council President Shannon stated she believes that this has worked but is willing to discuss it further. She would be open to expanding it further. There have been cases where accepting and signing grants has been difficult because of meetings schedule. There should be a way to do that.

Mayor Weinberger stated he does not object to delaying action on this and addressing it on the July 8 meeting agenda. CAO Rusten stated they could continue to use the authority that is allowed under the current resolution until they are able to address this at the next meeting.

Councilor Bushor and City Council President Shannon made a motion to continue the authority given under the current resolution until July 15.

Councilor Bushor stated she does want to revisit this because she has some issues with the reporting. She would like to discuss this and the function of the Board of Finance.

The motion passed unanimously.

27.5 (formerly 24) FY14 Budget Resolution – C/T

Mayor Weinberger stated they will give an overview of the budget and will then answer questions. He presented a gap analysis that will answer questions outlined in Councilors Knodell and Bushor's memo. He also presented a new general fund summary page. ACAO Goodwin stated there was confusion with the summary that was provided. The center of the page shows a hole labeled July 1, 2012 which is the budget as it was approved for FY13. They have been converting to New World over the past year which has changed how they report. He added a column that shows the New World FY13 budget which will allow for a better apples to apples comparison. The most confusing thing is that operating transfers have dropped dramatically. This budget only has \$4.4 million compared with \$12 million in the previous year. That is shown on the Profit and Loss statement. That has dropped significantly because they are actually showing costs in departments rather than doing transfers. This is better accounting.

Councilor Bushor inquired what costs are being shown in departments. ACAO Goodwin stated they are showing benefits, which is a sizeable amount. CAO Rusten stated that it makes it so they can compare the numbers with the previous year. It will also tie to the numbers in the next pages which show general fund revenues and expenditures. Mayor Weinberger stated the bottom line shows the trend of going from a deficit FY11 to a surplus now. ACAO Goodwin stated they have divided the general fund into the categories of administration, safety services, culture/recreation and public works. Mayor Weinberger stated general fund expenditures are increasing by 4.1%. CAO Rusten stated there was mention of a \$1.5 million deficit. They looked at the big highlights when determining that number, which were increased costs of benefits, new information technology and TIF reduction of general fund taxes. They addressed that difference by increases to property tax and gross receipt revenue, parking ticket fee increases, and reductions in fees because of the fiscal stability bond. They also included a \$50,000 of miscellaneous grants. They are freezing COLA increases for management and are reducing COLA to 1% for non-management positions. They also looked at positions that they could defer

hiring. They have reduced the IT and City Attorney budgets and the general fund transfer to CEDO. They have increased fees received from the Schools and Code has increased fees. This all added up to fill the \$1.5 million gap with about a \$10,000 surplus.

Councilor Knodell inquired if some departments received funding beyond level funding. Mayor Weinberger stated that most departments are slightly up over last year. When considering all of the departments and comparing net expenses with this year and next year, they were not able to come in level because of union contracts and increases. That difference amounted to about \$900,000 in expenses that they have addressed in a number of ways. Councilor Knodell inquired about the increase in the general city tax rate. Mayor Weinberger stated the voters approved the half penny increase for bike path maintenance.

Councilor Bushor stated that in past budgets, there was an executive summary which was more in depth. It was very user-friendly and allowed people to see what is included in public safety and what the major changes were. It also showed a breakdown of taxes versus user fees. She did not mention this last year, but she would like to go back to doing something like that. She inquired if there is anything they could use to augment what is currently in the budget. Councilor Bushor requested that in preparation for next year's budget the CAO's office look at previous budget summaries, including the graphs and pie charts, so as to include these in the budget summary. Mayor Weinberger stated they are willing to work on the process for the budget next year. In the materials they received for each department's budget presentation, there was a narrative outlining major changes. It is not a part of this document, but it does exist. Councilor Bushor inquired if they would consider including department summaries. They were informative and she would like to have something that people could use. A member of the audience, Councilor Paul, stated the New World software is more uniform in how budgets are presented. It is fine to have a narrative, particularly for those who are not numbers savvy. Her concern is about variances that were in past budgets. They were there through a Council resolution and they make it much easier for people to read. It made it possible to look at each department and see the numbers. She was disappointed that they were not included in this budget and hopes they will be next year. Mayor Weinberger stated he agrees. The departmental requested budgets are nearly identical to the Mayor's Recommended Budget. The information is available, although not in the most clear form. CAO Rusten stated as someone looking for the budget for the first time, he has ideas for how the budget could be easier to read. He would like to go through the process of talking to Department Heads and the Council to figure out what they are looking for. Next time they can come up with ideas about how it can be formatted to meet everyone's expectations. He inquired if they are looking for departmental narratives. Councilor Bushor stated she would like there to be a synopsis, though she does not think including a slideshow would be useful. CAO Rusten suggested they email him anything they would like to be included. Councilor Paul stated there was a Council resolution that budget presentations must include responses to the management letter. She requested that they make sure that has been done. Interim CAO Sisson stated it was done, although often times verbally. Councilor Paul stated there have been improvements and it takes time. Councilor Knodell stated she likes the summary pages they provided this year.

City Council President Shannon and Councilor Knodell made a motion to approve the budget resolutions. The motion passed unanimously.

Without objection, Mayor Weinberger adjourned the Board of Finance meeting at 7:53 pm.