
DELIBERATIVE AGENDA

CITY COUNCIL PUBLIC FORUM
MONDAY, OCTOBER 21, 2013
CONTOIS AUDITORIUM, CITY HALL
RE: GUN-RELATED CHARTER CHANGES
6:00 P.M. – 7:00 P.M.

ADJOURNED MEETING, CITY COUNCIL
MONDAY, OCTOBER 21, 2013
7:00 P.M.

1. AGENDA
2. REPORT: Kirstin Daigle, Chair, re: Housing Board of Review
3. REPORT: Nancy Kaplan, Chair and Chris Pearson, Vice-chair, Parks and Recreation Commission, re: Annual Report
4. REPORT: Yves Bradley, Chair, Burlington Planning Commission, re: Annual Report of the Burlington Planning Commission, Fiscal Year 2013 (July 1, 2012 – June 30, 2013)
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. COMMUNICATION: Clerk/Treasurer's Office, re: Openings Burlington City Commissions/Boards
 - 7.01. APPOINTMENT: Church Street Marketplace Commission (Term expires 6/30/15)
 - 7.02. APPOINTMENT Fence Viewer (Term expires 6/30/14)
 - 7.03. APPOINTMENT: Public Works Commission (Term expires 6/30/15)
8. RESOLUTION: Approval of Purchase Power Agreement Between South Forty Solar, LLC and Burlington Electric Department (Councilors Bushor, Aubin – Board of Finance)
 - 8.01. COMMUNICATION: Ken Nolan, Manager of Power Resources, Burlington Electric Department, re: South Forty Solar LLC Purchase Power Agreement
9. RESOLUTION: Acquisition of 150 Shelburne Street in the Event a Bid Not Equal to the Delinquent Tax and Costs is Made at Tax Sale (Councilors Shannon, Bushor, Aubin, Knodell: Board of Finance)
10. ORDINANCE: OFFENSES AND MISCELLANEOUS PROVISIONS—ARTICLE VI – Livable Wages (Councilors Mason, Bushor, Paul: Ordinance Committee)(2nd reading)
11. RESOLUTION: Charter Changes Concerning Police Seizure of Firearms During

Domestic Abuse Incident (Councilors Siegel, Ayres, Blais)

12. RESOLUTION: Charter Changes Concerning Safe Storage of Firearms (Councilors Siegel, Ayres, Blais)
13. RESOLUTION: Charter Changes Concerning Ban on Firearms in any Establishment with a Liquor License (Councilors Siegel, Ayres, Blais)
14. RESOLUTION: Charter Changes Concerning Concealed Firearm Permits (Councilors Siegel, Blais)
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

ADJOURNED MEETING, CITY COUNCIL

MONDAY, OCTOBER 21, 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 License Agreement re: Robert Campbell Photographs (Councilor Shannon)
*waive the reading and adopt the resolution
- 6.03. COMMUNICATION: Eileen M. Blackwood, City Attorney, re: Licensing of Robert James Campbell Photos
*waive the reading, accept the communication and place it on file
- 6.04. RESOLUTION: Authorization for Standby Letter of Credit to Cover Certain Worker's Compensation Claims (Councilors Shannon, Bushor, Aubin, Knodell: Board of Finance)
*waive the reading and adopt the resolution
- 6.05. RESOLUTION: Reclassification of One Regular Full-Time Marketing Assistant for the Church Street Marketplace (Councilors Shannon, Bushor, Aubin, Knodell: Board of Finance)
*waive the reading and adopt the resolution
- 6.06. COMMUNICATION: Ron Redmond, Church Street Marketplace, re: Request to Approve Reclassification of Church Street Marketplace's Marketing Assistant Position from Grade 14 to Grade 16, funded by reducing contractual services budget in public relations
*waive the reading, accept the communication and place it on file
- 6.07. COMMUNICATION: Julie Hulburd, HR Generalist and Susan Leonard, Director of Human Resources, re: Reclassification of the Church Street Marketplace Marketing Assistant

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

- 6.08. RESOLUTION: Construction Contract for the Waterfront Access North Phase 1
(Councilors Shannon, Bushor, Aubin, Knodell: Board of Finance)
(pending BOF approval on 10/21/13)

*waive the reading and adopt the resolution

- 6.09. COMMUNICATION: Erin Demers, Project Manager, DPW, re: Waterfront Access North –
Outfall & Coal Tunnel Modification Apparent Low Bid Results for
Construction

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

- 6.10. RESOLUTION: Delegation of Authority for Budget-Neutral Amendments That Re-
Appropriate Grant Funds and/or Program Fund Balance Within
CEDO Entitlement and Assistance Programs (Councilors Shannon,
Bushor, Aubin, Knodell: Board of Finance)

*waive the reading and adopt the resolution

- 6.11. RESOLUTION: Removal of Parking Requirements for Cafes in the Shared Use Parking
Districts (Councilors Shannon, Mason)

*waive the reading and adopt the resolution

- 6.12. ORDINANCE: COMPREHENSIVE DEVELOPMENT ORDINANCE—Removal of
Café Parking Requirements in Shared Use Districts ZA 14-06
(Councilors Shannon, Mason)(1st reading)

*consider this 1st reading and refer to the Ordinance Committee

- 6.13. COMMUNICATION: Steve Goodkind, re: CSWD Resignation

*waive the reading, accept the communication, place it on file and send a letter of appreciation to Steve
Goodkind thanking him for his years of service as the CSWD Representative for the City of Burlington

- 6.14. COMMUNICATION: S. Chapin Spencer's CSWD application, term expires 5/31/14

*waive the reading, accept the communication, place it on file and appoint S. Chapin Spencer as the
CSWD Representative for the City of Burlington

- 6.15. COMMUNICATION: William E. Johnson, Director, Property Valuation and Review Division
to DK Burlington Town Center, c/o General Growth Properties, P.
Michael Majury, Property Tax Manager, re: DK Burlington Town Center
v. City of Burlington (PVR #2012-140)

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

- 6.16. COMMUNICATION: Laura Standard, 22 Wilson Street, Burlington, re: F-35 Opposition

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

- 6.17. COMMUNICATION: Wendy Rice, 101 Hildred Drive, Burlington, re: F-35 Opposition

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

- 6.18. COMMUNICATION: Ron Manganiello, 78 Central Avenue, South Burlington, re: F-35
Opposition

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

- 6.19. COMMUNICATION: Kurt Peters, 197 Starr Farm Road, Burlington, re: F-35 Opposition

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

- 6.20. COMMUNICATION: Kate McInnis, 197 Starr Farm Road, Burlington, re: F-35 Opposition
*waive the reading, accept the communication and place it on file
- 6.21. COMMUNICATION: Louis Siegel, 267 Pearl St B-2, Burlington, re: F-35 Opposition
*waive the reading, accept the communication and place it on file
- 6.22. COMMUNICATION: Martha R. Lang, Ph.D., 138 Colchester Avenue, re: St. Joseph's School
(10/7/13 cc handout public forum)
*waive the reading, accept the communication and place it on file
- 6.23. COMMUNICATION: National Priorities Project, re: F-35 and Burlington, VT: What's the total
cost?
*waive the reading, accept the communication and place it on file
- 6.24. COMMUNICATION: Jeffrey Haslett, re: F-35=Lockheed Martin not National Guard or We the
People
*waive the reading, accept the communication and place it on file
- 6.25. COMMUNICATION: Sr. Joanne LaFreniere, RSM and others, 100 Mansfield Avenue, re: Five
Articles re: Gun Laws
*waive the reading, accept the communication and place it on file
- 6.26. COMMUNICATION: Laura Babcock, Board of Electric Commissioners, Burlington Electric
Department, re: Electric Commission Attendance Record
*waive the reading, accept the communication and place it on file
- 6.27. COMMUNICATION: Kevin Dorn, Interim City Manager, South Burlington, re: Status of a
Municipal Planning Grant application
*waive the reading, accept the communication and place it on file
- 6.28. COMMUNICATION: Mayor Miro Weinberger, re: Pension Summit Draft Proposal
*waive the reading, accept the communication and place it on file
- 6.29. COMMUNICATION: Nathan Wildfire, CEDO, re: Public Investment Action Plan (PIAP)
Check-in
*waive the reading, accept the communication and place it on file
- 6.30. COMMUNICATION: Mayor Miro Weinberger, re: Proposed Maker Space in Memorial
Auditorium
*waive the reading, accept the communication and place it on file
- 6.31. COMMUNICATION: Michael Metz, on behalf of The Generator Team, re: Maker Space:
Annex of Memorial Auditorium
*waive the reading, accept the communication and place it on file
- 6.32. COMMUNICATION: Peter Owens, CEDO and Jesse Bridges, Parks and Recreation to the
Burlington Planning Commission, re: Zoning amendment request
*waive the reading, accept the communication and place it on file
- 6.33. COMMUNICATION: Amy Bovee, Executive Secretary, re: Board of Finance Minutes for
September 3, 2013
*waive the reading, accept the communication and place it on file
- 6.34. COMMUNICATION: Amy Bovee, Executive Secretary, re: Board of Finance Minutes for

September 11, 2013

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

6.35. COMMUNICATION: Amy Bovee, Executive Secretary, re: Board of Finance Minutes for September 16, 2013

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

6.36. COMMUNICATION: Amy Bovee, Executive Secretary, re: Board of Finance Minutes for September 30, 2013

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

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

El Gato Cantina, 169 Church Street, Friday, November 1, 2013, 11 p.m. – 1 a.m., Dancing, Amplified music, “Day of the Dead” Salsa Night

*waive the reading, accept the communication, place it on file and approve the one day special event indoor entertainment permit application for El Gato Cantina for Friday, November 1, 2013

6.38. SPECIAL EVENT INDOOR ENTERTAINMENT PERMIT APPLICATION (November only):

Pacific Rim, 161 Church Street, Dancing, Amplified music, 10 p.m. – 2 a.m., 11/1, 11/2, 11/6, 11/7, 11/8, 11/9, 11/13, 11/14, 11/15, 11/16, 11/20, 11/21, 11/22, 11/23, 11/27, 11/28, 11/29 and 11/30

*waive the reading, accept the communication, place it on file and approve the special event indoor entertainment permit application for Pacific Rim for the above-mentioned dates only

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

Skinny Pancake, 60 Lake Street, Suite 1A, October 31, 2013, 8 p.m. – 2 a.m., Halloween Show, Dancing, Amplified music

*waive the reading, accept the communication, place it on file and approve the one day only special event indoor entertainment permit application for Skinny Pancake

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 October 23, 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).



HOUSING BOARD OF REVIEW

City of Burlington

149 Church Street Room 11
Burlington, Vermont 05401
(802) 865-7122

BURLINGTON HOUSING BOARD OF REVIEW

ANNUAL REPORT FOR 2012

Prepared by Lisa Jones, Board Clerk
May 16, 2013

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Mission Statement:

The Board shall hear cases concerning appeals of minimum housing orders, appeals under the Minimum Energy Efficiency Standards Ordinance and disputes regarding security deposits. The Board may grant minimum housing variances. (See Burlington Code of Ordinances, Sections 18-120 and 18-35 through 18-69.) It shall issue Findings of Fact, Conclusions of Law, and Orders where appropriate.

General Information:

The Board is comprised of five members. The term of office for each member is five years. Each member may serve two full terms. The Chair of the Board conducts meetings and hearings of the Board, administers oaths and may compel the attendance of witnesses. Kirstin Daigle currently serves as Chair of the Board and Jason L'Ecuyer is Vice-Chair. Other Board members are Loyal Ploof, Terry Jeroloman and Patrick Kearney. A clerk keeps minutes of the Board's proceedings, schedules hearings and records the Board's Findings of Fact, Conclusions of Law and Order. The Board meets twice a month (ie, 24 meetings in a year). The Board hears, on average, between four and five cases each time it meets. The bulk of cases the Board hears are disputes over security deposits.

The Process

If a tenant wants to dispute the withholding of a deposit, the tenant has 30 days from the date of the landlord's notice of withholding to file a request for hearing before the Housing Board of Review. In the absence of a notice, the tenant has 44 days from the date of vacating the rental unit to file a request for hearing. The request is filed in the City Clerk's Office and forwarded to the Board so that a hearing can be scheduled. When a hearing is set written notices are mailed to the tenant and landlord. Depending on the Board's backlog, anywhere from 3 to 6 cases are scheduled per meeting. (The Board meets approximately twice a month.) The Board hears each case and after all the hearings are concluded for a night, the Board deliberates and usually reaches a decision. Sometimes a case may require some legal research or further advice before the Board can make a decision. In such instance, the Board would deliberate at its next meeting. A written decision is prepared and signed by the Board after which it is sent to the tenant and landlord.¹ Written decisions are issued in 20-30 days.

During the summer months (end of June, July and August), the Board gets a lot of requests for hearing because of the number of apartment turnovers at the end of May. As a result of the backlog of cases, people may wait a little longer for a hearing to be scheduled. In addition, the Board may grant each

¹ Any Board member who disagrees with the majority may include their dissent in the written decision.

party one continuance (for good cause) upon request; a continuance will obviously slow down the time between when a request is filed and when the hearing occurs.

Highlights of the Past Year

From January 1, 2012 through December 17, 2012, the Board scheduled 66 cases for hearing: 57 cases were disputes over security deposits and 9 cases were appeals/requests for variances of Minimum Housing Orders. Seven cases were settled prior to a hearing, and 10 cases were dismissed for failure of the moving party to appear.

Two decisions of the Board were appealed to Vermont Superior Court. In both cases, the Board's decisions were overturned on the basis that the Board did not strictly interpret the city's ordinance regarding notice to the tenant. City ordinance and state law require a landlord to return the security deposit to a tenant within 14 days from the date on which the tenant vacates or abandons the rental unit, with a written statement itemizing any deductions. In one case, the landlord (on at least 2 occasions) notified the tenant in writing prior to him moving out that his deposit would not be returned because of damage to the wood floors; the Board ruled that notice had been provided to the tenant. However, the Court overturned the Board's decision because notice was not provided within 14 days **after** the tenant moved out of the apartment. In the other case, the landlord provided notice to the tenant itemizing 2 deductions and stating in narrative form that there were other damages for which he did not have estimates to repair. The Board ruled that notice was provided related to the 2 itemized items, but other alleged damages would not be considered because notice had not been provided. Again, the Court overturned the Board's decision because a complete list of itemized deductions was not provided. The judge in these cases is taking a very strict reading of the ordinance and ruling that each and every requirement of the ordinance must be met, regardless of whether or not the spirit of the law has been met, or the landlord forfeits the deposit. These cases have highlighted the Board's concern that the ordinance may need to be updated.

Goals for the Coming Years:

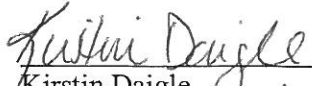
- Review the ordinance and propose changes to it (including the authority to make rules)
- Revise the Board's hearing request form
- Implement recommendations in the report from the City Attorney's Office to the City Council
- Produce guidelines for hearings and job descriptions for the Board
- Issue written decisions within 15-20 days from the hearing, whenever possible
- Get feedback twice a year from the City Attorney's Office on the Board's performance

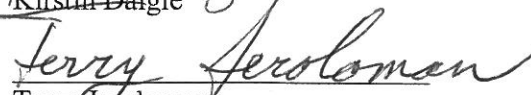
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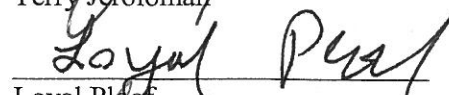
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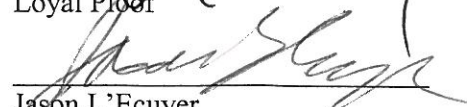
BURLINGTON CLERK
(TREASURER'S OFFICE)

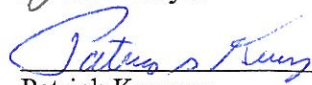
CITY OF BURLINGTON
HOUSING BOARD OF REVIEW


Kirstin Daigle


Terry Jeroloman


Loyal Ploof

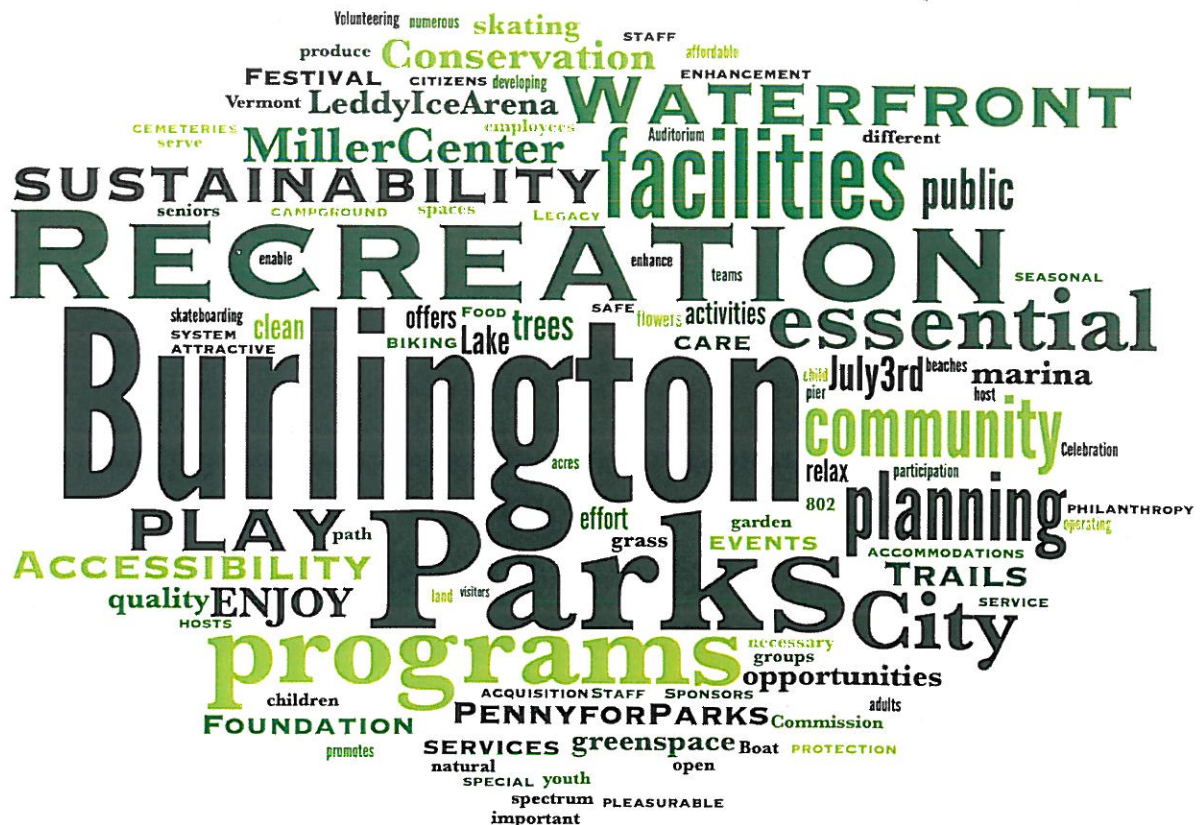

Jason L'Ecuier


Patrick Kearney



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burlington.com

The Department of Parks and Recreation oversees a comprehensive recreation program, events, 37+ parks and over 500 acres of park/open space. In addition we manage the City's Marina, Campground, Community Recreation Center, Memorial Auditorium, and building maintenance/custodial for most other City facilities (City Hall, BCA, Police, Pine St., HR). This immense diversity is hard to capture in a list but is a constant challenge given our Department's relatively tight budget (\$5 million operating) and dependence on external funding (70% is non-tax revenues).



Key Director's Projects

➤ **Organizational Development/Structure**

- Functionally restructured and improved reporting and communications
- Elevated multiple positions across the Department utilizing budget savings
- Hired a new Bike Path Maintenance position (Bike Path Fund) and two full time custodians
- Increased training budget and dispersed the funds across the department strategically.
- We All Belong cultural competency and diversity training

➤ **Community Outreach**

- Worked directly with Parks Commission, Harbor Commission and the Cemetery Commission to address community and internal issues with the Department.
- Actively engaged and participated in citizen commissions and committees including multiple discussions at Conservation Board, Planning Commission, All Ward NPA's at least twice, Park Arts and Culture Council Committee and the full City Council.
- Developed unique public outreach methods and improved existing while responding directly to individual questions and inquiries.
- Began the process of upgrading existing and introducing new technology to the Department including an upgrade of our program and facility reservation system, website and overall communication tools including social media.

➤ **Parks Foundation**

- Successfully built a founding board for the newly established Parks Foundation and assisted in their setup.
- Personally solicited private gifts in excess of \$50k in the first month of operation

➤ **Built Environment**

- Worked step by step with the Parks Planner on multiple projects including PIAP, Bike Path Rehabilitation, Parks Master Plan and Penny for Parks.
- Working on developing Green Initiatives including a possible Green Capital Improvement Program, assisting in improving City-wide Stormwater management and a smarter way to deal with City vehicle transportation and use.

➤ **Act 250**

- Initiated the mandated Act250 amendment process per the settlement over Waterfront Access North and proposed to restore local control of Park events to the people of Burlington.
- Listened to neighbors and promoters to develop a revised set of park rules, reinvigorated Event Advisory Committee and improve overall event management.
- Engaged experts on noise, electric, stormwater and landscape design to propose an improved park for the residents who visit and who live by Waterfront Park.

Parks Planning

- Parks Master Plan process underway
 - Existing conditions and inventory assessment is underway and nearly complete
 - Visioning exercise will take place over the fall and winter
 - Draft of the final master plan and three-year strategic plan anticipated in spring 2014
 - Website: <http://www.burlingtonvt.gov/ParksMasterPlan/>
- Bike Path Re-design and Engineering underway
 - Includes conceptual redesign of the entire path from Queen City Park Road to the Winooski River Bridge
 - Includes detailed design development for sections 6 – 10 and within the Waterfront TIF District
 - Construction of sections 6 – 10 anticipated in fall of 2014
 - An Intersection scoping study was completed by VHB in September of 2013. This study will inform the redesign of the twelve at-grade intersections along the bike path.
 - Website: <http://www.btvbikepath.com/>
- PIAP process underway
 - In October, the Parks Department will submit three proposals for consideration:
 - Wave Attenuator, Marina Expansion at Perkins Pier & Boathouse Improvements
Staff is working with Dock Doctors to develop a Marina expansion plan that includes a wave attenuator and the addition of nearly 200 new slips. This expansion will require the support of land-side amenities, housed in the form of a new building. Staff is working with Sasaki Associates to in the conceptual development of this facility.
 - Waterfront Park Quality of Life Improvements
An overall grounds renovation has been proposed including the elimination and restructuring of a portion of the bike path that currently cuts through the park, updates to lighting & signage, renovation of the boardwalk and possibly the sea wall (which may include introducing public access to the water via wading stones, etc.). Staff is working with Sasaki Associates in the development of this proposal.
 - Urban Reserve Interim Management Improvements
Staff is working with a trail design specialist to develop interim trail improvements. The primary concept is to activate the site through the improvement of the existing informal shoreline footpath and the creation of secondary trail spurs off of this the main path. All recreation paths are anticipated to be soft-scape. Shoreline stabilization may also be considered in specific areas along the lake. Staff will work with additional partners to develop complementary programmed activities that may include phytoremediation tree planting/gardens and the installation of outdoor fitness equipment along the main recreation path.
- Penny for Parks underway
 - In FY13, staff completed 30 PFP projects resulting in more than \$750,000 in expenditures
 - Major projects include: the Boathouse Upper Deck Floor Renovation & Associated Improvements, Leddy Softball Field Renovation Phase 1, North Beach

- ADA Access Mats & Water Chairs, Parks Master Plan, various court improvements
 - The FY14 PFP budget is nearly \$770,000 and comprised of 22 projects
 - Major projects include: Calahan Athletic Field Renovation, Leddy Softball Field Renovation Phase 2, BIG Transient Boating Improvements, Bike Path Redesign & Engineering, Parks master Plan various court improvements
 - The position of Associate Parks Project Coordinator has been an integral component in completing this volume of projects, especially in light of the other extensive planning initiatives underway
 - Position funded by PFP in FY13 & FY14
- Grants underway and in development
 - In FY13, the department was awarded \$100,000 through a Boating Infrastructure Grant award toward transient boating improvements
 - Projects will be underway in the off-season and include mooring & deck upgrades, transient boater restroom renovation, and harbor signage improvements
 - The approved FY14 PFP budget will provide local matching funds (up to \$33,000)
 - In October, DPR & CEDO will submit an application for a BIG Tier 2 (national) grant award to support the acquisition of a floating wave attenuator necessary for future marina expansion south of Perkins Pier
- Parks Planner additional responsibilities/outreach/community impact
 - Staff person for PACC
 - Member of the Committee on Accessibility
 - Member of the DPR We All Belong Change Team
 - CityGreen member
 - Leadership Team member

Marketing development team member/Americorps staffing support through We All Belong program

Parks Operations and Maintenance

The **primary function** of this division is to support park facility maintenance and operations inclusive of 34 Parks and Conservation properties totaling over 550 acres, 26 seasonal and full time city and park operated buildings, all dock systems, 12,000 street/park trees, 150 acres of forested property, Landscaping and maintenance of park flower and shrub beds, 25 miles of bike and interpretive trails, 400 community garden plots, 1 active cemetery, and 2 other inactive cemeteries.

List of **Major Accomplishments** per Program:

Parks Administration:

- Successfully implemented New World Accounting System
- Inventories and conducted a needs assessment technological tools and equipment
- Adopted and implemented our billable rates to increase revenue and improve services delivered to events equaling over \$5,000 in additional revenue.
- Assisted with project management for related Penny for Parks projects, grant submittals, PIAP proposals, etc.

Grounds Maintenance:

- Increased revenue 100% through a contractual agreement with DPW Water/Wastewater to provide grounds services at seven wastewater facilities in Burlington
- Provided support services for beaches and waterfront through a very high lake level in June floating debris and causing washouts along the Bike Path and our public facilities.
- Initiated its first turf maintenance program on upper Calahan soccer field this past Sept.
- Drafting an athletic field use policy to go to commission in November 2013.

Buildings Maintenance/Public Buildings:

- Conducted level of service needs assessment for custodial services increasing the level of service by 2 FTE's and promotions to current employees in the Buildings Program.
- Successfully assisted in developing an energy monitoring contract with CX Associates for oversight of the Fletcher Free Library's energy system through a grant awarded to the library by Burlington Electric Department. This agreement protects the City's investment in energy equipment and provides recommendations and professional oversight of the everyday functioning and maintenance of the HVAC equipment.
- Provided project management for door and roof replacement, painting projects, and other small projects in the parks and public buildings.
- Consolidated water treatment programs for the City's boilers and mechanical systems that ensured the proper care of our boilers and water systems and resulted in savings.
- Went out to bid for custodial materials and supplies as well as custodial training which is expected to result in significant savings this year.

Trees and Greenways:

- The program won a \$20,000 TD Green Streets Grant to enhance tree planting in the City's Old North End.
- 179 trees were planted in our public greenbelts, parks and cemeteries.
- 1,653 trees were pruned in our public greenbelts, parks and cemeteries.
- Successfully maintained flower/shrub bed locations and fostered support for the Master Gardener program and UVM in the City's core.
- Supplied support for capital projects and other improvement projects within the parks.
- Is purchasing an additional workstation for the arborist technicians in order to streamline requests for service, the street tree inventory, and the Urban Forestry Master Plan.
- Assisted in the development of a capital equipment and vehicle needs report for the department.
- Filled an Arborist Technician position left vacant by a resignation.

Conservation/Community Gardens:

- Successfully obtained a grant from VHCB to purchase Archibald St. Community Garden on behalf of the City and neighborhood. Anticipated closing, winter 2013.
- Increased revenue and accessibility for Baird Community Garden by adding plots, which was funded through Penny for Parks.
- Assisted in the development of the PIAP proposal process and the Urban Reserve Interim Management Plan
- In process of transferring federal regulations from McKenzie Park to Arms Park with the National Parks Service; resulting in additional agricultural potential at McKenzie and protection of resources at Arms.

- Utilized over 300 volunteers and helped leverage a gift from Seventh Generation of \$20,000 resulting in improved waste systems at the Waterfront.

Cemeteries:

- Adjusted fees and charges to adequately reflect the cost of services on weekends, holidays and the off season.
- Pinned additional plots for expansion area
- Calculated a type of burial needs assessment in order to adequately plan for infrastructure and found that columbarium's are in severe shortage. Staff is seeking the funding necessary to keep this type of burial as an option.

Recreation

- **Memorial Auditorium-** has a NEW Manager and has seen a responsible re-direction of events and programs in the building with a NEW focus on safety and community usage. Also have standardized our rates for use building wide, which make a marked increase in revenues.
- **242 Main Teen Club-** hosted a very successful NEW camp for younger children (ages 5-12) called "Future Stars Music & Performance Camp."
- **Cheer Team-** was a highly successful NEW youth program cheering at Burlington High School Junior Varsity and Varsity Games throughout the school athletic season.
- **Flipping, Dancing, Cheering, Circus Camp-** was a highly successful NEW youth program with attendance doubling from previous year.
- **Champ Camps-** continues to be highly successful and affordable traditional day camps for youth supporting over 860 children grade 1-5. We would like to thank the State of Vermont Department of Children and Family Services for their continued enhancement grant to service our diverse populations.
- **Hula Hoop Team-** was another highly successful NEW youth program that performed at Hoopalooza and Kids Day.
- **Barnes Summer World Academy-** continues to be the most diverse summer camp offering. This camp is a **partnership with Sarah Holbrook Community Center** serving 65 children grades K-5 six weeks in the summer.
- **Art Installation Camp-** was another highly successful NEW youth program where children created works of art using all-natural materials in 16 of our city parks.
- **Senior Memoir Classes-** NEW inspired 50+ citizens to not only write down their memories, but to share them with families and in one case, started a blog!
- **Youth Lacrosse-** is one of the fastest growing sports in the country and in the state of Vermont. In our first year partnering with Burlington Seahawks Youth Lacrosse the program doubled in size, this year with 124 youth participating on three boys' and three girls' teams. Burlington Seahawks Youth Lacrosse was able to field teams at every youth level from 3rd grade through 8th grade.
- **Youth Summer Track & Field-** participation has increased from 50 to 83 participants. The state of the art Burlington High School Track Facility has been a fantastic draw for this program. We have also been able to retain the majority of our coaching staff over the past several years, giving the program wonderful consistency.
- **Legos Your Imagination Summer Camps-** was another highly successful NEW youth camp endeavor. These camps were extremely well received as we had 75 campers for four sessions

and the children learned about computer programming and robotics. The camps were contracted with Lego Your Mind LLC from New Hampshire and they hired local science and industrial arts certified school teachers to lead these science and computer science based curricula.

- **Satisfaction Participant Survey Report**

- Strength of Relationships with staff/coaches 80% Excellent
- Ability for feedback 78% Excellent
- Professional boundaries 85% Excellent
- Programming schedules 95% Excellent
- Enrichment opportunities 93% Excellent
- Program time and space for active PLAY 91% Excellent
- Responsive to individual special needs 90% Excellent
- Program safety 95% Excellent
- Program fees 85% Excellent
- Healthy food offering 92% Excellent
- Program locations 93% Excellent
- Overall experience 85% Excellent

- **Kids Day-** was again a highly successful event held at Battery Park “celebrating our youth.” We developed NEW partnerships with NorthCountry Federal Credit Union and Burlington School Food Service project which offered FREE lunch to every child who attended. Thanks to a sponsorship from the Vermont Dairy Council there was NO ADMISSION CHARGE.
- **July 3rd Independence Day Celebration-** was another highly successful event with over 80,000 in attendance. “Vermont’s Own” NORTHSTAR Pyrotechnics Company from Montpelier, Vermont produced an outstanding “Light up the Sky” Show. It was also National Recreation and Parks month in July of “Heart Your Park.” Receiving wonderful responses from our citizens on why they love Burlington Parks & Recreation as one patron put it “They provide the best opportunities for life improvement and keep the community’s interested at heart.” “Rock it Parks & Recreation.”
- **Waterfront Events** – Successfully hosted and coordinated major City events for charity, music and cultural community building. KeyBank Vermont City Marathon, Discover Jazz, Vermont Food & Wine Festival, Brewer’s, Dragon Boat, Grand Point North and Maritime Festivals, Mental Health Walk and WinterFest/Penguin Plunge

Arena

- Programming
 - Offered 4 weeks of summer half day skating/swimming “Cool Camp” and partnered with Full Stride hockey to offer two sessions of “Hat Trick” hockey/swim camp – total youth served 150.
 - Partnered with Recreation staff to offer Cool-Adventure camps during school vacation weeks serving 70 children.
 - Assumed oversight and responsibility for operation of the Playmobile and Summer Swim Lessons at Leddy Beach, expanding the number of sites visited by the Playmobile to include under-programmed parks as well as continued site visits into fall 2013.
 - Offered 15 different skating programs, as well as two skating competitions, two ice skating shows and a broomball league.

- Expanded junior instructor development program to summer camps. This program enables staff to utilize young skaters as volunteers who are trained by skating professionals to instruct and assist in Arena programming.
- **Arena Operations**
 - Glades hockey organization moved out of state, resulting in an approximate loss of \$40,000 in ice rentals, much of which was undesirable weekday afternoon ice.
 - Year end revenues fell short of budget, which was more than offset by savings on the expenditure side, resulting in a lower net cost of operations from \$40,500 (budgeted) to \$27,300 (actual).
 - Worked with DPW engineers for planned CIP-funded improvements budgeted at \$166,500 to include:
 - Renovations to public restrooms, including new floors, fixtures, partitions and air handling
 - Renovations to team locker rooms to include new floors, fixtures, showers, partitions and air handling. One locker room will be made fully ADA accessible.
 - Installation of new windows in the snack bar dining area, replacement of rink glass proximal to new windows
 - Repair and replacement of exterior doors
 - Paving and remediation of exterior block wall to address leaking within the facility
 - Replacement of snack bar grease hood and interceptor
 - Arena Manager assumed responsibility for management of Miller Community Recreation Center in May 2013
 - Upgrade of Arena administrative position to reflect assumption of administrative duties for all Facilities Division
- **Arena Manager additional responsibilities**
 - VT Recreation and Parks Association Executive Board member
 - Member of the Committees on Scholarship Policy, Department Fees, Budget Development, Facility Energy Assessments, Marketing Development & Facilities/Parks Support
 - Completed second year of National Recreation & Park Associations' Revenue Management School
 - Leadership Team member

Waterfront Division

News

- **Marina Safety Improvements:** New fire extinguishers were added to all docking systems at the Boathouse and Perkins Pier. Evacuation plans were updated and staff training was bolstered to include more onsite safety training drills.
- The Waterfront Operations Specialist position was approved early this year to formalize the existing year round seasonal position held for numerous years in the Waterfront Division.
- Two new seasonal boater events were held this Summer; a kick-off event to start the season utilizing the multi-function room at Echo, which provided all boaters free admission and exclusive after hours use of the entire building for exploration at Echo. A second event was held

upstairs at the Boathouse, hosted by Barb Bardin of Splash!, to celebrate the end of summer in late August.

New Partnerships

- A new partnership with Vermont Boat & Marina Association (VBMA) to bring the vessel "Summer School" to the docks at the Boathouse was initiated this past summer. VBMA provided educational onsite opportunities to our Champ Camps through the month of July and into August. Education was focused on the health of our lake, ways we can all help and how the lake impacts our recreational opportunities.
- A new partnership with the Coast Guard Auxiliary and VBMA was instituted this summer to offer a free Boater Safety Class at the Boathouse.
- A new partnership with Northeast Disabled Athletic Association and the Community Sailing Center was formed to provide a demonstration day at the Boathouse. This program is aimed to provide an introduction to adaptive sailing for persons with physical disabilities.

Projects

- The second level deck of the Boathouse was re-constructed and the interior floors upgraded over this past off-season, preparing the facility for the boating season in May.
- Continued work will continue on our PIAP proposal and Boater Infrastructure Grant (BIG) as we near the fall deadline dates.
- Renovation plans have started for the transient boater bathrooms at the Boathouse, utilizing the BIG grant funding that was awarded earlier this year for transient boater projects. This will include new flooring, shower stalls and fixtures, new lighting and improved ventilation.

Contracts & Agreements

- An RFP and selection process occurred in the spring for a new concessions vendor at North Beach Bathhouse. Amir's Kebabs was selected and was in place this past summer. Extended hours and an extended menu was initiated to better serve the public. Additionally, a one year trial at Leddy Arena for the snack bar concessions is underway.
- A new agreement was introduced with Historical Trolley Tours of Burlington to allow the trolley tour group to utilize waterfront parking areas for both pick up of passengers and storage of the trolleys.
- An RFP process is currently underway for the concessions agreement at the Boathouse, with a selection due in mid-October 2013.
- A new RFP will be issued this fall for water recreational rentals at North Beach.

**Parks
Make
Life
Better!**®

FY13 PFP Project Implementation Plan

Rev. 7/31/13

FY13: JULY 2012 - JUNE 2013							
NO.	CATEGORY	STAFF-SUPPORTED	ESTIMATE	EXPENDITURE	DIFFERENCE	LOCATION	STATUS
2	Bike Path	Materials & Supplies (Signs, Posts, Paint)	\$13,300	\$7,034	\$6,266	Bike Path	(5) CLOSE-OUT
3	Bike Path	Cycle the City Signage Replacement	\$1,700	\$1,700	\$0	Bike Path	(5) CLOSE-OUT
14	General	Trash Receptacles, Picnic Tables, Benches	\$20,000	\$14,653	\$5,347	City-wide	(5) CLOSE-OUT
11	Gardens	Soil Testing	\$500	\$300	\$200	WVPD	(5) CLOSE-OUT
15	General	Dog Park Fencing Improvements	\$6,500	\$7,872	(\$1,372)	Starr Farm Park	(5) CLOSE-OUT
17	Playgrnds	Wood Fiber Replenishment	\$12,000	\$9,467	\$2,533	City-wide	(5) CLOSE-OUT
18	Playgrnds	Replenishment of Playground Swings & Parts	\$10,000	\$7,502	\$2,498	City-wide	(5) CLOSE-OUT
21	Buildings	Replacement Doors at Band Shell	\$8,000	\$5,200	\$2,800	Battery Park	(5) CLOSE-OUT
24	General	Bocce Court Renovation	\$12,000	\$11,064	\$936	Oakledge Park	(5) CLOSE-OUT
27	General	Graffiti Removal	\$3,000	\$650	\$3,000	Ethan Allen Park	(5) CLOSE-OUT
28	R, W & S	Walkway Improvement	\$10,000	\$0	\$10,000	Dewey Park	(4) DESIGN/CONSTRUCT.
Staff-Supported Totals			\$97,000	\$64,793	\$32,207		

NO.	CATEGORY	STAFF/CONTRACTOR-SUPPORTED	ESTIMATE	EXPENDITURE	DIFFERENCE	LOCATION	STATUS	J	A	S	O	N	D	J	F	M	A	M	J
5	Courts	Appletree Tennis Court Repairs	\$15,217	\$15,198	\$19	Appletree Park	(5) CLOSE-OUT	X											
6	Courts	Tennis Court Repair	\$25,000	\$12,109	\$12,891	Calahan Park	(5) CLOSE-OUT	X											
7	Courts	Tennis Court Repair	\$25,000	\$12,206	\$12,794	Leddy Park	(5) CLOSE-OUT	X											
8	Courts	Replacement of Basketball Rims/Backboards	\$15,000	\$11,049	\$3,951	Smalley Park	(5) CLOSE-OUT		X										
10	Gardens	Garden Carts & Hose Storage	\$4,500	\$1,016	\$3,484	T. Thompson Park	(5) CLOSE-OUT												X
16a	Playgrnds	Playground Replacement	\$40,000	\$40,241	(\$241)	Appletree Park	(5) CLOSE-OUT				X								
16b	R, W & S	Drainage Improvements	\$40,000	\$16,380	\$23,620	Appletree Park	(5) CLOSE-OUT											X	
26	General	ADA Beach Access Mat	\$10,000	\$9,571	\$429	North Beach	(5) CLOSE-OUT											X	
Staff/Contractor-Supported Totals			\$174,717	\$117,770	\$56,948														

NO.	CATEGORY	STAFF/CONSULTANT/CONTRACTOR-SUPPORTED	ESTIMATE	EXPENDITURE	DIFFERENCE	LOCATION	STATUS	J	A	S	O	N	D	J	F	M	A	M	J
1	Bike Path	Bike Path Rehabilitation (Design & Permitting)	\$15,000	\$2,957	\$12,043	City-wide	(4) DESIGN/CONSTRUCT.												
4	Buildings	Renovation of Boathouse Upper Deck Floor	\$190,000	\$187,296	\$2,704	Waterfront Park	(5) CLOSE-OUT										X		
9	Fields	Softball Field Renovation (Phase 1)	\$75,000	\$53,135	\$21,865	Leddy Park	(5) CLOSE-OUT										X		
12	Gen & Res	Burlington Parks System Master Plan	\$120,000	\$1,103	\$118,897	City-wide	(4) DESIGN/CONSTRUCT.												
13	General	Park Entry Signs & Kiosks	\$20,000	\$0	\$20,000	City-wide	(3) PREDSGN/PRECONST.												
19	R, W & S	Road & Stormwater Improvements	\$25,000	\$2,380	\$22,620	Leddy Park	(4) DESIGN/CONSTRUCT.												
20	R, W & S	Entrance Drainage & Paving Improvements	\$30,000	\$0	\$30,000	Oakledge Park	(3) PREDSGN/PRECONST.												
22	Fields	Athletic Field Renovations	\$110,000	\$6,319	\$103,681	Calahan Park	(4) DESIGN/CONSTRUCT.												
23	General	Electrical Distribution Design	\$15,000	\$8,500	\$6,500	Waterfront Park	(5) CLOSE-OUT												X
		Staff/Consultant/Contractor-Supported Totals	\$600,000	\$261,691	\$338,309														

NO.	CATEGORY	RESERVE FUND PROJECT ALLOCATIONS	ESTIMATE	EXPENDITURE	DIFFERENCE	LOCATION	STATUS	J A S O N D J F M A M J																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
29	Reserve	WAN: Skatepark & Artisan Drinking Fountain	\$142,500	\$142,500	\$0	Waterfront Park	(5) CLOSE-OUT																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																</

NO.	CATEGORY	EMERGENT PROJECTS	ESTIMATE	EXPENDITURE	DIFFERENCE	LOCATION	STATUS	J	A	S	O	N	D	J	F	M	A	M	J
31	Reserve	Band Shell Roof Replacement	\$8,400	\$8,400	\$0	Battery Park	(5) CLOSE-OUT								X				
32	Reserve	Boathouse Conditions Assessment	\$5,000	\$4,431	\$570	Waterfront Park	(5) CLOSE-OUT								X				
33	Reserve	Underwater Archeological Survey	\$13,400	\$13,624	(\$224)	Waterfront Park	(5) CLOSE-OUT										X		
34	Reserve	Baseball Field Fencing Improvement	\$15,000	\$14,150	\$850	Calahan Park	(5) CLOSE-OUT											X	
35	Reserve	Boathouse Interior Floor Replacement	\$11,000	\$12,041	(\$1,041)	Waterfront Park	(5) CLOSE-OUT											X	
36	Reserve	Little League Field Improvement	\$8,000	\$7,974	\$26	Calahan Park	(5) CLOSE-OUT									X			
37	Reserve	Waterfront Catch Basin Improvement	\$5,000	\$0	\$5,000	Waterfront Park	(4) DESIGN/CONSTRUCT.												
38	Reserve	Boathouse Upper Deck Railing	\$15,000	\$14,850	\$150	Waterfront Park	(5) CLOSE-OUT										X		
39	Reserve	Turf Management	\$15,000	\$11,084	\$3,916	City Hall Park	(4) DESIGN/CONSTRUCT.												
40	Reserve	Soil Amendments	\$2,000	\$2,000	\$0	WVPD Garden	(5) CLOSE-OUT												X
41	Reserve	Drinking Fountain Replacement	\$3,000	\$0	\$3,000	Miller Center	(3) PREDSGN/PRECONST.												
42	Reserve	Sound Monitoring	\$10,000	\$3,926	\$6,074	Waterfront Park	(5) CLOSE-OUT												X
43	Reserve	Leddy Storage Roof Replacement	\$13,500	\$13,500	\$0	Waterfront Park	(5) CLOSE-OUT												X
-	Reserve	Misc. Project Completion	NA	\$5,496	NA	City-wide	(5) CLOSE-OUT												
Emergent Project Totals			\$124,300	\$111,476	\$18,321														

NO.	CATEGORY	ADDITIONAL PARKS P.M. & ADMIN. SUPPORT	ESTIMATE	EXPENDITURE	LOCATION	STATUS	J	A	S	O	N	D	J	F	M	A	M	J
-	Reserve	Associate Parks Project Coordinator (\$5416.66/mo)	\$65,000	\$38,454	\$26,546	City-wide	NA											
		Limited Service Position Totals	\$65,000	\$38,454	\$26,546													

FY13 EXPENDITURE SUMMARY

FY13 Opening Budget	\$1,054,220
FY13 Budget Transfers & Credits	\$124,000
FY13 Adjusted Budget	\$1,178,220
FY13 Project Expenditures	(-) \$599,127
FY13 Reserve Fund Expenditures	(-) \$111,476
FY13 Personnel Expenditures	(-) \$38,454
FY13 Total Expenditures	\$749,056
FY13 Rollover into FY14	\$429,164

NOTES

FY13 goals were 21 completed projects with \$584,717 in expenditures. **FY13 closed with 30 completed projects and \$749,159 in expenditures.** The FY14 Carryover estimate is \$424,061.

STATUS KEY


- (1) FACILITY ASSESSMENT: Consideration of efficiency, life expectancy, growth potential
- (2) FEASIBILITY: Preliminary project planning including scoping, estimating and scheduling
- (3) PRE-DESIGN/PRE-CONSTRUCTION: Permitting, design/engineering, specs, schedule, budget
- (4) DESIGN/CONSTRUCTION: Bid selection, build-out, scope management, C.O.s, quality control
- (5) CLOSE-OUT: Punch list, integration procedures, permit close-out, project manual dev.


SCHEDULE KEY


	No project work scheduled
	Project work scheduled
	Project work in progress
X	Project completed

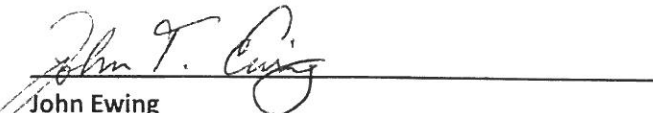
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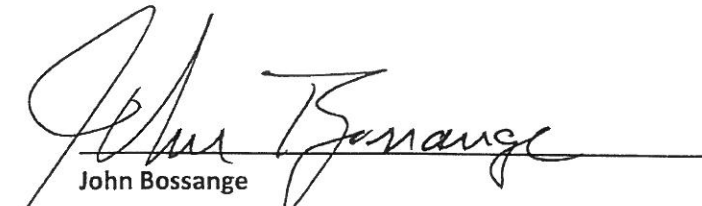
							FY14: JULY 2013 - JUNE 2014											
FY/NO	STAFF-SUPPORTED	ESTIMATE	EXPEND.	DIFFERENCE	STATUS	J	A	S	O	N	D	J	F	M	A	M	J	
14/1	City-wide Standard Equipment Replacement (trash, picnic, bench)	\$8,000	\$189	TBD	(3) PREDSGN/PRECONST.													
14/2	City-wide Playground Equipment & Wood Fiber Replacement	\$8,000	\$0	TBD	(3) PREDSGN/PRECONST.													
14/3	Skatepark Maintenance (during WAN construction)	\$4,000	\$0	TBD	(4) DESIGN/CONSTRUCT.													
14/4	Waterfront Flood Damage Recovery	\$10,000	\$1,582	TBD	(3) PREDSGN/PRECONST.													
Staff-Supported Totals		\$30,000	\$1,772	\$0														
FY/NO	STAFF/CONTRACTOR-SUPPORTED	ESTIMATE	EXPEND.	DIFFERENCE	STATUS	J	A	S	O	N	D	J	F	M	A	M	J	
14/5	Baird Garden Improvements	\$3,000	\$0	TBD	(3) PREDSGN/PRECONST.													
14/6	City-wide Athletic Field Maintenance	\$4,000	\$0	TBD	(3) PREDSGN/PRECONST.													
14/7	Rock Point Community Garden Improvements	\$4,000	\$0	TBD	(3) PREDSGN/PRECONST.													
14/8	Roosevelt Basketball Court Improvements (2 courts)	\$32,000	\$0	TBD	(3) PREDSGN/PRECONST.													
14/9	Schmanska Basketball Court Improvements (1 court)	\$15,000	\$0	TBD	(3) PREDSGN/PRECONST.													
Staff/Contractor-Supported Totals		\$58,000	\$0	\$0														
FY/NO	STAFF/CONSULTANT/CONTRACTOR-SUPPORTED	ESTIMATE	EXPEND.	DIFFERENCE	STATUS	J	A	S	O	N	D	J	F	M	A	M	J	
14/10	Bike Path Intersection Scoping Study Local Match (lev. \$28k)	\$4,000	\$64	TBD	(3) PREDSGN/PRECONST.													
14/11	Bike Path Rehabilitation Design & Engineering	\$201,000	\$519	TBD	(3) PREDSGN/PRECONST.													
14/12	Leddy Park Softball Field Renovation (Phase 2)	\$175,000	\$1,842	TBD	(4) DESIGN/CONSTRUCT.													
14/13	Waterfront Boating Infrastructure Grant Local Match (lev. \$100k)	\$33,000	\$0	TBD	(3) PREDSGN/PRECONST.													
14/14	Waterfront Wave Attenuation Engineering Services	\$3,000	\$0	TBD	(3) PREDSGN/PRECONST.													
Staff/Consultant/Contractor-Supported Totals		\$416,000	\$2,425	\$0														
FY/NO	FY13 PROJECT COMPLETION	ESTIMATE	EXPEND.	DIFFERENCE	STATUS	J	A	S	O	N	D	J	F	M	A	M	J	
13/1	Burlington Parks System Master Plan	\$118,897	\$20,972	TBD	(4) DESIGN/CONSTRUCT.													
13/2	Calahan Athletic Field Renovation	\$103,681	\$92,803	TBD	(4) DESIGN/CONSTRUCT.													
13/3	City Hall Park Imagine Implementation	\$20,000	\$0	TBD	(3) PREDSGN/PRECONST.													
13/4	City Hall Park Turf Management	\$3,916	\$0	TBD	(4) DESIGN/CONSTRUCT.													
13/5	Dewey Park Walkway Improvement	\$10,000	\$7,610	TBD	(5) CLOSE-OUT	X												
13/6	Leddy Park Rain Garden Design	\$4,000	\$0	TBD	(4) DESIGN/CONSTRUCT.													
13/7	Miller Center Drinking Fountain Replacement	\$3,000	\$0	TBD	(2) FEASIBLTY													
13/8	Oakledge Entrance Drainage & Paving Improvements	\$30,000	\$0	TBD	(3) PREDSGN/PRECONST.													
FY13 Project Completion Totals		\$293,494	\$121,385	\$0														
FY/NO	EMERGENT PROJECTS/RESERVE	ESTIMATE	EXPEND.	DIFFERENCE	STATUS	J	A	S	O	N	D	J	F	M	A	M	J	
14/-	Misc. Project Completion	NA	\$4,919	NA	TBD													
Emergent Project Totals		\$0	\$4,919	\$0														
FY/NO	ADDITIONAL PARKS P.M. & ADMIN. SUPPORT	ESTIMATE	EXPEND.		STATUS	J	A	S	O	N	D	J	F	M	A	M	J	
14/-	Associate Parks Project Coordinator (thru 6/14)	\$55,000	\$10,829	TBD	-													
Limited Service Position Totals		\$55,000	\$10,829	\$0														
FY14 EXPENDITURE SUMMARY		ESTIMATE						SCHEDULE KEY										
FY13 Rollover		\$429,164						No project work scheduled					Project work in progress					
FY14 Revenue (Grand List)		\$349,654						Project work scheduled					Project completed					
FY14 Budget Transfers & Credits		\$159,311																
FY14 Total Adjusted Budget		\$938,129						STATUS KEY										
FY14 Project Budget		\$797,494						(1) FACILITY ASSESSMENT: Life expectancy, efficiency, growth										
FY14 Personnel Budget		\$55,000						(2) FEASIBILITY: Scope, estimate & schedule										
FY14 Reserve Fund		\$85,635						(3) PRE-DESIGN/CONSTRUCTION: Permitting, design/engineering										
FY14 Expenditures to Date		\$141,330						(4) DESIGN/CONSTRUCTION: Bid selection, build-out, management										
								(5) CLOSE-OUT: Punch list, integration, permit close-out										



Nancy Kaplan, Chair

Chris Pearson, Vice Chair

Carolyn Hanson

John Ewing

John Bossange

TO: Joan Shannon, City Council President
Burlington City Councilors
Mayor Miro Weinberger

FROM: Yves Bradley, Chair, Burlington Planning Commission

DATE: August 8, 2013

RE: **Annual Report of the Burlington Planning Commission,
Fiscal Year 2013 (July 1, 2012 – June 30, 2013)**

RECEIVED
2013 SEP 10 P 4:21
BURLINGTON CLERK
TREASURER'S OFFICE

The Burlington Planning Commission facilitates the optimal and sustainable development of Burlington's built and natural environment by engaging the community in long-range, comprehensive City-wide land use planning; advising the Mayor and City Council on matters pertaining to land use planning and development in general; reviewing and developing land development ordinances for approval by the City Council; providing oversight of the Department of Planning and Zoning (DPZ); providing comments and feedback, as necessary, to the Chittenden County Regional Planning Commission and the Chittenden County Metropolitan Planning Organization; and other functions set forth in 24 V.S.A. §4325.

The Planning Commission is composed of seven Commissioners appointed to staggered terms of four years and, intermittently since 2005, at least one non-voting Youth Commissioner. Full Commission meetings are held at least twice monthly and usually last for 1.5 to 2 hours, although meetings lasting as long as 2.5 hours do occur. Each Commissioner also attends at least one monthly 90-minute committee meeting. The Commission currently has three standing committees: Executive, Long-Range Planning, and Ordinance. Additionally, Planning Commissioners engage in continuing education and attend planning-related workshops, seminars, and conferences; due to funding constraints, such activities are usually undertaken as Commissioners' personal schedules and budgets allow.

Commission Efforts

planBTV – Downtown & Waterfront Master Plan - The Commission, along with Department Staff, continued its efforts on planBTV. An initial draft plan was released in July 2012 with two and one-half months of public review and comment, both online and in-person. Six hundred comments were provided by members of the public, including organizations, and then the comments were reviewed by both Department Staff and the Commission for incorporation into the final draft of planBTV. The Commission approved the final draft of PlanBTV on March 12, 2013 and forwarded it to the City Council for its review and consideration. The City Council thereafter adopted PlanBTV on June 10, 2013. Development of a form-based code to implement planBTV's vision has begun and is currently underway.

Historic Building Materials - This topic includes addressing how Burlington should treat properties listed on an historic register as opposed to those that are only eligible for such listing, reconciling standards for historic preservation with standards for life safety, and maintaining the City's historic character while recognizing the economic burden which certain historic preservation standards places upon lower-income Burlingtonians. The Commission is overall not interested in differentiating between those buildings actually listed on the State or National Historic Register and those which have historic value but have not yet been researched and listed (the definition of "eligible"). In short, it wishes to loosen restrictions upon buildings in both of those categories.

The Commission does believe in providing a measure of protection, however, to such buildings. This protection could focus upon architectural design standards (such as retaining and respecting traditional mass, scale, spatial relationships, orientation, and major architectural features) rather than upon materials used. Staff had proposed in Fall 2011 that an expansion of the Design Review District to additional neighborhoods could help achieve this objective. The Commission, however, decided against initiating any such expansion absent a request from residents of those neighborhoods.

At its May 22, 2012 and June 12, 2012 meetings, the Commission finally reached a consensus on how to implement the concept of providing a measure of protection to eligible and listed properties without imposing onerous burdens upon property owners. Rejecting a proposed approach from Staff that failure of the historic material on such structures should be the threshold before replacement is allowed, the Commission thought instead that the applicants should be the ones to decide when they want to replace rather than repair, and if they want to replace then they have a variety of choices from a preapproved list of substitute materials, which has been existence for some time and constantly evolves as new substitute materials are developed and tested. Fundamentally, the Commission is interested in usage of materials which are safe, functional and at least look historic. In an excellent memo received from Planning Staff and discussed at the Commission's October 11, 2011 meeting, the Commission was very pleased to analyze and discuss the materials on this list and believes that many cost-effective and tested substitute materials are already allowed for use and over time more can be expected to be added.

The Commission believes the approach which it favors will rightly place the decision-making power in the hands of the applicants and allow applicants sufficient freedom to maintain their properties as they wish while also respecting the character of the structure. In the Commission's opinion, it is the architectural features of such structures which are most important and which are the fundamental elements which it would be desirable to maintain.

The Commission is also sensitive to life safety needs. Regarding fire safety issues, the Commission is intrigued by the fact that adding sprinklers to a building obviates the need for egress windows and can also add habitable space to a building. Regarding lead paint issues, while the Commission would not support an exemption of the Burlington Lead Paint Program (or any other applicant) from the development review process, it would be interested in exploring means of perhaps expediting applications if the need arises. Currently, however, the Lead Paint Program is submitting applications which are complete at time of submission and this in itself allows Planning Staff to review and issue necessary permits much more speedily. In rejecting failure of an historic material as a threshold for replacement, the Commission was also thinking that to have such a standard would potentially be a step backward in how replacement of lead paint-impregnated windows is currently addressed. At present, such windows may be replaced even though, technically, they have not failed. They just have to be replaced with a window that is consistent with the character and design of the window which is being replaced. The Commission supports this approach and wishes for the decision-making power on whether and when such a window will be replaced to rest with the applicant.

One of the goals in addressing this topic is to provide clarity and predictability about the process involved for applicants. The Commission definitely believes this is an area for improvement. The current process is meant to be collaborative in practice but this is not as clearly articulated beforehand as it could be. While the Commission believes development review Staff in the Department has a valuable perspective to share with applicants, the Commission wants applicants to feel free to make up their own

minds from the choices available to them. Efforts are already underway to prepare information sheets for applicants which provide such perspectives but make it clear that the decision is the applicant's.

The Commission is now finalizing a policy to be implemented through amendments to the Comprehensive Development Ordinance (CDO).

Environment. Community. Opportunity. Sustainability. (ECOS) Regional Plan - The Commission reviewed the initial draft ECOS Regional Plan as prepared by the Chittenden County Regional Planning Commission (CCRPC) and provided input for the creation of the final draft. The ECOS Regional Plan was adopted by the CCRPC in June 2013.

Open Space Protection Plan Update - The Commission has taken part in the update of the Open Space Protection Plan, which is being prepared by the Conservation Board, by providing comments to the consultants and Department Staff.

Parking Discussion with Public Works Commission – Both the Planning and Public Works Commissions met in the spring 2013 to discuss on-street and off-street parking within the City of Burlington. Challenges and opportunities for improvements of the on-street parking program were discussed as well as opportunities for changes to the off-street parking requirements governed by zoning.

Climate Action Plan - The Commission has reviewed the updated version of the Climate Action Plan to be incorporated into the Municipal Development Plan (MDP) and the updated version of the MDP's Energy Chapter as well, and will soon begin the approval process with the warning of a public hearing.

Municipal Planning Grant Application - The Commission reviewed the Legacy Project Municipal Planning Grant application for the completion of the update of the Legacy Plan. The project was not funded.

Urban Agriculture Task Force Report - The Commission heard a presentation from the Urban Agriculture Task Force on recommendations from their analysis and report and provided comments. Staff is currently working with on a new set of zoning regulations that will begin to implement some of the recommendations included in the UATF report.

Go for Gold Blueprint - The Commission heard a presentation by Local Motion on the Go for Gold Blueprint and provided comments.

Compact Mixed-Use Development - The Commission heard a presentation by Local Motion on their recent work concerning Compact Mixed-Use Development in the City.

Institutional District Zoning Change Request - The Commission reviewed a request to change all permitted uses to conditional uses in the Institutional District. After due consideration, the Commission declined to initiate any amendments to the CDO in this regard.

Form-Based Code Discussion - The Commission began detailed discussion of form-based codes, what they are, how they work, in preparation for the next phase of implementing planBTV as adopted by the City.

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Eco-District - Portland, Oregon visit - The Commission heard a presentation from Department Staff on the City's participation in the Eco-District Incubator that took place in Portland, Oregon at the end of May.

Municipal Planning Grant Application - The Commission reviewed the Legacy Project Municipal Planning Grant application for the completion of the update of the Legacy Plan.

Zoning Amendments - The Commission has proposed many different zoning amendments over the past year, which includes the following:

ZA-12-08 – Electronic Message Displays (Adopted by City Council on November 26, 2012) –

The Commission reviewed changes made to ZA-12-08 by the City Council and provided comments as it thought was needed.

ZA-13-01 – Residential Occupancy Limits in the High-Density Residential (RH) District (Adopted by City Council on November 26, 2012) - The Commission reviewed, discussed and commented upon the Council Ordinance Committee recommendation of expanding the four unrelated adults' limitation to the Residential High-Density (RH) District. It then held a Public Hearing and forwarded its recommendation to the City Council for its review and consideration.

ZA-13-02 - Lot Line Adjustments – Vestigial Alleyways (With City Council for adoption) - This proposed amendment to the CDO addresses vestigial alleyways found in parts of the city and affords them the abbreviated approval process for lot line adjustments rather than that for subdivisions.

ZA-13-03 - Residential Parking Standards (With City Council for adoption) - This proposed amendment to the CDO changes parking requirement calculations for residential uses in the city, basing the calculation on the number of bedrooms instead of units. The proposed amendment is intended to increase the affordability of housing units by reducing the required parking requirements in the downtown and shared parking districts, as well as incentivizing the creation of smaller units.

ZA-13-04 – Garage Size and Orientation (With City Council for adoption) - This proposed amendment to the CDO modifies the limitations regarding the size of garages in order to accommodate smaller buildings and narrower lots.

ZA-13-05 – Nonconforming Structures Demolition (With City Council for adoption) - This proposed amendment to the CDO aims to allow retention of existing setback nonconformity for replacement of demolished buildings.

ZA-13-06 - Downtown Parking (With City Council for adoption) – This proposed amendment to the CDO eliminates off-street parking requirements throughout the entire Downtown Parking District. The proposed amendment is designed to increase the affordability of development, reduce the creation of unnecessary and underutilized parking, and encourage greater flexibility to find more creative and effective parking and transportation solutions by eliminating the required minimum off-street parking requirements in downtown.

ZA-13-07 - 50% Residential Limitation in Downtown (With City Council for adoption) - This proposed amendment to the CDO eliminates the 50% limitation for residential uses in the Downtown (D) and

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Downtown Waterfront (DW) districts. The proposed amendment is intended to increase the potential for housing development in the core of the city as well as the affordability of such development.

ZA-13-08 – Residential Side/Rear Yard Setback Encroachments (With City Council for adoption) - This proposed amendment to the CDO 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 and the height does not exceed the height of the pre-existing structure. The second part of this amendment also allows for an alternative calculation of required residential side yard setbacks based upon the average of neighboring properties.

ZA-13-09 – Community Centers (With City Council for adoption) - This proposed amendment to the CDO restores “community centers” as a permitted use in the High-Density Residential districts.

ZA-13-10 – Accessory Dwelling Units (With City Council for adoption) - This proposed amendment to the CDO encourages the creation of accessory dwelling units by reducing the required on-site parking, clarifying their treatment with respect to density calculations, and incorporating a deed restriction to facilitate compliance.

ZA-13-11 - Adaptive Reuse and Residential Bonuses (With City Council for adoption) - This proposed amendment to the CDO is intended to improve both consistency with allowances for Inclusionary Housing and the utility of current development bonuses in residential districts that encourage the conversion of non-conforming uses to permitted residential uses.

ZA-13-12 – Historic Building Materials - The proposed amendment to the CDO is to provide more flexibility for the replacement of materials on historic properties, in accordance with the Commission’s stated policy goals.

Thank you for your attention to these matters and please feel free to contact me with any questions. The Commission looks forward to our continued collaboration and progress on these and other matters facing the City.

Yves Bradley-Chair

Bruce Baker-Vice chair

Andy Montroll

Jennifer Wallace-Brodeur

Harris Roen

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Lee
Buffington

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Emily Lee

Emily Lee

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Burlington City Council



802/865-7136
TTY 802/865-7142

OPENINGS BURLINGTON CITY COMMISSIONS/BOARDS

On Monday, October 21, 2013, the Burlington City Council will fill vacancies on the following City Commissions/Boards:

Fence Viewer	Term expires 6/30/14	One Opening
Church Street Marketplace Commission	Term expires 6/30/15	One Opening
Public Works Commission	Term expires 6/30/15	One Opening
Board of Tax Appeals	Term expires 6/30/14	One Opening
Board of Tax Appeals	Term expires 6/30/15	One Opening

Applications may be submitted to the Clerk/Treasurer's Office, 149 Church Street, Burlington, VT 05401 Attn: Lori with the deadline date for submission being Wednesday, October 16, 2013, no later than 4:30 p.m.

If you have any questions please contact Lori at (802)865-7136 or via email lolberg@burlingtonvt.gov.

Non-Discrimination

The City of Burlington will not tolerate unlawful harassment or discrimination on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status or genetic information. The City is also committed to providing proper access to services, facilities, and employment opportunities. For accessibility information or alternative formats, please contact Human Resources Department at 865-7145.

08/2013



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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: Church Street Marketplace Assoc. Board/Commission
 (Please fill out a separate application for each post)

Full Name: Jed Robert Davis Ward: _____

Residence: Essex VT Political Affiliation (mandatory): NONE

Are you a registered Burlington Voter? NO

Phone (home): _____ Phone (work): _____ Phone (cell): 999-1440

E-Mail Address: jd 0407@gmail.com

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

Downtown business management and ownership
experience, including 4 years as Dir. of
operations for a church street market.

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Current Occupation: President, The Farmhouse Group

Education (list most recent first):

School	Location	Year/Degree
Cornell University	Ithaca NY	1998 / BA
Older Valley UHS	Brandon VT	1994 / Diploma

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

Contribute energy, support, and ideas.

Help define the future of downtown
Burlington VT for generations to come...

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.

N/A

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:

N/A

List Two References:

Robert Fuller

Jim Reiman / Robert Meyers

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.

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: _____

8/20/13

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Lori Olberg

From: James Lockridge, Big Heavy World <jim@bigheavyworld.com>
Sent: Tuesday, October 15, 2013 11:23 PM
To: Lori Olberg
Subject: Application to CSMC
Attachments: Commission Application.pdf; ATT00001.htm

Hello Lori -

Attached please find my application to the Church Street Marketplace Commission. I'm in Nevada now, traveling to California and returning on October 28; I'd drop this off in person otherwise. I'm in touch with city councilors to seek sponsorship/endorsement and to let the city council know I'm available via email or phone to answer questions as a candidate, since I'll be out of state during the October 21 city council meeting.

Thank you for the opportunity to apply!

JAMES LOCKRIDGE | Executive Director | (802) 865-1140
Big Heavy World <http://www.bigheavyworld.com>
The Vermont Music Library & Shop <http://www.vmls.org>
WOMM-LP 105.9FM The Radiator <http://www.theradiator.org>

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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: Church Street Marketplace Board/Commission

(Please fill out a separate application for each post)

Full Name: James Lockridge Ward: Five

Residence: 56 King Street (Burlington) Political Affiliation (mandatory): Independent

Are you a registered Burlington Voter? Yes

Phone (home): (802) 373-2890 Phone (work): (802) 865-1140 Phone (cell): (802) 373-2890

E-Mail Address: Jim@bigheavyworld.com

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

As a nonprofit director I've strategized long-term planning; produced complex projects and events; managed paid staff and volunteers; represented the organization to media; developed partnerships from the local to the state level; communicated with and presented to legislators and the city council; advocated policy to the city administration; developed material and financial resources; administrated business, operations and reporting, and accomplished goals with focus and adherence to a cultural and community and economic development mission. I have a keen empathy for the interests of stakeholders and constituents in any situation, and in my work seek to create the greatest social benefit with the most efficient use of resources.

Current Occupation: Executive Director, Youth Safety Council of Vermont
Executive Director, The Big Heavy World Foundation

Education (list most recent first): (Please see attached resume.)

School	Location	Year/Degree

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

The CSMC is respected for creating and maintaining the experience that everyone has in the heart of the city. As a Burlington resident since 1989 I've been involved in community-building and working with youth and artists from every social and economic background. I've learned how to serve people inclusively while contributing to the economic advancement of the city, and seen that these two objectives are often disconnected in city planning and policy. I'd like to contribute this personal sense of balance to the work of the commission.

Have you served as a Burlington City Commissioner/Board Member in the past? Yes.
If the answer is yes, please list any and all appointments and dates you served.

Burlington Skatepark Operations Advisory Group (Current. Group is inactive)
Burlington Skatepark Advisory Committee (Coalition) Member
CDBG Citizen Advisory Board

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:

I have advocated successfully to the CSM Commission to reinstate public bulletin boards on the Marketplace. I have sought reinstatement of lost public bulletin boards in Burlington. I have proposed fairness in city funding for the arts. I have sought designation of a nonprofit I direct as a city music office. I have no personal, commercial, or other conflicts of interest relating to the CSMC.

List Two References:

Bill Bryant, wbryant@madriver.net, (802) 453-7770
Rich Tulikangas, rtulikan@bsdvt.org, (802) 489-5222

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.

My natural inclination is to engage each stakeholder as an ally, to seek productive and fair resolutions to conflicts or challenging decision-making. I do my best to understand the fundamental interests of others and the principles that those interests rise from. I'm unafraid to engage with, collaborate to explore, and seek resolution to conflicts.

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: October 15, 2013

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JAMES LOCKRIDGE

56 King Street, Burlington, VT 05401 • (802) 373-2890

jim@bigheavyworld.com

EMPLOYMENT HISTORY

TOWN OF BRISTOL, VT: BRISTOL PARKS, ARTS AND RECREATION DEPARTMENT TEEN CENTER DIRECTOR 2008-PRESENT

Direct teen center and skatepark serving five-town region of Addison County

- Developed supplemental funding to expand programs, doubled hours of operation and staff
- Created performance space including stage, stage lighting, and electrical circuits for amplification
- Doubled size of skatepark and improved with acrylic sport coating; constructed indoor skate ramp
- Accomplished grant-funded, youth-led mural projects throughout interior and exterior
- Upgraded all equipment and appliances (computers, TVs, stove, refrigerator, game tables, furniture, musical instruments and PA system, exterior lighting, community garden, skatepark features)
- Established Community Advisory Board
- Manage diverse staff including annual and summer AmeriCorps members, volunteers, School-to-Work students, WIA-eligible Dept. of Labor summer youth employment program participants, and youth performing community service
- Managed presentation of VT Dept. Health sexual health curriculum; designated as a model program

THE BIG HEAVY WORLD FOUNDATION, INC.

EXECUTIVE DIRECTOR 1996-PRESENT

Direct youth-staffed nonprofit organization with a mission of preserving and promoting the music of Vermont while bringing Vermont musicians together as a self-empowered community. Accomplish goals by engaging and inspiring Vermont teens and young adults.

- Created volunteer-staffed music office equivalent to the formal music offices of Texas and Seattle
- Developed partnerships among youth services, cultural heritage tourism interests, businesses, municipal and state government, and Vermont musicians
- Innovated technology-based exposure for VT arts (digital distribution; digitized VT music in welcome centers; first VT use of internet to aggregate localized arts information; first streaming concerts; local music programming via radio broadcast, iTunes, & iPhone app; virtual tour of VT music venues)
- Developed compelling environment for young Vermonters to gain technical, professional, and social skills
- Developed resources for VT musicians including FCC-licensed community radio station; public listening library; web site including VT music industry directories; record label; online store; tour van loan program; concert and educational events; live concert broadcasts to radio, television and web
- Awarded support by multiple funders including the Vermont Community Foundation, VT Dept. Labor, VT Dept. Health, VT Dept. Buildings & General Services, City of Burlington, Fieldstone Foundation, others

SEVEN DAYS

ART DIRECTOR 1997-1998

Responsible for graphic design of publication and direction of design staff for weekly alternative newspaper.

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SUMMARY

ENTREPRENEURIAL LEADER Resourceful, budget-minded, and boldly creative in pursuit of advancement of missions via innovative, emerging, and collaborative strategies.

FOCUSED ADMINISTRATOR Dedicated to success and sustainability; apt with near-term and long-view planning; diligent and responsive to expectations of leadership (municipal administrations, board of directors, stakeholders, constituents).

COLLABORATIVE AND INCLUSIVE ADVOCATE Seek to create greatest common good with available resources; recognize efficacy of leveraging partner resources to over achieve mutual objectives; inclusive of all constituents, dynamic and fearless advocate of missions and foundational principles to public, municipal, and legislative audiences.

YOUTH EMPOWERING VISIONARY Founder of model for engagement of young adults in real-world cultural preservation and community and economic development efforts.

CIVIC INVOLVEMENT & LEADERSHIP

Champlain Valley National Heritage Partnership, Heritage Area Partnership Advisory Committee Member

Burlington Skatepark Advisory Committee (Coalition) Member. Burlington Skatepark Operations Advisory Group

Vermont Coalition of Teen Centers Best Practices Committee Member

Lake Champlain Regional Chamber of Commerce, Tourism Committee Member

Vermont Arts Council Grant Review Panelist (2004, 2010)

Lake Champlain Quadricentennial Commission Education & Interpretation Committee; Marketing and Community Relations Committee (2006 - 2009)

Addison County Regional Planning Commission, Starksboro Delegate (2007, 2008)

Starksboro Historical Society, President, Vice President (2007 - 2009)

EDUCATION

UNIVERSITY OF VERMONT Baccalaureate, History & Art History, 1991. Phi Alpha Theta National History Honor Society Member.

MARLBORO COLLEGE CERTIFICATE IN NONPROFIT MANAGEMENT Ten-week graduate school course in core nonprofit management competencies. Participating with competitive Vermont Arts Council scholarship. (Entering program February, 2013)

BENCHMARKS FOR A BETTER VERMONT Participant in competitive 16-month Performance Institute for advancement of systems of nonprofit performance measurement based on Results-Based Accountability™. (2012 - Present)

YOUTH SERVICES OUTCOMES MEASUREMENT PEER GROUP 12-month peer workgroup initiative to develop youth service outcomes measurements, coordinated and hosted by United Way of Addison County and Vermont Community Foundation. (2010 - 2011)



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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: Church Street Marketplace Commission Board/Commission
(Please fill out a separate application for each post)

Full Name: Stavros Mitchelides Ward: 3

Residence: 94 Church Street Apt H Political Affiliation (mandatory): L

Are you a registered Burlington Voter? Yes

Phone (home): _____ Phone (work): _____ Phone (cell): 802-343-1872

E-Mail Address: joyryde@gmail.com

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

I live in and own a condo on Church Street and I am the president of 2 boards of directors on Church Street, as well as am the facilities manager and property manager of the same building; (The Warner Block at 94 Church). I've owned businesses on Church Street and have been a self-employed entrepreneur since I was 19 years old; so I have vast experience in operating businesses and increasing the efficiency of everything I'm involved with.

Current Occupation: President of DJDeals.com Inc.

Education (list most recent first):

School	Location	Year/Degree
Colchester High School	Colchester	1995

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

I'm currently very actively involved with Church Street because I live there; I have a vested interest in Church Streets' improvement and efficiency. I excel at finding ways to save money and resources and get great satisfaction out of doing so. I am a huge proponent of PlanBTV and hope to be able to implement every aspect of it in the downtown and the Church Street area.

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? Yes If so, please explain:

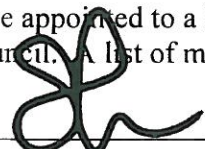
Not a conflict of interest, but I leave Vermont to travel during the winter months, the time varies but sometimes I am away for as long as 5 months.

List Two References:
Ron Redmond and Rachel Siegel, as well as Ranjit Singh

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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Signature: 

Date: 9/26/2013

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Fax (802) 865-7014

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APPLICATION FOR: Fence Viewer Board/Commission
(Please fill out a separate application for each post)

Full Name: Ralph J. Montefusco Ward: 4

Residence: 172 Woodbury Road Political Affiliation (mandatory): D/P

Are you a registered Burlington Voter? yes

Phone (home): 862-4085 Phone (work): n/a Phone (cell): 598-5613

E-Mail Address: Rmontefu@burlingtontelecom.net

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

Served on 2 Planning commissions and
the District 4 Environmental Commission,

Current Occupation: Retired

Education (list most recent first):

School	Location	Year/Degree
Community College of R.I.	Watwick, R.I.	1984/AAS in Chemical Technology
Rhode Island College	Providence, R.I.	no degree
W. Pleasant High School	Providence, R.I.	1968/diploma

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

I hate to see positions going unfilled.

Have you served as a Burlington City Commissioner/Board Member in the past? yes

If the answer is yes, please list any and all appointments and dates you served.

Burlington Planning Commission (2005-2010)
Burlington Advisory Committee on Accessibility

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:

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List Two References:

Russell Ellis, 328 Shore Road, Burlington, 862-4584
Rep. Jean O'Sullivan, 37 Village Green, Burlington, 658-0492

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

I am familiar with reading site plans.

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: Maah J. Montenegro Date: 10/7/13

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

Voice (802) 865-7000

Fax (802) 865-7014

TTY (802) 865-7142

APPLICATION FOR: Public Works Board/Commission

(Please fill out a separate application for each post)

Full Name: Daniel Bradley Ward: 2

Residence: 280 College St Political Affiliation (mandatory): I

Are you a registered Burlington Voter? Yes

Phone (home): _____ Phone (work): _____ Phone (cell): 999-8215

E-Mail Address: DBRADLEY48@Gmail.com

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

I worked for the City for 20yrs, 17
with DPW. I have extensive experience
with public process and policy. I understand
public financing and am experienced
project manager. I also have private sector
experience in banking and with Nickelodeon
Cinema.

Current Occupation: Retired

Education (list most recent first):

School	Location	Year/Degree
<u>U. Massachusetts</u>	<u>Boston</u>	<u>1974 / Psychology</u>

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

I can help
Improve departments' efficiency
and quality of services delivered to
the public.

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:

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List Two References:

Ron Redmond
Scott Johnson

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.

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:

D. P. Kelly

Date:

9/27/2013

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Fax (802) 865-7014

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APPLICATION FOR: Public Works Board/Commission
(Please fill out a separate application for each post)

Full Name: Jeff Padgett Ward: 5

Residence: 53 Catherine Street Political Affiliation (mandatory): I

Are you a registered Burlington Voter? yes

Phone (home): none Phone (work): Na Phone (cell): 999-8128

E-Mail Address: jeffpadgett10@gmail.com

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

Licensed Professional Engineer

Previously served 6 years on the DPW Commission

BS in Civil Engineering from UVM

Past President of the Vermont Society of Professional Engineers

Current Occupation: Personal Sabbatical

Education (list most recent first):

School	Location	Year/Degree
UVM	Burlington	1992 - BS Civil Eng.
Henderson High	West Chester, PA	1988

RECEIVED
OCT - 7 P 3:33
BURLINGTON CLERK
TREASURER'S OFFICE

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

Provide a supportive, yet challenging voice to promote progress and improvement of
the services provided by DPW.

Have you served as a Burlington City Commissioner/Board Member in the past? _____

If the answer is yes, please list any and all appointments and dates you served.

Yes, DPW Commission from 2002 to 2008. I was Vice Chair at the end of my tenure.

I left the Commission due to the time requirements of the Vermont Leadership Institute.

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:

Dawn Moskowitz - 318-5892

Michael Wood Lewis - 859-0049

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.

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: _____

10/7/2013

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

1
2 **Resolution Relating to**
3

4
5
6 **APPROVAL OF PURCHASE POWER AGREEMENT**
7 **BETWEEN SOUTH FORTY SOLAR, LLC AND**
8 **BURLINGTON ELECTRIC DEPARTMENT.**
9

RESOLUTION _____

Sponsor(s): Councilors Bushor,
Aubin – Board of Finance

Introduced: _____

Referred to: _____

Action: _____

Date: _____

Signed by Mayor: _____

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, South Forty Solar, LLC is developing a two and a half megawatt (2.5 MW)
18 photovoltaic solar panel electric generating facility located on Sunset Cliff Road in Burlington,
19 Vermont (“Project”); and

20 WHEREAS, South Forty Solar, LLC desires to sell 100% of the Project’s electricity and
21 other products related to electric generation to Burlington Electric Department (“BED”); and

22 WHEREAS, BED’s General Manager has determined that purchasing 100% of the
23 Project’s electricity and other products related to electric generation will be in the best interest of
24 BED’s customers and BED; and

25 WHEREAS, BED’s General Manager has determined that it is in the best interest of BED
26 to enter into a Purchase Power Agreement with South Forty Solar, LLC that calls for a term of
27 25 years from the date of Project commissioning at a rate of \$0.195 per kWh of electricity
28 produced; and

29 WHEREAS, on July 10, 2013, the City of Burlington Electric Commission approved the
30 terms of the Purchase Power Agreement between BED and South Forty Solar, LLC; and

31 WHEREAS, in approving the Purchase Power Agreement the City of Burlington Electric
32 Commission instructed BED to take no position in any future permitting proceedings relative to
33 the suitability of the proposed location for the South Forty Solar, LLC project for solar
34 development; and

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37 Page 2

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42 **APPROVAL OF PURCHASE POWER AGREEMENT**

43 **BETWEEN SOUTH FORTY SOLAR, LLC AND**

44 **BURLINGTON ELECTRIC DEPARTMENT.**

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WHEREAS, at its regularly scheduled meeting on September 30, 2013, the City

50 Council's Board of Finance voted to send this Resolution to the City Council with no

51 recommendation.

52 NOW THEREFORE, BE IT RESOLVED THAT upon City Council approval, BED

53 General Manager Barbara L. Grimes, on behalf of the City, is authorized to negotiate and

54 execute the Purchase Power Agreement and any documents necessary to facilitate the Purchase

55 Power Agreement subject to the following:

56 a) that the final Agreement is in substantial compliance with the draft Agreement

57 submitted to the BOF and City Council;

58 b) that BED adheres to the Burlington Electric Commission condition regarding

59 neutrality in the permitting process for the Project;

60 c) that all other required permits, licenses, or approvals from any other City, state, or

61 federal entity be obtained prior to BED taking any deliveries under the Agreement;

62 d) that the Agreement is subject to any applicable City Purchasing Procedure; and

63 e) that the final Agreement be subject to prior review by the Chief Administrative

64 Officer and the City Attorney, as appropriate.

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74 **Page 3**

75 **Resolution Relating to**

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79 **APPROVAL OF PURCHASE POWER AGREEMENT**

80 **BETWEEN SOUTH FORTY SOLAR, LLC AND**

81 **BURLINGTON ELECTRIC DEPARTMENT.**

82

83 NAME/PURPOSE OF CONTRACTS: Purchase Power Agreement

84 ADMINISTRATIVE DEPARTMENT: Burlington Electric Department

85 CONTRACT AMOUNTS: \$0.195 (nineteen and one half cents) per kWh of
86 electricity produced

87 CONTRACT TERM: 25 years from the date of Project commissioning

88 DESIGNATION OF FUNDS: Electric Department revenues

89 FISCAL YEAR: 2013 and future

90 ACCOUNT NAME: BED Power Supply Budget

91 ACCOUNT NUMBER:

92

93 211150/86 Resolution – Purchase Power Agreement Southforty Solar and BED

MEMORANDUM

TO: City of Burlington City Council

FROM: Ken Nolan, Manager of Power Resources

DATE: October 16, 2013

RE: **South Forty Solar LLC Purchase Power Agreement**

cc. Barbara Grimes

BED staff has been working for several months with the developers of South Forty Solar LCC to reach agreement on a Purchase Power Agreement. South Forty Solar is 2.5 MW solar project being proposed for the Flynn Estate, the site of several previous proposals for housing development.

The developers, led by Frank Von Turkovich, approached BED last fall with the proposal feeling it might provide a more palatable development decision for neighbors with less impact than previous proposals for the parcel. The developers have held initial meetings with state agencies to discuss environmental issues, and BED understands that the project has been discussed during at least one NPA meeting to date. The developers have also informed BED that they plan additional outreach to city leaders both legal up to and subsequent to any vote on this agreement.

After several months of discussion, BED staff reached conceptual agreement on a Purchase Power Agreement in June. The agreement is modeled on BED's standard contract for solar power which the city council has approved on several previous occasions. In this case the agreement allows for up to a 2.5 MW solar project to provide power to BED at a price of \$0.195/kwh for a 25-year term. It also contains stronger assignment and Force Majeure provisions, given the significant project size. The pricing is comparable with other projects BED has encountered within Chittenden County, and is favorable to other proposals BED has considered. A copy of the agreement is attached.

The Electric Commission first discussed the project in April to consider whether BED should pursue this project given the long history surrounding the proposed locations, and decided that staff should proceed to see if a Purchase Power Agreement could be achieved. Staff reached agreement on most contractual terms in June, and the Commission approved the Purchase Power Agreement at its July meeting subject to legal sign off on the remaining risk related terms. Since then BED has been finalizing the legal terms of the contract, such as Force Majeure definitions.

In approving the contract the Electric Commission was very aware of past neighbor concerns related to this parcel, and held lengthy discussions as to BED's role in any land use discussions. Commissioner Herendeen resides near the project location, and was able to provide the Commission with perspective around the concerns that had been raised previously. After considerable discussion the Commission decided that BED should be making its decision on the project with regard to the impacts on electric customers, and should not be making determinations about site suitability or possible permitting outcomes. In their July, 2013 approval the Commission agreed with BED staff that the Purchase Power Agreement reflected a positive benefit to BED ratepayers; however, they explicitly instructed BED staff not take any positions relative to the suitability of the proposed site for solar development, and to leave that decision to the city and state officials charged with issuing the project its required permits.

The project will need to receive an interconnection agreement from BED's engineering department as well as a §248 permit from the Public Service Board. It may also need city permits for construction activities.

BED staff will attend the City Council meeting to answer any questions you may have.

PROJECT SUMMARY
South Forty Solar Project
Sunset Cliff Road, Burlington, Vermont

Overview

South 40 Solar, LLC, a Vermont based company, is interested in constructing a photovoltaic (solar) generating facility on land located in Burlington's New North End. The site is a 40 acre parcel located on Sunset Cliff Road. The land is bordered by Curtis Avenue on the easterly side; the Strathmore development neighborhood on the southerly and westerly sides; Sunset Cliff, a residential neighborhood, on the north westerly side; and land pertaining to the camps located on Starr Farm, along the Lake Champlain shoreline to the north.

Concept Plan

Initial plans propose the construction of a 2.5 megawatt (AC) fixed panel solar field that would feed energy into the Burlington Electric Department system. The solar facility would occupy approximately 25 acres of the 40 acre site. The remaining 15 acres would be left intact as "buffer" space between the project and neighboring properties and will be available as recreation space (walking paths, etc.).

The developer has indicated that the project will be designed with sufficient screening and buffer areas so that visibility from adjoining properties will be limited. Once the installation has passed its economically productive lifespan, a decommissioning plan will go into effect and the site will be restored.

Neighborhood Outreach

The developer has had several meetings with the local NPA and interested neighbors to discuss and explain the project. Interested persons are welcome to contact the developer directly to obtain more information or to ask questions.

BED Ratepayers

Burlington Electric Department has reviewed the developer's proposal and has determined that purchase of power from the solar development complies with BED's Integrated Resource Plan, and would be in ratepayer's best interest. The proposed contract has been approved by the BED Electric Commission, with the condition that BED remain neutral in any permitting processes. The proposed purchase power contract has been scheduled for consideration at the Burlington City Council meeting on October 21, 2013.

Review

This project is in its very early stages and many issues remain open for review and discussion. More detailed review will take place in the near future if the developer decides to go forward.

Other Documents

The proposed site plan is also available.

Contact

Please contact Frank von Turkovich at (802) 578-2536; fvonturkovich@fvtlaw.com with any questions about this information.

PURCHASE POWER AGREEMENT

This Purchase Power Agreement ("**Agreement**") is made between SOUTH FORTY SOLAR, LLC, a Vermont limited liability company ("**Producer**") and the CITY OF BURLINGTON, VERMONT, ELECTRIC DEPARTMENT, a Vermont municipal corporation ("**BED**"), each of which entities is herein referred to individually as a "**Party**" or, together, as the "**Parties**."

RECITALS

WHEREAS, Producer is developing a 2.5 MW (AC) photovoltaic solar panel electric generating facility located on Sunset Cliff Road in Burlington, Vermont (the "**Project**").

WHEREAS, Producer desires to produce and sell 100% of the Project's Electricity and Other Products Related to Electric Generation to BED.

WHEREAS, BED, as a utility serving load in Vermont, desires to purchase 100% of said Electricity and Other Products Related to Electric Generation from Producer.

WHEREAS, Producer and BED desire to enter into this Agreement to set forth the terms for the purchase and sale of Electricity and Other Products Related to Electric Generation provided by the Project.

NOW, THEREFORE, intending to be legally bound, the Parties agree as follows:

1. Defined Terms

Capitalized terms used in this Agreement shall have the meanings set forth above, in paragraph 31 hereof, or as defined elsewhere in this Agreement or in the Attachments to this Agreement.

2. Effective Date

This Agreement shall become effective upon execution by both Parties and is of no force and effect whatsoever until that time.

3. Milestones

This Agreement contains certain requirements and deadlines ("**Milestones**") that must be met in order for this Agreement to remain in effect. The Parties shall be entitled to exercise certain rights and remedies in the event that any of the Milestones set forth in **Attachment B** are not met as required.

4. Failure to Achieve Milestones

If any of the herein stated Milestones are not satisfied, the following conditions shall apply:

- a. **Producer's Failure to Meet Milestones.** Should Producer fail to meet any of the Milestones set forth in Attachment B as "**Producer Milestones**," BED shall have the right to:
 - i. After providing written Notice to Producer of the failure to meet such Milestone in which case Producer shall then be entitled to thirty additional (30) business days from the date of such Notice in which to complete such Milestone, declare this Agreement to be null and void and of no further force and effect. In this event, BED shall provide Notice to Producer of such failure and of the termination of this Agreement which termination will be effective as of the date of Notice. At that time the Parties will have no further obligation to each other.
 - ii. Grant an extension from the date of such Notice (which shall not be for less than thirty (30) business days) relative to any Producer Milestone, by notifying the Producer in writing of the proposed extension. If Producer does not accept the proposed extension, in writing, within ten (10) business days, BED may, upon written Notice to Producer, terminate this Agreement which shall then be null and void and of no further force and effect. At that time the Parties will have no further obligation to each other.
- b. **BED's Failure to Meet Milestones.** Should BED fail to meet any of the Milestones set for in Attachment B as "**BED Milestones**" Producer shall have the option to either:
 - i. After providing written Notice to BED of the failure to meet such Milestone in which case BED shall then be entitled to thirty additional (30) business days from the date of such Notice in which to complete such Milestone, declare this Agreement to be null and void and of no further force and effect. In this event, Producer shall provide Notice to BED of such failure and of the termination of this Agreement which termination will be effective as of the date of Notice. At that time the Parties will have no further obligation to each other.
 - ii. Grant an extension from the date of such Notice (which shall not be for less than thirty (30) business days) relative to BED Milestone, by notifying BED in writing of the proposed extension. If BED does not accept the proposed extension, in writing, within ten (10) business days, Producer may, upon written Notice to BED, terminate this Agreement

which shall then be null and void and of no further force and effect. At that time the Parties will have no further obligation to each other.

5. Interconnection Review Fee and Deposit

At the time of submission of application for interconnection under Vermont Public Service Board ("**Board**") Rule 5.500, BED may request, and Producer shall tender to BED, funds required to pay for the actual, costs incurred by BED for the review of the application for interconnection. In the event that such funds remain unexpended following completion of the review of the application for interconnection, any unexpended amounts will be refunded to Producer. Interest will not accrue on the funds provided or refunded pursuant to this section. The Parties agree to abide by all of the Board's Rules and requirements, as applicable, with respect to the Project and this Agreement.

6. Project Location, Design and Construction; Operations

Producer shall construct the Project at the location and in a manner substantially consistent with the specifications set forth in **Attachment A**, but subject to changes as required by any court or regulatory body or as may be needed to comply with Good Engineering and Operating Practices. Producer shall utilize Commercially Reasonable Efforts in the design, construction and operation of the Project in accordance with Good Engineering and Operating Practices, shall at all times comply with the terms and conditions of any applicable certificate of public good and any other applicable Regulatory Approvals issued relative to the Project, and shall be solely responsible for all costs, expenses, liabilities and other obligations necessary to complete the Project. All operations and deliveries shall be subject to the applicable rules and regulations of the ISO-NE bulk power system in effect during the Term of this Agreement, and Producer shall be responsible for payment of any costs, sanctions or charges arising from actions or inactions of Producer resulting from Producer's failure to comply with such applicable rules and regulations. Producer shall be responsible for payment of all operational costs associated with the Project.

7. Interconnection

Producer shall be solely responsible for the payment of all costs arising under the Interconnection Agreement. At such time as the Interconnection Agreement is executed, it shall be deemed part of this Agreement and a copy shall be appended as **Attachment D** to this Agreement. BED shall be named as a named insured under any policies of insurance required under the Interconnection Agreement. Both Parties shall fully and faithfully perform all of their respective duties and responsibilities under the Interconnection Agreement.

8. Exclusivity

During the Term of this Agreement, Producer shall not enter into any other agreement for the sale or other conveyance of any portion of the Electricity or any Other Products Related to Electric Generation that is the subject of sale under this Agreement. Producer acknowledges that, by entering into this Agreement, Producer is waiving, during the period this Agreement

remains in effect, any and all rights to seek an alternative power sales arrangement, including but not limited to an arrangement through Vermont Public Service Board Rules 4.100, 4.300 and 5.100, or under any Standard Offer contract allowed under 30 V.S.A. section 8005a or any similar qualifying facility or statewide contract structure at any time throughout the Term set forth in this Agreement.

Notwithstanding the foregoing, Producer shall not be bound by the above stated exclusivity provision under the following conditions:

- a. If Producer is unable to obtain regulatory approval (including all permits and approvals required by any governmental authority) to construct the Project by the required Milestone.
- b. If Producer is prohibited by governmental rules, regulations, or order (or court order) from continuing to operate the Project.
- c. If BED defaults under any of its duties and obligations under this Agreement.
- d. Producer shall be entitled to conduct negotiations with and enter into agreements for the sale of Electricity or Other Products Related to Electric Generation from the Project with other persons or entities during the Term of this Agreement so long as such sale shall not become effective while this Agreement remains in effect.

9. Exclusivity; Succeeding Contract; Right of First Refusal

If BED shall have exercised its right to terminate this Agreement due to Producer's default under its duties and obligations as set forth herein, Producer shall not be entitled, subsequent to such termination, to enter into agreements for the sale of Electricity or Other Products Related to Electric Generation from the Project with other persons or entities without first offering BED the right to purchase such Electricity or Other Products Related to Electric Generation from the Project on either the same terms and conditions as that which has been initially agreed to by the Parties as set forth herein, or under the terms and conditions that Producer intends to offer to such other person or entity. BED shall have 45 days from the date it receives information in reasonable detail setting forth the terms and conditions that Producer intends to offer to such other person or entity in connection with the sale of Electricity or Other Products Related to Electric Generation from the Project (the "**Succeeding Contract**") to decide and provide Notice its acceptance of the offer in which case the Parties shall then be governed by all of the terms and conditions set forth in this Agreement or the Succeeding Contract as applicable based on BED's election. In the event, BED elects to exercise its right to purchase Electricity or Other Products Related to Electric Generation from the Project under this provision the following conditions shall apply: (a) BED shall be entitled to require that Producer do all things necessary to cure any outstanding Event of Default conditions and, further pay for all costs and expenses incurred by BED as a result of Producer's default under this Agreement; and (b) the parties shall enter into an agreement restoring the terms and conditions the forth in this Agreement, or the terms and conditions of the Succeeding Contract, which shall then remain in

effect, subject to performance of the parties, for the time remaining under the term. The provisions of this paragraph shall survive any termination of this Agreement by BED pursuant to its rights hereunder, but shall not survive if Producer terminates the Agreement, pursuant to its rights hereunder, after an Event of Default by BED.

10. Station Service

Station service, if any is provided by BED, shall be priced only in accordance with any applicable tariff, special contract, order or other means approved by the Board.

11. Delivery of Electricity and Transfer of Other Products Related to Electric Generation

- a. Producer hereby unconditionally sells, transfers and assigns to BED all of its right, title and interest in the Electricity and Other Products Related to Electric Generation from the Project. Producer will Deliver Electricity from the Project to BED. Upon request of BED, Producer shall use Commercially Reasonable Efforts to obtain, register, certify or deliver the Other Products Related to Electric Generation or any evidence of BED's right, title and interest thereto to BED, to the ISO-NE Administered Markets or other markets, or as BED reasonably may otherwise direct. So long as BED shall not be in default hereunder, BED shall retain all right, title, and interest in all Other Products Related to Electric Generation. BED shall be entitled, unilaterally and without the consent of Producer, to deal with Other Products Related to Electric Generation in any manner it determines regardless of whether any consideration is separately stated as being received or paid for by BED.
- b. Producer shall use Commercially Reasonable Efforts to insure that the Project is available, to the greatest extent possible, in all productive photovoltaic generating hours of the months of December, January, February, and May through September (inclusive). At all other times, Producer will coordinate Project outages (for maintenance or other reasons) with BED to the greatest extent possible.

12. Metering and Reporting Requirements

Producer shall be responsible for meeting such metering requirements as may be established by BED or by regulatory requirement, all at Producer's expense. The testing of metering equipment shall be at the discretion of BED; provided, however, that BED shall cause such testing to be performed not less than once every five years during the Term of this Agreement.

13. Rates and Term

Beginning with Commissioning, BED shall pay Producer for Electricity delivered in accordance with the Rate Schedule and for the Term set forth in **Attachment C** hereto and shall receive from Producer all Electricity and Other Products Related to Electric Generation.

14. Payment to Producer

BED shall pay or cause to be paid to Producer amounts calculated in accordance with Attachment C within 30 days of the end of each billing period during which Electricity was provided by Producer to BED. Any amounts due in excess thereof that remain unpaid after the due date therefore shall accrue interest in favor of Producer at the rate of one percent (1%) per month.

15. Default

Any of the following conditions or occurrences (each, a "**Default**") shall, after the passage of any cure period provided for in this Agreement, and after delivery of Notice from the non-defaulting party to the defaulting party, constitute an "**Event of Default**" hereunder:

- a. Producer's failure to Deliver any Electricity from the Project for a period of twelve consecutive months at any time after Commissioning and such failure is not corrected within 30 days of receipt of Notice from BED.
- b. Producer fails or ceases to hold any Regulatory Approval, which failure or cessation results in a lack of legal right on the part of Producer to continue to operate the Project. Notwithstanding the foregoing, no such Event of Default will be deemed to have occurred until (a) BED delivers Notice to Producer of such failure or cessation, or (b) Producer is otherwise in receipt of actual notice of such failure or cessation; and, with respect to (a) and (b) above, Producer has not, within 30 days of receipt of such notice, commenced before a court or regulatory body with jurisdiction over such matter, an appeal of such failure or cessation or commenced an application to obtain the legal right necessary to continue to operate the Project.
- c. Either Party is found to have committed fraud in relation to this Agreement or any regulatory proceeding relating to the Project.
- d. By agreement, decree, judgment or order of a court, either Party is adjudicated bankrupt or insolvent, with the result that such Party is rendered unable to perform its duties and obligations as set forth in this Agreement.
- e. Producer fails to resume operation of the Project in comply with Good Engineering and Operating Practices within 30 days after receipt of Notice with respect thereto from BED specifying the particular failure. Notwithstanding the foregoing, so long as such failure does not pose an immediate threat to the safety of persons or property or will not be expected to result in the imminent interruption of the Delivery of Electricity from Producer to BED, if it shall be impracticable or impossible to remedy such failure within such 30 day cure period, the cure period shall extended for the additional time reasonably necessary to effectuate such cure (not to exceed one 120 days) so long as during such

additional cure period, Producer shall diligently pursue a cure of the condition causing the Default.

- f. Producer fails to construct the Project substantially in accordance with the description included as Attachment A to this Agreement. For clarity, a substantial change in the Project shall include, but not be limited to, any use of fuels other than those specified in Attachment A, any increase (excluding de minimis increases resulting from repair or replacement of equipment) in the MW rating of the Project from the rating specified in Attachment A, or any change in the Project's location. With respect to any such failure while the Project is under construction or undergoing any maintenance work, BED agrees to endeavor, in good faith, to provide Producer with notice of such failure as soon as possible after BED has reliable information concerning same. Upon receipt of notice from BED specifying the particular failure, Producer agrees to correct same within 60 days. Notwithstanding the foregoing, so long as such failure does not pose an immediate threat to the safety of persons or property or will not be expected to result in the imminent interruption of the Delivery of Electricity from Producer to BED, if it shall be impracticable or impossible to remedy such failure within such 60 day cure period, the cure period shall extended for the additional time reasonably necessary to effectuate such cure (not to exceed one 120 days) so long as during such additional cure period, Producer shall diligently pursue a cure of the condition causing the Default.
- g. BED's failure to make any payments when due and such failure is not cured within five(5) Business Days of receipt of Notice thereof, but Producer agrees that BED shall be permitted to make two payments within up to five days after the due date thereof within any calendar year before invoking this provision permitting Producer to declare an Event of Default in connection with such failure.
- h. The failure of the defaulting Party to comply with any other material obligations hereunder and such failure continues uncured for ten (10) days after receipt of written Notice thereof. Notwithstanding the foregoing, with respect to such Defaults that (a) do not pose an immediate threat to the safety of persons or property, (b) will not be expected to result in the imminent interruption of the Delivery of Electricity from Producer to BED, or (c) will not be expected to cause material and substantial economic injury to the other Party, if it shall be impracticable or impossible to remedy such failure within the cure period provided for above, the cure period shall extended for an additional period reasonably necessary to effectuate such cure (not to exceed one hundred and twenty days (120) days) so long as during such additional cure period, the defaulting Party shall diligently pursue a cure of the condition causing the Default.

16. Remedies of Non-Defaulting Party

Upon the occurrence of an Event of Default, the non-defaulting Party shall, within 30 days thereof, be entitled to send written Notice to the defaulting Party specifying the Event of Default and declaring the Agreement terminated. If the non-defaulting Party fails to issue such Notice within the 30 day time period specified above, and, during such interim, the defaulting Party, notwithstanding the expiration of the cure periods provided for above, effectuates a cure of the Default upon which such a termination could be based, the Parties agree that such cure shall be deemed to be effective and timely, whereupon the non-defaulting Party shall then be barred from terminating this Agreement on the basis thereof.

17. Effect of Termination or Expiration

Termination of this Agreement, whether by expiration or otherwise, shall not affect or prejudice any rights or obligations of either Party, including those relating to amounts payable under this Agreement up to and including the time of any termination.

18. Force Majeure

In the event of Force Majeure which makes it impossible (after the passage of seven (7) calendar days) for BED to use the Electricity, BED may, upon Notice, suspend its obligation to purchase Electricity under this Agreement for a period of up to thirty (30) days. In no case will an event of Force Majeure excuse Producer's failure to perform for a period of more than twelve consecutive months.

19. Secured Lender Rights

- a. Producer shall have the right from time to time, at its cost, to enter into one or more Security Agreements upon such terms as it desires, provided that:
 - i. in the case of a mortgage, deed of trust, syndication agreement or similar instrument by which the mortgagee, trustee or syndication agent holds security on behalf of, or for the benefit of, other lenders, only the mortgagee, trustee or agent shall be entitled to exercise the rights and remedies under the Security Agreement as the Secured Lender on behalf of the lenders;
 - ii. BED shall have no liability whatsoever under any Security Agreement for the payment of the principal sum secured or any interest accrued thereon or any other sum secured thereby or accruing thereunder, and the Secured Lender shall not be entitled to seek any damages against the BED for any or all of the same; and
 - iii. all rights acquired by a Secured Lender under any Security Agreement shall be subject to all of the provisions of this Agreement, including the restrictions on assignment contained herein; and

- iv. Producer shall provide any entity with whom it intends to enter a Security Agreement with a copy of this Agreement and the Attachments to this Agreement.
- b. While a Security Agreement remains outstanding, and provided that BED has received from Producer prior written Notice of the name and address of the Secured Lender, BED shall provide a copy of any written Notice of default or termination to the Secured Lender at such time that such Notice is sent to Producer. Secured Lender shall at all times have, independent of Producer, the right to effectuate (or cause others to effectuate) a cure of any default or Event of Default before the expiration of any allowable cure period. Subject to the provisions of this Agreement, a Secured Lender may enforce any Security Agreement and acquire Producer's interest in the Project in any lawful way, subject to (1) receipt of any required Regulatory Approvals, (2) the honoring of all obligations of Producer under this Agreement, and (3) payment of all of BED's costs and expenses (including attorney fees) incurred with respect to the acquisition and any related events.
- c. The Parties and all Secured Lenders shall, from time to time and subject to any Regulatory Approvals that may be required, enter into and execute estoppel letters confirming the status of instruments and agreements reasonably needed to implement the Security Agreement protection provisions contained in this Agreement.

20. Indemnification

Neither BED nor Producer shall be liable under this Agreement or under any cause of action relating to the subject matter of this Agreement for any special, indirect, incidental, punitive, exemplary or consequential damages, including loss of profits, loss of use or any property or claims of customers or contractors of the Producer or BED for any such damages. The Parties hereby agree to indemnify, defend and hold each other and their respective directors, officers, members, managers, city councilors, commission members, elected and appointed officials, volunteers, employees, shareholders, advisors, and agents (including contractors and their employees) (collectively, the "**Indemnitees**") harmless from and against any and all claims, demands, suits, losses, damages, liabilities, penalties, obligations, payments, costs and expenses, interest accrued thereon (including the costs and expense of, and interest accrued on, any and all actions, suits, proceedings for personal injury (including death) or property damage, assessments, judgments, settlements and compromises relating thereto and reasonable attorney fees and reasonable disbursements in connection therewith), asserted against or suffered by the Indemnitees relating to, in connection with, resulting from, or arising out of the performance by the Parties of their respective duties and obligations under this Agreement, or any occurrence or event relating thereto, or any occurrence or event on the Party's side of the Interconnection Point, or a breach by the Party of any of its representations, warranties, obligations or covenants contained in this Agreement.

21. Liability

If Producer is not a single legal entity, then all such entities comprising Producer shall be jointly and severally liable to BED for all representations, warranties, obligations, covenants, and liabilities of Producer under this Agreement.

22. Record Retention

Producer and BED each shall keep complete and accurate records and all other data required by either of them for the purpose of proper administration of this Agreement. Without limiting the generality of the foregoing, Producer shall keep all records and other documentary evidence that may be necessary to establish, substantiate or maintain any claim or title of BED to any Other Products Related to Electric Generation. All such records shall be maintained as required by law, but for no less than seven (7) years after the creation of the record or data. Producer shall provide or cause to be provided reasonable access by BED to the relevant and appropriate non-confidential financial and operating records and data kept by it or on its behalf relating to this Agreement reasonably required for BED to comply with its obligations under this Agreement, or to verify billings or to verify information provided in accordance with this Agreement or relating to compliance by Producer with this Agreement.

23. Project Inspection; Performance Assurance; Public Access

BED shall have the right to inspect the Project prior to Commissioning and shall have the right to inspect the Project for the purpose of verifying Producer's compliance with its duties and obligations as set forth herein during normal business hours during the Term of this Agreement, upon at least five business days' Notice to Producer.

Subject to satisfactory arrangements with respect to safety and liability, Producer agrees to cooperate with BED to facilitate access to the Project for educational purposes.

24. Notices

Unless otherwise stated, all Notices pertaining to this Agreement (each, a "**Notice**") shall be in writing and shall be transmitted, by the Party giving Notice, via electronic mail and one of the following methods of delivery: US Mail (certified, with return receipt); overnight nationally recognized courier (FedEx, UPS, etc.); or hand delivery, and addressed to the other Party as follows ("**Notice Addresses**"):

If to Producer:

South Forty Solar, LLC
c/o LAW OFFICES OF FJ VON TURKOVICH, PC
One National Life Drive
Montpelier, VT 05604

Attention: FJ von Turkovich
E-mail: fvonturkovich@fvtlaw.com

With copy to:

Brian Dunkiel and Andrew Raubvogel
DUNKIEL SAUNDERS ELLIOT RAUBVOGEL & HAND
91 College St.
Burlington, VT 05401

E-mail: bdunkiel@dunkielsaunders.com
araubvogel@dunkielsaunders.com

If to BED:

General Manager
BURLINGTON ELECTRIC DEPARTMENT
585 Pine Street
Burlington, VT 05401

Notice transmitted or delivered as provided above shall be deemed to have been given and received on the day it is transmitted (if by electronic mail or facsimile) or delivered (if by courier or hand delivery), provided such Notice is transmitted or delivered on a business day prior to 5:00 p.m. local time in the place of delivery or receipt. If a Notice is transmitted or delivered after 5:00 p.m. local time or such day is not a business day, then such Notice shall be deemed to have been given and received on the next business day. Either Party, by written Notice to the other, may change its contact person or Notice Address.

25. Confidentiality; Public Records

Producer acknowledges its understanding that BED is subject to Vermont's Access to Public Records law, 1 V.S.A. § 315 et seq. ("**Public Records Law**"). To the extent that BED may receive requests under the Public Records Law for confidential information provided by Producer to BED, BED shall notify Producer of the request not later than the next business day after the request is received. Producer shall then be allowed ten (10) business days (or such lesser time as is prescribed by law) to review such request for the purpose of identifying proprietary (trade secrets) information or other confidential information that may be exempt from public disclosure pursuant to applicable law. Information related to the development of the Project shall be considered, to the fullest extent permissible, to be trade secrets under 30 V.S.A. § 317(9) for purposes of application of that statute, and, accordingly, BED agrees to not disclose any such information without Producer's consent to the extent allowable by law. It shall be the responsibility of the Party seeking to maintain confidentiality of specific information to seek an appropriate protective order, or other remedy, or to undertake such court action as may be necessary, at such Party's sole expense.

26. Business Relationship

The relationship between the BED and Producer is that between independent contractors, and nothing in this Agreement shall create or be deemed to create a relationship of partnership, joint venture, fiduciary, principal and agent or any other relationship between the Parties.

27. Non-Party Rights

Except as set out otherwise in this Agreement, this Agreement shall not confer upon any person or entity, except the Parties and permitted assigns, any rights, interests, obligations or remedies under this Agreement.

28. Assignment

Neither party may assign its rights and duties under this Agreement without the prior approval of the other Party, which approval shall not be unreasonably conditioned, delayed or withheld, and any assignee shall be required to make a statement in writing assuming all of the Party's obligations under this Agreement and shall give the other Party written Notice of the assignment within thirty days of the date of the assignment. Nothing in this provision shall be deemed to alter the Party's responsibility or obligations to obtain any and all Regulatory Approvals that may be required in conjunction with a transfer of all or part of any legal interest in the Project.

29. BED Setoff Rights

In addition to its other rights of setoff under this Agreement or otherwise arising in law or equity, BED may set off any amounts owed to it by Producer against any monies owed by BED to Producer.

20. Further Assurances

Each Party, from time to time on written request of the other Party, shall perform further acts, including execution of documents, as may be reasonably required in order to fully perform and to more effectively implement and carry out the terms of this Agreement, provided that such acts shall not be inconsistent with this Agreement or any law or Regulatory Approvals pertaining to the Project. Producer agrees to operate and maintain the Project in conformance with generally acceptable industry standards

31. Definitions

The following terms shall have the respective meanings set forth below for purposes of this Agreement:

- a. "Commercially Reasonable Efforts" means efforts that are designed to enable a Party, directly or indirectly, to satisfy a condition to, or otherwise assist in the consummation of, a transaction, activity or undertaking contemplated by this Agreement and that do not require the performing Party to expend any funds or

assume liabilities other than expenditures and liabilities that are reasonable in nature and amount in the context of the transaction contemplated by this Agreement.

- b. "Commissioning" means the date on which the Project has received all approvals, including approval of the final interconnection, and begins Delivering Electricity to the Distribution System of BED.
- c. "Interconnection Agreement" means the agreement or agreements entered into between BED and Producer with respect to the connection of the Project to the Distribution System.
- d. "Interconnection Costs" means all costs which are payable by Producer with respect to the interconnection of the Project to the Distribution System.
- e. "Interconnection Point" means that certain location specified in the Interconnection Agreement where the Parties have agreed Producer will Deliver Electricity from the Project to the Distribution System.
- f. "Interconnecting Utility" means BED.
- g. "Deliver" or "Delivered" (in the context of Electricity) means transmission of Electricity to the Interconnection Point
- h. "Distribution System" means the system which is owned and operated by BED, and includes any structures, equipment or other things used for the purpose of transmitting, distributing, or providing Electricity to end-use customers.
- i. "Electricity" means electric energy, measured at the Interconnection Point, in kWh.
- j. "Force Majeure" means any act, event, cause or condition that (i) prevents a Party from performing its obligations, (ii) would not have been reasonably anticipated as of the date this Agreement was entered into; and (iii) is beyond the affected Party's reasonable control, except that no act, event, cause or condition shall be considered to be an event of Force Majeure:
 - (1) if and to the extent the Party seeking to invoke Force Majeure has caused or contributed to the applicable act, event, cause or condition by its act, fault or negligence or has failed to use Commercially Reasonable Efforts to prevent or remedy such act, event, cause, or condition and, so far as possible and within a reasonable time period, remove it (except in the case of strikes, lockouts and other labor disturbances, the settlement of which shall be wholly within the discretion of the party involved);

- (2) if the act, event, cause or condition involves a **failure** or delay on the part of the Interconnecting Utility or its agents to **complete** network or system upgrades or otherwise perform responsibilities **under** an Interconnection Agreement, and such failure or delay is not attributable to a change in specifications of the Interconnection Point or the **Project** by the Producer or other act by Producer not allowed under **this** Agreement or the Interconnection Agreement;
 - (3) if the act, event, cause or condition is the result of a violation of law or the terms of any regulatory approval by the Party seeking to invoke Force Majeure;
 - (4) if the act, event, cause or condition was caused by a lack of funds or other financial cause; or
 - (5) to the extent that the duration of such act, event, cause or condition prevents a Party from performing its obligations for a period exceeding twelve consecutive months.
- k. "Good Engineering and Operating Practices" means any of the practices, methods and activities adopted by a significant portion of the North America electric utility industry as good practices applicable to the design, building, and operation of generating facilities of similar type, size and capacity or any of the practices, methods or activities that, in the exercise of skill, diligence, prudence, foresight and reasonable judgment by a prudent generator of Electricity in light of the facts known at the time the decision was made, reasonably could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, expedition and laws and regulations.
- l. "ISO-NE" means the Independent System Operator-New England, or its successor.
- m. "ISO-NE Administered Markets" has the meaning given to it by the ISO-NE Market Rules.
- n. "Meter" means a meter owned by or under the control of the Interconnecting utility that measures and records the quantity of Electricity which passes through it.
- o. "Other Products Related to Electric Generation" includes; (i) renewable energy credits ("**RECS**") resulting directly or indirectly from the generation of Electricity by the Project; (ii) capacity, reliability or other attributes associated with the generation of Electricity from the Project; and (iii) reduced transmission costs, loss savings or other benefits resulting from the Project. Other Products Related to Electric Generation specifically excludes any federal or state tax credits or grants, including but not limited to production tax credits, investment tax credits,

or section 1603 grants, or similar tax credits or grant generally available to parties such as Producer.

- p. "Secured Lender" means the lender(s) or secured party(ies) under a Security Agreement.
- q. "Security Agreement" means an agreement or instrument, including a mortgage or deed or trust or similar instrument securing bonds or debentures, or other evidences of indebtedness, containing a charge, mortgage, pledge, security interest, assignment, sublease, deed of trust or similar instrument with respect to all or any part of the Producer's Interest granted by the Producer that is security for any indebtedness, liability or obligation of the Producer, together with any amendment, change, supplement, restatement, extension, renewal or modification thereof.
- r. "Station Service" means the Electricity used at the Project for excitation, on-site maintenance and operation of auxiliary and other facilities that are essential to operation of the Project.
- s. "Regulatory Approval" means the receipt of any federal, state or local permit, license or other assent of any governmental body, where such assent is required for Producer to construct or operate the Project or for BED to purchase the Electricity, Other Products Related to Electric Generation, or otherwise enter into and perform under this Agreement.
- t. "Site Control" means proof of dominion over real property to the extent necessary to construct the Project in accordance with the description set forth on attachment A. Site control may be established by (1) fee simple title to the property; (2) a valid written leasehold interest in the property for at least the duration of the contract Term, (3) a valid written option, unconditionally exercisable by Producer, to purchase or lease such real property, or (4) a duly executed contract for the purchase or lease of such property.

32. Miscellaneous

- a. Headings. The inclusion of headings in this Agreement is for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- b. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement.
- c. Waiver, Amendment. Except as expressly provided in this Agreement, no amendment or waiver of any provision of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. No waiver or any provision of this Agreement shall constitute a waiver of any other provision nor shall it

constitute a continuing waiver or operate as a waiver of, or estoppel with respect to, any subsequent failure to comply, unless otherwise expressly provided.

- d. Enforcement; Severability; Sovereign Immunity. This Agreement shall be controlled by and construed under the laws of the State of Vermont. If any provision hereof shall be found to be illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain binding upon the Parties and the remaining terms and conditions of the Agreement shall be enforceable to the maximum extent possible. BED waives any right to claim sovereign immunity in connection with its obligations hereunder.

(Execution pages follow)

IN WITNESS WHEREOF, Producer and BED have executed this instrument on the respective dates set forth below.

PRODUCER

South Forty Solar, LLC

By: _____
Duly authorized agent

Dated: _____

BED

City of Burlington, Vermont, Electric Department

By: _____
Barbara L. Grimes, General Manager

Dated: _____

BED-SFS

Attachment A

Project Description

The proposed South Forty Solar Farm is a 2,500 kW (+/-) (AC) solar electric generation facility located on Sunset Cliff Road, in Burlington, Vermont. The facility will be sited on approximately 20 acres of the 40 +/- acre property controlled by Keystone Development Corporation. The facility will consist of approximately 12,000 (+/-) photovoltaic modules with a combined DC rated output of 2,500 kW at Standard Test Conditions (STC). Modules will be ground mounted facing true south on a steel support structure. The facility will utilize five 500 kW inverters for a combined maximum AC output of 2,500 kW (+/-). A medium voltage transformer will step up inverter output (480V) to distribution voltage for interconnection to BED's distribution circuit (upgraded to 3 phase power) located on Starr Farm Rd.

A preliminary site plan, dated July 26, 2013, is included as part of Attachment A. The Parties acknowledge and agree that the site plan is subject to change in configuration based upon design engineering and review by permitting authorities and component suppliers, but no such changes shall materially alter the terms and conditions set forth in this Agreement or the benefits to be conferred to BED hereunder.

Preliminary site plan follows after this page.

Not for Construction

L.W. SEDDON, LLC
13 Bailey Ave.
Montpelier, VT 05602 USA
Tel: 802-272-7284

Client:
South Forty Solar, LLC
300 Swift St.
S. Burlington, VT 05403

Project:
South Forty Solar Farm
Sunset Cliff Rd.
Burlington, VT 05401

AC Capacity: 2.5 MW AC
Array Size : 3.28 MW DC
Annual Output = 3,870 MWH
Module: 300 Watt
Mounting: driven pile
Module tilt: 30 degrees
Azimuth: 180 degrees (True)

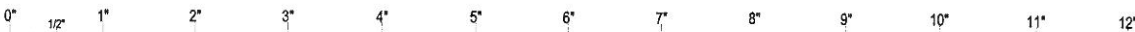
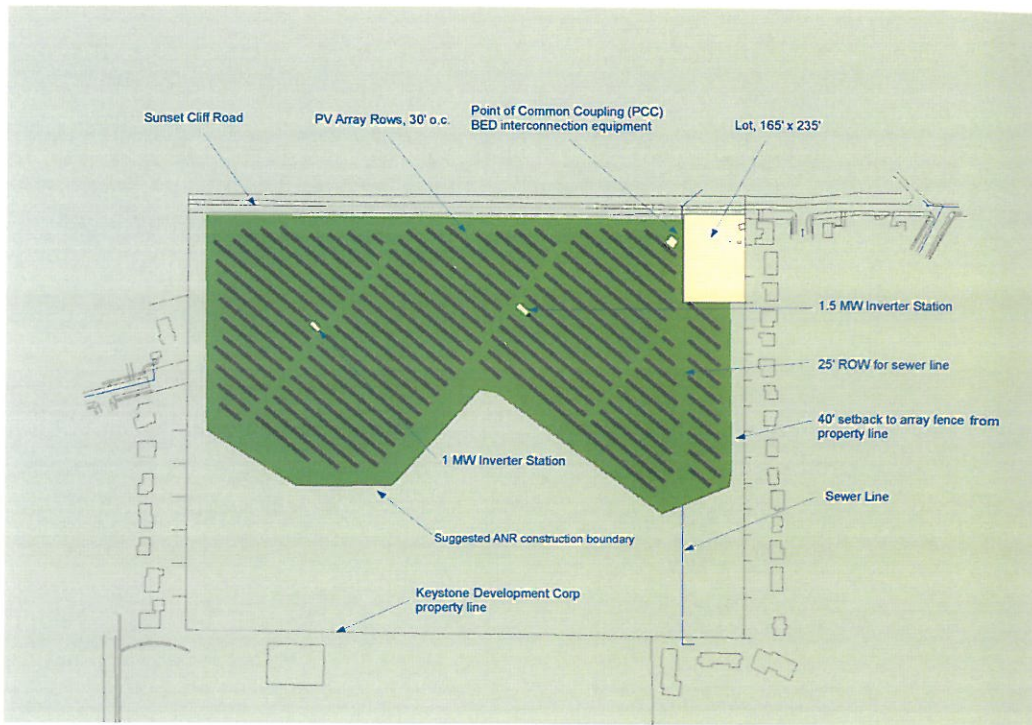
Vers	By	Date	Changes
1	LWS	12-Nov-2012	
2	LWS	2-Feb-2013	wellend delineation
3	LWS	15-Apr-2013	array size
4	LWS	26-Jul-2013	array area & size
5	LWS	4-Sep-2013	NE Corner Lot

This document is the property of L.W. Seddon, LLC. It is intended for the sole use of the Customer and Project indicated in the title block. It is privileged and confidential information that may not be used, reproduced, disseminated or transferred in any manner, without written permission of L.W. Seddon, LLC

Drawing:
PV-A01

Description:
Site Plan

Scale:
1" = 250'
(Printed 11x17)



BED-SFS

Attachment B

Milestones

Producer Milestones

- a. Within six months of the date of this Agreement, Producer shall file with BED a complete application for interconnection under Board Rule 5.500.
- b. Obtain all Regulatory Approvals required to construct and operate the Project not later than February 28, 2014.
- c. The Project shall achieve Commissioning not later than December 31, 2015.

BED Milestones

- a. Obtain all required Regulatory Approvals not later than February 28, 2014.

Attachment C

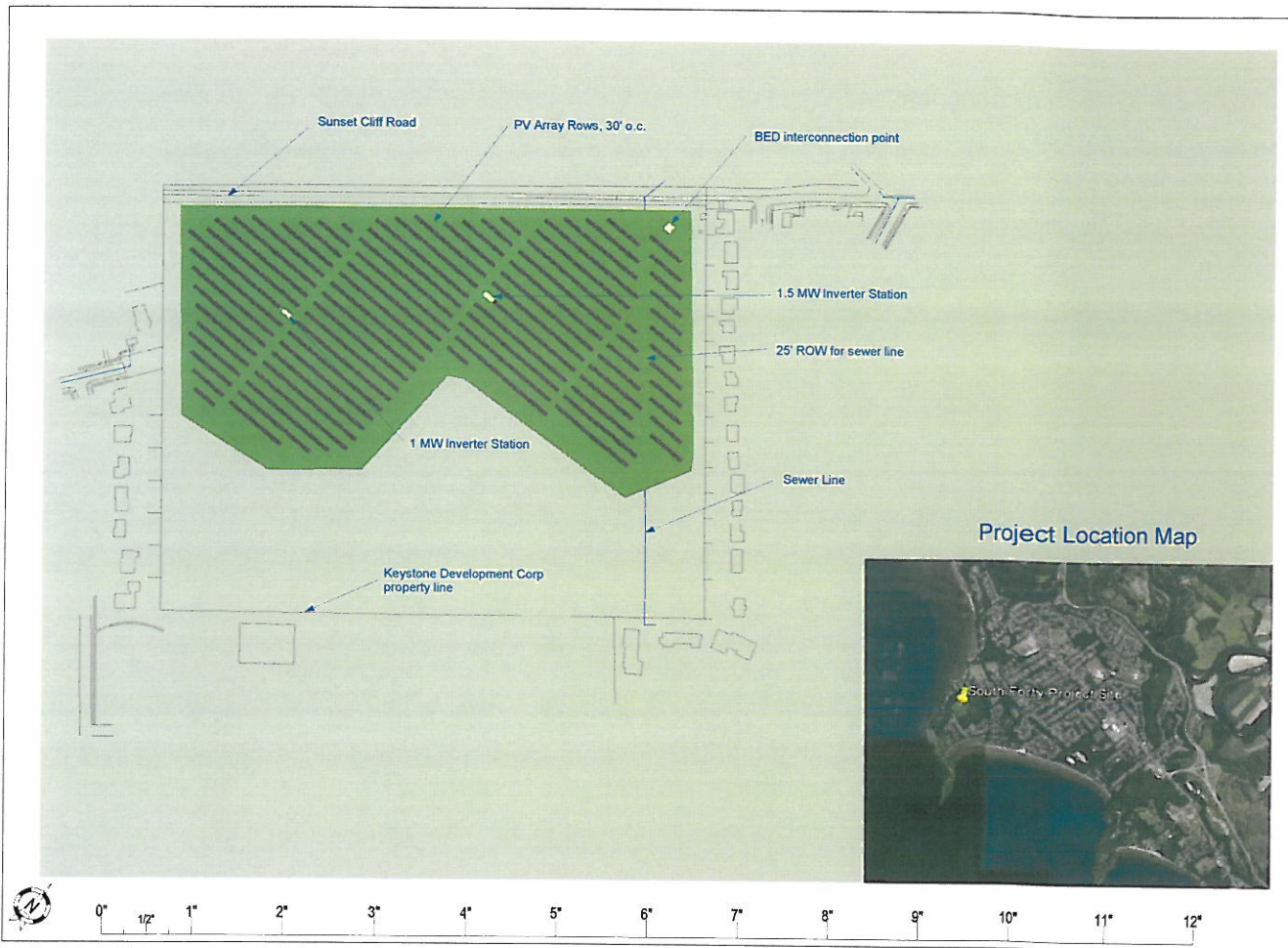
Rate Schedule and Term

Rate Schedule:	\$0.195 (nineteen and one half cents) per kWh of Electricity Produced
Term:	25 years (from date of Project Commissioning)

Attachment D

Interconnection Agreement

(The Interconnection Agreement with the Interconnecting Utility **shall** be filed within five business days of its execution.)



Project Location Map



L.W. SEDDON, LLC
13 Bailey Ave.
Montpelier, VT 05602 USA
Tel: 802-272-7284

Client:
South Forty Solar, LLC
300 Swift St.
S. Burlington, VT 05403

Project:
South Forty Solar Farm
Sunset Cliff Rd.
Burlington, VT 05401

AC Capacity: 2.5 MW AC
Array Size : 3.28 MW DC
Annual Output = 3,870 MWH
Module: 300 Watt
Mounting: driven pile
Module tilt: 30 degrees
Azimuth: 180 degrees (True)

Vers	By	Date	Changes
1	LWS	12-Nov-2012	
2	LWS	2-Feb-2013	well and delineation
3	LWS	15-Apr-2013	array size
4	LWS	26-Jul-2013	Array area & size
5	LWS	8-Oct-2013	Location Map

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Drawing:
PV-A01

Description:
Site Plan

Scale:
1" = 250'
(Printed 11x17)

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 ACQUISITION OF 150 SHELBURNE STREET IN THE EVENT
7 A BID NOT EQUAL TO THE DELINQUENT TAX AND COSTS
8 IS MADE AT TAX SALE
9

10
11
12
13 **CITY OF BURLINGTON**

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

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

16
17 That WHEREAS, the owner of the property at 150 Shelburne Street, Bilmar Team Cleaners, a Vermont
18 partnership with Margaret Murray as its sole remaining partner, is severely delinquent in the payment of
19 her property taxes, owing approximately \$128,168.44 in delinquent taxes, penalties and interest for the tax
20 years 1995 through 2013 as of October 13, 2013; and

21 WHEREAS, the house on this property has been rented out as a residential rental property since
22 1997, with the owner currently receiving \$1700/month in rent, and has been continuously lived in since
23 1987; and

24 WHEREAS, despite the fact that this property is on the Vermont Hazardous Sites Management
25 List due to the presence of petroleum contamination and has been since 1994, neither city nor state
26 regulators have found any condition related to the contamination that has caused them to place any
27 restriction on the continued habitation or rental of the house; and

28 WHEREAS, despite being told in May, 2010, by state regulators that further testing is needed to
29 determine the full extent and limits of the contamination before the property can be given a site
30 completion status, the owner has steadfastly refused to do such testing; and

31 WHEREAS, despite also having been told since 1994 by state regulators that the property is
32 eligible for participation in the Vermont Petroleum Cleanup Fund (VPCF), a fund which assists owners in
33 assessing and remediating petroleum contamination on properties and limits their liability for addressing
34 this problem, the owner has refused and continues to refuse to enroll in the VPCF; and

35 WHEREAS, the City has for several years unsuccessfully tried to assist the owner in dealing with
36 the property's petroleum contamination issues and resolving her significant tax delinquency, all such
37 assurances being rebuffed; and

38 WHEREAS, on September 17, 2013, the Vermont Superior Court set the fair market value for the
39 property at \$215,000, agreeing with the value set by the City's Assessor, an independent appraiser and the
40 City Board of Tax Appeals, and rejecting the owner's claim that the property is worthless; and
41

Resolution Relating to

ACQUISITION OF 150 SHELBURNE STREET IN THE
EVENT A BID NOT EQUAL TO THE DELINQUENT
TAX AND COSTS IS MADE AT TAX SALE

WHEREAS, on September 13, 2013, the Vermont Supreme Court rejected the owner's complaint against the 2010 decision of the City's Board of Abatement and upheld the board's decision only abating the oldest two years of the delinquency, thereby clearing the way for the resolution of this tax delinquency; and

WHEREAS, the City, through its Community and Economic Development Office, has the capability and capacity to manage the investigation and remediation of the petroleum contamination on the property and assist in the property's development to its highest and best use; and

WHEREAS, this property had the required tax warrants extended on it and the required tax collector's notices issued because the owner continued to refuse to pay property taxes on the property; and

WHEREAS, the owner has continued to refuse to pay off her tax delinquency despite receiving such notices and is adamant that the City is paid no taxes on the property; and

WHEREAS, as a consequence of the failure to pay her taxes, the City has begun taking the steps required by law to initiate a tax sale of the property, a sale which is scheduled for November 13, 2013; and

WHEREAS, although when the City last held a tax sale in February 2011 there were no bidders, the City is currently taking additional steps to encourage the presence of bidders to bid on the property at the November 13th tax sale at a price equal to or greater than the tax and costs owed to the City; and

WHEREAS, state law 32 V.S.A. § 5259 authorizes municipalities to acquire a tax delinquent property in a tax sale "if a bid not equal to the tax and costs is made at such sale"; and

WHEREAS, if a property that a municipality buys at tax sale has petroleum contamination upon it, the municipality has the right by law "prior to the expiration of the redemption period, to enter on to the land for the purpose of assessing and remediation on the land"; and

WHEREAS, state law 32 V.S.A. § 5260 authorizes a municipality that has purchased contaminated land at tax sale to include in the cost to redeem the property all costs expended for the assessment and remediation of the contamination, including the expenses incurred or authorized by any local, state or federal government authority; and

WHEREAS, there is good and prudent reason to authorize the City to be the buyer of last resort at the tax sale if a bid not equal to the tax and costs is made at the November 13 tax sale based on the combination of factors including (1) the rights and protections afforded by law to the City in this circumstance, (2) the City's experience and ability to remediate contaminated properties and work with

Resolution Relating to

ACQUISITION OF 150 SHELBURNE STREET IN THE
EVENT A BID NOT EQUAL TO THE DELINQUENT
TAX AND COSTS IS MADE AT TAX SALE

housing developers to redevelop them as tax paying properties, (3) the very large tax delinquency, (4) the fair market value of the property which is still above the amount owed to the City, (5) the continued rental of the property at a market rent, (6) the owner's total and absolute refusal to pay this significant tax delinquency, and (7) the owners refusal to take the necessary steps to assess and remediate the contamination; and

WHEREAS, in the event that the City is the purchaser at tax sale, the City can offer a cleaned up property for sale to a private buyer to recoup the costs it will have expended or to use the property for another public purpose if that is preferred;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the Chief Administrative Officer to acquire 150 Shelburne St. in tax sale if there is not a bid equal to the tax and costs made at the sale.

CITY OF BURLINGTON

ORDINANCE _____
Sponsor: Councilors Mason, _____
Bushor, Paul: Ordinance Com. _____
Public Hearing Dates _____
First reading: _____
Referred to: _____
Rules suspended and placed in all
stages of passage: _____
Second reading: _____
Action: _____
Date: _____
Signed by Mayor: _____
Published: _____
Effective: _____

In the Year Two Thousand _____ Thirteen _____

An Ordinance in Relation to

OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

It is hereby Ordained by the City Council of the City of Burlington, as follows:

That Chapter 21, Offenses and Miscellaneous Provisions, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sections 21-80 through 21-87 thereof and adding new Sections 21-88 and 21-89 thereto to read as follows:

Sec. 21-80. - Findings and purpose.

In enacting this article, the city council states the following findings and purposes:

- (a) Income from full-time work should be sufficient to meet an individual's basic needs;
- (b) The City of Burlington is committed to ensuring that its ~~year-round~~ employees (~~full and part time~~) have an opportunity for a decent quality of life and are compensated, and such that they are not dependent on public assistance, to meet their basic needs;
- (c) The ~~city~~ City of Burlington is committed, through its contracts with vendors and provision of financial assistance, to encourage the private sector to pay its employees a livable wage and contribute to employee health care benefits;
- (d) The creation of jobs that pay livable wages promotes the prosperity and general welfare of the ~~city~~ City of Burlington and its residents, increases consumer spending with local businesses, improves the economic welfare and security of affected employees and reduces expenditures for public assistance;
- (e) It is the intention of the city council in passing this article to provide a minimum level of compensation for ~~city~~ employees of the City of Burlington and employees of entities that enter into service contracts or receive financial assistance from the City of Burlington.

Sec. 21-81. - Definitions.

As used in this article, the following terms shall be defined as follows:

- a) Contractor or vendor is a person or entity that has a service contract with the City of Burlington ~~primarily for the furnishing of services (as opposed to the purchasing of goods)~~ where Burlington where the total amount of the service contract or service contracts exceeds fifteen thousand dollars (\$15,000.00) for any twelve-month period, including any subcontractors of such contractor or vendor. ~~A person or entity that has a contract with the City of Burlington for the use of property under the jurisdiction of the board of airport commissioners, or any person or entity that has a sublease or other agreement to perform services on such property, shall also be considered a contractor under this article.~~
- b) Grantee is a person or entity that is the recipient of financial assistance from the City of Burlington in the form of grants ~~administered by the city~~, including any contractors or ~~subcontractor~~ grantees of the grantee, that exceeds fifteen thousand dollars (\$15,000.00) for any twelve-month period.
- c) Covered employer means the City of Burlington ~~(except that the Burlington School Department shall not be considered a covered employer)~~, a contractor or vendor or a grantee as defined above. The primary contractor, vendor, or grantee shall be responsible for the compliance of each of its subcontractors (or of each subgrantee) that is a covered employer.
- d) Covered employee means an "employee" as defined below, who is employed by a "covered employer," subject to the following:
 - (1) An employee who is employed by a contractor or vendor is a "covered employee" during the period of time he or she expends on furnishing services under a service contract with the City of Burlington ~~funded by the city~~, notwithstanding that the employee may be a temporary or seasonal employee;
 - (2) An employee who is employed by a grantee who expends at least half of his or her time on activities funded by the ~~city~~ City of Burlington is a "covered employee."
- e) Designated accountability monitor shall mean a nonprofit corporation which has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and that is independent of the parties it is monitoring.

OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

(ef) Employee means a person who is employed on a full-time or part-time regular basis ~~(i.e., nonseasonal)~~. In addition, commencing with the next fiscal year, a seasonal or temporary employee of the City of Burlington who works ten (10) or more hours per week and has been employed by the City of Burlington for a period of four years shall be considered a covered employee commencing in the fifth year of employment. "Employee" shall not refer to volunteers working without pay or for a nominal stipend, persons working in an approved apprenticeship program, persons who are hired for a prescribed period of six months or less to fulfill the requirements to obtain a professional license, persons who are hired through youth employment programs or student workers or interns participating in established educational internship programs.

(fg) Employer--assisted health care means health care benefits provided by employers for employees (or employees and their dependents) at the employer's cost or at an employer contribution towards the purchase of such health care benefits, provided that the employer cost or contribution consists of at least one dollar and twenty cents (\$1.20) per hour. (Said amount shall be adjusted every two (2) years for inflation, by the chief administrative officer of the city.)

(gh) Livable wage has the meaning set forth in section 21-82.

(i) Retaliation shall mean the denial of any right guaranteed under this article, and any threat, discipline, discharge, demotion, suspension, reduction of hours, or any other adverse action against an employee for exercising any right guaranteed under this article. Retaliation shall also include coercion, intimidation, threat, harassment, or interference in any manner with any investigation, proceeding, or hearing under this article.

(j) Service contract means a contract primarily for the furnishing of services to the City of Burlington (as opposed to the purchasing or leasing of goods or property) A contract involving the furnishing of financial products, insurance products, ~~and~~ or software, even if that contract also includes some support or other services related to the provision of the products, shall not be considered a service contract.

Sec. 21-82. - Livable wages required.

(a) Every covered employer shall pay each and every covered employee at least a livable wage ("Livable Wage") ~~as established under this article no less than:~~

OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

(1) For a covered employer that provides employer assisted health care, the livable wage shall be at least ~~nine dollars and ninety cents~~thirteen dollars and ninety four cents (\$~~13,949.90~~) per hour on the effective date of the amendments to this article [~~Dec. 19, 2001~~].

(2) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least ~~eleven dollars and sixty eight cents~~fifteen dollars and eighty three cents (\$~~15.83~~11.68) per hour on the effective date of the amendments to this article [~~Dec. 19, 2001~~].

(3) ~~Tipped covered employees and other ee~~Covered employees whose wage compensation consists of more or other than hourly wages, including, but not limited to, tips, commissions, flat fees or bonuses, shall be paid so that the total of all wage an hourly wage ~~which, when combined with the other compensation,~~ will at least equal the ~~Livable w~~Wage as established under this article.

(b) The amount of the ~~Livable w~~Wage established in this section shall be adjusted by the chief administrative officer of the city, as of July ~~1st~~first of each year based upon a report of the Joint Fiscal Office of the State of Vermont that describes the basic needs budget for a single person but utilizes a model of two (2) adults residing in a two-bedroom living unit in an urban area with the moderate cost food plan. Should there be no such report from the joint fiscal office, the chief administrative officer shall obtain and utilize a basic needs budget that applies a similar methodology. ~~The livable wage rates derived from utilizing a model of two (2) adults residing in a two bedroom living unit in an urban area with a moderate cost food plan shall not become effective until rates meet or exceed the 2010 posted livable wage rates.~~ Prior to the first day of May preceding any such adjustment and prior to the first day of May of each calendar year thereafter, the chief administrative officer will provide public notice of this adjustment by ~~publishing a notice in a newspaper of general circulation, by posting a written notice in a prominent place in City Hall, by sending written notice to the city council and, in the case of covered employers that have requested individual notice and provided contact information an address of record to the chief administrative officer, by notice written letter to each such covered employer.~~ However, once a Livable Wage is applied to an individual employee, no reduction in that employee's pay rate is permissible due to this annual adjustment.

OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

(c) Covered employers shall provide at least twelve (12) compensated days off per year for full-time covered employees, and a proportionate amount for part-time covered employees, for sick leave, vacation, ~~or~~ personal, or combined time off leave.

Sec. 21-83. - Applicability.

(a) This article shall apply to any service contract or grant, as provided by this article that is awarded or entered into after the effective date of the article ~~[Dec. 19, 2001]~~. After the effective date of the article, entering into any agreement or an extension, renewal or amendment of any contract or grant as defined herein shall be subject to compliance with this article.

(b) The requirements of this article shall apply during the term of any service contract subject to the article. Covered employers who receive grants shall comply with this article during the period of time the city's funds awarded by the City of Burlington are being expended by the covered employer.

Sec. 21-84. - Enforcement.

(a) ~~The City of Burlington shall require, as a condition of any~~ Each service contract or grant covered by this ~~article section, shall contain provisions requiring~~ that the ~~affected~~ covered employer or grantee submit a written certification, under oath, during each year during the term of the service contract or grant, that the covered employer or grantee (including all of its subcontractors and subgrantees, if any) is in compliance with this article. The failure of a contract to contain such provisions does not excuse a covered employer from its obligations under this ordinance. ~~confirming payment of a livable wage as a condition of entering into said contract or grant.~~ The ~~affected~~ covered employer shall agree to post a notice regarding the applicability of this section in any workplace or other location where employees or other persons contracted for employment are working. The ~~affected~~ covered employer shall agree to provide payroll records or other documentation for itself and any subcontractors or subgrantees, as deemed necessary by the chief administrative officer of the City of Burlington within ten (10) business days from receipt of the City of Burlington ~~city's~~ request.

OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

(b) The chief administrative officer of the City of Burlington may require that a covered employer submit proof of compliance with this article at any time, including but not limited to

(1) verification of an individual employee's compensation.

(2) production of payroll, health insurance enrollment records, or other relevant documentation, or

(3) evidence of proper posting of notice.

If a covered employer is not able to provide that information within ten (10) business days of the request, the chief administrative officer may turn the matter over to the city attorney's office for further enforcement proceedings.

(c) The City of Burlington shall appoint a designated accountability monitor that shall have the authority:

(i) To inform and educate employees of all applicable provisions of this article and other applicable laws, codes, and regulations;

(ii) To create a telephonic and electronic accountability system under this article that shall be available at all times to receive complaints under this article;

(iii) To establish and implement a system for processing employees' complaints under this article, including a system for investigating complaints and determining their legitimacy; and

(iv) To refer credible complaints to the City Attorney's office for potential enforcement action under this article.

The designated accountability monitor shall forward to the City of Burlington all credible complaints of violations within ten (10) days of their receipt.

(ed) Any covered employee who believes his or her covered employer is not complying with this article may file a complaint in writing with the City Attorney's office within one (1) year after the alleged violation. The City Attorney's office shall conduct an investigation of the complaint, during which it may require from the covered employer evidence such as may be required to determine whether the covered employer has been compliant, and shall make a finding of compliance or noncompliance within a reasonable time after receiving the complaint. Prior to ordering any penalty provided in subsections (e), (f), or (g) below, the City Attorney's office shall give notice to the covered employer. The covered employer may request a hearing within thirty (30) days of receipt of such notice. The hearing shall be conducted by a hearing

OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

officer appointed by the City Attorney's office, who shall affirm or reverse the finding or the penalty based upon evidence presented by the City Attorney's office and the covered employer.

(eeb) The City of Burlington shall have the right to modify, terminate and/or seek specific performance of any contract or grant with an affected covered employer from any court of competent jurisdiction, if the affected covered employer has not complied with this article.

(fde) Any covered employer who violates this article may be barred from receiving a contract or grant from the city for a period up to two (2) years from the date of the finding of violation.

(edg) A violation of this article shall be a civil offense subject to a civil penalty of from two hundred dollars (\$200.00) to five hundred dollars (\$500.00). All law enforcement officers and any other duly authorized municipal officials are authorized to issue a municipal complaint for a violation of this article. Each day any covered employee is not compensated as required by this article shall constitute a separate violation.

(h) If a complaint is received that implicates any City of Burlington employee in a possible violation of this ordinance, that complaint will be handled through the City's personnel procedures, not through the process outlined in this ordinance.

(fi-) Any covered employee aggrieved by a violation of this article may bring a civil action in a court of competent jurisdiction against the covered employer within two (2) years after discovery of the alleged violation. The court may award any covered employee who files suit pursuant to this section, as to the relevant period of time, the following:

(i) The difference between the livable wage required under this article and the amount actually paid to the covered employee;

(ii) Equitable payment for any compensated days off that were unlawfully denied or were not properly compensated;

(iii) Liquidated damages in an amount equal to the amount of back wages and/or compensated days off unlawfully withheld or of \$50 for each employee or person whose rights under this article were violated for each day that the violation occurred or continued, whichever is greater;

(iv) Reinstatement in employment and/or injunctive relief; and

(v) Reasonable attorneys' fees and costs.

(gj) It shall be unlawful for an employer or any other person to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this article. No person

shall engage in retaliation against an employee or threaten to do so because such employee has exercised rights or is planning to exercise rights protected under this article or has cooperated in any investigation conducted pursuant to this article.

Sec. 21-85. - Other provisions.

(a) No ~~affected~~ covered employer shall reduce the compensation, wages, fringe benefits or leave available to any covered employee in order to pay the livable wage required by this article. Any action in violation of this paragraph shall be deemed a violation of this article subject to the remedies of section 21-84.

(b) No covered employer with a current contract, as of the effective date of this provision, with the City of Burlington for the use of property located at the Burlington International Airport may reduce, during the term of that contract, the wages of a covered employee below the Livable Wage as a result of amendments to this ordinance.

~~(b)~~ Where pursuant to a contract for services with the city, the contractor or subcontractor incurs a contractual obligation to pay its employees certain wage rates, in no case except as stated in subsection 21-85(~~ed~~), shall the wage rates paid pursuant to that contract be less than the minimum livable wage paid pursuant to this article.

~~(ed)~~ Notwithstanding subsection 21-85(~~b~~), where employees are represented by a bargaining unit or labor union pursuant to rights conferred by state or federal law and a collective bargaining labor agreement is in effect governing the terms and conditions of employment of those employees, this chapter shall not apply to those employees, and the collective bargaining labor agreement shall control.

~~(de)~~ Covered employers shall inform employees making less than twelve dollars (\$12.00) per hour of their possible right to the Earned Income Tax Credit under federal and state law.

~~(ef)~~ The chief administrative officer of the city shall have the authority to promulgate rules as necessary to administer the provisions of this article, which shall become effective upon approval by the city council.

Sec. 21-86. - Exemptions.

An partial or complete exemption from the any requirement of this article may be requested for a period not to exceed two (2) years:

- (a) By a covered employer where payment of the livable wage authorized based upon a determination that compliance with the livable wage requirement would cause substantial economic hardship; and
- (b) By the City of Burlington -where application of this article to a particular contract or grant is found to violate specific state or federal statutory, regulatory or constitutional provision or provisions or where granting the exemption would be in the best interests of the City.

A covered employer or grantee granted an exemption under this Section 21-86 may reapply for an exemption upon the expiration of the exemption.

Requests for exemption may be granted by majority vote of the City Council. All requests for exemption shall be submitted to the chief administrative officer. The finance committee board of the city-City of Burlington shall first consider such request and make a recommendation to the City Council. The decision of the City Council shall be final. shall consider the request for exemption with prior notice provided to the city council. A unanimous decision by the finance board shall be final. A split decision by the finance board is reviewable by the city council not later than the next meeting of the city council which occurs after the date of the finance board decision.

Sec. 21-87. - Severability.

If any part or parts or application of any part of this article is held invalid, such holding shall not affect the validity of the remaining parts of this article.

Section 21-88. Annual Reporting.

On or before April 15th of each year, the City Attorney's office shall submit a report to the City Council that provides the following information:

An Ordinance in Relation to

- (a) a~~ll~~ list of all covered employers broken down by department;
- (b) a list of all covered employers whose service contract did not contain the language required by this article; and
- (c) all complaints filed and investigated by the City Attorney's office and the results of such investigation.

Sec. 21-89. Effective Date.

The amendments to this ordinance shall take effect on December 1, 2013, and shall not be retroactively applied.

* Material stricken out deleted.

** Material underlined added.

Resolution Relating to

RESOLUTION

Sponsor(s): Councilors Siegel,
Ayres, Blais

Introduced: _____

Referred to: _____

Action: _____

Date: _____

Signed by Mayor: _____

CHARTER CHANGES CONCERNING POLICE SEIZURE OF FIREARMS DURING DOMESTIC ABUSE INCIDENT

CITY OF BURLINGTON

In the year Two Thousand Thirteen.....

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

That WHEREAS, a 1997 study found that when there were one or more guns in the home, the risk of homicide at the hands of a spouse, intimate acquaintance, or close relative increased more than three times¹; and

WHEREAS, national data suggest that firearms are the most common weapon used in intimate partner homicides; and

WHEREAS, domestic abuse is a persistent problem in our society; and

WHEREAS, federal law prohibits people convicted of domestic violence from access to firearms; and

WHEREAS, the immediate removal of firearms in a domestic situation for a short period of time would assist in the prevention of homicide arising out of domestic abuse; and

WHEREAS, laws forbidding the carrying of firearms in certain places, particularly outside of the home where the need for defense of self, family, and property is most acute, are consistent with the U.S. Supreme Court's interpretation of the Second Amendment, as noted in the 2008 case of *District of Columbia v. Heller*²; and

WHEREAS, Vermont law, 24 V.S.A. §2295, currently limits the power of a city to directly regulate the possession of firearms, thus necessitating action by the state general assembly to amend the City of Burlington's charter to permit such regulation; and

WHEREAS, the City Council of Burlington has determined that the presence of firearms during a domestic abuse situation for a short term is a serious risk to public health and safety, particularly within the concentrated, urban population of the City of Burlington;

NOW, THEREFORE, BE IT RESOLVED that the City Council of Burlington hereby authorizes the Charter Change Committee, with the assistance of the City Attorney and Chief Administrative

¹ James E. Bailey, MD, MPH, et al., "Risk Factors for Violence Death of Women in the Home," *Archives of Internal Medicine* 157, no. 7 (1997): 777-782.

² *District of Columbia v. Heller*, 554 U.S. 570, 626 (2008).

Resolution Relating to

**CHARTER CHANGES CONCERNING POLICE SEIZURE
OF FIREARMS DURING DOMESTIC ABUSE INCIDENT**

Officer, to prepare a proposal to amend the municipal charter of the City of Burlington to add to the City Charter a section entitled “Article 99 § 511 Police Seizure During Incident,” consistent with the document attached hereto; and

BE IT FURTHER RESOLVED that the Charter Change Committee shall bring that final ballot language back to this Council no later than the second Council meeting in November, so that public hearings may be held in sufficient time for consideration by the legal voters of the City of Burlington at the Annual City Meeting in March, 2014.

Changes to City of Burlington Charter

Notwithstanding the provisions of 24 V.S.A. §2295 and 24 V.S.A. §2291(8), which to the extent they are inconsistent with the following provisions are superseded, the City of Burlington Charter is hereby amended to add the following to Article 99 General Weapons Requirements:

§ 511. Police Seizure During Incident.

(a) Whenever, within the City of Burlington, a police officer has probable cause to believe that a person has been the victim of domestic abuse, as defined in Chapter 21 of Title 15 of the Vermont Statutes Annotated, the officer may confiscate any firearm, ammunition, or deadly or dangerous weapon, as defined in 13 V.S.A. §4601, in the immediate control or possession of the person alleged to be the abuser.

(b) A person whose property has been seized may request its return, and the police shall return the property within five (5) days of receiving the request, except in the following circumstances:

(1) if the property is being held as evidence for a legal proceeding connected with the domestic violence complaint; or

(2) after a hearing, a court order is issued denying the request or prohibiting the owner from possessing such property.

(c) The penalty for any violation of this section shall be as follows:

(1) Criminal Offense. Any violation of this Article shall be considered a criminal offense, which shall be punishable by a fine of no more than \$1,000 and/or by imprisonment for not more than ninety (90) days.

(2) Civil Offense. Any violation of this Article shall also be considered a civil ordinance violation punishable by a fine of no less than \$200 and no more than \$500 and civil forfeiture of the weapon as provided below.

(3) Forfeiture. Upon probable cause that a person is in violation of this provision, a law enforcement officer may seize the weapon involved in the violation. The person from whom the weapon is seized, or the owner of the weapon (if different), may appeal the forfeiture of the weapon within thirty (30) days of the seizure to the Vermont Superior Court, Civil Division, pursuant to Chapter 102 of Title 12 of the Vermont Rules of Civil Procedure or Rule 74 of the Vermont Rules of Civil Procedure. In any appeal, the burden of proof shall rest upon the City to establish the violation by a preponderance of the evidence. If the City fails to establish the required burden of proof, the items shall be returned to the person from whom they were seized. If no appeal is taken within thirty days, or if the City prevails in the superior court proceedings, the items so seized shall become the property of the City of Burlington.

Resolution Relating to

RESOLUTION

Sponsor(s): Councilors Siegel,
Ayres, Blais

Introduced: _____

Referred to: _____

Action: _____

Date: _____

Signed by Mayor: _____

CHARTER CHANGES CONCERNING SAFE STORAGE OF FIREARMS

CITY OF BURLINGTON

In the year Two Thousand Thirteen.....

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

That WHEREAS, storing firearms locked and unloaded can help keep guns out of the hands of young people and persons prohibited from possessing firearms; and

WHEREAS, requiring firearms to be stored in a safe depository may help prevent accidents; and

WHEREAS, requiring firearms to be stored in a safe depository when outside of the person's immediate control is consistent with the U.S. Supreme Court's interpretation of the Second Amendment, which noted in the 2008 case of *District of Columbia v. Heller* that its analysis does not "suggest the invalidity of laws regulating the storage of firearms to prevent accidents"; and

WHEREAS, Vermont law, 24 V.S.A. §2295, currently limits the power of a city to directly regulate the possession of firearms or ammunition, thus necessitating action by the state general assembly to amend the City of Burlington's charter to permit such regulation; and

WHEREAS, to date, the Vermont General Assembly has failed to require the safe storage of firearms throughout the state; and

WHEREAS, the City Council of Burlington has determined that the failure to require safe storage is a serious risk to public health and safety, particularly within the concentrated, urban population of the City of Burlington;

NOW, THEREFORE, BE IT RESOLVED that the City Council of Burlington hereby authorizes the Charter Change Committee, with the assistance of the City Attorney and Chief Administrative Officer, to prepare a proposal to amend the municipal charter of the City of Burlington to add to the City Charter a section entitled "Article 99 General Weapons Requirements §512 Safe Storage," consistent with the document attached hereto; and

BE IT FURTHER RESOLVED that the Charter Change Committee shall bring that final ballot language back to this Council no later than the second Council meeting in November, so that public

¹ *District of Columbia v. Heller*, 554 U.S. 570, 632 (2008).

Resolution Relating to CHARTER CHANGES CONCERNING
SAFE STORAGE OF FIREARMS

hearings may be held in sufficient time for consideration by the legal voters of the City of Burlington
at the Annual City Meeting in March, 2014.

lb/EBlackwood/c: Resolutions 2013/Charter Changes Concerning Safe Storage of Firearms
10/17/13

Changes to City of Burlington Charter

Notwithstanding the provisions of 24 V.S.A. §2295 and 24 V.S.A. §2291(8), which to the extent they are inconsistent with the following provisions are superseded, the City of Burlington Charter is hereby amended to add the following to Article 99 General Weapons Requirements:

§ 512. Safe Storage.

(a) Within the City of Burlington, no person who possesses a firearm, as defined in 13 V.S.A. §4016(a)(3), shall store or otherwise leave the firearm outside of his or her immediate possession or control without having first securely locked the firearm in an appropriate safe storage depository or rendered it incapable of being fired by use of a gun locking device appropriate to that weapon.

(b) A “safe storage depository” shall mean a safe or other secure container which, when locked, is incapable of being opened without the key, combination, or other unlocking mechanism, so as to prevent an unauthorized person from obtaining access to the weapon.

(c) The penalty for any violation of this section shall be as follows:

(1) Criminal Offense. Any violation of this Article shall be considered a criminal offense, which shall be punishable by a fine of no more than \$2,500 and/or by imprisonment for not more than ninety (90) days.

(2) Civil Offense. Any violation of this Article shall also be considered a civil ordinance violation punishable by a fine of no less than \$200 and no more than \$1000 and civil forfeiture of the weapon as provided below.

(3) Forfeiture. Upon probable cause that a person is in violation of this provision, a law enforcement officer may seize the weapon involved in the violation. The person from whom the weapon is seized, or the owner of the weapon (if different), may appeal the forfeiture of the weapon within thirty (30) days of the seizure to the Vermont Superior Court, Civil Division, pursuant to Chapter 102 of Title 12 of the Vermont Rules of Civil Procedure or Rule 74 of the Vermont Rules of Civil Procedure. In any appeal, the burden of proof shall rest upon the City to establish the violation by a preponderance of the evidence. If the City fails to establish the required burden of proof, the items shall be returned to the person from whom they were seized. If no appeal is taken within thirty days, or if the City prevails in the superior court proceedings, the items so seized shall become the property of the City of Burlington.

(4) Determination of Penalty. In determining the appropriate penalty, the court shall take into account all relevant factors, including the presence of minors at the location and time of the offense.

1
2 **Resolution Relating to**
3
4

RESOLUTION
Sponsor(s): Councilors Siegel,
 Ayres, Blais

Introduced: _____
Referred to: _____

Action: _____
Date: _____
Signed by Mayor: _____

5
6 **CHARTER CHANGES CONCERNING BAN ON FIREARMS**
7 **IN ANY ESTABLISHMENT WITH A LIQUOR LICENSE**
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12
13 **CITY OF BURLINGTON**

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

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

16
17 That WHEREAS, under current federal and Vermont laws, there are no limits on the ability of a person to
18 carry a firearm into a bar or other establishment with a liquor license; and

19 WHEREAS, the mixing of alcohol and firearms often leads to volatile situations endangering public
20 safety; and

21 WHEREAS, laws forbidding the carrying of firearms in certain places, particularly outside of the home
22 where the need for defense of self, family, and property is most acute, are consistent with the U.S. Supreme
23 Court's interpretation of the Second Amendment, as noted in the 2008 case of *District of Columbia v. Heller*¹;
24 and

25 WHEREAS, Vermont law, 24 V.S.A. §2295, currently limits the power of a city to directly regulate
26 the possession of firearms, thus necessitating action by the state general assembly to amend the City of
27 Burlington's charter to permit such regulation; and

28 WHEREAS, to date, the Vermont General Assembly has failed to prohibit the possession of firearms
29 in bars at the state level; and

30 WHEREAS, the City Council of Burlington has determined that the presence of firearms in bars is a
31 serious risk to public health and safety, particularly within the concentrated, urban population of the City of
32 Burlington;

33 NOW, THEREFORE, BE IT RESOLVED that the City Council of Burlington hereby authorizes the
34 Charter Change Committee, with the assistance of the City Attorney and Chief Administrative Officer, to
35 prepare a proposal to amend the municipal charter of the City of Burlington to add to the City Charter a
36 section entitled "Article 99 General Weapons Requirements §510 Ban on Firearms in Any Establishment with
37 a First Class Liquor License," consistent with the document attached hereto; and

38 BE IT FURTHER RESOLVED that the Charter Change Committee shall bring that final ballot
39 language back to this Council no later than the second Council meeting in November, so that public hearings

¹ *District of Columbia v. Heller*, 554 U.S. 570, 626 (2008).

Resolution Relating to

CHARTER CHANGES CONCERNING BAN ON
FIREARMS IN ANY ESTABLISHMENT WITH A
LIQUOR LICENSE

may be held in sufficient time for consideration by the legal voters of the City of Burlington at the Annual
City Meeting in March, 2014.

lb/EBlackwood/c: Resolutions 2013/Charter Changes Concerning Ban on Firearms in any Establishment with a Liquor License
10/17/13

Changes to City of Burlington Charter

Notwithstanding the provisions of 24 V.S.A. §2295 and 24 V.S.A. §2291(8), which to the extent they are inconsistent with the following provisions are superseded, the City of Burlington Charter is hereby amended to add the following to Article 99 General Weapons Requirements:

§ 510. Ban on Firearms in Any Establishment with a First Class Liquor License.

(a) Ban. Within the City of Burlington, no person may carry or possess a firearm , as defined by Section 4016(a)(3) of Chapter 13 of the Vermont Statutes Annotated, in any building or on any real property or parking area under the ownership or control of an establishment licensed to serve alcohol on its premises.

(b) Exceptions. This provision shall not apply to

- (1) any federal, state, or local law enforcement officer acting within the scope of that officer's official duties, or
- (2) any member of the armed forces of the United States or the Vermont National Guard acting within the scope of that person's military duties;
- (3) any government officer, agent, or employee authorized to carry a weapon and acting within the scope of that officer's duties;
- (4) the owner or operator of such establishment, as long as that person is not prohibited from possessing or carrying that weapon under any other federal, state, or local law.

(c) The penalty for any violation of this section shall be as follows:

(1) Criminal Offense. Any violation of this Article shall be considered a criminal offense, which shall be punishable by a fine of no more than \$1,000 and/or by imprisonment for not more than ninety (90) days.

(2) Civil Offense. Any violation of this Article shall also be considered a civil ordinance violation punishable by a fine of no less than \$200 and no more than \$500 and civil forfeiture of the weapon as provided below.

(3) Forfeiture. Upon probable cause that a person is in violation of this provision, a law enforcement officer may seize the weapon involved in the violation. The person from whom the weapon is seized, or the owner of the weapon (if different), may appeal the forfeiture of the weapon within thirty (30) days of the seizure to the Vermont Superior Court, Civil Division, pursuant to Chapter 102 of Title 12 of the Vermont Rules of Civil Procedure or Rule 74 of the Vermont Rules of Civil Procedure. In any appeal, the burden of proof shall rest upon the City to establish the violation by a preponderance of the evidence. If the City fails to establish the required burden of proof, the items shall be returned to the person from whom they were seized.

If no appeal is taken within thirty days, or if the City prevails in the superior court proceedings, the items so seized shall become the property of the City of Burlington.

Resolution Relating to

RESOLUTION

Sponsor(s): Councilors Siegel,
Blais

Introduced: _____

Referred to: _____

Action: _____

Date: _____

Signed by Mayor: _____

CHARTER CHANGES CONCERNING CONCEALED FIREARM PERMITS

CITY OF BURLINGTON

In the year Two Thousand Thirteen.....

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

That WHEREAS, under current federal and Vermont laws, there are no limits on who may carry a concealed weapon; and

WHEREAS, the ability to carry a concealed weapon may aid a person otherwise prohibited from possessing a weapon, or a person with felonious intent, in concealing his or her possession of a dangerous weapon; and

WHEREAS, requiring a permit will assist the police department in ensuring public safety; and

WHEREAS, laws regulating the carrying of concealed weapons are consistent with the U.S. Supreme Court's interpretation of the Second Amendment, which noted in the 2008 case of *District of Columbia v. Heller* that "the majority of the 19th-century courts to consider the question held that prohibitions on carrying concealed weapons were lawful under the Second Amendment"¹; and

WHEREAS, Vermont law, 24 V.S.A. §2295, currently limits the power of a city to directly regulate the possession of firearms, thus necessitating action by the state general assembly to amend the City of Burlington's charter to permit such regulation; and

WHEREAS, to date, the Vermont General Assembly has failed to require permits for the carrying of concealed weapons at the state level; and

WHEREAS, the City Council of Burlington has determined that the presence of unpermitted concealed weapons is a serious risk to public health and safety, particularly within the concentrated, urban population of the City of Burlington;

NOW, THEREFORE, BE IT RESOLVED that the City Council of Burlington hereby authorizes the Charter Change Committee, with the assistance of the City Attorney and Chief Administrative Officer, to prepare a proposal to amend the municipal charter of the City of Burlington to add to the City Charter a section entitled "Article 99 General Weapons Requirements §509 Concealed Firearm Permit," consistent with the document attached hereto; and

¹ *District of Columbia v. Heller*, 554 U.S. 570, 626 (2008).

Resolution Relating to CHARTER CHANGES CONCERNING
CONCEALED FIREARM PERMITS

BE IT FURTHER RESOLVED that the Charter Change Committee shall bring that final ballot language back to this Council no later than the second Council meeting in November, so that public hearings may be held in sufficient time for consideration by the legal voters of the City of Burlington at the Annual City Meeting in March, 2014.

Changes to City of Burlington Charter

Notwithstanding the provisions of 24 V.S.A. §2295 and 24 V.S.A. §2291(8), which to the extent they are inconsistent with the following provisions are superseded, the City of Burlington Charter is hereby amended to add the following:

ARTICLE 99. GENERAL WEAPONS REQUIREMENTS

§ 509. Concealed Firearm Permit.

- (a) Within the City of Burlington, any person carrying a concealed firearm, loaded or unloaded, in any public space, or in any privately owned space if doing so without the express permission of the owner of the space, must possess a concealed carry permit issued by the Burlington Police Department.
- (b) The Burlington Police Department shall establish reasonable procedures and fees for issuing a license on an annual basis.
- (c) The Burlington Police Department may refuse to issue a license to any person who:
 - (1) is under the age of 18;
 - (2) has been convicted in any jurisdiction of a misdemeanor involving the use of a weapon or the use or threat of physical force or violence within the 10 years preceding the application for a license;
 - (3) has been convicted in any jurisdiction of a felony;
 - (4) is subject to a pending arrest warrant, prosecution, or proceeding that could lead to a conviction outlined in (2) or (3) above, in any jurisdiction.
- (d) This provision shall not apply to
 - (1) any federal, state, or local law enforcement officer acting within the scope of that officer's official duties, or
 - (2) any member of the armed forces of the United States or the Vermont National Guard acting within the scope of that person's military duties;
 - (3) any government officer, agent, or employee authorized to carry a weapon and acting within the scope of that officer's duties.
- (e) The denial of a permit by the Burlington Police Department may be appealed to the Burlington Police Commission within ninety (90) days of the denial. The Commission will issue a written decision on the appeal.
- (f) Any person aggrieved by the decision of the Police Commission may appeal to the Vermont Superior Court Civil Division, Chittenden Unit, pursuant to Chapter 102 of Title 12 of the Vermont Statutes Annotated and Vermont Rule of Civil Procedure 74, within thirty (30) days

of the Commission's decision. This appeal shall be based solely on the information presented to the Commission at the time of its decision.

(g) If an individual with a concealed carry permit is stopped by a law enforcement officer for any reason while carrying the weapon, the individual must disclose the presence of the permitted firearm.

(h) The penalty for any violation of this section shall be as follows:

(1) Criminal Offense. Any violation of this Article shall be considered a criminal offense, which shall be punishable by a fine of no more than \$1,000 and/or by imprisonment for not more than ninety (90) days.

(2) Civil Offense. Any violation of this Article shall also be considered a civil ordinance violation punishable by a fine of no less than \$200 and no more than \$500 and civil forfeiture of the weapon as provided below.

(3) Forfeiture. Upon probable cause that a person is in violation of this provision, a law enforcement officer may seize the weapon involved in the violation. The person from whom the weapon is seized, or the owner of the weapon (if different), may appeal the forfeiture of the weapon within thirty (30) days of the seizure to the Vermont Superior Court, Civil Division, pursuant to Chapter 102 of Title 12 of the Vermont Rules of Civil Procedure or Rule 74 of the Vermont Rules of Civil Procedure. In any appeal, the burden of proof shall rest upon the City to establish the violation by a preponderance of the evidence. If the City fails to establish the required burden of proof, the items shall be returned to the person from whom they were seized. If no appeal is taken within thirty days, or if the City prevails in the superior court proceedings, the items so seized shall become the property of the City of Burlington.

	10/17/2013		
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
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
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
7/15/2013	Communication: UVM Housing Master Plan	referred to the Institution/Human Resources Committee	not-specified
7/15/2013	Communication: Richard Cate, UVM, re: COB and UVM MOU re: Zoning Amendments	referred to the Institution/Human Resources Committee	not-specified
8/12/2013	Ordinance: CDO Adaptive Reuse and Residential Bonuses ZA 13-11	referred to the Ordinance Committee	not-specified
8/12/2013	Communication: P & Z Director White, re: Proposed Zoning Amendment 13-11	referred to the Ordinance Committee	not-specified
8/12/2013	Ordinance: CDO Historic Building Materials ZA 13-12	referred to the Ordinance Committee	not-specified
8/12/2013	Communication: P & Z Director White, re: Proposed Zoning Amendment 13-12	referred to the Ordinance Committee	not-specified
8/12/2013	Resolution: Adoption of Council Priorities for 2013 - 2014 Council Year	report back from the "Priorities Committee"	9/23/2013

Meeting Date	Type of Document	Action Requested	Return to Council
9/23/2013	Resolution: Burlington Ward Redistricting Plan	report back from the Charter Change Committee	11/18/2013
9/23/2013	Resolution: Finalize A Strategic Plan for Diversity, Equity and Inclusion for the City of Burlington	final plan and adoption by the City Council	1/27/2014
9/23/2013	Ordinance: ZA 14-03 CDO--Conditional Uses in Mixed Use Districts	referred to the Ordinance Committee	not-specified
9/23/2013	Ordinance: ZA 14-04 CDO--Downtown Transition District Expansion	referred to the Ordinance Committee	not-specified
9/23/2013	Ordinance: Offenses & Miscellaneous Provisions - Article VI. Livable Wages	referred to the Ordinance Committee	not-specified

Resolution Relating to

RESOLUTION

Sponsor(s): _____

Introduced: Councilor Shannon

Referred to: _____

Action: _____

Date: _____

Signed by Mayor: _____

AUTHORIZATION TO ENTER INTO LICENSE AGREEMENT
RE: ROBERT CAMPBELL PHOTOGRAPHS

CITY OF BURLINGTON

In the year Two Thousand Thirteen.....

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

That WHEREAS, the City owns all rights to certain photographs and negatives created by Robert Campbell; and

WHEREAS, these photographs and negatives are required by law to be managed by the City for the use of the schools; and

WHEREAS, Jessica Ferber has sought and obtained funds to publish a book about Robert Campbell and wishes to utilize certain of the photographs in the book; and

WHEREAS, the School Board at its meeting on October 8, 2013, has agreed to license these photographs and negatives to Jessica Ferber to publish in a book in return for certain royalties, all as described in the attached License Agreement;

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the Mayor to execute the attached License Agreement, and any other documents as may be necessary to carry out the License, subject to prior review by the City Attorney.

LICENSE AGREEMENT

THIS AGREEMENT (the "Agreement") is effective as of October ____, 2013 (the "Effective Date") by and between the City of Burlington, a Vermont municipality with offices at Main Street, Burlington, VT 05401 ("Licensor"), and Soupy Photo, LLC, a Vermont limited liability company with offices at 2854 Southeast Clinton Street, Portland, Oregon 97202 ("Licensee").

WHEREAS, Licensor is the owner of all right, title and interest in and to the photographic images created by photographer Robert James Campbell (deceased) as embodied in certain physical photographic negatives now in the possession of the Licensor and/or Licensee as described on Exhibit A hereto (the "Images");

WHEREAS, Licensor is the owner of all right, title and interest in and to all copyrights related to the Images (the "Copyrights");

WHEREAS, Licensee desires to obtain from Licensor a license to use the Images and Copyrights (collectively, the "Licensed Property") under the terms and conditions of this Agreement; and

WHEREAS, Licensor wishes to enter into this Agreement with Licensee.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. **License Grant; Use; Copyright Notice; Derivative Works; Progress Reports.**

1.1 **License Grant.** Licensor grants to Licensee the exclusive right and license to use, during the term of this Agreement, the Licensed Property (including the right to create derivative works (any such derivative work shall remain the property of the Licensor)) based thereon, and the right to reproduce, display, publish, and distribute the Licensed Property or derivative works based thereon throughout world (the "Licensed Territory") and to use the Licensed Property in connection with the manufacture, importation, marketing, offer for sale, sale, distribution and other transfer of products and packaging and promotional materials related thereto (the "Merchandise").

1.2 **Use.** Licensee acknowledges and agrees that Licensor is a subdivision of a Vermont municipality and that the use of the Licensed Property must comport with the standards of such municipality. Accordingly, Licensee agrees to abide by reasonable standards of decency and morality promulgated by Licensor and designed to protect Licensor's image. Licensor shall have the right to terminate this Agreement in the event Licensee is notified in writing of a breach of such standards and Licensee fails to take all reasonable steps to cure or mitigate such breach.

1.3 **Copyright Notice.** Licensee agrees to include, on all products, packaging, derivative works, and promotional materials, notice of the Licensor's copyrights and any other right, title or interest as appropriate.

1.4 Derivative Works. Licensee agrees to provide Licensor with a copy or sample of all derivative works or Merchandise.

1.5 Progress Reports. Licensee agrees to provide Licensor with progress reports on the use of the Licensed Property, sale of Merchandise, and future plans for use of Licensed Property, such reports to be rendered no less often than quarter-annually.

2. Royalty Payments

2.1 Royalties. Licensee shall pay to Licensor, in the manner provided in Section 2.2 below, royalties ("Royalties") in an amount equal to five percent (5.0%) of the gross sales proceeds ("Sale Proceeds") received by Licensee from the: (a) reproduction, display, publishing, and/or distribution of the Licensed Property or derivative works, and (b) sale of Merchandise bearing or utilizing the Licensed Property. Licensor shall have the right to request, from time to time, an accounting of all gross revenues of the Licensee provided that such request shall be limited to three (3) in any calendar year.

2.2 Manner of Payment. Licensee shall pay the Royalties to Licensor within thirty (30) days after the end of each of calendar quarter from Sales Proceeds received by Licensee during such calendar quarter. All Royalties shall be paid in United States dollars.

2.3 Cost/Expenses. Licensee agrees that in no event will Licensor be responsible for any cost or expenses associated with the Licensee's use of the Licensed Property.

3. Goodwill. Licensee's use of the Licensed Property will inure to the benefit of Licensor. All rights in the Licensed Property other than those granted in this Agreement are reserved by Licensor for its own use and benefit.

4. Term and Termination

4.1 Term. Unless terminated pursuant to Section 4.2, this Agreement shall commence on the Effective Date and continue for an initial term expiring December 31, 2016 (the "Initial Term"). This Agreement shall be automatically renewed for successive subsequent terms of one year each (each such successive subsequent renewal term a "Renewal Term") unless terminated pursuant to Section 4.2.

4.2 Termination. The license and associated rights granted to Licensee under this Agreement are subject to achieving certain, future cumulative targets for Sales Proceeds. Accordingly, if the Licensee fails to reach any one or more of the cumulative Sales Proceeds targets set forth below, this Agreement shall terminate and, except as expressly provided herein, the Licensee shall have no further right to reproduce, display, publish, perform and distribute the Licensed Property or derivative works or to manufacture, import, market, offer for sale, sell, distribute or otherwise transfer Merchandise.

The Licensee has targeted July 1, 2014 as the publication date of a book dedicated to the work of Robert James Campbell. Sales Proceeds targets reflect this expected publication date.

The cumulative Sales Proceeds targets are as follows:

<u>Date</u>	<u>Cumulative Sales Proceeds (From Effective Date)</u>
December 31, 2014	\$ 25,000
December 31, 2015	\$100,000
December 31, 2016	\$175,000

For periods after December 31, the cumulative Sales Proceeds target for each succeeding December 31st shall be the gross sales target for the prior December 31st plus the sum of \$75,000.

4.3 Disposal of Merchandise. In the event of termination under Section 4.2 above, Licensee shall have nine (9) months from termination in which to use the Licensed Property to dispose of inventory of any Merchandise produced or ordered prior to the termination date (and the right to produce Merchandise ordered prior to the termination date). Any Merchandise not disposed of within such nine (9) month time period shall be destroyed or returned to the Licensor.

4.4 Return of Negatives/Photographs. Within fifteen (15) days of termination under Section 4.2 above, Licensee shall return to Licensor all physical photographic negatives (or any photographs she obtained from Licensor) in the possession of the Licensee as described on Exhibit A hereto. Upon such termination, Licensee shall have no further right to use the Licensed Property except as set forth in Section 4.3 above.

5. Representations and Warranties

5.1 Licensor represents and warrants that: (a) it owns all right, title and interest in and to the Licensed Property; (b) it has the right to grant the license and rights granted herein; (c) there is no action, suit, claim, investigation or proceeding, whether in law or in equity, pending or threatened, regarding any of the Licensed Property; (d) use of the Licensed Property will not infringe on any intellectual property or other proprietary right of any third party; and (e) the Licensed Property is not subject to any liens, collateral assignments or other encumbrances.

5.2 Each party represents and warrants to the other that (a) it has the full right, power and authority to enter into this Agreement and to perform all of its obligations hereunder, (b) this Agreement has been duly executed and delivered by such party and constitutes a valid and binding obligation of such party in accordance with its terms, and (c) the execution by such party of this Agreement and the performance of its obligations hereunder will not violate or result in a breach of or default under any contract, agreement, instrument, judgment, decree, order, ruling or statute or regulation to which such party is presently a party or by which it or its properties may be subject.

5.3 The parties understand and agree that Licensor is the owner of other images created by photographer Robert James Campbell (and certain personal property) that is not part of the Licensed Property and that Licensor's right to use, sell otherwise dispose of such property is not restricted or abrogated by this Agreement.

6. Indemnification.

6.1 The Licensee shall defend, indemnify, and hold harmless Licensor and its directors, officers, employees, and agents, and their respective successors, heirs, and assigns, at the Licensee's expense, from and against all claims, suits, losses, damages, costs, fees, expenses (including reasonable attorneys' fees) arising out of (a) any claim that the Merchandise sold and/or manufactured by the Licensee is defective in material or workmanship or give rise to product liability, or (b) any breach of representation, warranty, or covenant or other provision of this Agreement by the Licensee.

6.2 The Licensor shall defend, indemnify, and hold harmless Licensee and its directors, officers, employees, and agents, and their respective successors, heirs, and assigns, at the Licensor's expense, from and against all claims, suits, losses, damages, costs, fees, expenses (including reasonable attorneys' fees) arising out of any breach of representation, warranty, or covenant or other provision of this Agreement by the Licensor.

6.3 Neither party shall have an obligation to defend, indemnify or hold harmless the other party pursuant to Section 6.1 or 6.2 unless (a) the indemnified party promptly notifies the indemnifying party in writing as soon as the indemnified party becomes aware of the claim or allegation (except to the extent the indemnifying party is not prejudiced by any delay), (b) permits, subject to the immediately following sentence, the indemnifying party to control the defense and all settlement discussions with respect to such claims and allegations, and (c) assists the indemnifying party at the indemnifying party's expense with the defense of any claims and allegations. Notwithstanding the immediately preceding sentence, Licensor shall not, without Licensee's consent (which consent shall not be unreasonably withheld), enter into any settlement that affects: a) the goodwill associated with the Licensed Property; b) Licensor's ownership of the Licensed Property; or c) Licensee's right to use the Licensed Property in accordance with the terms and conditions of this Agreement.

6.4 (A) EXCEPT AS EXPRESSLY OTHERWISE PROVIDED HEREIN, EACH PARTY ACKNOWLEDGES AND AGREES THAT THE OTHER PARTY HAS NOT MADE, DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY REPRESENTATION, GUARANTY, CONDITION, OR WARRANTY OF ANY KIND WITH RESPECT TO THE LICENSED PROPERTY, OR ANY RIGHTS, LICENSES AND PRIVILEGES GRANTED BY SUCH OTHER PARTY HEREUNDER WITH RESPECT THERETO, WHETHER WRITTEN OR VERBAL, EXPRESS OR IMPLIED, IN FACT OR AT LAW, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

(B) NOTWITHSTANDING THE FOREGOING, (I) IN NO EVENT SHALL EITHER PARTY BE LIABLE HEREUNDER (WHETHER IN AN ACTION IN NEGLIGENCE, CONTRACT, OR TORT OR BASED ON A WARRANTY OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH MAY INCLUDE,

WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE, OR LOSS OR INACCURACY OF DATA, AND (II) EACH PARTY'S MAXIMUM LIABILITY TO THE OTHER PARTY FOR ANY CLAIM, LOSS OR DAMAGE, REGARDLESS OF THE FORM OF ACTION, SHALL BE LIMITED TO THE TOTAL ROYALTIES ACCRUED FOR THE TWO (2) YEAR PERIOD IMMEDIATELY PRIOR TO THE CLAIM, LOSS OR DAMAGE.

(C) THE LIMITATIONS SET FORTH IN SECTION 6.4(B) ABOVE SHALL NOT APPLY TO (I) ANY THIRD PARTY CLAIM FOR WHICH A PARTY IS ENTITLED TO INDEMNIFICATION UNDER SECTION 6.1 OR 6.2, AS APPLICABLE; (II) CLAIMS ARISING OUT OF A BREACH OF ANY REPRESENTATION MADE IN SECTION 5.1 OR 5.2; (III) CLAIMS FOR THE PAYMENT OF ANY AMOUNTS DUE FROM ONE PARTY TO THE OTHER HEREUNDER.

7. Maintenance and Enforcement

7.1 Licensee agrees to inform Licensor by written notice of any infringement, possible infringement or unauthorized use of any of the Licensed Property by others of which Licensee becomes aware, and will make available to Licensor any information and items in its possession that are relevant to the infringement, as is reasonably necessary to support an infringement action. An action for infringement or unauthorized use of the Licensed Property against a third party will be brought, subject to Section 7.2 below, only by Licensor in its reasonable discretion, with counsel selected by Licensor. Licensee shall cooperate with Licensor, as Licensor may reasonably request and at Licensor's expense, in connection with any such action brought by Licensor. Licensor shall not settle any claim or take any action in any manner that would have a material adverse effect upon Licensee's rights under this Agreement without Licensee's express written approval for such settlement or action, which written approval shall not be unreasonably withheld. Licensor shall notify Licensee in writing no later than thirty (30) days after Licensor's receipt of the written notice from Licensee of Licensor's election to bring an infringement action or not to bring an infringement action.

7.2 If Licensor declines to pursue any infringement action against a third party or fails to provide the written notice required by Section 7.1, and Licensee, in its sole opinion, determines that such activity by the third party affects Licensee's continued use of the Licensed Property or enjoyment of its rights under this Agreement, Licensee may, at its sole expense, pursue such claims at its discretion. Licensee shall have the right to collect and retain for its own use and benefit all damages, profits and awards of whatever nature recoverable (including but not limited to all settlement amounts) for such infringement, in which case, Licensor's reasonable out-of-pocket expenses (other than attorneys' fees) will be reimbursed by Licensee in the event that Licensor joined as a party to such suit as required by this Section. Notwithstanding the foregoing, Licensee shall not settle any claims or take any action in any manner that would affect Licensor's rights in the Licensed Property or adversely affect the Licensed Property without Licensor's express written approval for such settlement or action, which written approval shall not be unreasonably withheld.

8. Taxes/Expenses. Licensee agrees that it is responsible for the payment of all taxes, fees, tariffs, expenses or other costs associated with the use of the License as set forth in Section 1 above.

9. Miscellaneous

9.1 Successors and Assigns. This Agreement may only be assigned with the prior written consent of the other party. This Agreement shall be binding upon and shall inure to the benefit of all successors and permitted assigns of Licensee and Licensor.

9.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior agreements and/or understandings, written or oral, between the parties relating to the subject matter hereof. To the extent that any provision of this Agreement is held by a court of law having jurisdiction over the parties to be invalid or unenforceable, such provision shall be deemed to be deleted and the remaining provisions of this Agreement given full force and effect.

9.3 Waiver. No provision of this Agreement may be waived or modified except expressly in a writing signed by both Licensor and Licensee. Any waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time.

9.4. Notice. All notices required by this Agreement shall be made in writing. Any notice, consent, report or other communication by one party to the other pursuant to this Agreement shall be deemed to have been sufficiently made or given for all purposes hereof three (3) business days after the date of mailing if sent by air mail, certified mail/return receipt requested or first class mail, postage prepaid, addressed to the other party at the Notification Addresses set forth below or at such other address as it shall designate by written notice in accordance with this Agreement along with a copy to counsel as such other party designates by written notice in accordance with this Agreement.

Notification Addresses:

If to Licensor:

City of Burlington
C/o City Attorney's Office
149 Church St., Suite 11
Burlington, VT 05401
(802) 865-7121

If to Licensee:

Soupy LLC
2854 Southeast Clinton Street
Portland, OR 97202

9.5. License Agreement Only. The rights hereby granted to Licensee are those of a licensee only. Nothing herein shall be construed to place the parties in the relationship of partners or joint venturers.

9.6. Governing Law. This Agreement shall be governed, to the extent applicable, by the laws of Vermont. The parties hereby irrevocably consent to the exclusive jurisdiction of the federal and state courts located in Vermont in connection with any action or proceeding arising out of or relating to this Agreement or any document or instrument delivered pursuant to, in connection with, or simultaneously with this Agreement.

9.7. Compliance. Licensee agree to abide by all federal, state and local laws, rules and regulations applicable to the use of the License as set forth in Section 1 above.

9.8. Construction. The parties acknowledge and agree that each party participated in the drafting of this Agreement. Accordingly, the parties agree that any ambiguity is not to be resolved against the drafting party and that no inference in favor of, or against, any party will be drawn from the fact that one party has drafted any portion of this Agreement.

9.9. Counterparts. This Agreement may be executed in counterparts.

9.10. Amendments. This Agreement may only be amended by a writing executed by a duly authorized representative of the party against whom any amendment is sought to be enforced.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date set forth hereinabove.

SOUPY PHOTO, LLC

City of Burlington

By: _____
Name:
Title:

By: _____
Name:
Title:

Exhibit A

Images

The “Images” as defined in the License Agreement by and between the City of Burlington, as Licensor and Soupy Photo, LLC as Licensee are identified as follows:

See attached 2 pages.

Name	Sheet ID	Format
Birdland	contact sheet A	negatives
Birdland	contact sheet B	negatives
Birdland	contact sheet C	negatives
Birdland	contact sheet D	negatives
Bud Powell	contact sheet A	negatives
Bud Powell	contact sheet B	negatives
Bud Powell	contact sheet C	negatives
Chuck B	contact sheet A	negatives
Chuck B	contact sheet B	negatives
New Hampshire Jazz	contact sheet A	negatives
Johnny Richards Orch	contact sheet A	negatives
Johnny Richards Orch	contact sheet B	negatives
Johnny Richards Orch	contact sheet C	negatives
Roy Wayne Cecil	contact sheet A	negatives
Billy Higgins	contact sheet A	negatives
CB Orchestra / Joe W	contact sheet A	negatives
Myrlie Evers	contact sheet A	negatives
Mississippi John Hurt	contact sheet A	negatives
Newport Jazz Misc	contact sheet A	negatives
Miriam Makeeba	contact sheet A	negatives
Bob Campbell Self	contact sheet A	negatives
Bob Campbell Self	contact sheet B	negatives
Bob Campbell Self	contact sheet C	negatives
Bob Campbell Self	misc child prints	prints
Richie Havens	contact sheet A	negatives
Richie Havens	contact sheet B	negatives
Richie Havens	contact sheet C	negatives
Fred Neil	contact sheet A	negatives
Fred Neil	contact sheet B	negatives
Dick Gregory	contact sheet A	negatives
Dick Gregory	contact sheet B	negatives
David Steinberg	prints	prints
Son House John Hammond	print	print
Flip W	contact sheet A	negatives
Flip W	contact sheet B	negatives
Flip W	contact sheet C	negatives
Paul Sorvino and Fam	contact sheet A	negatives
Bill Monroe	contact sheet A	negatives
Misc Folk TBD	contact sheet A	negatives
Misc Folk TBD	contact sheet B	negatives
Misc Folk TBD	contact sheet C	negatives
Misc Folk TBD	contact sheet D	negatives

Misc Folk TBD	contact sheet E	negatives
Misc Jazz TBD	contact sheet A	negatives
Misc Jazz TBD	contact sheet B	negatives
Misc Jazz TBD	contact sheet C	negatives
Misc Jazz TBD	contact sheet D	negatives
Street Shots	contact sheet A	negatives
Street Shots	contact sheet B	negatives
Street Shots	contact sheet C	negatives
Street Shots	contact sheet D	negatives
Misc Celebrity TBD	contact sheet A	negatives
Misc Celebrity TBD	contact sheet B	negatives
Misc Celebrity TBD	contact sheet C	negatives

Memorandum

To: Burlington City Council
From: Eileen M. Blackwood, City Attorney
Re: Licensing of Robert James Campbell Photos
Date: Oct. 10, 2013

Action Requested

This office is seeking your approval and authorization for the Mayor to enter into the attached License Agreement with Jessica Ferber, d/b/a Soupy Photo, LLC, to allow her to produce and market a book of the photos of Robert James Campbell, also known as "Soupy" or "Bob" Campbell.

Background

Robert "Bob" Campbell died intestate on January 18, 2002, and was residing at COTS at the time of his death. He had been a professional photographer and left a collection of wonderful photographs at COTS when he died. No heirs were found, so Mr. Campbell's estate escheated to the municipality in which he resided. Under Vermont law, that property is then to be used for the schools:

Such estate shall be for the use of schools in the towns respectively and shall be managed and disposed of like other property appropriated to the use of the town school districts. Any property decreed to a town by virtue of this chapter or subsequently conveyed to an incorporated school district within such town for the use of its schools may be sold without restriction, provided the proceeds shall be expended for the use of the schools of the town.

14 V.S.A. §683.

Jessica Ferber was initially hired by COTS as an intern to review and catalog Mr. Campbell's photographs. After she left that position, she and COTS became embroiled in a dispute about the work, and an estate proceeding was filed in Chittenden Probate Court. A special administrator was appointed to try to resolve Mr. Campbell's interests. In 2003, the City passed a resolution waiving its escheat rights, but the probate court eventually determined that it could not accept that waiver, and it ordered that the estate escheat to the City for the benefit of the Burlington Schools. After all expenses were paid, the estate was able to distribute to the City several boxes of photographs and negatives of Mr. Campbell's work, which have been sitting in the City Attorney's vault.

In December 2003, Chris Bohjalian wrote an article about Mr. Campbell in the Burlington Free Press and included with some of his pictures. The special administrator then entered into a license with Mr. Bohjalian to use 12 reprints of Mr. Campbell's photos in his novel The Double Bind in 2005. In 2007, an exhibit of Mr. Campbell's photographs was held at the Firehouse Gallery in connection with the release of that story.

At the same time, Ms. Ferber continued to express interest in creating a book of Mr. Campbell's photographs. In August 2007, the City authorized her to market the photos for

publication, but when she stepped away from the project in 2009 after not finding sufficient funding, that authorization was withdrawn. In November 2009, COTS wrote to the City requesting the City to turn the photos over to COTS (for no consideration), but that was not done. Then, in February 2012, Ms. Ferber contacted the City with renewed interest, and Art in America was granted the right to use one photo (of jazz artist Bud Powell) in an article.

In July 2012, Ms. Ferber requested permission to try to obtain a Kickstarter grant to fund the publication, and that permission was granted effective August 27, 2012, until March 1, 2013. In March Ms. Ferber met with City Attorney Blackwood and Terry Bailey and reported that her Kickstarter efforts were successful, and she was able to obtain sufficient funding to move forward with publication. As part of the Kickstarter effort, she created a calendar and a t-shirt, which she has been distributing to Kickstarter donors. She and her attorney then prepared a draft License Agreement, which has been reviewed and revised by City Attorney Blackwood, and is now being presented to the School Board for approval.

Terms of the License Agreement

This License would allow Ms. Ferber, through her limited liability company, to use certain photographs during the term of the Agreement. Ms. Ferber has chosen a selective set of images, many of them of jazz musicians such as Count Basie and others. There are probably hundreds of other images that she is not using.

This license is considerably broader than the prior licenses mentioned, as it would be exclusive for the term. This license would expire on December 31, 2016, unless renewed. In addition, the Agreement may terminate before that if she fails to meet certain quite aggressive sales goals.

Ms. Ferber would provide us with a copy or sample of every publication in which she uses the photos and to provide us with progress reports on the use.

If she is successful, Ms. Ferber will pay the City royalties of 5% of the gross sales proceeds each calendar quarter. Her current projected publication date is July 1, 2014.

School Board Approval

The School Board authorized this License Agreement at its meeting on October 8, 2013, and City Council approval is sought under charter section 55.

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Resolution Relating to

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

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AUTHORIZATION FOR STANDBY LETTER OF CREDIT TO COVER CERTAIN WORKER'S COMPENSATION CLAIMS

Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Thirteen.....

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

That WHEREAS, pursuant to the attached Resolution, on October 15, 2013, the Board of Finance has recommended that the City Council authorize the City to enter into a standby letter of credit to cover certain worker's compensation claims;

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the City's entering into one or more standby letters of credit and reimbursement agreements with TD Bank, N.A., KeyBank, N.A., or such other reputable banks or financial institutions as the Chief Administrative Officer may determine, for the purpose of covering the City's expected worker's compensation liability to its carrier, Travelers Insurance, in an aggregate amount not to exceed two million dollars (\$2,000,000.00) through FY 2015; and

BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, the Chief Administrative Officer, and/or the Assistant Chief Administrative Officer for Finance to execute and deliver such letter of credit and reimbursement agreements and other related instruments necessary to obtain such standby letters of credit to cover the worker's compensation insurance programs of the City.

1
2 **Resolution Relating to**

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6 RECLASSIFICATION OF ONE REGULAR FULL-TIME
7 MARKETING ASSISTANT FOR THE CHURCH STREET
8 MARKETPLACE
9

RESOLUTION
Sponsor(s): Councilors Shannon,
Bushor, Aubin, Knodell: Bd. of Finance
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

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, the Director of the Church Street Marketplace has requested the reclassification of a
18 Full-time regular Marketing Assistant, Grade 14 position to a Grade 16; and

19 WHEREAS, the position is responsible for creating and implementing the strategic marketing
20 strategy for the Church Street Marketplace; and

21 WHEREAS, the request has been reviewed and approved by the Board of Finance on October 15,
22 2013; and

23 WHEREAS, this reclassification will result in an addition to the FY14 Church Street Marketplace
24 salary budget in the amount of \$5,072.47; and

25 WHEREAS, to fund this additional salary the Director of the Church Street Marketplace is also
26 requesting a reduction in the department’s Professional and Consultant Services, Contractual Services
27 budget line item in the amount of \$5,072.47;

28 NOW, THEREFORE, BE IT RESOLVED that the request for one Full-time regular Marketing
29 Assistant position for the Church Street Marketplace, Grade 14, to be reclassified to a Grade 16 within the
30 Willis pay scale is hereby approved. The changes shall be effective as of the date of City Council
31 Approval and Mayoral signature on this resolution.



October 9, 2013

TO: City Council
FROM: Ron Redmond, Church Street Marketplace
RE: REQUEST TO APPROVE RECLASSIFICATION OF CHURCH STREET MARKETPLACE'S
MARKETING ASSISTANT POSITION FROM GRADE 14 TO GRADE 16, FUNDED BY
REDUCING CONTRACTUAL SERVICES BUDGET IN PUBLIC RELATIONS
cc: Julie Hulburd, Human Resources
Marketplace Staff and Commission

I am writing to request the City Council approval for a reclassification of the Church Street Marketplace's Marketing Assistant position from Grade 14 to Grade 16. This request was reviewed by the Board of Finance at their October 15, 2013 meeting.

Over the past year, we made substantial changes and additions to the duties and responsibilities of the Marketing Assistant. The degree of change was such that when we consulted with the Human Resources department, they conducted a reclassification. Their recommendation was to reclassify the position from Grade 14 to Grade 16. Using FY 14 salary tables, the difference between the current and new is \$5,072.47.

At our September 18, 2013 Marketplace Commission meeting, the Commission unanimously approved the increase and to fund it through an equal reduction in operating expenses. Staff will reduce, by \$5,072.47, the department's budget for Professional and Consultant Services, Contractual Services, 230-33-390.6500_118 in Public Relations.

As you remember, our goal for FY 14 is to generate approximately \$100,000 more in revenue than expenses, to stay on track with our strategy to pay down our \$200,000 negative fund balance.

Best, Ron.



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: City Council

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

Date: October 16, 2013

Re: Reclassification of the Church Street Marketplace Marketing Assistant

We respectfully request and recommend approval of the reclassification of the Church Street Marketplace's Marketing Assistant position from a Grade 14 to a Grade 16. The Board of Finance has reviewed and approved this request at their October 15, 2013.

Marketplace Director, Ron Redmond, indicated that as the Church Street Marketplace and its role in our community has grown, so have the responsibilities for creating and maintaining coordinated marketing and public relations efforts. The job description has been completely rewritten to include specific responsibilities related to development of marketing programming, public relations, use of social media and other potentially revenue generating activities. The proposed job description (attached) was assessed using the modified Willis Classification System. The resulting calculation is a recommendation to upgrade the position from grade 14 to grade 16.

If approved, and in accordance with COB Compensation Policy 5.4 c, Promotions/Placement After Reclassification to a Higher Grade, the incumbent will be placed at a grade 16, step 1, with a corresponding FY14 annual salary of \$44,458.22. This represents an increase of \$5,072.47 over the \$39,385.75 currently budgeted for the grade 14, step 2 in the Church Street Marketplace base salaries budget.

As noted in Director Redmond's request, the Church Street Marketplace will fund the additional salary by reducing their Professional and Consultant Services and Contractual Services budget by \$5072.47. The proposed changes will be effective following City Council approval and upon Mayoral signature of the resolution.

**City of Burlington
Job Description**

Position Title: Marketing Assistant

Department: Church Street Marketplace

Reports to: Director, Church Street Marketplace

Pay Grade: 14

Job Code:

Exempt/Non-Exempt: Non-Exempt

Union: NA

General Purpose: Responsible for creating, developing and executing promotion program for the Church Street Marketplace including event management, securing corporate sponsorships, advertisement placement and publicity efforts.

Essential Job Functions:

- Develop written, annual marketing program detailing objectives, strategies, programs and budgets.
- Develop and manage all market research as it relates to Marketplace Customers and competitors.
- Create, develop and sell sponsorship opportunities for local, regional and national companies and organizations.
- Create and develop other revenue raising programs and opportunities.
- Maintain regular contact with all news media and advertising representatives.
- Manage and be accountable for marketing expenses and revenues in the Marketplace budget.
- Independently develop new ideas, long-range strategies.
- Participate in activities of the industry which increase the incumbent's knowledge of new theory or developments in marketing a downtown district.
- Responsible for raising sponsorship dollars equal to annual salary.
- Provide media, community, other City Departments, etc. with information on all Church Street Marketplace events and activities.
- Coordinate and/or follow-up media participation in Church Street Marketplace events and activities.
- Design, layout and production of a variety of printed promotional material for the Church Street Marketplace
- Coordinate graphic design work with contracted graphic designers and printers for the production of a variety of printed promotional material for the Church Street Marketplace.
- Coordinate and compile weekly Marketplace Newsletter to all downtown businesses and stakeholders, news media.
- Manage CSM website, including but not limited to, updating, new development etc.

- Provide marketing consultation to local businesses.
- Regularly uses social media to promote the Marketplace and its Marketing activities.
- Serves as official photographer for all Marketplace events.
- Assists in forming and maintaining partnerships with national corporate promotions which occur on the Marketplace.
- Oversee and coordinate the Marketplace Internship Program.
- Supervise and train student interns.

Qualifications/Basic Job Requirements:

- Bachelors Degree in Marketing or related degree and two years experience in marketing and/or public relations required.
- Ability to work in a Windows computer environment required.
- Ability to work evenings, weekends and holidays as required.
- Ability to multi-task and work in a fast paced, pressurized environment.
- Strong interpersonal skills required.
- Excellent written and oral skills required.
- Excellent organizational skills required.
- Ability to work closely with co-workers in a small office, often under pressure.
- Ability to provide guidance to student interns.
- Ability to creatively solve problems.

Physical & Mental/Reasoning Requirements; Work Environment:

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

<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	15 pounds
(red, green, amber)	warehouses/offices	<input checked="" type="checkbox"/> carrying (specify)
<input checked="" type="checkbox"/> hearing/listening	<input checked="" type="checkbox"/> climbing	15 pounds
<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 checked="" type="checkbox"/> dexterity	<input checked="" type="checkbox"/> pushing/pulling	
<input checked="" type="checkbox"/> hand		
<input checked="" 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	making

☒ writing - complex

☐ shift work

☒ outside

☐ pressurized equipment

☒ works alone

☒ extreme heat

☒ moving objects

☒ works with others

☒ extreme cold

☒ high places

☒ verbal contact w/others

☒ noise

☒ fumes/odors

☒ face-to-face contact

☒ mechanical equipment

☐ hazardous materials

☒ inside

☐ electrical equipment

☒ dirt/dust

Supervision:

Directly Supervises: _____

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: _____

DRAFT
City of Burlington
Job Description

Position Title: Marketing Assistant
Department: Church Street Marketplace
Reports to: Executive Director, Church Street Marketplace
Pay Grade: 16 **Job Code:**
Exempt/Non-Exempt: Non-Exempt **Union:** NA

General Purpose: Responsible for creating and implementing the strategic marketing strategy for the Church Street Marketplace, including the development and implementation of the organization's overall marketing plan, targeted marketing programs, digital marketing and social media, events and activities that support Church Street and the downtown. Ensure all marketing strategies, corporate sponsorships, advertising, publicity and communications reinforce and strengthen the goals and brands of the Church Street Marketplace and the City of Burlington.

Essential Job Functions:

MARKETING and EVENT MANAGEMENT

- Develop and implement annual marketing program detailing objectives, strategies, programs and budgets. Develop and implement measurements to track outcomes of each program for continuous improvement and innovation.
- Create and broker media sponsorships with television, radio and print that provide free advertising & promotion for the Marketplace and discounted rates for Church Street business owners.
- Oversee other programs and special events produced by non-profit organizations that require extensive staff management and financial resources (*Magic Hat Mardi Gras Parade, Vermont City Marathon, Discover Jazz Festival, Festival of Fools, First Night Burlington*). Work closely with staff to organize, promote and run department-produced events including Stowe Mountain Resort Concert Series, Holidays on the Marketplace, Winter Festival, Winter Lights and Sidewalk Sale.
- Maintain and update all marketing materials as needed. Produce, edit and proofread proposals, presentations, articles, fact sheets, newsletters, web copy, ads and other materials. Ensure

accuracy, clarity and consistency of documents

- Manage department's market research program as it relates to Marketplace merchants and restaurateurs, Marketplace customers and competitors, including on-line and intercept surveys and analysis of secondary research.
- Maintain and update Department's databases including media lists, CSM and downtown businesses, Burlington social service agencies/non-profits, downtown residents.
- Initiate, develop and nurture sponsorship opportunities with local, regional and national companies and organizations to generate operating revenue for the department and support sponsor goals and objectives; identify and generate other revenue raising programs and opportunities.
- Manage the design, layout and production of a variety of printed promotional material for the Church Street Marketplace, including coordination of contracted graphic designers and printers for the production of a variety of printed promotional material for the Church Street Marketplace.
- Supervise and train student interns to execute data collection, surveying and assist with event management.
- Serves as official photographer for all Marketplace events.

MARKETING COMMUNICATIONS

- Responsible for all external marketing communications with local, regional and national media, arts organizations, local and state community organizations, corporations, government officials and the general public.
- Represent Church Street at city and community events and meetings.
- Research, write and publish Marketplace Update, the Church Street Marketplace's weekly newsletter for all downtown businesses and stakeholders, news media.
- Provide marketing consultation to Church Street businesses.

DIGITAL MEDIA MANAGEMENT

- Manage CSM website, including but not limited to, updating, new developments etc.
- Utilize the latest e-marketing techniques and software to establish connections with online community.
- Develop, proof, and produce of advertisements, information and promotional copy using SEO best practices, media keywords and phrases to promotion website and social media presence and engagement in forms including Facebook Twitter, Instagram, Google.

- Define message positioning and brand image through digital marketing.
- Track and report analytical data as it pertains to churchstreetmarketplace.com, and respond and adapt website based on results.
- Create, source and manage content for blogs, social media, and other outlets.

RETAIL MANAGEMENT

- Chair Church Street's Retail Marketing Committee composed of key retail owners and managers. Facilitate, lead, guide, develop and advise, as needed, to create and implement specific retail promotions that generate measureable increases in pedestrian traffic and store sales.
- Create seminars and workshops of interest to downtown merchants, securing presenters and obtaining sponsors for these activities
- Develop business promotions and promotional materials to increase the visibility of and sales at downtown stores
- Provide useful information and support to Downtown merchants

STATE-WIDE, NATIONAL DOWNTOWN MANAGEMENT

- Maintain department's historical leadership role with the State of Vermont's Downtown Program, providing advice and consultation to downtown managers of other "Designated Downtowns."
- Maintain the Marketplace's leadership role and "legacy" status with the International Downtown Association, Washington, D.C., by participating in the planning of events and activities that benefit an international audience of downtown professionals.

Qualifications/Basic Job Requirements:

- Bachelor's Degree in Marketing or related degree and five years' experience in marketing and/or public relations required.
- Ability to work in a Windows and Macintosh computer environment required.
- Demonstrated knowledge of design programs such as Adobe Creative Suite.
- Demonstrated knowledge of business-to-business marketing, digital delivery channels as they related to comprehensive plans, Search Engine Optimization (SEO) and Google analytics to drive web traffic and promote brand.
- Demonstrated knowledge of print processes and working with print vendors.
- Ability to work evenings, weekends and holidays as required.

- Ability to multi-task and work in a fast paced, high pressure environment.
- Strong interpersonal skills required.
- Exceptional written and verbal communication skills and problem solving abilities.
- Effective project management skills.
- Ability to work closely with co-workers in a small office, often under pressure.
- Experience supervising volunteers and/or student interns in a workplace setting.
- Detail-oriented and extremely well-organized with the ability to prioritize and handle multiple requests concurrently.
- Ability to converse in French.

Physical & Mental/Reasoning Requirements; Work Environment:

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

<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	15 pounds
(red, green, amber)	warehouses/offices	<input checked="" type="checkbox"/> carrying (specify)
<input checked="" type="checkbox"/> hearing/listening	<input checked="" type="checkbox"/> climbing	15 pounds
<input checked="" type="checkbox"/> clear speech	ability to mount and	<input checked="" type="checkbox"/> driving (local/over
<input checked="" type="checkbox"/> touching	dismount forklift/truck	the road)
<input checked="" type="checkbox"/> dexterity	<input checked="" type="checkbox"/> pushing/pulling	
<input checked="" type="checkbox"/> hand		
<input checked="" 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	making
<input checked="" type="checkbox"/> writing - complex		
<input type="checkbox"/> shift work	<input checked="" type="checkbox"/> outside	<input type="checkbox"/> pressurized equipment
<input checked="" type="checkbox"/> works alone	<input checked="" type="checkbox"/> extreme heat	<input checked="" type="checkbox"/> moving objects
<input checked="" type="checkbox"/> works with others	<input checked="" type="checkbox"/> extreme cold	<input checked="" type="checkbox"/> high places
<input checked="" type="checkbox"/> verbal contact w/others	<input checked="" type="checkbox"/> noise	<input checked="" type="checkbox"/> fumes/odors
<input checked="" type="checkbox"/> face-to-face contact	<input checked="" type="checkbox"/> mechanical equipment	<input type="checkbox"/> hazardous materials
<input checked="" type="checkbox"/> inside	<input type="checkbox"/> electrical equipment	<input checked="" type="checkbox"/> dirt/dust

Supervision:

Marketing Assistant

Page 5 of 5

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:

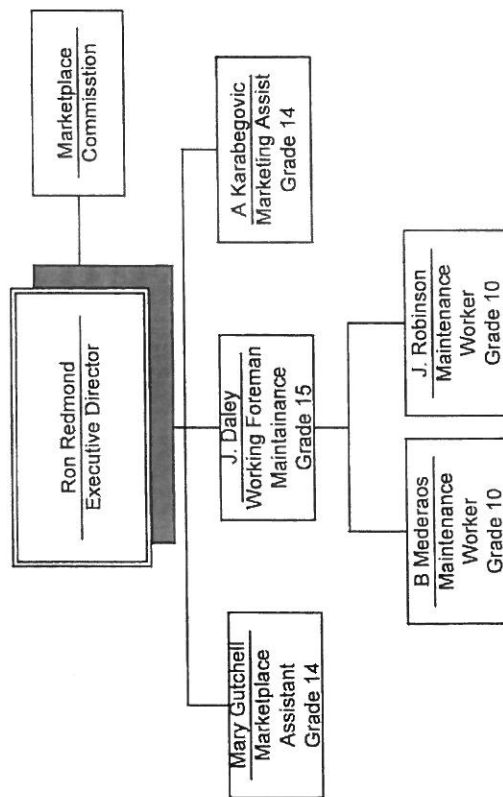
Department Head: _____ Date: _____

Human Resources: _____ Date: _____

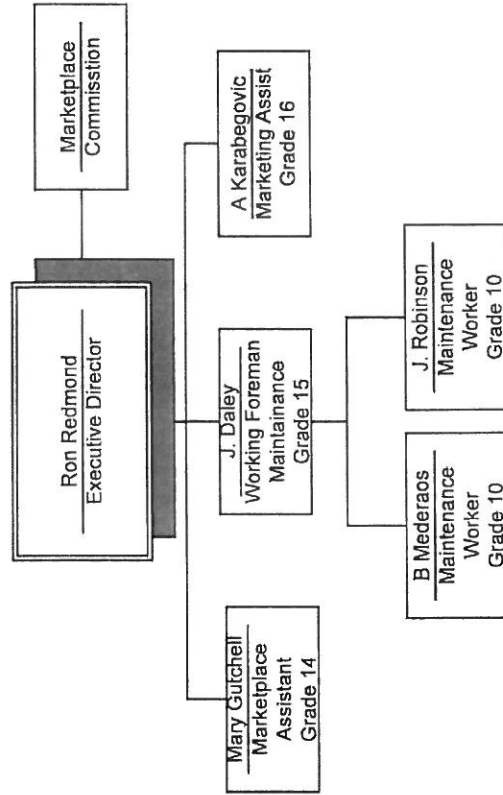
Updated October 2013

DRAFT

Church Street Marketplace Organizational Chart September 2013



Church Street Marketplace Organizational Chart September 2013 Proposed



Classification Scores
September 2013

Marketing Assistant			
Knowledge & Skills	D1N		160
Mental Demands	E2G		30
Accountability	D1S		80
Working Conditions	L1B		7
			277
Total			
Classification	Regular Full-Time Grade 16		

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5 RECLASSIFICATION OF ONE REGULAR FULL-TIME
6 MARKETING ASSISTANT FOR THE CHURCH STREET
7 MARKET PLACE
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11 In the year Two Thousand Thirteen.....
12 Resolved by the City Council of the City of Burlington, as follows:
13

14 That WHEREAS, the of Director the Church Street Marketplace has requested the
15 reclassification of a Full-time regular Marketing Assistant, Grade 14, position to a Grade 16; and

16 WHEREAS, the position is responsible creating and implementing the strategic
17 marketing strategy for the Church Street Marketplace; and

18 WHEREAS, the request has been reviewed and approved by the Board of Finance on
19 October 15, 2013; and

20 WHEREAS, this reclassification will result in and to the addition to FY14 the Church
21 Street Marketplace salary budget in the amount of \$5072.47; and

22 WHEREAS, to fund this additional salary the Director of the Church Street Marketplace
23 as also requested a reduction the departments Processional and Consult Services, Contractual
24 Services in the amount of \$5072.47

25 NOW, THEREFORE, BE IT RESOLVED that one Full-time regular Marketing Assistant
26 for the Church Street Marketplace, Grade 14, is hereby reclassified to a Grade 16, within the
27 Willis pay scale is hereby approved. The changes shall be effective as of the date of City
28 Council Approval and mayoral signature on this resolution.
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1
2 **Resolution Relating to**

RESOLUTION

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

Pending BOF approval on 10/21/13

Introduced: _____

Referred to: _____

Action: _____

Date: _____

Signed by Mayor: _____

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6 CONSTRUCTION CONTRACT FOR THE
7 WATERFRONT ACCESS NORTH PHASE 1

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13 **CITY OF BURLINGTON**

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

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

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17 That WHEREAS, the City desires to make a variety of transportation related improvements in the
18 vicinity of the Moran Plant, including rebuilding the end of Lake Street, realigning and upgrading
19 portions of the bike path, storm water management improvements, parking, new street lighting and new
20 sidewalks along with pedestrian and bicycle amenities in the downtown waterfront in the designated
21 downtown district; and

22 WHEREAS, the City also desires to underground the electric utility and telecommunications lines
23 in the downtown waterfront in the designated downtown district; and

24 WHEREAS, the project described above known as the Waterfront Access North Project is within
25 Burlington's Downtown District; and

26 WHEREAS, the City has received Federal Highway Administration and other grants which will
27 provide a portion of the resources needed to construct these improvements; and

28 WHEREAS, the City sought and received approval from the voters for using Waterfront Tax
29 Increment Financing funds to cover the remaining costs not covered by the grant funding in November,
30 2012, needed for construction of the Waterfront Access North Project; and

31 WHEREAS, the City has received bids for the construction of Phase 1 of the Waterfront Access
32 North Project on October 16, 2013; and

33 WHEREAS, S.D. Ireland is the responsible low bidder; and

34 WHEREAS, the scope of work they will undertake includes all construction activities related to
35 the coal tunnel and storm water outfalls; and

36 WHEREAS, it is necessary to conduct this work while the lake levels are low and before the
37 winter; and

38 WHEREAS, on October 21, 2013 the Board of Finance reviewed and approved entering into this
39 contract with S.D. Ireland for this project;

Resolution Relating to CONSTRUCTION CONTRACT FOR THE
WATERFRONT ACCESS NORTH PHASE 1

NOW, THEREFORE, BE IT RESOLVED that Chapin Spencer, Public Works Director is authorized to execute a contract with S.D. Ireland for \$134,740 to construct Phase 1 of the Waterfront Access North project subject to the review and approval of the contract by the City Attorney.

lb/RWH/c: Resolutions 2013/CEDO - Waterfront Access North Phase 1 – Construction Contract with S.D. Ireland
10/17/13



OFFICE OF PLANNING
645 PINE STREET, SUITE A
BURLINGTON, VT 05402
802.863.9094 P
802.863.0466 F
802.863.0450 TTY
WWW.DPW.CI.BURLINGTON.VT.US

CHAPIN SPENCER
DIRECTOR OF PUBLIC WORKS

ERIN DEMERS
PUBLIC WORKS ENGINEER

Date: October 16, 2013

To: City Council Board of Finance & City Council Members

From: Erin Demers, Project Manager, DPW

Cc: Chapin Spencer, Director Public Works
Norm Baldwin, City Engineer, DPW
Kirsten Merriman Shapiro, CEDO
Peter Owens, CEDO Director

Subject: Waterfront Access North – Outfall & Coal Tunnel Modification
Apparent Low Bid Results for Construction

Memo

The Department of Public works opened bids on October 16, 2013 for the construction of the Waterfront Access North – Outfall & Coal Tunnel Project. This work is planned to begin late October 2013. The project will be constructed as lake water levels are at their lowest in preparation for the Waterfront Access North full project and Skatepark. The apparent low bidder was SD Ireland for \$134,740. The bid tabulation and bidder documentation is currently under review for verification of their accuracy. The following is the bid summary of all opened bids.

Contractor	Total Bid Price
SD Ireland	\$134,740
Engineer's Construction, Inc.	\$169,500
G.W. Tatro	\$217,633

As Waterfront Access North project will utilize an accepted ARRA TIGER Grant of \$3,150,000, Waterfront TIF funds and several other funding sources which total approximately \$6.9 million dollars. Our current engineer's estimate for the Outfall & Coal Tunnel Modification and Construction is \$197,123, which includes a 10% contingency.

Pending verification of the bid analysis and current contract documentation review due to the short time frame, DPW would like to enter into a contract with SD Ireland. We would like to begin this work as soon as possible to take advantage of the low seasonal water levels to install stormwater piping and perform necessary demolition on the abandoned coal tunnel. Due to time constraints with the seasonal construction, we would like to ask for the concurrent approval from the Board of Finance and City Council for the October 21st, 2013 meeting.

If you have any questions please feel free to email me at edemers@burlingtonvt.gov or call me directly at 865-5831.

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Resolution Relating to

RESOLUTION _____
Sponsor(s): Councilors Shannon,
Bushor, Knodell, Aubin: Bd. of Finance
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

DELEGATION OF AUTHORITY FOR BUDGET-NEUTRAL
AMENDMENTS THAT RE-APPROPRIATE GRANT FUNDS AND/OR
PROGRAM FUND BALANCE WITHIN CEDO ENTITLEMENT AND
ASSISTANCE PROGRAMS

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CITY OF BURLINGTON

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 Community and Economic Development Office (CEDO) annually receives
various multi-year entitlement grants, the receipt of which has been approved by the City Council; and

WHEREAS, during the 2014 budget development, this department estimates the grant amounts
that would remain unspent at the end of the 2013 Fiscal Year as well as new allocations and budgeted
these estimates for FY 2014; and

WHEREAS, actual unspent balances and new allocations are now available making it necessary to
amend the FY 2014 CEDO program budgets to properly reflect these balances and allocations; and

WHEREAS, all of the necessary budget amendments will result in the increase in anticipated
grant revenue or use grant program income to meet corresponding program expenses and thus are budget
neutral; and

WHEREAS, the Board of Finance, at its meeting on October 16, 2013, reviewed and
recommended City Council approved the Chief Administrative Office and CEDO request that the Chief
Administrative Officer and/or Mayor be authorized to execute budget amendments under current Board of
Finance and City Council delegation that would appropriate grant revenue and/or fund balance for those
programs where program revenue previously authorized or received in prior years exceeded prior years'
program expenses;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby delegates additional
authority for approval of budget-neutral line amendments until December 31, 2013, to also include the
re-appropriation of grant revenue or grant program fund balance and expenses related thereto, within the
Community and Economic Development Office; and

Resolution Relating to

DELEGATION OF AUTHORITY FOR BUDGET-
NEUTRAL AMENDMENTS THAT RE-APPROPRIATE
GRANT FUNDS AND/OR PROGRAM FUND BALANCE
WITHIN CEDO ENTITLEMENT AND ASSISTANCE
PROGRAMS

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 Ordinance, prior Council Resolution or the character of the City of Burlington, whereby all such grants must be submitted to the City Council for approval; 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 beginning July 1, 2013.

Resolution Relating to

RESOLUTION

Sponsor(s): Councilors Shannon,
Mason

Introduced: _____

Referred to: _____

Action: _____

Date: _____

Signed by Mayor: _____

REMOVAL OF PARKING REQUIREMENTS FOR CAFES IN THE SHARED USE PARKING DISTRICTS

CITY OF BURLINGTON

In the year Two Thousand Thirteen.....

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

That WHEREAS, the Burlington Comprehensive Development Ordinance requires cafés in the “Shared Use” parking districts to provide 1 parking space per 4 seats; and

WHEREAS most cafés in “Shared Use” districts offer no parking and attract their clientele largely from local businesses and residents; and

WHEREAS cafés which have operated in the “Shared Use” districts historically were not required to provide parking, and therefore do not provide on-site parking, but are “grandfathered” under our current ordinance; and

WHEREAS it is difficult or impossible to open a café in a “Shared Use” district, in an existing building that does not provide on-site parking; and

WHEREAS, residents and employees in the City of Burlington enjoy having cafes close to where they live and work; and

WHEREAS, existing parking requirements make it difficult to open a café at many locations where a café would be an enhancement to the local area; and

WHEREAS, having café options near where people live and work provide an option for pedestrian friendly dining; and

WHEREAS, the “Downtown Parking” district does not require any parking for cafes in the downtown; and

WHEREAS, the parking requirement for café parking has become an impediment to a popular business actually trying to serve local workers and residents; and

WHEREAS, the Chair of the Planning Commission has been consulted and is comfortable with responding to this request by December 2, 2013;

NOW, THEREFORE, BE IT RESOLVED that the City Council respectfully requests that the Planning Commission review an Ordinance Change that would remove the parking requirement for Cafés in the “Shared Use” parking district, and send the recommendation back to the City Council by December 2, 2013; and

Resolution Relating to

REMOVAL OF PARKING REQUIREMENTS
FOR CAFES IN THE SHARED USE PARKING
DISTRICTS

BE IT FURTHER RESOLVED that such review is requested pursuant to the process set forth in
24 V.S.A. §4441(g).

lb/kjs/c: Resolutions 2013/Zoning – Removal of Parking Requirements for Cafes in the Shared Use Parking Districts, ZA 14-06
10/16/13

CITY OF BURLINGTON

ORDINANCE _____
Sponsor: Councilors Shannon, _____
Mason _____
Public Hearing Dates _____
First reading: _____
Referred to: _____
Rules suspended and placed in all
stages of passage: _____
Second reading: _____
Action: _____
Date: _____
Signed by Mayor: _____
Published: _____
Effective: _____

In the Year Two Thousand _____ Thirteen

An Ordinance in Relation to

COMPREHENSIVE DEVELOPMENT ORDINANCE—
Removal of Café Parking Requirements in Shared Use Districts
ZA 14-06

It is hereby Ordained by the City Council of the City of Burlington, as follows:

That Appendix A, Comprehensive Development Ordinance, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Article 8, Parking, Table 8.1.8-1: Minimum Off-Street Parking Requirements (Non-Residential Uses—Café), thereof to read as follows:

Table 8.1.8-1 Minimum Off-Street Parking Requirements			
	Neighborhood Districts	Shared Use Districts	Downtown Districts
*****	*****	*****	*****
NON-RESIDENTIAL USES	Per 1,000 square feet of gross floor area (gfa) except as noted		
*****	*****	*****	*****
Café (per four (4) seats)	1	1 None	None
*****	*****	*****	*****

Balance of Table 8.1.8-1 As written.

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

Lori Olberg

From: Chapin Spencer
Sent: Tuesday, October 08, 2013 11:01 AM
To: Lori Olberg
Subject: Re: CSWD Appointment

Thanks Lori.

~ Chapin

Chapin Spencer, Director
Department of Public Works
645 Pine Street, Burlington, VT 05401
802-863-9094 www.burlingtonvt.gov/DPW
Facebook: <http://www.facebook.com/BTVDPW>
Twitter: btvdpw

From: Lori Olberg <lolberg@burlingtonvt.gov>
Date: Tuesday, October 8, 2013 11:00 AM
To: Chapin Spencer <cspencer@burlingtonvt.gov>
Subject: RE: CSWD Appointment

Sure thing

From: Chapin Spencer
Sent: Tuesday, October 08, 2013 10:50 AM
To: Lori Olberg
Subject: FW: CSWD Appointment

Lori,

Is this enough of a resignation letter for you to work from? Let me know. Thanks!

~ Chapin

Chapin Spencer, Director
Department of Public Works
645 Pine Street, Burlington, VT 05401
802-863-9094 www.burlingtonvt.gov/DPW
Facebook: <http://www.facebook.com/BTVDPW>
Twitter: btvdpw

From: Steve Goodkind <bludriver@aol.com>
Date: Tuesday, October 8, 2013 10:32 AM
To: Chapin Spencer <cspencer@burlingtonvt.gov>
Subject: Re: CSWD Appointment

Chapin,

Just to confirm, I agree that the director of DPW should be the CSWD rep.. Burlington has more at stake with CSWD than most other towns and we need to be represented by a official who knows the details of our solid waste and recycling operations. I will serve until you are appointed and will be happy to fill you in on the details that I have learned over the years.

I don't have Lori Olberg's address on my home computer so please pass this in fo on to her and the city council.

Sincerely,

Steven Goodkind

-----Original Message-----

From: Chapin Spencer <cspencer@burlingtonvt.gov>

To: bludriver <bludriver@aol.com>

Cc: Lori Olberg <lolberg@burlingtonvt.gov>

Sent: Mon, Oct 7, 2013 11:14 am

Subject: CSWD Appointment

Hello Steve,

Good talking to you last week.

I'm glad we both agree that it is good to have the current Director be the board representative for the Chittenden Solid Waste District.

You said you'd send Lori Olberg (copied here) a written communication resigning from the CSWD position. Please do that at your soonest convenience so that we can get the new appointment process underway.

Thank you so much for agreeing to be available as a sounding board for me as I get more engaged with CSWD.

Best,

Chapin

Chapin Spencer, Director

Department of Public Works

645 Pine Street, Burlington, VT 05401

802-863-9094 www.burlingtonvt.gov/DPW



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: CSWD Board/Commission
(Please fill out a separate application for each post)

Full Name: S. Chapin Spencer Ward: (5)

Residence: 38 Conger Ave. Political Affiliation (mandatory): I

Are you a registered Burlington Voter? Y

Phone (home): ⁸⁰² 860-7321 Phone (work): ⁸⁰² 863-9094 Phone (cell): ⁸⁰² 316-0006

E-Mail Address: CSPENCER@burlingtonvt.gov

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

- 15 years ~~of~~ policy development experience serving on regional & local boards
- Director of Public Works, overseeing the City's solid waste/recycling programs

Current Occupation: Director, Public Works

Education (list most recent first):

School	Location	Year/Degree
VT Leadership Inst.	Vermont	2008
Trinity College	Hartford, CT	1993
Tatnell School	Wilmington, DE	1988

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OCT 17 A 9:07
BURLINGTON CLERK
TREASURER'S OFFICE

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

- Active oversight of this important regional organization to ensure BTV's interests are served
- Reduce solid waste, institute organics collection, etc.

Have you served as a Burlington City Commissioner/Board Member in the past? Yes
If the answer is yes, please list any and all appointments and dates you served.

CCTA Commissioner 2001 - Present

City Councilor 1998 - 2002

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:

Don Shannon, Council President

Tom Moreau, Director of CSWD

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.

This position has been long held
by the DPW Director. I propose
to continue this tradition.

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: [Signature] Date: 10/16/13

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



State of Vermont
Department of Taxes
133 State Street
Montpelier, VT 05633-1401

Agency of Administration

October 7, 2013

DK Burlington Town Center
c/o General Growth Properties
P. Michale Majury, Property Tax Manager
PO Box 617905
Chicago, IL 60661-7905

RECEIVED
2013 OCT - 8 A 10:55
BURLINGTON CLERK
TREASURER'S OFFICE

Re: DK Burlington Town Center v. City of Burlington (PVR #2012-140)

Dear Mr. Majury:

Enclosed is a copy of the decision of the Property Tax Hearing Officer¹ relating to the above-captioned appeal from a decision of the Burlington board of tax appeals. The appeal concerned the assessment of the property for the 2012 grand list.

A copy of this decision is being forwarded to the Burlington City Clerk for recording in the grand list book in accord with 32 VSA §4468.

An appeal from this decision is to the Vermont Supreme Court. 3 VSA §815 and the Vermont Rules of Appellate Procedure govern appeals of this nature. Such appeals must be received in the office of the director within 30 days of the date of entry noted on the enclosed decision and must be accompanied by a filing fee of \$262.50 made payable to the Vermont Supreme Court.

If you have any questions, feel free to contact my office.

Sincerely,

William E. Johnson, Director
Property Valuation and Review Division

fm

Enclosure

cc: Burlington City Clerk
Board of Listers / Assessor, Town of Burlington

¹ On July 1, 2013 State Appraiser changed to Property Tax Hearing Officer

John V. Morrissey

TAX APPEAL HEARING OFFICER

359 Houston Farm Road

Stowe, VT 05672

802 253-4009

morrissey.ptho@gmail.com

RECEIVED
2013 OCT -8 A 10:55
BURLINGTON CLERK
TREASURER'S OFFICE

DK Burlington Town Center)

v.

City of Burlington)

Date of entry

PVR 2012-140)

by Director October 7, 2013
fm

INTRODUCTION

This appeal came before the Tax Appeal Hearing Officer pursuant to an appeal from a decision by the City of Burlington Board of Tax Appeals for the 2012 Grand List. The parties have entered into a stipulation wherein they agree that the value of the subject property shall be set in the Grand List at:

\$3,600,000

ORDER

Pursuant to V.S.A 809 (d), the Hearing Officer accepts the stipulation of the parties. The correct 2012 listed value of the subject property is hereby determined to be \$3,600,000.

This decision shall be binding upon the parties for the April 1, 2012 Grand List, the April 1, 2013 Grand List and the April 1, 2014 Grand List, in accordance with the attached Settlement Agreement, unless the property is materially altered or the City undergoes a complete revaluation.

The foregoing is reported to the Director of the Division of Property Valuation and Review pursuant to 32 V.S.A. 4467.

Dated at Stowe, Vermont this 1st day of October 2013.


John V. Morrissey, Tax Appeal Hearing Officer

CITY OF BURLINGTON

In Re: Burlington Town Center, LLC, Appellant
101 Cherry Street (5 Burlington Square),
Burlington, Vermont
Tax ID 044-4-004-001

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2013 OCT - 8 A 10: 55
BURLINGTON CLERK
TREASURER'S OFFICE

SETTLEMENT AGREEMENT

NOW COME THE PARTIES, Burlington Town Center, LLC ("Burlington Town Center"), by and through its attorney, Anthony Ambriano, Esq., and the City of Burlington ("City"), by and through its Assessor, John Vickery, and agree to settle the above-captioned dispute as set forth in this Settlement Agreement.

WHEREAS, Burlington Town Center is the owner of land and premises located at 101 Cherry Street (5 Burlington Square), Burlington, Vermont, with a Parcel ID # 044-4-004-001 ("Property"); and

WHEREAS, for the tax year 2009-2010, the City Assessor issued a Notice of Appraisal Value Change, appraising the Property at \$4,117,095; and

WHEREAS, Burlington Town Center requested a grievance hearing; and

WHEREAS, the Board of Assessors issued a decision on June 18, 2012, denying the appeal, which Burlington Town Center timely appealed to the City Board of Tax Appeals ("BTA"); and

WHEREAS, the Burlington Board of Tax Appeals issued a majority decision upholding the Assessor's grand list assessed value at \$4,117,095; and

WHEREAS, on February 20, 2013, Burlington Town Center appealed the Property's grand list assessed value to the Director of the Division of Property Valuation and Review of the Vermont Department of Taxes; and

WHEREAS, this Settlement Agreement is intended to settle any and all claims for tax years 2012-2013, 2013-2014, and 2014-2015.

NOW THEREFORE, as a compromise to avoid further litigation, the parties agree to settle their dispute based upon the following terms:

1. The Property's appraisal for tax years 2012-2013 and 2013-2014 shall be set in the Grand List at \$3,600,000. This is based on valuation reductions attributable to a current 74 % leased space vacancy rate for the property.
2. The parties agree that for tax year 2014-2015, the Property's appraisal may be adjusted upward based upon any significant net increase in the leased space for the Property. The Parties agree that for the tax year 2014-2015, the Property's appraisal will not be adjusted downward based on any net decrease in the leased space for the Property.
3. For purposes of paragraph 2 above, by April 20 of 2014, the owner shall provide to the Assessor's Office the rented square footage of the Property as of April 1, 2014.
4. The parties agree that, at the end of the three years identified above, the City of Burlington's Assessor's Office will re-examine the occupancy, income, expenses and leases and make whatever adjustment to appraised value as of April 1, 2015, as deemed appropriate. Each party shall have whatever rights exist pursuant to applicable statute in regard to the Property's appraisal as of April 1, 2015 or thereafter.

Burlington Town Center waives any claim for interest accrual on a reimbursement of excess taxes paid for tax year 2012-2013 based on the above adjustment to the Property's appraisal.

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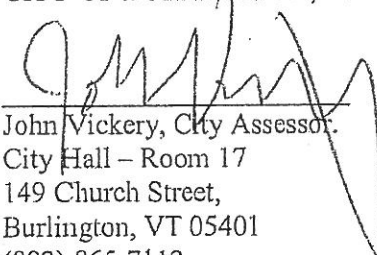
BURLINGTON CLERK
TREASURER'S OFFICE

6. This Settlement Agreement reflects the entire agreement between the parties.

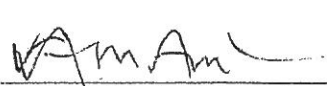
7. ~~6~~ This Settlement Agreement binds the Burlington Town Center, its successors and assigns.

DATED AT Burlington, Vermont this 24th day of September, 2013.

CITY OF BURLINGTON, VT


John Vickery, City Assessor.
City Hall - Room 17
149 Church Street,
Burlington, VT 05401
(802) 865-7112

BURLINGTON TOWN CENTER, LLC


Anthony M. Ambriano, Esq.
Sassoon & Cynrot Attorneys at Law
84 State Street
Boston, MA 02109
(617) 720-0099
Duly Authorized as
Attorney for Burlington Town Center, LLC

RECEIVED

2013 OCT - 8 A 10:55

BURLINGTON CLERK
TREASURER'S OFFICE

Dear Burlington City Councilors,

I oppose F-35 basing at the Burlington Airport.
It's too risky. **The F-35 will wreak havoc on
8000 Vermonters: extreme noise, high
crash risk, sinking property values.**

The Burlington City Council has the power to
stop the F-35 basing at the city-owned airport.

**I urge you to vote for the resolution to
stop the F-35 basing.** Thank you.

signature

name

address

<http://www.stopthef35.com>

ward

<http://saveourskiesvt.org>

Equality
FOREVER

City Councilors
c/o Joan Shannon, President
Burlington City Council
Burlington City Hall
149 Church Street
Burlington, VT 05401





BURLINGTON VT 054

Dear Burlington City Councilors,

15 OCT 2013 PM 12 T

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address

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ward

<http://sayenoughisveto.org>

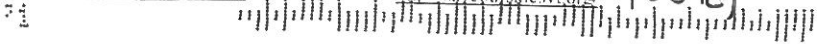


BURLINGTON
POST OFFICE

City Councilors
c/o Joan Shannon, President
Burlington City Council
Burlington City Hall
149 Church Street
Burlington, VT 05401

101 Aldred Dr. Burlington VT

05401





BURLINGTON, VT 05401

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signature

name

address

<http://www.stopthef35.com>

<http://saveourskiesvt.org>



City Councilors
c/o Joan Shannon, President
Burlington City Council
Burlington City Hall
149 Church Street
Burlington, VT 05401

78 Central Ave, S. Burlington

Owner of 22 Burlington Apartments



BURLINGTON VT 054

Dear Burlington City Councilors,

15 OCT 2012 PM 3 T

I oppose F-35 basing at the Burlington Airport.
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signature

name

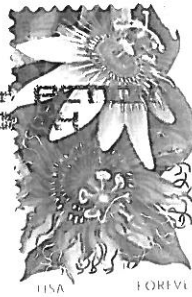
address

<http://www.stopthef35.com>

<http://saveourskiesvt.org>

ward

City Councilors
c/o Joan Shannon, President
Burlington City Council
Burlington City Hall
149 Church Street
Burlington, VT 05401





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The Burlington City Council has the power to
stop the F-35 basing at the city-owned airport.

**I urge you to vote for the resolution to
stop the F-35 basing.** Thank you.

Kate McInnis

signature

Kate McInnis

name

197 Starr Farm Rd Burlington, VT 4

address

<http://www.stopthef35.com>

ward

<http://saveourskiesvt.org>

City Councilors
c/o Joan Shannon, President
Burlington City Council
Burlington City Hall
149 Church Street
Burlington, VT 05401

55



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signature

name

address

<http://www.stopthef35.com>

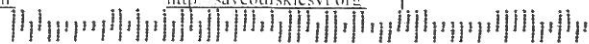
ward

<http://savecourskiesvt.org>



RECEIVED
CITY COUNCIL
OFFICE

City Councilors
c/o Joan Shannon, President
Burlington City Council
Burlington City Hall
149 Church Street
Burlington, VT 05401





MARTHA R. LANG, PH.D.
138 COLCHESTER AVENUE
BURLINGTON, VERMONT 05401
802-862-1094

10/7/13 cc handout
public forum
loj

October 7, 2013

President Shannon and
Burlington City Councilors
City Hall
149 Church Street
Burlington, VT 05401

Re: St. Joseph's School

Dear President Shannon and City Councilors:

Does the Burlington School Board on October 8th have the authority to:

"approve an option to purchase with the Diocese of Burlington in regards to the purchase of St. Joseph's School with the right of first refusal and a deposit of \$20,000 that is fully refundable if the transaction does not come through." Please see attached.

The current land transaction has not to be approved by the board of finance, much less the city council. And, with the increased building renovation costs going from \$1.6M to \$2.4M this is a debt transaction. Doesn't that mean it must go before the voters?

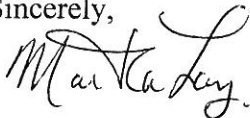
Are you aware that a survey was done by the Burlington School District and 75 percent of the respondents were opposed to the Burlington School Board purchasing St. Joseph's School?

Are you aware that perhaps the nonprofit groups located in St. Joseph's School who serve the low income population in that the area are opposed to the Burlington School District's proposed purchase of St. Joseph's School?

Does anyone know what the Burlington School District plans to use the St. Joseph's School for? I don't, despite my involvement and repeated attempts to find out.

Thank you.

Sincerely,



Martha R. Lang

- B. Infrastructure & Technology Minutes of September 3, 2013
- C. Board Minutes of September 10, 2013
- D. Curriculum Minutes of September 17, 2013
- E. Special Infrastructure & Technology Minutes of September 17, 2013
- F. Diversity & Equity Minutes of September 24, 2013
- G. Finance Minutes of September 24, 2013
- H. Curriculum Minutes of September 25, 2013
- I. Policy Advocacy Minutes of September 26, 2013
- J. Infrastructure & Technology Minutes of October 1, 2013
- K. Planning Minutes of October 1, 2013

Burlington School Board
Agenda Oct. 8 '13

8. Planning Committee

- A. Motion to allow Jessica Ferber the rights to use the Robert Campbell photos for publishing in her book with the agreement she will return the photos to the District after this use.
- B. Recommended Program Priorities for FY'15 Budget
- C. Redistricting Discussion

9. Finance Committee

- A. Recommended Priority for FY'15 Budget
- B. FY'14 End of Year Report

10. Policy/Advocacy Committee

11. Infrastructure & Technology Committee

- A. Motion to approve an option to purchase with the Diocese of Burlington in regards to the purchase of St. Joseph's School with a right of first refusal and a deposit of \$20,000 that is fully refundable if the transaction does not come through.
- B. Motion to approve move forward with the planning and design process for the redevelopment of Burlington High School as a budget priority of ITC.
- C. Motion to rent the Murray Street property for the current school year as we look into options for use and zoning allowance
- D. Motion to amend the Champlain License Agreement to include specific dates for years already approved

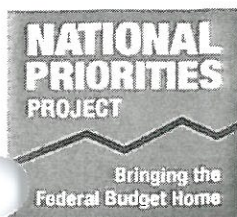
12. Curriculum Committee

13. Diversity & Equity Committee

- A. Reminder to schedule the twice a year diversity and equity training for the Board/Administrators

14. Consider Executive Session to discuss a personnel matter, where premature disclosure could place the School District at a substantial disadvantage

15. Adjournment



3 October 2013

received 10/7/13 ccmtg lo

F-35 and Burlington, VT: What's the total cost?

Background

It is well-known that the F-35 bears two dubious distinctions. It is the most expensive weapons program in U.S. history, and its technological setbacks coupled with noted cost overruns make it one of the most controversial and least effective Pentagon programs on record at a projected \$1.5 trillion total cost over its lifetime.¹

The F-35's estimated average hourly costs

The F-35 is funded out of the *federal fund*, which means it's funded in large part by U.S. federal income tax dollars. The following calculates the estimated average hourly cost from the program's inception in 2001 and continuing for 55 years through the expected lifetime of the weapon:²

- U.S. taxpayers will pay approximately \$3,113,325 every hour of every day³
- Vermont taxpayers will pay an estimated \$5,251 hourly
- Burlington taxpayers will pay an estimated \$353 hourly

What's the average annual cost equal for Burlington?

On average, *Burlington taxpayers will pay an estimated average of \$3,092,280 per year* for the F-35. That is equal to:⁴

- 3 years of Fire Department emergency medical services at \$1 million OR
- 3 years of DPW snow removal at \$1 million OR
- 2 years of library operations at \$1.5 million OR

What's the estimated total cost equal for Burlington?

Burlington federal income taxpayers will contribute approximately \$170.2 million toward the projected total \$1.5 trillion cost of the F-35. For the same amount of money, they could have:

- 55 Police officers for 24 years AND
- 55 Veterans receiving healthcare at the VA for 24 years AND
- 55 Elementary school teachers for 24 years AND

With about \$3.12 million left over

Notes:

1. About the F-35: <http://breakingdefense.com/2012/03/30/f-35-total-costs-soar-to-1-5-trillion-lockheed-defends-program/>, <http://www.propublica.org/special/the-most-expensive-fighter-jet-ever-built-by-the-numbers>
2. Lifetime of the weapon: <http://gao.gov/assets/600/591608.pdf>
3. Calculated over 55 years per GAO assessment (above)
4. Burlington city budget material for comparisons: <http://www.burlingtonvt.gov/CT/Budgets/2014-Budget/1-Summary-Reports/>, <http://www.burlingtonvt.gov/CT/Budgets/2014-Budget/16-Library/>, on page 9, note the increased tax rates to raise an additional \$839,000

Received 10/17/13 ccmt5
60

F-35 = Lockheed Martin not National Guard or We the People
By Jeffrey Haslett

In other words, Lockheed Martin and its' F-35 represents the interests of the military-industrial complex [that President Eisenhower warned us about] and not the patriotic interests of those who serve and sacrifice for the USA. Lockheed Martin, just like Wall Street, is only interested in profits and power; they do not serve the core values of our Constitution or the causes of freedom and liberty that our democratic Republic has now lost. The coup of the money-powered interests has already taken over the Republic of American. The real issues are: are you for corporatism or capitalism, are you for imperialism or democracy, are you for privatization or free enterprise, are you for prosperity for the few elites or for prosperity for the many, are you for meg-empire cartels or for small businesses, are you for a government of the corporations for the corporations or for a government of the people by the people.

For those government officials and citizens supporting the basing of the F-35 here, they should then also support the following resolutions to ensure that the full costs of basing the F-35 are borne by the Federal, State and local municipalities [not those citizens effected]. Patriots for the F-35 show your real support by passing resolutions that make the governments accountable and responsible for all the risks and associated costs of bring the F-35 to the Burlington Airport:

1. Homeowner's Value Resolution – pass a resolution to guarantee full compensate [paid for from the municipalities' budgets for all costs, not paid for by the Federal government] for homeowners displaced by the F-35 to include: 150% of market price at highest of any past values [the 50% is a premium for compensation of lose of home and time required to relocate]; full compensation for all moving expenses; all expenses for reconstruction of any special requirements for disability facilities; all real estate closing costs and all financial costs [like higher mortgage rates] resulting from the F-35 coming to the Burlington Airport. History documents that 'We the People' are never made financial whole by government created loses [while Wall Street and the mega-bankers were not only made whole, but were assisted by your tax dollars so they could make even more profits then before the systemic crash that they created].

2. Tax Revenue Lost Resolution – pass a resolution to ensure that all decreases in tax revenues will not be shifted to remaining property owners, but instead all lost tax revenues will be offset by reducing the annual expenditures of municipal governments [thereby permanently reducing the services that those municipalities provide to all of their citizens].
3. Liability for Damage Resolution – pass a resolution to both cover and insurance for any property damage, any injury, or any loss of life resulting from a crash or accident of an F-35 at the Burlington Airport [to be paid for by either Federal, State and/or local government]. In addition, all medical costs for any and all personal physical health expenses incurred by any citizens exposed to the effects of the F-35 will also be fully insured and/or paid for by the above governments.

All elected municipal legislators and chief executives of local municipal governments that support the basing of the F-35 at the Burlington Airport need to understand that if they do not support and pass the above resolutions then they are really not for F-35, because they are not willing to accept responsibility for funding the fully-loaded costs of basing the F-35. Therefore, they are being hypocritical by supporting the F-35 while asking effected homeowners and effected residences to bear a financial burden that they are not willing to pay for the F-35. Thereby they are the kind of patriots that want others to pay for their patriotism.

For those that claim to be patriots in support of the F-35, patriotism supports our military personal and 'We the People'; not the military-industrial complex as represent by Lockheed Martin. Lockheed Martin's profiteering is not patriotic, those politicians that take Lockheed Martin's lobbying payoffs are not patriotic, and Lockheed Martin's very profitable costs overruns supported by a corrupted political system are not patriotic.

True patriots should not support the F-35, just like true patriots did not support the Humvees without armor that resulted in the unnecessary death of hundreds of soldiers in Iraq. Profits over soldiers is the game and profits over people is the game. All costs for basing the F-35 anywhere should be paid for by all 'We the People' without any unshared costs being borne by just a few in the condemned Air Force areas. If not, you are not for the F-35 and should withdraw your support and vote for the patriotic use of your tax dollars.

100 Mansfield Avenue
Burlington, VT 05401
October 2013

Dear Ms. Shannon and Burlington City Councilors:

We are aware that Burlington's City Council Charter Change Committee was charged with the task of drawing up articles for a charter change which would allow the City of Burlington to adopt stricter gun laws than those of the State of Vermont. We understand that the Committee came up with the five articles below and will present them to the full city council on Oct. 21st.

1. Ban on Assault Weapons and High-Capacity Magazine Clips.
2. Require a concealed weapon permit.
3. A Ban on Firearms in Any Establishment with a Liquor License.
4. Allow Police to Seize Weapons when they are called to a domestic violence incident.
5. Requirement for Safe Storage.

We support the charter change that would allow the City of Burlington to adopt these five articles and ask that you present this letter at the October 21 meeting.
Thank you very much.

Sr. Joanne LaFreniere, RSM
joannelafraniere@hotmail.com

1. Sr. Joanne LaFreniere, RSM
2. Sr. Mary Boisselle, RSM
3. Sr. Isoline Duclos, RSM
4. Sr. Miriam Ward, RSM
5. Sr. Rose Rowan, RSM
6. Sr. Judy Fortune
7. A Marianne Read
8. Sr. Jean Marie LaFreniere, RSM
9. Sr. Rita E. Hammond, RSM
10. Sr. Ruth Ravey
11. S. Jeannine Mercure
12. Sr. Elizabeth Driscoll
13. Patricia Murtagh
14. Sr. Theresa Ste Marie

Sr. Joanne LaFreniere
MARY J. BOISELLE
Isoline M. Duclos
Miriam Ward, RSM
Rose Rowan
Judy Fortune
Marianne Read
Jean Marie LaFreniere
Rita E. Hammond
RUTH RAVEY
Jeannine Mercure
Elizabeth DRISCOLL RSM
PATRICIA MURTAGH
Theresa Ste Marie

RECEIVED
OCT 10 P 4:45
BURLINGTON CLERK
TREASURER'S OFFICE

15. Sr Gertrude Myrick

SR. GERTRUDE MYRICK

16. Sr. Helen Malbourn

SR. Helen Malbourn

17. Sr. Martha O'Brien

Sr. Martha O'Brien

18. Sr. Ann Duhaime

Sr. Ann Duhaime

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2013 OCT 10 P 4:45
BURLINGTON CLERK
TREASURER'S OFFICE



585 Pine Street • Burlington, VT 05401-4891
802/658-0300 • 802/865-7386 (TTY/Voice) • Fax: 802/865-7400

BOARD OF ELECTRIC COMMISSIONERS

SPENCER NEWMAN, CHAIR
SCOTT MOODY, VICE-CHAIR
ROBERT HERENDEEN
JEAN O'SULLIVAN
MARK STEPHENSON

RECEIVED
2013 OCT 15 A 9:23
BURLINGTON CLERK
TREASURER'S OFFICE

TO: Burlington City Council

FROM: Laura Babcock, Clerk
Board of Electric Commissioners

DATE: October 10, 2013

SUBJECT: *ELECTRIC COMMISSION ATTENDANCE RECORD*

I am including the attendance record for the members of the Board of Electric Commissioners for meetings during the last twelve months. This submission is to comply with the City Council Resolution regarding same, dated December 7, 1992 and revised on April 14, 1997.

The Commission members on average attended 92.8% of regular meetings. There were no special meetings during this time period.

/lab

cc: Mayor Miro Weinberger
Lori Olberg, Clerk/Treasurer's Office
Board of Electric Commissioners



Energy Efficiency
A Way of Life

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BOARD OF ELECTRIC COMMISSIONERS ATTENDANCE NOVEMBER 2012 THROUGH OCTOBER 2013					
Regular Meetings	(Appointed 3/26/07) Robert Herendeen	(Appointed 6/1/09) Spencer Newman	(Appointed 6/7/10) Scott Moody	(Appointed 1/10/11) Jean O'Sullivan	(Appointed 7/11/12) Mark Stephenson
11/14/12	X	X	X	X	X
12/12/12	X	X	X	X	X
01/09/13	X	X	X	X	X
02/13/13	X	X	X	X	X
03/13/13	X	X	X	X	X
04/10/13	X	X	X	0	X
05/08/13	X	X	X	X	X
06/12/13	X	X	X	X	X
07/10/12	0	X	X	X	X
08/14/12	cancelled	cancelled	cancelled	cancelled	cancelled
09/11/13	X	X	X	X	0
10/09/13	X	X	X	0	X
TOTAL	10 OF 11	11 OF 11	11 OF 11	9 OF 11	10 OF 11
SPECIAL MEETINGS					
TOTAL	0 OF 0	0 OF 0	0 OF 0	0 OF 0	0 OF 0
GRAND TOTAL	10 OF 11	11 OF 11	11 OF 11	9 OF 11	10 OF 11

X= ATTENDED

0= DID NOT ATTEND

2013 OCT 15 A 9:23
CLERK
OFFICE

RECEIVED



October 9, 2013

Honorable Miro Weinberger
Mayor
City of Burlington
City Hall
149 Church Street
Burlington, VT 05401

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

RECEIVED
2013 OCT 15 PM 1:02
BURLINGTON CLERK
TREASURER'S OFFICE

Dear Mayor Weinberger and Councilor Shannon:

I write to update you on the status of a Municipal Planning Grant application that the City of South Burlington has filed with the Vermont Agency of Commerce and Community Development.

With the endorsement of the South Burlington City Council and support of Gene Richards at the Burlington International Airport we have met the deadline for filing an application for a Municipal Planning Grant (MPG). This application along with many others will soon be considered in a competitive review process by the Agency.

As you know, the grant will support a collaborative process with an emphasis on significant engagement of the greater BTV/Chamberlin School neighborhood to plan for future uses of property purchased or soon to be purchased under the federal noise abatement program. Clearly all parties; the City of Burlington/BTV, the City of South Burlington and most notably the South Burlington residents living in the neighborhood have great interest in the future uses of that area.

We hope to hear back from the Agency sometime in November. We will then look to develop a plan for engaging various stakeholders in the planning process. I will let you know of the decision on the MPG as soon as we receive notification.

Beyond the MPG opportunity we may seek additional support for this important planning project through the Chittenden County Regional Planning Commission. It is our view that issues associated with access to the Airport and the future use of the properties in question are of a regional interest as well. I will certainly keep you apprised of those opportunities as they are identified.

Thank you very much for your support and leadership on these issues that are so important to both communities and the neighborhood.

Respectfully,


Kevin Dorn
Interim City Manager

CC: South Burlington City Council
Gene Richards, Director of Aviation, BTV



Office of Mayor Miro Weinberger

MEMORANDUM

To: City Councilors
From: Mayor Miro Weinberger
Date: October 16, 2013
Re: Pension Summit Draft Proposal

Attached for your consideration please find a draft Pension Summit program written in accordance with the City Council Resolution "Convening of a Summit to Discuss the Underfunding of the City's Pension Plan and to Explore Options to Address Unfunded Liability" adopted August 12, 2013. The Resolution is also attached. Consistent with the Resolution, the draft proposal is a product of a committee I appointed and feedback from the four bargaining units representing City employees, the Board of the Burlington Employee Retirement System (BERS), two individuals owning commercial property in Burlington, two non-union City employees, and the Board of Finance. I respectfully request, pursuant to line 51 of the Resolution, that the Council approve the program.

We have conducted extensive outreach in an effort to capture as broad a range of thoughts and opinions as possible, and the program has been designed to cover items specified in lines 53 – 66 of the Resolution. I am pleased to announce that State Treasurer Beth Pearce, representatives from all four bargaining units in the City of Burlington, and members of my Administration have agreed to take part in the Pension Summit, and my Administration also has extended an invitation to BERS members to join the final question and answer session.

I thank the City Council for its efforts to promote the important idea of a Pension Summit that will engage so many of our community stakeholders. Pending your approval of the proposed program, the Pension Summit will take place on November 5, 2013 from 5 – 8pm in Contois Auditorium.

Thank you.

WHY THE BURLINGTON RETIREMENT SYSTEM MATTERS

Draft Proposal for a Potential Retirement Summit

Date & Time: November 5, 2013 from 5pm – 8:10pm

Location: Contois Auditorium

Forum: Open to the public and able to accommodate 200 or more people; food provided

Goals of the Council Resolution for the Pension Summit:

- Educate the public, the City Council, City Employees, and unions on the status of the City of Burlington Retirement System
- Explain the causes of the current situation and the implications for our community
- Convey a sense of immediacy about a long-term issue
- Facilitate community input

5:00pm – 5:10pm

Registration & Food Provided

5:10pm – 5:15pm

Welcome and Session 1 Introduction by Mayor Miro Weinberger

5:15pm – 6:05pm

Session 1: The Retirement System – Why It is Important

Part I: Pension 101 – Conversation with State Treasurer Beth Pearce and Ward 6 City Councilor Karen Paul

Part II: Panel - Why the Retirement System is Important and the Impact on Citizens of a Healthy System with Human Resources Director Susan Leonard, Burlington Police Chief Michael Schirling, AFSCME Council 93 George Lovell, President of Vermont AFL-CIO, Burlington Fire Fighters Association Local 3044 President Joe Keenan, Burlington Police Officers Association President John Federico, and International Brotherhood of Electric Workers Local 300 President Jeffrey Wimette

6:10pm – 7:00pm

Session 2: Our System – Where We Are and How We Got Here

Presentation by Former City Attorney Joe McNeil, Representative from Buck Consultants, and Chief Administrative Officer Bob Rusten

7:10pm – 8:00pm

Session 3: Keynote Speech: Stories from other Communities and a Path Forward

Part I: Elizabeth Kellar, President and CEO of the Center for State and Local Government Excellence

Part II: Public Forum Q&A for all Speakers and BERS Board Members from attendees, call-ins, & internet (the time available for Q&A may be extended)

8:00pm – 8:10pm

Closing Remarks on Next Steps from Mayor Weinberger and City Council President Joan Shannon



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

Celebrating 30 Years ~ 1983-2013

Communication

Date: October 16, 2013

To: Burlington City Council

From: Nathan Wildfire, CEDO

Subject: **Public Investment Action Plan (PIAP) Check-in**

By the time you read this memo, the final PIAP proposals will be in! It has been a few months since my last update and I wanted to review both where we've come from since our kick-off last February and what's next in the process.

As of June 4th, 29 concept proposals were advanced by the Public Investment Team to move on the final Request for Proposals (RFP) round of the Public Investment Action Plan. (All concept proposals, with online and Open House comments from the public, can be found here: <http://www.burlingtonvt.gov/cedo/piap.aspx?t=s>.) On July 22, 2013, the final RFP (which included input from many City departments and final editing from the Public Investment Team) was released to the 29 finalists. Between July 22 and October 17th CEDO staff had meetings with all concept proposers hoping to advance their project through the RFP stage. These meetings focused on a review of eligibility for Tax Increment Financing (TIF), likely regulatory hurdles each project might face, and a review of progress since initial concept proposals were received in April. Subsequently, many projects chose to combine their efforts, several dropped out entirely, and others chose to pursue their project goals through other funding means.

As the 90 day RFP period continued, many projects received technical assistance from not just CEDO staff, but also other departments, including BCA, DPW, Parks and Recreation, our City Attorney's office, and others.

Moving forward, all projects will be again posted online for public viewing and comment. Open Houses are again being scheduled so that the public can see hard copies of the proposals and make comments. All of these comments will then be received by the Public Investment Team to assist in their evaluation of the received proposals. The Public Investment Team will review the proposals and score them, based on the scoring criteria presented in the RFP. (See attached RFP, and stay-tuned for the scheduling of the public presentations and review of the proposals by the Public Investment Team.)

The Public Investment Team review and recommendations will assist the Mayor in preparing a slate of projects to go before City Council in January. City Council will vote whether or not to go before the voters on Town Meeting Day, 2014. Between the Public Investment Team's recommendations and the January Council vote, it is expected that all projects on the project slate will continue to refine their projects based on input from various regulatory bodies and committees that play a role on the Waterfront, and recommendations from the Public Investment Team and staff.

The amount of collaboration between the public and private sectors throughout this process has been inspiring. So many people have participated, whether as project proposers, consultants and advisors to proposers, or to give public comments on concepts. Others have given input to the process through memos from various committees. The process has taken in public comments at neighborhood planning associations, committees that play a role on the Waterfront, and partnerships with the universities and Burlington High School. It is also important to note the countless hours contributed by the Public Investment Team to both refining our process and to reviewing the proposals.

Based on the great outcomes so far, staff welcomes continued input into this ever-evolving 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
Chapin Spencer, DPW
Peter Owens, CEDO
Doreen Kraft, BCA
Barbara Grimes, BED
Jesse Bridges, Parks and Rec
Eileen Blackwood, City Attorney



Office of Mayor Miro Weinberger

MEMORANDUM

To: City Councilors
From: Mayor Miro Weinberger
Date: October 16, 2013
Re: Proposed Maker Space in Memorial Auditorium

I am writing to brief you on an exciting conversation underway about using the Annex at Memorial Auditorium as a Maker Space, called Generator. The attached materials describe what is being considered. I thought it was important that you be aware of this effort, as there will be much public conversation about a potential Maker Space in the coming weeks, including an announcement on Friday at Tech Jam of the proposed Generator Space in Memorial.

As some of you know, a supporting zoning amendment enabling this use at Memorial has made its way through the Planning Commission and the Ordinance Committee. While the amendment currently is the law, final approval of the amendment will come before the Council at your November 4 meeting.

We are well advanced in lease discussions and are close to signing a Letter of Intent that will be the basis of a lease between the City and Generator. It is important to note that any lease would be structured so as not to interfere with possible redevelopment plans for Memorial, which have been discussed for many years and which we are continuing to explore. There are, however, numerous details that need to be resolved before a lease is ready for Council action. In the meantime, it would be helpful to hear any concerns or questions you have about this potential use of Memorial.

Thank you.



October 16, 2013

Dear Burlington City Council Members,

I am writing you on behalf of community leaders who have banded together as volunteers to establish GENERATOR, a non-profit community maker space. We hope to make the Annex of Memorial Auditorium our first home, a plan endorsed by CEDO, Parks & Recreation, and BCA.

In order to do this, a zoning change is required for Memorial Auditorium to allow for the type of activities we contemplate. We have shepherded this zoning change through two regular Planning Commission meetings where it has been unanimously endorsed and warmly received during public comment by at least a half dozen participants. There were no negative comments. The proposal was subsequently heard by the Ordinance Committee in early October. While the amendment currently is the law, final approval of the amendment will come before the Council at your November 4 meeting. A copy of the original zoning change request is included with this communication.

What's a maker space? What kinds of activities go on?

The attachments below provide a short answer and will be included in your printed packet, but for your convenience, we refer you as well to online sources that discuss the highly successful Artisan's Asylum, a maker space in Somerville, Mass and the model early on for our own efforts. We have made numerous site visits, and brought the founder to Burlington to consult. In a day-long exchange, he toured potential locations and addressed representatives from CEDO, UVM, IBM, BCA, Champlain College, state economic development and education folks, community leaders, and local philanthropists.

Here's a short video from The Economist on economic development that features Artisan.
<http://www.economist.com/blogs/babbage/2013/08/community-start-ups>

Their website shows an emphasis on education: http://artisansasylum.com/?page_id=215

We are working on our business plan based on a careful study of the demographics in Burlington and the specific needs of our maker community. Our goal is to operate off of earned income and to use our fundraising efforts for scholarship, capital improvements, and expansion. As for our partners, UVM, Champlain College, Burlington College, BCA, Parks and Recreation, and Burlington Telecom have joined our effort and made verbal commitments to provide funding, technical assistance, and/or community education through Generator.

Attached is a thumbnail look at Generator and its governing team, a blueprint in progress for our layout of the Annex space, and a copy of the zoning request that will come before the commission.

Thanks for your time on this and, we hope, your enthusiasm! We think it's a great thing for Burlington and we're committed to doing it right. If you have any questions, please be in touch now or later, and look forward to seeing you at the meeting.

Michael Metz,
on behalf of The Generator Team
802 598 6982

Incase you did not know, Generator—Burlington's new Makerspace—is a combination of artist studio, classroom, and business incubator focused on the act of making things. If all goes according to plan, Generator will open its doors spring 2014 in the Annex of Memorial Auditorium.

Makers of all kinds— artists, artisans, entrepreneurs, and weekend tinkerers — are invited to sign-up for membership, rent a studio space, or take a class.

>>**Makerspaces are . . .**

A unique combination of artist studio, shop class and business incubator focused on the act of making things. Evolved from the DIY culture and fueled by the free flow of information in the digital age, the maker movement has blossomed with makerspaces being increasingly in demand.

>>**Hotbeds of Innovation**

Makerspaces exist at the intersection of art, science and technology and as such create communities of collaboration between artists, engineers, entrepreneurs and artisans. This hybrid hive of activity creates a fertile environment for innovation, creativity and idea fulfillment.

>>**Emphasis on Education**

Makerspaces offer a diverse range of classes to both members and the community-at-large. In addition they foster the informal sharing of expertise on both individual and collaborative projects.

>>**Tools, Studios, Classes and Cultural Programming**

In addition to classes, makerspaces offer: small inexpensive studios for rent; a range of shared tools from 3D printers and electronics fabrication, to traditional metal and wood shop tools; as well as technology and innovation-focused cultural programming

>>**Based Upon Successful Model**

Generator's concept is based upon the highly successful Somerville, MA makerspace, Artisan's Asylum. After two expansions it now occupies 45,000 sq ft, has 250+ members and offers 20+ classes per month. Founder Gui Cavalcanti is consulting on Generator's project plan.

>>**New Business Creation**

Somerville's local government credits Artisan's Asylum with doubling the city's number of light fabrication companies within its three years of operation at its current location. Artisan's Asylum is also home to millions in Kickstarter dollars including a \$1.8 million investment in a 3D pen.

>>**Downtown Location**

The central location of Memorial's Annex is ideally suited to Generator's goals of community outreach and accessibility for classes. Its proximity to the Fletcher Free Library is also ideal; as many libraries nationwide seek to establish makerspaces as extensions of their educational missions. Finally, thanks to Burlington Telecom's investment in improved Internet delivery, the Annex space will allow Generator to provide its patrons with highly desirable and unparalleled computing power— exciting news for makers in the digital arts.

Generator will be a bustling hotbed of community activity and innovation. Launching and supporting this space requires investment – both in dollars and in effort. We are looking to you to help us spread the word and send interested parties our way! In addition, we are seeking grant funding and would welcome any help in identifying grants that might fit our mission. If you or someone you know may be interested in this opportunity, please contact generatorvermont@gmail.com.

Thank you for helping lead the way in this promising new venture! Stay tuned for more updates! For more information about Generator please visit: www.generatorvermont.com

>> Generator Team

John Cohn is a fellow at IBM, Essex Junction, a founding member of the Vermont Makers, on the Board of Directors at the Echo Center, and all-around mad scientist, self-described but only because he beat us to it.

Dan Harvey is the Assistant Dean at the University of Vermont's Graduate College as well as Business Operations Manager for the Office of the Vice President for Research. Prior to arriving at UVM in 2005, Dan was the General Manager of VPT, Vermont's public television network. He has been on the Burlington City Arts advisory board for eleven years, serving as president from 2004-2013

Ken Howell is a professor in Champlain College's Division of Communication & Creative Media, a founding member of the Vermont Makers, an organizer of the Champlain Maker Faire, and artist. His longstanding interest in work that happens at the intersection of art, technology, and communication has informed most of his activities including the recent genesis and launch of maker space at Champlain College's Miller Center building.

Doreen Kraft is the long-time Executive Director of Burlington City Arts and has overseen its impressive growth over the last xx years. Doreen's ability to shepherd projects through City process has resulted in increases in programs, staff, budget, and in the creation of studio and gallery space including the nationally-recognized, historically-preserved BCA Center.

Michael Metz is a materials scientist, a business consultant in precious metals technology, a photographer, and an active board member of BCA, The BCA Foundation, Champlain College, and the Vermont Community Foundation. He has extensive non-profit development experience, served as the chair of two successful multimillion-dollar capital campaigns, and has a long-standing interest in art, education and technology.

Christy Mitchell is an entrepreneur with over ten years of creative facilitation and arts management experience. She has reclaimed four industrial spaces in Burlington for working artists, and oversees, at present, over thirty studios with another eight in development, and two galleries including S.P.A.C.E. She also serves as associate director of the South End Arts and Business Association.

Denise Shekerjian is an attorney and writer with a long-time interest in the creative process. She is the author of *Uncommon Genius*, a look at creativity based on a group of MacArthur Prize winners. She is also the author of literary essays and a blog, and has experimental work in progress. She is a longtime supporter of arts and education, and has longstanding friendships with BCA and Champlain College.

Chris Thompson is an artist and maker focused on art and technology with 20 years of experience in corporate technology management, and four years as the curator at the BCA center where he organized over 30 exhibitions. Chris is also a member of Vermont Makers and is involved in the creation of maker space at Champlain College including the development of curriculum.

Doug Webster is the Career and Technical Education Coordinator for the Vermont Agency of Education as well as an active participant of CMF Innovations, which promotes maker activities nationally. He has also produced and hosted an educational show on the culture of innovation, and is President of the National Association for Workforce Improvement, which focuses on innovation education.

>> Key Employees:

Jen Adrian is a graphic designer with close to twenty years in the field of design and marketing. She splits her time between the Emergent Media Center at Champlain College as a Creative Project Manager and principal of Jen Adrian Design. A recent groupie to the local Vermont Maker scene and one of the facilitators of the Champlain College Makers Lab.

Rob Rock-TBD





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

July 23, 2013

Burlington Planning Commission
149 Church St.
Burlington, VT 05401

Dear Members of the Planning Commission:

Please accept this letter as a request for a zoning amendment to expand industrial uses in the following zones: Downtown, Downtown Transition, Neighborhood Mixed Use, and Neighborhood Activity Centers. Industrial uses are being more and more integrated into the community. For example, the group of "Makers" in Burlington hope to provide a small-scale manufacturing facility that would be open to the community for classes and equipment rental that would allow people to do welding, woodworking, fiber arts, robotics, 3D printing, electrical fabrication, and a host of other activities. A food processing facility would be similarly community-driven, offering classes, training, and preparation space for startup businesses. CEDO talks with business owners weekly who are very much in need of a commercial kitchen space, and there is nothing that can meet that need in Burlington. As such, they take their businesses elsewhere or pay for rental kitchen space outside of our community.

Two locations that have come up as good potential spaces for these uses include the old cinema space at the Ethan Allen Shopping Center in the New North End, and Memorial Auditorium in the downtown. Both spaces have between 4,000 and 7,000 square feet of space available, making them ideal for small-scale industrial uses. It is our observation that the two enterprise zones in the city are not adequate to meet the demands for this type of use, and we believe these zones should be expanded. We want to be clear that the use of Memorial Auditorium in this capacity would be temporary, until such time as the city has a plan for the building. For now, it would allow us to turn a building that costs \$150,000 a year to manage into a revenue-generating asset that would bring vitality to the community.

Situating these hubs of creative energy in the midst of the community rather than relegating them to the outskirts would have a great benefit to the community and business owners, while increasing the city's revenue. People want to stay in Burlington with these types of businesses, but as the current development ordinance is structured, they are finding it hard to do so. We understand that there might be concerns about various nuisances arising from industrial use, so we believe that making these uses Conditional Uses would allow the Commission a great deal of control over these activities in the future.

We look forward to discussing this issue with you, and thank you for your time and consideration of this request.

Sincerely,

Peter Owens, CEDO

Jesse Bridges, Parks and Recreation



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 TUESDAY, SEPTEMBER 3, 2013

MINUTES

PRESENT: Mayor Weinberger, Councilors Bushor, Aubin, and Knodell

ABSENT: City Council President Shannon, CAO Rusten

ALSO PRESENT: Amy Bovee, C/T; Brian Pine, Darlene Kehoe, Peter Owens, CEDO; John Vickery, Assessor; Brian Lowe, Mike Kanarick, Mayor's Office; Paul Alexander, BED; Ron Redmond, Church Street Marketplace; ACAO Goodwin (Phone); David Provost, Champlain College; Martha Lang, Ward 1 Resident

1. Agenda

Councilor Bushor requested they add a discussion about Violence in the City to the agenda. Mayor Weinberger added this as item 12.

Councilors Aubin and Bushor made a motion to adopt the agenda as amended. The motion passed unanimously.

2. Public Forum

Martha Lang, Ward 1 Resident, spoke about the School Department's proposed real estate transaction.

3. Approval of the Board of Finance Minutes

a. June 24, 2013

b. July 8, 2013

Councilor Bushor noted a correction to the spelling of a Public Forum speaker's name in the June 24 minutes.

Councilors Bushor and Aubin made a motion to approve the minutes. The motion passed unanimously.

c. August 5, 2013

Councilor Bushor noted that the vote on the Burlington Telecom Reorganization took place in open session and not executive session.

Councilors Bushor and Aubin made a motion to approve the minutes as amended. The motion passed unanimously.

4. Property/Boiler and Machinery Insurance Renewal – BED

Councilors Knodell and Aubin made a motion to approve the insurance renewal.

Councilor Knodell noted that that the cost will exceed the budgeted amount. She inquired what the plan to absorb the cost will be. Paul Alexander, BED, stated the budget is done in December and they try to project the changes that will occur by October 1. This is their largest budgeted line so they bring it to the Board of Finance each year. They had projected a 7.5% increase. The total property value increased by 8%, which was the biggest driver of the increase. The insurance rate only went up by 4.63%. The two together resulted in the 13% increase overall.

Councilor Bushor stated she believed that Burlington Electric would be able to stay within their budget for this fiscal year, but they would have to plan for the next fiscal year. Mr. Alexander stated there are multiple lines that come in above or below what was budgeted. This went up by \$26,000, but there are other lines that were well below what was projected. Next year, if the trends show they will have an increase in property values, they will build that into their budget. The rate is quite good. Insurance is cyclical and they are currently in a hard market.

Councilor Knodell inquired if the respondents to this RFP look at BED's risk management program when determining their pricing. Mr. Alexander stated they have received a 5-10% discount because of his background and his ability to negotiate with brokers. That is helpful in a hard market, but does not absorb the total amount.

The motion passed unanimously.

Councilor Bushor noted that this item will require a resolution when presented to City Council.

5. Authorization for Step Placement for Mayoral Projects Coordinator – HR

Mayor Weinberger stated they have hired Brian Lowe as their Mayoral Projects Coordinator. They brought this forward because there was an assumption in some of the documents during the reorganization that the person would be hired at Step 1. They are instead proposing a Step 3. They have given the administration the ability to make these placements up to Step 7, but they felt they should present this for clarity.

Councilors Bushor and Aubin made a motion to approve the step placement. The motion passed unanimously.

6. Authorization for Agreement for Kiosk with B Hospitality Group – Marketplace

The Board addressed an item to allow the Church Street Marketplace Office to sign a lease a kiosk to B Hospitality Group.

Councilors Knodell and Bushor made a motion to authorize renewing the license agreement. The motion passed unanimously.

7. Authorization for FY14 Americorps Budget Adjustments – CEDO

Councilors Bushor and Knodell made a motion to approve the budget adjustments.

Councilor Aubin stated he had a difficult time determining what money was carrying over from FY13 to FY14. Darlene Kehoe, CEDO, stated Americorps runs from September 1 to August 31. When this was prepared, they did not know what the unspent money would be. This moves money that will be spent to the FY14 budget.

Councilor Knodell inquired if they can carry over any amount indefinitely. Ms. Kehoe stated that they program ran through August 31. They are just amending the FY14 budget to reflect actual expenses in this year.

Councilor Bushor inquired if they saved money on health, dental, and life insurance. Ms. Kehoe stated that adjustment will correct an error in the prepared budget. They had prepared the budget for twelve months, but they were then directed to prepare the budget only for two months. This adjusts for those two months.

The motion passed unanimously.

8. Authorization for Sale of Browns Courts Municipal Parking Lot – CEDO

Brian Pine, CEDO, stated they are requesting approval for the sale of the municipal parking lot known as Browns Court. The City acquired this property in the 1950s. It was previously homes and a gas station. It has operated as a parking lot since that time. They have considered constructing a parking garage, but found it was not feasible. CEDO has always considered it as a development site that could be more useful than a surface parking lot. City Council passed a resolution directing CEDO to look at all surface parking lots and to build housing on as many as possible. Municipal policy states that surface parking lots in the downtown are one of the least efficient uses of land that they could have. This is a win-win because the development of housing on this property will also result in public parking spaces. City Council approved a Request for Qualifications to encourage the development of mixed income rental properties on this site. They received about 6 proposals. All were deemed qualified. That was during the Zoning Rewrite project, so they decided not to move forward. In 2009, the Eagles Club decided to sell their property and Champlain College purchased it. They did not proceed with development of the parking lot, but they remained in communication with Champlain College about their plans for the Eagles property. It became clear that Champlain could meet a significant obligation of housing their students if they were to purchase this property, which is adjacent to the Eagles Club property. They commissioned an appraisal which appraised it at \$1,075,000. They stated the best use would be residential. They projected they could build 35-40 apartments on just the parking lot itself. Annual taxes would be approximately \$3,000 per unit, resulting in about \$120,000 of revenue for the City. The approach is that Champlain will pay slightly above market value to purchase the lot and will pay property taxes on the market value. The purchase price is \$1,100,000. The City will continue to operate the parking lot until Champlain is ready to proceed with site development. The parking lot generates about \$30,000 per year in parking revenue. That does not include maintenance and the cost of patrolling the lot. Champlain is going to endeavor to maintain the same number of spaces to be available to the public.

David Provost, Champlain College, stated that both parcels will be taxable. They will be using a third party developer who will own the building. They believe the taxes would be in the

\$300,000-\$400,000 range. It is currently not on the tax rolls and is generating only \$30,000 in parking revenue.

Councilor Bushor inquired if the taxes on the property would remain the same even if Champlain were to make improvements. Mr. Provost stated the owner of the building will be Eagles Nest LLC, a fully taxable entity. They will be subject to property tax. Champlain will not own the building. In purchasing the land, Champlain will pay any property taxes that are currently paid. That is dictated by a State Statute that says a non-profit cannot hurt the tax rolls. If Champlain were to develop the land, the improvements would not be taxable. If Champlain buys the building, there will be an appraised value and Champlain will have to continue to pay taxes on that appraised value. Mr. Pine stated this is in the Downtown TIF District. Councilor Bushor inquired about the spaces that will be available to the public. Mr. Provost stated they believe there are 38 spaces. They are willing to make the same number of spaces available to the public because the City will be losing them. They will be metered parking spaces and they will require some students living there to park in off-site locations. Councilor Bushor inquired if Champlain will be paying taxes on the parking lot while the City is using it as a parking lot. Mr. Pine stated that they do not expect Champlain to pay taxes while they are operating it as a municipal parking lot. Mayor Weinberger stated Champlain plans to move forward on this as quickly as possible, so the time period where this will be operated as a parking lot will be small. Councilor Bushor inquired what they will do after the spaces have been eliminated but before the new spaces are available. Mr. Pine stated they have not accounted for finding replacement spaces during that time period. The analysis in planBTV showed that there is an excess of available parking, despite the perception that parking is scarce. Councilor Bushor stated The Flynn uses that space. Mr. Pine stated The Flynn is aware of the issues, and they are also constrained by a hotel project in the same area. Councilor Bushor stated she does support this, but she does not know who parks there. She understands what planBTV says, but she would want to know if she would be losing her regular space so she could find another place to park. Mr. Pine stated they have considered flyering the windshields of the cars in the lot. It is primarily used by downtown workers who pay 25 cents for 40 minutes of parking. It operates at about 65% occupancy. Mayor Weinberger stated they have been able to test this, as the hotel project is occupying 15 of those spaces 24 hours a day. So far there have been no complaints.

Councilor Knodell stated since this is in the TIF district, the tax revenue will be used to retire debt that will be incurred in that district. Mayor Weinberger stated the rules are different in the Downtown TIF district, so they will receive 25% of the tax revenue from this parcel. There will be some new taxes as a result of this. Councilor Knodell requested they explain how the property will be managed when this is presented to the full Council.

Councilor Bushor requested they explain to the full Council how this will impact the Downtown TIF District. Mr. Pine agreed to provide that information. Mayor Weinberger noted that there have been no investments in the Downtown TIF District yet. Councilor Knodell inquired if there will be any investments as a result of this project. Mr. Pine stated there is nothing currently planned. Mr. Provost stated they may look at the projects occurring in this area more broadly to see if there is a need for some type of investment. Mayor Weinberger stated there will be significant change on that block, but no plan has been committed to.

Councilors Knodell and Aubin made a motion to approve the sale. The motion passed unanimously.

A member of the audience, Martha Lang, inquired about the appraisal of the lot and the affordable housing required by the zoning of the. Mr. Pine stated the value discussed is for the parking lot only. It is \$1,075,000. This is separate from the Eagles Club itself. Mr. Provost stated the College paid \$1.5 million. Mr. Pine stated the building will not be dormitories, but apartments. They have discussed meeting the affordable housing requirements by having an agreement with the developer to have 15% of the apartments available to students who qualify for certain financial aid programs.

9. Authorization to Accept Grant for Pine Street Pedestrian Signalization – Mayor

Mayor Weinberger stated they have decided to accept a grant, which he interpreted as budget-neutral because they already budgeted the matching funds. There was a concern that something different was meant by accepting budget-neutral grants, so they decided to present this to the Board. They are moving forward and hope to have this in the ground by the end of the construction season. He requested clarification from the Board about whether this should require their approval.

Councilor Bushor stated she believes this should have been presented to them, as they only discussed accepting grants that did not have a local match. She does support this. She was unclear if they could accept grants without approval if the local match was anticipated in the budget. She requested that they include clarifying language in the resolution delegating this authority. She understands that the administration should accept grants, but as a City Councilor, she wants to know what grants they have accepted and what is being done with the money. She would like the administration to provide that information to the Board to keep them informed. Mayor Weinberger stated his understanding was that the administration was required to provide quarterly reports. Councilor Bushor stated she understands that, but feels the Council should be aware. She would rather find out about things like this from the administration rather than the newspaper. She would like a report outlining what grants they have accepted.

Councilor Aubin stated his understanding was that it would only require Board of Finance approval if money will be required down the line that has not already been budgeted for. He feels that they could accept a grant when money has already been budgeted for, though he can see where the confusion came from.

Councilor Knodell stated it makes sense that if they approved a budget with a local match in it, it should be fine for them to accept grants under \$100,000. She would want to see it if the local match was higher than what was budgeted.

Mayor Weinberger suggested they provide more clarification when the resolution is rewritten after December. They could have a standing agenda item listing any grants that they accepted. Councilor Bushor stated she would agree with that.

Councilors Bushor and Aubin made a motion to accept the grant. The motion passed unanimously.

10. Approval of City Investment Policy – C/T

ACAO Goodwin stated they are seeking approval for an investment policy. The policy will give the Clerk/Treasurer's Office the authority to invest \$5 million in very safe investments. They are doing this because they have reduced their reliance on short term borrowing and have done no short term borrowing in tax anticipation notes this year. The cash position is stronger, which will allow them to invest excess cash and will result in a new revenue stream.

Councilor Aubin inquired if this is a new policy. ACAO Goodwin stated this has never been done before. The City has not been in a cash position to invest. The existing cash position is the best it has been in over seven years. It is a new policy. This is an opportunity for the City to invest a small amount of money. They can expect a return between 1.75%-2.75%. If they could invest \$5 million and get a 2% return, this would be new money that was not budgeted. This policy has been shared with the auditors and they agree with the strategy. It is also allowed under the City Charter. Councilor Aubin stated he is in favor of this and it makes sense.

Mayor Weinberger inquired if the Council should weigh in on this. ACAO Goodwin stated it should be reviewed by Board of Finance and adopted by City Council.

Councilor Bushor stated she has reservations about this. Taxpayers want to be taxed so they can afford City services and have some money left over for a rainy day. She does not see the City as a business making investments. They went to the citizens and told them they needed an infusion of money. She is now hearing that they are financially sound and can invest \$5 million, which they just asked the citizens for. Having a policy is good, but they function with Ordinances and a Charter. They should have a dialogue about where this money is coming from. She is frustrated because they ask for information like the status of pooled cash and are told that information is not available. They were also told that they needed an infusion of money, and are now being told that they have never been so financially sound. She does not have documentation for any of that. Mayor Weinberger stated they are in this cash position because of the sale of the Fiscal Stability Bonds, which resulted in the infusion of \$9 million. The reason for doing that was so they could rely on that money rather than Tax Anticipation Notes. They have replaced that short term borrowing with long term amortizing debt. However, there is a cost to the borrowing. They have borrowed \$9 million and are paying interest on it. However, they do not need to spend that full amount at all times. The balance will go up and down. He shares frustrations that they are not able to tell where balances are at. This will allow them to invest this money so that it will earn some income. They are paying about 5% for the fiscal stability bond. If they can earn 1.5%-2.5%, it minimizes the cost to taxpayers. It is sensible, unless they take undue risk with it. The investment vehicles listed in the policy are all very safe.

Councilor Bushor stated some of the ways to invest that they listed have a penalty for withdrawing money early. That would defeat the benefit of that investment. Councilor Knodell stated they would have projected their liquidity needs and they will not need the money that has been invested. ACAO Goodwin stated they are looking for approval to invest up to \$5 million. They will not necessarily invest the whole amount. They did a refinance for the Airport Bonds and were able to reduce their debt load by \$300,000. They were required to put money in a reserve account in the amount of \$1.6 million. The bond covenant allowed them to invest that money in conservative AAA investments. They have invested approximately \$700,000 that was sitting in a reserve account making no money and it is now returning 2%. When they are allowed to invest excess cash, it reduces the interest costs with the return on the investment. Councilor Bushor stated she feels the full Council should have a chance to weigh in on this. She requested a

brief presentation from the administration at the next Council meeting. She suggested forward this to the Council for their information before making a recommendation.

Councilor Knodell inquired if this is the first time they have had this kind of policy. Mayor Weinberger stated he feels it is wise to have a policy, and is unsure if there was one in the past. ACAO Goodwin stated the auditors have stated they want something in writing. This is the first time that has happened to his knowledge. The City has invested less than \$300,000 annually over the past 7 years. There have been cash balances, but they have not used them to invest. Councilor Knodell stated she does not see anything controversial in the policy and feels it would be fine to forward it to the Council for comments. She appreciates the recognition that this is some interest income, but there is also an interest expense associated with the source of the funds. Mayor Weinberger inquired if the auditors included the creation of an investment policy in the management letter. ACAO Goodwin stated it was not in the management letter, but the auditors have recommended it in the past. They have also heard this from the financial advisors and Moody's.

Councilor Knodell suggested that they include a minimum rating for public debt.

Mayor Weinberger stated they will forward the policy to the Council and provide a brief presentation. He requested the CAO's office draft a brief memo with some background information. After the presentation to the City Council, the Board of Finance will address this item again to make a recommendation before it returns to the full Council for adoption.

11. Approval for Special Meeting on September 11 – C/T

Mayor Weinberger stated they are in the process of selling new bonds for \$7 million authorized by the Charter and approved in the budget. They will have terms to accept at a special meeting on September 11. ACAO Goodwin stated they get the best rates on Wednesday, which is why they will need a special meeting. They will seek Board of Finance approval. Once it is granted, they have 24 hours to accept the offer.

12. Update from Mayor on Violence in the City

Councilor Bushor stated she received a call about activity over the weekend that was perceived to be gunshots. There is a perception that there are things going on in the City that are making people uneasy. It seems that there has been an outbreak of more violent crimes. She wanted the Mayor to be aware of this. Sometimes people do not know the resolution to these issues and rely on the media. They could let people know if these are isolated incidents or not. People are looking for a better understanding about what is going on. Mayor Weinberger stated he will speak with the Police Chief. Councilor Knodell stated she called the chief after she received a call from a citizen. The average resident does not know what is happening and it creates a lot of uncertainty. Mayor Weinberger stated that there is information in the media, but communicating more broadly may be helpful. Councilor Bushor stated one community member told her he had family members visiting. They were sure they had heard gunshots, but he was sure they were firecrackers. It turned out to be gunshots, and he felt uncomfortable about discounting firecracker sounds. Councilor Knodell stated there were no gunshots in this incident. The Public Safety Committee has been working on this issue and have been working with the Police to find ways to get information out to the community. Mayor Weinberger stated they have exceptionally low

violent crime rates in the City, though they do have some property crimes.

Without objection, Mayor Weinberger adjourned the Board of Finance meeting at 6:24 pm.



OFFICE OF THE CLERK/TREASURER

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BOARD OF FINANCE

WEDNESDAY, SEPTEMBER 11, 2013

MINUTES

PRESENT: Mayor Weinberger; City Council President Shannon, Councilors Bushor, Knodell, and Aubin; CAO Rusten

ALSO PRESENT: Councilor Paul, ACAO Goodwin, Norm Baldwin, DPW, Thomas Melloni, Burak, Anderson, and Melloni

1. Agenda

On a motion by City Council President Shannon and Councilor Knodell, the agenda was adopted unanimously as presented.

2. Public Forum

Martha Lang, Ward 1 Resident, spoke about the School Department's proposed real estate transaction.

3. Authorization for Creation of DPW Capital Improvement Program Manager Position – HR

Councilors Bushor and Knodell made a motion to approve the creation of the position.

Mayor Weinberger stated they have a \$2 million per year capital budget but they struggle to make those investments. They will dedicate someone to focus on what investments will be made. They have now gone through the process of scoring the position and creating the job description.

Councilor Knodell inquired why the position is classified as limited service. Norm Baldwin, DPW, stated they thought they would see how the position goes for the first fiscal year. Councilor Knodell inquired if it is possible if this will be a longer term job. Mr. Baldwin stated it is very possible.

The motion passed unanimously.

4. Authorization for \$7 Million General Obligation Bond – C/T

Mayor Weinberger stated this money is for capital improvements and repairs, the School Department, and the Burlington Electric Department.

Thomas Melloni, Burak, Anderson, and Melloni, stated the City Charter provides authority for City Council to approve annual borrowing for capital improvements and repairs, the School Department, and the Burlington Electric Department. In June, the City Council authorized the Chief Administrative Officer to issue those bonds with approval from the Board of Finance. Since that time they have

worked to create an official statement of the City. Piper Jaffrey will be the underwriter. These are serial bonds that will come due in November of 2014, 2015, and 2016. There is a term bond that will come due in 2023 with annual principle payments. The final 20 year bond will come due in 2033 and will also have annual payments. Interest rates are at 4% for the earlier bonds, 6.5% for the 10 year bond, and 6.75% for the 20 year bond. The bonds at the 6.75% interest rate can be redeemed by the City in 2016. The thought process was that the City needed to have a higher interest rate in order to sell these bonds, but this will give the City an opportunity to improve its credit rating and refund the bonds for a possible lower interest rate.

Councilor Knodell inquired which bonds can be redeemed. Mr. Melloni stated the 20 year bonds maturing in 2033. City Council President Shannon inquired if they will have the opportunity to keep the current rate if the market is not favorable in 2016. Mr. Melloni stated they can keep the lower interest rate. They would pay a portion in each year beginning in 2017. If the City's credit rating improves, they will have the opportunity to refinance if they can get a lower interest rate. The City has historically done a bond issuance each year as part of the capital authorization under the Charter.

Councilor Bushor inquired what the rationale is between the 10 and 20 year bonds, as the 10 year bond is half a percent less. Mr. Melloni stated the 2033 bonds can be redeemed after 10 years. ACAO Goodwin stated the packet contains a chart showing the worst case scenario of rates. The interest rate over the life of the loan is 5.5%. City Council President Shannon inquired how that rate was determined. Mr. Melloni stated they could get a lower rate if the City elected to refund the bond in 2016. City Council President Shannon inquired if the worst case scenario would be if they were not able to refund the bond in 2016, their credit rating may not have improved, or interest rates might be up. ACAO Goodwin stated if the City had a AAA rating, they would expect the rate to be about 3%. This deal is structured to give them the opportunity to refinance and lock into a potentially lower rate. They borrow annually and they may have an opportunity to package this with another deal. They budgeted for an interest rate of 5.5%. Mr. Melloni stated interest rates have gone up since the City issued Fiscal Stability Bonds. The City of Detroit's bankruptcy has also had an impact on the market.

Councilor Bushor inquired about the reasoning for the distribution of money in the serial bonds. She inquired why the interest rates are so much lower in the smaller, shorter term bonds. ACAO Goodwin stated the way the deal is structured is not typical of how they have done it in the past. They received no interest in doing the deal at 6.5% for the total amount for the full term. They had to get creative and structure the deal differently. They will have the opportunity to capitalize on refinancing in the early years. This deal is structured through the expertise of their financial advisors. Mayor Weinberger stated rates are higher than they were a few months ago. This is the deal that they had and not many deals came forward. There is no immediate budget impact, and they will be able to plan for the future. A major goal is to improve the City's credit rating.

A member of the audience, Councilor Paul noted how their credit rating is affecting their borrowings. ACAO Goodwin stated they had a small window of time to examine the bids and determine which was structured the best. This is a good deal based on market conditions and the rating of the City. They should move forward with this deal and have a small window of time.

City Council President Shannon and Councilor Knodell made a motion to approve the bonds. The motion passed unanimously.

Without objection, Mayor Weinberger adjourned the Board of Finance meeting at 5:27pm.



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BOARD OF FINANCE MONDAY, SEPTEMBER 16, 2013

MINUTES

PRESENT: Mayor Weinberger; City Council President Shannon; Councilors Bushor, Knodell, Aubin; CAO Rusten

ALSO PRESENT: Councilor Paul; ACAOs Goodwin and Schrader; Assistant City Attorney Haesler; Darlene Kehoe, Beth Truzansky, CEDO; Susan Leonard, Ben Pacy, HR; Rubi Simons, Library; Chapin Spencer, Erin Demers, DPW

1. Agenda

Mayor Weinberger stated they will add Item 12 Approval of Act 80 Settlement Disputes.

Councilor Bushor requested they add item 13 Discussion of School Board Property and St. Joseph's School.

Councilor Knodell and City Council President Shannon made a motion to adopt the agenda as amended. The motion passed unanimously.

2. Public Forum

Martha Lang, Ward 1 Resident, spoke about the Burlington School Department's proposed real estate transaction.

3. Approval of the Board of Finance Minutes

a. September 3, 2013

Councilors Bushor and Aubin made a motion to adopt the minutes. The motion passed unanimously.

4. Authorization for Lakeside Avenue Bridge Repairs – DPW

City Council President Shannon and Councilor Aubin made a motion to authorize the bridge repairs.

City Council President Shannon stated Lakeside has wanted this for a long time. Before Hurricane Irene, they thought they would be moving forward with it, but the money then had to be used for other projects. She is glad that they have been able to find the funding and will be able to move forward. Everyone is very concerned when they drive over the bridge.

Mayor Weinberger inquired if this process began in 2011. Erin Demers, Public Works, stated they put this out to bid in the Fall of 2011. They received bids and they were very expensive.

There was no match funding and it would have cost over \$100,000 from the Street Capital Budget. They tried to negotiate the price, as they were expecting a \$30,000-\$40,000 project. They were able to negotiate a lower price and worked to spread the cost over a few years. They will now be able to move forward with the project and it will be a good asset for those accessing the Bike Path. Mayor Weinberger inquired if there will be an interruption to the Bike Path. Ms. Demers stated it will function like the Queen City Park Bridge with one way traffic. If they are working there that day, people may have to go around them, but the Bike Path will remain open. They will begin work as soon as possible.

Councilor Knodell inquired about the bids. Ms. Demers stated they received one response and negotiated the price with them. Councilor Knodell inquired if they significantly changed the scope of work. Ms. Demers stated they did not. They will be able to shift some money from FY13 into FY14 to complete the work within their budget.

The motion passed unanimously.

5. Authorization to Accept AmeriCorps Grant – CEDO

Councilors Knodell and Bushor made a motion to accept the grant.

Councilor Bushor stated there is a portion of the document that says the match requirement is a minimum of 24%. She inquired what percentage they will be required to match. She noted the form they submitted is for budget neutral adjustments under \$50,000, but this is more than \$50,000. CAO Rusten stated he is bringing this before them because it is over \$50,000 and requires Board of Finance approval. Beth Truzansky, CEDO, stated AmeriCorps program requires that they come up with a minimum of a 24% match and it increases about 2% per year after three years. They have been funded previously, but this is considered new funding and remains at the 24% minimum. They do cost sharing with the organizations that are hosting AmeriCorps members to help with the match. Mayor Weinberger stated this does not result in additional City obligations. Ms. Truzansky stated all of the funds for the match are received as revenue from the programs hosting AmeriCorps members.

Mayor Weinberger inquired if there should be an amendment to the budget to anticipate the revenue. CAO Rusten stated they included the budget amendment to show how the money will be spent and that this is coming to the Board of Finance because it is over \$100,000.

The motion passed unanimously.

6. Authorization to Accept Victims of Crime Act Assistance Grant - CEDO

The Board addressed an item to allow the Community Justice Center to accept a grant for \$117,000 to support the Parallel Justice of Victims of Crime Project.

Councilors Knodell and Aubin made a motion to accept the grant. The motion passed unanimously.

7. Authorization for Library Reorganization – HR

Rubi Simon, Library, stated through the budget process, the Library has been approved for a part-time financial assistant position. They had been using a vacancy in the budget to fill that. They also requested a part time development position to help build a funding plan for the Library. They also have two library page positions that they would like to upgrade to cover areas that they are short in. They are requesting to add those positions.

Councilors Aubin and Knodell made a motion to approve the reorganization.

Councilor Aubin inquired if this will amend the FY14 budget to accommodate the staffing changes with a net increase of \$22,252. Ms. Simon stated there was a vacancy that was removed. They will be funding these positions through the contingency fund, and the total increase is approximately \$59,000.

Councilor Bushor inquired if they have looked at other positions within the library. She inquired about the classification of the Librarians at Grade 18. Some have one person reporting to them, while others have a number of people. It looks odd and like there is an uneven division of labor. She also noted that there are areas where a Grade 18 employee reports to another Grade 18 employee. Ms. Simon stated she has not had time to fully evaluate her staffing. She feels many of the job descriptions need to be updated. The structure that is in place is not reflective of how the structure should be. They have different librarians with different responsibilities. This is the first phase that she hopes to implement. The current structure does not make sense while they are trying to make the library relevant. Councilor Bushor stated she is glad to hear that. CAO Rusten stated they will be transferring money from the contingency fund to the Library budget.

Councilor Knodell inquired why the vacant position in the Library budget is not being used to fund some of these changes. CAO Rusten stated the vacant position was removed from the FY14 Budget. Mayor Weinberger stated that these positions were to be included in the budget but when the final budget was presented they were left out. CAO Rusten stated that as these positions were committed to, we need to make the changes in the FY 14 budget to fund them. And, he stated that these kinds of situation will not again happen in the FY 15 budget. The motion passed unanimously.

8. Creation of BED Customer Service Specialist Position – HR

The Board addressed an item to allow the Burlington Electric Department to create a Customer Service Specialist Position and Eliminate a Customer Service Field Representative Position.

City Council President Shannon and Councilor Knodell made a motion to approve the creation of the position. The motion passed unanimously.

9. Authorization for Worker's Compensation Contract with Travelers Insurance – HR

Susan Leonard, HR, stated they have been working with Hickok and Boardman as their broker for Worker's Comp and Liability Insurance. Worker's Comp administration has shifted from a shared responsibility to an HR responsibility. They are asking to sign a contract with Traveler's Insurance. The premium for FY14 is roughly \$1 million. It is an 11.6% increase over the prior fiscal year. Part of this is because of the increase in payroll. The decline in the City's credit rating has also affected the costs. This took some time because of the livable wage requirements,

but Traveler's has confirmed that they do comply with the requirements.

Councilor Bushor stated they have used Traveler's since 2007 and inquired if they shopped around with other companies. Ms. Leonard stated that is what Hickok and Boardman does for them. Councilor Bushor inquired if there was information in their packets to show that this is the best deal. Ms. Leonard stated there is not. It is difficult to find a market that will insure the City because they have a Fire Department and a Utility. Councilor Bushor stated they often have different proposals and then the Department makes a recommendation. Ms. Leonard stated there are not a lot of carriers who are willing to cover them because of all of the different exposures. Prior to 2007, they used a different model which cost significantly more.

City Council President Shannon inquired if the cost has decreased from \$1.7 million to \$600,000 since 2007. Ms. Leonard stated that is correct. City Council President Shannon inquired if the overall cost last year was \$1.447 million. Ms. Leonard stated that included the death of a firefighter, so it was an unusually high claim. The deductible is \$350,000. City Council President Shannon inquired if that claim required the City to pay \$350,000 and the amount paid out by the insurance company was higher. Ms. Leonard stated that is correct.

Councilor Knodell and City Council President Shannon made a motion to approve the contract. The motion passed unanimously.

10. FY2014 Budgets Not Yet Approved by Council – C/T

- a. Pennies for Parks**
- b. Capital Projects**
- c. Capital Projects – Airport**
- d. Waterfront TIF**
- e. Self Insurance**
- f. Liability Insurance & Workers Comp.**

ACAO Schrader stated these are budgets that were not adopted when the City Council adopted the General Fund, Special Revenue Fund, and Enterprise Fund budgets. None of them have any implications on the general fund, taxes, or the tax rate. They were all accounted for in the General Fund budgets, or are internal service funds where the revenue will match the expenses. Penny for Parks was accounted in the tax rate and they knew what it was going to generate. They did not have a formal budget to present, but did have a plan of how it would be used. This accommodates the plan and formalizes it in a budget. The same is true for the capital improvement plan. The Airport has numerous Airport Improvement Projects (AIP) that are funded through the federal government. Those budgets were also not formalized and are now being presented for adoption. TIF is similar to Penny for Parks where they knew what the revenue would be, but they had not developed the expense side of that budget. The self-insurance and liability and workers comp funds are purely internal service funds. The general fund, special revenue funds, and enterprise funds are billed for their participation in the insurance programs. Those have been finalized based on premium equivalents that have been set. None have any impact on the overall budget. There are others that are not yet ready for formal adoption that will be presented at a future date.

Councilor Bushor stated these are important budgets. She inquired if money that hadn't been

captured for the Airport can be explained by the FAA not having paid them back. There is some money that appears to be a deficit. ACAO Schrader stated they have set up the Airport Improvement Projects with a revenue and expense budget. 95% of the revenues and expenses are equal. When there is a proposed deficit, it is just because the revenue is captured in a separate budget. Councilor Bushor inquired what it means when the numbers are not in parentheses. ACAO Schrader stated the expense for a project is shown in one area, but the revenue is shown in another. In instances where there is not an offsetting revenue, there is a corresponding grant that they will be receiving. Grants will need to be included in this. Any grant they receive is reimbursable and they would not have received the funds. There is always a delay in reimbursement. ACAO Goodwin stated the biggest challenge is that most AIPs are multi-year projects. There is often a remaining fund balance. Each multi-year multi-million project is accounted for in a separate fund. It is confusing to look at one year without considering the carryover of a fund balance. Councilor Bushor inquired about the differences between the 2013 Amended budgets and the 2013 actual budgets. ACAO Schrader stated that the budget is what they planned to send and receive and the actual budget is what they did spend and receive. CAO Rusten stated they are still in the process of cleaning up the actuals for 2013 and the numbers will change. Councilor Bushor inquired why they are approving these if the numbers are not final. CAO Rusten stated they are really approving the Mayor's Recommended FY14 budget. Councilor Bushor inquired if she should be comparing these with the budget for consistency. She wants to understand what her role is. CAO Rusten stated in the future, they should not be approving a budget with separate internal budgets that are not included. Money that was expensed from the general fund to health insurance did not have a corresponding place in the budget to put it. This is where that money ends up. They will bring forward additional budgets in the coming weeks to finalize this process.

Councilor Knodell inquired if they are creating lines within the budget. ACAO Schrader stated they are creating funds within the budget. There are lines within internal service and capital funds. These are projects that have been finalized since they started this process. Councilor Knodell stated they should make it clear when they approve the Airport budget that they are not approving deficits. There are grants that are equal to the expenses. CAO Rusten stated all of these budgets are budget neutral. ACAO Schrader stated they can provide them with an explanation of any funds that remain within a project.

City Council President Shannon requested they provide the budget sheets that these fit into when they bring these forward future budgets. It would be a helpful double check and would help them understand it better.

Councilor Aubin inquired if there are a considerable number of budgets that they will be bringing forward. His understanding is that the delay is because of the transition to New World software. ACAO Schrader stated that it is part of the transition. There are probably about 6-10 capital projects that have separate funds, such as the Champlain Parkway. There are carry over dollars that were unspent in the prior year that they are trying to budget for in FY14. By doing it this way, it eliminates the needs to come back for a budget amendment. They could have approved a budget back in June and amended it. Because they didn't have a budget in July, they are now building the amendments into the budget. CAO Rusten stated in the future, they will have a budget for them to work off of and will make amendments to it as needed. ACAO Goodwin stated prior to New World being implemented, the City never carved out capital funds from the general fund. They are also tracking projects at the lowest level. These roll up to the

approved budget at the top. That used to be done on spreadsheets and not as part of the accounting system. It was an audit issue that has been corrected. ACAO Schrader stated they never used to budget for capital projects and they were written up for it every year. This corrects the problem.

Councilor Knodell requested an explanation of the revenues and expenditures in the Waterfront TIF budget. ACAO Schrader stated the revenue is from the taxes being generated from development in that TIF. The expenses are a combination of expenses of managing the TIF and debt service that is being issued for the improvements that happen within that TIF. There are substantial principal and interest payments. Councilor Knodell stated at some point she would like to have a discussion about where they are with the Downtown and Waterfront TIF districts. She inquired if they will be amending the budget for the Downtown TIF as well. ACAO Schrader stated there has been nothing budgeted. Nothing has been developed to generate revenue and there are no expenses to offset that.

Councilors Knodell and Bushor made a motion to recommend approval of the budget to the Council with the understanding that there are grants to offset deficits in the Airport budget.

11. Board of Finance Meeting Schedule

Councilor Bushor requested that the Tuesday meetings begin at 5:30. The Board agreed to start Tuesday meetings at 5:30 and adopted the schedule as proposed.

12. Act 80, Tax Increment Financing Legislation

Mayor Weinberger stated he will be bringing this before the full Council and is hoping for a recommendation from the Board of Finance.

Councilor Knodell stated this resolution is good and gives good background about the legislation. She requested they add a section to the resolution showing the amount they pay for management of the fund. Assistant City Attorney Haesler stated he can add that. They have to demonstrate that this has been ratified. He included language that he thought would accomplish that, but can add language that would help the Council understand it better. The legislation has gone a long way towards approving the Statutes and making them less difficult to navigate. They legislation was a lot of give and take and he thinks they had their own legal justifications to defend what Burlington had done. It became apparent that there were benefits to the legislation overall. They made some concessions that they could afford to allow them to move forward.

Councilor Knodell and City Council President Shannon made a motion to approve the resolution. The motion passed unanimously.

13. Discussion of School Board Property and St. Joseph's School

Councilor Bushor inquired when this will be coming forward and if there has been any communication with the administration. Mayor Weinberger stated they have not received any additional written communication from the School Board. The School Board has slowed the process down while they get a ruling from the Attorney General about the deed restriction on the property. Councilor Bushor inquired if it will return to the Board before it returns to the full

Council. Mayor Weinberger stated his understanding is that it will return to the Board of Finance. City Council President Shannon stated that is her recollection as well. There was a concern about the timing, but it appears this is not as time sensitive as they originally thought. Councilor Bushor inquired if the School could come to BCDC to purchase the property. BCDC could do the renovations and remove UVM's involvement. She is trying to come up with a realistic solution that would be good for the community, her ward, and the School Department. There is a strong desire in the community for the School Department to have access to another property to give them more space. Accessing that space is contingent on the sale and lease of property. She is looking for a way to avoid those sales and leases but still have access to St. Joseph's. BCDC could finance the renovations and the School Board would have to pay them back. CAO Rusten stated he could communicate with the School Department to let them know that there is a desire for this to return to the Board of Finance. Councilor Aubin inquired if they do not sell or lease their properties, they would have to hold onto three different properties. Councilor Bushor stated she thought there was broad support for the purchase of St. Josephs. There were concerns about the sale and lease of other properties. She is looking for ways to separate the issues.

Without objection, Mayor Weinberger adjourned the Board of Finance meeting at 6:14pm.

Grants Accepted Since Last Meeting

- **Justice Assistance Grant – CEDO - \$56,751 – Crime Prevention Programs**
- **Safe Routes to School Grant – DPW - \$41,740 – North Avenue Safety Improvements**



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, SEPTEMBER 30, 2013

MINUTES

PRESENT: Mayor Weinberger; City Council President Shannon; Councilors Bushor and Aubin; CAO Rusten

ABSENT: Councilor Knodell

ALSO PRESENT: ACAOs Goodwin and Schrader; City Attorney Blackwood; Ryan Betcher, Airport; Amber Thibeault, BT; Susan Leonard, HR; Ken Nolan, BED

1. Agenda

On a motion by Councilors Bushor and Aubin, the agenda was adopted unanimously as presented.

2. Public Forum

Martha Lang, Ward 1 Resident, spoke about the Burlington School Board's proposed real estate transactions.

3. Approval of the Board of Finance Minutes

a. September 11, 2013

Councilor Aubin and City Council President Shannon made a motion to approve the minutes. The motion passed unanimously.

4. Authorization for Creation of Telecom Support Specialist Position – HR

The Board addressed an item to allow Burlington Telecom to create a limited service, full time telecom support specialist position and eliminate one customer service representative position.

Councilors Bushor and Aubin made a motion to approve the creation of the position. The motion passed unanimously.

5. Authorization for Purchase Power Agreement with South Forty Solar LLC – BED

Councilors Bushor and Aubin made a motion to approve the agreement.

City Council President Shannon stated she has concerns about this and inquired if neighbors have been alerted of the project. There was a proposal to put solar panels in the General Dynamics parking lot and many people thought that solar panels would not be the best use of land in the urban environment. People would have preferred to see them on a building rather than on the ground, which would prevent development of that space. Councilor Aubin stated this was

put forth in the NPA. The property has been controversial. The last proposal brought to the NPA was to build retirement housing, but the public inquired if they could put solar panels there instead. They returned with this proposal and have been discussing it for over a year.

Councilor Bushor stated she supports this because she supports BED and solar options. The development of this site is a separate issue. This is important for Burlington Electric to have. Without BED being there as a recipient of that power, this project would not be able to move forward. If this makes it through the development process, she supports the purchase power agreement.

City Council President Shannon stated she understands that development of the project is separate from purchasing the power, but feels they are connected. One issue that came up in her neighborhood is that there is no billing process around these types of projects. The project did not end up going forward for financial reasons. There was no public process. Her main concern is that the neighbors know this is going on. Mayor Weinberger stated he has asked the same question. His sense is that the neighborhood has concerns about more aggressive development and would prefer this approach. City Council President Shannon stated making sure they have been informed is very important to her. She understands that they may feel differently than her neighborhood did. Ken Nolan, BED, stated they don't want to come across as promoting the development in this area. One of the commissioners lives in this neighborhood and has shared his involvement with the commission. The developer has been to NPA meetings and has met with the Mayor's Office. They also reached out to some City Councilors. The feedback he has received is that this is viewed more favorably than other development proposals, although there have been some concerns raised. This development will need an interconnection agreement to connect with BED power lines. They will also need permits from the Agency of Natural Resources for wetland protections and will need a permit from the public service board. They believe the conversation should take place with the City Council. The Electric Commission and BED feel that the contract and this source of power would be advantageous to the ratepayers. He does not have an opinion on whether this is the right location for the project, and feels that discussion should take place at the City Council and Planning Commission level. Mayor Weinberger stated the Power Purchase Agreement is probably the only decision that will come before the City Council. There are legislative processes in place that will determine whether this is an appropriate site. The Council will decide if they would like to buy the power if it gets developed. He inquired how likely it is that someone other than BED would buy the power. Mr. Nolan stated with solar projects it is very unlikely that someone else would buy it. If this were on the City Council's deliberative agenda, people would have an opportunity to comment on it. They will make sure outreach happens through the NPAs. If there is no objection, the appropriate place for this conversation is the Public Service Board. So far, everything he has heard is favorable.

City Council President Shannon inquired why no one other than BED would buy the power. Mr. Nolan stated they would incur costs moving the power to another utility. Those costs make it too expensive for someone else to buy. It is cheaper for them to buy it because it is in their distribution system. City Council President Shannon inquired how the cost of power from this project compares with other sources that BED uses. Mr. Nolan stated compared with other solar projects, the price is slightly cheaper. This will be a larger project which keeps the cost lower. He believes they may have difficulty with the Agency of Natural Resources and the project may end up being smaller than what is proposed. City Council President Shannon inquired if the rates

would go up if the project becomes smaller. Mr. Nolan stated the rates would stay the same. City Council President Shannon stated she would be more comfortable if this were on the City Council Deliberative Agenda and if they post about it on Front Porch Forum to ensure that people have an opportunity to address the Council. She does not feel that the Public Service Board is as responsive to concerns from the public as the Council. She is willing to consider this, but does not feel comfortable recommending it to the Council.

Councilor Bushor stated she is ok with recommending it to the Council, but she does agree with putting it on the deliberative agenda and advertising it. She agrees with BED purchasing the power, but does not know if this is the appropriate use of land. Mayor Weinberger stated the Public Service Board determines if it is an appropriate use of land. Councilor Bushor stated she feels that it is a smart investment for BED. She does think that the issue of land use will come up. If there is a public outcry, she may change her vote.

Councilor Aubin stated he would like to go in with a recommendation.

City Council President Shannon stated she will not support recommending this because she does not have evidence that the neighbors will support it. She needs more information.

City Council President Shannon and Mayor Weinberger made a motion to refer this to the Council without a recommendation. The motion passed unanimously.

6. Authorization for RSCR Stipulation with Ryegate Associates – BED

Councilors Bushor and Aubin made a motion to approve the stipulation.

Councilor Bushor inquired if they are lining this up in case they are mandated or decide to purchase power. Ken Nolan, BED, stated the power under the current contract is very expensive and they do not want to buy it. They have managed the McNeil plant to make sure they don't have to buy it. If something happens to McNeil they want to make sure they get direct revenue.

The motion passed unanimously.

7. Authorization for Routing and Crack Filling of Runways and Taxiways – Airport

Councilor Aubin and City Council President Shannon made a motion to approve the contract for routing and crack filling.

Councilor Aubin inquired why they believe the bids came in at such different amounts. He wants to know that the level of work will be quality. Ryan Betcher, Airport, stated the person who reviewed the bids has worked with Ann Seal in the past. He is not sure why the bids are at such different amounts, as there are a number of factors that could affect them. Ann Seal could have a better idea of what is needed at the Airport. Mayor Weinberger stated this is not out of the norm to have a variety of bids like this.

Councilor Bushor inquired if this will require a resolution. CAO Rusten stated Board of Finance can approve contracts between \$50,000-\$100,000 without City Council approval.

The motion passed unanimously.

8. Communication – Grant Application – Fire

Mayor Weinberger stated this is a communication from Chief Lasker. CAO Rusten stated they will be adding a section to the agenda for communications to the Board of Finance. This section will include items that do not require action but will inform the Board of things coming their way. In this case, the Chief will be applying for a grant. If it is awarded, they will come back to the Board for approval to accept it.

Councilor Bushor stated this grant plays out over five years, but some of the equipment lasts only 3-4 years. She inquired if they will be able to purchase all of the equipment outright and pay it back. She would like the equipment to be upgraded sooner. CAO Rusten stated he spoke with the Chief about creating a 10 year safety plan to they can figure out what needs to be done and how to pay for it. This will provide them with a long range strategy. Councilor Bushor stated she feels a little uncomfortable with the 5 year timeline.

9. Review of Monthly Financials – C/T

CAO Rusten stated they have included some additional columns such as encumbrances they have been putting on budget amendments. They also have the ability to do the drill down that they had talked about. ACAO Goodwin stated the summary is for all departments, funds and divisions. By double clicking on any line, there is drill down capability.

Councilor Bushor stated she finds it helpful that there are explanations about areas where spending is higher or lower than expected. ACAO Goodwin stated Department Managers provided feedback on areas that are not tracking with the budget. CAO Rusten stated they have been able to find problems and fix them, which will help when they reconcile the budget.

10. Discussion of City's Medical Self-Insurance Plan – C/T

CAO Rusten stated he has started to look at the City's medical insurance program and ways to save money. He hopes to hear if there are comments, questions, or concerns before this goes to City Council. This is a policy question to determine if they would like to continue to do things the way that they have been done.

Councilor Aubin inquired what the standard employee contribution for healthcare is in other municipalities. Susan Leonard, HR, noted the information is included in the packet. CAO Rusten stated non-union employees have been paying a lower rate because the administration has not increased their rate in the past few years. This is a policy that they need to address. There is a previous resolution that gives the CAO authority to raise non-union rates. They are looking at raising the rate for non-union to 3.61% to match what AFCSME pays. They also hope to put a better policy in place for how to adjust this rate.

Councilor Bushor stated past practice has been to keep non-union employees in line with union employees. She feels the Council should be aware when those rates change. She noticed that there is no additional payment from employees who are in a domestic partnership and inquired if that should be brought in line with marriage. She inquired what is meant by the statement that the

payment does not change for single, two person or family coverage. CAO Rusten stated non-union employees pay 3% of their base wage regardless of whether they are a single or have more than one person on their plan. Councilor Bushor stated that should be relooked at. CAO Rusten stated there is no correlation between what a person is paying in and the claims that are being paid out. They have preliminary data that shows they are paying out about \$200,000 for domestic partnership claims, but employees are not paying additional money to cover domestic partnerships. There is no legal requirement for them to cover domestic partners, and doing so is a decision that the City has made. He wants to understand the costs. Councilor Bushor inquired how long they have been providing supplemental Medicare coverage. CAO Rusten stated he does not know. They are paying about \$250,000 more in claims than they receive in contributions. They are not required to offer Medicaomp. He believes that people could find a plan that is less expensive, but the benefits would be less as well. Councilor Bushor requested an explanation of the comparison data. Ms. Leonard stated for the City of Burlington, the average cost for a single person is \$547.23, two person is \$1,194, and family is \$1,603. City Council President Shannon requested that they include that information in the packet.

CAO Rusten noted that in a traditional plan, if an individual's claims cost more than their premium, the insurance company is responsible for that cost. In a self-insurance plan, the City bears those costs. City Council President Shannon inquired where the money comes from if claims are in excess of what the insurance pool allows. CAO Rusten stated there is roughly \$10 million in the reserve fund. This is coming primarily from the General Fund and Enterprise Funds. The employee's contribution rate is set by contract or the City. ACAO Schrader stated the cost would be borne by the General Fund, Enterprise Funds, and employees. City Council President Shannon inquired how the percentages are determined. ACAO Schrader stated the General Fund and Enterprise Funds are determined by the proportion of the employees in those funds. CAO Rusten stated there is nothing that specifically lays that out, but they want to look at how this works to see if there are any changes they can make to the system.

CAO Rusten inquired if the Board is comfortable bringing the list of proposed changes to the Council. Councilor Bushor stated some of the items make sense and for others she would like more information. CAO Rusten stated he will provide additional information before bringing it to the Council. He does not want to spend a lot of time looking at certain things if they are completely uninterested in discussing them. Councilor Bushor stated some items will have to be done no matter what. She highlighted items she would like more information about. City Council President Shannon stated this should be open to discussion and should not just be decided by the Board of Finance. She would like to hold a work session on this so they can have a real discussion on this meaty topic. CAO Rusten stated this will take some work and they would like some direction from the Council. Councilor Bushor suggested they pare the list down to items that are optional and have a separate list of things that they have to do. CAO Rusten stated they did not instruct payroll to increase the rates for non-union employees. He inquired if they would like notification on the Council agenda that they will be doing that. Councilor Bushor stated she would like him to do that.

11. Authorization for City Investment Policy – C/T

Mayor Weinberger stated they have discussed this previously but did not make a recommendation on it. Councilor Bushor inquired if this will require a resolution. CAO Rusten stated this went to the Council to see the proposal and they will see it again for final approval.

Councilors Bushor and Aubin made a motion to approve the investment policy. The motion passed unanimously.

12. Adopt Capital Budget for Bike Path Maintenance and Improvement Fund and Amend General Fund Budget– C/T

CAO Rusten stated the voters approved a half penny on the tax to pay for the bike path maintenance and improvement fund. The tax was levied and money came into the general fund, but there was nothing in the budget to move it to this reserve fund. They first need to create a capital budget for the Bike Path Maintenance and Improvement fund. They also have to transfer money out of the general fund to that fund. They will not let this happen in the future.

Councilor Aubin and City Council President Shannon made a motion to approve the budget and budget amendment. The motion passed unanimously.

13. Authorization for FY14 Impact Fees Budget – C/T

CAO Rusten stated they identified the amounts of impact fees and created a budget. This does not affect the revenues to the City. After approval of the budget, departments who want to spend their impact fees will bring projects before the Mayor to ensure that money is being expended appropriately. There are certain criteria that they must follow, so departments will create a PO to ensure that they are spending money from the correct impact fee budget.

Councilor Aubin inquired how they determine what is going to each Department. Mayor Weinberger stated there is a formula used to calculate it.

Councilor Bushor inquired if these are impact fees that the City has already acquired. CAO Rusten stated that is correct. Councilor Bushor stated there is no way to determine what the future holds for development. CAO Rusten stated they will be putting money coming in into the appropriate budget. Councilor Bushor inquired if there is any expense in this budget. CAO Rusten stated none of this money has been spent in FY14. ACAO Goodwin stated previously, impact fees were tracked in an excel spreadsheet. This is the first time that it will be in the budget and department heads will know exactly what is available. They will also have to go through a formal approval process to spend this money. Councilor Bushor inquired if the money has to be returned if it is not spent within six years. ACAO Goodwin stated that is correct. The time frame is still being tracked manually. CAO Rusten stated Department Heads were directed to spend money out of their Impact Fees rather than the Capital Budget when possible.

Councilors Aubin and Bushor made a motion to approve the budget and recommend City Council approval. The motion passed unanimously.

14. Discuss City Councilor Expense Accounts – C/T

CAO Rusten stated in the budget there is \$70,000 for City Council expense account. In the Charter, it states that they shall create a budget for each City Councilor to have an expense account. They have created a budget which shows the expenditures up to this point. They need to recommend something to the Council about how much each Councilor has in their budget.

Councilor Bushor stated the Charter told them how much they were compensated and how much their expense accounts were. There was a period of time where the Council was financially strapped with the limit and wanted to have some funds that could be used collectively to do things. They came forward with a recommendation to have a pool of funds that they could use collectively so they would not have to pool their money.

CAO Rusten stated there is \$70,000 in the budget that is not allocated to individuals. He read the language in the Charter and the Council Rules pertaining to expense accounts. There is no direction to the administration about what any individual Councilor could expend out of their account. The Council should specify how they would like the money to be allocated amongst Councilors. The other question is what this should be spent on. The language implies that it should be spent on items that relate to Councilors function as a reimbursement for expenditures and not something that the City Council wants to go spend it on.

Councilor Bushor stated previously they had a fund for their compensation, individual accounts, and pooled money that they could use collectively. It became challenging, so they decided they wanted a sum of money that would be collective as a whole. She understands they have a scenario where they want to assign amounts of money to each Councilor and then decide how it will be used. CAO Rusten stated that is correct and it is up to the Council to decide how they want to allocate it. He wants to make sure it is clear what they are supposed to be doing.

City Council President Shannon stated she believed that their funds were divided per Councilor and that they each had an account. Councilors can get together and pool money from their accounts. She signed something for their staff person which said they could take money for her account. They left the uses open because they are accountable to the voters about how the money can be spent. They need to be able to defend what they spend to the public.

Councilor Bushor stated the Clerk/Treasurer's Office serves as a keeper of the funds and she feels like they need direction about what the funds can be spent on. She believes they can put those rules into place and still be very general about it. She is not sure what is and is not appropriate and is unsure what they have already spent money on.

CAO Rusten stated he believes they would take a broad view of anything that relates to their function as City Councilors. For example, expenses from travelling with the Mayor would make sense. They could get in trouble if they were to allow someone else to travel with the Mayor and spent their money on that. It should be used for things related to the function of their job.

Councilor Bushor feels they need to communicate with the Council what they decide. It puts the Council in an awkward position when the majority wants to do something but they have to rely on pooled money. She hopes the Council will be more engaged in the next budget cycle to come forward with a recommendation. She is in favor of creating expense accounts at this time.

City Council President Shannon made a motion to establish expense account funds for each City Councilor based on the total budgeted amount. The motion passed unanimously.

ACAO Goodwin stated there was an expenditure of \$20,000 that has not been distributed and inquired how that should be divided. City Council President Shannon stated the Council voted to

split that expense.

15. Discussion on Criteria and Process to Expense Money from Special Account in Regional Budget – C/T (Discussion Only)

a. Socrata Proposal – Mayor

Mayor Weinberger stated there is a \$17,000 line item in the regional programs budget for special projects. They are bringing forward a proposal for one thing they would like to spend this money on, but also want to have a policy discussion about what kinds of things this can be spent on. In the past, special projects have been allocated throughout the year by the Board.

Councilor Bushor stated that is how they have functioned in the past. As the Chair of the Board of Finance, the Mayor has brought forward projects. They have been used for unanticipated small budget requests that would benefit the community. It was put under regional programs to consolidate items in the budget. Mayor Weinberger stated the process going forward will be for the Mayor to bring a memo forward to the Board of Finance for approval.

City Council President Shannon stated there is a situation where they had flooding and the road was not blocked off. A woman drove her car through the water and it ended up being totaled. She could not afford that kind of loss and the City's insurance would not cover it. The Board of Finance ended up covering her expense even though the insurance would not. She inquired if that is the type of thing that would come out of this fund. Councilor Bushor stated she does not recall ever giving money to an individual. The funds are discretionary and they have to be careful about opening it up to individuals because there is a lot of need. It acknowledges things that will be included in future budgets or one-time events that the City wants to support. It is not an extension of the General Fund.

City Council President Shannon stated this specific proposal does not seem like an appropriate expense because there is an ongoing cost of \$1,000 per month. It may be appropriate if this is something that would be included in a future budget. Mayor Weinberger stated it will be approximately \$1,000 per month to get them through the budget year.

Councilor Bushor stated she does not want to expense all of the money on one item. They need to save some money in case there is something that the community really wants to support. \$5,000 is a sizeable chunk of money, but it seems appropriate.

City Council President Shannon and Councilor Bushor made a motion to approve the \$5,000 Socrata proposal. The motion passed unanimously.

The Board discussed the proposal to reduce the rental fee for the Women's Craft Fair which will be held at Memorial Auditorium. Councilor Bushor and City Council President Shannon made a motion to approve the proposal. The motion passed unanimously.

Without objection, Mayor Weinberger adjourned the Board of Finance meeting at 6:45pm.

Grants Accepted Since Last Meeting

- n/a



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

**CITY OF BURLINGTON
SPECIAL EVENT
ENTERTAINMENT PERMIT APPLICATION**

Fee \$25.00

BURLINGTON CLERK
TREASURER'S OFFICE

2013 OCT - 1 P 3:39

RECEIVED

☒ Indoor

☐ Outdoor

**PART I
ORGANIZATION**

All information in this section is required

1. Corporation/Sole Proprietor name TreeCasa Inc
2. D/B/A (Business Name) El Gato Cantina 3. Bus. Phone 802 540 3095
4. Business Address 169 Church St, Burlington
5. Mailing Address "
6. Contact person David Beams 7. Contact Phone 617-549-8693
8. Email contact address dbeams2@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 Friday November 1st 2013
4. Proposed Hours for this Special Event 11pm - 1am
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way
El Gato Cantina

For this Proposed location please answer the following questions:

- a) Occupancy Load 98 b) # of Restrooms 2 c) # of Egresses
- d) Date of last Fire/Safety Check May 2013 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

(Continued on back)

Fee \$25.00

**PART III
DESCRIPTION OF ENTERTAINMENT**

Please give DETAILED description of the type of entertainment for which you are applying:

Description Salsa Night is an event where a
local DJ sets up in the front of the restaurant,
tables are cleared out of the bar area and
patrons dance from 11 pm - 1 am.
"day of the dead"

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: 10-7-13

SIGNATURE OF APPLICANT David Beams

PRINT NAME: David Beams

RELATIONSHIP TO BUSINESS General manager

RECEIVED
OCT - 7 P 3:39
BURLINGTON CLERK
TREASURER'S OFFICE

OFFICE USE ONLY

Fee Paid \$ _____ Date: _____ Fee Returned \$ _____ Date: _____

At their meeting of 10/14/13, the Burlington City Council License Committee recommended
Approval X Denial _____

VIA EMAIL TO COMMITTEE

At their meeting of _____, the Burlington City Council _____ this SPECIAL
entertainment permit application.



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

**CITY OF BURLINGTON
SPECIAL EVENT
ENTERTAINMENT PERMIT APPLICATION**

BURLINGTON CLERK
TREASURER'S OFFICE

2013 OCT -4 P 4:22

Fee \$25.00

RECEIVED

☒ Indoor

☐ Outdoor

**PART I
ORGANIZATION**

All information in this section is required

1. Corporation/Sole Proprietor name PACIFIC RIM ASIAN CAFE LLC
2. D/B/A (Business Name) PACIFIC RIM 3. Bus. Phone 802-881-0643
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 SEE NEXT PAGE
4. Proposed Hours for this Special Event 10pm - 2Am
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

(Continued on back)

**PART III
DESCRIPTION OF ENTERTAINMENT**

BURLINGTON CLERK
TREASURER'S OFFICE

2013 OCT -4 P 4:22

RECEIVED

Fee \$25.00

Please give DETAILED description of the type of entertainment for which you are applying:

Description 11/1 11/2 11/6 11/7 11/8 11/9 11/13 11/14 11/15 11/16
11/20 11/21 11/22 11/23 11/27 11/28 11/29 11/30

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: 10/24/13

SIGNATURE OF APPLICANT Thomas Wheeler

PRINT NAME: Thomas Wheeler

RELATIONSHIP TO BUSINESS BAR MANAGER

OFFICE USE ONLY

Fee Paid \$ _____ Date: _____ Fee Returned \$ _____ Date: _____

At their meeting of 10/16/13, the Burlington City Council License Committee recommended
Approval X Denial _____

VIA EMAIL TO COMMITTEE lo

At their meeting of _____, the Burlington City Council _____ this SPECIAL
entertainment permit application.



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 THE SKINNY PANCAKE
2. D/B/A (Business Name) The Skinny Pancake 3. Bus. Phone (802) 510-0131
4. Business Address 60 Lake Street Suite 1A, Burlington
5. Mailing Address 88 Oak Street, Burlington VT 05401
6. Contact person Lauren Nealy 7. Contact Phone (802) 233-5243
8. Email contact address Nealy@HaveYourCakeCatering.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 October 31st, 2013
4. Proposed Hours for this Special Event 8pm - 2am
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way
Inside Skinny Pancake (60 Lake Street Suite 1A)

For this Proposed location please answer the following questions:

- a) Occupancy Load 160 b) # of Restrooms 10 c) # of Egresses 3
d) Date of last Fire/Safety Check 07/2013 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

160 with tables
230 without tables
dependant on ticket sales

(Continued on back)

**PART III
DESCRIPTION OF ENTERTAINMENT**

Please give DETAILED description of the type of entertainment for which you are applying:

Description We are applying to allow dancing for
our Halloween Show. We will be having 2 Bands,
Shoka Zoba Afrofunk and Seratneft.

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: 10/17/13

SIGNATURE OF APPLICANT Nealy

PRINT NAME: LAUREN NEALY

RELATIONSHIP TO BUSINESS CATERING ACCOUNT MANAGER

OFFICE USE ONLY ✓ # 20873

Fee Paid \$ 25.00 Date: 10-17-13 Fee Returned \$ _____ Date: _____

At their meeting of _____, the Burlington City Council License Committee recommended
Approval _____ Denial _____

At their meeting of _____, the Burlington City Council _____ this SPECIAL
entertainment permit application.