
DELIBERATIVE AGENDA

SPECIAL CITY COUNCIL WORKSESSION
MONDAY, NOVEMBER 4, 2013
CONFERENCE ROOM 12, CITY HALL
6:00 P.M. – 7:00 P.M.

1. AGENDA
2. DISCUSSION: Peter Owens, CEDO Director and Nathan Wildfire, CEDO, re: PIAP Update
3. ADJOURNMENT

REGULAR MEETING, CITY COUNCIL
MONDAY, NOVEMBER 4, 2013
CONTOIS AUDITORIUM, CITY HALL
7:15 P.M.

1. AGENDA
 2. REPORT: Board of Airport Commissioners, Jeff Munger, Chair, Burlington International Airport, re: Burlington Airport Commission's Annual Report, FY 2013
 3. REPORT: Spencer Newman, Burlington Electric Commission, re: Commission Chair Report
 4. PUBLIC FORUM **(Time Certain: 7:30 p.m. – 8:00 p.m. unless extended by the Council President per Council Rules)**
 5. CONSENT AGENDA
 6. COMMUNICATION: Mayor Miro Weinberger, re: Proposed Maker Space in Memorial Auditorium
 7. PUBLIC HEARINGS: COMPREHENSIVE DEVELOPMENT ORDINANCES:
 - Adaptive Reuse and Residential Bonuses ZA 13-11
 - Conditional Uses in Mixed Use Districts ZA 14-03
 - Downtown Transition District Expansion ZA 14-04
- 7.01. ORDINANCE: COMPREHENSIVE DEVELOPMENT ORDINANCE – Adaptive Reuse and Residential Bonuses ZA 13-11 (Planning Department, Planning Commission, Councilors Mason, Bushor, Paul: Ordinance Committee)(2nd reading)
- 7.02. ORDINANCE: COMPREHENSIVE DEVELOPMENT ORDINANCE – Conditional Uses in Mixed Use Districts ZA 14-03 (Planning Department, Planning Commission, Councilors Mason, Bushor, Paul: Ordinance Committee) (2nd reading)
- 7.03. ORDINANCE: COMPREHENSIVE DEVELOPMENT ORDINANCE – Downtown Transition District Expansion ZA 14-04 (Planning Department, Planning Commission, Councilors Mason, Bushor, Paul: Ordinance Committee) (2nd reading)

- 7.04. COMMUNICATION: Assistant City Attorney Sturtevant, re: Public Hearing Notice: Burlington Comprehensive Development Ordinances-ZA-13-11, ZA-14-03 and ZA-14-04
8. ORDINANCE: COMPREHENSIVE DEVELOPMENT ORDINANCE – RCO-Recreation Greenspace Lot Coverage ZA 14-02 (Planning Department, Planning Commission)(1st reading)
9. COMMITTEE REPORTS (5 mins.)
10. COMMUNICATION: City Councilors, re: General City Affairs (oral)(10 mins.)
11. COMMUNICATION: Mayor Weinberger, re: General City Affairs (oral)(5 mins.)
12. COMMUNICATION: Eileen Blackwood, City Attorney and Bob Rusten, CAO, re: Litigation (oral)

* * * * **EXPECTED EXECUTIVE SESSION** * * * *

13. COMMUNICATION: Eileen Blackwood, City Attorney, re: Burlington Telecom (oral)

* * * * **EXPECTED EXECUTIVE SESSION** * * * *

14. ADJOURNMENT

CONSENT AGENDA

REGULAR MEETING, CITY COUNCIL
MONDAY, NOVEMBER 4, 2013

- 5.01. COMMUNICATION: Lori Olberg, Licensing, Voting & Records Coordinator, re: Accountability List
*waive the reading, accept the communication and place it on file
- 5.02. RESOLUTION: Authorization to Pursue Tax Collection Litigation (Councilors Shannon, Bushor, Aubin, Knodell: Board of Finance)
*waive the reading and adopt the resolution
- 5.03. RESOLUTION: Authorization to Amend The Fire Department Budget to Account for Burlington's Annual Contribution for Indigent Care Provided by The Visiting Nurse Association (Councilors Bushor, Aubin, Knodell: Board of Finance)
*waive the reading and adopt the resolution
- 5.04. COMMUNICATION: Lise E. Veronneau, Business Administrator, Burlington Fire and Police Departments, re: FY 14 Contribution to VNA
*waive the reading, accept the communication and place it on file
- 5.05. RESOLUTION: Authorization to Execute Contract with A. Marcelino & Company for Plowing and Snow Removal on The Church Street Marketplace (Fall, 2013 – Spring, 2016)(Councilors Bushor, Aubin, Knodell: Board of Finance)
*waive the reading and adopt the resolution
- 5.06. COMMUNICATION: Church Street Marketplace Department, re: Authorize City of Burlington

To Execute Contract with A. Marcelino & Company for Snowplowing and Removal for The Church Street Marketplace District, 2013 -2016

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

5.07. RESOLUTION: Authorization for Purchase of Ambulance for Fire Department
(Councilors Bushor, Aubin, Knodell: Board of Finance)

*waive the reading and adopt the resolution

5.08. COMMUNICATION: Lise E. Veronneau, Business Manager, Burlington Fire & Police
Departments, re: Ambulance Replacement FY 14

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

5.09. RESOLUTION: Approval of Amendment to Amended and Restated Agreement for
Hydroelectric Project Development Between BED and Winooski One
Partnership (Councilors Bushor, Aubin, Knodell: Board of Finance)

*waive the reading and adopt the resolution

5.10. RESOLUTION: Authorization for Purchase of Excavator (Councilors Bushor, Aubin,
Knodell: Board of Finance)

*waive the reading and adopt the resolution

5.11. COMMUNICATION: Laurie Adams, Assistant Director DPW Water Quality to Burlington
Board of Finance, re: Request to Purchase & Finance an Excavator

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

5.12. RESOLUTION: Contract Amendment – Downtown & Waterfront Plan Town Planning
and Urban Design Collaborative (TPUDC) (Councilors Bushor, Aubin,
Knodell: Board of Finance)

*waive the reading and adopt the resolution

5.13. COMMUNICATION: Sandrine Thibault, AICP, Comprehensive Planner, Department of
Planning and Zoning, re: Contract Amendment: planBTV-Downtown &
Waterfront Plan – Town Planning and Urban Design Collaborative
(TPUDC)

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

5.14. RESOLUTION: Authorization to Amend Champlain Parkway Design Contract with
Clough, Harbor & Associates, LLP (Councilors Shannon, Bushor,
Aubin, Knodell: Board of Finance)

*waive the reading and adopt the resolution

5.15. COMMUNICATION: Norman Baldwin, P.E., City Engineer, Department of Public Works, re:
Champlain Parkway Design Contract Amendment with Clough Harbor &
Associates

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

5.16. COMMUNICATION: Harold Skorstad, re: October 28th City Council Meeting re: F-35s

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

5.17. COMMUNICATION: Tom Papp, President, Strathmore Homeowners Association, re: South
40 Solar LLC Power Purchase by BED (pf 10/21/13)

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

5.18. COMMUNICATION: Carolyn Bates, 20 Caroline Street, re: Recent Gun Incidents in

Burlington (pf 10/21/13)

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

5.19. COMMUNICATION: Jim Robert, Ward 7, re: 10/21/13 City Council Meeting (pf 10/21/13)

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

5.20. COMMUNICATION: Corey Mallon, RN, 32 Forest Street, re: St. Joseph's School
(pf 10/21/13)

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

5.21. COMMUNICATION: Kelli Brooks, Board Member, Strathmore Homeowners Association, re:
South 40 LLC Power Purchase by BED (pf 10/21/13)

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

5.22. COMMUNICATION: Mayor Miro Weinberger, re: City Hall Internship Program

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

5.23. COMMUNICATION: Sylvia Holden, 189 North Avenue, re: Opposes F-35 basing at the
Burlington Airport

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

5.24. COMMUNICATION: Elizabeth Mercer, 71 Rose Street, re: Opposes F-35 basing at the
Burlington Airport

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

5.25. COMMUNICATION: Jeanne Keller, 27 Bilodeau Parkway, re: Opposes F-35 basing at the
Burlington Airport

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

5.26. COMMUNICATION: Norman Baldwin, P.E., City Engineer/Assistant Director-Technical
Services, re: Request special consideration to repave St. Paul Street
between King and Maple in lieu of Excavation Fees

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

Members of the public may speak when recognized by the Chair, during the Public Forum (time certain: 7:30 p.m.) or during a Public Hearing. This agenda is available in alternative formats upon request. Persons with disabilities, who require assistance or special arrangements to participate in programs and activities of the Clerk/Treasurer's Office, are encouraged to contact us at 865-7000 (voice) or 865-7142 (TTY) at least 72 hours in advance so that proper arrangements can be made. This meeting will air live on the night of the meeting on Burlington Telecom, Channel 317. This meeting will also air on Channel 17 on November 6, 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).

October 15, 2013

To: The Honorable City Council, Joan Shannon, President
City of Burlington, Vermont

From: Board of Airport Commissioners, Jeff Munger, Chair
Burlington International Airport

Subject: Burlington Airport Commission's Annual Report, FY-2013

FY2013 brought many discussions about the Airport's direction, what it means to the community, Chittenden County and the state as a whole. The Airport Commission in participation with the Mayors Airport Strategic Planning Committee, worked to provide information about the current operations of the airport and what might need to be changed to ensure the Airport continues to be a successful economic driver. In addition there has been much discussion and effort put into improving the airports relationship with its host community South Burlington.

The Airport has continued to concentrate on stabilizing and improving its financial condition. During FY2013 the Airport again attained its required debt service coverage, fully funded all required reserves and successfully refinanced \$24 million in debt reducing expenses by \$300,000 per year. While the rating agencies have not made the decision to raise the Airport's credit rating, it has kept stable.

Aviation activity throughout the nation has been decreasing over the last 12 months and while the Burlington Airport has also experienced this decline, we have seen decreases less than surrounding airports. In FY2013 a total of 604,502 passengers boarded flights, which was a 7.4% decrease over FY2012. The new direct flight to Atlanta that Delta started in June 2013 will provide an opportunity to help increase enplanements. Monthly enplanement data is our key metric of activity and has a direct relationship to the Airport's revenue stream.

As in past years, the Airport still suffers from the airlines' efforts at improving profitability as they continue to seek a balance between ticket pricing and available airline seats. By reducing seats as the economy turns around, the Airport is faced with record high "load factors" which is the number of available daily seats occupied by passengers. The goal of the airlines is to have the aircraft occupied to capacity but unfortunately, the last 15% of seats are the most expensive for the passenger and discourages many to fly when they attempt to obtain tickets close to the time they want to travel. This is particularly troublesome to business travel and also discourages marketing when capacity has not increased.

There was very limited airfield construction in FY2013 with the focus again being on improvement projects in the terminal. After an extensive RFP processes, the Commission approved selecting Skinny Pancake to provide new and improved food concessions for the traveling public. Skinny Pancake made a significant investment in their new post screening restaurants as well as a Chubby Muffin snack bar in the main lobby. The Airport's passengers have been greatly enjoying Skinny Pancakes creative and healthy menus, and their commitment to local foods is an excellent match to the

types of services our passengers deserve. In addition, the Commission approved awarding Hudson News a contract under an RFP process to provide news, gift, and other concession services to the Airport. Hudson News constructed new and expanded stores post screening and reconstructed the main lobby store, bringing essential products to the public in addition to providing access to Vermont made gifts. The Airport expects both of these new and expanded projects to provide an increase in revenues during the next fiscal year. Other projects that were accomplished in FY2013 included replacing the main portion of the terminal roof, essentially eliminating long term leak issues that were affecting tenants and completely rehabilitating the 1980s era north concourse restrooms completed in June 2013.

The Airport continues to market extensively in Canada and to domestic air carriers to increase service at Burlington. Meetings have been held with Southwest, Spirit, Allegiant, Vision, Cape Air and several other airlines about potential future service to Burlington. Seasonal service on Porter Airlines to Toronto was continued in 2013 with four flights a week. We also continue to work on relationships with the Burlington Airport's existing carriers, United, USAirways, Jetblue, and Delta. Ensuring our existing routes are profitable and full and our existing airlines are happy with the service we provide them is very important to helping us gain potential additional flights and new routes.

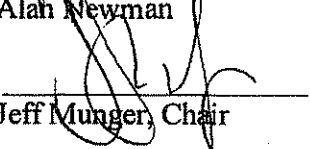
Greyhound Bus lines continues to operate successfully with non-stop service to the airport from downtown Montreal. There is also a direct connection from Montreal's Trudeau Airport for passengers that may want to fly to Montreal and then bus to Burlington to take advantage of cheaper air service. We're confident that the Greyhound bus service will lead to even more business from transit oriented Montrealers.

It should come to your attention that Taxi Administration by the Commission and Airport staff has become cumbersome and inefficient, thus challenges the focus of both elements. Much of the taxi ordinance was well done but a great deal has to be rewritten. The Commission, therefore, requests the Airport be relieved of this responsibility and moved elsewhere in City government.

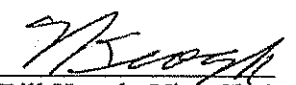
On behalf of the Airport staff, please stop by and visit the airport, even if you're not flying. Take advantage of the spectacular view from the Airport roof garden, enjoy the art in the terminal building, and take some time to relax in the rocking chairs. The Airport has thrived since the first flight on August 14, 1920 making this airfield 93 years old.

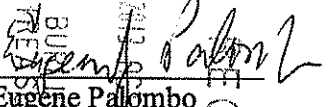
We thank all of you for your support and enjoy a good working relationship with Mayor Miro Weinberger, the members of the Burlington City Council, and the staff of the various City agencies. We know that their sincere efforts as it relates to the Airport will ensure that the residents of the City of Burlington and the citizens of the service region of the Airport will have first-rate travel options.


Alan Newman


Jeff Munger, Chair


Jeff Schulman


Bill Keogh, Vice Chair


Eugene Palombo

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BURLINGTON
CLERK
OFFICE

DEC 29 A 9:25



585 Pine Street • Burlington, VT 05401-4891
802/658-0300 • 802/865-7386 (TTY/Voice) • Fax: 802/865-7400

MEMORANDUM

TO: Burlington City Council

FROM: Spencer Newman, Chair
Burlington Electric Commission

DATE: September 15, 2013

SUBJECT: Commission Chair Report

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BURLINGTON CLERK
TREASURER'S OFFICE

As Chair of the Burlington Electric Commission, I am pleased to report to the City Council on the past year's activities at Burlington Electric Department. It was a successful year as BED moved toward its goals of increasing efficiency, completing new renewable energy contracts, moving forward with the Smart Grid project, negotiating the Winooski One purchase, maintaining stable rates, and solidifying our financial position.

As we have done in the past, we present our Performance Measures Report for 2012, which best sets forth the mission, priorities and accomplishments of BED during the past year.

I am pleased to report that the state-wide Smart Grid Investment Grant that BED has participated in (50 percent funded by U.S. Department of Energy, 50 percent by a voter-approved bond) is nearing completion. Installation of the advanced meters is virtually completed, with very few opt-outs city wide. The vast majority of customers are able to sign on to Energy Engage and see their electricity usage in 15-minute increments. We have already seen some of the efficiencies, including better outage response times, which this project will produce.

As we have mentioned in the past we see the Smart Grid project as building a platform for the future as we move toward time-of-use rates, transform our vehicles away from fossil fuel and toward electricity, move toward more intermittent renewable electricity as opposed to large base-load resources, among other things. We are truly transforming our electricity system into the 21st century.

We continue to do very well with the "Service Quality and Reliability Plan" that we are required to submit to the Department of Public Service. In all categories we met or exceeded the goal. We are also very proud to say that because of our aggressive energy efficiency work Burlington's average residential kWh usage decreased 29% since 1989. This type of efficiency investment provides enormous economic and environmental benefits for Burlington.



Energy Efficiency
A Way of Life

Printed on Recycled Paper

BURLINGTON ELECTRIC DEPARTMENT

585 Pine Street
Burlington, VT 05401
(802) 658-0300

Regarding our rates, BED's Fiscal Year 2014 Budget does not include any rate adjustments. BED and the commission is optimistic that we will be able to hold rates stable over that period barring any unforeseen, material changes in power supply costs or the renewable energy credit market.

BED continues to do an outstanding job at controlling its operating expenses. The investments in our electrical system have improved system reliability and reduced unplanned outages. The changes have reduced line loss from 4 percent in 1996 to 2.05 percent in 2011, with expected savings of \$481,000 in FY'14. Adjusted for inflation, the administrative cost per customer has declined 18 percent since 2003.

The 2012 Integrated Resource Plan (IRP), which can be read on our website under "Power Supply", received approval from the Public Service Board on July 15, 2013. The IRP clearly states the department's goals of moving Burlington toward 100% renewable sourced energy in the near future, while keeping rates stable and regionally competitive. We are well on our way to achieving this goal with the recent purchase of several long-term wind contracts as well as continued negotiation for purchase of the Winooski One hydro facility.

Finally, I should note that the commission has recently convened a Lighting Policy committee, which over the next several months will be reviewing and offering recommendations on compliance, demand management, and other issues related to citywide lighting standards and lighting fixtures.

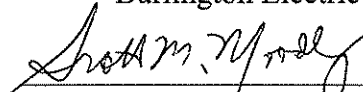
We thank the members of the City Council for your ongoing support of our efforts.

Sincerely,



Spencer Newman
Chair, Burlington Electric Commission

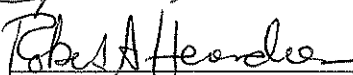
cc: Mayor Miro Weinberger
Lori Olberg, Clerk/Treasurer's Office
Burlington Electric Commission



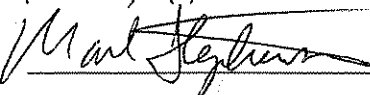
Commissioner Scott Moody, Vice Chair



Commissioner Jean O'Sullivan



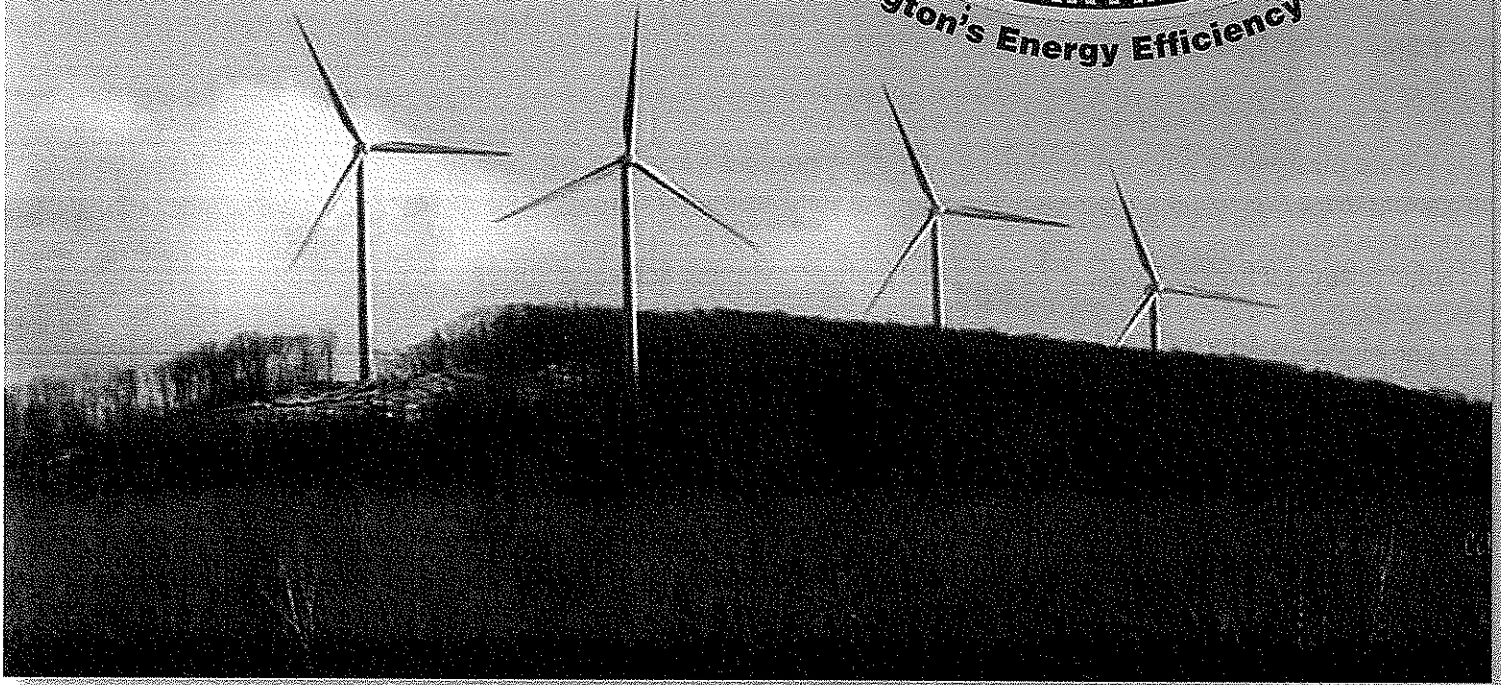
Commissioner Bob Herendeen



Commissioner Mark Stephenson

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BURLINGTON CLERK
TREASURER'S OFFICE

2012 Performance Measures Report



The Georgia Community Wind Project. Photo by Catherine Chamberlain

Efficiency, Renewables, Smart Grid – Burlington Moving Forward!

Just as Burlington Electric Department had the vision to build the 50 megawatt McNeil wood-chip plant in Burlington's Intervale in 1984 and invest in energy efficiency starting in the early 1990s (two investments we continue to benefit from to this day) the current investment in ConnectCity, BED's smart grid project, will benefit our customers for decades to come.

BED is moving forward with upgrades that are bringing our aging distribution system into the 21st century in order to provide better outage management for our customers, better integration of small-scale renewable energy into our system and efficiency improvements at many levels – all which make Burlington a stronger community by improving our economy, protecting our environment and moving us toward a more sustainable future.

As we move further into the 21st century we will continue to move away from the large polluting base-load generators that emitted so much carbon dioxide and many other pollutants into our atmosphere and instead down a path to sustainability with greater efficiency and more small-scale renewable projects.

As future generations experience even more of the negative effects of global warming than we are experiencing at present they will appreciate our commitment to change and our investment in the future. "ConnectCity" truly is transforming BED into a utility of the 21st century. We are proud to be a part of BED during this time.

**Burlington Electric Commission
585 Pine Street
Burlington, Vermont 05401**

Spencer Newman, Chair
Scott Moody, Vice Chair
Robert Herendeen
Jean O'Sullivan
Mark Stephenson

To: All BED ratepayers and citizens of Burlington
From: Spencer Newman
Date: March 2013
Re: Performance Measures Report

We are pleased to present Burlington Electric Department's Performance Measures Report for 2012. We have been preparing these reports since 1998 for the benefit of the Burlington City Council and our ratepayers. Each year, BED conducts a comprehensive self-examination and presents the findings in this report. Performance measurement helps us achieve several important goals for the organization involving accountability, service, costs, strategic planning and management.

The big focus of 2012 continued to be ConnectCity, BED's smart grid project, which was 50 percent funded by a grant from the U.S. Department of Energy. This project is updating our system in many ways and will improve reliability and efficiency while enhancing the ability to connect small-scale renewable energy projects to our distribution system. As with any project this complex and extensive, at times it has proven challenging. With support from its vendors BED worked through many interconnectivity issues, and is now beginning to bring systems online and see the benefits of the investment.

We take our commitment to customers for affordable electricity very seriously, and we once again were able to avoid a rate increase through careful budgeting and planning and favorable power supply conditions.

BED remains committed to energy efficiency as its No. 1 goal, closely followed by renewable energy. These goals are being implemented with a continued and strong effort to improve efficiency and with the negotiating and signing of several new renewable energy contracts. It is imperative that we make our electricity use as clean and low impact to the planet as possible. Visit our website at www.burlingtonelectric.com to read about the work we are doing in these areas.

At BED, we are proud of our 108-year history as a publicly owned utility. We are proud to have led with energy efficiency and renewable energy, and we are very proud to be leading the way in deploying smart grid technology to meet the 21st century needs of our customers.

INTRODUCTION

A department of City government, Burlington Electric Department is an essential part of Burlington's infrastructure. As a public utility, BED – overseen by a citizen commission – embodies the community's commitment to not-for-profit rates, local control, and sustainability.

Because it is a municipal department, the citizens of Burlington have the right to participate directly in the most important decisions about BED's future. These community-based decisions have long reflected Burlington's values in promoting sustainability. Starting with the McNeil plant that came on line in 1984 and continuing with energy efficiency when voters of Burlington wisely passed an energy efficiency bond in 1990 that kicked off our robust commitment to efficiency, considering it on par with generation, and more recently with hydro, wind and solar. Our citizens know the importance of system reliability and have repeatedly supported system investments, such as the \$36.6 million bond approved in 2009 for distribution upgrades and other projects.

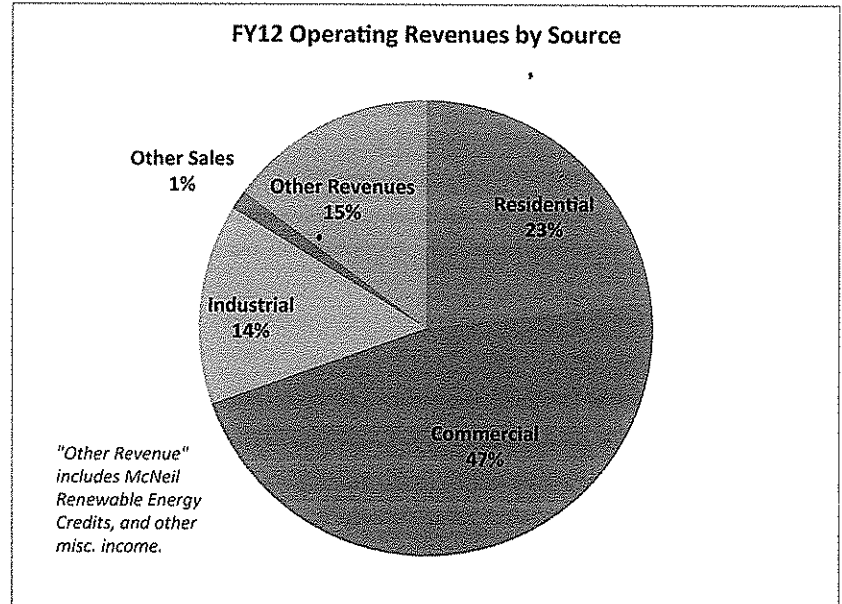
BED is proud to serve Burlington and will continue to be responsive to the community. This report is intended to help explain what we do and to help us measure our progress over time. We invite your comments and suggestions.

MARKET REVENUES

BED provides electric service to more than 16,300 residential customers and 3,700 commercial and industrial customers. For a variety of reasons, including a very large number of students, BED's turnover in residential accounts is more than 6,000 per year. This is a remarkable amount of account management for a utility of this size and contributes to somewhat higher than average customer service costs.

On the other hand, BED has two large customers that represent 30% of total sales. Not surprisingly, commercial and industrial customers use much more electricity than residential customers and account for 61% of revenues.

All BED customers expect certain fundamental services — reliable and safe electricity, professional and courteous service, and affordable bills. Each customer group has unique needs, however. That's why we have tailored our programs and services to meet the needs of each group.



SERVICE QUALITY & CUSTOMER SATISFACTION

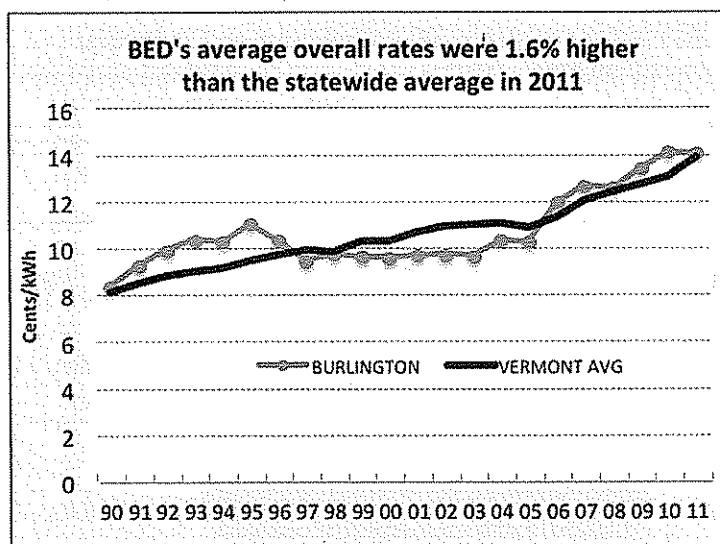
Like all Vermont utilities, BED is required to submit a quarterly Service Quality and Reliability Plan (SQRP) to the Vermont Department of Public Service. The SQRP establishes standards for a variety of performance criteria (see a selection of measures below).

Each utility is expected to meet these minimum performance standards. Over the years, BED has performed far better in most categories than required and continued to do so this year.

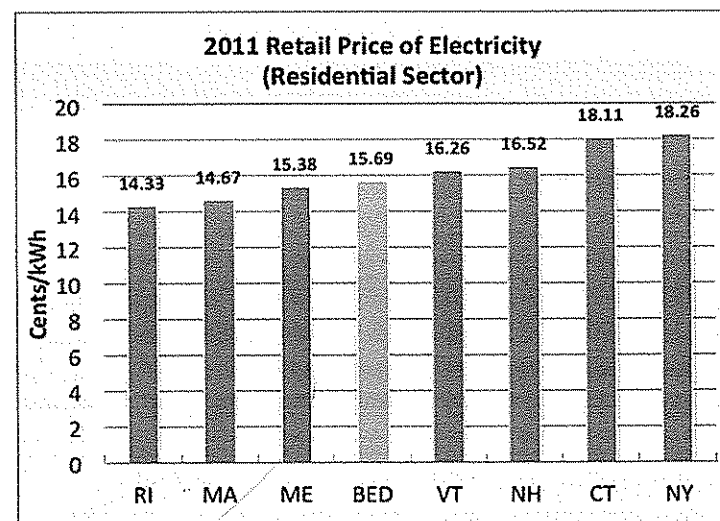
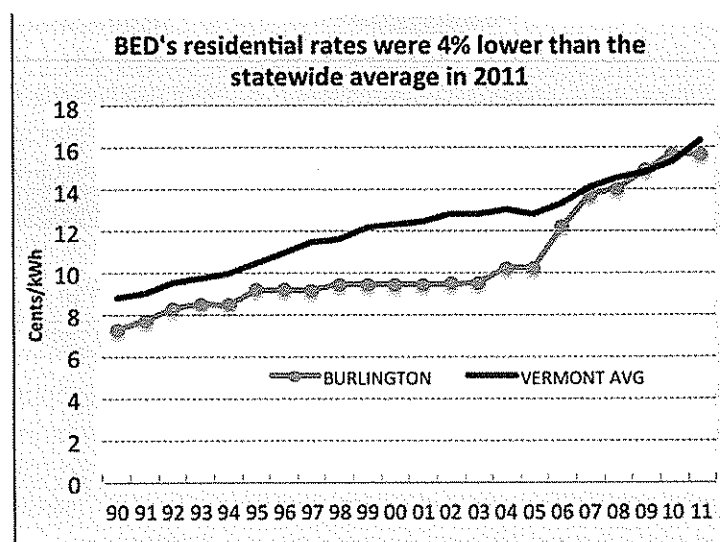
BED will continue to work hard on service quality and reliability. We know our customers expect no less.

Performance Area	Standard	BED
% Bills found inaccurate	0.1%	0.0%
% Bills estimated	5%	0.2%
% Customer requested work completed by promised delivery date	95%	100%
Average # of customer interruptions per year	2.1	1.4
Average duration of customer interruption (hours)	1.2	1.0
Lost time incidents / year (injury leading to lost work time)	< = 3.5	.92
Lost time severity (total work days missed due to injury)	< = 71	29.6

RATES & BILLS



(SOURCE: DEPARTMENT OF PUBLIC SERVICE, UTILITY ANNUAL REPORT DATA)



(AVERAGE PRICE COMPARED TO OTHER NORTHEASTERN STATES. SOURCE: EIA-861 DATA FOR CALENDAR YEAR 2010.) [HTTP://WWW.EIA.DOE.GOV/CNEAF/ELECTRICITY/ESR/ESR_SUM.HTML](http://www.eia.doe.gov/CNEAF/ELECTRICITY/ESR/ESR_SUM.HTML)

Utilities have different rate designs that make comparisons difficult. The easiest way to measure performance is to compare average revenues per kilowatt-hour - total revenue divided by kWh sales. This is called "average rates" and is a standard measure for the price of electricity to the consumer.

BED had a rate increase in 2009; did not have one in 2010, 2011, or 2012, and expects no increase for FY 2013.

Although rates are an important indicator, they tell only part of the story. A customer's bill reflects the rate times the amount of electricity used. Thus, customers who are more efficient and use less power have lower bills.

RESIDENTIAL CUSTOMERS

BED's residential rates were 4% lower than the statewide average in 2011.

In addition to competitive rates, Burlington residents have managed their electric use through energy efficiency (see p.5). The combination has produced relatively stable bills for Burlington residents.

Burlington's average residential bills were 27% less than the statewide average in 2011.

	Avg. Res. Rate / kWh	Avg. Res. Annual Bill
Burlington	15.69¢	\$817
Vermont	16.35¢	\$1,126

In 2011, an average Burlington residential customer paid \$309 less per year than the statewide average (and lower than the average for every state in the region). Overall, this represented aggregate savings of \$5.1 million in 2011 – money that could be saved or spent in the local economy. These savings also help lower housing costs, which is important in Burlington's tight housing market.

Note: Some of the difference in usage and bills reflects the number of small rental units in Burlington.

RATES & BILLS

The 2011 inflation-adjusted average annual residential bill was still **lower** than in 1990. This is especially noteworthy in contrast to the rising costs of other energy sources. For example, according to the U.S. Department of Energy, the inflation-adjusted price of natural gas for residential customers in 2011 was 34% higher than in 1990.

COMMERCIAL & INDIVIDUAL CUSTOMERS

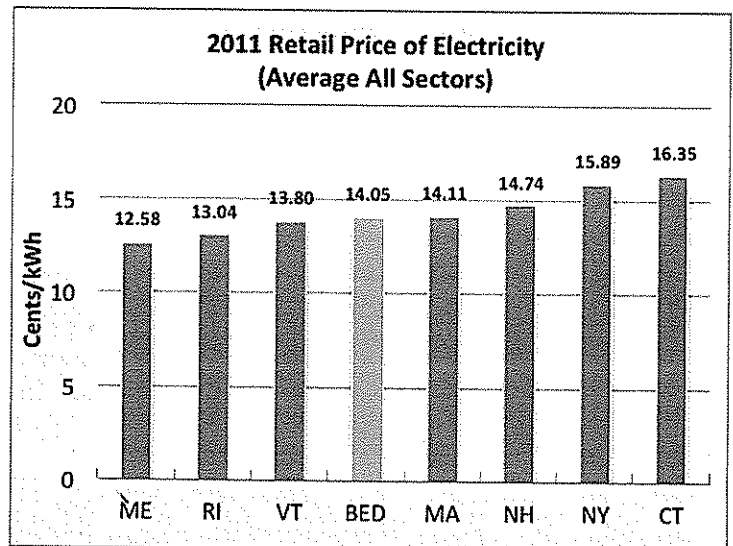
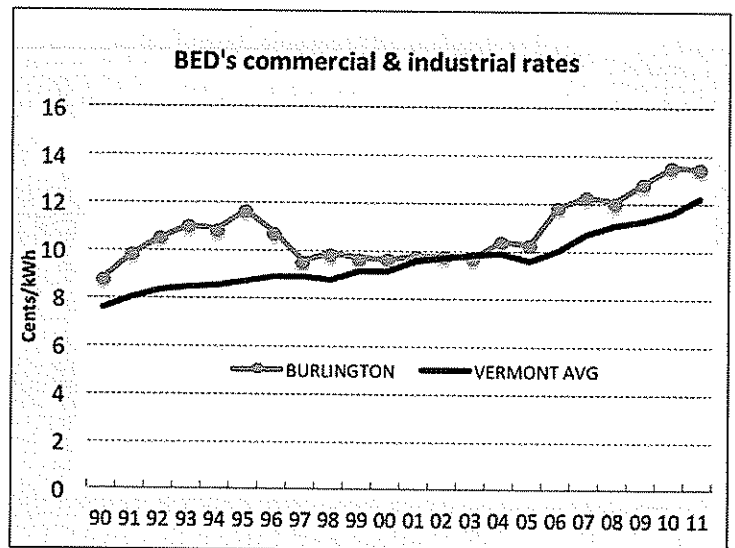
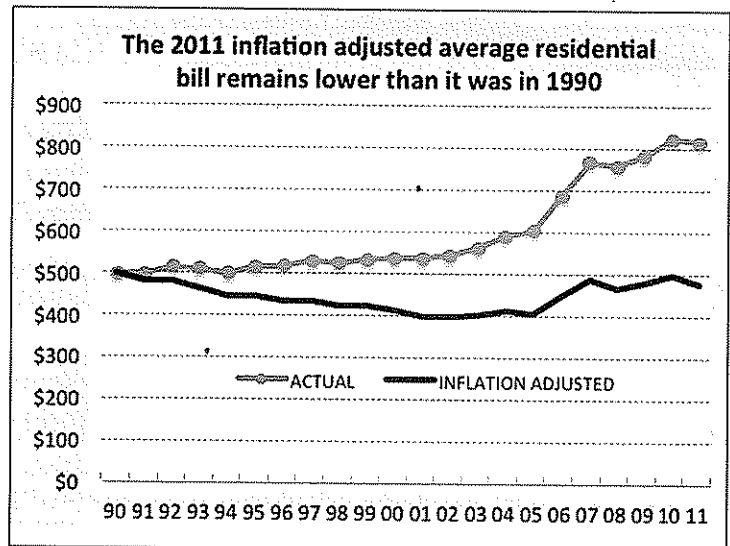
Average commercial and industrial rates have increased 10% since 2007. Although BED's rates remain higher than the statewide average, the gap is expected to close in the next few years.

Recent rate increases were driven largely by expiring power contracts at old prices and the need to replace them with contracts at higher market rates. Fortunately, the majority of impacts from the deregulated markets are already built into our rates.

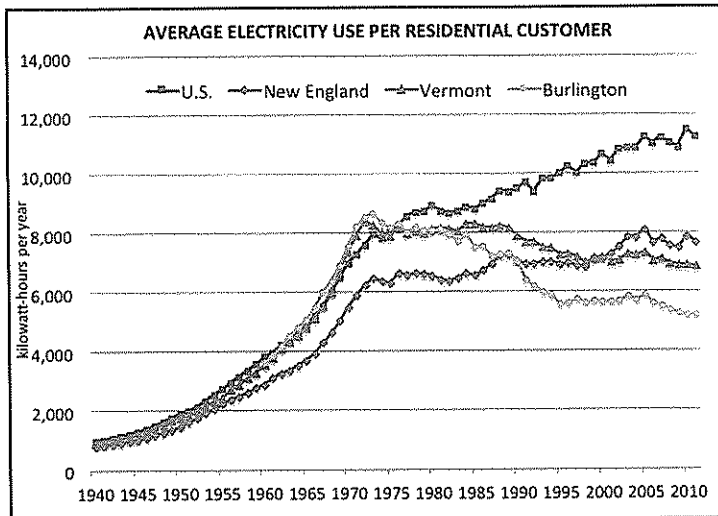
In addition, BED will make the final payment on the majority of its outstanding revenue bonds in 2014 (including those for the McNeil Plant). This will reduce costs and help stabilize rates going forward.

The bottom graph shows a comparison of BED's overall rates with other New England states. To the extent electric rates are a real or perceived issue for economic development, Burlington is in good shape within the region.

In any case, rates are still only half the picture. Along with the efforts to reduce rates, BED's Energy Services staff have helped C&I customers reduce their consumption through energy efficiency initiatives (see pages 6 and 7). The combined effect is powerful.



ENERGY EFFICIENCY



Burlington voters approved an \$11.3 million energy efficiency bond in 1990. BED invested those funds wisely and the results are described below. BED customers (like all others statewide) pay a small monthly charge that supports BED's energy efficiency efforts.

BED partners with Efficiency Vermont on the retail products program. Customers receive rebates for buying Energy Star lighting and appliances at local retailers. In 2012, BED customers purchased more than 44,000 compact fluorescent and LED bulbs and fixtures, 170 washing machines, and close to 1,300 Energy Star consumer electronic products.

Altogether, **BED has invested \$19.3 million in energy efficiency and has leveraged another \$22.6 million in private funds** from our customers. Almost all of these dollars re-circulate in the local economy. The effect has been dramatic.

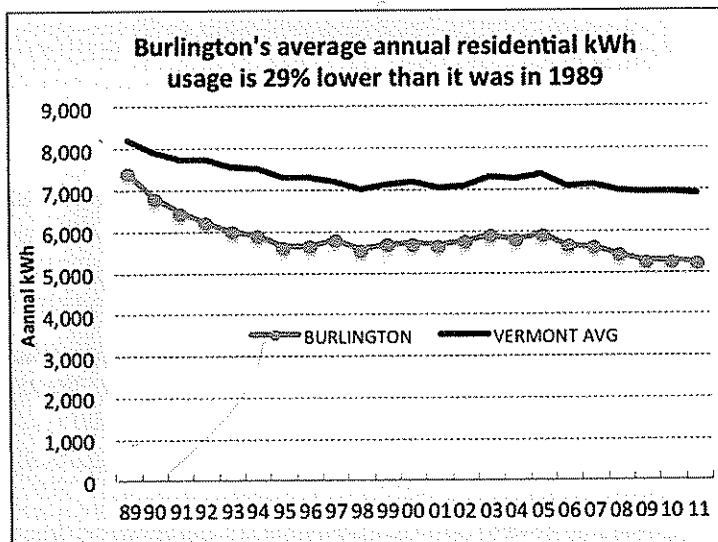
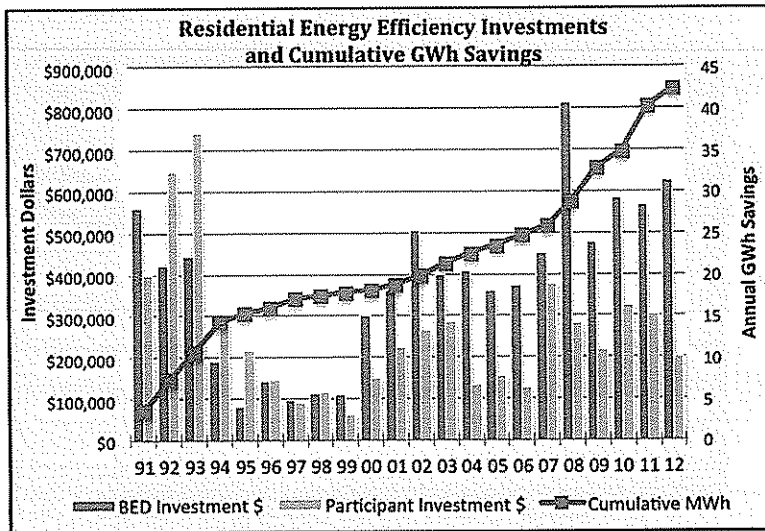
Overall electricity use in 2012 was 5.3% lower than in 1989. During the same period, statewide use of electricity increased by 8.1%.* Thus, we are meeting the needs of a growing local economy with less electricity than we used 23 years ago. **The efficiency investments saved Burlington customers \$15.4 million in 2012 alone.**

Furthermore, efficiency investments helped Burlington avoid the release of 20,310 tons of CO₂ in 2012, equivalent to removing 3,620 cars from the highways.

All customers pay for efficiency in their bills, so BED has programs tailored for all rate classes. The graphs at left and below show the distribution of resources and savings for residential and commercial / industrial customers.

BED's Energy Services staff worked with dozens of customers in 2012 to implement efficiency projects that save energy, enhance facilities, and improve competitiveness. Total customer savings were \$1,050,487. For example (next page):

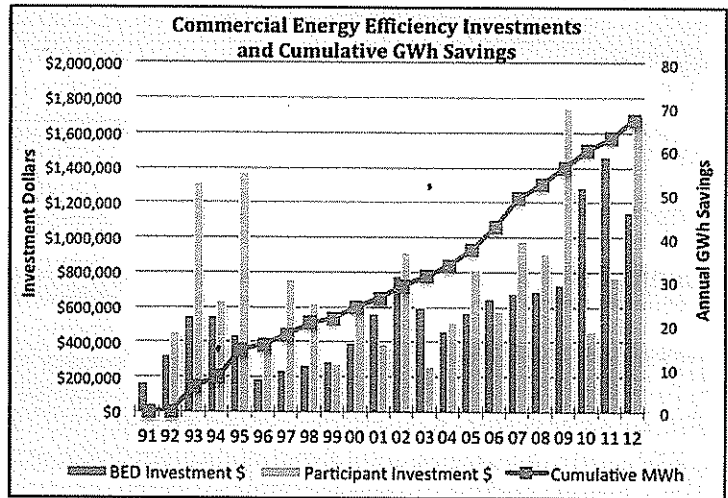
**Note: Population growth was similar for Burlington and the state (8% v. 11% respectively), but statewide job growth was greater than Burlington's (17% v. 5%). This explains some portion of the variance.*



ENERGY EFFICIENCY

- BED's Energy Services staff worked successfully with the University of Vermont to retrofit about 1,300 exterior site lights with LED's that are estimated to save about 500,000 kWh's per year. This project displaces the annual energy usage of approximately 100 Burlington homes.

- BED also worked closely with the Burlington Furniture Company on improvements to their heating and cooling system controls resulting in strong energy savings, a quick return on the investment, and increased comfort. Successful lighting projects were also completed at Burlington College's new home on North Avenue and Champlain College's Bader Hall project.

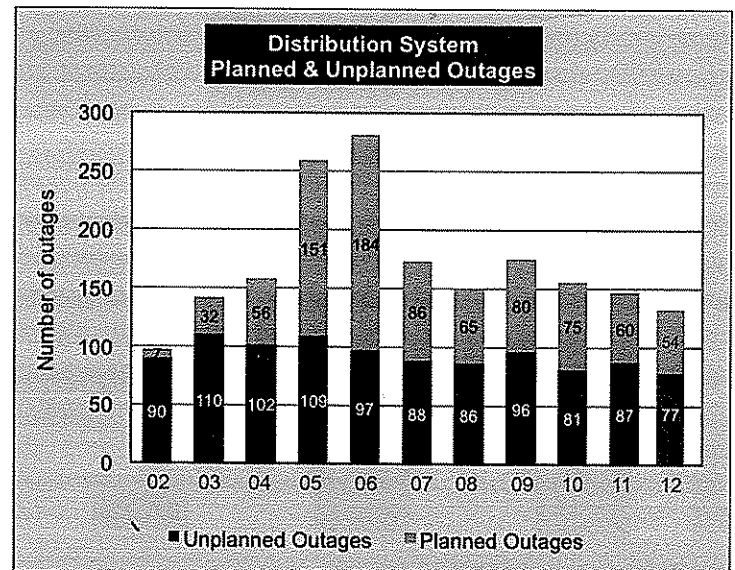


RELIABILITY

An interruption of power is considered an outage if it exceeds five minutes. Outages are either planned or unplanned. Planned outages are generally shorter in duration, affect a smaller number of customers, and are warned in advance giving customers time to prepare. Planned outages allow BED staff to safely perform routine maintenance and upgrade facilities. Unplanned outages usually impact a larger number of customers, occur without warning, and are generally longer in duration. Most are caused by weather, equipment failure, and animal or tree contact.

BED eliminated the last two 4.16 KV substations, leaving four small pockets of the 4.16 KV distribution system in the City with plans to upgrade these four remaining areas over the next 2-3 years. In 2012 BED extended an existing distribution circuit into the New North End to allow for greater flexibility in dealing with outages.

BED continued with the upgrade of the old 4.16 KV circuits to 13.8 KV, replaced old underground direct-buried cables with new cables in new conduits, and completed the installation of animal protectors on three circuits equipment that are not equipped with animal wildlife protectors. These changes have improved system reliability significantly and have reduced operating costs by reducing distribution system losses.



BED's power supply reflects a number of considerations including cost, renewability, predictability / reliability, stability vs. flexibility, diversity, and other economic and environmental impacts. While cost is always critical, other factors influence purchase decisions. BED has succeeded in maintaining comparatively low and stable rates, while continuing our commitment to renewables and, to the extent possible, keeping money in Vermont by supporting Vermont-based renewable generation.

Global Warming & Future Power Supply:

Generating electricity with fossil fuels contributes to climate change. BED has long been a leader in renewable energy development. BED's 2012 Integrated Resource Plan established a goal to continue seeking long-term renewable resources to fill the remaining supply gap without substantial rate impacts. Since the 2012 IRP was filed in September, 2012, BED has executed a five-year contract for energy from small existing hydro facilities, received approval to exercise the option and started discussions to pursue purchasing the Winooski One hydro facility, and the Georgia Mountain Community Wind Project in Georgia, Vermont, has come on line and begun delivering energy. Purchasing the Winooski One hydro facility will meet another 8 to 9% of the city's annual energy needs.

At this time, BED expects that its calendar 2013 purchases will be approximately 59% renewable. In addition it has approved and executed contracts for generation equivalent to 15 to 30% of BED's needs coming on line in the following years (2014+). As stated

earlier BED is currently negotiating to purchase the Winooski One hydro facility.

Integrated Resource Plan/Renewability:

BED's 2012 analysis of supply options found that renewable resources remain the best course of action (see www.burlingtonelectric.com; under "Power Supply" hit "Integrated Resource Plan"). However, such resources generally come at a premium price. In order to maintain stable rates and with the approval of the Electric Commission, BED can sell the rights to the renewable aspects of the output from the McNeil Plant and other renewable resources (Renewable Energy Credits or RECs). When RECs are sold however, BED loses the right to claim the output as renewable.

After accounting for the sale of McNeil REC's, 12% of BED's needs were met with renewable energy in 2011.

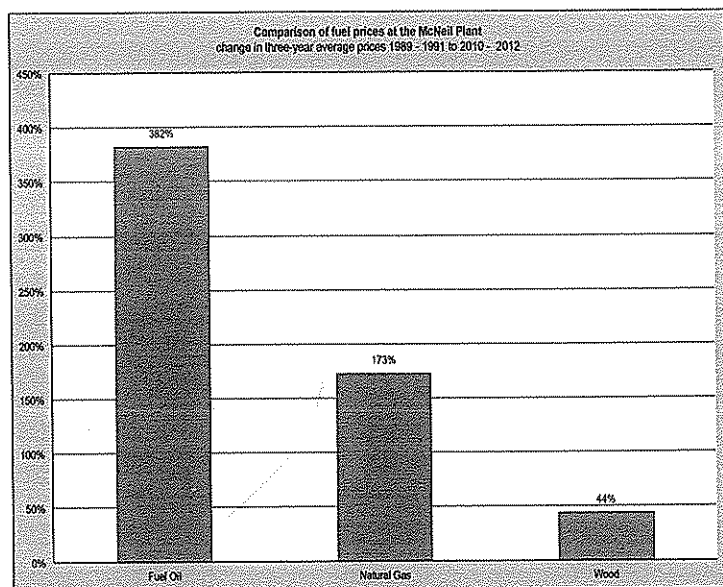
Prior to the sale of the RECs, BED received about 47% of its power from renewable resources.

The RECs were sold to reduce the rate impacts of purchasing long-term renewable resources. The BED Electric Commission has currently approved the sale of RECs through FY 2016 and continues to review the economics of selling RECs to control rates versus retaining the ability to claim renewability.

BED generally follows a policy of replacing the high valued RECs it sells by repurchasing RECs from existing renewable resources. Selling high-valued RECs and repurchasing lower-valued RECs helps control rate impacts to BED customers as well as allowing BED to continue to claim output as renewable. After replacing the RECs that had been sold, BED's renewable percentage was restored to the pre-sale values (see www.burlingtonelectric.com under the "Power Supply" tab for a more detailed discussion of REC transactions and their effect on renewability).

The McNeil Station

In 2012, 32% of BED's power came from McNeil. As the second largest generating station in Vermont, McNeil continued to provide a valuable source of power and reliability to the area. The capacity factor for the plant was about the same as in 2011 at 51.5%. During the major turbine outage in April 2011, it was discovered that the generator rotor needed rewinding. The parts were ordered, and the rewind was scheduled for September of 2012. Although McNeil is capable of burning wood, oil and gas, all generation during this period was from wood fuel.



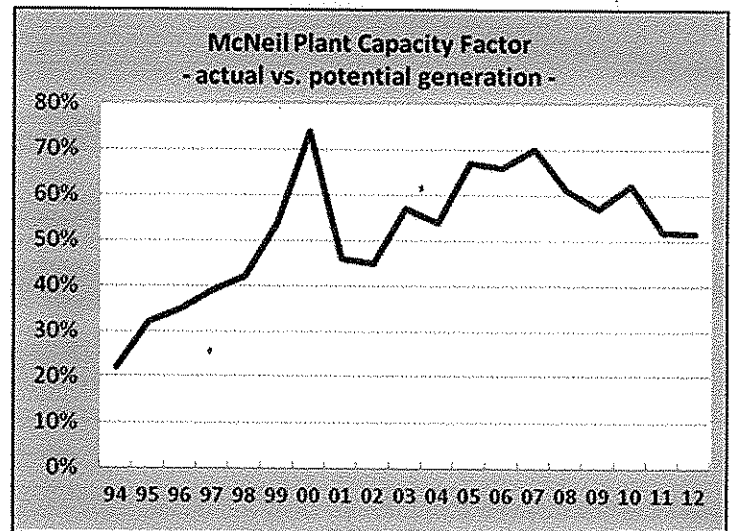
GENERATION • THE McNeil plant

The McNeil Station is dispatched by ISO New England, which controls all of the region's power plants. The decision to run a plant is based on regional demand, reliability needs, and the bid price, which reflects fuel costs at each plant.

The Plant ran somewhat less in 2011 due to a major overhaul of the turbine, which occurs every six or seven years.

ISO does not consider the total cost of producing power because it excludes most "externalities" such as environmental and secondary economic impacts. However, ten states now require fossil-fueled units to purchase carbon credits in order to operate. This incorporates environmental costs into the economics of these units. Because **McNeil uses a renewable fuel** (biomass, considered net carbon neutral), it provides a competitive advantage.

All power plants that burn fuel emit certain substances into the air. Until we are able to switch completely to pollution-free technologies like wind, solar, and hydro, we must continue to reduce demand whenever possible.



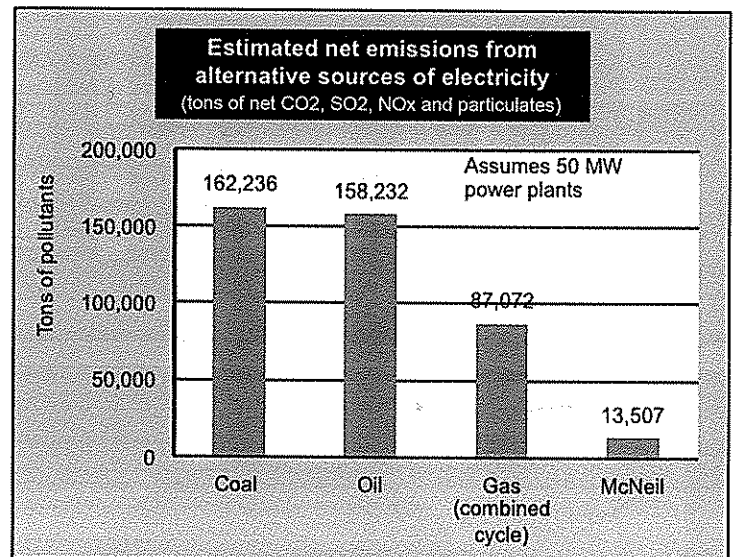
HARVESTING BIOMASS

McNeil's wood harvesting standards are comprehensive, field-proven means to harvest biomass fuel sustainably, and have been used as a model in developing forest management certification criteria.

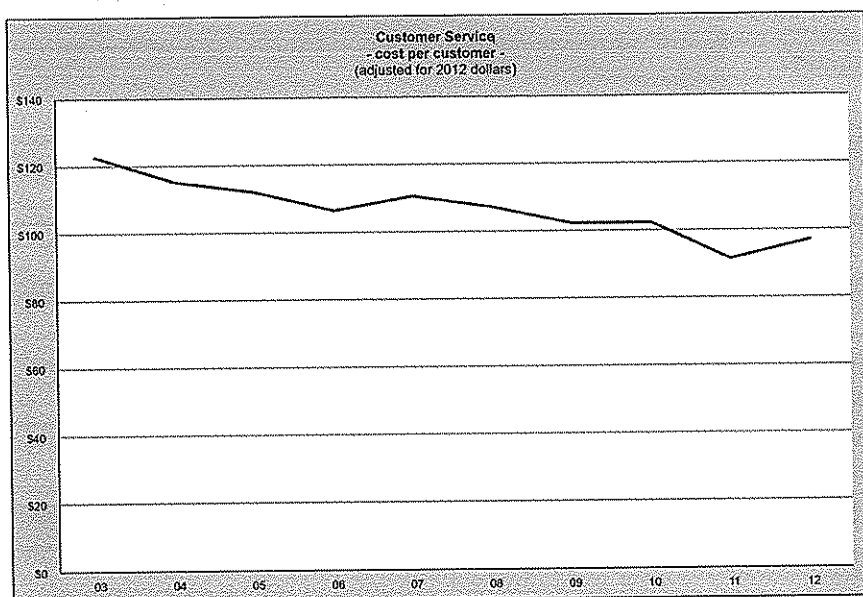
In 2012, McNeil Station used 357,118 tons of wood; 94% harvest residue, 4% sawmill residue and 2% clean recycled wood. McNeil foresters plan and monitor harvests on more than 5,000 acres per year within a 100 mile radius of Burlington. Harvest plans include protecting critical habitats and wetlands. For example:

- McNeil makes available portable skidder bridges for free (on loan) to loggers.
- McNeil foresters encourage the use of low-impact harvesting equipment on sensitive sites.
- McNeil manages its wood fuel inventory to minimize delivery disruptions during inclement weather and to avoid environmental impacts of harvesting during sensitive times of the year.

McNeil continues to operate the Burlington Waste Wood Depot, which provides local residents and businesses with a central location to dispose of clean waste wood at no charge. **In 2012, 6,850 tons of waste wood were diverted from local landfills to McNeil and processed into fuel, which conserved nearly 30,000 cubic yards of critical landfill space and reduced McNeil fuel costs by \$76,740.**

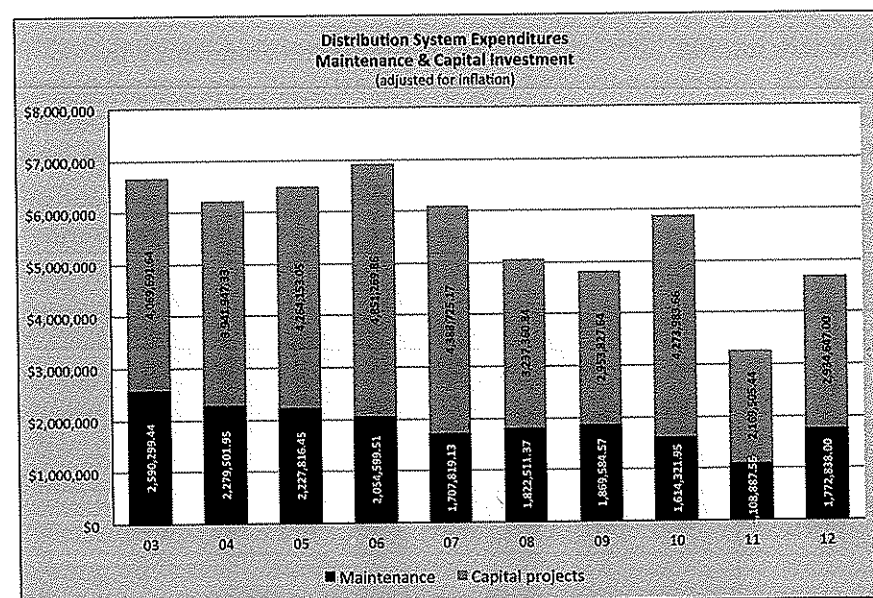


OPERATING EFFICIENCY



Approximately 6,000 of our 16,000 residential customers change locations each year, which is a primary driver of customer service costs. BED has managed to lower and stabilize these costs over the last ten years. Adjusted for inflation, the cost per customer has declined 25% since 2003. Among other things, this reflects considerable savings from consolidating job functions and the productivity of our staff.

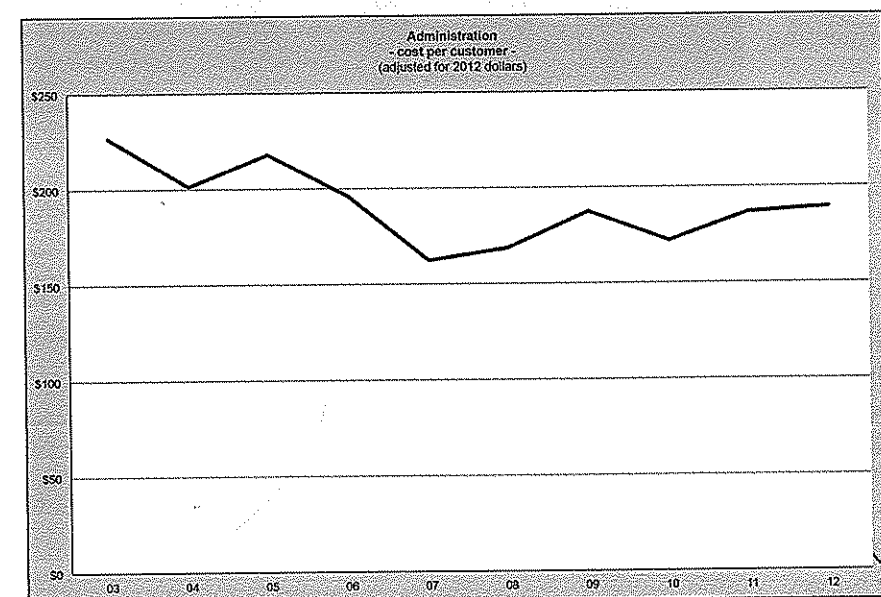
Adjusted for inflation, the average cost of maintaining the distribution system is \$1.8 million / year. In addition, BED makes long-term investments to improve the system, to extend its useful life, and to accommodate new development. Capital projects include equipment upgrades, line extensions and new underground conduits and cables.



These investments improve system reliability and reduce unplanned outages. Distribution system efficiency measures include conversion from 4.16 KV to 13.8 KV, load balancing, installation of capacitor banks, etc. **The changes have reduced line losses from 4% in 1996 to 2.05% in 2011 and are expected to save approximately \$481,000 in FY'14.**

Capital expenses were lower than usual last year because one planned project was delayed and another cost less than expected.

The administrative costs of running BED have declined significantly since the late 1990s from staff reductions (down from 164 employees in 1996 to 125 today) and greater efficiencies. Since then, BED has continued to work hard to control costs. However, since the customer base is stable, any cost increases (e.g., health care, salaries, insurance, etc.) result in higher costs per customer. Nevertheless, **adjusted for inflation, the administrative cost per customer has declined 18% since 2003.**



ECONOMIC IMPACTS

TAXES AND FEES

As a municipal entity, BED is not required to pay property taxes. However, BED makes an annual payment in lieu of taxes (PILOT) that makes us the largest property taxpayer in the City. BED also collects a 3.5% franchise fee for the City.

This is significant because these payments come from all customers (and the joint owners of the McNeil Station), including nonprofit entities such as UVM and Fletcher Allen that don't pay property taxes. This is a more equitable distribution of the burden of financing City operations and is an important benefit of public power.

If not for BED's PILOT and the franchise fee the municipal property tax rate would be more than nine cents higher than it is today. That means a family with a \$200,000 home saves about \$187 per year in property taxes, while paying only \$28 in franchise fees, a savings of \$159 per year.

BED Payments in Lieu of Taxes and Franchise Fee Transfers			
Fiscal Year	Payment in Lieu of Taxes (PILOT)	City Franchise Fees	Totals
2008	\$1,422,118	\$1,555,177	\$2,977,295
2009	\$1,545,262	\$1,581,818	\$3,127,080
2010	\$1,513,864	\$1,640,653	\$3,154,517
2011	\$1,570,954	\$1,678,281	\$3,249,235
2012	\$1,645,920	\$1,646,997	\$3,292,917
5 Yr. Totals	\$7,698,118	\$8,102,926	\$15,801,044

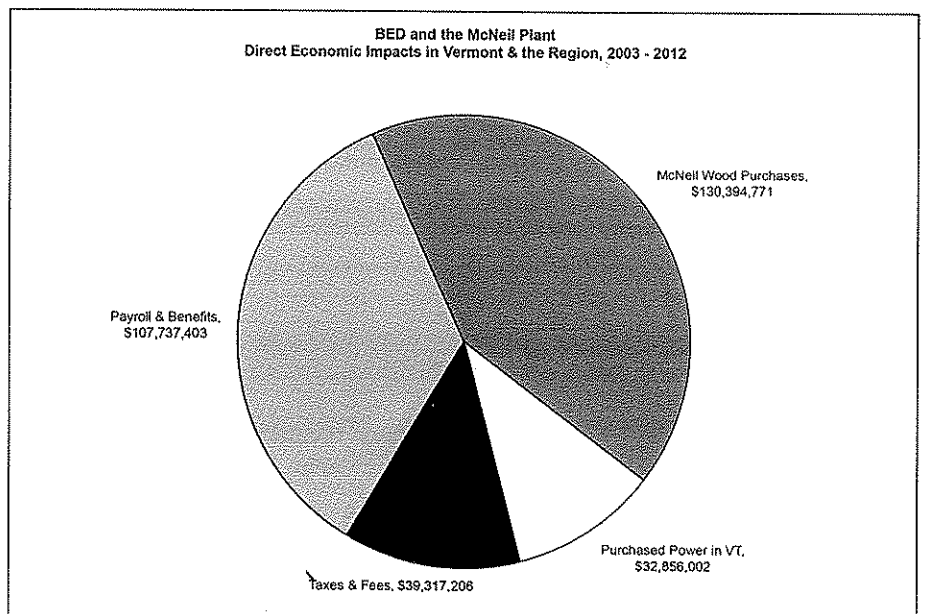
JOBS AND THE MULTIPLIER EFFECT

One of the benefits of the decision to build the McNeil Generating Station is that a considerable amount of money remains in Vermont and the region. In addition to providing 40 jobs for Vermonters at the Plant, BED's wood fuel purchases also contribute to the Vermont economy, supporting North Country landowners, processors, and haulers. It is especially noteworthy that much of this activity has occurred in the northernmost counties of Vermont, where most economic indicators lag behind the rest of the state.

In addition, sustainable harvesting of wood fuel results in environmental benefits and a reliable long-term fuel source. A sustained market for low-grade wood at McNeil allows landowners to improve the future value of their woodlands. This encourages residents to own and maintain undeveloped forestland, which provides many public benefits such as clean water, wildlife habitat, and land for recreation.

The economic impact of BED's operations includes payroll, local taxes, wood purchases, and other power purchased within Vermont. **BED's total direct contribution to the Vermont economy over the past 10 years was \$303 million.**

The indirect benefits are significant as well. For example, wood purchases have a powerful "multiplier effect" as the money circulates through the economy. Including transportation costs, **BED and the Joint Owners spent \$13.96 million for wood at the McNeil Plant last year. This led to \$12.4 million in additional economic activity, including \$6.2 million in wages for 162 jobs (one year only). Furthermore, we estimate that these activities produced \$754,000 in state and local tax revenues (not including \$3.28 million in PILOT and franchise fees for Burlington).**



Smart Grid's Guiding Principles

As we continue the implementation of *ConnectCity* (BED's Smart Grid project), BED wants to assure our customers that their interests and privacy concerns are paramount. Below are the "Guiding Principles" that we have developed with the state-wide eEnergy Vermont Communications Group. We believe they align with fundamental consumer interests and expectations.

The Principles are:

1. **Expectation of privacy.** Consumer billing and usage data will not be shared with any third party without the consumer's consent except as required by law.
2. **Expectation of effective communication.** Consumers will receive accurate, timely, clear communication that enables them to understand new services, technologies and rate structures and allows them to make informed energy choices suited to their lifestyles.
3. **Expectation of security.** The utility will secure all consumer data and comply with industry-standard cyber security protocols and practices.
4. **Expectation of choice.** Consumers will have choices among rate structures, in-home devices and appliances that enable them to take advantage of smart grid benefits.
5. **Expectation of safety.** Smart grid will be implemented using technologies and materials that meet industry standards and have been demonstrated by scientific research not to pose health risks to people and communities where they are installed.
6. **Expectation of consumer benefit.** The smart grid will be implemented in a manner designed to maximize value to Vermont consumers.



585 Pine Street • Burlington, VT 05401-4891 • 802-658-0300 • FAX: 802-865-7500 • TTY: 802-865-7386

www.burlingtonelectric.com



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



CITY OF BURLINGTON

ORDINANCE
Sponsor: Planning Department,
Planning Commission, Councilors Mason, Bushor, Paul: Ordinance Com.

In the Year Two Thousand _____ Thirteen _____

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: _____

An Ordinance in Relation to

COMPREHENSIVE DEVELOPMENT ORDINANCE—
Adaptive Reuse and Residential Bonuses
ZA 13-11

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

That Appendix A, Comprehensive Development Ordinance, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sections 4.4.5, Residential Districts, Table 4.4.5-6: Adaptive Reuse Bonus and Table 4.4.5-7: Residential Conversion Bonus, thereof to read as follows:

Sec. 4.4.5 Residential Districts

(a) – (c) As written.

(d) District Specific Regulations

The following regulations are district-specific exceptions, bonuses, and standards unique to the residential districts. They are in addition to, or may modify, city-wide standards as provided in Article 5 of this ordinance and district standards as provided above.

1-6. As written.

7. Residential Development Bonuses.

The following exceptions to maximum allowable residential density and dimensional standards in Tables 4.4.5-2 and 4.4.5-3 may be approved in any combination subject to the maximum limits set forth in Table 4.4.5-8 at the discretion of the DRB. Any bonuses that are given pursuant to this ordinance now or in the future shall be regarded as an exception to the limits otherwise applicable.

A-B. As written.

C. Adaptive Reuse Bonus.

Development in excess of the limits set forth in Tables 4.4.5-2 and 4.4.5-3 may be permitted by the DRB subject to conditional use review for the ~~retention, adaptive reuse and rehabilitation~~ conversion of an existing ~~non-conforming nonresidential principal use nonresidential structure and its conversion~~ within a historic building to a ~~permitted conforming~~ residential use ~~provided the structure has not previously been converted~~

An Ordinance in Relation to

~~from a residential use to a nonresidential use. Any such redevelopment shall be subject to all of the following conditions:~~

- ~~(i) The structure shall not have previously been converted from a residential use to a nonresidential use;~~
- (ii) The building shall be listed or eligible for listing in the United States Department of the Interior's National Register of Historic Places or the Vermont State Register of Historic Places;
- (iii) The gross floor area shall not exceed the pre-redevelopment gross floor area of the existing structure by more than twenty-five (25) percent;
- (ivii) The density limits of the underlying residential zoning district in Sec 4.4.5(b) above shall not apply. Residential density The intensity and extent of development shall be limited by gross floor area maximum in (iii) above and Table 4.4.5-6 below;
- (vii) The building adaptive reuse and rehabilitation conforms to the requirements of Art 5, Historic Buildings;
- (viii) Neighborhood commercial uses less than 2,000 sq. ft. gross floor area may be permitted by the DRB subject to the applicable requirements of Sec. 4.4.5(d)(5)(A) above. Neighborhood commercial uses 2,000 sq. ft. or larger in gross floor area shall not be permitted. In combination, the sum of neighborhood commercial uses shall be limited to no more than 50% of the gross floor area of the existing structure; and,
- (viii) Lot coverage shall not exceed:

Table 4.4.5-6: Adaptive Reuse Bonus

District	Maximum Coverage
RL, RL-W	Greater of 540% (44 <u>62%</u> with inclusionary allowance), or expansion by more than 125% of pre-existing building coverage.
RM,	Greater of 40% (48% with inclusionary allowance), or expansion by more than 125% of pre-existing building coverage.
<u>RM, RM-W</u>	Greater of 60% (72% with inclusionary allowance), or expansion by more than 125% of pre-existing building coverage.
RH	Greater of 80% (92% with inclusionary allowance), or expansion by more than 125% of pre-existing building coverage.

D. Residential Conversion Bonus.

Development in excess of the limits set forth in Tables 4.4.5-2 and 4.4.5-3 may be permitted by the DRB subject to conditional use review for the conversion of an existing non-conforming nonresidential structure principal use not involving a historic building to a permitted-conforming residential use provided, or for the elimination of a non-residential structure and its replacement by a residential structure, subject to all of the following conditions the following:

- (i) ~~The structure shall not have previously been converted from a residential use to a nonresidential use;~~
- (ii) Any structure proposed for demolition shall not be listed or eligible for listing in the United States Department of the Interior's National Register of Historic Places or the Vermont State Register of Historic Places; and,
- (iii) Lot coverage and residential density shall not exceed:

Table 4.4.5-7: Residential Conversion Bonus

District	Maximum Lot Coverage	Maximum Density (dwelling unit/acre)
RL, RL-W	50% (62% with inclusionary allowance)	8 du/ac (8.75 with inclusionary allowance)
RM, RM-W	60% (72% with inclusionary allowance)	30 du/ac (37.5 with inclusionary allowance)
RH	80% (92% with inclusionary allowance)	60 du/ac (69% with inclusionary allowance)

An Ordinance in Relation to

E. As Written.

* Material stricken out deleted.

** Material underlined added.

lb/KJS /c: Ordinances 2013/Zoning Amendment #ZA 13-11 – Adaptive Reuse and Residential Bonuses, Sec. 4.4.5
8/7/13

CITY OF BURLINGTON

ORDINANCE

Planning Commission, Councilors Mason,

Sponsor: Planning Department

Bushor, Paul: Ordinance Com.

Public Hearing Dates _____

In the Year Two Thousand _____ Thirteen _____

First reading: _____

Referred to: _____

Rules suspended and placed in all stages of passage: _____

Second reading: _____

Action: _____

Date: _____

Signed by Mayor: _____

Published: _____

Effective: _____

An Ordinance in Relation to

COMPREHENSIVE DEVELOPMENT ORDINANCE—
Conditional Uses in Mixed Use Districts
ZA 14-03

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 the Downtown and Neighborhood Mixed Use Sections (DT, BST, NMU, NAC and NAC-RC) of Appendix A-Use Table-All Zoning Districts with respect to the Non-Residential Uses of Automobile/Vehicle Repair, Food Processing and Machine/Woodworking Shop, thereof to read as follows:

Appendix A-Use Table – All Zoning Districts

USES	Downtown Mixed Use					Neighborhood Mixed Use		
	D	DW	DW-PT ¹⁶	DT	BST	NMU	NAC	NAC-RC
NON-RESIDENTIAL USES	D	DW	DW-PT ¹⁶	DT	BST	NMU	NAC	NAC-RC
Automobile/Vehicle Repair ^{10, 11}	N	N	N	N	N	<u>NCU</u> ^{9, 12, 14}	<u>YCU</u> ^{11, 12, 14}	<u>YCU</u> ¹⁴
Food Processing	N	N	N	<u>NCU</u>	<u>NCU</u>	<u>NCU</u>	<u>NCU</u>	CU
Machine/Woodworking Shop	N	N	N	<u>NCU</u>	<u>NCU</u>	<u>NCU</u>	<u>NCU</u>	<u>YCU</u>

9. Automobile sales not permitted ~~as an accessory use other than as a separate principal use subject to obtaining a separate zoning permit.~~

10. Exterior storage and display not permitted.

11. All repairs must be contained within an enclosed structure.

12. No fuel pumps shall be allowed ~~other than as a separate principal use subject to obtaining a separate zoning permit.~~

14. Such uses not to exceed ten thousand (10,000) square feet per establishment.

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

* Material stricken out deleted.

** Material underlined added.

CITY OF BURLINGTON

ORDINANCE _____
Sponsor: Planning Department, _____
Planning Commission, Councilors Mason, Bushor, Paul: Ordinance Com. _____

In the Year Two Thousand _____ Thirteen

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: _____

An Ordinance in Relation to

COMPREHENSIVE DEVELOPMENT ORDINANCE—
Downtown Transition District Expansion
ZA 14-04

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 Map 4.3.1-1, Base Zoning Districts, 4.4.1-1 Mixed Use Downtown Districts, 4.4.5-1 Residential Zoning Districts, 4.4.1-3 Side Street Building Height Setback and 8.1.3-1 Parking Districts to expand the Downtown Transition District boundary along the west side of South Champlain Street by straightening the boundary line and bringing the district boundary to the South Champlain Street street frontage, thereby changing the zoning district for 151 and 157-159 South Champlain Street (Parcel ID numbers 049-1-005-000 and 049-1-004-000 respectively) from Residential High Density to Downtown Transition.

See attached Map excerpts for changes.

Balance of Maps 4.3.1-1, Base Zoning Districts, 4.4.1-1 Mixed Use Downtown Districts, 4.4.5-1 Residential Zoning Districts, 4.4.1-3 Side Street Building Height Setback and 8.1.3-1 Parking Districts As written.

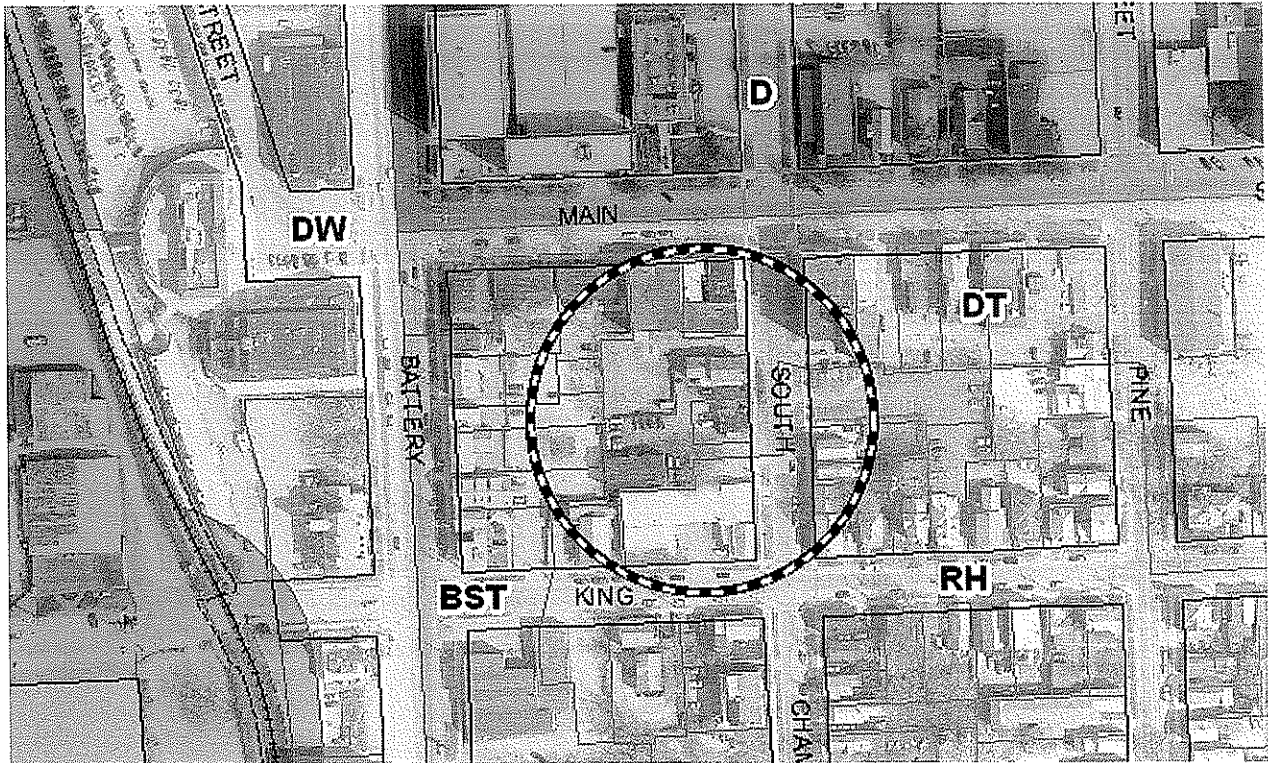
- * Material stricken out deleted.
- ** Material underlined added.

Maps to be amended

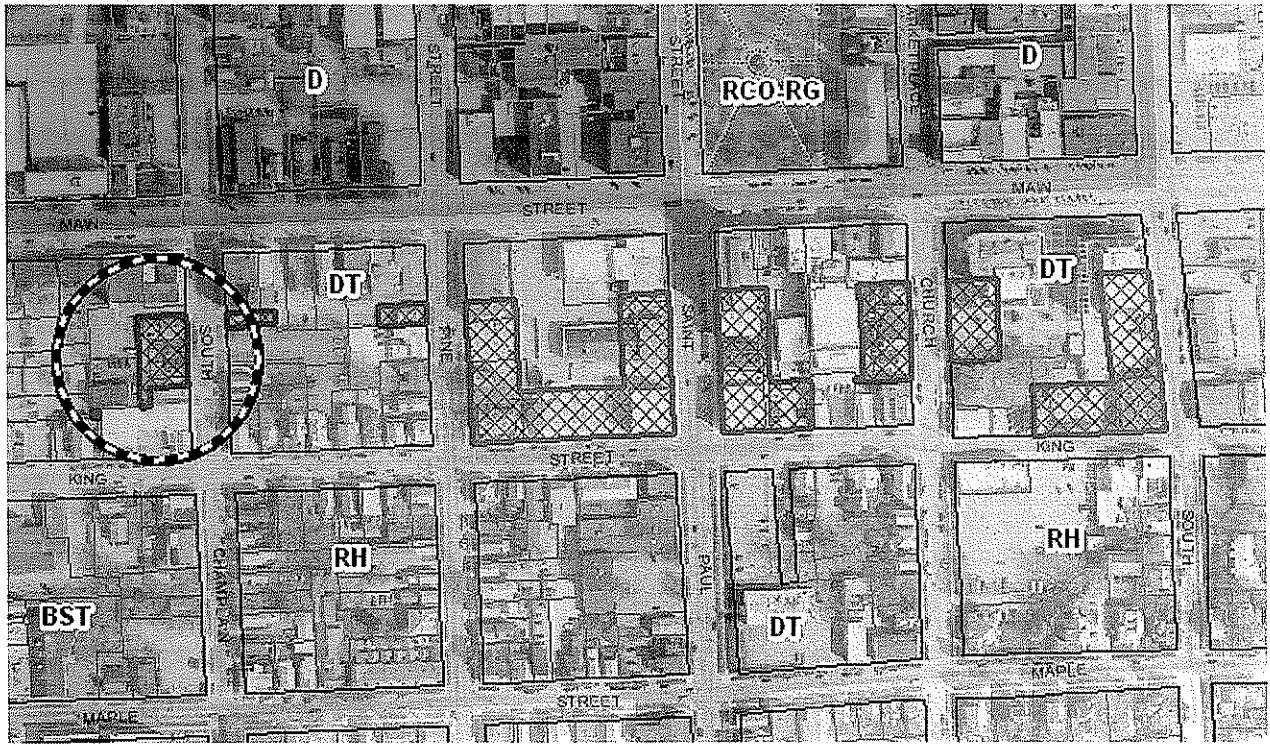
4.3.1-1 Base Zoning Districts

4.4.1-1 Mixed Use Downtown Districts

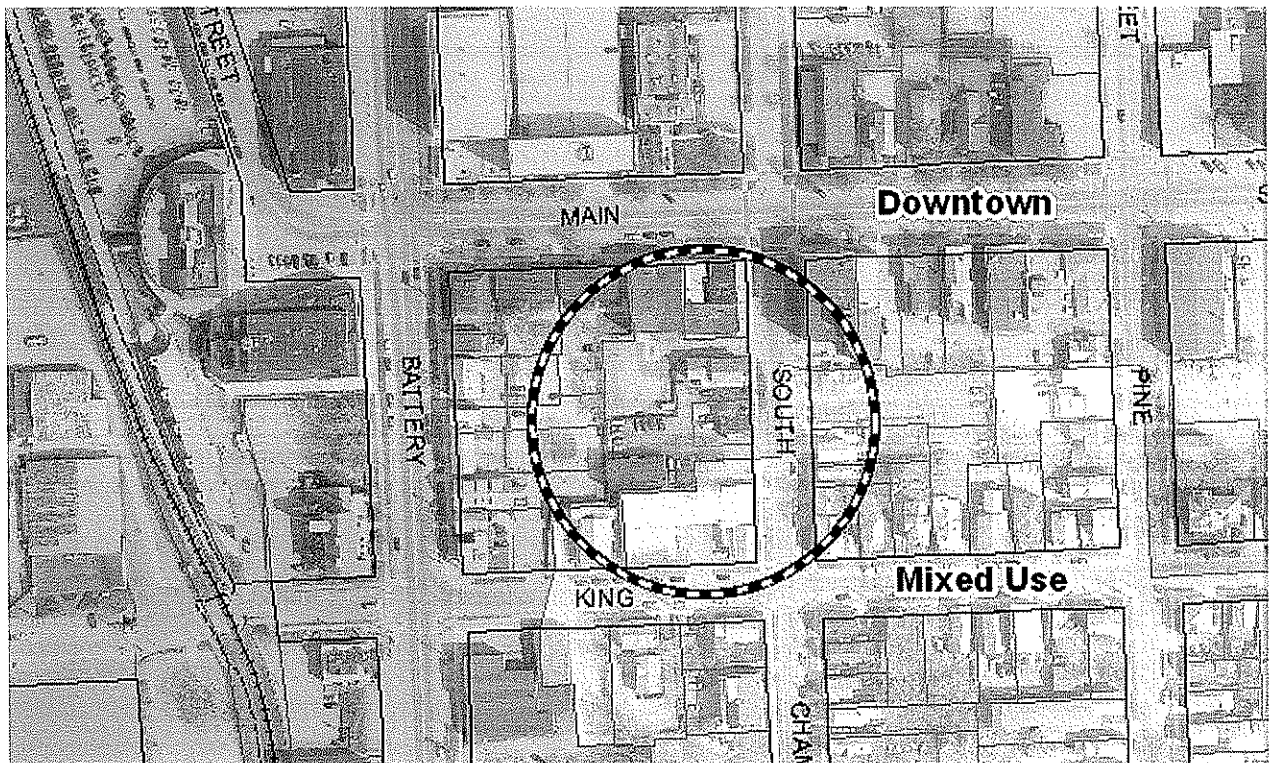
4.4.5-1 Residential Zoning Districts



4.4.1-3 Side Street Building Height Setback



8.1.3-1 Parking Districts



PUBLIC HEARING NOTICE

Burlington Comprehensive Development Ordinance

PROPOSED AMENDMENT ZA-13-11 – Adaptive Reuse & Residential Bonuses

PROPOSED AMENDMENT ZA-14-03 – Conditional Uses in Mixed Use Districts

PROPOSED AMENDMENT ZA-14-04 – Downtown Transition Expansion

Pursuant to 24 V.S.A. §4442 and §4444, notice is hereby given of a public hearing by the Burlington City Council to hear public comments on the following proposed amendments to the City of Burlington's *Comprehensive Development Ordinance (CDO)*. The public hearing will take place on **Monday, November 4, 2013** beginning at **7:00pm** in Contois Auditorium, on the second floor of Burlington City Hall, 149 Church Street, Burlington VT.

- (1) **ZA-13-11 – Adaptive Reuse & Residential Bonuses** - This proposed amendment to the CDO is to improve consistency with allowances for Inclusionary Housing and improve the utility of current development bonuses in residential districts that encourage the conversion of non-conforming uses to permitted residential uses. The amendment would modify CDO Sections 4.4.5, Residential Districts, Table 4.4.5-6: Adaptive Reuse Bonus and Table 4.4.5-7: Residential Conversion Bonus. This amendment would affect projects proposed for adaptive reuse or residential conversion in residential districts in the City of Burlington.
- (2) **ZA-14-03 – Conditional Uses in Mixed Use Districts** - This proposed amendment to the CDO is to enable a greater variety of non-residential uses that support small and emerging entrepreneurs, artisans, mobile food carts and trucks, and value-added urban agriculture within mixed use districts. The amendment would modify CDO Appendix A-Use Table-All Zoning Districts. This amendment would affect uses in the Downtown and Neighborhood Mixed Use Districts (DT, BST, NMU, NAC and NAC-RC) within the City of Burlington.
- (3) **ZA-14-04 – Downtown Transition Expansion** – This proposed amendment is to expand the Downtown Transition District boundary along the west side of South Champlain Street by straightening the boundary line and bringing the district boundary to the South Champlain Street street frontage, thereby changing the zoning district for 151 and 157-159 South Champlain Street from Residential High Density to Downtown Transition. The amendment would modify Maps 4.3.1-1, Base Zoning Districts, 4.4.1-1 Mixed Use Downtown Districts, 4.4.5-1 Residential Zoning Districts, 4.4.1-3 Side Street Building Height Setback and 8.1.3-1 Parking Districts of the CDO. This zoning change affects 151 and 157-159 South Champlain Street.

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

CITY OF BURLINGTON

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

In the Year Two Thousand Thirteen

An Ordinance in Relation to

COMPREHENSIVE DEVELOPMENT ORDINANCE--
RCO-Recreation Greenspace Lot Coverage
ZA 14-02

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 Section 4.4.6 Recreation, Conservation and Open Space Districts, and Table 4.4.6-1 and Table 4.4.6-2 thereof to read as follows:

Sec. 4.4.6 Recreation, Conservation and Open Space Districts

(a) As written.

(b) Dimensional Standards and Density

The density and intensity of development, dimensions of building lots, the heights of buildings and their setbacks from property boundary lines, and the limits on lot coverage shall be governed by the following standards:

Table 4.4.6 -1 Dimensional Standards and Density

District	Lot Coverage ¹	Setbacks ¹			Height ¹
		Front	Side ²	Rear ²	
RCO-A	5%	15'	10%	25%	35'
RCO-RG	5% ²	15'	10%	25%	35'
RCO-C	5%	15'	10%	25%	25'
<p>1. See also exceptions to lot coverage, setbacks and maximum height in Article 5.</p> <p>2. Percentages figure refers to either a percentage of lot width, 10% in the case of side yard setbacks, or lot depth of 25% in the case of rear yard setbacks.</p> <p>3. City Parks have specific lot coverage maximums based on use and location. See chart of lot coverage standards below.</p>					

Table 4.4.6-2 City Park Lot Coverage Maximum Standards

<u>Park</u>	<u>Lot Coverage</u>
<u>Baird</u>	<u>15%</u>
<u>Battery Park and Extension</u>	
<u>Calahan</u>	
<u>Champlain Street</u>	
<u>Leddy</u>	
<u>North Beach and Campground</u>	
<u>Oakledge</u>	
<u>Schmanska</u>	
<u>Smalley</u>	
<u>Staff Farm</u>	
<u>Appletree</u>	<u>20%</u>
<u>Lakeside</u>	
<u>Waterfront Park</u>	<u>25%</u>
<u>City Hall Park</u>	<u>30%</u>
<u>Pomeroy</u>	
<u>Roosevelt</u>	
<u>Perkins Pier¹</u>	<u>70%</u>
¹ <u>Perkins Pier is a Marina Facility</u>	

(c) As written.

(d) District Specific Regulations

The following regulations are district-specific exemptions, bonuses, and standards unique to the RCO districts. They are in addition to, or may modify, city-wide standards as provided in Article 5 of this ordinance and district standards as provided above in Tables 4.4.6-1 and 4.4.6-2.

1. As written.

2. Exemptions for Tree removal and Turf Maintenance in City Parks.

Regular tree maintenance and removal not otherwise associated with land clearing for new development or site improvements, and regular turf maintenance including re-grading and reseeded shall be exempt from the requirement to obtain a zoning permit.

3. Exemptions for low impact design (LID) stormwater management techniques

Due to the unique nature and critical importance of City Parks in the City's overall green infrastructure, LID stormwater management techniques (such as pervious pavement and asphalt, green roofs and rain gardens etc...) are credited against lot coverage upon approval of the City's Stormwater Administrator.

* Material stricken out deleted.

** Material underlined added.

	10/31/2013		
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
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	referred to the Ordinance Committee	not-specified
	Supplement		
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 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
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
10/21/2013	Ordinance: ZA 14-06 CDO--Removal of Café Parking Requirements in Shared Use Districts	referred to the Ordinance Committee	not-specified

AUTHORIZATION TO PURSUE TAX COLLECTION LITIGATION

In the year Two Thousand Thirteen.....

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

That WHEREAS, the City has become aware that online travel companies have not been paying taxes allegedly owed to the City on the sales of hotel rooms; and

WHEREAS, the City intends to pursue collection of taxes due to it; and

WHEREAS, the National Online Travel Litigation Group has made a proposal to represent the City in connection with the collection effort: and

WHEREAS, the City Attorney and the Chief Administrative Officer have determined that their proposal appears reasonable and in the best interests of the City;

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the City Attorney and the Chief Administrative Officer to retain the National Online Travel Litigation Group and to engage in reasonable efforts, including litigation if necessary, to collect any taxes owed to the City as a result of the online sales of hotel rooms.

AUTHORIZATION TO AMEND THE FIRE DEPARTMENT
BUDGET TO ACCOUNT FOR BURLINGTON’S
ANNUAL CONTRIBUTION FOR INDIGENT CARE
PROVIDED BY THE VISITING NURSE ASSOCIATION

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

That WHEREAS, the Visiting Nurse Association (VNA) provides significant and important visiting nurse and related health care services to residents of Burlington, including those who are indigent; and
WHEREAS, the City of Burlington has for many decades made annual contributions to the VNA to help it pay for the care it provides to indigent people in our City; and
WHEREAS, the system for making this contribution was changed in FY 13 to separate the City’s indigent care contribution to the VNA from the City’s ambulance billing contract with the VNA; and
WHEREAS, although the FY 14 Budget was approved with \$106,760 in funds allocated specifically for this purpose of contributing to the provision of indigent care by the VNA, as agreed between the Chief Administrative Officer for the City of Burlington and the VNA, to effectuate this appropriation the FY 14 Fire Department’s budget must be amended to use \$106,760 from the Department’s budget line item Billing Services, account 101-15-041-8000 and place it in a new expenditure line in the budget once the request is approved; and
WHEREAS, the Board of Finance reviewed this budget amendment and expenditure at its meeting on October 28, 2013 and on the Mayor’s recommendation approved the recommendation of its approval by the full City Council at its November 4, 2013 meeting;
NOW, THEREFORE, BE IT RESOLVED that the City Council approves the proposed budget amendment to the Fire Department’s budget to allow the Department to use \$106,760 for this VNA contribution from the Department’s budget line item Billing Services, account 101-15-041-8000 and place it in a new expenditure line in the budget created by the Clerk/Treasurer’s Office for this purpose.



Burlington Fire Department

BUSINESS OFFICE

Three North Avenue

Burlington, Vermont 05401-8378

(802) 864-4552 • (802) 658-2700 [TTY]

Business Fax: (802) 864-3945 • Central Station Fax (802) 865-5387



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

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

DATE: October 18, 2013

RE: FY 14 Contribution to VNA

This is a request for a budget amendment to use **\$106,760** from the FIRE Department budget line item Billing Services, account 101-15-041-8000, to make the annual contribution for indigent care provided by the Visiting Nurse Association of Chittenden and Grand Isle Counties, Inc. (VNA), a health care benefit corporation organized under the laws of Vermont, with principal offices at 1110 Prim Road, Colchester, Vermont 05446. The Clerk Treasurer's Office will create a new expenditure line in the budget once this request has been approved.

The FY 14 Budget was approved with these funds allocated specifically for this purpose as agreed between the Chief Administrative Officer for the City of Burlington and the VNA.

In FY 14, the City's contribution for indigent care was separated out of the ambulance billing services agreement for clarity. The ambulance billing agreement has been and will be negotiated separately going forward.

A resolution for the City Council to authorize this payment is being drafted in concert with the City Attorney.

CC: Rich Goodwin, COB Asst CAO of Finance

1
2 **Resolution Relating to**

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

Introduced: _____

Referred to: _____

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5
6
7 AUTHORIZATION TO EXECUTE CONTRACT WITH A. MARCELINO
8 & COMPANY FOR PLOWING AND SNOW REMOVAL ON Action: _____
9 THE CHURCH STREET MARKETPLACE (FALL, 2013 – SPRING, 2016) Date: _____
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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, the Church Street Marketplace Department is a City of Burlington department that manages the public right of way in the Church Street Marketplace District and is funded entirely through user fees; and

WHEREAS, Marketplace property owners pay commercial property taxes for municipal services, but the Marketplace’s Charter prohibits the City from using taxpayer dollars to fund operations on the Marketplace; and

WHEREAS, the Marketplace Department funds its own plowing and snow removal but has access to the City’s snow dump; and

WHEREAS, the Department has conducted a competitive bid process, seeking fixed-cost proposals for a three year period for plowing and snow removal in the Church Street Marketplace District, beginning Fall, 2013 through Spring, 2016; and

WHEREAS, selection of proposals was based on three criteria: 1) cost; 2) available equipment; and 3) experience managing snow removal in an urban environment; and

WHEREAS, the superior proposal for all three categories was from A. Marcelino & Company, Inc.; and

WHEREAS, the company has also signed the Certification of Compliance with the City of Burlington’s Livable Wage Ordinance; and

WHEREAS, at its meeting on October 28, 2013, the Board of Finance reviewed and approved the recommendation to enter into this contract with A. Marcelino & Company, Inc.;

NOW, THEREFORE, BE IT RESOLVED that the Burlington City Council authorizes the City of Burlington to execute a three-year agreement with A. Marcelino & Company, Inc. for snow plowing and removal services on the Church Street Marketplace for a three-year period, beginning Fall, 2013 and ending Spring, 2016, at a fixed cost rate of \$45,000 per each year.

**AGREEMENT BETWEEN
CITY OF BURLINGTON & A. MARCELINO & COMPANY, INC.
FOR SNOW REMOVAL SERVICES
ON THE CHURCH STREET MARKETPLACE DISTRICT, 2013-2016**

THIS AGREEMENT is made this ____ day of _____, 2013, by and between the City of Burlington, VT, by and through the Church Street Marketplace Commission, hereinafter referred to as the CITY and A. Marcelino and Company, Inc., a Vermont corporation with principal place of business located 4050 Williston Rd., Suite 414, South Burlington, VT, 05403 (hereinafter referred to as CONTRACTOR).

WHEREAS, the CITY desires to have snow plowed and removed from the Church Street Marketplace District from October – May for a period of three (3) years beginning 2013 and ending 2016; and

WHEREAS, the Church Street Marketplace District is defined as the four (4) blocks of Church Street between Main and Pearl Street and as far into the three side streets as the Marketplace brick pavers extend; and

WHEREAS, the CITY desires to have snow plowed and removed for the same period from the parking lot behind Homeport (52 Church Street) from the entrance at Cherry Street to the edge of the parking lot of 50 Church Street (Banana Republic); and

WHEREAS, City Charter Sec. 324 authorizes the CITY, through the Marketplace Commission, to contract for snow removal and other services on the Church Street Marketplace District; and

WHEREAS, the CITY wishes to contract with CONTRACTOR for snow removal services within the Church Street Marketplace District and CONTRACTOR is ready, willing, and able to perform the required services.

NOW THEREFORE, in consideration of these promises and the mutual covenants herein set forth, it is agreed by the parties hereto as follows:

1. SCOPE OF WORK

CONTRACTOR shall provide services as set forth in its response to the Request for Proposals from the Church Street Marketplace for snow removal services dated August 1, 2013, which is attached hereto as Attachment A, and incorporated herein and made a part of this Agreement. Generally:

(A) CONTRACTOR agrees to follow the work plan designated each year by a walkabout with Marketplace staff.

(B) CONTRACTOR agrees to be responsible for the provision of backup plowing

and removal of equipment in the event of a breakdown or other unforeseen circumstances.

(C) CONTRACTOR agrees to be responsible to monitor the snow accumulation on the Marketplace and plow only when the Marketplace is 1" or greater.

(D) The CONTRACTOR agrees to remove all snow as specified and directed above within 36 hours after the completion of the plowing unless otherwise directed to remove or not to remove the snow. The removal shall occur between the hours of 11pm and 11am unless otherwise requested.

(E) The CONTRACTOR agrees not to remove snow from within not more than 3' of all obstructions, including trees. The removal of snow, if effected, from those areas, shall be accomplished by Marketplace personnel.

(F) CONTRACTOR agrees to provide supervision at all times the CONTRACTOR is present on the Marketplace.

(G) CONTRACTOR agrees to meet for a walk of the Marketplace with the maintenance supervisor or his designee to determine damage and quality assessment of work performed after each removal.

(H) CITY agrees to provide the CONTRACTOR with access to the City's "snow dump," located near Burlington's Waterfront and managed by the Department of Public Works.

(I) CONTRACTOR agrees to provide a certificate of insurance for Workmen's compensation, for general liability coverage of not less than \$1,000,000; and, for automobile coverage of not less than \$1,000,000.

(J) CONTRACTOR agrees to coordinate all work with the Marketplace's maintenance supervisor or his designee.

(K) The CONTRACTOR agrees to be responsible for maintaining the public safety while using snow removal equipment on Church Street.

(L) The CONTRACTOR agrees to store Bobcat vehicles used for snow removal on Church Street in the Church Street Marketplace's storage area in the basement of the Marketplace Garage, throughout the snow removal season, October - May.

2. BEGINNING OF WORK AND TERMINATION

This Agreement shall be effective upon execution and shall be completed on or before:

May 31, 2016 unless terminated or extended in accordance herewith. Generally:

(A) The CITY will pay the CONTRACTOR for snowplowing and snow removal services for three years (3) years, commencing on October 1, 2013 and terminating May 1, 2016 or sooner, as provided herein.

(B) CONTRACTOR shall have the right, if in compliance with the terms and conditions set forth herein and not in default at the time of renewal, to renew this Agreement for one additional term of three (3) years under the same terms.

(C) CONTRACTOR must notify the City of its intentions to exercise such option not less than 180 days or more than one year prior to the expiration of the license agreement.

3. THE AGREEMENT FEE

A. General: The CITY agrees to pay CONTRACTOR and CONTRACTOR agrees to accept as full compensation for performance of all services and expenses payment at the rates specified under CONTRACTOR's scope of services in Attachment A.

B. Maximum Limiting Amount The total amount to be paid to CONTRACTOR for all services each year of this Agreement **shall not exceed a maximum limiting amount of \$45,000** without *duly authorized* written approval.

4. PAYMENT PROCEDURES

Invoices shall be submitted to: Ron Redmond, Executive Director
Church Street Marketplace
City of Burlington

One original and one copy are required.

5. ATTACHMENTS

The following attachments are adopted by reference and made part of this Agreement:

ATTACHMENT A: *Bid and Work Plan REQUEST FOR PROPOSALS – Snowplowing and removal for the Church Street Marketplace District October 2013-May- 2016 with CONTRACTOR'S Scope of Services, Work Plan & Costs attached.*

ATTACHMENT B: *Standard Contract Provisions*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year written below.

A. Marcelino and Company, Inc.

4060 Williston Road

Suite 414

PO box 195

South Burlington, VT, 05403

By: _____

Title: _____

City of Burlington, Vermont

Church Street Marketplace

By: _____

Ron Redmond, Executive Director

Date: _____

ATTACHMENT B -- Standard Contract Provisions

1. INDEMNIFICATION

The Contractor will act in an independent capacity and not as officers or employees of the Municipality. The Contractor shall indemnify, defend and hold harmless the Municipality and its officers and employees from liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the Consultant's acts and/or omissions in the performance of this contract.

The Municipality is responsible for its own actions. The Contractor is not obligated to indemnify the Municipality or its officers, agents and employees for any liability of the Municipality, its officers, agents and employees attributable to its, or their own, negligent acts, errors or omissions.

In the event the Municipality, its officers, agents or employees are notified of any claims asserted against it or them to which this Indemnification clause may apply, the Municipality or its officers, agents and employees shall immediately thereafter notify the Contractor in writing that a claim to which the Indemnification Agreement may apply has been filed.

2. INSURANCE

GENERAL: Prior to beginning any work the Contractor shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater (www.ambest.com). The certificate of insurance coverage shall be documented on forms acceptable to the Municipality.

Evidence of compliance with minimum limits and coverages as demonstrated by a certificate of insurance showing policies and carriers that are acceptable to the Municipality must be received prior to the effective date of the Agreement. The insurance policies shall provide that insurance coverage cannot be canceled or revised without forty five (45) days prior notice to the Municipality.

In the event that this Contract extends to greater than one year, evidence of continuing coverage must be submitted to the Municipality on an annual basis. Certified copies of any insurance policies may be required. Each policy (with the exception of workers compensation) shall name the CITY as an additional insured for the possible liabilities resulting from the Contractor's actions or omissions. It is agreed that the liability insurance furnished by the Contractor is primary and non-contributory for all the additional insurers.

The Contractor is responsible to verify and confirm in writing the CITY that:

- (a) All subcontractors, agents or workers meet the minimum coverages and limits plus maintain current certificates of coverage for all subcontractors, agents or workers. Subcontractors must comply with the same insurance requirements as the Consultant.
- (b) All coverages shall include adequate protection for activities involving hazardous materials.
- (c) All work activities related to the agreement shall meet minimum coverages and limits.

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Contractor for the Contractor's operations. These are solely minimums that have been developed and must be met to protect the interests of the Municipality.

GENERAL LIABILITY AND PROPERTY DAMAGE:

- (a) With respect to all operations performed by the Contractor, subcontractor, agents or workers, it is the Contractor's responsibility to insure that general liability insurance coverage provides all major divisions of coverage including, but not limited to:

- 1. Premises Operations
- 2. Independent Contractors' Protective
- 3. Products and Completed Operations
- 4. Personal Injury Liability
- 5. Contractual Liability
- 6. Broad Form Property Damage
- 7. Medical Expenses
- 8. Collapse, Underground and Explosion Hazards

- (b) The policy shall be on an occurrence form with limits not less than:

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

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

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

AUTOMOBILE LIABILITY: The Contractor shall carry commercial automobile liability insurance covering all motor vehicles, including owned, non-owned and hired, used in connection with the agreement. Each policy shall provide coverage with a limit not less than: \$1,000,000 - Combined Single Limit for each occurrence.

UMBRELLA LIABILITY:

1. Each Event Limit: \$1,000,000
2. General Aggregate Limit: \$1,000,000

3. COMPLIANCE WITH LAWS

GENERAL COMPLIANCE WITH LAWS: The Contractor shall comply with all applicable Federal, State and local laws, including but not limited to the Burlington Livable Wage Ordinance.

Provisions of the Agreement shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both parties. If, for any reason, a provision in the Agreement is unenforceable or invalid, that provision shall be deemed severed from the Agreement, and the remaining provisions shall be carried out with the same force and effect as if the severed provisions had never been a part of the Agreement.

ENVIRONMENTAL REGULATIONS: Any Contract in excess of one hundred thousand dollars shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Municipality regulation (40 CFR Part 15), that prohibit the use, under non-exempt Federal Contracts, grants or loans, of facilities included on the EPA list of Violating Facilities. The provisions require reporting of violations to the grantor, Municipality and to the USEPA Assistant Administrator for Enforcement (EN-329).

CIVIL RIGHTS and EQUAL EMPLOYMENT OPPORTUNITY: During performance of the Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin, physical disability or veteran status.

The Contractor shall comply with the applicable provisions of Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended by Executive Order 11375 and as supplemented by the Department of Labor regulations (41 CFR Part 60). The Consultant shall also comply with the rules, regulations and relevant

orders of the Secretary of Labor, Nondiscrimination regulations 49 CFR 21 through Appendix C, and Regulations under 23 CFR 710.405 (b) . Accordingly, all subcontracts shall include reference to the above. The Consultant shall comply with all the requirements of Title 21, VSA, Chapter 5, Subchapter 6 and 7, relating to fair employment practices to the extent applicable. A similar provision shall be included in any and all subcontracts.

DEBARMENT CERTIFICATION: When signing a Contract in excess of twenty five thousand dollars, the Contractor certifies under the penalty of perjury as directed by Federal laws (48 CFR 52.209-5), that, except as noted in the Agreement, the Contractor or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds:

- (a) is not currently under suspension, debarment, voluntarily exclusion or determination of ineligibility by any Federal agency;
- (b) has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past three (3) years;
- (c) does not have a proposed debarment pending; and
- (d) has not been indicted, convicted, or had a civil judgment rendered against him/her by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions will not necessarily result in denial of the Contract but will be considered in determining the Contractor's responsibility. The Agreement shall indicate any exception and identify to whom or to what Municipality it applies and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

LOBBYING: For any Agreement exceeding one hundred thousand dollars, the Contractor certifies by signing the Agreement, that to the best of their knowledge and belief on behalf of their signature:

- (a) No Federal appropriated funds have been paid or will be paid by or to any person influencing or attempting to influence an officer or employee of a government agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, renewal, amendment or modification of any Federal Contract grant, loan or cooperative Agreement.

- (b) They will complete and submit, in accordance with its instructions, Standard Form-LLL "Disclosure Form to Report Lobbying", if any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of a government agency or a Member of Congress in connection with the Federal Agreement, grant loan, or cooperative Agreement.
- (c) They shall require that the language of this Certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact, upon which reliance was placed when the Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into the Agreement, imposed by Section 1352, Title 31, U.S.C.

Section 1352 of Title 31, U.S.C., provides, in part, that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any government agency, Member of Congress, officer or employee of Congress, or employee of a Member of Congress, in the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement.

CHILD SUPPORT PAYMENTS: By signing the Contract the Contractor certifies, as of the date of signing the Agreement, that they are (a) not under an obligation to pay child support; or (b) is under such an obligation and is in good standing with respect to that obligation; or (c) has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan. If the Consultant is a sole proprietorship, the Consultant's statement applies only to the proprietor. If the Consultant is a partnership, the Consultant's statement applies to all general partners with a permanent residence in Vermont. If the Consultant is a corporation, this provision does not apply.

TAX REQUIREMENTS: By signing the Agreement, the Contractor certifies, as required by law under 32 VSA, Section 3113, that under the pains and penalties of perjury, he/she is in good standing with respect to payment, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date of signature on the Agreement.

ENERGY CONSERVATION: The Contractor shall recognize mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act P.L. 94-165.

4. CONTRACTUAL AGREEMENTS

REGISTRATION: The Contractor agrees to maintain its registration with the Vermont Secretary of State's office as a corporation doing business in the State of Vermont at all times this contract is effective. This registration must be complete prior to contract execution.

ADMINISTRATION REQUIREMENTS: By signing the Agreement the Contractor agrees to comply with the following provisions and certifies that he/she or they are in compliance with the provisions of 49 CFR 18.36 Procurement (i) Contract Provisions with principal reference to the following:

- (a) Copeland "Anti-Kickback" Act. For any Federal-Aid Contracts or subcontracts for construction or repair, the Consultant agrees to comply with the Copeland "Anti-Kickback" Act, 18 U.S.C. 874, as supplemented by Department of Labor Regulations, 29 CFR 3.
- (b) Davis-Bacon Act. For any Federal-Aid construction contracts in excess of \$2,000, the Consultant agrees to comply with the Davis-Bacon Act 40 U.S.C. 276a to a-7, as supplemented by Department of Labor Regulations, 29 CFR 5.
- (c) Work Hours. For any Federal-Aid construction contracts in excess of \$ 2,000, or in excess of \$ 2,500 for other contracts involving employment of mechanics or laborers, the Consultant agrees to comply with the Contract Working Hours and Safety Standards Act, 40 U.S.C. 327-330, as annexed by Department of Labor Regulations, 29 CFR 5.
- (d) Proprietary Rights. The parties under the Agreement hereby mutually agree that, if patentable discoveries or inventions should result from work performed under the Agreement, all rights accruing from such discoveries or inventions shall be the sole property of the Consultant. The Consultant, however, agrees to and does hereby grant to the Municipality, the State of Vermont and the United States Government an irrevocable, nonexclusive, non-transferable, and royalty-free license to practice each invention in the manufacture, use, and disposition, according to law, of any article or material or use of method that may be developed, as a part of the work under the Agreement.
- (e) Publications. All data, EDM, valuable papers and documents produced under the terms of the Agreement, shall become the property of the Municipality. The Consultant agrees to allow access to all data, EDM, valuable papers and documents at all times. The Consultant shall not copyright any material originating under the Agreement without prior written approval of the Municipality.

PERSONNEL REQUIREMENTS AND CONDITIONS: A Contractor shall employ only qualified personnel, for responsible authority to supervise the work. The Municipality shall have the right to approve or disapprove key personnel assigned to administer activities related to the Agreement.

Except with the approval of the Municipality, during the life of the Agreement, the Contractor shall not employ:

- (a) Personnel on the payroll of the Municipality who are directly involved with the awarding, administration, monitoring, or performance of the Agreement or any project(s) that are the subjects of the Agreement.
- (b) Any person so involved within one (1) year of termination of employment with the Municipality.

The Contractor warrants that no company or person has been employed or retained, other than a bonafide employee working solely for the Contractor, to solicit or secure this Agreement, and that no company or person has been paid or has an agreement with the Contractor to be paid, other than a bonafide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, the Municipality shall have the right to annul the Agreement, without liability to the Municipality, and to regain all costs incurred by the Municipality in the performance of the Agreement.

The Municipality reserves the right to require removal of any person employed by a Contractor, from work related to the Agreement, for misconduct, incompetence, or negligence, in the opinion of the Municipality in the due and proper performance of its duties, or who neglects or refuses to comply with the requirements of the Agreement.

TRANSFERS, SUBLETTING, ETC: A Contractor shall not assign, sublet, or transfer any interest in the work, covered by an Agreement, without prior written consent of the Municipality and further, if any subcontractor participates in any work involving additional services, the estimated extent and cost of the contemplated work must receive prior written consent of the Municipality. The approval or consent to assign or sublet any portion of the work shall in no way relieve the Contractor of responsibility for the performance of that portion of the work so transferred. The form of the subcontractor's agreement shall be as developed by the Contractor and approved by the Municipality. The Contractor shall ensure that adequate insurance coverage exists for any operations to be performed by any subcontractor.

The services of the Contractor, to be performed under the Agreement, are personal and shall not be transferred without written authorization of the Municipality and, when applicable, approved by the State of Vermont and FHWA. Any authorized

subagreements, exceeding ten thousand dollars in cost, shall contain all of the same provisions specified for and attached to the original Agreement with the Municipality.

BEGINNING AND COMPLETION OF WORK: The Contractor agrees to begin performance of services, specified in the Agreement, in accordance with the terms of the Agreement, as arranged in negotiations with the Municipality, or within ten (10) days of the date of written notice to begin work by the Municipality, and to complete the contracted services by the completion dates specified in the Agreement.

Upon completion of all services covered under the Agreement and payment of the agreed upon fee, the Agreement with its mutual obligations shall be terminated.

CONTINUING OBLIGATIONS: The Contractor agrees that if, because of death or other occurrences it becomes impossible to effectively perform its services in compliance with the Agreement, neither the Contractor nor its surviving members shall be relieved of their obligations to complete the Agreement. However, the Municipality may terminate the Agreement if it considers a death or incapacity of any members to be a loss of such magnitude that it would affect the firm's ability to satisfactorily execute the Agreement.

RECORDS RETENTION: The Contractor agrees to retain, in company files, all books, documents, EDM, valuable papers, accounting records, and other evidence, pertaining to costs incurred for work performed under the Agreement, for a period of at least three (3) years after the final "date of acceptance" by the Municipality, unless otherwise notified by the Municipality. The Contractor further agrees that the Municipality, the State of Vermont, FHWA or other authorized representatives of the Federal Government, shall have access to all the above information for the purpose of review and audit during the Agreement period and anytime within the aforementioned retention period. Copies of all the above referenced information shall be provided to the Municipality if requested.

APPEARANCES:

- (a) Hearings and Conferences. The Contractor shall provide professional services required by the Municipality and necessary for furtherance of any work covered under the Agreement. Professional services shall include appropriate representation at design conferences, public gatherings and hearings, and appearances before any legislative body, commission, board, or court, to justify, explain and defend its contractual services covered under the Agreement.

The Contractor shall perform any liaison that the Municipality deems necessary for the furtherance of the work and participate in conferences with the Municipality, at any reasonable time, concerning interpretation and evaluation of all aspects covered under the Agreement.

The Contractor further agrees to participate in meetings with the Municipality, the State of Vermont, FHWA, and any other interested or affected participant, for the purpose of review or resolution of any conflicts pertaining to the Agreement. The Contractor shall be equitably paid for such services and for any reasonable expenses incurred in relation thereto in accordance with the Contract document.

- (b) Appearance as Witness. If and when required by the Municipality, a Contractor, or an appropriate representative, shall prepare and appear for any litigation concerning any relevant project or related Agreement, on behalf of the Municipality. The Contractor shall be equitably paid for such services and for any reasonable expenses incurred in relation thereto, in accordance with the Contract document.

CHANGES AND AMENDMENTS: No changes or amendments of the Agreement shall be effective unless documented in writing and signed by authorized representatives of the Municipality and the Contractor.

APPENDICES: The Municipality may attach, to these specifications, appendices containing various forms and typical sample sheets for guidance and assistance to the Contractor in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the Municipality as occasions may require. It is the responsibility of the Contractor to ensure that they have the latest versions applicable to the Agreement.

EXTENSION OF TIME: The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by the Contractor for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the Municipality may decide. Time extensions shall be granted by amendment, only for excusable delays, such as delays beyond the control of the Contractor and without the fault or negligence of the Consultant.

SETTLEMENTS OF MISUNDERSTANDINGS: In order to prevent misunderstandings and litigation, it is mutually agreed by all parties that the select board and/or city council shall act as referee on all questions arising under the terms of an Agreement and that the decision of this governing body in such cases shall be binding upon both parties.

Agreements subjecting costs to final audit, an administrative review regarding the audit will be sent to the Contractor. Any dispute arising from an administrative decision shall be appealed in writing within thirty (30) days of receipt.

FAILURE TO COMPLY WITH TIME SCHEDULE: It is mutually understood and agreed to, that neither party hereto shall be held responsible for delay in performing the work encompassed herein, when such delay is due to unforeseeable

causes such as acts of God, or a public enemy, fire, strikes, floods, or legal acts of public authorities. In the event that any such causes for delay are of such magnitude as to prevent the complete performance of the Agreement within two (2) years of the originally scheduled completion date, either party may by written notice request to amend or terminate the Agreement.

MUNICIPALITY'S OPTION TO TERMINATE: The Agreement may be terminated in accordance with the following provisions:

- (a) Breach of Contract. Administrative remedies - the Municipality reserves the right to terminate a Contract for breach of Contract agreements. Termination for breach of Contract will be without further compensation to the Contractor.
- (b) Termination for Cause. The Municipality reserves the right, upon written notice to the Contractor, to terminate the Agreement, as of a date to be specified by the Municipality, if the Contractor fails to complete the designated work to the satisfaction of the Municipality, within the time schedule agreed upon. The Contractor shall be compensated on the basis of the work performed and accepted by the Municipality at the date of final acceptance of the Agreement.
- (c) Termination for Convenience. In addition to its rights and options to terminate an Agreement as provided herein, the Municipality may, at any time prior to completion of services specified under an Agreement, terminate the Agreement by submitting written notice to a Contractor, within not less than fifteen (15) days prior to the effective date, via certified or registered mail, of its intention to do so. If the termination is for the Municipality's convenience, payment to the Contractor will be made promptly for the amount of any fees earned to the date of the notice of termination, less any payments previously made. However, if a notice of termination is given to a Contractor prior to completion of twenty (20) percent of the estimated services, as set forth in the approved Work Schedule and Progress Report, the Contractor will be reimbursed for that portion of any reasonable and necessary expenses incurred to date of the notice of termination, that are in excess of the amount earned under its approved fee to the date of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject to the Municipality's approval. The Contractor shall make no claim for additional compensation against the Municipality by reason of such termination.

5. OPERATIONAL STANDARDS

RESPONSIBILITY FOR SUPERVISION: The Contractor shall assume primary responsibility for general supervision of Contractor employees and his/her or their sub-contractors for all work performed under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions and contents of work performed under the Agreement.

INDEPENDENCE: The Contractor shall act in an independent capacity and not as officers or employees of the Municipality.

WORK SCHEDULE AND PROGRESS REPORT: Prior to initiating any work, the Consultant shall prepare, and submit to the Municipality, a general work schedule showing how the consultant will complete the various phases of work in order to meet the completion date in the contract. The Municipality will use this general work schedule to monitor the consultant.

During the life of the Contract the Contractor will make monthly progress reports indicating the work achieved through the date of the report. The Contractor shall link the monthly progress reports to the general schedule submitted.

The report shall indicate any matters that have or are anticipated to adversely affect progress of the work. The Municipality may require the Contractor to prepare a revised work schedule, in the event that a specific progress achievement falls behind the scheduled progress by more than thirty (30) days.

6. PAYMENT FOR SERVICES RENDERED

PAYMENT PROCEDURES: The Municipality shall pay, or cause to be paid to the Contractor or the Contractor's legal representative, progress payments, that may be monthly or as otherwise accepted by the Municipality, as determined by the percentage of work completed, as documented by a progress report of such work duly attested, for each phase of the required services covered by the Agreement. When applicable, for the type of payment specified in the Agreement, the progress report shall summarize actual costs and any earned portion of fixed fee.

The Municipality agrees to pay the Contractor and the Contractor agrees to accept, as full compensation, for performance of all services rendered and expenses encompassed in conformance therewith, the type of fee specified in the Contract.

PAYMENT FOR ADDITIONS OR DELETIONS: The Municipality may, upon written notice, and without invalidating the Agreement, require any changes to, additions to, or deletions from, the originally contemplated extent of the work, prior to completion of the Agreement by means of an amendment to the original contract. Any adjustments of this nature shall be executed under the appropriate fee established in the Agreement, based on the adjusted quantity of work, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such addition or deletion.

PAYMENT FOR EXTRA WORK, ADDITIONAL SERVICES OR CHANGES: The Municipality may, upon written notice, and without invalidating the Agreement, require changes resulting from revision or abandonment of work already performed by the Contractor or changes in the scope of work.

The value of such changes, to the extent not reflected in other payments to the Contractor, shall be incorporated in an amendment and be determined by mutual agreement, by one or more of the following:

- (a) Fixed Price. By a price that is not subject to any adjustment on the basis of the Contractor's expenses experienced in performing the work. The Contractor is fully responsible for all costs and resulting profit or loss.
- (b) Rate Schedule. By unit prices designated in the Agreement, or by unit prices covered under any subsequent Agreements.
- (c) Actual Cost. By amounts determined on the basis of actual costs incurred, as distinguished from forecasted expenditures.

No changes, for which additional fee payment is claimed, shall be made unless pursuant to a written order from the Municipality, and no claim shall be valid unless so ordered.

The Contractor agrees to maintain complete and accurate records, in a form satisfactory to the Municipality for all time devoted directly to same by Contractor employees. The Municipality reserves the right to audit the records of the Contractor related to any extra work or additional services. Any such services rendered shall be subject, in all other respects, to the terms of the Agreement. When changes are so ordered, no additional work shall be performed by the Contractor until an Agreement amendment has been fully executed, unless written notice to proceed is issued by the Municipality. Any claim for extension of time that may be necessitated as a result of extra work or additional services and changes, shall be given consideration and evaluated insofar as it directly relates to the change.

-END-



October 24, 2013

TO: Board of Finance and City Council
FROM: Church Street Marketplace Department
RE: AUTHORIZE CITY OF BURLINGTON TO EXECUTE CONTRACT
WITH A. MACELINO & COMPANY FOR SNOWPLOWING AND
REMOVAL FOR THE CHURCH STREET MARKETPLACE DISTRICT,
2013 – 2016.

Beginning July 1, 2013, area contractors were invited to submit a fixed-price cost proposal for a three-year term for plowing and removal of snow on the Church Street Marketplace District. (Fall 2013 – Spring, 2016) The RFP was posted on the City's website, State and Federal Bids.com, Works in Progress.com, Construction Journal. Criteria for selection: 1) cost; 2) available equipment; and 3) experience managing snow removal in an urban environment.

Two proposals were received by the July 31, 2013 deadline:

- | | |
|---|--|
| 1. All Seasons Excavating, Inc., Colchester | 2. A. Marcelino & Sons, South Burlington |
| Year One: \$89,500 | Year One: \$45,000 |
| Year Two: \$91,500 | Year Two: \$45,000 |
| Year Three: \$93,500 | Year Three: \$45,000 |

Marketplace staff selected A. Marcelino & Sons as the best proposal for Church Street based on price, equipment and experience (they have plowed Church Street since the 1980s).

In the agreement between the City of Burlington and A. Marcelino & Co., A. Marcelino will do the following:

1. charge a fixed price for each season.
2. develop a work plan designated each year by a walkabout with Marketplace staff.
3. be responsible for the provision of backup plowing and removal of equipment in the event of breakdowns or other unforeseen circumstances.
4. be responsible to monitor the snow accumulation on the Marketplace and plow only when the Marketplace is 1" or greater.
5. remove snow upon notification.
6. remove all snow as specified and directed above within 36 hours after the completion of the plowing, unless otherwise directed to remove or not to remove the snow. The removal shall occur between the hours of 9:30 p.m. and 8:00 a.m. unless otherwise requested.
7. remove to within not more than 6" of all obstructions except trees. The radius around trees shall not be less than three feet. The removal of snow, if effected, from those areas, shall be accomplished by Marketplace personnel.
8. provide supervision at all times the contractor is present on the Marketplace to ensure efficient performance of work.
9. meet for a physical walk of the Marketplace with the maintenance supervisor or his designee to determine damage and quality assessment of work performed after each removal.
10. provide a certificate of insurance for workmen's compensation, for general liability coverage of not less than \$1,000,000; and, for automobile coverage of not less than \$1,000,000.

AUTHORIZATION FOR PURCHASE OF AMBULANCE
FOR FIRE DEPARTMENT

In the year Two Thousand Thirteen.....

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

That WHEREAS, the Burlington Fire Department needs to replace an ambulance in FY 14 and has requested bids for a replacement vehicle; and

WHEREAS, from the two bids that were received, the Fire Chief has recommended that the Department accept the bid from Cromwell Emergency Vehicles to purchase an Osage 2014 Ford F450 Super Warrior Ambulance; and

WHEREAS, the purchase price for the ambulance will be \$171,460; and

WHEREAS, to properly deploy the ambulance, the Fire Chief has also recommended that the Department purchase the following equipment:

- From Burlington Communications, radios \$10,050.00
- From Stryker, ambulance stretcher and stair chairs \$ 9610.48; and

WHEREAS, the Board of Finance on October 28, 2013, recommended the approval of the total expenditure of \$191,120.48;

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the expenditure of \$191,120.48 for a new ambulance and related equipment as outlined above and authorizes the Chief of the Fire Department, Seth Lasker, to execute any documents, subject to prior review by the City Attorney and Chief Administrative Officer, required to complete these purchases and deploy the new ambulance.



Burlington Fire Department



BUSINESS OFFICE

Three North Avenue

Burlington, Vermont 05401-8378

(802) 864-4552 • (802) 658-2700 (TTY)

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

TO: City Council

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

DATE: October 28, 2013

RE: ***Ambulance Replacement FY 14***

This is a request from the Burlington FIRE Department to purchase a new ambulance and equipment under the Mayor's City Capital Fund, account 709-19-700-9500_110.

Request authorization to purchase a new ambulance as approved as part of the FY 14 Budget and sign the contract with **Cromwell Emergency Vehicles for an Osage 2014 Ford F450 Super Warrior Ambulance, after discounts, for \$171,460.**

Upon approval of the Board of Finance on the purchase, the contract will be reviewed by the City Attorney and subsequent amount of down payment will be processed to engage the building of the ambulance to the Burlington Fire Department's specifications.

The following equipment will also be purchased to properly deploy the ambulance:

Radios from Burlington Communications	\$10,050.00
Ambulance stretcher and stair chair from Stryker	\$ 9,610.48

Total: \$191,120.48

A City Resolution is being drafted in concert with the City Attorney for City Council approval.

CC: Seth Lasker, Fire Chief

Cromwell Emergency Vehicles

A Division of Cromwell Associates, Inc.
Providing Emergency Vehicles Since 1981

3A Rexford Way,
Clifton Park New York 12065
Business Phone 518-373-0807 Business Fax 518-373-0813

Purchase contract

THIS IS A LEGALLY BINDING AGREEMENT. PLEASE READ THE FOLLOWING CAREFULLY.

THIS AGREEMENT, made the _ day of October 2013 by and between **Cromwell Emergency Vehicles**, a Division of Cromwell Associates Inc., 3A Rexford Way, Clifton Park, New York 12065 (hereinafter "Seller" or "Cromwell"), and the CITY OF BURLINGTON, VERMONT, a municipal corporation duly existing under the laws of the State of Vermont and having its principal place of business at 149 Church Street, Burlington, Vermont (hereinafter called "Buyer" or "Burlington")

In consideration of the covenants and agreements herein contained, the Seller and Buyer agree as follows:

Unit Purchased. The Seller agrees to sell and Buyer agrees to purchase (1) One **2014 F450 Osage Super Warrior** Ambulance (hereinafter "Vehicle"). Seller agrees to furnish all the materials, machinery and equipment and to perform all necessary labor to deliver to the Buyer said vehicle in accordance with the attached Exhibits.

This Agreement includes the following attached Exhibits:

Exhibit A Final Approved Specification Drawings dated by both parties

Exhibit B Order- Quote Form

Exhibit C Warranty of Ford Motor Co.

Exhibit D Warranty of Osage Industries

All Exhibits referenced above are incorporated into this Agreement by such reference as if set out in full. In the event there is a conflict between the Agreement and any of these Exhibits, the Agreement will control. In the event there is a conflict between the Exhibits, they will be interpreted in the following order of priority. Exhibit A will have first priority, Exhibit B will have second priority, Exhibit C will have third priority and thereafter in descending order.

Purchase Price. The Seller and Buyer agree to the following purchase price:

2013 F450 Osage Super Warrior

Based Price As Speced \$186,760.00

DISCOUNTS

"Crew Safe" option package - \$ 1,500.00

Repeat Customer Discount - \$ 3,000.00

Competitive Bid Allowance - \$ 7,000.00

Your Invoice Cost **\$175,260.00**

FORD GPC REBATE - \$ 3,800.00 *

* Must meet the Trade In Policy Agreement, Option C

Total Cost **\$ 171,460.00**

Deposit (10%) **-\$ 17,146.00**

Balance Due At Delivery **\$ 154,314.00**

3. Deposit Required. The Buyer agrees to remit the sum of **\$17,146.00** representing 10% of the purchase (invoice) price, at the time of signature of this Agreement. The Seller shall hold said deposit in escrow pending final delivery of the vehicle or upon such other conditions more specifically set forth herein in this Agreement.

4. Balance of Purchase Price. Final price is based upon F.O.B. destination, at the Buyer's specified location. The balance of the purchase price shall be due and payable at the time the Vehicle ordered is received, inspected and is found by Burlington to comply with procurement specifications and is free of damage. Burlington shall wire transfer the funds or mail a check directly to Cromwell's bank, with any such funds to be issued jointly to Cromwell and the bank.

5. Warranties. The price shall include a warranty, which is set forth by Ford Motor Company and Osage industries. No other warranties express or implied are created under this Agreement. See Exhibits C and D.

6. Change Orders. Buyer may make such other and further changes to its order as deemed necessary, until the time Seller submits the final specification drawings as approved by Buyer(Final Approved Specification Drawings, Exhibit A.) to manufacturer. Buyer agrees any change order shall be subject to a price increase as determined solely by Seller; all such increased costs shall be due and payable upon acceptance of the Vehicle as set forth above. Buyer further agrees that any change order may affect or delay final delivery of the Vehicle. All change orders shall be in writing, signed by both Seller and Buyer, and shall become part of this Agreement.

7. Specialized Equipment. Buyer and Seller acknowledge some specialized equipment (e.g., radios or other emergency equipment) requires prepayment prior to installation. In such case, Seller will notify Buyer of any such prepayment requirement. Buyer agrees to prepay for all such specialized equipment ordered within fifteen (15) business days from Seller's notification. Buyer recognizes any delay in the prepayment for such equipment may affect the delivery date of the vehicle.

8. Substantial Compliance. The Seller shall substantially comply with the Final Approved Specification Drawings, Exhibit A, in the design, construction and equipping of the vehicle. The Seller, in its sole discretion, reserves the right to substitute materials and/or equipment of equal or better quality, which it believes substantially complies with the Final Approved Specification Drawings.

9. Revocation. Buyer and Seller have twenty-four (24) hours from the date of execution of this Agreement to revoke same. Notification of revocation by either Seller or Buyer shall be made in writing and delivered to the other party via facsimile or first class mail.

10. Delivery Date. The Vehicle will be delivered to the Buyer on or about 210 days from the Seller's receipt of Final Approved Specification Drawings and receipt of Ford Chassis. Seller will promptly notify Buyer in the event the delivery date is extended beyond this projected time frame. Unforeseeable events or occurrences out of the control of Seller, such as acts of nature, strikes, and failure to secure delivery of a chassis may affect final delivery of vehicle, but Seller shall not be in breach of contract should an unforeseeable event occur.

11. Breach of Contract by Seller. The Seller and Buyer agree that, in the event of breach by Seller, the Buyer is limited to recovery of its deposit. Buyer is solely responsible for its own costs and legal fees.

12. Breach of Contract by Buyer. The Seller and Buyer agree that the Vehicle being manufactured and delivered under this Agreement is a unique and custom vehicle. If the Buyer, for any reason after the initial twenty-four (24) hour period, cancels or terminates this contract or otherwise refuses to perform according to its terms prior to the delivery of the Vehicle, the Seller shall be entitled to liquidated damages in the amount equal to the deposit remitted by Buyer. Seller and Buyer agree and acknowledge that damages for termination and/or cancellation of this Agreement cannot be reasonably calculated and, therefore, Buyer agrees to relinquish the deposit remitted to the Seller. If upon Seller's delivery of the vehicle to the Buyer the Buyer cannot perform by tendering the balance of the purchase price in accordance with the terms of the Agreement, the Seller shall be entitled to keep the deposit remitted by Buyer and commence legal proceedings to recoup the balance of the purchase price. Seller shall be required to make reasonable efforts to sell the Vehicle at a commercially reasonable price and deduct the sale proceeds from the balance of the purchase price.

13. Interpretation. This Agreement shall be interpreted and construed in accordance with the laws of the State of New York. Buyer and Seller agree any legal proceedings shall be commenced in County of Saratoga, State of New York.

14. No Oral Representation. The parties acknowledge there are no oral representations. All obligations are set forth in this Agreement.

15. Trade-Ins. The Buyer agrees to NO Trade-in per Schedule C

16. Force Majeure. Neither Seller nor Buyer shall be liable, either may cancel this Agreement, when delays arise out of causes beyond the control and without the fault or negligence of either party. Such causes may include but are not limited to acts of God or the public enemy acts, of Burlington in its sovereign capacity in performance of its governmental duties, fires, floods, lightning strikes, epidemics, quarantine restrictions, strikes, freight embargoes, wars, civil disturbances, work stoppage, power failures, laws, regulations, ordinances, acts or orders of any governmental agency or official thereof, and unusually severe weather. In every case, the delay must be beyond the control and without the fault or negligence of either party.

If either party is delayed in its performance as a result of the above causes, the may either parties may renegotiate the Agreement. If the parties cannot agree on a renegotiated Agreement, then the Agreement shall terminate.

17. No Assignment Seller shall not assign this Agreement or sublet it in whole or in part (unless specifically authorized in this Agreement or as mutually agreed to in writing by Buyer and Seller), or delegate any of the work to be performed to any other person, firm, company, corporation, or organization without the prior written permission of the Buyer. Seller shall not assign any monies due, or to become due to it under this Agreement, without the previous written consent of Buyer.

18. Parties Authorized. The Seller and the Buyer warrant that the individual executing this document are duly authorized by their respective entities to enter into this Agreement and recognize that they are creating a legally enforceable contract.

PURCHASER'S SIGNATURE:

Signed in, Burlington, VT this _____ day of October, 2013 by

City of Burlington, Vermont

by _____.

Print Name: _____

Title: _____ Duly Authorized.

SELLER'S SIGNATURE:

Signed in Clifton Park, New York, this _____ day of October, 2013 by

Cromwell Emergency Vehicles

A Division of Cromwell Associates, Inc.

BARRY MICHAEL BASHKOFF,
President, Cromwell Emergency Vehicles



Contract Exhibit E

Cromwell Emergency Vehicles (Schedule "C")
A Division of Cromwell Associates, Inc.
Providing Emergency Vehicles Since 1981
3A Rexford Way, Clifton Park, New York 12065

Business Phone 518-373-0807 Business Fax 518-373-0813

Trade in Policy Agreement

One of the following trade in agreements has been indicated for your purchase

Agreement "A": NO Trade

The no trade agreement is designed for the customer that has no vehicle to trade or has a vehicle pre-sold, not needing to trade towards the purchase of a new vehicle.

Agreement "B": Co-Operative Trade

The cooperative trade agreement is designed for the customer and Cromwell Emergency Vehicles to have equal rights to pre-sell said trade vehicle, (described below) before delivery of and after your new vehicle is delivered to you. This means the customer has the right to enter into a separate agreement to pre-sell said trade vehicle for more money than the trade in value listed below. The procedure as illustrated here must be followed:

- 1) Your signature below verifies and agrees to the COOPERATIVE TRADE Agreement and price listed below.
- 2) If Cromwell Emergency Vehicles (referred here as CEV) pre-sells your ambulance, we will notify you within 24 hours of the sale or on the next business day of the pre-sale. Once notified, by phone, you can no longer advertise or promote the pre-sale of this vehicle. Official notification by CEV will be followed up in writing.
- 3) If YOU pre-sell your ambulance, you must notify Cromwell Emergency Vehicles of the pre-sale within 24 hours or the next business day following the pre-sale. Once notified, by phone Cromwell Emergency Vehicles, can no longer advertise or promote the pre-sale of your vehicle. Official notification by YOU will be followed up in writing.
- 4) If you pre-sell the vehicle, the trade in value, listed below is then added back into the purchase price and payable upon receipt and delivery of your new vehicle.
- 5) Once you notify Cromwell Emergency Vehicles of your pre-sale, any trade-in agreement is void. Please be sure you actually have the vehicle sold before you notify us. Once we stop promoting the pre-sale, the vehicle is yours and the agreed trade price added back into the final payment. In other words, once you tell us it is sold you cannot back out of the arrangement.

Agreement "C": Trade Only

The trade only agreement is designed for the customer that does not want to sell the trade vehicle. The value listed below for your trade will be deducted from the purchase price of your new vehicle. During the period that your new vehicle is being constructed, no sale of your present vehicle can be made by your organization with the signing of this agreement; Cromwell Emergency Vehicles can ONLY sell the trade vehicle. Any and all sales leads of said trade vehicle are to be directed to Cromwell Emergency Vehicles during the production of your new vehicle regardless of offered prices from other agencies or agents.

Page Two

Trade in Policy Agreement

***MAINTENANCE POLICY**

It is understood with the signing of this document that said trade in vehicle, DESCRIBED BELOW and on the attachment, will be maintained in top running order and *In the same physical condition* as at the time of contract, up to the date it is transferred to Cromwell Associates Inc.

Transfer will include ORIGINAL Vermont State title, with satisfaction of all liens, transferred to Cromwell Associates Inc.

Said vehicle must be capable of passing a standard New York State Motor vehicle inspection at a station designated by Cromwell Associates Inc. and approved by the

We are honored that the Burlington Fire Department has chosen to purchase your Osage Emergency Vehicle from Cromwell Emergency Vehicles.

You have indicated that you desire the

Agreement "A": NO Trade

Signatures Required

PURCHASER'S SIGNATURE:

Signed in Burlington Vermont on this day _ of July, 2013

By _____.

Print Name: _____

Title: _____ Duly Authorized

SELLER'S SIGNATURE:

Signed in Clifton Park, New York, this _____ day of October, 2013

By _____

BARRY MICHAEL BASHKOFF,
President, Cromwell Emergency Vehicles

A Division of Cromwell Associates Inc.

1
2
3 **Resolution Relating to**
4

5
6 **APPROVAL OF AMENDMENT TO**
7 **AMENDED AND RESTATED AGREEMENT**
8 **FOR HYDROELECTRIC PROJECT**
9 **DEVELOPMENT BETWEEN BED AND**
10 **WINOOSKI ONE PARTNERSHIP**
11

RESOLUTION _____

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

Introduced: 11/4/2013

Referred to: _____

Action: _____

Date: _____

Signed by Mayor: _____

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 the City Council hereby approves the Amendment to Amended and Restated
18 Agreement for Hydroelectric Project Development Between the City of Burlington, Acting by
19 and Through the Burlington Electric Department and Winooski One Partnership, dated
20 December 12, 1991, as attached hereto (the "Amendment"); and

21 BE IT FURTHER RESOLVED that Barbara L. Grimes, General Manager, or her
22 designee, be and hereby is authorized to execute the Amendment on behalf of the City of
23 Burlington.

24
25
26 211150-82

AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR HYDROELECTRIC
PROJECT DEVELOPMENT BETWEEN THE CITY OF BURLINGTON, ACTING BY AND
THROUGH THE BURLINGTON ELECTRIC DEPARTMENT AND WINOOSKI ONE
PARTNERSHIP, DATED DECEMBER 12, 1991

THIS AMENDMENT TO AGREEMENT is entered into this ___ day of October 2013 by and between the City of Burlington, a municipal corporation acting by and through its Burlington Electric Department ("BED"), and Winooski One Partnership ("WOP"), a Vermont general partnership (collectively the "Parties").

RECITALS

WHEREAS, the Parties are signatories to the Amended and Restated Agreement for Hydroelectric Project Development dated December 12, 1991 (the "Agreement"); and

WHEREAS, section 8 of the Agreement provides BED the option to purchase the Project at the end of WOP's power purchase agreement with the State of Vermont's purchasing agent, which was April 1, 2013, in accordance with the terms and conditions of the Option Agreement between the Parties; and

WHEREAS, the Option Agreement provides BED the option to purchase the Project as defined therein at fair market value as of April 1, 2013, and if the Parties are unable to agree, the fair market value is to be determined through the arbitration provisions of section 21 of the Agreement; and

WHEREAS, BED timely exercised its option to purchase the Project by letter dated September 26, 2012, and the Parties are now engaged in arbitration to determine the Project's fair market value in American Arbitration Association Case No. 11-198-Y-002014-12; and

WHEREAS, section 21 of the Agreement provides that the arbitrators are to issue findings of fact and determinations of law as part of any award, and also to determine and specify how the expenses of the arbitration shall be allocated between the Parties; and

WHEREAS, the Parties have agreed to: evenly split the expenses and fees of the arbitration; to bear their own costs, including attorneys' fees, associated with the arbitration; and to allow the arbitrators to issue a "reasoned award" in lieu of findings of fact and determinations of law; and

WHEREAS, the arbitrators have requested the Parties to amend the Agreement to reflect the agreements set forth in the preceding recital;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and the Parties intending to be bound thereby, the Parties agree to amend the Agreement for purposes of Case No. 11-198-Y-002014-12 as follows:

1. Section 21 of the Agreement shall be amended for purposes of Case No. 11-198-Y-002014-12 to provide that the expenses and fees of the arbitration shall be split evenly

between the Parties; each Party shall bear their own costs, including attorneys' fees, associated with the arbitration; and the arbitrators may issue a "reasoned award" in lieu of findings of fact and determinations of law.

2. All other terms of the Agreement shall remain in full force and effect, and the amendment to section 21 set forth in paragraph 1 above shall be for purposes of Case No. 11-198-Y-002014-12 only.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to Agreement to be signed by their respective duly authorized agents as of the day and date first above written.

IN THE PRESENCE OF:

CITY OF BURLINGTON
BURLINGTON ELECTRIC
DEPARTMENT

By: _____

WINOOSKI ONE PARTNERSHIP

By: _____

Mathew Rubin
General Partner

John Warshow
General Partner

Harold Turner
General Partner

TRACTEBEL WINOOSKI INC.

By: _____

Duly Authorized Agent

WINOOSKI ONE HYDRO, LP

By: _____

Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS

At Burlington, this ____ day of _____, 2013, personally appeared _____, _____ of City of Burlington, Burlington Electric Department, and acknowledged the foregoing instrument, by him/her sealed and subscribed, to be his/her free act and deed and the free act and deed of the City of Burlington, Burlington Electric Department.

Before me, _____

Notary Public

My Commission Expires: 2/10/15

STATE OF VERMONT
CHITTENDEN COUNTY, SS

At _____, this ____ day of _____, 2013, personally appeared Mathew Rubin, General Partner of Winooski One Partnership and acknowledged the foregoing instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of the Winooski One Partnership.

Before me, _____

Notary Public

My Commission Expires: 2/10/15

STATE OF VERMONT
CHITTENDEN COUNTY, SS

At _____, this ____ day of _____, 2013, personally appeared John Warshow, General Partner of Winooski One Partnership and acknowledged the foregoing instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of the Winooski One Partnership.

Before me, _____

Notary Public

My Commission Expires: 2/10/15

STATE OF VERMONT
CHITTENDEN COUNTY, SS

At _____, this ____ day of _____, 2013, personally appeared Harold Turner, General Partner of Winooski One Partnership and acknowledged the foregoing instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of the Winooski One Partnership.

Before me, _____

Notary Public

My Commission Expires: 2/10/15

STATE OF VERMONT
CHITTENDEN COUNTY, SS

At _____, this ____ day of _____, 2013, personally appeared _____ of Tractebel Winooski, Inc. and acknowledged the foregoing instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of Tractebel Winooski, Inc.

Before me, _____

Notary Public

My Commission Expires: 2/10/15

STATE OF VERMONT
CHITTENDEN COUNTY, SS

At _____, this ____ day of _____, 2013, personally appeared _____ of Winooski One Hydro, LP and acknowledged the foregoing instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of Winooski One Hydro, LP.

Before me, _____

Notary Public

My Commission Expires: 2/10/15

AUTHORIZATION FOR PURCHASE OF EXCAVATOR

In the year Two Thousand Thirteen.....

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

That WHEREAS, the Water Division of the Department of Public Works typically runs two crews for completion of water main service and repairs, valve upgrades, hydrant installations, and other construction operations; and

WHEREAS, those crews have recommended that one of the existing backhoes be replaced by an excavator that would allow substantially more flexibility and maneuverability; and

WHEREAS, the City can provide financing to the Water Division at a lower rate than available from outside companies; and

WHEREAS, after reviewing the bids received from four vendors, the Assistant Director for DPW, Water Division, has recommended that the City purchase a John Deere excavator from Nortrax Equipment at a net cost of \$87,714, which includes a trailer and a pattern control valve, as well as a trade-in of an existing City backhoe, and would be financed by a five-year promissory note to the City at a 2% interest rate, for total payments of \$18,609.26 per year; and

WHEREAS, the Board of Finance on October 28, 2013, has recommended approval of the purchase and financing arrangement described above;

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the purchase of a John Deere excavator and related equipment from Nortrax Equipment, authorizes the Water Division to enter into a promissory note with the City, and authorizes the Chief Administrative Officer on behalf of the City to provide financing, all as described above, subject to review by the City Attorney's Office.

Shapin Spencer
Public Works Director

Laurie Adams
Assistant Director



P.O. Box 878
Burlington, VT 05402

(802) 863-4501 P
(802) 864-8233 F

MEMO

To: Burlington Board of Finance
From: Laurie Adams, Assistant Director DPW Water Quality *ah*
Date: October 25, 2013

Re: Request to Purchase & Finance an Excavator

The Water Division typically runs two crews for completion of water service and main repairs, replacements, valve upgrades and hydrant installations. In the past backhoes or wheeled machines were purchased. For some time the crew has wanted to use an excavator but previous management would not support this for unfounded reasons. I say this because the appropriate size excavator has many benefits.

1. Cost is comparable to a backhoe. The cost of a comparable new backhoe from John Deere is \$128,900 versus the cost of the excavator from John Deere at \$107,860 before trade.
2. Reach, 360 degrees, an excavator can reach both to the side, front and back whereas a backhoe has to physically move the entire rig.
3. An excavator has no outriggers therefore it is free to move without first lifting the outriggers or stabilizers.
4. Footprint of excavator a little shorter than a backhoe and better visibility.

Our new Water Distribution Foreman worked with Equipment Maintenance to detail the appropriate specifications for the type of machine we needed. Our proposal includes trading one of our existing backhoes and financing the remaining balance. The excavator needs a trailer to move the equipment from job to job. Bids were received from four vendors. We asked to demo the two closest in price with the operators on the crew who would be using the equipment. **Staff recommendation is the John Deere from Nortrax Equipment for a net cost of \$87,714.** This machine had a side boom which made for better visibility when operating than the Caterpillar. The Cat machine has a swing boom in front that made a blind spot for the operator. This purchase is included in the approved FY14 budget. Although we requested financing from the vendors the City is offering a rate of 2% over five years. A promissory note between the City and the Water Division would be signed for this arrangement. The estimated payment based on annual, beginning of period payments for five years would equal \$18,244.37/year.

City of Burlington

Promissory Note

The Water Division, Department of Public Works, Burlington, Vermont, for value received, promises to pay in lawful money of the United States to the City of Burlington General Fund, Vermont:

****Eight-Seven Thousand, Seven Hundred and Fourteen Dollars
(\$87,714.00)**

To be paid back within 5 years with the first payment being on November 1, 2014 and the 5 yearly principal payments being of equal amounts. For the 5 years of this note the interest payment shall be 2%.

As authorized by the Burlington City Council, or a majority thereof, at a publicly Warned meeting held on November 4, 2013 and approved by the Mayor of Burlington.

Dated: _____

BY: _____
Miro Weinberger,
Mayor

BY: _____
Robert Rusten,
Chief Administrative Officer

1
2 **Resolution Relating to**
3

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

4
5
6 **CONTRACT AMENDMENT - DOWNTOWN & WATERFRONT PLAN**
7 **TOWN PLANNING AND URBAN DESIGN COLLABORATIVE (TPUDC)**
8

9
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, in October, 2010 the City of Burlington was named as one of 42 national recipients
18 of a Sustainable Communities Challenge Grant awarded by the U.S. Department of Housing and Urban
19 Development (HUD) for the development of a Downtown and Waterfront Master Plan and Form-Based
20 Code; and

21 WHEREAS, on September 12, 2011, the Burlington City Council authorized David E. White,
22 Director of Planning & Zoning, to execute a contract for an amount not to exceed \$175,000.00 with the
23 Town Planning and Urban Design Collaborative (TPUDC) to develop the Downtown and Waterfront
24 Master Plan; and

25 WHEREAS, the City now seeks authorization to execute the attached amendment to the above
26 referenced contract with TPUDC in order to expand the scope of work to include the creation of
27 additional illustrations for the Form-Based Code as included in the original contract; and

28 WHEREAS, the additional cost of \$20,000.00, which will bring the maximum limiting amount of
29 the contract to \$195,000.00, is already included in the Department of Planning and Zoning's budget
30 relative to the project; and

31 WHEREAS, this request to amend the contract received the unanimous support of the Board of
32 Finance at their October 28, 2013 meeting;

33 NOW, THEREFORE, BE IT RESOLVED that the Burlington City Council hereby authorizes
34 David E. White, Director of Planning and Zoning, to execute the attached amendment to the contract with
35 TPUDC and all necessary documents attendant thereto, subject to the review and approval of the City
36 Attorney.
37

* * * * *

DISTRIBUTION:

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

ORIGINAL

RESOLUTION RELATING TO

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

Adopted by the City Council

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

..... Clerk

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

..... Mayor

Attest:

Vol. Page

* * * * *

AMENDMENT #2

AGREEMENT for PLANNING SERVICES

between the
CITY OF BURLINGTON

and

Town Planning and Urban Design Collaborative (TPUDC)

This AGREEMENT, originally entered into on the 19th day of September 2011, by and between the **City of Burlington, Vermont**, acting through the Burlington Department of Planning and Zoning, hereinafter called "the City," and **Town Planning and Urban Design Collaborative**, hereinafter called "the Consultant", shall be pursuant to all terms and conditions of the original contract except where identified below:

1. **Scope of work:** Tasks 5.4 and 6.1 of the existing scope of work to be expanded to include the creation of additional illustrations for the Form-Based Code, as well as the preparation of a stand-alone document for adoption.
2. **Time Schedule:** The period of performance for work under this Amendment 2 to the Agreement shall begin on April 30, 2013 and run to April 30, 2014.
3. **The Agreement Fee**
Maximum Limiting Amount: The total maximum limiting amount (MLA) to be paid to the CONSULTANT and all sub-consultants hereunder for all services covered through this Agreement shall be increased from the original amount of one hundred and seventy-five thousand dollars (\$175,000) to one hundred and ninety-five thousand dollars (\$195,000).
Payments: 10% (\$19,500) of the total contract amount will be paid upon delivery and approval of final work products by the City.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THE TERMS OF THIS CONTRACT AS AMENDED ABOVE:

David E. White, AICP, *Director of Planning & Zoning*

Date

Brian Wright, CNU, TPUDC

Date

APPENDIX A - SCOPE OF SERVICES

Below is a detailed description of our proposed scope, which we look forward to refining in partnership with the City. Based on the budget, we have separated the scope into Core Elements and Enhanced Elements. The Core Elements meet, and in many cases exceed, the minimum requirements summarized in the City's Request for Qualifications and Request for Proposals. Enhanced elements represent one or more opportunities to generate a more robust deliverable should the City find any of the identified items to be of special importance.

Core Elements

The following broad tasks are suggested by TPUDC for the development of a community-driven vision plan and Form-Based Code for Downtown Burlington and the Waterfront.

PHASE 1.0 – PROJECT COORDINATION

For the completion of a successful project, the following tasks will be performed to begin the process of collaboration between the Client and the TPUDC team, to ensure that expectations and needs are managed and met.

TASK 1.1 – PROJECT KICK-OFF MEETING, CLIENT MEETING #1

The Project Kick-Off Meeting, with the City staff and key officials, will primarily serve as an opportunity for the Team to understand Burlington's needs and desires for this project. Additionally, this meeting will serve to discuss and refine the project's scope, process, schedule, and goals. This meeting will likely take a half day and cover a multitude of topics such as:

- Clarification and creation of Client/Team interface and collaborative structure
- Goals based on the Client's perspective
- Goals based on the Team's experience
- Delineation of study area
- Discussion of project schedule
- Discussion of local initiatives
- Client concerns
- Client aspirations
- Briefing on Activity 1, Existing Conditions Analysis
- Initial assessment of available and missing data
- Establishment of measures of success
- Presentation of collected base information and graphics
- Discussion of outreach objectives and strategy

The meeting will also cover project organization, staff coordination, and procedures for sharing information. Following the kick-off meeting, coordination between City staff and the TPUDC team will occur as a set of

Downtown & Waterfront Plan – Activities 2 & 3

APPENDIX A – Scope of Services

milestones pertaining to public outreach, preliminary findings, design work, coordination of on-going issues, and feedback on draft materials. Routine coordination between on-site meetings will be facilitated through video conference (Skype), conference call, e-mail, or interaction over a private FTP site.

TASK 1.2: SITE RECONNAISSANCE & TOUR OF STUDY AREA

Following the Kick-Off Meeting, TPUDC will conduct the first reconnaissance tour of Burlington's Downtown, Waterfront, and the City as a whole with the Planning staff as our guide. This task provides an opportunity to discuss base information and field-review draft maps of existing conditions, opportunities and constraints.

TASK 1.3: PROJECT COORDINATION PLAN

TPUDC understands that the City of Burlington Department of Planning and Zoning will serve as the Client Representative and will be the entity to whom the Team will report. We also understand the importance of a clear chain of command and maintaining an open line of communication between the consultant and the Client. The Project Principal and Director will have a weekly "Check-In" conference call and meet with the Client, as requested. Meetings will be substantive on project delivery issues as well as collaborative on discussing strategy and moving essential project elements forward.

The Team will prepare a Project Coordination Plan which will include:

- A task-by-task work plan for achievement of each of the deliverables identified in the scope of work;
- A chart depicting project tasks, duration, critical decision points, public participation and stakeholder involvement, deliverables and their respective review periods and other elements;
- A listing of additional data needed for collection;
- A refined project management and responsibility matrix, including a listing of all project participants;
- Strategy for coordination and collaboration with groups involved in pre-existing planning studies and Activity 1;
- Client/Consultant/Stakeholder communication plan and contact lists;
- Data format, maintenance and file management plan;

The Team will submit the draft Project Coordination Plan to the Client for review and approval. Feedback will be incorporated and final document issued.

TASK 1.4: PUBLIC OUTREACH & ENGAGEMENT STRATEGY

Few issues are as crucial to a project as initiating and maintaining meaningful public involvement throughout the life of a project. The TPUDC team believes wide-spread public participation in developing a vision is key to the long-term success of any plan. We will utilize our strengths as one of the nation's leading consensus building firms, working closely with City staff to generate broad-based interest in the project. We will raise issues related

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to density and growth and move the community toward a proactive dialogue around identifying the most loved parts of the City and how those areas relate to Burlington's unique character, scale, and quality of life.

The Public Outreach & Engagement Strategy developed by the Planning Commission is a powerful first step in generating widespread community involvement and participation. The TPUDC team will work with the City to meet the public participation goals identified in the document, engaging as many stakeholder groups as possible.

Identified Stakeholders include, but are not limited to the following:

- Mayor's Office & City Council
- Planning Commission (PC)
- Development Review Board (DRB)
- Design Advisory Board (DAB) & Historic Preservation Review Committee
- Conservation Board (CB)
- Board of Finance
- Department of Parks and Recreation
- Community and neighborhood leaders
- Neighborhood Planning Assemblies (NPA's)
- Business Community
- The Downtown Partnership
- Lake Champlain Regional Chamber of Commerce
- Greater Burlington Industrial Corporation
- Burlington Business Association (BBA)
- Burlington Town Center
- Church Street Marketplace
- Developers
- Vermont Agency of Transportation (VTrans)
- Lake Champlain Transportation Company
- Green Mountain Railroad
- Vermont Transit Lines
- AMTRAK
- Chittenden County Transportation Authority (CCTA)
- Campus Area Transport Management Assn. (CATMA)
- Local Motion
- Burlington Walk | Bike Council (BWBC)
- Local Authorities
- Burlington School District
- University of Vermont
- Champlain College

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- Burlington College
- Students
- VT Department of Environmental Conservation (DEC)
- Vermont Water Quality Division
- Lake Champlain Basin Program
- Lake Champlain Islands Chamber of Commerce
- Chittenden County Regional Planning Commission
- Chittenden County MPO
- Boaters
- Coast Guard
- Waterfront Industry
- Tourists
- Arts and Entertainment Community
- City Arts
- Museums / Aquarium
- Intervale Center
- Burlington Food Council
- Downtown & Waterfront residents
- VT Dept of Economic, Housing & Community Dev.
- Vermont Housing Finance Agency (VHFA)
- Center for Communities & Neighborhoods (C-CaN)
- Champlain Housing Trust
- Burlington Housing Authority
- Burlington Committee for Temporary Shelter (COTS)
- Refugee organizations
- Disability organizations
- All other property and business owners in study area
- State representatives

The TPUDC team will expand on the Public Outreach & Engagement Strategy, outlining the elements and timing of meetings and public collaboration. The following information will be added:

- Final identification of stakeholders and timing of meetings associated with public outreach and collaboration;
- Methods and materials anticipated for use throughout the public outreach effort and for each audience;
- Method for collecting and summarizing public input;
- Strategy for use of print and broadcast media for public meeting announcements and provision of information.

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TASK 1.5: PROJECT BRANDING

Project branding is an important component to a successful planning process. The Team will work with the Client from the onset of the planning process to develop a complete project branding strategy for the Downtown and Waterfront Plan to ensure the citizens know about the project and actively participate in the process. The team looks forward to engaging with the City in this creative process.

TASK 1.6: STAKEHOLDER INTERVIEWS

The Team will conduct on-site interviews with key stakeholders identified by the City staff. City staff should provide a list of individuals to interview and arrange all meeting dates, times, and locations in coordination with TPUDC. Candidates for stakeholder interviews may include heads of various City departments, significant property owners, neighborhood advocates, or real estate and Chamber of Commerce representatives.

TASK 1.7: POLICY-MAKER BRIEFING #1

The Team, in partnership with City staff, will conduct an informal joint project kick-off meeting with members of the City Council and the Planning Commission. After a brief presentation by the Project Principal, those in attendance will be asked for their opinions on issues and opportunities facing the City as a way to begin the dialogue with the Team.

TASK 1.8: CITIZEN WORKSHOP

A citizen workshop will serve as the official project kick-off for the general public. It will be used to provide an overview of the planning process, generate and share ideas for a long-term City vision, re-affirm the vision contained in the Burlington Legacy Project and Municipal Development Plan, and answer any questions.

Deliverables for Phase 1.0:

- Project Coordination Plan
- Expanded Public Engagement & Outreach Strategy

Interactions for Phase 1.0:

- Project Kick-Off / Client Meeting #1
- Policy-Maker Briefing #1
- Weekly Client / Consultant Call-Ins

PHASE 2.0: ANALYSIS & PREPARATION

To meet the goals of the project, the TPUDC team will inventory and evaluate physical data, plans, programs, and policies that could influence the Downtown and Waterfront Master Plan.

TASK 2.1: REVIEW, REAFFIRM & PACKAGE RESULTS OF ACTIVITY 1 — EXISTING CONDITIONS ANALYSIS

The TPUDC team will work closely with City staff to obtain and understand the results of all Activity 1 - Existing Conditions Analysis work. TPUDC will synthesize the results into a cohesive package to share with the public. However, the team needs a better understanding of the form and extent of the Activity 1 analysis before a more

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specific approach for formatting and presenting the information can be generated.

TPUDC will communicate any additional data needs to the City early in the process, to ensure that once design work begins, all needed background information is available to the team.

TASK 2.2: REVIEW EXISTING PLANNING-RELATED DOCUMENTS

Current and completed planning documents, studies, and processes pertaining to Burlington and the study area will be reviewed to ensure that the Team's work builds upon existing knowledge. Such documents include: Zoning Codes, the Waterfront Revitalization Plan (1998), the Economic Development Plan (2005), the Housing and Community Development Action Plan (2010), the Municipal Development Plan, including the most recent Transportation Plan and Sidewalk Strategic Plan (2006), and the Burlington Legacy Project.

TASK 2.3: PREPARE BASE MAPS

Base mapping will be prepared by the Team for use during community outreach sessions and as the base for master planning design work. Team member Matt Noonkester is a GIS specialist who will work closely with the City to obtain available GIS base layers, including environmental constraints (floodplains, wetlands, hazardous material sites, community impacts, and historic properties) identified on local and State databases, as well as parcel lines, existing buildings, roads, and other pertinent data layers that will be needed by the team.

TASK 2.4: REGULATORY ANALYSIS

TPUDC will conduct a thorough zoning analysis to understand how existing regulations will need to be modified in order to successfully realize the shared vision for the future of Burlington. Director of Codes, Bill Wright, will begin conversations with the City in the early stages of the project to identify the preferred type of base code, administrative review procedures, and establish a strategy for integrating form-based sections into the existing municipal land use regulations.

Deliverables for Phase 2.0:

- Activity 1 Summary Package
- Base Maps
- Regulatory Analysis & Recommendations

Interactions for Phase 2.0:

- Preliminary phone calls related to FBC structure

PHASE 3.0: INITIAL PUBLIC OUTREACH

TPUDC feels strongly that a plan created by many hands produces a better outcome and leads to a code that has a greater likelihood of being adopted. To that end, TPUDC will begin work early on with City staff and the Planning Commission to execute the Public Outreach & Engagement Strategy.

Given the City's sincere interest in drawing substantial public involvement from a broad cross-section of the

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community, it will be critical to build enthusiasm for the project well in advance of the intensive public design charrette. TPUDC suggests that at least the first three to four months of the project be dedicated to public outreach, and perhaps more time depending on the timing of priority milestones for the project.

TASK 3.1: PRINT MATERIAL

TPUDC will assist the City with the preparation of print materials, including posters, post cards, fliers. Our team's graphic designers will tie all print material back to the project branding developed during Phase 1.

TASK 3.2: MEDIA

TPUDC will help write press releases, conduct interviews for local media, and work with City staff to populate social media outlets, including the Front Porch Forum, Facebook, Twitter, Survey Monkey, and Constant Contact.

TASK 3.3: PRE-CHARRETTE STAKEHOLDER MEETINGS

TPUDC will work with the City to set up meetings with stakeholder groups prior to the charrette process to begin to identify critical issues and build buy-in to the process.

TASK 3.4: SPEAKER SERIES

During trips to Vermont, TPUDC Principal Brian Wright will be available to the City of Burlington for educational presentations pertaining to smart growth principles, form-based coding, and other relevant topics. TPUDC is also tied into the Congress for the New Urbanism (CNU) New England Chapter and the national CNU organization. Should there be an interest in specialized topics or hearing from representatives of other communities that have adopted Form-Based Codes, TPUDC will be happy to help arrange for these speakers.

TASK 3.5: SPECIAL POPULATIONS

Special efforts will also be taken to reach a diverse population, including refugee communities, understanding that this may involve the translation of marketing material into different languages. The team will also work with the City to engage stakeholders with special needs, the elderly, as well as students from all levels.

TASK 3.6: CAPACITY BUILDING

TPUDC will work with City staff, commissions, committees, and local stakeholders to build capacity, and engage in the kind of word-of-mouth marketing that is essential for building energy around the charrette process, generating attendance, and cultivating long-term project champions.

TASK 3.7: PRE-CHARRETTE STAFF TRAINING, CLIENT MEETING #2

TPUDC will meet with Staff to engage in a training to address questions related to the Form-Based Code, and to lay a framework for the charrette process and how the master planning work will inform the code preparation.

CREATIVE PUBLIC OUTREACH IDEAS:

- Add youth to Project Advisory Committee.

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- Work with high school or college students to engage refugee groups and the elderly in storytelling to understand their past and identify hopes for the future.
- Brainstorm speakers that would resonate with the elderly and with refugee populations, with use of translators as needed.
- Engage broad cross-section of stakeholders in measuring and documenting the dimensions and form of Burlington's most-loved places
- Hold a children's design workshop during the charrette.
- Have college students and avid bikers help in the preparation of the bike plan by riding the streets and providing direct user input.

Deliverables for Phase 3.0:

- Print materials
- Press releases
- Social media postings

Interactions for Phase 3.0:

- Pre-Charrette stakeholders meetings
- Educational presentations
- Staff Training, Client Meeting #2

PHASE 4.0: PUBLIC DESIGN CHARRETTE

TPUDC understands that the City of Burlington would like to conduct master planning and coding work through an open and public forum, so that all residents can have a voice in the future of the City. Our team shares this approach to planning and, in all our projects, performs design and master planning work in public, setting up studio workspace within the heart of the study area to facilitate dialogue and personal interaction between the design team and the community.

Though community engagement and outreach will occur over months, TPUDC strongly suggests that the design work will be compressed to take advantage of the opportunity for collaboration and sharing ideas between the team, the City and the public, with all hands on deck during an intensive multi-day event. Providing a forum for the exchange of ideas, the charrette offers the unique advantages of providing "real-time" feedback to the charrette team while giving a sense of authorship to those who participate in the process. It also ensures that information is not lost over months of public meetings.

The charrette schedule is organized to elicit the participation of all community members interested in the future

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of growth and development -- whether they represent concerned neighbors, elected officials, or the general public. In our experience, the public charrette process has a higher probability of success than rezoning and master planning done behind closed doors and presented to the public after decisions have been made. There is no more efficient, cost-effective or proven methodology for successful land use planning than the charrette.

Prior to the charrette, the political process will be mapped out and a strategy created to include the regulatory agencies and approving officials in the process ensuring that the effort has the highest probability of success.

We understand that the City may be interested in breaking out the process by four topics including: Urban Form and Design; Civic Life and Cultural Facilities; Streetscape and Transportation; and Land Use and Environment. This focus work can occur through a variety of organizational approaches, including stakeholder meetings before and during the charrette on these topics or dedicating an entire day of the charrette to each topic.

TPUDC charrettes usually last 4 to 10 consecutive days. Based on the scope and available budget, TPUDC recommends a 7-day design charrette for the Burlington Downtown and Waterfront Plan. However, crafting any public process requires a thorough conversation with the local leadership. Therefore we expect the approach will need to be customized with the City to ensure a process that works best within the local political climate, schedules, and other unique conditions of the local context.

TASK 4.1: CLIENT MEETING #3

On the first day of the charrette, principals of TPUDC will meet with the Client to review the detailed schedule for the charrette week, reconfirm significant issues, and review expectations and goals.

TASK 4.2: STAKEHOLDER ENGAGEMENT

PUBLIC PRESENTATION & HANDS-ON SESSION

On the first evening, Project Principal Brian Wright will deliver an introductory presentation on traditional town planning, Smart Growth, and HUD's six Livability Principles. That same night the team will facilitate a hands-on design workshop where the public is invited to contribute their ideas, working over base maps to identify how they might like to see the City evolve in the future. This information is critical to the formation of plan alternatives, which will be generated during the first days of the charrette.

TECHNICAL MEETINGS

During the first two to three days of the charrette, formal and informal meetings will be held with various approving agencies and stakeholder groups. The input gathered from these meetings will help inform the generation of plan alternatives.

CHILDREN'S HANDS-ON DESIGN WORKSHOP

TPUDC can arrange for a Children's Design Workshop, giving local kids an opportunity to design part of their community. This could be arranged in partnership with the Echo Lake Aquarium and Science Center, with the

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event occurring during a time that works best for local families. Work produced by the children will be displayed in the studio.

OPEN STUDIO

For the entire course of the charrette, the TPUDC team and participating City staff will be set up in a space centrally located within the study area, such as a first-floor vacant store front. The studio will function as an office, meeting room, and gallery, open to the public from morning through night. Because stakeholders differ in their times of availability, the open studio will ensure that everyone can find a time to engage in the process and contribute their ideas.

PIN-UP & REVIEW

Mid-way through the charrette, the Team will conduct a pin-up and review to present plan alternatives and gather feedback from the public. Based on feedback, a final plan will be prepared during the remaining days of the charrette.

WORK-IN-PROGRESS PRESENTATION

On the final evening of the charrette, TPUDC principal Brian Wright will give a work-in-progress presentation that describes the process to date, explains the elements of the plan, and presents other findings and products developed during the charrette. This is another opportunity for the public to provide feedback and shape the direction of vision.

TASK 4.3: TOUR OF STUDY AREA & SYNOPTIC SURVEYING

As part of the community outreach and engagement process, TPUDC will tour Burlington and the region to document the most loved places. The synoptic surveying work will involve measuring streets, lots, and buildings, which will provide preliminary or additional base information for the development of the code. TPUDC is happy to organize the synoptic survey work as a training opportunity so local leaders can repeat this field analysis exercise with others. We are also open to engaging UVM, St. Michaels, Champlain College, and Community College of Vermont students in this training as well.

TASK 4.4: MASTER PLAN

The TPUDC team will take a multi-disciplinary approach, with all members of our team working collaboratively to bring a diverse set of skills and perspective to the development of the plan. Burlington will gain from a rich flow of information and breadth of strategies to address issues facing the city, whether related to design, economic development, stormwater management, traffic and parking, civic space design, or waterfront user needs.

The Master Plan will illustrate the following items:

- New, existing, and rehabilitated buildings
- New parks and plazas, as well as enhanced design for any existing underutilized public spaces
- New street connections

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- On-site and off-site parking
- Public facilities & civic buildings
- Urban agriculture, community gardens, other ag uses
- Locations for affordable housing
- Locations for artist lofts and artisan industrial space
- Strategies for addressing the limited access points into and out of the City
- Enhancements to linkages between downtown, the waterfront, and surrounding neighborhoods

In addition to the master plan, work will include studies of infill sites, civic space design, stormwater management strategies, parking allocation and management solutions, street sections for existing and proposed thoroughfares, before and after renderings, and birds-eye renderings. In addition, TPUDC will develop implementation strategies such as mechanisms for funding new development and supporting infrastructure, capital improvement planning, development assistance and incentives, and a monitoring process so the City can evaluate progress.

Of particular importance, because TPUDC is also leading the coding effort, the master plan will be code-ready, avoiding time delay due to potential rework, confusion, and discrepancies between the vision and the regulatory framework.

WATERFRONT USER ASSESSMENT & PLAN

The waterfront plan will provide a framework for guiding future development, clearly illustrating the goals and strategies identified during the charrette and laying the groundwork for turning Burlington's shoreline along Lake Chaplain into a world class waterfront.

Balancing water-dependent uses with the potential for more intense private residential and commercial development, as well as public access, will be a challenge as Burlington envisions a new, more vibrant future for the lakefront. Recognizing the importance of an integrated waterfront that meets multiple needs, master planning efforts in Burlington will seek to balance a complex range of objectives, such as providing public and water-dependent business access, protecting environmental resources, retaining viable waterfront economies, addressing water quality issues, and providing the infrastructure and support facilities required if water-dependent uses are going to be encouraged.

During the charrette Cooper Robertson will support the site analysis and design effort for TPUDC's coordinated user assessment, conducting site visits and meeting with stakeholders to understand the physical constraints, opportunities, and dynamics of the waterfront, including public and private facilities, access points and rights-of-way, parcels suitable for development, and support services. This analysis work will provide the vision and direction for the waterfront framework plan.

For the team to efficiently gather the needed baseline information, it will be critical for the City to help ensure that waterfront stakeholders attend scheduled technical stakeholder meetings during the charrette.

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Nelson Nygaard will provide insight into Complete Street design to and from the waterfront. Strategies for reducing stormwater overflows and improving lake quality will be provided by Engineering Ventures and the Crabtree Group.

TPUDC will craft a combination of incentives and regulations to achieve the desired mix of waterfront uses and access to those uses. The Eisen Group will explore incentives, such as special value-assessments for water-dependent uses, tax deferral programs, density bonuses, expedited permitting for water-dependent uses, and harbor infrastructure improvements, to facilitate the implementation of the master plan. The team will also consider the impact of appropriate waterfront infrastructure/boating capacity and potential infill development to improve the property tax base, increase downtown consumer markets, expand water-based tourism, and minimize traffic impacts.

With regard to regulations, the team will work closely with the City to designate areas for special waterfront districts and ensure that the Form-Based Code effectively facilitates and drives both private and public investment.

PARK PLANS

Mahan Rykiel Associates will supplement the master planning efforts with detailed civic space plans that will inspire investment in the City's underutilized spaces. Their expertise can be used to revisit park designs for Battery Park, Waterfront Park, the Island Line Trail, as well as urban and neighborhood parks within the Downtown.

TASK 4.5: HOUSING STRATEGY

The TPUDC team will work with the City to develop strategies to address high development costs, permitting challenges, and the public opposition that may be hampering infill of vacant sites. The team will suggest a series of existing and creative new pre-approved building types that will be incorporated into the Form-Based Code as a strategy to reduce the burden of the approvals process and encourage housing types that will attract professionals, entrepreneurs and artists. These creative housing options, generated through the public process and integrated into the form-based code, will help to remove barriers to small increment development.

TASK 4.6 : LID RECOMMENDATIONS

Engineering Ventures and the Crabtree Group will work closely with the TPUDC team to explore Light Imprint Design strategies for accommodating green street retrofits, rain gardens, parks and open spaces that provide retention, detention and clarification during rain events, rainwater harvesting, parking lot green infrastructure retrofits, watershed analysis to identify opportunities for public and private green infrastructure investment, and green stormwater BMPs.

Should the City be interested, team engineers will also offer creative approaches for how to retrofit the District Energy (DE) hot pipe distribution system into the existing urban fabric of the Downtown.

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TASK 4.7: PROTOTYPICAL THOROUGHFARE SECTIONS & PLAN

Existing thoroughfares and transportation policies will be evaluated and compared to the ITE's Designing Walkable Urban Thoroughfares: A Context Sensitive Approach, along with Vermont's new Complete Street initiative relating to the design of residential streets, traffic calming and creating a walkable environment. Connectivity will be stressed so that the various modes, including walking, bicycling, transit and automobile travel, can be balanced.

Nelson Nygaard will work closely with the rest of the design team to develop a menu of complete street sections that integrate all modes of transportation. Sections will look at sidewalk widths, trade-offs between bicycle lanes/cycle tracks/sharrows, lane widths and carrying capacity, parking, and street furniture provisions. These prototypical street sections will be keyed to a street plan for the City. Both the street sections and street plan will be incorporated directly into the Form-Based Code developed for the study area.

TASK 4.8: PARKING PLAN

Nelson Nygaard will work closely with designers and the economic team to generate a comprehensive parking plan that will accommodate future demand and minimize inefficiencies in the system. The comprehensive parking plan will focus on management and policy to inform the overall need for parking. A dynamic shared-parking model based on Urban Land Institute best practices will be used to explore the parking needs and peaks based on land uses and will inform and verify the performance of the final Master Plan and Form-Based Code. If needed, locations for structured or public surface lots will be evaluated and identified on the Master Plan. Adequate on-site parking will be provided for areas of new construction, and strategies developed for managing off-site parking where historic building patterns have failed to provide sufficient supply. The team will also review the fiscal implications of parking provision both as part of proposed developments or independently.

TASK 4.9: ECONOMIC DEVELOPMENT STRATEGY

The TPUDC team, with support from the Eisen Group, will generate a targeted economic development strategy that supports the Master Plan, transforming the analysis of market potentials into a clear set of financial incentives and other concrete strategies that will drive both public and private sector investment.

The Team will look closely at the real estate economics affecting infill development and the generation of a diverse range of housing options (including affordable and workforce housing), office, hospitality, and institutional /recreational uses, as well as incremental supportable retail. The Eisen Group will ensure that the economic and financial implications of the Master Plan are balanced and that barriers to development are considered and mitigated.

The economic development strategy will also specifically include policies and incentives to concentrate development within the downtown (as well as surrounding) neighborhood activity centers and expand and attract green industry and artisan industrial activity. A core component of the economic development strategy will be to better link the waterfront area to the traditional downtown core along Church Street and to Champlain College and the University of Vermont.

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As part of the economic development effort, Nelson Nygaard will develop strategies for enhancing multi-modal commuting options and routes into and out of the City of Burlington to alleviate vehicular pressure on key parts of the roadway system and provide a more sustainable transportation approach for the region. This may include consideration of potential relocation of the Transportation Service Center from its current location, routes to better link separate activity centers, or other strategies.

TASK 4.10: ILLUSTRATIONS

The Team will provide a series of bird's-eye-views, street-level renderings and/or "before and after" illustrations, enabling the public to better understand the plan and provide feedback on the vision.

TASK 4.11: 3-D MODEL

The TPUDC team will work with the Client to make the distinction between the use of qualitative and qualitative modeling tools to support the planning process. In some instances, we might use Google SketchUp for quick illustrations to support concept development or massing studies. In other cases, we might use more qualitative tools such as ArcGIS 3D Analyst to measure and evaluate trade-offs between alternative development scenarios. We look forward to engaging in further conversations about creative strategies for illustrate the project in 3-dimensions.

TASK 4.12: FORM-BASED CODE

A form-based code is a critical tool for making a community's vision legal and binding, providing needed protection for municipalities, predictability for the public, and certainty for developers.

TPUDC will work with Burlington to identify the preferred type of code framework, calibrate the standards to reflect Burlington's unique character, draft custom administrative procedures, and merge the form-based code into existing regulations to ensure that the City ends up with a document that holds legal muster under state enabling laws and local challenges.

Team member Bill Wright is a co-author of the SmartCode & Manual, a model land regulatory planning, development, zoning and subdivision ordinance that enables and encourages Smart Growth development and redevelopment, and a commentary and annotated guide to the adoption, customization and implementation of the SmartCode. Bill has unparalleled expertise in analyzing existing land regulations, drafting creative and place-based standards, revising existing codes, and creating strategies for adoption and implementation. He brings to the team a unique understanding of the way in which important legal activities interface with planning.

TPUDC plans to prepare an initial draft of the Burlington Downtown and Waterfront Form-Based Code in conjunction with the planning work at the charrette. In this way, the Code can be informed by the plan as it progresses, as well as input received from community participation, discussions with staff and officials, review of existing studies, and direction from the evaluation of existing ordinances.

During the charrette, the team will also produce a draft Regulating Plan, informed by on-the-ground and

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computer-based analysis of the character areas within the City. The team will work closely with City staff to identify rational transition lines between the Form-Based Code areas and conventional zones.

The Form-Based Coding effort will include:

- Code Format: Includes identification of major components, proposed organization, and outline.
- Regulating Plan: Includes conversion of existing classifications to revised classifications that reflect desired form. The map may include areas for a Downtown District, a Riverfront District, and Traditional Neighborhood Districts.
- Directions and requirements for community plans as well as building and lot plans.
- Building form standards based on study of local form and context.
- Public space standards.
- Thoroughfare standards.
- Administrative procedures: Streamlining and improvement of procedural and administrative provisions for project submissions and approvals.
- Definitions.
- User's Guide: Illustrated guide keyed to the Code for use by the City and applicants to help clarify the administration and use of the Code.

The way in which the code is written and organized can vary greatly depending on experience and coding philosophy. TPUDC believes in finding the cleanest and most simple approach to ensure easy user interface, complimented by our expertise in crafting creative custom standards that ensure the vision is built as anticipated.

USER INTERFACE

In an effort to simplify the transition to this new type of code, TPUDC is pleased offer the City of Burlington an extensive and fully illustrated User's Guide to assist the City and applicants in using the Code. In addition, and as indicated in Phase 6, TPUDC will also offer a Staff Training to begin the process of familiarizing those administering the code with the new process.

PUBLIC PROCESS FOR CODE DEVELOPMENT

With a detailed and clearly developed master plan in place, a Form-Based Code should be wrapped around that vision, with few questions remaining with regard to the desired form and character desired by the community.

To preserve the intent of the master plan generated through the intensive public design charrette, public engagement during the post-charrette code drafting phase will be minimal to ensure that the goals of the collective vision are not compromised by the voices of an outspoken few. The public process will resume in earnest after the final draft code has been completed. At that time, the Team will return to Burlington to present the final draft code and kick off a public process focused on education, testing the code against site specific realities, and ensuring that the development potential of every land owner is preserved and enhanced to avoid political or legal implications.

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As opposed to hearings, TPUDC recommends conducting workshops and open houses where land owners can sit down with the team and ask specific questions about how the regulatory changes will affect their property.

Because coding is a highly technical process, and based on scenarios where coding has been done as a committee-based exercise to the detriment of the community vision, TPUDC strongly recommends the above approach.

TASK 4.13 – CLIENT MEETING #4

On the final day of the charrette, following the closing presentation, the principals of TPUDC will meet with the Client to debrief on the charrette week, receive feedback on the Master Plan, and reconfirm the schedule for the last phases of work.

TASK 4.14 – POLICY-MAKER BRIEFING #2

The Team, in partnership with City staff, will attend an informal joint meeting or individual meetings with the City Council and Planning Commission to discuss the outcome of the charrette.

Deliverables for Phase 4.0:

- Master Plan for Downtown & Waterfront
- Series of Building Types for Integration into FBC
- Prototypical Thoroughfare Sections for inclusion in FBC
- Thoroughfare Plan for inclusion in the Municipal Development Plan
- Parking Plan
- Economic Development Strategy
- Illustrations
- 3D Model
- Draft Regulating Plan

Interactions for Phase 4.0:

- Client Meeting #4
- Policy-Maker Briefing #2

PHASE 5.0: WORK PRODUCT REFINEMENT

TASK 5.1: SUBMIT DRAFT REPORT

Following the charrette, TPUDC will refine the work products based on feedback from the Work-In-Progress presentation and feedback from the Client.

The Team will assemble and submit to the Client one clear summary document that includes the Master Plan, supporting graphics, illustrations, analysis diagrams, implementation strategies, and all other charrette work products. Recommendations that relate to physical form will be clearly illustrated in the Master Plan and

Downtown & Waterfront Plan – Activities 2 & 3

APPENDIX A – Scope of Services

notated in the report. Policy recommendations and other critical action items generated during charrette will be broken into short, medium, and long-term recommendations for success and included as an easy to read table within in the report.

TASK 5.2: SUBMIT DRAFT FORM-BASED CODE

Code writing will continue after the charrette. The team will work closely with City staff to ensure that the technical aspects of the code reflect the needs and desires of the City of Burlington, with the goal of evaluating all coding work against the clear vision established during the charrette.

Based on a series of document review and feedback loops between the TPUDC team, City staff, and Burlington legal counsel, the Team will submit a draft Regulating Plan and Form-Based Code to the City for review.

TASK 5.3: SUBMIT FINAL REPORT

The Team will address any comments received from the City and submit to the Client a final report.

TASK 5.4: SUBMIT FINAL DRAFT FORM-BASED CODE

The team will incorporate any feedback from City staff and legal counsel and submit a final draft regulating plan and code to the City.

TASK 5.5: PUBLIC CODE WORKSHOPS

At the time of completion of the final draft regulatory plan and Form-Based Code, the TPUDC team will return to Burlington to lead a public presentation on the code and a series of workshops with key stakeholder groups to answer technical questions related to the implications of the code.

TASK 5.6: CLIENT MEETING #5

The Team will hold Client Meeting #6 to review any final anticipated changes to the FBC.

TASK 5.7: POLICY-MAKER BRIEFING #3

The Team, in partnership with City staff, will attend an joint meeting or individual meetings with the City Council and Planning Commission to discuss the Form-Based Code and lay the groundwork for final approval of the Code documents.

Deliverables for Phase 5.0:

- Draft Report
- Draft Form-Based Code
- Final Report
- Final Draft Form-Based Code

Interactions for Phase 5.0:

- Client Meeting #5

Downtown & Waterfront Plan – Activities 2 & 3

APPENDIX A – Scope of Services

- Policy-Maker Briefing #3

PHASE 6.0: CODE ADOPTION

TASK 6.1: SUBMIT FINAL FORM-BASED CODE

Based on information learned during the public code workshops and direction from the Client, TPUDC will make revisions to the regulatory plan and Form-Based Code and submit the final products to the City.

TASK 6.2: PRESENT FINAL PLAN AND CODE TO CITY COUNCIL, POLICY-MAKER BRIEFING #4

The Team will make a formal presentation of the Downtown and Waterfront Master Plan, Code and supporting documents.

TASK 6.3: STAFF TRAINING & CLIENT MEETING #6

TPUDC conducts Form-Based Code Staff Trainings across the Country and will bring this valuable resource to the City of Burlington. This training will be thorough and extensive, providing the staff with the information they need to process applications, answer questions from applicants, and generally reduce the learning curve associated with administering a new set of regulations.

Deliverables for Phase 6.0:

- Final Form-Based Code

Interactions for Phase 6.0:

- Presentation of Final Deliverables
- Policy-Maker Briefing #4
- Staff Training, Client Meeting #6

Enhanced Elements

The following optional services represent enhanced elements to the scope of services. One or more of these services could be added to the project at the request of the City.

PRE & POST CHARRETTE PAPERS

The team is able to offer a pre- and post-charrette paper that can be circulated as an insert in the local paper should the City be interested in the additional marketing.

COMPREHENSIVE PEDESTRIAN & BICYCLE PLAN

As part of the Core Elements, the TPUDC team will prepare a set of prototypical street sections, for inclusion in the Form-Based Code. A more extensive and fine-grained bicycleway and bike infrastructure plan can be developed for the City should this be of interest. This work will require bringing another consultant to the charrette and will therefore require additional funding

Downtown & Waterfront Plan – Activities 2 & 3

APPENDIX A – Scope of Services

TRAFFIC IMPACTS

Nelson Nygaard will use a variety of tools to model and measure the impacts of vehicular trips expected to be generated from new and infill mixed-use developments, including those proposed along the priority connections between the waterfront and downtown.

Moving beyond base ITE calculations, Nelson Nygaard will use its proprietary URBEMIS trip estimating software. URBEMIS has been developed to more accurately account for trip generation in urban, mixed use settings with multiple transportation options, including enhanced pedestrian and bicycle environments. Trip generation results can then be evaluated against existing or proposed intersection or roadway capacity analysis. Typically completed in Synchro, analysis can also be expanded to review implications for other non-auto modes (pedestrian, bicycle, transit) at specific locations. Mitigation, including intersection redesign can be performed as required or desired, and may even be developed using VISSIM simulations complemented by SketchUp renderings to create tools the public can readily understand.

EXPANDED WATERFRONT SITE ANALYSIS

As part of the core elements, the TPUDC team will conduct site visits and stakeholder interviews during the charrette and use that information to generate the Waterfront Plan. The team would be happy to conduct a more thorough pre-charrette assessment involving more rigorous site analysis and additional stakeholder meetings/interviews as part of an enhanced scope.

PHOTO-SIMULATIONS & ENHANCED 3-D MODELS

Should the City be interested in photosimulations or more sophisticated computer-generated 3-D models, TPUDC is able to provide these services as part of the Enhanced scope.

UNIVERSAL DESIGN COMPLIANCE

TPUDC recognizes that the City of Burlington contains a high concentration of special needs housing. This combined with our general philosophy that urban spaces should be accessible to all people has led us to reach out to the Institute for Human Centered Design. Should the City be interested, this Boston-based organization will join our team to engage in a review of the master planning work for accessibility compliance and universal design for infill, civic landscapes, transportation, and the urban realm.

Department of Planning and Zoning

149 Church Street
Burlington, VT 05401
Telephone: (802) 865-7188
(802) 865-7195 (FAX)
(802) 865-7142 (TTY)
www.ci.burlington.vt.us

David E White, AICP, Director
Ken Lerner, Zoning Administrator
Sandrine Thibault, AICP, Comprehensive Planner
Jay Appleton, GIS Manager/Planner
Scott Gustin, AICP, Senior Planner
Mary O'Neil, AICP, Senior Planner
Nic Anderson, Planning & Zoning Clerk
Elsie Tillotson, Administrative Assistant



MEMORANDUM

TO: City Council
FROM: Sandrine Thibault, AICP, Comprehensive Planner
DATE: Thursday, October 31, 2013
RE: Contract Amendment: planBTV-Downtown & Waterfront Plan – Town Planning and Urban Design Collaborative (TPUDC)

This comes as a request for authorization to amend a contract for professional planning and urban design services between the City and the Town Planning and Urban Design Collaborative (TPUDC) originally entered into on the 19th of September 2011. TPUDC is the consultant team working with the City in developing **planBTV: Downtown and Waterfront Master Plan** and the form-based code for the study area.

Because the original contract was in excess of \$100,000, approval of the amendment is required from the Board of Finance and the City Council. The Board of Finance reviewed and unanimously approved this amendment request at their meeting on 28 October 2013.

We are requesting an amendment of the original contract to:

- Expand Tasks 5.4 and 6.1 of the existing scope of work to include the creation of additional illustrations for the Form-Based Code currently under development, as well as the preparation of a stand-alone document ready for future adoption.
- Amend the Maximum limiting amount from the original amount of one hundred and seventy-five thousand dollars (\$175,000) to one hundred and ninety-five thousand dollars (\$195,000).
- Extend the time schedule for the performance of the work to run until April 30, 2014 so that the Form-Based Code may be completed. This time extension is a result of in depth public engagement process during the development of planBTV, which created unforeseen delays for the project.

Funding for this contract extension is already included in our approved FY 2014 budget for this project; therefore we are not requesting any additional funding at this time.

Thank you for your consideration. Please feel free to contact us should you have any questions.



AUTHORIZATION TO AMEND CHAMPLAIN PARKWAY
DESIGN CONTRACT WITH CLOUGH, HARBOR & ASSOCIATES, LLP

In the year Two Thousand Thirteen.....

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

That WHEREAS, the City entered into an Agreement for Consulting Engineering Services with Clough, Harbor & Associates LLP (“CHA”) for the engineering and design of the Southern Connector, now known as the Champlain Parkway, on October 14, 1999, for a contract amount of \$1,421,581.01; and

WHEREAS, Amendment No. 1 to the Agreement for Consultant Engineering Services was executed on May 9, 2003, establishing a total contract amount of \$3,600,006.27 for work performed through October 2006; and

WHEREAS, Amendment No. 2 to the Agreement for Consultant Engineering Services was executed on November 18, 2010, establishing a total contract amount of \$5,763,063.18; and

WHEREAS, Amendment No. 3 to the Agreement for Consultant Engineering Services was executed on November 30, 2012, establishing a total contract amount of \$5,947,750.69; and

WHEREAS, Amendment No. 4 to the Agreement for Consultant Engineering Services was executed on June 5, 2013, establishing a total contract amount of \$6,181,750.69; and

WHEREAS, the funding ratio for the Champlain Parkway is 95% Federal, 3% State and 2% Local, whereby the City entered into a Cooperative Agreement with the State of Vermont Agency of Transportation to cover Champlain Parkway costs per the above referenced ratio; and

WHEREAS, the Champlain Parkway project currently has a Maximum Limiting Amount of \$8,250,000.00 for the project; and

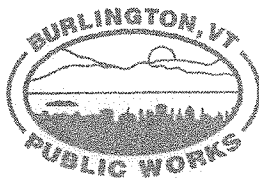
WHEREAS, in an effort to maximize the use of existing funds and keep CHA under contract and working to advance this project, the City has proposed Amendment No. 5 to the Agreement for Consultant Engineering Services Contract, whereby the existing contract will be increased by \$606,766.73, which will bring the revised total contract amount with CHA to \$6,788,517.42; and

WHEREAS, the Finance Board reviewed and approved and recommended approval by the City Council for Amendment No. 5 to the Agreement for Consultant Engineering Services on October 28, 2013;

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AUTHORIZATION TO AMEND CHAMPLAIN
PARKWAY DESIGN CONTRACT WITH CLOUGH,
HARBOR & ASSOCIATES, LLP

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes Public Works
Director Chapin Spencer, or his designee, to execute Amendment No. 5 to the Agreement for Consultant
Engineering Services between the City of Burlington and CHA for an amendment amount of
\$606,766.73, bringing the total contract amount to \$6,788,517.42, subject to the prior review and approval
of the City Attorney.



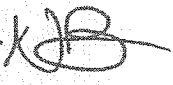
**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

645 Pine Street
Post Office Box 849
Burlington, Vermont 05402-0849
802.863.9094 VOX
802.863.0466 FAX
802.863.0450 TTY

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

Norman Baldwin, P.E.
CITY ENGINEER

TO: Burlington City Council

FROM: Norman Baldwin, P.E. 
City Engineer

DATE: October 30, 2013

RE: Champlain Parkway Design Contract Amendment with Clough Harbor & Associates

As city staff managing the Champlain Parkway Project we acknowledge the importance of having design contracts stay within the Maximum Limiting Amounts authorized under the associated Cooperative Agreement between the City of Burlington and the Vermont Agency of Transportation.

We are currently coming to the City Council Finance Board and City Council for authorization to amend the existing design contract with Clough Harbor & Associates (CHA). This design amendment will keep the current Act 250 efforts moving forward, and advance the preliminary design of the C-6 section (Pine Street) and the Right-of-Way work required for the C-1 and C-2 Sections (Interstate 189 to Lakeside Avenue) of the project.

We are nearing the end of the current contract amount with CHA, and in order to completely utilize the funds authorized within the current Champlain Parkway Cooperative Agreement Amendment No. 4, a design contract amendment is needed. It is our hope the City Council Finance Board and City Council will continue its support for this project. The Champlain Parkway is funded with 95% Federal Funds, 3% State Funds, and a 2% local match obligation.

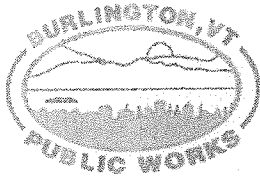
We are seeking authorization from the City Council Finance Board and City Council to allow Director of Public Works Chapin Spencer, or his designee, to execute a contract amendment with CHA. Background information follows:

- CHA serves as our design consultant for the Champlain Parkway Project. Our design contract with CHA was originally issued on October 14, 1999 in the amount of \$1,221,581.01. Since that time, a series of contract amendments have been issued to CHA and we are currently working from Amendment No. 4 which was executed on November 30, 2012, and brought the total contract amount with CHA to \$6,181,749.99. We are close to having exhausted contract Amendment No. 4 with CHA.
- The proposed Amendment No. 5 with CHA will increase the current contract amount by \$606,766.73, from \$6,181,750.69 to \$6,788,517.42.
- In order to continue to advance this project, we are seeking City Council Finance Board and City Council approval to authorize Director of Public Works Chapin Spencer, or his designee, to execute Contract Amendment No. 5 with CHA.

I am attaching the following documents for your information:

1. CHA Amendment No. 5, dated September 23, 2013, for approval and signature.
2. Request and signed CHA Amendment No. 4, dated, June 5, 2013.
3. Request and signed CHA Amendment No. 3, dated November 30, 2012.
4. Request and signed CHA Amendment No. 2, dated November 18, 2010.
5. Request and signed CHA Amendment No. 1, dated May 9, 2003.
6. Original signed CHA agreement, dated October 14, 1999.

Please feel free to call me if you have any questions. I intend on being at the meeting to answer any questions you may have.



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

645 Pine Street
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802.863.0466 FAX
802.863.0450 TTY

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

Norman Baldwin, P.E.
CITY ENGINEER

TO: Burlington City Council Finance Board

FROM: Norman Baldwin, P.E. NB
City Engineer

DATE: October 24, 2013

RE: Champlain Parkway Design Contract Amendment with Clough Harbor & Associates

As city staff managing the Champlain Parkway Project we acknowledge the importance of having design contracts stay within the Maximum Limiting Amounts authorized under the associated Cooperative Agreement between the City of Burlington and the Vermont Agency of Transportation.

We are currently coming to the City Council Finance Board and City Council for authorization to amend the existing design contract with Clough Harbor & Associates (CHA). This design amendment will keep the current Act 250 efforts moving forward, and advance the preliminary design of the C-6 section (Pine Street) and the Right-of-Way work required for the C-1 and C-2 Sections (Interstate 189 to Lakeside Avenue) of the project.

We are nearing the end of the current contract amount with CHA, and in order to completely utilize the funds authorized within the current Champlain Parkway Cooperative Agreement Amendment No. 4, a design contract amendment is needed. It is our hope the City Council Finance Board and City Council will continue its support for this project. The Champlain Parkway is funded with 95% Federal Funds, 3% State Funds, and a 2% local match obligation.

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606, The Co

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- In order to continue to advance this project, we are seeking City Council Finance Board and City Council approval to authorize Director of Public Works Chapin Spencer, or his designee, to execute Contract Amendment No. 5 with CHA.

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5. Request and signed CHA Amendment No. 1, dated May 9, 2003.
6. Original signed CHA agreement, dated October 14, 1999.

Please feel free to call me if you have any questions. I intend on being at the meeting to answer any questions you may have.



September 24, 2013

Norman Baldwin, P.E.
City Engineer and Surveyor
City of Burlington
Department of Public Works
645 Pine Street, Suite A
Burlington, VT 05402

Re: Champlain Parkway; Southern Connector MEGC – M5000 (1); CHA File: 8659

Dear Mr. Baldwin:

By way of this letter, we are requesting Amendment No. 5 to our agreement to continue to provide engineering services under the above-referenced project by and between the City of Burlington DPW and Clough Harbour & Associates LLP (CHA). As requested, we have revised the contract total for this amendment request to provide continued engineering support to the City of Burlington DPW related to:

- Act 250 Appeals in the State of Vermont Superior Court
- Coordination Committee Meetings
- Advancement of Section C/6 Preliminary Plans

As requested, we have developed a task which will allow us to continue to support the City in their efforts to advance the project. To support our request, we have included an itemized narrative for this task based upon our understanding of the work to be completed.

This Amendment No. 5 request is comprised of additional compensation of \$476,575.44 for CHA; and \$75,000 for Stantec and \$55,191.29 for Vermont Survey and Engineering, Inc. This proposal will increase the Maximum Limiting Amount for the Agreement from \$6,181,750.69 to \$6,788,517.42.

Additional amendment requests will be necessary to complete the design and permitting phase of the project and for engineering support during construction.

We are available at your request to answer any questions that you may have or to provide additional information which you may require.

Sincerely,

A handwritten signature in dark ink, appearing to read "Dale E. Gozalkowski". The signature is fluid and cursive, with a distinct loop at the end.

Dale E. Gozalkowski, P.E.
Project Manager

DEG/dcc

Enclosures

U:\8659\PROJ\Amendment 5\Amendment 5 Letter 092413.doc

TASK I: CONTINUED PROJECT DEVELOPMENT

1. Commentary

As requested, this task covers the estimated costs associated with the advancement of the project through the MLA of the Cooperative Agreement between the City of Burlington and the State of Vermont for the Champlain Parkway.

Based on the recent appeals in the State of Vermont Superior Court regarding the decision of the District Environmental Commission, the Act 250 proceedings have not concluded at the time of this amendment request. The estimated costs associated with this task are based on the project's design as presented in the April 2011 Land Use Application and do not account for the additional design associated with the conditions or design elements incorporated into the project as a result of the Land Use Permit, decisions of the District Environmental Commission, decisions of the State of Vermont Superior Court or any other litigation brought against the City as a result of the project.

Based on the latest project developments and City directives, CHA anticipates that the project team will continue to be involved in the Act 250 permitting process for several months. CHA assumes that the conclusion of the Act 250 process will provide a clear and final directive regarding the project's design features, limits and impacts. This would include providing engineering support during any additional negotiations and testimony required for pending State of Vermont Superior Court proceedings to issue the Land Use Permit for the Champlain Parkway.

CHA also anticipates continued involvement to conduct effective monthly project meetings with representatives of the City, VTrans and FHWA.

CHA anticipates the advancement of Section C/6 Preliminary Plans would occur during this time.

2. Estimated Costs

See "Champlain Parkway Amendment #5" Spreadsheet

Total Direct Labor	\$166,826.42
Overhead Cost @ 155.00%	\$258,580.95
Fixed Fee	\$51,048.88
Direct Costs	\$119.19
Subconsultants	<u>\$130,191.29</u>
TOTAL	\$606,766.73

ARKWAY

it #5

1, 2013

Subconsultants						
tantec	VSE	WAC	R. Watts	RSG	UMF	Total
,225,018.95	\$ 252,573.51	\$ 78,468.00	\$ 7,206.75	\$ 88,927.72	\$ 35,801.18	\$ 5,863,270.76
2,136.66	\$ 6,117.14	\$ -	\$ -	\$ -	\$ -	\$ 49,200.60
8,140.35	\$ 3,483.96	\$ -	\$ -	\$ -	\$ -	\$ 79,864.03
7,579.94	\$ 2,917.24	\$ -	\$ -	\$ -	\$ -	\$ 34,368.16
2,408.19	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,337.07
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,068.03
20,265.14	\$ 12,518.34	\$ -	\$ -	\$ -	\$ -	\$ 239,837.89
245,284.09	\$ 265,091.85	\$ 78,468.00	\$ 7,206.75	\$ 88,927.72	\$ 35,801.18	\$ 6,103,108.65
245,284.09	\$ 265,091.85	\$ 78,468.00	\$ 7,206.75	\$ 88,927.72	\$ 35,801.18	\$ 6,103,108.65
295,200.00	\$ 273,008.94	\$ 78,468.00	\$ 16,881.41	\$ 88,927.72	\$ 38,142.61	\$ 6,181,750.69
49,915.91	\$ 7,917.09	\$ -	\$ 9,674.66	\$ -	\$ 2,341.43	\$ 78,642.04
75,000.00	\$ 55,191.29	\$ -	\$ -	\$ -	\$ -	\$ 606,766.73
370,200.00	\$ 328,200.23	\$ 78,468.00	\$ 16,881.41	\$ 88,927.72	\$ 38,142.61	\$ 6,788,517.42

Vermont Survey and Engineering, Inc.
Southern Connector/Champlain Parkway MEGC-M5000(1)
September 24, 2013

I. Section C/6 Topographical Updates and Field Edits

1. Commentary

Development along Pine Street subsequent to the original aerial mapping has necessitated numerous topographic surveys to update the project base mapping. These survey updates include: updates on Lakeside Ave., Locust St, Howard St., Marble Ave., Pine Pl., and Kilburn St.; Cumberland Farms update; New Specialty Filaments update; Champlain College site on Lakeside Ave; Pine Street due to resurfacing; and miscellaneous mapping field edits along Pine Street. In addition to these surveys already performed, we anticipate the need for several additional updates at those properties adjacent to the project where improvements have already been built or will be created over the next 12 months. These tasks were not part of the original scope of work, nor were they addressed in previous amendments, and we consider this to be extra work.

2. Manhour Estimate

TASK	Party Chief	Inst. Operator	R/C	CADD Operator	TOTAL
Section C/6 Topographical Updates and Field Edits	160	160	160	60	540
TOTAL	160	160	160	60	540

3. Estimated Cost

DIRECT LABOR				
CLASSIFICATION	MANHOURS	HOURLY RATE	TOTAL	
Party Chief	160	\$29.00	\$4,640.00	
Instrument Operator	160	\$25.00	\$4,000.00	
Rodman/Chainman	160	\$18.00	\$2,880.00	
CADD Operator	60	\$29.00	\$1,740.00	
Total Direct Labor				\$13,260.00
Overhead @ 107.29%				\$14,226.65
Fixed Fee				\$2,748.67
DIRECT COSTS				
EXPENSE	AMOUNT	RATE	TOTAL	
Mileage	1400 mi.	\$0.565	\$791.00	
Total Direct Costs				\$791.00
TOTAL				\$31,026.32

II. Sections C/1 & C/2 Topographical Updates and Field Edits

1. Commentary

Topographic survey updates and field edits will be required on both Sections C/1 and C/2. It is anticipated that additional survey will be needed in the Englesby Ravine area, along a portion of I-189, and on those properties adjacent to the project that require topographic updates or field edits due to improvements already built or created over the next 12 months. These tasks were not part of the original scope of work, nor were they addressed in previous amendments, and we consider this to be extra work.

2. Manhour Estimate

TASK	Party Chief	Inst. Operator	R/C	CADD Operator	TOTAL
Sections C/1 & C/2 Topographical Updates and Field Edits	80	80	80	30	270
TOTAL	80	80	80	30	270

3. Estimated Cost

DIRECT LABOR				
CLASSIFICATION	MANHOURS	HOURLY RATE	TOTAL	
Party Chief	80	\$29.00	\$2,320.00	
Instrument Operator	80	\$25.00	\$2,000.00	
Rodman/Chainman	80	\$18.00	\$1,440.00	
CADD Operator	30	\$29.00	\$870.00	
Total Direct Labor				\$6,630.00
Overhead @ 107.29%				\$7,113.33
Fixed Fee				\$1,374.33
DIRECT COSTS				
EXPENSE	AMOUNT	RATE	TOTAL	
Mileage	700 mi.	\$0.565	\$395.50	
Total Direct Costs				\$395.50
TOTAL				\$15,513.16

III. Sections C/1 & C/2 ROW Plans

1. Commentary

Sections C/1 and C/2 Supplemental ROW Plans were completed in August 2006 by VSE, but the rights to be acquired under this plan set were never formalized with legal documents. With the passage of time, the proposed rights to be acquired and the affected property owners will need to be updated. There are 26 parcels affected by these sections of the project, and we anticipate the need to update title on these parcels once in the next 12 months. Our original scope indicated that the preparation of legal documents related to the acquisition of rights for this project would be completed by others, but we now believe that this task would be best accomplished by VSE.

2. Manhour Estimate

TASK	ROW Agent	CADD Operator	TOTAL
Sections C/1 & C/2 Title Update	26	0	26
Sections C/1 & C/2 ROW Plan Revisions	20	40	60
Sections C/1 & C/2 Legal Document Preparation	20	20	40
TOTAL	66	60	126

3. Estimated Cost

DIRECT LABOR				
CLASSIFICATION	MANHOURS	HOURLY RATE	TOTAL	
ROW Agent	66	\$30.00	\$1,980.00	
CADD Operator	60	\$29.00	\$1,740.00	
Total Direct Labor				\$3,720.00
Overhead @ 107.29%				\$3,991.19
Fixed Fee				\$771.12
DIRECT COSTS				
EXPENSE	AMOUNT	RATE	TOTAL	
Mileage	300 mi.	\$0.565	\$169.50	
Total Direct Costs				\$169.50
TOTAL				\$8,651.81

To:	Dale Gozalkowski	From:	Jack Myers
	Clough Harbour & Associates		South Burlington, Vermont
File:	195110058	Date:	October 23, 2013

Reference: Champlain Parkway Amendment Request

Proposed Scope of Work

Assume an approximate duration of 12 months through October of 2014

- Provide continued support during the ACT 250/Environmental Court appeals process
- C6 Drainage Design/Improvements – Preliminary Plan Development
- C6 Landscaping – Preliminary Plan Development
- Coordination Meetings

STANTEC CONSULTING SERVICES INC.

Jack Myers
Associate
Phone: (802) 497-6418
Fax: 802-864-0165
jack.myers@stantec.com

Attachment: Fee Derivation



**Champlain Parkway
Amendment Request
Task Hour and Cost Breakdown
Derivation of Fee**

Tasks	PM	PE	LA	CT	Total Hours
1 Continued ACT 250 Support	60	10	20	20	110
2 C-6 Preliminary Plans	42	120	40	100	302
3 Meetings and Review	60	20	20	0	100
4 Special Conditions (assume 2)	20	40	10	40	110
5 Quantities	16	40	10	60	126
Total Hours	198	230	100	220	748

0

Direct Labor Cost				
Project Manager (PM)	198	Hrs@	\$44.00	\$8,712.00
Project Engineer (PE)	230	Hrs@	\$32.00	\$7,360.00
Landscape Architect (LA)	100	Hrs@	\$40.00	\$4,000.00
CADD Technician (CT)	220	Hrs@	\$28.00	\$6,160.00
Total Direct				\$26,232.00
Indirect Labor Cost	1.55			\$40,660.00
Other Direct Costs				
Reimbursable Expenses				
Travel		0 Miles	\$0.00	
Miscellaneous			\$78.00	
				\$78.00
Fixed Fee/Profit	0.12			\$8,030.00
			Total Final Design Fee	\$75,000.00

BREAKDOWN OF
AMENDMENT NO. 5

Consultant: Clough, Harbour & Associates LLP

Contract No.: E86-218200

Project Name: Southern Connector/Champlain Parkway

Project Number: MEGC-M5000(1)

Last State Audit

Submittal Year 2012

Date 9/24/13

Work Item	Direct Labor	Overhead	Fixed Fee	Direct Costs	Subconsultants	TOTAL
Task I	\$166,826.42	\$258,580.95	\$51,048.88	\$119.19	\$130,191.29	\$606,766.73
TOTAL	\$166,826.42	\$258,580.95	\$51,048.88	\$119.19	\$130,191.29	\$606,766.73

BREAKDOWN OF
AMENDMENT NO. 5

Consultant: Clough, Harbour & Associates LLP

Contract No.: E86-218200

Project Name: Southern Connector/Champlain Parkway

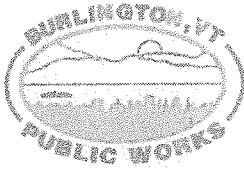
Project Number: MEGC-M5000(1)

Last State Audit

Submittal Year 2012

Date 9/24/13

Prime Consultant	Previous Contract Amount	Amendment No. 5	TOTAL NEW CONTRACT
Direct Labor	\$1,509,772.00	\$166,826.42	\$1,676,598.42
Overhead	2,333,775.26	258,580.95	2,592,356.21
Fixed Fee	350,459.75	51,048.88	401,508.63
Direct Expenses	197,115.00	119.19	197,234.19
SUBTOTAL	\$4,391,122.01	\$476,575.44	\$4,867,697.45
Subconsultant			
Stantec Consulting Services, Inc.	\$1,295,200.00	\$75,000.00	\$1,370,200.00
Vermont Survey and Engineering, Inc.	273,008.94	55,191.29	328,200.23
Werner Archaeological Consulting	78,468.00	0.00	78,468.00
Richard A. Watts, Inc.	16,881.41	0.00	16,881.41
Resource Systems Group	88,927.72	0.00	88,927.72
University of Maine at Farmington	38,142.61	0.00	38,142.61
SUBTOTAL	\$1,790,628.68	\$130,191.29	\$1,920,819.97
TOTAL	\$6,181,750.69	\$606,766.73	\$6,788,517.42



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

645 Pine Street
Post Office Box 849
Burlington, Vermont 05402-0849
802.863.9094 VOX
802.863.0466 FAX
802.863.0450 TTY

Steven Goodkind, P.E.
DIRECTOR OF PUBLIC WORKS
CITY ENGINEER

Norman J. Baldwin, P.E.
ASSISTANT DIRECTOR OF PUBLIC WORKS

May 9, 2013

TO: Burlington City Council Finance Board

FROM: Norman Baldwin, P.E. *NB*
Assistant Director-Technical Services

RE: Champlain Parkway Design and Legal Services Contract Amendments

As city staff managing the Champlain Parkway Project we acknowledge the importance of having design and legal services contracts for this and other projects to stay within the Maximum Limiting Amounts authorized under its associated cooperative agreement.

Given we have nearly exhausted the funds authorized within the Champlain Parkway Cooperative Agreement Amendment #3. As described in our other Memorandum we have sought to gain the councils authorization to accept and execute the Champlain Parkway Cooperative Agreement Amendment #4. It is our hope that the Finance Board and Burlington City Council will continue its support for this project. The Champlain Parkway is funded through use of Federal, State and local funds. The Champlain Parkway is funded with 95% Federal Funds, 3% State Funds, a 2% local match obligation.

As a result of keeping our design and legal services contracts within the limits of our Cooperative Agreements, we coincidentally have exhausted and Design Contract and Legal Services Contract in support of this project. As a result, in addition to seeking the Finance Board and Burlington City Council authorization to accept and execute the Cooperative Agreement Amendment #4 with the State of Vermont. We are concurrently seeking authorization from the Finance Board and City Council's authorization to allow Director Steven Goodkind to execute contract amendment extension to:

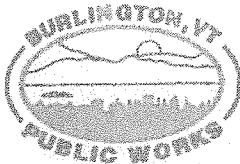
- Clough Harbor and Associates, (CHA) who serves as our design consultant for the Champlain Parkway. Our design contract with CHA was originally issued on October 14, 1999 in the amount of 1,221,581.01. Since that time, a series contract amendments have been issued to CHA and we are currently working from Amendment #3 for an additional \$185,000 was executed November 30, 2012 bringing the total contract amount to \$5,947,750.69. We have exhausted contract Amendment #3 with CHA.

In order to continue to advance this project, we are seeking the Finance Boards approval to authorize Director Steven Goodkind to execute Contract Amendment #4 with CHA. Contract Amendment #4 seeks to extend the current contract an additional \$234,000 bringing the Total Contract with CHA under Amendment #4 to \$ 6,181,750.69. Additionally,

- Sherns Dunkiel Saunders provides specialized Legal Professional Services Contract in Support of the Act 250 Appeal Hearing Proceedings associated with the Champlain Parkway. We are seeking authorization to provisions and \$145,000 in funds to support the continued expenses that would be assumed under the Sherns Dunkiel Representation and Retainer Agreement.

For your benefit I am attaching the contract documents and some of the previous correspondence provided to the Finance Board from previous discussions and approvals.

Please feel free to call me if you have any questions. I intend on being at the meeting to answer any questions you may have.



CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS

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Steven Goodkind, P.E.
DIRECTOR OF PUBLIC WORKS
CITY ENGINEER

Norman J. Baldwin, P.E.
ASSISTANT DIRECTOR OF PUBLIC WORKS

June 5, 2013

Dale E. Gozalkowski, P.E.
Clough Harbor and Associates, LLP
111 Winners Circle
P.O. Box 5289
Albany, NY 12205-0269

Re: Amendment # 4 to Contract #E86-218200

Dear Mr. Gozalkowski:

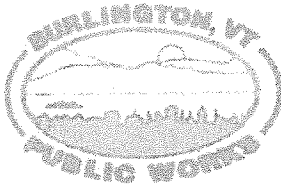
In accordance with Page 11 of the Agreement for Consulting Engineering Services dated October 14, 1999, the City of Burlington hereby authorizes Clough Harbor and Associates, LLP to proceed with the work detailed in the amendment dated May 9, 2013. This amendment makes the new contract amount \$6,181,750.69.

In addition, the parties acknowledge and agree that in accordance with Page 5 (Section 4 - Compliance with Laws) of the Agreement for Consulting Engineering Services dated October 14, 1999, the Consultant (Clough Harbor and Associates, LLP) has agreed to comply with all applicable federal, state and local laws; that this includes but not is limited to the City of Burlington's Livable Wage Ordinance, Outsourcing Ordinance, and Union Deterrence Ordinance; and that as a condition of this amendment, the Consultant shall submit the written certifications required by the ordinances attesting to compliance.

Please sign below as required and return the original to our office at the above address.

CLOUGH HARBOR AND ASSOCIATES, LLP	
By:	<i>William S. Russell</i>
Title:	<i>Executive Vice President</i>
CITY OF BURLINGTON, VERMONT	

By:	<i>Alan Gailil</i>
Title:	DEU DIRECTOR



City of Burlington
Department of Public Works

Office of The City Engineer
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www.dpw.ci.burlington.vt.us

Steven Goodkind, P.E.
DIRECTOR OF PUBLIC WORKS
City Engineer

November 30, 2012

Dale E. Gozalkowski, P.E.
Clough Harbour and Associates, LLP
111 Winners Circle
P.O. Box 5269
Albany, NY 12205-0269

Re: Amendment #3 to Contract #E36-218200

Dear Mr. Gozalkowski:

In accordance with Page 11 of the Agreement for Consultant Engineering Services dated October 14, 1999, the City of Burlington hereby authorizes Clough Harbour and Associates, LLP to proceed with the work detailed in the amendment dated September 21, 2012. This amendment makes the new contract amount \$5,947,750.69.

Please sign below as required and return the original to our office at the above address.

CLOUGH HARBOUR & ASSOCIATES, LLP

BY: Rocky A. Buzza

TITLE: Partner

CITY OF BURLINGTON, VERMONT

BY: John J. Bell

TITLE: DRW DR

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December 20, 2011
Revised May 21, 2012
Revised June 28, 2012
Revised September 21, 2012

Norman Baldwin, P.E.
City of Burlington
Department of Public Works
645 Pine Street, Suite A
Burlington, VT 05402

Re: Champlain Parkway; Southern Connector MEGC - MS000 (1); CHA File: 8659

Dear Mr. Baldwin:

By way of this letter, we are requesting a revision to Amendment No. 2 to our agreement to continue to provide engineering services under the above-referenced project by and between the City of Burlington DPW and Clough Harbour & Associates LLP (CHA). As requested, we have revised the contract total for this amendment request to provide continued engineering support to the City of Burlington DPW related to:

- Act 250
- Coordination Committee Meetings

As requested, we have revised the previously developed task which will allow us to continue to support the City in their efforts to advance the project. To support our request, we have included an itemized narrative for this task based upon our understanding of the work to be completed.

This revised Amendment No. 2 request is comprised of additional compensation of \$184,687.51 for CHA. This proposal will increase the Maximum Limiting Amount for the Agreement from \$5,763,063.18 to \$5,947,750.69.

Additional amendment requests will be necessary to complete the design and permitting phase of the project and for engineering support during construction.

We are available at your request to answer any questions that you may have or to provide additional information which you may require.

Sincerely,

Dale E. Gozalkowski, P.E.
Project Manager

DEG/dcc
Enclosures

UNCLASSIFIED/For Official Use Only/Revised September 2012/Revised Amendment 2 Letter 092112.doc

TASK I: CONTINUED PROJECT DEVELOPMENT

1. Commentary

As requested, this task covers the estimated costs associated with the advancement of the project through the MLA of the Cooperative Agreement between the City of Burlington and the State of Vermont for the Champlain Parkway.

Based on the recent appeals to the Environmental Court regarding the decision of the District Environmental Commission, the Act 250 proceedings have not concluded at the time of this amendment request. The estimated costs associated with this task are based on the project's design as presented in the April 2011 Land Use Application and do not account for the additional design associated with the conditions or design elements incorporated into the project as a result of the Land Use Permit, decisions of the District Environmental Commission, decisions of the Environmental Court or any other litigation brought against the City by the railroad or any other party.

Based on the latest project developments and City directives, CHA anticipates that the project team will continue to be involved in the Act 250 permitting process for several months. CHA assumes that the conclusion of the Act 250 process will provide a clear and final directive regarding the project's design features, limits and impacts. This would include providing engineering support during any additional negotiations and testimony required for the District Environmental Commission to issue the Land Use Permit for the Champlain Parkway.

CHA also anticipates continued involvement to conduct effective project meetings.

2. Estimated Costs

See "Champlain Parkway Revised Amendment No. 2" Spreadsheet

Total Direct Labor	\$65,975.66
Overhead Cost @ 149.94%	\$98,923.90
Fixed Fee	\$19,787.95
Direct Costs	\$0.00
Subconsultants	\$0.00
TOTAL	\$184,687.51

CHAMPLAIN PARKWAY
Revised Amendment #2
September 21, 2012

Fixed Fee	Direct Expenses	Subcomponents					Total	
		Stamatic	VSE	WAG	R. Waite	RSG	UMF	Total
\$ 225,000.06	\$ 140,358.23	\$ 958,428.93	\$ 238,522.32	\$ 78,468.00	\$ 7,206.75	\$ 88,927.72	\$ 35,801.18	\$ 4,885,852.83
\$ 2,247.78	\$ 150.69	\$ 17,863.99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,983.94
\$ 3,882.76	\$ 165.23	\$ 14,505.55	\$ 5,030.72	\$ -	\$ -	\$ -	\$ -	\$ 58,687.30
\$ 3,629.20	\$ 1,943.80	\$ 25,191.14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 61,007.47
\$ 2,926.59	\$ 324.57	\$ 13,253.20	\$ 1,943.82	\$ -	\$ -	\$ -	\$ -	\$ 42,388.57
\$ 3,160.76	\$ 493.61	\$ 17,272.31	\$ 785.46	\$ -	\$ -	\$ -	\$ -	\$ 48,051.79
\$ 5,927.05	\$ 355.71	\$ 25,983.36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 81,673.80
\$ 3,073.18	\$ 160.22	\$ 13,850.46	\$ 2,933.33	\$ -	\$ -	\$ -	\$ -	\$ 48,587.05
\$ 3,419.16	\$ 165.89	\$ 10,827.85	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,305.90
\$ 4,685.10	\$ 157.11	\$ 5,470.59	\$ 686.88	\$ -	\$ -	\$ -	\$ -	\$ 50,822.32
\$ 4,472.00	\$ -	\$ 2,291.43	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 44,030.10
\$ 1,672.20	\$ 162.85	\$ 1,634.61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,404.48
\$ 3,682.56	\$ 201.25	\$ 5,075.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,647.37
\$ 2,168.80	\$ 184.80	\$ 20,178.69	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,985.62
\$ 2,258.06	\$ 617.77	\$ 8,844.68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,718.03
\$ 3,062.93	\$ 407.38	\$ 5,674.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,689.97
\$ 1,727.01	\$ 3.71	\$ 2,985.58	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,167.88
\$ 2,772.20	\$ 617.18	\$ 5,604.39	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,885.47
\$ 3,850.63	\$ 1,175.82	\$ 5,289.83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,414.86
\$ 4,088.82	\$ 15.17	\$ 3,529.81	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,907.86
\$ 2,835.53	\$ 678.50	\$ 3,631.98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,988.77
\$ 2,010.19	\$ 259.16	\$ 1,994.89	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,005.88
\$ 721.87	\$ 235.56	\$ 5,837.91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,887.87
\$ 600.29	\$ 180.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,828.83
\$ 1,870.12	\$ 327.65	\$ 2,534.49	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,316.82
\$ 2,627.82	\$ 163.20	\$ 15,115.26	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,894.78
\$ 1,978.92	\$ 3.09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,484.26
\$ 1,788.70	\$ 188.54	\$ 5,927.72	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,886.76
\$ -	\$ -	\$ 5,928.98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,928.98
\$ 563.21	\$ 172.05	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,428.74
\$ 77,780.54	\$ 9,686.98	\$ 247,139.40	\$ 11,330.31	\$ -	\$ -	\$ -	\$ -	\$ 984,282.81
\$ 312,850.30	\$ 149,945.22	\$ 1,206,568.33	\$ 239,852.63	\$ 78,468.00	\$ 7,206.75	\$ 88,927.72	\$ 35,801.18	\$ 5,649,755.45

Shields, James

From: Norm Baldwin <nbaldwin@ci.burlington.vt.us>
Sent: Wednesday, September 19, 2012 12:24 PM
To: Gozalkowski, Dale
Cc: Shields, James; David Allerton; Steve Goodkind
Subject: Champlain Parkway-Project Update 9_18_12
Attachments: Champlain Parkway-Project Update_9_18_12.pdf

Dale,

To confirm our conversation earlier today. We have been instructed to pursue a contract amendment with your consulting firm that would allow us to advance the Champlain Parkway, making full use of the funds available under the current Cooperative Agreement, Amendment #3, MLA \$6,250,000.

As you can see there is a unexpended balance within the current cooperative agreement of \$425,707.50. As we advance the project exhausting these funds, the project will be assuming expenses from three organizations.

- Clough Harbor
- Shema Dunkiel
- City of Burlington

Applying the current pace of assigning bills to this project, we anticipate from here forward until we fully exhaust the funds from Cooperative Agreement Amendment #3, iClough Harbor will have billed us an additional \$298,000. Given your current contract has a remaining balance of \$113,000. We would anticipate that we will need to seek an extension of the our current CITY of Burlington/Clough Harbor contract by extending the existing contract by an addition \$185,000.

Please let me know if there is a need for further clarification.

See attached document.

Norman J. Baldwin, P.E.
Assistant Director of Public Works
Burlington Public Works Department
645 Pine Street
Burlington, Vermont 05401

P (802) 865-5826
F (802) 863-0466
EMAIL: nbaldwin@ci.burlington.vt.us



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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Steven Goodkind, P.E.
DIRECTOR OF PUBLIC WORKS
CITY ENGINEER

Norman J. Baldwin, P.E.
ASSISTANT DIRECTOR OF PUBLIC WORKS

September 18, 2012

TO: Steven Goodkind, P.E.
Director of Public Works

FROM: Norman Baldwin, P.E. *NJB*
Assistant Director-Technical Services

RE: Champlain Parkway Update

We are currently working under the current Cooperative Agreement Amendment #3, with a Maximum Limiting Amount of \$9,250,000.00.

CHAMPLAIN PARKWAY PROJECT BUDGET STATUS (Bill to Current End to July)	
Maximum Limiting Amount (MLA)	\$ 9,250,000.00
Project Balance	\$ 5,624,262.50
Unexpended Balance	\$ 428,797.50

CURRENT PACE OF BILLING:	
VENDOR	Pace
Clough Harbor	\$38,000/month
Bharna Dunsdel	\$10,000/month
City of Burlington	\$ 5,000/month
Total	\$50,000/month

We anticipate Amendment #3 will be exhausted in 8-9 months, placing us into March-April 2013.

Clough Harbor Contract	
Contract Amount	\$ 5,783,063.10
Current Contract Balance (End July)	\$ 5,648,766.48
Unexpended Balance of Contract	\$ 113,307.72

We anticipate at the current pace Clough Harbors current contract will be exhausted in 3+ months, exhausting the contract by the end of October 2012- November 2012.

VTRANS ISSUES WITH: ISSUING AMENDMENT #4

Wayne Davis, program Manager for VTRANS is not willing to process a budget Amendment #4, until the city addresses the issues he has identified.

1. That all bills for the project need to be current within the month
2. All bills that are requiring re-submittal, be submitted.
3. My previous projections for what funds would be needed as a basis of the Amendment #4 were inadequate. Wayne is asking for the City to re-submit a more formalized and thorough examination of resource needs for the project. I have received confirmation from Wayne that he would support us putting together a cost proposal for Amendment #4 that would bring us through Final Design and Right of Way acquisition he would support the Amendment Request.

The Department of Public Works is currently working to address the issues presented to us by Wayne Davis:

ACTIONS TAKEN BY DPW TO ADDRESS VTRANS ISSUES

Billing Issues:

- All outstanding invoices have been paid and as of today we will have submitted all our outstanding invoices to VTRANS, with the exception of our rejected invoices valued at \$1,432.50.
- My advice is to write off the rejected invoices as paid and not pursue backup that cannot be found or not worth the time and effort to pursue.

Recommended and Substantiated Dollar Figure for Amendment #4

- We have reached out to our consultants at Clough Harbor and they are putting together another contract amendment that would bring us to the completion of final design drawings and acquisition of Right of Way. They will have the number for us by Friday of next week, September 21, 2012.

Proposed-Clough Harbor Contract Amendment Within MLA, Amendment #3

Clough Harbor Expenses from remaining balance of MLA	\$425,207.50X(38/50)= \$297,585.25
Clough Harbors Remaining Balance of contract	less current contract (-) \$ 113,207.72
Proposed Clough Harbor Contract Amendment within MLAS	\$184,377.53

I would propose we seek a contract amendment to Clough Harbor that is valued at \$185K.

BREAKDOWN OF
REVISED AMENDMENT NO. 2

Consultant: Clough, Harbour & Associates LLP

Contract No.: E86-218200

Project Name: Southern Connector/Champlain Parkway

Project Number: MFGC-M3000(1)

Last State Audit

Submittal Year 2011

Date 9/21/12

Work Item	Direct Labor	Overhead	Fixed Fee	Direct Costs	Subconsultants	TOTAL
Task I	\$65,975.66	\$98,923.90	\$19,787.95	\$0.00	\$0.00	\$184,687.51
TOTAL	\$65,975.66	\$98,923.90	\$19,787.95	\$0.00	\$0.00	\$184,687.51

**BREAKDOWN OF
REVISED AMENDMENT NO. 2**

Consultant: Clough, Harbour & Associates LLP

Contract No.: E86-218260

Project Name: Southern Connector/Champlain Parkway

Project Number: MEGC-M5000(1)

Last State Audit

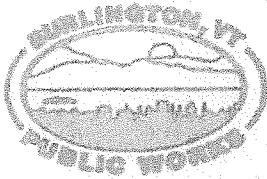
Submittal Year 2011

Date 9/21/12

Prime Consultant	Previous Contract Amount	Revised Amendment No. 2	TOTAL NEW CONTRACT
Direct Labor	\$1,383,855.34	\$65,975.66	\$1,449,831.00
Overhead	2,144,975.82	98,923.90	2,243,899.72
Fixed Fee	312,693.82	19,787.95	332,481.77
Direct Expenses	197,059.52	0.00	197,059.52
SUBTOTAL	\$4,038,584.50	\$184,687.51	\$4,223,272.01
Subconsultant			
Stantec Consulting Services, Inc.	\$1,229,050.00	\$0.00	\$1,229,050.00
Vermont Survey and Engineering, Inc.	273,008.94	0.00	273,008.94
Werner Archaeological Consulting	78,468.00	0.00	78,468.00
Richard A. Watts, Inc.	16,881.41	0.00	16,881.41
Resource Systems Group	88,927.72	0.00	88,927.72
University of Maine at Farmington	38,142.61	0.00	38,142.61
SUBTOTAL	\$1,724,478.68	\$0.00	\$1,724,478.68
TOTAL	\$5,763,063.18	\$184,687.51	\$5,947,750.69

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**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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STEVEN GOODKIND, P.E.
DIRECTOR OF PUBLIC WORKS
CITY ENGINEER

November 18, 2010

Mr. Dale Gozalkowski
Clough Harbor & Associates LLP
P.O. Box 5629
Albany, NY 12205-0269

Re: Amendment #2 to contract MEGC 6000(1) also known as City Project # E86 218200

Dear Mr. Gozalkowski:

In accordance with Page 11 of the Agreement for Consultant Engineering Services dated October 14, 1999, the City of Burlington hereby authorizes Clough Harbor & Associates LLP to proceed with the work detailed in Amendment No. 2, dated May 18, 2010 ("Amendment #2"). Amendment #2 makes the new contract amount \$5,763,063.18 and extends the contract term and project schedule to December 31, 2014.

Please sign below as required and return the original to our office.

CLOUGH HARBOUR & ASSOCIATES LLP
III WINNERS CIRCLE
PO BOX 5629
ALBANY, NY 12205-0269

BY: _____

TITLE: _____

BY: _____

CITY OF BURLINGTON, VERMONT

An Equal Opportunity Employer

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TITLE: DAW DIRECTOR

Councilors Keogh,
Wright, Paul: Bd. of Finance

**AUTHORIZATION TO AMEND CHAMPLAIN PARKWAY
DESIGN CONTRACT**

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

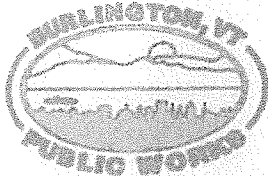
That WHEREAS, the City entered into an Agreement for Consultant Engineering Services
with Clough, Harbour & Associates LLP ("CHA") for the engineering and design of the
Southern Connector, now known as the Champlain Parkway, on October 14, 1999, for a contract
amount of \$1,421,581.01; and

WHEREAS, Amendment No. 1 to the Agreement for Consultant Engineering Services
was executed on May 9, 2003, establishing a total contract amount of \$3,600,009.27 for work
performed through October 2006; and

WHEREAS, since that time CHA has been working on the finalization of the
Supplemental Environmental Impact Statement ("SEIS"), the Act 250 permit as well as
advancing the design of the entire Champlain Parkway project; and

WHEREAS, Amendment #2 to the Agreement for Consultant Engineering Services will
bring the contract documents up to date with the current invoicing schedule and cover the costs
to continue the project through the Act 250 process (Spring/Summer 2011). After that time, CHA
will be asked to submit an amendment request for final design for the bidding process; and

WHEREAS, the amount of Amendment #2 is \$2,163,053.91 which brings the total
contract amount to \$5,763,063.18; and



CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS

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www.ci.burlington.vt.us

Steven Goodkind, P.E.
DIRECTOR OF PUBLIC WORKS
CITY ENGINEER

Justin Robitoux
Project Engineer

May 9, 2003

Mr. Ray Gardeski
Clough, Harbour & Associates, LLP
P.O. Box 5269
Albany, NY 12205-0269

Re: Amendment #1 to Contract #E26-218200

Dear Mr. Gardeski:

In accordance with Page 11 of the Agreement for Consultant Engineering Services dated October 14, 1999, the City of Burlington hereby authorizes Clough, Harbour and Associates, LLP to commence work on Amendment #1 (Amendment Summary No. 1 attached). This amendment makes the new contract amount \$3,600,009.28.

Please sign below as required and return the original to our office. Thank you for your effort to date, and let me know if you have any questions.

CLOUGH, HARBOUR & ASSOCIATES, LLP
11 WINNERS CIRCLE
P.O. BOX 5269
ALBANY, NY 12205-0269

BY: [Signature]

TITLE: Partner

CITY OF BURLINGTON, VERMONT

BY: [Signature]

TITLE: Municipal Project Manager

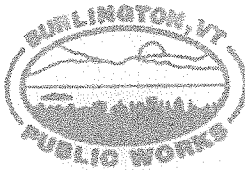
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Clough, Harbour & Associates LLP

An Equal Opportunity Employer

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**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

645 Pine Street
Post Office Box 849
Burlington, Vermont 05402-0849
802.863.9094 VOX
802.863.0466 FAX
802.863.0450 TTY

Steven Goodkind, P.E.
DIRECTOR OF PUBLIC WORKS
CITY ENGINEER

Norman J. Baldwin, P.E.
ASSISTANT DIRECTOR OF PUBLIC WORKS

May 9, 2013

TO: Burlington City Council Finance Board

FROM: Norman Baldwin, P.E. *NJB*
Assistant Director-Technical Services

RE: Champlain Parkway Design and Legal Services Contract Amendments

As city staff managing the Champlain Parkway Project we acknowledge the importance of having design and legal services contracts for this and other projects to stay within the Maximum Limiting Amounts authorized under its associated cooperative agreement.

Given we have nearly exhausted the funds authorized within the Champlain Parkway Cooperative Agreement Amendment #3. As described in our other Memorandum we have sought to gain the council's authorization to accept and execute the Champlain Parkway Cooperative Agreement Amendment #4. It is our hope that the Finance Board and Burlington City Council will continue its support for this project. The Champlain Parkway is funded through use of Federal, State and local funds. The Champlain Parkway is funded with 95% Federal Funds, 3% State Funds, a 2% local match obligation.

As a result of keeping our design and legal services contracts within the limits of our Cooperative Agreements, we coincidentally have exhausted our Design Contract and Legal Services Contract in support of this project. As a result, in addition to seeking the Finance Board and Burlington City Council authorization to accept and execute the Cooperative Agreement Amendment #4 with the State of Vermont. We are concurrently seeking authorization from the Finance Board and City Council's authorization to allow Director Steven Goodkind to execute contract amendment extension to:

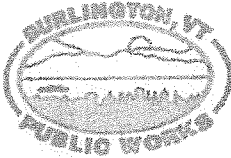
- Clough Harbor and Associates, (CHA) who serves as our design consultant for the Champlain Parkway. Our design contract with CHA was originally issued on October 14, 1999 in the amount of 1,221,581.01. Since that time, a series of contract amendments have been issued to CHA and we are currently working from Amendment #3 for an additional \$185,000 which was executed November 30, 2012 bringing the total contract amount to \$5,947,750.69. We have exhausted contract Amendment #3 with CHA.

In order to continue to advance this project, we are seeking the Finance Board's approval to authorize Director Steven Goodkind to execute Contract Amendment #4 with CHA. Contract Amendment #4 seeks to extend the current contract an additional \$234,000 bringing the Total Contract with CHA under Amendment #4 to \$ 6,181,750.69. Additionally,

- Shems Dunkiel Saunders provides specialized Legal Professional Services Contract in Support of the Act 250 Appeal Hearing Proceedings associated with the Champlain Parkway. We are seeking authorization to provisions and \$145,000 in funds to support the continued expenses that would be assumed under the Shems Dunkiel Representation and Retainer Agreement.

For your benefit I am attaching the contract documents and some of the previous correspondence provided to the Finance Board from previous discussions and approvals.

Please feel free to call me if you have any questions. I intend on being at the meeting to answer any questions you may have.



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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Burlington, Vermont 05402-0849
802.863.9094 VOX
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Steven Goodkind, P.E.
DIRECTOR OF PUBLIC WORKS
CITY ENGINEER

Norman J. Baldwin, P.E.
ASSISTANT DIRECTOR OF PUBLIC WORKS

October 2, 2012

TO: Board of Finance

FROM: Norman Baldwin, P.E. *NJB*
Assistant Director-Technical Services

RE: Champlain Parkway-Design Contract Amendment

Attached please find the supporting documents for Amendment #3 to the design contract with Clough Harbour and Associates for the engineering and design of the Champlain Parkway.

The original agreement for Consultant Engineering Services was executed between the City of Burlington and CHA on October 14, 1999. The original contract amount total was \$1,221,581.01.

Amendment No.1 to the Agreement for Consultant Engineering Services was executed between the City of Burlington and CHA on May 9, 2003. Amendment No.1 established a contract amount of \$3,600,009.27

Amendment No.2 to the Agreement for Consulting Engineering Services was executed between the City of Burlington and CHA on November 16, 2010. Amendment No.2 established a contract amount of \$5,763,083.18.

The current Cooperative Agreement, under Amendment No.3 with the State of Vermont, has a Maximum Limiting Amount (MLA) of \$ 6,250,000.00. As of September 18, 2012, the project had an unexpended balance of \$ 425,707.50.

We anticipate the Cooperative Agreement will be fully exhausted in eight to nine months.

It is our intent to:

- keep all of our contractual commitments within the limits of Cooperative Agreement, Amendment No.3.
- keep our consultants fully engaged working to advance this project until such time as the State of Vermont is prepared to issue a Fourth Amendment to the Cooperative Agreement.
- To maximize the use of the existing funds and keep CHA under contract working hard to advance the Champlain Parkway.

Clough Harbour expenses from remaining balance of MLA	\$425,207.50x70%*=	\$ 297,995.25
Clough Harbours Remaining Balance of Contract	Less current contract balance	-\$ 113,307.72
Proposed Clough Harbour Contract Amendment within existing Cooperative Agreement, Amendment #3		\$ 184,687.51

*70% is based on expense history of CHA expenses/Total Project Expense.

Under the proposed Contract Amendment #3 with CHA the existing contract would be increased by \$184,687.51, which would bring the proposed contract amount with CHA to \$ 5,947,750.69.

The funding ratio for the Champlain Parkway is 95% Federal, 3% State, and 2% Local. The city would be responsible for the local share of \$3,693.75. The local share for this project is funded by the Street Capital Program.

SUMMARY

At this time we request that the BOF approve amendment No.3 with CHA and request that the City Council authorize Public Works director Steven Goodkind to execute Amendment No.3 with Clough, Harbour and Associates.

**CITY OF BURLINGTON, VERMONT
AGREEMENT FOR CONSULTANT ENGINEERING SERVICES
WITH
CLOUGH, HARBOUR & ASSOCIATES LLP**

Project: Southern Connector
MEGC-M5000(1)

THIS AGREEMENT is made this 14th day of October, 1999 by and between the City of Burlington, a Vermont municipal corporation, hereinafter referred to as CITY and Clough, Harbour & Associates LLP, a partnership, with its principal place of business at 111 Winners Circle, P.O. Box 5269, Albany, New York 12205, authorized to do business in Vermont, hereinafter referred to as CONSULTANT.

WHEREAS, the CITY proposes to construct a project, hereinafter known as The Southern Connector, in the City of Burlington, Vermont; and

WHEREAS, state and federal funds may participate in the cost of the services described in this Agreement pursuant to the provisions of Title 23, United States Code; and 23 Code of Federal Regulations which are incorporated herein by reference; and

WHEREAS, the CONSULTANT is ready, willing, and able to perform the required services;

NOW THEREFORE, in consideration of these premises and the mutual covenants herein set forth, it is agreed by the parties hereto as follows:

1. SCOPE OF WORK

The CONSULTANT agrees to prepare final design and contract plans for the Southern Connector project. The services shall be performed substantially as set forth in the detailed Request for Proposals dated March 31, 1999 with Addendum #1 dated July 22, 1999, Attachment A; the CONSULTANT's Technical and Cost Proposals dated May 18, 1999, Attachment B, and the "Consultant Contract Attachment" dated July, 1999, Attachment C; all of which are incorporated herein and made a part of this Agreement. For any conflict between Attachments A and B, Attachment A shall govern.

2. TIME SCHEDULE

The CONSULTANT agrees that work to be performed under the Agreement shall adhere to the time schedule as detailed in Attachment B.

3. BEGINNING OF WORK AND TERMINATION

This Agreement shall be effective upon execution and work shall be completed on or before January 1, 2004.

4. THE AGREEMENT FEE

A. General. The CITY agrees to pay the CONSULTANT and the CONSULTANT agrees to accept as full compensation for performance for all services and expenses (including those of subconsultants) encompassed under this Agreement, payment at the rates specified in Attachment B.

For any rates not specified in Attachment B, the CONSULTANT shall request approval of the Municipal Project Manager prior to utilization or invoicing of such rates.

B. Maximum Limiting Amount. The total amount to be paid to the CONSULTANT and all subconsultants hereunder for all services shall not exceed a maximum limiting amount of \$1,421,581.01.

C. The CONSULTANT'S overhead rate for this Agreement shall be based upon the actual audited overhead rate up to a maximum cap of 155%.

5. PAYMENT PROCEDURES

Invoices shall be submitted to Justin Rabidoux, Municipal Project Manager, 33 Kilburn Street, Burlington, Vermont 05401. One original and three copies are required.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CLOUGH, HARBOUR & ASSOCIATES, LLP
111 WINNERS CIRCLE
P.O. Box 5269
ALBANY, NEW YORK 12205

By: 

Title: CEO

CITY OF BURLINGTON, VERMONT

By: 

Title: DPW Director

CONSULTANT CONTRACT ATTACHMENT:

CONTRACT PROVISIONS

Includes:

- 1. RELATIONSHIP OF TRUST**
- 2. INDEMNIFICATION**
- 3. INSURANCE**
- 4. COMPLIANCE WITH LAWS**
- 5. CONTRACTUAL AGREEMENTS**
- 6. OPERATIONAL STANDARDS**
- 7. PROJECT DEVELOPMENT AND STANDARDS**
- 8. PAYMENT FOR SERVICES RENDERED**

July 1999

CONTRACT PROVISIONS:

Wherever used, abbreviations may be used in place of a word or phrase and definitions may be used to interpret statements for the meaning of words, phrases or expressions. The intent and meaning for abbreviations and definitions shall be interpreted as herein set forth:

AASHTO	American Association of State Highway and Transportation Officials
AGC	Associated General Contractors of America
AIA	American Institute of Architects
ANR	Agency of Natural Resources
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
AWS	American Welding Society
CADD	Computer Aided Drafting and Design
CES	Consultant Engineering Services
CFR	Code of Federal Regulations
DOT	United States Department of Transportation
EEO	Equal Employment Opportunity
EIS	Environmental Impact Statement
EDM	Electronic Data Media
FAA	Federal Aviation Administration
FAR	Federal Acquisition Regulation
FHWA	Federal Highway Administration, U.S. Department of Transportation
FRA	Federal Railroad Administration
FSS	Federal Specifications and Standards (General Services Administration)
FTA	Federal Transit Administration
SEIS	Supplemental Environmental Impact Statement
SIR	Self Insured Retention
U.S.C.	United States Code
USEPA	United States Environmental Protection Agency
VAOT	Vermont Agency of Transportation
VOSHA	Vermont Occupational Safety and Health Act
VSA	Vermont Statutes Annotated

1. RELATIONSHIP OF THE PARTIES

The Consultant recognizes and acknowledges that it has been selected by the City because of its preferred professional expertise and experience as a multi-disciplinary organization having the capacity to provide expertise in all facets of transportation facilities design. The Consultant acknowledges that it has been selected by the City because the City does not have, on its staff, personnel with the expertise and/or the time to provide the necessary services under this Agreement. Therefore, the Consultant commits itself to provide the expertise necessary to accomplish the entire scope of service in a fully competent and professional manner, without any

unreasonable delay.

2. INDEMNIFICATION

The Consultant agrees, to the fullest extent permitted by law, that it shall indemnify and hold harmless the City, its officers, agents and employees from liability for damages to third parties, together with costs, including attorneys' fees, incurred in defending such claims by third parties, to the extent such liability is caused by the negligent or intentional acts, errors, or omissions of the Consultant, its agents or employees, committed, in the performance of professional services to be provided by the Consultant under this Agreement.

The City is responsible for its own actions. The Consultant is not obligated to indemnify the City or its officers, agents and employees for any liability of the City, its officers, agents and employees attributable to its, or their own, negligent acts, errors or omissions.

In the event the City, its officers, agents or employees are notified of any claims asserted against it or them to which this Indemnification clause may apply, the City or its officers, agents and employees shall immediately thereafter notify the Consultant in writing that a claim to which the Indemnification Agreement may apply has been filed.

3. INSURANCE

GENERAL: Prior to beginning any work, the Consultant shall obtain, and shall make sure that all subconsultants obtain, the following Insurance Coverage. The certificate of insurance coverage shall be documented on forms acceptable to the City. Evidence of compliance with minimum limits and coverages, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the City, must be received prior to the effective date of the Agreement. The insurance policy (ies) shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the City. Evidence of continuing coverage must be submitted to the City on an annual basis. Certified copies of any insurance policies may be required. The City shall be named as an additional insured on all such policies of insurance, except for the Worker's Compensation and Professional Liability insurance policies.

The Consultant is responsible to verify that:

- (a) All subconsultants, agents or workers meet the minimum coverages and limits plus maintain current certificates of coverages for all subconsultants, agents or workers.
- (b) All coverages shall include adequate protection for activities involving hazardous materials.
- (c) All work activities related to the agreement shall meet minimum coverages and limits.

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Consultant for the Consultant's operations. These are solely minimums that have been developed and must be met to protect the interests of the City. If during the project, it is determined that minimum limits are not sufficient, the Consultant shall adjust to levels deemed sufficient by the City.

GENERAL LIABILITY AND PROPERTY DAMAGE:

- (a) With respect to all operations performed by the Consultant, subconsultants, agents or workers, it is the Consultant's responsibility to insure that general liability insurance coverage provides all major divisions of coverage including, but not limited to:

1. Premises Operations
2. Independent Contractors' Protective
3. Products and Completed Operations
4. Personal Injury Liability
5. Contractual Liability
6. Broad Form Property Damage
7. Medical Expenses
8. Collapse, Underground and Explosion Hazards

- (b) The policy shall be on an occurrence basis with limits not less than:

1. General Aggregate	\$2,000,000
2. Products-Completed/Operations Aggregate	\$1,000,000
3. Personal Injury	\$1,000,000 per individual
4. Each Occurrence	\$5,000,000
5. Fire Damage (Any one fire)	\$ 50,000
6. Medical Expense (Any one person)	\$ 5,000

The Consultant will provide the City with current certificates of insurance for the Consultant and all subconsultants.

WORKERS' COMPENSATION: With respect to all operations performed, the Consultant and all subconsultants shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

PROFESSIONAL LIABILITY INSURANCE

- (a) General. This applies only to those Contracts specifically identified as requiring Errors &

Omissions (E&O) Insurance. The Consultant shall carry architects/engineers professional liability insurance covering errors and omissions made during their performance of contractile duties with the following minimum limits:

\$5,000,000 - Annual Aggregate

\$1,000,000 - Per Claim

- (b) **Deductibles.** Prior to performing any work, the Consultant agrees to provide evidence of E&O insurance coverage defined under this Section. In addition, the Contractor agrees to attempt to maintain continuous professional liability coverage for the period of the agreement and whenever applicable any construction work related to this agreement, and for a period of five years following substantial completion.

AUTOMOTIVE LIABILITY: The Consultant shall carry automobile liability insurance covering all motor vehicles, including owned, non-owned and hired, used in connection with the agreement. Each policy shall provide coverage with a limit not less than \$1,000,000-Combined Single Limit.

4. COMPLIANCE WITH LAWS

GENERAL COMPLIANCE WITH LAWS: The Consultant shall comply with all applicable Federal, State and local laws.

Provisions of the Agreement shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both parties. If, for any reason, a provision in the Agreement, is judicially determined to be unenforceable or invalid, that provision shall be deemed severed from the Agreement, unless such provision is critical to the commercial purpose hereof, and the remaining provisions shall be carried out with the same force and effect as if the severed provisions had never been a part of the Agreement.

ENVIRONMENTAL REGULATIONS: Any Contract in excess of one hundred thousand dollars shall comply with all applicable standards, orders of requirements issued under Section 306 of the Clean Air Act (42 U.S.C. § 1857(h)), Section 508 of the Clean Air Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection City regulation (40 CFR Part 15), that prohibit the use, under non-exempt Federal Contracts, grants or loans, of facilities included on the EPA list of Violating Facilities. The provisions require reporting of violations to the grantor, City and to the USEPA Assistant Administrator for Enforcement (EN-329).

CIVIL RIGHTS and EQUAL EMPLOYMENT OPPORTUNITY: During performance of the Agreement, the Consultant will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin, physical disability or veteran status.

The Consultant shall comply with the applicable provisions of Title VI of the Civil Rights Act of

1964 as amended, Executive Order 11246 as amended by Executive Order 11375 and as supplemented by the Department of Labor regulations (41 CFR Part 60). The Consultant shall also comply with the rules, regulations and relevant orders of the Secretary of Labor, Nondiscrimination regulations 49 CFR § 21 through Appendix C, and Regulations under 23 CFR § 710.405 (b). Accordingly, all subcontracts shall include reference to the above.

The Consultant shall comply with all the requirements of Title 21, VSA, Chapter 5, Subchapter 6 and 7, relating to fair employment practices to the extent applicable. A similar provision shall be included in any and all subcontracts.

DEBARMENT CERTIFICATION: When signing a Contract in excess of twenty five thousand dollars, the Consultant certifies under the penalty of perjury as directed by Federal Law (48 CFR 52.209-5), that, except as noted in the Agreements, the Consultant or any person associated therewith in the capacity of owner, partner, director, or officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds:

- (a) is not currently under suspension, debarment, voluntarily exclusion or determination of ineligibility by any Federal agency;
- (b) has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past three (3) years;
- (c) does not have a proposed debarment pending; and
- (d) has not been indicted, convicted, or had a civil judgement rendered against him/her by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

LOBBYING: For any Agreement exceeding one hundred thousand dollars, the Consultant certifies by signing the Agreement, that to the best of their knowledge and belief on behalf of their signature:

- (a) No Federal appropriated funds have been paid or will be paid by or to any person influencing or attempting to influence an officer or employee of a government agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, renewal, amendment or modification of any Federal Contract grant, loan or cooperative Agreement.
- (b) They will complete and submit, in accordance with its instructions, Standard Form-LLL "Disclosure Form to Report Lobbying", if any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to

influence an officer or employee of a government agency or a Member of Congress in connection with the Federal Agreement, grant loan, or cooperative Agreement.

- (c) They shall require that the language of this Certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact, upon which reliance was placed when the Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into the Agreement, imposed by Section 1352, Title 31, U.S.C..

Section 1352 of Title 31, U.S.C., provides, in part, that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any government agency, Member of Congress, officer or employee of Congress, or employee of a Member of Congress, in the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the expansion, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

TAX REQUIREMENTS: By signing the Agreement, the Consultant certifies, as required by law under 32 VSA, Section 3113, that under the pains and penalties of perjury, he/she is in good standing with respect to payment, or in full compliance with a plan to pay, any and all taxes due the State of Vermont and the City of Burlington as of the date of signature on the Agreement.

ENERGY CONSERVATION: The Consultant shall recognize mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act P.L. 94-165

CONTRACTUAL AGREEMENTS

REGISTRATION: The Consultant acknowledges that it is registered with the Vermont Secretary of State's office as a partnership authorizes to do business in the State of Vermont. This registration must be complete prior to contract execution.

ADMINISTRATION REQUIREMENTS: By signing the Agreement the Consultant agrees to comply with the following provisions and certifies that he/she or they are in compliance with the provisions of 49 CFR § 18.36 Procurement (i) Contract Provisions with principal reference to the following:

- (a) Copeland "Anti-Kickback" Act For any Federal-Aid Contracts or subcontracts for construction or repair, the Consultant agrees to comply with the Copeland "Anti-Kickback" Act 18 U.S.C. § 874, as supplemented by Department of Labor Regulations,

29 CFR § 3.

- (b) Davis-Bacon Act. For any Federal-Aid construction contracts in excess of \$2,000 the Consultant agrees to comply with the Davis-Bacon Act 40 U.S.C. §§ 276a to e-7, as supplemented by Department of Labor Regulations, 29 CFR § 5.
- (c) Work Hours. For any Federal-Aid construction contracts in excess of \$2,000 or in excess of \$2,500 for other contracts involving employment of mechanics or laborers, the Consultant agrees to comply with the Contract Working Hours and Safety Standards Act, 40 U.S.C. §§ 327-330, as annexed by Department of Labor Regulations, 29 CFR § 5.
- (d) Proprietary Rights. The parties under the Agreement hereby mutually agree that, of patentable discoveries or inventions should result from work performed under the Agreement, all rights accruing from such discoveries or inventions shall be the sole property of the Consultant. The Consultant, however agrees to and does hereby grant to the City, the State of Vermont and the United States Government an irrevocable, nonexclusive, non-transferable, and royalty-free license to practice each invention in the manufacture, use, and disposition, according to law, of any article or material or use of method that may be developed, as part of the work under the Agreement.
- (e) Publications. All data, EDM, valuable papers and documents produced under the terms of the Agreement are property of the City. The Consultant agrees to allow access to all data, EDM, valuable papers and documents at all times. The Consultant shall not copyright any material originating under the Agreement without prior written approval of the City.

PERSONNEL REQUIREMENTS AND CONDITIONS: A Consultant shall employ only qualified personnel, for responsible authority to supervise and carry out the work. The City shall have the right to approve or disapprove key personnel assigned to administer activities related to the Agreement.

Except with the approval of the City, during the life of the Agreement, the Consultant shall not employ:

- (a) Personnel on the payroll of the City who are directly involved with the awarding, administration, monitoring, or performance of the Agreement or any project (s) that are the subjects of the Agreement.
- (b) Any person so involved within one (1) year of termination of employment with the City.

The Consultant warrants that no company or person has been employed or retained, other than a bonafide employee working solely for the Consultant, to solicit or secure this Agreement, and that no company or person has been paid or has an agreement with the Consultant to be paid,

other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award of making of the Agreement. For breach or violation of this warranty, the City shall have the right to annul the Agreement, without liability to the City, and to regain all costs incurred by the City in the performance of the Agreement.

The City reserves the right to require removal of any person employed by a Consultant, from work related to the Agreement, for misconduct, incompetence, or negligence, in the opinion of the City in the due and proper performance of its duties, or who neglects or refuses to comply with requirements of the Agreement.

TRANSFERS, SUBLETTING, ETC: The Consultant and all approved subconsultants shall not assign, sublet, or transfer any interest in the work, covered by an Agreement, without prior written consent of the City and further, if any subconsultant participates in any work involving additional services, the estimated extent and cost of the contemplated work must receive prior written consent of the City. The approval or consent to assign or sublet any portion of the work, shall in no way relieve the Consultant of responsibility for the performance of that portion of the work so transferred. The form of the subcontractor's agreement shall be as developed by the Consultant and approved by the City.

The services of the Consultant, to be performed under the Agreement, are personal and shall not be transferred without written authorization of the City and, when applicable, approved by the State of Vermont and FHWA. Any authorized subagreements, exceeding ten thousand dollars in cost, shall contain all of the same provisions specified for and attached to the original Agreement with the City.

BEGINNING AND COMPLETION OF WORK: Consultant agrees to begin performance of services, specified in the Agreement, in accordance with the terms of the Agreement, as arranged in negotiations with the City, or within ten (10) days of the date of written notice to begin work by the City, and to complete the contracted services by the completion dates specified in the Section three (3) of the Agreement.

CONTINUING OBLIGATIONS: The Consultant agrees that if, because of death of a key employee of the partnership, it becomes impossible to effectively perform its services in compliance with the Agreement, neither the Consultant nor its surviving members shall be relieved of their obligations to complete the Agreement. However, the City may terminate the Agreement if it considers a death, incapacity, or transfer from company of any members to be a loss of such magnitude that it would affect the firm's ability to satisfactorily execute the Agreement. If termination occurs because of the Consultant's inability to do the work, the Consultant shall be responsible to reimburse the City for any increased cost which it incurs in completing the work.

OWNERSHIP OF THE WORK: The Consultant agrees that the ownership of all studies, data

sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the Consultants, hereafter referred to as "instruments of professional service" are property of the City as they are prepared and/or developed during execution of the Agreement.

The Consultant shall surrender to the City upon demand or submit for inspection at any time any instruments of professional service that have been collected, undertaken or completed by the Consultant pursuant to the Agreement. Upon completion of the work, in full, these instruments of professional service will be appropriately endorsed by the Consultant and turned over to the City.

Data and publication rights to any instruments of service produced under this agreement are reserved to the City and shall not be copyrighted by the Consultant at any time without written approval of the City. No publications or publicity of the work, in part or in total, shall be made without the agreement of the City, except that Consultants may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.

RECORDS RETENTION: The Consultant agrees to retain, in company files, all books, documents, EDM, valuable papers, accounting records, and other evidence, pertaining to costs incurred for work performed under the Agreement, for a period of at least three (3) years after the final "date of acceptance" by the City, unless otherwise notified by the City. The Consultant further agrees that the City, the State of Vermont, FHWA or other authorized representatives of the Federal Government, shall have access to all the above information for the purposes of review and audit during the Agreement period and anytime within the aforementioned retention period. Copies of all the above referenced information shall be provided to the City if requested.

APPEARANCES:

- (a) ~~Hearings and Conferences.~~ The Consultant shall provide professional services required by the City and necessary for furtherance of any work covered under the Agreement. Professional services shall include appropriate representation at design conferences, public gatherings and hearings, and appearances before any legislative body, commission, board, or court, to justify, explain and defend its contractual services covered under the Agreement.

The Consultant shall perform any liaison that the City deems necessary for the furtherance of the work and participate in conferences with the City, at any reasonable time, concerning interpretation and evaluation of all aspects covered under the Agreement.

The Consultant further agrees to participate in meetings with the City, the State of Vermont, FHWA, and any other interested or affected participant, for the purpose of review or resolution of any conflicts pertaining to the Agreement. The Consultant shall be paid for such services and for any reasonable expenses incurred in relation thereto.

- (b) Appearance as Witness. If and when required by the City, a Consultant, or an appropriate representative, shall prepare and appear for any litigation concerning any relevant project or related Agreement, on behalf of the City. The Consultant shall be paid according to rate schedules specified in the cost proposal for such services and for any reasonable expenses incurred in relation thereto.

CHANGES AND AMENDMENTS: No changes or amendments of the Agreement shall be effective unless documented in writing and signed by authorized representatives of the City and the Consultant.

APPENDICES: The City may attach, to these specifications, appendices containing various forms and typical sample sheets for guidance and assistance to the Consultant in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the City as occasions may require. It is the responsibility of the Consultant to ensure that they have the latest version applicable to the Agreement.

EXTENSION OF TIME: The Consultant agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by the Consultant for delays of hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the City may decide. Time extensions shall be granted by amendment, only for excusable delays, such as delays beyond the control of the Consultant and without the fault or negligence of the Consultant.

SETTLEMENTS OF MISUNDERSTANDINGS: In order to prevent misunderstandings and litigation, it is mutually agreed by all parties that the Public Works Commission and the City Council shall act as advisory boards on all questions arising under the terms of this Agreement.

Agreements subjecting costs to final audit, an administrative review regarding the audit will be sent to the Consultant. Any dispute arising from an administrative decision shall be appealed in writing within thirty (30) days of receipt.

FAILURE TO COMPLY WITH TIME SCHEDULE: It is mutually understood and agreed to, that neither party hereto shall be held responsible for delay in performing the work encompasses herein, when such delay is due to unforeseeable causes such as acts of God, or a public enemy, fire, strikes, floods, or legal acts of public authorities. In the event that any such causes for delay are of such magnitude as to prevent the complete performance of the Agreement within six (6) months of the originally scheduled completion date, either party may by written notice request to amend or terminate the Agreement.

CITY'S OPTION TO TERMINATE: The Agreement may be terminated in accordance with the following provisions:

- (a) **Breach of Contract.** Administrative remedies - the City reserves the right to terminate a Contract for breach of Contract agreements. The Consultant shall be given written notice of any breach and a reasonable period, not to exceed fourteen (14) days, to cure the breach. If the breach is not cured, the City may, by a second written notice, terminate the contract. Termination for breach of Contract will be without further compensation to the Consultant.
- (b) **Termination for Convenience.** In addition to its rights and options to terminate an Agreement as provided herein, the City may, at any time prior to completion of services under an Agreement, terminate the Agreement by submitting written notice to a Consultant, within not less than fifteen (15) days prior to the effective date, via certified or registered mail, of its intention to do so. If the termination is for the City's convenience, payment to the Consultant will be made promptly for the amount of any fees earned to the date of the notice of termination, less any payments previously made plus reasonable overhead expenses for job shutdown and lost profits. However, if a notice of termination is given to a Consultant prior to completion of twenty (20) percent of estimated services, as set forth in the approved Work Schedule and Progress Report, the Consultant will be reimbursed for that portion of any reasonable and necessary expenses incurred to date of the notice of termination, that are in excess of the amount earned under its approved fee to the date of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject to the City's approval.

The Consultant shall make no claim for additional compensation against the City by reason of such termination.

6. OPERATIONAL STANDARDS

RESPONSIBILITY FOR SUPERVISION: The Consultant shall assume primary responsibility for general supervision of Consultant employees and his/her or their subconsultants for all work performed under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions and contents of work performed under the Agreement during the design phase (Phases A and B).

INDEPENDENCE: The Consultant shall act in an independent capacity and not as officers or employees of the City.

WORK SCHEDULE AND PROGRESS REPORT: Prior to initiating any work, the Consultant shall prepare, and submit to the City, a general work schedule showing how the Consultant will complete the various phases of work in order to meet the completion date in the contract. The City will use this general work schedule to monitor the Consultant.

During the life of the Contract, the Consultant will make monthly progress reports indicating the work achieved through the date of the report. The Consultant shall link the monthly progress

reports to the general schedule submitted.

The report shall indicate any matters that have or are anticipated to adversely affect progress of the work. The City may require the Consultant to prepare a revised work schedule, in the event that a specific progress achievement falls behind the scheduled progress by more than thirty (30) days.

UTILITIES: Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by any proposed construction, the Consultant will counsel with the City, plus achieve any necessary contacts and discussions with the affected owners, regarding any requirement necessary for revisions of facilities or existing installations, both above and below ground. Any such installations must be completely and accurately exhibited on any detail sheets or plans. The Consultant shall inform the City, in writing, of any such contacts and the results thereof.

PUBLIC RELATIONS: Whenever it is necessary to perform work in the field, particularly with respect to reconnaissance, the Consultant will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Consultant shall conduct themselves with propriety. The Consultant agrees to inform property owners and/or tenants, in a timely manner, if there is need for entering upon private property as an agent of the City, in accordance with VSA Title 19 § 35 and § 503, in order to accomplish the work under the Agreement. The Consultant agrees that any work will be done with minimum damage to the land and disturbance to the owner. Upon request of the Consultant, the City shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the Consultant is acting as an agent of the City.

INSPECTION OF WORK: The City shall, at all times, have access to the Consultant's work for the purposes of inspection, accounting, and auditing, and the Consultant shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Consultant shall permit the City or representative for the City the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Consultant pursuant to execution of the Agreement.

Conferences, visits to a site, or an inspection of the work, may be held at the request of any involved party or by representatives of the City, the State of Vermont or FHWA.

WRITTEN DELIVERABLES: Written deliverables, presented under terms of the Agreement, shall be on 8 1/2" by 11 paper, consecutively printed on both sides. Reports shall be bound and have a title page that identifies the name and number of the project and publication date. The report shall have a table of contents and each page shall be numbered successively. Draft reports shall be identified as such.

7. PROJECT DEVELOPMENT AND STANDARDS

PLANS RECORDS AND AVAILABLE DATA: The City agrees to make available, at no charge, for the Consultant's use all data related to the Agreement including any preliminary plans, maps, drawings, photographs, reports, traffic data, calculations, EDM, valuable papers, topographic survey, utility location plats, or any other pertinent public records.

DESIGN STANDARDS: Unless otherwise specifically provided for in the Agreement, or directed in writing, Consultant services, studies or designs, that include or make reference to plans, specifications, special provisions, computations, estimates, or other data necessary for construction of a designed facility, shall be in conformance with applicable portions of the following specifications, manuals, codes or regulations, including supplements to or revisions thereof, adopted and in effect prior to award of the Agreement:

- (a) VAOT's latest edition of the Standard Specifications for Construction.
- (b) VAOT's Bridge Design Manual.
- (c) All applicable AASHTO roadway, traffic, bridge, bicycle and pedestrian policies, guides and manuals.
- (d) VAOT's manual on Survey.
- (e) VAOT's Right-of-Way Manual.
- (f) The Highway Capacity Manual.
- (g) The ANSI/AASHTO/AWS D-1.5, Bridge Welding code.
- (h) The MUTCD and Vermont Supplemental requirements.
- (i) The Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals.
- (j) Other City directives and guidelines current at the time of the Agreement and as may be issued by the City during the progress of the design.

In case of any conflict with the guidelines referenced, the Consultant is responsible to identify and follow any course of direction provided by the City.

DEVELOPMENT OF PLANS: Unless otherwise indicated in an Agreement, the provisions of these specifications shall apply to any contract requiring preliminary engineering services in connection with highway, bridge, bicycle, and pedestrian survey and design. The Consultant is responsible for the development of any and all work outlined in an Agreement.

The City shall establish the termini of the project and may substantiate other conditions relative to locations established in the Agreement. When required under the Agreement, the Consultant will produce an acceptable survey and/or set of plans between such termini and follow any established provisions.

Endorsement of a recommended alignment made, by the City, does not relieve the Consultant of the responsibility for making changes occasioned as a result of an alignment not conforming to standards or good engineering practices when the design is advanced. Nor is the Consultant relieved of changes developed by normal refinements.

Changes in work or Supplemental Agreements, requested or required of the Consultant by the City, involving extra work or additional services must be provided documented and approved prior to initiating action of any work.

ELECTRONIC DATA MEDIA: Consultant, subconsultants, or any representatives performing work related to the Agreement, are responsible to ensure that all data and information created or stored on EDM is secure and can be duplicated if the EDM mechanism is subjected to power outage or damage.

REVIEWS AND ACCEPTANCES: All preliminary and detailed designs, plans, specifications, estimates or other documents prepared by the Consultant, shall be subject to review and endorsement by the City.

Approval for any inspections or sequences of progress of work shall be documented by letters, memoranda or other appropriate written means.

A frequency for formal reviews shall be set forth in the Agreement. Informal reviews, conducted by the City will be performed as deemed necessary. The Consultants shall respond to all official comments regardless of their source. The Consultant shall supply the City with written copies of all correspondence relating to formal and informal reviews.

No acceptance shall relieve a Consultant or their professional obligation to correct any defects or errors in their work at their own expense.

8. PAYMENT FOR SERVICES RENDERED

PAYMENT PROCEDURES: The City shall pay, or cause to be paid to the Consultant or the Consultant's legal representative, progress payments, that may be monthly or as otherwise accepted by the City, as determined by the percentage of work completed, as documented by a progress report of such work duly attested, for each phase of the required services covered by the Agreement. When applicable, for other type of payment specified in the Agreement, the progress report shall summarize actual costs and any earned portion of fixed fee.

All invoices and correspondence shall indicate the applicable project name, project number and the Agreement number. At the City's request, the invoice shall further be broken down in detail between projects.

When applicable, for the type of payment specified in the Agreement, expenses for meals and travel shall be limited to the current approved in-state rates, as determined by the State of Vermont's labor contract, and need not be receipted. All other expenses are subject to approval by the City and must be accompanied with documentation to substantiate their charges.

Invoices shall be submitted to the City; one original and three (3) copies are required.

No approval given or payment made under an Agreement, shall be conclusive evidence of the performance of said Agreement, either wholly or in part thereof, and no payment shall be construed to be acceptance of defective work or improper materials.

The City agrees to pay the Consultant and the Consultant agrees to accept, as full compensation, for performance of all services rendered and expenses encompassed in conformance therewith, the type of fee specified in the Contract.

- (a) **Indirect Cost Rates.** For actual cost contracts, the Consultant is responsible for furnishing the City with independently-prepared, properly supported, Indirect Cost Rates, in accordance with 48 CFR 52.216-7, for all time periods covered under the Agreement. These rates must be developed in accordance with the cost principles in 48 CFR Part 31. A Consultant's overhead rate shall be based upon an actual audited overhead rate, unless otherwise specified in the Agreement.

PAYMENT FOR ADDITIONS OR DELETIONS: The City may, upon written notice, and without invalidating the Agreement, require any changes to, additions to, or deletions from, the originally contemplated extent of the work, prior to completion of the Agreement by means of an amendment to the original contract. Any adjustments of this nature shall be executed under the appropriate fee established in the Agreement, based on the adjusted quantity of work, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such addition or deletion.

PAYMENT FOR EXTRA WORK, ADDITIONAL SERVICES OR CHANGES: The City may, upon written notice, and without invalidating the Agreement, require changes resulting from revision or abandonment of work already satisfactorily performed by the Consultant or changes in the scope of the work.

The value of such changes, to the extent not reflected in other payments to the Consultant, shall be incorporated in an amendment and be determined by mutual agreement, in one or more of the following ways:

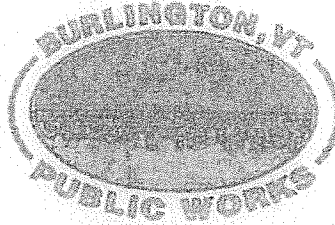
- (a) **Fixed Price.** By a price that is not subject to any adjustment on the basis of the Contractor's expenses experienced in performing the work. The Contractor is fully responsible for all costs and resulting profit or loss.
- (b) **Rate Schedule.** By unit prices designated in the Agreement, or by unit prices covered under any subsequent Agreements.
- (c) **Actual Cost.** By amounts determined on the basis of actual costs incurred, as distinguished from forecasted expenditures.

No changes, for which additional fee payment is claimed, shall be made unless pursuant to a written order from the City, and no claim shall be valid unless so ordered.

The Consultant agrees to maintain complete and accurate records, in a form satisfactory to the City for all time devoted directly to same by Consultant employees. The City reserves the right to audit the records of the Consultant related to any extra work or additional services. Any such services rendered shall be subject, in all other respects, to the terms of the Agreement. When changes are so ordered, no additional work shall be performed by the Consultant until an Agreement amendment has been fully executed, unless written notice to proceed is issued by the City. Any claim for extension of time, that may be necessitated as a result of extra work or additional services and changes, shall be given consideration and evaluated insofar as it directly relates to the change.

Steve Goodkind, P.E.
PUBLIC WORKS DIRECTOR

Justin Rabideaux
PROJECT ENGINEER



P.O. BOX 249
BURLINGTON, VT
05402-0249
(802) 863-9094 P
(802) 863-0466 F

MEMO

To: Southern Connector Coordinating Committee, Interested Parties
From: Justin Rabideaux, Municipal Project Manager *JR*
Date: October 29, 1999
Re: Clough, Harbour & Associates Design Contract

Please find enclosed a fully executed Final Design Contract between the City of Burlington and Clough, Harbour & Associates for the design of the Southern Connector.

RECEIVED

OCT 31 1999

CLOUGH, HARBOUR
& ASSOCIATES



October 26, 1999

1. The first part of the document discusses the importance of maintaining accurate records of all transactions.

CONTRACT REVIEW FORM

Town of Burlington
- Southern Connector -

**THIS FORM IS TO
BE FILED IN THE
MAIN OFFICE
CONTRACT FILE!**

ROUTE TO:

_____ Platt for review
_____ Dave Wahrlich
_____ Other: _____
_____ Return to PM
_____ Harbour for signature

Project Managers requesting review of contract must complete the following sections:

1. CHA employee and section making request: Karis / Wojalkowski
2. New or repeat Client: ☒ New ☐ Repeat
3. If repeat, how many projects have we done for Client: ☐ 0-5 ☐ 5-10 ☐ 10+
4. Expected total revenue from project? \$1,041,000.00
5. Estimated past revenue from Client: ☒ 0-500K ☐ 500K-1M ☐ 1M+
6. Type of services we are providing: Highway Engineering and Environmental Support
7. Should staff attorney contact Client to negotiate changes? ☐ Yes ☒ No
8. Has the technical section of proposal been accepted by Client? ☒ Yes ☐ No
9. When do you need the review/negotiations completed? ☒ Today Other: _____
10. Miscellaneous notes:

STAFF ATTORNEY REVIEW:DATE: 10/25/99

<input checked="" type="checkbox"/>	Approved as drafted (can be signed) <u>map</u>
<input type="checkbox"/>	Approved but be aware of _____ (can be signed)
<input type="checkbox"/>	See attached sheet for revisions & explanations
<input type="checkbox"/>	Modification(s) to CHA standard contract approved as revised (can be signed)
<input type="checkbox"/>	Modification(s) to CHA standard contract NOT approved; see attached comments
<input type="checkbox"/>	Return signed copy of contract to Staff Attorney
<input type="checkbox"/>	Other:

R EMEMBER YOU MUST CONTACT THE STAFF ATTORNEY WHEN YOU PLACE A CONTRACT IN THE MAIN OFFICE FILES.



"Satisfying Our Clients by Meeting Their Needs Through Dedicated People Committed to Total Quality".

Steve Goodkind, P.E.
PUBLIC WORKS DIRECTOR

Justin Rabidoux
PROJECT ENGINEER



P.O. BOX 849
BURLINGTON, VT
05402-0849
(802)863-9094 Phone
(802)863-0466 Fax

October 14, 1999

Mr. Tom Karis, P.E.
Clough, Harbour & Associates LLP
111 Winners Circle
P.O. Box 5269
Albany, NY 12205-0269

Re: Final Design Contract:

Dear Tom:

Enclosed is the final approved design contract. Please sign the second page and return to our office.

As I noted in our phone conversation, there were two small changes that Steve Goodkind, DPW Director, made to the contract.

- *Page 8 of 17, subset (e), Publications:*
The wording has been changed from "... and documents produced under terms of the Agreement shall be property of the City" to "... Agreement are property of the City."
The same change occurs on Page 14 of 17 in the **PLANS RECORDS AND AVAILABLE DATA** paragraph.
- *Page 11 of 17, SETTLEMENTS OF MISUNDERSTANDINGS:*
The Public Works Commission (our governing body) has been added as an advisory board.

Please call with questions, and we look forward to commencing work.

Sincerely,


Justin Rabidoux

Enc.

Cc: File

77-637-481
OCT 27 1999
J. L. HANCOCK
& ASSOCIATES

Resolution Relating to

AUTHORIZATION TO AMEND CHAMPLAIN PARKWAY DESIGN CONTRACT WITH CLOUGH, HARBOR & ASSOCIATES, LLP

In the year Two Thousand Thirteen.....

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

That WHEREAS, the City entered into an Agreement for Consulting Engineering Services with Clough, Harbor & Associates LLP ("CHA") for the engineering and design of the Southern Connector, now known as the Champlain Parkway, on October 14, 1999, for a contract amount of \$1,421,581.01; and

WHEREAS, Amendment No. 1 to the Agreement for Consultant Engineering Services was executed on May 9, 2003, establishing a total contract amount of \$3,600,006.27 for work performed through October 2006; and

WHEREAS, Amendment No. 2 to the Agreement for Consultant Engineering Services was executed on November 18, 2010, establishing a total contract amount of \$5,763,063.18; and

WHEREAS, Amendment No. 3 to the Agreement for Consultant Engineering Services was executed on November 30, 2012, establishing a total contract amount of \$5,947,750.69; and

WHEREAS, Amendment No. 4 to the Agreement for Consultant Engineering Services was executed on June 5, 2013, establishing a total contract amount of \$6,181,750.69; and

WHEREAS, the funding ratio for the Champlain Parkway is 95% Federal, 3% State and 2% Local, whereby the City entered into a Cooperative Agreement with the State of Vermont Agency of Transportation to cover Champlain Parkway costs per the above referenced ratio; and

WHEREAS, the Champlain Parkway project currently has Maximum Limiting Amount of \$8,250,000.00 for the project; and

WHEREAS, in an effort to maximize the use of existing funds and keep CHA under contract and working to advance this project, the city has proposed Amendment No. 5 to the Agreement for Consultant Engineering Services Contract, whereby the existing contract will be increased by \$606,766.73, which will bring the revised total contract amount with CHA to \$6,788,517.42; and

WHEREAS, the Finance Board reviewed and approved and recommended approval by the City Council for Amendment No. 5 to the Agreement for Consultant Engineering Services on October 30, 2013;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes Public Works Director Chapin Spencer, or his designee, to execute Amendment No. 5 to the Agreement for Consultant Engineering Services between the City of Burlington and CHA for an amendment amount of \$606,766.73, bringing the total contract amount to \$6,788,517.42, subject to the prior review and approval of the City Attorney.

Lori Olberg

From: Harold Skorstad <Skorstadh@gmail.com>
Sent: Wednesday, October 30, 2013 11:14 PM
To: Lori Olberg
Subject: Message from Contact Us at www.BurlingtonVT.gov

This message was sent to you because you are a designated recipient for 'City Council' from <http://www.BurlingtonVT.gov/ContactUs>
Sent on 10/30/2013 11:13:52 PM from IP Address: 71.181.4.158

Comment/Question: The city council meeting this Monday was nothing short of a farce, let me explain why. It was clear from the outset that you had no interest in hearing the opposing viewpoint of the opponents of the F35 opposition. Why else would you censor the gentlemen who played a recording of an F16 when it was his turn to address the council? I felt that was censorship at its worst, after all that is exactly what we'll be dealing with when the new jets are based here. But you scolded him saying it was disrespectful, really? How interesting because this is exactly the problem of those of us who live so close to the airport like my family and I so. And the constant smirk on Miro's face whenever anyone opposed spoke was despicable. Oh and let's not forget the endless parade of those in favor of the basing, seemed biased to this witness. I guess in the end the city council is more focused on preserving the military and its unfettered reckless over spending than they are real estate values, people's health and well being and the rights to peace and quiet. But in the end it certainly shouldn't surprise anyone because this administration obviously more concerned with making friends with our state elected officials than he is with the common man. Shame on you!

RECEIVED
2013 OCT 31 A 8:56
BURLINGTON CLERK
TREASURER'S OFFICE

Date: 10/21/2013

To: City Council

From: Tom Papp

Re: South 40 Solar LLC Power Purchase by BED.

(AGENDA ITEM # 8)

Pf 10/21/13

Dear Councilors;

Strathmore's Board of Directors has lingering concerns about this proposed solar project. (Strathmore at Appletree Point is a 192 unit development on 77 acres directly downstream of the project parcel in ward 4. The city is co-permittee on our stormwater permit.)

While we applaud Frank Von Turkovich's efforts to go green, the Board has justifiable concerns about this project, just as we did regarding the last 5 housing developments he proposed for this site.

Our primary concerns are around stormwater flow, wetlands, drainage, tree retention & significant natural areas. These are the same Act 250 criteria that caused the DRB to deny the last permit application.

As you may already know, this project will bypass the normal City Conservation Board, DRB process and follow the State PSB Section 248 process. It is that process that the Board is concerned about because it largely bypasses rebuttal and debate, relying more on pre-filed testimony. There may not even be a requirement for stormwater review, despite the fact that over 20 acres of trees will be clear-cut and drainage onto our properties will be affected.

Strathmore is a \$100,000,000 development with over 500 residents. The bottom line to us is that City Council needs to be aware that signing this power purchase agreement signifies that the Council is comfortable with having some responsibility for the risks and impacts that this project may trigger.

The Strathmore Board's suggestion is that at the very least, Strathmore and the City Stormwater Division's Engineers should be given the opportunity to analyze the stormwater design and determine if the stormwater impacts have been mitigated BEFORE the City Council approves a power purchase and passes overall project approval responsibility to the State.

Thank you for your time and attention.

Sincerely,



Tom Papp, President
Strathmore Homeowners Association
802-862-9795 (h)
802-238-0326 (m)

recent gun incidents in Burlington

September Vermont Gun Incidents

from Carolyn Bates
Burl. 20 Caroline
P/f 10/21/13

- | | | |
|------|------------|---|
| 9/1/ | Burlington | Early morning shoot out in the North End sends 2 men to the hospital . Multiple shots were fired. |
| 9/9 | Windsor | Man accidentally shoots wife in both legs when he attempted to show her his gun |
| 9/10 | Winooski | Drive by shooting @ the intersection of Hickok & River Sts. six rifle shots were fired |
| 9/10 | Barre | 2 handguns were seized in a drug bust at Days Inn |
| 9/12 | Winooski | 2 men arrested in drug bust. 3 guns were found in the home |
| 9/14 | Danby | Man arrested by State Police after pointing a gun and threatening to pull the trigger in family fight |
| 9/22 | Winooski | Woman dies of a gunshot wound. Police are investigating the circumstances |
| 9/25 | Newport | Police take armed suspect into custody after a 4 hr standoff 10 hostages 9 of which were children were held in the home for 3 hrs until police negotiated their release |
| 9/25 | St. Albans | Apparent road rage incident results in woman dying from six gun shot wounds. Police found 3 firearms in the shooter's car |
| 9/26 | Windham | Man accused of firing his gun at a jogger during an argument on 9/20 is charged with reckless conduct |

August Gun Incidents In Vermont

8/4 Burlington

Woman robbed at gun point while waiting for a bus

8/13 Fairlee

Murder/suicide by rifle. Court order had been issued for husband to surrender gun

8/14 Brattleboro

Federal investigation results in raid where at least 6 rifles and 9 handguns were taken

8/17 Burlington

Man arrested for assault w/ deadly weapon, a loaded 9mm semi automatic handgun

8/19 Williston

Woman waves a gun at a passing vehicle because she thought the driver was speeding

8/27 Brandon

Man arrested w/rifle and handgun after argument with his neighbor during which he pointed the gun at the victim's head

8/27 E. Montpelier

Armed home invasion and robbery

8/30 Cambridge

State police arrest 3 people in connection with an armed robbery at a pharmacy

Vermont Gun Incidents in July 2013

7/5	Pittsford	35 yr. old man charged in shooting death of his girlfriend. Three young children were in the home at the time of the shooting.
7/15	Charlotte	man faces charges after state police said he held a gun to his girlfriend's head and threatened her
7/16	Burlington	man tells police he shot hole through his floor to fend off a burglar
7/17	Westfield	man charged with first degree murder for shooting male victim multiple times
7/21	Randolph	two men charged with grand larceny after stealing a rifle and selling it to a local gun store
7/21	Rutland	unidentified person fired a gun in the Pearl St. neighborhood
7/22	Barre	two brothers charges with burglary and assault after threatening to kill a man and his dog when robbing him of \$1185.
7/23	Strafford	man charged with firing shots inside his home during an argument with his son
7/24	Barton	62 yr old man charged with shooting death of his girlfriend after an argument
7/24	Guildhall	woman charged in shooting her boyfriend with a 12 gauge shot gun outside their home
7/25	Middlebury	armed robbery at Marbleworks Pharmacy
7/25	Burlington	man sentenced to 4 ½ yrs. In federal prison for burglary of Vt. store where 16 hand guns were stolen
7/30	Underhill	man pleads not guilty to entering a couple's home and threatening them with 2 firearms
7/31	Warren	man charged with disorderly conduct after firing shots to express displeasure with his neighbors
7/31	Berlin	police investigating home invasion where victim was struck on the head with a firearm
8/13	Fairlee	murder/suicide by firearm

6/16 – 8/13/13 8 gun deaths in Vt.

Guns June 2013

- | | | |
|------|------------------|--|
| 6/5 | Newport | man accidentally shoots bullet through bedroom window of Orleans County Assistant Judge |
| 6/13 | Rutland | three men plead guilty to firearms crimes |
| 6/16 | Danby | man stabs ex girlfriend and then is shot and killed by her current boyfriend |
| 6/18 | New Haven | 72 yr old man charged with reckless endangerment and aiming a firearm at a 26 yr. old male |
| 6/20 | Peacham | man gunned down in his front yard by wife's ex husband and then shooter took his own life |
| 6/24 | Bristol | armed robbery of a female on Main St. |
| 6/25 | Rutland | bar patron pulled a gun on another customer at a sports bar on Merchant's Row |

Pf - 10/21/13

10/21/2013 Burlington City Council Meeting

Good evening and thank you all for coming out tonight for this very important discussion. My name is Jim Robert, I live in Ward 7, and I want to make three quick points.

Number 1) The Charter Change Committee, the City Council, and the Mayor, by entertaining this resolution- knowingly and willfully are about to violate Vermont State Law; 24 VSA section 2295, which states in part: "...no town, city, or incorporated village, by ordinance, resolution or other enactment, shall directly regulate...the possession, ownership, transportation, transfer, sale, purchase, carrying, licensing or registration of..., firearms, ammunition or components of firearms or ammunition."

Therefore, under Vermont State Law - you have no legal authority to pass the resolution that you are discussing.

Number 2) The Constitution of the State of Vermont, under Article 16 states in part: "That the people have a right to bear arms for the defence of themselves..."

Therefore, it is enshrined in our State's founding law - that citizens of Vermont have a right to own and use arms for self defense. You have no legal authority to LIMIT my right to defend myself.

Number 3) If the City Council passes this resolution, in violation of Vermont State Law and the Constitution of the State of Vermont, it will then be in violation of the 14th Amendment to the Constitution of the United States (Amend. 14, sec. 1); which provides for equal protection under the law. The passing of this resolution will result in the unlawful suffering of the citizens of Burlington to restrictions and violations of rights that all other citizens of the State of Vermont enjoy.

Thank you for your time.

The Vermont Statutes Online

Title 24: Municipal and County Government

Chapter 61: REGULATORY PROVISIONS; POLICE POWER OF MUNICIPALITIES

24 V.S.A. § 2295. Authority of municipal and county governments to regulate firearms, ammunition, hunting, fishing and trapping

§ 2295. Authority of municipal and county governments to regulate firearms, ammunition, hunting, fishing and trapping

Except as otherwise provided by law, no town, city or incorporated village, by ordinance, resolution or other enactment, shall directly regulate hunting, fishing and trapping or the possession, ownership, transportation, transfer, sale, purchase, carrying, licensing or registration of traps, firearms, ammunition or components of firearms or ammunition. This section shall not limit the powers conferred upon a town, city or incorporated village under section 2291(8) of this title. The provisions of this section shall supersede any inconsistent provisions of a municipal charter. (Added 1987, No. 178 (Adj. Sess.), eff. May 9, 1988.)

Reference:

<http://www.leg.state.vt.us/statutes/fullsection.cfm?Title=24&Chapter=061&Section=022>
95

Constitution of the State of Vermont

AS ESTABLISHED JULY 9, 1793, AND AMENDED THROUGH DECEMBER 14,
2010

CHAPTER I. A DECLARATION OF THE RIGHTS OF THE INHABITANTS OF THE STATE OF VERMONT

Article 16. [Right to bear arms; standing armies; military power subordinate to civil]

That the people have a right to bear arms for the defence of themselves and the State-- and as standing armies in time of peace are dangerous to liberty, they ought not to be kept up; and that the military should be kept under strict subordination to and governed by the civil power.

*Bold and underline emphasis added, not in original text.

Reference: <http://www.leg.state.vt.us/statutes/const2.htm>

The Bill of Rights – To the Constitution of the United States

December 15, 1791

Amendment II

A well regulated Militia, being necessary to the security of a free State, *the right of the people to keep and bear Arms*, shall not be infringed.

*This is an individual right as confirmed by the SCOTUS, Heller V. DC, 2008

AMENDMENT XIV

Passed by Congress June 13, 1866. Ratified July 9, 1868.

Section 1.

All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; *nor deny to any person within its jurisdiction the equal protection of the laws.*

*Bold and underline added for emphasis, not found in original text.

Corey Mallon, RN
32 Forest Street
Burlington, VT 05408
802-999-5872

P/f 10/21/13 cc.mts

October 21, 2013

Burlington City Council
City Hall
149 Church Street
Burlington, VT 05401

Re: St. Joseph's School

Dear City Council:

I am writing to oppose the sale of St. Joseph's School to the Burlington School District. I am a proud supporter of our public schools. At the same time, meeting the needs of our public schools should never come at the expense of other essential community services, especially those providing direct service to families.

Currently, St. Joseph's School is used by the VNA Family Room, Robin's Nest Preschool and the AALV. I speak as a parent who is supported by the VNA Family Room. The Family Room provides a place where families with young children can drop in for open play time, learn about child development, learn stress reduction skills, enjoy a healthy meal and also take classes to learn English or practice parenting skills, as well as receive assistance with accessing food, health care and housing.

The Family Room space has been tailored to the needs of children and families. There is a large kitchen and an open bathroom. There are two play rooms. The larger one includes a built-in climbing structure and sand box. The area is large enough to accommodate many families with active children and is entirely accessible. The building is also centrally located to some of Burlington's most vulnerable populations and is on the bus line. It will be impossible for the Family Room to find a comparable space in terms of area, location and customized modifications.

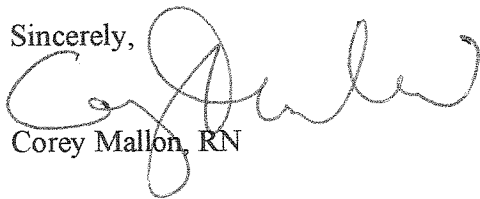
Further, the VNA Family Room and the AALV work closely together to provide a variety of services. By being housed in the same building, resources are shared and the VNA Family Room has developed growing cultural competency in working with New American families. There is hope that the building, if not taken by the Burlington School District, could be converted into a community center.

As both the Burlington School District and the City of Burlington host discussions to talk about racial justice, it is important that their actions actually support racial justice. Forcing the AALV and Family Room to relocate through the sale of St. Joseph's fractures services to all families, but also disproportionately interrupts the services provided both by and to New American families and families of color.

The sale of St. Joseph's School to the Burlington School District likely means the relocation of the collaborative non-profits housed there now. It makes it impossible for the building to have a future as a community center. The services currently provided at St. Joseph's school enhance the ability of families to support our community's children. Our public schools provide our community's children

the education they need to thrive in a challenging world. Public schools and family-centered services should not compete for the very same resources, even the very same building. The Burlington School District must renew its commitment to all of Burlington's children and find an alternative to the purchase of St. Joseph's School.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Corey Mallon', written in dark ink.

Corey Mallon, RN

10/21/13
City Council

From: Kelli Brooks

Re: South 40 LLC Power Purchase by BED

P/f 10/21/13

One of my main concerns regarding this solar project is that due to the nature of it being a utility project it is not subject to the many points of scrutiny that other developments proposals require. Usually there are multiple opportunities for citizens and the city to weigh in and raise important questions. However, once you approve the power purchase agreement, this project goes before the PSB who has received legislative direction to increase renewable energy opportunities in Vermont.

And, fair enough, I too, believe renewable energy should be supported. But I do not support renewable energy at the cost of clearcutting many, many acres of trees, overwhelming our stormwater system and polluting the lake. There has been no storm water impact review by our hydrology engineers or by the people at Public Works.

AND, please take a moment to realize that we are not talking about 25 panels out in a field. This would be hundreds and hundreds, if not a thousand panels in the middle of a residential neighborhood. I can find NO precedence for placing a project of this size in an urban neighborhood and therefore neither can I find research related to the public health concerns of living in such proximity to that much electromagnetic output.

What I can find is an open space protection plan for this city which prioritizes the preservation of wetlands and therefore the water quality of nearby lake champlain, the protection of green space, the importance travel corridors for people and wildlife, tree retention and increased opportunities for dogs off leash. I've also found that the Conservation Legacy Fund has \$700,000 in it to preserve land for exactly these purposes.

I think that first of all, we need to slow down this utility permitting process so we can look at the logistics and sustainability of such a project. I think we should also be asking if it makes much sense to support one environmental project at the cost of dismissing and destroying other clear environmental priorities for this city which we have funding to protect.

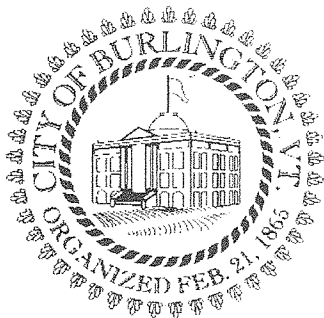
Thank you,

Kelli Brooks

Board Member

Strathmore Homeowners Association

802-318-1069



Office of Mayor Miro Weinberger

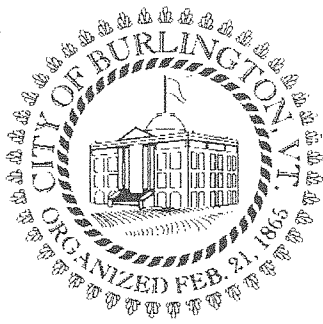
MEMORANDUM

To: City Councilors
From: Mayor Miro Weinberger
Date: October 29, 2013
Re: City Hall Internship Program

As part of Burlington's efforts to increase youth engagement and participation in City government, my Administration began the City Hall Internship Program in the spring of 2013. Based on the success of the spring pilot, we have continued with our internship program, having had a productive group of summer interns and now benefitting from an equally dedicated group of fall interns. Public Engagement Specialist Kesha Ram continues to effectively manage the intern program.

To give you a better sense of the program's success, the City Hall Internship Program Report is attached for your consideration.

Thank you.



Office of Mayor Miro Weinberger

October 29, 2013

2013 CITY HALL INTERNSHIP PROGRAM REPORT

As part of Mayor Miro Weinberger's efforts to increase youth engagement and participation in City government, his Administration began the City Hall Internship Program in the spring of 2013 with a pilot program of five interns. The program complemented work already underway with the Youth Advisory Council, a group composed primarily of high school students with an interest in City government, and a new initiative to connect with area college and university students through the College Leadership Council.

The program was a resounding success. We received continuous positive feedback from both the interns and the community partners with whom they worked. With over 40 applications for 10 spots this past summer, and a number of City projects that could benefit from additional support, we expanded the City Hall Internship Program to support 15 interns serving in a variety of City departments.

INTERNSHIP PROGRAM MODEL

The pilot internship program assigned four interns to the Community and Economic Development Office's (CEDO) Community Development Program and one intern to CEDO's Burlington Lead Program. Interns worked on a range of projects in communications, diversity and equity, sustainability, accessibility, neighborhood services, and more, and received a short handbook designed to help guide their conduct and professionalism.

Building on the success of the pilot, the expanded summer program had a significantly different feel because of an increased number of participants, the involvement of additional City Departments (including the Assessor's Office, Planning and Zoning, the Mayor's Office, and new CEDO divisions), and the inclusion of high school students. Our expectation moving forward is that the summer program will be the largest cohort, with spring and fall sessions including about five participants each.

As with the spring pilot, the summer program was a resounding success for both the interns participating and the City projects that benefited from their work. Five high school interns participated during the summer, and each partnered with a college-age intern to provide additional guidance and support to complete tasks and attend meetings. The City

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802.865.7272 | www.burlingtonvt.gov

also worked with Human Resources and the City Attorney's Office to ensure minors, as a vulnerable population, were partnered only with college interns that had received clearance through background checks. For all interns, the City provided a \$250 stipend upon the successful completion of the internship, allowing students to have some compensation for valuable summer work. Program managers also tried to be flexible with intern schedules to enable participants to hold other jobs. Of the fifteen interns participating, four were men and 11 were women. Three interns identified as people of color, one of whom had arrived recently to the United States. There were five high school students, eight college students, and two college graduates.

We have continued the Program this fall, with a smaller number of participants reflecting the challenging schedules of high school students and an expected decline in the number of applicants (12 applicants for 5 positions). We continue to have a strong and diverse applicant pool.

INTERNSHIP PROJECTS

City Hall interns were able to participate in a mix of day-to-day office work, ongoing tasks and support, and long-term project work. This helped them learn a range of City employee work and be continual assets to their supervisors. Their research and projects were invaluable both as a learning experience for them and in helping to build the capacity of City government to meet the needs of Burlington residents and businesses. Here is a sample of the projects they worked on:

- Identifying challenges and opportunities in the City of Burlington for food trucks
- Planning the summer POPup Moran event
- Compiling a Burlington Business Directory for CEDO
- Researching the appropriate tax structure for properties with photovoltaic panels
- Rewriting Youth on Boards materials in more youth-friendly language
- Exploring municipal roles in childhood anti-poverty models
- Researching best practices for refugee resettlement
- Documenting the need for multicultural space in Burlington
- Helping with the Burlington Diversity & Equity Strategic Plan
- Helping NPAs use social media as an outreach tool
- Conducting door-to-door neighborhood safety surveys
- Creating a checklist for making events and meetings accessible for people with disabilities
- Exploring value and efficacy of participating in Resilient Communities for America
- Researching "Adopt-a-Drain" programs in other municipalities nationwide

CITY HALL INTERNSHIP FEEDBACK

We asked each intern to reflect on their experience and provide advice for future City Hall interns. Their words speak for the program better than any City official could:

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"Interning at City Hall has been one of the best experiences of my life. This internship has really helped to develop my strengths and improve my weaknesses. Thanks to this internship, I have realized that I actually really enjoy doing research. I got a chance to meet many different people in the community and most importantly I have a better sense of the issues the people of Burlington are faced with. With that being said there is not much I would have changed about the internship."

"My projects were challenging. I was always kept busy, and the four projects I was given ensured that I was always doing something different, new, and interesting each day. I would not have changed anything. It was a great experience. [To future interns,] enjoy the experience—you will learn so much, and be able to experience an effective and positive city government administration in action working on an impressive agenda."

"It was a great experience for me because since I started working at City Hall, my life has been changed by the ideas of people and the suffer[ing] of different people from different countries. I highly encourage all the young people to involve in this program if they are willing to change their community and help each other. And make a good connection with different great people and gain knowledge from them as well as share your own ideas. It's a better way of changing the community and whole world."

"I have learned a lot from my time in the Assessor's office, both hard skills and understanding some of the nuances going into being a public servant. Just by virtue of being the office, I learned language of government, of property; I learned how to interact with the public, particularly how to comport yourself in the face of impropriety. All the people that work here in the Burlington Assessor's office have an incredible amount of class and expertise, and it was an honor and joy to work under them."

"During this internship I got to work in the Mayor's office, help out at events, and revise documents for the new Web pages for the City's website. I'm glad to have had the opportunity to experience what a normal day is like in City Hall."

"It was tremendously challenging and hefty work, but it was meaningful and substantive, and it was really rewarding to feel that I was contributing to research that may eventually become policy and affect the daily lives of City residents."

"I really enjoyed hearing about what other interns were doing and what brought them to City Hall. My favorite part about the internship program, however, was the way in which it paired high school students with college or post-graduate interns. I was constantly impressed by the level of professionalism I saw from high school interns. Last year, through Teach for America, I taught 9th graders who read, on average, at a 3rd grade reading level. My interactions with the high school interns this summer have caused me to recognize what my goal should be for my students. I want my students to be well-informed citizens who articulately advocate for themselves, regardless of their age, and I am happy for the reminder that this is possible."

Work for peace not war

USA 33

Dear Burlington City Councilors,

28 OCT 2013 PM 2 T

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.

Disagree - Joan Shannon
I urge you to vote for the resolution to
stop the F-35 basing. Thank you.

Sylvia Holden
signature

SYLVIA HOLDEN
name

189 W. Ave. Burlington 7
address

<http://www.stopthef35.com/> <http://saveourf35vt.org/>

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

RECEIVED
BURLINGTON
TREASURER'S OFFICE
1713 OCT 29 P



BURLINGTON, VT 05401

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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.

EMERCE

signature

Elizabeth Mercer

name

71 Rose St.

address

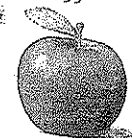
<http://www.stopthef35.com/>

<http://saveourskiesvt.org>

BURLINGTON
TREASURY
OFFICE

13 OCT 29 PM

RECEIVED



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,

28 OCT 2013 PM 2 T

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

signature

name

Jeanne Keller
27 Boldean Pkwy

address

<http://www.stopthef35.com/>

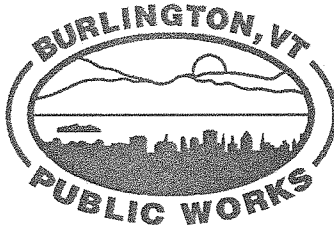
<http://saveourskiesvt.org/>

USA 33



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OCT 29 PM 11:00
BURLINGTON
FIRE ARMS
OFFICE

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



MEMORANDUM

October 31, 2013

TO: Burlington City Council

FROM: Norman Baldwin, P.E.
City Engineer/Assistant Director-Technical Services

RE: Request special consideration to repave St.Paul Street between King and Maple
in lieu of Excavation Fees

The Department has received a request to waive Excavation Fees in lieu of repaving St.Paul Street between King Street and Maple Street

The Department received the request from Mr.Stuart Chase who is the developer currently advancing the residential development project on St.Paul Street on the west side of the block section between King Street and Maple Street, commonly referred to as the Stratos Project at 183 St.Paul Street. As part of the Stratos project the developer made utility connections within the roadway, precipitating the need for the developer to pull an Excavation Permit and at the closing of their permit pay Excavation Fees.

The Excavation Permit Fees currently due are \$ 30,209.76, with 1296 square foot of excavation within the roadway.

As background information, the Excavation Fees are structured to recover costs to rebuild the roadway given the cuts within the roadway reduce the service life of the roadway. The Excavation Fee structure is represented in Chapter 27, Streets and Sidewalk within the Burlington Code of Ordinances.

Administrative fees & Inspection fees :	\$ 1.52 s.f..
Excavation within paved Portion of the right of way	\$ 21.79 s.f.
Total Excavation Fees/Square Foot	\$ 23.31 s.f.

Within Chapter 27 there are no provisions for staff to waive excavation fees in lieu of the developers offer to repave the street.

Stuart Chase as the developer for the Stratos Project has made the offer to

- Repave St.Paul Street between King Street and Maple Street and
- Pay the Administrative & Inspection Fees of \$ 1,969.92

As an alternate to paying the permit fees due of \$30,209.76.

Rather than denying the developer the opportunity to give his proposal fair consideration I had suggested that he present his request to a higher authority beginning with the City Council Licensing Committee and then onto the Full Council. The item was presented to the License Committee and it had received the License Committees vote of support at their Tuesday, October 21, 2013 meeting.

Given Mr.Chase's proposal has meet with the License Committees approval the item is now being presented to the Full Council as the final step in the approval process.

As staff, we have reviewed Mr.Chase's request and we are supportive of the request for a number of reasons.

- Under this proposal the street would repave the street and restore it to a pristine state immediately without delay.
- Under the developers proposal the City is achieving its primary objective to have the private interests restore the roadway surface to a condition better than the pre-development state.

As staff we will be at the upcoming meeting Council Meeting.

Thank you in advance for your thoughtful consideration.

c.c. Stuart Chase
 Ronald Gore, Excavation Inspector