

**COOPERATIVE AGREEMENT  
AMENDMENT #4  
FOR  
ADVANCEMENT OF MUNICIPAL PROJECT  
BURLINGTON STP 5000(16)  
CFDA #20.205: Highway Planning and Construction  
EA-SUBJOB: 5000016-100, 301, 302, 303, 305      Contract No. CA0186**

THIS AMENDMENT #4, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **STATE OF VERMONT**, represented by its Agency of Transportation, with its principal office at 1 National Drive, Montpelier, Vermont 05633-5001 (the **STATE**), and the **CITY OF BURLINGTON**, with its principal office at City Hall, Burlington, Vermont 05401 (the **MUNICIPALITY**) is supplemental to the Agreement executed on August 4, 2006, Amendment #1, executed on July 11, 2008, Amendment #2 executed on March 25, 2009, and Amendment #3 executed on March 3, 2011.

**WITNESSETH:**

**WHEREAS**, the **STATE** and **MUNICIPALITY** mutually agree that the August 4, 2006 Agreement, the July 11, 2008 Amendment #1, the March 25, 2009 Amendment #2, and the March 3, 2011 Amendment #3 should be modified;

**NOW, THEREFORE**, the August 4, 2006 Agreement, the July 11, 2008 Amendment #1, the March 25, 2009, and the March 3, 2011 Amendment #2 are modified as follows:

1. Item #3 on page 9 will be deleted in its entirety and replaced with the following:

**3. Project Costs and Phases.** The parties agree that the **MUNICIPALITY** will perform all tasks and duties incidental to accomplishing the following Project development phases, where an amount of funding is indicated, in conformance with the schedule or amended schedule agreed upon by the parties; and that the **STATE** will pay the state and federal share of all properly documented invoices from the **MUNICIPALITY** for work incidental to the development of the Project up to the maximum limiting amount (MLA) **STATE/federal** amount indicated for that phase:

Phase	MLA			
	Federal \$	State \$	Local \$	\$ Totals
Previous Funds Available to Municipality	5,400,000	0	1,350,000	6,750,000
Funding Transferred from New Earmark	678,486	0	0	678,486
Total Funds Available to Municipality*	6,078,486	0	1,350,000	7,428,486

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

2. Item #4 on page 10 will be deleted in its entirety and replaced with the following:

**4. Allocation of Funds by STATE.** On the basis of the MUNICIPALITY's request for authorization to develop the Project, and subject to the availability of state and federal funds, the STATE agrees to make available to the MUNICIPALITY a sum not to exceed \$0.00 in state funds and \$6,078,486 in federal-aid funds for engineering, right-of-way, utility and railroad relocation where applicable, construction, and construction engineering costs (as described in Section 3 above.

3. Revised Anticipated Completion Date is November 15, 2016.

4. Item #2 on page 9 will be deleted in its entirety and replaced with the following:

**2. Funding Ratio; Municipal Share.** The MUNICIPALITY agrees to pay Twenty percent (20%) of the "Previous Funds Available to Municipality" eligible for state and federal participation, including, but not limited to, administration, engineering, right-of-way, utility, railroad relocation and final construction costs, except for STATE review costs, where applicable. The STATE shall not be responsible for expenses incurred by the MUNICIPALITY except as specified in this Agreement.

IN WITNESS WHEREOF the parties hereto caused this Amendment to be duly executed on the day and year first written above.

STATE OF VERMONT  
AGENCY OF TRANSPORTATION  
(STATE)

CITY OF BURLINGTON  
(MUNICIPALITY)


By: \_\_\_\_\_  
Its [Deputy] Secretary of Transportation

By: \_\_\_\_\_  
Its Duly Authorized Agent

\_\_\_\_\_ dated

\_\_\_\_\_ dated

APPROVED AS TO FORM  
DATED: 10/4/2012

  
\_\_\_\_\_  
ASSISTANT ATTORNEY GENERAL



**COOPERATIVE AGREEMENT  
AMENDMENT #1  
FOR  
ADVANCEMENT OF MUNICIPAL PROJECT  
BURLINGTON STP 5000(19)  
CFDA #20.205: Highway Planning and Construction  
EA-SUBJOB: 500019-100, 101                      Contract No. CA0303**

THIS AMENDMENT #1, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the STATE OF VERMONT, represented by its Agency of Transportation, with its principal office at 1 National Drive, Montpelier, Vermont 05633-5001 (the STATE), and the CITY OF BURLINGTON, with its principal office at City Hall, Burlington, Vermont 05401 (the MUNICIPALITY) is supplemental to the Agreement executed on October 7, 2011

**WITNESSETH:**

WHEREAS, the STATE and MUNICIPALITY mutually agree that the October 7, 2011 Agreement should be modified;

NOW, THEREFORE, the October 7, 2011 Agreement is modified as follows:

1. Item #5 on page 7 will be deleted in its entirety and replaced with the following:

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

Phase	MLA			
	Federal \$	State \$	Local \$	Total \$
Total Available Funds to Subrecipient*	275,348	0	0	275,348
State Management/Review Cost	10,000	0	0	10,000
Total Project Cost	285,348	0	0	285,348

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

2. Item #7 on page 8 will be deleted in its entirety and replaced with the following:

7. **Allocation of Funds by STATE.** On the basis of the MUNICIPALITY's request for authorization to develop the Project, and subject to the availability of state and federal funds, the STATE agrees to make available to the MUNICIPALITY a sum not to exceed \$0.00 in state funds and \$275,348 in federal-aid funds for engineering, right-of-way, utility and railroad relocation where applicable, construction, and construction engineering costs (as described in Section 3 above).

IN WITNESS WHEREOF the parties hereto caused this Amendment to be duly executed on the day and year first written above.

STATE OF VERMONT  
AGENCY OF TRANSPORTATION  
(STATE)

CITY OF BURLINGTON  
(MUNICIPALITY)

By: \_\_\_\_\_  
Its [Deputy] Secretary of Transportation

By: \_\_\_\_\_  
Its Duly Authorized Agent

\_\_\_\_\_ dated

\_\_\_\_\_ dated

APPROVED AS TO FORM  
DATED: 10/4/2012

  
\_\_\_\_\_  
ASSISTANT ATTORNEY GENERAL



**CITY OF BURLINGTON  
DEPARTMENT OF PUBLIC WORKS**

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

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

**MEMO: BURLINGTON CITY COUNCIL  
FROM: STEVEN GOODKIND  
2/13/13  
RE: FEDERAL EARMARKS 5000(19) AND 5000(16) GRANT AMENDMENTS**

Federal earmark 5000(16), with its original agreement in 2006 and three subsequent amendments, has provided the city with \$5,400,000 which has been used along with a local match of \$1,350,000 to construct various improvements in our downtown, including the nearly completed lighting project on Church Street. The city also signed an agreement in 2011 for federal earmark 5000(19) in the amount of \$965,834 (with no match required) to be used for downtown related projects.

All the projects funded under 5000(16) have been essentially completed and those funds have been fully expended. As planned, we need to draw on 5000(19) for the final portion of the lighting project and for some additional work that the Marketplace has requested. The fountain removal was not part of the lighting project, but it has been requested by the Marketplace and funds are available to do it.

The State, after considerable deliberation, has determined that, because we have used 5000(16) funds to pay for the Church Street Lighting Project, any use of 5000(19) funds for that project will require that the funds first be transferred to 5000(16). Once that is done, they can be drawn upon for the lighting project and the removal of the Church Street Fountain.

**We are requesting that the city authorize me to:**

An Equal Opportunity Employer

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- 1) sign amendment #4 to the cooperative agreement for earmark 5000(16) which will increase that agreement's available federal funds by \$678,486
- 2) sign amendment #1 to the cooperative agreement for earmark project 5000(19) which will decrease that agreements available funds by \$678,486.

Once this is done and the balance of the lighting project is paid, there will be about \$248,000 remaining in 5000(16). We intend to use this to remove the fountain. The remaining \$285,348 (minus \$10000 that Vtrans will take as their share) of 5000(19), will be used to fund a portion of the Wayfinding Project and possibly some extra small items related to the lighting project on Church Street. We may be requesting additional amendments regarding those funds in the future.