
* * * **DELIBERATIVE AGENDA** * * *

ORGANIZATION DAY, CITY COUNCIL
MONDAY, APRIL 1, 2013
CONTOIS AUDITORIUM, CITY HALL
7:00 P.M.

1. AGENDA
2. MAYOR'S STATE OF THE CITY ADDRESS
3. OATH OF OFFICE-NEWLY ELECTED AND RE-ELECTED COUNCILORS
4. ELECTION OF CITY COUNCIL PRESIDENT
5. ELECTION OF BOARD OF FINANCE MEMBERS
6. CONSENT AGENDA
 - 6.01. COMMUNICATION: Lori Olberg, Licensing, Voting and Records Coordinator, re:
Accountability List
*waive the reading, accept the communication and place it on file
 - 6.02. RESOLUTION: Acceptance of Vermont Homeland Security (HSU) Grant for Urban
Search and Rescue (USAR) Training Opportunities and Budget
Amendment (Councilors Shannon, Bushor)
*waive the reading and adopt the resolution
 - 6.03. COMMUNICATION: Lise E. Veronneau, Business Manager, Burlington Fire & Police
Departments, re: Vermont Department of Public Safety Grant
AGREEMENT #02140-70132-202
*waive the reading, accept the communication and place it on file
 - 6.04. RESOLUTION: Authorization to Enter into License Agreement to Maintain A Sign
Extending Over A Portion of The City's Right-of-way with Penny
Cluse (Councilors Tracy, Blais: 2012-2013 License Committee)
*waive the reading and adopt the resolution
 - 6.05. RESOLUTION: Authorization to Enter into License Agreement to Maintain Tables
And Chairs on A Portion of The City's Right-of-way with El Gato
Cantina (Councilors Tracy, Blais: 2012-2013 License Committee)
*waive the reading and adopt the resolution
 - 6.06. RESOLUTION: Authorization to Enter into License Agreement with ICV Construction,
Inc. to Use and Maintain Canopies and Wall Sconces Extending Over A
Portion of The City's Right-of-way (Councilors Tracy, Blais: 2012-2013
License Committee)
*waive the reading and adopt the resolution

Members of the public may speak when recognized by the Chair, during the Public Forum (time certain: 7:00 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 April 3, 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, Scott Schrader, Assistant Chief Administrative Officer for Administration (865-7140) or Lori Olberg, Licensing, Voting and Records Coordinator (865-7136) (TTY 865-7142).

- 6.07. RESOLUTION: Authorization to Enter into License Agreement to Erect and Maintain A Sign Extending Over A Portion of The City's Right-of-way with Finnigan's Pub (Councilors Tracy, Blais: 2012-2013 License Committee)
*waive the reading and adopt the resolution
- 6.08. RESOLUTION: Authorization to Enter into License Agreement to Maintain An Awning Extending Over A Portion of The City's Right-of-way with Dobra Tea (Councilors Tracy, Blais: 2012-2013 License Committee)
*waive the reading and adopt the resolution
- 6.09. RESOLUTION: Authorization to Enter into License Agreement to Maintain Tables and Chairs on A Portion of The City's Right-of-way with Dobra Tea (Councilors Tracy, Blais: 2012-2013 License Committee)
*waive the reading and adopt the resolution
- 6.10. RESOLUTION: Authorization to Contract with Alstom Power, Inc. for Maintenance of The McNeil Station Turbine Generator (Councilors Shannon, Decelles, Paul, Bushor: Board of Finance)
*waive the reading and adopt the resolution
- 6.11. COMMUNICATION: John Irving, Burlington Electric Department, re: Turbine Maintenance Contract for Years 2013-2015
*waive the reading, accept the communication and place it on file
- 6.12. COMMUNICATION: Ward 1 NPA Steering Committee on behalf of the Ward 1 NPA, re: Communications from Ward 3 City Councilors to Ward 1 School Commissioner
*waive the reading, accept the communication and place it on file
- 6.13. COMMUNICATION: Robert Cameron, re: Changing City's name
*waive the reading, accept the communication and place it on file
- 6.14. COMMUNICATION: David E. White, AICP, Director of Planning & Zoning, re: Proposed Municipal Development Plan Amendment – **planBTV: Downtown and Waterfront Master Plan** (hard copies of the plan will be distributed at Monday night's meeting)
*waive the reading, accept the communication and place it on file
- 6.15. COMMUNICATION: Burlington Municipal Development Plan, re: I. LAND USE PLAN
*waive the reading, accept the communication and place it on file
- 6.16. COMMUNICATION: Paul R. Sisson, Interim CAO, re: Fiscal 2014 Budget Preparation Schedule
*waive the reading, accept the communication and place it on file
- 6.17. COMMUNICATION: Amy Bovee, Executive Secretary, re: Board of Finance, Monday, February 19, 2013 Minutes
*waive the reading, accept the communication and place it on file
- 6.18. COMMUNICATION: Amy Bovee, Executive Secretary, re: Board of Finance, Monday, March 11, 2013 Minutes
*waive the reading, accept the communication and place it on file
- 6.19. INDOOR, OUTDOOR ENTERTAINMENT PERMIT AND TOBACCO LICENSE RENEWALS (2013-2014): see attached list
*waive the reading, accept the communication, place it on file and approve the 2013-2014 Indoor, Outdoor

Entertainment Permit and Tobacco License Renewals with all standard conditions

6.20. COMMUNICATION: Mohamed Ragab, Taxi Driver, re: License Issue
*waive the reading, accept the communication, place it on file and send a copy to the Airport Taxi Licensing Board for review

6.21. COMMUNICATION: Clerk/Treasurer's Office, re: Openings Burlington City Commissions/
Boards

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

7. INDOOR ENTERTAINMENT PERMIT APPLICATION (2013-2014):

41 Cherry Street LLC, d/b/a Hotel Vermont, 41 Cherry Street

8. INDOOR ENTERTAINMENT PERMIT APPLICATION (2013-2014): Madera's, 180 Battery Street

9. INDOOR ENTERTAINMENT PERMIT APPLICATION (2013-2014):

Pacific Rim Café, LLC, d/b/a Pacific Rim Asian Cafe, 161 Church Street

10. ADJOURNMENT

LOCAL CONTROL COMMISSION
MONDAY, APRIL 1, 2013
CONTOIS AUDITORIUM, CITY HALL

1. AGENDA

2. CONSENT AGENDA

2.01. 2013-2014 CABARET, CLUB, HOTEL, RESTAURANT AND STORE LIQUOR LICENSE RENEWALS : see attached list

*waive the reading, accept the communication, place it on file and approve the 2013-2014 Cabaret, Club, Hotel, Restaurant and Store Liquor License Renewals with all standard conditions

2.02. 2013-2014 OUTSIDE CONSUMPTION PERMIT RENEWALS: see attached list

*waive the reading, accept the communication, place it on file and approve the 2013-2014 Outside Consumption Permit Renewals

3. OUTSIDE CONSUMPTION PERMIT APPLICATION (2013-2014):

Courtyard by Marriott, 25 Cherry Street

4. FIRST CLASS HOTEL LIQUOR LICENSE APPLICATION (2013-2014): Hotel Vermont, 41 Cherry St.

4.01. SECOND CLASS STORE LIQUOR LICENSE APPLICATION (2013-2014): Hotel Vermont

4.02. OUTSIDE CONSUMPTION PERMIT APPLICATION (2013-2014): Hotel Vermont

5. FIRST CLASS RESTAURANT LIQUOR LICENSE APPLICATION (2013-2014):

Pacific Rim Café LLC, d/b/a Pacific Rim Asian Café, 161 Church Street

5.01. OUTSIDE CONSUMPTION PERMIT APPLICATION (2013-2014): Pacific Rim

6. ADJOURNMENT

	8 03/27/13 Accountability List		
Prepared by: Lori Olberg, Licensing, Voting & Records Coordinator			
Meeting Date	Type of Document	Action Requested	Return to Council
1/9/2012	Resolution: Creation of a Financial Literacy Web Page	progress report to the Council by the Interim CAO	2/13/2012
2/13/2012	Resolution: Ongoing and Future Relationship Between the City of Burlington and the University of Vermont	report due back to the Council by the Community Development and Neighborhood Revitalization Committee	3/26/2012
7/16/2012	Resolution: Appointment of Airport Strategic Planning Committee	progress report and a final report and recommendations due back to the City Council	10/29/12; on or before 1/7/13
8/13/2012	Resolution: Strategic Plan Re Fiscal Health of the City	Board of Finance and the C/T Office will work to produce a strategic plan and present said plan to the Council in a worksession	1/7/13; 1/28/13
8/13/2012	Resolution: Landlord Accountability	report due back to CD & NR Committee from the Code Enforcement Office	not-specified
11/26/2012	Resolution: Moving Urban Agriculture Issues Forward	Board of Health to report back to the Council; Planning Commission to report back to the Council	by 04/15/13; by 04/29/13
1/7/2013	Resolution: Charter Change to Prohibit Assault Weapons and High Capacity Clips	Public Safety Committee to convene a series of public hearings and work together with the BSD, BPD, Howard Services and the State Attorney's Office and other relevant organizations to make our schools and City as safe as can be	not-specified
1/28/2013	Resolution: Changes to the Composition of the Ward Redistricting Committee	report on timeline for the redistricting process	4/15/2013
3/11/2013	Resolution: Commission and Board Appointment Process	report due back from the Charter Change Committee to the Council	first meeting in November 2013
3/11/2013	Resolution: Survey to Determine if Commissions and Boards are Functioning Optimally	report due back from the Charter Change Committee to the Council	first meeting in November 2013
3/18/2013	Communication: Burlington Committee on Accessibility Strategy and Plan	future action to be taken	not-specified

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

In the year Two Thousand Thirteen.....

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

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

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

WHEREAS, the Department has been awarded a Vermont Homeland Security Grant of \$77,763.42 to cover all of the associated training costs for four task specific training courses, including employee overtime and backfill expenses;

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

BE IT FURTHER RESOLVED that the FY 2013 budget be and hereby is amended as proposed by the Mayor for the purpose of adding \$77,763.42 in revenues and expenditures for this activity, resulting in a net zero impact on the general fund budget.

INCREASE

Expenditures

Overtime – 101-15-044.5100 -	\$65,763.42
Other Pers Svcs Special Duty – 101-15-044.5200_105 -	\$6,000 (Manning)
Employee Benefits FICA – 101-15-044.5400_100 -	\$1,500
Travel & Training Travel Exp – 101-15-044.6700_110 -	\$2,400
Fees for Svc Hospitality Exp – 101-15-044.6800_140 -	\$2,100

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

INCREASE

Revenue

Grant Public Safety Operating Account 101-15-044-4875_115 \$77,763.42



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

AGREEMENT # 02140-70132-202

Burlington, City of / Burlington City Fire Department

DPS/GMU Use Only

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

DPS Restricted Parties List checked Date: _____ Initial: _____

Risk Assessment completed Date: _____ Initial: _____

VISION Vendor # _____ Address # _____

Entered In: VISION Date: _____ Initial: _____

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

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

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

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

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

Public Safety Subgrant Contacts:

Project Workcenter

Name: Michael Manning

Phone: (802) 241-5414.

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

Grants Management Unit

Name: Kimberly Cruickshank

Phone: (802) 241-5416

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

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

Please initial that you have read and understand each Attachment

_____ Attachment A - Scope of Work to be Performed

_____ Attachment B - Payment Provisions

_____ Attachment C - Customary State Subgrant Provisions

_____ Attachment D - Other Provisions

_____ Attachment E - Funding Source Special Conditions

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

STATE OF VERMONT
Department of Public Safety

SUBRECIPIENT
Authorized Representative

By:

By:

Keith Flynn
Commissioner

Title: _____

Date: _____

Date: _____

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

ATTACHMENT B PAYMENT PROVISIONS

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

TOTAL AWARD AMOUNT: \$ 77,763.42

Provide detailed subgrant budget information here:

Salaries & Benefits \$ 77,763.42

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

PROGRAMMATIC REPORTING REQUIREMENTS:

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

Submit to the Vermont Homeland Security Unit

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

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

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

FINANCIAL REPORTING REQUIREMENTS /PAYMENT REQUESTS:

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

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

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

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

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

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

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

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

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

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.
7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverage's are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverage's and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

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

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

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

**ATTACHMENT D
OTHER GRANT AGREEMENT PROVISIONS**

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

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

1. LOBBYING

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

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

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

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

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

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

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

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

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

ALTERNATE II (GRANTEES WHO ARE INDIVIDUALS)

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

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

4. ORGANIZATIONAL AND FINANCIAL REQUIREMENTS

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

ATTACHMENT E FUNDING SOURCE SPECIAL CONDITIONS

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

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

These referenced documents can be found at:

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



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: BOARD OF FINANCE and CITY COUNCIL

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

DATE: March 21, 2013

RE: Vermont Department of Public Safety Grant
AGREEMENT # 02140-70132-202

This is a request from the **Burlington FIRE Department** to the Board of Finance and City Council to **accept this grant** to conduct training for Task Force Leader and Rescue Team Leaders including:

Swiftwater Operations , <u>April 4 – 8th, 2013</u> - (12 Members)	\$ 17,280.00
Task Force Leader, May 21st – 24th, 2013 - (3 members)	\$ 6,030.00
Rescue Team Manager, June 5th- 7th, 2013- (9 members)	\$ 12,510.00
Machinery Extrication Course , TBD - (28 Members)	\$ 41,943.42

Total \$ 77,763.42

The State of Vermont, Department of Public Safety funding in the amount of \$77,763.42 has been approved per the attached grant.

Grant begins on March 13, 2013 and ends on June 30, 2013.

There is no match requirement for this grant.

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

INCREASE:

Revenue:

Account 101-15-044-4875_115 (Grant Public Safety Operating) \$ 77,763.42

Expense:

Account 101-15-044-5100 (Overtime)	\$65,763.42
Account 101-15-044-5200_105 (Minimum Staffing)	\$ 6,000
Account 101-15-044-5400_100 (Employee Medi-FICA tax)	\$ 1,500
Account 101-15-044-6700_110 (Travel & Training Materials)	\$ 2,400
Account 101-15-044-6800_140 (Fees for Services-Hospitality)	\$ 2,100

TOTAL \$77,763.42

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

CC: Seth Lasker, Fire Chief
Bruce Bourgeois, Deputy Chief

AUTHORIZATION TO ENTER INTO LICENSE AGREEMENT
TO MAINTAIN A SIGN EXTENDING OVER A PORTION OF THE
CITY’S RIGHT-OF-WAY WITH PENNY CLUSE

In the year Two Thousand Thirteen.....

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

That WHEREAS, PENNY CLUSE CAFÉ, INC. d/b/a PENNY CLUSE CAFÉ of Burlington, Vermont (hereinafter PENNY CLUSE) is an establishment doing business in a commercial building located at 169 Cherry Street in the City of Burlington, Vermont; and

WHEREAS, PENNY CLUSE desires to maintain a sign extending over the public right-of-way on its building located at 169 Cherry Street; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED that this City Council hereby authorizes PENNY CLUSE to maintain a sign covering an area of 8 sq. ft. extending over a portion of the public right-of-way on its building located at 169 Cherry Street as indicated in and pursuant to its License Agreement upon entering into the License Agreement in substantially the form attached hereto; and

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

LICENSE AGREEMENT FOR SIGN
WITH PENNY CLUSE REAL ESTATE, LLC
2013-2014 SEASON

This LICENSE AGREEMENT is made by and between the City of Burlington, a municipal corporation organized and validly existing under the laws of the State of Vermont (hereinafter CITY) and PENNY CLUSE CAFÉ, INC. d/b/a PENNY CLUSE CAFÉ, a commercial establishment located at 169 Cherry Street, Burlington, Vermont (hereinafter PENNY CLUSE or LICENSEE).

WHEREAS, the CITY owns property, including the street and sidewalk right-of-way adjacent to 169 Cherry Street and

WHEREAS, PENNY CLUSE stated on its application (attached hereto as Exhibit A) that it wishes to maintain a sign on the building overhanging the public right-of-way directly in front of 169 Cherry Street as shown in the attached photo (hereinafter “sign”); and

WHEREAS, PENNY CLUSE has stated in its permit application that there are no physical barriers around the sign and it will cover an 8 sq. ft. area; and

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

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

W I T N E S S E T H :

The CITY and PENNY CLUSE enter into the following License Agreement:

1. TERM

The CITY grants to PENNY CLUSE (hereinafter LICENSEE) a license to maintain a sign covering an area of 8 sq. ft. extending over the public right-of-way at 169 Cherry Street

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

2. LOCATIONS

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

3. MAINTENANCE

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

4. LICENSE FEE

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

5. REVOCATION

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

6. INSURANCE

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

CITY is named as an additional insured and shall be given 15 days written notification prior to cancellation of such insurance for nonpayment of premium and 45 days notice for any other reason. The certificate shall be attached to this Agreement as Exhibit D and the endorsement shall be attached as Exhibit E

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

7. INDEMNIFICATION

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

8. PERMITS

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

9. NUISANCES PROHIBITED

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

10. ASSIGNMENT OF RIGHTS

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

11. LIMITATION OF RIGHTS

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

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

CITY OF BURLINGTON

Witness

By: _____
Miro Weinberger, Mayor
Duly Authorized

PENNY CLUSE CAFÉ, INC.
d/b/a PENNY CLUSE CAFE

Witness

By: _____
Duly Authorized

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**AUTHORIZATION TO ENTER INTO LICENSE AGREEMENT
TO MAINTAIN TABLES AND CHAIRS ON A PORTION OF THE
CITY’S RIGHT-OF-WAY WITH EL GATO CANTINA**

In the year Two Thousand Thirteen.....

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

That WHEREAS, TREECASA, INC. d/b/a EL GATO CANTINA of Burlington, Vermont (hereinafter EL GATO) is an establishment doing business in a commercial building located at 169 Church Street in the City of Burlington, Vermont; and

WHEREAS, EL GATO desires to place a total of 11 tables and 44 chairs and 2 flower pots that will be properly roped off on all sides in the public right-of-way in front of its establishment at 169 Church Street; and

WHEREAS, EL GATO wishes to enter into a License Agreement with the City for such tables and chairs and flower pots; and

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

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

NOW, THEREFORE, BE IT RESOLVED that this City Council hereby authorizes EL GATO to place 11 tables and 44 chairs and 2 flower pots that will be properly roped off on all sides covering a 336 sq. ft. area on a portion of the public right-of-way adjacent to its establishment at 169 Church Street as indicated in and pursuant to its License Agreement for a period in excess of thirty (30) days upon entering into the License Agreement in substantially the form attached hereto; and

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

LICENSE AGREEMENT FOR TABLES AND CHAIRS AND FLOWER POTS
EL GATO CANTINA
2013-2014 SEASON

This LICENSE AGREEMENT is made by and between the City of Burlington, a municipal corporation organized and validly existing under the laws of the State of Vermont (hereinafter CITY) and TREECASA, INC. d/b/a EL GATO CANTINA, a commercial establishment located at 169 Church Street, Burlington, Vermont (hereinafter EL GATO or LICENSEE).

WHEREAS, the CITY owns property, including the street and sidewalk right-of-way adjacent to 169 Church Street; and

WHEREAS, EL GATO stated on its application, attached hereto as Exhibit A, that it wishes to place a total of 11 tables and 44 chairs and 2 flower pots on the sidewalk area in front of the building at 169 Church Street; and

WHEREAS, EL GATO has stated in its permit application that the tables and chairs and flower pots will be properly roped off on all sides and they will cover a 336 sq. ft. area; and

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

WHEREAS, such use of a public thoroughfare for periods in excess of 30 days requires approval of the City Council under Charter Sec. 48XLIX and Burlington Code of Ordinances Chap. 27, Sec. 27-44;

W I T N E S S E T H :

The CITY and EL GATO enter into the following License Agreement:

1. TERM

The CITY grants to EL GATO (hereinafter LICENSEE) a license to place a total of 11 tables and 44 chairs and 2 flower pots that will be properly roped off on all sides covering an

area of 336 sq. ft. on the public right-of-way at 169 Church Street for a term commencing as of the date of execution of this Agreement and terminating on April 30, 2014 or sooner as provided herein.

2. LOCATION

LICENSEE may use and maintain tables and chairs and flower pots on the public right-of-way not to exceed 336 square feet (hereinafter referred to as the premises) as an outdoor dining area. Licensee must ensure that the sidewalk area is kept clear and at all times there is a 7 ft. right-of-way for pedestrian traffic. The tables and chairs must be placed between the building and the flower pots as approved by the Department of Public Works. A copy of the approved plan is attached hereto as Exhibit C.

3. MAINTENANCE

a. LICENSEE shall maintain the tables and chairs and flower pots in proper condition.

b. LICENSEE shall be responsible for the maintenance and upkeep of the tables and chairs and flower pots and any damage to the tables and chairs and flower pots is solely the responsibility of LICENSEE. Should LICENSEE fail to maintain the tables and chairs and flower pots, this License Agreement is revocable on notice by the CITY to LICENSEE of a violation of this section; however LICENSEE shall have 14 days to cure any problem if it notifies the CITY in writing within three (3) days of its intent to cure the violation.

c. The tables and chairs and flower pots shall be placed in an area totaling 336 square feet, with a proper barrier on all sides, as per the approved plan. The tables and chairs and flower pots shall be placed in accordance with all conditions set by the Department of

Public Works, attached hereto as Exhibit B, and shall not impede the CITY'S ability to maintain the road, sidewalk, parking meters or greenbelt, if any.

d. The tables and chairs and flower pots shall not cause an obstruction or inconvenience to members of the public using the sidewalk, parking meters or street.

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

4. LICENSE FEE

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

5. REVOCATION

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

6. INSURANCE

a. LICENSEE shall maintain in effect throughout the term of this Agreement comprehensive public liability insurance with an A rated insurance carrier, or better, qualified to transact business in the State of Vermont, insuring against all legal liability for injuries or

damages suffered as a result of the exercise of rights granted pursuant to this Agreement in an amount not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. The CITY shall be named as an additional insured on such insurance policy.

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

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

7. INDEMNIFICATION

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

8. PERMITS

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

9. NUISANCES PROHIBITED

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

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

10. ASSIGNMENT OF RIGHTS

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

11. LIMITATION OF RIGHTS

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

DATED at Burlington, Vermont this _____ day of _____,

2013.

CITY OF BURLINGTON

Witness

By: _____
Miro Weinberger, Mayor
Duly Authorized

TREECASA, INC. d/b/a
EL GATO CANTINA

Witness

By: _____
Duly Authorized

lb/c: GM 2013/License Agree for Encumbrance – EL GATO CANTINA, 169 Church St. (Tables & Chairs) 2013
3/25/13

AUTHORIZATION TO ENTER INTO LICENSE AGREEMENT
WITH ICV CONSTRUCTION, INC. TO USE AND MAINTAIN
CANOPIES AND WALL SCONCES EXTENDING OVER
A PORTION OF THE CITY’S RIGHT-OF-WAY

In the year Two Thousand Thirteen

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

That WHEREAS, INVESTORS CORPORATION OF VERMONT d/b/a ICV
CONSTRUCTION, INC. of Burlington, Vermont (hereinafter ICV) is an establishment doing
business in the City of Burlington, Vermont; and

WHEREAS, ICV desires to use and maintain 2 canopies and 5 wall sconces extending
over the public right-of-way in front of the building at 126 College St.; and

WHEREAS, ICV wishes to enter into a License Agreement with the City for such
canopies and sconces; and

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

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

NOW, THEREFORE, BE IT RESOLVED that this City Council hereby authorizes ICV
to use and maintain 2 canopies and 5 wall sconces covering 64.1 sq. ft. extending over a portion
of the public right-of-way adjacent to 126 College St. as indicated in and pursuant to its License
Agreement upon entering into the License Agreement in substantially the form attached hereto;
and

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

LICENSE AGREEMENT FOR CANOPIES AND SCONCES
WITH ICV CONSTRUCTION, INC.
2013 -2014 SEASON

This LICENSE AGREEMENT is made by and between the City of Burlington, a municipal corporation organized and validly existing under the laws of the State of Vermont (hereinafter CITY) and INVESTORS CORPORATION OF VERMONT d/b/a ICV CONSTRUCTION, INC., a commercial establishment located in Burlington, Vermont (hereinafter ICV or LICENSEE).

WHEREAS, the CITY owns property, including the street and sidewalk right-of-way adjacent to 126 College Street; and

WHEREAS, ICV stated on its application (attached hereto as Exhibit A) that it wishes to use and maintain 2 canopies and 5 wall sconces on the front of the building which will overhang the public right-of-way directly in front of 126 College Street; and

WHEREAS, ICV has stated in its license application that there are no physical barriers around the canopies or sconces and they will cover a 64.1 sq. ft. area; and

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

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

W I T N E S S E T H :

The CITY and ICV enter into the following License Agreement:

1. TERM

The CITY grants to ICV (hereinafter LICENSEE) a license to place and maintain 2 canopies and 5 wall sconces covering an area of 64.1 sq. ft. above the public right-of-way on

126 College Street commencing as of the date of execution of this Agreement and terminating on April 30, 2014 or sooner as provided herein.

2. LOCATION

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

3. MAINTENANCE

- a. LICENSEE shall maintain the canopies and sconces in proper condition.
- b. LICENSEE shall be responsible for the maintenance and upkeep of the canopies and sconces and any damage to the canopies and sconces is solely the responsibility of LICENSEE. Should LICENSEE fail to maintain the canopies and sconces, this License Agreement is revocable on notice by the CITY to LICENSEE of a violation of this section; however LICENSEE shall have 14 days to cure any problem if it notifies the CITY in writing within three (3) days of its intent to cure the violation.
- c. The canopies and sconces shall be placed in accordance with all conditions set by the Department of Public Works and shall not impede the CITY'S ability to maintain the road, sidewalk, parking meters or greenbelt.
- d. The canopies and sconces shall not cause an obstruction or inconvenience to members of the public using the sidewalk, parking meters or street and shall be at least 7 ft. above the sidewalk.

e. LICENSEE shall pick up and sweep debris created by its use of the public right-of-way and remove snow and ice from the canopies and sconces within 12 hours after snow ceases to fall.

4. LICENSE FEE

There shall be a fee for this license equal to the encumbrance application fee and the square foot use fee. This fee shall be payable immediately to the Burlington City Clerk's Office. **A license may not be issued if the fees have not been paid.**

5. REVOCATION

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

6. INSURANCE

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

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

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

7. INDEMNIFICATION

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

8. PERMITS

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

9. NUISANCES PROHIBITED

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

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

10. ASSIGNMENT OF RIGHTS

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

11. LIMITATION OF RIGHTS

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

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

CITY OF BURLINGTON

Witness

By: _____
Miro Weinberger, Mayor
Duly Authorized

INVESTORS CORPORATION OF VERMONT
d/b/a ICV CONSTRUCTION, INC.

Witness

By: _____
Duly Authorized

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7 **AUTHORIZATION TO ENTER INTO LICENSE AGREEMENT**
8 **TO ERECT AND MAINTAIN A SIGN EXTENDING OVER A**
9 **PORTION OF THE CITY’S RIGHT-OF-WAY WITH**
10 **FINNIGAN’S PUB**
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14 In the year Two Thousand Thirteen.....

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

16
17 That WHEREAS, AUGUSTA, INC. d/b/a FINNIGAN’S PUB of Burlington, Vermont
18 (hereinafter FINNIGAN’S) is an establishment doing business in a commercial building located
19 at 205 College Street in the City of Burlington, Vermont; and

20 WHEREAS, FINNIGAN’S desires to erect and maintain a sign extending over the public
21 right-of-way on its building located at 205 College Street; and

22 WHEREAS, FINNIGAN’S wishes to enter into a License Agreement with the City for
23 such sign; and

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

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

29 NOW, THEREFORE, BE IT RESOLVED that this City Council hereby authorizes
30 FINNIGAN’S to erect and maintain a sign covering an area of 2 sq. ft. extending over a portion
31 of the public right-of-way on its building located at 205 College Street as indicated in and
32 pursuant to its License Agreement upon entering into the License Agreement in substantially the
33 form attached hereto; and

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

LICENSE AGREEMENT FOR SIGN
WITH FINNIGAN'S PUB
2013-2014 SEASON

This LICENSE AGREEMENT is made by and between the City of Burlington, a municipal corporation organized and validly existing under the laws of the State of Vermont (hereinafter CITY) and AUGUSTA, INC. d/b/a FINNIGAN'S PUB, a commercial establishment located at 205 College Street, Burlington, Vermont (hereinafter FINNIGAN'S or LICENSEE).

WHEREAS, the CITY owns property, including the street and sidewalk right-of-way adjacent to 205 College Street; and

WHEREAS, FINNIGAN'S stated on its application (attached hereto as Exhibit A) that it wishes to place and maintain a sign on the building overhanging the public right-of-way directly in front of 205 College Street as shown in the attached photo (hereinafter "sign"); and

WHEREAS, FINNIGAN'S has stated in its permit application that there are no physical barriers around the sign and it will cover a 2 sq. ft. area; and

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

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

W I T N E S S E T H :

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

1. TERM

The CITY grants to FINNIGAN'S (hereinafter LICENSEE) a license to place and maintain a sign covering an area of 2 sq. ft. extending over the public right-of-way adjacent to

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

2. LOCATIONS

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

3. MAINTENANCE

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

4. LICENSE FEE

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

5. REVOCATION

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

6. INSURANCE

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

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

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

7. INDEMNIFICATION

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

8. PERMITS

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

9. NUISANCES PROHIBITED

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

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

10. ASSIGNMENT OF RIGHTS

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

11. LIMITATION OF RIGHTS

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

DATED at Burlington, Vermont this _____ day of _____,

2013.

CITY OF BURLINGTON

Witness

By: _____
Miro Weinberger, Mayor
Duly Authorized

AUGUSTA, INC. d/b/a
FINNIGAN’S PUB

Witness

By: _____
Duly Authorized

lb/c: GM 2013/License Agree for Encumbrance – Finnigan’s Pub, 205 College St. (Sign on Building) 2013
3/22/13

AUTHORIZATION TO ENTER INTO LICENSE AGREEMENT
TO MAINTAIN AN AWNING EXTENDING OVER A PORTION
OF THE CITY’S RIGHT-OF-WAY WITH DOBRA TEA

In the year Two Thousand Thirteen.....

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

That WHEREAS, WINGTAO, LLC d/b/a DOBRA TEA of Burlington, Vermont (hereinafter DOBRA TEA) is an establishment doing business in a commercial building located at 80 Church Street in the City of Burlington, Vermont; and

WHEREAS, DOBRA TEA desires to maintain an awning extending over a portion of the public right-of-way in front of its establishment at 80 Church Street; and

WHEREAS, DOBRA TEA wishes to enter into a License Agreement with the City for such awning; and

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

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

NOW, THEREFORE, BE IT RESOLVED that this City Council hereby authorizes DOBRA TEA to maintain an awning covering an area of 100 sq. ft. extending over a portion of the public right-of-way adjacent to its establishment at 80 Church Street as indicated in and pursuant to its License Agreement upon entering into the License Agreement in substantially the form attached hereto; and

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

LICENSE AGREEMENT FOR AWNING
WITH DOBRA TEA
2013-2014 SEASON

This LICENSE AGREEMENT is made by and between the City of Burlington, a municipal corporation organized and validly existing under the laws of the State of Vermont (hereinafter CITY) and WINGTAO, LLC d/b/a DOBRA TEA, a commercial establishment located at 80 Church Street, Burlington, Vermont (hereinafter DOBRA TEA or LICENSEE).

WHEREAS, the CITY owns property, including the street and sidewalk right-of-way adjacent to 80 Church Street; and

WHEREAS, DOBRA TEA stated on its application (attached hereto as Exhibit A) that it wishes to erect and maintain a rectangular awning extending over the sidewalk area in front of the building at 80 Church Street; and

WHEREAS, DOBRA TEA has stated in its permit application that there are no physical barriers around the awning and it will cover a 100 sq. ft. area; and

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

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

W I T N E S S E T H :

The CITY and DOBRA TEA enter into the following License Agreement:

1. TERM

The CITY grants to DOBRA TEA (hereinafter LICENSEE) a license to erect and maintain an awning covering an area of 100 sq. ft. extending over the public right-of-way at 80 Church Street for a term commencing as of the date of execution of this Agreement and

terminating on April 30, 2014 or sooner as provided herein.

2. LOCATIONS

LICENSEE may erect, use and maintain an awning extending over the public right-of-way (hereinafter referred to as the premises) to provide a covered area over its tables and chairs for the consumption of food and beverage. The awning is to be attached to the building and must be exactly as described and placed as approved by the Department of Public Works.

A copy of the approved plan is attached hereto as Exhibit C.

3. MAINTENANCE

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

4. LICENSE FEE

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

5. REVOCATION

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

6. INSURANCE

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

CITY is named as an additional insured and shall be given 15 days written notification prior to cancellation of such insurance for nonpayment of premium and 45 days notice for any other reason. The certificate shall be attached to this Agreement as Exhibit D and the endorsement as Exhibit E.

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

7. INDEMNIFICATION

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

8. PERMITS

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

9. NUISANCES PROHIBITED

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

10. ASSIGNMENT OF RIGHTS

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

11. LIMITATION OF RIGHTS

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

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

CITY OF BURLINGTON

Witness

By: _____
Miro Weinberger, Mayor
Duly Authorized

WINGTAO, LLC d/b/a
DOBRA TEA

Witness

By: _____
Duly Authorized

AUTHORIZATION TO ENTER INTO LICENSE AGREEMENT
TO MAINTAIN TABLES AND CHAIRS ON A
PORTION OF THE CITY’S RIGHT-OF-WAY WITH
DOBRA TEA

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

That WHEREAS, WINGTAO, LLC d/b/a DOBRA TEA of Burlington, Vermont (hereinafter
DOBRA TEA) is an establishment doing business in a commercial building located at 80 Church
Street in the City of Burlington, Vermont; and

WHEREAS, DOBRA TEA desires to place 4 tables and 12 chairs in the public right-of-
way in front of its establishment at 80 Church Street; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED that this City Council hereby authorizes
DOBRA TEA to place 4 tables and 12 chairs covering an area of 100 sq. ft. on a portion of the
public right-of-way adjacent to its establishment at 80 Church Street as indicated in and pursuant
to its License Agreement upon entering into the License Agreement in substantially the form
attached hereto; and

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

LICENSE AGREEMENT FOR TABLES AND CHAIRS
WITH DOBRA TEA
2013-2014 SEASON

This LICENSE AGREEMENT is made by and between the City of Burlington, a municipal corporation organized and validly existing under the laws of the State of Vermont (hereinafter CITY) and WINGTAO, LLC d/b/a DOBRA TEA, a commercial establishment located at 80 Church Street, Burlington, Vermont (hereinafter DOBRA TEA or LICENSEE).

WHEREAS, the CITY owns property, including the street and sidewalk right-of-way adjacent to 80 Church St.; and

WHEREAS, DOBRA TEA stated on its application (attached hereto as Exhibit A) that it wishes to place 4 tables and 12 chairs on the sidewalk area in front of the building at 80 Church Street; and

WHEREAS, DOBRA TEA has stated in its permit application that there are no physical barriers around the tables and chairs and they will cover a 100 sq. ft. area; and

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

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

W I T N E S S E T H :

The CITY and DOBRA TEA enter into the following License Agreement:

1. TERM

The CITY grants to DOBRA TEA (hereinafter LICENSEE) a license to place 4 tables and 12 chairs covering an area of 100 sq. ft. on the public right-of-way at 80 Church St. for a term commencing as of the date of execution of this Agreement and terminating on April 30,

2014 or sooner as provided herein.

2. LOCATION:

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

3. MAINTENANCE

- a. LICENSEE shall maintain the tables and chairs in proper condition.
- b. LICENSEE shall be responsible for the maintenance and upkeep of the tables and chairs and any damage to the tables and chairs is solely the responsibility of LICENSEE. Should LICENSEE fail to maintain the tables and chairs, this License Agreement is revocable on notice by the CITY to LICENSEE of a violation of this section; however LICENSEE shall have 14 days to cure any problem if it notifies the CITY in writing within three (3) days of its intent to cure the violation.
- c. The tables and chairs shall be placed in accordance with all conditions set by the Department of Public Works and shall be placed against the building allowing 5 ft. for pedestrian access and shall not impede the CITY'S ability to maintain the road, sidewalk, parking meters or greenbelt.
- d. The tables and chairs shall not cause an obstruction or inconvenience to members of the public using the sidewalk, parking meters or street.

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

4. LICENSE FEE

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

5. REVOCATION

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

6. INSURANCE

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

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

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

7. INDEMNIFICATION

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

8. PERMITS

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

9. NUISANCES PROHIBITED

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

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

10. ASSIGNMENT OF RIGHTS

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

11. LIMITATION OF RIGHTS

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

DATED at Burlington, Vermont this _____ day of _____,

2013.

CITY OF BURLINGTON

Witness

By: _____
Miro Weinberger, Mayor
Duly Authorized

WINGTAO, LLC d/b/a
DOBRA TEA

Witness

By: _____
Duly Authorized

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AUTHORIZATION TO CONTRACT
WITH ALSTOM POWER, INC.
FOR MAINTENANCE OF THE MCNEIL
STATION TURBINE GENERATOR

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

That WHEREAS, the current contract for maintenance of the McNeil Generating Station (“McNeil”) turbine generator has expired; and

WHEREAS, the Burlington Electric Department (“BED”) desires to enter into a contract with a capable company to perform the turbine generator maintenance for years 2013 to 2015; and

WHEREAS, pursuant to the City of Burlington’s purchasing procedures, BED solicited competitive bids for this work and sent requests for proposals (“RFP’s”) to four turbine maintenance entities; and

WHEREAS, Alstom Power Service, Inc. (“Alstom”) submitted the bid having the lowest evaluated cost; and

WHEREAS, Alstom is the original equipment manager (“OEM”) and BED has historically had the OEM perform this maintenance due to the specialized tools, talents and parts necessary for McNeil’s Swiss turbine; and

WHEREAS, the total value of this three-year BED-Alstom turbine generator maintenance contract equals \$268,400; and

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**AUTHORIZATION TO CONTRACT
WITH ALSTOM POWER, INC.
FOR MAINTENANCE OF THE MCNEIL
STATION TURBINE GENERATOR**

WHEREAS, at its regularly scheduled meeting on March 13, 2013, the Burlington Board of Electric Commissioners unanimously voted to approve Alstom’s proposal and authorized BED to enter into a contract with Alstom for maintenance of the McNeil turbine generator; and

WHEREAS, at its regularly scheduled meeting on March 18, 2013, the Burlington Board of Finance voted to approve this resolution and authorized its consideration by the full City Council.

NOW THEREFORE, BE IT RESOLVED by the City Council that the proposal of Alstom is hereby approved and that BED is hereby authorized to accept the proposal and contract with Alstom for maintenance of the McNeil turbine generator; and

BE IT FURTHER RESOLVED, that Barbara L. Grimes, BED General Manager, or her designee(s), be and hereby is authorized to execute said contract with Alstom on behalf of BED with terms that are subject to final review and revision by the City Attorney or her designee.



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

Date: March 20, 2013

To: Burlington City Council

From: John Irving

Re: **Turbine Maintenance Contract for Years 2013 - 2015**

The current contract for maintenance for the McNeil turbine generator has expired. Historically, we have had the original equipment manufacturer, OEM, (Alstom) perform this maintenance, due to the specialized tools, talents and parts necessary for our Swiss turbine. In accordance with Burlington purchasing procedures, we solicited competitive bids for this work. During the next three years, there are no major overhauls planned, only the minor annual overhauls as well as the annual inspections.

Requests for proposals (RFP's) were sent to four turbine maintenance entities for competitive bidding regarding McNeil's turbine contract for years 2013 through 2015. The request was sent to Alstom Power Service, Turbine Generator Maintenance, Turbo Care/Siemens Inc., and Power Plant Services.

Turbine Generator Maintenance did not supply a proposal in the required timeframe, nor did Power Plant Services. Turbo Care supplied a lump sum proposal for annual inspections and time and material rates for annual outages. Alstom supplied a lump sum proposal both for annual inspections and for annual outages, with a breakdown of pricing.

Comparing annual inspection proposed pricing from the two Bidders, Alstom was the low bidder at \$12,200 per annual inspection versus Turbo Care's proposed price of \$15,170 per annual inspection. Comparing Alstom's and Turbo Care's labor rates, they are similar though there was some variance. For example, Alstom's labor rate for Mill Wright Foremen is \$72.50/hr. while Turbo Care's labor rate for a Mechanical Labor Supervisor is \$100/hr. Another example, Alstom's labor rate for a Specialized Advisor is \$264/hr. while Turbo Care's labor rate for a Specialty Engineer is \$260/hr. or a Technical Field Advisor is \$200/hr.

Based on the lowest evaluated cost and that Alstom is the OEM, I recommend that we award the turbine maintenance contract to Alstom Power Service, Alstom Proposal No. L0057 Rev. H. We have had an excellent history with this company in providing these services to McNeil Station.

Do not hesitate to contact me with any questions you may have.



Ward I Neighborhood Planning Assembly
March 14, 2013

BURLINGTON CLERK
TREASURER'S OFFICE

2013 MAR 19 P 3: 06

RECEIVED

Joan Shannon, City Council President
41 Central Avenue
Burlington, VT 05401

Re: Communications from Ward 3 City Councilors to Ward 1 School Commissioner

Dear Council President,

It has come to our attention that two City Councilors contacted the recently re-elected Ward 1 School Commissioner and asked him to step down. We discussed this situation at the March 13th Ward 1 NPA and unanimously voted to voice our concerns in a letter to the City Council President. We are distressed over the lack of respect for the democratic process and the inappropriate use of influence exerted by two of our elected officials. It is our intention in writing this letter to ensure that action is taken to educate the city councilors on the inappropriate nature of their communications, to ensure that current and future city councilors know that this type of behavior is inappropriate, and to ask that any policy or procedures or codes of conduct be updated to deter this behavior from occurring in the future.

It is our understanding that after the voters went to the polls and the results were announced but before the recount, Ward 3 City Councilor, Vince Brennan, sent an email on March 6th to one of the candidates for school commissioner, Keith Pillsbury. In his email, Councilor Brennan asked Keith Pillsbury to step down, and from what we know, this email threatened public pressure if the school commissioner did not comply. He seemed to be exerting undue influence based on his role as a city councilor. It is our understanding that Ward 3 City Councilor, Rachel Siegel, also sent an email asking the school commissioner to resign.

We have no knowledge that the candidate they were supporting, Kyle Dodson, initiated or knew anything about these communications before they were sent. The re-elected school Commissioner, Keith Pillsbury, did not initiate and knew nothing of the discussion at our NPA and vote of the NPA participants and he was not present at the March 13th NPA. We are writing this letter based on our collective sense of wrongdoing, a desire to protect the democratic process, and our desire to ensure that our elected officials act professionally and appropriately in their roles.

While the tone of this letter is measured, the discussion engaged in at our NPA expressed our deep concern over the situation. The communications of the city councilors were described in terms ranging from "inappropriate" to "reprehensible."

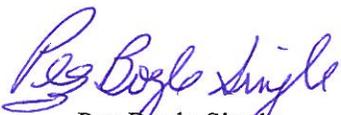
As is customary for our NPA when a follow-up is appropriate, we will be inviting you, as City Council President, to a future NPA in order to update us on this situation. We ask that if any of our facts are incorrect, you correct us. We are also asking that you describe the follow-up actions taken by you or the appropriate persons to ensure that these behaviors do not occur in the future.

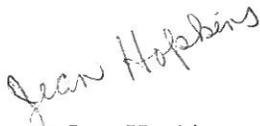
Thank you for your time and consideration.

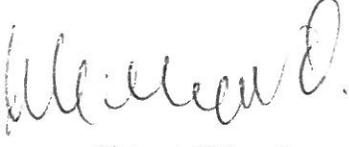
...

Sincerely,

Ward 1 NPA Steering Committee on behalf of the Ward 1 NPA


Peg Boyle Single


Jean Hopkins


Richard Hillyard


Jim Langan

Cc: Miro Weinberger, Burlington Mayor, City Hall
Sharon Bushor, Ward 1 City Councilor, 52 East Avenue
Kevin Worden, Ward 1 City Councilor, 23 Brookes Avenue
Vince Brennan, Ward 3 City Councilor, 175 Park Street
Rachel Siegel, Ward 3 City Councilor, 21 Pitkin Street
Kyle Dodson, Candidate for Ward 1 School Commissioner, 502 North Street
Keith Pillsbury, Ward 1 School Commissioner, 25 University Terrace

RECEIVED
2013 MAR 19 P 3:07
BURLINGTON CLERK
TREASURER'S OFFICE

Lori Olberg

From: Robert Cameron <bob_a_cameron@hotmail.com>
Sent: Wednesday, March 27, 2013 2:10 PM
To: Lori Olberg
Subject: Message from BurlingtonVT.gov/ContactUs

This message was sent to you because you are a designated recipient for 'City Council' from <http://www.BurlingtonVT.gov/ContactUs>
Sent on 3/27/2013 2:10:14 PM from IP Address: 65.92.15.16

Comment/Question: Would you mind changing your city's name? It keeps coming up on a Google search with Burlington Ontario, which is almost 4 times larger in population than your little town. Much obliged.

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MEMORANDUM

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

FROM: David E. White, AICP, Director of Planning & Zoning

DATE: Thursday, March 28, 2013

RE: Proposed Municipal Development Plan Amendment – **planBTV: Downtown and Waterfront Master Plan**

It is with great pleasure and enthusiasm that I am able to provide for your consideration the attached proposed amendment to the *Burlington Municipal Development Plan* as unanimously recommended by the Burlington Planning Commission.

As you are all well aware, **planBTV: Downtown and Waterfront Master Plan** is the result of the most comprehensive, energetic, creative, inclusive and responsive planning effort Burlington has ever seen. This effort has engaged and been responsive to thousands of people through dozens of meetings and events, online and in-person, through the media and the visual arts. We have received thousands of ideas and comments from thousands of residents, businesses, interest groups and visitors.

The plan focuses on a set of "Place-Based Themes" built around a long-held vision for a more sustainable community centered on increasing the economic vitality of the core of our city - its heart, soul and economic engine. We then assembled a collection of "Big Ideas" that would be crucial to achieving our vision. Finally, using time-tested urban design principles that underpin successful communities around the world, we developed a series of illustrations to demonstrate how these ideas might be manifested on the ground, and what a future Burlington might look like in order to improve understanding. The final product represents a community vision and consensus for the future of our downtown and waterfront - a vision that respects our past and builds upon our many assets for the benefit of future generations.

In order to comply with statutory requirements (24 VSA 4385), the City Council is required to hold two public hearings prior to taking action to adopt the amendment. In consultation with Council President Shannon, these have been warned for 29 April and 6 May. Final action to adopt this plan could take place at your 6 May meeting.

City staff is available to answer any questions you may have, as well as to make a public presentation regarding this proposed amendment at your public hearings.

Thank you for your consideration.

I. LAND USE PLAN

Vision Statement

This Plan envisions Burlington as a city where...

*... **neighborhoods** are the heart and soul of the community, and possess a strong identity. Neighborhoods are linked to each other via a network of greenspaces, public transit, pedestrian, and bicycle routes. Historic patterns of development and architecture are respected, while future growth reflects changes in family, work and travel patterns by offering a range of housing choices. Everyday services such as markets, pharmacies, and childcare are concentrated in higher density mixed-use activity centers that serve the immediate needs of the surrounding neighborhood. Local streets are reclaimed as public spaces, oriented to pedestrians, with minimal through traffic.*

*... the **downtown** is a distinctly urban place serving as the historic core of the county's educational, economic, cultural, and governmental center. Downtown Burlington is a high density, mixed-use growth center that has blended the need for concentrated and efficient development with a respect for the city's architectural heritage and natural environment. Vacant and underutilized land and buildings have been adaptively reused for housing, shops, and offices. An integrated system of regional and local public transit, bicycle routes, and pedestrian paths are increasingly competitive with individual automobiles as the preferred mode of travel thus reducing the need for single-passenger automobiles. Downtown Burlington is also a neighborhood - offering housing for a range of income levels and household types, everyday services, and employment opportunities.*

*... religious, educational and medical **institutions** have a respected place in the community, and play a vital role in the city's economy and social well-being. Development of academic and medical campuses, including additional housing, is concentrated on core campuses in order to minimize impacts on adjoining residential neighborhoods. Working cooperatively with the City, neighborhoods, and business community, the institutions share their valuable skills, resources, and leaders to help address development, transportation, housing, social, and neighborhood issues within the community. Historic properties have been adaptively reused and redeveloped to ensure they continue to contribute to the community and neighborhood. Development of property owned by religious institutions is in some cases being redeveloped into higher density mixed-use developments or preserved as open space.*

... Lake Champlain and the Winooski River, are protected and cherished as valuable natural and economic assets of the community. The Downtown Waterfront offers a dynamic mix of year-round recreational, cultural, commercial, and residential uses, and is physically and architecturally integrated into the downtown and surrounding neighborhoods. Commercial development on the waterfront compliments and enhances other commercial districts in the City. Public access and circulation is provided by an integrated system of regional and local public transit, ferries and shuttles, bicycle routes, and pedestrian paths. The shorelines outside of the downtown and along the river remain largely undeveloped with a network of protected conserved lands including natural areas offering habitat and travel corridors for wildlife, trails and bike paths for passive recreation, and agriculture. The ecology and natural and cultural history of the shoreline are protected and interpreted for the public.

*... the city's unique **natural systems and open spaces** are identified and protected through a combination of public acquisition, stewardship, and creative site planning, and function as vital components of the city's infrastructure and economy. The Lake Champlain shoreline, Winooski River corridor and Intervale, Centennial and Englesby Brooks, and other significant natural areas have been the focus of these efforts.*

LAND USE POLICIES

THE CITY OF BURLINGTON WILL...

- **Protect natural areas from harmful and incompatible development, and maintain the integrity of natural systems.**
- **Conserve and strengthen residential neighborhoods.**
- **Encourage the adaptive reuse and historically sensitive redevelopment of under utilized sites and buildings**
- **Encourage mixed-use development patterns, at a variety of urban densities, which limit the demand for parking and unnecessary automobile trips, and support public transportation.**
- **Strengthen the City Center District (CCD) with higher density, mixed-use development as part of the regional core while ensuring that it serves the needs of city residents, particularly those in adjacent neighborhoods.**
- **Target new and higher density development into the Downtown, Downtown Waterfront, Enterprise District, Institutional Core Campuses, and the Neighborhood Activity Centers.**

- Encourage development of an active, urban waterfront that offers a mix of uses, is open to the public and linked with adjacent neighborhoods.
- Strengthen the Pine Street corridor for commercial - industrial development while minimizing adverse impacts on adjacent residential neighborhoods.
- Encourage light industry, the creative arts and technologies, and manufacturing and incubator space for new and emerging business in appropriate locations including the Pine Street corridor.
- Support the development of the proposed Intervale Eco-Park to provide opportunities for value-added processing of agricultural products and develop synergistic relationships between agricultural and energy-related businesses.



INTRODUCTION

Future development and investment in the City of Burlington are guided by a diverse set of policies and strategies intended to encourage and facilitate development in specific parts of the city. The following section outlines the principal land use and development pattern to be implemented over the next 10-20 years, and serves as a policy umbrella to the other sections of the Plan that follow. It defines *where* and *how* future development is to occur. All of the other sections offer more detailed information and guidance in specific areas such as transportation or urban design that will help to facilitate this pattern.

This section of the Plan is strategic in its approach, and does not offer information or insight for all portions of the city. Instead, it focuses on areas of the city that are targeted for future development or redevelopment. These areas are the **Downtown Improvement District**, the **Downtown Waterfront**, **Institutions**, **Neighborhood Activity Centers**, the **Enterprise District** and **Brownfields**. Additionally, this Plan identifies individual neighborhoods that are in a state of change and require strategic planning and investment in order to meet community goals. These neighborhoods are **Riverside Avenue**, **Mill-Grove Street**, the **Old North End Enterprise Community**, and the **South End neighborhood**. Where this Plan is silent regarding a specific part of the city – primarily low-density residential areas, it is intended that those areas remain largely unchanged, and that the current development and use patterns remain as they are in order to preserve and maintain a high quality of life.

A Regional Growth Center

Burlington is at the heart of a larger urbanizing region that is the principle economic and cultural engine for the northern Champlain Valley, as well as the state of Vermont. While Burlington only makes-up a small portion of this area in physical terms (~10 square miles or 1.66% of Chittenden County's land area), the surrounding area is often distinguished by its proximity to the city. The city itself is the largest, and the most intensely developed community in Vermont with a population more than two-times that of its neighbors. The historic development pattern of the region is characteristic of New England with higher density mixed use compact centers surrounded by working farms and forests, and served by basic infrastructure - the definition of what we today call a "growth center." These features help to define Vermont's unique identity, support our high quality of life, and form the qualities that attract new business development and tourism.

However, the traditional development pattern has become blurred and is threatened by suburban development on the fringes of the city including large single-use developments such as shopping malls and planned residential subdivisions, strip commercial development along major highway corridors, and the continued dominance of the automobile with its associated parking lots, traffic congestion and ever-expanding highways. This trend is not only a threat to the region's traditional patterns of development, but also to our future economic growth, natural environment, and sense of community.

Geographically, Burlington is only a small part of the surrounding region, and has no extraterritorial authority over land use and development in adjoining communities. Responsibility and ability to reverse this trend of suburbanization lies therefore with each nearby community, and our willingness to collaborate together as a region on land use and public investment issues.

The 2001 *Chittenden County Regional Plan* placed much of Burlington within a “Metropolitan Planning Area” which also includes portions of the cities of Winooski and South Burlington. The Regional Plan presents a hierarchy of progressively larger scale and more intense mixed-use development pattern. The creation of these “planning areas” follows Vermont’s land use planning goals which seeks to define “growth centers¹”, and provides a very important framework to focus a wide range of objectives and policies governing future land development. The purpose of the regional growth center is to “contain the county’s largest buildings and highest residential densities. Since most of the enterprises and services having a substantial regional impact are anticipated to be located in a Metropolitan Planning Area, it should receive the highest priority for public sewer and water infrastructure. An emphasis on non-automotive modes of transportation to allow for easier pedestrian access.”

The City welcomes the opportunities and responsibilities that are associated with serving as the historic core of a regional growth center. The boundaries of this area however must reflect existing and proposed development within the city, and recognize the fact that portions of this area may be either unavailable or undesirable for future development. Expansions and adjustments to the regional growth center boundaries in Burlington should be considered in order to facilitate and accommodate the proposed concentrations of development.

For the Regional vision to become reality, all communities must work together towards a more sustainable pattern of development. As such, Burlington has long advocated for a stronger voice in regional decision-making through population-based representation on regional planning organizations. A more traditional pattern, through the use of carefully planned growth centers, is necessary to protect and invigorate existing cities and villages, maintain working farm and forest lands, and bring back a more sustainable and affordable form of community development.

Growth centers throughout the region should reflect traditional settlement patterns and be served by adequate infrastructure including public transportation. The number and size of growth centers must be based on reasonable projections of future growth, and their capacity to accommodate high-density development – primarily as infill and adaptive reuse. They must be small enough to concentrate development, yet large enough to accommodate the projected growth. And finally, growth centers themselves must encourage higher density mixed-use development, respect historic and cultural resources, preserve and create pockets of greenspace where possible, and promote public transit, walking and biking as the preferred forms of transportation. The Regional Plan should

¹ The concept behind “growth centers” is to concentrate higher density mixed use development into traditional’ development centers in an effort to preserve and maintain the surrounding rural landscape.

lead this process with a detailed plan for regional growth and development that emphasizes compact development and serves to discourage sprawl.

A Vermont City

By nearly every definition, Burlington is a city. A city, however, at a smaller, Vermont scale. Burlington has tall buildings, but most remain under five to eight stories; an important airport and public transit; colleges and a university, theaters and galleries, offices, restaurants, hotels, banks and shops - yet still only around 40,000 residents.

Burlington is also, in many ways, a traditional Vermont village in both form and function. The city is compact and serves as a central place of commerce, housing, education, industry, and government. People know local shop owners, and often encounter family, and friends throughout their daily travels. This description as both city and village is the essence of what makes Burlington such an attractive place to live, work and visit. Burlington exemplifies the metaphor of the “urban village²” - “a shorthand way of describing the *feel* we want from our cities.” It is not so much a location, but the *feeling* of a place - its personality. Urban villages aren’t built - they evolve.

Burlington character and sense of place is widely celebrated – both locally and nationally. The city’s character has evolved over time by respecting historical development patterns and architecture; cultivating “community” in our neighborhoods; protecting valuable natural, historic, and recreational resources; developing lively cultural events, resources and activities; and putting the needs of City residents above the desires of visitors.

However, as Burlington has continued to evolve, this Vermont City must meet the challenges of accommodating future populations without destroying its character. Nurturing Burlington’s human scale, social character, and sense of place while encouraging future growth and development is the primary objective of the City through the implementation of this Plan.

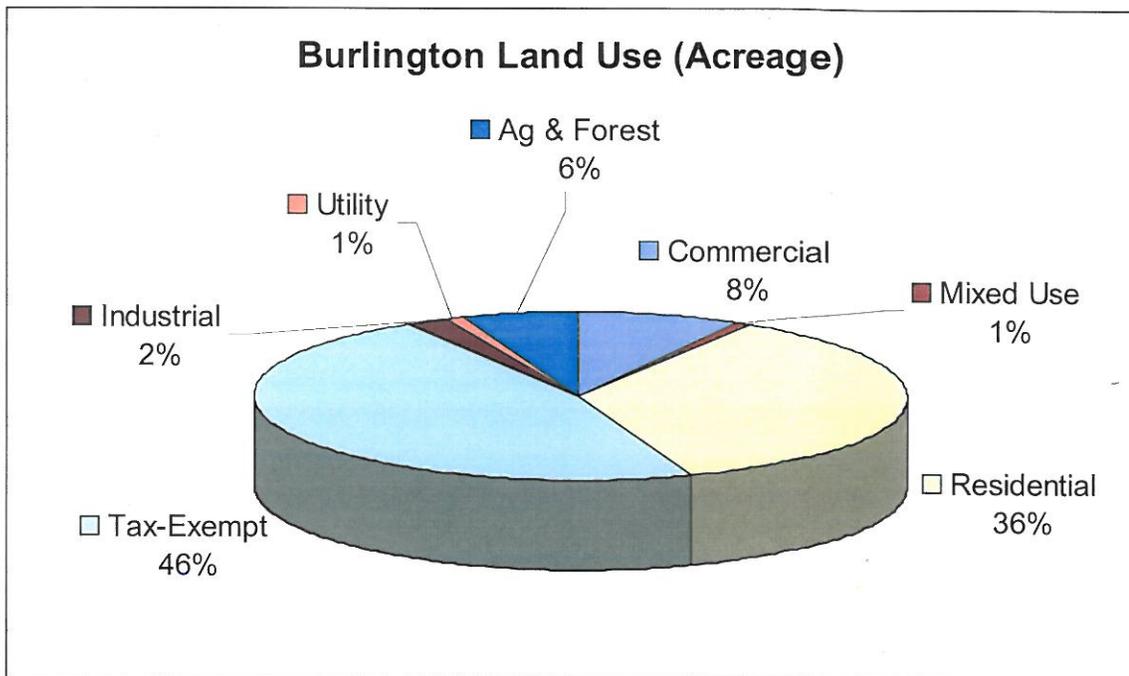


² Sucher, David, *City Comforts: How to Build an Urban Village*. City Comforts Press. Seattle 1995,

ROOM TO GROW

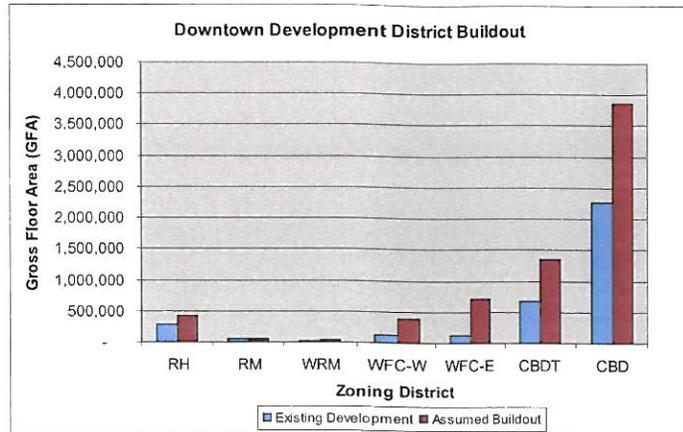
Burlington has relatively little undeveloped land remaining on which to grow. The entire city consists of only 6,457 acres of land. Yet, Burlington will continue to grow, both as a community, and as an important part of the economic, social, and cultural core of the region. This Plan anticipates continued and sustainable growth in housing, services, employment, and population, while protecting the city's natural systems, maintaining its moderate scale and high quality urban design, supporting its neighborhoods, and celebrating its heritage.

The basic land uses in Burlington include residences, commerce, industry, public/semipublic facilities, parks and recreation, and undeveloped land. Residential and tax-exempt lands are the largest categories of use.



Over one-third of the city (21,676 acres) is considered undeveloped land by the City Assessor’s Office. Undeveloped does not necessarily mean un-used however. While these properties may not contain a structure, they may be put to a commercial or industrial use for storage, serve as a golf course or playground, be actively farmed, or used for parking. In many cases, this land is both undesirable and unsuited for development due to seasonal flooding, steep slopes and sensitive natural or cultural features. A vast majority of the undeveloped land in Burlington is exempt from property taxes, which means it is owned by a religious or educational institution, the city or the state, or a non-profit organization.

Vacant land is only a portion of the future development potential however. Many properties remain significantly “underdeveloped”³. Many developed parcels and surface parking lots could be more intensely re-developed with multi-use structures⁴, taller buildings, and smaller setbacks. In 2002 the Planning Department



competed a buildout analysis of the downtown area and found that there remained the potential for an additional 3.5 million square feet (residential and non-residential combined) of development within in designated downtown development district. The exact potential for development on any one site can only be determined by detailed analysis of each parcel. Inefficiently developed properties represent some of the best opportunities for future growth. The City will need to undertake further analysis to better understand the physical capacity of specific parts of the city to accommodate additional development.

Complete build-out of the City is not likely to happen however. Many parcels are substantially developed - some with historic buildings - or include areas that are inappropriate for intense development. Often land characterized as vacant cannot, and should not, be developed because it is either wetland or other natural area, has steep or unstable slopes, or is a small, oddly shaped lot. However, Burlington can easily accommodate additional growth and sustain itself as an important component of the regional hub without threatening the City’s unique qualities and defining characteristics.

The challenge presented by the *Legacy Project Action Plan* will be to define the amount of future growth that is possible and desirable, and develop effective strategies to encourage future growth while retaining the scale and character of the city. These strategies must address two distinct issues that currently face the City: first, how can we ensure a more efficient use of properties that are currently developed to some extent (such as through adaptive reuse of vacant upper floors, or additions); second, is to ensure the most efficient use of properties that are currently undeveloped or undergoing significant redevelopment. It will be a priority of the City over the next 2 years to investigate and evaluate the capacity of the City to grow significantly without having a detrimental effect on our high quality of life.

³ “Underdeveloped” refers to those parcels that are developed at less than 50 percent of the average of the existing or allowable density in the zoning district.

⁴ “Multi-Use Structures” refers to buildings, for example, with: parking below grade, street level retail, and office and/or residential uses above the street.

Open Space Protection

The natural environment is a chief ingredient in defining Burlington’s character - making it one of the most attractive and inviting small cities in the country. Burlington’s citizens, non-profits, and city government have a proud tradition of protecting the city’s sense of place, natural environment, open spaces, and recreational opportunities. Recent studies throughout the country have debunked the myth that conservation and development are inherently at odds. The fact is that open space conservation is good for everyone - residents, property owners, visitors, and businesses alike – and the bottom line. This is a fact that Burlington clearly recognizes and has long benefited.

It was for these reasons that in 1997 the Burlington City Council passed a resolution calling for the creation of “a plan to protect important natural areas and open spaces.” The result was the completion of the *Burlington Open Space Protection Plan* in October 2000, and is hereby incorporated into this plan by reference. This plan presents a far-reaching strategy that will enable the City to pursue and implement its long-held goals for open space protection. The plan provides an over-arching vision for the future of Burlington’s landscape where natural areas, parklands, and greenbelts are physically integrated into the urban fabric to complement development with conservation - where natural and recreational systems play an essential role in enhancing environmental quality, economic prosperity, and quality of life.

Burlington’s “vision” embraces two forms of open space that encompass the character of an urban place within a distinctively natural landscape – *Significant Natural Areas* and *Urban Greenspaces*.

- **Significant Natural Areas** include a unique collection of features and resources that hold regional significance as natural systems and open land, serve to define the character of Burlington, and are at the foundation of the natural systems that support the city.
- **Urban Greenspaces** are especially important to Burlington for softening densely developed neighborhoods providing small areas of refuge from the urban hardscape, and creating an aesthetic within the city that helps define our high quality of life. While not within the original mandate of the *Open Space Plan*, it attempted to offer a framework for establishing the significance of these “Urban Open Spaces” within the

Significant Natural Areas:

- Lake Champlain Shoreline
- Winooski River /Intervale
- Englesby Brook/Ravine
- Centennial Brook/Woods
- Natural Heritage
- Surface Waters

Urban Greenspaces:

- Neighborhood Greenspaces
- Urban Waterfront
- Treebelts



Northshore Wetland



Lone Rock Point

city. Further evaluation and study in this area is necessary and will be undertaken by the City.

Open space protection in Burlington embraces the reality that not all lands can, or even should, be protected from development. As a regional growth center, Burlington must find a balance between conservation and continued development that addresses the needs of the City's diverse population - present and future. By encouraging and accommodating more development, and at higher densities than in surrounding communities, Burlington can also play a very important role in protecting open space and working lands throughout the region. The important thing is to make smart choices based on understanding the resources important to the community's future, and how they work together as part of a more complex system.

Growth Areas

The City of Burlington expects, and welcomes, continued growth and development over the next ten years – primarily in the form of infill, adaptive re-use and redevelopment. In an effort to facilitate future growth, and to continue to encourage urban densities and use patterns, the City will seek to concentrate future higher-density development activity primarily into the following areas:

planBTV – Downtown & Waterfront Master Plan

In the Fall 2010, the City of Burlington was awarded a Sustainable Communities Challenge Grant by the US Dept. of Housing and Urban Development (HUD) which provided a unique opportunity to advance Burlington's place as one of America's most livable and sustainable communities. Burlington's project – known as "planBTV" and incorporated by reference herein – was the result of a 2+-yr planning process for the development of a comprehensive guide for downtown and waterfront development that will foster sustainable economic growth over the next 10-20 years.



The development of a land use and development plan focused on Burlington's Downtown and Waterfront has been a long-standing action item in the Municipal Development Plan since at least 1996. While many other planning efforts involving the downtown or waterfront have taken place over the years, none were comprehensive in scope where land use, transportation, land development, urban design, and public infrastructure were all woven together. Additionally, past examples of comprehensive plans prepared by the City had been done at a city-wide level with broad-brush and high level recommendations. The planBTV study area encompasses the Downtown Improvement District in its entirety, as well as the waterfront and harbor, but does not include the Urban Reserve.

planBTV: Downtown and Waterfront Master Plan refines broad city-wide goals for sustainable development into a focused, actionable, area-specific strategy to ensure the vitality of the central core of our community and enable us to achieve our community

vision. While the over-riding focus of the effort has been centered on improving economic vitality, the plan addresses a wide range of inter-related topics including housing, transportation, climate change, urban agriculture, waterfront and harbor development, parking, land use and urban design. Overall, the final outcome can be summarized around four fundamental themes in order to create a more livable community – **Vibrant Economy, Great Urban Design, Housing Choice, and Transportation Choice**. None can be considered in isolation, and all have a direct influence on the success of each and every other theme.



DOWNTOWN IMPROVEMENT DISTRICT

Burlington's downtown, which is largely encompassed within the newly created Downtown Improvement District⁵, serves as an important part of the region's cultural and commercial core. It is home to several of Vermont's largest financial institutions; offices for city, state and federal government; entertainment and cultural centers such as the historic Flynn Theater and Memorial Auditorium; and destination retail including the Church Street Marketplace and the Burlington Town Center (formerly Burlington Square Mall).

However, downtown Burlington must also serve as a residential area. The City is working hard to encourage additional housing downtown in order to bring people closer to their places of work. Adding housing makes more efficient use of space and public facilities, lessens the need for automobiles and parking, and adds vitality and an improved level of security in the evening. Downtown housing must accommodate (in both affordability and type) all income groups in order to ensure a diversity of residents. It cannot, and must not, become an enclave for either the rich or poor. Growth of housing in the downtown area should keep pace with growth in commercial development. The City encourages housing downtown by offering density bonuses for development that includes public benefits such as public parking and affordable housing. City ordinances ease parking requirements for mixed-use development that includes housing.

The City will continue to attract and support a range of retail and office development in the downtown - diverse in both type and scale. Our priority is to serve the needs and interests of Burlington residents, and we must take care not to make the downtown an

⁵ The Downtown Improvement District was originally created in 1999, and later expanded in 2004. It was created as a special assessment district in part to levy a property-tax surcharge to pay for 2-hours of free parking throughout the downtown area. It is intended to define the portion of the downtown area where much of the City's future development and public investment is desired and will be concentrated, and is a designated "Downtown Development District" under the VT Downtown Program.

exclusive attraction for tourists and visitors. Community-oriented shopping and services (i.e. general merchandise, grocery, pharmacy, hardware, post office, daycare, etc.) must be available to meet the needs of the people who work and live in this urban neighborhood. The completion of the City Market by the Onion River Co-Op. is an excellent example of this type of neighborhood-oriented development. Burlington's downtown also includes a tremendously successful arts and entertainment district which includes regional venues such as the Flynn Center for the Performing Arts and Burlington's Memorial Auditorium, festivals, and a growing array of small galleries and night spots. Opportunities for growth and expansion of this sector are seen as an important downtown development strategy that should benefit all residents.

Finally, parking continues to challenge the vision for additional development downtown, and the City will continue to encourage creative solutions. Examples include placing parking within structures that include street-front retail or office space, or underground whenever the topography of the site makes it advantageous. Improvements to the city's and region's transportation systems hold the most promise by significantly lessening the need to bring cars into the city center. Public transit, such as the College Street and PARC shuttles, commuter rail, and car/vanpools must be expanded and improved.



The Downtown must remain an active and attractive place to visit, live, shop and work. Key elements for future downtown development include:

- Buildings that provide a mix of uses including housing on upper floors and higher activity uses on the ground floor which liven the street;
- Target areas for future public parking developed in collaboration with private development;
- Creation of an expanded Business Improvement District (BID) that could provide services above and beyond what the City provides, just like the Church Street Marketplace does today. This expanded BID could also serve as the transportation management association for downtown coordinating and collaborating on transportation demand management programs and initiatives;
- Housing opportunities of mixed types and for mixed incomes;
- Adaptive reuse of historic buildings and redevelopment of underutilized sites;
- Development at urban densities that minimize air and water pollution, preserve open space, and enhance social interactions and a sense of community;

- Development patterns and densities that favor public transportation and an excellent transportation system that serves residents, businesses and cultural facilities by frequent, accessible and comfortable service;
- Pedestrian and bicycle routes throughout the area and into adjoining neighborhoods including well-marked and convenient pedestrian crossings and wide sidewalks; and,
- Amenities including pocket parks, street trees, flower boxes, street furniture, public art, bike parking, bus shelters, etc.

The City's "Downtown Development District" designation will make various incentives such as state tax credits and loans available to facilitate continued redevelopment and reinvestment in the heart of the city. To gain a better understanding of the opportunities and obstacles for future development, the City has created a detailed area plan specific to the Downtown and Waterfront – planBTV. planBTV identifies and specifies the infrastructure needs, density potential, development logistics and defines design standards. planBTV should serve as the primary tool for guiding private and public investment necessary to ensure the vitality of the city's core.

- City Center District

The City Center District (CCD) is the heart of the city's downtown and its principal growth center. As in all of Burlington's downtown, this central core area, must encourage a mixture of uses, especially housing and cultural facilities, not simply businesses.

Several areas within the CCD remain underdeveloped with room for an additional 1-2 million square feet of development. Much of this land could be used more efficiently by using setbacks that bring buildings closer to the sidewalk edge, building to existing height limits, and including mixed uses where housing and commerce occupy the same structure. General government services of the city, state and federal government should be concentrated in the downtown where they remain accessible without the need for an automobile.

Pedestrian and bicycle circulation should be improved through a network of connecting mid-block pathways extending north/south and east/west throughout the downtown. The initial objective is to provide connections between the Church Street Marketplace and the Downtown Waterfront. One example includes the expansion of a system of paths developed between the Chittenden Bank, Hilton Hotel, and Macy. Another opportunity might include an east/west pathway that could extend Lawson Lane down to the waterfront and up to Center Street. The back rooms of buildings that open on these



pathways could then be used as active commercial spaces. Other connections should include the Hill Institutions and the residential neighborhoods north and south of the City Center District (CCD).

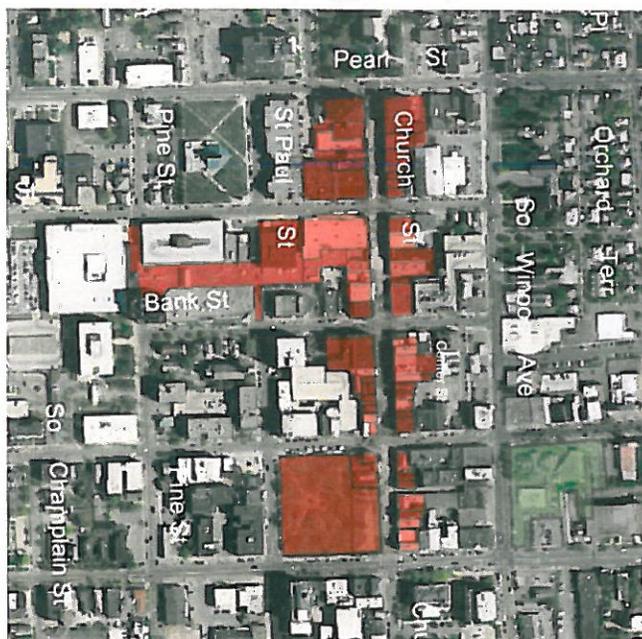
- Church Street Marketplace

The cornerstone of Burlington's retail area is the Church Street Marketplace, attracting approximately 3 million visitors and shoppers annually. The Urban Land Institute notes that the Church Street Marketplace "has kept downtown Burlington the retail center of the region." This four-block long, pedestrian mall is managed by the City through a



nine-member volunteer commission. The Marketplace Commission oversees the maintenance, operation and promotion of the Marketplace. The Commission's nearly \$600,000 budget supports promotional (festivals, events, advertising) and maintenance activities.

The Church Street Marketplace, one of the most successful pedestrian malls in the United States, is abutted by classic buildings, most of which have been handsomely restored in the last decade. Ground floor retail space is complemented by upper story residential and commercial office space. National tenants such as Banana Republic, Old Navy, Ann Taylor, Borders, and The Body Shop blend with distinctive local retailers. The Marketplace is extensively programmed and managed to be a lively place throughout the year with outdoor restaurant seating, street vendors and entertainers, and regularly scheduled public events.



The retail vacancy rate is currently 3.6%. According to a recent survey conducted by the City's Church Street Marketplace Office, there are 17,000 square feet of vacant space on the second and third floors of properties fronting on the Marketplace.

CEDO and Marketplace are working with property owners to convert vacant second and third floors into housing. Residential conversions are either underway or planned in five buildings representing 22,000 square feet of renovated space. Efforts to

revitalize vacant upper floors is a high priority as the City seeks to make the most effective and efficient use of existing buildings, and add to the availability of housing in the downtown area. The Church Street Marketplace is now listed on the National Register of Historic Places, which provides additional financial incentives to facilitate redevelopment and preservation of income-producing historic buildings.

- Urban Renewal District

Innovative development should also be encouraged in the former Urban Renewal District - the northwest quadrant of the CCD. An anchor department store, Macy, and a municipal parking garage for the *Burlington Town Center* have been added to this site, as well as the Marriott Hotel and Westlake condominiums. A new hotel and is currently under construction to complete the development of the Urban Renewal Area.

This area should be the site of intensive mixed-use development including housing, hotels, a small- to medium-sized meeting/convention center, and public exhibition space. The objective is to create a public attraction that helps to link the Church Street Marketplace and the Downtown Waterfront, and to make the most efficient use of the downtown's largest undeveloped site. In doing so, mid-block pathways and public greenspace must be included to facilitate pedestrian and bicycle circulation north-south and east-west. Over the very long-term, the City may consider the feasibility of re-introducing one or more through streets within portions of the urban renewal area in order to ease the flow of traffic through downtown by improving north-south circulation.



THE DOWNTOWN WATERFRONT

Since the early 1800's, Burlington's harbor and downtown waterfront have been an important commercial area, scenic and recreational attraction, and community resource. The Lake Champlain waterfront is the city's premier gateway, and an asset that cannot be duplicated or replaced.

The City's priorities for the Downtown Waterfront – whose extent is defined as the area between the Urban Reserve to the north and the Barge Canal to the south - begin with economic vitality and public access. The vision for the downtown waterfront includes the development of a mixed-use neighborhood. However, an effort will be made to ensure the waterfront remains an economically inclusive zone where residents, businesses and patrons of all incomes and types feel welcome. Pressure to develop the waterfront for exclusively high-income private development will continue to be discouraged. Housing

for persons of all income levels must be available, in addition to a variety of shops, offices, and public amenities.

The waterfront is a public resource, and the public’s use and enjoyment of this resource is the City’s highest concern. Much of the downtown waterfront is filled land, and governed by the state’s Public Trust doctrine thus restricting many private uses. Direct access by the public to the water is encouraged to the greatest extent possible. Circulation patterns in this area must emphasize access for pedestrians, bikes and public transit, and include strong linkages into adjacent neighborhoods. The continued use of precious waterfront land for surface parking is strongly discouraged.



Community Boathouse

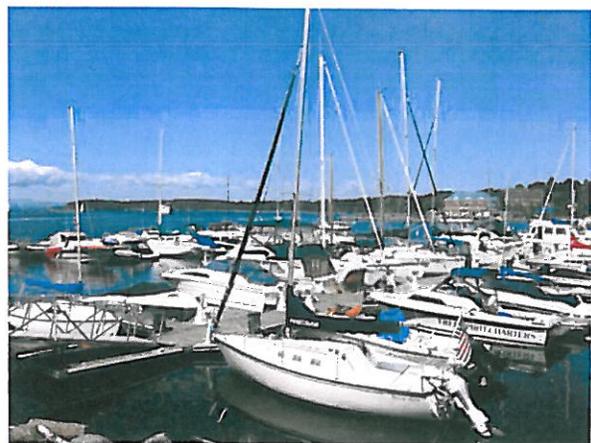
In 1998, the City revised its *Waterfront*

Revitalization Plan for the Waterfront Urban Renewal District. This Plan is a revision of an Urban Renewal Plan prepared by the City in 1990. The 1998 Plan includes 22 projects that are in varying stages of development. New projects include the expansion of the Lake Champlain Basin Science Center, redevelopment of the Moran Generating Station, improved pedestrian and public transit connections with downtown, and

access to adjoining neighborhoods to name only a few. This plan for the future of Burlington’s urban waterfront is incorporated into this municipal development plan by reference.

- Burlington Harbor

The Burlington Harbor Commission and the Dept. of Parks and Recreation have completed the *Burlington Harbor Management Plan* in October 2000, which outlines the future use and management of Burlington’s 3,000-acre harbor. This plan seeks to protect this important resource while balancing a mix of uses that enhance access and enjoyment by the public. The plan subdivides Burlington’s Harbor into two distinct pieces: the “Inner Harbor” that is enclosed and protected by the Breakwater, and the “Outer Harbor” which lies outside the Breakwater to the north and south.



The emphasis of the plan is on water use, and it designates portions of the harbor for various types and intensities of uses. The major thrusts of this plan within the Inner Harbor are to establish fixed moorings, move seasonal boating facilities from the Boathouse to Perkins Pier, make the Boathouse a “Gateway” for transient boaters, expand marina services at the Lake Champlain Transportation Co., and dedicate the northern portion of the inner harbor (between to the Coast Guard Station and the former Moran Station) to community water uses.

A critical next step in this process will be the completion of planBTV to inform future planning decisions at the policy level. A more in depth study that offers greater detail as to the nature, extent and scale of future upland development is still needed to serve the water-based activities proposed – particularly in the inner harbor.

- *Urban Reserve*

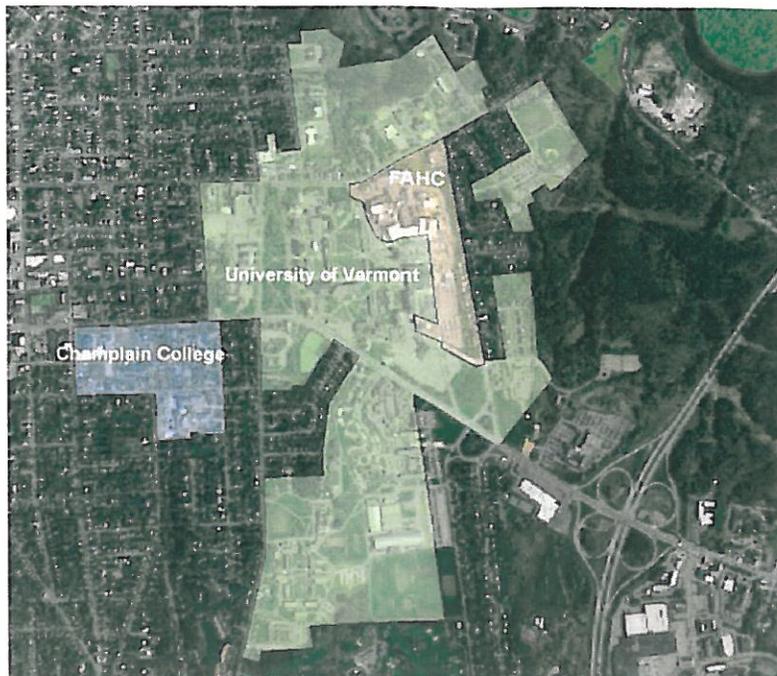
The 40-acre "Urban Reserve" north of the Moran Plant remains largely vacant, and has limited infrastructure making new development costly. In proposing the original purchase of the Urban Reserve, the *1990 Urban Renewal Plan for the Waterfront Revitalization District* stated very clearly that one of the principal motivations for creating this “Urban Reserve” was: “to reserve the right for future generations to determine what level of development should occur at this site.” The citizens of Burlington maintain a strong interest and concern for the future of their waterfront in general, and the Urban Reserve in particular.

In October 1997, the City Council adopted an *Urban Reserve Interim Use and Stewardship Plan*, which recommended that the City maintain the property as passively-used and publicly-accessible open space allowing the continued re-naturalization of the property and reseeding, with opportunities for public education, enjoyment and informal passive recreation. Additionally, the plan committed to the continued investigation and limited remediation of this brownfield site, and to maintaining remnants of the property’s railroad and industrial heritage. The final use of this property remains a large and important issue for the city. A long-term plan for the property should be completed by 2012 - not more than 15 years from the adoption of the Interim Plan.



INSTITUTIONS

Burlington's institutions of higher education and health care play an important role in the city's economy and overall vitality. Not only do they provide nearly 30 percent of all jobs in the city, they serve statewide educational and health care needs, attract new and expanded business to the region, and broaden cultural opportunities within the city. In order to compete in their respective missions, they must continue to change and grow over time. The Institutions do however pose impacts on adjoining residential neighborhoods. Issues such as noise, parking, traffic, housing costs and neighborhood character continue to be of great concern.

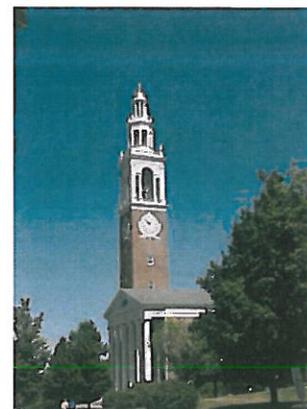


A more urban configuration of each core campus, fixed growth boundaries, more efficient use of existing facilities, and cooperative relationships such as CATMA (Campus Area Transportation Management Association) and partnerships such as UVM's Winooski Falls apartments, will help the Institutions develop without further intrusion into the neighborhoods. In recent years, the City, the institutions and the neighborhoods have worked jointly on the creation of Institutional Core Overlay (ICO) Zones that would concentrate development within their respective core campuses. To-date core campuses have been adopted for Champlain College, UVM and Fletcher Allen. A separate ICO for UVM's Redstone Campus has been contemplated to concentrate future housing.

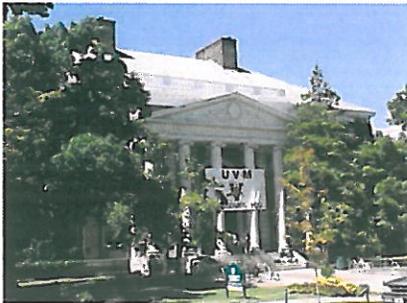
As the Institutions focus future growth within these core campuses, a fresh look should be taken at the current University Campus (UC) zoning district boundaries, and allowed densities outside of the core campuses, to ensure both continue to reinforce safe and healthy neighborhoods with vital and growing institutions.

- University of Vermont

The UVM Board of Trustees are considering a new Campus Master Plan for the University's holdings statewide. As would be expected, it focuses primarily on the Main and Redstone campuses found in Burlington and portions of adjacent South Burlington. This plan outlines a number of strategies to



concentrate university functions within existing boundaries, improve circulation within and through the various campuses (Academic, Athletic, and Redstone), and make more efficient use of existing sites for future development. Additionally, UVM has entered into a partnership with a private developer to provide housing for students as part of the downtown Winooski revitalization project. This is a good model that should be considered for use in Burlington's City Center as well. Finally, there may be opportunities to create and locate research and development space in the city's enterprise district as a means of supporting new business development and technology transfer. All of these go a long way towards balancing the future development needs of the University with a respect for the surrounding residential neighborhoods.



Waterman Building

Perhaps the biggest issue facing the University-City relationship continues to be that of student housing. Students have a tremendous impact on the availability and affordability of housing in the city as well as the quality of life in the residential neighborhoods surrounding the campus. While not all students who live in rental housing attend the University, it has a dominating influence given its size and the composition of its undergraduate population.

The University and the City have struggled over this issue for decades with little result. As part of a City-University agreement, UVM is working to provide additional on-campus housing at University Heights. This is an important and welcomed step, but more will need to be done in coming years to absorb a higher percentage of students who live on-campus. The University currently houses approximately 47% of its degree students on-campus. It is the City's objective that UVM will gradually increase this percentage to no less than 50-52% over the next 3-5 years. Other opportunities for additional on-campus housing include the recently acquired Trinity campus and Redstone campus.

The University and the City must also continue to address quality-of-life issues faced by the residential neighborhoods surrounding the campus. Problems over noise, traffic, parking, and vandalism threaten the stability and tranquility of these residential areas. The University has also agreed to take action against any off-campus student misconduct.

- Champlain College

Champlain College is a small private college located between the University of Vermont and the downtown. Champlain was established in 1878 as a business college, and operated as a two-year college until 1991 when its first bachelor's degree was offered. A graduate program was added in 2002. Today, Champlain occupies 40 buildings on over 22 acres, and serves approximately 1,800 students. Champlain is currently in the process of developing a new campus master plan. This planning effort will need to address how and where Champlain College will grow in the future if it is to meet its goal of increasing its student base without further intrusion into the surrounding residential neighborhood. Opportunities for consideration may include apartment-style housing in the City Center.

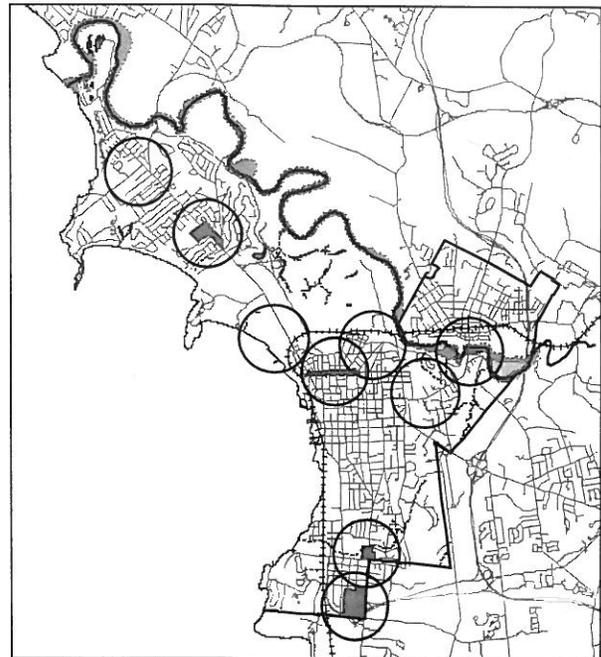
- Fletcher Allen Health Care

Fletcher Allen has made an important strategic decision to make a significant investment in expanding and revitalizing its MCHV-Campus in Burlington. This \$70 million, 607,000 square-foot development project created a new outpatient treatment facility on the MCHV Campus, a new Education Center that physically integrates the hospital complex with the adjacent Medical School at the University, and more than 1,200 underground parking spaces. This development has been largely welcomed by the City and nearby residents. However concerns over traffic into and through the facility, the loss of greenspace, and threats to historic resources and water quality in Centennial Brook remain. As their attention turns to future needs and facilities, including those of the in-patient portion of the hospital, Fletcher Allen will need to continue its efforts to minimize the impacts of parking and traffic, preserve the remaining historic buildings and valued open spaces, and reduce stormwater runoff to allay these concerns.

NEIGHBORHOOD ACTIVITY CENTERS

The *1991 Burlington Municipal Development Plan* introduced the concept of the “Neighborhood Activity Center” (NAC) to encourage small-scale commercial and mixed-use development in convenient neighborhood locations. The NAC applies the growth center concept⁷ at a neighborhood scale.

The intent of the NAC is to take underutilized commercial areas within a residential area, and transform them into higher-density, compact mixed-use settlements. These areas will typically include childcare centers, local banks, grocery stores, offices, branch libraries, pharmacies, small businesses, churches, and housing. NAC’s are close to where people live and oriented to serving the neighborhood, thus lessening the need to drive for local errands and convenience shopping. They may also be attractive locations for community technology centers that provide support and resources to small businesses, and serve as remote offices for larger businesses offering employment for nearby residents.



Neighborhood Activity Centers

In 1994, the City completed a conceptual plan for two Neighborhood Activity Centers – one located on North Avenue at the Ethan Allen Shopping Center, and the other on North Winooski Avenue and Archibald Street. A third site on Shelburne Street

⁷ Growth Centers are areas of higher density, typically mixed-use, development surrounded by working farm and forestland or lower density development.

at the Sears Plaza was only preliminarily considered at that time. Significant redevelopment is either completed or planned for all three of these locations. Unfortunately however, only North Winooski Avenue includes additional housing and multi-story development.

Today, the City takes a broader view of NAC's, and recognizes their potential application across a wider variety of sites around the city. If they are to be successful, they must be within walking distance of nearby residents, and therefore more than just two or three locations throughout the city are necessary. They also need to be designed and scaled to serve the surrounding neighborhood; therefore, a "one size fits all" approach to density or uses may not be appropriate. Finally, they should be linked to the center city via active public transit corridors. Additional locations for the development of Neighborhood Activity Centers include North Street's Commercial District, the intersections of Shelburne Street and Flynn Avenue, North Avenue and Plattsburg Avenue, Colchester Avenue and Mill Street, and the former Trinity College campus and St. Josephs Orphanage. Each site will be evaluated for its ability to serve such a function, and appropriate zoning changes will be developed on a case-by-case basis.

The City will draw infill development into these areas through revised zoning that promotes neighborhood-scale mixed uses, increased density, smaller setbacks, additional parking waivers, and height bonuses for shared and below-ground parking. Convenient access to transit, and bicycle and pedestrian routes, must also be provided. Finally, it is of critical importance that these areas maintain clear and distinct boundaries from the surrounding neighborhood to prevent the spread of the higher densities to the rest of the neighborhoods. Options for consideration will include the creation of a new "urban village" zoning district or the allowance of planned unit developments (PUD's) in these areas of the city.

- North Street Commercial District

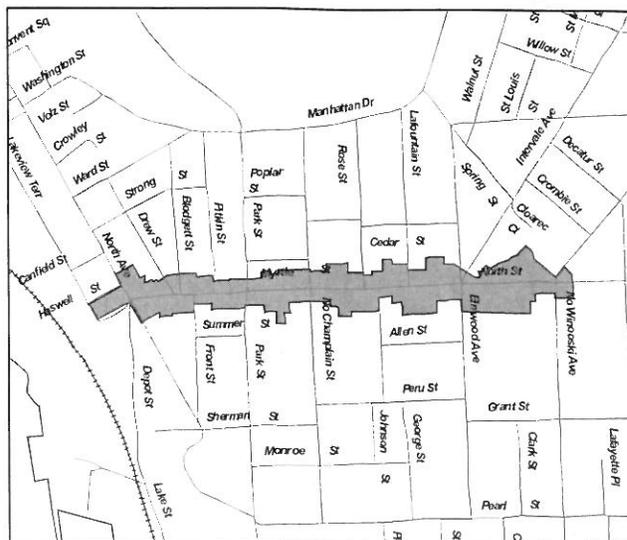
In 1998, the City completed a revitalization plan for North Street's commercial district. The North Street Plan was adopted by the City Council with a specific recommendation that the City's Municipal Development Plan incorporate its principle recommendations. This Plan for the revitalization of the North Street Commercial District is thus incorporated by reference.

Historically, the western portion of North Street (west of No. Winooski Ave.) has served as "Main Street" for Burlington's Old North End (ONE) neighborhood. The intent of the Plan is to create a more livable and pedestrian-friendly environment, and restore community pride and vitality in the commercial district. In doing so, the same concept of higher-density, neighborhood-oriented uses envisioned for NAC's were applied as a strategy for future development and revitalization of this struggling commercial district.

The intent behind the creation of the Plan is to support a mixed-use area that supports locally owned destination businesses and encourages small, neighborhood-oriented businesses. The traditionally working class and ethnically diverse character of the neighborhood will be maintained and supported, and the history of North Street and the Old North End Neighborhood should be celebrated and communicated. The City was successful in listing the North Street Commercial District to the National Register of Historic Places, and will continue to seek Downtown District designation from the VT Downtown Program so that this area can benefit from the full range of incentives for redevelopment available at the state and federal level.

The principle recommendations of the Plan focus on the safe use and enjoyment of the streetscape for pedestrians. A range of streetscape improvements including narrowing the street, widening the sidewalk, raised and painted crosswalks, and creating bump-outs at intersections and crosswalks.

Other improvements include adding street trees and landscaping, the undergrounding of all overhead utilities, and a reconfiguration of the street lighting. While the streetscape and street reconfiguration portions of this Plan were completed in 2005, the City must still work hard with local businesses and residents to ensure the vision for this neighborhood center is fully realized.

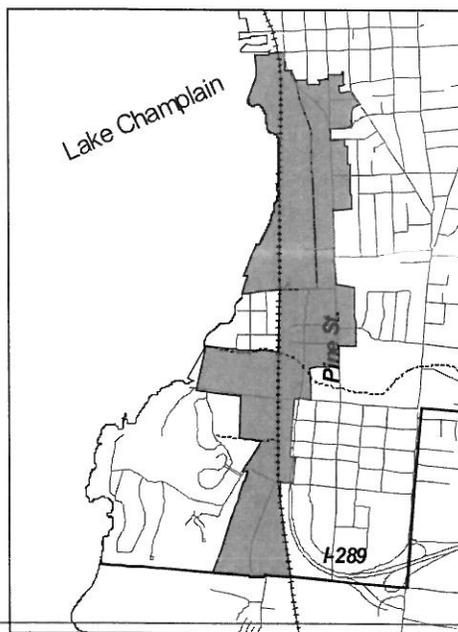


North Street Commercial District

THE ENTERPRISE DISTRICT

Historically Burlington's major industrial corridor, the Enterprise District along and west of Pine Street, has seen new and expanded industrial uses, and the adaptive reuse of old warehouses and factories. The Enterprise District adjacent to the Pine Street corridor is one of the only places in the city where many commercial-industrial uses are permitted. Traditionally, these businesses have provided many well-paying jobs to both white- and blue-collar workers, added significantly to the regional economy and city tax-base, and helped to underwrite the cost of city services and utilities.

However, this area is also adjacent to several residential neighborhoods, and there is growing pressure to allow new uses such as retail and



Enterprise Zoning District

housing that may not be complementary to the area's commercial-industrial character and function. Nearby residents are particularly concerned about the impact of through-traffic, particularly trucks, on neighborhood streets; noise from nearby industrial uses; safety of pedestrians and children; and access to local parks and the lake. The City is working to protect these residential areas from the impacts of nearby industrial uses, and will promote future uses that are less transportation and trucking oriented. Traffic calming techniques and designated truck routes have been employed to discourage through-traffic and trucks in residential areas. The long anticipated completion of the Champlain Parkway should also help to address many of the traffic concerns.



However, tensions over the future direction of this portion of the city remain. Is it to continue as a predominantly commercial-industrial district that supports value-added enterprise, or is it to convert to a more mixed-use commercial district that supports additional housing? While significant change has occurred in the City's manufacturing base over the years, many opportunities remain for the future. The City must maintain some place

where commercial and industrial uses can remain and flourish if the City's objectives as a sustainable community are to be realized. The location, extent and character of this (or these) area(s) must be evaluated within the context of overall citywide objectives for land use and community development.

Planning is underway for the redevelopment of a significant portion of this area surrounding the General Dynamics' site into largely commercial offices. The future of the railyard immediately to the north could well be a deciding factor as well. If the railyard operations are moved out of the city, opportunities to expand rail use and relieve future truck traffic will be lost. The City must first consider the long-term impact on its future commercial-industrial base before turning its back on this important piece of transportation infrastructure. If additional jobs are to be brought into the area, then there must be recognition of the housing demand that this will create and the impact on an already severe housing shortage. Finally, redevelopment of the railyards should keep in mind the recommendations of the *Burlington Harbor Management Plan* that designates this area for seasonal marina services.

Working with businesses and residents, the City must identify areas within the district that remain viable for continued commercial-industrial use, and assess the fiscal impact to the tax-base and ratepayers of any proposed conversion away from commercial-industrial uses. If the City chooses to maintain the commercial-industrial nature of the district, it must then aggressively protect this area from intrusion by incompatible uses, and work to minimize any impacts on adjacent residential areas. Examples should include greater use of rail to minimize truck traffic, and permanent buffers (either vegetative or lower intensity uses) from residential areas. Over the next several years the City will develop a detailed sector plan that outlines future use, infrastructure, greenspace, and circulation needs of this portion of the city.

BROWNFIELDS⁸

The *Burlington Brownfields Pilot Initiative* is an US Environmental Protection Agency (EPA) program that facilitates redevelopment of properties with real or perceived contamination issues through the assessment of environmental risk, remediation planning, and relief from liability. The City has made the cleanup and redevelopment of Brownfields a high priority to improve the environment, increase the tax base, create and retain jobs, and curb sprawl.

The Community & Economic Development Office (CEDO) works with non-profit partners, other City Departments, commercial brokers, developers, and Vermont Dept. of Environmental Conservation to expedite complex transactions. For the second time in three years, the City's Brownfields Pilot was selected by the Environmental Protection Agency as a national "Showcase Community Finalist."

Completed Projects include Architectural Salvage Warehouse, Mill View Apartments, Multigenerational Center, the temporary VT Transit Passenger Terminal, Thelma Maple Housing Coop, and Metalworks.

Recent projects include:

- **Vermont Transit Bus Barns:** Bus and trolley maintenance and repair facility into 25 units of affordable housing and 20,000 square feet of new commercial space.
- **Urban Reserve:** Assessment and cleanup of former bulk oil storage facility.
- **Moran Plant:** Abandoned coal-fired power plant.
- **Pine Street:** Potential 100,000 square foot new commercial/retail development.
- **Vermont Railway Rail Yard:** Potential move of railway being studied: possible 13 acres freed up for mixed-use development
- **General Dynamics Armament Systems (GDAS):** Possible construction of new world headquarters and redevelopment of 225,000 square foot manufacturing facility.
- **Central Market:** conversion of former dairy/ice cream factory/police station into food market.

City of Neighborhoods

Burlington's vitality and sense of community comes largely from the strength of its residential neighborhoods and the diversity of its people. Neighborhood boundaries are defined by where you live, and more importantly the people who live near you. It is this sense of place, and the quality of the built and natural environment, that form the foundation of Burlington's outstanding quality of life.

⁸ Brownfields: Abandoned, idled, or under-used industrial and commercial facilities where expansion or redevelopment is complicated by real or perceived environmental contamination. (US EPA)

The individuality of each residential area of the city must be respected in order to support and strengthen established neighborhood land use and design patterns, and most importantly the quality of life enjoyed by the residents. For example, setbacks and building height should generally reflect existing neighborhood patterns, but they needn't be uniform throughout the city. There are places in the city (downtown, NAC's, and other areas where higher density development is desired) where smaller setbacks could be allowed. Commercial uses, except authorized home occupations, should largely be excluded from residential areas except where they are part of a neighborhood activity center. The stability and quiet of low-density residential areas should be protected to the greatest extent possible. Working with neighborhood representatives, the City needs to identify design features worthy of protection, and work with citizens and the private sector to improve the livability of neighborhoods.



Within each neighborhood, this Plan vigorously promotes greater opportunities for pedestrian and bicycle travel, access to public transportation, traffic calming of residential streets, concentrations of mixed-use development that provide convenient neighborhood services, restoration of older buildings, and public greenspace in an effort to enhance neighborhood identity and character. Future opportunities include:

- Residential uses, including single-room occupancy (SRO) with no kitchens, in upper floors of commercial buildings.
- Rezoning the mouth of the Winooski River from waterfront commercial to a residential/recreation/conservation zone.
- Performance standards to protect residential neighborhoods from the impacts of adjacent industry and commercial development.
- Creation of mixed-use higher-density neighborhood activity centers to put daily services and jobs within walking distance of residential areas.
- Improving the frequency and convenience of public transit, and developing creative parking alternatives for higher density developments.
- Offering childcare facilities in all neighborhoods.
- Increasing density in Neighborhood Activity Centers and designated locations along major transit corridors.
- Embarking on a greening program to replace unnecessary pavement with landscaping; encourage a diversity of open spaces accessible to each neighborhood including pocket parks and community gardens; the promotion of rooftop and wildflower gardens, and a network of paths and wildlife travel corridors.

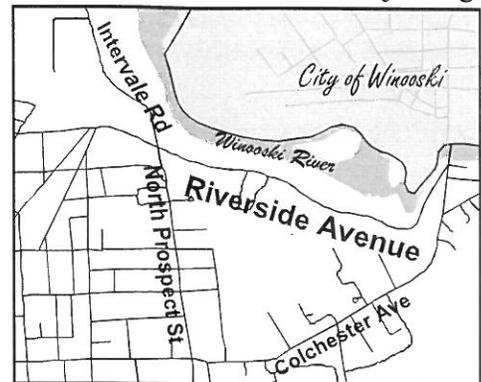
NEIGHBORHOODS IN TRANSITION

Many neighborhoods in the city are in the process of changing or reinforcing their own identity. Through sensitive and strategic design, regulation, enforcement, and investment, the City can target these areas in order to fulfill community goals.

Riverside Avenue

Historically a mix of residential, industrial, public, and commercial uses, Riverside Avenue is slated for major road reconstruction that will clearly define the street edge, improve access and safety for pedestrians and bicycles, and improve the flow of traffic. The south side of the street has been the site of rapid residential development. Ways must be found to alleviate traffic congestion, improve pedestrian connections into adjoining neighborhoods, and contain stormwater. Strong erosion control measures are necessary to protect steep slopes and water quality. The northern side of the road parallels the Winooski River along a very steep embankment. This area is increasingly prone to slope instability and some areas have recently failed forcing the City to condemn some existing buildings.

The City will encourage a more urban configuration of higher-density mixed residential and commercial uses on the south side of the street. The street itself must continue to serve as an important thoroughfare for the city while providing safe opportunities for pedestrians and cyclists. The area along the river bank is ideal for a greenway corridor connecting to the Intervale, providing a buffer from the busy street for the river and the trails along the river bank. The City is considering rezoning portions of the north side of Riverside Avenue along the river to an open space zone such as Recreation/Conservation/Open Space (RCO), as well as long-term protection through acquisition for conservation and the use of transferable development rights.

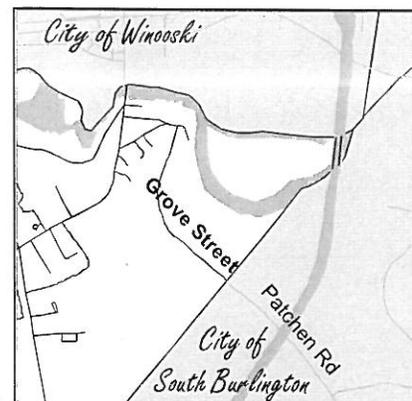


Riverside Avenue Area

Mill Street-Grove Street Neighborhood

At the eastern end of Riverside Avenue is the Mill Street-Grove Street neighborhood. This area lies directly across the Winooski River from the City of Winooski, and is connected with the City of South Burlington via Patchen Road. The neighborhood serves as an important gateway to **both** cities of Burlington and Winooski.

As with Riverside Avenue, areas adjacent to the river along Grove Street have very steep banks and sensitive habitats. These must be cleaned-up and protected to prevent degradation, erosion and water quality.



Mill Street-Grove Street Area

Opportunities to preserve a greenway corridor along the river to protect water quality, preserve wildlife travel corridors, and provide passive recreation are a high priority.

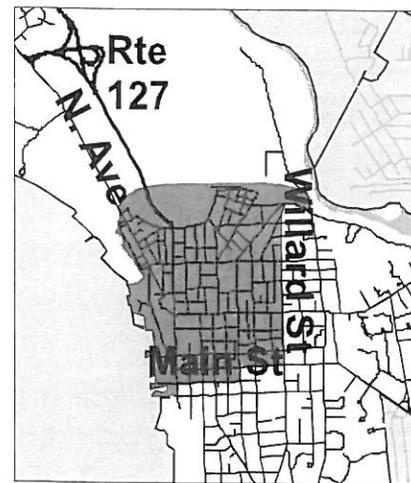
Mill Street is a neighborhood with a rich history, and strong ties to the City of Winooski. The riverfront surrounding the Winooski Falls and the associated mill buildings are important features – both naturally and historically. Pedestrian access across the river must be ensured as many residents are served by businesses and services found in Winooski. A proposal to provide a pedestrian bridge across the river in this area will go a long way towards improving connections across the river. A small neighborhood activity center providing basic neighborhood conveniences and services should be considered within the small commercial area adjacent to the bridge. Opportunities for higher density infill development should be investigated to accommodate future growth.

The Old North End Enterprise Community

Neighborhoods immediately north and south of downtown have suffered neglect and disinvestment over the years. These areas need public and private investment in infrastructure, housing, and street amenities to improve their residential and commercial environment.

In 1994, a portion of the City of Burlington was named an *Enterprise Community* by the US Department of Housing & Urban Development - one of 75 nationally. This area encompasses the neighborhoods of the Old North End, Downtown Waterfront, Central Business District, and the neighborhoods immediately south of the CBD generally bounded by King and Willard Streets (Census Tracts 3, 4, 5 & 10). This area is defined by its pervasive poverty, high unemployment, and general distress. In fact, no other neighborhood in Vermont matches Burlington's Enterprise Community (EC) in terms of population living below the poverty level.

In the face of many challenges, the EC remains a viable residential and commercial area with many assets and opportunities. The housing stock is in poor condition, but repairable. Existing small business require only a bit more space, assistance or capital in order to prosper. There exists a well-established network of "third-sector" organizations with years of experience. In addition, perhaps more importantly, there remains a sense of community and neighborhood identity that is working hard to make the EC a better place. Several projects are underway or have been recently completed that will help to advance the goals of the neighborhood including:



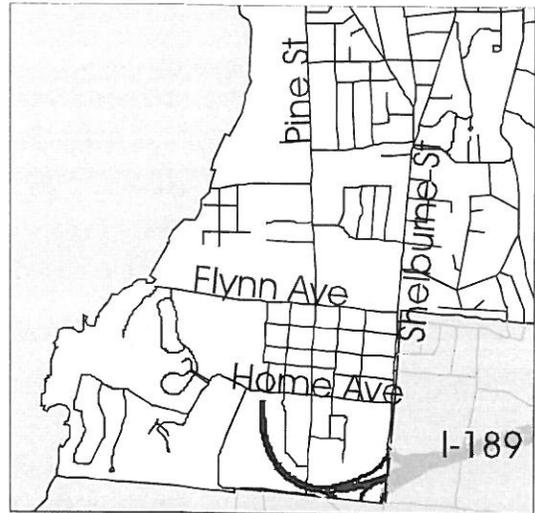
Old North End Enterprise Community

- **Vermont Transit Bus Barns:** The conversion of an historic bus and trolley maintenance and repair facility into 25 units of affordable housing and 20,000 square feet of new commercial space.
- **Community Health Center:** An extensive redevelopment and expansion of the Community Health Center facility on Manhattan Drive.
- **North Street Commercial District Revitalization Plan:** A combination of streetscape, historic preservation, and business development strategies to revitalize the Old North End's "Main Street."
- **North Winooski Avenue Rehabilitation:** Streetscape and traffic flow improvements.

It continues to be a high priority of the City to actively promote redevelopment and investment within the Enterprise Community, and to implement the strategies found in *Common Ground: A Strategic Plan for the Old North End Enterprise Community* which is incorporated into this Plan by reference.

South End Neighborhoods

As discussed previously, Burlington's "South End" neighborhoods have become increasingly attractive as places to live given their proximity to downtown and the lake. However as noted previously, portions this area of the city are part of an industrial zone that extends southward along the lakeshore from the downtown. Obvious conflicts have been the result. Residents are faced more and more with the impacts (most typically noise and truck traffic) resulting from the redevelopment and expansion of industrial uses nearby. Industrial properties are faced with angry neighbors with complaints over traffic, noise, and loss of open space. This is increasingly a problem as the City looks to support and retain existing manufacturing jobs and attract additional businesses to this area - the largest industrial zone in the city, and at the same time improve the livability of its residential neighborhoods.



Burlington's South End

Current zoning offers little relief. Buffers between residential and industrial zones are small, and use restrictions do little to limit the types of uses that are most likely to generate high volumes of truck traffic. At the same time, zoning has encouraged increased residential development near to what has traditionally been a predominately industrial area. The result has been the completion of several large residential developments (Red Rocks, Lake Forest, Ledgewood, Southwind). The outcome of these converging policies has had unsatisfactory impacts on many South End residents, as well as posing uncertainty for existing and future industrial users.

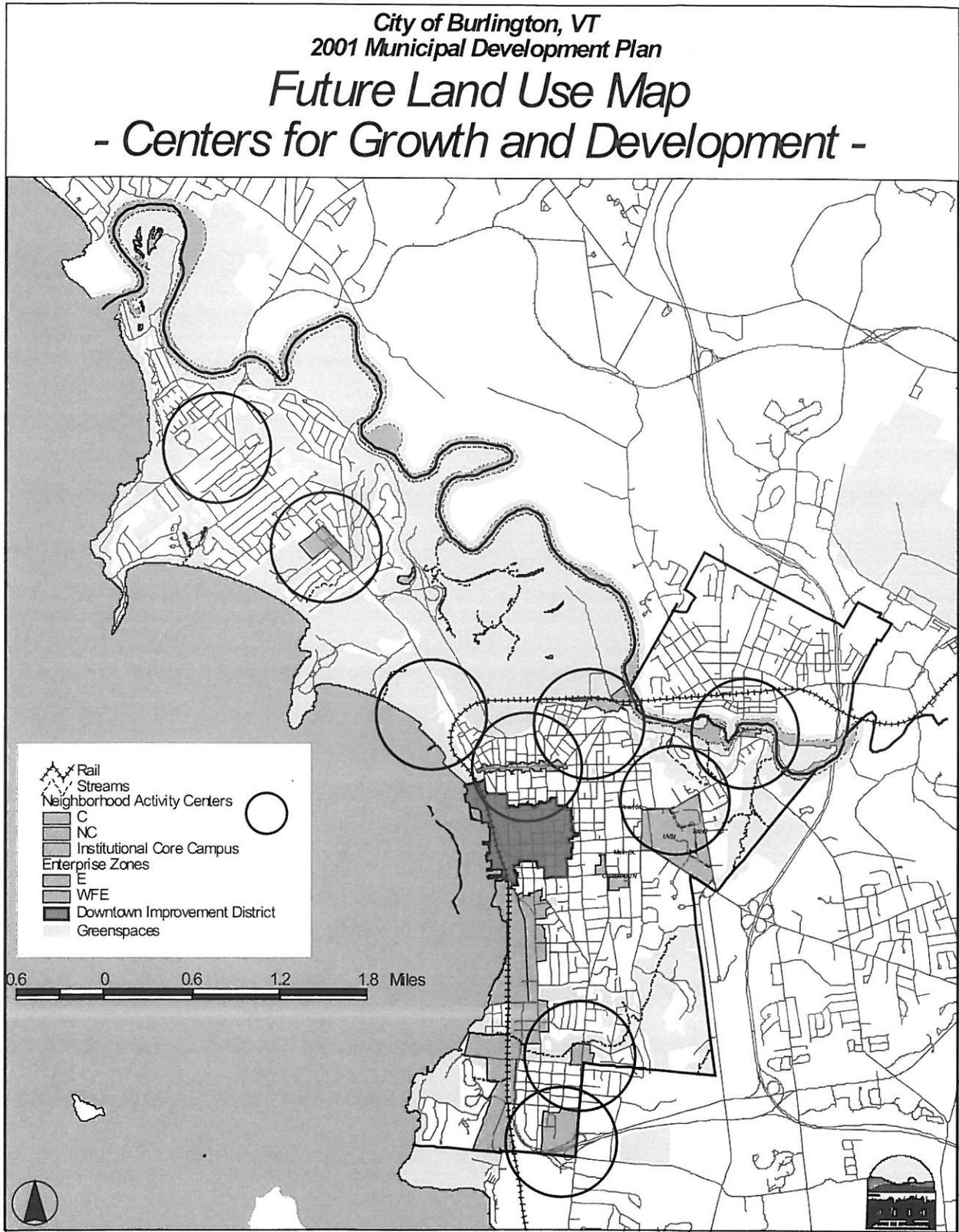
The City must take immediate steps to ensure industrial uses adjacent to residential areas minimize their impacts on the residential character of the South End especially with regard to through traffic, air quality, noise and safety for cyclists and pedestrians - especially young children. At the same time, the City must take steps to protect core industrial areas by limiting scattered infill residential development and other uses that may threaten to erode the continued viability of industry and manufacturing.



Lakeside Avenue



Pine Street Sculpture



Land Use Action Plan

Action Item	Lead Agency	Secondary Agencies
Undertake an analysis to better understand the physical capacity of specific parts of the city to accommodate additional development.	Planning & Zoning	CEDO
Completion of a study that evaluates the nature, extent and scale of future upland development needed to serve the water-based activities proposed by the <i>Harbor Plan</i> .	Parks & Recreation	Planning & Zoning CEDO
Continue the implementation of the <i>North Street Commercial District Revitalization Plan</i> .	CEDO Public Works BED	Planning & Zoning Parks & Recreation
Identify areas within the south end District that remain viable for continued commercial-industrial use, and assess the fiscal impact to the tax-base and ratepayers of any proposed conversion away from commercial-industrial uses.	Enterprise Zoning Planning & Zoning CEDO	
Continue the cleanup and redevelopment of Brownfields a high priority to improve the environment, increase the tax base, create and retain jobs, and curb sprawl.	CEDO	
Consider a rezoning for the former-St. Joseph's Orphanage that would allow for a more creative and diverse arrangement of land uses and densities.	Planning & Zoning CEDO	
Continue the implementation of the <i>Open Space Protection Plan</i> , and develop the second phase of this plan to address Urban Greenspaces.	Conservation Board Planning & Zoning Parks & Recreation	
Advocate land use and development policy and strategies that further Burlington's role as the historic core of the region, limit suburban sprawl, and encourage future development to be concentrated within local and regional growth centers as a member of the Chittenden County MPO and RPC.	Planning & Zoning Public Works CEDO	
Advocate representative voting based on population as a member of the Chittenden County MPO and	Planning & Zoning	

RPC.	Public Works CEDO	
Evaluate and develop plans and ordinance changes that seek to protect core industrial areas by limiting residential development and other uses that threaten to erode the continued viability of industry and manufacturing, and ensure industrial uses adjacent to residential areas minimize their impacts on the residential character of the South End especially with regard to through traffic, air quality, noise, and safety for cyclists and pedestrians - especially young children.	Planning & Zoning CEDO	
Rezone the southern bank of the mouth of the Winooski River to RCO	Planning & Zoning	
Complete the rezoning of identified Neighborhood Activity Centers after public involvement including requiring mixed use and small commercial uses within higher density residential developments.	Planning & Zoning	
Complete the revision of the Zoning Ordinance to include an Institutional Core Overlay Zone.	Planning & Zoning	
Re-examine the UC District boundaries and allowed densities in those areas where they adjoin residential neighborhoods.	Planning & Zoning	
Investigate the benefits of shoreline zoning to protect the Lake Champlain and Winooski River waterfronts.	Planning & Zoning	
Evaluate opportunities for rezoning portions of the north side of Riverside Avenue along the river to an open space zone such as Recreation/Conservation/Open Space.	Planning & Zoning	
Develop more plans for Riverside Avenue and the Pine Street corridor through the use of design charrettes or preparation of a detailed sector plan.	Planning & Zoning	
Monitor remediation and interim use of the Urban Reserve.	Planning & Zoning CEDO	
Examine the opportunities for increasing allowable densities along selected portions of major transit corridors.	Planning & Zoning	CEDO
Study the feasibility of using transfer of development rights program for portions of the city.	Planning & Zoning	CEDO

Prepare a plan for the development of a network of connecting mid-block pathways within the downtown and into adjacent neighborhoods, and add these corridors to the City's Official Map.	Public Works	Planning & Zoning CEDO
Amend the zoning bylaws to allow for small commercial uses within large residential developments.	Planning & Zoning	CEDO
Monitor the expansion of FAHC to ensure issues regarding traffic, historic buildings and stormwater runoff are carefully addressed.	Planning & Zoning	Public Works
Monitor the impact of the "Functional Family" ordinance on the supply and affordability of housing.	CEDO	



OFFICE OF THE CLERK/TREASURER

City of Burlington

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April 1, 2013

To: City Councilors
Mayor Weinberger

From: Paul R. Sisson, Interim CAO

Re: Fiscal 2014 Budget Preparation Schedule

Ladies and Gentlemen – attached please find the preliminary schedule for the preparation of the fiscal year 2014 budget. As we did for the 2013 budget, we will again be holding City Council Work Sessions, and at this point they are scheduled for either a Monday or Thursday evening. However, this plan is tentative since the new Board of Finance has not been formed, and it is possible that we will switch the work sessions to other nights. The new Board of Finance will review the schedule when it first meets on April 8, 2013.

I am releasing this schedule to you now so that you can anticipate the timing of the work sessions and schedule yourself to attend the work sessions of interest to you. If there are any changes to the schedule as a result of the Board of Finance meeting on the 8th, a revised schedule will be sent to you on April 9th.

CITY OF BURLINGTON
FY14 BUDGET SCHEDULE

<u>Date</u>	<u>Time</u>	<u>Description of Activity</u>
March 20, 2013		Budget Instructions issued by Clerk/Treasurer's office
March 22, 2013	9:00am to 11:00am	Training held at DPW Conference Room re: use of New World for budgeting
	2:00pm to 4:00pm	Training held in CR12 in City Hall re: use of New World for budgeting
March 25 to April 5		Departments enter their FY14 budget request into New World
April 5 to April 12		Clerk/Treasurer's Office analyzes budget information submitted by departments -concerns and questions resolved with Department Heads
April 22, 2013	6:00pm to 8:30pm	Board of Finance and CC Work Session: Planning and Zoning Assessor's Office
		Code Enforcement
April 25, 2013	6:00pm to 8:30pm	Board of Finance and CC Work Session: Mayor's Office and Regional Programs
		City Attorney
		Human Resources
		City Council
May 2, 2013	6:00pm to 8:30pm	Board of Finance and CC Work Session: Department of Parks and Recreation
		City Arts
May 9, 2013	6:00pm to 8:30pm	Board of Finance and CC Work Session: Department of Public Works, including Inspection Services, Traffic, Water, Wastewater and Stormwater
May 13, 2013	6:00pm to 8:30pm	Board of Finance and CC Work Session: Library
		CEDO, including TIF Districts
		Burlington Electric Department
May 16, 2013	6:00pm to 8:30pm	Board of Finance and CC Work Session: Police Department
		Fire Department
May 23, 2013	6:00pm to 8:30pm	Board of Finance and CC Work Session: Clerk/Treasurer's Office
		Church Street Marketplace
		Retirement Fund
May 30, 2013	6:00pm to 8:30pm	Board of Finance and CC Work Session: Burlington Telecom
		Burlington International Airport
June 6, 2013	6:00pm to 8:30pm	Board of Finance and CC Work Session: Presentation of changes since original presentation
June 7 to June 13		Final changes and production of budget documents
June 14, 2013		Delivery of Mayor's Recommended Budget to City Councilors
June 24, 2013		City Council Vote on Budget



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**BOARD OF FINANCE
MONDAY, FEBRUARY 19, 2013
CONFERENCE ROOM 12, CITY HALL
5:00 PM**

PRESENT: Mayor Weinberger; City Council President Shannon; Councilors Bushor and Paul; Interim CAO Sisson

ALSO PRESENT: Rubi Simon, Library; Seth Lasker, Bruce Bourgeois, Fire; Lise Veronneau, Police/Fire; City Attorney Blackwood; ACAO Schrader; Ron Redmond, Marketplace

ABSENT: Councilor Decelles

1. Agenda

Mayor Weinberger removed item 5 from the agenda. He added item 11. Update on Fiscal Stability Bond.

On a motion by City Council President Shannon and Councilor Bushor, the agenda was adopted unanimously as amended.

2. Public Forum

No one came forward to speak.

3. Authorization to Accept ECHO Grant – Library

and

4. Authorization to Accept IBM Grant – Library

City Attorney Blackwood noted that the resolutions for items 3 and 4 have been revised.

The Board addressed items to allow the Library to accept a \$4,000 grant from ECHO and a \$3,000 grant from IBM.

Councilor Bushor and City Council President Shannon made a motion to accept the grants. The motion passed unanimously.

Mayor Weinberger stated there have been discussions about how to address grants. Currently, any grant has to come before Board of Finance and City Council before it is accepted. However, departments are allowed to spend money below a certain amount without this action. It would be worth discussing whether this policy makes sense. He suggested adding it to a future agenda.

Councilor Bushor stated she is not concerned about accepting grants, but does want to know about the budget adjustments. There have been times in the past that there was a large budget adjustment resolution at the end of the fiscal year. Now, the adjustments are made in a more timely manner.

City Attorney Blackwood stated because the Board of Finance has to approve acceptance of grants, departments wait until they have received the grant. If department heads could accept the grant early on, they could come forward with budget amendments before the grant has come through. It would be cleaner.

Councilor Bushor stated someone would need to review the grants to ensure the stipulations along with the grant are ones that the City can accept.

Lise Veronneau, Police/Fire, stated that the timeline can be tight when going through this process. There are often dates by which the money must be spent. Bruce Bourgeois, Fire, stated there are times that they use grant money to send people to classes. Sometimes there are only a few weeks of notice before the classes are held.

5. Authorization to Accept VT Arts Council Grant – Library

This item was removed from the agenda.

6. Authorization to Enter into Consulting Agreement – BT

Interim CAO Sisson stated this is a contract for consulting services for Gary Evans, the former CEO of Hiawatha Broadband. Hiawatha Broadband has provided consulting services for BT in the past. This proposal is for \$7,000 per month and \$3,000 of expenses for a six-month period. There are some clauses the City Attorney would like to amend.

City Council President Shannon inquired if he will be receiving benefits. Interim CAO Sisson stated he will be a consultant and not an employee of the City.

City Attorney Blackwood stated she would appreciate if they could approve it with the condition that there can be revisions from her office.

Councilor Bushor noted some discrepancies in the agreement. She also requested that this be brought before the full Council because it is BT related.

City Attorney Blackwood stated she plans to add language to make this more clear. There will also be a requirement for a Worker's Comp and Certificate of Insurance. It will be important to make sure they are meeting all of the Department of Labor standards to ensure there are no questions. She also wants to ensure they could terminate the contract for financial reasons.

Interim CAO Sisson stated they are seeking approval to hire him and allow the City Attorney's Office to make necessary amendments. Any further amendments would require Board of Finance

approval.

Councilors Paul and Bushor made a motion to approve the contract with condition that it is not retroactive. The motion passed unanimously.

7. Authorization to Accept Grant and Amend Budget – FIRE

The Board addressed an item to allow the Fire Department to accept a \$16,700 grant from the State of Vermont.

City Council President Shannon and Councilor Bushor made a motion to accept the grant and recommend City Council approval. The motion passed unanimously.

8. Authorization to Amend Budget - POLICE

Lise Veronneau, Police, stated they have increased their salaries and wages line to account for attrition, which is usually recorded as a credit in the budget. This is the mechanism that they have used in the past to account for it. They come to the Board of Finance at the end of each year to make the adjustment.

Councilor Bushor stated if they have vacant positions those hours have to be filled. She inquired if they ultimately save money when there is a vacancy of a senior person and a lower level person filled the hours through overtime. Ms. Veronneau stated that the Police Department returns the \$281,000 for attrition rather than using it. ACAO Schrader stated they are spending the money, they are just not spending it through wages and salaries as it was budgeted. Ms. Veronneau stated there was a reduction in the budget that did happen. This is part of the budget as it was adopted. Interim CAO Sisson stated he thought that attrition was included because they always have vacancies. They budget salaries and wages based on not having vacancies. They then have the vacancies and incur overtime as a result. The attrition offsets the cost of the overtime rather than having a fulltime staff person. There is no giveback to the general fund. The numbers viewed altogether can be thought of as total payroll cost for Police. Councilor Bushor inquired if there is a cost saving when they budget for ten people but do not hire two people. She inquired if not filling positions results in a surplus after the overtime is paid. ACAO Schrader stated that could be true. There also could be savings in other areas, such as benefits, worker's comp, and retirement. They would not show in this area. They are moving the unspent salaries and wages to overtime.

City Council President Shannon inquired if there is something else that would be more accurate to describe this than attrition. Interim CAO Sisson stated that salaries and wages are being spent on overtime. City Council President Shannon inquired if it would be more accurate to call it unspent salaries and wages. Interim CAO Sisson stated that the way the system works it will not recognize a negative expense. That is why it is handled in this way.

City Council President Shannon and Councilor Paul made a motion to approve the budget amendment and recommend City Council approval. The motion passed unanimously.

9. Authorization for Inter-fund Loan to Church Street Marketplace - CSM

The Board addressed items 10 and 11 before returning to item 9.

Mayor Weinberger stated they are hoping to add an executive session item related to this to the City Council agenda, as it involves a personnel matter.

City Council President Shannon stated this will be a loan from the General Fund. She inquired where the money would come from. Interim CAO Sisson stated this is taken from pooled cash and put in the Marketplace budget. City Council President Shannon stated that money has already been spent and they anticipate revenue in the next fiscal year. She inquired how that is accounted for in the budget. Interim CAO Sisson stated they will use pooled cash to make the \$12,000 loan. The City's Capital budget has been adjusted to include the items that will be charged to it. There are cost overruns from the Church Street Marketplace Lighting Project. They have reviewed the nature of the items to see if they would qualify as capital expenses. The ones that are eligible will use the capital budget. They will push something from the capital budget to next year. For the part that was Marketplace only, the only option is to loan them money from the General Fund. It comes out of cash and puts it into an asset called interfund receivable. The Marketplace will list it as a liability. They are not pushing an FY13 expense into FY14. The general fund is loaning the Marketplace cash to pay for these items.

Mayor Weinberger stated they became aware of this situation after the money was spent. There is a requirement in the Charter that when there is a situation where money is expended without authority, the administration must present this to the City Council and recommend an action. That is a likely addition to the Council agenda. They have worked hard to address this issue in the best possible way. The Marketplace Office has worked to raise additional funds. The remaining \$12,000 is the amount that they do not feel can be paid for in any other way. The Marketplace will repay the loan in the next year.

Councilor Bushor stated Departments often overspend their budget. She inquired how this is different. In many cases, authorization to overspend is sought before the money is spent, which is different. She would like this to be made clear to the full Council. The fact that the money is spent in one fiscal year and paid back in another is consistent with other things the City does.

Councilor Paul inquired about the repayment schedule. Ron Redmond, Marketplace, stated they will budget to pay this off as soon as possible in FY14. Councilor Paul inquired if they will increase revenues or reduce expenses. Mr. Redmond stated they will probably do some of both. They have some plans in mind to address this. Councilor Paul stated there is a story behind this that she would like to hear. Mayor Weinberger stated the administration does not feel it is okay to spend money in this manner. The additional problem is that there is a Charter prohibition on use of general fund dollars to pay for capital items for the Marketplace. This cannot just be addressed with a budget adjustment. The City Attorney's Office advised coming forward and presenting this to the Council.

Mayor Weinberger stated the loan can be approved solely by the Board of Finance. Because of the unauthorized expenditure of funds, a presentation to the City Council is required. City

Attorney Blackwood stated because the budget is being amended, the City Council will need to weigh in.

City Council President Shannon and Councilor Bushor made a motion to approve the loan and recommend City Council approval. The motion passed unanimously.

10. Preliminary Budget Schedule – C/T

Mayor Weinberger stated the CAO's Office has developed a proposed budget schedule based on last year's process. There were a number of full City Council Worksessions. Interim CAO Sisson stated there he has proposed two more Worksessions than last year. However they are more spaced out and start earlier in the year. It may be possible to reduce the number by two if it seems there are too many.

City Council President Shannon inquired if the Charter says the Board of Finance is responsible for reviewing the budget. They need to reflect that the full Council has been invited to the meetings. She suggested referring to them as Board of Finance/City Council Worksessions. It would be good to reduce the schedule to 8 and reserve two extra dates in case more discussion is needed.

Councilor Bushor inquired how they envision the format. It may be advantageous to have two, half hour Worksessions for Councilors to raise concerns along the way, rather than waiting until the end. The Board of Finance is responsible for the budget, but the City is better served by having everyone understand it. They spent a lot of time going through the Public Works budget last year. Expanding that to the full Council may not allow as much to get done in each meeting.

City Council President Shannon stated they used this format last year and it worked fine. Board of Finance members were more engaged with the budget. City Councilors were invited, some came to all of the meetings. Others came to ones they were interested in or concerned about. That was not cumbersome and they got through everything. This is the formula to avoid the eruption at the end. The Council was not engaged until it was formally presented to them at the end. This allows concerns to be addressed along the way.

Councilor Bushor stated everyone was invited to Worksessions, but attendance was sparse. She suggested having more formal Worksessions halfway through the cycle. People are more likely to come to the formal Worksessions before Council meetings than a series of meetings. They could present the highlights at these Worksessions.

Mayor Weinberger stated they will build in room for departments that may need to come back for further discussion.

City Council President Shannon suggested presenting this to the Council and modifying it as needed. Interim CAO Sisson stated that was part of his goal. City Council President Shannon stated they can make suggestions about the format they would like.

11. Update on Fiscal Stability Bond

Interim CAO Sisson stated he has started receiving responses to the RFP. Once the responses are in, they will evaluate the proposals and put forth a recommendation to the Board of Finance at the March 11 meeting.

Without objection, Mayor Weinberger adjourned the Board of Finance meeting at 6:00 pm.

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**BOARD OF FINANCE
MONDAY, MARCH 11, 2013
CONFERENCE ROOM 12, CITY HALL
5:00 PM**

PRESENT: Mayor Weinberger; City Council President Shannon; Councilors Bushor, Paul, and Decelles; Interim CAO Sisson

ALSO PRESENT: ACAO Goodwin; ACAO Schrader; City Attorney Blackwood; Sara Katz, BCA; Susan Leonard, HR; Lise Veronneau, Police; Ryan Betcher, Gene Richards, Airport; Darlene Kehoe, Kirsten Merrimen-Shapiro, CEDO; Stephen Barraclough, BT; Ron Redmond, Marketplace; Steve Goodkind, DPW; Paul Plunkett, Hickok and Boardman

1. Agenda

Councilor Bushor requested action on the February 19 minutes be delayed.

The agenda was adopted unanimously as amended.

2. Public Forum

No one came forward to speak on this item.

3. Approval of the Board of Finance Minutes

- a. **January 7, 2013**
- b. **January 22, 2013**
- c. **January 28, 2013**
- d. **February 11, 2013**

Councilor Bushor inquired about a portion of the February 11 minutes regarding seasonal budget adjustments. Interim CAO Sisson stated the minutes accurately state that there are not seasonal budget adjustments.

On a motion by City Council President Shannon and Councilor Decelles, the minutes were approved unanimously as presented.

- e. **February 19, 2013**

Action on this item was postponed.

4. Extension of Grant Anticipation Note - Airport

The Board addressed an item that would allow the Airport to extend the maturity date of a \$3,000,000 Grant Anticipation Note.

On a motion by City Council President Shannon and Councilor Paul, the extension was approved unanimously.

5. Authorization for Agreement with Hudson News – Airport

City Council President Shannon and Councilor Paul made a motion to authorize the agreement.

City Council President Shannon thanked the Airport Staff for their work on this item. She had requested they consider local store options, but understands that there are some advantages to using Hudson News. They seemed motivated to meet the Airport's needs of carrying local products.

Councilor Bushor requested that they note that the resolution has been revised. Interim CAO Sisson stated the changes were minor wording changes.

Gene Richards, Airport, stated the outcome was a 200% increase in Vermont product sales and a change in the way the store turned out. They are making a \$900,000 infrastructure investment at the Airport. He noted that the first of the Skinny Pancake food locations (North concourse) is open and it has been a wonderful addition to the Airport.

Councilor Paul inquired what other projects will be done to the North Concourse. Mr. Richards stated they will redo the bathrooms and will return with a proposal.

The motion passed unanimously.

6. Authorization for Land Transfer to WVPD - Airport

City Council President Shannon and Councilor Paul made a motion to approve the land transfer.

Councilor Bushor requested that the language in the resolution to make it more clear that land is being transferred. City Attorney Blackwood noted where this language is included. Councilor Bushor stated it could be added to the resolved clause. City Attorney Blackwood stated she will add that language.

The motion passed unanimously.

7. Budget Amendment Request – BCA

The Board addressed an item to adjust Burlington City Art's budget to account for an increase in revenue from Art Sales, an increase in Artist Consignment expenses, and a loss of grant revenue.

City Council President Shannon and Councilor Decelles made a motion to approve the budget

amendment. The motion passed unanimously.

8. Consulting Agreement with Gary Evans – BT

City Council President Shannon inquired if the request is to extend Gary Evans' contract retroactively through January 1. Stephen Barraclough, BT, stated it is.

City Council President Shannon and Councilor Paul made a motion to approve the contract.

Councilor Bushor stated when they last acted on this, there were some provisions that the City Attorney had wanted to include. She inquired if those were reflected in this agreement. City Attorney Blackwood stated they drafted the agreement and she is satisfied with it.

The motion passed unanimously.

9. TelJet Bandwidth Provision Agreement – BT

Stephen Barraclough, BT, stated he had previously presented a proposal that brought costs down significantly. This new agreement will bring costs from this existing vendor down to current competitive costs for bandwidth. They will have two one-year agreements that run month-to-month. They will be paying the same cost for 3 gigabytes of capacity that they paid for 2 gigabytes previously.

City Attorney Blackwood stated the price should have remained confidential for competitive reasons. Mr. Barraclough stated that he would prefer it were not public.

City Council President Shannon and Councilor Paul made a motion to approve the agreement. The motion passed unanimously.

10. Authorization to Accept Grant from Vermont Council of Arts - Library

The Board addressed an item to allow the Library to accept a \$16,500 grant for A/V equipment.

City Council President Shannon and Councilor Decelles made a motion to authorize acceptance of the grant.

Interim CAO Sisson stated that this does not meet the \$50,000 threshold to require Board of Finance approval, but because of its unique nature of the timing of this transaction, he felt the Board should be informed.

The motion passed unanimously.

11. Authorization for Step Placement for Re-Hired Officer – Police

City Council President Shannon and Councilor Paul made a motion to authorize the step placement.

Councilor Paul inquired if this is a step placement increase. Lise Veronneau, Police, stated it is not an increase. The Officer has been gone for nine months. Councilor Paul stated she has requested that when they vote on things that involved step increases they receive information about how many they have approved. This may not apply in this situation. Interim CAO Sisson stated it is a budgeted position. Susan Leonard, HR, stated in the contract there is a provision that is different from what is in the policy manual. The contract only allows placement up to step 5. This request is to make an exception to the contract. Ms. Veronneau stated this determines the Chief's ability at the bargaining table to rehire more qualified people at the place where they left. This is an exceptional Officer. Councilor Bushor stated it makes sense to place a person at the same level if they leave and return within a certain period of time. It actually saves the City money in training costs. She hopes that the unions will consider this.

Councilor Decelles inquired if the officer will walk back in to their vacation and seniority. Ms. Veronneau stated they do retain their vacation but not their seniority. The union will not allow them to keep their seniority level.

The motion passed unanimously.

12. Authorization to Accept Donation from Queen City Police Foundation – Police

The Board addressed an item to allow the Police Department to accept a \$5,400 donation from the Queen City Police Foundation.

City Council President Shannon and Councilor Bushor made a motion to authorize acceptance of the donation. The motion passed unanimously.

13. Request for Budget Amendment – CEDO

The Board addressed an item to allow for CEDO to increase expenditures in the Lead Program. The funds will be reimbursed by a federal grant. It also addressed the planned use of existing Housing Trust Fund funds.

City Council President Shannon and Councilor Bushor made a motion to approve the budget amendments. The motion passed unanimously.

14. Authorization for Wright and Morrissey Contract – DPW

City Council President Shannon and Bushor made a motion to authorize the contract.

Councilor Bushor stated this contract is to remove the fountain. There was a previous discussion about replacing the fountain with something on the upper block. She inquired if they have plans for that space yet. Ron Redmond, Marketplace, stated they have had a number of discussions and want to install an attraction that can be used year round. They will need to privately raise the money.

Councilor Decelles inquired when the work will begin. Steve Goodkind, Public Works, stated they expect it will start in approximately one month. Concern was expressed that the project be completed by Memorial Day. Mr. Goodkind stated that the work should not be difficult and should be completed by then.

The motion passed unanimously.

15. Authorization for Contract with Hickok and Boardman – C/T

City Council President Shannon and Councilor Bushor made a motion to approve the contract.

ACAO Schrader stated this does not need to go to the City Council unless they wish it to. City Council President Shannon stated City Council will approve the resolution. Councilor Bushor requested language about City Council approval be included in the resolution. The Board voted to amend the resolution accordingly.

The motion passed unanimously.

16. Proposed Delegation of Budget Adjustment Authority – C/T

City Council President Shannon and Councilor Bushor made a motion to approve the delegation of budget adjustment authority and recommend City Council approval. Councilor Bushor noted that her second is for the purpose of discussion.

Councilor Bushor stated that this is on both the Board of Finance and City Council agendas, which does not usually happen unless there is some urgency. They talked previously about the grant process, but this went beyond grants, which surprised her. This is broad and the Charter delegates how the budget gets amended. It also references a quarterly reconciliation. The Board of Finance needs more frequent updates than quarterly. She inquired what the Board and Administration think about expanding this beyond the grant process. Interim CAO Sisson stated that in conjunction with the New World Implementation and new chart of accounts, along with past budgeting processes, they have found a lot of mistakes within the budget. They are seeing that people are running out of funding in certain categories and are looking to shift money from one expense account to another. If they do not have authority to make those kinds of changes in small amounts, it makes budget adjustments very difficult because they would have to wait for the next Board of Finance meeting. The New World System will not allow for a bill to be paid if it is over budget in that line item. There are vendors waiting several months for payment because of these issues, and there is a need to turn bills around more quickly. There is a solution that is budget neutral. Councilor Bushor stated there used to be a line item for certain expenses and there was an ability to spend that line item. They need to be aware of money being moved from one expense account to another because it indicates they did not build the budget correctly. Mayor Weinberger stated there was no way to track that in the past. City Hall now has an awareness of these types of adjustments. In the past, they were reconciled only after the end of the year. The New World system allows for constant monitoring of budgets. ACAO Schrader stated in the past, departments made changes to line items without any accountability. The Clerk/Treasurer's Office would then put forth a large budget adjustment resolution to modify all

of the negative balances. That system did not have proper controls over budget adjustments. With the New World system, there can be no negative balances (i.e. overspending) unless it is overridden by the Clerk Treasurer's office, which is only done in an emergency to pay a vendor invoice. This delegation will result in a quicker turnaround with the ability to modify the budget for minor items that arise during periods between City Council meetings. There is no overall impact on the budget from this delegation as all such adjustments must be budget neutral. The implementation of this new policy will allow departments to operate more efficiently and pay all invoices when due. Because of the new chart of accounts, the Clerk Treasurer's office has been doing hundreds of small adjustments per month to correct errors in classification resulting from the New World conversion.

Lise Veronneau, Police, stated they are doing a lot of adjusting right now because the City is still building this budget under the new account structure, and realizing that some things need to be shifted.

City Council President Shannon inquired if it would be too cumbersome to have a summary done monthly. Interim CAO Sisson stated they will make that change. The Board amended the resolution accordingly.

Councilor Decelles inquired how this change will result in vendors being paid more quickly. Interim CAO Sisson stated there was a situation where the Parks Department was unable to pay their electricity bill and got a disconnect warning from BED. If they were not paid, the electricity could have been disconnected. This could cause an embarrassing situation if they have to wait for City Council approval to make minor adjustments. They are trying to avoid those situations. Councilor Decelles inquired how long it will take for this problem to rectify itself. Interim CAO Sisson stated it will be a problem for the remainder of this year and should improve in the next few fiscal years. Councilor Decelles suggested they give this authority until the end of the fiscal year and revisit it next year. The resolution was amended accordingly such that its applicability ends on June 30, 2013.

Councilor Paul stated it makes sense to delegate this authority to the CAO and the Mayor since the CAO is the person who addresses these budgetary issues on a daily basis. Interim CAO Sisson stated it adds a review piece to the adjustment. City Attorney Blackwood stated it adds a second check on it so it is not solely the CAO. Councilor Paul stated anything between \$10,000 and \$25,000 would be approved by the Mayor and anything below the \$10,000 will be done by the CAO.

Councilor Decelles inquired if there should be a threshold that requires Council approval. City Attorney Blackwood stated that exists with anything over \$25,000. Currently, even \$1 is supposed to go to Board of Finance and City Council.

Mayor Weinberger acknowledged this is delegating more authority to the Administration, and he supports it. A CAO Schrader stated without this, the Council would see voluminous budget modification requests at each meeting.

Councilor Bushor stated this should be explained to the full Council and outlined during the

budget process. Interim CAO Sisson stated departments will never have their own budget adjustment authority. They will communicate what the changes are. All adjustments are within the department and budget neutral.

The motion passed unanimously.

17. Approval of Underwriters for Fiscal Stability Bond – C/T

City Council President Shannon and Councilor Bushor made a motion to approve the underwriter.

Councilor Paul asked if the Clerk Treasurer's office had considered placing this debt with a local bank to save on underwriting costs. Interim CAO Sisson stated they have discussed it with PFM and provided Councilor Paul with an email communication which summarized the advantages of a public offering. Councilor Decelles inquired what kind of debt instrument she had in mind, and a summary of the advantages of and of savings she is expecting. Councilor Paul stated she does not know offhand, but in the past it has been done with smaller issuances. They have been done locally. Perhaps that option is not as available now as it was two or three years ago. \$9 million is a small amount in the world of financing. This is why they often try to group borrowing together.

Councilor Bushor stated they will pay \$6 million in interest on the \$15 million, but does not know if that is reasonable.

City Council President Shannon inquired if there will be an opportunity to refinance this at a time when the City's credit improves. ACAO Goodwin stated that is one of the advantages of an underwritten public offering.

Councilor Paul requested they look into placing this debt with a local bank, and know without a doubt this is the way to go. Interim CAO Sisson stated it is his belief that the underwritten public issuance the best way to go, as it should result in the lowest carrying costs. ACAO Goodwin stated he agrees and they have done their homework.

The motion passed unanimously.

18. Status of Audit Reports (Verbal)

This item was not addressed at this meeting.

19. FY13 Budget Status (Verbal)

This item was not addressed at this meeting.

20. FY14 Budget Schedule (Verbal)

This item was not addressed at this meeting.

City Council President Shannon and Councilor Bushor made a motion to adjourn. The motion passed unanimously and the meeting was adjourned at 6:09 pm.

**2013 – 2014 INDOOR, OUTDOOR ENTERTAINMENT PERMIT AND TOBACCO
LICENSE RENEWALS**

INDOOR ENTERTAINMENT:

Akes' Place
American Flatbread, Burlington Hearth
August First
Bluebird Barbecue
Bluebird Tavern
Burlington Country Club
Das Bierhaus
Drink Lounge and Bistro
El Gato Catina
Elks Club #916
Farmhouse Tap and Grill
Flynn Center for Performing Arts
Hilton Burlington
JP's Pub
Leunig's Bistro
Lift
Magnolia Breakfast and Lunch Bistro
Manhattan Pizza
Mr. Crepe
Muddy Waters
Nectar's
Olde Northender Pub
Red Square Bar and Grill
RiRa, The Irish Pub
Samuel de Champlain Club
Scuffer Steak and Ale House
Skinny Pancake
Sodexo, Brennan's Bistro Pub
Sodexo, UVM Faculty Dining Room
Splash at the Boathouse
St. John's Club
Three Needs
T. Rugg's Tavern
Vermont Pub and Brewery
VFW

OUTDOOR ENTERTAINMENT:

American Flatbread, Burlington Hearth
Breakwater's
Burlington Country Club
Das Bierhaus

Farmhouse Tap and Grill
Finnigan's Pub
Halvorson's Upstreet Cafe
Hilton Burlington
Red Square Bar and Grill
Skinny Pancake
Sodexo, Brennan's Bistro Pub
Sodexo, UVM Faculty Dining Room
Splash at the Boathouse
Vermont Lake Monsters
Vermont Pub and Brewery

TOBACCO:

Das Bierhaus
Downtown Quick Stop
Simon's Store-Battery Park-
Three Needs
Vermont Pub and Brewery

Date: March 27, 2013

Dear taxi boarder at Burlington international airport,
Human right representatives

RECEIVED

2013 MAR 28 A 8:45

BURLINGTON CLERK
TREASURER'S OFFICE

I am writing this letter and I hope it will take your attention and touch your heart. I am a father for 5 kids and I am trying to work to support my family. I tried to have a taxi and I had registered it under #1 taxi, but the airport refused to issue me a sticker as they stopped issuing any new stickers. I found out that S. D taxi business is for sale by it owner Mr. Samir Dorvic. Mr. Dervic is getting out of his business therefore he is selling his taxi (S.D. taxi) including the sticker, business name, taxi and everything. I told him that I am interested only if the airport approve and agreed to move his business under my name. So I went and I asked at the airport if I can buy the taxi from Samir and move it under my name, and they said it is ok since there is no new sticker will be issued and S.D Taxi has existing sticker and they asked me to write a letter explaining this deal and that Samir agreed to move the S.D taxi to my name. We wrote the agreement and the letter was signed by Samir and me and notarized by the airport services. Letter was submitted to the airport office at the beginning of January 2013. I stopped by the airport office and I was told that they approved my request. I told them I need to get the approval before I buy the business, and I told them specifically that I would get a loan from the bank to buy this business.

On January 15 the airport issued me a license under S.D taxi to operate, After that, I went a head and got a loan from the bank and I paid in full for the taxi. Then I started working to support my family. One month later, the airport called and they told me, they can not move it under my name but I can still run it under S.D taxi for this term, but I can change the sticker to my name by July when they start renewing the stickers. So I said it is not a problem as long as I am able to use the taxi and earn money.

On March 20 in the morning, I met one of the airport ambassadors who asked me to come up to the office to talk to Ms. Christina because they cannot find my agreement with Samir. So I went to the office and they start searching at the office until they found a copy from the agreement between Samir Dorvic and me. Ms. Christina told me that the border denied my request to move the business under my name. So I told her how come after three month you are telling me my case is denied, why did you tell me go ahead and buy the business from Samir. She replied that they do not know anything about me and that I am operating by an old license, I reply this is not correct and I did not buy the business until I got the approval from the airport, and the airport issued me the license, she replied that the airport never issued me any license under S. D. Taxi and she asked me where is the license and when I showed her a copy of the license she told me

GET OUT OF MY OFFICE RIGHT NOW and she screamed on me in front of the airport ambassador.

I would like to mention that I got a loan from the bank more than \$ 20000, and I did not buy the business until the airport issued me the license and their approval.

I do not have enough money to hire a lawyer to defend my case but if I have to I will have to get another loan so I can take a legal action, this issue cost me a lot of money and I am just asking your help so I can work repay my loan and support my family,

I am a hard working father and I have been very respectful for everyone I work with such as fellow drivers and airport ambassadors

Sincerely,

A handwritten signature in black ink, appearing to read 'Mohamed Ragab', with a large, stylized initial 'M' and 'R'.

Mohamed Ragab

36 Gilman circle #2,
Colchester, VT, 05446

Telephone: 802-324-5566

Burlington City Council



802/865-7136
TTY 802/865-7142

OPENINGS BURLINGTON CITY COMMISSIONS/BOARDS

Airport Commission	Term Expires 6/30/17	One Opening
Cemetery Commission	Term Expires 6/30/16	One Opening
Chittenden Country Transportation Authority	Term Expires 6/30/15	One Opening
Chittenden Solid Waste District, Alternate	Term Expires 5/31/14	One Opening
Church Street Marketplace Commission	Term Expires 6/30/16	Four Openings
Conservation Board	Term Expires 6/30/16	One Opening
Conservation Board	Term Expires 6/30/17	Four Openings
Design Advisory Board	Term Expires 6/30/16	Two Openings
Development Review Board	Term Expires 6/30/17	Two Openings
Electric Light Commission	Term Expires 6/30/16	Two Openings
Fence Viewers	Term Expires 6/30/14	Three Openings
Fire Commission	Term Expires 6/30/16	Two Openings
Board of Health	Term Expires 6/30/16	Two Openings
Housing Board of Review	Term Expires 6/30/18	One Opening
Library Commission	Term Expires 6/30/16	One Opening
Parks and Recreation Commission	Term Expires 6/30/16	One Opening
Planning Commission	Term Expires 6/30/17	Two Openings
Police Commission	Term Expires 6/30/16	Two Openings
Public Works Commission	Term Expires 6/30/16	Two Openings
Retirement Board	Term Expires 6/30/16	One Opening
Board of Tax Appeals	Term Expires 6/30/14	One Opening
Board of Tax Appeals	Term Expires 6/30/15	Two Openings
Board of Tax Appeals	Term Expires 6/30/16	Two Openings
Board for Registration of Voters	Term Expires 6/30/18	One Opening

Applications may be submitted to the Clerk/Treasurer's Office, 149 Church Street, Burlington, VT 05401 Attn: Lori beginning Monday, April 1, 2013 through Tuesday, April 23, 2013.

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



May 1, 201~~3~~⁴ ---- April 30, 201~~3~~⁴

CITY OF BURLINGTON ENTERTAINMENT PERMIT APPLICATION

- New Renewal
- Indoor Indoor
- Outdoor Outdoor

PART I ORGANIZATION

All information in this section is required

1. Corporation/Sole Proprietor name 41 Cherry St, LLC
2. D/B/A (Business Name) Hotel Vermont 3. Bus. Phone _____
4. Business Address 41 Cherry St. Burlington, VT.
5. Mailing Address Same
6. Contact person Joe Carton 7. Contact Phone 802-316-2960
8. Email contact address joe.carton@marriott.com

PART II OPERATION

1. Occupancy Load 160 2. # of Restrooms 2 3. # of Egresses 2
4. Date of last Fire/Safety Check Pending 5. Dancing by Patrons? Yes or No
6. Amplified Music? Yes or No

PART III TYPE OF ENTERTAINMENT

Please identify with a check mark the entertainment for which you are applying. Check all that apply.

- Live Instrumental Music Live Vocal Music Jukebox
- Disc Jockey Karaoke

***Please give additional description for any selections below on the next page (REQUIRED)

***Floor/Stage Shows

- Fashion Show/Trade Show/Exhibition
- Readings
- Stage Play/Pantomime
- Comedian
- Dance Performance
- Contests/Games/Amusements
- Movies
- Other

(Continued on back)

Additional description
(REQUIRED):

**PART IV
PROPOSED HOURS OF ENTERTAINMENT**

WEEKDAYS	ENTERTAINMENT HOURS
Sunday	4pm - 11pm
Monday	4pm - 11pm
Tuesday	4pm - 11pm
Wednesday	4pm - 11pm
Thursday	4pm - 11pm
Friday	4pm - 11pm
Saturday	4pm - 11pm

STATEMENT OF APPLICANT: Under the pains and penalties of perjury, I affirm that the preceding answers are true to the best of my knowledge and belief. I have read, understand and agree to comply with all City and State conditions, laws, ordinances, regulations and statutes.

DATE SIGNED: 2/21/13

SIGNATURE OF APPLICANT Joseph S. Carton

PRINT NAME: Joseph S. Carton

RELATIONSHIP TO BUSINESS VP of Operations

OFFICE USE ONLY

Fee Paid \$ _____ Date: _____ Fee Returned \$ _____ Date: _____

At their meeting of 3/27/13, the Burlington City Council License Committee recommended
Approval Denial _____

At their meeting of _____, the Burlington City Council _____ this entertainment permit application.



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

802-865-7131 TTY 802-865-7142

2013-2014 License Application
Entertainment Permit - ~~Outdoor~~ INDOOR

Corporation/Sole Proprietor Name: ROQUE'S VERMONT CORP.

D/B/A (Business Name): Madera's Restaurante Mexicano and Cantina

Business Location: ~~3 MAIN ST, SUITE #100~~ → 180 Battery Street

PERMIT CONDITIONS

Dancing: No Change: _____ Amplified Music: Yes Change: _____
No Dancing

*recommended for approval @ 3/27/13 lc mtg do

ENTERTAINMENT HOURS AND TYPES

WEEKDAY	HOURS	DESCRIPTION OF ENTERTAINMENT	REQUESTED CHANGES
Sunday	12:00 PM - 10:30 PM	Disc Jockey, Live Instrumental Music, Live Vocal Music	_____
Monday	11:30 AM - 10:30 PM	Disc Jockey, Live Instrumental Music, Live Vocal Music	_____
Tuesday	11:30 AM - 10:30 PM	Disc Jockey, Live Instrumental Music, Live Vocal Music	_____
Wednesday	11:30 AM - 10:30 PM	Disc Jockey, Live Instrumental Music, Live Vocal Music	_____
Thursday	11:30 AM - 10:30 PM	Disc Jockey, Live Instrumental Music, Live Vocal Music	_____
Friday	11:30 AM - 10:30 PM	Disc Jockey, Live Instrumental Music, Live Vocal Music	_____
Saturday	12:00 PM - 10:30 PM	Disc Jockey, Live Instrumental Music, Live Vocal Music	_____

SIGNATURES

By signing below, I acknowledge receipt of all standard and special entertainment permit conditions including the City's food policy and crowd control protocol. I certify that I have read, understand and agree to be bound by said conditions and policies. I also understand that any changes in days, hours or types of entertainment require prior approval of City Council.

Signature of Applicant Jeanette C Wood

Print Name Jeanette C Wood

Date 2/11/13

pd chk # 4802
at 1:00 10 10 2/12/13



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

CITY OF BURLINGTON ENTERTAINMENT PERMIT APPLICATION

- New Renewal
- Indoor Indoor
- Outdoor Outdoor

PART I ORGANIZATION

All information in this section is required

1. Corporation/Sole Proprietor name Pacific Rim Cafe LLC
2. D/B/A (Business Name) Pacific Rim Asian Cafe 3. Bus. Phone _____
4. Business Address 161 Church St. Burlington, VT 05401
5. Mailing Address 49 Central Ave Burlington, VT 05401
6. Contact person Rich Brandt 7. Contact Phone 802 399-1444
8. Email contact address RBRANDT6@HOTMAIL.COM

PART II OPERATION

1. Occupancy Load 100 2. # of Restrooms 2 3. # of Egresses 2
4. Date of last Fire/Safety Check ~~2/14/2013~~ 2013 5. Dancing by Patrons? Yes or No
6. Amplified Music? Yes or No (pending)

* recommended for approval @ 3/27/13 lc mtg lo

PART III TYPE OF ENTERTAINMENT

Please identify with a check mark the entertainment for which you are applying. Check all that apply.

- Live Instrumental Music Live Vocal Music Jukebox
- Disc Jockey Karaoke

***Please give additional description for any selections below on the next page (REQUIRED)

- ***Floor/Stage Shows
- Fashion Show/Trade Show/Exhibition
 - Readings
 - Stage Play/Pantomime
 - Comedian
 - Dance Performance
 - Contests/Games/Amusements
 - Movies
 - Other

pdchk #1155
\$ 335.00
2/25/13

(Continued on back)

Additional description (REQUIRED):

After the restaurant (Pacific Rim Asian Cafe) closes at 9:30pm, the bar will be open with a limited bar menu until closing at 10:00pm. If there will be any entertainment, it would start at 10:00pm and continue until closing. Entertainment would include acoustic performers as well as small bands and occasional DJ performers. Dancing by customers will be expected with the DJ performances and is possible with live music performances. The customers will be strictly over age 21 (no exceptions) and a doorman will be monitoring capacity as well as checking ID. There may be weeks with no entertainment as we don't know the possible demand but want to PART IV apply for the flexibility to have entertainment on different days of the week except Monday.

PROPOSED HOURS OF ENTERTAINMENT

* 10pm-2am
everyday
to 3/27/13

WEEKDAYS	ENTERTAINMENT HOURS
Sunday	10:00pm - 1:30pm
Monday	no entertainment 10-2am
Tuesday	10-2 AM
Wednesday	10-2 AM
Thursday	10:00pm - 2 AM
Friday	10:00pm - 2 AM
Saturday	10:00pm - 2 AM

STATEMENT OF APPLICANT: Under the pains and penalties of perjury, I affirm that the preceding answers are true to the best of my knowledge and belief. I have read, understand and agree to comply with all City and State conditions, laws, ordinances, regulations and statutes.

DATE SIGNED: 3/20/13

SIGNATURE OF APPLICANT 

PRINT NAME: Richard Brandt

RELATIONSHIP TO BUSINESS co-owner

OFFICE USE ONLY

Fee Paid \$ _____ Date: _____ Fee Returned \$ _____ Date: _____

At their meeting of 3/27/13, the Burlington City Council License Committee recommended Approval Denial _____

At their meeting of _____, the Burlington City Council _____ this entertainment permit application.

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

FIRST CLASS CABARETS:

Akes' Place
Drink Lounge and Bistro
Esox
Finnigan's Pub
Flynn Center for Performing Arts
JP's Pub
Lift
Nectar's
Olde Northender Pub
Red Square Bar and Grill
RiRa, The Irish Pub
The Other Place
Three Needs
T. Rugg's Tavern
Vermont Lake Monsters

FIRST CLASS CLUBS:

Burlington Country Club
Elks Club #916
Samuel de Champlain Club
St. John's Club
VFW

FIRST CLASS HOTELS:

Courtyard by Marriott
Hilton Burlington

FIRST CLASS RESTAURANTS:

American Flatbread, Burlington Hearth
A Single Pebble
Asiana House
Asiana Noodle Shop
August First
Big Fatty's BBQ
Bluebird Barbecue
Bluebird Tavern
Blue Cat Café and Wine Bar
Breakwater's
Bueno Y Sano

Buffalo Wild Wings
Church Street Tavern
Das Bierhaus
El Cortijo
El Gato Cantina
Esperanto
Farmhouse Tap & Grill
Four Corners of the Earth
Halvorson's Upstreet Café
Ice House
India House
Junior's in the Alley
Ken's Pizza and Pub
L'Amante
Leunig's Bistro
Madera's
Magnolia Breakfast and Lunch Bistro
Manhattan Pizza
Mr. Crepe
Muddy Waters
My Little Cupcake
New World Tortilla
Nika (formerly Three Tomatoes Trattoria)
Panadero Bakery
Penny Cluse Café
Pistou
Pizzeria Verita
Sansai
Scuffer Steak and Ale House
Shalimar of India
Shanty on the Shore
Sherpa Kitchen
Skinny Pancake
Sky Burgers
Smitty's Pub
Sodexo, Brennan's Bistro Pub
Sodexo, Champlain College
Sodexo, UVM Faculty Dining Room
Splash at the Boathouse
Sweetwaters
The Spot
Trattoria Delia
Vermont Pub and Brewery
Zabby's Stone Soup

SECOND CLASS STORES:

Downtown Quick Stop

Simon's Store-Battery Park-
Vermont Pub and Brewery

2013 – 2014 OUTSIDE CONSUMPTION PERMIT RENEWALS

FIRST CLASS CABARETS:

Akes' Place
Finnigan's Pub
Olde Northender Pub
Red Square Bar and Grill
RiRa, The Irish Pub
Three Needs
T. Rugg's Tavern
Vermont Lake Monsters

FIRST CLASS CLUBS:

Burlington Country Club
Elks Club #916
St. John's Club
VFW

FIRST CLASS HOTEL:

Hilton Burlington

FIRST CLASS RESTAURANTS:

American Flatbread, Burlington Hearth
A Single Pebble
Asiana House
Asiana Noodle Shop
August First
Bluebird Barbecue
Bluebird Tavern
Blue Cat Café and Wine Bar
Breakwater's
Buffalo Wild Wings
Church Street Tavern
Das Bierhaus
El Gato Cantina
Farmhouse Tap & Grill
Halvorson's Upstreet Café
Ice House
Ken's Pizza and Pub
Leunig's Bistro
Madera's
Magnolia Breakfast and Lunch Bistro
Manhattan Pizza
Mr. Crepe

Nika (formerly Three Tomatoes Trattoria)

Pistou

Sansai

Scuffer Steak and Ale House

Shanty on the Shore

Skinny Pancake

Sky Burgers

Smitty's Pub

Splash at the Boathouse

Sweetwaters

The Spot

Vermont Pub and Brewery



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

CITY OF BURLINGTON
Annual Outside Consumption Renewal Form

[X] New [X] Renewal

PART I--ORGANIZATION

All information is required

- 1. Corporation/Sole Proprietor name Burlington Harbor Hotel Group, LLC.
2. D/B/A (Business Name) Courtyard Burlington Harbor 3. Bus. Phone 864-4700
4. Business Address 25 Cherry St.
5. Contact person JOE CARTON 6. Contact Phone 802-316-2960.
7. Email Address joe.carton@marriott.com

PART II--OPERATION

1. Requested period of operation:

Months: May 1 to Oct. 31

2. Requested times of operation:

Sunday 10 Am- 9 pm Wednesday 10 Am- 9 pm Saturday 10 Am- 9 pm
Monday 10 Am- 9 pm Thursday 10 Am- 9 pm
Tuesday 10 Am- 9 pm Friday 10 Am- 9 pm

PART III--DESCRIPTION

- 1. Proposed Dimensions
2. Is it a patio, deck, alleyway etc. GARDEN TERRACE
3. Is it on City property? No If yes, do you have a current license agreement?

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

*recommended for approval C 3/27/13 l c m t s l o

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

Annual outside Consumption Renewal Form -Page 2

Detailed description We would like to license our GARDEN Terrace
7 DAYS A week for Evening BBQ's & RECEPTIONS from
MAY 1 - October 31st.

Signature of Applicant Joseph A. Carton

Date: 3/25/13

Print Signature Joseph S. Carton

APPROVED BY LOCAL CONTROL COMMISSION _____

SENT TO DEPARTMENT OF LIQUOR CONTROL _____

FINAL APPROVAL BY DEPARTMENT OF LOCAL CONTROL _____

CHERRY STREET

HOTEL VERMONT

Entry

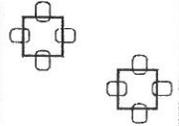
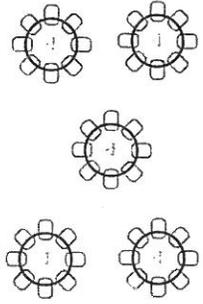


COURTYARD

Bar

Fountain

GARDEN TERRACE



HILTON HOTEL

BATTERY ST

If naturalized citizen, please complete the following:

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

CORPORATE INFORMATION:

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

LEGAL NAME _____ STREET/CITY/STATE _____

41 Cherry St, LLC

41 Cherry St.

DBA: Hotel Vermont

Burlington, Vt. 05401

Date of incorporation 4/20/2012 Is corporate charter now valid? yes

Corporate Federal Identification Number 26-4046310

Have you registered your corporation and/or trade name with the Town/City Clerk? yes and/or Secretary of State? yes (as required by VSA Title 11 § 1621, 1623 & 1625).

ALL APPLICANTS

HAVE ANY OF THE APPLICANTS EVER BEEN CONVICTED OR PLED GUILTY TO ANY CRIMINAL OR MOTOR VEHICLE OFFENSE IN ANY COURT OF LAW (INCLUDING TRAFFIC TICKETS) AT ANY POINT?

YES NO

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

Name _____ Court/Traffic Bureau _____ Offense _____ Date _____

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

Name _____ Office _____ Jurisdiction _____

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

NAME: Joseph S. Carton
TITLE: V.P. of Operations
DATE: 1/16/2013

(If you have not attended an Education Seminar prior to making application, please contact the Liquor Control Investigator in your area regarding this mandatory training.)

FOR ALL APPLICANTS: DESCRIPTION /LOCATION OF PREMISES (Section 4)

Description of the premises to be licensed: 125 Room Hotel, with 2 Attached Decks, Juniper Lounge + Rest, Room Service, 4 Function Rooms, 2 Hospitality Suites

Does applicant own the premises described? yes If not owned, does applicant lease the premises? _____
If leased, name and address of lessor who holds title to property: _____

Are you making this application for the benefit of any other party? _____

FIRST CLASS APPLICANTS ONLY: No first class license may be issued without the following information.

HEALTH LICENSE #: Food 14238 Lodging 14239 (if licensed as a Hotel)

VERMONT TAX DEPARTMENT: Meals & Rooms Certificate/Business Account # 26-4046310

Business is devoted primarily to: (Circle one)

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

If you are considering Outside Consumption service on decks, porches, cabanas, etc. you must complete an Outside Consumption Permit. Please request this form from your Town/City or from the Department of Liquor Control.

CABARET APPLICANTS ONLY:

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

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

=====

ALL APPLICANTS MUST COMPLETE AND SIGN BELOW

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

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

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

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

Dated at _____ in the County of _____ and State of _____,
this _____ day of _____, 20____

Corporations/Clubs: Signature of Authorized Agent

Individuals/Partners: (All partners must sign)

Joseph A Carter

(Title)

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

_____, Vermont, _____
Town/City Date

APPROVED

DISAPPROVED

Approved/Disapproved by Board of Control Commissioners of the City or Town (circle one) of _____
Total Membership _____ members present

Attest, _____
City or Town Clerk

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

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

NOTICE: After local action, all new applications are investigated by the Enforcement and Licensing Division prior to approval/disapproval of the license by the Liquor Control Board.

SECTION 5111 AND 5121 OF THE INTERNAL REVENUE CODE OF 1954 REQUIRE EVERY RETAIL DEALER IN ALCOHOLIC BEVERAGES TO FILE A FORM ANNUALLY AND PAY A SPECIAL TAX IN CONNECTION WITH SUCH SALES ACTIVITY. FOR FURTHER INFORMATION, CONTACT:

THE BUREAU OF ALCOHOL, TOBACCO & FIREARMS (TTB) (513) 684-2979
DEPARTMENT OF THE TREASURY
550 MAIN STREET, CINCINNATI, OH 45202



LIQUOR LICENSE

NEW APPLICANT QUESTIONNAIRE

D/B/A (Business Name) 41 Cherry St, LLC

Contact person Joe Carton Contact Phone 802-316-2960

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

Yes - The Courtyard Burlington Harbor

2. Please describe your experience serving or selling alcohol?

I have managed the Radisson/Wyndham
and now the Courtyard all with a liquor/Hotel
license

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

Yes, I am familiar with the laws

Yes, I have completed the DLC training on 1/16/13

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

Yes.

5. How many employees will you have?

Approximately 10-12

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

We will have a hotel license to include a BAR / Rest
Approx 3000 sq-ft, 4 meeting Rooms (2000 sq-ft total),
2 outdoor Decks. 1500 sq. ft each and
125 hotel Rooms.

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

We will train all F+B employees to the law
and expect them to abide by the laws of VT.

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

STATE OF VERMONT
OFFICE OF SECRETARY OF STATE

Certificate of Trade Name Registration

I, James C. Condos, Vermont Secretary of State hereby certify that

HOTEL VERMONT

was registered on April 20, 2012 per copy attached.

April 23, 2012

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

James C. Condos

James C. Condos
Secretary of State



This trade name expires 5 years from the date of registration/renewal

L-24486

Articles of Amendment
Limited Liability Company
Vermont Secretary of State, 81 River Street, Montpelier, VT 05609-1104

Current name: 35 Cherry Street, LLC

Name is changed to: 41 Cherry Street, LLC
(name must end with Limited Liability Company; Limited Company; LLC; or LC; may abbreviate Ltd & Co)

(Alternate name) Cherry Street, LLC

NOTE: A Foreign LLC (non VT) must attach a good standing certificate, dated no earlier than 30 days prior to filing, from its state of origin. Click "here" to see what you can do if the name is not available in Vermont.

Date articles were filed: 09/16/2008 **organized under the laws of: (state/country):** VT

- Is changing its state (or country) of origin to:** _____
- Is changing to a term Limited Liability Company:** _____
- Is changing the period of duration of its term to:** _____
- Is ceasing to be a Term Limited Liability Company.**
- Changing to a Manager-Managed co. The name & address of each manager.**

- Changing to a Member-Managed company.**

2008 OCT 28 PM 1:03

- Members ARE to be personally liable for debts and obligations under § 3043(b) of this title.**
- Members CEASE to be personally liable for debts and obligations under § 3043(b) of this title.**

Changes other than listed above:

SIGNATURE

Title:

MANAGING MEMBER

Date:

OCT. 27, 2008

\$25.00 fee Print & file in duplicate. If a delayed effective date is not specified after filing, it is effective the date it is approved.

(no later than 90 days

0024486

LLC ARTICLES OF ORGANIZATION (Domestic & foreign -T.11,Ch.21)

Vermont Secretary of State, 81 River Street, Montpelier, VT 05609-1104

Name of LLC: 35 Cherry Street, LLC

(Name must contain the words Limited Liability Company, Limited Company, LLC, LC or L3C)

Organized under the laws of the state (or country) of: Vermont

(Foreign LLC must attach a good standing cert, dated no earlier than 30 days prior to filing, from its State of origin.)

Business PURPOSE: All legal purposes.

Principal office: 25 Cherry Street

Burlington

VT

05401

Registered agent: Murphy Sullivan Kronk

Agent's street & po box: 275 College Street

Burlington

VERMONT 05401

2008 SEP 16 PM 12:04
VERMONT SECRETARY OF STATE CORPORATIONS

The fiscal year ends the month of: December (DEC will be designated unless you state differently.) Each company under this title is required to file an *annual report* within 2½ months of the close of its fiscal year. Failure to file may result in termination of the its authority. A pre-printed form will be mailed to your agent when the report is due.

Is this a *term* LLC? Yes No If Yes, state duration of its term:

An LLC is an At-Will Company unless it is designated in its articles as a Term Co

Indicate below whether the company is MANAGER or MEMBER managed & list names.

This is a MANAGER-MANAGED company? Yes List all MANAGERS name & address below

The managers are the people who operate the LLC

Charles DesLauriers

Jay Canning

This is a MEMBER managed company? Yes List managing MEMBERS name & address below

The members are the people who own the LLC

Are members personally liable for debts & obligations under T.11,§3043(b)? Yes No

Is this an L3C Company? Yes No

Printed Name Catherine Kronk

Signature Catherine Kronk date: 9/15/08

Organizers address:

275 College Street, Burlington, VT 05401

Fees: VT = \$100.00 Foreign (non-Vt) = \$100.00 Print & file in duplicate.

You can delay the effective date up to 90 days, otherwise it is effective the date it is approved, date

Your email address or phone # so we can contact you with questions: 802-861-7000

TRADENAME REGISTRATION (11 VSA, Ch.15)

Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1104 (802-828-2386)

BUSINESS NAME: (corporate indicators such as incorporation, limited, company, LLC cannot be used in a trade name)

Note: anyone intending to operate a postsecondary school must first apply to the state board of education.

Hotel Vermont

Alternate name: (If first choice is not available)

Name of the town where business is located:

Burlington, VT

Date business began: January 1, 2010

Business purpose - (be specific - "restaurant"/ "beauty shop"/ "auto sales")

Hospitality and all legal matters

List below the individual(s) or the entity names & address that are doing business under this trade name.

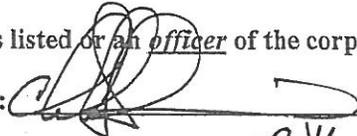
Name of owner (list person or company name)	street & po box	city	state & zip code
41 Cherry Street, LLC	25 Cherry Street	Burlington,	VT 05401

Name and address of process agent (non-residents only):

Vermont

VERMONT SECRETARY OF STATE CORPORATIONS APR 20 AM 11:55

One of the individuals listed or an officer of the corporation/LLC must sign in front of a notary public.

Applicant's signature:  Title Manager

Subscribed and sworn to before me this 18th day of April, 2012

Notary Public signature Catherine Konk commission expiration date 2.10.15

\$50.00 FEE: File in duplicate with self-addressed envelope. Once filed name is valid for 5 years and is public information. Trade name registration is not a guarantee that you are entitled to the name, a person or entity may have, or claim to have, a pre-existing right to exclusive use of the name. You must notify this office if the business name, address or ownership is changed.

Resources to help you start and grow your business can be found through Community Business Connections at: www.StartaBusinessinVermont

Email address or phone contact:

Elizabeth M. Drake 802-861-7000

TRADENAME CESSATION APPLICATION

Vermont Secretary of State Office, 128 State Street, Montpelier, VT 05633-1104

1. Tradename: Hotel Vermont (File No. 0130369).

COPY

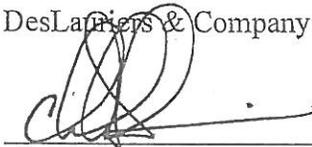
2. Complete Cessation is being filed because: The Tradename has been transferred to 41 Cherry Street, LLC effective January 1, 2010. Simultaneously with the filing of this Cessation Application, 41 Cherry Street, LLC is applying to register the Tradename.

3. The current owner of the Tradename is: DesLauriers & Company, One Church Street, Burlington, VT 05401.

4. Dated: April 18, 2012.

DesLauriers & Company

By:



Charles DesLauriers

Subscribed and sworn to before me this 10th day of April, 2012.



Notary Public

My commission expires: 2.10.15

2012 APR 20 AM 11:55
VERMONT
SECRETARY OF STATE
CORPORATIONS

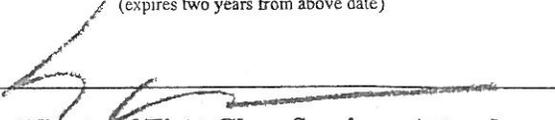
Hotel Vermont

JOE CARTON

Joseph A. Carton

1-16-13

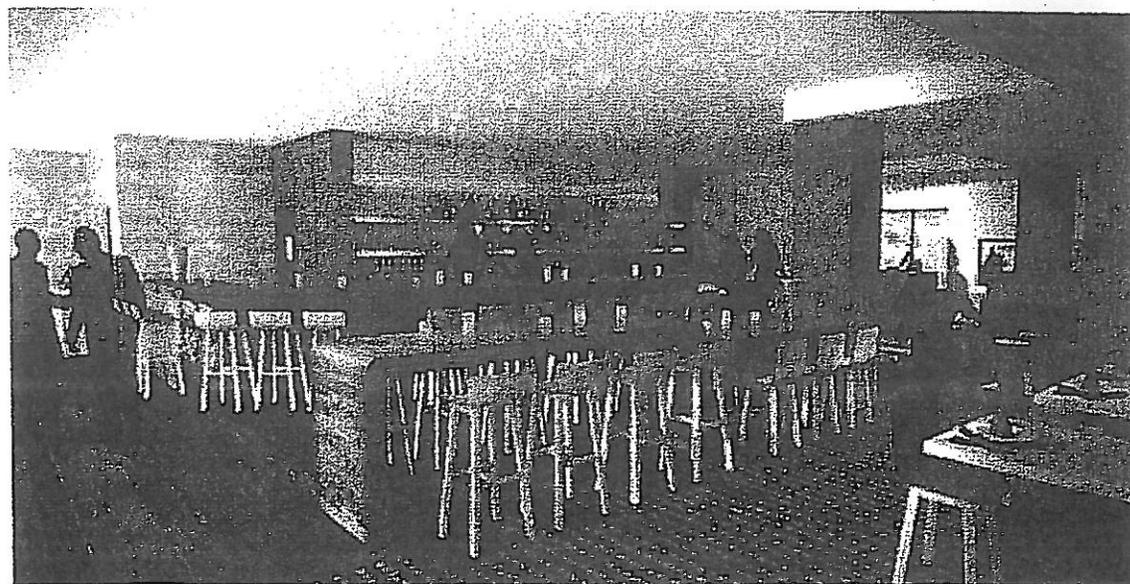
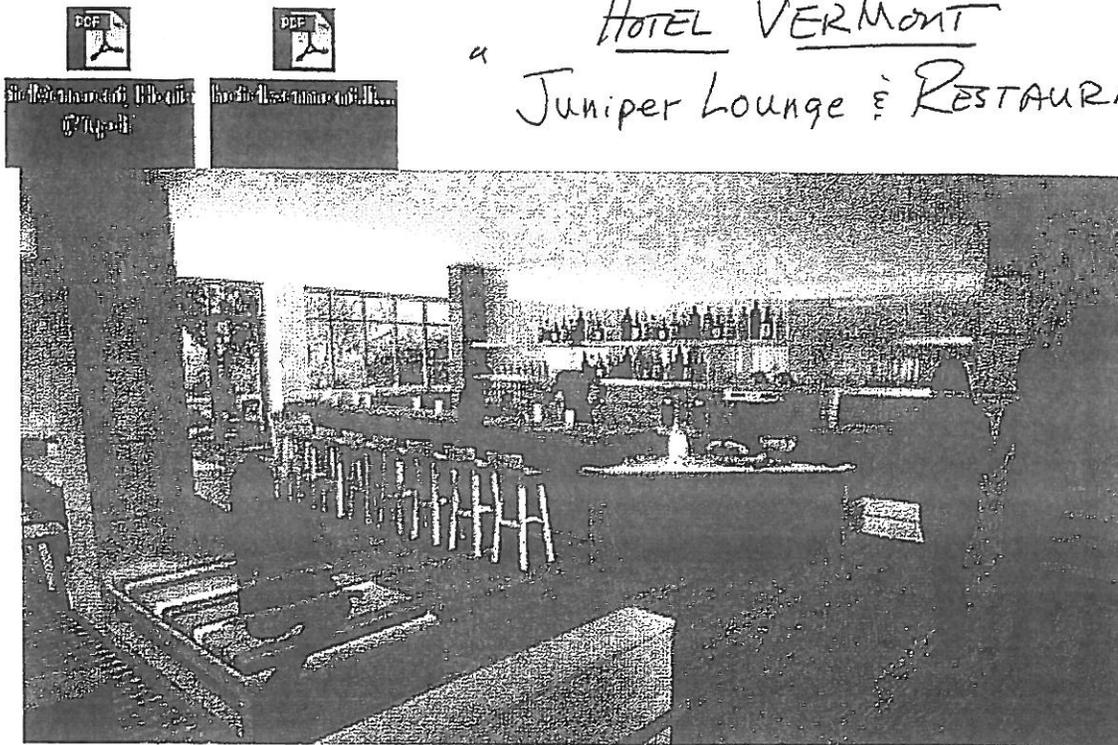
(expires two years from above date)


Certificate of First Class Seminar Attendance

CY, Burlington Harbor VT GM (F)

From: Langlais, Michell
Sent: Friday, March 01, 2013 12:01 PM
To: CY, Burlington Harbor VT GM (F)
Subject: HV Renderings of Juniper, including library area

“ HOTEL VERMONT
Juniper Lounge & RESTAURANT “
RENDERING



Michell Langlais, Director of Sales

Courtyard Burlington Harbor Hotel

TownePlace Suites by Marriott

www.marriott.com/btvd

www.marriott.com/btvts

802.864.4700 ext. 3 - Office

JUNIPER
Winter Menu

Snacks -5

- Maple Sea Salted Nuts
- Applewood Smoked Pickled Egg and Potzini
- Crunchy Kale, Sheep Milk Blue Cheese Creme Fraiche
- Clothbound Cheddar Fritters with Quince Mustard

Starters -12

- Juniper Roasted Quail, Empire Apples and Flaxseed Casidique
- Shaved Radish Salad, Pumpkinseed Crumbs, Dil Seed Vinaigrette and Spicy Sprouts
- Smoked Trout and Flint Corn Chowder, Pine Mushrooms and Corn Shouts

Shares -16

- Buttermilk Fried Chicken, Hot Peppers and Honey
- Poutine with Pomme Frites, Oxital Gravy and Cheese Curds
- Hops Smoked Mussels, Sour Ale, Salt Pork and Grilled Bread
- Grilled Cheese Plate, Four Artisan Cheeses on Warm Finger Sandwiches

Sandwiches -9

- Montreal Smoked Turkey, Brother Laurent, Leek Choucroute and Remoulade
- Whey Fed Pork Terrine, Taramisette Mustard, Pickles and Greens
- Grass Fed Beef Burger, Pickled Onions, Taramisette and a Brioche Roll Double -16
- Beets, Marinated Feta, Walnut Charvill Pesto and Endive

Mains -24

- Lamb Sausage, Wilted Chard, Fried Egg, Polenta and Pea Shoots
- Grass Fed Beef Pot Roast, Root Vegetables, Fingerling Potatoes and Horse Radish
- Goat Cheese Choccol, Mushrooms, Shallot Confit Ice Cider, Buerre Blanc

Specials -Market Price

- Meat and Potatoes
- Fish
- Pinebread

Sides -6

- Herb Fries with AIOLI
- Seasonal Greens with Cider Vinaigrette
- Squash Soup with Choucroute
- Cyrus Pringle with Sea Salt Butter

Hotel Vermont

Fari

~~Hotel Vermont=3/18/13-jsc~~

Level One- Meeting Rooms and Public Space

Red- Terrace 1,246 square feet

Pink- Juniper Restaurant/lounge- 1,527 square feet

Blue- Board Room- 363 square feet

Yellow- Conference Room A- 752 square feet

Blue/Yellow Combined- 1,115 square feet

Green- Lobby

Level Two- Meeting Rooms and Public Space

Red- Meeting Room B- 503 square feet

Orange- Hospitality Suite/Deck- 595 square feet

Yellow- Meeting Room C/Deck- 700square feet

Green- Landscaped Green roof- 1,250 square feet



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

802-865-7131 TTY 802-865-7142

Application Review
First Class Liquor License - Hotel

05/01/2013 - 04/30/2014

Jeff Hemwood

TO: Kathy Dunn, Clerk/Treasurer's Office
FROM: Lori Olberg, Clerk/Treasurer's Office
DATE: Wednesday, March 6, 2013
COMPANY: 41 Cherry Street LLC
DBA NAME: Hotel Vermont
FORMERLY:
LOCATION: 41 Cherry Street
PHONE: 316-2960

Please review
TY LOR

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

Property Taxes Overdue?

Yes

No

Initials

LAH

Property Taxes Delinquent?

Yes

No

Initials

LAH

Gross Receipts Tax Overdue?

Yes

No

Initials

LAH

Thank You,

Lori Olberg
Clerk/Treasurer's Office
City Hall

Date: Wednesday, March 6, 2013



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

802-865-7131 TTY 802-865-7142

Application Review
First Class Liquor License - Hotel

RECEIVED
MAR 07 2013

05/01/2013 - 04/30/2014

DEPARTMENT OF
PLANNING & ZONING

TO: Ken Lerner, Planning & Zoning Office
FROM: Lori Olberg, Clerk/Treasurer's Office
DATE: Wednesday, March 6, 2013
COMPANY: 41 Cherry Street LLC
DBA NAME: Hotel Vermont
FORMERLY:
LOCATION: 41 Cherry Street
PHONE: 316-2960

Please review
TM

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

Please indicate:

Approved?

Yes

No

Initials

LO

Date

3/8/13

Notes: _____

Thank You,

Lori Olberg
Clerk/Treasurer's Office
City Hall

Date: Wednesday, March 6, 2013



3
May 1, 201~~3~~ ---- April 30, 201~~3~~ 4

CITY OF BURLINGTON Annual Outside Consumption Renewal Form

New Renewal

PART I--ORGANIZATION

All information is required

- 1. Corporation/Sole Proprietor name 41 Cherry St. LLC
- 2. D/B/A (Business Name) Hotel Vermont 3. Bus. Phone 802-
- 4. Business Address 41 Cherry St, Burlington, Vermont
- 5. Contact person Joe Carlton 6. Contact Phone 802-266-2960
- 7. Email Address joe.carlton@marriott.com

PART II--OPERATION

1. Requested period of operation:

Months: Year Round to _____

2. Requested times of operation:

Sunday 8Am-2Am Wednesday 8Am-2Am Saturday 8Am-2Am
 Monday 8Am-2Am Thursday 8Am-2Am
 Tuesday 8Am-2Am Friday 8Am-2Am

PART III--DESCRIPTION

- 1. Proposed Dimensions 30' x 50' =/ 30' x 50
- 2. Is it a patio, deck, alleyway etc. Deck
- 3. Is it on City property? No If yes, do you have a current license agreement? _____

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

**recommended for approval @ 3/27/13 lcomty
lo*

May 1, 2012 ---- April 30, 2013

Annual outside Consumption Renewal Form -Page 2

Detailed description We have 2 outside decks one on the
Lobby Level, approx 1500 square feet, the second deck is
a green roof on Level 2 outside a Hospitality Room and a Function
Room. It is approx 1500 sq. ft.

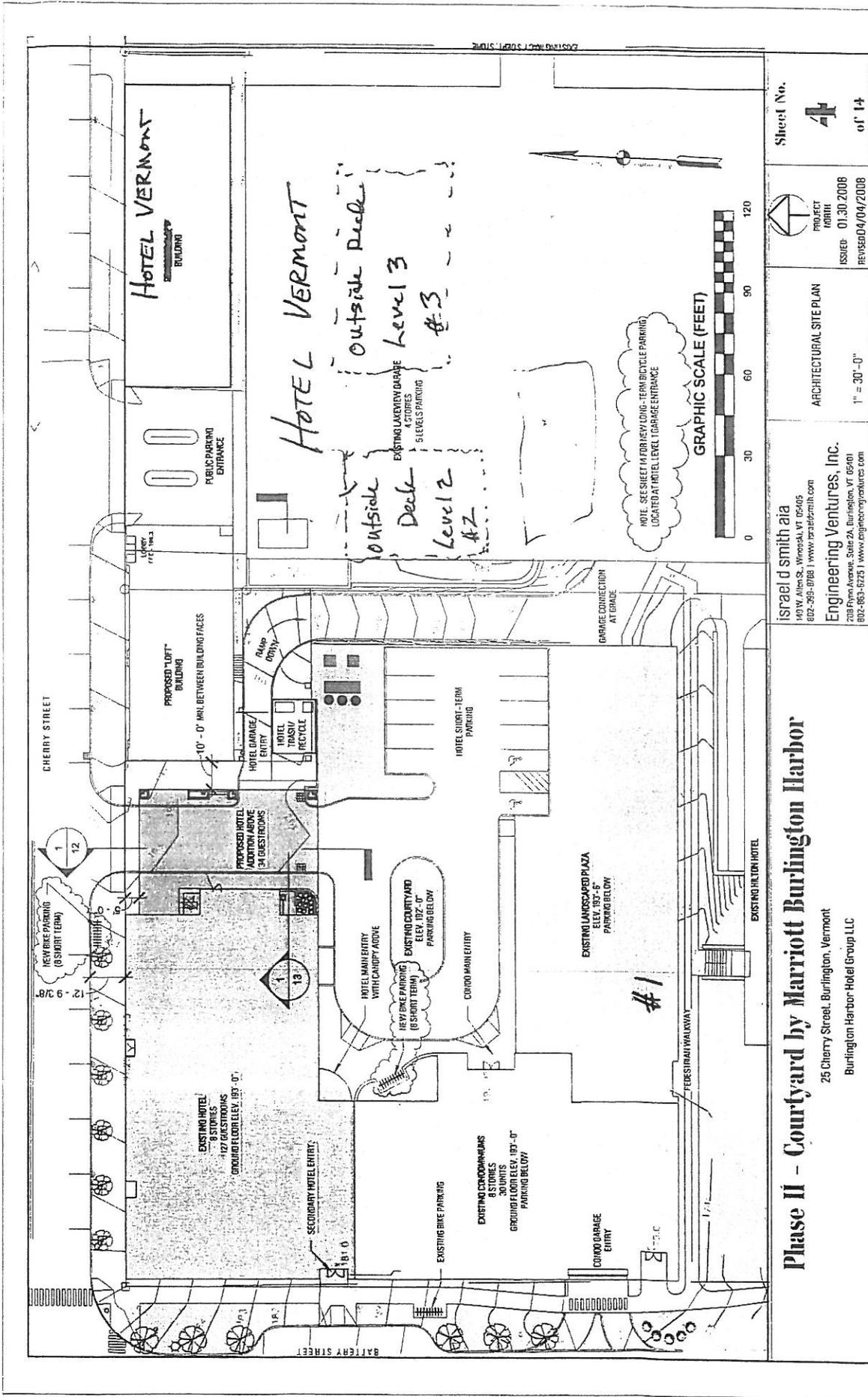
Signature of Applicant Joseph S. Carton
Print Signature Joseph S. Carton

Date: 2/19/13

APPROVED BY LOCAL CONTROL COMMISSION _____

SENT TO DEPARTMENT OF LIQUOR CONTROL _____

FINAL APPROVAL BY DEPARTMENT OF LOCAL CONTROL _____



Sheet No. **4** of **14**

PROJECT: **HOHII**
 ISSUED: **01.30.2008**
 REVISED: **04/04/2008**

ARCHITECTURAL SITE PLAN

1" = 30'-0"

israel d smith aia
 142 W. Allen St., Winooski, VT 05405
 802-295-8788 | www.israel-smith.com

Engineering Ventures, Inc.
 208 Flynn Avenue, Suite 2A, Burlington, VT 05401
 802-863-6225 | www.engineeringventures.com

Phase II - Courtyard by Marriott Burlington Harbor

25 Cherry Street, Burlington, Vermont
 Burlington Harbor-Hotel Group LLC

- #1 - Outside Landscape Deck
- #2 - Deck off Junior Lounge
- #3 - Green Deck off Level 3

20 13

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

Pacific Rim Cafe LLC
Print Full Name of Person, Partnership, Corporation, Club or LLC
PACIFIC RIM ASIAN CAFE
Doing Business As - Trade Name
161 Church St.
Street and street number of premises covered by this application
Burlington, VT 05401
Town or City & Zip Code
802 399-1444
Telephone Number
49 Central Ave Burlington, VT 05401
Mailing Address (if different from above)
Email address RBRANDT6@HOTMAIL.COM

* recommended for approval
C 3/27/13 lc mty lo
• lease
• Fire Marshal approval
• all standard conditions

Please circle appropriate categories

FIRST CLASS ~~RESTAURANT~~ TOBACCO

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

FEES:

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

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

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

If this premise was previously licensed, please indicate name Sky Burger

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

INDIVIDUAL
~~PARTNERSHIP~~

LIMITED LIABILITY COMPANY
CORPORATION

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

LEGAL NAME STREET/CITY/STATE

Richard B. Brandt 49 Central Ave Burlington VT 05401

Erik Gray - 78 S. Willard St., Burlington, VT 05401

Chris Gookin - 155 MAPLE DRIVE GEORGIA VT 05478

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

If naturalized citizen, please complete the following:

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

pd check # 1155
3/25/13 lo
\$235.00



CORPORATE INFORMATION:

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

LEGAL NAME _____ STREET/CITY/STATE _____

Date of incorporation _____ Is corporate charter now valid? _____

Corporate Federal Identification Number _____

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

ALL APPLICANTS

HAVE ANY OF THE APPLICANTS EVER BEEN CONVICTED OR PLED GUILTY TO ANY CRIMINAL OR MOTOR VEHICLE OFFENSE IN ANY COURT OF LAW (INCLUDING TRAFFIC TICKETS) AT ANY TIME?

YES NO

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

Name: Richard Brandt Court/Traffic Bureau: Burlington Offense: Moving violation/no stop at stop sign Date: OCT 2011

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

Name _____ Office _____ Jurisdiction _____

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

NAME: Richard Brandt
TITLE: owner
DATE: 3/7/13

(If you have not attended an Education Seminar prior to making application, please visit www.liquorcontrol.vermont.gov and click on Seminar Schedule for a list of Seminars in your area)

FOR ALL APPLICANTS: DESCRIPTION /LOCATION OF PREMISES (Section 4)

Description of the premises to be licensed: Restaurant of 100 seating capacity selling Asian cuisine and a full bar at 161 Church St.

Does applicant own the premises described? no If not owned, does applicant lease the premises? Yes

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

Are you making this application for the benefit of any other party? no

FIRST CLASS APPLICANTS ONLY: No first class license may be issued without the following information.

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

pending
pending

VERMONT TAX DEPARTMENT: Meals & Rooms Certificate/Business Account # _____

Business is devoted primarily to: (Circle one)

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

If you are considering Outside Consumption service on decks, porches, cabanas, etc. you must complete an Outside Consumption Permit. This form can be found on our website at www.liquorcontrol.vermont.gov and then click on licensing and then applications.

CABARET APPLICANTS ONLY:

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

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

.....

ALL APPLICANTS MUST COMPLETE AND SIGN BELOW

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

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

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

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

Dated at 3/20/13 in the County of Chittenden and State of Vermont,
this 20 day of March, 20 13

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

[Signature] partner
Erik K. Gray partner
Chris Crocken Partner
(Title)

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

TOWN/CITY APPROVAL/DISAPPROVAL

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

_____, Vermont, _____
Town/City Date

APPROVED

DISAPPROVED

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

Total Membership _____ members present

Attest, _____
City or Town Clerk

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

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

SECTION 5111 AND 5121 OF THE INTERNAL REVENUE CODE OF 1954 REQUIRE EVERY RETAIL DEALER IN ALCOHOLIC BEVERAGES TO FILE A FORM ANNUALLY AND PAY A SPECIAL TAX IN CONNECTION WITH SUCH SALES ACTIVITY. FOR FURTHER INFORMATION, CONTACT:
THE BUREAU OF ALCOHOL, TOBACCO & FIREARMS (TTB) (513) 684-2979
DEPARTMENT OF THE TREASURY
550 MAIN STREET, CINCINNATI, OH 45202



LIQUOR LICENSE

NEW APPLICANT QUESTIONNAIRE

D/B/A (Business Name) Pacific Rim Asian Cafe

Contact person Rich Brandt Contact Phone (802) 399-1444

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

Yes with Pacific Rim at a different location at 111 St. Paul St. before the business was closed due to termination of lease.

2. Please describe your experience serving or selling alcohol?

Over 10 years serving Beer, Wine and Liquor at Pacific Rim Asian Cafe at 111 St. Paul St.

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

Yes, I have completed numerous training courses for the DLC and all employees in the front of the restaurant (waitstaff, bartenders) will also take the DLC training course

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

No

5. How many employees will you have?

Possibly 15+

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

2630 sf - occupancy load is 100 seats
Indoor, 45 outdoor.

Will start with only 50 seat capacity for 1st week

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

ID check at door after restaurant
closes and waitstaff will ask for ID
when restaurant open.

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

**STATE OF VERMONT
OFFICE OF SECRETARY OF STATE**

The Office of Secretary of State hereby grants a

Certificate of Organization

to

PACIFIC RIM CAFE LLC

a Vermont domestic limited liability company effective on May 01, 2013

March 18, 2013

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

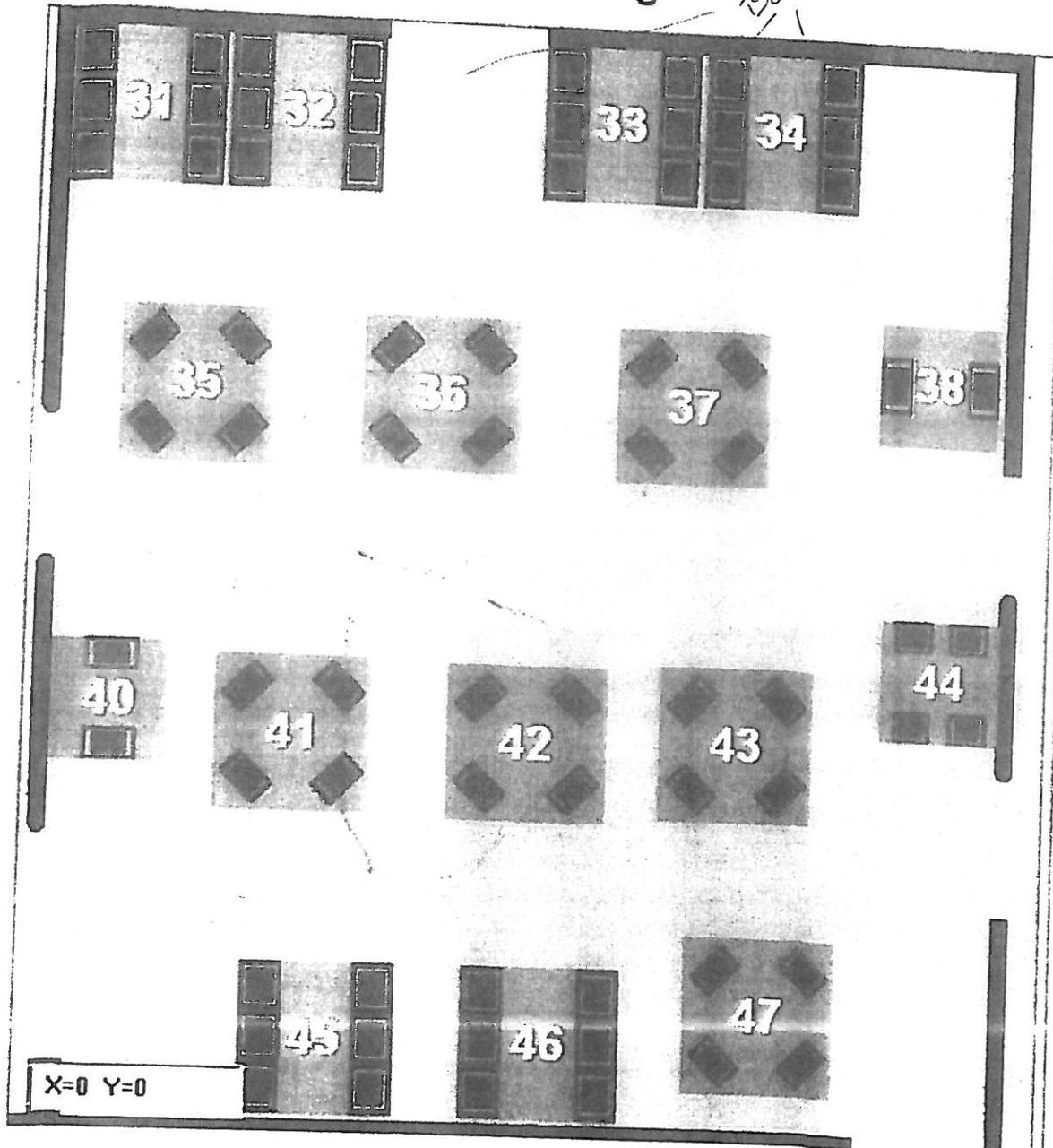
James C. Condos

**James C. Condos
Secretary of State**



Main Dining

Booths



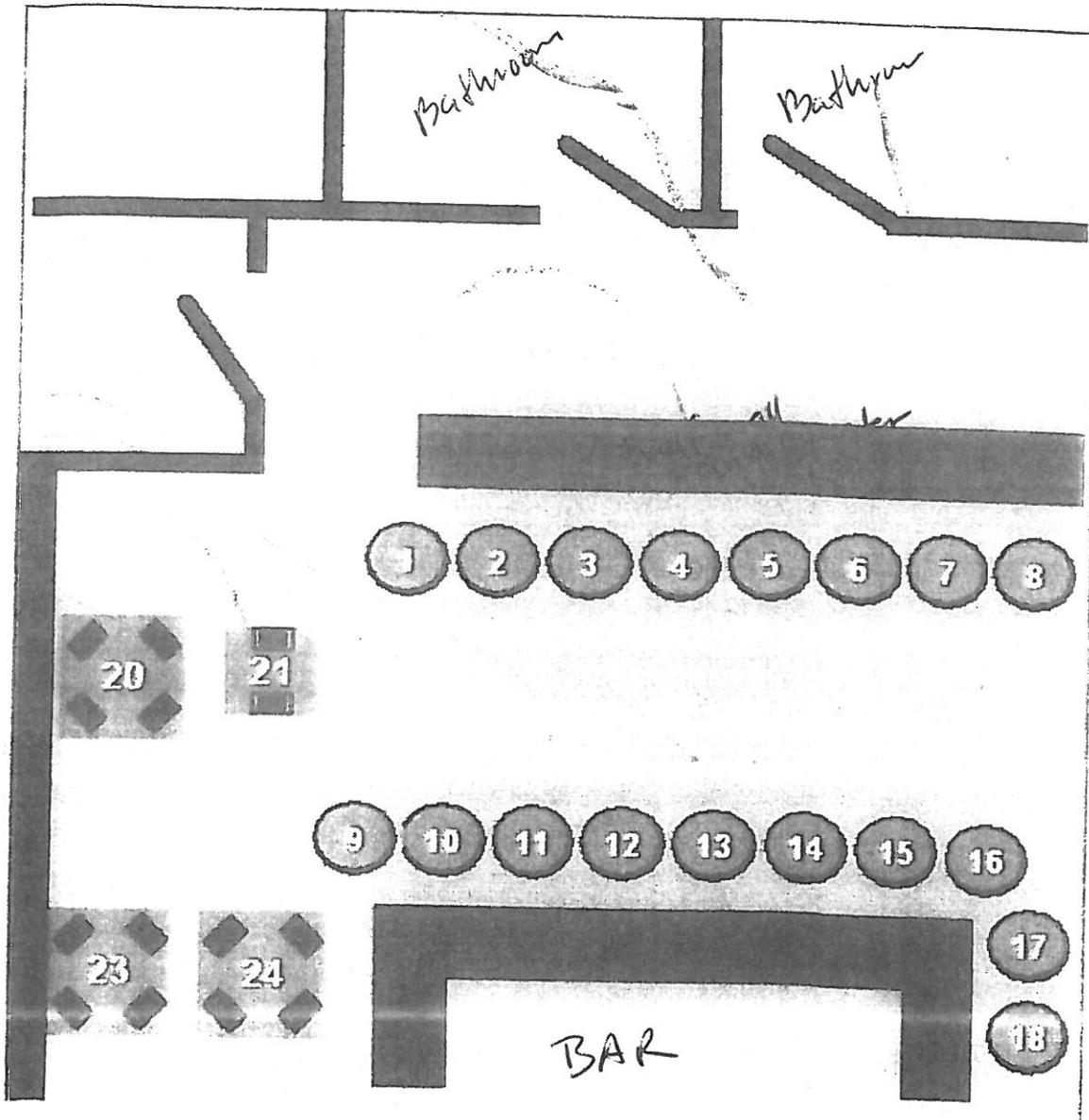
FRONT
←

Kitchen

X=0 Y=0

Exit

Lounge



March St.

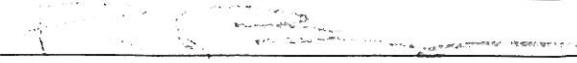
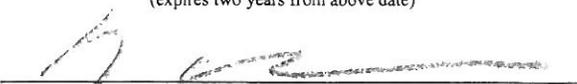
Vermont Department of Liquor Control
Certificate of First Class Seminar Attendance

Name (print):

Signature:

Date:

Investigator's Signature:

Richard Braadt

3/7/13
(expires two years from above date)

Certificate of First Class Seminar Attendance

Category (circle one): Owner Director Partner Manager Employee

Corporation Name: Dedham Pacific Rim

Business Name: Pacific Rim Asian Cafe

Street and Town: Church St, Burlington

Seminar held in: Burlington Town/City

Education Regulation 3-B
V.S.A. T.7 §239

BEVERAGE LIST

COLD DRINKS

Home Brewed Ice teas	1.50
Assorted Nantucket Nectars	1.25
Pineapple ginger juice(homemade)	2.00
Tangerine, raspberry, cherry spritzer	1.50
Raspberry, Ginger, Vanilla brew	1.75
Bottled water	1.00

HOT DRINKS

Mango, apricot, black current, vanilla orange tea	1.00
Herbal tea	1.00
Green tea	1.50
Brown rice tea	1.50

BEER ON TAP

3 VT micro brews on tap	2.50 (12 oz)
Singha - bottled Thai beer	3.50 (pint)

WINE

Merlot and Cabernet	3.95
Sirah	
Pacific Rim Riesling	

DOWNTOWN BURLINGTON

141 ~~SANIT PAUL~~ STREET
161 Church St

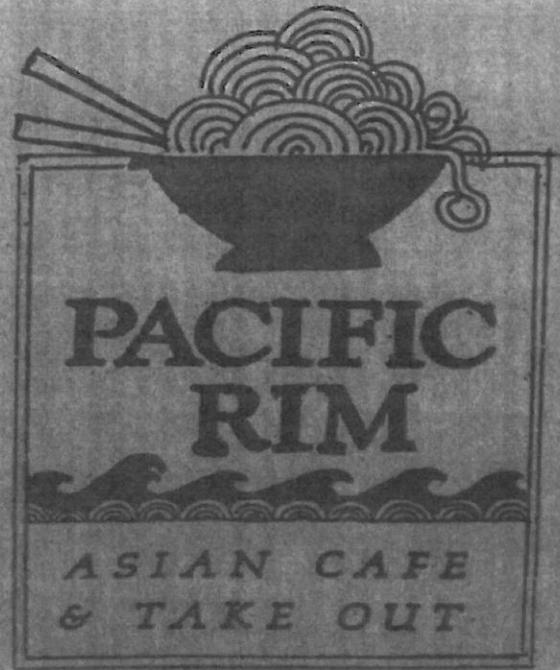
CAFE 651-3000
DELIVERY 865-8022

TUESDAY-SATURDAY

LUNCH 11:30-3:00

DINNER 5:00-9:30

THANK YOU



DOWNTOWN BURLINGTON

161 ~~SANIT PAUL~~ ST.
CHURCH STREET

CAFE 651-3000
DELIVERY 865-8022

TUESDAY-SATURDAY

LUNCH 11:30-3:00

DINNER 5:00-9:30

ECC ROLLS

Vegetable	2.00
Curry and vegetable	2.00
Shrimp and pork w/ vegetable	2.00

SUSHI ROLL

Vegetable sushi	5.00
steamed rice, avocado, cucumber, radish, carrot	
Tofu Nori Roll	5.50
steamed rice, avocado, cucumber, radish, carrot, tofu	
California Roll	5.50
mock crab, avocado, seaweed, radish, carrot, and cucumber	

SOUPS

Miso and Tofu	2.25
Korean Chicken and rice	3.00

DUMPLINGS

Korean Vegetable(6)	5.00
Tofu, carrots, scallions, and cabbage	
Chinese Pork(8)	4.00
Sauteed pork and leek dumplings	
Shrimp Shumai (8)	6.00
delicate steamed batter dumplings served with hot chili oil	

SALADS AND SIDE DISHES

Garden Salad	3.00
romaine, lettuce, fresh vegetables, bean sprouts served with cucumber sesame dressing	
Kimchi	1.75
cold spicy pickled cabbage	
Cucumber Salad	2.50
sliced cucumbers in a Korean marinade sauce	
Spicy broccoli Salad	2.50
Fresh broccoli marinated in homemade Korean spicy sauce	
White Rice	1.50

NOODLES IN BROTH

Szechuan Broth	6.00
rice noodles in a mildly spicy broth with fresh vegetables and spinach	
Buckwheat Soba Noodles in Miso Broth	6.00
with vegetables served spicy or mild	
Curry Broth with Rice Noodles	6.00
*ADD CHICKEN, BEEF, OR TOFU	1.00
SHRIMP	1.50

ASK ABOUT OUR DELICIOUS LUNCH AND DINNER SPECIALS!



COLD NOODLE DISHES

Cucumber Sesame Noodles	5.00
served spicy or mild with sliced cucumbers, carrots, tomatoes, broccoli, scallions, and bean sprouts with our delicious sesame sauce	
Spicy Korean Noodles	5.00
Noodles mixed with our fiery red Korean hot sauce served with sliced fresh vegetables on top	
Peanut Noodles(Served hot or cold)	5.00
A spiced garlic peanut sauce served with fresh sliced vegetables, lime and peanuts	

HOT NOODLE DISHES

Pad Thai	6.00
A classic pad Thai sauce, with egg, bean sprouts, peanuts, a slice of lime, topped with cilantro.	
Spicy Pepper	6.00
Noodles sauteed in a spicy red sauce served with fresh sliced vegetables	
Ginger Noodles	6.00
Noodles sauteed in a tangy ginger-garlic sauce served with sliced fresh vegetables	
Spicy Burmese Noodles	6.00
Sauteed vegetables and noodles with a Korean delicious hot sauce served with sliced fresh vegetables	

PACIFIC RIM SPECIALTIES

Pool Ko Ki (Korean sesame sirloin strips)	7.50
Korean style marinated sirloin served with white rice, broccoli salad, and Kimchi	
Malaysian Chicken Curry	7.00
Vegetables simmered in coconut milk with rice & broccoli salad on the side	
Orange Chicken Stir Fry	7.00
Chicken and mixed vegetables in a tangy ginger orange sauce with rice and broccoli salad	
Korean Shrimp Cakes	7.50
Lightly battered seasoned shrimp sauteed and served with rice, carrots, and broccoli salad	

VEGETARIAN SPECIALTIES

Chap Chae	6.50
Sauteed mung bean-noodles, tree ears, shi-take mushrooms, spinach, carrots, and onions, seasoned and served over rice with broccoli salad	
Bi Him Pap	6.50
Sauteed Oriental vegetables served over rice with a Korean hot sauce and sesame oil. Egg on top additional 50c	
Grilled Tofu (Tubu or Tofu)	6.50
Marinated sauteed tofu, in our Tubu cilantro sauce or our spicy red Thai sauce served with rice, broccoli salad, and Kimchi	
Mixed Vegetable and Tofu Curry	7.00
Sauteed vegetables, tofu, and potatoes simmered Malaysian style, served with rice and broccoli salad	
*ADD CHICKEN, BEEF, OR TOFU	1.00
SHRIMP	1.50



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

802-865-7131 TTY 802-865-7142

Application Review
First Class Liquor License - Restaurant

05/01/2013 - 04/30/2014

TO: Ken Lerner, Planning & Zoning Office
FROM: Lori Olberg, Clerk/Treasurer's Office
DATE: Tuesday, March 26, 2013
COMPANY: Pacific Rim Cafe LLC
DBA NAME: Pacific Rim Asian Cafe
FORMERLY: Sky Burgers
LOCATION: 161 Church Street
PHONE: 399-1444

*Any issues
let me know
thanks,
Lori*

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

Please indicate:

Approved?

Yes

No

Initials

LO

Date

26 Mar. 2013

Notes:

Restaurant use allowed. No change in
use from existing Restaurant.
Any new signs or exterior changes
will require zoning permit(s).

Thank You,

Lori Olberg
Clerk/Treasurer's Office
City Hall

Date: Tuesday, March 26, 2013



[Type text]

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CITY OF BURLINGTON Annual Outside Consumption Renewal Form

New Renewal

PART I--ORGANIZATION

All information is required

1. Corporation/Sole Proprietor name Pacific Rim Cafe LLC
2. D/B/A (Business Name) Pacific Rim Cafe 3. Bus. Phone _____
4. Business Address 161 Church St.
5. Contact person Rich Brandt 6. Contact Phone 802 399-1444
7. Email Address rbrandt6@hotmail.com

PART II--OPERATION

1. Requested period of operation:

Months: May 8th to October year round use

2. Requested times of operation:

Sunday Closed Wednesday 11:30-3, 5-1:30 AM Saturday 12-3, 5:00-1:30 AM
 Monday 11:30-3, 5-1:30 AM Thursday 11:30-3, 5-1:30 AM
 Tuesday 11:30-3, 5-1:30 AM Friday 11:30-3, 5:00-1:30 AM

* 11:30 AM - 9:00 PM MONDAY - SATURDAY

PART III--DESCRIPTION

1. Proposed Dimensions 27' x 14'
2. Is it a patio, deck, alleyway etc. Sidewalk
3. Is it on City property? Yes If yes, do you have a current license agreement? pending

*do recommended
for approval 6/3/13
LC mtg*

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

Detailed Description

The dining area is 21ft x 31ft. The perimeter of the dining area will be defined by a 13' fabric covered powder coated 43 in x 8ft steel barricade with 4ft opening. The inside area will have 13 tables, seating 45 people.
13 tables, 42 chairs

rt
c

Signature of Applicant Richard Brandt

Date: 3/20/13

Print Signature Richard Brandt

APPROVED BY LOCAL CONTROL COMMISSION _____

SENT TO DEPARTMENT OF LIQUOR CONTROL _____

FINAL APPROVAL BY DEPARTMENT OF LOCAL CONTROL _____