

1
2 **Resolution Relating to**
3
4

RESOLUTION _____
Sponsor(s): Councilors Paul,
Blais _____
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

5
6 PROPOSED CHAMPLAIN COLLEGE PURCHASE OF
7 436 MAPLE STREET PROPERTY
8

9
10
11
12 **CITY OF BURLINGTON**

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

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

16
17 That WHEREAS, Champlain College is prepared to purchase a lot and residence located at 436 Maple
18 Street; and

19 WHEREAS, a 1994 Memorandum of Understanding (attached) between Champlain College and
20 the City requires Champlain College to seek and receive City Council approval before purchasing
21 properties outside delineated boundaries; and

22 WHEREAS, 436 Maple Street is outside the delineated boundaries and thus requires Council
23 approval; and

24 WHEREAS, Champlain College has confirmed that it will not, following the transfer of ownership
25 to the college, use the property for student housing; its intended use will be to provide housing for faculty,
26 staff members, and/or other non-student residents;

27 NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the Champlain
28 College purchase of the above-referenced property located at 436 Maple Street.
29
30

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

This Memorandum of Understanding and Agreement ("Agreement") made and entered into this 27th day of October, 1994, by and between the City of Burlington, a Vermont municipal corporation ("City"), and Champlain College, Inc., a Vermont institution of higher education ("Champlain");

W I T N E S S E T H :

WHEREAS, it is in the best interest of both the City and Champlain that a comprehensive agreement be reached which will provide to both entities and to the Champlain College neighborhood opportunity to co-exist in the most advantageous manner possible; and

WHEREAS, to that end, the President and administrative staff at Champlain and the Mayor and administrative staff of the City have carried out comprehensive negotiations to achieve a solution to current and prospective problems and needs which will be beneficial to Champlain, the City and the entire City community; and

WHEREAS, the result of such negotiations has been the negotiation of this Agreement by the City and Champlain including as a fundamental principle that it will be most desirable to allow Champlain opportunity for reasonable growth within its established "Core Campus", "Transitional Area", and "Authorized Areas", (hereinafter defined) while simultaneously establishing definitive boundaries concerning

such campus so that the surrounding residential neighborhoods can be protected, and parking and traffic problems dealt with in the most efficient fashion; and

WHEREAS, prior to the execution of this Agreement, it was necessary for both the City's Planning Commission and City Council, Champlain's Board of Trustees and the general public to have opportunity to fully consider the Agreement, and to have full input with respect thereto prior to execution hereof; and,

NOW THEREFORE, IT IS AGREED by and between the City and Champlain as follows:

1. The "Core Campus" is defined as the central campus of Champlain College, the boundaries of which shall be as set forth on the map attached hereto and incorporated herein as Exhibit A, and defined on said map as "Core Campus".

2. "Transitional Area" is that area as defined on said Exhibit A as "UC Transitional".

3. "Authorized Areas" include the "Core Campus", the "Transitional Areas", and the central business district (as defined in the City's Zoning ordinance.)

4. The duration of this Agreement shall be twenty (20) years from the date of execution hereof. During the term hereof, Champlain shall not acquire, lease and/or utilize any additional property within the City located outside of the Authorized Areas that is not currently being utilized by Champlain, herein or except as may be mutually

agreed between the City's City Council and Champlain's Board of Trustees. Provided, however, the restrictions contained in this Paragraph shall not apply to the rental or leasing by Champlain of rooms in private homes for not more than two students in any particular building.

5. Notwithstanding the foregoing section, Champlain shall also have the right to acquire and to utilize buildings located outside of the "Authorized Areas" which are currently utilized for fraternity house, sorority house or institutional usage.

6. It is acknowledged by the parties hereto that the City's zoning standards have recently been amended to permit Champlain to develop that portion of its campus within the Core Campus at a lot coverage not exceeding sixty percent (60%) rather than the former maximum of forty percent (40%).

7. Champlain shall commit that there shall be no net loss of green space currently in existence within the Core Campus as a result of creating additional parking spaces. It shall be permissible for Champlain to convert existing green space areas to parking areas provided that an equal amount of existing lot coverage such as paved area is reconverted to green space. Champlain shall be authorized to attempt to meet future parking requirements at off-campus locations provided such locations are within a reasonable walking or shuttle bus distance from the campus and function as a workable part of an overall parking program.

8. The properties fronting on Harrington Terrace and Jackson Court shall be rezoned in such a fashion that only residential use shall be permitted. Champlain shall not acquire and/or utilize properties located on either of such streets for its institutional purposes.

9. The City shall permit Champlain to utilize the so-called Coolidge House at 312 Maple Street for administrative office purposes, and accept such use by Champlain.

10. Champlain shall either use the premises at 380 Maple Street for its residential purposes or shall convey such property with a covenant calling for subsequent residential use by the purchaser thereof for the duration of the final Agreement.

11. The City recognizes Champlain's need for and will support the development by Champlain within the above-described "Authorized Areas" of housing units for 100 students to be built in a "townhouse" format of 25 units. The City recognizes that such units may also be appropriately placed within 300 feet westerly of the centerline of South Willard Street (230 feet westerly of the centerline of South Willard Street for the so-called "Cannon" property) within the "Transitional Area" should such properties be acquired by Champlain, with some of such units also being permissibly placed on the property known and designated as 195 South Willard Street, or on Maple Street within the "Core Campus" area.

12. Should the properties referenced in Section 11 be acquired by Champlain, the existing buildings, additions thereto, and the land extending to 300 feet westerly of the centerline of South Willard Street (230 feet westerly of the centerline of South Willard Street for the "Cannon" property) may be used for institutional purposes. Champlain shall utilize the balance of such lot or lots to the westerly boundary line thereof as open space in order to create a buffer zone between the residential properties fronting on South Union Street and the more intense institutional use by Champlain of the properties fronting on South Willard Street. The westerly portion of such lots will be used for green space and passive recreation (reading, sitting, etc.) purposes. Champlain shall permit the general public to utilize such green space for such passive recreation purposes subject to reasonable controls by Champlain. However, if Champlain acquires the "Cannon" property, it shall have the right to use the existing brick barn/carriage house which borders the westerly boundary of said property for institutional purposes.

13. The City shall agree not to impose or implement resident-only parking on either Maple Street from South Prospect Street to South Union Street or on South Willard Street. Champlain shall not contest in any fashion the implementation of resident-only parking on Harrington Terrace, Jackson Court and Summit Street.

14. Champlain shall further endeavor to eliminate its existing parking deficit of 150 spaces by a combination of solutions including, without limitation, off-site parking lots, underground or decked parking in dual footprint structures, a parking garage if economically feasible, increased transit use, participation in a shuttle program, ride-sharing, van pools for working students, flex time class scheduling modules, restrictions on student car ownership and other demand-side techniques to reduce trip generation to and from the campus. Additionally, Champlain shall join and remain at all times throughout the duration of this Agreement a member of the so-called "parking consortium" made up of the University of Vermont, the Medical Center Hospital of Vermont, Trinity College and the University Health Center, Inc., which consortium is working to find solutions for parking and transportation needs which are jointly acceptable to the institutions and to the City. However, this Agreement shall not be construed to require that Champlain be participatory in any particular solution which the parking consortium may decide to implement. Champlain shall be excused from further commitment to the shuttle program at the Park and Ride facility proximate to the Burlington International Airport.

15. Upon the execution hereof, Champlain shall commit to making every effort to meet all of its institutional needs over the next twenty (20) years within the Authorized

Areas and/or by acquiring existing institutional, fraternity house or sorority house properties, as well as off-site shuttle lots for parking purposes. Champlain will use its best efforts to carry out such expansion within the Authorized Areas and will consult with the City before attempting to develop facilities outside the Burlington city limits.

16. If any change should occur during the term of this Agreement which causes Champlain to need to sell any properties it may have acquired subsequent to this date, Champlain shall grant to the City a right of first refusal to acquire such properties in the following manner: if Champlain receives a bona fide offer from any person or other entity to purchase one or more of the properties described in this section, Champlain shall send to the City a copy of the proposed contract (except for the name of the buyer) and notify the City of the intention of Champlain to accept the same. The City shall have the right within thirty (30) days to accept the terms of said contract in writing, and within seventy (70) days thereafter to purchase the property or properties in its own name, for the purchase price and on the terms specified in said contract. If the City shall not so elect within said period, Champlain may then sell the properties to the said buyer provided the said sale is on the same terms and conditions and for the price set forth in the said contract sent to the City. Champlain

shall have the right to attempt to sell multiple properties simultaneously as a package, and in such event, the City's right of first refusal herein must be exercised as to the entirety of the properties then being offered as a package. In the event the City fails to exercise the aforesaid right of first refusal in connection with a proposed sale, then such right shall be extinguished upon the consummation of said sale; however, if such sale is not consummated, the right of first refusal shall remain in effect during the entire term of this Agreement. If for any reason the City is unable or unwilling to close on the purchase of said property within the seventy (70) day period described herein, the City's right of first refusal shall lapse as to that property or properties.

17. Champlain's "College Master Plan" shall be amended to reflect the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the City and Champlain have executed this Agreement through the signatures of their duly authorized officers as of the day and date first above written.

CITY OF BURLINGTON

Cicilia M. Yuss
Witness

By: Peter C. Brownell
Mayor Peter C. Brownell
Duly Authorized

Michelle J. Gurney
Witness

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

At Burlington, Vermont this 27th day of October, 1994,
Peter C. Brownell, Mayor, Duly Authorized Agent of the City
of Burlington, personally appeared and he acknowledges this
instrument, by him sealed and subscribed, to be his free act
and deed and the free act and deed of the City of
Burlington.

Before me, Cecilia M. Yelise
Notary Public

CHAMPLAIN COLLEGE, INC.

Cecilia M. Yelise
Witness

By: Roger A. Perry
Roger A. Perry, President
Duly Authorized

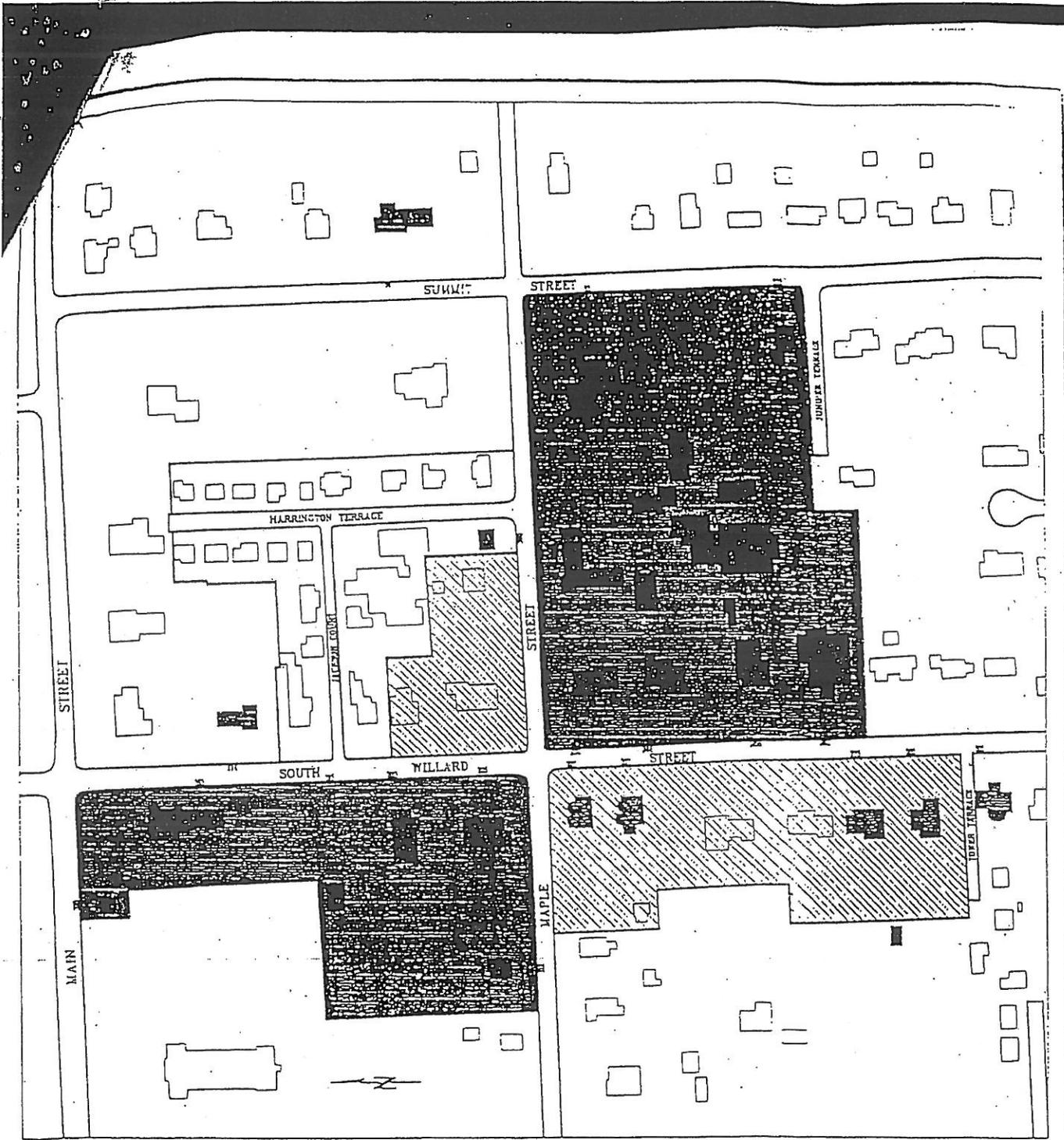
Michelle J. Yarns
Witness

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

At Burlington, Vermont this 27th day of October, 1994,
Roger A. Perry, President, Duly Authorized Agent for
Champlain College, Inc., personally appeared and he
acknowledges this instrument, by him sealed and subscribed,
to be his free act and deed and the free act and deed of
Champlain College, Inc.

Before me, Cecilia M. Yelise
Notary Public

doc044.cob



Champlain College Proposed Core Campus Map

-  Core Campus
-  UC Transitional
-  Residential
-  Champlain College Buildings

Don H. [Signature]
[Signature]