
DELIBERATIVE AGENDA
LOCAL CONTROL COMMISSION
MONDAY, DECEMBER 9, 2013
CONTOIS AUDITORIUM, CITY HALL
7:00 P.M.

1. AGENDA
2. CONSENT AGENDA
 - 2.01. EXPANSION OF LIQUOR LICENSE SPACE: Radio Bean Coffeehouse
*waive the reading, accept the communication, place it on file and approve the expansion of liquor license space for Radio Bean Coffeehouse, an additional 25 seats, contingent upon Fire Marshal approval and all City permits being closed
3. FIRST CLASS RESTAURANT/BAR LIQUOR LICENSE APPLICATION (2013-2014):
2 Broke Guys, LLC, d/b/a Church Street Tavern, 103 Church Street
 - 3.01. OUTSIDE CONSUMPTION PERMIT APPLICATION (2013-2014):
2 Broke Guys, LLC, d/b/a Church Street Tavern, 103 Church Street
4. FIRST CLASS RESTAURANT/BAR LIQUOR LICENSE APPLICATION (2013-2014):
Citizen Cider, LLC, 316 Pine Street, Suite 114
 - 4.01. OUTSIDE CONSUMPTION PERMIT APPLICATION (2013-2014):
Citizen Cider, LLC, 316 Pine Street, Suite 114
5. FIRST CLASS RESTAURANT/BAR LIQUOR LICENSE APPLICATION (2013-2014):
165 Church Street, LLC, d/b/a Zen Lounge, 165 Church Street
6. ADJOURNMENT

REGULAR MEETING, CITY COUNCIL
MONDAY, DECEMBER 9, 2013

1. AGENDA
2. INDOOR ENTERTAINMENT PERMIT APPLICATION (2013-2014):
Citizen Cider, LLC, 316 Pine Street, Suite 114
3. INDOOR ENTERTAINMENT PERMIT APPLICATION (2013-2014):
165 Church Street, LLC, d/b/a Zen Lounge, 165 Church Street

4. PUBLIC FORUM (Time Certain: 7:30 p.m. – 8:00 p.m. unless extended by the Council President per Council Rules)
5. CONSENT AGENDA
6. PUBLIC HEARING: Section 108 Guarantee Loan Funds
 - 6.01. COMMUNICATION: CEDO, re: Legal Notice
 - 6.02. COMMUNICATION: DRAFT Burlington Amended Section 108 Loan Application New Moran: Redevelopment of a Derelict, Coal-fired Power Plant
7. PRESENTATION: Bill Watterson, General Manager, CCTA and Stephen L. Carlson, Project Development Manager, Chittenden County Transportation Authority, re: Downtown Burlington Station
 - 7.01. COMMUNICATION: CCTA, re: Downtown Burlington Station Power Point Presentation to the City Council, December 9, 2013
 - 7.02. EASEMENT DEED
 - 7.03. CITY COUNCIL RESOLUTION-ST. PAUL STREET EASEMENT DEED DRAFT
Proposed action: discuss and refer to the Board of Finance
8. ORDINANCE: HOUSING—Fees (Code Enforcement, Councilors Bushor, Knodell)
Proposed action: suspend the rules and place in all stages of passage
 - 8.01. COMMUNICATION: Bill Ward, Director, Code Enforcement Office, re: Amendment to Chapter 18
9. RESOLUTION: Approving The Issuance and Sale of Wastewater Revenue Refunding Bond Anticipation Notes, Series 2013 (Councilor Shannon)
10. RESOLUTION: Wastewater System Revenue Bond Supplemental Resolution No. 4 (Councilor Shannon) ***resolution in final format will be sent under separate cover**
11. RESOLUTION: March 4, 2014 Annual City Meeting—Proposed Charter Change Re Ward Boundaries (Councilors Siegel, Ayres, Blais: Charter Change Committee)
 - 11.01. COMMUNICATION: Charter Change Committee, re: Ward Redistricting 8 Wards – 4 Districts – 12 Councilors
 - 11.02. COMMUNICATION: Councilors Blais and Brennan, re: Re-districting: “7-13” plan
12. RESOLUTION: March 4, 2014 Annual City Meeting—Proposed Charter Change Re Police Confiscation/Seizure of Weapons During Domestic Abuse Incident (Councilors Siegel, Ayres, Blais: Charter Change Committee)
13. COMMUNICATION: Bob Rusten, Chief Administrative Officer to Evan Hughes, VFSC Vice-President, re: Freedom of Information Request, October 18, 2013 email

14. COMMITTEE REPORTS (5 mins.)
15. COMMUNICATION: City Councilors, re: General City Affairs (oral)(10 mins.)
16. COMMUNICATION: Mayor Weinberger, re: General City Affairs (oral)(5 mins.)
17. COMMUNICATION: Eileen Blackwood, City Attorney, re: Pending Litigation Regarding BT (oral)

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

18. ADJOURNMENT

CONSENT AGENDA

REGULAR MEETING, CITY COUNCIL
MONDAY, DECEMBER 9, 2013

- 5.01. COMMUNICATION: Lori Olberg, Licensing, Voting & Records Coordinator, re: Accountability List
*waive the reading, accept the communication and place it on file
- 5.02. RESOLUTION: Approving The Purchase of Equity in VT Transco, LLC by Burlington Electric Department (Councilors Shannon, Bushor, Aubin: Board of Finance)
*waive the reading and adopt the resolution
- 5.03. RESOLUTION: Amendment of the FY 2014 Police Department Budget to Move Base Salary Funds to Overtime Account (Councilors Shannon, Bushor, Aubin: Board of Finance)
*waive the reading and adopt the resolution
- 5.04. RESOLUTION: Delegation of Authority for Budget-Neutral Amendments Within City Departments' Individual Budgets (Councilors Shannon, Bushor, Aubin: Board of Finance)
*waive the reading and adopt the resolution
- 5.05. RESOLUTION: Authorization to Execute Agreement Addendum with The Hertz Corporation at Burlington International Airport (Councilors Shannon, Bushor, Aubin: Board of Finance)
*waive the reading and adopt the resolution
- 5.06. COMMUNICATION: Ryan Betcher, Burlington International Airport to Board of Finance, re: City Council Approval Request – Addendum to Temporary Ground Lease for Hertz Car Rental
*waive the reading, accept the communication and place it on file
- 5.07. RESOLUTION: Authorization for Financing and Purchase of Operating Equipment at Burlington International Airport (Councilors Shannon, Bushor, Aubin: Board of Finance)
*waive the reading and adopt the resolution
- 5.08. COMMUNICATION: Burlington International Airport to Finance Board, re: City Council Approval Request – Financing and purchase of Vehicles & Equipment
*waive the reading, accept the communication and place it on file

- 5.09. RESOLUTION: Authorization for Modification of Passenger Boarding Bridge at Burlington International Airport (Councilors Shannon, Bushor, Aubin: Board of Finance)
*waive the reading and adopt the resolution
- 5.10. COMMUNICATION: Burlington International Airport to Finance Board, re: City Council Approval Request – Modify Terminal Passenger Boarding Bridge
*waive the reading, accept the communication and place it on file
- 5.11. RESOLUTION: Authorization to Execute Lease Renewal with Greyhound Lines, Inc. at Burlington International Airport (Councilors Bushor, Aubin, Knodell: Board of Finance)
*waive the reading and adopt the resolution
- 5.12. COMMUNICATION: Ryan Betcher, Burlington International Airport to Board of Finance, re: City Council Approval Request – Greyhound Lease Space Renewal
*waive the reading, accept the communication and place it on file
- 5.13. RESOLUTION: Authorization to Execute Lease Renewal with Federal Express Corporation for 73 Customs Drive at Burlington International Airport (Councilors Shannon, Bushor, Aubin: Board of Finance)
*waive the reading and adopt the resolution
- 5.14. COMMUNICATION: Ryan Betcher, Burlington International Airport to Board of Finance, re: City Council Approval Request – Federal Express Lease Renewal
*waive the reading, accept the communication and place it on file
- 5.15. COMMUNICATION: Bill Watterson, General Manager, CCTA, re: FY15 Budget Meeting
*waive the reading, accept the communication and place it on file
- 5.16. COMMUNICATION: Andy De Fatta, re: Draconian gun laws
*waive the reading, accept the communication and place it on file
- 5.17. COMMUNICATION: Charles L. Delaney, Assistant Judge and Constance C. Ramsey, Assistant Judge, re: Pre-Budget Meeting
*waive the reading, accept the communication and place it on file
- 5.18. COMMUNICATION: Clerk/Treasurer’s Office, re: Openings Burlington City Commissions/ Boards (**no applications; no one applied**)
*waive the reading, accept the communication and place it on file
- 5.19. COMMUNICATION: Elise Marks, Fairmont Place, 7, re: Opposes F-35 basing at the Burlington Airport
*waive the reading, accept the communication and place it on file
- 5.20. SPECIAL EVENT INDOOR ENTERTAINMENT PERMIT APPLICATION (one day only):
Manhattan Pizza, 167 Main Street, 12/23/13, 9:30 p.m. – 2:00 a.m., Band/DJ, amplified music
*waive the reading, accept the communication, place it on file and approve the one day only special event indoor entertainment permit application for Manhattan Pizza
- 5.21. SPECIAL EVENT INDOOR ENTERTAINMENT PERMIT APPLICATION (December dates):
Pacific Rim, 161 Church Street, DJS and Bands, Dancing, Amplified music, 10 p.m. – 2 a.m.

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

5.22. COMMUNICATION: CAO Rusten, re: Budget Amendment Report First Quarter 2014

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

5.23. COMMUNICATION: Rich Goodwin, Assistant CAO – Finance and Administration, re: Sweep Accounts & Other Bank Accounts – Pooled Cash Report

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

5.24. COMMUNICATION: Clerk/Treasurer's Office, re: September financials

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

5.25. COMMUNICATION: Clerk/Treasurer's Office, re: Sweep Accounts & Other Bank Accounts October 2013

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

5.26. COMMUNICATION: Clerk/Treasurer's Office, re: October financials

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

5.27. COMMUNICATION: Lori Olberg, Licensing, Voting & Records Coordinator and Amy Bovee, Executive Secretary, re: Minutes, Regular City Council Meeting, July 15, 2013, Draft

*waive the reading, accept the communication, place it on file and adopt the minutes as received at the November 18, 2013 City Council Meeting

5.28. COMMUNICATION: Lori Olberg, Licensing, Voting & Records Coordinator and Amy Bovee, Executive Secretary, re: Minutes, Regular City Council Meeting, August 12, 2013, Draft

*waive the reading, accept the communication, place it on file and adopt the minutes as received at the November 18, 2013 City Council Meeting

5.29. COMMUNICATION: Lori Olberg, Licensing, Voting & Records Coordinator and Amy Bovee, Executive Secretary, re: Minutes, Regular City Council Meeting, September 9, 2013, Draft

*waive the reading, accept the communication, place it on file and adopt the minutes as received at the November 18, 2013 City Council Meeting

Members of the public may speak when recognized by the Chair, during the Public Forum (time certain: 7:30 p.m.) or during a Public Hearing. This agenda is available in alternative formats upon request. Persons with disabilities, who require assistance or special arrangements to participate in programs and activities of the Clerk/Treasurer's Office, are encouraged to contact us at 865-7000 (voice) or 865-7142 (TTY) at least 72 hours in advance so that proper arrangements can be made. This meeting will air live on the night of the meeting on Burlington Telecom, Channel 317. This meeting will also air on Channel 17 on December 11, 2013 at 8:00 p.m., repeating at 1 a.m., 7 a.m. and 1 p.m. the following day. For information on access, call Scott Schrader, Assistant CAO for Administration and Management (865-7140) or Lori Olberg, Licensing, Voting and Records Coordinator (865-7136) (TTY 865-7142).

* recommended for approval @ 12/3/13 1c mtg lo

Radio Bean Expansion

contingent upon
Fire Marshal
Approval.

Radio Bean expanding into the adjacent storefront at 12 N. Winooski Ave.

- Creates a passageway in between all three rooms
- Same business with the same business model of food and beverage
- The expansion is adding much needed seating, bathrooms, and a place with sound isolation from the stage
- Adds handicap accessible bathroom
- The space will also be used to host private parties and special events
- The space is an expansion of Radio Bean's liquor license and health permit
- The space was already pre-existing as a restaurant
- Zoning was non-applicable/ No change of use
- Looking for an early January open date

all City permits
to be closed

total = 25 seats =

BURLINGAME CLERK
TREASURY'S OFFICE

NOV 26 12:38

RECEIVED

BATH ROOM

EMERGENCY EXIT RECEIVED BATH ROOM

PREP AREA

APR 11 1938

BURLINGAME CHIEF CLERK
TREASURER'S OFFICE

SEAT

TABLE

TABLE

BOOTH

BOOTH SEAT

○ ○

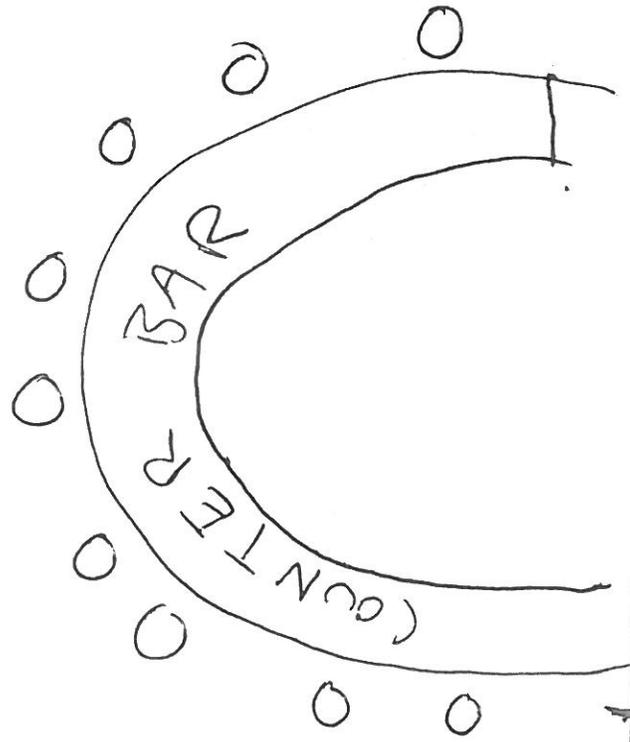
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TABLES

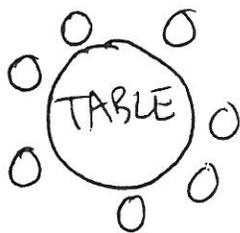
chairs



RADIO BEAN EXPANSION

DOORWAY TO RESTAURANT

STAIR WELL



12 N. WINOOSKI AVE

20 ~~13~~ 14

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

2 Broke Guys, LLC
Print Full Name of Person, Partnership, Corporation, Club or LLC
Church Street Tavern
Doing Business As - Trade Name
103 Church St.
Street and street number of premises covered by this application
Burlington, VT. 05401
Town or City & Zip Code
802-658-1309
Telephone Number
Same
Mailing Address (if different from above)
Email address Smparent3@aol.com

Open: 11:30AM - 2:00AM everyday

Please circle appropriate categories

<input checked="" type="radio"/> FIRST CLASS	<input type="radio"/> SECOND CLASS	<input type="radio"/> TOBACCO
<input checked="" type="radio"/> Restaurant		
<input type="radio"/> Hotel		
<input type="radio"/> Club		
<input type="radio"/> Commercial Kitchen (a Liquor Control Commercial Caterer's License is needed with this license)		

FEES:

FIRST CLASS LICENSE - \$115.00 to DLC **and** \$115.00 to Town/City
SECOND CLASS LICENSE - \$70.00 to DLC **and** \$70.00 to Town/City
TOBACCO LICENSE - (there is no fee for tobacco if applying for second class)
If applying for Tobacco only license please use the Tobacco Only form. Fee for this license is \$100.00 payable to DLC

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 Church Street Tavern

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

INDIVIDUAL LIMITED LIABILITY COMPANY
PARTNERSHIP CORPORATION

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

LEGAL NAME	STREET/CITY/STATE
<u>Stephen Parent</u>	<u>52 Winesap Lane, S. Burlington, VT. 05403</u>
<u>Scott Michaud</u>	<u>270 Sutter Farm Dr. Shelburne, VT 05442</u>

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 _____

pdchk # 1000 DLG
do 11/26/13
pdchk # \$205.00
do 11/15/13
58-2/116

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

LEGAL NAME: 2 Broke Guys, LLC
 STREET/CITY STATE: _____

Date of incorporation: 11-7-13 Is corporate charter now valid? Yes
 Corporate Federal Identification Number: 46-4057320

Have you registered your corporation and/or trade name with the Town/City Clerk? _____ 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 PLEA 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	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: Stephen Parent
 TITLE: Manager
 DATE: 3-27-2013

(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 - See attachment

Does applicant own the premises described? _____ If not owned, does applicant lease the premises?
 If leased, name and address of lessor who holds title to property: Grand View Farms, 186 College St, Burlington VT 05401

Are you making this application for the benefit of any other party? NO

Penalty

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

HEALTH LICENSE #: Food _____ Lodging N/A (if licensed as a Hotel)

VERMONT TAX DEPARTMENT: Meals & Rooms Certificate/Business Account # _____

Business is devoted primarily to: (Circle one)
 FOOD (restaurant) HOTEL CLUB COMMERCIAL CATERING BAR

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 forms.

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 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)

* Stephen Parente
* Sampl

(Title)

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

NOTICE: All new applications are investigated by the Enforcement and Licensing Division prior to approval/disapproval of the license by the Liquor Control Board. Please note that this process can take anywhere from 2 weeks to 6 weeks to complete once Liquor Control receives the application.



LIQUOR LICENSE

NEW APPLICANT QUESTIONNAIRE

D/B/A (Business Name) Church Street Tavern

Contact person Stephen Parent Contact Phone 802-233-9076

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

NO

2. Please describe your experience serving or selling alcohol?

Bartender/Manager for 16 years
at Church Street Tavern.

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 taken the training.
My employees have all taken
the training seminars as well.

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

Jamie Chase 11/14/13

5. How many employees will you have?

25-30

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

Occupancy = 80 people

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

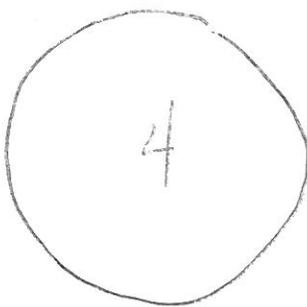
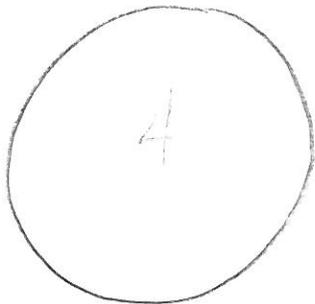
Making sure any person of questionable age has proper & valid identification!

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

EMPLOYEE DOOR

(27 Feet)

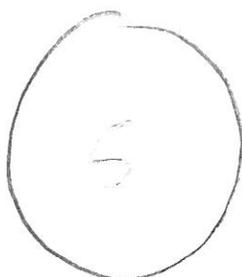
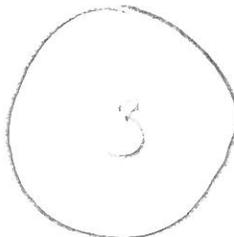
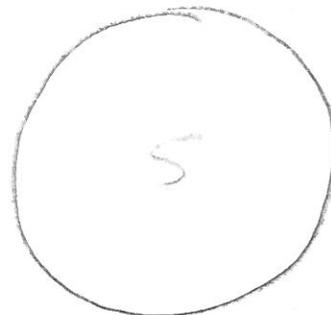
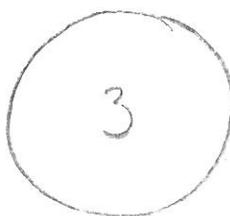
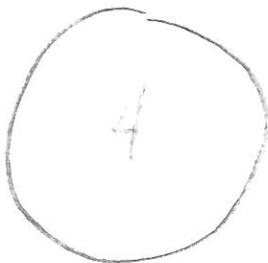
FRONT DOOR



(6 feet)

(26 Feet)

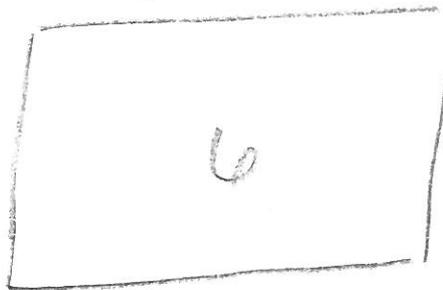
BAR



BACK DOOR

(44 Feet)

Dining Room



KITCHEN

CERTIFICATE OF ACHIEVEMENT

This is to certify that

Stephen Parent

has completed the course

Server Training - 1st class Seminar Certification

March 27, 2013

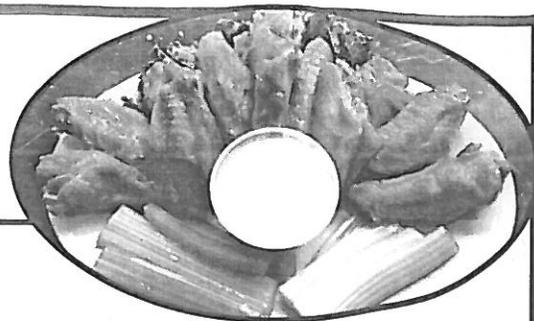


DEPARTMENT OF LIQUOR CONTROL

cp1Y1g7nQL



CHURCH



Appetizers

Soup Du Jour Homemade Daily
 Cup \$3.25 Bowl \$4.25
 Chowders add \$1.00 when available

French Onion Soup with melted Swiss
 & Provolone Cheese
 Cup \$3.95 Bowl \$6.50

Homemade Chili with Monterey Jack
 Cheese Cup \$3.95 Bowl \$5.25

Chicken Tenders
 (5) Breaded Tenders served w/Sweet & Sour Sauce.. \$8.50

Buffalo Chicken Tenders
 (5) Breaded Chicken Tenders coated with a Buffalo-
 Style Sauce. Served with Bleu Cheese Dressing & Celery
 Sticks.. \$8.95

Mozzarella Sticks
 (5) Mozzarella Sticks served with a side of Marinara
 Sauce. \$5.50

Nachos

Tortilla Chips topped with Homemade Salsa & Mon-
 terey Jack Cheese, served with Sour Cream \$6.50

Jalapeno Nachos..... \$7.00

Veggie Nachos \$7.50

Chili Nachos \$8.00

Chicken Nachos \$8.50

Nachos with the Works..... \$9.95

Chips & Salsa \$2.95

Potato Skins

(4) Potato Skins topped with Bacon, Scallions, & melted
 Monterey Jack Cheese served with Sour Cream \$6.95

Chicken Wings

Choice of : Hot, Barbeque, Honey Habenero,
 or Teriyaki Sauce.
 Served with Bleu Cheese Dressing & Celery Sticks.
 6 Wings \$5.95 12 Wings \$9.95

Roasted Garlic Mushrooms

Half Basket of Deep Fried Garlic Mushrooms served with
 Ranch Dressing. \$4.95

Tavern Sliders

3 All Beef Sliders with your choice of Cheese
 and Pickle. \$6.95

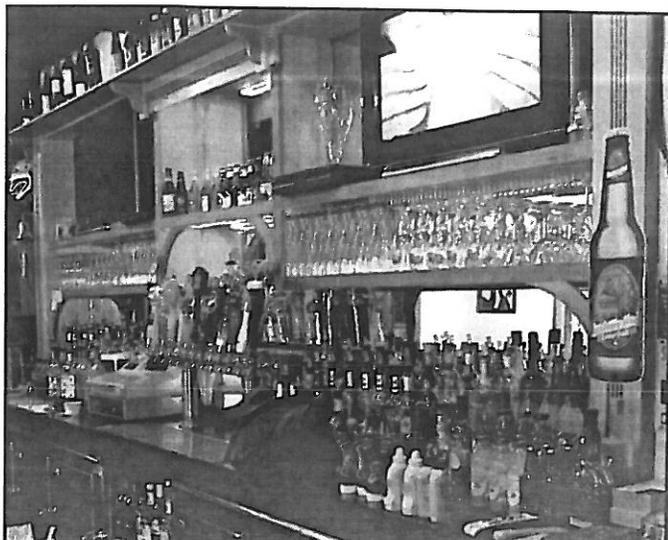
Tavern Hot Dog Deal

One or Two Natural Casing Dogs served with Chips
 & Pickles. One \$2.95 Two \$3.95
substitute Fries for \$1.00
substitute Sweet Potato Fries or Onion Rings for \$1.75

Basket of Waffle FriesLg \$4.50 Sm. \$3.00

Basket of Sweet Potato Fries...Lg \$5.00 Sm. \$3.25

Onion RingsLg \$5.50 Sm. \$3.50



STREET



Deli Sandwiches

Served on your Choice of White, Wheat, Rye, Baguette, or White Roll. All Sandwiches include Lettuce, Tomato, Cheese & Mayonnaise. Served with Potato Chips.

substitute Fries for \$1.00

substitute Sweet Potato Fries or Onion Rings for \$1.75

Roast Beef, Roast Pit Ham & Roast Turkey Sandwiches \$6.75

Tuna Salad \$6.50

Add Bacon to any Sandwich \$1.00

Sandwich Combinations

Half Deli Sandwich served with:

Chips \$3.75

Small Salad or Side Caesar \$6.50 / \$7.50

Cup or Bowl of Soup \$6.50 / \$7.75

Cup or Bowl of Chili \$7.00 / \$8.25

Cup or Crock of French Onion Soup . \$7.00 / \$8.95

Salad Combinations *(Caesar option add \$1.00)*

Small Salad served with:

Cup or Bowl of Soup.....\$6.50 / \$7.75

Cup or Bowl of Chili.....\$6.95 / \$8.25

Cup or Crock of French Onion Soup...\$6.95 / \$8.95



Salads

House Salad Sm. \$4.00 Lg. \$5.50

Fresh cut Greens topped with assorted Veggies served with your choice of Dressing.

With Chicken.....\$7.50 With Steak \$10.95

Caesar Salad Sm. \$5.00 Lg. \$6.50

Fresh Cut Romaine Lettuce tossed with Parmesan Cheese, Croutons and Caesar Dressing.

With Chicken.....\$8.50 With Steak \$11.95

Chef Salad \$7.25

Our House Salad topped with Ham, Turkey, Peppers, Hard Boiled Eggs and Shredded Cheese.

Greek Salad \$6.50

Fresh cut Greens topped with Feta Cheese, Red Onions, Peppers, Tomatoes, Carrots, Sliced Olives, and Cucumbers. Served with a side of Balsamic Vinaigrette.

With Chicken.....\$8.50 With Steak \$11.95

Dressings:

Bleu Cheese, Ranch, Oil and Vinegar, Italian, Russian, Honey Dijon, Parmesan Peppercorn, Balsamic Vinaigrette, Fat-Free Raspberry Vinaigrette.

Extras:

Side of Tarragon Mayo \$0.50

Salsa \$1.50

Sour Cream..... \$0.50

Honey Mustard \$0.50

Guacamole \$1.50

Salad Dressing \$0.50

BBQ, Teriyaki or Hot Sauce \$0.50

Cottage Cheese \$1.50

Tavern's Homemade Slaw \$1.50

TAVERN



Hot Sandwiches

Served with your choice of Chips, Fries, Cottage Cheese or Coleslaw. Any Hot Sandwich may Substitute Sweet Potato Fries or Onion Rings for \$0.75

Open-Faced Steak Sandwich \$12.50

A Hand Cut 7oz NY Strip Steak Grilled to your liking served on half a toasted Baguette with Tarragon Mayonnaise.

Tavern Cheese Steak \$8.50

Shaved Steak sautéed with Onions and Peppers served in a Baguette with Tarragon Mayonnaise and melted Provolone Cheese.

North Country Griller \$8.50

Sweet Italian Sausage grilled and topped with sauteed onions, peppers, BBQ sauce and melted cheese served in a baguette.

Tavern Burger..... \$8.95

An 8oz Burger grilled to your liking and topped with your choice of Swiss, Cheddar, Provolone, or Bleu Cheese or Bacon. Served on a White Roll with Lettuce, Tomato and Sliced Onion.

Chicken Teriyaki Sandwich \$8.50

A marinated Chicken Breast topped with Bacon and Melted Swiss Cheese, served on a White Roll with Lettuce, Tomato, and Onion.

Chicken Caesar Wrap \$8.50

A sliced Marinated Chicken Breast tossed with Caesar Salad and wrapped in a Warm Flour Tortilla.

Chicken Teriyaki Philly..... \$8.50

A sliced Marinated Chicken Breast served with Onions and Peppers in a Baguette with Tarragon Mayonnaise and melted Provolone Cheese.

Fiery Chicken Wrap \$8.50

Four Spicy Chicken Strips with Lettuce, Tomato, Monterey Jack Cheese and Ranch Dressing wrapped in a Flour Tortilla.

Grilled Ham and Cheese \$7.95

Warm Pit Ham on Grilled Wheat with Honey Mustard Dressing and melted Cheddar Cheese

Hot Pastrami \$8.95

Pastrami on Grilled Rye with Honey Mustard and Melted Cheddar Cheese.

Grilled Reuben \$8.95

Warm Corned Beef on Grilled Rye with Sauerkraut, Russian Dressing and melted Swiss Cheese.

Substitutue Turkey if Desired.

Tavern Grilled Cheese \$3.95

White Bread with American Cheese, served with Chips.

substitutue Fries for \$1.00

substitutue Sweet Potato Fries or Onion Rings for \$1.75

Veggie Burger Sandwich \$7.95

A Grilled Garden Burger topped with melted Cheddar Cheese served on a White Roll with Lettuce, Tomato, and Sliced Onion.

Portabella Sandwich \$7.50

Grilled Portabella Mushrooms, served on a toasted roll with herb butter, topped with The Tavern's Homemade Slaw.





Beverages

Bottled Beer

Budweiser.....	\$3.50
Bud Light.....	\$3.50
Bud Light Lime.....	\$4.00
O'Douls.....	\$3.50
Miller Light.....	\$3.50
Coors Light.....	\$3.50
Labatt Blue.....	\$3.75
Labatt Blue light.....	\$3.75
Molson Canadian.....	\$3.75
Michelob Ultra.....	\$3.75
Harpoon Raspberry UFO.....	\$4.50
Amstel Light.....	\$4.50
Corona.....	\$4.50
Corona Light.....	\$4.50
Dos Equis XX Lager.....	\$4.50
Trout River Rainbow Red.....	\$4.50
Land Shark Lager.....	\$4.50
Seadogs Wild Blueberry.....	\$4.50
Newcastle Brown Ale.....	\$4.50
Shock Top Raspberry Wheat.....	\$4.50
Harpoon IPA.....	\$4.50
Woodchuck Draft Cider.....	\$4.50
Heineken.....	\$4.50
Heineken Light.....	\$4.50
Magic Hat #9.....	\$4.50
Long Trail Blackberry Wheat.....	\$4.50
Rock Art I.P.A.....	\$4.50
Rock Art Ridge Runner.....	\$4.50
Dogfish 60 Minute IPA.....	\$4.75
Allagash White.....	\$4.75
Redbridge (Gluten-Free).....	\$4.50

Black & Tans

12 oz \$4.25 16 oz \$5.50 23 oz \$7.00

House Version-Guinness & Sierra Nevada Pale Ale

Other Great Combinations

- Black and Tavern-Guinness & Tavern Ale
- Black and Trail-Guinness & Long Trail
- Black and Shock-Guinness & Shock Top
- Black and Magic-Guinness & Magic Hat
- Black and Otter-Guinness & Otter Creek
- Black and Switch-Guinness & Switchback
- Black and Goose-Guinness & Goose Island
- Black and Sam-Guinness & Sam Adams



House Wines

Please ask your Server for this month's selection of our High Quality Wines from around the Globe.

Served by the Glass \$6.00 or by the bottle \$19.00
Chardonnay, Pinot Grigio, White Zinfandel, Merlot, Cabernet Sauvignon. Premium Wines are also available.

Served by the Glass \$7.00 or by the bottle \$22.00
Mimosa \$6.50
Champagne..... \$6.00

From the Blender

May we suggest a Frosty Frozen Beverage! All of our Frozen Drinks are prepared with delicious all natural cocktail mixes. Served in 16 oz glasses.

Strawberry Daiquiri.....	\$7.50
Piña Colada.....	\$7.50
Frozen Margarita.....	\$7.75
Frozen Strawberry Margarita.....	\$8.00
Frozen Mudslide.....	\$8.50
Virgin Strawberry Daiquiris & Piña Coladas.....	\$4.50

Non Alcoholic Beverages

- Church Street Tavern's own Old Style Root Beer
 - 12 oz bottle \$2.50
- Unsweetened Iced Tea
 - 20 oz Glass \$2.50
- Saratoga Sparkling Spring Water
 - 12 oz bottle \$2.50
- Nantucket Nectars Orange Mango
 - 16 oz bottle \$2.50
- Nantucket Nectars Half and Half
 - 16 oz bottle \$2.50
- Nantucket Nectars Apple Juice
 - 16 oz bottle \$2.50
- Orangina
 - 16 oz bottle \$2.50
- Coke, Diet Coke, Sprite, Ginger Ale
 - 20 oz Glass \$2.50
- Nestle Chocolate Milk
 - 12 oz bottle \$2.00
- Minute Maid Lemonade
 - 20 oz glass \$2.50
- Pineapple Juice, Orange Juice, Cranberry Juice
 - 20 oz glass \$2.50
- Tropicana Ruby Red Grapefruit Juice
 - 10 oz glass \$2.00

Free refills on all 20 oz soft drinks and juices.

Draft Beer 12 oz 16 oz 23 oz

Church Street Tavern Ale \$3.50 \$4.50 \$6.00

Brewed specifically for us by the Long Trail Brewery, this classic brew has a deep auburn color and an uncommonly smooth texture. Seventeen different malt and hop varieties are used during the brewing process, producing a full flavored brew with a complex body and smooth finish.

Long Trail Ale \$3.50 \$4.50 \$6.00

Vermont's #1 selling local brew. Long Trail Ale, a descendant of Dusseldorf, Germany's amber altbier, meaning "old style beer" combines the warm fermentation of an ale with the cold finishing temperature of a lager to result in a clean full flavor. Long Trail Ale combines four different varieties of malt with generous additions of hops, to achieve a complex body and taste. Long Trail also offers several fine seasonal ales.

Magic Hat Single Chair \$3.50 \$4.50 \$6.00

A light crisp golden ale..

Shock Top \$3.50 \$4.50 \$6.00

An unfiltered Belgian Styled white ale. Naturally cloudy with a golden hue and slight taste of orange citrus and coriander.

Switchback \$3.50 \$4.50 \$6.00

Handcrafted and unfiltered, this light amber ale is brewed here in Burlington, Vermont.

Goose Island IPA \$3.50 \$4.50 \$6.00

Goose Island has crafted its own version of this classic pale ale featuring an invitingly spicy hop aroma and fruity flavor, set off by a dry malt middle that ensures that the long hop finish won't soon be forgotten.

Sierra Nevada Pale Ale \$3.50 \$4.50 \$6.00

A delightful interpretation of a classic style Pale Ale. Deep amber in color and exceptionally full bodied. It is a flawless beer that opens with bright, perky high notes of maltyness and orange blossom.

Otter Creek \$3.50 \$4.50 \$6.00

(See our seasonal offerings)

Samuel Adams Summer Ale \$3.50 \$4.50 \$6.00

An appealing balance of citrus and spice. Brewed with refreshing lemon zest and rare Grains of Paradise, Samuel Adams Summer Ale is a classic American Wheat Ale. The perfect addition to any summer day.

Guinness Stout \$4.50 \$6.50 (20oz) \$7.00

Richard Guinness was an estate manager for a clergyman, and made beer for his boss's table. The rector left \$100 to Richards son Arthur, who in 1759 bought an empty brewery near an abbey in Dublin. Over the years, Guinness's various stouts with their fruity, earthy intensity are still considered the truest and most complex of the style.

Labatt Bleu \$2.50 \$3.25 \$4.75

One of Canada's finest and most recognizable lagers

Budweiser \$2.50 \$3.25 \$4.75

Brewed and sold since 1876 and the largest selling beer in the world.

Bud Light \$2.50 \$3.25 \$4.75

Introduced in 1982, now the Number 1 light beer in the United States.

Miller Lite \$2.50 \$3.25 \$4.75

A pilsner style beer low in calories high in taste.



CHURCH STREET TAVERN

Burlington, VT
(802) 658-1309

Vermont Department of Taxes
133 State Street • P.O. Box 547 • Montpelier, Vermont 05601-0547

MEALS AND ROOMS TAX LICENSE

Be it known that 2 BROKE GUYS LLC is hereby licensed in accordance with the provisions of Chapter 225 of Title 32, V.S.A., to operate an establishment known as CHURCH STREET TAVERN located at 103 CHURCH ST, BURLINGTON, VT.

2 BROKE GUYS LLC
CHURCH STREET TAVERN
103 CHURCH ST
BURLINGTON, VT 05401


Commissioner Of Taxes

This license is issued effective January 28, 2014 to Vermont business tax account number 440-464057320F-01. It is not transferable, and must be surrendered if the business is sold or transferred to a new owner.

Display this license in a prominent place at the business location.



VERMONT SECRETARY OF STATE

Jim Condos

- ARCHIVES
- CORPORATIONS
- ELECTIONS
- OTHER PROGRAMS
- PROFESSIONAL REGULATIONS
- SECRETARY'S DESK

Limited Liability Company Information

LLC Name	2 BROKE GUYS, LLC
STATUS	ACTIVE
File Number	L0042372
Type	Domestic
State of Origin	VT
Country	US
Origin Date	10/31/2013
Description	OWN & OPERATE A RESTAURANT
Fiscal Year End	12
Registered Agent	WARD & BABB
Address	3069 WILLISTON RD
City State Zip	SO BURLINGTON VT 05403-6044
Principal Address	270 SUTTON FARM DRIVE
City State Zip	SHELBURNE VT 05482-

LLC Personnel

Last Name	PARENT	First Name	STEPHEN	MI	M
Last Name	MICHAUD	First Name	SCOTT	MI	J

Companies

[Information Contact](#)

[Home](#) | [Site Search](#) | [Help](#)

[Vermont State Page](#) [Disclaimer](#)

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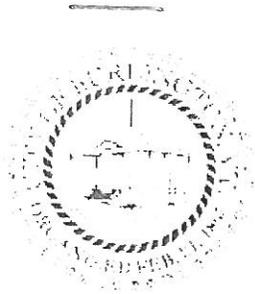


Lori Olberg

From: Joseph Keenan
Sent: Friday, November 22, 2013 11:01 AM
To: Lori Olberg
Subject: Church Street Tavern

Met with Steve Parent today at the Tavern. No violations, place is clean, and they are going to replace their hood and suppression system. So, no issues with the FMO.

Joe Keenan, CFI
Assistant Fire Marshal
Burlington Fire Department
802-864-5577
802-864-6923



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

Please review
Thanks Jeff

TO: Jeff Herwood, Clerk/Treasurer's Office
FROM: Lori Olberg, Clerk/Treasurer's Office
DATE: Monday, November 25, 2013
COMPANY: 2 Broke Guys, LLC
DBA NAME: Church Street Tavern
FORMERLY: same as above
LOCATION: 103 Church Street
PHONE: 658-1309

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

[Handwritten initials]

Property Taxes Delinquent?

Yes

No

Initials

[Handwritten initials]

Gross Receipts Tax Overdue?

Yes

No

Initials

[Handwritten initials]

Thank You,

[Handwritten signature: Lori Olberg]

Lori Olberg
Clerk/Treasurer's Office
City Hall

Date: Monday, November 25, 2013



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

RECEIVED
NOV 25 2013

802-865-7131 TTY 802-865-7142

DEPARTMENT OF
PLANNING & ZONING

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: Monday, November 25, 2013
COMPANY: 2 Broke Guys, LLC
DBA NAME: Church Street Tavern
FORMERLY: same as above
LOCATION: 103 Church Street
PHONE: 658-1309

Please review
Thanks Ken

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

Please indicate:

Approved?

Yes

No

Initials

LOJ

Date

12/2/13

Notes:

Restaurant/bar ok.

Thank You,

Olberg

Lori Olberg
Clerk/Treasurer's Office
City Hall

Date: Monday, November 25, 2013

**DEPARTMENT OF LIQUOR CONTROL
OUTSIDE CONSUMPTION PERMIT**

Fee \$20.00

pdchk# 58-2/114, lo 11/15/13

*DLC
pdchk# 1000
lo 11/26/13*

Name of Licensed Premise (Corporation/Partnership/Individual, d/b/a)

2 Broke Guys LLC

d/b/a

Church Street Tavern

Address

103 Church St.

Town/City

Burlington, VT.

License Number

Email or Fax #

5mparent3@aol.com

Outside consumption would be in the area described below: (describe fully, including size, physical barriers, etc.)

See attachment

50 seats total

Please remember that this outside consumption permit is an extension of your license to serve alcohol beverages, and that the same rules apply in this area as do in the regularly licensed premise area.

Outside Consumption time period (hours) from *11:30 AM* to *2:00 AM*

Permanent Use (Permanent use will be considered year round use)

Occasional Use

Day(s) Requested

Everyday

Hours Requested

Signature of Licensee

Stephen Parent

**OUTSIDE CONSUMPTION PERMITS MUST FIRST BE APPROVED BY YOUR
TOWN/CITY CLERK**

APPROVED BY LOCAL CONTROL COMMISSIONERS

Town/City Clerk Signature

Date

Outside Ratio

(31 Feet)

(14 Feet)



2013

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

Citizen Cider, LLC
Print Full Name of Person, Partnership, Corporation, Club or LLC
Doing Business As - Trade Name
316 Pine St, Suite 114
Street and street number of premises covered by this application
Burlington, VT 05401
Town or City & Zip Code
503-890-7947
Telephone Number
10 Lavette Drive, Essex VT 05452
Mailing Address (if different from above)
Email address juheilenbach@gmail.com

Recommended for approval 12/3/13
contingent upon:
- Fire Marshal approval 1c mts
- Closed building permits (DPW)
Sunday: noon - 6p.m.
Monday - Thursday: noon - 10p.m.
Friday - Saturday: noon - 11p.m.
- hours subject to seasonal change.

Please circle appropriate categories

FIRST CLASS SECOND CLASS TOBACCO

Restaurant
Hotel
Cabaret
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 _____

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

INDIVIDUAL LIMITED LIABILITY COMPANY
PARTNERSHIP CORPORATION

Please fill in name and address of individual, partners, directors or members.
LEGAL NAME STREET/CITY/STATE

Justin Heilenbach 146 VT Route 15, Jericho VT, 05465
Kris Nelson 354 Quaker St, W Ferrisburgh VT, 05473
Bryan Holmes 1300 East Hill Road, Williston, VT 05495

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

pdchk # 537
\$350.00
10/15/13 lo

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 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 TIME?

_____ 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: Bryan Holmes
 TITLE: owner
 DATE: 10/4/13

(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: 316 Pine St, Suite 114, located just south of Kilburn on Pine Street, set back from the road by a parking lot.

Does applicant own the premises described? _____ If not owned, does applicant lease the premises? yes

If leased, name and address of lessor who holds title to property: Graham Gidsmith, 7 Kilburn St, Burlington VT 05401

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.

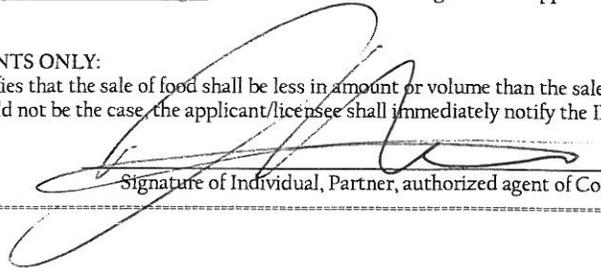
HEALTH LICENSE #: T6D Food _____ Lodging _____ (if licensed as a Hotel)

VERMONT TAX DEPARTMENT: Meals & Rooms Certificate/Business Account # 440-452620309F-01

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.



 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 611 Lavrette Drive in the County of Chittenden and State of VT,
this 8th day of October, 2013

Corporations/Clubs: Signature of Authorized Agent Individuals/Partners: (All partners must sign)

[Signature]
[Signature]
[Signature]
(Title)

Justin Heilenbach, Owner
Bryan Holmes, Owner
Kris Nelson, Owner

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 _____

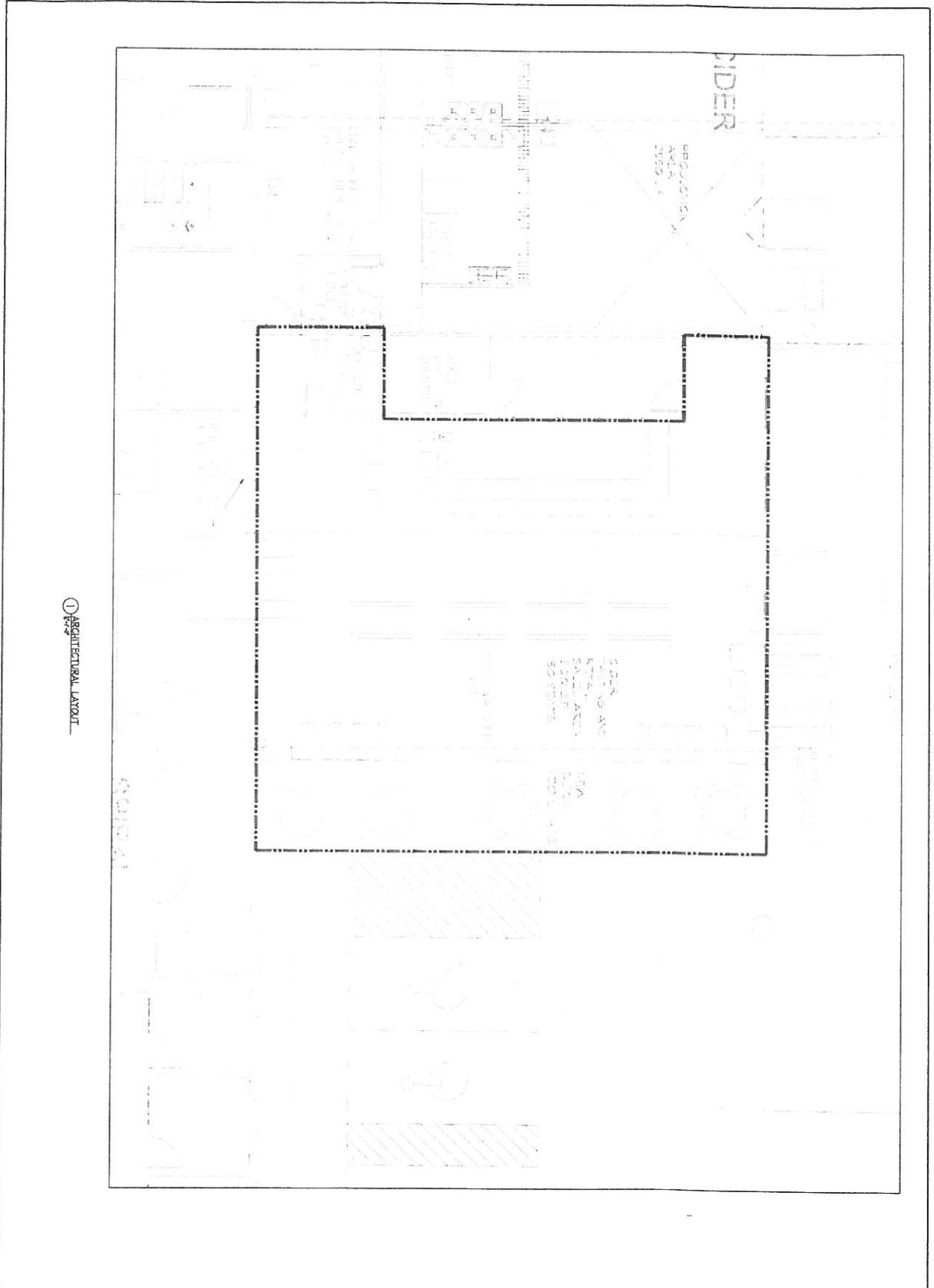
Total Membership _____ members present

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



① ARCHITECTURAL LAYOUT

A1	PROJECT TITLE	CITIZEN CIDER FIT-UP 316 PINE ST. SUITE 114 BURLINGTON, VT	<table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>REVISION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	REVISION										PRELIMINARY DRAWING NOT FOR CONSTRUCTION	GEORGE D. MARTIN III GDMARTIN3@GMAIL.COM (802) 598-7259
	NO.	DATE		REVISION													
SHEET TITLE	NEW WORK PLAN																

CERTIFICATE OF ACHIEVEMENT

This is to certify that

Bryan Holmes

has completed the course

Server Training - 1st class Seminar Certification

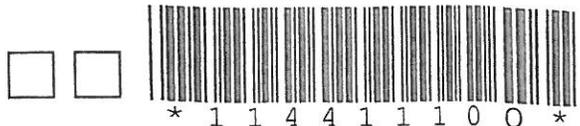
October 4, 2013



VERMONT

DEPARTMENT OF LIQUOR CONTROL

DzJa8Y0FIL



MEALS AND ROOMS TAX RETURN Form **MR-441**

02 01 2012 - 02 29 2012 MAR 26, 2012

452620309 440-452620309F-01

CITIZEN CIDER LLC
 6D LAURETTE DR
 ESSEX JUNCTION VT 05452

440 452 620 309 F01 CI 1202 01

Use BLUE or BLACK ink only. Please do not make any marks in boxes or on lines that you intend to leave blank.

PART I MEALS AND ROOMS TAXES

1. MEALS	2. RENT	3. ALCOHOL
1a. Total Meals	2a. Total Rent	3a. Total Alcohol
1b. Exempt Meals	2b. Exempt Rent	3b. Exempt Alcohol
1c. Net Taxable	2c. Net Taxable	3c. Net Taxable
1d. Multiply Line 1c by <u>9.00</u> %	2d. Multiply Line 2c by <u>9.00</u> %	3d. Multiply Line 3c by <u>10.00</u> %

PART II 1.00 % LOCAL OPTION TAXES Check our website <http://tax.vermont.gov> for updates on new Local Option Jurisdictions.

JURISDICTION	TAX DUE	JURISDICTION	TAX DUE
4. WILLISTON	.	14. WINHALL	.
5. STRATTON	.	15.	.
6. STOWE	.	16.	.
7. BRATTLEBORO	.	17.	.
8. DOVER	.	18.	.
9. S BURLINGTON	.	19.	.
10. MANCHESTER	.	20.	.
11. KILLINGTON	.	21.	.
12. MIDDLEBURY	.	22.	.
13. RUTLAND TOWN	.	23.	.

PART III TOTALS

24a. Total Meals and Rooms Tax Due (Add Lines 1d, 2d, and 3d)	24a.	.
24b. Total Local Option Tax Due (Add Lines 4-23 above, if applicable)	24b.	.
24c. Total Tax Due (Add Lines 24a and 24b)	24c.	.

PART IV CERTIFICATION
 I hereby certify that I have examined this return and to the best of my knowledge and belief it is true, correct, and complete.

Sign Here Title Date Telephone Number

TAX RETURNS MUST BE FILED EVEN IF NO TAX IS DUE.

STATE OF VERMONT
OFFICE OF SECRETARY OF STATE

The Office of Secretary of State hereby grants a

Certificate of Organization

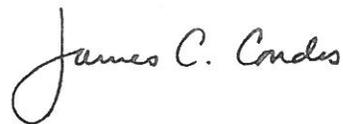
to

CITIZEN CIDER, LLC

a Vermont domestic limited liability company effective on January 25, 2011

February 01, 2011

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



James C. Condos
Secretary of State

Date of this notice: 06-27-2011

Employer Identification Number:
45-2620309

Form: SS-4

Number of this notice: CP 575 B

For assistance you may call us at:
1-800-829-4933

CITIZEN CIDER LLC
JUSTIN M HEILENBACH MBR
6D LAURETTE DR
ESSEX JCT, VT 05452

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 45-2620309. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065

04/15/2012

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.



LIQUOR LICENSE

NEW APPLICANT QUESTIONNAIRE

D/B/A (Business Name) Citizen Cider, LLC

Contact person Justin Herlenbach Contact Phone 503-890-7947

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

We currently hold a license to manufacture
vinous beverages in Vermont. We also hold a
4th class tasting room permit and a wholesale
license permit.

2. Please describe your experience serving or selling alcohol?

All employees of Citizen Cider have completed
server training for operating the 4th class
tasting room.

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, we have completed the on-line training
as owners. We will have all employees
working in the new facility complete the
on-line training as well.

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

Yes, we have met with Martin Prevost on
several occasions.

5. How many employees will you have?

Roughly 10.

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

The public space will be roughly 1500 sq ft
which will allow an occupancy around 150
seats.

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

All employees are required to review the
DLC guidelines monthly and we utilize
the DLC in-store ID checking materials to
limit error.

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



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 - Cabaret**

05/01/2013 - 04/30/2014

TO: Jeff Herwood, Clerk/Treasurer's Office
FROM: Lori Olberg, Clerk/Treasurer's Office
DATE: Tuesday, October 15, 2013
COMPANY: Citizen Cider, LLC
DBA NAME: Citizen Cider, LLC
FORMERLY:
LOCATION: 316 Pine Street, Suite 114
PHONE: 503-890-7947

Please review -

TY LOR, 10/16/13

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	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	Initials	
Property Taxes Delinquent?	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	Initials	<i>LO</i>
Gross Receipts Tax Overdue?	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	Initials	

Thank You,

Lori Olberg
Clerk/Treasurer's Office
City Hall

Date: Tuesday, October 15, 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 - Cabaret

05/01/2013 - 04/30/2014

TO: Ken Lerner, Planning & Zoning Office
FROM: Lori Olberg, Clerk/Treasurer's Office
DATE: Tuesday, October 15, 2013
COMPANY: Citizen Cider, LLC
DBA NAME: Citizen Cider, LLC
FORMERLY:
LOCATION: 316 Pine Street, Suite 114
PHONE: 503-890-7947

Please review

TM WOH

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

Please indicate:

Approved?

Yes

No

Initials

KJ

Date

10/23/13

10/16/13

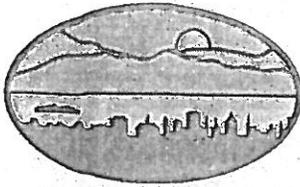
Notes:

*As discussed with license comm -
as 1st class cabaret with limitation that
this is issued for an accessory use (tasting
room) in connection with approved micro-
brewery/winery - see ZP 14-0205 CA.*

Thank You,

Lori Olberg
Clerk/Treasurer's Office
City Hall

Date: Tuesday, October 15, 2013



**ZONING PERMIT
CERTIFICATE OF APPROPRIATENESS**
City of Burlington, Vermont
Department of Planning and Zoning

Application Date: 8/29/2013

Appeal Expiration Date: 9/20/2013

Project Location: 7-45 KILBURN STREET

District: ELM

Owner: Kilburn & Gates Industries LLC

Address: PO Box 6

BURLINGTON VT 05401

Ward: 5

Tax ID: 049-4-037-000

Project Type: Commercial - Change of Use

Project Description: Change of use from storage to micro-brewery/winery with associated tasting area to be completed in two phases. First year approx. 6,714 sf; 2nd year additional 9,134 sf. for a total of 14,924 sf with 924 sf accessory office. Rooftop mechanical units, membrane roof.

Construction Cost:	\$0	Lot Size (Sq Ft):	129,722
Net New Habitable Sq Ft:	0.00	Net New # of Housing Units:	0
Existing % Lot Coverage:	0.00	Existing # of Parking Spaces:	227
Proposed % Lot Coverage:	0.00	Proposed # of Parking Spaces:	227
Net New % Lot Coverage:	0.00	Required # of Parking Spaces:	32

Zoning Permit #: 14-0245CA

Decision By: Administrative

Level of Review: 1

Decision: Approved

See Conditions of Approval

Decision Date: September 5, 2013

Project File #: NA

Zoning Administrative Officer

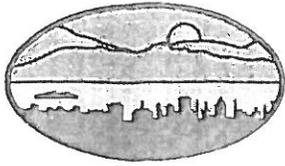
An interested person may appeal a decision of the Zoning Administrator to the Development Review Board until 4 pm on September 20, 2013.

Fee Type	Amount	Paid in Full	Balance Due:	\$0.00
Application Fee:	\$80.00	Yes	Date Paid:	_____
Development Review Fee:	\$0.00	NA	Check #	_____
Impact Fee:	Not Applicable			

Building Permit Required: Yes

Permit Received by:

Date: 9/23/13



City of
Burlington, Vermont
149 Church Street

Zoning Permit - COA Level I – Conditions of Approval

ZP #: 14-0245CA

Tax ID: 049-4-037-000

Issue Date: September 5, 2013

Decision: Approved

Property Address: 7-45 KILBURN STREET

Description: Change of use from storage to micro-brewery/winery with associated tasting area to be completed in two phases. First year approx. 6,714 sf; 2nd year additional 9,134 sf. for a total of 14,924 sf with 924 sf accessory office. Rooftop mechanical units; membrane roof.

Project Permit Conditions:

1. From Appendix A, Use table, Footnote 19: *Cafes are not permitted as an accessory use. Retail sales and tasting are permitted as an accessory use.* Minor food service as an accompaniment to product tasting may be expected (particularly as required by liquor licensure); however a distinct café would be a violation of this condition.
2. Any signage will require a separate sign permit.
3. Phasing will permit a 2 year build out of proposed use. The entire change of use should be completed within the time frame of this permit. Any extension will require a separate request and review.
4. The parking calculation is based on the entire build-out of 15,848 sf.
5. The applicant is required to obtain a state wastewater permit, and any other associated and required permits for the change of use.

Standard Permit Conditions:

1. **Other City, State or Federal Permits.** The owner is solely responsible for obtaining all other required City, state and federal approvals. Failure to do so may invalidate this Zoning Permit and result in enforcement actions.
Note: All projects receiving a Zoning Permit also require a Construction Permit or written confirmation that a Construction Permit is not required from Department of Public Works-Inspection Services Division (DPW-ISD). All construction permits must be closed out by way of approved inspections by DPW-ISD before issuance of a Unified Certificate of Occupancy (UCO) by the Code Enforcement Office as per Condition 3, below.
2. **Time Limits.** This zoning permit shall become invalid unless work or action authorized by the permit is commenced by **September 5, 2014**. The owner shall complete the approved project and obtain a UCO (combined Zoning and Building certificates of occupancy, still applicable even if a zoning or building permit was not required) by **September 5, 2015**, or be subject to enforcement actions.

These time limits are binding upon the owner unless one of the following apply: a) longer or shorter time limits are specifically imposed by a condition of approval; or b) the time limits are

11. **Incorporation and Reference of All Plans Presented.** This approval incorporates by reference all plans and drawings presented and all verbal representations by the applicant on the subject application to the extent that they are not in conflict with other stated conditions or regulations.
12. **For Properties Involved in Boundary Disputes.** Boundary disputes are not within the jurisdiction of the administrative officer or the Development Review Board. When an application is submitted and the boundary of the subject property is called into question, the boundary will be determined based upon the best evidence available, for instance a survey or other official document. If a permit is issued and contrary evidence is presented to the City after the fact, such as a survey or Superior Court ruling with respect to the boundary lines, the permit may be amended or revoked by the City. If the permit is amended or revoked, owner shall bear all costs to remedy the situation, including removal of the structure(s) if necessary, that is if the structure(s) is/are unable to meet the requirements of the CDO and receive an amended permit in light of the actual boundary line.
13. **Damage to City Property.** The Owner is responsible for any damage to the City of Burlington's property, including but not limited to its right-of-way, sewer/water lines, etcetera, that occurs during the site improvements authorized by this permit. If damage occurs, the Owner shall restore the property to a condition equal to or better than the condition of the property prior to such damage.
14. **City Rights-of-Way and Ownership.** Permit approval does NOT authorize any work to be undertaken within the public ROW. Any work in the ROW can only occur with prior authorization by DPW and City Council, as required. Any work or improvements that are taken within the City's right of way does not diminish the City's ownership or authority regarding said right of way.
15. **Liquor License Required.** An approval of any use that includes the sale of alcoholic beverages is contingent upon the receipt of a liquor license from the City of Burlington or the State of Vermont, whichever is applicable.

-- NOTE --

ANY MODIFICATIONS OR DEVIATIONS FROM THESE PLANS
 REQUIRE ZONING APPROVAL PRIOR TO CONSTRUCTION.
 ALL ERRORS IN DIMENSIONS, PLANS OR DETAILING ARE
 FULLY THE RESPONSIBILITY OF THE APPLICANT/OWNER.

FINAL APPROVAL

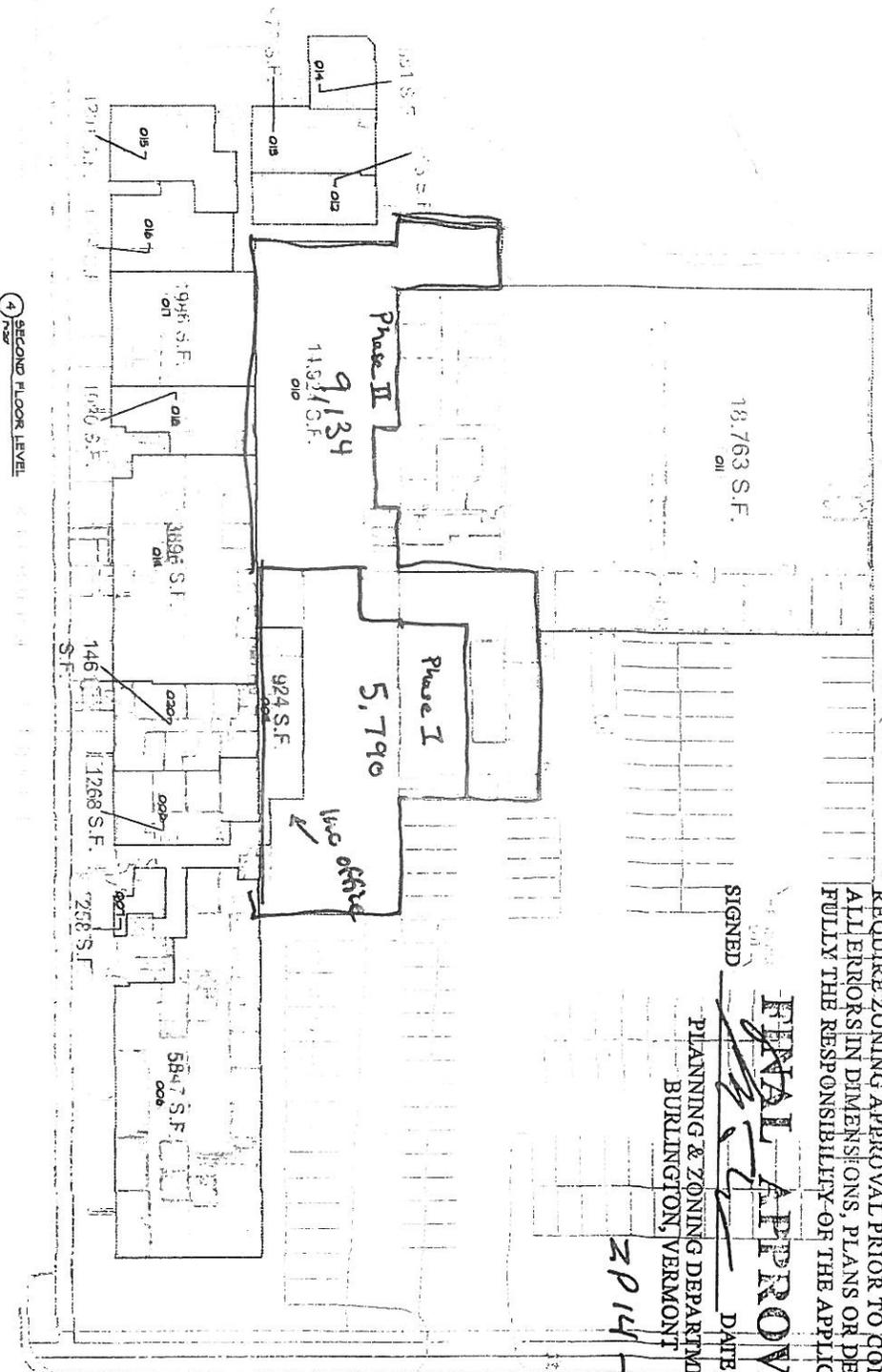
PLANNING & ZONING DEPARTMENT
 BURLINGTON, VERMONT

SIGNED

DATE

9/5/13

ZP14-0245CA



4 SECOND FLOOR LEVEL

DATE	2013/09/20/13	Project Name	Kilburn & Gates	LEVEL	A1.1
Drawn By	7-30-07	Project Address	Burlington, Vermont		
Checked By		Overall Plans -	SECOND LEVEL		
J. Graham Goldsmith, Architects, P.C. 7 Kilburn Street Burlington, VT 05401 802-882-0033					

MENU

CITIZEN CIDER: PINE ST.

CHARCUTERIE BOARD

Selections of locally cured and prepared meats including...

Bacon, Prosciutto, Capicola, Assorted Sausages, Terrine of the Week, Paté of the Week.

CHEESE BOARD

Cheese selections range from various Vermont producers and are served with locally crafted bread.

SOUP

Fresh rotating selection of soup seasonally inspired.

APPLE SALAD

Fresh apples from Happy Valley Orchard on a bed of mixed greens with blue cheese and crushed pecans.

HOT DISH

Weekly selections of your favorite childhood casserole dishes.

SANDWICH OF THE WEEK

We'll pick one meat and one veggie sandwich to reign supreme for a week, then we'll change it.

CARAMEL APPLES

Happy Valley Orchard Apples dipped in Caramel from Lake Champlain Chocolates.

DEPARTMENT OF LIQUOR CONTROL
OUTSIDE CONSUMPTION PERMIT

Fee \$20.00

Name of Licensed Premise (Corporation/Partnership/Individual, d/b/a)

Citizen Cider, LLC

d/b/a _____

Address 316 Pine St, Suite 114 Town/City Burlington, VT

License Number _____ Email or Fax # juheilenbach@gmail.com

Outside consumption would be in the area described below: (describe fully, including size, physical barriers, etc.)

The outdoor seating is a deck, 20' x 40' with two entrances from the main public seating area indoors and also has access to an exterior set of stairs to exit the premises.

Please remember that this outside consumption permit is an extension of your license to serve alcohol beverages, and that the same rules apply in this area as do in the regularly licensed premise area.

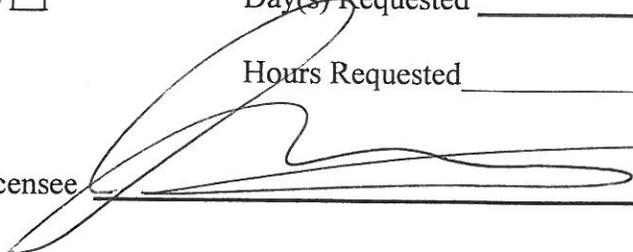
Outside Consumption time period (hours) from noon to 11pm

Permanent Use (Permanent use will be considered year round use)

Occasional Use

Day(s) Requested _____

Hours Requested _____

Signature of Licensee 

OUTSIDE CONSUMPTION PERMITS MUST FIRST BE APPROVED BY YOUR TOWN/CITY CLERK

*patch #542 \$20.00
2010/15/13*

APPROVED BY LOCAL CONTROL COMMISSIONERS

Town/City Clerk Signature _____



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

CITY OF BURLINGTON Annual Outside Consumption Renewal Form

New Renewal

PART I--ORGANIZATION

All information is required

- 1. Corporation/Sole Proprietor name Citizen Cider, LLC
- 2. D/B/A (Business Name) _____ 3. Bus. Phone 503-890-7947
- 4. Business Address (e) Lawrence Drive, Essex VT 05452
- 5. Contact person Justin Heilenbach 6. Contact Phone 503-890-7947
- 7. Email Address jheilenbach@gmail.com

PART II--OPERATION

1. Requested period of operation:

Months: April to December

2. Requested times of operation:

Sunday <u>noon - 6p</u>	Wednesday <u>noon - 10p</u>	Saturday <u>noon - 11p</u>
Monday <u>noon - 10p</u>	Thursday <u>noon - 10p</u>	
Tuesday <u>noon - 10p</u>	Friday <u>noon - 11p</u>	

PART III--DESCRIPTION

- 1. Proposed Dimensions 20' x 40'
- 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? _____

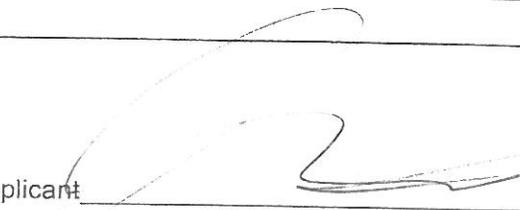
Please provide a detailed description of the area and its planned use on the back of this form.

*pdchk # 5/2 @ 20.00
to 10/15/13*

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

Annual outside Consumption Renewal Form -Page 2

Detailed description The outdoor deck area will have seating based on certificate of occupancy. The deck will have two garage door style entrances from the indoor public seating area and access to an exterior set of stairs.

Signature of Applicant 

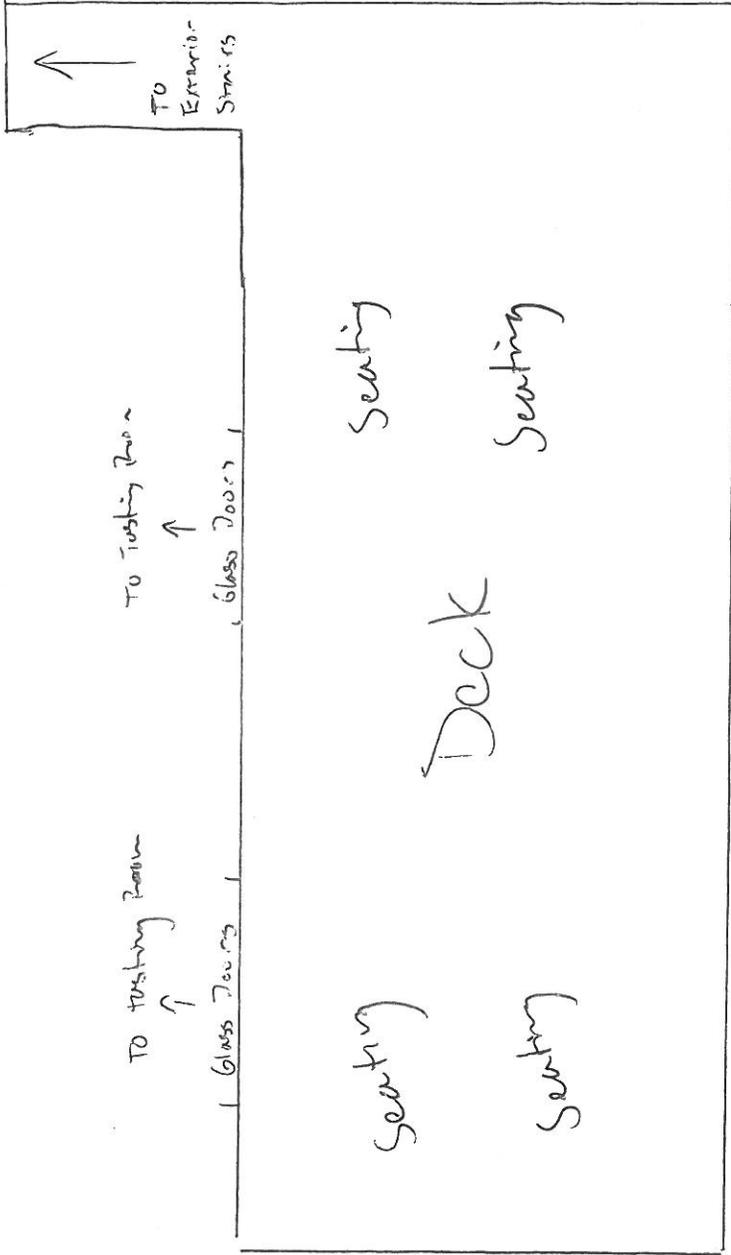
Date: 10/6/13

Print Signature Justin Heitenbaker

APPROVED BY LOCAL CONTROL COMMISSION _____

SENT TO DEPARTMENT OF LIQUOR CONTROL _____

FINAL APPROVAL BY DEPARTMENT OF LOCAL CONTROL _____



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 Burlington in the County of Chittenden and State of Vermont
this 9th day of October, 20 13

Corporations/Clubs Signature of Authorized Agent Individuals/Partners: (All partners must sign)

Robert J. Rapatski
Robert J Rapatski
Owner
(Title)

TOWN OR 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 18 §12

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

NOTICE: All new applications are investigated by the Enforcement and Licensing Division prior to approval/disapproval of the license by the Liquor Control Board. Please note that this process can take anywhere from 2 weeks to 6 weeks to complete once Liquor Control receives the application.



LIQUOR LICENSE

NEW APPLICANT QUESTIONNAIRE

D/B/A (Business Name) Zen Lounge

Contact person Robert Repatski Contact Phone 802-233-4652

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

No

2. Please describe your experience serving or selling alcohol?

Started in the bar business at 19. Have worked full time for 10 years as an assistant manager's bartender from 1999-2009. Still active part time.

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. Yes. Employees will be required to do DLC training prior to starting. I will review VT liquor laws with all staff before we open the doors for business.

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

Not at this time.

5. How many employees will you have?

20 (+/-)

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

The space is approximately 4500 square feet and the current occupancy is 250 people.

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

I will hire experienced ID security persons who will take the D&C Training. We will keep a book of state ID's to assist with identifying fake ID's. No one under 21 will be permitted. If we host an event that is 18+ we will properly mark all under 21 patrons for our bar staff to identify.

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

Vermont Department of Liquor Control
Certificate of First Class Seminar Attendance

Name (print):

Signature:

Date:

Investigator's Signature:

Robert Rapatski
<i>Robert Rapatski</i>
10/21/2013
(expires two years from above date)
<i>[Signature]</i>
Certificate of First Class Seminar Attendance

Category (circle one): Owner Director Partner Manager Employee

Corporation Name: 165 church st. LLC

Business Name: Zen Lounge

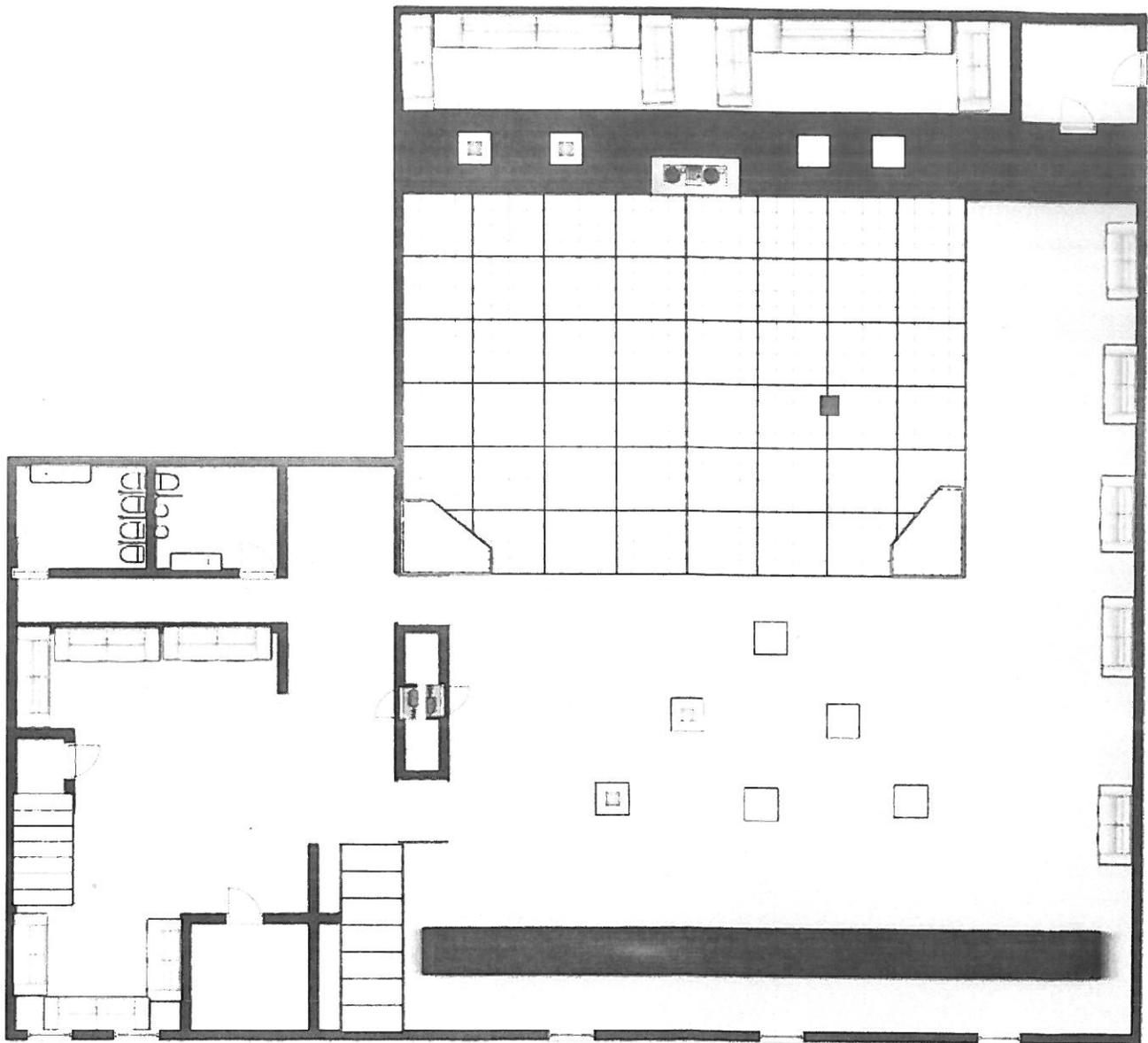
Street and Town: 165 church st. Burlington, VT

Seminar held in: Montpelier Town/City

Education Regulation 3-B

V.S.A. T.7 §239

Zen Lounge





Zen

LOUNGE

appetizers

See specials board for today's featured appetizer

VEGETABLE TEMPURA

Assorted fresh vegetables fried in light tempura batter with plum sauce 6.95

THAI STICKS

Charbroiled fiery chicken, prawn or beef skewers with a peanut-chile dipping sauce 7.95

EDAMAME

Tossed in sea salt and sesame seeds 4.75

soup

See specials board for today's featured soup

MISO SOUP

Thin broth with tofu, miso and seaweed 3.75

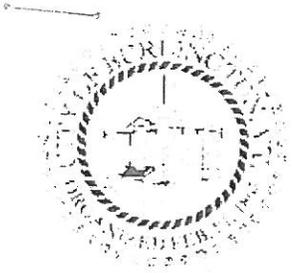
HOT AND SOUR SOUP

Flavorful soup with bay shrimp, lemongrass, kaffir lime leaves, galanga root 3.75

SPICY TOFU SOUP

Spicy broth with Asian mushrooms, silken tofu, and thai basil, garnished with scallions 3.75

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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 / Bar

05/01/2013 - 04/30/2014

TO: Jeff Herwood, Clerk/Treasurer's Office
FROM: Lori Olberg, Clerk/Treasurer's Office
DATE: Friday, November 1, 2013
COMPANY: 165 Church Street, LLC
DBA NAME: Zen Lounge
FORMERLY: Club Lift
LOCATION: 165 Church Street
PHONE: 233-4652

*Please review
Thanks,
Lori*

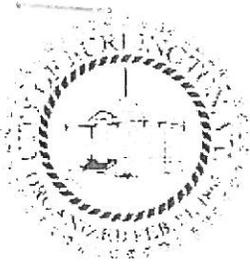
The above applicant has applied for a new/renewal license. Please complete the appropriate section below verifying the status of the applicant's taxes and return it to this office as soon as possible.

Property Taxes Overdue?	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	Initials	
Property Taxes Delinquent?	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	Initials	<i>SO</i>
Gross Receipts Tax Overdue?	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	Initials	<i>S</i>

Thank You,

Lori Olberg
Clerk/Treasurer's Office
City Hall

Date: Friday, November 1, 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 - Restaurant / Bar

05/01/2013 - 04/30/2014

TO: Ken Lerner, Planning & Zoning Office
FROM: Lori Olberg, Clerk/Treasurer's Office
DATE: Friday, November 1, 2013
COMPANY: 165 Church Street, LLC
DBA NAME: Zen Lounge
FORMERLY: Club Lift
LOCATION: 165 Church Street
PHONE: 233-4652

*Please renew -
Thanks, for*

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

Please indicate:

Approved?

Yes

No

Initials

LO

Date

11/1/13

Notes:

Pre-existing use

Thank You,

Lori Olberg
Clerk/Treasurer's Office
City Hall

Date: Friday, November 1, 2013



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

CITY OF BURLINGTON ENTERTAINMENT PERMIT APPLICATION

- Checkboxes for New/Renewal, Indoor/Outdoor

PART I ORGANIZATION

All information in this section is required

- 1. Corporation/Sole Proprietor name Citizen Cider, LLC
2. D/B/A (Business Name) 316 Pine Street Suite 114
3. Bus. Phone 503-890-7947
4. Business Address 60 Lawrence Drive, Essex VT 05452
5. Mailing Address Same
6. Contact person Justin Heilenbach
7. Contact Phone 503-890-7947
8. Email contact address jheilenbach@gmail.com

PART II OPERATION

- 1. Occupancy Load 150
2. # of Restrooms 2
3. # of Egresses 2
4. Date of last Fire/Safety Check FBD
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.

- Checkmarks for Live Instrumental Music, Live Vocal Music, Disc Jockey, Karaoke, Jukebox

***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
[X] Other

(Continued on back)

pd chk #537 do
\$350.00 10/15/13 1

Additional description
(REQUIRED):

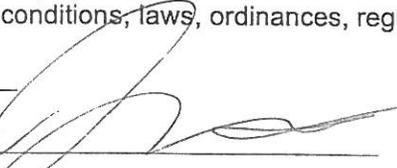
Citizen Cider plans to offer live music as an addition to our regular operations of food and hard cider. We expect to have music focused on enhancing the experience of visiting our hard cider manufacturing operation. We also hope to partner with local agencies/organizations like The Interval to offer food related events with educational and arts events to promote the local food economy. Such an event may include a speaker and live music in combination with cider and food pairings.

**PART IV
PROPOSED HOURS OF ENTERTAINMENT**

WEEKDAYS	ENTERTAINMENT HOURS
Sunday	noon to 6pm
Monday	noon to 10pm
Tuesday	noon to 10pm
Wednesday	noon to 10pm
Thursday	noon to 10pm
Friday	noon to 11pm
Saturday	noon to 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: 10/6/13

SIGNATURE OF APPLICANT 

PRINT NAME: Justin Heitenbach

RELATIONSHIP TO BUSINESS Owner

OFFICE USE ONLY

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

At their meeting of _____, the Burlington City Council License Committee recommended
Approval _____ Denial _____

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

revised 12/2008



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 165 church Street, LLC
2. D/B/A (Business Name) Zen Lounge 3. Bus. Phone 802-233-4652
4. Business Address 165 church Street, Burlington, VT 05401
5. Mailing Address Same
6. Contact person Robert Rapatski 7. Contact Phone 802-233-4652
8. Email contact address RRapatski@gmail.com

PART II OPERATION

1. Occupancy Load 250 2. # of Restrooms 2 3. # of Egresses 2
4. Date of last Fire/Safety Check Unknown 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

pdch #512308337-9
10/31/13 lo

(Continued on back)

• No nudity or adult theater without special event permit needed. Prior City Council approval \$265.00 lo

Additional description
(REQUIRED):

The venue will primarily host DJ's & Live bands. Karaoke will also be regular entertainment weekly. For special events we will host fashion shows, theme parties, video premieres & comedy acts

When we work with radio stations, we may have contests or games run by a radio personality.

PART IV
PROPOSED HOURS OF ENTERTAINMENT

WEEKDAYS	ENTERTAINMENT HOURS
Sunday	7p-2a
Monday	7p-2a
Tuesday	7p-2a
Wednesday	7p-2a
Thursday	7p-2a
Friday	7p-2a
Saturday	7p-2a

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

DATE SIGNED: 10-09-2013

SIGNATURE OF APPLICANT Robert J. Rapatski

PRINT NAME: Robert J. Rapatski

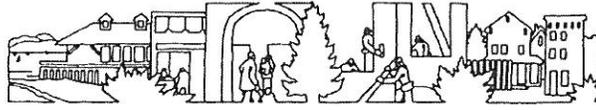
RELATIONSHIP TO BUSINESS Owner

OFFICE USE ONLY

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

At their meeting of 12/3/13, the Burlington City Council License Committee recommended
Approval Denial _____

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



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

Celebrating 30 Years ~ 1983-2013

Legal Notice – advertised in Seven Days on November 13, 2013

On December 9, 2013 at 7 PM, the City of Burlington will hold a Public Hearing before the City Council in Contois Auditorium to consider the submission of an amended application for Section 108 Guarantee Loan funds.

A draft application is available for review at www.cedoburlington.org The public is encouraged to review the draft application, to attend the Public Hearing and to comment.

Written or oral comments will be accepted on the amended application through the close of business on December 13, 2013 at the Community & Economic Development Office, 149 Church Street, Room 32- City Hall Burlington, 865-7144. For more information or information on alternative access contact Kirsten Merriman Shapiro 865-7284 or kmerriman@burlingtonvt.gov

DRAFT Burlington Amended Section 108 Loan Application New Moran: Redevelopment of a Derelict, Coal-fired Power Plant

Proposal Summary

The City of Burlington receives sufficient CDBG funds annually to qualify for \$4,399,000 in HUD 108 guarantee authority. The city's outstanding Section 108 debt is \$2,308,000 and its remaining Section 108 Guarantee Loan borrowing capacity is \$2,091,000. The City has identified one activity to be undertaken with the available assistance. The City requests Section 108 loan guarantee assistance in the amount of \$2,091,000 to be used for the redevelopment of the Moran Plant. This assistance will benefit the city as a whole. According to HUD standards, per the 2010 census over 58% of city residents are low and moderate income.

For more than 25 years, the Moran Plant – a coal-fired generating plant decommissioned in 1986 – has sat as the last vacant, blighted reminder of the industrial past on Burlington's waterfront. Beginning in the spring of 2013, the city undertook a public process to determine the future of the building. That process included:

- Request for Concepts – 18 concepts related to the redevelopment of Moran were received
- Concepts were posted on line for comments along with two open houses seeking public comment.
- Mayor-appointed Public Investment Team (PIT) reviewed these projects and at public meeting chose 11 concepts to move on to the next round based on criteria established in January 2013 and submit formal proposals.
- Request for Proposals – October 17, the City received four proposals related to the Moran site with only one of these directly proposing to redevelop the building.
- Proposals were posted online and available at the library for public review and comment
- Open Houses were held in November 2013 for people to review and comment on proposals.
- In November, the PIT scored the proposals, held two public meetings for Q&A with the proposers, considered all public comments, and then made recommendations to the Mayor regarding which proposals to advance.
- The Mayor will produce a project slate and allocate funding for projects.
- The project slate will go before City Council in January 2014 for placement on the March 2014 ballot.
- In March 2014, the public will vote on the ballot question.

The concept is a public-private partnership to redevelop the blighted property into space for arts, cultural, educational and recreational opportunities for residents and visitors as well as new public park space. The redeveloped building will have a mix of free and fee-based uses, including year-round public access community space and public rest rooms. Space will be leased to a master tenant and multiple sub lessees.

In addition to providing a new public facility for all of the city's residents, the project is expected to produce 44 new FTE jobs at initial staffing, between 60 to 80 total new jobs (including full-time, part-time, seasonal and ancillary), and around 576 construction jobs. A significant amount

of environmental assessment work has been undertaken, and initial remediation has begun. Design plans are being finalized. The anticipated completion date is April 2015. This activity will not displace any residents or businesses. The debt service ratio for this activity will be 1.2, with a targeted loan to value of .4.

The redevelopment of the Moran Plant is an identified project in the city's 2008 Consolidated Plan for Housing & Community Development (page 3-48), the city's 2008 Annual Action Plan (page 10) and the city's 2009 Action Plan (page 15), as well as in the city's Waterfront Revitalization Plan.

1. Project Description

The "New Moran" is a public-private partnership involving the redevelopment of a defunct coal-fired electric generating plant on Burlington, Vermont's waterfront. Built in 1954, decommissioned in 1986, the J.E. Moran Municipal Generating Station has sat abandoned and blighted ever since. Nonetheless, the site has long been recognized for its redevelopment potential because of the building's structural integrity and strategic location anchoring the north end of the downtown waterfront.

The Moran Plant decommissioned in 1986 and sitting vacant on Burlington's waterfront since that time has gone through a public process and the city has developed plans to redevelop the blighted property into space for arts, cultural, educational and recreational opportunities for residents and visitors. In addition to providing a new public community facility for all of the city's residents, the project is expected to create between 44 new FTE jobs at initial staffing, between 60 to 80 total new jobs (including full-time, part-time, seasonal and ancillary), and around 576 construction jobs. The city will continue to own the land and the facility (except for the period of New Market Tax Credit compliance if applicable), and will lease the building for redevelopment to a master tenant and multiple sub lessees.

The Master Tenant is "New Moran" a 501(C)(3) not-for-profit corporation established in the State of Vermont to develop and manage the Moran building. The draft mission of New Moran is: "To welcome all to a Moran Building which will utilize to its fullest potential its architectural and cultural heritage, and its setting, to inspire enjoyment and innovation in the realms of Energy, Art, Food, and Recreation." This entity will seek a long-term lease arrangement for the Moran building from the City of Burlington.

The "New Moran" will clean-up a significant brownfield on the shores of Lake Champlain, redevelop a blighted industrial property, create new public amenities, provide arts, cultural, educational and recreational opportunities for residents and visitors, and have a significant economic impact. The redeveloped building will have a mix of free and fee-based uses, including community space and public rest rooms. Space will be leased to a master tenant with multiple sub lessees.

The project calls for a mix-used, energy self-sufficient Moran building, which is a hub for waterfront events and conventions. It supports recreation and access to local, art, energy, food and technology. This project will strive to fully embody the creative potential for re-use of the Moran Plant, preserving its industrial history, while bolstering the economic revitalization and

community reclamation of Burlington's post-industrial waterfront. A redeveloped Moran Plant will focus on the following five areas of Community, Energy, Arts, Food and Recreation.

This project addresses brownfield remediation and stormwater management for the building. New Moran will be a direct manifestation of Burlington's commitment to leadership in renewables, energy efficiency and environmentally sustainable urban design.

The redevelopment plan retains, to every extent possible, the Moran building's open space and industrial character while showcasing year-round Vermont's vibrant artistic, cultural and recreational activities. By restoring the character and reinventing the value of a landmark structure, New Moran not only preserves the heritage of our formerly industrial waterfront but represents a catalyst for year-round activity. The redevelopment will utilize universal design as much as possible and comply with all ADA requirements.

The New Moran redevelopment creates a powerful new focal point for community events, conferences, conventions, workshops, education, performance and arts installation at a scale otherwise unimaginable - and sorely needed - in Burlington. Such potential for transformative waterfront investment is described in the following project initiatives.

- The "Great Room," with a capacity of ~ 1,500 people provides a new year-round, non-weather-contingent alternative to outside events. The Burlington based Crothers Management Group (CMG) will work closely alongside the New Moran non-profit management team, collectively forming the New Moran Management Group, to curate and provide management services of the events facility.
- 'Generator' is a non-profit organization providing tools, classes and flexible studio spaces to support the community intersection of art, science and technology. Generator exhibits maker creations in both formal gallery space, and atriums throughout the building along with hosting public lecture series, workshops and large gatherings. Generator will manage a fabrication space accessible for building tenants and house hands-on classes and small open studio spaces for competitive artistic residencies. Perhaps similar to <http://artisansasylum.com/> but appropriate for Burlington.
- AO Glass Works will operate an educational glass blowing studio expanding the building's public access and artistic energy by offering free entrance to watch creativity in the making by hosting daily demonstrations and exhibitions for children and adults, alongside classes, workshops, and school field trips.
- A Community R&D hub creates open pre-incubation space for local organizations and individuals to access otherwise unavailable or unaffordable technology and media resources. This creates a home for the wide-array of existing technology-based citizen user groups in Burlington and gives the community access to Burlington's gigabit-potential fiber optic network while improving Burlington's potential as a regional technology center.
- A non-profit Community Media Studio provides the equipment to process and disseminate media from Moran-building events, run by local leaders in community access media and serves as a Burlington hub for media education and innovation.
- The Farmhouse Group will develop a year-round restaurant which expands seasonally and serves the catering and banquet functions of the building.

- Zero Gravity Craft Brewery will implement an educational nano-brewery, sourcing ingredients from the local agricultural community, teaching classes and hosting competitive residencies for brewers from around the world.
- The Vermont Community Garden Network (VCGN) will install and manage a 1,200-1,500 square foot raised-bed planter box garden on a portion of Moran's south facing "Great Roof". This offers a unique education opportunity for Burlington residents without access to a garden, enables on-site food production for the restaurant below and promotes sustainable agriculture and environmental stewardship through hands-on workshops and internship opportunities.
- The Lake Champlain Community Sailing Center will remain on site and will continue to provide youth sailing camps, adult instruction, non motorized boat rentals, small boat storage and more, regardless of age, physical or financial ability.

This is a redevelopment by the community, for the community. Outside of large programmed events, the majority of building and surrounding site is open and free to the public. Our program and tenants offer educational and recreational benefits that will enrich the community at large and have a positive impact on low-income residents.

As a new public community facility, the redeveloped Moran plant will serve the entire city. However, wherever feasible, the jobs created will be targeted to residents of the city's Renewal Community, in which the project is located. The Renewal Community (census tracts 3, 4, and 5 and block group 1 of census tract 10) includes the city's Old North End, the most densely populated and impoverished neighborhood in Vermont. Historically the city's working class neighborhood, the Old North End has also become home to an increasingly diverse group of refugees and immigrants. It is identified in the city's Consolidated Plan as a high-poverty area, and is part of the city's HUD-approved Neighborhood Revitalization Strategy Area.

According to the 2005-07 American Community Survey 3-Year Estimates (Table C17001), the poverty rate in Burlington was 20.96% (7,023 persons), and the national rate was 13.26%. Information on poverty at the census tract and block group level is not available through recent ACS data, but according to the 2000 Census, the poverty rate for the Renewal Community Target Area was 31.4% (3,442 persons), more than 2.4 times the 2000 national rate.

According to the 2000 Census (again, the most recent unemployment data available at the census tract level), the Renewal Community unemployment rate was 6.1% (403 persons), the Burlington rate was 5.4% (1,222), and the national rate was 5.7%. The Target Area unemployment rate was at least equal to, but less than twice, the national average.

The Moran Plant is an opportunity for economic development. The following information provided by the New Moran proposers detail growth in jobs, construction multiplier effects, direct economic impact via gross receipts and indirect multiplier effects of program events, food, beverage and arts activity.

The project will generate 44 new FTE jobs at initial staffing, between 60 to 80 total new jobs (including full-time, part-time, seasonal and ancillary). Six businesses and four community organizations would be created or retained through this project. The project anticipates creation of ~576 construction jobs based on a project cost of \$16,044,375 with an additional \$36,581,175

economic impact from the construction of Moran. There will be \$15,396,202 annually in both direct and indirect economic impact from the New Moran.

The community development objectives are to: 1) redevelop a blighted, contaminated site on the city's waterfront into new public and commercial space; 2) stimulate gross receipts taxes and parking fees to the city; and 3) create approximately 44 new FTE jobs at initial staffing, between 60 to 80 total new jobs (including full-time, part-time, seasonal and ancillary), and around 576 construction jobs.

The Moran Center is located in a HUD-designated Renewal Community, where 77% of the residents are low/moderate income (over 31% of RC residents live below the poverty line). Additionally, as of 2010 over 58% of the City's residents qualify as low or moderate income.

The project tenants will offer considerable arts, cultural, educational and recreational benefits that will enrich the community at large and have a positive impact on low-income residents. For example, each year the Community Sailing Center provides sailing opportunities to hundreds of at-risk and economically disadvantaged youth, as well as the physically challenged. AO Glass Works will operate an educational glass blowing studio hosting daily demonstrations and exhibitions for children and adults, alongside classes, workshops, and school field trips.

The new public park space, transportation improvements, bike path improvements currently being developed under the adjacent Waterfront Access North Project and public rest rooms will be public amenities available to all Burlington residents, free of charge.

The Moran project will remediate a brownfields site and renovate a blighted and frequently vandalized abandoned industrial property, located across the street from a 40-unit affordable housing development (which has a significant investment of HUD funds, including HOME, EDI, Section 108, and project-based Section 8). There are various environmental concerns at the site as a result of its previous use as a coal-fired electric plant, and before that, as a rail yard and lumber storage and processing area. These include lead paint and asbestos inside the building, elevated levels of arsenic and PAHs in the shallow soils, and volatile organic compounds in the groundwater. The redevelopment will address all these concerns.

The Moran redevelopment project is one of the city's economic development priorities.

2. Sources and Uses

These Sources are based on the "New Moran", which was the result of the recent public process that examined this site. The Uses are based on professionally prepared cost estimates, and will continue to be refined as the project moves from concept to a fully designed and permitted project and finally to construction. However, the Section 108 loan amount and repayment sources will not change.

Moran - Provisional Development Budget - October 2013

1.0 New Moran - Development Budget		
10/17/2013		
Sources Of Funds		
	Equity	
	Federal Historic Tax Credit (RITC)	3,366,287
	State Historic Tax Credit	100,000
	New Markets Tax Credit (NMTC)	7,347,902
	Tenant Fit-Up Capital	1,201,120
	Grants	
	BEDI	1,040,000
	City	
	General Fund Expenditures	-
	Debt	
	Senior Debt	1,250,000
	Charitable - Program Related Loan	4,200,000
	HUD Section 108 Loan	2,091,000
	TIF Debt	4,550,000
	Performance Contract/PPA	300,000
Total Sources:		25,446,309
Uses of Funds		
	Acquisition	2,583,775
	Hard Costs	15,547,642
	Design	2,031,875
	Other Soft Costs	1,790,000
	Financing, Reserves & Carrying Charges	2,243,017
	Project Contingency	1,250,000
Total Uses of Funds:		25,446,309
Total Over/(Under)		-

3. Project Structure and Participants

The City of Burlington will continue to own the property. The City under its Community and Economic Development Office (CEDO) will use the Section 108 Guarantee Loan funds in conjunction with Brownfield Economic Development Initiative (BEDI) funds to undertake various remediation activities, building stabilization and site improvements and then will transfer the building to the New Moran group for the final and full redevelopment.

The Community and Economic Development Office (CEDO) has a thirty year history of implementing complex projects and programs with considerable success focusing on economic and housing development projects. CEDO is the city agency tasked with revitalizing the formerly industrial waterfront area, including construction of the Waterfront Park, community boathouse, bike path, fishing pier, public parking, and reconstruction of Lake Street. These public improvements have spurred over 100 million of dollars of private investment in commercial development, perpetually affordable housing, a nonprofit science museum, and market-rate housing.

CEDO's Brownfields Program has seventeen years of experience and has twice been an EPA "Showcase Community" finalist. In partnership with nonprofit and private developers and other units of local, state, and federal government, over \$10 million has been leveraged in assessment, clean-up, and redevelopment of numerous derelict or underutilized properties returning them into productive uses.

The New Moran project is also being structured to benefit from Rehabilitation Investment Tax Credits (RITC) and New Markets Tax Credits (NMTC). The New Moran non-profit organization will raise the necessary capital dollars from a wide range of sources.

The New Moran project is being led by a development team coordinated by Renaissance Development Company, Room 9 Redevelopment, LLC and the Charlie Tipper Company.

Renaissance Development Company, a real estate development and project management firm based in Vergennes, Vermont has more than 25 years of experience in construction and development, including commercial, residential and hospitality projects. Their focus includes downtown redevelopment, historic preservation, mixed use, hospitality development, and tax credit syndication. The company provides complete project management services from initial project conception, to construction period administration, through to sale and lease-up.

Room 9 Redevelopment LLC is a new firm founded by award winning Vermont natives Erick Crockenberg and Tad Cooke who have experience with independent research and project management in sustainable agriculture and renewable energy.

Charlie Tipper Company, specializes in real-estate investment and re-development. Principal partner, Charlie Tipper, has redeveloped multiple properties in Vermont. Mr. Tipper is a local philanthropic leader and the founding president of South Hero Land Trust and continues to serve on its board and fundraising committee. He has served as the chair of many successful capital campaigns.

Primary development partners include:

- Development & Management Entity: "New Moran" 501(c)(3) - working title - Created by Charles Tipper.
- Lead Project Management: Room 9 Redevelopment LLC & Renaissance Development Company
- Non-Profit Creation: Charlie Tipper, Erick Crockenberg & Tad Cooke
- Architecture: Smith-Buckley Architects
- Finance & Project Management: Jeffrey Glassberg, Renaissance Development Company
- Structural Engineering: Engineering Ventures-
- Construction Cost Estimating: PC Construction
- Energy Strategy & Finance: BETTER P3
- Environmental Management: Waite-Heindel Environmental Management
- Engineered Wastewater: John Todd Ecological Design, EcoSolutions
- RFP-Stage Fiscal Agent: Preservation Trust of Vermont (PTV)
- Philanthropic Support to date: Vermont Community Foundation (lead gift to the project)

The Moran building will be developed and managed by a to-be-formed 501(C)(3) not-for-profit corporation established in the State of Vermont. The preliminary working name for this organization is 'New Moran.' This entity will seek a long-term lease arrangement for the Moran building. The Burlington based Grothers Management Group (CMG) will work closely alongside the New Moran non-profit management team, collectively forming the New Moran Management Group, to curate and provide management services of the events facility with over 15 years of facility management and three venues already under its care, CMG is uniquely suited to bring its expertise to this project.

4. Repayment Schedule

The cost to construct the project will come from the sources listed above in #2. Repayment of the Section 108 Loan Guarantee Program will come from Tax Increment Financing (TIF) revenues estimated annually to be \$385,000, of which \$190,000 would be set aside for repayment. If New Market Tax Credits (NMTC) are used for this project in conjunction with the Section 108 and BEDI funds, then the City may seek to pay principal only during the NMTC compliance period. The term of the Section 108 loan will be 11 years. (See Attachment ____ for a detailed Repayment Schedule.)

5. Collateral

The City of Burlington pledges future tax increments from the Tax Increment Financing (TIF) District in which the Moran Plant is located as collateral for this loan. The TIF revenues from the district are projected annually at \$385,000.

6. Project Implementation

The estimated project schedule will begin with the execution of Memorandum of Understandings with developer in March 2014. It is anticipated that for the activities to be undertaken by the Section 108/BEDI funds design, engineering and permitting which along with bidding, is anticipated to be complete by May 2014. The construction for the stabilization of the shell, site improvements and Brownfield remediation is anticipated to take place between May 2014 and September 30 2014. The Section 108 financing will need to be in place by May 1, 2014 before the project is bid.

Not unlike the structure of the City of Burlington's initial application, the City will need to structure the loan agreement to allow for two distinct possibilities. First, it will need to allow for the possibility of including BEDI and Section 108 funds in a New Market's Tax Credit financing structure. Alternatively, we will want the loan agreement to permit the City to utilize the funds for authorized City work on this Public-Private Project without inclusion in a New Market's Tax Credit financing structure. In either event, the Project remains the same. The developer is aware that the Project's timeline is sensitive with regard to the use of BEDI and Section 108 funds. If the funds are to be included in the New Markets financing, the developer's timeline will accommodate the HUD timelines for these BEDI and Section 108 funds. Alternatively, if the developer cannot establish a timeline to close on its New Market's financing before September 30, 2014, then the developer will utilize a financing plan in which the BEDI and Section 108 funds are not utilized in the New Market's financing structure but instead will be utilized for such City authorized work on the project as will meet the HUD timelines necessary for the use of these funds. The Section 108 funds would be available for use through September 30, 2015.

7. Eligible Activity

The proposed activity is the redevelopment of a publicly-owned property into new public community facility that includes commercial space. The activity is eligible under 24 CFR 570.703(l), "Acquisition, construction, reconstruction, rehabilitation or historic preservation, or installation of public facilities ... including public streets, sidewalks, other site improvements ... and remediation of known or suspected environmental contamination..." The activity is also eligible as a "special economic development activity" under §570.703(i)(1) and by extension, §570.203.

The activity is also eligible under Section 570.703(i)(1), which makes eligible, "Activities eligible under 570.203," which in turn makes eligible under subparagraph (a), "The acquisition, construction, reconstruction, rehabilitation or installation of commercial or industrial buildings, structures, and other real property equipment or improvements, including railroad spurs or similar extensions. Such activities may be carried out by the recipient or public or private subrecipients."

If this project were not structured for NMTCs, the Section 108 eligible activity would be 24 CFR 570.703(l) as a public facility. But if the 108 was to be loaned to a NMTC investment fund (the "Investment Obligor") which is a for-profit. Thus, Guaranteed Loan Funds and the BEDI funds will be used to make a loan to the Investment Obligor to assist with an economic development

project, which financial assistance is an economic development activity in accordance to 24 CFR 570.703(i)(1) pursuant to §570.203(b).

8. National Objective

The activity will meet the area benefit standard of 24 CFR 570.208(a)(1). The new public facility will provide a citywide benefit to all Burlington residents. Under the 2010 Census (the most recent information available), 58% of Burlington residents are low/moderate income. Since the project is in a HUD-approved NRSA, the activity will meet the national objective of job creation/retention as a low and moderate income area benefit as defined under 24 CFR 570.208(d)(5)(i).

The activity will also meet the low/moderate income job creation/retention objective of 24 CFR 570.208(a)(4). There will be 44 FTE new permanent jobs created by the tenants in the new facility. All will qualify as low/moderate income under Section 570.208(d)(5)(i) because the facility is located in the city's Neighborhood Revitalization Strategy Area.

9. Public Benefit Standards

This project qualifies as a public facility with an area benefit; therefore, the public benefits standard does not apply. However, if the public benefits standard were applied to the jobs created by the private sector tenant, the project would also qualify under that criterion. Because the Moran project is located in the city's HUD-approved Neighborhood Revitalization Strategy area, the applicable standard is not more than \$50,000 of assistance per job [§570.209(3)]. We estimate that \$3.231 million in Section 108, BEDI and CDBG will be used in the project, including CDBG project delivery costs. Since the project is in a HUD-approved NRSA, the activity will meet the national objective of job creation/retention as a low and moderate income area benefit as defined under 24 CFR 570.208(d)(5)(i) and all jobs created or retained will apply.

10. Financial Underwriting

Under Assessment

11. Citizen Participation Plan

The City of Burlington's 2008 Consolidated Plan includes both the Statement of Needs and the Strategy for the project proposed in the City's Section 108 proposal. In describing the waterfront the 2008 Consolidated Plan states, "Burlington's waterfront has changed from an industrial wasteland to a center for cultural, recreational, social and economic activities. Over the last two decades, the city has improved park and open space, removed vacant structures, cleaned up contaminated land, and made infrastructure improvements to ensure pedestrian, bicycle and vehicle access.

Major milestones in the waterfront development process include rezoning, approval of two bond issues, land acquisition, establishing a tax increment-financing district, and public improvements. Section 108 funds have helped significant waterfront infrastructure improvements, including the reconstruction of Lake Street, upgrading of shower facilities at the Boathouse and stabilizing the Moran Plant, and the water/wastewater system and other infrastructure improvements for Lake Street Extension. Today, the waterfront remains a focus for continued improvement – especially as the city is not meeting its local demand for recreation despite triple-digit job growth in that area over the last sixteen years.

City staff has completed a thorough outreach and citizen participation plan, consistent with the City's Consolidated Plan. Legal notice of the public hearing and review period were published in a local paper on November 13, 2013.

On December 9, 2013 at 7 PM, the City of Burlington will hold a Public Hearing before the City Council in Contois Auditorium to consider the submission of an amended application for Section 108 Guarantee Loan funds. A draft application is available for review at www.cedoburlington.org. The public is encouraged to review the draft application, to attend the Public Hearing and to comment. Written or oral comments will be accepted on the amended application through the close of business on December 13, 2013 at the Community & Economic Development Office, 149 Church Street, Room 32- City Hall Burlington, 865-7144. For more information or information on alternative access contact Kirsten Merriman Shapiro 865-7284 or kmerriman@burlingtonvt.gov

12. Whom May We Contact

Kirsten Merriman Shapiro, Special Projects Manager
Community & Economic Development Office
149 Church Street, Room 32 – City Hall
Burlington, VT 05401
(802) 865-7284 (phone)
(802) 865-7024 (Fax)
kmerriman@burlingtonvt.gov

Peter Owens, CEEDO Director
Community & Economic Development Office
149 Church Street, Room 32 – City Hall
Burlington, VT 05401

**SUMMARY OF AVAILABLE
“ADDITIONAL SECURITY”**

The City of Burlington pledges future tax increments from the Tax Increment Financing (TIF) District in which the Moran Plant is located as collateral for this loan. The TIF revenues generated from within the district is projected annually at \$385,000.

**SECTION 108 LOAN GUARANTEE
Entitlement Public Entity Certifications**

In accordance with Section 108 of the Housing and Community Development Act of 1974, as amended (the "Act"), and with 24 CFR Part 570.704(b), the public entity certifies that:

- (3) It possesses the legal authority to make the pledge of grants required under §570.705(b)(2).
- (4) It has made efforts to obtain financing for activities described in the application without the use of the loan guarantee and cannot complete such financing consistent with the timely execution of the program plans without such guarantee.

In accordance with Section 108 of the Housing and Community Development Act of 1974, as amended (the "Act"), and with 24 CFR Part 570.704(b)(8), the public entity further certifies that:

- (i) It possesses the legal authority to submit the application for assistance under this subpart and to use the guaranteed loan funds in accordance with the requirements of this subpart.
- (ii) Its governing body has duly adopted or passed as an official act a resolution, motion or similar official action:
 - (A) Authorizing the person identified as the official representative of the public entity to submit the application and amendments thereto and all understandings and assurances containing therein, and directing and authorizing the person identified as the official representative of the public entity to act in connection with the application to provide such additional information as may be required; and
 - (B) Authorizing such official representative to execute such documents as may be required in order to implement the application and issue debt obligations pursuant thereto (provided that the authorization required by this paragraph (B) may be given by the local governing body after submission of the application but prior to execution of the contract required by §570.705(b).
- (iii) Before submission of its application to HUD, the public entity has:
 - (A) Furnished citizens with information required by §570.704(a)(2)(i);
 - (B) Held at least one public hearing to obtain the views of citizens on community development and housing needs; and
 - (C) Prepared its application in accordance with by §570.704(a)(1)(v) and made the application available to the public.
- (iv) It is following a detailed citizen participation plan which meets the requirements described in by §570.704(a)(2).
- (v) The public entity will affirmatively further fair housing, and the guaranteed loan funds will be administered in compliance with:
 - (A) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*); and
 - (B) The Fair Housing Act (42 U.S.C. 3601-3619).
- (vi) In the aggregate, at least 70 percent of all CDBG funds, as defined at §570.3, to be expended during the one, two, or three consecutive years specified by the public entity for its CDBG program will be for activities which benefit low and moderate income persons, as described in criteria at §570.208(a).
- (vii) It will comply with the requirements governing displacement, relocation, real property acquisition, and the replacement of low and moderate income housing described in §570.606.
- (viii) It will comply with the requirements of §570.200(c)(2) with regard to the use of special assessments to recover the capital costs of activities assisted with guaranteed loan funds.
- (ix) (Where applicable.) It lacks sufficient resources from funds provided under this subpart or program income to allow it to comply with the provisions of §570.200(c)(2), and it must therefore assess properties owned and occupied by moderate income persons, to recover the guaranteed loan funded portion of the capital cost without paying such assessments in their behalf from guaranteed loan funds.
- (x) It will comply with the other provisions of the Act and with other applicable laws.

Public Entity Legal Name _____

Signature _____ Date _____

Printed Name and Title
of Authorized Official _____

**SECTION 108 LOAN GUARANTEE
Non-entitlement Public Entity Certifications**

In accordance with Section 108 of the Housing and Community Development Act of 1974, as amended (the "Act"), and with 24 CFR Part 570.704(b), the public entity certifies that:

- (3) It possesses the legal authority to make the pledge of grants required under §570.705(b)(2).
- (4) It has made efforts to obtain financing for activities described in the application without the use of the loan guarantee and cannot complete such financing consistent with the timely execution of the program plans without such guarantee.

In accordance with Section 108 of the Housing and Community Development Act of 1974, as amended (the "Act"), and with 24 CFR Part 570.704(b)(8), the public entity further certifies that:

- (i) It possesses the legal authority to submit the application for assistance under this subpart and to use the guaranteed loan funds in accordance with the requirements of this subpart.
- (ii) Its governing body has duly adopted or passed as an official act a resolution, motion or similar official action:
 - (A) Authorizing the person identified as the official representative of the public entity to submit the application and amendments thereto and all understandings and assurances containing therein, and directing and authorizing the person identified as the official representative of the public entity to act in connection with the application to provide such additional information as may be required; and
 - (B) Authorizing such official representative to execute such documents as may be required in order to implement the application and issue debt obligations pursuant thereto (provided that the authorization required by this paragraph (B) may be given by the local governing body after submission of the application but prior to execution of the contract required by §570.705(b).
- (iii) Before submission of its application to HUD, the public entity has:
 - (A) Furnished citizens with information required by §570.704(a)(2)(i);
 - (B) Held at least one public hearing to obtain the views of citizens on community development and housing needs; and
 - (C) Prepared its application in accordance with by §570.704(a)(1)(v) and made the application available to the public.
- (iv) It is following a detailed citizen participation plan which meets the requirements described in by §570.704(a)(2).
- (v) The public entity will affirmatively further fair housing, and the guaranteed loan funds will be administered in compliance with:
 - (A) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*); and
 - (B) The Fair Housing Act (42 U.S.C. 3601-3619).
- (vi) It will comply with primary and national objectives requirements, as applicable under subpart F (Small Cities Program) of this part.
- (vii) It will comply with the requirements governing displacement, relocation, real property acquisition, and the replacement of low and moderate income housing described in §570.606.
- (viii) It will comply with the requirements of §570.200(c)(2) with regard to the use of special assessments to recover the capital costs of activities assisted with guaranteed loan funds.
- (ix) (Where applicable.) It lacks sufficient resources from funds provided under this subpart or program income to allow it to comply with the provisions of §570.200(c)(2), and it must therefore assess properties owned and occupied by moderate income persons, to recover the guaranteed loan funded portion of the capital cost without paying such assessments in their behalf from guaranteed loan funds.
- (x) It will comply with the other provisions of the Act and with other applicable laws.

Public Entity Legal Name _____

Signature _____ Date _____

Printed Name and Title of Authorized Official _____

**Appendix A to Part 87—Certification Regarding Lobbying
Statement for Loan Guarantees and Loan Insurance**

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

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Name of Authorized Official

Title

APPENDICES

- A. AREA MAP
- B. LEGAL NOTICE
- C. MEMO FOR CITY COUNCIL AUTHORIZATION REQUEST
- D. CITY COUNCIL AUTHORIZATING RESOLUTION

APPENDIX A --- AREA MAP

Downtown Burlington Station

Burlington City Council

December 9, 2013

St. Paul Street Bus Station – early years



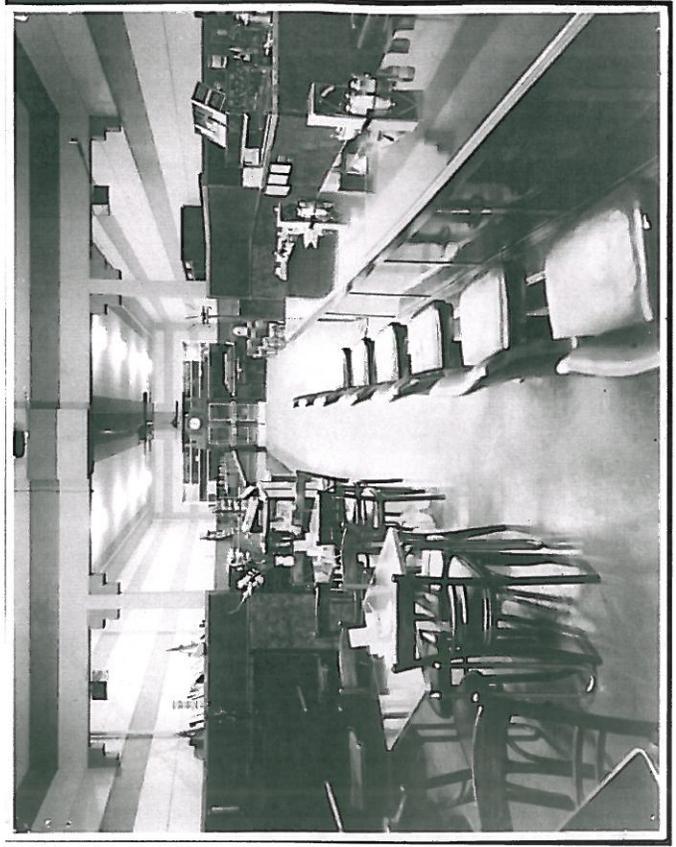
St. Paul Street north of Main Street



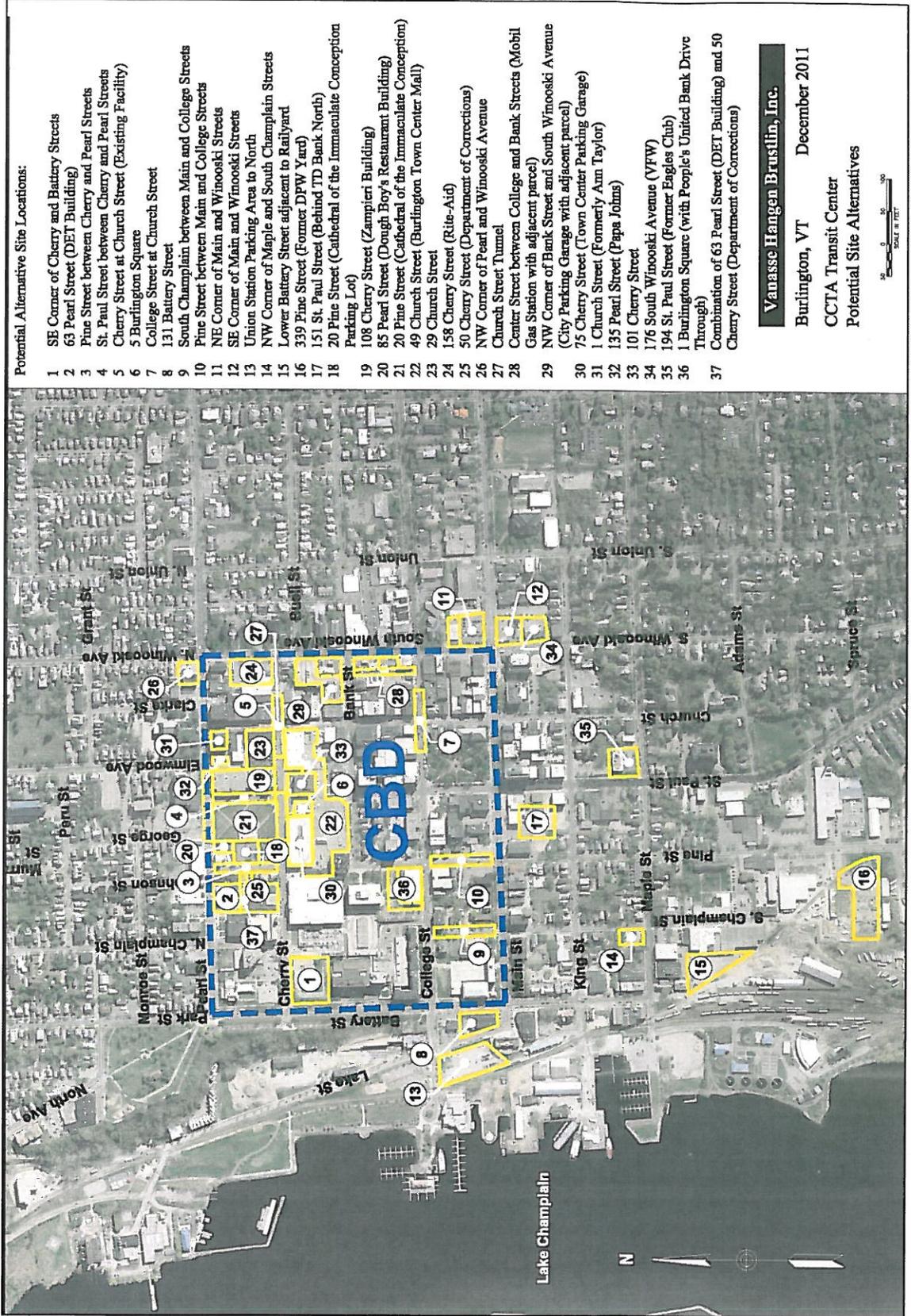
St. Paul Street Bus Station – later years



St. Paul Street Bus Station – later years



Downtown Burlington Station



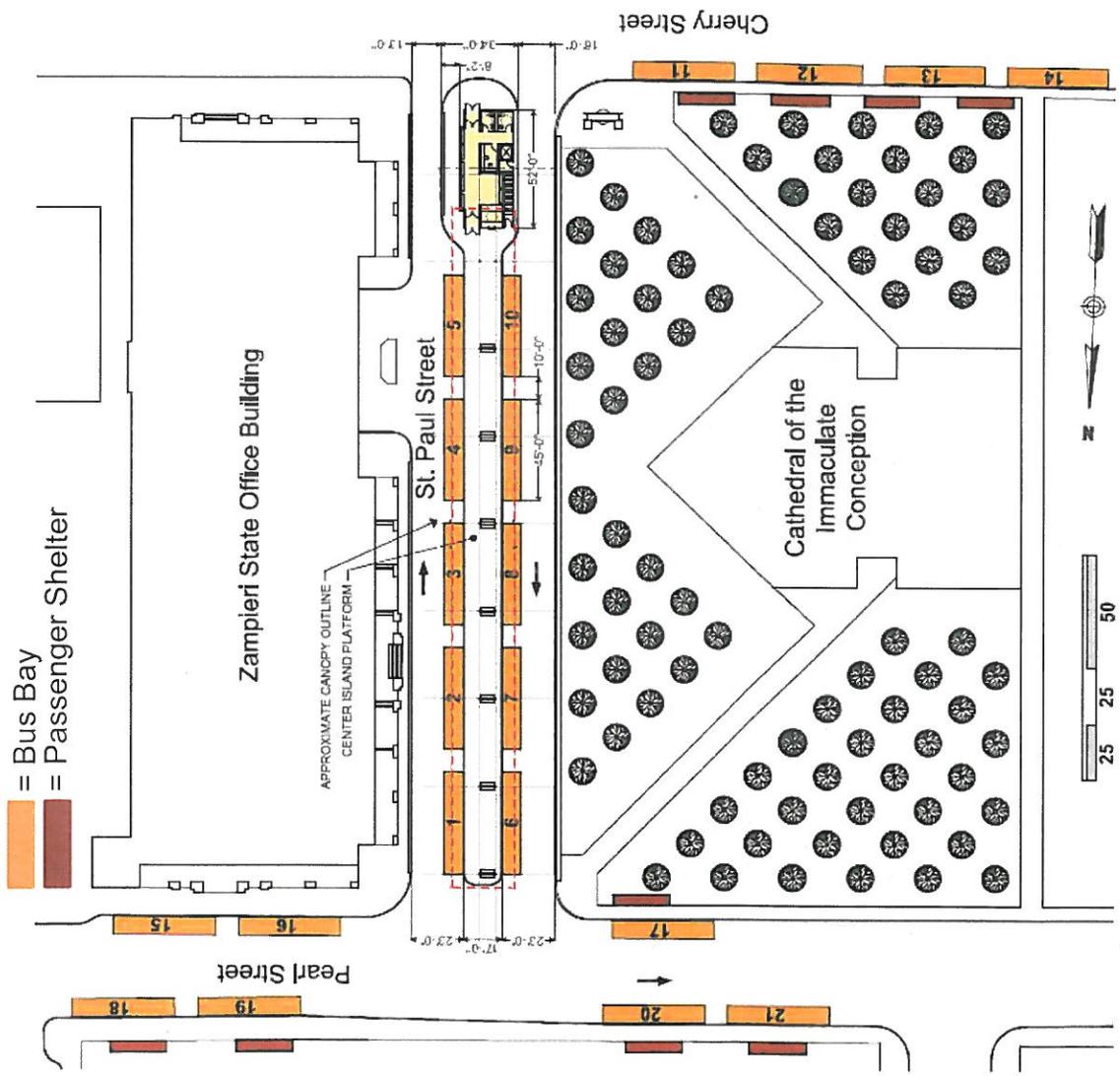
Nine Sites Identified for Secondary Analysis

- Site A: 63 Pearl Street (DET Building)
- Site B: St. Paul Street between Cherry Street and Pearl Street
- Site C: Cherry Street at Church Street
- Site D: 151 St. Paul Street (Behind TD Bank North)
- Site E: 85 Pearl Street (former Doughboy's Restaurant Building)
- Site F: 20 Pine Street (Cathedral of the Immaculate Conception)
- Site G: 50 Cherry Street (Dept. of Corrections)
- Site H: 135 Pearl Street (Papa John's)
- Site I: Combination of 63 Pearl Street (DET) and 50 Cherry Street (Dept. of Corrections)

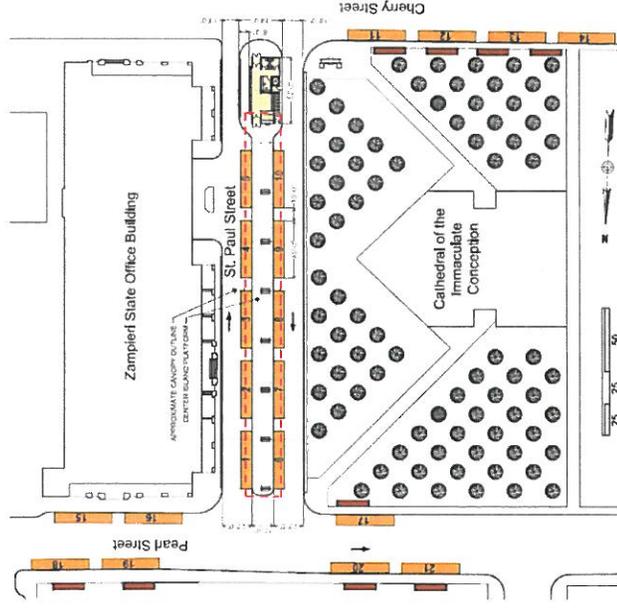


Site B: St. Paul Street between Cherry and Pearl identified as the preferred alternative.

Downtown Burlington Station – Site Plan

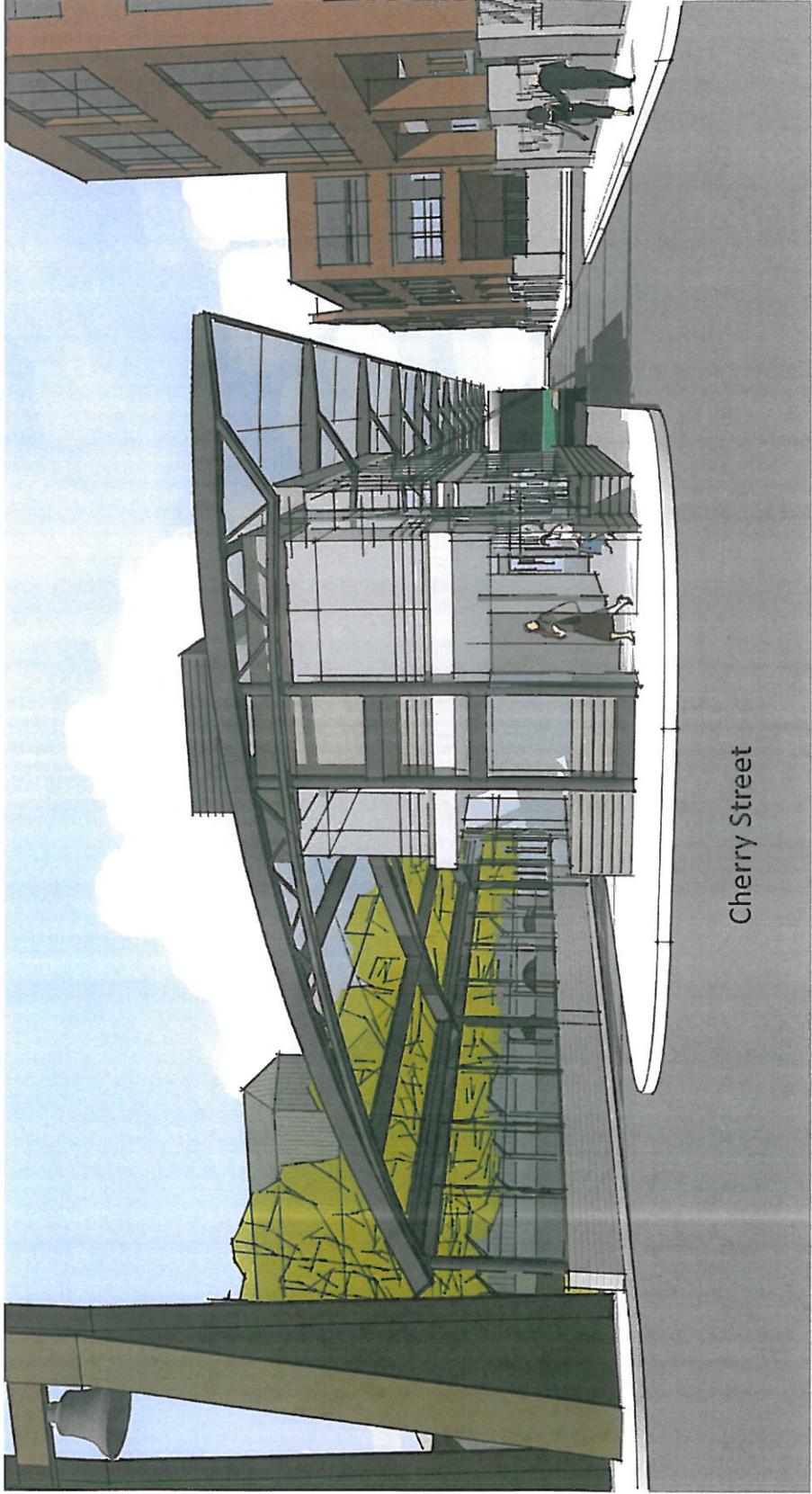


Downtown Burlington Station

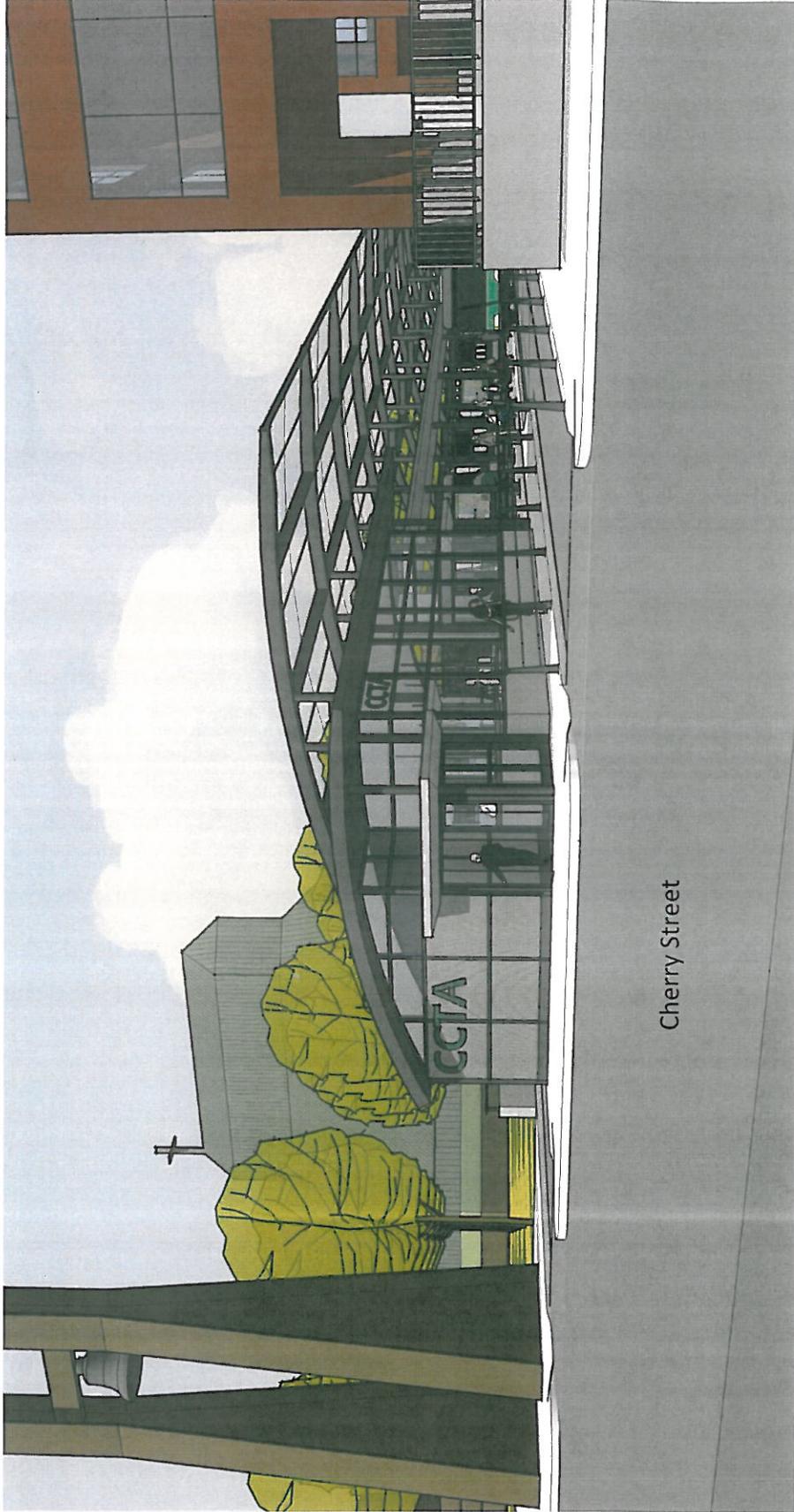


- Uses public space for a public purpose
- Does not remove property from current tax base
- Conveniently located to where customers want to be
- Eliminates buses crossing the Church Street Marketplace
- Provides Burlington with a “first-class” Transit Station
- Additional on-street bus bays are contiguous and convenient
- Essentially the scheme proposed by the City of Burlington in 2008
- Concept supported by local businesses, residents and City officials

Downtown Burlington Station – Original Design



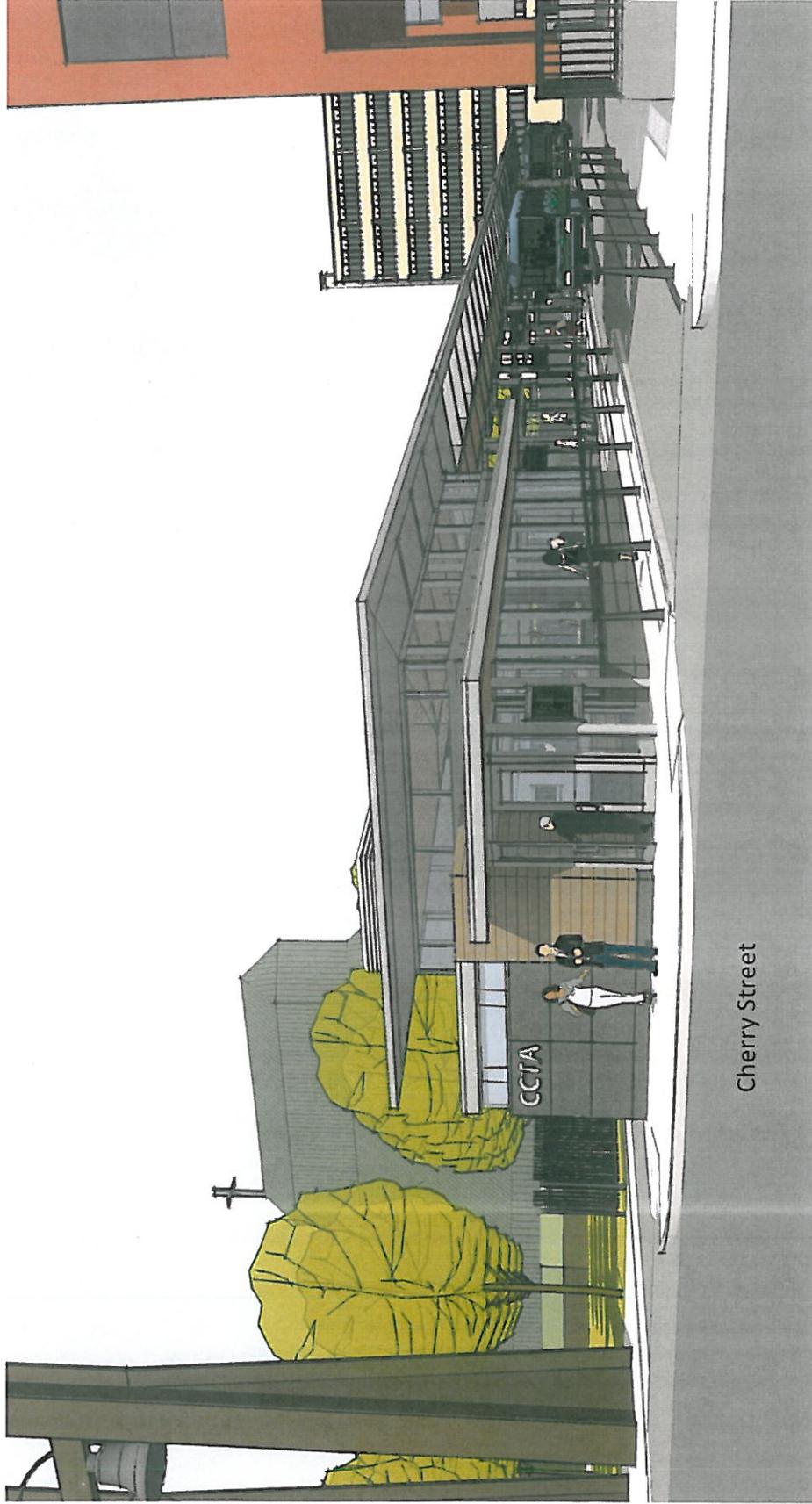
Downtown Burlington Station – Intermediate Design



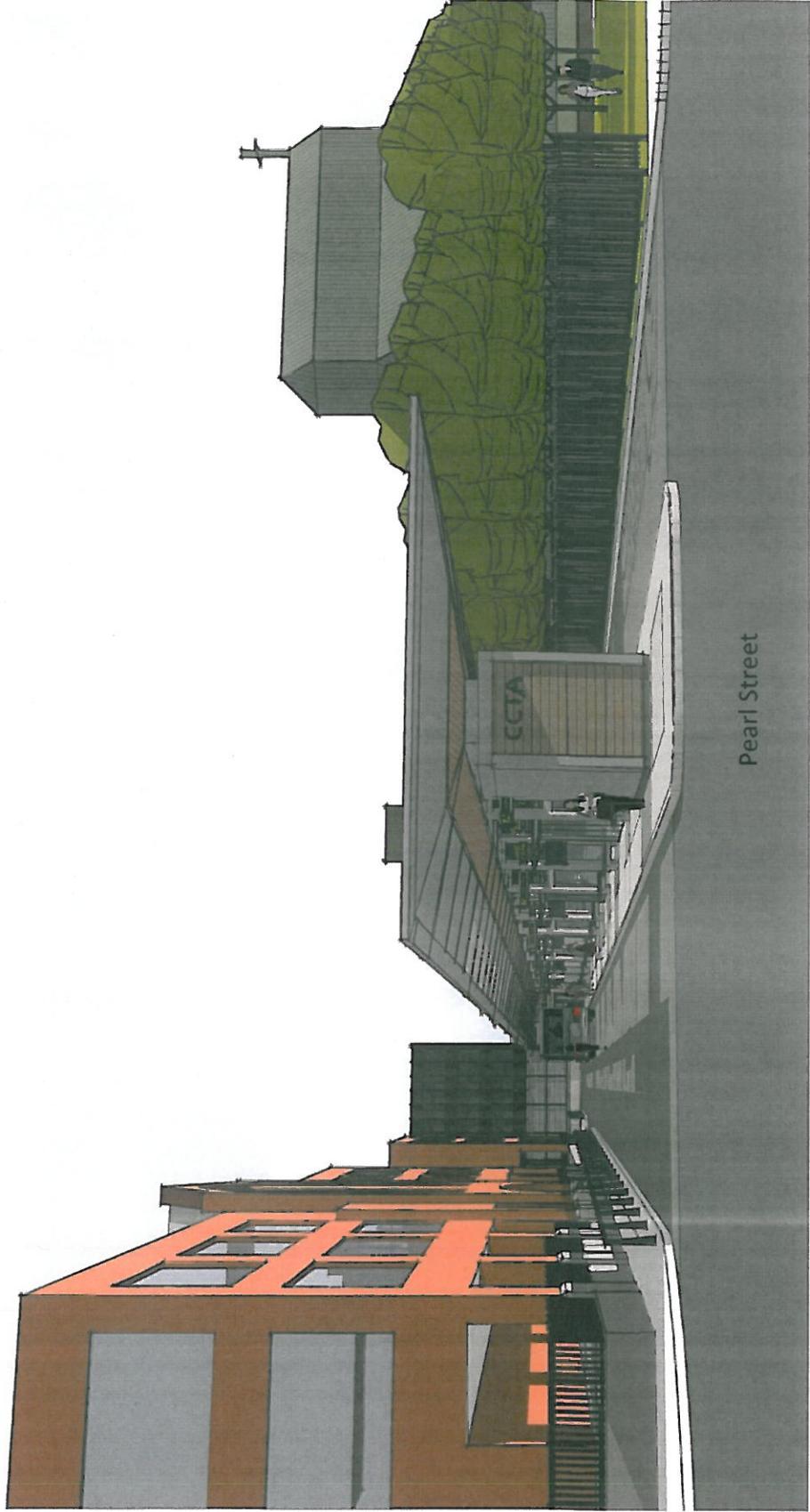
Downtown Burlington Station – Current Design



Downtown Burlington Station – Current Design



Downtown Burlington Station – Current Design



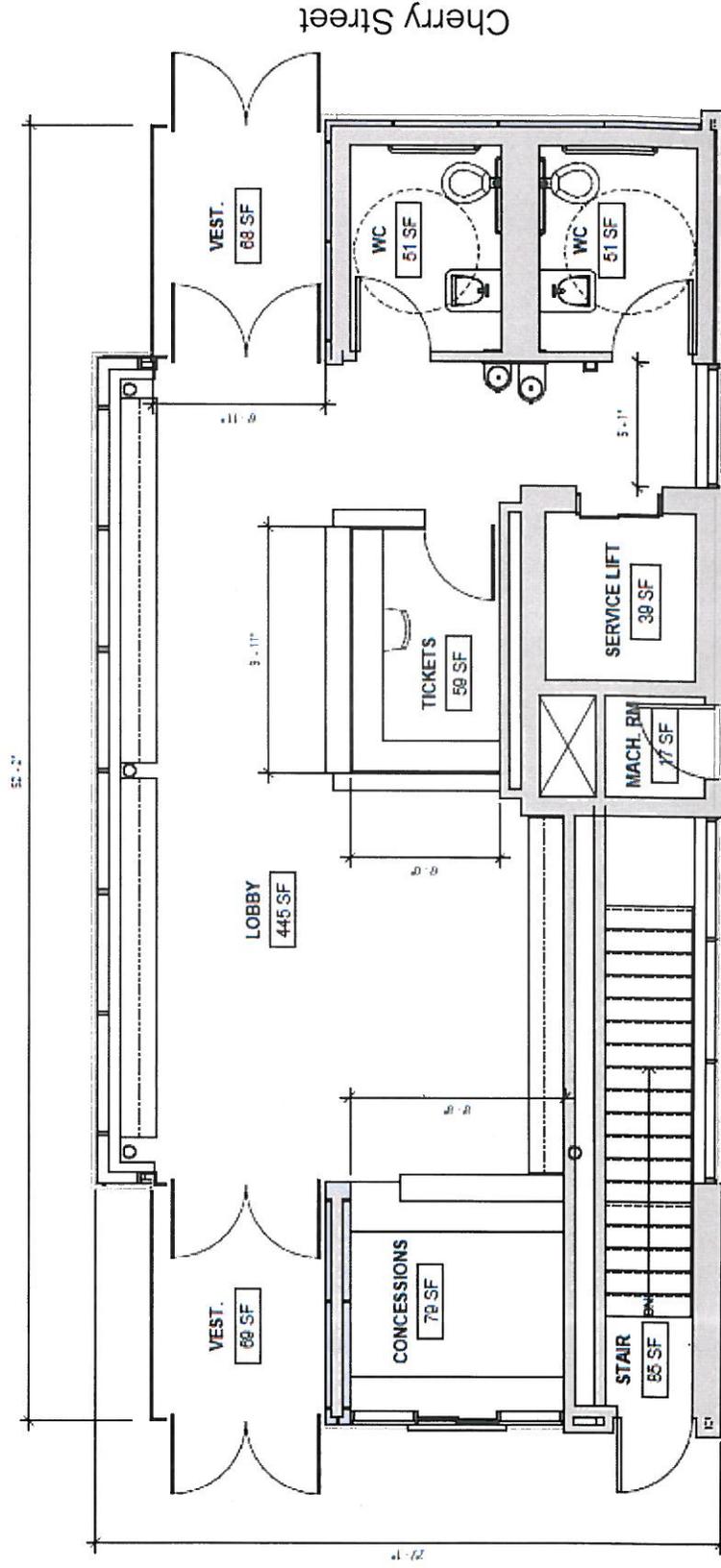
Downtown Burlington Station – Current Design



Downtown Burlington Station – Current Design



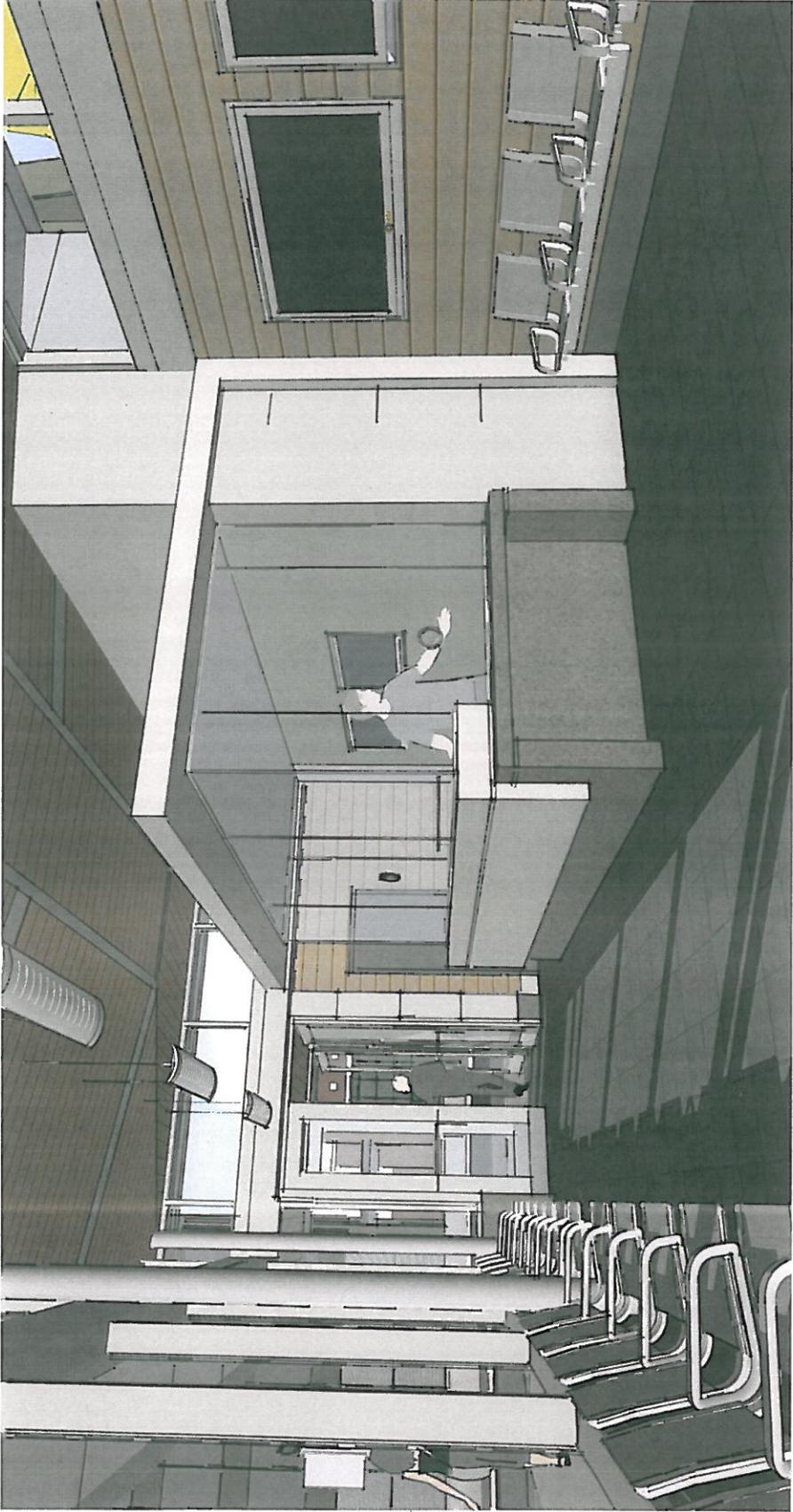
Downtown Burlington Station – Floor Plan



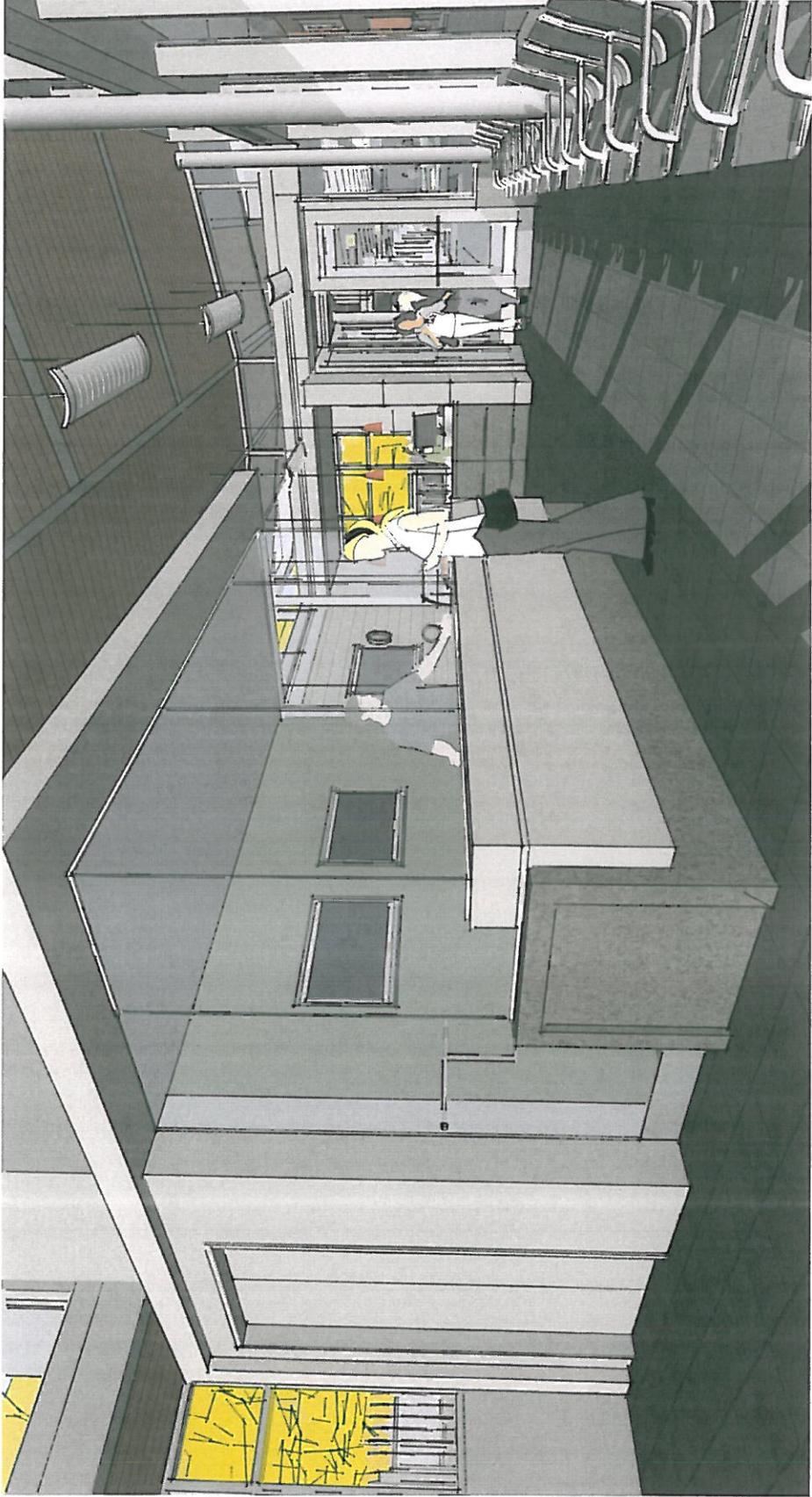
Cherry Street

Passenger Level

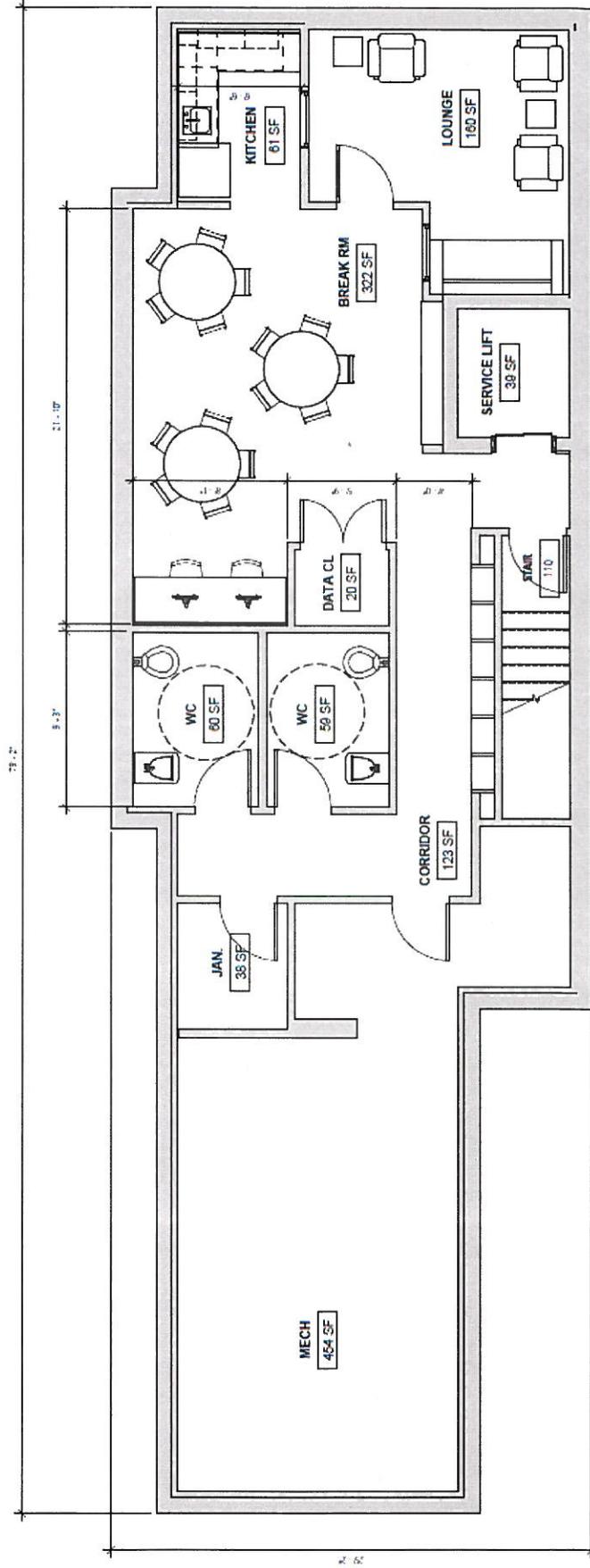
Downtown Burlington Station – Current Design



Downtown Burlington Station – Current Design

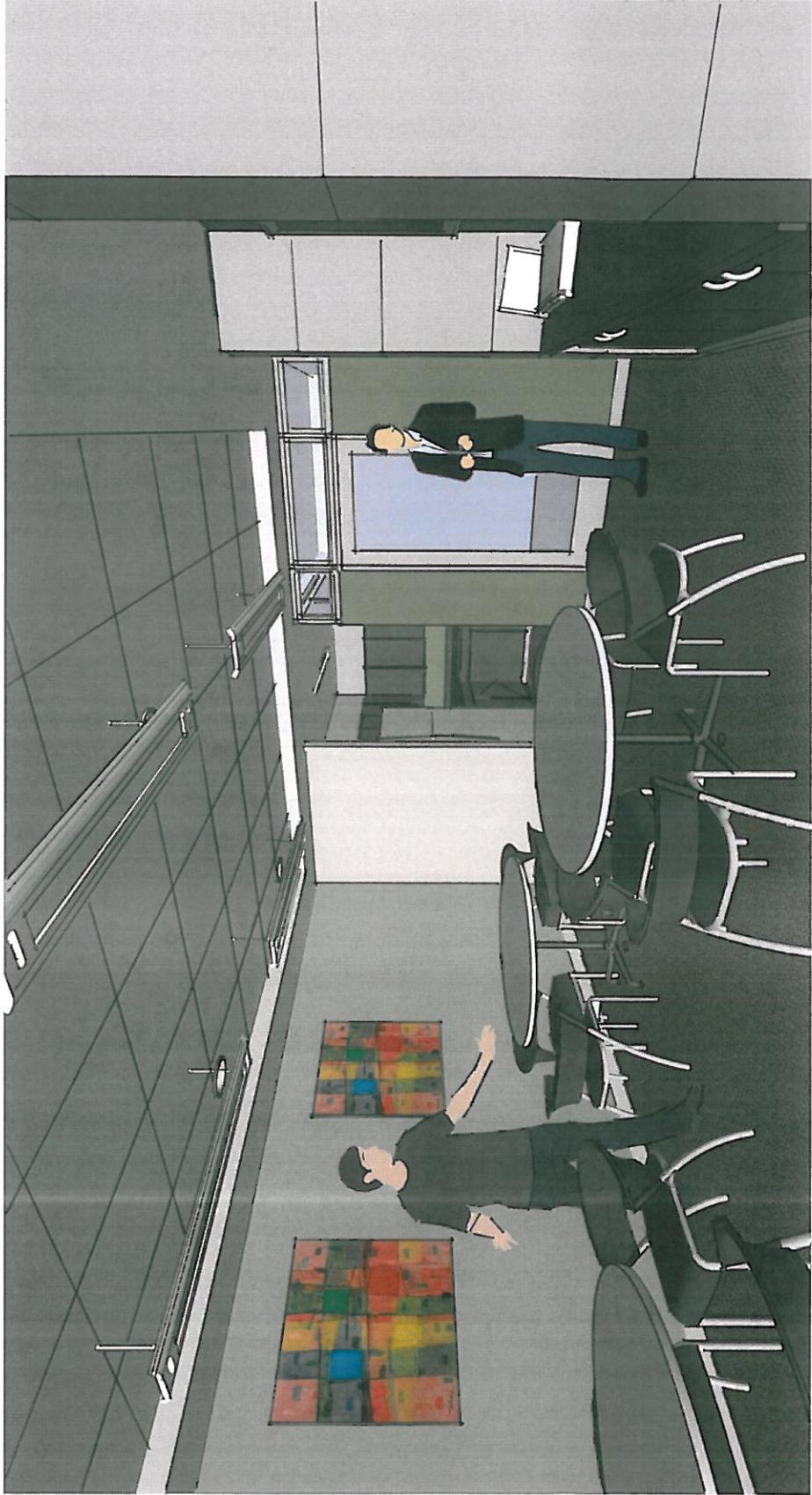


Downtown Burlington Station – Floor Plan

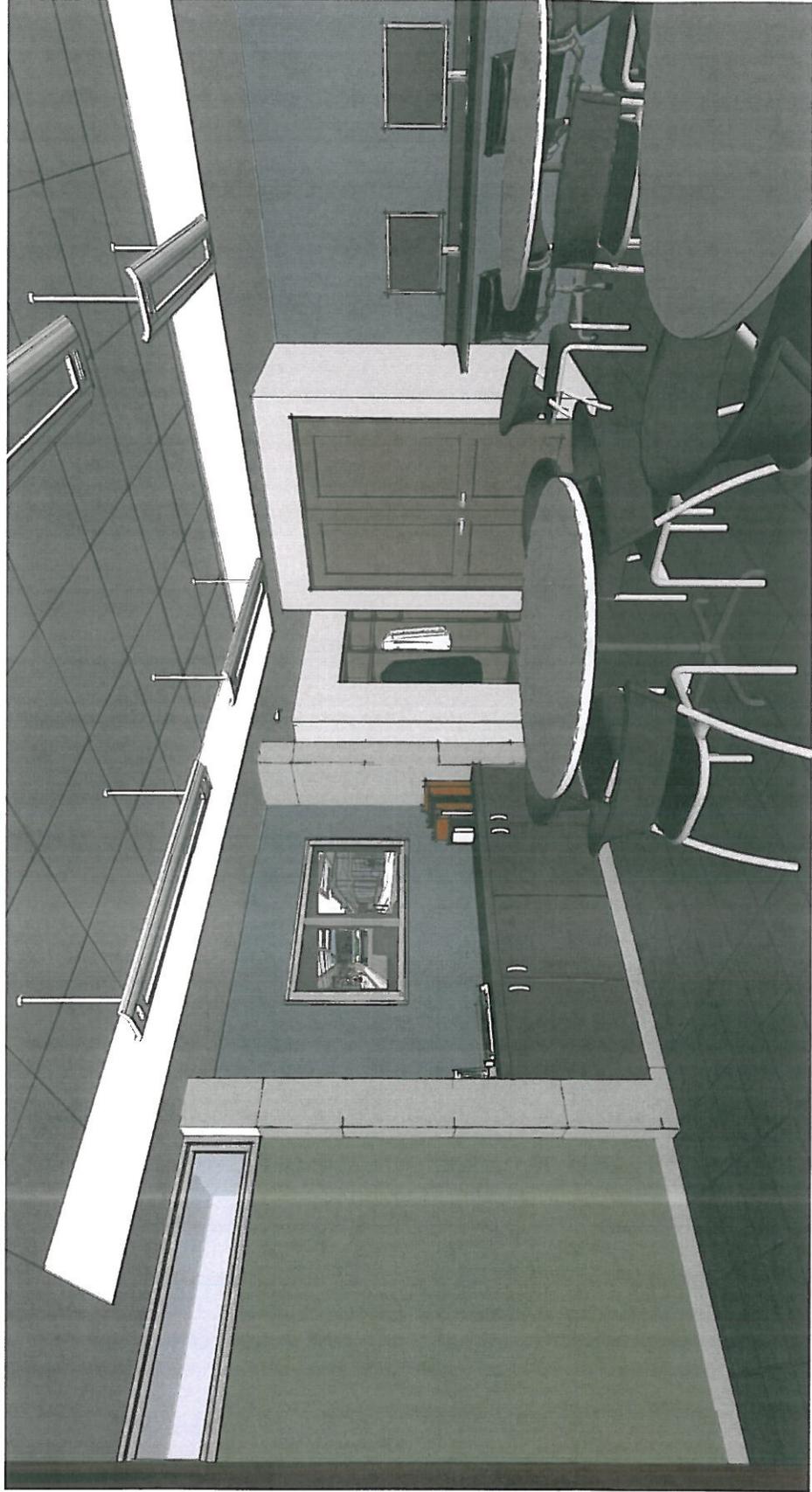


Employee Break Room

Downtown Burlington Station – Employee Break Room



Downtown Burlington Station – Employee Break Room



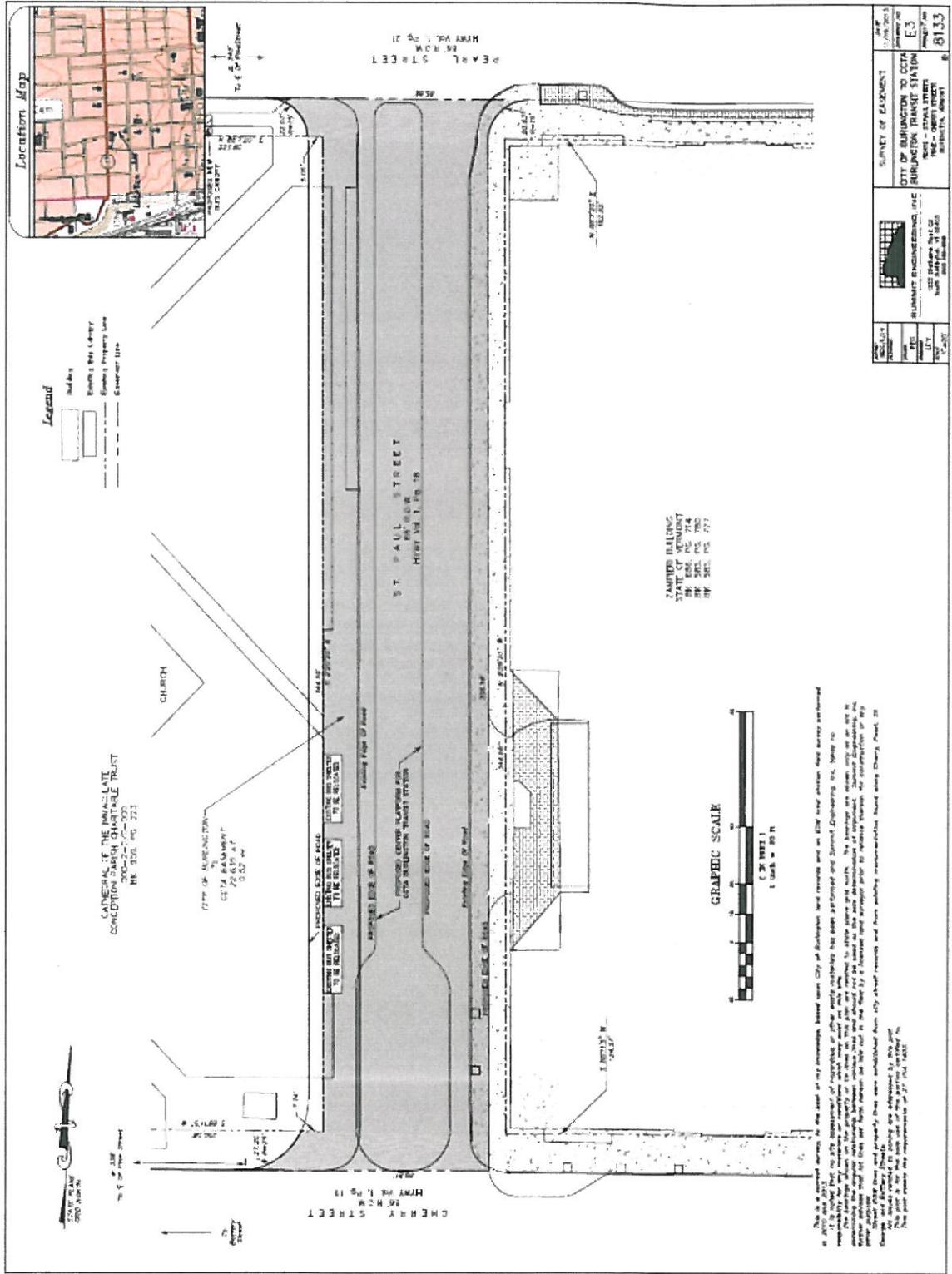
Current Overall Project Timeline

- Site Selection, Alternatives Analysis, and Concept Design - June 19, 2012 ✓
- National Environmental Policy Act (NEPA) Review - July 31, 2013 ✓
- Preliminary Engineering - Summer, 2013 ✓
- Utility Relocation Plan - December, 2013
- Land/ROW Agreements Completed - January, 2014
- Final Design - March, 2014
 - Final design completed and all contract/construction documents prepared
- Construction
 - Construction procurement commences – June, 2014
 - Construction contractor NTP –October, 2014
 - Construction complete – late Fall 2015

Elements of Easement Agreement

- Easement covers six roadway segments as shown on the next slides
 - ✓ St. Paul Street between Cherry and Pearl
 - ✓ North side of Pearl Street – east/west of St. Paul + 2 shelters
 - ✓ South side of Pearl Street – east/west of St. Paul + 1 shelter
 - ✓ North side of Cherry Street – west of St. Paul + 4 shelters
- St. Paul Street will become an exclusive “bus only” roadway
 - Cars entering and exiting the parking garage at the Zampieri State Office Building will also be permitted to use the southbound lane (lane closest to the Zampieri Building)
- Easement term is 99 years

Easement Area – St. Paul Street



This is an amended survey of the easement area for St. Paul Street, located in the City of Burlington, Maryland. The survey was conducted by the City of Burlington, Maryland, and the City Engineer, James D. [Name], on [Date]. The survey was conducted in accordance with the Maryland Surveying and Mapping Act, and the City of Burlington, Maryland, Surveying and Mapping Ordinance. The survey was conducted by the City of Burlington, Maryland, and the City Engineer, James D. [Name], on [Date]. The survey was conducted in accordance with the Maryland Surveying and Mapping Act, and the City of Burlington, Maryland, Surveying and Mapping Ordinance.

DATE	11/15/11
PROJECT	ST. PAUL STREET
CLIENT	CITY OF BURLINGTON
SCALE	1" = 20'
DRAWN BY	J. [Name]
CHECKED BY	[Name]
APPROVED BY	[Name]
TITLE	EASEMENT AREA
PROJECT NO.	11111
DATE	11/15/11
PROJECT	ST. PAUL STREET
CLIENT	CITY OF BURLINGTON
SCALE	1" = 20'
DRAWN BY	J. [Name]
CHECKED BY	[Name]
APPROVED BY	[Name]
TITLE	EASEMENT AREA
PROJECT NO.	11111
DATE	11/15/11

Thank you

EASEMENT FOR A TERM OF YEARS

KNOW ALL PERSONS BY THESE PRESENTS, that the **CITY OF BURLINGTON**, a Vermont municipality (the "Grantor"), in consideration of Ten and More Dollars paid to the Grantor's full satisfaction by **CHITTENDEN COUNTY TRANSPORTATION AUTHORITY**, a Vermont municipal corporation with its principal offices in Burlington, Vermont (the "Grantee"), by these presents does freely GIVE, GRANT, SELL, CONVEY, and CONFIRM to the Grantee, **CHITTENDEN COUNTY TRANSPORTATION AUTHORITY**, and its successors and assigns, the following easements (collectively, the "Easements") burdening certain lands in the City of Burlington, Chittenden County, Vermont, consisting of six roadway segments to be used in connection with the construction and operation of a public transit station (the "Transit Station"). The Easements are depicted on a set of plans consisting of three pages entitled, "Survey of Easement, City of Burlington to CCTA, Burlington Transit Station," prepared by Summit Engineering, Inc., dated November 13, 2013 (the "Easement Plan"), to be recorded in the City of Burlington land records (the "Land Records"), and are more particularly described as follows:

St. Paul Street (between Pearl Street and Cherry Street):

Being an exclusive easement and right of way over, under, and across St. Paul Street, beginning on the northerly end at the curb line on the southerly side of Pearl Street and terminating on the southerly end at the curb line on the northerly side of Cherry Street, and being depicted on page E3 of the Easement Plans as "CITY OF BURLINGTON TO CCTA EASEMENT, 22,635 S.F., 0.52 ac." ("Easement Area No. 1").

North side of Pearl Street east of St. Paul Street and westerly of Elmwood Avenue:

Being an exclusive easement and right of way running along and adjacent to the curb located along the northerly edge of Pearl Street and being depicted on page E5 of the Easement Plans as "EASEMENT FROM CITY OF BURLINGTON FOR BUS PARKING (1,263.63 s.f.)". Also including an exclusive easement and right of way for two (2) bus shelters depicted on page E5 of the Easement Plan as "EASEMENT FROM CITY OF BURLINGTON FOR PROPOSED NEW BUS CANOPIES (64.89 S.F. EACH)" (together "Easement Area No. 2").

North side of Pearl Street west of St. Paul Street and easterly of George Street:

Being an exclusive easement and right of way running along and adjacent to the curb located along the northerly edge of Pearl Street and depicted on page E5 of the Easement Plans as "EASEMENT FROM CITY OF BURLINGTON FOR BUS PARKING (1,235.11 s.f.)" ("Easement Area No. 3").

South side of Pearl Street east of St. Paul Street:

Being an exclusive easement and right of way running along and adjacent to the curb located along the southerly edge of Pearl Street depicted on page E5 of the Easement

Plans as “EASEMENT FROM CITY OF BURLINGTON FOR BUS PARKING (1,275.63 S.F.)” (“Easement Area No. 4”).

South side of Pearl Street west of St. Paul Street:

Being an exclusive easement and right of way running along and adjacent to the curb located along the southerly edge of Pearl Street and depicted on page E5 of the Easement Plans as “EASEMENT FROM CITY OF BURLINGTON FOR BUS PARKING (566.38 S.F.)”. Also including an exclusive easement and right of way for one (1) bus shelter to be located within the bounds of the right of way of Pearl Street southerly of and adjacent to the existing sidewalk located along the south side of Pearl Street and depicted on page E5 of the Easement Plans as “EASEMENT FROM CITY OF BURLINGTON FOR PROPOSED BUS CANOPY (188.37 S.F.)” (together, “Easement Area No. 5”).

North side of Cherry Street west of St. Paul Street and easterly of Pine St.:

Being an exclusive easement and right of way along and adjacent to the curb located along the northerly edge of Cherry Street and depicted on page E4 of the Easement Plans as “EASEMENT FROM CITY OF BURLINGTON FOR BUS PARKING, 2,066.0 S.F.”. Also including an exclusive easement and right of way for four (4) bus shelters to be located within the bounds of the right of way of Cherry Street northerly of and adjacent to the existing sidewalk located along the north side of Cherry Street and depicted on page E4 of the Easement Plans as “EASEMENT FROM THE CITY OF BURLINGTON FOR PROPOSED NEW BUS CANOPIES” (together, “Easement Area No. 6”).

(Easement Area No. 1, Easement Area No. 2, Easement Area No. 3, Easement Area No. 4, Easement Area No. 5, and Easement Area No. 6 are referred to collectively as the “Easement Areas”).

The lands burdened by the Easements (the “Burdened Property”) are (i) that portion of St. Paul Street as was laid out by the City of Burlington Road Commissioners by instrument dated June 16, 1813, and recorded in Highway Volume 1, Page 17 of the Land Records; (ii) that portion of Pearl Street as was laid out by the City of Burlington Road Commissioners by instrument recorded in Highway Volume 1, Page 21 of the Land Records; and (ii) that portion of Cherry Street as was laid out by the City of Burlington Road Commissioners by instrument recorded in Highway Volume 1, Page 19 of the Land Records.

The Easements may be used by the Grantee for the construction, operation, maintenance, repair, replacement, and removal, from time to time, of the Transit Station, the use of which will include the operation of bus and other public transit services and other uses related to the provision of public transit services, including services convenient for riders of public transit and typically provided at comparable facilities, such as an ATM and food service, as those uses may evolve over the term of the Easements.

The Easements shall run for a term of ninety-nine (99) years from the date of this Easement Deed, unless terminated earlier by written agreement of the Grantor and the Grantee. Upon termination of the Easements, the Grantee shall remove all improvements constructed within the Easement Areas and return the Easement Areas to their original conditions to the extent reasonably practicable. Upon termination of the Easements, at the request of the Grantor, the Grantee shall execute and deliver to the Grantor an instrument suitable for recording in the Land Records confirming the expiration or termination of the Easements.

The Easements shall include the right to construct, install, operate, maintain, repair, replace, and remove, from time to time, buildings, structures, pipes, lines, conduits and equipment for utility services, including, without limitation, sewage disposal, potable water, stormwater facilities, electricity, telephone and telecommunications, cable television, and gas services, sidewalks, roadways, landscaping, and other related improvements used for the Transit Station, including the right to use the Easement Areas for staging and material storage during any construction, repair, maintenance, replacement, or removal of improvements located within the Easement Areas.

Reference is hereby made to the instruments described above, the records thereof, and the references contained therein in further aid of this description.

The Easements shall run with the land for the stated term and burden the Burdened Property and shall bind the Grantor, and the Grantor's successors and assigns. The Easements may be used by the Grantee, and the Grantee's successors and assigns, and their respective employees, agents, contractors, tenants, licensees, and invitees. The Grantee shall incorporate the terms, conditions, and restrictions of this Easement Deed into any lease, license, or other agreement for the rental or use of all or any portion of the Easement Areas.

Obligations of Grantee; Construction. The Grantee shall comply with each of the following covenants in connection with the construction of any improvements within the Easement Areas.

a. The cost of any improvements constructed within the Easement Area shall be paid by Grantor, on behalf of the Grantee, pursuant to the terms and conditions of that certain grant provided to the Grantor under the Federal Transit Administration (the "FTA") Grant # VT-03-0031 (the "Grant") and that certain Memorandum of Understanding between the Grantor and the Grantee, dated December 17, 2008, as the same may have been amended from time to time (the "MOU"). The costs of any such improvements that exceed the amount of the Grant shall be the sole responsibility of the Grantee.

b. The Grantee shall be solely responsible for obtaining, at the Grantee's sole cost, any permits, licenses, or approvals from any governmental authority necessary for construction of any improvements, and any improvements constructed by the Grantee shall be constructed in compliance with any and all such permits, licenses, and approvals.

c. Any construction undertaken by the Grantee shall be diligently performed in a good and workmanlike manner. The Grantee shall promptly pay all suppliers of labor or materials for the improvements and promptly discharge any lien that may be filed against the Grantor or the Burdened Property in connection with the construction of the permitted improvements. The Grantee shall not permit any claim, lien, or other encumbrance arising from any construction or the Grantee's use of the Easement Areas to accrue against or attach to the Easement Areas or the interest of the Grantor in adjacent lands.

d. Promptly upon the completion of construction of the improvements, the Grantee shall cause the surface of the lands within the Easement Areas not covered by the improvements to be restored as nearly as practical to its prior condition.

e. Upon completion of construction, certain elements of the project, such as relocated portions of the public sewer system, storm water catch basins, and traffic signals, will become the property of and responsibility of the Grantor to maintain and operate. The Grantor retains the right to access these elements in coordination with the Grantee.

TO HAVE AND TO HOLD the Easements, with all the privileges and appurtenances thereto, to the Grantee, **CHITTENDEN COUNTY TRANSPORTATION AUTHORITY**, and its successors and assigns, to their own use and behoof throughout the term of the Easements.

The Grantor, **CITY OF BURLINGTON**, for itself and its successors and assigns, does covenant with the Grantee, and its successors and assigns, that until the ensembling of these presents, the Grantor is the sole owner of the Easement Areas, and has good right and title to convey the Easements in the manner described in this Deed, and that the Easement Areas are **FREE FROM EVERY ENCUMBRANCE**, except as stated in this Deed; and the Grantor hereby engages to **WARRANT AND DEFEND** the same against all lawful claims whatever, except as stated in this Deed.

IN WITNESS WHEREOF, the Grantor has executed this instrument this ____ day of _____, 2013.

City of Burlington

By: _____
Miro Weinberger, Mayor

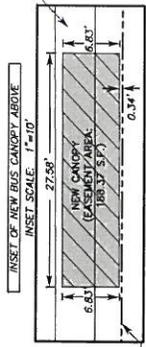
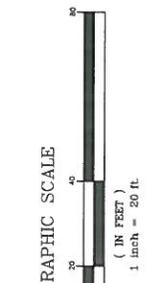
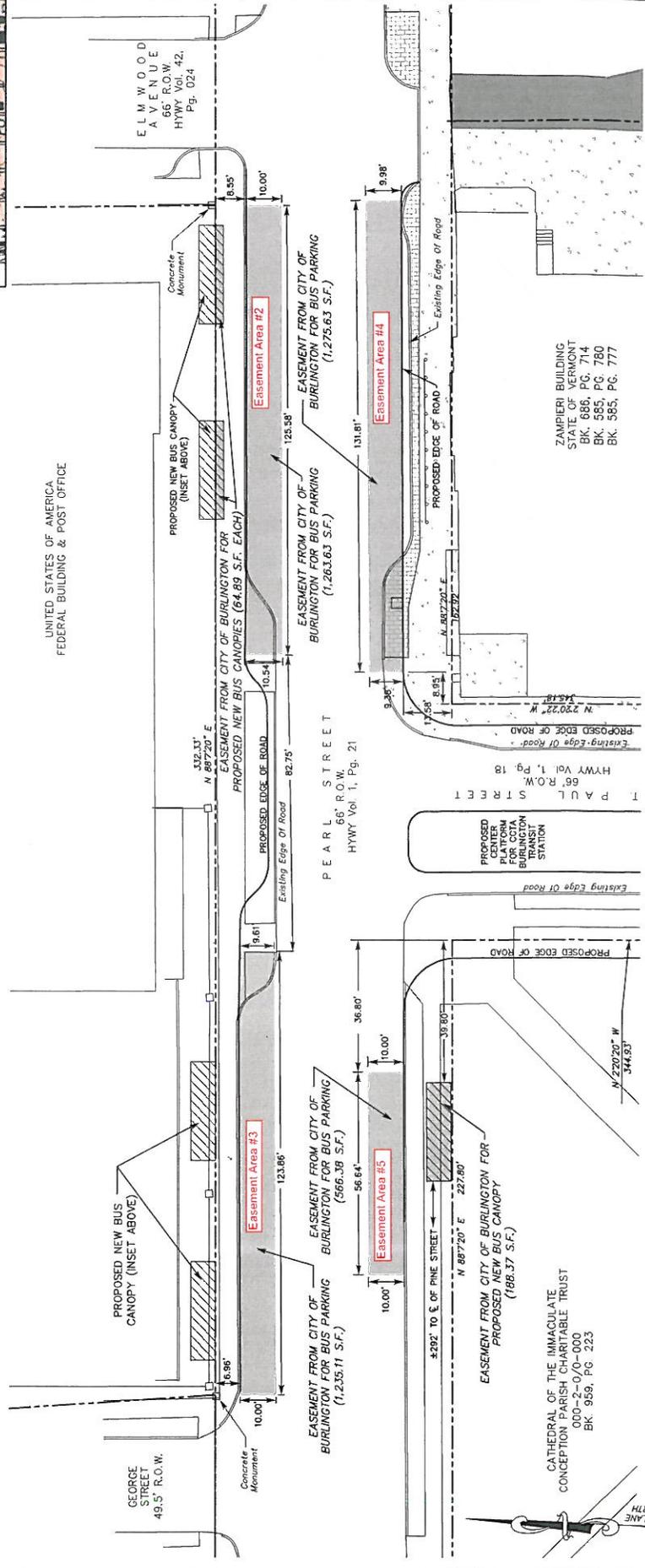
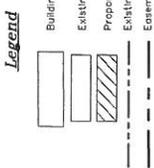
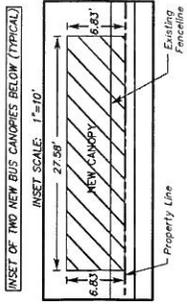
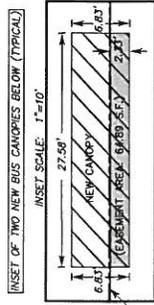
STATE OF VERMONT
COUNTY OF CHITTENDEN SS.

On this ____ day of _____, 2013, personally appeared Miro Weinberger, Mayor and duly authorized agent for the City of Burlington, to me known to be the

person who executed this Easement Deed, and he acknowledged this instrument, by him signed, to be his free act and deed, individually and as duly authorized agent for the City of Burlington.

Before me: _____
Notary Public
My Commission Expires: 2/10/2015

Location Map



This is a correct survey, to the best of my knowledge, based upon City of Burlington land records and an EDM total station field survey performed in 2010 and 2011. It is noted that no site assessment of hazardous or other waste materials has been performed and Summit Engineering, Inc. takes no responsibility for any materials or conditions which may exist on this site.

The bearings shown on the property or the lines on this plan are related to state plane grid north. The bearings are shown only as an aid in determining the angular relationships between the lines shown. The bearings are not to be used for any other purpose.

Street, ROW lines and property lines were established from city street records and from existing monumentation found along Cherry, Pearl, St. George, and Bedford.

No issues related to zoning are addressed by this plan.

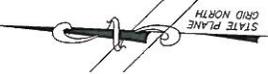
This plan is for the sole use of the parties certified to.

This plan meets the requirements of 27 VSA 1403.

DATE	11/19/2013
DRAWING NO.	E5
PROJECT NO.	8133
SURVEY OF EASEMENT	
CITY OF BURLINGTON TO CCTA	
BURLINGTON TRANSIT STATION	
PEARL STREET	
BURLINGTON, VERMONT	
SUMMIT ENGINEERING, INC. Engineers • Surveyors • Planners • Computer-Aided Design	
1335 Suburban Road, #2 South Burlington, VT 05493 (802) 585-3300	
SCALE	1"=20'
DESIGNED BY	REC
CHECKED BY	DT
DATE	11/19/2013

ZAMPIERI BUILDING
STATE OF VERMONT
BK. 686, PG. 714
BK. 585, PG. 780
BK. 585, PG. 777

CATHEDRAL OF THE IMMACULATE
CONCEPTION PARISH CHARITABLE TRUST
000-2-0/0-000
BK. 959, PG. 223



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AUTHORIZATION TO GRANT AN EASEMENT TO THE CHITTENDEN COUNTY
TRANSPORTATION AUTHORITY (CCTA) FOR THE DEVELOPMENT OF A NEW TRANSIT
CENTER ON ST. PAUL STREET WITH ADDITIONAL BUS BERTHS AND PASSENGER
SHELTERS LOCATED ON PEARL STREET AND CHERRY STREET.

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

That WHEREAS, THE CHITTENDEN COUNTY TRANSPORTATION AUTHORITY of
Burlington, Vermont (hereinafter CCTA) provides essential public transportation services within the
City of Burlington and elsewhere in Chittenden with its main hub in downtown Burlington; and

WHEREAS, CCTA is developing a new Transit Center in downtown Burlington for the public
benefit; and

WHEREAS, CCTA has completed an exhaustive, federally funded site selection process,
which determined that the block of St. Paul Street between Cherry Street and Pearl Street and adjacent
areas is the most viable location for this Transit Center; and

WHEREAS, CCTA has completed all requirements necessary to access federal funding for a
Transit Center initially provided to the City of Burlington under grant VT-03-0031, but transferred to
CCTA by MOU dated December 17, 2008; and

WHEREAS, CCTA has conducted extensive discussions with various stakeholders, including
multiple meetings with TEUC, the Public Works Commission and the Planning Commission, all of
which gave their conceptual approval to the Transit Center and its location on and adjacent to St. Paul
Street; and

WHEREAS, the City of Burlington has supported the development of a new Transit Center,
through its public documents, including the City Transportation Plan, the City of Burlington Municipal
Development Plan, the Legacy Project Plan, the Waterfront Revitalization Plan, the Climate Action
Plan and through various studies; and

1 AUTHORIZATION TO ENTER INTO AN EASEMENT
2 AGREEMENT WITH CCTA FOR THE USE OF ST. PAUL
3 STREET AND ADJACENT ARAS FOR THE
4 CONSTRUCTION OF A TRANSIT CENTER IN
5 DOWNTOWN BURLINGTON
6

7 WHEREAS, the Federal Transit Administration (FTA), which is funding the Transit Center,
8 requires that the site for the Transit Center be secured for that purpose for an extended period of time;
9 and

10 WHEREAS, the Charter of the City of Burlington, Sec. 3-48(49), and the Code of Ordinances,
11 Sec. 27-32(A), require authorization by the City Council for such use of a public thoroughfare for
12 periods in excess of thirty (30) days;)

13 NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes CCTA to
14 construct and maintain a Transit Center on St. Paul Street and in adjacent areas along Pearl Street and
15 Cherry Street, as is indicated in and pursuant to the proposed Easement Deed in substantially the form
16 attached hereto; and

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21 BE IT FURTHER RESOLVED that Mayor Miro Weinberger be and hereby is authorized to
22 execute and deliver an Easement Agreement, in substantially the form attached, on behalf of the City
23 of Burlington for a term commencing on the date of execution of the Easement Agreement and
24 running for a term of 99 years.

CITY OF BURLINGTON

ORDINANCE _____
Sponsor: Code Enforcement,
Councilors Bushor, Knodell
Public Hearing Dates _____

First reading: _____
Referred to: _____
Rules suspended and placed in all
stages of passage: _____
Second reading: _____
Action: _____
Date: _____
Signed by Mayor: _____
Published: _____
Effective: _____

In the Year Two Thousand _____
Thirteen

An Ordinance in Relation to

HOUSING--
Fees

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

That Chapter 18, Housing, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 18-30, thereof to read as follows:

§ 18-30. Fees.

(a) *Registration fee.* Pursuant to section 18-15, a registration fee shall be charged to the owner of every rental unit in the city that is subject to periodic inspections. This fee shall be in an amount determined by and dedicated solely to the cost of providing rental housing inspection services, clerical, administrative and mediation support services for the housing board of review and landlord/tenant resource services. Any surplus remaining in this fund at the end of a fiscal year shall remain part of the fund and shall be carried forward to the next fiscal year. This fee shall be reviewed annually by the finance board. The fee shall be in the amount of ~~seventy-five~~ one hundred dollars (\$~~75.00~~100.00) per unit per year except for owner occupied dwellings with two or less units, in which case the fee shall be ~~fifty~~ seventy-five dollars (\$~~50.00~~75.00).

Balance of section as written.

* Material stricken out deleted.

** Material underlined added.



CODE ENFORCEMENT OFFICE

645A Pine St, PO Box 849
Burlington, VT 05402-0849
VOICE (802) 863-0442
FAX: (802) 652-4221

To: City Council
From: Bill Ward *BW*
Date: 12-3-13
Subject: Amendment to Chapter 18

Requested Council Action:

Vote to support the attached ordinance change which parallels the approved FY 14 budget.

Background

Chapter 18 of Burlington City ordinance requires that owners of rental properties in Burlington annually register each rental unit and pay a registration fee. The fee is charged in the amount of seventy-five dollars per unit and fifty dollars for owner occupied dwellings with two or less units. The proposed ordinance increases that fee to one hundred dollars per rental unit and seventy five dollars for owner occupied dwellings with two or less units. This proposal was adopted as incorporated in the FY 14 Budget which stated the proposed increase. The resolution changes the language of Chapter 18 to match the approved FY 14 Budget amount.

Factors considered for supporting increase

- The rental registration fee has not increased in 10 years.
- The Code Enforcement budget expenses have increased by \$260,928 in 10 years. In FY 2005 the budgeted expenses were \$758,085 and they have increased to \$1,019,013 in FY 2014.
- According to Allen & Brooks, the average annual rent inflation from 2000-2011 was:
 - 1 BR: 2.9% or 36% over that 11 year period
 - 2 BR: 3.1% or 39% over the 11 year period
 - 3 BR: 4.7% or 65% over the 11 year period
- The fee increase of \$25 annually represents about \$2 per unit per month.

Prior public notice

The notice of this increase was included in the Code Enforcement FY 14 Budget presentation broadcast on Channel 17 on April 22, 2013 which aired 3 times in the month of May 2013.

The City Council voted on and approved the Code Enforcement FY 14 recommended budget as part of the overall Burlington Budget on June 24, 2013.

1
2 **Resolution Relating to**
3

RESOLUTION
Sponsor(s): Councilor Shannon

4
5 APPROVING THE ISSUANCE AND SALE OF
6 WASTEWATER REVENUE REFUNDING
7 BOND ANTICIPATION NOTES, SERIES 2013

Introduced: _____

Referred to: _____

Action: _____

Date: _____

Signed by Mayor: _____

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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, Section 64b(c) and Section 507 of the Burlington City Charter (the “Charter”)
18 authorizes and empowers the City of Burlington (the “City”) to issue bonds for the purpose of financing
19 the costs of any improvement to the Wastewater System of the City (the “Wastewater System”); and

20 WHEREAS, at the Special City Meeting of the City, held June 21, 1988, the voters approved a
21 \$13 million grant and a \$26 million loan from the State of Vermont and authorized the issuance of
22 Revenue Bonds, in an amount not to exceed \$26,000,000 to repay such loan, in order to finance and carry
23 out certain capital improvements to the Wastewater System, including a Lake Champlain pollution
24 abatement project (the “Project”); and

25 WHEREAS, pursuant to such vote, and the City Charter, the City adopted a General Bond
26 Resolution for the Wastewater System, dated December 6, 1990 (as supplemented, the “General Bond
27 Resolution”); and

28 WHEREAS, the City issued two Series of Wastewater System Revenue Bonds under the General
29 Bond Resolution, consisting of the 1990 Series 1 Bonds, in the original principal amount of \$5,378,105
30 (the “1990 Series Bonds”) and the 1992 Series 1 Bonds in the original principal amount of \$15,449,196,
31 and subsequently increased to \$19,403,807 (the “1992 Series Bonds”); and

32 WHEREAS, \$14,570,620 of the loan is unpaid and outstanding, with \$14,570,620 of 1992 Series
33 Bonds outstanding (the “Prior Bonds”); and

34 WHEREAS, the City intends to refinance such bonds by the issuance of long term bonds under the
35 General Bond Resolution to the Vermont Municipal Bond Bank (the “Wastewater System Refunding
36 Revenue Bonds”); and

37 WHEREAS, prior to such issuance of the Refunding Bonds, the City intends to borrow, on a short
38 term basis, funds to pay the Prior Bonds, on or before maturity, in anticipation of the issuance of the
39 Wastewater System Refunding Revenue Bonds; and

APPROVING THE ISSUANCE AND SALE OF
WASTEWATER REVENUE REFUNDING
BOND ANTICIPATION NOTES, SERIES 2013

Resolution Relating to

WHEREAS, Section 64b and Section 508 of the City Charter give authority to the City Council to issue refunding bonds and to issue temporary notes in anticipation thereof;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. Bond Anticipation Notes: The City Council hereby determines that wastewater revenue bond anticipation notes, Series 2013 (the “Notes”) shall be issued in an amount not to exceed Fifteen Million Dollars (\$15,000,000) to provide for: (a) refunding of, or payment at maturity for, the Prior Bonds; (b) funding a portion of the interest to come due on the Notes; and (c) paying a portion of the costs of issuance of the Notes.

2. Repayment: The Notes shall be payable from (a) proceeds to be derived from the issuance and sale of Wastewater System Refunding Revenue Bonds to be issued under the Bond Resolution (as defined below), (b) the issuance of bond anticipation notes for renewal or refunding of the Notes, as described herein, and (c) a pledge and lien in revenues of the Wastewater system, subordinate to the pledge under the Bond Resolution, and (d) the portion of the proceeds of the Notes held in any reserve fund held for the Notes. In no event shall the Notes be a general obligation of the City or a charge against the City’s general credit or taxing power.

If, prior to the issuance of the Wastewater System Refunding Revenue Bonds, it becomes necessary to redeem any outstanding Notes at their stated maturity, the City Council hereby determines and authorizes the issuance of additional bond anticipation notes to redeem the outstanding notes pursuant to Section 64b(g) of the Charter on such terms and at such interest rate as may be approved by the City’s Board of Finance.

3. Form of Notes; Sale of Notes: The final terms and conditions of the Notes, including interest payment dates, final maturity, payment schedule, and such other requirements as may be necessary, are to be determined by the City’s Chief Administrative Officer. The interest rate on the Notes shall be a variable rate of interest and the maturity shall be not later than March 1, 2014. It is expected that the Notes are to be issued and sold to KeyBank National Association (“Purchaser”).

4. Enforcement of Remedies: Upon the happening and continuance of any event of default in the Notes, the holders of not less than twenty-five percent (25%) in aggregate principal amount of the Notes then outstanding may proceed, subject to the priority of the Bond Resolution and the limitations

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Resolution Relating to

APPROVING THE ISSUANCE AND SALE OF
WASTEWATER REVENUE REFUNDING
BOND ANTICIPATION NOTES, SERIES 2013

contained herein with respect to the subordinate interest of the Notes and application of collateral pledged under such Bond Resolution, to protect and enforce its rights and the rights of the holders under the laws of the State of Vermont by such suits, actions or special proceedings in equity or at law (including by mandamus action), or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy.

5. Redemption of Notes. The Notes shall be subject to optional redemption at the election of the City on any date, at a redemption price of 100% of the principal amount thereof, together with accrued interest to the date of redemption.

6. Loan Agreement; Additional Authorizations. The Mayor and Chief Administrative Officer are, and each one of them is, hereby authorized to execute a loan agreement with the Purchaser, with such terms and conditions as they deem necessary and in the City's best interest. The Mayor and the Chief Administrative Officer are, and each one of them is, hereby authorized to execute and deliver certificates as to use of proceeds, and to execute and deliver all other documents and instruments necessary or convenient in connection with the issuance of the Notes, refunding of the Prior Bonds, and payment of expenses for issuance of the Notes.

7. Additional Covenants. The City covenants and agrees with the holders of the Notes that it shall not issue any bonds under the Bond Resolution that would have a prior or parity lien or claim on Wastewater System revenues senior to the Notes unless the Notes are paid in full or will be paid in full from the proceeds of such additional revenue bonds.

AND, BE IT FURTHER RESOLVED that the City Council determines that Wastewater System Revenue Refunding Bonds shall be issued in an amount sufficient to fully redeem the Notes at or prior to maturity, such Wastewater System Revenue Refunding Bonds to be issued subject to the terms and conditions of the Bond Resolution.

AND, BE IT FURTHER RESOLVED that the authority granted to the Chief Administrative Officer hereunder may be performed by the Assistant Chief Administrative Officer of the City upon designation by the Chief Administrative Officer.

This Resolution shall take effect upon passage.

CITY OF BURLINGTON, VERMONT

City Council

SUPPLEMENTAL RESOLUTION NO. 4

Be it Resolved by the City Council of the City of Burlington, Vermont (the "City") as follows:

Section 1
Authorization

The City Council of the City of Burlington (the "City Council") hereby authorizes the issuance of revenue refunding bonds in a principal amount not to exceed \$15,500,000 to provide for (i) the refinancing of various improvements to the City's wastewater treatment and collection system (the "Wastewater System") and (ii) payment of the costs of issuance of such revenue refunding bonds. The City Council deems the issuance of revenue bonds as hereby authorized to be in the public interest.

At the Special City Meeting of the City, held June 21, 1988, the voters of the City approved a \$13 million grant and a \$26 million loan from the State of Vermont and authorized the issuance of Revenue Bonds, in an amount not to exceed \$26,000,000 to repay such loan, in order to finance and carry out certain capital improvements to the Wastewater System, including a Lake Champlain pollution abatement project (the "Project");

Pursuant to such vote, and the City Charter, the City adopted a General Bond Resolution dated December 6, 1990 (as amended and supplemented, the "General Bond Resolution").

The City issued two Series of Wastewater System Revenue Bonds under the General Bond Resolution, consisting of the 1990 Series 1 Bonds, in the original principal amount of \$5,378,105 (the "1990 Series Bonds") and the 1992 Series 1 Bonds in the original principal amount of \$15,449,196, and subsequently increased to \$19,403,807 (the "1992 Series Bonds");

The 1992 Series Bonds were issued to the Vermont Municipal Bond Bank (the "Bond Bank") as authorized to make Clean Water State Revolving Fund loans on behalf of the State.

1992 Series Bonds in the principal amount of \$14,570,620 are presently outstanding (the "Prior Bonds").

The City will issue its Refunding Bond Anticipation Notes to pay, at or prior to maturity, the Prior Bonds (the "Refunding Bond Anticipation Notes") with the expectation that such Refunding Bond Anticipation Notes will be refunded through the issuance of an Additional Series of Bonds under the General Bond Resolution. Such Refunding Bond Anticipation Notes, in an amount not to exceed \$15,000,000, are hereby approved.

The Series 2014 Bonds (the "Series 2014 Bonds") are to be issued pursuant to this Supplemental Resolution, to provide for the current refunding and payment, in full, of the Refunding Bond Anticipation Notes and the refinancing of the Prior Bonds. It is estimated that

the Series 2014 Bonds will be payable, by serial maturities or sinking fund installments or a combination of both, in the years 2014-2033, both dates being approximate.

By further resolution at the time of and in connection with the sale of the Series 2014 Bonds, the City's Chief Administrative Officer shall award the Series 2014 Bonds to the Vermont Municipal Bond Bank and shall complete this supplemental resolution by insertion of the dates, maturities, principal amounts, interest rates, interest payment dates, principal payment dates, redemption provisions, the amounts of proceeds of the Series 2014 Bonds and Revenues to be deposited in the Debt Service Reserve Fund, if any, and the Contingency Reserve Fund, if any, the inclusion of provisions for bond insurance, and any other terms and provisions that do not materially alter the substance of the transaction authorized hereby, all of which are to be determined in the discretion of the City's Chief Administrative Officer; provided, however, that if the average interest cost rate on the Series 2014 Bonds, as determined by the Vermont Municipal Bond Bank, is to exceed 5%, the award of the Series 2014 Bonds shall be subject to the approval of the City's Board of Finance.

Section 2
Definitions

Unless the context clearly indicates some other meaning, the terms used in this Supplemental Resolution that are defined in the General Bond Resolution, have the same meaning in this Supplemental Resolution as in the General Bond Resolution. The General Bond Resolution as amended or supplemented from time to time by Supplemental Resolutions is hereinafter referred to as the "Resolution."

Section 3
Authorization of Series 2014 Bonds

There is hereby authorized to be issued a Series of Bonds designated "Wastewater System Revenue Refunding Bonds, Series 2014" in the total principal amount of \$_____. The Series 2014 Bonds shall be issued to (i) refund, and pay, in full, the Refunding Bond Anticipation Notes, and (ii) pay the costs of issuance of the Series 2014 Bonds. The Series 2014 Bonds shall bear interest at the rates per annum and shall mature on _____ in each of the years and in the principal amounts as shown below:

<u>Maturity Date</u>	<u>Amount</u>	<u>Interest Rate</u>
[2014	\$	%
2015		
2016		
2017		
2018		
2019		
2020		
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The Series 2014 Bonds shall be issued only as fully-registered bonds in minimum denominations of \$5,000 and in any whole multiple thereof. The Series 2014 Bonds shall be dated the date of issuance, and shall be numbered in numerical order from R-1 upwards in chronological order as issued. If issued to the Vermont Municipal Bond Bank, the Series 2014 Bonds may be issued as a single bond, dated the date of issuance, and with sinking fund payments as set forth above.

The Series 2014 Bonds shall bear interest from the date of issuance, payable on _____, 2014, and semiannually thereafter on each _____ and _____. Interest shall be paid by the Trustee by check or draft mailed to the registered owner at the owner's address as it appears on the registration books kept pursuant to the Resolution. The principal of and premium, if any, on the Series 2014 Bonds shall be payable at the corporate trust office of the Trustee.

The Series 2014 Bonds, registration provisions and forms of authentication and assignment pertaining thereto shall be in substantially the form set forth in Section 6 hereof, with necessary or appropriate variations, omissions and insertions which are incidental to their numbers, denominations, maturities, interest rates, paying agencies, registration provisions, redemption provisions and other details.

Section 4
Redemption of Series 2014 Bonds

Mandatory Sinking Fund Redemption: The Series 2014 Bonds maturing on _____ are subject to mandatory sinking fund redemption on _____ of each of the years and in the amounts as follows:

Year	Principal Amount
2014	
2015	
2016	
2017	
2018	
2019	
2020	
2021	
2022	
2023	
2024	

2025
2026
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2033*

*Final Maturity

The Series 2014 Bonds shall not be subject to redemption from moneys held in the Special Redemption Fund or from redemption at the option of the City unless expressly approved by the Bond Bank.

Section 5
Notice of Redemption of Series 2014 Bonds

Notice of intention to redeem shall be given by the Trustee at least 30 days but not more than 60 days before the redemption date by mail, postage prepaid, to the owners of any Series 2014 Bonds which are to be redeemed. Failure to mail any such notice or any defect in such notice shall not affect the validity of the proceedings for such redemption with respect to the owners to whom such notice was so given. If any Series 2014 Bond is to be redeemed in part only, the notice of redemption shall state also that on or after the redemption date, upon surrender of such Bond, a new Series 2014 Bond or Bonds in principal amount equal to the unredeemed portion of such Bond and of the same series and maturity and bearing interest at the same rate will be issued.

Any notice of redemption may state that the redemption to be effected is conditioned upon the receipt by the Trustee on or prior to the redemption date of moneys sufficient to pay the principal of and premium, if any, and interest on such Series 2014 Bonds to be redeemed and that if such moneys are not so received, such notice shall be of no force or effect and such Series 2014 Bonds shall not be required to be redeemed. In the event that such notice contains such a condition and moneys sufficient to pay the principal of and premium, if any and interest on such Series 2014 Bonds are not received by the Trustee on or prior to the purported redemption date, the redemption shall not be made, and the Trustee shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

If less than all of the Series 2014 Bonds of any one maturity shall be called for redemption, the particular Series 2014 Bonds or portions thereof to be redeemed shall be selected by the Trustee in such manner as the City in its discretion may determine; provided, however, that the portion of any Series 2014 Bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof and that, in selecting Series 2014 Bonds for redemption, each Series 2014 Bond shall be considered as representing that number of Series 2014 Bonds which is obtained by dividing the principal amount of such Bond by \$5,000.

Section 6
Form of Series 2014 Bonds

The Series 2014 Bonds, registration, exchange and transfer provisions and forms of authentication and assignment pertaining thereto shall be in substantially the form set forth below, with necessary or appropriate variations, omissions and insertions which are incidental to their numbers, denominations, maturities, payment dates, interest rate and other details:

No. R-

\$

UNITED STATES OF AMERICA
STATE OF VERMONT
CITY OF BURLINGTON WASTEWATER SYSTEM REVENUE REFUNDING BONDS
SERIES 2014

Maturity Date: _____
Interest Rate: _____ % Per annum
Bond Date: [_____]
Registered Owner: Vermont Municipal Bond Bank
Principal Amount: _____ Dollars

The City of Burlington, Vermont (the "City"), for value received, promises to pay to the Registered Owner of this bond, or registered assigns, but solely from the Net Revenues provided under the Resolution mentioned in this bond, on the Maturity Date, the Principal Amount, upon presentation and surrender hereof, and to pay interest, but solely out of the Net Revenues, at the Interest Rate on such Principal Amount from the most recent _____ or _____ to which interest has been paid or duly provided for or, if no interest has been paid, from the Bond Date, payable on _____, 2014 and semi-annually on the first day of _____ and _____ in each year thereafter until payment of such Principal Amount, and, to the extent permitted by law, interest on overdue interest at the same rate. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

The principal or redemption price of and interest on this bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts. The principal or redemption price of this bond shall be payable at the corporate trust office of U.S. Bank National Association, in the City of Boston, Massachusetts, the Trustee under the Resolution, or its successor in trust. Interest on this bond shall be payable by check or draft mailed to the Registered Owner at its address appearing on the registration books of the City kept for that purpose at the corporate trust office of the Trustee, determined as of the close of business on the applicable record date. The record date for payment of interest shall be the _____ day of the month next preceding the date on which the interest is to be paid or, if such _____ day is not a business day, the next preceding business day, provided that, with respect to overdue interest or interest payable on redemption of this bond other than on an interest payment date or interest on any overdue amount, the Trustee may establish a special record date. The special record date may not be more than 20 days before the date set for payment. The Trustee will give notice of a special record date by mailing a copy of such notice to the registered owners of all the Bonds outstanding at least 10 days before the special record date or in such other time and manner as the Trustee may deem appropriate.

This bond is one of a series of bonds aggregating [_____ Dollars (\$_____)] in principal amount, issued by the City for the purposes of its Wastewater System pursuant to City Charter, Part I, Title III, Section 64b, and Article 98, and a Resolution duly adopted by the City Council of the City on December 6, 1990 (as supplemented and amended by one or more

supplemental resolutions including a supplemental resolution duly adopted by the City Council) (the "Resolution"). Bonds may be issued under the Resolution in one or more series from time to time.

This bond is issued pursuant to Sections 64b, and Article 98 of the City Charter and does not constitute general indebtedness of the City nor an obligation of liability upon the City to pay from any funds of the City other than the Net Revenues of the City's Wastewater System.

THE BONDS SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION, BUT SHALL BE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM, AND SECURED SOLELY BY, THE PLEDGE AND LIEN ON THE NET REVENUES SPECIFICALLY PLEDGED THERETO PURSUANT TO THE RESOLUTION. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE STATE OF VERMONT OR ANY OTHER POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OR PREMIUM (IF ANY) ON THE BONDS AND NEITHER THE STATE OF VERMONT NOR ANY POLITICAL SUBDIVISION THEREOF, OTHER THAN THE CITY, SHALL BE OBLIGATED TO PAY THE PRINCIPAL OR PREMIUM (IF ANY) THEREON.

Reference is made to the Resolution (as supplemented and amended) for, among other things, definitions of terms; the nature and extent of the security for the Bonds; the covenants securing the Bonds; the properties constituting the Wastewater System of the City; the manner of enforcement of the pledge; the terms and conditions upon which additional Bonds may be issued; the conditions upon which the Resolution may be amended or supplemented with and without the consent of the holders of the Bonds; acceleration of principal in the event of default; remedies and limitations of remedies; and the terms upon which Bonds may no longer be secured by the Resolution if sufficient moneys or specified securities are deposited with the Trustee in trust for their payment. Copies of the Resolution (including any supplemental resolutions) may be inspected at the office of the Chief Administrative Officer of the City and in the corporate trust office of the Trustee.

The Bonds of this series maturing on _____, 20__ are subject to mandatory sinking fund redemption on _____ of each of the years and in the principal amounts as follows:

Year	Principal Amount
2014	\$
2015	
2016	
2017	
2018	
2019	
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*Final Maturity

In the event this bond is called for redemption, notice shall be mailed not less than thirty (30) days prior to the redemption date, to the Registered Owner at the owner's address as shown on the books of registry. If this bond is of a denomination in excess of \$5,000, portions of the Principal Amount in the amount of \$5,000 or any multiple of \$5,000 may be redeemed. If less than all of the Principal Amount is to be redeemed, upon the surrender of this bond to the Trustee there shall be issued to the Registered Owner hereof at the corporate trust office of the Trustee, without charge, registered Bonds for the unredeemed balance of the Principal Amount. If this bond (or any portion) is duly called for redemption and notice is duly given, and if on or before the redemption date there are on deposit with the Trustee or any paying agent for this bond sufficient funds to pay the redemption price and the interest on the principal amount redeemed to the date of redemption, this bond (or the portion to be redeemed) shall become due and payable upon the redemption date and interest shall cease to accrue from and after the redemption date on the principal amount to be redeemed.

Any notice of redemption may state that the redemption to be effected is conditioned upon the receipt by the Trustee on or prior to the redemption date of moneys sufficient to pay the principal of and premium, if any, and interest on such Bonds to be redeemed and that if such moneys are not so received, such notice shall be of no force or effect and such Bonds shall not be required to be redeemed. In the event that such notice contains such a condition and moneys

sufficient to pay the principal of and premium, if any and interest on such Bonds are not received by the Trustee on or prior to the purported redemption date, the redemption shall not be made, and the Trustee shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

The Bonds of this series are issuable as fully registered bonds in denominations of \$5,000 or any integral multiple in excess thereof.

This Bond is transferable, subject to the limitations and upon the payment of the charges, if any, provided in the Resolution, at the corporate trust office of the Trustee by the Registered Owner hereof in person or by the owner's attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Trustee duly executed by the Registered Owner or the owner's duly authorized attorney, and thereupon the City shall issue in the name of the transferee a new registered bond or bonds of the same aggregate principal amount and series, interest rate and maturity as the surrendered bond. This bond may also be exchanged, alone or with other Bonds of the same series, interest rate and maturity, at the corporate trust office of the Trustee, for a new Bond or Bonds of the same aggregate principal amount, series, interest rate and maturity, without transfer to a new registered owner, subject to the limitations and upon the payment of the charges, if any, provided in the Resolution.

The Bonds issued under the Resolution do not constitute an indebtedness of the City but are payable solely from and are equally and ratably secured by a pledge of the Net Revenues derived by the City from the ownership and operation of its Wastewater System.

The terms and provisions of this Bond and definitions of certain terms used herein are continued on the reverse side hereof and such continued terms and provisions and definitions shall for all purposes have the same effect as though fully set forth at this place.

This Bond shall not be valid unless the Certificate of Authentication hereon is signed by the Trustee.

CITY OF BURLINGTON, VERMONT

By: _____
Chief Administrative Officer

(SEAL)

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Resolution mentioned in the Bond.

[U.S. Bank National Association,]
as Trustee

Date of Authentication:
_____, 2013

By: _____
Authorized Signature

For value received the undersigned sells, assigns and transfers this bond to

(Name and Address of Assignee)

Social Security or Other Identifying Number of Assignee

and irrevocably appoints _____ attorney-in-fact to transfer it on the books kept for registration of the bond, with full power of substitution.

NOTE: The signature of this assignment must correspond with the name as written on the face of the bond without alteration or enlargement or other change.

Dated:
Signature Guaranteed:

Participant in a Recognized
Signature Guarantee Medallion Program

By: _____
Authorized Signature

Section 7
Disposition of Proceeds of Series 2014 Bonds

From the proceeds derived from the sale of the Series 2014 Bonds, [including accrued interest and original issue discount and net original issuance premium (if any), after payment of the underwriter's discount and the bond insurance premium, if any], there shall be deposited:

- (a) in the Debt Service Reserve Fund, the sum of \$0;
- (b) in an escrow account, to be held by the Trustee, the sum of \$_____, to be applied as soon as practicable and in any event within 90 days of the issuance, to pay, in full, the Refunding Bond Anticipation Note; and
- (c) with the Trustee, the balance, if any, estimated by the City to be required to pay expenses of issue related to the Series 2014 Bonds.

The amounts provided under clause (c) may be invested in securities eligible for investment in the Construction Fund. Any earnings thereon shall be added thereto. Any unused amount shall be transferred to the City and any remaining expenses of issue shall be paid by the City.

Section 8
Debt Service Reserve Fund

No proceeds of the Series 2014 Bonds are to be deposited in the Debt Service Reserve Fund. The Debt Service Reserve Fund requirement shall be \$0 for the Series 2014 Bonds.

Section 9
Contingency Reserve Fund

The Contingency Reserve Fund Requirement for the Series 2014 Bonds shall be established at [\$1,433,286.68]. The City shall, upon the issuance of the Series 2014 Bonds, deposit, from Revenues, the sum of [\$358,321.67] into the Contingency Reserve Fund. The City shall make, from Revenues, additional deposits of [\$358,321.67] into the Contingency Reserve Fund on June 1, 2014, December 1, 2014 and June 1, 2015, until the amount on deposit equals the Contingency Reserve Fund Requirement. Such payments shall be due in lieu of monthly deposits as otherwise set forth in Section 5.5 of the General Bond Resolution.

Section 10
Tax Exemption

The City hereby covenants and agrees to take all lawful action necessary to ensure that interest on the Series 2014 Bonds will remain excluded from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code") and to refrain from taking any action which would cause such interest to become includable in gross income under the Code. Without limiting the foregoing, to the extent required to maintain the exclusion of interest on the Series 2014 Bonds from gross income under the Code, the City will file any information report and pay any rebate due to the United States in connection with the issuance of the Series 2014 Bonds and will restrict yield on investments of the proceeds of the Series 2014 Bonds and of moneys held in funds and accounts under the Resolution and allocable to the Series

2014 Bonds, all in accordance with the directions of Bond Counsel to the City which may be given from time to time. The City's Chief Administrative Officer, Assistant Chief Administrative Officer for Finance, and the Director of the Department of Public Works is hereby authorized and directed to execute and deliver from time to time, on behalf of the City, such certificates, instruments and documents as shall be deemed necessary or advisable to evidence compliance by the City with the Internal Revenue Code and the applicable regulations of the United States Treasury promulgated under the Internal Revenue Code, with respect to the investment and use of the proceeds of the Series 2014 Bonds.

Section 11
Loan Agreement

The City hereby authorizes a loan agreement with the Vermont Municipal Bond Bank for the sale and purchase of the Series 2014 Bonds, to be completed with such insertions and with such modifications as the City's Chief Administrator, upon the advice of bond counsel to the City, approves.

Section 12
Certain Findings and Determinations

The City Council hereby finds and determines as follows:

- (a) No bonds have heretofore been issued under the Resolution except (i) the 1990 Series Bonds and (ii) the 1992 Series Bonds.
- (b) other than the Prior Bonds, and, upon issuance, the Refunding Bond Anticipation Notes, there are no outstanding bonds, notes or other evidence of indebtedness payable from and secured by a lien or charge upon the Net Revenues pledged under the Resolution.

Section 13
Consent to Amended and Restated General Bond Resolution

The City hereby adopts the amendments to the General Bond Resolution as set forth in the attached Amended and Restated General Bond Resolution, a copy of which is attached hereto and incorporated herein by reference, and hereby ratifies the General Bond Resolution, to be effective upon the payment, at or prior to maturity, of the Prior Bonds. Each purchaser of a Series 2014 Bond and/or any future series of bonds issued under the General Bond Resolution by the initial purchaser(s) thereof shall be deemed to constitute consent to the amendment and restatement of the General Bond Resolution and the terms and conditions contained therein.

Section 14
Special Covenants

The City hereby covenants and agrees that the following provisions shall be in effect so long as the Series 2014 Bonds are Outstanding under the Resolution and held by the Bond Bank, provided that any or all of such provisions may be waived by the Bond Bank:

(a) The City shall notify the Bond Bank of the proposed issuance of obligations supported by any inferior or subordinate pledge of Revenues;

(b) The City shall not issue any Series of Additional Bonds without an account in the Debt Service Reserve Fund without the consent of the Bond Bank unless the City funds the Debt Service Reserve Fund for such Series of Additional Bonds at a level at least equal to the least of the following: (i) 10% of the original amount of such Series of Additional Bonds, (ii) maximum annual debt service on the Series of Additional Bonds, or (iii) 125% of average annual debt service on the Series of Additional Bonds; provided, however, that if the Series of Additional Bonds have original issue discount or premium that exceeds 2% of the stated redemption price at maturity plus any original issue premium attributable exclusively to underwriter's compensation, the initial offering prices to the public shall be used in lieu of the stated principal amount for purposes of calculating the 10% limitation.

(c) Notwithstanding anything to the contrary in Section 6.1 of the Resolution, any successor trustee shall be reasonably acceptable to the Bond Bank.

(d) In the event the City shall fail to adjust the schedule of rates and charges in accordance with Section 7.1 of the Resolution, the Bond Bank may institute and prosecute in a court of competent jurisdiction an appropriate suit, action or proceeding to compel the City to adjust such schedule in accordance with the requirements of Section 7.1, and the City covenants that it will adopt and charge rates and charges in compliance with any judgment, order or decree entered in any such suit, action or proceeding.

(e) The City shall retain one or more independent consulting engineers or engineering firms or corporations, acceptable to the Bond Bank, and having a national reputation for knowledge and experience in analyzing the operations of wastewater utility systems, to perform duties of the Consulting Engineer under the Resolution. The duties of the Consulting Engineer may be performed solely by one or cumulatively by several persons or firms qualifying as a Consulting Engineer. One person or firm serving as Consulting Engineer may rely on a certificate or opinion of another person or firm serving as Consulting Engineer.

(f) No insurance policy naming the Trustee as an insured shall be cancelled without thirty (30) days' notice to the Bond Bank.

(g) Within sixty (60) days after the close of each Fiscal Year, the City shall file with the Bond Bank a certificate describing the insurance then in effect.

(h) The City shall proceed with due diligence to carry out and complete the Projects financed by the issuance of Bonds or, in the case of Bonds issued under Section 2.3 (C) of the Resolution, to complete the work financed by the Bonds. Notwithstanding the foregoing, the City may discontinue a Project (or work financed under Section 2.3 (C)) of the Resolution by written notice to the Bond Bank with a certificate of the Consulting Engineer stating that, by reason of change of circumstance not reasonably expected at the time of issuance of the Bonds, completion of the Project (or work) is no longer consistent with Prudent Utility Practice or, in the case of a jointly-owned Project, the Project may be discontinued as provided in the applicable ownership agreement. The moneys for the Project in the Construction Fund not needed to pay Project Costs of the Project (as determined by a certificate of the Consulting Engineer) shall be deposited, as the City shall determine, in the Contingency Reserve Fund, the Construction Fund (for the purpose of paying Project Costs or Projects designated by the Issuer) or the Special

Redemption Fund; provided, however, that if the moneys are not deposited in the Special Redemption Fund, the Issuer shall obtain an Opinion of Bond Counsel that such application will not adversely affect the tax status of any outstanding Bonds.

Section 15
Successor Trustee

The Chief Administrative Officer, upon the approval or consent of the Bond Bank, is hereby authorized to appoint a successor trustee to serve as Trustee under the General Bond Resolution. The Chief Administrative Officer is authorized to execute and deliver such further agreements and instruments as may be necessary in order to transfer the duties and responsibilities of the current Trustee to a successor trustee.

Section 16
Further Action

The City's Chief Administrative Officer, the City's Assistant Chief Administrative Officer for Finance, and the Director of Public Works are, and each of them hereby is, authorized either singly or together:

- (a) to execute and deliver the Loan Agreement with the Bond Bank;
- (b) to execute and deliver an escrow agreement or instructions for the refunding of the Prior Bonds and the Refunding Bond Anticipation Notes; and
- (c) to execute such other documents, enter into such covenants and take such other actions as are necessary or advisable to effect the issuance and delivery of the Series 2014 Bonds and the application of the proceeds thereof in accordance with the provisions of this Supplemental Resolution.

CITY OF BURLINGTON,

VERMONT

CITY COUNCIL

WASTEWATER SYSTEM REVENUE
GENERAL BOND RESOLUTION

Adopted December 6, 1990

Amended and Restated as of December __, 2013

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**Wastewater System Revenue
GENERAL BOND RESOLUTION**

Be It Resolved by the City Council of the City of Burlington, Vermont as follows:

**ARTICLE I
DEFINITIONS**

Section 1.1. Special Terms.

Unless the context clearly indicates some other meaning, the terms defined in this Section, when used in this Resolution or any supplemental Resolution, have the following meanings:

“Act” means City Charter Articles 21, Section 64b, and Article 98, as amended from time to time.

“Additional Bonds” means Bonds other than the Series 2014 Bonds, and any prior Series of Bonds issued under the Resolution.

“Authorized Officer” means the Director of the City’s Public Works department, the Mayor, the Chief Administrative Officer of the City, or any other person designated by the Council.

“Bond Bank” means the Vermont Municipal Bond Bank, and its successor.

“Bonds” means the Wastewater System Revenue Bonds issued from time to time under Sections 2.1, 2.2 and 2.3.

“Bondowner” means a registered owner of a Bond or Bonds.

“Bond Register” means the Bond Register as defined in Section 3.5.

“City” means the City of Burlington, Vermont.

“Council” means the City Council of the City or an officer or board succeeding to its powers.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations and rulings promulgated thereunder.

“Construction Fund” means the Wastewater System Revenue Bond Construction Fund created by Section 5.6.

“Consulting Engineer” means the engineer or engineers or engineering firm or firms retained by the City pursuant to Section 7.3.

“Contingency Reserve Fund” means the Wastewater Revenue Bond Contingency Reserve Fund created by Section 5.5.

“Contingency Reserve Fund Requirement” means that amount specified in the Supplemental Resolution authorizing a Series of Bonds, if any.

“Credit Facility” means any letter or line of credit, policy of bond insurance, indemnity or surety bond, guarantee or similar instrument issued by a financial, insurance or other institution and which provides security and/or liquidity in respect of Bonds

“Date of Commercial Operation” means the date on which a Project is first ready for normal continuous operation as determined pursuant to an applicable ownership agreement in the case of a jointly-owned facility, or by the City in the case of a facility solely owned by the City. If a Project consists of more than one undertaking, the Date of Commercial Operation of the Project is the latest Date of Commercial Operation of the Project of any undertaking included in the Project.

“Debt Service” means with respect to each Fiscal Year or other period the aggregate of the amounts to be set aside (or estimated to be required to be set aside) in the Debt Service Fund pursuant to Section 5.3(A), (B) and (C) in the Fiscal Year for the payment of the principal or redemption price of Bonds and Unissued Bonds, less debt service paid or to be paid from Bond proceeds or from earnings thereon, plus principal and sinking fund payments due on any other obligations of the City which are secured by Revenues or Net Revenues.

“Debt Service Fund” means the Wastewater System Revenue Bond Debt Service Fund created by Section 5.3.

“Debt Service Reserve Fund” means the Wastewater System Revenue Bond Debt Service Reserve Fund created by Section 5.4.

“Debt Service Reserve Fund Requirement” means that amount specified in the Supplemental Resolution authorizing a Series of Bonds, if any.

“Event of Default” means an Event of Default as defined in Section 8.1.

“Fiscal Year” means the fiscal year of the City with respect to the Wastewater System as established from time to time. The Fiscal Year is now the twelve-month period ending June 30.

“Government Obligations” means direct general obligations of, or obligations the timely payment of principal and interest on which are unconditionally guaranteed by, the United States of America.

“Improvements” shall mean such improvements, renewals, replacements, construction and remodeling of the Wastewater System or any part thereof and such extensions and additions thereto as may be necessary or prudent, in the judgment of the City, to keep the same in proper

condition for the safe, efficient and economic operation thereof and to integrate into the Wastewater System any unit or part thereof, and shall include such land, structures and facilities as may be authorized to be acquired or constructed by the City under the provisions of Vermont law and such improvements, renewals, replacements, construction and remodeling of such land, structures facilities and such extensions and additions thereto as may be necessary or prudent for continuous and efficient service to the public, and shall include the City's share of the joint acquisition of property or participation in the output, capacity or usage of any private or public corporation or individual. Improvements shall include all of the foregoing whether financed from the proceeds of Bonds issued under the provisions of this Resolution or from moneys deposited to the credit of the Construction Fund, the Contingency Reserve Fund or from any other source.

"Interest Account" means the Interest Account created in the Debt Service Fund by Section 5.3.

"Investment Securities" means any of the following, if and to the extent that they are legal for the investment of funds of the City:

- (a) Direct obligations of the United States of America for the payment of money, or obligations for the payment of money which are guaranteed or insured as to payment of principal and interest by the United States of America, and direct obligations for the payment of money, issued by an agency or instrumentality of the United States of America, or obligations for the payment of money which are guaranteed or insured as to payment of principal and interest by an agency or instrumentality of the United States of America;
- (b) Bonds and other legally created direct, general obligations of any state of the United States of America, including the Commonwealth of Puerto Rico, and any political subdivision of any state of the United States of America for the payment of money, provided that such obligations are rated in one of the top three rating categories by Moody's and S&P;
- (c) Direct obligations for the payment of money, issued by an agency or instrumentality of any state of the United States of America or of the Commonwealth of Puerto Rico for the payment of money which are guaranteed or insured as to payment of principal and interest by the state or commonwealth of which the issuer is an instrumentality, provided that such obligations are rated in one of the top three rating categories by Moody's and S&P;
- (d) Bonds and other evidences of indebtedness of the United States of America, or any state thereof, or of any political subdivision thereof, or of any public authority or instrumentality of one or more of the foregoing, which are payable as to both principal and interest from adequate special revenues pledged or otherwise appropriated or by law required to be provided for the purposes of that payment, but not including any obligations payable solely out of special assessments on properties benefitted by local improvements; except that bonds or evidences or indebtedness of issuers outside the state of Vermont must be, at the time the

investment is made, rated "A" or higher by S&P and Moody's with respect to long term indebtedness and "P-1" or "A-1" or higher by S&P and Moody's, respectively, with respect to short term indebtedness (in every case without reference to gradations of such categories such as "plus" or "minus");

- (e) Interest bearing obligations issued, assumed or guaranteed by any solvent institution created or existing under the laws of the United States of America or of any state, whether or not secured, which are not in default as to interest or principal, if those obligations at the time of investment are rated "A" or higher by S&P and Moody's with respect to long term indebtedness and P-1 or A-1 or higher by S&P and Moody's, respectively, with respect to short term indebtedness (in every case without reference to gradations of such categories such as "plus" or "minus"), including, among others, (A) certificates of deposit or time deposits of any bank, any branch of any bank, trust company or national banking association that has a combined capital surplus and undivided profits not less than \$25,000,000, (B) any repurchase agreement with a maturity of not more than 30 days that is with a bank or trust company (including the Trustee and its affiliates) that has a combined capital, surplus and undivided profits not less than \$100,000,000 or with primary government dealers (any such government dealer must be a member of Securities Investor Protection Corporation), for obligations described in (a) hereof having on the date of the repurchase agreement and on the first day of every month thereafter a fair market value equal to at least 102% of the among of the repurchase obligation of the bank, trust company or government dealer; provided, however, that (i) the repurchase obligation of the bank, trust company or government dealer is collateralized by such obligations themselves, (ii) such obligations purchased must be transferred to the Trustee (unless the purchase agreement is with the bank serving as Trustee or any related party) or a third party agent by physical delivery or by an entry made on the records of the issuer of such obligations and such trustee or third party agent and segregated from securities owned generally by the bank, trust company or government dealer, or the Trustee is furnished with an opinion of counsel stating that a perfected security interest under the Uniform Commercial Code of the state in which the securities are located or book entry procedures present at 31 C.F.R. §306.1 et seq. or 31 C.F.R. §350.0 et seq. in such investments has been created for the benefit of the Holders of the Bonds, and (iii) if the repurchase agreement is with the bank serving as Trustee or any related party, the third party holding such investments holds them as agent for the beneficial owners of the Bonds rather than as agent for the bank serving as Trustee or any other party and the investments be evaluated no less frequently than weekly to determine if their fair market value equals or exceeds the required 102% level and, if upon such valuation, the fair market value is found to be deficient, then the bank, trust company or government dealer shall have no more than five business days to pledge additional obligations authorized hereunder for such repurchase agreement so as to satisfy such requirement or the third party holding the investments must be required to liquidate the collateral and disburse the proceeds to the Trustee;

(f) Units of a tax-exempt or taxable government money market portfolio composed solely of obligations listed in (a), (b), (c) or (d) above with a yield adjusted so as to maintain the value of such units at par; and

(g) Such other investments as may from time to time be permitted by applicable law and approved in writing by S&P and Moody's.

"Maximum Annual Debt Service" means with respect to each Fiscal Year the aggregate Debt Service as computed for any such period in which such sum is the largest. In computing Maximum Debt Service, Debt Service on Partially Amortized Bonds shall be determined as set forth in Section 2.6.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and assigns.

"Net Revenues" means the Revenues (excluding (i) proceeds of Bonds and notes issued in anticipation of Bonds or of Revenues, (ii) the proceeds of the sale or other disposition of all or any part of the Wastewater System, (iii) proceeds of insurance, except business interruption insurance which is included, and condemnation awards received with respect to the Wastewater System, (iv) other items of an extraordinary and non-recurrent nature, (v) contributions in aid of construction, and (vi) customer deposits) after deducting the Operating Expenses (exclusive of expenses of a capital nature paid from or offset by sources other than Revenues included in Net Revenues).

"Operating Expenses" means the expenses of the City for the operation, maintenance, repair and ordinary replacements properly and directly attributable to the operation or ordinary maintenance of the Wastewater System. Operating Expenses also includes costs and expenses paid from the proceeds of insurance, condemnation or the disposition of property to repair or replace the property from which the proceeds are derived. Operating Expenses do not include the principal of and interest on bonds, notes or other evidences of indebtedness issued by the City for the purposes of its Wastewater System, payments into the Contingency Reserve Fund and depreciation. Operating Expenses include taxes, if any, payable on the Wastewater System to municipalities other than the City, or payments in lieu thereof, but do not include payments to the City of or in lieu of taxes on the Wastewater System.

"Opinion of Bond Counsel" means an opinion of an attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on bonds issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States.

"Outstanding" has the meaning set forth in Section 11.1, i.e. a Bond shall not be Outstanding under the Resolution if the Bond is at the time not deemed to be Outstanding under the Resolution pursuant to Section 11.1.

“Partially Amortized Bonds” means Bonds of a Series of which twenty-five percent (25%) or more of the principal on which comes due in a single year and for which no sinking fund installments have been established.

“Paying Agent” means the Trustee as to all the Bonds and, as to Bonds of a particular Series, the alternate Paying Agent or Agents (if any) designated for the payment of the principal of, premium, if any, and interest on the Series of Bonds in the Supplemental Resolution providing for their issuance.

“Principal Account” means the Principal Account created in the Debt Service Fund by Section 5.3.

“Project” means any acquisition, improvement, extension, enlargement, betterment, addition, alteration, construction, reconstruction, extraordinary repair, equipping or reequipping, financing of or the Wastewater System, or any one or more of the foregoing. To the extent permitted by law, a Project may also consist of or include (i) prepayment for purchased capacity or output of a sewage treatment plant or collection facilities or sludge disposal facilities or (ii) decommissioning or termination of facilities.

“Project Costs” means all costs of carrying out a Project or refinancing a Project and, without limiting the generality of the foregoing, may include (i) all preliminary expenses, (ii) the cost of acquiring all property, franchises, easements and rights necessary or convenient for the project, (iii) engineering and legal expenses, (iv) expenses for estimates of costs and revenues, (v) expenses for plans, specifications and surveys, (vi) other expenses incident or necessary to determining the feasibility or practicability of the enterprise, (vii) administrative expense, (viii) construction costs, (ix) interest prior to the Date of Commercial Operation of any Project and for a reasonable period thereafter, (x) the establishment of or contribution to such reserves as may be required by the Resolution, and (xi) such other expenses as may be incurred in the financing or refinancing of the Project (including the costs of various forms of credit enhancement) or in carrying it out, placing it in operation (including the provision of working capital) and in the performance of things required or permitted by the Act in connection with the Project.

“Prudent Utility Practice” means either (i) any of the practices, methods and acts engaged in or approved by a significant portion of the wastewater utility industry prior thereto, or (ii) any of the practices, methods or acts, which in the exercise of reasonable judgment in the light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expeditious action. Prudent Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be a spectrum of possible practices, methods or acts. Prudent Utility Practice shall also include those practices, methods and acts that are required by applicable laws and final orders or regulations of regulatory agencies having jurisdiction over the subject action.

“Qualified Financial Institution” means and includes: (1) any U.S. domestic institution which is a bank, trust company, national banking association or a corporation, including the Trustee and any of its affiliates, subject to registration with the Board of Governors of the

Federal Reserve System under the Bank Holding Company Act of 1956, or a member of the Financial Industry Regulatory Authority (FINRA), in each case whose unsecured obligations or uncollateralized long-term debt obligations have been assigned a rating within one of the two highest rating categories by Standard & Poor's Corporation, Moody's Investor's Service, Inc. or Fitch Investors Service, Inc., or which has issued a letter of credit, contract, agreement or surety bond in support of debt obligations which have been so rated; (2) an insurance company with a claims-paying ability or a corporation whose obligations are guaranteed by an insurance company (in the form of an insurance policy) or by an insurance holding company rated within one of the two highest rating categories by Standard & Poor's Corporation, Moody's Investor's Service, Inc. or Fitch Investors Service, Inc., or whose unsecured obligations or uncollateralized long-term debt obligations have been assigned a rating within one of the two highest rating categories by Standard & Poor's Corporation, Moody's Investor's Service, Inc. or Fitch Investors Service, Inc.; or (3) any banking institution whose unsecured obligations or uncollateralized long-term debt obligations have been assigned a rating within one of the two highest rating categories by Standard & Poor's Corporation, Moody's Investor's Service, Inc. or Fitch Investors Service, Inc.

The "Resolution" or this "Resolution" means this Wastewater System Revenue General Bond Resolution as amended or supplemented from time to time by Supplemental Resolutions.

"Revenue Fund" means the Wastewater System Revenue Fund created by Section 5.2.

"Revenues" means all revenues, rates, fees, charges, rents or other income derived and receipts received by the City from any source to the City, or any department, board or agency thereof, in connection with the ownership, management and operation of the Wastewater System. Without limiting the generality of the foregoing, Revenues include rentals, proceeds of insurance or condemnation or other disposition of plant assets (except as provided below), federal or state grants-in-aid with respect to such Wastewater System, proceeds of Bonds issued under the Act for the Wastewater System, proceeds of notes issued in anticipation of operating Revenues (unless set aside to pay notes of the same character) and earnings from the investment of Revenues which are pledged to the payment of the City's bonds. Unless otherwise provided by Supplemental Resolution, Revenues do not include the proceeds of other borrowing by the City or the proceeds of grants for limited purposes or of the disposition of property financed by such grants, or payments or reimbursement of capital costs by other owners pursuant to joint ownership agreements relating to jointly owned facilities.

"S&P" means Standard & Poor's Corporation, a corporation organized and existing under the laws of the State of New York, its successors and assigns.

"Serial Bonds" means Bonds other than Term Bonds. Payment of principal is provided from the Principal Account.

"Series 2014 Bonds" means the Wastewater System Revenue Bonds issued, or to be issued, to the Vermont Municipal Bond Bank.

“Series” or “Series of Bonds” or “Bonds of a Series” means a series of Bonds authorized by the Resolution.

“Sinking Fund Account” means the Sinking Fund Account created in the Debt Service Fund by Section 3.2.

“Special Redemption Fund” means the Wastewater System Revenue Bond Special Redemption Fund created by Section 5.9.

“Supplemental Resolution” means a resolution adopted by the City under Article IX providing for the issuance of Bonds, and shall also mean a resolution adopted by the City under Article IX amending or supplementing the Resolution.

“Term Bonds” means Bonds with respect to which payments are required to be made into the Sinking Fund Account as specified in the Supplemental Resolution providing for their issuance. A Series of Bonds may include both Serial and Term Bonds and may include more than one set of Term Bonds, each of which has its own maturity date. Payment of principal on Term Bonds is provided from the Sinking Fund Account.

“Trustee” means the appointed Trustee pursuant to Section 6.1 and its successor.

“Unissued Bonds” means at any particular time Bonds not yet issued and not then being issued which the Consulting Engineer estimates will be required to be issued to complete the payment of the Project Costs of a Project for which Bonds have been issued or are then being issued.

“Wastewater System” means the complete municipal wastewater collection and treatment system now owned, operated and managed by the City, together with any Improvement constructed or acquired after the adoption of this Resolution, and all other facilities, equipment and appurtenances necessary or appropriate to the system, for the collection and treatment of sewage and the proper treatment and use of sewage sludge and energy conservation in connection therewith. The Wastewater System includes the ownership share of the City in jointly-owned facilities.

ARTICLE II AUTHORIZATION AND ISSUANCE OF BONDS

Section 2.1. Authorization of Bonds.

The City may issue Bonds under this Resolution to be known as “Wastewater System Revenue Bonds”. The Bonds shall be issued from time to time in series as the Council may deem necessary or prudent for the purposes of (a) the payment of Project Costs and (b) the refunding (directly or indirectly) of Bonds or other obligations issued for the purpose of paying Project Costs.

Section 2.2. Supplemental Resolutions.

Each Series of Bonds shall be issued under a Supplemental Resolution adopted by the Council pursuant to this Article and Article IX. The Supplemental Resolution shall designate the Bonds by an appropriate series designation in addition to the title "Wastewater System Revenue Bonds," and shall also specify: (a) the authorized principal amount of the Series of Bonds; (b) the purpose or purposes for which the Series of Bonds is being issued, and, if the Bonds are being issued to pay Project Costs, the Project or Projects for which the Bonds are being issued, and, if the Bonds are being issued for more than one purpose or Project, the principal amount being issued for each purpose or Project; (c) the date of the initially issued Bonds of the Series; (d) the maturity dates and sinking fund installment amounts and dates of the Bonds; (e) the redemption prices of the Bonds; (f) the place or places of payment of the Bonds and the Paying Agents for the Bonds; (g) the provisions for the sale of the Bonds; (h) the Debt Service Reserve Fund Requirement, if any, and the details relating thereto including among other things the funding, use and investment; (i) any other provisions which may be required to be inserted by other provisions of the Resolution; and (j) any other necessary or prudent provisions not in conflict with the provisions of the Resolution. Notwithstanding anything to the contrary, the foregoing matters may be covered for a Series of Bonds by either one or more than one Supplemental Resolution.

Section 2.3. Conditions for the Issuance of Additional Bonds.

(A) Except as otherwise provided in this Section, each Series of Additional Bonds shall be issued only upon filing of the following with the Trustee:

1. (a) A certificate of the City, executed on its behalf by an Authorized Officer, that to the best of the knowledge and belief of the Authorized Officer no Event of Default exists and (b) a certificate of the Trustee that there is no Event of Default of which it has knowledge;

2. If Additional Bonds are being issued to pay Project Costs of a Project, a certificate of the Consulting Engineer stating (a) the then estimated Date of Commercial Operation of the Project and (b) the then current estimate of the Project Costs of the Project; and stating (c) that the Project is consistent with Prudent Utility Practice and (d) that the Net Revenues for each of the three Bond Years, beginning with the first Bond Year in which a portion of the principal on the Additional Bonds is not paid from the proceeds of the Additional Bonds, will be at least equal to (i) one hundred per cent (100%) of the maximum annual debt service on any general obligations of the City then outstanding which have been or are intended to be paid from Revenues (ii) one hundred twenty-five percent (125%) of the Maximum Annual Debt Service on all other Bonds then outstanding, on the Additional Bonds then being issued, on Unissued Bonds and any other revenue obligations of the City which are or will be payable from Revenues in the Bond Year in which the Bonds are being issued or in any subsequent Bond year;

3. A certified copy of the Supplemental Resolution providing for the issuance of the Additional Bonds; and

4. An opinion of counsel to the City that the conditions precedent to the issuance of the Additional Bonds have been satisfied;

(B) The certification required by clauses (c) and (d) of paragraph (2) of paragraph (A) of this Section shall not be required if:

1. Bonds shall have previously been issued for the Project (except pursuant to paragraph (C) of this Section);

2. Bonds have been authorized, and bond anticipation notes issued, for the Project prior to the adoption of this Resolution; or

3. The Consulting Engineer certifies to the Trustee (a) that the Project is necessary to maintain the operational status of any facilities of the Wastewater System, whether it is necessitated by casualty, regulatory or licensing requirements or other cause, or (b), in the case of jointly-owned facilities not controlled by the City, that the Bonds are being issued to finance the City's share of the Project Costs of improvements which the lead participants are empowered to make, provided that the amount to be issued for a Project under this subparagraph shall not exceed the Project Costs as certified by the Consulting Engineer less any available insurance proceeds as certified by an Authorized Officer.

(C) The certificate required by subparagraph (2) of paragraph (A) of this Section shall not be required in connection with the issuance of Bonds to pay preliminary Project Costs of a Project, which for this purpose shall mean Project Costs not exceeding ten percent (10%) of the total estimated Project Costs of the Project as certified by the Consulting Engineer to the Trustee, provided that Additional Bonds shall not be issued under this paragraph which, upon the issuance of the same, would cause the amount of Additional Bonds outstanding under this paragraph for Projects not certified under subparagraph (2) of paragraph (A) to exceed five per cent (5%) of the total amount of Bonds outstanding under the Resolution.

(D) The certificate required by subparagraph (2) of paragraph (A) shall not be required in connection with the issuance of Bonds to refund Bonds so long as there is no increase in the Maximum Annual Debt Service for any Bond Year during which Bonds not being refunded will be Outstanding but shall be required in the case of Bonds issued to refund other obligations (including the issuance of Bonds to retire notes issued in anticipation of Bonds) as if the Bonds were being issued for the Projects financed by the prior obligations.

(E) In certifying under subparagraph (2) of paragraph (A) of this Section, the Consulting Engineer may make such assumptions and projections as it deems reasonable with respect to the issuance of Unissued Bonds, general obligation bonds or other revenue obligations, rate, costs, and commencement or termination of operation of facilities and other matters.

(F) If Bonds are being issued to pay Project Costs of a Project which has been discontinued, references in this Section to the Date of Commercial Operation shall be deemed to

refer to the date of issuance of the Bonds and, in lieu of the certification required by clause (c) (if applicable) of subparagraph (2) of paragraph (A), the Consulting Engineer shall certify that the discontinuance is consistent with Prudent Utility Practice. Such certification shall not be required, however, in the case of the discontinuance of a jointly-owned Project pursuant to the applicable ownership agreement.

Section 2.4. Disposition of Bond Proceeds.

Upon the delivery of a Series of Bonds the proceeds shall be paid to the Trustee and be dealt with as follows:

(A) There shall be deposited into a separate account in the Debt Service Reserve Fund the amount required, if any, by the Supplemental Resolution authorizing such Series of Bonds.

(B) There shall be deposited into the Contingency Reserve Fund the amount, if any, required by Supplemental Resolution pursuant to Section 5.5.

(C) Where Bonds are issued to refund prior obligations, the proceeds required to pay the principal of the prior obligations, together with any redemption premium on the same, any interest and commitment or facility fee accrued or to accrue to the date of payment of the prior obligations, the expenses of issue of the Bonds and the expenses of redeeming the prior obligations shall be used for those purposes and may be deposited in trust for these purposes free and clear of the lien of this Resolution or may be dealt with pursuant to paragraphs (F) and (G) as if the Bonds were being issued for the Projects financed by the prior obligations.

(D) The Trustee may pay expenses of the issue not provided for above directly.

(E) The balance of the proceeds shall be deposited in the Construction Fund.

Section 2.5. Subordinate Lien Obligations.

Notwithstanding anything to the contrary in the Resolution, the City may issue bonds, notes or other evidences of indebtedness for the purposes of the Wastewater System payable from the Revenue Fund and the revenues, subordinate to the deposits and credits required to be made from the Revenue Fund to other funds and accounts under the Resolution and to the payments required for Operating Expenses, and may secure the bonds, notes or other evidences of indebtedness by a pledge of the net revenues (as defined in the Act) inferior to the pledge of the net revenues created by the Resolution. The proceeds of the inferior obligations may be pledged as security for the inferior obligations free and clear of the lien of the Resolution. The City shall notify the Trustee of the proposed issuance of inferior obligations.

Section 2.6. Partially Amortized Bonds.

In the case of Partially Amortized Bonds, the Supplemental Resolution providing for their issuance may provide that the unamortized portion shall not be treated as principal for the purpose of calculating payments into the Debt Service Fund pursuant to Section 5.3C although

the obligation to pay the same shall be treated as principal for the purposes of Section 8.1(1), Section 8.4 and Section 11.1. The City shall finance the unamortized portion by the issuance of refunding Bonds in accordance with this Article, by using moneys in the Special Redemption Fund in accordance with Section 5.9 (treating payment as redemption), by using moneys in the Revenue Fund in accordance with clause Fifth of Section 5.2, by other lawful means, or by a combination of the foregoing. If partially Amortized Bonds are issued the Supplemental Resolution shall set forth the estimated date of expiration of the useful life of the Project (not to exceed twenty-five (25) years) to which the Bonds are attributable. If a Series of Bonds is attributable to more than one Project, it may be subdivided for the purposes of this Section. Until payment of the unamortized portion (or provision for payment pursuant to Section 11.1) Maximum Annual Debt Service shall be calculated by treating the useful life of the Project, on a level annual Debt Service basis, with interest payable semiannually at a rate equal to the net interest cost of the Series.

ARTICLE III GENERAL TERMS AND PROVISIONS

Section 3.1. Form of Bonds Generally.

The definitive Bonds of each Series hereunder are issuable as fully registered Bonds and shall be substantially in the forms set forth in the Supplemental Resolution authorizing the issuance of such Bonds. All such Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or of any securities exchange on which the Bond may be listed or traded or any usage or requirement of law with respect thereto or as may be authorized by the Board and approved by the Trustee.

Section 3.2. Details of Bonds.

The Bonds of each Series issued under the provisions of this Resolution shall be dated, shall be stated to mature (subject to any right of prior redemption) at such times, shall be made redeemable (subject to the provisions of Article IV of this Resolution), shall be in such authorized denominations, designated and numbered and shall have such further details as may be provided in the Supplemental Resolution adopted by the Board with respect to such Series of Bonds.

The Bonds issued under this Resolution shall be limited obligations of the City payable solely and only from and secured by the Net Revenues specifically pledged thereto pursuant to the Supplemental Resolution authorizing the issuance of such Series of Bonds. Each such Bond shall contain the following legend:

THE BONDS SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION, BUT SHALL BE LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM, AND SECURED SOLELY BY, THE PLEDGE AND LIEN ON THE NET REVENUES SPECIFICALLY PLEDGED THERETO PURSUANT TO THE

SUPPLEMENTAL RESOLUTION. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE STATE OF VERMONT OR ANY OTHER POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OR PREMIUM (IF ANY) ON THE BONDS AND NEITHER THE STATE OF VERMONT NOR ANY POLITICAL SUBDIVISION THEREOF, OTHER THAN THE CITY, SHALL BE OBLIGATED TO PAY THE PRINCIPAL OR PREMIUM (IF ANY) THEREON.

Unless otherwise provided in the Supplemental Resolution with respect to a particular Series of Bonds, the principal amount of any Bond shall be payable upon surrender thereof at the principal corporate trust office of the Paying Agent. Such payments shall be made to the registered owner of the Bond so surrendered, as shown on the Bond Register on the date of payment, or such registered owner's legal representative.

Section 3.3. Authentication of Bonds.

Only such of the Bonds as shall have endorsed thereon a certificate of authentication, duly executed by the Trustee, shall not be entitled to any benefit or security under this Resolution. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Trustee, and such certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Resolution. The Trustee's certificate of authentication on any Bond shall be deemed to have been duly executed if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds that may be issued hereunder at any time.

Section 3.4. Execution and Form of Bonds.

The Bonds shall be signed by or bear the facsimile signature of, an Authorized Officer of the Council and the treasurer of the City and shall be signed by, or bear the facsimile signature of, the clerk, and the official seal of the Council or a facsimile thereof shall be imprinted on the Bonds and each Bond shall be manually authenticated by the Trustee. In case any officer whose signature or a facsimile of whose signature shall appear on any Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery and also any Bond may bear the facsimile signature of, or may be signed by, such persons as at the actual time of the execution of such Bond shall be the proper officers to execute such Bond although at the date of such Bond such persons may not have been such officers. The Bonds issued under the provisions of this Article, the statement and the Trustee's certificate of authentication to be endorsed on all Bonds, shall be, respectively, substantially in the forms provided in the Supplemental Resolution authorizing such Bonds, with such appropriate variations, omissions and insertions as may be required or permitted by such Supplemental Resolution.

Section 3.5. Negotiability, Registration and Transfer of Bonds.

The Bond shall cause books (the "Bond Register") for the registration and for the registration of transfer of the Bonds as provided in this Resolution to be kept by the Trustee. The transfer of any Bond may be registered only upon the Bond Register kept by the Trustee for the registration of or registration of transfer of Bonds upon surrender thereof to the Trustee, together with an assignment duly executed by the registered owner or his legal representative in such form as shall be satisfactory to the Trustee.

The Bond Register held by the treasurer of the City or other designated register shall be confidential and the information contained therein shall not be available to the public.

Upon any registration of transfer of any Bond, an Authorized Officer, if necessary, shall manually execute and the Trustee shall authenticate and deliver in exchange for such Bond a new Bond or Bonds registered in the name of the transferee, for an equal aggregate principal amount of Bonds of the same Series, type and maturity of any authorized denomination. No charge shall be made to any Bondowner for the privilege of registration and registrations of transfer hereinafter granted or for exchange of Bonds, but any Bondowner requesting any such registration or registration of transfer exchange shall pay any tax or other governmental charge required to be paid with respect thereto. The Trustee shall not be required to make any exchange or registration of transfer during the period commencing on the Regular Record Date with respect to each interest payment date of such Bond or after such Bond has been selected for redemption.

Section 3.6. Ownership of Bonds.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal amount of any such Bond shall be made only to or upon the order of the registered owner thereof or his legal representative, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Section 3.7. Exchange of Bonds.

Bonds, upon surrender thereof at the principal office of the Trustee, together with an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of Bonds of the same Series, type and maturity, of any authorized denomination.

The Board shall make provision for the exchange of the Bonds at the principal office of the Trustee.

Section 3.8. Provisions for Book Entry System.

The Bonds may be subject to a book-entry only system of ownership as provided for in the Supplemental Resolution authorizing the issuance of a Series of Bonds.

Section 3.9. Temporary Bonds.

Until the definitive Bonds of any Series are ready for delivery, there may be executed, and the Trustee may authenticate and deliver, in lieu of definitive Bonds and subject to the same limitations and conditions except as to identifying numbers, temporary printed, engraved, lithographed or typewritten Bonds in authorized denominations, substantially of the tenor hereinabove set forth, and with appropriate omissions, insertions and variations as may be required. The Board shall cause the definitive Bonds to be prepared and to be executed, endorsed, authenticated and delivered to the Trustee, and the Trustee, upon presentation to him of any temporary Bond shall cancel the same and authenticate and deliver, in exchange therefore, at the place designated by the owner, without expense to the owner, a definitive Bond or Bonds of the same Series and in the same aggregate principal amount, maturing on the same date as the temporary Bond surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefit of this Resolution as the definitive Bonds to be issued and authenticated hereunder.

Section 3.10. Mutilated, Destroyed or Lost Bonds.

In case any Bonds secured hereby shall become mutilated or destroyed or lost, the Board may cause to be executed, and the Trustee may authenticate and deliver, a new Bond of like date, number and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond or in lieu, upon owner's paying the reasonable expenses and charges of the Board in connection therewith and, in the case of a Bond destroyed or lost, his filing with Trustee evidence satisfactory to him that such Bond were destroyed or lost, and of his ownership thereof, and furnishing the Board with indemnity satisfactory to it.

**ARTICLE IV
REDEMPTION OF BONDS**

Section 4.1. Redemption Generally.

The Bonds of each Series or portion thereof issued under the provisions of this Resolution shall be subject to redemption, either in whole or in part and at such times and Redemption Prices, as may be provided by in the Supplemental Resolution authorizing the issuance of such Bonds.

If less than all of the Bonds of any type and maturity of a Series or portion thereof shall be called for redemption, the particular Bonds of such type, maturity and Series to be redeemed shall be selected in such manner as the Council in its discretion may determine at the time such Bonds are to be selected or as determined by the Council in the Supplemental Resolution authorizing to the issuance of such Bonds; provided, however, that the purchase or redemption of the Bonds of any Series with insurance proceeds shall be in inverse order of maturity.

Section 4.2. Redemption Notice.

At least thirty (30) days before the redemption date, or at such time or times the Council may establish in the Supplemental Resolution authorizing the issuance of any Series of Bonds or portion thereof hereunder, a notice of any such redemption, either in whole or in part, signed by the Trustee shall be mailed, postage prepaid, to all registered owners of Bonds to be redeemed at their addresses as they appear on the Bond Register but failure to mail any such notice or any defect therein as to any such Bond shall not affect the validity of the proceedings for such redemption as to any other Bond. Each such notice shall set forth the date fixed for redemption, the redemption price to be paid, and, if less than all of the Bonds of a Series then Outstanding shall be called for redemption, the number of such Bonds.

Section 4.3. Effect of Calling for Redemption.

On the date so designated for redemption, notice having been mailed in the manner and under the conditions hereinabove provided, the Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Bonds on such date, and, moneys for payment of the redemption price being held in separate accounts by the Trustee or by the Paying Agents in trust for the owners of the Bonds to be redeemed, all as provided in the Supplemental Resolution, such Bonds shall cease to be entitled to any lien, benefit or security under this Resolution, and the registered owners of such Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof.

Section 4.4. Cancellation.

Bonds so called for redemption shall be cancelled upon the surrender thereof.

Section 4.5. Bonds Called for Redemption Not Outstanding.

Bonds which have been duly called for redemption under the provisions of this Article, or with respect to which irrevocable instructions to call for redemption at a selected redemption date have been given to the Trustee, in form satisfactory to him, and for the payment of the redemption price of which sufficient moneys, or Government Obligations in such amounts, bearing interest at such rates and maturity (without opinion of prior payments) at such dates that the proceeds thereof and the interest therein will provide sufficient moneys, shall be held in separate accounts by a bank or other financial institution with trust powers or by the Trustee or Paying Agents in trust for the owners of the Bonds to be redeemed to be Outstanding under the provisions of this Resolution and shall cease to be entitled to any benefit or security under this Resolution other than to receive payment of the Redemption Price from such moneys.

Section 4.6. Partial Redemption of Bonds.

Upon surrender of any Bond redeemed in part only, the Board shall execute and the Bond Registrar shall authenticate and deliver to the owner thereof, at the expense of the Board, a new Bond or Bonds of the same Series and maturity and of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Bond surrendered.

Section 4.7. Redemption of Bonds Held by the Bond Bank.

The Supplemental Resolution authorizing the issuance of any Series of Bonds may provide, if Bonds held by the Bond Bank are to be redeemed prior to maturity other than through scheduled sinking fund installments whether from moneys in the Special Redemption Fund, from the proceeds of insurance pursuant to Section 7.5 hereof or from any other source and the Bond Bank has its own bonds outstanding which are not at the time callable, the proceeds of which were used by the Bond Bank to purchase the Bonds, for payments to the Bond Bank in amounts in excess of the redemption price of the Bonds so as to ensure that sufficient moneys will be available to the Bond Bank to pay principal of its bonds when due.

**ARTICLE V
PLEDGE OF NET REVENUES; SPECIAL FUNDS AND ACCOUNTS**

Section 5.1. Pledge of Net Revenues.

The Net Revenues are hereby pledged to secure the payment of the principal or redemption price of the Bonds and the performance of the undertakings of the City in the Resolution. All moneys held in the Accounts and Funds established hereunder shall be held in trust by the Trustee for the benefit of the owners of the Bonds until applied as provided herein. The Bonds are equally and ratably secured by the pledge, and the undertakings of the City in the Resolution are for the equal and proportionate benefit of the owners, except as otherwise expressly provided in the Resolution.

Section 5.2. Revenue Fund.

There is hereby established a special trust fund of the City to be held and administered by the City and to be known as the "Wastewater System Revenue Fund." On and after the issuance of the initial Series of Bonds the City shall pay all of the Revenues into the Revenue Fund as promptly as practicable after receipt (other than the Revenues expressly required or permitted by the Resolution to be credited to or deposited in any other account or fund). All moneys in the Revenue Fund shall be held in trust and applied only as provided in this Resolution.

The moneys in the Revenue Fund shall be applied in the following order of priority:

First, to the payment of the Operating Expenses of the Wastewater System;

Second, to payment of the amounts required to be paid from the Revenue Fund into the Debt Service Fund, Debt Service Reserve Fund, if any, and Special Redemption Fund;

Third, if any Bonds outstanding are then held by the Bond Bank to the payment of any other amounts and fees due and owing to the Bond Bank;

Fourth, to payment of the amounts (if any) required to be paid from the Revenue Fund in the Contingency Reserve Fund;

Fifth, for the purpose of making such extraordinary repairs and improvements as are necessary to the operation of the Wastewater System in accordance with Prudent Utility Practice; for the payment of obligations (other than Bonds) issued by the City for the purposes of its Wastewater System; and for payments and to the City of or in lieu of taxes on the Wastewater System; the priority of payments within this clause to be in such order as is consistent with the rights of the persons entitled thereto;

Sixth, for any other lawful purpose of the Wastewater System.

Before applying moneys in the Revenue Fund as provided in any of the foregoing paragraphs, the City may reserve sufficient moneys, together with reasonably expected Revenues, to meet the Operating Expenses of the Wastewater System for a period of up to 60 days.

Section 5.3. Debt Service Fund.

There is hereby established a special fund of the City to be known as the "Wastewater System Revenue Bond Debt Service Fund." The moneys in the Debt Service Fund shall be held by the Trustee in trust and applied as hereinafter provided and, pending such application, shall be subject to a lien and charge in favor of the owners of the Bonds issued and Outstanding under this Resolution until paid out or transferred as herein provided.

A. The Trustee shall create a separate account in the Debt Service Fund to be known as the "Interest Account", which shall be used to pay the interest on the Bonds. Not later than the twenty-fifth day of the sixth calendar month before the date upon which an installment of interest on the Bonds of a Series falls due, and on or before the twenty-fifth day of each calendar month thereafter until the installment falls due, the City shall pay from the Revenue Fund into the Interest Account an amount equal to one-sixth of the installment of interest coming due. The City shall also transfer from the Revenue Fund to the Interest Account any amount required to pay interest on overdue principal.

B. The Trustee shall create a separate account in the Debt Service Fund to be known as the "Principal Account", which shall be used to pay the principal of Serial Bonds. Not later than the twenty-fifth day of each month the City shall transfer from the Revenue Fund to the Principal Account an amount equal to the principal amount of the Bonds of such Series payable on the next succeeding principal payment date (less any amounts previously paid or provided to pay the principal amount of such Serial Bonds) divided by the number of months intervening between the first day of the month in which such calculation is made and the next succeeding principal payment date. The City shall also transfer from the Revenue Fund to the Principal Account any amount required to pay principal of Serial Bonds which has been accelerated pursuant to Section 8.2.

C. The Trustee shall create a separate account in the Debt Service Fund to be known as the "Sinking Fund Account" which shall be used to pay the principal or sinking fund installments on Term Bonds. Not later than the twenty-fifth day of each month the City shall transfer from the Revenue Fund to the Sinking Fund Account an amount which for each Series

shall be equal to the principal amount of the Term Bonds of each Series then Outstanding required to be retired in satisfaction of the sinking fund installment, if any, on the next succeeding principal payment date (less, unless otherwise provided herein, any amounts previously paid or provided to pay the principal amount of such Term Bonds) divided by the number of months intervening between the first day of the month in which such calculation is made and the next succeeding principal payment date. The City shall also transfer from the Revenue Fund to the Sinking Fund Account any amount required to pay principal of Term Bonds which has been accelerated pursuant to Section 8.2. The Trustee shall call Term Bonds for redemption on the sinking fund installment date to the extent of the sinking fund installments coming due.

The City may apply moneys on deposit in the Sinking Fund Account for a sinking fund installment on Term Bonds of a particular Series and maturity to the purchase of the Term Bonds of such Series and maturity, at a price not exceeding the applicable sinking fund redemption price, at least sixty (60) days before the sinking fund installment date, and these purchase shall be credited against the sinking fund installment at the applicable sinking fund redemption price.

The City may also increase Term Bonds then subject to sinking fund redemption with other available funds at any price and credit term against a sinking fund installment applicable to them at the applicable sinking fund redemption price by delivering them to the Trustee for cancellation at least sixty (60) days before the sinking fund installment date.

Section 5.4. Debt Service Reserve Fund.

There is hereby established a special reserve fund of the City to be held in trust and administered by the Trustee and to be known as the "Wastewater System Revenue Bond Debt Service Reserve Fund." The purpose of the Debt Service Reserve Fund is to provide a reserve for the payment of the principal or redemption price on any Series of Bonds as may be deemed appropriate at the time of issuance of such Series of Bonds.

The Supplemental Resolution providing for the issuance of a Series of Bonds may provide for the establishment of a separate account to be maintained in the Debt Service Reserve Fund. If the Supplemental Resolution provides for the establishment of such an account, it shall also provide for the manner in which it shall be funded, which may be from proceeds of the sale of the Series of Bonds, a Credit Facility, an equity contribution or any other method as set forth in the Supplemental Resolution. It shall provide for the replenishment of any deficiencies in such account, the valuation of such account, the application of any investment earnings in such account and any other particular of such account as the City deems appropriate. Amounts in any account in the Debt Service Reserve Fund shall be used only for the benefit of the holders of the Series of Bonds which were issued pursuant to the Supplemental Resolution establishing such account and not for the benefit of the holders of any other Series of Bonds.

In lieu of the deposit of moneys in the Debt Service Reserve Fund, or in substitution of moneys previously deposited therein, the City at any time may cause to be credited to the Debt Service Reserve Fund, from a Qualified Financial Institution, a Credit Facility for the benefit of the Owners of the Bonds equal to the difference between the Debt Service Reserve Fund

Requirement and all other amounts then on deposit (or, in the case of substitution of moneys previously on deposit therein, the amount remaining on deposit) in the Debt Service Reserve Fund. Any funds in the Debt Service Reserve Fund that are subsequently replaced by a Credit Facility shall be transferred by the Trustee to the Contingency Reserve Fund, the Special Redemption Fund or the Construction Fund, as the City shall direct; provided that the City may direct the Trustee to transfer such funds to any other Fund or Account under this Resolution or otherwise upon advice from bond counsel to the effect that such transfer will not adversely affect the tax-exempt nature of the interest on any series of Bonds Outstanding. The Credit Facility shall be payable (upon the giving of notice as required thereunder) on any date on which moneys will be required to be withdrawn from the Debt Service Reserve Fund and applied to the payment of the principal of or interest on any Bonds of such Series and such withdrawals cannot be made by amounts credited to the Debt Service Reserve Fund. Any Credit Facility shall be provided by a Qualified Financial Institution. If a disbursement is made pursuant to a Credit Facility provided pursuant to this paragraph the City shall be obligated either (i) to reinstate the maximum limits of such Credit Facility or (ii) to deposit funds into the Debt Service Reserve Fund in accordance with this Section 5.4, or a combination of such alternatives, as shall provide that the amount credited to the Debt Service Reserve Fund equals the Debt Service Reserve Fund Requirement." In the event that the City elects to substitute a Credit Facility for moneys deposited in the Debt Service Reserve Fund, the City shall give notice of such substitution to all rating agencies then rating the Bonds.

ANY CREDIT FACILITY DEPOSITED IN THE DEBT SERVICE RESERVE FUND WITH RESPECT TO AN OUTSTANDING SERIES OF BONDS AND THAT RELATED SERIES OF BONDS SHALL BE DISREGARDED IN DETERMINING THE DEBT SERVICE RESERVE FUND REQUIREMENT FOR OTHER BONDS OUTSTANDING UNDER THE RESOLUTION.

Section 5.5. Contingency Reserve Fund.

There is hereby established a special reserve fund of the City to be held in trust and administered by the Trustee and to be known as the "Wastewater System Revenue Bond Contingency Reserve Fund." Any Supplemental Resolution providing for the issuance of a Series of Bonds may provide for a deposit from the proceeds of the Bonds into the Contingency Reserve Fund in an amount to be specified in such Supplemental Resolution.

Unless otherwise specified in a Supplemental Resolution for the initial deposits into and funding of the Contingency Reserve Fund, on or before the twenty-fifth day of each month the City shall pay from the Revenue Fund to the Contingency Reserve Fund an amount equal to the lesser of (i) one-twelfth of the Contingency Reserve Fund Requirement or (ii) the amount necessary so that the balance in the fund is not less than the Contingency Reserve Fund Requirement.

The City, upon submission of a requisition to the Trustee, may direct the Trustee to transfer moneys from the Contingency Reserve Fund to the City to pay for Operating Expenses or to the payment of extraordinary expenses of the Wastewater System, or to the costs of repairs to the Wastewater System or to decommissioning or termination of facilities. In addition, if there is a deficiency in the Interest Account, Principal Account or Sinking Fund Account, after

first taking account of any transfer from the Debt Service Reserve Fund, the Trustee shall make up the deficiency by transfer from the Contingency Reserve Fund.

If the amount in the Contingency Reserve Fund is greater than the Contingency Reserve Fund Requirement on the last day of any Fiscal Year, the excess shall be dealt with in the manner provided for earnings from investment of the Contingency Reserve Fund.

Section 5.6. Construction Fund.

There is hereby established a special trust fund of the City to be held and administered by the Trustee and to be known as the "Wastewater System Revenue Bond Construction Fund." Moneys in the Construction Fund shall be applied to the payment of the Project Costs of the respective Projects for which the Bonds are issued. Before any payment is made for this purpose from the Construction Fund, the City shall file with the Trustee a written order, signed by an Authorized Officer identifying the Project and (i) the name and address of the person to whom the payment is due, (ii) the item or items to be paid, (iii) the amount to be paid for each item, (iv) that the items to be paid have been incurred by the City (or is an amount required to be paid by the City under a joint ownership agreement as a deposit or as its share of the costs to be paid for a period pursuant to periodic estimates), that each item is a proper item for payment from the Construction Fund and that the amount to be paid has not already been paid from any fund or account maintained by a Trustee under the Resolution, and (v) if payment is to be made to the City, that the City has advanced payment for the item from other funds.

Section 5.7. Working Capital.

Where Bond proceeds are to be used to provide working capital, they may be transferred from the Construction Fund to the Revenue Fund upon receipt by the Trustee of a certificate of the Consulting Engineer that they are not needed for other Project Costs and a certificate of the City, executed on its behalf by an Authorized Officer, that they are needed for expenditure within six months to pay costs payable from the Revenue Fund and attributable to the Project and not otherwise provided by Bond proceeds.

Section 5.8. Project Completion.

As soon as practicable after the Date of Commercial Operation of a Project financed by Bonds, the Consulting Engineer shall file a certificate with the Trustee and the Bond Bank stating that the Project has been completed, giving its Date of Commercial Operation, and setting forth any remaining Project Costs of the Project (including contingencies and disputed items) to be paid from the Construction Fund. Any balance of moneys for the Project in Construction Fund not needed to pay the remaining Project Costs shall be deposited in the account for such Series, if any, in the Debt Service Reserve Fund to the extent necessary to cause the amount on deposit therein to equal the Debt Service Reserve Fund requirement, if any, for such Series of Bonds, and the balance shall be transferred to the Contingency Reserve Fund or to the Special Redemption Fund or retained in the Construction Fund for the purpose of paying Project Costs of other Projects, as the City shall determine.

As soon as practicable after final payment of the Project Costs of a Project financed by Bonds, the Consulting Engineer shall file a certificate with the Trustee and the Council Bank stating that no Project Costs of the Project remain to be paid from the Construction Fund and any balance of moneys for the Project then in the Construction Fund shall be transferred or retained in the foregoing order of priority.

Section 5.9. Special Redemption Fund.

There is hereby established a special trust fund of the City to be held and administered by the Trustee and to be known as the "Wastewater System Revenue Bond Special Redemption Fund". Moneys in the Special Redemption Fund shall be applied by the Trustee as soon as practicable to the purchase or redemption of Bonds. The purchase price shall not exceed the earliest available redemption price.

Except as otherwise provided in the Supplemental Resolution providing for the issuance of a Series of Bonds for a Project, moneys in the Special Redemption Fund borrowed for or attributable to the Project shall be used to purchase or redeem Bonds of that Series (to the extent issued for that Project), and, if more than one Series of Bonds has been issued for the Project, the Trustee shall select the Series to be redeemed as directed by the City (or in its own discretion if no direction is received).

Moneys in the Special Redemption Fund not borrowed for a Project or attributable to a Project financed by Bonds shall be used to purchase or redeem Bonds of such one or more Series as may be directed by the City (or selected by the Trustee in its own discretion if no direction is received).

Nothing in this Section shall be deemed to authorize redemption of any Series of Bonds otherwise than in accordance with their terms.

Section 5.10. Investment of Funds.

(A) Moneys in the Revenue Fund not needed for immediate disbursement may be invested by the City as permitted by law.

(B) Other moneys held by the City or by the Trustee which are not needed for immediate disbursement shall, to the extent practicable and reasonable, be invested in Investment Securities by the City, or by the Trustee as directed by the City (or in the discretion of the Trustee if no direction is received from the City), as the case may be, subject to the following:

(1) Moneys in the Debt Service Fund shall be invested in Investment Securities maturing or subject to redemption at the option of the City on or prior to the dates when the moneys will be required for expenditure.

(2) Moneys in the Debt Service Reserve Fund, if any, shall be invested in Investment Securities maturing or subject to redemption at the option of the owner within ten years from the date of investment.

(3) Moneys in the Contingency Reserve Fund shall be invested in Investment Securities maturing or subject to redemption at the option of the owner within five years from the date of investment.

(4) Moneys in the Construction Fund shall be invested in Investment Securities maturing or subject to redemption at the option of the owner on or prior to the dates when the moneys are expected to be required for expenditure. Any investment made by the Trustee shall be made with due regard to the latest estimates with respect to the amounts needed from time to time to pay Project Costs from the Constitution Fund.

(5) Moneys in the Special Redemption Fund shall be invested in Investment Securities maturing or subject to redemption at the option of the owner on or before the dates when the moneys are expected to be required for expenditure.

(6) Moneys in several funds or accounts may be invested in undivided interests in the same Investment Securities if they are otherwise eligible for each of the several funds or accounts. Investment Securities may be transferred in kind at fair market value when deposits or transfers are required if they are eligible for the transferee or depository fund or account.

(7) In the event that invested moneys in a fund or account are required for expenditure or transfer, Investment Securities shall be sold or redeemed to the extent necessary. Investment Securities may be sold by one fund or account to another if eligible for investment by the latter.

(C) Except as otherwise provided below, all income from the investment of any fund or account established under the Resolution (including net profit from the sale of any investment) shall be deposited in the Revenue Fund. Income from investment of the Special Redemption Fund shall accrue to it except that any income not needed to pay or redeem Bonds shall be subject to the provisions of the preceding sentence. For the period until the Date of Commercial Operation of a Project financed by Bonds (or until the Project is discontinued pursuant to Section 7.13), income accruing from investment of the proceeds of Bonds issued to finance or refinance the Project which have been deposited in the Interest Account, the Construction Fund, the account in the Debt Service Reserve Fund for such series of Bonds, and the Contingency Reserve Fund, including income on the income, shall when received, be deposited in the Construction Fund, or, if so directed by the City, in the Interest Account, or as otherwise provided by the Supplemental Resolution under which the Bonds are issued for the Project. Any loss from investment of a fund or account shall be charged to the fund or account, but unless otherwise made up, shall be set off against income from investment of the funds or account which would otherwise be deposited in another fund or account. In addition, any loss from investment of the Debt Service Fund, the Debt Service Reserve Fund, the Contingency Reserve Fund, and the Construction Fund (in that order) shall, unless otherwise made up, be made up by the transfer of income from investment of any fund or account other than the Revenue Fund.

(D) Investments shall be valued at the lower of market or cost (plus amortized discount of minus amortized premium but excluding accrued interest to the date of purchase) plus accrued interest to the date as of which they are valued.

ARTICLE VI TRUSTEE AND PAYING AGENTS

Section 6.1. Qualifications and Appointment of Trustee; Resignation or Removal.

The Trustee shall be a trust company or bank having the powers of trust companies within or outside of the State of Vermont. The Trustee shall have a combined capital and surplus of not less than Twenty Million Dollars.

The initial Trustee shall be appointed by the City by Supplemental Resolution.

The Trustee may resign upon not less than (60) days notice given in writing to the City and published in accordance with Section 13.6.

If a Trustee ceases to be eligible, or becomes incapable of acting, or is adjudged a bankrupt or insolvent, or a receiver of the Trustee or of its property is appointed, or a public officer takes the control of the Trustee or of its property or affairs, (a) the City may remove the Trustee by written notice to the Trustee and the Bondowner or (b) any Bondowner, on behalf of himself and all others similarly situated, may petition a court of competent jurisdiction for the removal of the Trustee. The court may thereupon remove the Trustee after such notice, if any, as it may deem proper or as may be required by law.

A Trustee may also be removed at any time by the written direction of the owners of a majority in principal amount of the outstanding Bonds.

In the event of the resignation or removal of a Trustee or a vacancy from any other cause, a successor may be appointed by written direction of the owners of not less than a majority in principal amount of the outstanding Bonds. The City may appoint a successor to fill the vacancy until a new Trustee is appointed by the Bondowners and shall do so if the vacancy occurs before a successor has been appointed by the Bondowners.

If no successor is appointed within fifty (50) days after publication of a notice of resignation, the remaining Trustee, or any Bondowner on behalf of himself and all others similarly situated, may petition a court of competent jurisdiction for the appointment of a successor Trustee. The court may thereupon appoint a successor Trustee after such notice, if any, as it may deem proper or as may be required by law.

A successor Trustee shall execute and deliver to its predecessor and to the City a written instrument accepting appointment and thereupon the successor Trustee shall become fully vested with all the rights, powers, duties and obligations of its predecessor in trust without any further act or conveyance; but the predecessor shall from time to time execute, deliver, record and file such instruments as the successor may reasonably require to confirm or perfect succession.

Upon acceptance of appointment the successor Trustee shall publish notice of the succession in accordance with Section 13.6.

Any corporation into which a Trustee may be merged or with which it may be consolidated, or any corporation resulting from a merger or consolidation to which a Trustee is a party, or any corporation to which a Trustee may sell or transfer all or substantially all of its corporate trust business, shall be a successor Trustee under the Resolution without further action under this Section.

Notwithstanding anything to the contrary in this Section, an entity shall not become successor Trustee pursuant to this Section unless it meets the qualifications of the first paragraph of this Section.

Section 6.2. Responsibility of Trustee; Reliance on Certificates and Opinions.

Prior to an Event of Default of which a Trustee has actual knowledge, and after the curing or waiving of all Events of Default actually known to the Trustee, the Trustee shall not be liable except for the performance of the duties specifically set out in the Resolution. In case of an Event of Default of which the Trustee has actual knowledge, the Trustee shall use the same degree of care and skill in the exercise of the rights and powers vested in it by the Resolution as a prudent man would use in the conduct of his own affairs.

A Trustee shall not be liable for an error of judgment made in good faith by a responsible officer or officers unless the Trustee was negligent in ascertaining the pertinent facts; or for any action taken or omitted to be taken by it in good faith, in accordance with the direction of the owners of not less than a majority in principal amount of the outstanding bonds, relating to the time, method and place of pursuing any remedy or exercising any trust or power under the Resolution. A Trustee shall be protected when acting in good faith upon advice of counsel, who may be counsel to the City.

Section 6.3. Evidencing of Compliance with Conditions Precedent.

When any action by a trustee is called for by the Resolution, the Trustee may conclusively rely upon certificates or opinions conforming to the requirements of the Resolution with respect to satisfying any conditions precedent for the action to be taken or it may defer action pending receipt of such additional evidence (if any) as the Trustee may require for the purpose.

Section 6.4. Statements of Funds and Accounts.

Not more than ninety (90) days after the close of each Fiscal Year, each Trustee shall furnish to the City and to any Bondowner filing with the Trustee a written request for the same, a statement (a) the receipts and disbursements of moneys by the Trustee during the Fiscal Year under the Resolution, (b) the amount held by the Trustee at the end of the Fiscal Year in each fund or account under the Resolution, (c) the investments held by the Trustee in each fund or account as of the end of the Fiscal Year, (d) the principal amount of Bonds purchased by the

Trustee during the Fiscal Year from moneys in any fund or account under the Resolution and the purchase prices of the bonds, (e) the principal amount of Bonds redeemed by the Trustee during the Fiscal Year from each fund or account and the redemption prices, and (f) any other information which the City may reasonably request.

Section 6.5. Access to Bondowner List.

At reasonable times and under reasonable regulations established by the Trustee, the Bond Register may be inspected and copied by the City or by the owners (or a designated representative thereof) of ten per cent (10%) or more in principal amount of the outstanding Bonds, the ownership of the Bonds and the authority of a designated representative to be evidenced to the satisfaction of the Trustee.

Section 6.6. Trustee May File Proofs of Claims.

The Trustee may file such proofs of claim and other papers or documents as may be necessary or advisable in order to have claims of the Trustee and of the Bondowners allowed in judicial proceedings relative to the City, its creditors or its properties.

Section 6.7. Trustee Not Responsible for Acts of the City; No Representations by Trustee.

The Trustee shall not be responsible or have any liability for any act of the City. The Trustee shall not be responsible for the correctness of any recitals or representations in the Resolution or in the bonds, all of which are made solely by the City. The Trustee makes no representation as to, or has any responsibility for, the validity of the Resolution or of the bonds.

Section 6.8. Trustee and Paying Agents May Deal in Bonds and Other Indebtedness of the City.

The Trustee and its directors, officers, employees and agents, and each Paying Agent and its directors, officers, employees and agents, may buy, sell, hold and deal in any of the Bonds, may join in any action which any Bondowner may be entitled or take, and may enter into other commercial or financial relationships with the City, as if the Trustee or Paying Agent were not a Trustee or Paying Agent.

Section 6.9. Fees and Expenses of Trustee and Paying Agents.

The Trustee shall be entitled to reasonable fees and reimbursement by the City for all expenses reasonably incurred by it in the performance of its duties and powers under the Resolution including reasonable attorney's fees. The Trustee shall have a lien for these fees and reimbursement on the moneys pledged to secure the Bonds and held by it under the Resolution, prior to the lien of the Bondowners. Each Paying Agent shall also be entitled to reasonable fees and to reimbursement by the City for all expenses reasonably incurred by it in the performance of its duties.

**ARTICLE VII
COVENANTS TO SECURE BONDS**

Section 7.1. Rate Covenant.

(A) The City shall establish and collect rates and charges for wastewater collection and disposal and all other commodities and services supplied by the Wastewater System adequate at all times, with other available funds, to provide for the proper operation and maintenance of the Wastewater System and for the timely payment of the principal of all bonds, notes or other evidences of indebtedness payable from the Revenues and all other required payments in connection with the Wastewater System.

(B) Without limiting the generality of the foregoing, the City shall establish and collect rates and charges sufficient so that in each Fiscal Year its Net Revenues will be at least equal to the sum of one hundred twenty-five per cent (125%) of Debt Service.

(C) Promptly upon any material change in the circumstances which were contemplated at the time such rates and charges were most recently reviewed, but not less frequently than once in each Fiscal Year, the City shall review the rates and charges for its services and shall promptly revise such rates and charges as necessary to comply with the foregoing requirements.

The City further covenants that, if at any time the Net Revenues shall not be sufficient to provide such amounts, it will revise the rates and charges for the services and facilities furnished by the Wastewater System and, if necessary, it will revise its regulations in relation to the collection of bills for such services and facilities, so that the rates and charges collected in the current and each subsequent twelve-month period will result in Net Revenues sufficient to provide such amounts.

The City covenants that if, in any twelve-month period, the Net Revenues shall not have been sufficient to provide the amounts set forth in paragraph (B) of this Section, it will, before the 1st day of the third month following the determination of such insufficiency, request the Consulting Engineers to make their recommendations as to a revision of the rates and charges for the use of the services and facilities furnished by the Wastewater System.

In the event that the City shall fail to adjust the schedule of rates and charges in accordance with the provisions of this Section, the Trustee, the owners of not less than ten per centum (10%) in principal amount of all Bonds then outstanding may institute and prosecute in a court of competent jurisdiction an appropriate suit, action or proceeding to compel the City to adjust such schedule in accordance with the requirements of this Section, and the City covenants that it will adopt and charge rates and charges in compliance with any judgment, order or decree entered in any such suit, action or proceeding.

Section 7.2. Annual Budget.

At least thirty (30) days before the beginning of each Fiscal Year, the City shall file a preliminary annual operating budget with the Trustee. At least one (1) day before the beginning

of each Fiscal Year, the City shall adopt and file with the Trustee and the Bond Bank the annual operating budget for the Fiscal Year then in progress. The budget shall show projected Operating Expenses, Debt Service and other payments from the Revenue Fund and the Revenues to be available to pay the same. The City shall not incur aggregate Operating Expenses in any Fiscal Year in excess of the aggregate amount shown in the annual budget as amended and supplemented except in case of emergency and shall promptly file a written report of any such excess expenditure with the Trustee. The Trustee shall have no duty with respect to matters filed pursuant to this Section except to send copies to Bondowners upon request.

Section 7.3. Consulting Engineer.

The City shall retain one or more independent consulting engineers or engineering firms or corporations, having a national reputation for knowledge and experience in analyzing the operations of Wastewater utility systems, to perform the duties of the Consulting Engineer under the Resolution. The duties of the Consulting Engineer may be performed solely by one or cumulatively by several persons or firms qualifying as Consulting Engineer. One person or firm serving as Consulting Engineer may rely on a certificate or opinion of another person or firm serving as Consulting Engineer.

In addition to the requirements of Section 7.1 hereof, at least once in each three Fiscal Years, beginning in the first Fiscal Year following the issuance of the Series 2014 Bonds, the Consulting Engineer shall make an examination of and report on the properties and operations of the Wastewater System, including recommendations as to (i) changes in operation and maintenance, (ii) improvements necessary or desirable to maintain or improve the operating condition of the Wastewater System and (iii) changes in rates and charges needed to meet the requirements of Section 7.1. The report shall state whether there has come to the attention of the Consulting Engineer in the course of its examination any default by the City with respect to the Resolution or the Bonds, and if so, the nature of the default. A copy of the report shall be filed promptly with the City, Trustee and sent to any Bondowner filing a written request with the Trustee.

On the filing of the report, the City shall undertake a review of the business of the Wastewater System and shall promptly take such action as it finds necessary to cure any default mentioned in the report.

Section 7.4. Operation, Maintenance and Improvement of the Wastewater System.

The City shall operate and maintain the Wastewater System and make improvements to the same in accordance with Prudent Utility Practice.

Section 7.5. Insurance.

The City shall carry insurance, to the extent reasonably available, with a responsible insurance company or companies selected by the City to assume the risk thereof, covering the portion of the Wastewater System as are customarily insured, and against loss (including loss of

revenues) or damage from such causes as are customarily insured against, by companies engaged in similar business.

All such policies shall be for the benefit of the City and the Trustee as their interests may appear. The proceeds of any and all such insurance received by the City shall be deposited with the Trustee and shall be subject to the lien and pledge of this Resolution in favor of the owners of the Bonds. No policy naming the Trustee as an insured shall be cancelled without thirty (30) days' notice to the Trustee.

The City covenants that, except as hereinafter provided in this Section 7.5, immediately after any loss or damage to any portion of the Wastewater System resulting from any cause, whether or not such loss or damage shall be covered by insurance, it will proceed with, and diligently prosecute, the repairing, replacing or reconstructing (either in accordance with the original or a different design) of the damaged or destroyed property or it shall acquire Improvements, unless it shall determine that the repair, replacement or reconstruction of such property is not essential to the efficient operation of the Wastewater System; provided however, that should the amount of such loss or damage exceed one percent (1%) of the book value as reported in the most recent audited financial statements of the Wastewater System, the City shall receive an opinion of the Consulting Engineers that such repair, replacement or reconstruction or acquisition of such Improvements is not essential to the efficient operating of the Wastewater System or to the City's ability to meet the rate covenant contained in Section 7.1 hereof.

Except as hereinafter provided the proceeds of all insurance referred to in this Section shall be available for and shall, to the extent necessary, be applied to the repair, replacement or reconstruction of the damaged or destroyed property or the acquisition of new Improvements, and shall be paid out and invested in the manner hereinabove provided for payments and investments held for the credit of the Construction Fund. If such proceeds are more than sufficient for such purpose, the balance remaining shall be devoted to the credit of the Contingency Reserve Fund. If such proceeds shall be insufficient for such purpose, the deficiency may be supplied out of any moneys in the Contingency Reserve Fund.

If the amount of insurance proceeds exceeds five percent (5%) of the Wastewater System, the City, after depositing to the credit of the Contingency Reserve Fund such amounts as are necessary to make up any deficiencies therein, may at its option elect to apply all or a portion of any insurance proceeds to the purchase or redemption of Bonds Outstanding in whole at any time, or in part on any interest payment date, in such amounts and of such maturities as directed by the City and by lot within a maturity; provided, however, that if less than all of the Bonds shall be redeemed, the City shall first receive and file with the Trustee an opinion from the Consulting Engineers that the repair, replacement or reconstruction of the lost or damaged property is not essential to the efficient operation of the Wastewater System and that the Net Revenues for each of the five Fiscal Years following such redemption will be sufficient to meet the rate covenant contained in Section 7.1 hereof. In the event the City elects to redeem bonds, it shall deposit such insurance proceeds in accordance with Section 5.9. The amount paid at the purchase or redemption of any Bond pursuant to this Section shall not exceed the redemption price of such Bond. The purchase or redemption of the Bonds of any Series with insurance proceeds shall reduce the sinking fund requirements, if any, for such Series on a pro rata basis.

All insurance policies shall be open to the inspection of the Bondowners and their representatives at all reasonable times.

Notwithstanding the foregoing provisions of this Section, the City may institute and maintain self-insurance programs with regard to such risks as shall be consistent with the recommendations of a qualified and recognized insurance consultant.

Within sixty days after the close of each Fiscal Year, the City shall file with the Trustee a certificate describing the insurance then in effect. The Trustee shall have no duty with respect to the certificate except to send copies to Bondowners upon request.

Section 7.6. Not to Encumber or Dispose of the Revenues or Properties of the Wastewater System.

The City shall not sell, mortgage, lease or otherwise dispose of or encumber the Revenues or any properties of the Wastewater System, except that:

(A) The City may sell, lease, or otherwise dispose of any portion of the properties of the Wastewater System which in the reasonable judgment of the City has become unserviceable, obsolete or worn out, or no longer necessary in the operation of the Wastewater System or which is to be or have been replaced by other property. Proceeds of a sale, lease or other disposition pursuant to this paragraph shall be paid into the Revenue Fund if the balance in any year is not in excess of \$250,000 or one per cent of the principal amount of the outstanding Bonds, whichever is greater. If the proceeds in any year exceeds that sum, it shall be deposited, as the City shall determine, in the Contingency Reserve Fund, the Construction Fund (for the purpose of paying Project Costs or Projects designated by the City) or the Special Redemption Fund; provided, however, that if the moneys are not deposited in the Special Redemption Fund, the City shall obtain a certificate of a Consulting Engineer that the disposition is in statements required by Section 2.3 (A) (2) (d) as if the date of sale, lease or other disposition were a date of issuance of Bonds.

(B) The City may sell, lease, or otherwise dispose of any portion of the properties of the Wastewater System upon filing with the Trustee a certificate of the Consulting Engineer stating that the sale, lease or other disposition is in accordance with Prudent Utility Practice and containing the statements required by Section 2.3 (A) (2) (d) as if the date of the sale, lease or other disposition were a date of issuance of Bonds. Proceeds of a sale, lease or other disposition pursuant to this paragraph shall be paid into the Revenue Fund if it is not in excess of \$250,000 or one per cent of the principal amount of the outstanding Bonds, whichever is greater. If the proceeds exceed that sum, they shall be deposited, as the City shall determine, in the Contingency Reserve Fund, the Construction Fund (for the purpose of paying Project Costs of Projects designated by the City) or the Special Redemption Fund.

(C) If any portion of the properties of the Wastewater System is taken by eminent domain, or if a jointly-owned facility is terminated or permanently shut down as provided in the applicable ownership agreement, except as otherwise provided in the ownership agreement, any

moneys received by the City as a result shall be paid into the Revenue Fund if they are not in excess of \$250,000 or one per cent of the principal amount of the Outstanding Bonds, whichever is greater. If the moneys exceed that sum, they shall be deposited, as the City shall determine, in the Contingency Reserve Fund, the Construction Funds (for purpose of paying Project Costs of Projects designated by the City) or the Special Redemption Fund; provided, however, that if the moneys are not deposited in the Special Redemption Fund, the City shall obtain a certificate of a Consulting Engineer containing the statements required by Section 2.3 (A) (2) (d) as if that date of taking or shut down were a date of issuance of Bonds.

(D) The City may make such transfers of interests in any jointly-owned Project as may be required by an applicable ownership agreement and, except as otherwise provided in the ownership agreement, any moneys received by the City as a result shall be applied as provided in the immediately preceding paragraph.

(E) The City may apply the Revenues as provided in this Resolution, may encumber the Revenues for the benefit of the Bondowners to the extent and in the manner provided in this Resolution and may otherwise encumber the Revenues to the extent and in the manner provided in Section 2.5.

(F) The City may encumber the Properties of the Wastewater System in connection with bond secured by a subordinate pledge of Net Revenues as set forth in Section 2.5.

Section 7.7. Books of Account; Annual Audit.

The City shall keep proper books and accounts relating to the Wastewater System. Within one hundred fifty (150) days after the end of each Fiscal Year, the City shall file with the Trustee and the Bond Bank an annual financial statement, certified by an independent certified or registered public accountant or an independent firm of certified or registered public accountants. In addition to other matters required by law or sound accounting or auditing practice, the financial statement shall cover the transactions in the funds and accounts held by the City and the Trustee under this Resolution. The report of the auditor shall state whether there has come to the attention of the auditor in the course of its examination any default by the City with respect to the Resolution or the Bonds and, if so, the nature of the default. A copy of the audited financial statement shall be sent to any Bondowner filing a written request with the Trustee.

Section 7.8. Payment of Taxes and Other Claims.

The City shall make timely payments of all taxes, assessments and other governmental charges lawfully imposed upon the properties constituting the Wastewater System or upon the Revenues, as well as all lawful claims for labor, materials and supplies which, if not paid, might become a lien or charge upon any part of the Wastewater System, or upon any of the Revenues; but the failure to do so will not be considered a violation of the Section so long as the City is in good faith contesting the validity of the tax, assessment, charge or claim and so long as the City deposits a bond or establishes an escrow sufficient to insure that the Wastewater System, or any part thereof, will not be lost for such nonpayment of taxes or other claims.

Section 7.9. To Maintain Franchises and Other Rights.

The City shall not allow franchises or permits to lapse so long as the same are necessary for the operation of the Wastewater System.

Section 7.10. Employees' Fidelity Bonds.

The City shall require employees or agents of the City collecting or handling money in connection with the operation of the properties of the Wastewater System to obtain fidelity bonds with responsible surety companies as surety in accordance with Prudent Utility Practice.

Section 7.11. Not to Furnish Free Service.

The City shall not provide wastewater collection and treatment and related services or other commodities or services from the Wastewater System free of charge to any person, firm or corporation, public or private. The City may, however, provide services or reduced rates to itself in lieu of taxes. The City shall duly enforce the payment of delinquent accounts by filing suits, actions or proceedings or by exercising other remedies, to the extent permitted by law.

Section 7.12. To Carry Out Projects.

The City shall proceed with due diligence to carry out and complete the Projects financed by the issuance of Bonds or, in the case of Bonds issued under Section 2.3 (C), to complete the work financed by the Bonds. Notwithstanding the foregoing, the City may discontinue a Project (or work financed under Section 2.3 (C)) by written notice to the Trustee with a certificate of the Consulting Engineer stating that, by reason of change of circumstance not reasonably expected at the time of issuance of the Bonds, completion of the Project (or work) is no longer consistent with Prudent Utility Practice or, in the case of a jointly-owned Project, the Project may be discontinued as provided in the applicable ownership agreement. The moneys for the Project in the Construction Fund not needed to pay Project Costs of the Project (as determined by a certificate of the Consulting Engineer) shall be deposited, as the City shall determine, in the Contingency Reserve Fund, the Construction Fund (for the purpose of paying Project Costs or Projects designated by the City) or the Special Redemption Fund; provided, however, that of the moneys are not deposited in the Special Redemption Fund, the City shall obtain an Opinion of Bond Counsel that such application will not adversely affect the tax status of any outstanding Bonds.

**ARTICLE VIII
DEFAULTS AND REMEDIES**

Section 8.1. Events of Default.

There shall be an "Event of Default" if any of the following occurs:

(1) If there is a default in the payment of the principal of or redemption of premium, if any, on any of the Bonds when due, whether at maturity or by proceedings for redemption or otherwise.

(2) If the City defaults in any payment to be made into the Debt Service Fund or Debt Service Reserve Fund and the default continues for ten (10) days.

(3) If the City sells, mortgages, leases, or otherwise disposes of or encumbers the Revenues or any properties of the Wastewater System in violation of this Resolution, or makes an agreement to do so or allows any of its franchises or permits necessary for the operation of the Wastewater System to lapse.

(4) If the City defaults in the performance of any other covenant or agreement contained in the Resolution and the default continues for sixty (60) days after written notice to the City by the Trustee or the Bond or to the City, the Trustee and the Bond Bank by the owners of not less than twenty-five per cent (25%) in principal amount of the outstanding Bonds.

(5) If an order, judgment or decree is entered by a court of competent jurisdiction (a) appointing a receiver, trustee, or liquidator for the City or the whole or any substantial part of the Wastewater System, (b) granting relief in involuntary proceedings with respect to the City under the federal Bankruptcy Code, or (c) assuming custody or control of the City or of the whole or any substantial part of the Wastewater System under the provision of any law for the relief of debtors, and the order, judgment or decree is not set aside or stayed within sixty (60) days from the date of the entry of the order, judgment or decree.

(6) If the City (a) admits in writing its inability to pay its debts generally as they become due, (b) commences voluntary proceedings in bankruptcy or seeking a composition of indebtedness, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a receiver of the whole or any substantial part of the Wastewater System, or (e) consents to the assumption by any court of competent jurisdiction under any law for the relief of debtors of custody or control of the City or of the whole or any substantial part of the Wastewater System.

Section 8.2. Acceleration of Maturities.

If an Event of Default occurs and has not been cured, either the Trustee (by notice in writing to the City) or the owners of not less than twenty-five per cent (25%) in principal amount of the outstanding Bonds (by notice in writing to the City, the Trustee, and the Bond Bank) may declare the principal of all outstanding Bonds and the accrued interest to be due and payable immediately.

Upon the curing of all outstanding Events of Default (other than the payment of principal or interest coming due by reason of the acceleration), unless a final judgment has been obtained for any principal or interest coming due by reason of acceleration, the owners of a majority in principal amount of the outstanding Bonds, by written notice to the City and to the Trustee, may annul the acceleration, or, if the Trustee has acted without a direction from the Bondowners, and,

if there has not been delivered to the Trustee a written direction to the contrary by the owners of a majority in principal amount of the outstanding Bonds, the acceleration shall be deemed annulled.

Section 8.3. Inspection of Books and Records.

If an Event of Default happens and has not been remedied, the books of record and account of the City relating to the Wastewater System shall at all times be subject to the inspection and use of the Trustee, the Bond Bank, the owners of at least five per cent (5%) in principal amount of the outstanding Bonds and their agents and attorneys.

Section 8.4. Payment of Funds to Trustee; Application of Funds.

If an Event of Default happens and has not been remedied, the City upon demand of the Trustee shall pay over and transfer to the Trustee (i) all funds and investments then held by the City in the funds and accounts held by it under this Resolution and (ii) as promptly as practicable all other or subsequent Revenues. After a transfer of a fund or account under this paragraph, the Trustee shall administer the fund or account until all Events of Default have been cured.

If at any time the available funds are insufficient for the payment of the principal or redemption price and interest then due on the Bonds, the following funds and accounts (other than funds held in trust for the payment or redemption of particular Bonds) shall be used in the order named:

- Interest Account
- Principal Account
- Sinking Fund Account
- Debt Service Reserve Fund
- Contingency Reserve Fund
- Construction Fund
- Special Redemption Fund

and the City shall promptly restore from the Revenue Fund pursuant to paragraph Second of Section 5.2 any amount taken for this purpose from any fund or account other than the Interest Account, Principal Account or Sinking Fund Account. The moneys shall be applied in the following order of priority:

First, to the payment of all unpaid interest then due (including any interest on overdue principal and, to the extent permitted by law, interest on overdue interest at the same rate) in the order in which the same became due, and, if the amount available is sufficient to pay the unpaid interest which became due on any date in part but not in full, then to the payment of that interest ratably.

Second, to the payment ratably or the unpaid principal or redemption price then due.

Whenever moneys are to be so applied, they shall be applied by the Trustee at such times as it shall determine, having due regard to the amount available and the likelihood of additional moneys becoming available. The Trustee shall give such notice of the date as it may deem appropriate and shall not be required to make payment to the owner of any unpaid Bond unless the Bond is presented for appropriate endorsement.

Interest on overdue principal (to the extent permitted by law) shall accrue and be payable daily but, for the purpose of applying the order of priority prescribed by this Section, it shall be treated as if it became due on the regular payment dates.

Section 8.5. Suits at Law or in Equity.

(A) As provided in the Act, any owner or owners of the Bonds and the Trustee shall have the right in addition to all other rights:

(1) By mandamus or other suit, action or proceedings in any court of competent jurisdiction, to enforce their rights against the City, the Council and any other proper officer, agent or employee of any of them, including the right to require the City, the Council, and any proper officer, agent or employee of any of them, to fix and collect rates and charges adequate to carry out any agreement made in the Resolution as to rates and charges, or to carry out the pledge of Revenues made by the Resolution, and to require the City, Council, and any officer, agent or employee of any of them to carry out any other covenants or agreements made in the Resolution or in the Bonds and to perform their duties under the Act.

(2) By action or suit in equity, to enjoin any acts or things which may be unlawful or a violation of the rights of the owner or owners of the Bonds.

(B) As authorized by the Act, the City confers upon the owners of not less than twenty-five per cent (25%) of the principal amount of the outstanding Bonds and the Trustee the right in case of an Event of Default:

(1) By suit, action or proceedings in any court of competent jurisdiction to obtain the appointment of a receiver of the whole or any part or parts of the Wastewater System. If a receiver is appointed, he may enter and take possession of the same, operate and maintain it, and collect and receive all Revenues arising from it in the same manner as the City itself might do and shall deposit the Revenues in a separate account or accounts and apply the same in accordance with the obligations of the City.

(2) By suit, action or proceeding in any court of competent jurisdiction to require the City to account as if it were the trustee of an express trust.

(C) All rights of action under the Resolution may be enforced by the Trustee without the possession of any of the Bonds and without producing them at the trial of other proceedings.

(D) The owners of not less than a majority in principal amount of the outstanding Bonds may direct the time, method, and place of conducting any remedial proceeding available to the

Trustee, provided that the Trustee is provided with adequate security and indemnity and shall have the right to decline to follow the direction (i) if the Trustee is advised by counsel that the action or proceeding may not lawfully be taken or (ii) if the Trustee determines in good faith that the action or proceeding would involve the Trustee in personal liability or that the action or proceeding would be unjustly prejudicial to the owners of Bonds not parties to the direction.

Section 8.6. Remedies Not Exclusive.

No remedy conferred by the Resolution upon the Trustee or the owners of the Bonds is intended to be exclusive of any other remedy, but each shall be in addition to every other remedy given under the Resolution or provided at law or in equity or by statute.

Section 8.7. Waivers of Default.

No delay or omission of the Trustee or of any owner of Bonds to exercise any right or power arising upon the happening of an Event of Default shall impair any right or power or be construed to be a waiver of the Event of Default.

The owners of not less than fifty per cent (50%) in principal amount of the outstanding Bonds may, on behalf of the owners of all of the Bonds, waive any past default under the Resolution and its consequences, except a default in the payment of the principal or redemption price of and interest on any of the Bonds. No such waiver shall extend to any subsequent or other default.

Section 8.8. Notice of Events of Defaults.

Within sixty (60) days after the occurrence of an Event of Default becomes known to the Trustee, the Trustee shall mail notice of the Event of Default to the Bond Bank and the Bondowner, in the manner provided in Section 13.3, unless the Event of Default has been cured before the giving of the notice; provided that the Trustee shall give the notice as promptly as the interests of the Bondowners appear to require and shall be protected in withholding notice if the board of directors, the executive committee, or a trust committee of the Trustee determines in good faith that the withholding of the notice is in the interests of the Bondowners.

**ARTICLE IX
AMENDING AND SUPPLEMENTING THE RESOLUTION**

Section 9.1. Without Consent of Bondowners.

The City may from time to time, with the written concurrence of the Trustee but without the consent of any Bondowner, adopt Supplemental Resolutions, (i) to provide for the issuance of additional Bonds pursuant to Article II; (ii) to make changes in the Resolution which may be required to permit the Resolution to be qualified under the Trust Indenture Act of 1939 as amended; (iii) to make provisions relating to the Contingency Reserve Fund as permitted by the Resolution; and (iv) for any one or more of the following purposes:

- (1) To cure or correct any ambiguity, defect or inconsistency in the Resolution;
- (2) To add additional covenants and agreements of the City for the purpose of further securing the payment of the Bonds;
- (3) To limit or surrender any right, power or privilege reserved to or conferred upon the City by the Resolution;
- (4) To confirm any lien or pledge created or intended to be created by the Resolution;
- (5) To confer upon the owners of the Bonds additional rights or remedies or to confer upon the Trustee for the benefit of the owner of the Bonds additional rights, duties, remedies or powers; and
- (6) To modify the Resolution in any other respects; provided that the modification shall not be effective until after the outstanding Bonds cease to be outstanding or until the Bondowners consent pursuant to Section 9.2.

The provisions of Section 9.2 relating to notice of Supplemental Resolutions do not apply to a Supplemental Resolution adopted under this Section except as expressly made applicable by the foregoing clause 6.

Section 9.2. With Consent of Bondowners.

With the written concurrence of the Trustee and the Bond Bank, and the consent of the owners of not less than sixty-six and two-thirds per cent (66-2/3%) in principal amount of the outstanding Bonds, the City may from time to time adopt Supplemental Resolutions for the purpose of making other changes in the Resolution; provided, however, that, without the consent of the owner of each Bond which would be affected, no Supplemental Resolution shall (1) change the maturity date for the payment of the principal of any Bond or the terms of the redemption of the Bond, or reduce the principal amount of any Bond or the redemption price, (2) reduce the percentage of consents required under this proviso for a Supplemental Resolution, or (3) give to any Bond any preference over any other Bond; and provided further that, without consent of the owners of not less than sixty-six and two-thirds per cent (66-2/3%) in principal amount of the outstanding Term Bonds of each Series and maturity which would be affected, no Supplemental Resolution shall (a) change the amount of any sinking fund installments for the retirement of Term Bonds or the due dates of the installments or the terms for the purchase or redemption of Bonds from the installments, or (b) reduce the percentage of consents required under this proviso for a Supplemental Resolution.

It shall not be necessary that the consents of the owners of the Bonds approve the particular wording of the proposed Supplemental Resolution if the consents approve the substance. After the owners of the required percentage of Bonds have filed their consents with the Trustee, the Trustee shall mail notice to the Bondowners in the manner provided in Section 13.3. No action or proceeding to invalidate the Supplemental Resolution or any of the

proceedings for its adoption shall be instituted or maintained unless it is commenced within sixty (60) days after the mailing of the notice.

Section 9.3. Notation upon Bonds; New Bonds Issued Upon Amendments.

Bonds delivered after the effective date of a Supplemental Resolution may bear a notation as to the Supplemental Resolution, by endorsement or otherwise. In that case, upon demand of the owner of any outstanding Bond and the presentation of his Bond to the Trustee or to another Paying Agent, or at such additional office, if any, as the City may select for the purpose, a suitable notation shall be made on the Bond. If the City so determines, new Bonds modified to conform to the amendments made by the Supplemental Resolution shall be prepared and executed. Upon demand of the owner of any Outstanding Bond, the new Bond shall be exchanged, without cost to the owner, for the outstanding Bond at the corporate trust office of the Trustee.

Section 9.4. Effective Date of Supplemental Resolution.

Upon the adoption of a Supplemental Resolution pursuant to this Article, and the delivery to the Trustee of an Opinion of Counsel that the Supplemental Resolution has been duly adopted and is permitted by the Resolution, or upon such later date as may be specified in the Supplemental Resolution, the Supplemental Resolution shall take effect and shall be a part of the Resolution.

Section 9.5. Supplemental Resolution Affecting Trustee and Paying Agents.

No Supplemental Resolution reducing the rights or enlarging the duties and obligations of the Trustee or any Paying Agent shall take effect without the written consent of the affected Trustee or Paying Agent.

ARTICLE X

**EXECUTION OF INSTRUMENTS BY BONDHOLDERS; OWNERSHIP OF BONDS;
EXCLUSION OF BONDS OWNED BY THE CITY**

Section 10.1. Execution of Instruments by Bondowners and Proof of Same.

Any action which may be taken under the Resolution by one or more Bondowners may be taken or authorized by an instrument or instruments signed by the owners in person or by agents duly appointed by written instrument. Proof of the signing of an instrument (including an instrument appointing an agent), and of the holding of Bonds, shall be sufficient if made in the following manner:

(a) The fact and date of the signing may be proved by the certificate of a notary public or other officer empowered by law to take acknowledgement of deeds (in the state where acknowledgement occurs), to the effect that the person signing the instrument acknowledged to him its execution, or may be proved by an affidavit of a witness to the signing.

- (b) The ownership of bonds shall be proved by the books of registry.

Nothing contained in this Section shall be construed as limiting the City or the Trustee, in their separate discretion to the proof specified above. The City and the Trustee in their separate discretion may accept other evidence which to them may seem sufficient.

Any action by the Bondowner under the Resolution shall bind the owner taking the action and every future owner of the same Bond, whether or not the future owner has knowledge of the action; provided that any action by the Bondowner under the Resolution may be revoked by the owner taking the action or by a subsequent owner of the same Bond by a written instrument filed with the City and the Trustee prior to the time when the required percentage of the Bondowners have concurred in the action.

Section 10.2. Exclusion of Bonds Held by City and of Bonds No Longer Deemed Outstanding.

In determining whether the owners of the requisite principal amount of Bonds have concurred in any action under the Resolution, any Bonds which are owned by or for the City and, except for the purpose of Section 11.1, any Bonds which are deemed no longer Outstanding pursuant to Section 11.1, shall be disregarded, but the Trustee shall be protected in relying on the action as to Bonds owned by or for the City unless the Trustee knows them to be so owned.

**ARTICLE XI
DEFEASANCE; MONEYS HELD FOR PAYMENT OF PARTICULAR BONDS**

Section 11.1. Discharge of Pledge; Bonds No Longer Deemed Outstanding.

The obligations of the City under the Resolution and the pledge, covenants and agreements of the City made in the Resolution shall be discharged and satisfied as to any Bond, and the Bond shall no longer be deemed to be Outstanding under the Resolution:

(i) when the Bond has been cancelled or surrendered for cancellation, or has been purchased by the Trustee for moneys held by it under the Resolution (other than under Section 2.6); or

(ii) when payment of the principal or the redemption price of the Bond, whether at maturity or upon redemption or otherwise, or to the date set for payment under Section 8.4 in the case of an overdue Bond, either (a) has been made or (b) has been provided for by irrevocably setting aside with the Trustee for the purpose of (1) moneys sufficient to pay the principal or redemption price or (2) Government Obligations maturing as to principal and interest in such amounts and at such times as will insure the availability of sufficient moneys to pay the principal or redemption price when due, and when all proper fees and expenses of the Trustee and Paying Agents pertaining to the Bond have been paid or provided for to the satisfaction of the Trustee and Paying Agents.

When a Bond is deemed to be no longer Outstanding under the Resolution pursuant to either clause (i) or clause (ii) of this Section, it shall no longer be secured by the Resolution except for the purpose of payment from the moneys or Government Obligations set aside for its payment pursuant to clause (ii) (b).

Notwithstanding the foregoing, in the case of Bonds which are to be redeemed prior to their stated maturities, no deposit under clause (b) of subparagraph (ii) shall operate as a discharge and satisfaction until the Bonds have been irrevocably called or designated for redemption and proper notice of the redemption have been given or provisions satisfactory to the Trustee have been irrevocably made for giving notice.

Any moneys deposited with the Trustee as provided in this Section may be invested and reinvested in Government Obligations maturing in the amounts and times as required and any income from the investment not required for the payment of the principal or redemption price on the Bonds shall be paid to the City and credited to the Revenue Fund.

In the event that the Resolution is defeased with respect to Bonds pursuant to the Section, the Trustee shall mail notice of the defeasance.

Notwithstanding any provision of any other Section of the Resolution, all moneys or Government Obligations set aside pursuant to this Section for the payment of the principal or redemption price of Bonds shall be held in trust and used solely for the payment of the particular Bonds with respect to which the moneys or Investment Securities have been set aside.

Notwithstanding Article IX, if moneys or Government Obligations have been set aside with the Trustee pursuant to this Section for the payment of Bonds, and the Bonds are deemed to be no longer Outstanding under the Resolution, but the Bonds have not in fact been paid, no amendment of this Article shall be made without the consent of the owner of each Bond affected by the amendment.

The City may at any time surrender to the Trustee for cancellation Bonds which the City has acquired for the sinking fund or otherwise and the Bonds shall thereupon be deemed paid and no longer Outstanding.

Section 11.2. Bonds Not Presented for Payment When Due.

If a Bond is not presented for payment when the principal becomes due, and if sufficient funds are held by the Trustee or a Paying Agent for the purpose, liability of the City for the payment shall cease, and the Trustee or Paying Agent shall hold the funds without liability to the owner of the Bond for earnings on the funds, in trust for the benefit of the owner of the Bond. The owner shall thereafter be restricted exclusively to the funds so held for any claim for the payment. Any funds held by the Trustee or any Paying Agent remaining unclaimed for six years after the payment became due shall be paid to the City, and the owner of the Bonds shall thereafter be entitled to look only to the City for payment. Before making a payment to the City under this Section, the Trustee or Paying Agents may publish a notice pursuant to Section 13.6

listing the Bonds not presented and stating that the funds remain unclaimed, and that after a specified date any balance then remaining will be returned to the City.

ARTICLE XII FORM OF BONDS

Section 12.1. Form of Bonds.

The form of the Bonds shall be set forth in the Supplemental Resolution.

ARTICLE XIII MISCELLANEOUS

Section 13.1. Benefits of Resolution Limited to the City, Trustees, and Bondowners.

Nothing in the Resolution or the Bonds is intended to confer upon any person other than the City, the Trustee, the Paying Agents, and the owners of the Bonds any legal or equitable right, remedy, or claim.

Section 13.2. Resolution Binding Upon Succession or Assigns of the City.

The Resolution shall be binding upon the successors and assigns of the City, and shall inure to the benefit of the Trustee, their successors in trust, and the owners of the Bonds.

Section 13.3. Notices to Bondowners.

Except as is otherwise provided in the Resolution, a provision in the Resolution for the mailing of a notice to owners of the Bonds shall be complied with by mailing (a) to each registered owner at their address appearing on the Bond Register.

Section 13.4. Notices to City and Trustee.

Wherever provision is made in the Resolution for a notice, direction, or request to the City or the Trustee, the same shall be complied with by a letter or instrument in writing (i) delivered at or (ii) mailed by registered mail, return receipt requested, to:

(a) in the case of the City, the office of the Chief Administrative Officer with a copy to the principal office of its Public Works Department, attention of the Director (re: Revenue Bonds); and

(b) in the case of a Trustee, the corporate trust office of the Trustee, attention of Corporate Trust Officer (re: City of Burlington, Vermont, Wastewater System Revenue Bonds) or in either case, at such other office or addressed in such other manner as the part to whom the notice is given has designated by written notice to the other parties mentioned in this Section.

Section 13.5. Waiver of Notice.

Notice under the Resolution may be waived by the person entitled to receive it.

Section 13.6. Publication of Notice.

Except as otherwise provided in the Resolution, any provision in the Resolution for giving notice by publication shall be complied with by publication in a daily newspaper of general circulation in the City of Boston, Massachusetts or Burlington, Vermont, and in a daily newspaper of general circulation or a financial journal of substantial circulation in the City of New York, New York, or in either case, if the required publication cannot be accomplished by reason of suspension of publication or otherwise, in a substitute newspaper approved by the Trustee, or, if there is a vacancy in the office of Trustee, by the City.

Section 13.7. Reference to Bond Bank.

If at any time none of the Bonds issued pursuant to the terms of this Resolution are owned by the Bond Bank, then all references to the Bond Bank contained herein shall be deemed deleted and any covenants relating to the Bond Bank shall be of no force or consequence.

Section 13.8. Partial Invalidity.

If any provision of the Resolution is held invalid in any circumstance, that invalidity shall not affect any other provisions or circumstances.

Section 13.9. Law and Peace Enforcement of the Resolution.

The Resolution shall be construed and governed in accordance with the laws of the State of Vermont, and all suits and actions arising out of the Resolution shall be instituted in a court of competent jurisdiction in the State of Vermont.

RESOLUTION

Sponsor(s): Councilors Siegel,
Ayres, Blais: Charter Change Com.

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

Resolution Relating to

MARCH 4, 2014 ANNUAL CITY MEETING--PROPOSED
CHARTER CHANGE RE POLICE CONFISCATION/SEIZURE
OF WEAPONS DURING DOMESTIC ABUSE INCIDENT

CITY OF BURLINGTON

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

That the following question be placed on the ballot of the Annual City Meeting to be held on
March 4, 2014:

“Shall the Charter of the City of Burlington, Acts of 1949, No. 298 as amended be further
amended to add Article 99. General Weapons Requirements Sec. 511 entitled “Police
Confiscation/Seizure During Incident” thereto to read as follows:

Sec. 511. Police Confiscation/Seizure During Incident.

- (a) This act expressly supersedes 24 V.S.A. §§ 2291(8) & 2295 and authorizes the City of Burlington to regulate the possession and control of firearms in the manner indicated below.
- (b) Whenever, within the City of Burlington, a police officer has probable cause to believe that a person has been the victim of domestic abuse, as defined in Chapter 21 of Title 15 of the Vermont Statutes Annotated, the officer may confiscate any firearm, ammunition, or deadly or dangerous weapon, as defined in 13 V.S.A. §4601, in the immediate control or possession of the person alleged to be the abuser.
- (c) A person whose property has been confiscated may request its return, and the police shall return the property within five (5) days of receiving the request, except in the following circumstances:
 - (1) if the property is being held as evidence for a legal proceeding connected with the domestic violence complaint; or
 - (2) after a hearing, a court order is issued denying the request or prohibiting the owner from possessing such property.
- (d) A person who fails to turn over a weapon in the immediate control or possession of an alleged abuser when requested by a police officer pursuant to subparagraph (b) above

42 **Resolution Relating to** MARCH 4, 2014 ANNUAL CITY MEETING--
43 PROPOSED CHARTER CHANGE RE POLICE
44 CONFISCATION/SEIZURE OF WEAPONS DURING
45 DOMESTIC ABUSE INCIDENT
46

47 may be subject to the following penalty:

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

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

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

65 AND, BE IT FURTHER RESOLVED that the printed ballot utilize a short form question
66 to read: "Shall the Burlington City Charter be amended to add Article 99. General Weapons
67 Requirements Sec. 511 entitled "Police Confiscation/Seizure of Weapons During Domestic
68 Abuse Incident," which provides that a police officer may confiscate a weapon in the immediate
69 control or possession of an alleged abuser if the officer has probable cause to believe that
70 domestic abuse has occurred and which provides penalties, including forfeiture of the weapon,
71 for failure to submit to confiscation?"

72 AND, BE IT FURTHER RESOLVED that in accordance with 17 V.S.A. Sec. 2645,
73 public hearings on the above-proposed amendment of the Burlington City Charter shall be held
74

76 **Resolution Relating to** MARCH 4, 2014 ANNUAL CITY MEETING--
77 PROPOSED CHARTER CHANGE RE POLICE
78 CONFISCATION/SEIZURE OF WEAPONS DURING
79 DOMESTIC ABUSE INCIDENT
80

81 on Friday, January 17, 2014 at 12:00 noon and on Monday, January 27, 2014, at 7:00 p.m. in
82 Contois Auditorium, City Hall, Burlington, Vermont.

83

84

85 * Material underlined added.

86

87

88 lb/EBlackwood/c: Resolutions 2013/Charter Change re Police Confiscation-Seizure of Weapons during Domestic Abuse
89 Incident. Sec. 511 (3-04-14 Annual City Meeting)
90 11/14/13; 12/3/13

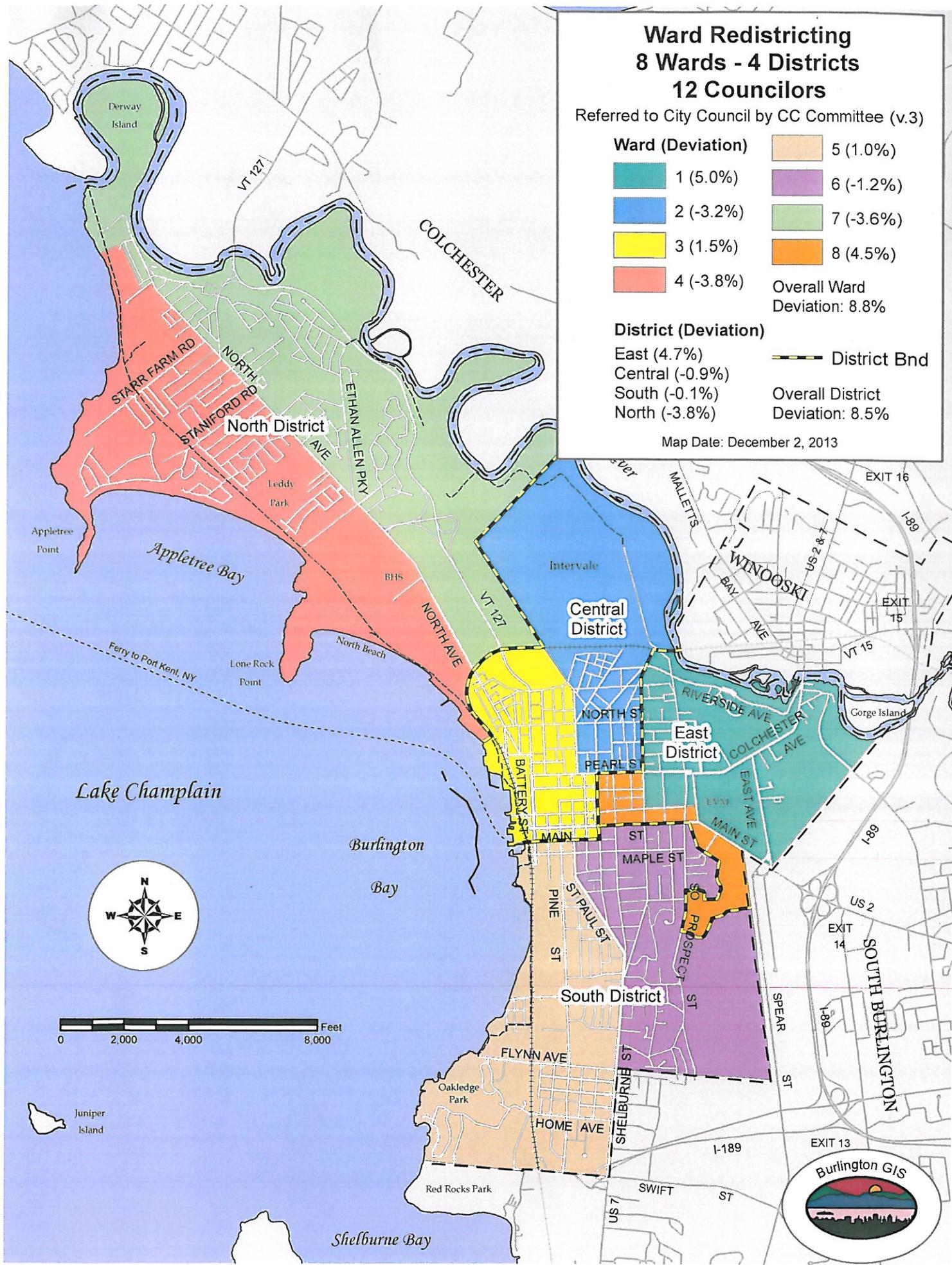
Ward Redistricting 8 Wards - 4 Districts 12 Councilors

Referred to City Council by CC Committee (v.3)

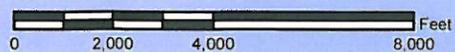
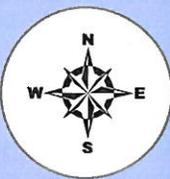
Ward (Deviation)	5 (1.0%)
1 (5.0%)	6 (-1.2%)
2 (-3.2%)	7 (-3.6%)
3 (1.5%)	8 (4.5%)
4 (-3.8%)	Overall Ward Deviation: 8.8%

District (Deviation)	— District Bnd
East (4.7%)	Overall District Deviation: 8.5%
Central (-0.9%)	
South (-0.1%)	
North (-3.8%)	

Map Date: December 2, 2013



Lake Champlain



8 Wards - 8 Councilors - v.3				
WARD	POPULATION (2010)	DEVIATION	% DEVIATION	# OF COUNCILORS
1	5565	265	5.0%	1
2	5132	-168	-3.2%	1
3	5381	81	1.5%	1
4	5097	-203	-3.8%	1
5	5355	55	1.0%	1
6	5239	-61	-1.2%	1
7	5109	-191	-3.6%	1
8	5539	239	4.5%	1
TOTAL:	42417			8
PER COUNCILOR IDEAL:	5300	OVERALL DEVIATION:	8.8%	
4 Districts - 4 Councilors - v.3				
DISTRICT	POPULATION (2010)	DEVIATION	% DEVIATION	# OF COUNCILORS
East	11104	499	4.7%	1
Central	10513	-92	-0.9%	1
South	10594	-11	-0.1%	1
North	10206	-399	-3.8%	1
TOTAL:	42417			4
PER COUNCILOR IDEAL:	10605	OVERALL DEVIATION:	8.5%	

Lori Olberg

From: Norman Blais <normblaisvt@gmail.com>
Sent: Thursday, December 05, 2013 1:59 PM
To: Shannon, Joan; Mason, Chip; Worden, Kevin; Bryan Aubin; Ayres, Tom; Knodell, Jane; Tracy, Maxwell K.; Rachel Siegel; Paul, Karen; Sharon Bushor; Vince Brennan; Vince Brennan; Vince Brennan; Miro Weinberger; Lori Olberg; Eileen Blackwood
Subject: re-districting

Fellow councilors

Jay has alerted me to the fact that the 7-13 proposal, with the map references, was incorrect. The map that is referenced for the 7-13 plan does contain minor boundary line adjustments that, for most wards, typically are limited to a block or two.

Sorry for the mistake.

Norm

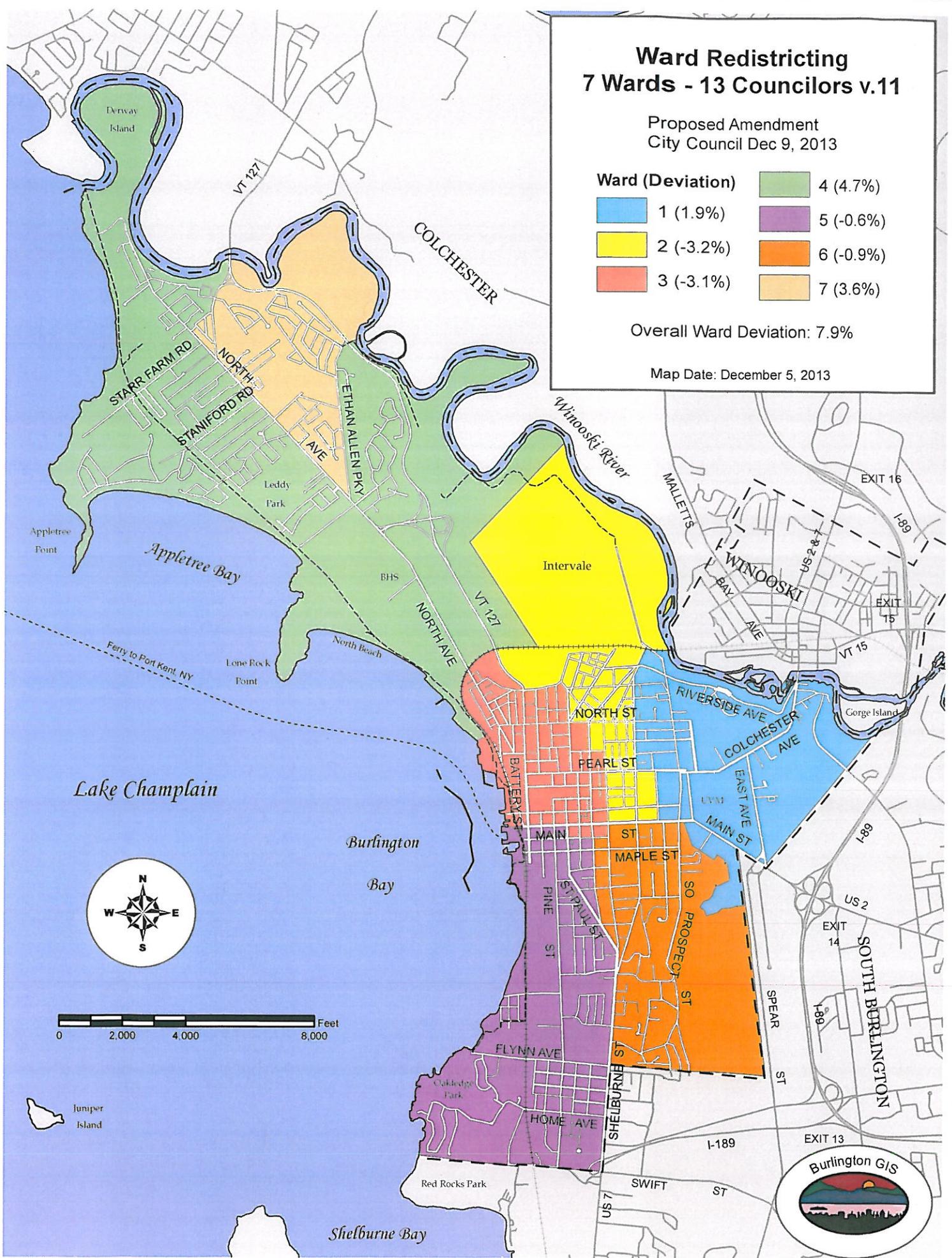
Ward Redistricting 7 Wards - 13 Councilors v.11

Proposed Amendment
City Council Dec 9, 2013

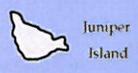
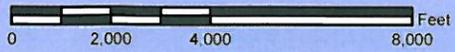
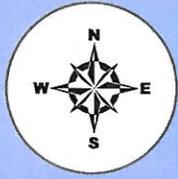
Ward (Deviation)	Color	Count (Deviation %)
1 (1.9%)	Light Blue	1 (1.9%)
2 (-3.2%)	Yellow	2 (-3.2%)
3 (-3.1%)	Red	3 (-3.1%)
4 (4.7%)	Light Green	4 (4.7%)
5 (-0.6%)	Purple	5 (-0.6%)
6 (-0.9%)	Orange	6 (-0.9%)
7 (3.6%)	Light Orange	7 (3.6%)

Overall Ward Deviation: 7.9%

Map Date: December 5, 2013



Lake Champlain



Lori Olberg

From: Norman Blais <normblaisvt@gmail.com>
Sent: Thursday, December 05, 2013 8:56 AM
To: Shannon, Joan; Mason, Chip; Bryan Aubin; Worden, Kevin; Ayres, Tom; David Hartnett; David Hartnett; davehartnett1@aol.com; Tracy, Maxwell K.; Rachel Siegel; Knodell, Jane; Paul, Karen; Sharon Bushor; Decelles, Paul; Vince Brennan; Vince Brennan; Vince Brennan; Miro Weinberger; Mike Kanarick; Eileen Blackwood; Lori Olberg
Subject: Re-districting
Attachments: ward redistricting.doc

Fellow council members,

In recent discussions that I have had with Vince Brennan, we feel that an alternative proposal to the "8-4-12" plan should be considered at Monday evening's CC session. Attached to this email is an amendment (styled much like a resolution) that would adopt a 7 ward, 13 councilor alternative. The email submission that we received last week from Jay contains the proposed plan. However, since this proposal would not change any boundary lines, there is little need to examine the actual map.

I would urge your consideration of this alternative. When the "8-4-12" plan was referred to the Charter Change Committee for "fine tuning", as you will see when you examine Monday's agenda, that has resulted in a 15 page document that outlines the changes prompted by the two-tiered system. By contrast, the proposal that Vince and I are suggesting would, if adopted by the Council, merely require minor adjustments to the Charter.

Neither Vince nor I claim perfection with the "7-13" plan, and realize that it will not be received favorably in some parts of the city. However, we believe that it is far preferable to the 8-4-12n proposal, and would seek your support.

Thank you for your attention to this email.

Norm

Amendment to Proposal to City Council from Charter Change Committee regarding Re-Districting

WHEREAS, according to the latest United States census data, the current configuration in the City of Burlington of seven wards, with two city councilors elected from each ward, has an overall deviation of 41.5% and thus does not provide for equal and proportionate representation of the city's residents;

WHEREAS, there has been substantial and significant effort, by the City Council, the Charter Change Committee of the City Council, and an advisory panels comprised of citizens and council members, to devise an acceptable plan that would provide for equal and proportionate representation while also maintaining existing and recognized boundaries and neighborhoods; and

WHEREAS, on September 23, 2013, by a vote of 8 to 6, the City Council referred to the Charter Change Committee a proposed redistricting plan that would have provided for a two-tiered system comprising of 12 city councilors, with 8 such councilors being elected from newly-configured wards, and 4 councilors being elected from larger voting blocs; and

WHEREAS, while the charge to the Charter Change Committee was to "fine-tune" the 8-4-12 plan, upon examination and exploration, it became apparent that the proposal would have far-reaching and unanticipated consequences, including, but not limited to, complications involving the transitional steps for councilor elections, the composition of the School Board, the composition of the Board for Registration of Voters, the selection of ward officers, the establishment of new polling places, and acceptable term durations for city councilors. The document that is necessary to implement the 8-4-12 plan consists of fifteen pages of single space type;

WHEREAS, a simpler, fairer and less costly mechanism by which to achieve proportionate representation while recognizing existing ward configurations is a plan identified as "Version v.11" calling for the maintenance of the existing seven wards, with two councilors for Wards One through 6, and a single councilor from Ward 7, and

WHEREAS, the so-called "7-13" plan has an overall deviation of only 7.9% and is thus well within the margins that the City Attorney has recommended as the goal for proportionate representation; and

WHEREAS, the adoption of the so-called "7-13" plan, with the boundaries identified as consistent with the existing ward boundaries, would not need review by the Charter Change Committee but could instead be reviewed and considered by the voters in its present form for the March, 2014 Town Meeting Day election.

THEREFORE, an amendment is proposed that would strike in total the 8-4-12 plan submitted to the City Council by the Charter Change Committee and instead substitute the "7 Ward/13 Councilor" plan identified as Version v.11.

1
2 **Resolution Relating to**

RESOLUTION
Sponsor(s): Councilors Siegel,
Ayres, Blais: Charter Change Com.

Introduced: _____
Referred to: _____

Action: _____
Date: _____
Signed by Mayor: _____

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6 MARCH 4, 2014 ANNUAL CITY MEETING--PROPOSED
7 CHARTER CHANGE RE WARD BOUNDARIES

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13 **CITY OF BURLINGTON**

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

16
17 That the following question be placed on the ballot of the Annual City Meeting to be held on
18 March 4, 2014:

19 "Shall the Charter of the City of Burlington, Acts of 1949, No. 298 as amended be further
20 amended to amend Article 2, Wards and Boundaries, Article 4, Qualifications of Voters, Article
21 5, Penalties for Illegal voting, Article 6, Ward Officers, Article 7, Checklist, Article 8, Method of
22 Conducting Elections, Article 9, Special City Meetings, Article 13, Administration, Article 16,
23 Board of Civil Authority, Article 37, Boards Established, Article 41, Terms of Office, Article 43,
24 Removal from Office and Filling Vacancies, Article 49, Appointive Officers and Their Trusts;
25 City Clerk, and Article 57, School Commissioners by amending Sections 2, 3, 7, 8, 9, 10, 14, 18,
26 19, 20, 22, 23, 26, 36, 43, 120, 125, 128, 130, 138, 163, and 164, thereof and by the addition of
27 Sec. 2a thereto to read as follows:

28 **ARTICLE 1. BOUNDARIES OF CITY, INCORPORATION. As written**

29 **ARTICLE 2. ~~WARDS AND BOUNDARIES~~ CITY ELECTION AREAS DEFINED**

30 **Transition Provision.** The City of Burlington shall maintain its division into the seven wards as
31 constituted as of the first Tuesday in March 2014, until the annual meeting on the first Tuesday
32 in March 2015, and until newly elected officers begin the term on the first Monday in April
33 2015, after which the division of the city into seven wards as set forth in section 2 below shall be
34 abolished and replaced by the division into city districts and wards as set forth in section 2a
35 below to be effective for the annual meeting on the first Tuesday in March 2015, and the terms
36 of officers beginning on the first Monday in April 2015.

37 **§ 2. Division into Seven Wards described.**

38 The City of Burlington is hereby divided into seven wards constituted as follows:

39 Ward One. Ward one shall include all that part of said city lying easterly and northerly of the
40 following described line:

42
43 **Resolution Relating to**

MARCH 4, 2014 ANNUAL CITY MEETING--
PROPOSED CHARTER CHANGE RE
WARD BOUNDARIES

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45
46 Beginning at the centerline of the Winooski River under the Central Vermont Railway bridge
47 below the Winooski Lower Falls; thence westerly in the centerline of said railroad to a point
48 where the centerline of Hyde Street extended northerly intersects the same; thence southerly
49 along the centerline of Hyde Street so extended and the centerline of Hyde Street to the
50 intersection of the centerline of North Willard Street; thence southerly along the centerline of
51 North Willard Street to the centerline of Pearl Street; thence easterly along the centerline of Pearl
52 Street to the intersection of Pearl Street and South Williams Street; thence southerly along the
53 centerline of South Williams Street to the intersection of South Williams and College Streets;
54 thence westerly along the centerline of College Street to the intersection of College Street and
55 So. Willard Street; thence southerly along the centerline of So. Willard Street to the intersection
56 of So. Willard to the intersection of So. Willard and Main Streets; thence easterly in the south
57 line of Main Street to a point in the south line of Main Street said point being one hundred and
58 sixteen (116) feet east of the intersection of the south line of Main Street and the east line of
59 South Prospect Street; thence south twenty-five (25) degrees, thirty (30) minutes east a distance
60 of eight hundred and sixty-five (865) feet to a point in the east boundary of the Burlington Water
61 Works reservoir property located south of Main Street, said point being six hundred and sixty
62 (660) feet southerly of the south line of Main Street; thence south sixty-one (61) degrees, thirty
63 (30) minutes east a distance of three hundred and sixty-three (363) feet to monument number
64 fourteen (14) of the University of Vermont property markers also known as the southeast corner
65 of the University Terrace subdivision; thence from the above-named point south nineteen (19)
66 degrees, zero (0) minutes east a distance of one thousand, six hundred and thirty (1,630) feet to
67 the northwest corner of the Gutterson Field House; thence along the north line of the Gutterson
68 Field House, north eighty-three (83) degrees, fifteen (15) minutes east extended easterly to the
69 common line between Burlington and South Burlington, a distance of six hundred and sixty
70 (660) feet; thence north seven (7) degrees, forty-six (46) minutes west a distance of one
71 thousand, six hundred and ten (1,610) feet along the common boundary between Burlington and
72 South Burlington to the south line of Main Street; thence easterly along the south line of Main
73 Street to the east line of the city.

74 Ward Two. Ward two shall include all that part of the city bounded as follows:

75 On the east by ward one and the Winooski River; on the south by the centerline of Main Street;
76 on [the] west by a line running from the centerline of Main Street northerly along the centerline
77 of South and North Union Streets to the centerline of Grant Street, thence westerly along the
78 centerline of Grant Street to the centerline of North Winooski Avenue, thence northerly along the
79 centerline of North Winooski Avenue to the centerline of North Street, thence westerly along the
80 centerline of North Street to the centerline of Elmwood Avenue, thence northerly along the
81 centerline of Elmwood Avenue to the centerline of Spring Street, thence northwesterly along the
82 centerline of Spring Street and said centerline extended, to a point where the same intersects the
83 centerline of Institute Road extended easterly; and on the north by the centerline of Institute
84 Road extended easterly.

85 Ward Three. Ward three shall include all that part of the city bounded easterly by wards two and
86 six, southerly by the centerline of King Street between South Union and St. Paul Streets and,
87 westerly thereof by the centerline of Main Street and said centerline extended westerly to the
88 west line of the city, westerly by the west line of the city north to the intersection with the

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Resolution Relating to

MARCH 4, 2014 ANNUAL CITY MEETING--
PROPOSED CHARTER CHANGE RE
WARD BOUNDARIES

93 extension of the back property lines of property fronting on Haswell Street, the centerline of
94 Depot Street to its intersection with North Avenue and by the centerline of North Avenue
95 northerly thereof, and northerly by the northern boundary of the Central Vermont Railroad right-
96 of-way.

97 Ward Four. Ward four shall include all that part of the city ~~laying~~ lying northerly of the
98 centerline of Institute Road and westerly of the centerline of North Avenue to the intersection of
99 the centerline of Fairfield Drive thence continuing westerly along the centerline of Fairfield
100 Drive to the intersection of the property line between those properties fronting on Westward
101 Drive and the eastern boundary of the Village at Northshore, thence continuing northerly along
102 the Village of Northshore Boundary, then westerly along the northerly boundary of the Village at
103 Northshore to a point where said boundary extended intersects Lake Champlain.

104 Ward Five. Ward five shall include all that part of the city lying southerly of the centerline of
105 Main Street and said centerline extended westerly to the west line of the city and westerly of a
106 line running from the centerline of Main Street southerly along the centerline of St. Paul Street to
107 the centerline of Adams Street, thence easterly along the centerline of Adams Street to the
108 centerline of South Winooski Avenue, thence southerly along the centerline of South Winooski
109 Avenue to the centerline of St. Paul Street, thence southerly along the centerline of St. Paul
110 Street and Shelburne Street to the south line of the city.

111 Ward Six. Ward six shall include all that part of the city lying southerly of the centerline of King
112 Street between St. Paul and South Union Streets, but otherwise southerly of the centerline of
113 Main Street and the south line of ward one, and easterly of the east boundary of ward five.

114 Ward Seven. Ward seven shall include all that part of the city lying easterly of ward four,
115 westerly of the Winooski River and northerly of the boundaries of wards two and three
116 respectively.

117 Reference is also made to a map entitled "Proposed Ward Boundaries, Burlington, Vermont,
118 Department of Zoning and Planning, GIS, Burlington, Vermont, Prepared September 11, 1992
119 and amended October 5, 1992" located in the Burlington chief administrative officer's Office in
120 further aid of the above description.

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122 **§ 2a. Election Boundaries for the annual meeting of 2015 and all city elections thereafter.**
123 **(a) City Districts Described.**

124 For the annual meeting of 2015 and all city elections thereafter, the City of Burlington is divided
125 into four electoral districts, constituted as follows:

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127 **(1) EAST DISTRICT**

128 The East District shall include all that part of said city lying easterly and northerly of the
129 following described boundaries:

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Resolution Relating to

Beginning at the common boundary between the cities of Burlington and Winooski in the Winooski River beneath the Central Vermont Railway bridge downstream of the Lower Winooski Falls and Salmon Hole; thence westerly in the center line of said railroad tracks, crossing Intervale Road, to a point where the center line of Hyde Street extended northeasterly intersects said railroad track center line (approximately -73.2045 longitude, 44.4912 latitude); thence southerly along the extension of the center line of Hyde Street, continuing on the center line of Hyde Street to the intersection of the center line of North Willard Street; thence southerly along the center line of North Willard Street to the intersection of the center line of Pearl Street; thence westerly along the centerline of Pearl Street to the intersection of the center line of South Winooski Avenue; thence southerly along the center line of South Winooski Avenue to the intersection of the centerline of Main Street; thence easterly along the center line of Main Street to the intersection of the western property line of 525 Main Street extended, containing the Main Street Water Reservoir (approximately -73.1992 longitude, 44.4763 latitude); thence southerly along the western property boundary of 525 Main Street to its southwestern corner (approximately -73.1991 longitude, 44.4746 latitude); thence easterly along the southern property boundary of 525 Main Street to its southeastern corner (approximately -73.1984 longitude, 44.4746 latitude); thence southwesterly along the western property boundaries of 49, 55, and 59 University Terrace to the southwestern corner of 59 University Terrace (approximately -73.1987 longitude, 44.4742 latitude); thence southeasterly along the southern property boundaries of 59 University Terrace and 60 University Terrace, extended to the center line of University Heights Road (approximately -73.1964 longitude, 44.4732 latitude); thence southerly along the centerline of University Heights Road 1314 feet to its intersection with the extended centerline of the walkway serving the University of Vermont Southwick Hall and the Music Building from the Redstone Campus loop road (approximately -73.1968 longitude, 44.4698 latitude); thence westerly along the extended walkway and walkway centerline, with the Music Building to the north and Southwick Hall to the south, 367 feet to its intersection with the centerline of the Redstone Campus loop road (approximately -73.1982 longitude, 44.4698 latitude); thence northerly and then westerly along the center line of the Redstone Campus loop road to its intersection with the center line of South Prospect Street; thence southerly along the center line of South Prospect Street to its intersection with the center line of the Davis Road; thence northeasterly along the center line of Davis Road to its intersection with University Heights Road, continuing easterly along the center line of Davis Road to its intersection with the common boundary between the cities of Burlington and South Burlington.

(2) CENTRAL DISTRICT

The Central District shall include all that part of the city bounded as follows: On the east, beginning at the common boundary between the City of Burlington and Town of Colchester in the Winooski River at the intersection of the center line of Institute Road extended northeasterly (approximately -73.2139 longitude, 44.5077 latitude); thence southerly along the common boundary between the City of Burlington and Town of Colchester in the Winooski River to a point beneath the Central Vermont Railway bridge downstream of the Lower Winooski Falls and Salmon Hole; thence southerly along the East District eastern boundary to its intersection with the center line of Main Street; thence southerly along the center line of South Winooski Avenue to its intersection with the centerline of King Street; on the south along the centerline of King Street extended westerly to Lake Champlain; on the west by Lake Champlain;

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Resolution Relating to

MARCH 4, 2014 ANNUAL CITY MEETING--
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WARD BOUNDARIES

on the north, beginning at the intersection of the common property boundary between 87 North Avenue and 9 Lakeview Terrace extended westerly to Lake Champlain (approximately -73.2252 longitude, 44.4832 latitude); thence northeasterly along the extended property boundary between 87 North Avenue and 9 Lakeview Terrace to its intersection with the centerline of the Central Vermont Railway railroad track (approximately -73.2239 longitude, 44.4837 latitude); thence northerly and easterly along the centerline of the Central Vermont Railway railroad track, crossing North Avenue and the Burlington Beltline, to the intersection of the centerline of Spring Street extended northwesterly (approximately -73.2183 longitude, 44.4912 latitude); thence northwesterly along the extension of the centerline of Spring Street to the intersection of the centerline of Institute Road extended northeasterly (approximately -73.2281 longitude, 44.4995 latitude); thence northeasterly along the extension of the centerline of Institute Road extended to its intersection with the common boundary between the City of Burlington and Town of Colchester in the Winooski River (approximately -73.2139 longitude, 44.5077 latitude).

(3) SOUTH DISTRICT

The South District shall include all that part of the city south of the southern boundaries of the East and Central Districts.

(4) NORTH DISTRICT

The North District shall include all that part of the city north of the northern boundary of the Central District.

(b) Wards Described.

Each of the City of Burlington's four electoral districts is hereby comprised of two wards, each of which is constituted as follows:

(1) EAST DISTRICT - WARD 1 AND WARD 8

The East District is divided into two wards by the following boundary:

Beginning at the center of the intersection of Pearl Street and South Willard Street; thence southerly along the center line of South Willard Street to the intersection of the center line of College Street; thence easterly along the center line of College Street extended to the intersection of the center line of University Place; thence southerly along the center line of University Place to the intersection of the center line of Main Street; thence easterly along the center line of Main Street to the common boundary between the Cities of Burlington and South Burlington.

Ward 1 lies to the north and east of the described boundary, and Ward 8 lies to the south and west.

(2) CENTRAL DISTRICT - WARD 2 AND WARD 3

The Central District is divided into two wards by the following boundary:

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Resolution Relating to

Beginning at the center line of the Central Vermont Railway railroad track at the intersection of the center line of Spring Street extended northwesterly (approximately -73.2183 longitude, 44.4912 latitude); thence southerly along the center line of Spring Street extended northwesterly, continuing along the center line of Spring Street to the intersection of the centerline of Elmwood Avenue; thence southerly along the center line of Elmwood Avenue to the intersection of the centerline of Pearl Street; thence easterly along the center line of Pearl Street to the intersection of the center lines of North and South Winooski Avenue.

Ward 2 lies to the east of the described boundary, and Ward 3 lies to the west and south.

(3) SOUTH DISTRICT - WARD 5 AND WARD 6

The South District is divided into two wards by the following boundary:
Beginning at the intersection of the center lines of King Street and Saint Paul Street; thence southerly along the centerline of Saint Paul Street to the intersection of the center line of Shelburne Street; thence southerly along the center line of Shelburne Street to the intersection of the center line of Flynn Avenue; thence easterly along the centerline of Flynn Avenue extended easterly to the common boundary between the Cities of Burlington and South Burlington.
Ward 5 lies to the west of the described boundary, and Ward 6 lies to the east.

(4) NORTH DISTRICT - WARD 4 AND WARD 7

The North District is divided into two wards by the following boundary:
Beginning at the intersection of the center lines of North Avenue and the Central Vermont Railway railroad track; thence northerly along the centerline of North Avenue to the intersection of the center line of Fairfield Drive; thence westerly along the center line of Fairfield Drive to the intersection of the western property boundary of 39 Westward Drive extended southerly; thence northerly along the western property boundaries of 39 and 40 Westward Drive, continuing northerly along the western property boundaries of properties fronting the west side of Hardy Avenue to the southern boundary of 35 Derway Drive; thence westerly along the southern boundary of 35 Derway Drive, extended to its intersection of the center line of Derway Drive (approximately -73.2690 longitude, 44.5249 latitude); thence northeasterly along the centerline of Derway Drive to the intersection of the center line of Claire Pointe Drive; thence northerly along the center line of Claire Pointe Drive approximately 44 feet to its intersection with the southern property boundary of the Claire Pointe condominium development; thence westerly along the southern property boundary of the Claire Pointe condominium development to the Waterfront Bike Path right-of-way approximately 537 feet (approximately -73.2707 longitude, 44.5253 latitude), and then extended to Lake Champlain.
Ward 4 lies to the west of the described boundary, and Ward 7 lies to the east.

Reference is also made to a map entitled "Ward Redistricting, 8 Wards – 4 Districts, 12 Councilors, Referred to City Council by CC Committee (v.3), Map Date: December 2, 2013" located in the Burlington chief administrative officer's office in further aid of the above description.

283 **Resolution Relating to**
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MARCH 4, 2014 ANNUAL CITY MEETING--
PROPOSED CHARTER CHANGE RE
WARD BOUNDARIES

285 **TITLE II. ELECTIONS AND CITY MEETINGS—CITY ELECTIONS**

286 **§ 3. Election of mayor and city councilors.**

287 (a) Election of mayor. On the first Tuesday in March 2003, and triennially thereafter, the legal
288 voters of the city shall, from among the legal voters thereof, elect a mayor. Notwithstanding any
289 provision of this Charter or the general statutes, no person shall be eligible to have his or her
290 name printed on the ballot as a candidate for the office of mayor who has not submitted a
291 nominating petition signed by at least one hundred fifty registered voters of the city within the
292 time limits specified in chapter 55 of Title 17 of the Vermont Statutes Annotated, as the same
293 may be amended from time to time. ~~On the first Tuesday in March, 1994, and biennially~~
294 ~~thereafter, the legal voters of wards one, two, three, five and six shall, from among the legal~~
295 ~~voters thereof, elect one city councilor and all ward officers hereinafter named; and on the first~~
296 ~~Tuesday in March, 1995, and biennially thereafter, the legal voters in wards one, two, three, five~~
297 ~~and six shall, from among the legal voters thereof, elect one city councilor and all ward officers~~
298 ~~hereinafter named.~~

299 ~~(b) On the first Tuesday in March, 1994, the legal voters of wards four and seven shall, from~~
300 ~~among the legal voters thereof, elect two city councilors, one for a one year term and one for a~~
301 ~~two year term, as well as all ward officers hereinafter named. Annually thereafter, the legal~~
302 ~~voters of wards four and seven shall, from among the legal voters thereof, elect one city~~
303 ~~councilor and all ward officers hereinafter named.~~

304 (b) Election of city councilors.

305 **Transitional Provision.** The terms of city councilors elected on the first Tuesday in March 2014
306 shall be abolished on the first Monday of April 2015. The terms of city councilors elected on the
307 first Tuesday in March 2013 shall expire as of the first Monday of April 2015. The new city
308 council shall be elected at the annual city meeting on the first Tuesday in March 2015, with
309 councilors' terms to begin on the first Monday of April 2015, as set forth below.

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311 (1) On the first Tuesday in March 2015, and triennially thereafter, the legal voters of each
312 city district shall, from among the legal voters of their respective district elect a city
313 councilor for a three year term.

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315 (2) On the first Tuesday in March 2015, the legal voters of wards two, four, six and eight
316 shall, from among the legal voters of their respective ward, elect a city councilor for a
317 one year term. On the first Tuesday in March 2016, and triennially thereafter, the legal
318 voters of each ward shall elect a city councilor for a three year term.

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320 (3) On the first Tuesday in March 2015, the legal voters of wards one, three, five, and seven
321 shall, from among the legal voters of their respective ward, elect a city councilor for a
322 two year term. On the first Tuesday in March 2017, and triennially thereafter, the legal

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Resolution Relating to

MARCH 4, 2014 ANNUAL CITY MEETING--
PROPOSED CHARTER CHANGE RE
WARD BOUNDARIES

voters of each ward shall, from among the legal voters of their respective ward elect a city councilor for a three year term.

§§ 4-5 As written

ARTICLE 3. WARNINGS As written

ARTICLE 4. QUALIFICATIONS OF VOTERS

§ 7. Age and residence requirements.

Every male or female citizen of this state not less than eighteen years of age who has taken the Freeman’s (Voter’s) Oath, who resides in said city and who has registered to vote with the board for registration of voters no later than the deadline established by Vermont law prior to any warned city or ward or city district election or any annual or special city meeting shall be a legal voter at said election or meeting, and no other person shall be allowed to vote at such election or meeting.

§ 8. Person to vote in ward or city district in which the person resides; residence requirement.

No such citizen shall vote except in the ward or city district of which he or she is at the time a resident.

ARTICLE 5. PENALTIES FOR ILLEGAL VOTING

§ 9. Adopted.

The penalties set forth in Vermont Statutes Annotated shall be applicable for illegal voting at any city or ward or city district election.

ARTICLE 6. WARD OFFICERS

Transitional Provision. The terms of ward officers elected prior to the annual city meeting on the first Tuesday in March 2015 shall be abolished on the first Monday of April 2015. The new ward officers shall be elected at the annual city meeting on the first Tuesday in March 2015, with their terms to begin on the first Monday of April 2015, as set forth below. The ward officers of the seven wards elected prior to the 2015 annual city meeting shall serve as the election officers for the 2015 annual meeting. The ward officers for Ward 8 in the election on the first Tuesday in March 2015 shall be appointed for that election by the Board of Civil Authority.

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373 § 10. Specified; selection.

374 The ward officers shall be a clerk and three inspectors of election. All three inspectors of election
375 may not be members of the same political party. In such event, the city council shall forthwith
376 appoint an inspector who shall serve instead of the candidate who received the third largest
377 number of votes. Ward clerks shall be chosen for two-year terms and inspectors of elections for
378 three-year terms by the legal voters of each ward at the annual city election. The ward clerks
379 elected March 3, 2015 shall take office April 7, 2015 ~~March 7, 2000 shall take office April 4,~~
380 ~~2000~~. Three inspectors of election shall be elected in each ward on March 3, 2015 ~~March 7,~~
381 ~~2000~~, one for a one-year term commencing April 4, 2015 ~~2000~~ and terminating March 31, 2016
382 ~~2001~~; one for a two-year term commencing April 4, 2015 ~~2000~~ and terminating March 31, 2017
383 ~~2002~~; and one for a three-year term commencing April 4, 2015 ~~2000~~ and terminating March 31,
384 2018 ~~2003~~. Thereafter, all inspectors of elections shall be elected for three-year terms.

385 §§ 11-13 As written

386 ARTICLE 7. CHECKLIST

387 § 14. List of voters to be prepared; posting.

388 Preceding each annual or special city or ward or city district election to be held in said city, it
389 shall be the duty of the board for registration of voters to prepare full and complete lists of the
390 voters in the respective wards or city districts of said city, and to certify the same to the chief
391 administrative officer. One copy of such lists shall be posted by or under the direction of the
392 chief administrative officer in some public place in the wards or city districts to which the voters
393 whose names are on such list respectively belong, at least twelve days previous to any such
394 election.

395 §§ 15-17. As written

396 § 18. Copies of list to be given inspectors.

397 After all such additions, alterations and corrections shall have been made by said board for
398 registration of voters, a true copy of such checklist shall be made by the chief administrative
399 officer, and delivered to the inspectors of election in the several wards, for use at such annual or
400 special city election or ward or city district election ~~or ward section~~; and no person whose name
401 is not on such lists shall be allowed to vote at any such election.

402 ARTICLE 8. METHOD OF CONDUCTING ELECTIONS

403 § 19. Where elections held; early voter absentee ballots.

404 Annual and special elections shall be held in the several wards, ~~for use at such annual or special~~
405 ~~city or ward election~~. Notwithstanding 17 V.S.A. Chapter 51, the ballots of early or absentee
406 voters may be returned to the ward clerks of the various wards within the city.

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§ 20. Ward clerk to keep records; certificates of election to be furnished successful candidates; election results to be published.

It shall be the duty of the clerk of each ward subject to supervision by the chief administrative officer as presiding officer for city and ward and city district elections to make a record of all elections held therein, and to furnish to each officer who shall have been elected for such ward or city district, including city councilors and school commissioners, a certificate of his or her election, and also immediately after any election in such ward to return and certify to the chief administrative officer a statement of the votes for all officers in his or her ward, which statement shall be recorded in the city records, and a certificate by the chief administrative officer of the result of such election in the whole city shall be forthwith published in the various newspapers of said city.

§ 21 As written

§ 22. Ballots.

For all city or ward or city district elections, and also for the election of justices of the peace in said city, the chief administrative officer shall prepare all official ballots, consistent with the requirements of any regulation adopted under section 5 of this chapter, and otherwise in the same manner and subject to all the provisions of the laws of this state providing for and regulating the preparation and distribution of official ballots in towns and cities; provided, however, that said chief administrative officer shall cause to be printed for every ward or city district in said city not less than 60 ballots for every 50 names or fractional part thereof on the voting list prepared and posted in such ward or city district for any such election; and further provided that said chief administrative officer shall deliver to the inspectors of election in each ward on the day of such election and before the hour for opening the polls in said ward, such number of blocks of ballots containing one hundred each as shall nearest represent two-thirds of the whole number required to be printed for such ward or city district, and shall retain the balance of the ballots for each ward or city district so prepared.

§ 23. Retained ballots to be delivered to inspectors on demand.

In case the inspectors of election in any ward for any cause shall require the ballots so belonging to such ward or city district and retained by said chief administrative officer, or any part thereof, they shall notify him or her in writing. Said chief administrative officer shall thereupon forthwith transmit to said inspectors of election such part or all of said ballots so retained in his or her possession as said inspectors of election shall specify.

§ 24. As written

ARTICLE 9. SPECIAL CITY MEETINGS

§ 25 As written

449 **Resolution Relating to**
451

452 **§ 26. Questions at special meetings to be decided by ballot.**

453 The questions at any such special meeting shall be determined by ballot and the checklist shall be
454 used. There shall be at such meeting a separate polling place, or polling places, for each ward,
455 and as many of the ward officers hereinbefore named as shall be necessary shall act at such
456 meetings, in the same manner as at city or ward or city district elections. For all such meetings, it
457 shall be the duty of the chief administrative officer to prepare suitable ballots in sufficient
458 quantity.

459 **ARTICLES 10 – 12 As written**

460 **ARTICLE 13. ADMINISTRATION**

461 **§ 36. Administration; vested in mayor and city council; selection and terms of same**

462 The administration of all the fiscal, prudential and municipal affairs of the city and the
463 government thereof, except as herein otherwise provided, shall be vested in a principal officer to
464 be styled the mayor and a board of ~~fourteen~~ twelve members to be denominated the city council.
465 The city council shall elect one of the members president thereof. The mayor and city council
466 sitting in their joint capacity shall be called the city council with mayor presiding. ~~Except as~~
467 ~~herein otherwise provided, the mayor and the members of the city council shall hold office for~~
468 ~~the term of two years.~~

469 **ARTICLES 14-15 As written**

470 **ARTICLE 16. BOARD OF CIVIL AUTHORITY**

471 **§ 43. Composition; board for registration of voters; duties; appointments; offices.**

472 (a) The city council with mayor presiding shall constitute the board of civil authority for said
473 city, except that all duties with respect to preparing checklists of voters and making additions
474 thereto or alterations or corrections thereon imposed upon said council by this Charter or the
475 provisions of the general statutes relating thereto shall be performed by a board of ~~nine (9)~~ ten
476 (10) members, to be known as the board for registration of voters. Not more than five (5)
477 members of said board shall at any one time be from the same political party.

478 (b) As written.

484 (c) As written.

485 **ARTICLES 17 – 36 As written**

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491 **Resolution Relating to**
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494 **ARTICLE 37. BOARDS ESTABLISHED**

495 **§ 120. Enumerated.**

496 There shall be maintained in said city a board of assessors consisting of the city assessor and two
497 legal voters of said city; a board of tax appeals normally consisting of seven legal voters of said
498 city; a board of public works commissioners consisting of seven legal voters of said city; a board
499 of cemetery commissioners, a board of police commissioners, a board of light commissioners, a
500 board of fire commissioners, and a board of health, each consisting of five legal voters of said
501 city; a board of airport commissioners consisting of four legal voters of the City of Burlington
502 and one legal voter of the City of South Burlington, a board of park and recreation
503 commissioners, consisting of five legal voters of said city; a board of library commissioners
504 consisting of ten members; a board of planning commissioners, the members of such boards to
505 be appointed by the city council with mayor presiding; a board of school commissioners
506 consisting of ~~fourteen~~ eight legal voters of said city and of the respective wards in which they are
507 elected; and a board of finance to be constituted as hereinafter provided.

508 **§§ 120a – 121 As written**

509 **ARTICLES 38 – 40 As written**

510 **ARTICLE 41. TERMS OF OFFICE**

511 **§ 125. Mayor, city councilors, ward and precinct officers.**

512 (a) ~~Except as herein otherwise provided, the mayor elected on the first Tuesday in March,~~
513 ~~1993, shall hold office from the first Monday in April, 1993, to the first Monday in April, 1995,~~
514 ~~and those elected thereafter shall hold office for the term of two years from the first Monday in~~
515 ~~April next following such election. On the first Tuesday in March, 1994, the voters of ward one,~~
516 ~~two, three, five and six shall each elect, from among the legal voters thereof, one city councilor~~
517 ~~for a term of two years from the first Monday in April, 1994. On the first Tuesday in March,~~
518 ~~1995, the voters of wards one, two, three, five and six shall each elect, from among the legal~~
519 ~~voters thereof, one city councilor for a term of two years from the first Monday in April, 1995.~~
520 ~~On the first Tuesday in March, 1994, the legal voters of wards four and seven shall each elect,~~
521 ~~from among the legal voters thereof, two city councilors, one for a one year term and one for a~~
522 ~~two year term. Notwithstanding any other provision hereof, the election of a city councilor in~~
523 ~~ward four in 1993 shall be for a one year term only. The various ward and precinct officers~~
524 ~~elected on the first Tuesday in March, 1994, and the various ward and precinct officers thereafter~~
525 ~~elected, shall hold office for the term of one year from the first Monday in April following such~~
526 ~~election. The provisions of this Section shall control the provisions of section 3 of this Charter.~~
527

528 On the first Tuesday in March 2003, and triennially thereafter, the legal voters of the city shall,
529 from among the legal voters thereof, elect a mayor who shall hold office for the term of three
530 years from the first Monday in April next following such election.

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534 **Resolution Relating to**
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536 (b) Election of city councilors.

537 **Transitional Provision.** The terms of city councilors elected on the first Tuesday in March 2014
538 shall be abolished on the first Monday of April 2015. The terms of city councilors elected on the
539 first Tuesday in March 2013 shall expire as of the first Monday of April 2015. The new city
540 council shall be elected at the annual city meeting on the first Tuesday in March 2015, with
541 councilors' terms to begin on the first Monday of April 2015, as set forth below.

542
543 (1) On the first Tuesday in March 2015, and triennially thereafter, the legal voters of each
544 city district shall, from among the legal voters of their respective city district, elect a city
545 councilor for a three year term.

546
547 (2) On the first Tuesday in March 2015, the legal voters of wards two, four, six, and eight
548 shall, from among the legal voters of their respective ward, elect a city councilor for a
549 one year term. On the first Tuesday in March 2016, and triennially thereafter, the legal
550 voters of each ward shall elect a city councilor for a three year term.

551
552 (3) On the first Tuesday in March 2015, the legal voters of wards one, three, five, and seven
553 shall, from among the legal voters of their respective ward, elect a city councilor for a
554 two year term. On the first Tuesday in March 2017, and triennially thereafter, the legal
555 voters of each ward shall, from among the legal voters of their respective ward elect a
556 city councilor for a three year term.

557
558 **§§ 126 – 127 As written**

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560 **ARTICLE 42. As written**

561 **ARTICLE 43. REMOVAL FROM OFFICE AND FILLING VACANCIES.**

562 **§ 128. Manner of filling.**

563 In case of a vacancy in the office of mayor, occasioned by death, resignation, removal from said
564 city, permanent inability to serve, failure to elect or disqualification of the person chosen, the
565 president of the city council shall act as mayor until such successor is elected and has qualified;
566 and in case of any vacancy in the city council from any of the above mentioned causes, the same
567 shall be filled by a new election in the proper ward or city district; and if any city councilor shall
568 remove out of the ward or city district which he or she may have been elected or no longer reside
569 in such ward or city district as a result of reapportionment, his or her office shall thereupon
570 become vacant and the same shall be filled by a new election in the proper ward or city district;
571 and in case there shall arise an occasion for any such new election as a result of a vacancy in the
572 office of mayor or city councilor for any of the above mentioned causes, the same shall be held
573 within 90 days of the date of such vacancy, provided such vacancy shall occur before the first

579 day in October in any year, unless a citywide election has been prescheduled to occur between
580 the 90th and the 120th day of the date of such vacancy, in which case the same shall be held on
581 such prescheduled election date; otherwise it shall be filled at the next annual city election. In
582 every case, the person so elected shall serve for the remainder of the official term. In the case of
583 reapportionment, such election shall be held at the next ensuing annual city meeting and the term
584 of the city councilor who no longer resides in the ward or city district as a result of
585 reapportionment shall continue until the newly elected city councilor assumes office on the first
586 Monday in April.

587 **§ 129. As written**

588 **§ 130. Manner of filling vacancy and residency requirement.**

589 (a) As written

590 (b) Any individual elected to the position of mayor must be a legal voter of the city as of the
591 date the written consent required by 17 V.S.A. § 2681(a) is filed and at all times during his or her
592 term of office. Any individual elected to the position of city councilor or school commissioner
593 must be a legal voter of the city and of the ward or city district he or she proposes to represent as
594 of the date the written consent required by 17 V.S.A. § 2681(a) is filed and at all times during his
595 or her term of office. Any person appointed to serve as a member of any city commission must,
596 except as otherwise specifically provided for herein, be a legal voter of the city at all times
597 during his or her term of office.

598
599 (c) As written.

600
601 (d) As written

602
603 (e) As written

604 **ARTICLES 44 – 48 As written**

605 **ARTICLE 49. APPOINTIVE OFFICERS AND THEIR TRUSTS; CITY CLERK**

606 **§ 138. Duties of chief administrative officer generally.**

607 (a) The chief administrative officer shall, subject to the authority of the mayor as chief
608 executive officer, have direct responsibility for those administrative, financial and record
609 keeping responsibilities which are not assigned by this Charter to another city entity. The chief
610 administrative officer shall have supervisory responsibility for those functions, herein outlined,
611 which were formerly the responsibility of the city clerk and city treasurer.

612 (b) The chief administrative officer shall perform for the city the same duties devolving by the
613 law of the state upon town clerks, except insofar as those duties are changed or modified by the
614 provisions of this Charter and shall receive and collect for and on behalf of the city to be used for
615 city purposes all and the same fees to be paid to town clerks for the performance of those duties

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620 under the general laws of the state. The chief administrative officer shall keep a full and
621 complete record and account of all fees as received and as paid to the chief administrative officer
622 in a form and manner as the board of finance and the city auditor may prescribe, and shall give a
623 proper receipt for every fee collected. The chief administrative officer shall receive only an
624 annual salary or other compensation as shall be determined by the city council. The chief
625 administrative officer shall be ex officio clerk of the city council with mayor presiding, city
626 council, board of civil authority, board for the abatement of taxes and liquor control
627 commissioners. The chief administrative officer shall have exclusive charge and custody of the
628 public records of the city and of all records, papers and documents belonging to the Town of
629 Burlington at the time the City of Burlington was organized. The chief administrative officer
630 shall be the presiding officer for ward, city district, city and legislative district elections. An
631 assistant within the chief administrator’s office may be designated by the chief administrative
632 officer to be the presiding officer for ward, city district, city and legislative district elections.

633 **§§ 139 – 142 As written**

634 **ARTICLES 50 – 56 As written**

635 **ARTICLE 57. SCHOOL COMMISSIONERS**

636 **Transitional Provision.** The terms of school commissioners elected on the first Tuesday in
637 March 2014 shall be abolished on the first Monday of April, 2015. The terms of school
638 commissioners elected on the first Tuesday in March 2013 shall expire as of the first Monday of
639 April, 2015. The new school board shall be elected at the annual city meeting on the first
640 Tuesday in March 2015 with commissioners’ terms to begin on the first Monday of April 2015,
641 as set forth below.
642

643 **§ 163. Composition.**

644 The board of school commissioners of said city shall be composed of ~~fourteen~~ eight school
645 commissioners, ~~two~~ each one from wards one through ~~seven~~ eight inclusive, who shall be elected
646 as hereinbefore and hereinafter provided. Anything contained herein or in the general statutes to
647 the contrary notwithstanding, all candidates for the board of school commissioners shall be
648 elected on a nonpartisan basis. No reference shall be made on an election ballot to a candidate’s
649 political affiliation or to the endorsement of any such candidate by political party or parties.

650 **§ 164. Terms, elections.**

651 On the first Tuesday in March, 1994, the voters of wards one, two, three, five and six shall each
652 elect, from among the legal voters thereof, one school commissioner for a term of two years from
653 the first Monday in April, 1994. On the first Tuesday in March, 1995, the voters of wards one,
654 two, three, five and six shall each elect, from among the legal voters thereof, one school
655 commissioner for a term of two years from the first Monday in April, 1995. On the first Tuesday
656 in March, 1994, the legal voters of wards four and seven shall each elect, from among the legal
657 voters thereof, two school commissioners, one for a one-year term and one for a two-year term.
658 Thereafter, the election of school commissioners in each ward shall be held on the first Tuesday

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663 in March in the year in which the term of office of the school commissioner therein shall expire,
664 and each school commissioner shall be elected for a term of two years from the first Monday in
665 April following such election. Notwithstanding any other provision hereof, the election of a
666 school commissioner in ward four in 1993 shall be for a one year term only. Notwithstanding the
667 this section's preceding provisions,

668 (1) On the first Tuesday in March 2015, and biennially thereafter the legal voters of
669 Ward 1, Ward 3, Ward 5 and Ward 7 shall, from among the legal voters of their
670 respective ward elect a school commissioner for a two-year term.

671
672 (2) On the first Tuesday in March 2015, the legal voters of Ward 2, Ward 4, Ward 6 and
673 Ward 8 shall, from among the legal voters of their respective ward, elect a school
674 commissioner for a one-year term. On the first Tuesday in March 2016, and
675 biennially thereafter, the legal voters of each ward shall, from among the legal voters
676 of their respective ward elect a school commissioner for a two-year term.

677 **§§ 165 – 170 As written**

678 **ARTICLES 58 – 98 As written ?”**

679
680 AND, BE IT FURTHER RESOLVED that pursuant to 17 V.S.A. Sec. 2645(a)(7) the
681 City Council hereby determines that the proposed charter amendment is too long or unwieldy to
682 be shown in the amended form and determines that the printed ballot shall utilize a short form
683 question to read: “Shall various sections of the City Charter, Acts of 1949, No. 298, as amended,
684 related to city elections be further amended as follows:

685 1. To provide for the city to be divided into four city electoral districts and eight city wards,
686 effective as of the annual meeting on March 3, 2015, and for all city elections thereafter;

687 2. To provide for the city council to be comprised of twelve (12) members with each of the
688 four city districts and eight wards represented by one city councilor, with district councilors
689 elected to three year terms coinciding with the mayoral terms and beginning with the election on
690 March 3, 2015, and with the ward councilors elected to three year terms whose elections are
691 phased in starting with the March 3, 2015 election so that each is ultimately elected for a
692 staggered three year term, with this new system becoming effective starting the first Monday in
693 April 2015;

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3. To provide for the school board to be comprised of eight (8) members, one elected from each of the eight wards and whose election is phased in so that each is elected for a staggered two year term ultimately, effective as of the first Monday in April 2015.

4. To provide for the polling places for all elections in the city to be located in the respective eight wards, effective as of the annual meeting on March 3, 2015, and for all city elections thereafter;

5. To provide for the ward election officers for each of the eight wards to be elected at the annual meeting on March 3, 2015, with three inspectors of election whose election is phased in so that each is elected for a staggered three year term ultimately, and that for the 2015 annual meeting only the ward officers of the seven wards elected prior to the 2015 annual city meeting shall serve as the election officers for those wards and the ward officers for Ward 8 shall be appointed for the 2015 election by the Board of Civil Authority; and

6. To provide for the addition of one member to the Board for the Registration of Voters so that the board is comprised of ten (10) members.?"

AND, BE IT FURTHER RESOLVED that in accordance with 17 V.S.A. Sec. 2645, public hearings on the above-proposed amendment of the Burlington City Charter shall be held on Friday, January 17, 2014 at 12:00 noon and on Monday, January 27, 2014 at 7:00 p.m. in Contois Auditorium, City Hall, Burlington, Vermont.

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



OFFICE OF THE CLERK/TREASURER

City of Burlington

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

Voice (802) 865-7000

Fax (802) 865-7014

TTY (802) 865-7142

November 27, 2013

Evan Hughes, VFSC Vice-President
16 Millstone Blvd.
Barre, VT 05641

RE: Freedom of Information Request, October 18, 2013 email

Dear Mr. Hughes:

I want to give you an update on the work the City has done and will continue to do on VFSC's records request seeking to inspect public records created or acquired on and after January 1, 2012 related to local or state regulation or restriction of firearms or other weapons within the city of Burlington or state of Vermont.

1. We have a small group of documents for inspection and a new exemption log (#5) for you today that covers the records for the individuals listed on October 18.
2. For the records requested October 18th ("phase 1"), we have provided access to:
 - a. All of the non-exempt paper documents received by the clerk/treasurer's office for the city council. These include agendas, minutes, resolutions, and communications.
 - b. All of the non-exempt paper documents in the city council's public safety and charter change committees. These include agendas, minutes, resolutions, and communications.
 - c. An audio recording of a city council meeting and URLs for Facebook and Twitter accounts. Please note that the URL for access to the city's video-taped meetings is: <http://www.cctv.org/watch-tv/municipalities/burlington>.
 - d. Over 1800 records gathered through the search for councilors Shannon, Siegel, Blais, and Ayres, Mayor Weinberger, and Chief Schirling. These are records on the City's and the individuals' accounts and devices. As you know, many were duplicates due to the nature of electronic searches.
 - e. Please note that this search also swept up over 1200 records that we reviewed and determined were not related to the regulation or restriction of firearms or other weapons but were swept up in the electronic search.
 - f. 117 documents for which exemptions have been claimed, all listed in logs.
3. We have now completed the gathering of electronic documents (998) for councilors Worden, Knodell, Tracy, Brennan, Hartnett, Aubin, Mason, Paul, and Decelles ("phase 2") and will begin reviewing them for responsiveness and exemptions. Based on our experience to date, I expect we will have many duplicates and non-responsive documents.

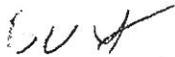
The City of Burlington does not discriminate on the basis of political or religious affiliation, race, color, national origin, age, sex, sexual orientation, marital status, veteran status or disability. Persons with disabilities who require assistance or special arrangements to participate in programs and activities of the Clerk Treasurer's Office are encouraged to contact us at 865-7000 or 865-7142 (TTY) at least 72 hours in advance so that proper arrangements can be made.

4. After we complete phase 2, we will begin a review of the documents ("phase 3") gathered from the phase 1 group for the period October 24, 2013 to the present.
5. After we complete phase 3, we will return to the process of reviewing and logging ("phase 4") those documents that we consider are in whole or in part exempt from disclosure. As we have said, we are looking at ways to find a more efficient and cost effective way to provide the exemption logs and those documents that require redaction in order to speed up completion of this process.

I also want to address the previous search we conducted and I noted in my October 17th letter.

1. That search gathered over 18,000 electronic documents based on a search of all city emails from January 1, 2012 using search terms "firearms", "guns", "weapons", "knives", "bows & arrows", and "assault rifle".
2. It is clear that this search has gathered predominantly non-responsive and duplicative documents.
3. Although only the City Council and a few members of the Mayor's administration were involved in any way in the discussion on gun regulations, as your PRR requested the search swept up records from all city employees, many hundreds of individuals.
4. It is clear to me that this search has identified many more records than those that are responsive to your request and the City would have to expend significant taxpayer-paid resources if we were to review all of these records to determine if any are responsive to your request.
5. Therefore, I request that you please provide another focused request for documents, like you did on October 18th, so we can conduct an effective and efficient search and review of the public records you want to inspect.

Sincerely,



Bob Rusten
Chief Administrative Officer

The City of Burlington does not discriminate on the basis of political or religious affiliation, race, color, national origin, age, sex, sexual orientation, marital status, veteran status or disability. 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 or 865-7142 (TTY) at least 72 hours in advance so that proper arrangements can be made.

		11/22/2013	
Prepared by: Lori Olberg, Licensing, Voting & Records Coordinator			
Meeting Date	Type of Document	Action Requested	Return to Council
1/9/2012	Resolution: Creation of a Financial Literacy Web Page	progress report to the Council by the Interim CAO	2/13/2012
2/13/2012	Resolution: Ongoing and Future Relationship Between the City of Burlington and the University of Vermont	report due back to the Council by the Community Development and Neighborhood Revitalization Committee	3/26/2012
8/13/2012	Resolution: Strategic Plan Re Fiscal Health of the City	Board of Finance and the C/T Office will work to produce a strategic plan and present said plan to the Council in a worksession	1/7/13; 1/28/13
8/13/2012	Resolution: Landlord Accountability	report due back to CD & NR Committee from the Code Enforcement Office	not-specified
11/26/2012	Resolution: Moving Urban Agriculture Issues Forward	Board of Health to report back to the Council; Planning Commission to report back to the Council	6/24/2013
3/11/2013	Resolution: Commission and Board Appointment Process	report due back from the Charter Change Committee to the Council	first meeting in November 2013
3/11/2013	Resolution: Survey to Determine if Commissions and Boards are Functioning Optimally	report due back from the Charter Change Committee to the Council	first meeting in November 2013
3/18/2013	Communication: Burlington Committee on Accessibility Strategy and Plan	future action to be taken	not-specified
4/15/2013	Resolution: Proposed Amendments to Appendix B Rules and Regulations of The City Council	postpone action for now	post City Council Retreat
6/10/2013	Resolution: City Attorney Constitutional Analysis of No Trespass Ordinance for Church Street Marketplace June 12, 2012	have the Ordinance Committee review Attorney John Franco's issues	not-specified
6/24/2013	Communication: John L. Franco, Jr., re: CSM Trespass Authority Ordinance Opinion Supplement	referred to the Ordinance Committee	not-specified
7/15/2013	Communication: UVM Housing Master Plan	referred to the Institution/Human Resources Committee	not-specified
7/15/2013	Communication: Richard Cate, UVM, re: COB and UVM MOU re: Zoning Amendments	referred to the Institution/Human Resources Committee	not-specified
8/12/2013	Ordinance: CDO Historic Building Materials ZA 13-12	referred to the Ordinance Committee	not-specified
8/12/2013	Communication: P & Z Director White, re: Proposed Zoning Amendment 13-12	referred to the Ordinance Committee	not-specified
8/12/2013	Resolution: Adoption of Council Priorities for 2013 - 2014 Council Year	report back from the "Priorities Committee"	9/23/2013
9/23/2013	Resolution: Burlington Ward Redistricting Plan	report back from the Charter Change Committee	11/18/2013
9/23/2013	Resolution: Finalize A Strategic Plan for Diversity, Equity and Inclusion for the City of Burlington	final plan and adoption by the City Council	1/27/2014
10/21/2013	Ordinance: ZA 14-06 CDO--Removal of Café Parking Requirements in Shared Use Districts	referred to the Ordinance Committee	not-specified
11/4/2013	Ordinance: CDO--RCO-Recreation Greenspace Lot Coverage ZA 14-02	referred to the Ordinance Committee	not-specified
11/4/2013	Communication: Corey Mallon, RN, re: St. Joseph's School	"wtrapf" and referred to the Board of Finance	not-specified
11/4/2013	Communication: Hunter Rieseberg, VLCT, re: VLCT Board Sets DY15 Dues	send a copy to the Board of Finance	n/a
11/18/2013	Resolution: Launching The Downtown Parking Improvement Initiative	tasked to complete the downtown parking facilities assessment	no later than the end of 2014
11/18/2013	Resolution: Launching The Downtown Parking Improvement Initiative	Downtown Parking Management Plan will be presented to the City Council for adoption	no later than March, 2015
11/18/2013	Resolution: March 4, 2014 Annual City Meeting--Proposed Charter Change Re Ban on Firearms in any Establishment With a Liquor License	two public hearings need to occur	1/17/14, at noon; 1/27/14, at 7:00 p.m.
11/18/2013	Resolution: March 4, 2014 Annual City Meeting--Proposed Charter Change Re Safe Storage of Firearms	two public hearings need to occur	1/17/14, at noon; 1/27/14, at 7:00 p.m.
11/18/2013	Ordinance: ANIMALS AND FOWL--Confinement of animals in vehicles	referred to the Ordinance Committee	not-specified
11/18/2013	Communication: Thomas Gustafson, VP for University Relations & Administration, Re; City of Burlington and University of Vermont Memorandum of Agreement Re: 2009 Zoning Amendments	referred to the Institution/Human Resources Committee with a report due back as to whether UVM is meeting the goals of the agreement and an assessment as to whether UVM is holding students accountable for off-campus behavior, and trends in the neighborhoods as they relate to UVM housing issues	2/10/2014

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3 **Resolution Relating to**

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6 **APPROVING THE PURCHASE OF EQUITY**
7 **IN VT TRANSCO, LLC BY**
8 **BURLINGTON ELECTRIC DEPARTMENT**

RESOLUTION _____
Sponsor(s): **Councilors Shannon,**
Bushor, Aubin, Knodell: Bd. of
Finance _____
Introduced: 12/9/13
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

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13 **CITY OF BURLINGTON**

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

16
17 That WHEREAS, Burlington Electric Department (the "Department"), along with Vermont's
18 other electric distribution utilities, has been making major investments in VT Transco
19 ("VELCO") the past several years; and

20
21 WHEREAS, the returns on these investments have been 12.5%; and

22
23 WHEREAS, at the time of the Fiscal Year 2014 Budget preparation, VELCO was not
24 assuming the issuance of any new equity in Fiscal Year 2014; and

25
26 WHEREAS, since then, VELCO has made plans to issue \$30 million of equity in
27 December of 2013; and

28
29 WHEREAS, the Department's pro rata share of that equity is approximately \$1,900,000;
30 and

31
32 WHEREAS, the Department's cash balances, largely due to significant REC sales
33 revenue, are running well above budget; and

34
35 WHERAS, BED's Line-Of-Credit is completely paid off despite projecting a \$1 million
36 balance for the start of the 2014 budget year; and

37
38 WHEREAS, the Department has available a significant balance in the Debt Service
39 Reserve Fund, due to a major portion of outstanding bonds scheduled to be paid off on July 1,
40 2014; and

41
42 WHEREAS, the Department's purchase of its share of the new equity will not require a
43 bond issue, and will have no budget or rate impact; and

44
45 WHEREAS, every dollar of the 12.5% return helps the Department to defray future rate
46 increases; and

47
48 WHEREAS, the net savings (income) to be made is close to \$200,000 annually, based on
49 the difference between the 12.5% return and current interest rates on the Department's cash and
50 investment balances; and

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Page TWO

**Resolution Relating to
APPROVING THE PURCHASE OF EQUITY
IN VT TRANSCO, LLC BY
BURLINGTON ELECTRIC DEPARTMENT**

WHEREAS, the Electric Commission unanimously approved this investment at its regular meeting on October 9, 2013;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Burlington, Vermont, as follows:

The City hereby approves the Department's purchase of additional shares in VT Transco, LLC ("VELCO") in an amount not to exceed \$1,900,000; and

BE IT FURTHER RESOLVED that the General Manager and Chief Financial Officer of the Department are, and each one of them is, hereby authorized and empowered to execute and deliver such documents and instruments as VELCO may require in connection with this equity purchase, in such form and with such terms as they deem necessary and in the City's best interest.

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2 **Resolution Relating to**

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

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6 AMENDMENT OF THE FY 2014 POLICE DEPARTMENT BUDGET
7 TO MOVE BASE SALARY FUNDS TO OVERTIME ACCOUNT

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12 **CITY OF BURLINGTON**

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

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

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17 That WHEREAS, the City of Burlington has changed its accounting procedures in FY 13 and installed
18 a new accounting system to appropriately and effectively account for its revenues and expenditures; and

19 WHEREAS, the FY 14 Burlington Police Department (“Department”) budget projected the
20 vacancies over the course of the year would produce a total of \$128,293 in unexpended base salary funds
21 due to attrition; and

22 WHEREAS, it is likely that due to staff vacancies the amount of overtime will increase beyond
23 what is currently budgeted; and

24 WHEREAS, the Department, working in consultation with the office of the Chief Administrative
25 Officer, determined the time to amend the budget to move the funds from the Base Salary account to the
26 Overtime account would be in the first half of the fiscal year; and

27 WHEREAS, on November 26, 2013, the Board of Finance approved an amendment to the
28 Department’s FY 2014 Budget to account for the above item and recommended approval of same by the
29 City Council;

30 NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the following
31 amendment of the FY 2014 Budget:

32 **Decrease in Budgeted Appropriations:**

33

<u>Account Name</u>	<u>Account Number</u>	<u>Amount</u>
Salary and Wages – Regular	101-17-050-5000_100	\$128,293

34
35 **Increase in Budgeted Appropriations:**

36

<u>Account Name</u>	<u>Account Number</u>	<u>Amount</u>
Overtime	101-17-050-5100	\$128,293

37

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2 **Resolution Relating to**
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RESOLUTION
Sponsor(s): Councilors Shannon,
Bushor, Aubin: Bd. of Finance
Introduced: _____
Referred to: _____
_____ **APPS:** _____
Date: _____
Signed by Mayor: _____

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7 DELEGATION OF AUTHORITY FOR BUDGET-NEUTRAL
8 AMENDMENTS WITHIN CITY DEPARTMENTS' INDIVIDUAL BUDGETS
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12 **CITY OF BURLINGTON**
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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, the City Charter Article 56, Section 157 requires City Council approval of all budget
18 amendments; and

19 WHEREAS, the frequency of requests for budget amendments by departments has increased due
20 to the implementation of the New World financial reporting system; and

21 WHEREAS, the New World financial reporting system has built-in features that prohibit over-
22 expending certain expense categories, resulting in the need for frequent budget-neutral amendments
23 within departments; and

24 WHEREAS, the frequency of Board of Finance and City Council meetings is such that there have
25 been times when certain invoices could not have been paid on time without a budget adjustment being
26 processed; and

27 WHEREAS, City departments often have the opportunity to accept and spend small grants that do
28 not require matching contributions from the City and are therefore budget-neutral;

29 NOW, THEREFORE, BE IT RESOLVED that the City Council hereby delegates authority for
30 approval of budget-neutral line amendments until June 30, 2014, including the acceptance of grants and
31 expenses related thereto (including amendments to contracts where the contract amendment, revenues and
32 expenses, meet the following criteria and conditions), within departments at or below a certain dollar
33 amount as follows:

34 Budget-Neutral Amendments and "Reserve" Re-Appropriations

35 Chief Administrative Officer \$25,000
36 Mayor and Chief Administrative Officer \$50,000

37
38 Budget-Neutral Grants and "Reserve" Re-Appropriations

39 Mayor and Chief Administrative Officer \$100,000

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Resolution Relating to

DELEGATION OF AUTHORITY FOR BUDGET-NEUTRAL AMENDMENTS WITHIN CITY DEPARTMENTS' INDIVIDUAL BUDGETS

BE IT FURTHER RESOLVED that this authority does not apply to any grant that requires a local match beyond the current fiscal year, or to any grant if in the Chief Administrator Officer's and/or Mayor's opinion the purpose of the grant is contradictory to state or federal law, the City Charter, City Ordinance, prior Council Resolution or the character of the City of Burlington, and all such grants must be submitted to the City Council for approval; and

BE IT FURTHER RESOLVED that all budget-neutral line amendments more than \$50,000 must be recommended by the Board of Finance and approved by the City Council. The department seeking this amendment shall prepare a memo explaining the request and follow any other requirements regarding submission timeframes and accompanying documents; and

BE IT FURTHER RESOLVED that the Clerk/Treasurer's office will prepare an easily understandable summary of all budget amendments processed under such authority and communicate such to the City Council on a quarterly basis. These amendments shall also be shown in an amended annual City budget in the spring of each year to assist in preparation of the next year's budget.

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Resolution Relating to

**AUTHORIZATION TO EXECUTE AGREEMENT
ADDENDUM WITH THE HERTZ CORPORATION AT
BURLINGTON INTERNATIONAL AIRPORT**

CITY OF BURLINGTON

In the year Two Thousand Thirteen.....

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

WHEREAS, the City of Burlington (“City”) owns and operates the Burlington International Airport in South Burlington, Vermont (“Airport”); and

WHEREAS, the City owns land and a building at the Airport known as 1200 Airport Drive; and

WHEREAS, the Hertz Corporation now seeks to enter into a temporary ground agreement for 25,500 square feet at the rental rate of approximately \$17,850 per year, with possible annual adjustments based on Airport operating expenses, effective January 1, 2014, as a month to month agreement with a termination requirement of 30 days’ notice (“Agreement”); and

WHEREAS, the Director of Aviation has determined that the Agreement be in the best interest of the City and Airport, and in the interest of public airport purposes; and

WHEREAS, the Board of Airport Commissioners at their meeting on November 20, 2013, approved the Agreement; and

WHEREAS, the Board of Finance, at its meeting on November 25, 2013, approved the Agreement, to be in substantial conformance with the draft document attached hereto,

NOW THEREFORE BE IT RESOLVED THAT the Director of Aviation is hereby authorized to execute the Agreement on behalf of the City, subject to prior review by the Chief Administrative Officer and the City’s Attorney, as necessary.

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

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**Resolution Relating to
AUTHORIZATION TO EXECUTE AGREEMENT
ADDENDUM WITH THE HERTZ CORPORATION AT
BURLINGTON INTERNATIONAL AIRPORT**

NAME/PURPOSE OF CONTRACTS:	Hertz Temporary Ground Use Agreement/ Addendum
ADMINISTRATING DEPARTMENT:	Airport
CONTRACT AMOUNTS:	Per Agreement
CONTRACT TERM:	Effective January 1, 2014
DESIGNATION OF FUNDS:	
FISCAL YEAR:	2014
ACCOUNT NAME:	Terminal Non-Airline
ACCOUNT NUMBER:	35002.44081

200020-78 Resolution – Hertz Temporary Ground Use Agreement

**TEMPORARY GROUND LEASE;
ADDENDUM TO CONCESSION AGREEMENT**

THIS STANDARD TEMPORARY GROUND LEASE effective this _____ day of _____, 2013 by and between the City of Burlington, Vermont, a duly and lawfully constituted municipal corporation, acting by and through the Burlington Airport Commission (hereinafter called "LESSOR"), and The Hertz Corporation, a corporation authorized to do business in the State of Vermont (hereinafter called "LESSEE").

WHEREAS, LESSOR, owns and operates an airport known as the Burlington International Airport located at 1200 Airport Drive #1 in the city of South Burlington, Vermont, which Airport and any additions or improvements thereto or changes therein which the City hereafter makes or authorizes are hereinafter collectively called the "Airport"; and

WHEREAS, on _____, LESSEE and LESSOR entered into a "Concession Agreement for Car Rental Concession, Burlington International Airport" which controls their relationship as to LESSEE'S car rental operations at the Airport ("Concession Agreement"); and

WHEREAS, LESSOR wishes to enter into a lease for a certain portion of land and improvements it owns, in the interest of furthering and carrying on its purpose in the operation of the Airport and in the public interest and the interest of public airport purposes; and

WHEREAS, LESSEE in support of their operations on the Airport desires to temporarily lease and use a portion of the Airport premises as hereinafter described, together with certain rights and privileges in connection therewith for temporary overflow parking of rental vehicles;

NOW THEREFORE, for and in consideration of the premises and of the mutual covenants and promises herein contained, the parties hereby covenant and agree to the following, as an addendum to their Concession Agreement:

1. PREMISES.

LESSOR hereby leases to LESSEE for its exclusive use, and LESSEE hereby hires and takes from LESSOR, an additional portion of the so-called Overflow Parking Lot on Airport Drive Extension consisting of approximately twenty five thousand five hundred (25,500) square feet, as shown on the sketch attached hereto and marked Exhibit "A" (hereinafter "Leased Premises").

2. TERM.

With regard to the PREMISES herein described, the term of this Agreement shall commence on January 1, 2014 and shall continue on a month-to-month basis until termination by either party for any or no reason. Termination requires 30 days advance written notice.

3. RENTAL.

With regard to the PREMISES herein described, for and during the term hereof, LESSEE shall pay LESSOR the following monthly rental for the use and occupancy of the Leased Premises, in equal monthly installments in advance, on or before the fifth business day of each calendar month of the term at the office of the Director of Aviation, Burlington International Airport, 1200 Airport Drive, #1, South Burlington, Vermont 05403. \$0.70 per square foot for the Leased Premises comprising the space within the Overflow Parking Lot consisting of Twenty Five thousand and Five hundred (25,500) square feet equating to a monthly cost of \$1,487.50.

If the term of this agreement/addendum shall begin or end on any day of the month other than the first (1st) day, the rent for the month in which this lease shall commence or terminate shall be pro-rated on a per-diem basis.

Any rental amount payable which shall not have been paid when due shall bear interest at the rate of one and a half (1 1/2%) per month, which interest shall be paid by Lessee in addition to such amount.

4. USE OF PREMISES.

The Leased Premises shall be used solely as an overflow parking for rental vehicles.

5. CONCESSION AGREEMENT'S TERMS.

Except as to the specific terms of this addendum document with regard to Premises, Term, Rental and Use of Premises, all terms and conditions of the Concession Agreement control the parties' relationship, including but not limited to that document's ARTICLE VI, INDEMNIFICATION AND INSURANCE; and ARTICLE XVII, LIVABLE WAGE. In addition, LESSEE shall, prior to January 1, 2014, secure insurance coverage for the PREMISES described in this addendum document, that comports entirely with the Concession Agreement's ARTICLE VI. Further, LESSEE hereby agrees with regard to the Premises, Term Rental and Use of Premises set forth in this addendum document, to indemnify, hold harmless and defend LESSOR, its agents, elected officials, employees, representatives, guests and invitees from any and all claims or actions of any type for injury or damages of any sort (including death) resulting from any release,

spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing or migration of any Hazardous Material (as defined by 42 U.S.C. 6901, et seq. as amended/superseded) and/or state law; and/or Hazardous Substance (as defined in CERCLA as amended/superseded) and/or state law, by LESSEE and/or LESSEE'S agents, employees, subcontractors, guests, invitees, representatives and/or affiliates of any kind.

IN WITNESS WHEREOF, this Amended Agreement has been entered into as of the date first above written.

ATTEST:

CITY OF BURLINGTON

Witness

BY: _____
Gene Richards, Director of Aviation

ATTEST:

CONTRACTOR

Witness

BY: _____



City of Burlington
Burlington International Airport
1200 Airport Drive, #1
South Burlington, VT 05403
(802) 863-2874
www.btv.aero

MEMO

TO: Board of Finance
FROM: Ryan Betcher, Burlington International Airport
DATE: December 9, 2013

SUBJECT: City Council Approval Request – Addendum to Temporary Ground Lease for Hertz Car Rental

The Burlington Airport seeks City Council approval and authorization for the City to enter into a temporary ground lease agreement for parking space on Airport property.

Hertz Car Rental seeks to lease gravel lot space in the amount of 25,500 square feet from the Airport for an annual amount of \$.70 per square foot for FY'14. The rate is dependent upon Airport operating expenses and may change for each fiscal year that the agreement is in effect.

The agreement will begin on January 1, 2014 and does not contain an expiration date as it may be cancelled by either party with 30 days notice.

The agreement was reviewed by legal prior to being presented. The Airport Commission approved the terms of the agreement on November 20, 2013. In addition, the Board of Finance approved the terms of the agreement on November 25, 2013.

This addendum references the current car rental agreement which does contain the City of Burlington's Livable Wage language.

Thank you for your consideration.

RESOLUTION _____

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

Introduced: 12/9/13

Referred to: _____

Action: _____

Date: _____

Signed by Mayor: _____

Resolution Relating to

AUTHORIZATION FOR FINANCING AND PURCHASE OF OPERATING EQUIPMENT AT BURLINGTON INTERNATIONAL AIRPORT

CITY OF BURLINGTON

In the year Two Thousand Thirteen.....

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

WHEREAS, the City of Burlington (“City”) owns and operates the Burlington

International Airport in South Burlington, Vermont (“Airport”); and

WHEREAS, the Airport’s FY2014 budget includes funds for financing the purchase of vehicles and operating equipment for use in the maintenance of the Airport (together, “Equipment”), to be purchased utilizing Federal and State of Vermont purchasing programs; and

WHEREAS, the Airport’s Director of Aviation now deems it prudent and in the interest of the City, Airport and public airport purposes, to move forward with the Equipment purchases with financing through the City (total approximately \$297,974.08) expected to result in both revenue to the City and savings for the Airport; and

WHEREAS, the Board of Airport Commissioners, on November 20, 2013, voted to recommend the purchase and financing of the Equipment; and

WHEREAS, the Board of Finance on November 25, 2013, voted to recommend the purchase and financing of the Equipment,

NOW THEREFORE BE IT RESOLVED THAT the Director of Aviation, Gene Richards, is hereby authorized and directed to purchase the Equipment on behalf of the City, with financing for said purchases through the City, subject to prior review by the City Attorney and Chief Administrative Officer, as necessary.

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Page TWO

**Resolution Relating to
AUTHORIZATION FOR FINANCING AND PURCHASE OF
OPERATING EQUIPMENT AT
BURLINGTON INTERNATIONAL AIRPORT**

NAME/PURPOSE OF CONTRACTS:	Purchase and Finance Vehicles and Equipment
ADMINISTRATING DEPARTMENT:	Airport
CONTRACT TERM:	5 years
CONTRACT AMOUNT:	\$297,974.00 (\$63,218.00/year) estimate
SOURCE OF FUNDS:	Airport Operating Revenues
FISCAL YEAR:	FY2014
ACCOUNT NAME:	Capital
ACCOUNT NUMBER:	400-35-431.9500_110
200020-00078 (Equip.Purch.FY14)	



BURLINGTON INTERNATIONAL AIRPORT

MEMO

TO: Finance Board

FROM: Burlington International Airport

DATE: December 9, 2013

SUBJECT: City Council Approval Request – Financing and purchase of Vehicles & Equipment

The Burlington Airport is seeking Finance Board and City Council approval for the financing and purchase of vehicles and equipment for FY2014.

The airport will be purchasing several pieces of equipment and vehicles to support airport operations and has obtained quotes and pricing from Federal GSA and State of Vermont pricing schedules as shown on the attached listing. The airport will be financing this equipment through the City of Burlington which will generate roughly \$18,115 in income to the City and save the airport roughly \$36,754 in financing costs over the 5 year term of the loan. Total city financing will be approximately \$297,974.08 reimbursed in regular installments over a 5 year term at 2% interest.

This mutually beneficial financing will enable to airport to purchase FAA recommended line painting equipment for the airfield, and to replace aging fleet vehicles and equipment. All of this is necessary for the continuing safe and secure operation of the airport.

Airport capital has been budgeted for FY14 to cover the cost of financing for this year and going forward future budgets will include money to cover these payments.

This item was approved by the Airport Commission on November 20, 2013. In addition, the Board of Finance approved this item on November 25, 2013.

Thank you for your consideration of this important project.

1200 Airport Drive, #1
South Burlington, Vermont 05403

Phone: (802) 863-2874 (TTY)
Fax: (802) 863-7947
www.btv.aero

RESOLUTION _____

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

Introduced: 12/9/13

Referred to: _____

Action: _____

Date: _____

Signed by Mayor: _____

Resolution Relating to

AUTHORIZATION FOR MODIFICATION OF PASSENGER BOARDING BRIDGE AT BURLINGTON INTERNATIONAL AIRPORT

CITY OF BURLINGTON

In the year Two Thousand Thirteen.....

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

WHEREAS, the City of Burlington ("City") owns and operates the Burlington International Airport in South Burlington, Vermont ("Airport"); and

WHEREAS, on April 15, 2013, the City Council authorized the purchase of a passenger boarding bridge for the Airport's Gate 11; and

WHEREAS, a larger classification of aircraft will be serving the Airport requiring a larger boarding bridge in the future and the Director of Aviation has determined that modifying the passenger boarding bridge located at Gate 11 will be in the best interest of the City, the traveling public and public airport purposes; and

WHEREAS, the Airport's Director of Aviation now deems it prudent to contract for the modification of the passenger boarding bridge at Gate 11 with Engelberth Construction, Inc., in the amount of \$330,351.00 ("Contract"), to be paid for using Passenger Facility Charge (PFC) funding, upon approval by the Federal Aviation Administration (FAA) and;

WHEREAS, the Board of Airport Commissioners voted to recommend approval of the Contract on November 20, 2013; and

WHEREAS, the Board of Finance on November 25, 2013, voted to recommend execution of the Contract,

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Page two

**Resolution Relating to
AUTHORIZATION FOR MODIFICATION
OF PASSENGER BOARDING BRIDGE AT
BURLINGTON INTERNATIONAL AIRPORT**

NOW THEREFORE BE IT RESOLVED THAT the Director of Aviation, Gene Richards, is hereby authorized and directed to execute the Contract on behalf of the City, for the modifications referenced, to be paid for using authorized PFC funds, subject to prior review by the City Attorney and Chief Administrative Officer, as necessary.

NAME/PURPOSE OF CONTRACTS:	Modify Passenger Boarding Bridge
ADMINISTRATING DEPARTMENT:	Airport
CONTRACT TERM:	Per Contract
CONTRACT AMOUNT:	\$330,351.00
SOURCE OF FUNDS:	Passenger Facility Charge (PFC)
FISCAL YEAR:	FY2014
ACCOUNT NAME:	PFC Projects/Boarding Bridge
ACCOUNT NUMBER:	450-35-700.9500_110



City of Burlington
Burlington International Airport
1200 Airport Drive, #1
South Burlington, VT 05403
(802) 863-2874
www.btv.aero

MEMO

TO: Finance Board
FROM: Burlington International Airport
DATE: November 25, 2013

SUBJECT: City Council Approval Request – Modify Terminal Passenger Boarding Bridge

Burlington International Airport seeks Finance Board and City Council approval and authorization to contract with Engelberth Construction, Inc. in the amount of \$330,351 related to modifications to the passenger boarding bridge at Gate 11 in the terminal building.

The passenger boarding bridge installed at Gate 11 in the south concourse of the terminal was designed for use by aircraft up to the Boeing 737-900 in size and was requested by Delta Airlines for their Atlanta service. Since that time, Delta has indicated that they intend to service BTV with larger aircraft that require a longer and larger bridge to meet ADA requirements. The original passenger boarding bridge was installed by Thyssen Krupp and Engleberth Construction. The Airport negotiated the modification work with those two firms after reviewing several modification alternatives. The option selected will provide the timeliest and most cost effective method for providing an upgraded passenger boarding bridge to serve Delta's proposed service schedule.

The passenger boarding bridge modifications are eligible for reimbursement utilizing 100% Passenger Facility Charge (PFC) funding. A contract has been prepared and will be executed upon approval of this item. Livable wage provisions will apply to this contact and language has been included in the document.

A resolution has been prepared and submitted to the City Attorney and McNeil, Leddy, and Sheehan for their review. A draft copy of that resolution is included with this request. The Airport Commission approval for the proposed purchase was received on November 20, 2013. In addition, the Board of Finance approved the proposed purchase on November 25, 2013.

Thank you for your consideration.

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6 **AUTHORIZATION TO EXECUTE LEASE RENEWAL**
7 **WITH GREYHOUND LINES, INC. AT BURLINGTON**
8 **INTERNATIONAL AIRPORT**
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RESOLUTION _____
Sponsor(s): **Councilors Bushor,**
Aubin, Knodell: Bd. of Finance
Introduced: 12/9/13
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

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:

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17
18 WHEREAS, the City of Burlington (“City”) owns and operates the Burlington

19 International Airport in South Burlington, Vermont (“Airport”); and

20 WHEREAS, the City owns land and a building at the Airport known as 1200 Airport
21 Drive, portions of which are leased to the Greyhound Lines, Inc.; and

22 WHEREAS, Greyhound now seeks to renew its lease of 204 square feet at the rental rate
23 of approximately \$9,792 per year, with possible annual adjustments based on Airport operating
24 expenses, effective January 1, 2014, with a term of three years (“Lease”); and

25 WHEREAS, the Director of Aviation has determined that the Lease will be in the best
26 interest of the City and Airport, and in the interest of public airport purposes; and

27 WHEREAS, the Board of Airport Commissioners at their meeting on October 15, 2013,
28 approved the Lease; and

29 WHEREAS, the Board of Finance, at its meeting on November 12, 2013, approved the
30 Lease, to be in substantial conformance with the draft document attached hereto,

31 NOW THEREFORE BE IT RESOLVED THAT the Director of Aviation is hereby
32 authorized to execute the Lease on behalf of the City, subject to prior review by the Chief
33 Administrative Officer and City’s legal counsel, as necessary.
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Page TWO

Resolution Relating to

**AUTHORIZATION TO EXECUTE LEASE RENEWAL
WITH GREYHOUND LINES, INC. AT BURLINGTON
INTERNATIONAL AIRPORT**

NAME/PURPOSE OF CONTRACTS:	Greyhound Lease Renewal
ADMINISTRATING DEPARTMENT:	Airport
CONTRACT AMOUNTS:	Per Agreement
CONTRACT TERM:	Three years effective January 1, 2014
DESIGNATION OF FUNDS:	
FISCAL YEAR:	2014
ACCOUNT NAME:	Terminal Non-Airline
ACCOUNT NUMBER:	400-35-430-4505
200020-206 "Greyhound" Lease Renewal	

DRAFT LEASE AGREEMENT – OFFICE/COUNTER SPACE AND PUBLIC/COMMERCIAL BUS TRANSPORTATION

THIS LEASE AGREEMENT (“Agreement”), is made and entered into as of the ___ day of _____, 2013, by and between the City of Burlington (“City”), and Greyhound Lines, Inc. (“Lessee”) a corporation organized under the laws of the State of Delaware. For and in consideration of the premises and the mutual covenants in this Agreement, City and Lessee agree as follows:

I. RECITALS

1.1 City owns and operates the Burlington International Airport (the “Airport”), located in Chittenden County, Vermont; and

1.2 Lessee desires to lease certain existing space in the Terminal building at the Airport as office/counter space and desires accommodation of transient (i.e.; for loading and unloading of passengers and baggage) bus parking near the Airport’s Terminal building; and

1.3 City is willing to grant Lessee the right to use existing space at the Airport for office/counter purposes; and the right to park buses near the Airport’s Terminal building, on the following terms and conditions.

II. PURPOSE

2.1 City leases to Lessee the office/counter space located at the Airport as depicted on Exhibit A (the “Space”). Lessee shall have the exclusive right to utilize the Space for general office space, ticket sales, and information purposes, in connection with its business operations and no other use of the Space is allowed without the prior written consent of the City.

2.2 City authorizes the transient parking of buses for the purposes of loading and unloading of bus passengers and their baggage only, at the location depicted on Exhibit B the “Parking Area”). No more than two buses shall be curbside at the same time.

III. REPRESENTATIONS

3.01 Representations by the City. The City hereby represents that City is a duly and lawfully created, existing and organized municipal corporation owning and operating the Airport, having the power to enter into the transaction contemplated by this Agreement and to carry out its obligations hereunder, and by proper action the City has duly authorized the execution and delivery of this Agreement.

3.02 Representations by Lessee. The Lessee makes the following representations as the basis for its undertakings herein contained:

- a. Lessee is in good standing under the laws of Delaware; has the power to enter into this Agreement; and is in full compliance with all applicable Vermont laws relating to the conduct of its business in Vermont.
- b. Lessee will occupy and use the Leased Premises subject to the control and jurisdiction of the City in accordance with the terms hereof.

IV. TERM

4.1 This Agreement shall commence on January 1, 2014, and shall end on December 31, 2016, unless sooner terminated in accordance with the terms hereof.

V. RENT

5.1 For the exclusive use of the Space identified in "Exhibit A" and the right to park buses as depicted on Exhibit B," Lessee shall pay to City a rental fee, adjusted annually on the first day of July and based upon the total square footage, equal to two hundred and four (204) square feet, of the Premises multiplied by the square footage rate payable by signatory airlines for similar space within the Terminal building. Such payment shall be prorated on a monthly basis and paid monthly in advance on the first day of each calendar month of the term of this Agreement, with or without billing. Payment shall be made at the Office of the Director of Aviation, 1200 Airport Drive, #1, South Burlington, Vermont 05403 or such place as may hereafter be designated by City.

City, subject to its ability to so provide, will furnish heat and air conditioning for the demised Premises at no additional cost to Lessee. Please note that if Lessee wishes to operate a queue area in front of the counter space, that area will be billed at the same rental fee identified above. Prior to installation of a queue area or kiosk, Contractor must receive written approval from the Director of Aviation.

VI. CITY OBLIGATIONS

As to the Space:

6.1 City shall provide finished floors, doors, walls, ceilings with general lighting, heating and air conditioning to all parts of the Space. City makes no representation or warranty with respect to the condition of the Space or its fitness or availability for any particular use and City shall not be liable for any latent or patent defect thereon.

As to the Parking Area:

6.2 The City shall cause the Parking Area to be available to Lessee during its scheduled hours of operation, providing for the timely removal of snow as applicable, the general maintenance of the curb for public operations and control of passenger vehicles.

VII. LESSEE OBLIGATIONS

7.1 Lessee agrees to establish, operate and maintain a high quality, financially sound coach service business responsive and courteous to the traveling public including the furnishing of good, prompt and efficient services at the Airport on a fair and reasonable basis.

7.2 Lessee agrees to maintain an appropriate on-Airport counter facility in the Space identified in Exhibit A, including operating facilities and accessories as required, and conduct its ticket sales in the space assigned.

7.3 Lessee agrees to keep the assigned premises clean, neat, and orderly at all times to include regular vacuuming, carpet cleaning, counter and sign cleaning and provide for the orderly disposal of all trash and debris.

7.4 Lessee agrees to pay the rent and other charges herein reserved at such times and places as the same are payable.

7.5 Lessee shall provide only the operate the latest model coach buses to and from Airport premises which are safe and in good repair, free of mechanical defects, and clean and properly serviced.

7.6 Lessee agrees to keep and maintain all parts of the Space and Parking Area, including related and associated appurtenances, in good condition, order and repair during the term of this Agreement. Lessee is further obligated to, upon termination whether for cause or conclusion of term, restore Space to the condition upon which it was found upon commencement of this Agreement. Notwithstanding anything to the contrary in this Agreement, Lessee shall not be responsible for structural work, capital improvements, capital expenditures and/or replacements in, on or affecting the Space or the Parking Area.

7.7 Lessee agrees to, at its own expense, obtain any necessary approvals and/or permits from the City of South Burlington (and any other appropriate governmental authority) for its use of the Space and Parking Area and agrees to observe and comply with any and all present and future requirements of the constituted public authority and with all federal, state or local statutes, ordinances, regulations and agreements applicable to Lessee for its use of the Space and Parking Area, including, but not limited to, ordinances, rules and regulations promulgated from time to time by or at the direction of City for the administration of the Airport.

7.8 Lessee agrees that it is an independent business and an employing unit subject as an employer to all applicable unemployment compensation, occupational safety and health, or similar statutes. The City shall have no responsibility to or liability for treating Lessee's employees as employees of the City, their safety, or keeping records, making reports, or paying any payroll taxes or contribution.

7.09 Lessee shall pay, on or before their respective due dates, all federal, state, and local taxes and fees which are now or may hereafter be levied upon the Space and Parking Area, or upon Lessee, or upon the business conducted on the premises, or upon any of Lessee's property used in connection therewith.

7.10 Lessee shall commit no actionable waste or nuisance upon the Space and Parking Area and shall not do or permit to be done anything that may result in the creation, commission or maintenance of any such wage or nuisance on the Space and Parking Area.

7.11 Lessee shall observe and comply with any and all present and future security regulations and procedures and operational procedures promulgated from time to time by or at the direction of City for the administration of the Airport.

7.12 Lessee shall pay all charges for telephone service, data and electrical utilities, including installation and normal repair and maintenance, related to referenced services and utilities required by Lessee.

7.13 Lessee shall not assign, mortgage, or encumber this Agreement or underlet or sublease the Space or Parking Area or any part of the Space or Parking Area.

7.14 Lessee shall not use or occupy the Space or Parking Area in such a manner as to impair the use of any part of the Terminal building or interfere with the business or occupancy of any other Airport tenant.

7.15 Lessee shall not inscribe, paint, affix or permit any sign, advertisement or notice on any part of the Space or Parking Area, including affixing the same to any door, without the prior written

consent of City. Lessee shall have the right to install on the Premises a sign or other corporate or trade name identification. The size, type, design and location of such sign or other identification in the Space shall, however, be in compliance with any and all applicable state statute or local ordinance and shall be subject to the prior written approval of the Airport Director which approval will not be unreasonably denied or delayed. The Lessee shall maintain such signs in good state of repair, and shall repair any damage that may have been done to the Leased premises by the erection, existence, maintenance, or removal of such signs.

VIII. MAINTENANCE

8.1 Except for damage caused by any negligent or intentional act or negligent omission of Lessee, Lessee's agents, employees, or invitees, City shall maintain the common areas, all structural elements of the Terminal building and all mechanical systems in good condition and repair. Subject to section 6.2 above, Lessee shall maintain the Space and Parking Area in good repair and condition at all times.

8.2 The City is not responsible for any claims for compensation or any losses, damage of injury sustained by the Lessee resulting from conditions outside the control of the City, including but not limited to, failure of any water supply, heat, air conditioning, electrical current, or sewage or drainage facility, bursting or leaking of water pipes unless due to the negligence or willful acts of City or its agents or employees.

IX. ALTERATIONS AND IMPROVEMENTS

9.1 City is not responsible or obligated to make any alterations, modifications or improvements to the Space or Parking Area.

9.2 Lessee shall not do any work in or about the Space or Parking Area or make any improvements, alterations or additions to the Space or Parking Area without the prior written consent of City. Any alterations, improvements or additions made by Lessee shall be at no cost to City and shall remain upon the Space and Parking Area at the termination of this Agreement and become the property of City unless City shall give Lessee written notice to remove the same. In that event, Lessee shall remove the improvements or additions and restore the Space and Parking Area to the same condition in which it was at the commencement of this Agreement, reasonable wear and tear excepted. Should Lessee fail to do so, City may do so and Lessee shall pay the cost and expense thereof.

X. RIGHT OF ENTRY

10.1 City and its agents shall have the right to enter the Space and Parking Area during all reasonable hours for any reasonable purpose, including but not limited to, inspection and repair.

XI. INSURANCE AND INDEMNIFICATION

11.1 During the terms of this Agreement, Lessee shall at all times carry insurance with companies duly licensed to provide insurance coverage in the State of Vermont, and approved by the City, to protect Lessee and the City against any and all claims, demands, actions, judgments, costs, expenses, or liabilities of every kind which may arise, directly or indirectly, from or by reason of Lessee's use and occupancy of the Space and Parking Area. At a minimum, Lessee shall carry and maintain Commercial General Liability coverage in the minimum amount of \$1,000,000 per occurrence. Any and all such policies shall name the City of Burlington, Vermont, Burlington International Airport, as an additional insured.

11.2 Lessee shall defend (at the option of the City), indemnify, and hold the City, its successors, assigns, officers, elected and non-elected officials and employees, harmless from and against any and all claims, demands, suits, causes of action, judgments and liability of every character type or description, including all expenses of litigation, court costs and attorney's fees (collectively "Indemnified Liability") arising out of or concerning this Agreement, or the use and occupancy of the Space and Parking Area, including but not limited to:

- a. damage to or loss of any property, including but not limited to City of Burlington/Airport property;
- b. death, bodily injury, illness, disease, workers' compensation, loss of services, or loss of income or wages to any person, including but not limited to employees of Lessee and the City, arising out of, or caused, by the negligence, gross negligence, willful misconduct or strict liability of Lessee or its agents, employees or contractors.

XII. HAZARDOUS SUBSTANCES

12.1 Lessee shall not use, generate, store, discharge, or dispose of any Hazardous Substance on, under, about, or within the Space and Parking Area or any building or other property at the Airport. In the event of any spill or discharge of Hazardous Substances caused by Lessee, its employees, agents or invitees, Lessee, at Lessee's sole cost, shall promptly remediate all affected areas including, without limitation, the Space and Parking Area, to background levels in full and complete compliance with all applicable laws, rules, ordinances and regulations. As used herein, Hazardous Substances shall mean any substance, product, waste or other material of any nature that is or becomes listed or regulated under any Federal, State or local law, rule, regulation or ordinance concerning hazardous, toxic or dangerous substances, wastes or materials including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Resource conservation and Recovery Act ("RCRA"), and the Hazardous Substances Act ("HSA"). Lessee shall defend, indemnify and hold City harmless from all claims, demands, fines, suits, actions judgments and liability (including both civil and criminal) and all costs of litigation, attorney's fees and court costs, to the full extent arising out of or concerning the use, generation, storage, disposal, discharge, or clean-up of hazardous substances by Lessee at the Airport.

XIII. EXCLUSIVITY – NON-DISCRIMINATION

13.1 Lessee agrees that in the exercise of the rights and privileges herein granted for the furnishing of services hereunder to the public that it will:

- a. Furnish said services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and
- b. charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided that Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

13.2 It is specifically understood and agreed that nothing herein contained shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

13.3 Lessee, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person, on the ground of

race, color, sex or national origin, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Space or Parking Area or furnishing of services thereon (2) in the construction of any improvements on the Space or Parking Area, no person on the grounds of race, color, sex or national origin, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination, (3) Lessee shall use the Space or Parking Area in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

In event of breach of any of the above nondiscrimination covenants, City shall have the right to immediately terminate this Agreement, and to re-enter and repossess the Space and Parking Area, and hold the same as if said Agreement had never been made or issued.

XIV. GENERAL PROVISIONS

14.1 Subordination to Agreements- This Agreement is subject and subordinate to the provisions of any agreement heretofore or hereafter made between the City and the United States Government or State of Vermont relative to the operation or maintenance of the Airport, the execution of which has been required or may be required as a condition precedent to the transfer of federal rights, funds or property to the City for Airport purposes, or the expenditure of federal funds for the improvement or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, as it has been amended from time to time.

14.2 Acceptance of Fees - No acceptance by City of rentals, fees, charges or other payments in whole or in part, for any period or periods after a default of any of the terms, covenants, and conditions hereof to be performed, kept or observed by Concessionaire, shall be deemed a waiver of any right on the part of the City to terminate this Agreement for any subsequent violation by Concessionaire.

14.3 Nonwaiver of Rights- No waiver of default by either party of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party.

14.4 Notices- Notices required herein may be given by registered or certified mail by depositing the same in the United States mail in the continental United States, postage prepaid. Any such notice so mailed shall be presumed to have been received by the addressee seventy-two (72) hours after deposit of same in the mail. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices to City shall be delivered as follows:

Director of Aviation
Burlington International Airport
1200 Airport Drive,# 1
South Burlington, Vermont 05403

Vice President, Real Estate
Greyhound Lines, Inc.
600 Vine Street – Suite 1400
Cincinnati, OH 45202

Notices to Lessee shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to Lessee at the address on file with the Director. If notice is given in any other manner or at any other place, it will also be given at the place and in the manner specified above.

14.5 Captions -The headings of the several articles of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

14.6 Severability- If one or more clauses, sections, or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is agreed that the remainder of the Agreement shall not be affected thereby.

14.7 Waiver of Claims- The Lessee hereby waives any claim against the City of Burlington and the State of Vermont and its officers, or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part thereof, or by any judgment or award in any suit proceeding declaring this Agreement null, void or voidable, or delaying the same or any part hereof, from being carried out.

14.8 Right to Develop Airport- It is further covenanted and agreed that the City reserves the right to further develop or improve the Airport and all landing areas and taxiways as it may see fit, regardless of the desires or view of the Lessee and without interference or hindrance. The City reserves the right to relocate the Assigned Area, and in the event of a relocation, the City will use its best efforts to provide substitute space of comparable size and suitability for the uses called for by this agreement..

14.9 Incorporation of Exhibits-All exhibits referred to in this Agreement are intended to be and hereby are specifically made a part of this Agreement.

14.10 Incorporation of Required Provisions- The parties incorporate herein by reference all provisions lawfully required to be contained herein by any governmental body or agency.

14.11 Non-liability of Agents and Employees- No member, officer, agent, director, or employee of the City shall be charged personally or held contractually liable by or to Concessionaire under any term or provision of this Agreement or because of any breach thereof or because of its or their execution or attempted execution.

14.12 Successors and Assigns Bound- This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto where permitted by this Agreement.

14.13 Right to Amend- In the event that the Federal Aviation Administration or its successors require modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, the Lessee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required.

14.14 Time of Essence - Time is expressed to be of the essence of this Agreement.

14.15 Gender- Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, unless the context otherwise required.

14.16 Force Majeure- Neither the City nor the Lessee shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, act of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control, and the party experiencing force majeure shall give immediate notice to the other party identifying the nature of such force majeure and when it began. The party experiencing force majeure shall take immediate action to attempt to remove such causes of force majeure as may occur from time to time and its operations under this Agreement shall be resumed immediately after such cause has been removed, provided that neither party shall be required to settle any labor dispute except upon terms that party deems acceptable. The suspension of any obligations under this section shall not cause the term of this Agreement to be extended and shall not affect any rights accrued under this Agreement prior to the commencement of the force majeure. The party giving notice of the force majeure shall also give notice of its cessation.

14.17 Interpretation - The language in all parts of this Agreement shall in all cases be construed simply according to its fair meaning and not strictly construed against the City.

14.18 Reserved Rights and Privileges- All rights and privileges not specifically granted to Lessee in this Agreement shall be reserved to the City.

14.19 This agreement shall be construed and interpreted according to the laws and regulations of the State of Vermont.

XV. ENTIRE AGREEMENT

15.1 It is understood and agreed that this instrument contains the entire agreement between the parties hereto. It is further understood and agreed by Lessee that City and City's agents have made no representations or promises with respect to this Agreement expressly set forth, and that no claim or liability or cause for termination shall be asserted by Lessee against City for, and City shall not be liable by reason of, the breach of any representation or promises not expressly stated in this Agreement, any other written or parole agreement with City being expressly waived by Lessee.

The individuals executing this Agreement warrant that they have full authority to execute this lease on behalf of the entity for which they are acting herein.

The parties hereto do hereby execute this Agreement on the day and year first above mentioned.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed, in duplicate, with all the formalities required by law on the day and year written below.

BURLINGTON INTERNATIONAL AIRPORT:

ATTEST: _____

By: _____

Gene Richards
Director of Aviation

ATTEST: _____

STATE OF VERMONT

COUNTY OF CHITTENDEN, ss

At Burlington this ___ day of _____, 2013 before me personally appeared Gene Richards, Director of Aviation, duly authorized agent of the City of Burlington, and he acknowledged the execution of this document to be his free act and deed, and the free act and deed of the City of Burlington .

Notary Public
My Commission Expires:

Greyhound Lines, Inc. - AIRPORT

ATTEST: _____

BY: _____

ATTEST: _____

TITLE: _____
Duly Authorized

DATE: _____

STATE OF _____
_____ County, SS.

At _____ this ___ day of _____, 2013 before me personally appeared _____, duly authorized agent of Greyhound Lines, Inc., and he/she acknowledged the execution of this document to be his/her free act and deed, and the free act and deed of Greyhound Lines, Inc.

Notary Public
My Commission Expires:

Exhibit "A"



City of Burlington
Burlington International Airport
1200 Airport Drive, #1
South Burlington, VT 05403
(802) 863-2874
www.btv.aero

MEMO

TO: Board of Finance
FROM: Ryan Betcher, Burlington International Airport
DATE: December 9, 2013

SUBJECT: City Council Approval Request – Greyhound Lease Space Renewal

The Burlington Airport seeks City Council approval and authorization for the City to enter into a lease agreement for office and ticket counter space within the terminal building.

Greyhound Lines, Inc. is seeking renewal of a lease agreement with the City of Burlington for the lease of 204 square feet of office space within the terminal building. The lease rate will be consistent with the published terminal rental rate, which is \$48 per square foot for FY'14. Rate is dependent upon Airport operating expenses and may change for each fiscal year that lease is in effect.

The lease will begin on January 1, 2014 and expire on December 31, 2016. The lease agreement does not contain a renewal term.

The agreement was reviewed by legal prior to being presented. The Airport Commission approved the terms of the agreement on October 15, 2013. In addition, the Board of Finance approved the terms of the agreement on November 12, 2013.

Thank you for your consideration.

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Resolution Relating to

**AUTHORIZATION TO EXECUTE LEASE RENEWAL
WITH FEDERAL EXPRESS CORPORATION FOR
73 CUSTOMS DRIVE AT BURLINGTON
INTERNATIONAL AIRPORT**

CITY OF BURLINGTON

In the year Two Thousand Thirteen.....

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

That WHEREAS, the City of Burlington (“City”) owns and operates the Burlington International Airport in South Burlington, Vermont (“Airport”); and

WHEREAS, the City owns land and a building at the Airport known as 73 Customs Drive; and

WHEREAS, the Federal Express Corporation, now requests to renew a lease of 9,000 square feet in the building at the total rental rate of approximately \$18,000, and 84,250 square feet of ramp area at the total rental rate of approximately \$31,155.45 per year to be adjusted by the CPI annually as described in a proposed lease, a draft copy of which is attached hereto; and

WHEREAS, the lease will be effective January 1, 2014, have an initial term of four years and six months, and have a renewal term of an additional five years effective July 1, 2018 (“Lease”); and

WHEREAS, the Director of Aviation Gene Richards deems the Lease to be in the best interest of the City, Airport and public airport purposes; and

WHEREAS, the Board of Airport Commissioners approved the principal terms of the Lease on March 18, 2013; and

WHEREAS, the Board of Finance approved the Lease on November 25, 2013, to be in substantial conformance with the draft document attached hereto.

RESOLUTION _____
Sponsor(s): **Councilors Shannon, Bushor, Aubin: Bd. of Finance**
Introduced: 12/9/13
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

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4 **Page TWO**

5 **Resolution Relating to**

6
7 **AUTHORIZATION TO EXECUTE LEASE RENEWAL**
8 **WITH FEDERAL EXPRESS CORPORATION FOR**
9 **73 CUSTOMS DRIVE AT BURLINGTON**
10 **INTERNATIONAL AIRPORT**

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15 NOW THEREFORE BE IT RESOLVED that the Mayor of the City of Burlington, Miro

16 Weinberger, is hereby authorized to execute the Lease between Federal Express

17 Corporation and the City of Burlington, and such other documents as will be required for the

18 lawful culmination of the Lease, all subject to the prior approval of the Chief Administrative

19 Officer and the City Attorney as necessary.

20 NAME/PURPOSE OF CONTRACTS:	Federal Express Lease Renewal
21 ADMINISTRATING DEPARTMENT:	Airport
22 CONTRACT AMOUNTS:	Per Agreement
23 CONTRACT TERM:	Four years six months effective January 1, 2014
24 RENEWAL TERM:	Five years
25 DESIGNATION OF FUNDS:	
26 FISCAL YEAR:	2014
27 ACCOUNT NAME:	Industrial Park
28 ACCOUNT NUMBER:	4465.4470

29
30 200020-70 ; Resolution – “Federal Express” Lease Renewal

LEASE AGREEMENT

This Lease Agreement is made this ____ day of _____, 2013, and effective as of January 1, 2014, by and between the City of Burlington, a municipal corporation in the State of Vermont (hereinafter referred to as "Lessor" or "City"), and Federal Express Corporation, a Delaware corporation, having a principal place of business at 3680 Hacks Cross Road, Building H, 3rd Floor, Memphis, TN 38125, and authorized to do business in the State of Vermont (hereinafter "Lessee").

WITNESSETH:

WHEREAS, Lessor owns and operates an airport known as the Burlington International Airport located in South Burlington, Vermont, which airport and any additions or improvements or changes therein which the City hereafter makes or authorizes are herein collectively called the "Airport"; and

WHEREAS, Lessee desires to rent from Lessor property known as 73 Customs Drive, so called, together with certain ramp space at the Airport,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and promises herein contained, the parties hereby covenant and agree as follows:

1. PREMISES

Lessor hereby leases to Lessee and Lessee hereby hires and takes from Lessor, building known as 73 Customs Drive, so called, on the Airport, and an area immediately surrounding, as shown on the plan or sketch attached hereto and marked Exhibit "A" (specifically made a part hereof and incorporated herein), said building parcel containing

approximately 9,000 square feet, together with the ramp area shown on Exhibit "A" and consisting of approximately 84,250 square feet (hereinafter called "Leased Premises").

2. TERM

The term of this Agreement shall be for a period of four (4) years and six (6) months, commencing on January 1, 2014 and terminating at midnight on June 30, 2018, unless sooner terminated as hereinafter provided.

3. RENEWAL

Provided Lessee is not in default or violation of any of the terms and/or conditions of this Agreement and subject to the express prior approval of the Burlington City Council, Lessee has the right to renew the Agreement with the same terms and conditions (unless otherwise agreed upon by the parties) for a period of five (5) years, commencing on July 1, 2018, unless sooner terminated as hereinafter provided (or as otherwise agreed upon by the parties), with the exception of the escalated amount set forth in Article 5.

4. USE OF PREMISES

Lessee may use the Leased Premises only for lawful purposes reasonably related to Lessee's or its affiliates' business operations, including, without limitation, the parking of trucks and vans.

5. RENTAL

For and during the Term hereof, Lessee agrees to pay Lessor the following annual Rental for the use and occupancy of the Leased Premises and as consideration for the privileges conferred upon Lessee by this Agreement, in equal monthly installments on or before the first day of each and every month, in advance, without billing, at the office of the

Director of Aviation. Any rental amount payable which shall not have been paid by the first day of the month to which it applies shall bear interest at the rate of one and a half percent (1 1/2%) per month, which interest shall be paid by Lessee in addition to the rental amount.

a. Building.

- Term (4 years, 6 months):
 - January 1, 2014 – June 30, 2014: \$18,000
 - July 1, 2014 – June 30, 2015: \$18,000
 - July 1, 2015 – June 30, 2016: \$18,000
 - July 1, 2016 – June 30, 2017: \$18,000
 - July 1, 2017 – June 30, 2018: \$18,000

b. Ramp Area. Thirty Thousand Five Hundred Fifty Six Dollars and 33/100 (\$31,155.45) per annum, adjusted by the application of any change in the value of the dollar from July of the preceding year to July of the current year according to the Consumer Price Index for all Urban Consumers, published by the Bureau of Labor Statistics of the United States Department of Labor. In no event shall the new rates be less than the immediately preceding rate. As a time lapse occurs in the issuing of the Consumer Price Index, all adjustments shall be retroactive to the beginning of each new lease year.

c. Building Renewal.

- Renewal Term (5 years):
 - July 1, 2018 – June 30, 2019: \$20,340
 - July 1, 2019 – June 30, 2020: \$20,340
 - July 1, 2020 – June 30, 2021: \$20,340
 - July 1, 2021 – June 30, 2022: \$20,340
 - July 1, 2021 – June 30, 2022: \$20,340

d. In the event that the United States Department of Labor discontinues publication of the Consumer Price Index or data from which the index can be directly computed, or if

the method for the determination of such index is substantially different than that existing at the time this Agreement is executed, the basis for the rental rate adjustment shall be redefined by Lessor in the manner necessary to accomplish the same adjustment objectives as set forth herein.

6. AGREEMENT SUBORDINATE

This Agreement shall be subject and subordinate to the following:

a. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting or causing to be erected any building or other structure which, in the sole opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft;

b. This Agreement shall be subordinate to the provisions of any existing or any future agreement between Lessor and the State of Vermont and/or the United States of America relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State Funds for the development of the Airport.

c. Lessor's right, during time of war or national emergency to lease the landing facilities or any part thereof, or to otherwise permit the use thereof on an exclusive basis, by the United States of America or the State of Vermont for military use; the provisions of this Agreement, to the extent that they are inconsistent with the superior right, shall be suspended during any such period.

7. LESSOR OBLIGATIONS

Lessor covenants and agrees that it has lawful possession of the Leased Premises and had good and lawful authority to execute this Agreement.

8. LESSEE OBLIGATIONS

Lessee covenants and agrees:

a. To pay the rent, fees and other charges herein reserved at such times and places as the same are payable;

b. To furnish, at Lessee's expense, to the Leased Premises telephone service, trash removal, snow removal and janitorial service, water, electric power, heat, gas, air conditioning and other public utilities of every kind;

c. That during the Term, Lessor shall correct all defects in, and maintain in good condition, (i) the structure of the building (exclusive of expansions that Lessee makes, as distinguished from expansions that Lessor makes at Lessee's request), including, without limitation, the roof (including roof membrane and deck), footings, foundations, exterior wall assemblies (including weather walls), floor slabs, subfloors, bearing walls, structural columns, and beams, (ii) the parking areas, drives, sidewalks and other exterior paving on the land, and (iii) the drains, electrical, mechanical, plumbing and drainage works leading up to, from and under the land. Moreover, Lessor shall also make all capital replacements of components of the systems serving the Leased Premises (exclusive of expansions that Lessee makes, as distinguished from expansions that Lessor makes at Lessee's request), including, without limitation, the cargo glycol collection and treatment system installed by Lessor, the electrical, plumbing and HVAC systems, that become

necessary in order for those systems to continue to operate at the level of performance contemplated by the original design specifications for those systems.

d. Except as noted above, to keep and maintain the Leased Premises and related and associated appurtenances, in good condition, order and repair during the term of this Agreement, including but not limited to painting, lighting, removal of snow and garbage, landscaping, replacement of broken glass with glass the same size and quality of that broken, installed and operating equipment, and utility services.

d. Lessee shall comply with all legal requirements applicable to its use of the Leased Premises during the Term, including, without limitation, Public Accommodation Laws insofar as they relate to (i) any improvements or alterations that Lessee or its contractors initiate and construct within the Leased Premises or that Lessor constructs after the effective date of this Agreement at Lessee's request or (ii) any change occurring during the Term in the business operations that Lessee conducts on the Leased Premises.

e. As additional rental hereunder, Lessee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, charges, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge on or against the land hereby demised, or any part thereof, the leasehold of Lessee, herein, the premises described herein, any building or buildings, or any other improvements now or hereafter thereon, or on or against Lessee's estate hereby created which may be a subject of taxation, or on or against

Lessor by reason of its ownership of the fee underlying this Agreement, during the entire term hereof.

Specifically and without in any way limiting the generality of the foregoing, Lessee shall pay all special assessments and levies or charges made by any municipal or political subdivision for local improvements, and shall pay the same as they shall fall due and before they shall become delinquent. All of the taxes and charges under this section shall be prorated at the commencement and expiration of the term hereof. Lessee shall have the right to contest the amount or validity of any such tax or assessment by appropriate legal proceedings in its own name or in the name of Lessor. Lessor shall have the right to participate in legal proceedings in connection with the contest or assessment of any such taxes or assessment at the Lessor's election, if Lessor is alleged to be liable for the payment of such taxes or any part thereof. Lessee shall pay all costs and expenses arising therefrom except Lessor's expense for legal counsel.

f. Lessee shall keep and hold the Lessor herein and its officers, directors, agents, servants and employees harmless from any and all liabilities, losses, suits, claims, judgments, fines, penalties, demands or expenses, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs and expert fees), claimed by anyone by reason of injury or damage to persons (including death) or property sustained in or about the Airport, as a proximate result of the acts or omissions of the Lessee, its agents, servants, or employees, or arising out of the operations of the Lessee upon and about the Airport, excepting such liability as may result from the sole negligence of the Lessor, its officers, directors, servants, agents or employees; provided, however, that upon filing of any claim with the Lessor for damages

arising out of incidents for which Lessee herein agrees to hold Lessor harmless, then and in that event the Lessor shall notify Lessee of such claim and Lessee shall have the right to settle, compromise or defend the same. Lessee shall further use legal counsel reasonably acceptable to the Lessor in carrying out Lessee's obligations hereunder. Any final judgment rendered against the Lessor for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount, where the time for appeal therefrom has expired. The indemnity provision set forth herein shall survive the expiration or early termination of this Agreement.

g. To commit no actionable waste or nuisance upon the Leased Premises and shall not do or permit to be done anything which may result in the creation, commission or maintenance of any such waste or nuisance on the Leased Premises or the Airport.

h. Lessee shall carry and maintain airline liability insurance with respect to all aircraft owned, leased or operated by Lessee for bodily injury or death and property damage liability in a combined single limit amount of not less than one hundred million dollars (\$100,000,000) per occurrence and shall include aircraft liability, airport liability and cargo liability. Provided, however, if Lessee operates at the Airport only as a Regional/Commuter Air Carrier, Lessee shall maintain aircraft liability insurance in a combined single limit amount of not less than fifty million dollars (\$50,000,000) per occurrence. A twenty-five million dollars (\$25,000,000) per occurrence sub-limit for personal injury, bodily injury (including death) and property damage liability shall cover: premises-operation, medical payments, contractual liability, liability of independent contractors, personal injury, and fire legal liability.

Lessee shall furnish to Lessor satisfactory evidence that it carries workmen's compensation insurance in accordance with the laws of the State of Vermont.

If at any time during the term hereof, Lessee shall fail to obtain and maintain the insurance as required herein, Lessor may effect such insurance by taking out policies in companies satisfactory to Lessor. The amounts of the premium or premiums paid for such insurance by Lessor shall be payable by Lessee to Lessor with the installments of rent thereafter next due under the terms of this Agreement.

i. To erect, construct, install, or make, or cause to be erected, constructed, installed, or made, all improvements on or to the Leased Premises, which are deemed fit or proper for the conduct of its business. All additions or improvements shall be subject to the prior written consent of Lessor, said consent not to be unreasonably withheld. All improvements or alterations erected or made to the Leased Premises shall on expiration or sooner termination of this Agreement belong to Lessor without compensation to Lessee.

j. To observe and comply with any and all present and future security regulations and procedures and operational procedures promulgated from time to time by or at the direction of Lessor for the administration of the Airport.

k. That the management, maintenance and operation of the Leased Premises shall at all times be under the supervision and direction of an active, qualified, competent representative of Lessee, and Lessee shall identify its representative, and any successor, in writing to Lessor.

l. Environmental Regulations - General. Lessee acknowledges that its uses of the Leased Premises and the operations, maintenance and activities conducted thereon are

subject to federal, state and local environmental laws, rules and regulations, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq. (1980), as amended ("CERCLA"), the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (1976), as amended ("RCRA"), the Clean Water Act, 33 U.S.C. §1251 et seq. (1972), as amended, the Clean Air Act, 42 U.S.C. §7401 et seq. (1970), as amended, and the regulations promulgated on the authority of any of the foregoing (those laws, rules and regulations, as they may now be in effect and as they may be enacted or modified during the term of this Agreement, being collectively referred to as "Environmental Regulations"). As a material covenant of this Agreement, Lessee shall comply at its sole expense with Environmental Regulations applicable to Lessee's construction, operations, maintenance, use and activities on the Premises.

m. Indemnification. LESSEE HEREBY RELEASES, DISCHARGES AND HOLDS LESSOR HARMLESS FROM, AND SHALL INDEMNIFY LESSOR AGAINST, CLAIMS, LIABILITIES, SUITS, DAMAGES, EXPENSES AND FINES ARISING OUT OF OR RESULTING FROM ANY RELEASE (AS DEFINED BELOW) OF HAZARDOUS MATERIAL (AS DEFINED BELOW) TO THE EXTENT CAUSED BY LESSEE OR ANY OF ITS AFFILIATES, CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OFFICERS, AGENTS AND OTHER INVITEES (Lessee and each of its Affiliates, contractors, subcontractors, employees, officers, agents and other invitees being collectively called an "Lessee-Related Party" and collectively called the "Lessee-Related Parties"). Notwithstanding any provision in this Section or any other provision of this Agreement, Lessee shall not be liable for and Lessor shall have the sole

responsibility, and shall bear all costs and liability for any contamination or pollution by or from Hazardous Material that occurs because of, but only to the extent of, (i) any Release that occurs prior to the Effective Date as a result of the activities of any party other than an Lessee-Related Party; (ii) any Release that occurs as a result of the activities of Lessor or any of its contractors, subcontractors, employees, officers, agents and other invitees (Lessor and each of its contractors, subcontractors, employees, officers, agents and other invitees being collectively called an “Lessor-Related Party” and collectively called the “Lessor-Related Parties”), or (iii) any Release that occurs after the expiration of the term of this Agreement or any earlier termination of this Agreement as a result of the activities of any party other than an Lessee-Related Party..

n. Cooperation with Governmental Agency Requirements. During the term of this Agreement, Lessee shall make at its sole expense all submissions, and provide all information, to the Vermont Department of Environment and Conservation (“VTDEC”) or any successor to that agency, the U.S. Environmental Protection Agency (“USEPA”), and any other local, state or federal authority or agency (each of which is called a “Governmental Agency”) that requires submission of information regarding any reportable Release of Hazardous Material that occurs as a result of the activities of an Lessee-Related Party.

If a Governmental Agency determines that a response or plan of action must be undertaken because of any Release of Hazardous Material that occurs as a result of the activities of an Lessee-Related Party, without regard to whether such Release is sudden or gradual, accidental or intentional, Lessee shall prepare and submit at its sole expense the required plans and shall undertake, implement and diligently perform at its sole expense

the required action, response or plan to completion in accordance with the applicable Environmental Regulations. Lessee does not undertake any obligation to remediate, or any liability for the cost of remediating, any part of the Airport to a level of contamination lower than that which existed on the date on which Lessee initially began its occupancy of any part of the Airport on an exclusive use basis or to a level of contamination lower than that which the Governmental Agencies having jurisdiction over the environmental condition require in order to discontinue enforcement actions. The foregoing only obligates Lessee to take actions that are consistent with the planned use of the contaminated portion of the Airport, as reflected in the Lessor's Airport Master Plan; that is to say, the foregoing only obligates Lessee to remediate to industrial/commercial standards rather than to more stringent standards that would be applicable if the planned use of the contaminated portion of the Airport was more environmentally sensitive, such as residential use. Moreover, if the Governmental Agencies having jurisdiction over the required remediation will reduce the scope of the removal, containment and remedial actions that Lessee must take in order for those Governmental Agencies to discontinue enforcement actions so long as deed restrictions that will not impair the operation of the Airport as a commercial airport are recorded, the Lessor shall permit the recordation of those deed restrictions and, to the extent required by the Governmental Agencies conducting the enforcement actions, shall join in the execution of the deed restrictions.

o. Stormwater Discharge Regulations. Lessee acknowledges that the Airport is subject to the Vermont National Pollutant Discharge Elimination System program ("Vermont NPDES"), which is a state-delegated program version of EPA's National

Pollutant Discharge Elimination System program, and the regulations that are associated with that program and that relate to stormwater discharges at the Airport. Lessee further acknowledges that it is familiar with the Vermont NPDES stormwater regulations, that it will conduct operations at the Airport in compliance with those regulations and any applicable Vermont NPDES stormwater discharge permit, as either may be amended from time to time.

Lessor and Lessee both acknowledge that close cooperation is necessary to ensure compliance with any applicable Vermont NPDES stormwater discharge permit, as well as to ensure safety and to minimize costs. Lessee acknowledges that in order to minimize the exposure of stormwater to materials that Lessee generates, stores, handles or otherwise uses, it may be necessary to implement and use "Best Management Practices," as defined in 40 CFR, Part 122.2 and as required by virtue of any applicable Vermont NPDES stormwater discharge permit, as such regulation or permit may be amended from time to time.

Lessor shall promptly notify Lessee of any changes to any portions of any Vermont NPDES stormwater discharge permit that applies to, or that affects, Lessee's operations at the Airport. Lessor currently operates the Airport under an individual Vermont NPDES stormwater discharge permit. Without intending to limit the generality of the foregoing, Lessor shall give Lessee advance written notice of Lessor's intent to begin discussions with the VTDEC or, if applicable, its successor agency regarding the renewal or issuance to Lessor of an Individual Vermont NPDES stormwater discharge permit and shall take such steps as may be reasonably necessary to ensure that Lessee has a meaningful opportunity to participate in the discussions. For example, before accepting

the issuance or renewal of an Individual Vermont NPDES stormwater discharge permit, Lessor must afford Lessee a reasonable opportunity to review and comment upon any permit requirements that will be applicable to Lessee and its operations at the Airport. Lessor shall meaningfully consider any such comments that Lessee offers and shall adopt such of those comments that can be reasonably characterized as being in the best interests of the Airport's operation.

Lessor shall from time to time provide Lessee with written notice of the requirements of the applicable Vermont NPDES stormwater discharge permit that Lessee must perform at the Airport, including, without limitation, requirements for: certification of non-stormwater discharges; preparation of stormwater pollution prevention plans or similar plans; implementation of "good housekeeping" measures or Best Management Practices; and maintenance of necessary records. Those notices must include applicable deadlines. Within thirty (30) days after Lessee's receipt of any such notice, Lessee shall notify Lessor in writing if Lessee objects to any of the requirements set forth in the Lessor's notice. Lessee's failure to provide timely notice of its objections to the requirements set forth in Lessor's notice will constitute Lessee's assent to such requirements. If Lessee provides Lessor with written notice of its objections, as required above, Lessor and Lessee will pursue a prompt resolution of their differences. If, as a result of the parties' efforts to resolve differences in accordance with the foregoing, the parties agree to pursue VTDEC's approval of revisions to the Vermont NPDES stormwater discharge permit, Lessee shall bear all costs incurred in connection with such effort, including, without limitation, Lessor's reasonable attorneys' and environmental consultants' fees and expenses . Lessee may not object to Lessor notices regarding

Vermont NPDES stormwater discharge permit requirements on the authority of the foregoing unless Lessee has a good faith basis to do so.

p. No Release of Obligations. Lessee's obligations under this Section will survive any assignment of Lessee's interests under this Agreement or any subletting of the Premises as long as Lessor does not specifically release Lessee from those obligations in connection with Lessor's consent to the assignment or sublease. Furthermore, Lessee's obligations arising under this Section will survive the expiration of the term of this Agreement or any earlier termination of this Agreement insofar as they relate to conditions that came into being, or events that occurred, prior to that expiration or termination.

q. Defined Terms.

"Hazardous Material" means (a) any "hazardous waste", as it is defined in 42 U.S.C. Section 6901 et seq., (b) any "hazardous substance", as it is defined in CERCLA, (c) asbestos, polychlorinated biphenyls and petroleum hydrocarbons, and (d) any substance, waste or material classified or regulated as "hazardous", "toxic", "contaminant" or "pollutant" or words of like import pursuant to applicable Environmental Regulations.

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing or migration into the environment.

"Environmental Claim" means any investigation, notice of violation, demand, allegation, action, suit, injunction, judgment, order, consent decree, penalty, fine, lien, proceeding or claim (whether administrative, judicial or private in nature) arising in

connection with (a) an actual or alleged violation of any Environmental Regulations applicable to the Airport, (b) any Release of Hazardous Material at or from the Airport, (c) any actual or threatened abatement, removal or other remedial, corrective or response action taken at, or in respect of, the Airport in connection with a Release of Hazardous Material, or (d) any damage, injury, threat or harm to human health or safety, natural resources or the environment occurring or allegedly occurring as a result of any Release of Hazardous Materials at the Airport.

9. MUTUAL COVENANTS

In connection with Lessor's leasing of the Leased Premises to Lessee, the parties mutually covenant and agree that:

a. If the Leased Premises or any part thereof are rendered untenable by public authority, or by fire or the elements, or other casualty, except such as shall have resulted from the negligence or willful conduct of Lessee, Lessee may, at its option, terminate this Agreement by written notice to Lessor.

b. Lessee acknowledges that other entities engaged in the same or similar operations will be leasing space adjacent to the building, which contains the Leased Premises. Lessor reserves the right to enact a series of protective covenants, applicable to Lessee and all other such entities to insure the efficient, orderly and coordinated exercise of such operations. Lessor shall consult with Lessee before enacting such protective covenants and shall attempt reasonably to accommodate Lessee's interests, but Lessee shall be obligated to adhere to such protective covenants when they are enacted and in effect.

10. ENTRY ON PREMISES

With prior written notice, Lessor and its authorized officers, employees, agents, contractors, sub-contractors and other representatives shall have the right to enter upon the Leased Premises for the following purposes:

a. To inspect the Leased Premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Lessee has complied and is complying with the terms and conditions of this Agreement and Lessee shall provide the Director of Aviation with serviceable keys to all of its facilities so as to permit the exercise of Lessor's rights hereunder; or

b. To perform essential maintenance, repair, relocation or removal of existing underground or overhead wires, pipes, drains, cables and conduits now located on or across the Leased Premises and to construct, maintain, repair, relocate and remove such facilities in the future if necessary to carry out the master plan of development of the Airport, provided, however, that said work shall in no event unduly disrupt or interfere with the operations of Lessee. Nothing herein shall be construed to impose upon Lessor any obligations so to construct or maintain or to make repairs, replacements, alterations or additions, or shall create any liability for any failure to do so. Lessee is and shall be in exclusive possession of the Leased Premises and Lessor shall not in any event be liable for any damage to the Leased Premises or to any property of Lessee or of any other persons located in or thereupon, other than to repair or remedy such damage as may be occasioned by negligence of Lessor, its employees or agents.

11. LESSOR CANCELLATION RIGHTS

Lessor shall have the right, upon thirty (30) days advance written notice to the other, to cancel this Agreement in its entirety with Lessee hereby agreeing to quit/vacate

the Leased Premises entirely and forthwith, upon or after the happening of one or more of the following events, if said event(s) shall then be continuing:

a. If within ten (10) days of written notice of failure to pay, Lessee shall pay the rental charges or other money payments (including but not limited to payments for taxes) required by this Lease Agreement;

b. If Lessee shall default in fulfilling any of the other terms or conditions of this Lease Agreement and shall fail to remedy said default within forty-five (45) days following Lessee's receipt of written demand from Lessor to do so except that if the nature of such default is such that it cannot be remedied within said forty-five (45) days, then Lessor shall have the right to cancel if Lessee shall have failed to commence remedying such default within said forty-five (45) days or, having so commenced, shall fail thereafter to continue with diligence the curing thereof;

c. If Lessee or any sublessee shall voluntarily abandon and discontinue the conduct and operation of its service at the Airport for a continuous period of thirty (30) days;

d. If any fixed improvement on the Leased Premises shall be totally destroyed, or so extensively damaged that it would be impracticable or uneconomical to restore the same to its previous condition;

e. If Lessee for any reason claims or is alleged to be bankrupt (voluntary or involuntary), or otherwise insolvent.

12. LESSEE CANCELLATION RIGHTS

Lessee shall have the right upon thirty (30) days advance written notice to Lessor, to cancel this Lease Agreement in its entirety upon or after the happening of one or more of the following events, if said event(s) shall then be continuing:

a. The issuance by any court of competent jurisdiction of any injunction, order or decree preventing or restraining the use by Lessee of all or any substantial part of the Leased Premises or preventing or restraining the use of the Airport for the usual Airport purposes in its entirety, or the use of any part thereof which may be used by Lessee and which is necessary for the Lessee's operations on the Airport, which remains in force, unvacated or unstayed for a period of at least sixty (60) days;

b. Lessor's default in the performance of any of the terms or conditions imposed upon it by this Lease Agreement and its failure to cure such default within a period of sixty (60) days following Lessor's receipt of written demand from Lessee to do so, except that, if the nature of such default is such that it cannot be cured within said sixty (60) days, then Lessee shall have the right to cancel if Lessor shall have failed to commence remedying such default within sixty (60) days or, having so commenced, shall fail thereafter to continue with diligence the curing thereof;

c. If any fixed improvement on the Leased Premises shall be totally destroyed, or so extensively damaged that it would be impracticable or uneconomical to restore the same to its previous condition;

d. In the event of destruction of all or a material portions of the Airport or the Airport facilities, or in the event that any agency or instrumentality of the Federal or any State or local government shall occupy the Airport or substantial part thereof, or in the

event of military mobilization or public emergency wherein there is a curtailment, either by executive decree or legislative action of normal civilian traffic at the Airport or the use of airplanes by general public, and any said events shall result in material interference with Lessee's normal operations continuing for a period in excess of sixty (60) days.

13. LIENS

Lessee shall cause to be removed any and all mechanic's or material man's liens of any nature arising out of or because of any construction performed by Lessee or any of its contractors or sub-contractors upon the Leased Premises or arising out of or because of the performance of any work or labor upon or the furnishing of any materials for use at the Leased Premises, by or at the direction of Lessee, within a reasonable time not to exceed three (3) months from the completion of any such construction. Provided, that if Lessee is in the process of contesting, in good faith, the assertion of any such lien, it shall have a period of six (6) months to remove such lien.

14. FORCE MAJEURE

Neither Lessee nor Lessor shall be deemed in violation of this Agreement if it is prevented from performing any obligations hereunder by reason of strikes, boycotts, labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, severe weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not under its control, and the party experiencing force majeure gives written notice to the other party identifying the nature of such force majeure, and when it began. The party experiencing force majeure shall take immediate action to attempt to remove such causes of force majeure as may occur from time to time and its operations under this Agreement shall be resumed

immediately after such cause has been removed, provided that neither party shall be required to settle any labor dispute except upon terms that party deems acceptable. The suspension of any obligations under this section shall not cause the term of this Agreement to be extended and shall not affect any rights accrued under this Agreement prior to the occurrence of the force majeure. The party giving notice of the force majeure shall also give notice of its cessation.

15. RELOCATION BY LESSOR

In the event that proper, planned and orderly development of the Airport shall require that Lessor devote any part of the Lease Premises to a different use than that contemplated by the Lease Agreement, Lessor shall have the right, upon three hundred and sixty five (365) days advance written notice to Lessee to relocate all or part of the Leased Premises. Said relocated premises shall be of comparable area, as conveniently located as is reasonable considering all demands for space at the Airport and shall be replacement premises of the same or substantially similar quality as those premises vacated. All of Lessee's fixed improvements and trade fixtures shall, without cost or expense to Lessee, will also be relocated or replaced on said relocated premises. All the terms of this Agreement, shall apply to said relocated premises.

16. ASSIGNMENT

The activities, uses, privileges, and obligations authorized herein are personal and Lessee shall not assign, transfer in any fashion (including by stock sale), sub-contract, sublet, or underlet the same or any portion thereof, without the prior express consent of Lessor in writing and any purported assignment or subcontract in violation hereof shall be void.

17. EXCLUSIVITY - NON-DISCRIMINATION

a. Lessee agrees that in the exercise of any of the rights and privileges herein granted for the furnishing of any aeronautical services to the public that it will:

1. Furnish any such service on an fair, equal, and nondiscriminatory basis to all users thereof, and

2. Charge fair, reasonable, and non-discriminatory prices for any such unit or service; provided that Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

b. It is specifically understood and agreed that nothing herein contained shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of Federal Aviation Act of 1958.

c. Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises, (2) that in the construction of any improvements on, over or under the Leased Premises and the furnishing of services thereon, no person on the grounds of race, color, national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations Department of Transportation, Subtitle A, Office of the Secretary Part 21 Non-Discrimination in Federally-assisted programs of the Department of Transportation -

Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, Lessor shall have the right to terminate this Agreement and to re-enter and repossess the Leased Premises, and hold the same as if said Agreement had never been made or issued.

d. Lessee assures that it will undertake an affirmative action program as required by 14 C.F.R., Part 152 Subpart E, to insure that no persons shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 C.F.R., Part 152, Subpart 19 E. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by the subpart. Lessee assures that it will require that its covered suborganizations provide assurances to Lessor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 C.F.R., Part 152, Subpart E, to the same effect.

18. GENERAL PROVISIONS

a. All notices, approvals, requests, consents and other communications given, required or permitted in accordance with the terms of this Agreement must be in writing and must be hand-delivered or sent by FedEx Express overnight service or United States certified or registered mail, return receipt requested. The parties will consider notices given or delivered when received or when the recipient refuses proper delivery. The parties will address notices as follows:

For Lessor: Director of Aviation
Burlington International Airport
1200 Airport Drive, Box 1
So. Burlington, VT 05403

For LESSEE: Manager, Airport Relations and Development
Federal Express Corporation (#88-2161)
3680 Hacks Cross Road
Building H, 3rd Floor
Memphis, Tennessee 38125

With a copy to: Federal Express Corporation
Legal Department
3620 Hacks Cross Road
Building B, 3rd Floor
Attn: Managing Director, Business Transactions Group
(#88-2161)
Memphis, Tennessee 38125

A party may change the address to which it wishes notices to be sent by delivering notice of the change of address to the other party in accordance with the terms of this paragraph..

b. The term "Lessor" or "City" as used in this Agreement means the City of Burlington, and where this Agreement speaks of approval and consent by the City, such approval is understood to be manifested by act of the Director of Aviation, except as otherwise expressly stated in this Agreement.

c. No acceptance by Lessor of rentals, fees, charges or other payments in whole or in part, for any period or periods after a default of any of the terms, covenants, and conditions hereof, to be performed, kept or observed by Lessee, shall be deemed a waiver of any right on the part of Lessor to terminate this Agreement.

d. A waiver by Lessor of any default of Lessee, or by Lessee of any default by Lessor, in the performance of any of the covenants, terms or conditions of this Agreement shall not be deemed or considered to be a waiver of any other matter, and the various rights, powers, privileges, options and remedies of Lessor and Lessee herein contained

shall be cumulative, and no one of them shall be deemed to be exclusive of any other, or exclusive of any rights, powers, privileges, options or remedies provided by law.

e. All covenants, stipulations and agreements in this Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

f. This Agreement shall not be varied in its terms by any oral agreement or representation, or otherwise than by an instrument in writing of subsequent date hereto executed by both parties by their respective officers or other persons duly authorized.

g. In the event any term, covenant or condition herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially prejudice either Lessor or Lessee in their respective rights and obligations contained in the valid terms, covenants or conditions hereof.

h. The sectional or paragraph headings throughout this Agreement are for the convenience of Lessor and Lessee and are not intended nor shall they be used to construe the intent of this Agreement or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.

i. The language in all parts of this Agreement shall in all cases be construed simply according to its fair meaning and not strictly construed against Lessor, it being stipulated and agreed that Lessee participated in the drafting hereof. This Agreement shall be construed and performance thereof shall be determined in accordance with the laws of the State of Vermont.

19. HOLDING OVER

Lessee shall yield and deliver peaceably to Lessor possession of the Leased Premises on the date of expiration or sooner termination of this Agreement. It is agreed and understood that any holding over by Lessee after the termination of this Agreement shall not renew and extend the Agreement but shall operate and be construed as a tenancy from month to month for which Lessee agrees to pay to Lessor 150% of the Rental. Lessee shall be liable to Lessor for all loss or damage on account of any such holding over against Lessor's will after the termination of this Agreement, whether such loss or damage may be contemplated at this time or not. It is expressly agreed that acceptance of the foregoing payment by the Lessor in the event that Lessee fails or refuses to surrender possession shall not operate to give Lessee any right to remain in possession nor shall it constitute a waiver by the Lessor of its right to possession.

20. SECURITY

Lessee hereby acknowledges that Lessor is required by 49 C.F.R. Part 1542, as amended from time to time ("TSA 1542"), to adopt and put into use facilities and procedures designed to prevent and deter persons and vehicles from unauthorized access to the Security Identification Display Area as define in TSA 1542 ("SIDA") and/or the AOA, as defined below. Lessee understands that the Lessor has met said requirements by developing an Airport Security Program ("ASP") for the Airport, and Lessee warrants, covenants and agrees to be fully bound by an immediately responsive to the requirements of TSA 1542 and the ASP in connection with Lessee's exercise of the privileges granted hereunder, and to impose similar requirements on any sublessees.

Lessee shall not do or permit its agents, employees, contractors, or suppliers to do anything at the Airport that would be in conflict with or violate the requirements of any Federal, State or local law, regulation, or security directive regarding airport security, TSA 1542, or the ASP, as they may be amended from time to time. Lessee shall be responsible for obtaining and coordinating any security badging, vehicle decals, and/or any other actions required to ensure the Lessee's agents, employees, contractors, suppliers, and sublessees, if any, are in compliance with all security requirements. Lessee shall be responsible for all costs associated with obtaining such badge and/or access privileges.

"AOA" means those aircraft operating areas of the Airport used for landing, taking-off, movement and parking of aircraft, as the same now exists or as the same hereafter may be added to modified, changed or developed.

Lessee agrees that if a prohibited incursion into the SIDA or AOA occurs, or if the safety or security of the SIDA or AOA or other sterile area of the Airport is breached by or due to the negligence or willful act or omission of Lessee's or any of its employees, agents, representatives, contractors, subcontractors, consultants, licensees, independent contractors, invitees, visitors, guests, patrons, or permittees and such incursion or breach results in a civil penalty action being brought against Lessor by the U.S. Government, Lessee shall reimburse Lessor for all expenses, including attorneys' fees and litigation expenses, incurred by Lessor in defending against the civil penalty action and for any civil penalty or settlement amount paid by Lessor as result of such action or inaction, incursion or breach. Lessor shall notify Lessee of any allegation, investigation, or

proposed or actual civil penalty sought by the U.S. Government related to action or inaction of Lessee.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by themselves or by their respective officer or representative thereunto duly authorized, the day and year first above written.

CITY OF BURLINGTON

Witness BY: _____
Mayor

Witness

FEDERAL EXPRESS CORPORATION

Witness BY: _____

Witness Name: _____

Title: _____

Date: _____

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

Dated at Burlington, Vermont, this day of _____, 2013, personally appeared Miro Weinberger, Mayor, City of Burlington, and acknowledged the foregoing instrument by him signed and sealed to be his free act and deed and the free act and deed of the City of Burlington.

Before me, _____
Notary Public
My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF SHELBY

Dated at Memphis, Tennessee, this day of _____, 2013, personally appeared _____, and acknowledged the foregoing instrument by him/her signed and sealed to be his/her free act and deed and the free act and deed of Federal Express Corporation.

Before me, _____
Notary Public
My Commission Expires: _____



City of Burlington
Burlington International Airport
1200 Airport Drive, #1
South Burlington, VT 05403
(802) 863-2874
www.btv.aero

MEMO

TO: Board of Finance
FROM: Ryan Betcher, Burlington International Airport
DATE: December 9, 2013

SUBJECT: City Council Approval Request – Federal Express Lease Renewal

The Burlington International Airport seeks Finance Board and City Council approval to enter into an agreement with Federal Express Corporation for the operation of cargo services at the Burlington International Airport.

Federal Express first leased ground space at the Airport in 1986 and is seeking a renewal to the agreement with the first term beginning on January 1, 2014 with an expiration date of June 30, 2018. The agreement includes a renewal option for a term of five years, to be mutually agreeable between both parties. For both terms, Federal Express will be billed a ground rental rate for the 84,250 square feet occupied, to be adjusted annually based upon the July Consumer Price Index for all Urban consumers, by the U.S. Department of Labor, Bureau of Labor Statistics. In no event shall a new rate be lower than the immediately preceding rate. All such adjustments will be retroactive to the beginning of each new lease year.

With the expiration of the previous lease agreement, the building constructed by Federal Express in 1986 becomes the property of the Airport and is therefore a source of rental income for the Airport. All utilities, taxes and maintenance of the structure will remain the responsibility of the tenant. The annual fixed building rental for the first six months will be \$18,000, with the annual rate being adjusted to \$18,000 afterwards, and a renewal term an annual fixed building rental of \$20,340. Ramp space rental to be approximately \$31,155.45 per year. In addition to rental income, the Airport receives significant landing fees from the aircraft.

Please see the building rental fee schedule below for further clarification:

- Initial Term (4 years, 6 months):
 - January 1, 2014 – June 30, 2014: \$18,000
 - July 1, 2014 – June 30, 2015: \$18,000
 - July 1, 2015 – June 30, 2016: \$18,000
 - July 1, 2016 – June 30, 2017: \$18,000
 - July 1, 2017 – June 30, 2018: \$18,000

- Renewal Term (5 years):
 - July 1, 2018 – June 30, 2019: \$20,340
 - July 1, 2019 – June 30, 2020: \$20,340
 - July 1, 2020 – June 30, 2021: \$20,340
 - July 1, 2021 – June 30, 2022: \$20,340
 - July 1, 2021 – June 30, 2022: \$20,340

The agreement was reviewed by legal prior to being presented. The Airport Commission approved the terms of the agreement on March 18, 2013. In addition, The Board of Finance approved the terms of the agreement on November 25, 2013.

The City of Burlington's Livable Wage language was not included in the previous agreement with Federal Express.

Thank you for your consideration.

A draft resolution is included with this Request.

Getting you where you need to go!

November 25, 2013

Burlington City Council Members
City of Burlington
149 Church Street
Burlington, VT 05401

Dear City Council members,

CCTA will be holding a meeting to present its proposed FY15 Budget on December 12, 2013 at 5:00 PM at the CCTA administrative offices at 15 Industrial Parkway in Burlington. At the meeting, CCTA will give an overview of the proposed revenues and expenses for the next fiscal year.

The proposed budget includes a draft assessment for the City of Burlington in the amount of \$1,514,193, which is a 1.78% increase over the FY14 assessment. Once the FY15 budget has been approved by the CCTA Board of Commissioners, a letter with the final assessment figure will be sent to the City.

As you know, City of Burlington is represented on the CCTA Board of Commissioners by Chapin Spencer and Bethany Whitaker. Chapin serves on the CCTA Leadership Committee and Bethany serves on the CCTA Strategy Committee. If you have any questions about the FY15 budget or the City's FY15 assessment, please do not hesitate to contact me, Chapin, or Bethany.

Sincerely,



Bill Watterson
General Manager

Cc: Miro Weinberger, Burlington Mayor
Chapin Spencer, CCTA Commissioner
Bethany Whitaker, CCTA Commissioner
Tom Buckley, CCTA Board Chair

RECEIVED
2013 NOV 26 PM 3:22
BURLINGTON CHAPIN SPENCER
TREASURER'S OFFICE



Lori Olberg

From: Andy De Fatta <Mavrigbu@aol.com>
Sent: Saturday, November 30, 2013 6:06 AM
To: Lori Olberg
Subject: Message from Contact Us at www.BurlingtonVT.gov

This message was sent to you because you are a designated recipient for 'City Council' from <http://www.BurlingtonVT.gov/ContactUs>
Sent on 11/30/2013 6:06:26 AM from IP Address: 174.230.66.144
Phone number provided: 601-498-8916

Comment/Question: I am from Mississippi,I was planning a vacation to your city this coming spring,I would have spent a good bit of money in your city,but since ya'll are intent on having draconian gun laws,that are actually against your states preemption laws,I have given a great deal of thought and am not at this time no longer planning to visit you city or spending my money there.Now if ya'll do decide to not follow through with these gun laws I will reconsider my trip.Also I am planning on advising my family and friends of my decision,and since they were planning on traveling in a RV caravan with me they will probably decide against traveling there also,all I can say is ya'll missed out on more taxes coming into your city coffers,and your local businesses bringing in more money,I wonder what the businesses owners would have to say about losing out on a good bit of money in these tough economic times?Maybe I will call some of the businesses myself and advise them that your stance on more gun laws have cost them income!

County of Chittenden
Chittenden County Courthouse

Assistant Judge Charles Delaney
Assistant Judge Constance Ramsey
Anne Williams, County Clerk



(802) 951-5106
(802) 863-7250 (FAX)

175 Main Street
P.O. Box 187
Burlington, VT
05401

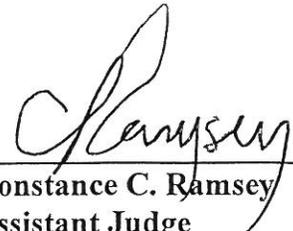
TO: Members of the Legislative Bodies of the Towns and Cities in
Chittenden County
FROM: Chittenden County Assistant Judges
DATE: November 18, 2013
RE: Pre-Budget Meeting

RECEIVED
2013 NOV 19 10 40 09
BURLINGTON CLERK
TREASURER'S OFFICE

It is time for us to begin the process of preparing our proposed budget for the fiscal year 2015. We feel that you are an important part of this process. Should you have any concerns, we would like to invite you to our pre-budget meeting on Wednesday, December 11, 2013, at 12:00 noon, held at the Chittenden County Courthouse. As required by law, our annual budget meeting will be held in January 2014.

We're looking forward to seeing you on the 11th because your input is important to us.


Charles L. Delaney
Assistant Judge


Constance C. Ramsey
Assistant Judge

Burlington City Council



802/865-7136
TTY 802/865-7142

OPENINGS BURLINGTON CITY COMMISSIONS/BOARDS

On Monday, December 9, 2013, the Burlington City Council will fill vacancies on the following City Commissions/Boards:

**Board of Tax Appeals
Board of Tax Appeals**

**Term expires 6/30/14
Term expires 6/30/15**

**One Opening
One Opening**

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

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

Non-Discrimination

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

BURLINGTON VT 05401

Dear Burlington City Councilors,

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

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

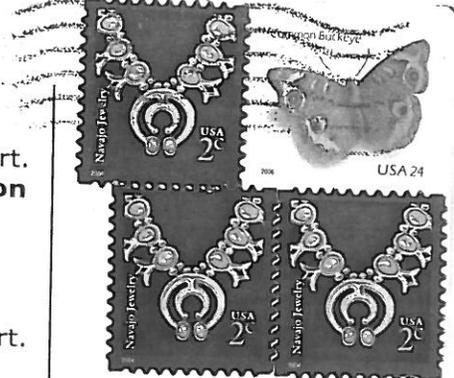
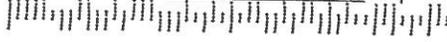
I urge you to vote for the resolution to stop the F-35 basing. Thank you.

Elise Manks
signature

Elise Manks
name

Fairmont Place 7
address ward
<http://www.stophet35.com> <http://saveourskiesvt.org>

471



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





2013-2014

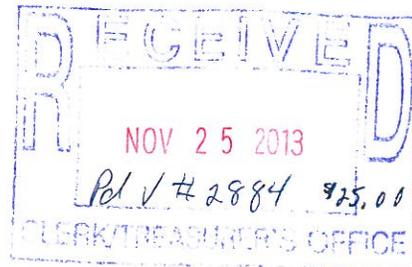
Fee \$25.00

May 1, 2012 - April 30, 2013

CITY OF BURLINGTON
SPECIAL EVENT
ENTERTAINMENT PERMIT APPLICATION

[X] Indoor [] Outdoor

PART I
ORGANIZATION



All information in this section is required

- 1. Corporation/Sole Proprietor name W M Small and Co
2. D/B/A (Business Name) Manhattan Pizza Pub 3. Bus. Phone 802 658 6776
4. Business Address 167 Main St
5. Mailing Address
6. Contact person Sam Tolstoi 7. Contact Phone 973-986-8151
8. Email contact address bookingmanhattan@gmail.com

PART II
OPERATION

- 1. Do you currently have a Liquor License? Yes or No
2. Do you currently have an Entertainment Permit/Special Event Permit? Yes or No
3. Proposed Date(s) for this Special Event 12/23/13
4. Proposed Hours for this Special Event 9:30-2am
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way

For this Proposed location please answer the following questions:

- a) Occupancy Load 88 b) # of Restrooms 2 c) # of Egresses 3
d) Date of last Fire/Safety Check 2/14/13 e) Dancing by Patrons? Yes or No
f) Amplified Music? Yes or No g) Will additional staff and/or security be required? Yes or No

pdch #2884 \$25.00 do 11/25/13

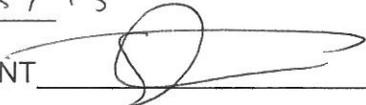
(Continued on back)

**PART III
DESCRIPTION OF ENTERTAINMENT**

Please give DETAILED description of the type of entertainment for which you are applying:

Description Hosting a holiday party involving a band / DJ.

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: 11/25/13
SIGNATURE OF APPLICANT 
PRINT NAME: Samuel Taistor
RELATIONSHIP TO BUSINESS Owner

OFFICE USE ONLY pdchk# 2884 lo
Fee Paid \$ 25.00 Date: 11/25/13 Fee Returned \$ _____ Date: _____

At their meeting of 12/3/13, the Burlington City Council License Committee recommended Approval Denial _____

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

ATTENTION LORI

Fee \$25.00



May 1, 2013 --- April 30, 2014

CITY OF BURLINGTON SPECIAL EVENT ENTERTAINMENT PERMIT APPLICATION

Indoor

Outdoor

PART I ORGANIZATION

All information in this section is required

- 1. Corporation/Sole Proprietor name PACIFIC RIM ASIAN CAFE LLC
2. D/B/A (Business Name) PACIFIC RIM 3. Bus. Phone 802-881-0643
4. Business Address 161 Church St. Burlington VT 05401
5. Mailing Address 49 Central Ave Burlington
6. Contact person TOMMY WHEELER 7. Contact Phone 802-925-6808
8. Email contact address tommy.wheels@gmail.com

PART II OPERATION

- 1. Do you currently have a Liquor License? Yes or No
2. Do you currently have an Entertainment Permit/Special Event Permit? Yes or No
3. Proposed Date(s) for this Special Event SEE NEXT PAGE
4. Proposed Hours for this Special Event 10pm - 2 AM
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way INSIDE

For this Proposed location please answer the following questions:

- a) Occupancy Load 108 b) # of Restrooms 2 c) # of Egresses 2
d) Date of last Fire/Safety Check 5/27/13 e) Dancing by Patrons? Yes or No
f) Amplified Music? Yes or No g) Will additional staff and/or security be required? Yes or No

Handwritten notes: Patch # 1312 \$25.00, clo 11/2/13

Vertical stamps: RECEIVED, 2013 NOV 13 A 8:17, BURLINGTON CLERK, TREASURY'S OFFICE

Fee \$25.00

(Continued on back)

**PART III
DESCRIPTION OF ENTERTAINMENT**

Please give DETAILED description of the type of entertainment for which you are applying:

Description DJS + BANDS ON 12/4 12/5 12/6 12/7
12/11 12/12 12/13 12/14 12/18 12/19 12/20 12/21
12/24 12/25 12/26 12/27 12/28
12/30 12/31

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: 11/9/13

SIGNATURE OF APPLICANT *Thomas Wheeler*

PRINT NAME: Thomas Wheeler

RELATIONSHIP TO BUSINESS BAR MANAGER

RECEIVED
 2013 NOV 13 A 8:47
 BURLINGTON CLERK
 TREASURY OFFICE

OFFICE USE ONLY chk# 1312 do

Fee Paid \$ 25.00 Date: 11/21/13 Fee Returned \$ _____ Date: _____

At their meeting of 11/19/13, the Burlington City Council License Committee recommended Approval Denial _____

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

**Budget Amendment Report
First Quarter 2014**

A	B	C	D	E	F	G	H	I	J
Department/Division	Account Description	Account Type	GL Date	Description	Increase	Increase	Decrease		
3	Fire - Administration	G/L Account Number: 101-15-000.4430 Ambulance Fees	Revenue	9/6/2013	BA Establish Fire refund account \$1,000	\$1,000.00			
4		G/L Account Number: 101-15-000.7005 Refund for Error	Expense	9/6/2013	BA Establish Fire refund account \$1,000		\$1,000.00		
5									
6									
7	Fire - Grants	G/L Account Number: 101-15-044.4875 115 Grant Public Safety Operating	Revenue	8/19/2013	Resolution 6.16 7/15/2013	\$82,264.00			
8		G/L Account Number: 101-15-044.5100 Overtime	Expense	8/19/2013	Resolution 6.16 7/15/2013		\$65,764.00		
9		G/L Account Number: 101-15-044.5200 105 Other Personal Services Special Duty	Expense	8/19/2013	Resolution 6.16 7/15/2013		\$6,000.00		
10		G/L Account Number: 101-15-044.5400 100 Employee Benefits FICA	Expense	8/19/2013	Resolution 6.16 7/15/2013		\$1,500.00		
11		G/L Account Number: 101-15-044.6700 110 Travel & Training Travel Expense	Expense	8/19/2013	Resolution 6.16 7/15/2013		\$6,400.00		
12		G/L Account Number: 101-15-044.6800 140 Fees for Services Hospitality Expense	Expense	8/19/2013	Resolution 6.16 7/15/2013		\$2,600.00		
13				subtotal		\$82,264.00			
14									
15	Police - Grants	G/L Account Number: 101-17-044.5100 Overtime	Expense	9/13/2013	BA Police Grant Expenditures and Adjustments			\$1,503.00	
16		G/L Account Number: 101-17-044.6010 Computer Equipment	Expense	9/13/2013	BA Police Grant Expenditures and Adjustments	\$20,807.00			
17		G/L Account Number: 101-17-044.6015 Computer Software	Expense	9/13/2013	BA Police Grant Expenditures and Adjustments	\$3,000.00			
18		G/L Account Number: 101-17-044.6017 Computer Licensing and Maint.	Expense	9/13/2013	BA Police Grant Expenditures and Adjustments	\$6,061.00			
19		G/L Account Number: 101-17-044.6208 Special Supplies	Expense	9/13/2013	BA Police Grant Expenditures and Adjustments			\$9,000.00	
20		G/L Account Number: 101-17-044.6211 Specialized Equipment	Expense	9/13/2013	BA Police Grant Expenditures and Adjustments	\$15,000.00			
21		G/L Account Number: 101-17-044.6500 118 Professional and Consultant Services Contractual Services	Expense	9/13/2013	BA Police Grant Expenditures and Adjustments			\$16,616.00	
22		G/L Account Number: 101-17-044.6700 110 Travel & Training Travel Expense	Expense	9/13/2013	BA Police Grant Expenditures and Adjustments			\$5,157.00	
23		G/L Account Number: 101-17-044.7702 Program Delivery - Other	Expense	9/13/2013	BA Police Grant Expenditures and Adjustments			\$7,732.00	
24		G/L Account Number: 101-17-044.8105 Labor Force Work	Expense	9/13/2013	BA Police Grant Expenditures and Adjustments			\$4,860.00	
25				subtotal	\$44,868.00		\$44,868.00		
26									
27	Police - Parking Enforcement	G/L Account Number: 101-17-053.6500 118 Professional and Consultant Services Contractual Services	Expense	8/20/2013	BA Police Parking Ticket pd twice in error			\$256.00	
28		G/L Account Number: 101-17-053.7005 Refund for Error	Expense	8/20/2013	BA Police Parking Ticket pd twice in error	\$256.00			
29									
30									
31	DPW - Equipment Maintenance	G/L Account Number: 101-19-151.6208 Special Supplies	Expense	9/5/2013	BA EQ MTN 9-5-13			\$200.00	
32		G/L Account Number: 101-19-151.6400 120 Utilities Rubbish Removal	Expense	9/5/2013	BA EQ MTN 9-5-13	\$200.00			
33									
34									
35	Library - General Services	G/L Account Number: 101-21-060.4875 140 Grant State Operating	Revenue	9/26/2013	BA Library received grant funds from Dept of Libraries	\$1,000.00			
36		G/L Account Number: 101-21-060.6500 117 Professional and Consultant Services Instructors and Lecturers	Expense	9/26/2013	BA Library received grant funds from Dept of Libraries		\$1,000.00		
37		G/L Account Number: 101-21-060.5000 110 Salaries and Wages Regular Part Time	Expense	9/25/2013	City Council Approved FFL Budget Adjustment	\$59,465.00			
38		G/L Account Number: 101-00.7850 Contingency	Expense	9/25/2013	City Council Approved FFL Budget Adjustment			\$59,465.00	
39									
40									
41	Parks and Recreation - Grants	G/L Account Number: 101-23-044.6210 Small Tools and Equipment	Expense	9/30/2013	CAO Authorized - Parks	\$1,400.00			
42		G/L Account Number: 101-23-044.6300 175 Repair & Maintenance Landscape materials	Expense	9/30/2013	CAO Authorized - Parks			\$1,400.00	
43		G/L Account Number: 101-23-044.4535 Misc Rev	Revenue	9/23/2013	CAO Authorized	\$20,000.00			
44		G/L Account Number: 101-23-044.6300 175 Repair & Maintenance Landscape materials	Expense	9/23/2013	CAO Authorized			\$5,400.00	
45		G/L Account Number: 101-23-044.6500 118 Professional and Consultant Services Contractual Services	Expense	9/23/2013	CAO Authorized			\$600.00	
46		G/L Account Number: 101-23-044.6500 142 Professional and Consultant Services Marketing and Promotion	Expense	9/23/2013	CAO Authorized			\$2,000.00	
47		G/L Account Number: 101-23-044.6700 100 Travel & Training Education	Expense	9/23/2013	CAO Authorized			\$2,500.00	
48		G/L Account Number: 101-23-044.6700 105 Travel & Training Special Training	Expense	9/23/2013	CAO Authorized			\$2,500.00	
49		G/L Account Number: 101-23-044.6700 107 Travel & Training Training Materials	Expense	9/23/2013	CAO Authorized			\$4,500.00	
50		G/L Account Number: 101-23-044.8105 Labor Force Work	Expense	9/23/2013	CAO Authorized			\$2,500.00	
51		G/L Account Number: 101-23-044.6700 100 Travel & Training Education	Expense	9/26/2013	BA Parks & Rec Additional Training and Travel	\$500.00			
52		G/L Account Number: 101-23-044.6700 107 Travel & Training Training Materials	Expense	9/26/2013	BA Parks & Rec Additional Training and Travel			\$500.00	
53				subtotal		\$20,000.00			
54									
55									
56	Parks and Recreation - Parks	G/L Account Number: 101-23-100-000.8005 Vehicle/Equipment Repairs	Expense	9/11/2013	BA Creation of temporary position in Miller Cntr facility			\$10,000.00	
57		G/L Account Number: 101-23-100-235.6300 100 Repair & Maintenance Equipment Parts	Expense	9/11/2013	BA Creation of temporary position in Miller Cntr facility	\$5,000.00			
58		G/L Account Number: 101-23-100-236.5000 100 Salaries and Wages Regular, Full Time	Expense	9/11/2013	BA Creation of temporary position in Miller Cntr facility			\$2,820.00	
59		G/L Account Number: 101-23-100-239.6203 Dues/Subscriptions	Expense	9/11/2013	BA Creation of temporary position in Miller Cntr facility			\$210.00	
60		G/L Account Number: 101-23-100-239.6208 Special Supplies	Expense	9/11/2013	BA Creation of temporary position in Miller Cntr facility	\$210.00			
61		G/L Account Number: 101-23-100-239.6300 100 Repair & Maintenance Equipment Parts	Expense	9/11/2013	BA Creation of temporary position in Miller Cntr facility	\$5,000.00			
62		G/L Account Number: 101-23-101-000.6325 Items For Resale	Expense	8/19/2013	CAO Authorized - Parks			\$4,865.00	
63		G/L Account Number: 101-23-101-000.6500 118 Professional and Consultant Services Contractual Services	Expense	8/19/2013	CAO Authorized - Parks	\$4,865.00			
64	Parks and Recreation - Recreation	G/L Account Number: 101-23-103-259.5000 115 Salaries and Wages Seasonal/Temporary	Expense	9/11/2013	BA Creation of temporary position in Miller Cntr facility	\$2,820.00			
65				subtotal	\$17,895.00		\$17,895.00		
66									
67									
68	Parks and Recreation - Facilities								
69									
70									
71									
72									
73									
74	Department/Division	Account Description	Account Type	GL Date	Description	Increase	Increase	Decrease	
75									

**Budget Amendment Report
First Quarter 2014**

	A	B	C	D	E	F	G	H	I	J
76	Church Street Marketplace	G/L Account Number: 230-33-000.6700_100 Travel & Training Education	Expense	9/5/2013	BA CSM CAO Approved	\$2,000.00				
77		G/L Account Number: 230-33-390.6500_118 Professional and Consultant Services Contractual Services	Expense	9/5/2013	BA CSM CAO Approved			\$2,000.00		
78		G/L Account Number: 230-33-390.4600_120 Fees For Services Culture & Recreation	Revenue	9/25/2013	BA Church St Marketplace Revenue Received	\$2,572.00				
79		G/L Account Number: 230-33-390.6500_118 Professional and Consultant Services Contractual Services	Expense	9/25/2013	BA Church St Marketplace Revenue Received		\$2,572.00			
80		G/L Account Number: 230-33-390.4950_115 Donations Corporate	Revenue	9/25/2013	BA Church St Marketplace Revenue Received	\$1,000.00				
81		G/L Account Number: 230-33-391.6500_103 Professional and Consultant Services Security Contracts	Expense	9/25/2013	BA Church St Marketplace Revenue Received		\$1,000.00			
82		G/L Account Number: 230-33-391.5000_115 Salaries and Wages Seasonal/Temporary	Expense	9/24/2013	BA Church St Mktpl Unanticipated Maint Expenses			\$2,000.00		
83		G/L Account Number: 230-33-391.6300_105 Repair & Maintenance Vehicle Maint Supplies	Expense	9/24/2013	BA Church St Mktpl Unanticipated Maint Expenses	\$2,000.00				
84		G/L Account Number: 230-33-391.6300_182 Repair & Maintenance Drainage and Catch Basins	Expense	9/24/2013	BA Church St Mktpl Unanticipated Maint Expenses	\$3,000.00				
85		G/L Account Number: 230-33-391.6500_103 Professional and Consultant Services Security Contracts	Expense	9/24/2013	BA Church St Mktpl Unanticipated Maint Expenses			\$2,500.00		
86		G/L Account Number: 230-33-391.6500_118 Professional and Consultant Services Contractual Services	Expense	9/24/2013	BA Church St Mktpl Unanticipated Maint Expenses	\$2,500.00				
87		G/L Account Number: 230-33-391.6500_121 Professional and Consultant Services Contractual Snow Removal	Expense	9/24/2013	BA Church St Mktpl Unanticipated Maint Expenses			\$3,000.00		
88					subtotal	\$7,500.00		\$7,500.00		
89										
90										
91	CEDO - Americorp	G/L Account Number: 301-31-301-302-2013.6500_118 Professional and Consultant Services Contractual Services	Expense	8/14/2013	Budget Adj per Darlene Kehoe			\$2,560.00		
92		G/L Account Number: 301-31-301-302-2013.6500_161 Professional and Consultant Services Member Consultants	Expense	8/14/2013	Budget Adj per Darlene Kehoe	\$2,560.00				
93										
94										
95	CEDO - Cost Share	G/L Account Number: 301-31-301-303.4875_175 Grant Miscellaneous	Revenue	9/10/2013	To increase contractual services expense & cost share grant misc	\$7,500.00				
96		G/L Account Number: 301-31-301-303.6500_118 Professional and Consultant Services Contractual Services	Expense	9/10/2013	To increase contractual services expense		\$7,500.00			
97										
98										
99	CEDO - JAG	G/L Account Number: 301-31-315-367-2010.4875_110 Grant General Government Operating	Revenue	9/23/2013	BA CEDO FY14 JAG 10 grant money not yet drawn down	\$1,673.00				
100		G/L Account Number: 301-31-315-367-2010.6208 Special Supplies	Expense	9/23/2013	BA CEDO FY14 JAG 10 grant money not yet drawn down		\$1,673.00			
101										
102										
103	Airport	G/L Account Number: 400-35-000.6203 Dues/Subscriptions	Expense	7/31/2013	To record 7-30-13 budget adjustments			\$4,000.00		
104		G/L Account Number: 400-35-430.6600 Maintenance Contracts	Expense	7/31/2013	To record 7-30-13 budget adjustments			\$10,000.00		
105		G/L Account Number: 400-35-430.6610 Custodial Contracts	Expense	7/31/2013	To record 7-30-13 budget adjustments			\$16,000.00		
106		G/L Account Number: 400-35-431.6203 Dues/Subscriptions	Expense	7/31/2013	To record 7-30-13 budget adjustments	\$4,000.00				
107		G/L Account Number: 400-35-431.6610 Custodial Contracts	Expense	7/31/2013	To record 7-30-13 budget adjustments	\$8,000.00				
108		G/L Account Number: 400-35-432.6400_100 Utilities Electricity	Expense	7/31/2013	To record 7-30-13 budget adjustments			\$20,000.00		
109		G/L Account Number: 400-35-432.6610 Custodial Contracts	Expense	7/31/2013	To record 7-30-13 budget adjustments	\$1,500.00				
110		G/L Account Number: 400-35-433-600.6600 Maintenance Contracts	Expense	7/31/2013	To record 7-30-13 budget adjustments	\$10,000.00				
111		G/L Account Number: 400-35-433-600.6610 Custodial Contracts	Expense	7/31/2013	To record 7-30-13 budget adjustments	\$6,500.00				
112		G/L Account Number: 400-35-434.6400_100 Utilities Electricity	Expense	7/31/2013	To record 7-30-13 budget adjustments	\$20,000.00				
113					subtotal	\$50,000.00		\$50,000.00		
114										
115										
116	Burlington Telecom	G/L Account Number: 483-43-461.5000_100 Salaries and Wages Regular, Full Time	Expense	9/27/2013	BA BT reorg Mgr Tech Ops and Comm.Sales	\$38,000.00				
117		G/L Account Number: 483-43-461.5400_125 Employee Benefits Health Insurance	Expense	9/27/2013	BA BT reorg Mgr Tech Ops and Comm.Sales			\$3,000.00		
118		G/L Account Number: 483-43-463.5000_100 Salaries and Wages Regular, Full Time	Expense	9/27/2013	BA BT reorg Mgr Tech Ops and Comm.Sales			\$10,000.00		
119		G/L Account Number: 483-43-463.6500_118 Professional and Consultant Services Contractual Services	Expense	9/27/2013	BA BT reorg Mgr Tech Ops and Comm.Sales			\$25,000.00		
120					subtotal	\$38,000.00		\$38,000.00		
121										
122										
123	Capital - DPW Streets	G/L Account Number: 709-19-150-700.5000_115 Salaries and Wages Seasonal/Temporary	Expense	9/6/2013	BA Capital Streets - CAO Approved			\$1,500.00		
124		G/L Account Number: 709-19-150-700.6350 Legal Notice & Advertising	Expense	9/6/2013	BA DPW Street Capital CAO Approved	\$1,500.00				
125		G/L Account Number: 709-19-150-700.6700_115 Travel & Training Mileage	Expense	9/6/2013		\$1,500.00				
126		G/L Account Number: 709-19-150-700.8040 Street Paving	Expense	9/6/2013	BA DPW Street Capital CAO Approved			\$1,500.00		
127					subtotal	\$3,000.00		\$3,000.00		



OFFICE OF THE CLERK/TREASURER

City of Burlington

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

Voice (802) 865-7000

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MEMORANDUM

TO: Mayor Weinberger, City Council, and Board of Finance

FROM: Rich Goodwin, Assistant CAO - Finance and Administration

DATE: October 25, 2013

RE: Sweep Accounts & Other Bank Accounts – **Pooled Cash Report**

Description: The Sweep Accounts & Other Bank Account's report is a summary listing of actual cash balances.

Purpose: The Sweep Accounts & Other Accounts is the actual cash as of a specific date. This report provides a snapshot of the balances, the fund it is associated with, and a brief account description. The Sweep Account or Main Operating account is used to pay the majority of our bills, and payroll.

Description: The (Due to) / Due From is a snapshot of the amount owed, or due to another fund.

Purpose: The purpose of this tracking is to provide information to management and councilors on amounts owed, or due another fund. An amount that is positive is an amount owed to the Sweep Account. An amount that is (negative) is an amount that is owed from the Sweep Account.

This report, which details what has been known as "Pooled Cash" shows that we have been placing money into segregated bank accounts rather than the previous approach of leaving it in our general sweep bank account. This removes a variety of restricted revenues from our general sweep bank account.

Please note that since this is a snapshot in time, money that is owed to the general sweep bank account ("pooled cash") may have revenues coming in during the fiscal year that will pay-off the "due-from". In other cases, money due from a fund may not have sufficient revenues to repay the account. In this situation we will need to determine if/how that money can be repaid.

In addition the Sweep Account snapshot provided balances are impacted by the following:

1. Bond payments due and paid on July 1.
2. A large outlay of capital expenditures resulting from the Department of Public Works construction season.
3. All capital expenditures for the Department of Public works must be incurred and paid prior to reimbursement.
4. The School Department owes a higher amount to the Sweep Account as we approach a property tax due date.

Our goal is to eliminate any long-term "borrowing" from one fund to another through the general sweep bank account and move to a more appropriate method where borrowing is formally approved via a Promissory Note.

Sweep Accounts & Other Bank Accounts

As of October 25, 2013

Fund	Account #	Fund Name	Bank	Account Description	Amount
101		General Fund	TD Bank	Sweep - Main Operating	534,508
700		Capital	Keybank	Capital Improvements Project	2,000,000
201	1100	Impact	Keybank	Impact Fees	731,147
700	1100_700	Capital	Keybank	Pennies for Parks	767,022
505	1100_505	Perpetual	TD Bank	Lolita Deming Estate	11,217
500's	1100_500	Perpetual	TD Bank	Cash Miscellaneous	27,070
264	1000_200	Perpetual	TD Bank	Traffic - Depository	679,324
Various	1100_	Various	Keybank	Water, Wastewater, Storm - Depository	1,746,259
235	1100_	TIF	Keybank	TIF	1,263,912
506	1100_506	Perpetual	TD Bank	Cash Firemen's Relief Trust	628
101	1000_102	General Fund	TD Bank	HR (ERRP) Reimbursements	6,686
101	1000_110	General Fund	TD Bank	Safeguard - Main Operating	26,429
101	1000_115	General Fund	TD Bank	Parks & Recreation - Sweep	75
101	1000_125	General Fund	TD Bank	Payroll - ADP Disbursement	13,547
101	1000_175	General Fund	Keybank	Stability Bond Proceeds	1,927,123
101	1000_105	General Fund	TD Bank	Special Investigations CUSI	278,926
125	1000_126	Retirement	Keybank	Retirement - Disbursements	56,256
301	1000_300	CEDO	Keybank	Bank Account (s)	103,619
301	1050_450	CEDO	TD Bank	HODAG	67,299
400	1100_450	Airport	TD Bank	Passenger Facility Charges	2,020,218
400	1000_400	Airport	TD Bank	Airport - Depository	296,096
400	1000_415	Airport	TD Bank	Prepaid - Debt Coverage Improvement	485,478
400	1050_400	Airport	TD Bank	Debt Service Fund	1,811,744
400	1050_410	Airport	NSB	Grant Anticipation Reserve	300,000
400	1050_415	Airport	Mellon	Delta Airlines Escrow	450,000
400	1050_425	Airport	TD Bank	Operating Maintenance Reserve	3,102,569
400	1050_430	Airport	TD Bank	Cash Reserve - Required by Bond Covenant	215,189
400	1050_470	Airport	Keybank	Revenue Anticipation Line of Credit	3,730
400	1050_487	Airport	Peoples	Debt Service Res 2012 A	1,359,252
400	1050_488	Airport	Peoples	Debt Service Res. 2012 B	638,518
400	1050_489	Airport	Peoples	Debt Service Res. 2012 C	7,164
400	1050_490	Airport	Peoples	Debt Service Res. 2012 ABC COI	120,709
400	1050_491	Airport	Peoples	2012 ABC Construction	5,446
483	1000_480	BT	TD Bank	Telecom -Depository	1,622,929
503	1100_503	Perpetual	TD Bank	Walter Carpenter Fund	1,810
504	1100_504	Perpetual	TD Bank	Christmas Account Fund	1,619
507	1100_507	Perpetual	TD Bank	Firemen Fund	28,072

600	1000_600	BCDC	Keybank	BCDC - Reserve Requirements	7,069
605	1000_605	BCDC	TD Bank	BCDC - Reserve Requirement	107
704	1000_700	Capital	TD Bank	Green Mountain Power	140,620

Totals **22,859,387**

(Due to) / Due From

Fund	Account	Fund Name		Account Description	Amount
Capital	1100_700	Capital		Capital Fund	3,997,210
125	1100_125	Retirement		Retirement Fund	2,363,745
190	1100_190	School		School Fund	12,477,383
101	1100_101	General Fund		General Fund	(29,288,882)
230	1100_230	CSM		Church Street Marketplace Fund	145,182
301	1100_301	CEDO		Community & Economic Dev. Fund	1,905,005
400	1100_400	Airport		Airport Fund	782,155
484	1100_484	BT		Burlington Telecom - Unfunded	16,936,492
501	1100_501	Perpetual		Cemetery Perpetual Care Fund	(1,035,889)
603	1100_603	BCDC		BCDC Fund	(128,009)
				Tax Anticipation Note - Nothing Owed	0
Total					8,154,391

GENERAL FUND EXPENDITURES
For the Month of September 2013

You should be at approximately

Organization #	Organizational Set	September Expenses	Adopted Budget	Budget* Amendments	Amended Budget	YTD Encumbrances	YTD Expended	Remaining Balance	% Expended	Memo & Notes
101-00-000-	Non-Departmental	\$53,667	\$17,657,528	-\$59,465	\$17,598,063	\$0	\$104,856	\$17,493,207	0.60%	
101-01-000-	City Council/Admin	\$4,429	\$115,213	\$0	\$115,213	\$0	\$9,280	\$97,468	15.40%	
101-01-001-	City Council/Regional Programs	\$16,420	\$2,115,254	\$0	\$2,115,254	\$1,632,657	\$265,735	\$216,862	89.75%	
101-02-000-	Mayor's Office/Admin	\$21,644	\$309,014	\$0	\$309,014	\$0	\$60,786	\$248,228	19.67%	
101-04-000-	Clerk/Treasurer/Admin	\$133,793	\$1,946,102	\$0	\$1,946,102	\$14,342	\$428,255	\$1,931,847	22.74%	
101-04-010-	Clerk/Treasurer/Elections/Voter Registration	\$1,014	\$19,350	\$0	\$19,350	\$0	\$2,528	\$16,822	13.06%	
101-04-011-	Clerk/Treasurer/Information Technology	\$64,688	\$645,148	\$0	\$645,148	\$52,912	\$197,898	\$994,339	38.88%	
101-04-012-	Clerk/Treasurer/Payroll	\$19,626	\$25,545	\$0	\$25,545	\$1,053	\$56,670	\$167,822	25.89%	
101-05-000-	City Attorney/Admin	\$54,616	\$935,564	\$0	\$935,564	\$3,594	\$159,614	\$772,356	17.44%	
101-06-000-	Planning and Zoning/Admin	\$49,553	\$690,008	\$0	\$690,008	\$4,665	\$146,504	\$538,839	21.91%	
101-07-000-	City Assessor/Admin	\$16,792	\$237,972	\$0	\$237,972	\$799	\$50,214	\$186,959	21.44%	
101-08-000-	Human Resources/Admin	\$30,094	\$503,523	\$0	\$503,523	\$1,033	\$93,080	\$409,410	18.69%	
101-10-000-	Fire/Admin	\$88,438	\$821,123	\$1,000	\$822,123	\$103,993	\$211,315	\$996,816	38.55%	Extra Duty/Job high due to Fire Watch on Signal Kitchen - A/B - Revenue acct correlates
101-15-001-	Fire/Emergency Medical Services	\$48,201	\$5,523,004	\$0	\$5,523,004	\$16,254	\$1,402,475	\$4,120,529	25.69%	
101-15-042-	Fire/Fire Protection	\$79,854	\$1,000,693	\$0	\$1,000,693	\$3,299	\$247,523	\$749,871	25.06%	
101-15-043-	Fire/Fire Training	\$570	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
101-15-044-	Fire/Grants	\$30,419	\$72,763	\$82,264	\$165,027	\$0	\$45,268	\$114,759	28.29%	
101-17-000-	Police/Admin	\$760	\$120,000	\$0	\$120,000	\$11,976	\$2,086	\$105,938	11.72%	
101-17-004-	Police/Grants	\$41,598	\$432,237	\$98,740	\$530,977	\$15,249	\$93,157	\$422,571	20.42%	
101-17-050-	Police/Police Uniform Services	\$799,943	\$9,242,843	\$0	\$9,242,843	\$111,026	\$2,401,699	\$6,730,118	27.18%	
101-17-051-	Police/Airport Security	\$53,898	\$633,329	\$0	\$633,329	\$687	\$100,596	\$532,046	15.99%	
101-17-052-	Police/Dispatch and Communications	\$79,260	\$997,256	\$0	\$997,256	\$15,656	\$234,816	\$746,784	25.12%	
101-17-053-	Police/Parking Enforcement	\$33,962	\$502,262	\$0	\$502,262	\$20,976	\$107,061	\$374,224	25.49%	
101-19-000-	Public Works/Admin	\$56,573	\$521,807	\$0	\$521,807	\$14,823	\$139,489	\$367,495	29.57%	
101-19-150-	Public Works/Engineering	\$62,735	\$884,557	\$0	\$884,557	\$705	\$187,836	\$696,036	21.31%	
101-19-151-	Public Works/Equipment Maintenance	\$137,461	\$2,293,759	\$0	\$2,293,759	\$29,514	\$450,198	\$1,814,047	20.91%	
101-19-152-480-	Public Works/Streets/Snow Removal	\$2,312	\$1,007,764	\$0	\$1,007,764	\$2,496	\$7,725	\$997,543	1.01%	
101-19-152-481-	Public Works/Streets/Street Maintenance	\$124,204	\$1,704,062	\$0	\$1,704,062	\$29,066	\$739,380	\$995,616	33.92%	
101-19-152-482-	Public Works/Streets/Street Concrete	\$51,237	\$404,863	\$0	\$404,863	\$4,965	\$95,019	\$304,879	24.70%	
101-19-153-	Public Works/Recycling	\$33,180	\$511,200	\$0	\$511,200	\$796	\$97,767	\$413,638	19.28%	
101-19-154-	Public Works/Inspection Services	\$16,809	\$579,193	\$0	\$579,193	\$798	\$81,365	\$497,030	14.19%	
101-19-155-	Public Works/Central Facility	\$18,345	\$487,211	\$0	\$487,211	\$23,958	\$30,655	\$432,598	11.21%	
101-19-400-112-	Public Works/Water/Metering	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
101-20-000-	Code Enforcement/Admin	\$66,080	\$1,019,913	\$0	\$1,019,913	\$8,289	\$204,650	\$806,074	20.90%	
101-21-000-	Fletcher Free Library/General Services	\$122,506	\$1,441,641	\$60,465	\$1,502,106	\$46,056	\$86,784	\$1,069,766	28.82%	
101-21-061-	Fletcher Free Library/Summer Reading Program	\$278	\$15,383	\$0	\$15,383	\$0	\$4,352	\$11,031	25.29%	
101-21-062-	Fletcher Free Library/English as a Second Language	\$288	\$6,200	\$0	\$6,200	\$0	\$288	\$5,912	4.65%	
101-23-000-000-	Parks and Recreation/Facilities/Administration	\$29,926	\$514,356	\$18,463	\$532,819	\$7,366	\$92,448	\$433,005	18.73%	
101-23-000-230-	Parks and Recreation/Admin/Parks Planning	\$5,665	\$74,334	\$0	\$74,334	\$0	\$17,007	\$57,327	22.88%	
101-23-004-	Parks and Recreation/Grants	\$0	\$20,000	\$20,000	\$40,000	\$3,143	\$0	\$36,857	7.86%	
101-23-100-000-	Parks and Recreation/Parks/Administration	\$36,823	\$488,025	-\$10,000	\$478,025	\$7,559	\$107,899	\$362,566	24.15%	
101-23-100-235-	Parks and Recreation/Parks/grounds Maintenance	\$23,843	\$374,575	\$5,000	\$379,575	\$10,281	\$81,168	\$298,125	24.09%	
101-23-100-236-	Parks and Recreation/Parks/buildings Maintenance	\$37,550	\$42,992	-\$2,020	\$540,172	\$23,617	\$127,085	\$389,470	27.90%	
101-23-100-237-	Parks and Recreation/Parks/Trees & Greenways	\$19,876	\$216,782	\$0	\$216,782	\$327	\$65,392	\$151,063	30.32%	
101-23-100-238-	Parks and Recreation/Parks/Community Gardens	\$3,953	\$19,540	\$0	\$19,540	\$322	\$5,814	\$13,404	31.40%	
101-23-100-239-	Parks and Recreation/Parks/Cometries	\$16,401	\$235,743	\$5,000	\$240,743	\$7,103	\$52,928	\$180,713	24.94%	
101-23-101-000-	Parks and Recreation/Recreation/Administration	\$16,865	\$253,460	\$0	\$253,460	\$25,861	\$129,494	\$98,105	61.29%	
101-23-101-245-	Parks and Recreation/Recreation/Recreation Programs	\$25,276	\$507,310	\$0	\$507,310	\$2,737	\$195,201	\$309,372	39.02%	
101-23-101-246-	Parks and Recreation/Recreation/Events	\$6,588	\$102,980	\$0	\$102,980	\$9,596	\$21,842	\$71,542	30.53%	
101-23-101-247-	Parks and Recreation/Recreation/Bus Operations	\$81	\$12,000	\$0	\$12,000	\$0	\$81	\$11,919	0.68%	
101-23-101-248-	Parks and Recreation/Recreation/Athletic Programs	\$10,610	\$176,692	\$0	\$176,692	\$17,512	\$37,896	\$121,285	31.36%	
101-23-103-255-	Parks and Recreation/Facilities/Leddy Arena	\$44,611	\$653,823	\$0	\$653,823	\$70,552	\$137,877	\$465,393	31.40%	
101-23-103-256-	Parks and Recreation/Facilities/Memorial Auditorium	\$11,057	\$166,398	\$10,000	\$176,398	\$14,942	\$23,874	\$137,581	22.01%	
101-23-103-257-	Parks and Recreation/Facilities/North Beach	\$34,883	\$285,642	\$0	\$285,642	\$9,370	\$124,519	\$151,752	46.87%	
101-23-103-258-	Parks and Recreation/Facilities/Waterfront	\$53,324	\$484,238	\$0	\$484,238	\$25,630	\$189,686	\$268,922	44.46%	
101-23-103-259-	Parks and Recreation/Facilities/Miller Center	\$6,484	\$82,595	\$35,320	\$117,915	\$12,346	\$24,826	\$80,743	31.52%	
101-23-103-260-	Parks and Recreation/Facilities/Public Buildings	\$37,538	\$511,528	-\$10,000	\$501,528	\$60,647	\$93,172	\$347,709	30.67%	
101-27-000-000-	Burlington City Arts/Admin/Administration	\$31,526	\$479,500	\$0	\$479,500	\$24,980	\$105,476	\$349,044	27.21%	
101-27-000-050-	Burlington City Arts/Admin/Marketing	\$4,693	\$46,261	\$0	\$46,261	\$1,043	\$12,188	\$33,022	28.62%	
101-27-000-051-	Burlington City Arts/Admin/Development	\$31,669	\$439,910	\$0	\$439,910	\$30,860	\$117,837	\$311,712	32.22%	
101-27-176-055-	Burlington City Arts/Arts Education/Print Studio	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
101-27-176-056-	Burlington City Arts/Arts Education/Clay Studio	\$716	\$0	\$0	\$0	\$0	\$21	-\$21		
101-27-176-057-	Burlington City Arts/Arts Education/Photo Studio	\$216	\$0	\$0	\$0	\$0	\$0	\$216		
101-27-176-058-	Burlington City Arts/Arts Education/Visual Arts	\$14,457	\$412,476	\$0	\$412,476	\$17,623	\$114,424	\$280,429	32.01%	

Exp for 3rd of July event and the lifeguards

101-27-176-059-	Burlington City Arts/Arts Education/Art from the Heart	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
101-27-176-060-	Burlington City Arts/Arts Education/Gallery Education	\$10,041	\$0	\$0	\$0	\$0	\$0	\$10,041	-\$10,041	\$0	\$0	\$0	\$0
101-27-177--	Burlington City Arts/Festivals/Events	\$814	\$72,897	\$0	\$72,897	\$438	\$36,592	\$35,867	\$0	\$0	\$0	\$0	50.80%
101-27-178--	Burlington City Arts/Public Art	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	20.74%
Grand Total		\$13,829,306	\$62,331,442	-\$253,967	\$62,585,409	\$2,564,271	\$10,413,365	\$49,607,773					

GENERAL FUND REVENUE
For the Month of September 2013

You should be at approximately

Organization #	Organization Set	September Collected	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Collected	Remainder to be Collected	% Collected	Memo & Notes
101	Do Not Use	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	
101-00--	Non-Departmental	\$68,682	\$41,606,343	\$0	\$41,606,343	\$0	\$8,924,750	\$32,681,593	21.45%	
101-04-00--	City/Treasurer/Admin	\$240,200	\$2,531,037	\$0	\$2,531,037	\$0	\$876,112	\$1,654,925	34.62%	
101-05-00--	City Attorney/Admin	\$200,000	\$200,000	\$0	\$200,000	\$0	\$11,512	\$188,488	5.76%	
101-06-00--	Planning and Zoning/Admin	\$86,615	\$486,234	\$0	\$486,234	\$0	\$219,156	\$267,078	45.07%	
101-07-00--	City Assessor/Admin	\$0	\$94,100	\$0	\$94,100	\$0	\$150	\$93,950	0.16%	
101-08-00--	Human Resources/Admin	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	
101-15-00--	Fire Administration	\$5,500	\$89,000	\$1,000	\$90,000	\$0	\$8,283	\$80,717	9.3%	
101-15-042--	Fire Fire Protection	\$38,471	\$300,000	\$0	\$300,000	\$0	\$69,162	\$230,838	23.05%	
101-15-044--	Fire/Grants	\$13,447	\$77,763	\$82,264	\$160,027	\$0	\$13,447	\$146,580	8.40%	
101-17-00--	Police/Admin	\$3,650	\$0	\$0	\$0	\$0	\$47,821	\$47,821	0.00%	
101-17-044--	Police/Grants	\$111,693	\$42,237	\$98,740	\$530,977	\$0	\$103,910	\$427,067	19.57%	
101-17-050--	Police/Police Uniform Services	\$20,514	\$590,200	\$0	\$590,200	\$0	\$34,103	\$556,097	5.78%	
101-17-051--	Police/Airport Security	\$1,142,270	\$1,142,270	\$0	\$1,142,270	\$0	\$285,568	\$856,702	25.00%	
101-17-052--	Police/Dispatch and Communications	\$1,400	\$40,000	\$0	\$40,000	\$0	\$1,508	\$38,492	3.77%	
101-17-053--	Police/Parking Enforcement	\$108,575	\$1,436,100	\$0	\$1,436,100	\$0	\$314,570	\$1,121,530	21.90%	
101-19-00--	Public Works/Admin	\$41,217	\$495,450	\$0	\$495,450	\$0	\$123,660	\$371,790	24.96%	
101-19-150--	Public Works/Engineering	\$0	\$862,293	\$0	\$862,293	\$0	\$862,293	\$0	0.00%	
101-19-151--	Public Works/Equipment Maintenance	\$169,760	\$1,958,039	\$0	\$1,958,039	\$0	\$436,826	\$1,521,213	22.31%	
101-19-152-480-	Public Works/Street/Snow Removal	\$0	\$235,000	\$0	\$235,000	\$0	\$0	\$235,000	0.00%	
101-19-152-481-	Public Works/Street/Street Maintenance	\$423	\$1,168,920	\$0	\$1,168,920	\$0	\$23,878	\$845,042	27.71%	
101-19-152-482-	Public Works/Streets/Concrete	\$0	\$815,000	\$0	\$815,000	\$0	\$25	\$814,975	0.00%	
101-19-153--	Public Works/Recycling	\$45,644	\$511,200	\$0	\$511,200	\$0	\$124,429	\$386,771	24.34%	
101-19-154--	Public Works/Inspection Services	\$91,127	\$720,000	\$0	\$720,000	\$0	\$288,179	\$431,821	40.02%	
101-19-155--	Public Works/Central Facility	\$0	\$247,140	\$0	\$247,140	\$0	\$0	\$247,140	0.00%	
101-20-00--	Code Enforcement/Admin	\$19,251	\$1,043,350	\$0	\$1,043,350	\$0	\$54,143	\$989,207	5.19%	
101-21-060--	Fletcher Free Library/General Services	\$5,826	\$138,100	\$1,000	\$139,100	\$0	\$18,027	\$121,073	12.96%	
101-21-061--	Fletcher Free Library/Summer Reading Program	\$104	\$15,000	\$0	\$15,000	\$0	\$154	\$14,846	1.03%	
101-21-062--	Fletcher Free Library/English as a Second Language	\$0	\$6,500	\$0	\$6,500	\$0	\$6,500	\$0	0.00%	
101-23-000-000-	Parks and Recreation/Admin/Administration	\$10,012	\$12,500	\$18,463	\$30,963	\$0	\$56,820	\$25,857	183.51%	
101-23-044--	Parks and Recreation/Grants	\$0	\$20,000	\$20,000	\$40,000	\$0	\$0	\$40,000	0.00%	
101-23-100-000-	Parks and Recreation/Parks/Administration	\$6,376	\$25,000	\$0	\$25,000	\$0	\$12,645	\$12,355	50.58%	
101-23-100-235-	Parks and Recreation/Parks/Grounds Maintenance	\$945	\$24,500	\$0	\$24,500	\$0	\$945	\$23,555	3.86%	
101-23-100-236-	Parks and Recreation/Parks/Buildings Maintenance	\$3,140	\$10,000	\$0	\$10,000	\$0	\$9,905	\$95	99.05%	
101-23-100-237-	Parks and Recreation/Parks/Trees & Greenways	\$0	\$23,000	\$0	\$23,000	\$0	\$0	\$23,000	0.00%	
101-23-100-238-	Parks and Recreation/Parks/Community Gardens	\$1,237	\$23,000	\$0	\$23,000	\$0	\$1,354	\$21,646	5.89%	
101-23-101-000-	Parks and Recreation/Parks/Cemetaries	\$10,105	\$131,200	\$0	\$131,200	\$0	\$92,600	\$38,600	24.85%	
101-23-101-000-	Parks and Recreation/Recreation/Administration	\$395	\$49,000	\$0	\$49,000	\$0	\$40,863	\$8,137	83.39%	
101-23-101-245-	Parks and Recreation/Recreation/Recreation Programs	\$21,157	\$397,900	\$0	\$397,900	\$0	\$249,673	\$148,227	62.75%	
101-23-101-246-	Parks and Recreation/Recreation/Events	\$6,405	\$93,000	\$0	\$93,000	\$0	\$44,188	\$48,812	47.51%	
101-23-101-247-	Parks and Recreation/Recreation/Bus Operations	\$0	\$5,000	\$0	\$5,000	\$0	\$0	\$5,000	0.00%	
101-23-101-248-	Parks and Recreation/Recreation/Athletic Programs	\$6,458	\$110,000	\$0	\$110,000	\$0	\$45,320	\$64,680	41.20%	
101-23-101-250-	Parks and Recreation/Facilities/Lendy Arena	\$36,683	\$617,000	\$0	\$617,000	\$0	\$126,142	\$490,858	20.44%	
101-23-103-256-	Parks and Recreation/Facilities/Memorial Auditorium	\$5,484	\$205,400	\$0	\$205,400	\$0	\$22,724	\$182,676	11.06%	
101-23-103-257-	Parks and Recreation/Facilities/North Beach	\$96,148	\$536,500	\$0	\$536,500	\$0	\$373,333	\$163,167	69.82%	
101-23-103-258-	Parks and Recreation/Facilities/Waterfront	\$90,440	\$1,149,800	\$0	\$1,149,800	\$0	\$479,738	\$670,062	41.72%	
101-23-103-259-	Parks and Recreation/Facilities/Miller Center	\$9,281	\$95,500	\$0	\$95,500	\$0	\$22,790	\$72,710	23.86%	
101-23-103-260-	Parks and Recreation/Facilities/Public Buildings	\$0	\$36,500	\$0	\$36,500	\$0	\$0	\$36,500	0.00%	
101-27-000-000-	Burlington City Arts/Admin/Administration	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	
101-27-135-051-	Burlington City Arts/Arts/Arts/Development	\$16,446	\$625,500	\$0	\$625,500	\$0	\$86,315	\$540,185	13.64%	
101-27-135-055-	Burlington City Arts/Arts Education/Print Studio	\$13,878	\$160,500	\$0	\$160,500	\$0	\$32,046	\$128,454	19.97%	
101-27-176-056-	Burlington City Arts/Arts Education/Clay Studio	\$13,081	\$15,038	\$0	\$15,038	\$0	\$2,049	\$12,989	86.38%	
101-27-176-057-	Burlington City Arts/Arts Education/Photo Studio	\$0	\$0	\$0	\$0	\$0	\$19,503	\$19,503	0.00%	
101-27-176-058-	Burlington City Arts/Arts Education/Visual Arts	\$21,987	\$240,625	\$0	\$240,625	\$0	\$99,951	\$140,674	41.54%	
101-27-177--	Burlington City Arts/Festivals/Events	\$1,130	\$21,500	\$0	\$21,500	\$0	\$1,139	\$20,361	5.30%	
101-27-178--	Burlington City Arts/Public Art	\$0	\$0	\$0	\$0	\$0	\$4,750	\$4,750	0.00%	
Grand Total		\$1,541,122	\$62,649,239	\$221,467	\$62,870,706	\$0	\$14,036,886	\$48,833,820	22.33%	

Rev for fireworks July 3rd

IMPACT FEES FUND - EXPENDITURES
For the Month of September 2013

25%

You should be at approximately

Organization #	Organizational Set	September Expenses	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Expended	Remaining Balance	% Expensed	Memo & Notes
		Sum of Current Month	Sum of Adopted Budget	Sum of Budget Amendments	Sum of Amended Budget	Sum of YTD Encumbrances	Sum of YTD Transactions	Sum of Balance Left YTD		
201-15-000--	Organizational Name Set	\$0	\$140,521	\$0	\$140,521	\$0	\$0	\$140,521	0.00%	
201-17-000--	Impact Fees / Fire	\$0	\$179,770	\$0	\$179,770	\$0	\$0	\$179,770	0.00%	
201-19-000--	Impact Fees / Police	\$0	\$248,248	\$0	\$248,248	\$0	\$0	\$248,248	0.00%	
201-21-000--	Impact Fees / DPW	\$0	\$60,149	\$0	\$60,149	\$0	\$0	\$60,149	0.00%	
201-23-000--	Impact Fees / Fletcher Free Library	\$0	\$248,662	\$0	\$248,662	\$0	\$0	\$248,662	0.00%	
201-32-000--	Impact Fees / Parks and Recreation	\$0	\$48,524	\$0	\$48,524	\$0	\$0	\$48,524	0.00%	
Grand Total		\$0	\$925,874	\$0	\$925,874	\$0	\$0	\$925,874	0.00%	

IMPACT FEES FUND - REVENUES
For the Month of September 2013

You should be at approximately 25%.

Organization #	Organizational Set	September Collected	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Collected	Remaining to be Collected	% Collected	Memo & Notes
Row Labels	Organizational Name Set	Sum of Current Month	Sum of Adopted Budget	Sum of Budget Amendments	Sum of Amended Budget	Sum of YTD Encumbrances	Sum of YTD Transactions	Sum of Balance Left TD		
201-15-000--	Impact Fees / Fire	\$0	\$140,521	\$0	\$140,521	\$0	\$0	\$140,521	0.00%	
201-17-000--	Impact Fees / Police	\$0	\$179,770	\$0	\$179,770	\$0	\$0	\$179,770	0.00%	
201-19-000--	Impact Fees / DPW	\$0	\$248,248	\$0	\$248,248	\$0	\$0	\$248,248	0.00%	
201-21-000--	Impact Fees / Fletcher Free Library	\$0	\$60,149	\$0	\$60,149	\$0	\$0	\$60,149	0.00%	
201-23-000--	Impact Fees / Parks and Recreation	\$0	\$248,662	\$0	\$248,662	\$0	\$0	\$248,662	0.00%	
201-32-000--	Impact Fees / School	\$0	\$48,524	\$0	\$48,524	\$0	\$0	\$48,524	0.00%	
Grand Total		\$0	\$925,874	\$0	\$925,874	\$0	\$0	\$925,874	0.00%	

AIP's EXPENDITURES
For the Month of September 2013

You should be at approximately 25%.

Organization #	Organizational Set	September Expenses	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Expended	Remaining Balance	% Expended	Memo & Notes
404-35-700--	Airport/Capital Projects	\$0	\$697,558	\$0	\$697,558	\$0	\$0	\$697,558	0.00%	
405-35-700--	Airport/Capital Projects	\$0	\$582,372	\$0	\$582,372	\$0	\$0	\$582,372	0.00%	
406-35-700--	Airport/Capital Projects	\$0	\$4,000	\$0	\$4,000	\$0	\$0	\$4,000	0.00%	
407-35-700--	Airport/Capital Projects	\$0	\$729,261	\$0	\$729,261	\$0	\$0	\$729,261	0.00%	
408-35-700--	Airport/Capital Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	
409-35-700--	Airport/Capital Projects	\$0	\$918,852	\$0	\$918,852	\$0	\$0	\$918,852	0.00%	
410-35-700--	Airport/Capital Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	
412-35-700--	Airport/Capital Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	
421-35-700--	Airport/Capital Projects	\$0	\$468,395	\$0	\$468,395	\$0	\$0	\$468,395	0.00%	
426-35-700--	Airport/Capital Projects	\$0	\$304,326	\$0	\$304,326	\$0	\$0	\$304,326	0.00%	
429-35-700--	Airport/Capital Projects	\$0	\$109,653	\$0	\$109,653	\$88,868	\$6,565	\$14,220	87.03%	
430-35-700--	Airport/Capital Projects	\$400	\$146,755	\$0	\$146,755	\$141,914	\$400	\$4,441	96.97%	
431-35-700--	Airport/Capital Projects	\$2,425	\$64,142	\$0	\$64,142	\$42,228	\$3,410	\$18,403	71.31%	
432-35-700--	Airport/Capital Projects	\$5,820	\$2,096,789	\$0	\$2,096,789	\$387,353	\$17,566	\$1,691,870	19.31%	
433-35-700--	Airport/Capital Projects	\$903,579	\$5,554,976	\$0	\$5,554,976	\$623,925	\$1,150,875	\$3,780,176	31.95%	
434-35-700--	Airport/Capital Projects	\$14,237	\$2,785,685	\$0	\$2,785,685	\$1,817,448	\$14,232	\$954,005	65.75%	
435-35-700--	Airport/Capital Projects	\$3,631	\$1,190,000	\$0	\$1,190,000	\$0	\$3,632	\$1,186,368	0.31%	
436-35-700--	Airport/Capital Projects	\$25	\$203,000	\$0	\$203,000	\$2,430	\$25	\$200,545	1.21%	
437-35-700--	Airport/Capital Projects	\$3,318	\$1,309,835	\$0	\$1,309,835	\$0	\$3,318	\$1,306,517	0.25%	
450-35-700--	Airport/Capital Projects	\$3,100	\$890,795	\$0	\$890,795	\$184,016	\$150,079	\$556,700	37.51%	
415-35-700--	Airport/Capital Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	
416-35-700--	Airport/Capital Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	
Grand Total		\$936,530	\$18,056,394	\$0	\$18,056,394	\$3,288,281	\$1,350,103	\$13,418,010	25.69%	

CAPITAL FUNDS REVENUE
For the Month of September 2013

25%

You should be at approximately:

Organization #	Organizational Set	September Collected	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Collected	Remain to be Collected	% Collected	Memo & Notes
700-04-700--	Clerk/Treasurer/Capital Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
700-23-000-702-	Parks and Recreation/Admin/Pennies for Parks	\$0	\$349,654	\$0	\$349,654	\$0	\$5	\$349,649	0.00%	
700-23-000-702-	Parks and Recreation/Admin/Greenbelt	\$0	\$188,813	\$0	\$188,813	\$0	\$0	\$188,813	0.00%	
700-23-000-703-	Parks and Recreation/Admin/Conservation Legacy	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
705-19-700--	Public Works/Capital Projects	\$0	\$0	\$0	\$0	\$0	\$50,000	-\$50,000		
706-19-700--	Public Works/Capital Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
709-19-500-700-	Public Works/Engineering/Street Capital	\$26,600	\$2,266,535	\$0	\$2,266,535	\$0	\$41,616	\$2,224,919	1.84%	
709-19-500-800-	Public Works/Engineering/Open	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
709-19-500-803-	Public Works/Engineering/Sidewalk Improvement Projects	\$3,077	\$0	\$0	\$0	\$0	\$3,077	-\$3,077		
718-19-700--	Public Works/Capital Projects	\$0	\$2,000,000	\$0	\$2,000,000	\$0	\$0	\$2,000,000	0.00%	
745-31-700--	GEDO/Capital Projects	\$111,485	\$0	\$0	\$0	\$0	\$111,485	-\$111,485		
Grand Total		\$141,252	\$4,805,022	\$0	\$4,805,022	\$0	\$206,184	\$4,598,838	4.29%	

CAPITAL FUNDS EXPENDITURES
For the Month of September 2013

You should be at approximately 25%.

Organization #	Organizational Set	September Expenses	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Expended	Remaining Balance	% Expended	Memo & Notes
700-04-700--	Clerk/Treasurer/Capital Projects	\$7,000	\$400,000	\$0	\$400,000	\$0	\$16,781	\$383,220	4.20%	
700-23-000-701-	Parks and Recreation/Admin/Permits for Parks	\$74,929	\$349,654	\$0	\$349,654	\$184,444	\$116,734	\$48,476	86.13%	
700-23-000-702-	Parks and Recreation/Admin/Greenbelt	\$5,750	\$188,813	\$0	\$188,813	\$938	\$18,701	\$169,174	10.40%	
700-23-000-703-	Parks and Recreation/Admin/Conservation Legacy	\$6,756	\$168,915	\$0	\$168,915	\$6,669	\$23,205	\$149,041	17.69%	
705-19-700--	Public Works/Capital Projects	\$0	\$120,000	\$0	\$120,000	\$0	\$120,000	\$0	0.00%	
706-19-700--	Public Works/Capital Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	
708-19-700--	Public Works/Capital Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	
709-19-150-700-	Public Works/Engineering/Street Capital	\$19,691	\$2,685,908	\$0	\$2,685,908	\$5,710	\$152,128	\$2,528,070	5.88%	
709-19-150-800-	Public Works/Engineering/Open	\$2,127	\$0	\$0	\$0	\$0	\$5,822	-\$5,822		
709-19-150-801-	Public Works/Engineering/FHWA	\$21,699	\$0	\$0	\$0	\$0	\$21,699	-\$21,699		
709-19-150-802-	Public Works/Engineering/Open 2	\$0	\$95,184	\$0	\$95,184	\$26,775	\$0	\$68,409	28.13%	
709-19-150-803-	Public Works/Engineering/Sidewalk Improvement Projects	\$3,847	\$434,839	\$0	\$434,839	\$1,901	\$3,847	\$429,091	1.32%	
709-19-150-804-	Public Works/Engineering/Federal Transit Administration	\$0	\$3,380,000	\$0	\$3,380,000	\$0	\$0	\$3,380,000	0.00%	
709-19-700--	Public Works/Capital Projects	\$28,375	\$2,681,000	\$0	\$2,681,000	\$2,947	\$28,375	\$2,652,625	1.17%	
715-19-700--	Public Works/Capital Projects	\$64,386	\$6,916,651	\$0	\$6,916,651	\$0	\$64,386	\$6,852,265	0.93%	
716-19-700--	Public Works/Capital Projects	\$0	\$431,358	\$0	\$431,358	\$0	\$0	\$431,358	0.00%	
718-19-700--	Public Works/Capital Projects	\$115,357	\$941,500	\$0	\$941,500	\$0	\$114,607	\$826,893	12.17%	
724-19-700--	Public Works/Capital Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	
745-19-700--	Public Works/Capital Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	
745-31-700--	CEDO/Capital Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	
Grand Total		\$349,416	\$18,773,822	\$0	\$18,773,822	\$229,384	\$566,284	\$17,976,154	4.24%	

RETIREMENT EXPENDITURES
For the Month of September 2013

You should be at approximately 25%

Organization #	Organizational Sct	September Expenses	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Expended	Remaining Balance	% Expended	Memo & Notes
125-08-000--	Human Resources/Admin	\$11,889	\$231,716	\$0	\$231,716	\$0	\$21,871	\$209,845	9.44%	
125-08-036--	Human Resources/Retirement	\$1,132,590	\$13,780,022	\$0	\$13,780,022	\$0	\$3,428,538	\$10,351,484	74.88%	
Grand Total		\$1,144,479	\$14,011,738	\$0	\$14,011,738	\$0	\$3,450,409	\$10,561,329	74.63%	

RETIREMENT REVENUE
For the Month of September 2013

Organization #	Organizational Sct	September Collected	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Collected	Remaining to be Collected	% Collected	Memo & Notes
125-08-000--	Human Resources/Admin	\$0	\$50	\$0	\$50	\$0	\$0	\$50	0.00%	
125-08-036--	Human Resources/Retirement	\$759,211	\$13,725,988	\$0	\$13,725,988	\$0	\$2,374,862	\$11,351,126	17.30%	
Grand Total		\$759,211	\$13,726,038	\$0	\$13,726,038	\$0	\$2,374,862	\$11,351,176	17.30%	

You should be at approximately 25%

WASTEWATER DEPARTMENT REVENUE
For the Month of September 2013

You should be at approximately 75%

Organization #	Organizational Set	September Collected	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Collected	Remaining to be Collected	% Collected	Memo & Notes
480-19-425-000-	Public Works/Wastewater/Administration	\$691,145	\$7,753,382	\$0	\$7,753,382	\$0	\$1,915,068	\$5,838,314	24.70%	
480-19-425-430-	Public Works/Wastewater/Main Plant	\$0	\$700,000	\$0	\$700,000	\$0	\$125	\$199,875	0.06%	
480-19-425-431-	Public Works/Wastewater/North Plant	\$0	\$74,000	\$0	\$74,000	\$0	\$10,443	\$63,557	14.11%	
480-19-425-432-	Public Works/Wastewater/East Plant	\$0	\$40,000	\$0	\$40,000	\$0	\$2,953	\$37,047	7.38%	
Grand Total		\$691,145	\$8,067,382	\$0	\$8,067,382	\$0	\$1,928,586	\$6,138,794	23.91%	

WASTEWATER DEPARTMENT EXPENDITURES
For the Month of September 2013

You should be at approximately 25%

Organization #	Organizational Set	September Expenses	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Expended	Remaining Balance	% Expended	Memo & Notes
480-19-425-000-	Public Works/Wastewater/Administration	\$51,176	\$4,382,681		\$4,382,681	\$9,281	\$349,009	\$4,024,391	8.18%	
480-19-425-430-	Public Works/Wastewater/Main Plant	\$213,707	\$2,419,082		\$2,419,082	\$196,387	\$348,941	\$1,873,754	22.54%	
480-19-425-431-	Public Works/Wastewater/North Plant	\$36,414	\$381,564		\$381,564	\$81,885	\$74,743	\$274,936	41.05%	
480-19-425-432-	Public Works/Wastewater/East Plant	\$44,286	\$503,846		\$503,846	\$52,726	\$96,720	\$354,800	29.58%	
480-19-425-433-	Public Works/Wastewater/Pump Stations	\$10,306	\$188,569		\$188,569	\$23,875	\$35,343	\$138,751	31.77%	
Grand Total		\$355,890	\$7,875,742		\$7,875,742	\$364,154	\$904,956	\$6,606,632	16.11%	

WATER DEPARTMENT REVENUE
For the Month of September 2013

Your should be at approximately 25%

Organization #	Organizational Set	September Collected	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Collected	Remaining to be Collected	% Collected	Memo & Notes
460-19-400-000-	Public Works/Water/Administration	\$526,881	\$5,645,233	\$0	\$5,645,233	\$0	\$1,433,631	\$4,211,602	25.40%	
460-19-400-410-	Public Works/Water/Production	\$0	\$2,000	\$0	\$2,000	\$0	\$250	\$1,750	12.50%	
460-19-400-411-	Public Works/Water/Distribution	\$5,673	\$379,000	\$0	\$379,000	\$0	\$29,218	\$349,783	7.71%	
460-19-400-412-	Public Works/Water/Metering	\$0	\$30,000	\$0	\$30,000	\$0	\$5,169	\$24,831	17.23%	
Grand Total		\$532,554	\$6,056,233	\$0	\$6,056,233	\$0	\$1,468,267	\$4,587,966	24.24%	

WATER DEPARTMENT EXPENDITURES
For the Month of September 2013

25%
You should be at approximately

Organization #	Organizational Est	September Expenses	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Expended	Remaining Balance	% Expended	Memo & Notes
460-19-400-000-	Public Works/Water/Administration	\$41,397	\$1,720,929	\$0	\$1,720,929	\$2,936	\$149,989	\$1,548,005	10.05%	
460-19-400-410-	Public Works/Water/Production	\$199,962	\$1,788,560	\$0	\$1,788,560	\$186,431	\$359,596	\$1,242,533	30.53%	
460-19-400-411-	Public Works/Water/Distribution	\$102,725	\$1,505,055	\$0	\$1,505,055	\$56,248	\$240,414	\$1,208,393	19.71%	
460-19-400-412-	Public Works/Water/Metering	\$24,471	\$352,814	\$0	\$352,814	\$22,942	\$66,209	\$263,663	25.77%	
460-19-400-413-	Public Works/Water/Billing	\$13,960	\$174,422	\$0	\$174,422	\$16,870	\$42,533	\$115,019	34.06%	
Grand Total		\$382,515	\$5,541,780	\$0	\$5,541,780	\$305,427	\$858,740	\$4,377,613	21.01%	

AIRPORT REVENUE
For the Month of September 2013

You should lie at approximately

25'

Organization #	Organizational Srt	September Collected	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Collected	Remaining to be Collected	% Collected	Memo & Notes
400-35-000--	Airport/Admin	\$239,607	\$2,569,478	\$0	\$2,569,478	\$0	\$428,057	\$2,141,421	16.66%	
400-35-430--	Airport/Terminal Operations	\$619,304	\$5,338,014	\$0	\$5,338,014	\$0	\$1,615,706	\$3,722,308	30.27%	
400-35-431--	Airport/Airfield Operations	\$169,027	\$1,725,060	\$0	\$1,725,060	\$0	\$511,014	\$1,214,046	29.62%	
400-35-432--	Airport/Industrial Park	\$94,422	\$1,604,804	\$0	\$1,604,804	\$0	\$399,990	\$1,204,814	24.92%	
400-35-433-600-	Airport/Parking Operations/Parking Garage	\$646,069	\$7,100,000	\$0	\$7,100,000	\$0	\$1,626,868	\$5,473,132	22.91%	
400-35-433-601-	Airport/Parking Operations/Park & Shuttle	\$19,262	\$0	\$0	\$0	\$0	\$0	\$0		
400-35-434--	Airport/Other Properties	\$1,787,691	\$261,593	\$0	\$261,593	\$0	\$57,786	\$203,807	22.09%	
Grand Total			\$18,598,949	\$0	\$18,598,949	\$0	\$4,639,421	\$13,959,528	24.94%	

AIRPORT EXPENDITURES
For the Month of September 2013

You should be at approximately 25

Organization #	Organizational Set	September Expenses	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Expended	Remaining Balance	% Expended	Memo & Notes
400-35-000--	Airport/Admin	\$125,907	\$1,282,397	-\$4,000	\$1,278,397	\$43,572	\$346,406	\$888,418	30.51%	
400-35-044--	Airport/Grants	\$0	\$545,000	\$0	\$545,000	\$0	\$0	\$545,000	0.00%	
400-35-430--	Airport/Terminal Operations	\$361,482	\$7,887,566	-\$26,000	\$7,861,566	\$455,473	\$2,904,800	\$4,501,793	42.74%	
400-35-431--	Airport/Airfield Operations	\$194,334	\$3,958,540	\$12,000	\$3,970,540	\$97,432	\$638,791	\$3,233,318	18.57%	
400-35-432--	Airport/Industrial Park	\$54,508	\$1,706,459	-\$18,500	\$1,687,959	\$6,344	\$320,983	\$1,360,431	19.40%	
400-35-433-600-	Airport/Parking Operations/Parking Garage	\$76,144	\$7,929,385	\$16,500	\$7,945,885	\$24,136	\$838,378	\$2,083,371	29.28%	
400-35-433-601-	Airport/Parking Operations/Park & Shuttle	\$239	\$10,421	\$0	\$10,421	\$871	\$871	\$7,162	31.28%	
400-35-434--	Airport/Other Properties	\$13,258	\$575,367	\$70,000	\$595,367	\$19,110	\$161,770	\$414,536	30.37%	
Grand Total		\$827,871	\$18,895,135	\$0	\$18,895,135	\$648,656	\$5,212,950	\$13,033,579	31.02%	

CEDO EXPENDITURES
For the Month of September 2013

YTD should be an approximation

Organization #	Organizational Sub	September Expenses	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Encumbered	Remaining Balance	% Expended	Memo & Notes
301-31-300-001	CEDO/Admin	\$34,108	\$713,965	\$0	\$713,965	\$1,744	\$156,010	\$556,211	24.62%	
301-31-301-301	CEDO/Community Development/Neighborhood Support Services	\$9,849	\$0	\$4,350	\$9,849	\$9,849	\$9,849	\$0	100%	
301-31-301-302	CEDO/Community Development/Amr/Corps	\$4,827	\$0	\$4,827	\$4,827	\$4,827	\$4,827	\$0	100%	
301-31-301-302-2012	CEDO/Community Development/Amr/Corps/Sub-program 2012	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%	
301-31-301-302-2013	CEDO/Community Development/Amr/Corps/Sub-program 2013	\$6,562	\$0	\$6,562	\$6,562	\$6,562	\$6,562	\$0	100%	
301-31-301-303	CEDO/Community Development/Cost Share	\$16,72	\$5,980	\$7,500	\$13,480	\$461	\$10,424	\$10,424	22.67%	
301-31-301-303-2012	CEDO/Community Development/Cost Share	\$10,392	\$36,123	\$9,387	\$45,660	\$1,146	\$30,235	\$410,289	9.86%	
301-31-301-321-2011	CEDO/Community Development/CDBG - Admin	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%	
301-31-301-321-2012	CEDO/Community Development/CDBG - Brownfields/Sub-program 2011	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%	
301-31-301-321-2013	CEDO/Community Development/CDBG - Brownfields/Sub-program 2012	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%	
301-31-301-322-2011	CEDO/Community Development/CDBG - Micro Enterprise/Sub-program 2011	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%	
301-31-301-322-2012	CEDO/Community Development/CDBG - Micro Enterprise/Sub-program 2012	\$5,684	\$0	\$5,684	\$5,684	\$5,684	\$5,684	\$0	100%	
301-31-301-322-2013	CEDO/Community Development/CDBG - Micro Enterprise/Sub-program 2013	\$0	\$137,000	\$63,000	\$74,000	\$0	\$15,738	\$51,301	23.48%	
301-31-301-322-2011	CEDO/Community Development/CDBG - Economic Development/Sub-program 2011	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%	
301-31-301-322-2012	CEDO/Community Development/CDBG - Economic Development/Sub-program 2012	\$0	\$0	\$156	\$156	\$0	\$15	\$171	9.85%	
301-31-301-322-2013	CEDO/Community Development/CDBG - Economic Development/Sub-program 2013	\$4,634	\$60,000	\$0	\$60,000	\$0	\$13,566	\$46,434	22.59%	
301-31-301-324-2010	CEDO/Community Development/CDBG - Housing Incentive Prog/Sub-program 2010	\$0	\$0	\$42,285	\$42,285	\$0	\$42,285	\$0	100%	
301-31-301-324-2011	CEDO/Community Development/CDBG - Housing Incentive Prog/Sub-program 2011	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%	
301-31-301-324-2012	CEDO/Community Development/CDBG - Housing Incentive Prog/Sub-program 2012	\$0	\$0	\$49,286	\$49,286	\$0	\$0	\$49,286	0%	
301-31-301-324-2013	CEDO/Community Development/CDBG - Housing Incentive Prog/Sub-program 2013	\$9,725	\$203,049	\$154,942	\$48,107	\$3	\$9,725	\$38,379	20.22%	
301-31-301-325-2009	CEDO/Community Development/CDBG - Neighborhood Revital/Sub-program 2009	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%	
301-31-301-325-2010	CEDO/Community Development/CDBG - Neighborhood Revital/Sub-program 2010	\$0	\$0	\$5,145	\$5,145	\$0	\$0	\$5,145	0%	
301-31-301-325-2012	CEDO/Community Development/CDBG - Neighborhood Revital/Sub-program 2012	\$0	\$0	\$25,052	\$25,052	\$0	\$0	\$25,052	0%	
301-31-301-325-2013	CEDO/Community Development/CDBG - Neighborhood Revital/Sub-program 2013	\$0	\$111,877	\$72,402	\$39,475	\$0	\$0	\$39,475	0%	
301-31-301-326	CEDO/Community Development/HUD	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%	
301-31-305-315	CEDO/Housing/HOME	\$1,747	\$324,775	\$0	\$324,775	\$539	\$4,896	\$319,240	1.67%	
301-31-305-316	CEDO/Housing/Burlington Housing Trust	\$3,452	\$283,320	\$0	\$283,320	\$52,343	\$68,676	\$162,201	42.71%	
301-31-305-317	CEDO/Housing/Lead	\$123,046	\$1,219,450	\$0	\$1,219,450	\$137,693	\$239,168	\$842,589	30.90%	
301-31-315-360	CEDO/Community Justice/Sr Communities	\$22,587	\$306,650	\$0	\$306,650	\$0	\$63,223	\$243,427	20.62%	
301-31-315-361	CEDO/Community Justice/General	\$611	\$22,500	\$0	\$22,500	\$12,259	\$5,535	\$14,709	34.64%	
301-31-315-362	CEDO/Community Justice/VOCA/PI	\$10,036	\$117,000	\$0	\$117,000	\$0	\$27,987	\$89,013	23.92%	
301-31-315-363	CEDO/Community Justice/2nd Chance COSA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%	
301-31-315-364	CEDO/Community Justice/RICC	\$951	\$22,000	\$0	\$22,000	\$0	\$2,616	\$19,384	11.88%	
301-31-315-365	CEDO/Community Justice/Gaffri Coordinator	\$1,291	\$35,000	\$0	\$35,000	\$0	\$3,996	\$31,004	11.42%	
301-31-315-367-2009	CEDO/Community Justice/JAG/Sub-program 2009	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%	
301-31-315-367-2010	CEDO/Community Justice/JAG/Sub-program 2010	\$0	\$0	\$1,673	\$1,673	\$1,468	\$0	\$204	87.82%	
301-31-315-367-2012	CEDO/Community Justice/JAG/Sub-program 2012	\$1,949	\$0	\$0	\$0	\$0	\$0	\$0	0%	
301-31-315-366-2011	CEDO/Community Justice/JAG/Sub-program 2011	\$9,921	\$0	\$0	\$0	\$0	\$0	\$0	0%	
301-31-330-340	CEDO/Special Projects/Legacy	\$9,921	\$0	\$0	\$0	\$0	\$0	\$0	0%	
301-31-330-342	CEDO/Special Projects/EPA - Brownfield	\$1	\$100,000	\$0	\$100,000	\$0	\$27,001	\$73,000	0.00%	
301-31-330-344	CEDO/Special Projects/Battlefield	\$1	\$5,316	\$0	\$5,316	\$0	\$1	\$5,315	0.03%	
301-31-330-345	CEDO/Special Projects/Micro-Enterprise	\$1,419	\$18,587	\$0	\$18,587	\$0	\$3,972	\$14,615	21.37%	
Grand Total		\$284,465	\$4,223,676	\$473,334	\$4,697,010	\$212,675	\$765,272	\$3,799,083	20.39%	

CEDO REVENUE
For the Month of September 2013

Organization #	Operational Yr	September Collected	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Collected	Remaining to be Collected	% Collected	Memo & Notes
201-31-000-		\$2,025	\$550,275		\$550,275	\$0	\$16,647	\$533,628	3.01%	
201-31-001-301-	CEDO/Admin	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-302-	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-302-2012	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-302-2013	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-303-	CEDO/Community Development/Neighborhood Support Services	\$20,135	\$79,458	\$19,323	\$59,046	\$0	\$7,000	\$52,046	0.00%	
201-31-001-303-2012	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-303-2013	CEDO/Community Development/Neighborhood Support Services	\$20,135	\$79,458	\$19,323	\$59,046	\$0	\$7,000	\$52,046	0.00%	
201-31-001-304-	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-304-2012	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-304-2013	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-305-	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-305-2012	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-305-2013	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-306-	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-306-2012	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-306-2013	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-307-	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-307-2012	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-307-2013	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-308-	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-308-2012	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-308-2013	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-309-	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-309-2012	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-309-2013	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-310-	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-310-2012	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-310-2013	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-311-	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-311-2012	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-311-2013	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-312-	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-312-2012	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-312-2013	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-313-	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-313-2012	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-313-2013	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-314-	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-314-2012	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-314-2013	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-315-	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-315-2012	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-315-2013	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-316-	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-316-2012	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-316-2013	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-317-	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-317-2012	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-317-2013	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-318-	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-318-2012	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-318-2013	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-319-	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-319-2012	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-319-2013	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-320-	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-320-2012	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-320-2013	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-321-	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-321-2012	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-321-2013	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-322-	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-322-2012	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-322-2013	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-323-	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-323-2012	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-323-2013	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-324-	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-324-2012	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-324-2013	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-325-	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-325-2012	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-325-2013	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-326-	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-326-2012	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-001-326-2013	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-005-316-	CEDO/Community Development/Neighborhood Support Services	\$7,777	\$283,320	\$0	\$283,320	\$0	\$23,353	\$259,967	8.24%	
201-31-005-317-	CEDO/Community Development/Neighborhood Support Services	\$0	\$1,219,450	\$0	\$1,219,450	\$0	\$124,359	\$1,095,091	10.20%	
201-31-315-	CEDO/Community Justice	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-315-360-	CEDO/Community Justice/Adm. Communities	\$0	\$306,650	\$0	\$306,650	\$0	\$0	\$306,650	0.00%	
201-31-315-361-	CEDO/Community Justice/General	\$4,338	\$22,600	\$0	\$22,600	\$0	\$7,243	\$15,357	32.19%	
201-31-315-362-	CEDO/Community Justice/VOCA/PJ	\$0	\$117,000	\$0	\$117,000	\$0	\$0	\$117,000	0.00%	
201-31-315-363-	CEDO/Community Justice/2nd Chance ODSA	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-315-364-	CEDO/Community Justice/Gratitu. Coordinator	\$0	\$22,000	\$0	\$22,000	\$0	\$0	\$22,000	0.00%	
201-31-315-365-	CEDO/Community Justice/Gratitu. Coordinator	\$0	\$35,000	\$0	\$35,000	\$0	\$1,148	\$33,852	3.28%	
201-31-315-366-	CEDO/Community Justice/Gratitu. Coordinator	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-315-367-2009	CEDO/Community Justice/AG/Sub-program, 2009	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-315-367-2010	CEDO/Community Justice/AG/Sub-program, 2010	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-315-367-2011	CEDO/Community Justice/AG/Sub-program, 2011	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-315-367-2012	CEDO/Community Justice/AG/Sub-program, 2012	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-330-340-	CEDO/Special Projects/Legacy	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-330-342-	CEDO/Special Projects/EPA - Brownfield	\$0	\$100,000	\$0	\$100,000	\$0	\$0	\$100,000	0.00%	
201-31-330-343-	CEDO/Special Projects/Battlefield	\$0	\$5,316	\$0	\$5,316	\$0	\$2,351	\$2,965	44.73%	
201-31-330-344-	CEDO/Special Projects/Micro-Enterprise	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-330-345-	CEDO/Special Projects/Legacy - ECOS	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
201-31-305-	CEDO/Headline	\$4,771	\$0	\$0	\$0	\$0	\$4,771	\$4,771	5.08%	
Grand Total		\$39,035	\$3,949,068	\$497,486	\$4,446,554	\$0	\$236,047	\$4,220,507		

Year should be at approximately 2%

Sweep Accounts & Other Bank Accounts

Fund	Account #	Fund Name	Bank	Account Description	10/25/2013	11/21/2013
					Amount	Amount
101		General Fund	TD Bank	Sweep - Main Operating	534,508	1,090,816
101	1050_107	General Fund	Keybank	Equitable Sharing		600,000
700		Capital	Keybank	Capital Improvements Project	2,000,000	537,745
201	1100	Impact	Keybank	Impact Fees	731,147	747,446
603		BCDC	Keybank	BCDC Depository Account		129,665
700	1100_700	Capital	TD Bank	Pennies for Parks	767,022	389,707
505	1100_505	Perpetual	TD Bank	Lolita Deming Estate	11,217	11,217
500's	1100_500	Perpetual	TD Bank	Cash Miscellaneous	27,070	27,070
264		General Fund	TD BANK	Traffic - Sweep	0	3,125
264	1000_200	General Fund	TD Bank	Traffic - Depository	679,324	247,485
Various	1100_	Various	Keybank	Water, Wastewater, Storm - Depository	1,746,259	1,555,232
235	1100_	TIF	Keybank	TIF	1,263,912	1,097,395
506	1100_506	Perpetual	TD Bank	Cash Firemen's Relief Trust	628	628
101	1000_102	General Fund	TD Bank	HR (ERRP) Reimbursements	6,686	6,686
101	1000_110	General Fund	TD Bank	Safeguard - Main Operating	26,429	26,431
101	1000_115	General Fund	TD Bank	Parks & Recreation - Sweep	75	3,484
101	1000_125	General Fund	TD Bank	Payroll - ADP Disbursement	13,547	13,548
101	1000_175	General Fund	Keybank	Stability Bond Proceeds	1,927,123	8,927,123
101	1000_105	General Fund	TD Bank	Special Investigations CUSI	278,926	278,926
125	1000_126	Retirement	Keybank	Retirement - Disbursements	56,256	56,256
301	1000_300	CEDO	Keybank	Bank Account (s)	103,619	187,988
301	1050_450	CEDO	TD Bank	HODAG	67,299	67,310
400	1100_450	Airport	TD Bank	Passenger Facility Charges	2,020,218	2,737,463
400	1000_400	Airport	TD Bank	Airport - Depository	296,096	340,211
400	1000_415	Airport	TD Bank	Prepaid - Debt Coverage Improvement	485,478	485,561
400	1050_400	Airport	TD Bank	Debt Service Fund	1,811,744	1,812,012
400	1050_410	Airport	NSB	Grant Anticipation Reserve	300,000	300,000
400	1050_415	Airport	Mellon	Delta Airlines Escrow	450,000	450,000
400	1050_425	Airport	TD Bank	Operating Maintenance Reserve	3,102,569	3,103,096
400	1050_430	Airport	TD Bank	Cash Reserve - Required by Bond Covenant	215,189	215,226
400	1050_470	Airport	Keybank	Revenue Anticipation Line of Credit	3,730	3,770
400	1050_487	Airport	Peoples	Debt Service Res 2012 A	1,359,252	1,359,252
400	1050_488	Airport	Peoples	Debt Service Res. 2012 B	638,518	638,518
400	1050_489	Airport	Peoples	Debt Service Res. 2012 C	7,164	7,164
400	1050_490	Airport	Peoples	Debt Service Res. 2012 ABC COI	120,709	120,709
400	1050_491	Airport	Peoples	2012 ABC Construction	5,446	5,446

B

Sweep Accounts & Other Bank Accounts

Fund	Account #	Fund Name	Bank	Account Description	10/25/2013	11/21/2013
					Amount	Amount
483	1000_480	BT	TD Bank	Telecom -Depository	1,622,929	1,846,579
503	1100_503	Perpetual	TD Bank	Walter Carpenter Fund	1,810	1,810
504	1100_504	Perpetual	TD Bank	Christmas Account Fund	1,619	1,619
507	1100_507	Perpetual	TD Bank	Firemen Fund	28,072	28,074
600	1000_600	BCDC	Keybank	BCDC - Reserve Requirements	7,069	7,069
605	1000_605	BCDC	TD Bank	BCDC - Reserve Requirement	107	107
704	1000_700	Capital	TD Bank	Green Mountain Power	140,620	140,715
Totals					22,859,387	29,609,684

(Due to) / Due From Amounts that are positive owe to the Sweep Account.

Fund	Account	Fund Name		Account Description	Amount	
Capital	1100_700	Capital		Capital Fund	3,997,210	6,906,044
125	1100_125	Retirement		Retirement Fund	2,363,745	2,003,109
190	1100_190	School		School Fund	12,477,383	16,012,802
101	1100_101	General Fund		General Fund	(29,288,882)	(38,014,372)
230	1100_230	CSM		Church Street Marketplace Fund	145,182	63,241
301	1100_301	CEDO		Community & Economic Dev. Fund	1,905,005	1,953,685
400	1100_400	Airport		Airport Fund	782,155	1,093,340
484	1100_484	BT		Burlington Telecom - Unfunded	16,936,492	16,936,492
501	1100_501	Perpetual		Cemetery Perpetual Care Fund	(1,035,889)	(1,053,708)
603	1100_603	BCDC		BCDC Fund	(128,009)	0
				Tax Anticipation Note - Nothing Owed	0	0
Total					8,154,391	5,900,632

C
C
C
A

Notes:

- A** The General Fund amount increased by approximately \$9 million as a result of the increase owed by the Capital Fund, School Fund, and the transfer of cash to Sweep Accounts.
- B** The Stability Fund was reimbursed from tax collections received on November 12, 2013.
- C** The Capital, Retirement, and School balances owed will be reduced at the end of November 2013. The amounts applied will be trued up using accounting journal entries. The total cash received during the month will be multiplied by the dedicated tax rates. This will result in a reduction of the amounts owed by the Capital, Retirement, and School funds.

GENERAL FUND REVENUE
For the Month of October 2013

Organization #	Organizational Set	October Collected	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Collected	Remaining to be Collected	% Collected	Memo & Notes
101-00-000-	Non-Departmental	\$540,462	\$41,606,343	\$0	\$41,606,343	\$0	\$11,302,942	\$30,303,401	27.17%	
101-04-000-	Clerk/Treasurer/Admin	\$2,29,530	\$2,531,037	\$0	\$2,531,037	\$0	\$1,425,560	\$1,105,477	43.68%	ahead of last year's October revenue
101-05-000-	City Attorney/Admin	\$2,813	\$2,000,000	\$0	\$2,000,000	\$0	\$1,885,275	\$114,725	7.36%	below last year's October revenue
101-06-000-	Planning and Zoning/Admin	\$116,259	\$486,234	\$0	\$486,234	\$0	\$335,416	\$150,818	68.98%	reflect a very busy fall with several large projects
101-07-000-	City Assessor/Admin	\$21	\$94,100	\$0	\$94,100	\$0	\$171	\$93,929	0.18%	
101-08-000-	Human Resources/Admin	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
101-15-000-	Fire/Admin	\$121,925	\$899,000	\$1,000	\$899,000	\$0	\$250,176	\$639,824	28.11%	below last year's October revenue
101-15-002-	Fire/Fire Protection	\$0	\$300,000	\$0	\$300,000	\$0	\$69,162	\$230,838	23.05%	below last year's October revenue
101-15-004-	Fire/Grants	\$16,360	\$77,763	\$82,264	\$160,027	\$0	\$29,607	\$130,420	18.50%	below last year's October revenue
101-17-000-	Police/Admin	\$0	\$0	\$0	\$0	\$0	\$47,821	\$47,821		
101-17-044-	Police/Grants	\$0	\$432,237	\$98,740	\$530,977	\$0	\$103,910	\$427,067	19.57%	ahead of last year's October revenue
101-17-050-	Police/Police Uniform Services	\$47,605	\$590,200	\$5,000	\$595,200	\$0	\$131,708	\$463,492	22.13%	ahead of last year's October revenue
101-17-051-	Police/Airport Security	\$95,189	\$1,142,270	\$0	\$1,142,270	\$0	\$380,757	\$761,513	33.33%	
101-17-052-	Police/Dispatch and Communications	\$7,388	\$40,000	\$0	\$40,000	\$0	\$9,852	\$30,148	24.63%	ahead of last year's October revenue
101-17-053-	Police/Parking Enforcement	\$145,427	\$1,436,100	\$0	\$1,436,100	\$0	\$459,992	\$976,108	37.03%	
101-19-000-	Public Works/Admin	\$42,205	\$495,450	\$0	\$495,450	\$0	\$165,865	\$329,585	33.48%	Invoicing incomplete
101-19-150-	Public Works/Engineering	\$0	\$862,293	\$0	\$862,293	\$0	\$0	\$862,293	0.00%	
101-19-151-	Public Works/Equipment Maintenance	\$196,020	\$1,958,039	\$0	\$1,958,039	\$0	\$632,846	\$1,325,193	32.32%	
101-19-152-480-	Public Works/Streets/Snow Removal	\$191,917	\$215,000	\$0	\$215,000	\$0	\$71,667	\$143,333	33.33%	
101-19-152-481-	Public Works/Streets/Street Maintenance	\$67,282	\$1,168,920	\$0	\$1,168,920	\$0	\$445,288	\$723,632	38.09%	
101-19-152-482-	Public Works/Streets/Street Concrete	\$25	\$815,000	\$0	\$815,000	\$0	\$50	\$814,950	0.01%	same as last year at this time
101-19-153-	Public Works/Recycling	\$4,994	\$511,200	\$0	\$511,200	\$0	\$129,473	\$381,727	25.32%	ahead of last year's October revenue
101-19-154-	Public Works/Inspection Services	\$56,006	\$720,000	\$0	\$720,000	\$0	\$354,185	\$365,815	49.19%	ahead of last year's October revenue
101-19-155-	Public Works/Central Facility	\$20,595	\$247,140	\$0	\$247,140	\$0	\$82,380	\$164,760	33.33%	
101-20-000-	Code Enforcement/Admin	\$1,043,350	\$1,043,350	\$0	\$1,043,350	\$0	\$65,193	\$978,157	6.25%	
101-21-000-	Fletcher Free Library/General Services	\$5,931	\$138,100	\$1,000	\$139,100	\$0	\$23,957	\$115,143	17.22%	Rental billing does not occur until April 1, 2014 and represents over \$871,000.
101-21-001-	Fletcher Free Library/Summer Reading Program	\$0	\$15,000	\$0	\$15,000	\$0	\$154	\$14,846	1.03%	
101-23-000-000-	Parks and Recreation/Admin/Administration	\$165	\$6,500	\$0	\$6,500	\$0	\$0	\$6,500	0.00%	
101-23-004-	Parks and Recreation/Grants	\$185	\$12,500	\$18,463	\$30,963	\$0	\$56,985	\$26,022	184.04%	
101-23-100-000-	Parks and Recreation/Parks/Administration	\$7,864	\$25,000	\$0	\$25,000	\$0	\$20,000	\$5,000	80.00%	Rev for fireworks July 2nd, short \$10,000 from sponsor, pulling out late
101-23-100-235-	Parks and Recreation/Parks/Grass Maintenance	\$1,696	\$24,500	\$0	\$24,500	\$0	\$945	\$23,555	3.86%	About the same as last year at this time
101-23-100-236-	Parks and Recreation/Parks/Buildings Maintenance	\$1,696	\$10,000	\$0	\$10,000	\$0	\$11,601	-\$1,601	116.01%	
101-23-100-237-	Parks and Recreation/Parks/Trees & Greenways	\$4,916	\$23,000	\$0	\$23,000	\$0	\$6,270	\$16,730	27.26%	same as last year at this time
101-23-100-238-	Parks and Recreation/Parks/Community Gardens	\$8,380	\$131,200	\$0	\$131,200	\$0	\$35,750	\$95,450	27.25%	
101-23-101-000-	Parks and Recreation/Parks/Cometries	\$0	\$49,000	\$2,330	\$51,330	\$0	\$40,828	\$10,502	79.54%	
101-23-101-245-	Parks and Recreation/Recreation/Recreation Programs	\$10,940	\$97,900	\$0	\$97,900	\$0	\$29,384	\$68,516	57.65%	Projecting to be \$25,000 under budget
101-23-101-246-	Parks and Recreation/Recreation/Events	\$850	\$93,000	\$0	\$93,000	\$0	\$43,738	\$49,262	47.03%	School decided not to rent our bus so not expected to realize this \$5k
101-23-101-247-	Parks and Recreation/Recreation/Bus Operations	\$0	\$5,000	\$0	\$5,000	\$0	\$0	\$5,000	0.00%	
101-23-101-248-	Parks and Recreation/Recreation/Athletic Programs	\$7,214	\$110,000	\$0	\$110,000	\$0	\$51,360	\$58,640	46.69%	
101-23-103-255-	Parks and Recreation/Facilities/Leddy Arena	\$27,323	\$617,000	\$0	\$617,000	\$0	\$132,061	\$484,939	24.65%	Winter is busy season
101-23-103-256-	Parks and Recreation/Facilities/Memorial Auditorium	\$21,440	\$205,400	\$0	\$205,400	\$0	\$43,824	\$161,576	21.34%	Limited events to date, winter is busy season, Short approx. \$14k due to loss of Annex rental
101-23-103-257-	Parks and Recreation/Facilities/North Beach	\$23,212	\$536,500	\$0	\$536,500	\$0	\$385,963	\$150,537	71.94%	Bulk of season at beginning of year
101-23-103-258-	Parks and Recreation/Facilities/North Beach	\$82,627	\$1,149,800	\$0	\$1,149,800	\$0	\$527,377	\$622,423	45.87%	Bulk of season at beginning of year
101-23-103-259-	Parks and Recreation/Facilities/Waterfront	\$5,671	\$95,500	\$0	\$95,500	\$0	\$28,361	\$67,139	29.70%	Checking on status of deposits
101-23-103-260-	Parks and Recreation/Facilities/Miller Center	\$0	\$36,500	\$0	\$36,500	\$0	\$0	\$36,500	0.00%	
101-27-000-000-	Burlington City Arts/Admin/Development	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
101-27-000-051-	Burlington City Arts/Admin/Development	\$15,500	\$625,500	\$0	\$625,500	\$0	\$43,535	\$581,965	6.96%	same as last year at this time
101-27-175-	Burlington City Arts/BCA Center	\$16,143	\$160,500	\$0	\$160,500	\$0	\$53,261	\$107,239	33.18%	
101-27-176-055-	Burlington City Arts/Arts Education/Print Studio	\$1,049	\$15,038	\$0	\$15,038	\$0	\$2,040	\$2,040	41.62%	
101-27-176-056-	Burlington City Arts/Arts Education/Glass Studio	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
101-27-176-057-	Burlington City Arts/Arts Education/Photo Studio	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
101-27-176-058-	Burlington City Arts/Arts Education/Visual Arts	\$12,515	\$240,625	\$0	\$240,625	\$0	\$110,095	\$130,530	45.75%	Ahead of last year at this time
101-27-177-	Burlington City Arts/Festivals/Events	\$0	\$21,500	\$0	\$21,500	\$0	\$1,139	\$20,361	5.30%	
101-27-178-	Burlington City Arts/Public Art	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Grand Total		\$2,002,601	\$62,829,239	\$228,797	\$62,858,036	\$0	\$18,060,358	\$44,797,678	28.73%	

33%

You should be at approximately

GENERAL FUND REVENUE
For the Month of October 2013

Organization #	Organizational Set	October Collected	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Collected	Remaining to be Collected	% Collected	Memo's & Notes
101.00-000-	Non-Departmental	\$540,462	\$41,606,343	\$0	\$41,606,343	\$0	\$11,302,942	\$30,303,401	27.17%	
101.04-000-	Clerk/Treasurer/Admin	\$2,293,500	\$2,531,037	\$0	\$2,531,037	\$0	\$1,105,427	\$1,425,610	43.68%	ahead of last year's October revenue
101.05-000-	City Attorney/Admin	\$2,813	\$203,000	\$0	\$203,000	\$0	\$14,725	\$185,275	7.36%	below last year's October revenue
101.06-000-	Planning and Zoning/Admin	\$116,259	\$486,234	\$0	\$486,234	\$0	\$535,416	\$150,818	68.98%	reflect a very busy fall with several large projects
101.07-000-	City Assessor/Admin	\$21	\$94,100	\$0	\$94,100	\$0	\$93,939	\$161	0.18%	
101.08-000-	Human Resources/Admin	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
101.15-000-	Fire/Admin	\$121,925	\$889,000	\$1,000	\$890,000	\$0	\$750,176	\$639,824	28.11%	below last year's October revenue
101.15-042-	Fire/Fire Protection	\$0	\$300,000	\$0	\$300,000	\$0	\$69,162	\$230,838	23.05%	below last year's October revenue
101.15-044-	Fire/Grants	\$16,160	\$77,763	\$82,684	\$160,027	\$0	\$29,607	\$130,420	18.50%	below last year's October revenue
101.17-000-	Police/Admin	\$0	\$0	\$0	\$0	\$0	\$47,821	\$47,821		
101.17-044-	Police/Grants	\$0	\$432,237	\$98,240	\$530,977	\$0	\$103,910	\$427,067	19.57%	ahead of last year's October revenue
101.17-050-	Police/Police Uniform Services	\$47,605	\$99,200	\$5,000	\$99,200	\$0	\$131,708	\$463,492	22.13%	ahead of last year's October revenue
101.17-051-	Police/Airport Security	\$95,189	\$1,142,270	\$0	\$1,142,270	\$0	\$98,757	\$761,513	33.33%	
101.17-052-	Police/Dispatch and Communications	\$7,388	\$40,000	\$0	\$40,000	\$0	\$9,852	\$59,148	24.63%	ahead of last year's October revenue
101.17-053-	Police/Parking Enforcement	\$145,422	\$1,436,100	\$0	\$1,436,100	\$0	\$459,992	\$976,108	32.03%	
101.19-000-	Public Works/Admin	\$42,205	\$495,450	\$0	\$495,450	\$0	\$165,865	\$329,585	33.48%	Invoicing incomplete
101.19-151-	Public Works/Engineering	\$0	\$862,293	\$0	\$862,293	\$0	\$632,846	\$1,229,139	32.32%	
101.19-152-480-	Public Works/Streets/Snow Removal	\$196,020	\$1,958,039	\$0	\$1,958,039	\$0	\$720,000	\$1,238,039	36.26%	
101.19-152-481-	Public Works/Streets/Street Maintenance	\$17,917	\$215,000	\$0	\$215,000	\$0	\$71,667	\$143,333	33.33%	
101.19-152-482-	Public Works/Streets/Street Concrete	\$67,782	\$1,168,930	\$0	\$1,168,930	\$0	\$445,288	\$723,642	38.09%	same as last year at this time
101.19-153-	Public Works/Recycling	\$25	\$815,000	\$0	\$815,000	\$0	\$50	\$814,950	0.01%	
101.19-154-	Public Works/Inspection Services	\$4,994	\$511,200	\$0	\$511,200	\$0	\$179,473	\$331,727	25.32%	ahead of last year's October revenue
101.19-155-	Public Works/Central Facility	\$66,006	\$720,000	\$0	\$720,000	\$0	\$354,185	\$365,815	49.19%	ahead of last year's October revenue
101.20-000-	Code Enforcement/Admin	\$20,595	\$247,140	\$0	\$247,140	\$0	\$82,380	\$164,760	33.33%	
101.21-000-	Fletcher Free Library/General Services	\$11,049	\$1,043,350	\$0	\$1,043,350	\$0	\$65,193	\$978,157	6.25%	Rental billing does not occur until April 1, 2014, and represents over \$871,000.
101.21-061-	Fletcher Free Library/Summer Reading Program	\$5,931	\$138,100	\$1,000	\$139,100	\$0	\$23,957	\$115,143	17.22%	
101.21-062-	Fletcher Free Library/English as a Second Language	\$0	\$15,000	\$0	\$15,000	\$0	\$154	\$14,846	1.03%	
101.22-000-000-	Parks and Recreation/Admny/Administration	\$0	\$6,500	\$0	\$6,500	\$0	\$0	\$6,500	0.00%	
101.23-004-	Parks and Recreation/Grants	\$185	\$12,300	\$18,463	\$30,963	\$0	\$56,985	\$26,022	184.04%	Rev for fireworks July 3rd, short \$10,000 from sponsor pulling out late
101.23-100-000-	Parks and Recreation/Parks/Administration	\$7,864	\$25,000	\$0	\$25,000	\$0	\$20,229	\$4,771	80.92%	
101.23-100-235-	Parks and Recreation/Parks/Grounds Maintenance	\$0	\$24,500	\$0	\$24,500	\$0	\$945	\$23,555	3.86%	About the same as last year at this time
101.23-100-236-	Parks and Recreation/Parks/Buildings Maintenance	\$1,696	\$10,000	\$0	\$10,000	\$0	\$11,601	\$1,601	116.01%	
101.23-100-237-	Parks and Recreation/Parks/Trees & Greenways	\$0	\$23,000	\$0	\$23,000	\$0	\$0	\$23,000	0.00%	same as last year at this time
101.23-100-238-	Parks and Recreation/Parks/Community Gardens	\$4,916	\$23,000	\$0	\$23,000	\$0	\$6,270	\$16,730	27.26%	
101.23-100-239-	Parks and Recreation/Parks/Cometries	\$8,380	\$131,200	\$0	\$131,200	\$0	\$35,750	\$95,450	27.25%	
101.23-101-000-	Parks and Recreation/Recreation/Administration	\$0	\$49,000	\$2,330	\$51,330	\$0	\$40,828	\$10,502	79.34%	Projecting to be \$25,000 under budget
101.23-101-249-	Parks and Recreation/Recreation/Recreation Programs	\$10,940	\$97,900	\$0	\$97,900	\$0	\$29,384	\$168,516	57.65%	
101.23-101-246-	Parks and Recreation/Recreation/Events	\$650	\$93,000	\$0	\$93,000	\$0	\$43,738	\$49,262	47.03%	School decided not to rent our bus so not expected to realize this \$\$\$
101.23-101-247-	Parks and Recreation/Recreation/Bus Operations	\$0	\$5,000	\$0	\$5,000	\$0	\$0	\$5,000	0.00%	
101.23-101-248-	Parks and Recreation/Recreation/Athletic Programs	\$7,214	\$110,000	\$0	\$110,000	\$0	\$51,360	\$58,640	46.69%	Winter is busy season
101.23-103-255-	Parks and Recreation/Facilities/Loddy Arena	\$21,440	\$617,000	\$0	\$617,000	\$0	\$43,824	\$163,176	21.34%	Limited events to date, winter is busy season, Short approx. \$18k due to loss of Annex rental
101.23-103-256-	Parks and Recreation/Facilities/Memorial Auditorium	\$23,212	\$536,500	\$0	\$536,500	\$0	\$385,963	\$150,537	71.94%	Bulk of season at beginning of year
101.23-103-257-	Parks and Recreation/Facilities/North Beach	\$82,627	\$1,149,800	\$0	\$1,149,800	\$0	\$527,377	\$622,424	45.87%	Bulk of season at beginning of year
101.23-103-258-	Parks and Recreation/Facilities/Waterfront	\$5,671	\$95,500	\$0	\$95,500	\$0	\$28,361	\$67,139	29.70%	Checking on status of deposits
101.23-103-260-	Parks and Recreation/Facilities/Public Buildings	\$0	\$36,500	\$0	\$36,500	\$0	\$36,500	\$0	0.00%	
101.27-000-000-	Burlington City Arts/Admin/Administration	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
101.27-000-051-	Burlington City Arts/Admin/Development	\$15,500	\$625,500	\$0	\$625,500	\$0	\$43,535	\$581,965	6.96%	same as last year at this time
101.27-175-	Burlington City Arts/BCA Center	\$16,143	\$160,500	\$0	\$160,500	\$0	\$53,261	\$107,239	33.18%	
101.27-176-055-	Burlington City Arts/Arts Education/Print Studio	\$0	\$0	\$0	\$0	\$0	\$2,040	\$2,040		
101.27-176-056-	Burlington City Arts/Arts Education/Glass Studio	\$1,049	\$15,038	\$0	\$15,038	\$0	\$6,259	\$8,779	41.62%	
101.27-176-057-	Burlington City Arts/Arts Education/Photo Studio	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
101.27-176-058-	Burlington City Arts/Arts Education/Visual Arts	\$12,153	\$240,625	\$0	\$240,625	\$0	\$110,095	\$130,530	45.75%	
101.27-177-	Burlington City Arts/Festivals/Events	\$0	\$21,500	\$0	\$21,500	\$0	\$1,139	\$20,361	5.30%	Ahead of last year at this time
101.27-178-	Burlington City Arts/Public Art	\$0	\$0	\$0	\$0	\$0	\$710	\$710		
Grand Total		\$2,002,601	\$62,629,239	\$228,797	\$62,858,036	\$0	\$18,060,358	\$44,797,678	28.73%	

33% You should be at approximately

GENERAL FUND EXPENDITURES
For the Month of October 2013

Approved Encumbrance

Organization #	Organizational Sct	October Expenses	Advanced Budget	Budget Amounts	YTD Encumbrances	YTD Encumbrances	Remaining Balance	% Expended	Mem's & Bites
101-00-000-	Non-Departmental	\$7,937	\$17,657,525	\$59,465	\$0	\$112,793	\$17,485,270	0.64%	
101-01-000-	City Council/Admin	\$4,392	\$45,213	\$0	\$45,213	\$8,650	\$12,857	47.77%	
101-01-001-	City Council/Regional Programs	\$985,105	\$2,115,254	\$0	\$2,115,254	\$789,752	\$1,233,640	96.61%	
101-02-000-	Mayor's Office/Admin	\$35,509	\$309,014	\$0	\$309,014	\$117	\$96,296	34.07%	
101-04-000-	Clerk/Treasurer/Admin	\$206,607	\$1,946,102	\$0	\$1,946,102	\$27,247	\$654,872	34.07%	
101-04-010-	Clerk/Treasurer/Elections/Voter Registration	\$819	\$19,350	\$0	\$19,350	\$3,847	\$16,003	17.30%	
101-04-011-	Clerk/Treasurer/Information Technology	\$66,884	\$645,149	\$0	\$645,149	\$34,660	\$264,783	44.87%	
101-04-012-	Clerk/Treasurer/Payroll	\$24,717	\$225,545	\$0	\$225,545	\$89	\$11,387	36.18%	
101-05-000-	City Attorney/Admin	\$91,246	\$935,564	\$0	\$935,564	\$537	\$290,640	26.88%	
101-06-000-	Planning and Zoning/Admin	\$72,435	\$690,006	\$0	\$690,006	\$7,530	\$218,940	31.28%	
101-07-000-	City Accessory/Admin	\$25,111	\$237,972	\$0	\$237,972	\$171	\$75,325	31.72%	
101-08-000-	Human Resources/Admin	\$50,256	\$403,823	\$0	\$403,823	\$0	\$143,336	28.47%	
101-15-000-	Fire/Admin	\$80,724	\$81,123	\$1,000	\$82,123	\$93,107	\$92,039	46.85%	
101-15-001-	Fire/Fire Suppression	\$577,557	\$5,203,004	\$0	\$5,203,004	\$32,652	\$1,890,032	36.44%	
101-15-002-	Fire/Emergency Medical Services	\$95,654	\$1,000,693	\$0	\$1,000,693	\$2,257	\$343,177	34.52%	
101-15-003-	Fire/Fire Protection	\$0	\$0	\$0	\$0	\$0	\$0		
101-15-004-	Fire/Fire Training	\$0	\$0	\$0	\$0	\$0	\$0		
101-15-005-	Fire/Grants	\$778	\$77,763	\$62,264	\$160,027	\$0	\$46,046	113.98%	
101-17-000-	Police/Admin	\$2,217	\$120,000	\$0	\$120,000	\$15,246	\$4,303	16.59%	
101-17-001-	Police/Grants	\$41,828	\$432,237	\$98,740	\$330,977	\$0	\$134,964	39.60%	
101-17-002-	Police/Police Uniform Services	\$970,194	\$9,242,843	\$4,250	\$9,247,593	\$14,123	\$2,377,893	27.70%	
101-17-003-	Police/Dispatch and Communications	\$64,069	\$683,329	\$0	\$683,329	\$685	\$164,655	24.08%	
101-17-004-	Police/Dispatch and Communications	\$90,567	\$997,256	\$0	\$997,256	\$13,717	\$325,388	34.00%	
101-17-005-	Police/Parking Enforcement	\$49,050	\$502,762	\$250	\$502,512	\$20,520	\$166,111	33.15%	
101-19-000-	Public Works/Admin	\$67,831	\$521,807	\$0	\$521,807	\$12,779	\$207,300	42.08%	
101-19-001-	Public Works/Engineering	\$97,384	\$884,557	\$0	\$884,557	\$513	\$280,199	31.72%	
101-19-002-	Public Works/Equipment Maintenance	\$226,632	\$2,299,759	\$0	\$2,299,759	\$54,625	\$710,946	33.38%	
101-19-003-	Public Works/Street/Snow Removal	\$4,872	\$1,007,764	\$0	\$1,007,764	\$12,321	\$11,806	993.637	
101-19-004-	Public Works/Street/Snow Removal	\$170,345	\$1,204,062	\$0	\$1,204,062	\$24,506	\$550,386	47.75%	
101-19-005-	Public Works/Street/Snow Removal	\$42,657	\$404,863	\$0	\$404,863	\$28,377	\$137,676	34.00%	
101-19-006-	Public Works/Recycling	\$32,425	\$511,200	\$0	\$511,200	\$9,195	\$133,553	27.99%	
101-19-007-	Public Works/Inspection Services	\$33,508	\$579,193	\$0	\$579,193	\$7	\$113,873	19.66%	
101-19-008-	Public Works/Central Facility	\$15,783	\$487,211	\$0	\$487,211	\$46,438	\$43,907	12.99%	
101-19-009-	Public Works/Water/Metering	\$0	\$0	\$0	\$0	\$0	\$0		
101-20-000-	Code Enforcement/Admin	\$93,431	\$1,019,113	\$0	\$1,019,113	\$14,122	\$304,172	31.24%	
101-21-000-	Fletcher Free Library/General Services	\$1,411,641	\$1,502,106	\$60,465	\$1,502,106	\$29,779	\$944,275	37.12%	
101-21-001-	Fletcher Free Library/Summer Reading Program	\$1,086	\$5,200	\$0	\$5,200	\$0	\$5,439	35.35%	
101-21-002-	Fletcher Free Library/English as a Second Language	\$0	\$0	\$0	\$0	\$0	\$0		
101-21-003-	Parks and Recreation/Admin/Parks Planning	\$8,497	\$74,334	\$18,463	\$55,871	\$0	\$288	4.65%	
101-21-004-	Parks and Recreation/Grants	\$2,917	\$20,000	\$0	\$20,000	\$0	\$25,595	26.06%	
101-21-005-	Parks and Recreation/Parks/Administration	\$30,633	\$488,025	\$10,000	\$478,025	\$1,278	\$5,804	10.49%	
101-21-006-	Parks and Recreation/Parks/Grounds Maintenance	\$56,747	\$374,575	\$0	\$374,575	\$8,903	\$138,532	34.20%	
101-21-007-	Parks and Recreation/Parks/Trails & Greenways	\$25,714	\$542,992	\$5,820	\$540,172	\$21,417	\$179,107	37.12%	
101-21-008-	Parks and Recreation/Parks/Community Gardens	\$65	\$19,540	\$0	\$19,540	\$0	\$91,106	42.12%	
101-21-009-	Parks and Recreation/Parks/Cemeteries	\$19,686	\$25,743	\$0	\$25,743	\$132	\$6,079	31.79%	
101-21-010-	Parks and Recreation/Recreation/Administration	\$29,954	\$23,460	\$2,330	\$25,790	\$8,700	\$72,614	33.57%	
101-21-011-	Parks and Recreation/Recreation/Recreation Programs	\$9,267	\$102,980	\$0	\$102,980	\$4,825	\$224,776	59.854	
101-21-012-	Parks and Recreation/Recreation/Events	\$0	\$12,000	\$0	\$12,000	\$10,900	\$20,109	46.26%	
101-21-013-	Parks and Recreation/Recreation/Bus Operations	\$30,699	\$126,692	\$0	\$126,692	\$0	\$81	0.68%	
101-21-014-	Parks and Recreation/Facilities/Leisure Arena	\$55,599	\$663,823	\$0	\$663,823	\$3,654	\$65,595	10.444	
101-21-015-	Parks and Recreation/Facilities/Memorial Auditorium	\$32,365	\$166,398	\$10,000	\$176,398	\$47,332	\$193,697	36.32%	
101-21-016-	Parks and Recreation/Facilities/North Beach	\$34,668	\$484,348	\$0	\$484,348	\$12,164	\$46,240	11.798%	
101-21-017-	Parks and Recreation/Facilities/Waterfront	\$47,090	\$488,142	\$0	\$488,142	\$8,641	\$161,702	39.42%	
101-21-018-	Parks and Recreation/Facilities/Miller Center	\$53,012	\$82,955	\$35,320	\$117,915	\$35,101	\$235,746	54.57%	
101-21-019-	Parks and Recreation/Facilities/Public Buildings	\$37,091	\$511,128	\$10,000	\$501,128	\$49,869	\$21,836	35.83%	
101-27-000-000-	Burlington City Arts/Admin/Administration	\$50,531	\$479,500	\$0	\$479,500	\$18,369	\$156,007	36.49%	
101-27-000-050-	Burlington City Arts/Admin/Marketing	\$0	\$0	\$0	\$0	\$0	\$0		
101-27-000-051-	Burlington City Arts/Admin/Development	\$5,650	\$46,761	\$0	\$46,761	\$1,003	\$17,847	40.75%	
101-27-176-	Burlington City Arts/BCA Center	\$65,846	\$459,910	\$0	\$459,910	\$13,868	\$183,653	45.13%	
101-27-176-055-	Burlington City Arts/Education/Print Studio	\$471	\$0	\$0	\$0	\$471	\$0		
101-27-176-056-	Burlington City Arts/Education/Class Studio	\$2,361	\$0	\$0	\$0	\$2,361	\$0		
101-27-176-057-	Burlington City Arts/Education/Photo Studio	\$0	\$0	\$0	\$0	\$0	\$0		
101-27-176-058-	Burlington City Arts/Education/Visual Arts	\$34,851	\$412,176	\$0	\$412,176	\$13,476	\$151,743	40.14%	
101-27-176-059-	Burlington City Arts/Education/Art from the Heart	\$0	\$0	\$0	\$0	\$0	\$0		
101-27-176-060-	Burlington City Arts/Education/Gallery Education	\$14,007	\$0	\$0	\$0	\$0	\$24,048		
101-27-177-	Burlington City Arts/Festivals/Events	\$360	\$72,897	\$0	\$72,897	\$0	\$36,952	50.69%	
101-27-178-	Burlington City Arts/Public Art	\$0	\$0	\$0	\$0	\$0	\$0		

33% You should be at approximately

1 Extra duty jobs high due to Fire Watch on Signal Kitchen - A/R Revenue not credited, SCBA Compressor repairs - \$300, 105-Repairs and Maintenance Vehicle Maint supplies. This act will be over it's allotted amt at year end. Understanding with CAO for additional funds if needed at year end

Charges in professional services for \$1000 for background checks not budgeted, previously paid by HR. We are estimating an additional \$2100 charged to this account by end of FY 13 for this purpose for a total of \$3100 over budget unless it was budgeted as an expense by HR. Much of the Budgeted funds for software expenses had to be paid out in Q1 to cover the year. F

We collect 75% of fundraised funds in the second half of the year, with highest collections occurring between April and June

Land and local expenses, artist payments out for consignments up but corresponding increase in revenue

Professional services for summer residency occur in Q1

Summer camps slew Q1, with a number of teachers salaries occurring in July and August

Typically collected in June

Moved to tea center

Grand Total	\$5,151,073	\$62,261,443	\$761,297	\$62,522,739	\$1,688,949	\$15,622,928	\$46,236,813	27.65%
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SPECIAL FUNDS REVENUE
For the Month of October 2013

Organization #	Organizational Set	October Collected	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Collected	Remaining to be Collected	% Collected	Memo & Notes
150-08-035--	Human Resources/Health and Dental Insurance	\$187,533	\$10,348,377	\$0	\$10,348,377	\$0	\$654,889	\$9,693,488	6.33%	
175-00-013--	Non-Departmental/Liability Insurance	\$54,054	\$1,669,065	\$0	\$1,669,065	\$0	\$216,807	\$1,452,258	12.99%	
175-00-015--	Non-Departmental/Workers Compensation	\$40,704	\$1,530,000	\$0	\$1,530,000	\$0	\$152,701	\$1,377,299	9.98%	
230-33-000--	Market Place/Admin	\$196,073	\$805,552	\$0	\$805,552	\$0	\$436,571	\$368,981	54.20%	
230-33-390--	Market Place/Public Relations	\$788	\$109,816	\$3,572	\$113,388	\$0	\$63,638	\$49,751	56.12%	
230-33-391--	Market Place/General Maintenance	\$917	\$11,000	\$0	\$11,000	\$0	\$12,340	-\$1,340	112.18%	
235-04-005--	Clerk/Treasurer/Waterfront TIF	\$1,076	\$2,289,497	\$0	\$2,289,497	\$0	\$1,076	\$2,288,421	0.05%	
245-19-000--	Public Works/Admin	\$63,287	\$980,500	\$0	\$980,500	\$0	\$253,286	\$727,214	25.83%	
264-19-200-450-	Public Works/Traffic/Right of Way	\$166,486	\$1,522,000	\$0	\$1,522,000	\$0	\$622,909	\$899,091	40.93%	
264-19-200-451-	Public Works/Traffic/Municipal Parking Garage	\$49,188	\$706,440	\$0	\$706,440	\$0	\$201,911	\$504,529	28.58%	
264-19-200-452-	Public Works/Traffic/Airport Parking	\$48,410	\$822,001	\$0	\$822,001	\$0	\$173,866	\$648,135	21.15%	
264-19-200-454-	Public Works/Traffic/Signals	\$0	\$155,000	\$0	\$155,000	\$0	\$0	\$155,000	0.00%	
264-19-200-455-	Public Works/Traffic/College Street Garage	\$81,697	\$656,518	\$0	\$656,518	\$0	\$242,676	\$413,842	36.96%	
264-19-200-456-	Public Works/Traffic/Lakeview Garage	\$55,847	\$818,515	\$0	\$818,515	\$0	\$218,123	\$600,392	26.65%	
Grand Total		\$946,060	\$22,424,281	\$3,572	\$22,427,853	\$0	\$3,250,794	\$19,177,059	14.49%	

SPECIAL FUNDS EXPENDITURES
For the Month of October 2013

Organization #	Organizational Set	October Expenses	Adjusted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Expended	Remaining Balance	% Expended	Memo & Notes
150-08-035--	Human Resources/Health and Dental Insurance	\$740,890	\$10,348,377	\$0	\$10,348,377	\$3,579	\$3,115,859	\$7,228,940	30.14%	
175-00-013--	Non-Departmental/Liability Insurance	\$1,230	\$1,669,065	\$0	\$1,669,065	\$3,318	\$406,620	\$1,259,126	24.56%	
175-00-015--	Non-Departmental/Workers Compensation	\$119,235	\$1,530,000	\$0	\$1,530,000	\$4,389	\$508,917	\$1,016,694	33.55%	
230-33-000--	Market Place/Admin	\$26,426	\$301,517	\$3,550	\$305,067	\$8,196	\$115,109	\$181,762	40.02%	
230-33-390--	Market Place/Public Relations	\$37,722	\$204,643	\$922	\$205,565	\$50,142	\$76,289	\$77,134	61.50%	
230-33-391--	Market Place/General Maintenance	\$27,622	\$333,764	\$900	\$332,864	\$61,152	\$95,122	\$176,589	46.95%	
235-04-006--	Clerk/Treasurer/Waterfront TIF	\$0	\$2,289,497	\$0	\$2,289,497	\$41,723	\$83,574	\$2,164,200	5.47%	
245-19-000--	Public Works/Downtown TIF	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
245-19-000--	Public Works/Admin	\$35,470	\$1,033,195	\$0	\$1,033,195	\$40,779	\$139,427	\$852,989	17.44%	
264-19-200-450-	Public Works/Traffic/Right of Way	\$105,122	\$1,314,755	\$0	\$1,314,755	\$6,314	\$375,222	\$933,218	29.02%	
264-19-200-451-	Public Works/Traffic/Municipal Parking Garage	\$57,847	\$715,482	\$0	\$715,482	\$46,014	\$198,314	\$471,155	34.15%	
264-19-200-452-	Public Works/Traffic/Airport Parking	\$48,805	\$721,266	\$0	\$721,266	\$5,312	\$170,282	\$545,672	34.35%	
264-19-200-453-	Public Works/Traffic/School Crossing Guards	\$27,959	\$253,535	\$0	\$253,535	\$46	\$76,559	\$176,931	30.21%	
264-19-200-454-	Public Works/Traffic/Signals	\$27,743	\$481,567	\$0	\$481,567	\$36,307	\$92,975	\$552,285	26.85%	
264-19-200-455-	Public Works/Traffic/College Street Garage	\$92,400	\$804,683	\$0	\$804,683	\$35,073	\$229,995	\$539,615	32.94%	
264-19-200-456-	Public Works/Traffic/Lakeview Garage	\$51,015	\$577,534	\$0	\$577,534	\$33,830	\$165,929	\$377,775	34.59%	
Grand Total		\$1,399,477	\$22,578,880	\$3,572	\$22,582,452	\$376,175	\$5,850,193	\$16,356,084	27.57%	

IMPACT FEES FUND - EXPENDITURES
For the Month of October 2013

33%
You should be at approximately

Organization #	Organizational Set	October Expenses	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Expended	Remaining Balance	% Expended	Memo & Notes
		Sum of Current Month	Sum of Adopted Budget	Sum of Budget Amendments	Sum of Amended Budget	Sum of YTD Encumbrances	Sum of YTD Transactions	Sum of Balance Left/TD		
201-15-000--	Impact Fees / Fire	\$0	\$140,521		\$140,521	\$0	\$0	\$140,521	0.00%	
201-17-000--	Impact Fees / Police	\$0	\$179,770		\$179,770	\$0	\$0	\$179,770	0.00%	
201-19-000--	Impact Fees / DPW	\$0	\$248,248		\$248,248	\$0	\$0	\$248,248	0.00%	
201-21-000--	Impact Fees/ Fletcher Free Library	\$0	\$60,149		\$60,149	\$0	\$0	\$60,149	0.00%	
201-23-000--	Impact Fees / Parks and Recreation	\$0	\$248,662		\$248,662	\$0	\$0	\$248,662	0.00%	
201-32-000--	Impact Fees/ School	\$0	\$48,524		\$48,524	\$0	\$0	\$48,524	0.00%	
Grand Total		\$0	\$925,874	\$0	\$925,874	\$0	\$0	\$925,874	0.00%	

IMPACT FEES FUND - REVENUES
For the Month of October 2013

Organization #	Organizational Srt	October Collected	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Collected	Remaining to be Collected	% Collected	Memo & Notes
201-15-000--	Impact Fees / Fire	\$0	\$140,521	\$0	\$140,521	\$0	\$0	\$140,521	0.00%	
201-17-000--	Impact Fees / Police	\$0	\$179,770	\$0	\$179,770	\$0	\$0	\$179,770	0.00%	
201-19-000--	Impact Fees / DPW	\$0	\$248,248	\$0	\$248,248	\$0	\$0	\$248,248	0.00%	
201-21-000--	Impact Fees / Fletcher Free Library	\$0	\$60,149	\$0	\$60,149	\$0	\$0	\$60,149	0.00%	
201-23-000--	Impact Fees / Parks and Recreation	\$0	\$248,662	\$0	\$248,662	\$0	\$0	\$248,662	0.00%	
201-32-000--	Impact Fees / School	\$0	\$48,524	\$0	\$48,524	\$0	\$0	\$48,524	0.00%	
Grand Total		\$0	\$925,874	\$0	\$925,874	\$0	\$0	\$925,874	0.00%	

You should be at approximately 33%

AIP's EXPENDITURES
For the Month of October 2013

Organization #	Organizational Set	October Expenses	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Expended	Remaining Balance	% Expended	Memo & Notes
404-35-700--	Airport/Capital Projects	\$0	\$697,558	\$0	\$697,558	\$2,777	\$0	\$694,781	0.40%	
405-35-700--	Airport/Capital Projects	\$0	\$582,372	\$0	\$582,372	\$0	\$0	\$582,372	0.00%	
406-35-700--	Airport/Capital Projects	\$0	\$4,000	\$0	\$4,000	\$0	\$0	\$4,000	0.00%	
407-35-700--	Airport/Capital Projects	\$0	\$729,261	\$0	\$729,261	\$0	\$0	\$729,261	0.00%	
409-35-700--	Airport/Capital Projects	\$0	\$918,852	\$0	\$918,852	\$0	\$0	\$918,852	0.00%	
421-35-700--	Airport/Capital Projects	\$0	\$468,395	\$0	\$468,395	\$0	\$0	\$468,395	0.00%	
426-35-700--	Airport/Capital Projects	\$0	\$304,326	\$0	\$304,326	\$0	\$0	\$304,326	0.00%	
429-35-700--	Airport/Capital Projects	\$41,555	\$109,653	\$0	\$109,653	\$47,313	\$48,120	\$14,220	87.03%	
430-35-700--	Airport/Capital Projects	\$0	\$146,755	\$0	\$146,755	\$141,914	\$400	\$4,441	96.97%	
431-35-700--	Airport/Capital Projects	\$3,628	\$64,142	\$0	\$64,142	\$38,700	\$7,039	\$18,403	71.31%	
432-35-700--	Airport/Capital Projects	\$321,093	\$2,096,789	\$0	\$2,096,789	\$118,827	\$338,658	\$1,639,303	21.82%	
433-35-700--	Airport/Capital Projects	\$20,381	\$5,554,976	\$0	\$5,554,976	\$1,068,910	\$1,171,256	\$3,314,810	40.33%	
434-35-700--	Airport/Capital Projects	\$5,451	\$2,785,685	\$0	\$2,785,685	\$1,814,147	\$19,684	\$951,855	65.83%	
435-35-700--	Airport/Capital Projects	\$0	\$1,190,000	\$0	\$1,190,000	\$0	\$3,632	\$1,186,368	0.31%	
436-35-700--	Airport/Capital Projects	\$2,430	\$203,000	\$0	\$203,000	\$185,020	\$2,455	\$15,525	92.35%	
437-35-700--	Airport/Capital Projects	\$80	\$1,309,835	\$0	\$1,309,835	\$0	\$3,398	\$1,306,437	0.26%	
450-35-700--	Airport/Capital Projects	\$85,728	\$890,795	\$0	\$890,795	\$104,319	\$335,807	\$550,669	38.18%	
Grand Total		\$480,346	\$18,056,394	\$0	\$18,056,394	\$3,521,927	\$1,830,448	\$42,704,019	29.64%	

You should be at approximately 33%

CAPITAL FUNDS REVENUE
For the Month of October 2013

33%
You should be at approximately

Organization #	Organizational Set	October Collected	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Collected	Remaining to be Collected	% Collected	Memo & Notes
700-04-700--	Clerk/Treasurer/Capital Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
700-23-000-701-	Parks and Recreation/Admin/Pennies for Parks	\$3,501	\$349,654	\$0	\$349,654	\$0	\$3,506	\$346,148	1.00%	
700-23-000-702-	Parks and Recreation/Admin/Greenbelt	\$104	\$188,813	\$0	\$188,813	\$0	\$104	\$188,709	0.05%	
700-23-000-703-	Parks and Recreation/Admin/Conservation Legacy	\$77	\$168,915	\$0	\$168,915	\$0	\$77	\$168,838	0.05%	
705-19-700--	Public Works/Capital Projects	-\$3,070	\$0	\$0	\$0	\$0	\$46,930	-\$46,930		
706-19-700--	Public Works/Capital Projects	\$0	\$10,000	\$10,000	\$10,000	\$0	\$0	\$10,000	0.00%	
709-19-150-700-	Public Works/Engineering/Street Capital	\$32,621	\$2,266,555	\$0	\$2,266,555	\$0	\$74,237	\$2,192,318	3.28%	
709-19-150-800-	Public Works/Engineering/Open	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
709-19-150-801-	Public Works/Engineering/FHWA	\$0	\$5,700	\$5,700	\$5,700	\$0	\$0	\$5,700	0.00%	
709-19-150-802-	Public Works/Engineering/Health Improvement Projects	\$0	\$0	\$0	\$0	\$0	\$3,077	-\$3,077		
709-19-700-	Public Works/Capital Projects	\$0	\$2,000,000	\$0	\$2,000,000	\$0	\$0	\$2,000,000	0.00%	
745-31-700--	Public Works/Capital Projects	\$23,811	\$0	\$0	\$0	\$0	\$135,295	-\$135,295		
745-31-700--	CCDO/Capital Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Grand Total		\$57,043	\$4,973,937	\$15,700	\$4,989,637	\$0	\$269,226	\$4,726,411	5.28%	

CAPITAL FUNDS EXPENDITURES
For the Month of October 2013

You should be at approximately 33%

Organization #	Organizational Set	October Expenses	Adopted Budget	Budget Amendments	Revised Budget	YTD Encumbrances	YTD Expended	Remaining Balance	% Expended	Memo & Notes
700-04-700--	Clerk/Treasurer/Capital Projects	\$12,667	\$400,000		\$400,000	\$2,904	\$44,947	\$352,149	11.96%	
700-23-000-701-	Parks and Recreation/Admin/Pennies for Parks	\$182,850	\$778,818		\$778,818	\$86,971	\$299,583	\$892,264	49.63%	
700-23-000-702-	Parks and Recreation/Admin/Greenbelt	\$9,953	\$488,813		\$488,813	\$913	\$28,294	\$159,606	15.47%	
700-23-000-703-	Parks and Recreation/Admin/Conservation Legacy	\$9,351	\$168,915		\$168,915	\$6,282	\$32,436	\$130,197	21.92%	
705-19-700--	Public Works/Capital Projects	\$0	\$120,000		\$120,000	\$0	\$0	\$120,000	0.00%	
706-19-700--	Public Works/Capital Projects	\$0	\$0		\$0	\$0	\$0	\$10,000	0.00%	
708-19-700--	Public Works/Engineering/Street Capital	\$522,300	\$2,685,908		\$2,685,908	\$9,268	\$705,390	\$1,971,250	26.61%	
709-19-150-700-	Public Works/Engineering/Open	\$3,166	\$0		\$0	\$0	\$8,988	-\$8,988		
709-19-150-801-	Public Works/Engineering/HWVA	\$0	\$5,700		\$5,700	\$0	\$21,699	-\$15,999	380.69%	
709-19-150-802-	Public Works/Engineering/Open 2	\$74	\$95,184		\$95,184	\$0	\$74	\$68,335	28.21%	
709-19-150-803-	Public Works/Engineering/Sidewalk Improvement Projects	\$9,087	\$434,839		\$434,839	\$0	\$12,934	\$421,905	2.97%	
709-19-150-804-	Public Works/Engineering/Federal Transit Administration	\$0	\$3,360,000		\$3,360,000	\$0	\$0	\$3,360,000	0.00%	
709-19-700--	Public Works/Capital Projects	\$153,824	\$2,681,000		\$2,681,000	\$0	\$182,199	\$2,498,801	6.88%	
715-19-700--	Public Works/Capital Projects	\$0	\$6,916,651		\$6,916,651	\$0	\$64,388	\$6,852,263	0.93%	
716-19-700--	Public Works/Capital Projects	\$0	\$431,358		\$431,358	\$0	\$0	\$431,358	0.00%	
718-19-700--	Public Works/Capital Projects	\$17,834	\$941,500		\$941,500	\$101,595	\$132,411	\$707,554	24.85%	
724-19-700--	Public Works/Capital Projects	\$0	\$0		\$0	\$0	\$0	\$0		
745-19-700--	Public Works/Capital Projects	\$0	\$0		\$0	\$0	\$0	\$0		
Grand Total		\$920,647	\$19,202,886	\$15,700	\$19,218,686	\$234,597	\$1,531,393	\$17,450,696	9.20%	

RETIREMENT EXPENDITURES
For the Month of October 2013

Organization #	Organizational Srt	October Expenses	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Expended	Remaining Balance	% Expended	Memo & Notes
125-08-000--	Human Resources/Admin	\$6,915	\$231,716	\$0	\$231,716	\$13,999	\$28,786	\$188,931	18.46%	
125-08-036--	Human Resources/Retirement	\$1,173,806	\$13,780,022	\$0	\$13,780,022	\$0	\$4,602,344	\$9,177,678	33.40%	
Grand Total		\$1,180,721	\$14,011,738	\$0	\$14,011,738	\$13,999	\$4,631,129	\$9,386,610	33.15%	

You should be at approximately 33%

RETIREMENT REVENUE
For the Month of October 2013

You should be at approximately 33%

Organization #	Organizational Srt	October Collected	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Collected	Remaining to be Collected	% Collected	Memo & Notes
125-08-000--	Human Resources/Admin	\$0	\$50	\$0	\$50	\$0	\$0	\$50	0.00%	
125-08-036--	Human Resources/Retirement	\$930,219	\$13,725,988	\$0	\$13,725,988	\$0	\$3,305,081	\$10,420,907	24.08%	
Grand Total		\$930,219	\$13,726,038	\$0	\$13,726,038	\$0	\$3,305,081	\$10,420,957	24.08%	

WASTEWATER DEPARTMENT REVENUE
For the Month of October 2013

You should be at approximately 33%

Organization #	Organizational Set	October Collected	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Collected	Remaining to be Collected	% Collected	Memo & Notes
480-19-425-000-	Public Works/Wastewater/Administration	\$618,932	\$7,753,382	\$0	\$7,753,382	\$0	\$2,347,827	\$5,205,555	37.86%	
480-19-425-430-	Public Works/Wastewater/Main Plant	\$62	\$200,000	\$0	\$200,000	\$0	\$187	\$199,813	0.09%	
480-19-425-431-	Public Works/Wastewater/North Plant	\$1,231	\$74,000	\$0	\$74,000	\$0	\$15,380	\$58,620	20.78%	
480-19-425-432-	Public Works/Wastewater/East Plant	\$5,555	\$40,000	\$0	\$40,000	\$0	\$10,362	\$29,638	25.90%	
Grand Total		\$625,780	\$8,067,382	\$0	\$8,067,382	\$0	\$2,573,756	\$5,493,626	31.90%	

WASTEWATER DEPARTMENT EXPENDITURES
For the Month of October 2013

Organization #	Organizational Set	October Expenses	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Expended	Remaining Balance	% Expended	Memo & Notes
480-19-425-000-	Public Works/Wastewater/Administration	\$72,547	\$4,382,681		\$4,382,681	\$8,200	\$470,803	\$3,903,677	10.93%	
480-19-425-430-	Public Works/Wastewater/Main Plant	\$153,629	\$2,419,082		\$2,419,082	\$169,605	\$502,570	\$1,746,907	27.79%	
480-19-425-431-	Public Works/Wastewater/North Plant	\$29,251	\$381,564		\$381,564	\$68,599	\$103,994	\$208,971	45.73%	
480-19-425-432-	Public Works/Wastewater/East Plant	\$43,078	\$503,846		\$503,846	\$37,153	\$139,398	\$327,295	35.04%	
480-19-425-433-	Public Works/Wastewater/Pump Stations	\$15,338	\$188,569		\$188,569	\$20,915	\$51,281	\$116,372	38.29%	
Grand Total		\$313,844	\$7,875,742		\$7,875,742	\$304,472	\$1,268,047	\$6,303,223	19.97%	

You should be at approximately 33%

WATER DEPARTMENT REVENUE
For the Month of October 2013

33%
You should be at approximately

Organization #	Organizational Set	October Collected	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Collected	Remaining to be Collected	% Collected	Memo & Notes
460-19-400-000-	Public Works/Water/Administration	\$416,890	\$5,645,233	50	\$5,645,233	50	\$1,896,104	\$3,747,129	31.62%	
460-19-400-410-	Public Works/Water/Production	5675	\$2,000	50	\$2,000	50	\$925	\$1,075	46.25%	
460-19-400-411-	Public Works/Water/Distribution	\$41,373	\$379,000	50	\$379,000	50	\$86,780	\$292,220	22.90%	
460-19-400-412-	Public Works/Water/Metering	\$5,302	\$30,000	50	\$30,000	50	\$17,077	\$12,923	56.92%	
Grand Total		\$494,240	\$6,056,233	50	\$6,056,233	50	\$2,002,885	\$4,053,348	33.07%	

WATER DEPARTMENT EXPENDITURES
For the Month of October 2013

Organization #	Organizational Set	October Expenses	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Expended	Remaining Balance	% Expended	Memo & Notes
460-19-400-000-	Public Works/Water/Administration	\$64,823	\$1,720,929	\$0	\$1,720,929	\$22,850	\$241,314	\$1,456,965	15.34%	
460-19-400-410-	Public Works/Water/Production	\$143,685	\$1,788,560	\$0	\$1,788,560	\$201,030	\$503,280	\$1,084,249	39.38%	
460-19-400-411-	Public Works/Water/Distribution	\$92,538	\$1,505,055	\$0	\$1,505,055	\$177,952	\$332,952	\$994,151	33.95%	
460-19-400-412-	Public Works/Water/Metering	\$28,387	\$352,814	\$0	\$352,814	\$16,742	\$94,595	\$241,477	31.56%	
460-19-400-413-	Public Works/Water/Billing	\$10,900	\$174,422	\$0	\$174,422	\$13,943	\$53,434	\$107,045	38.63%	
Grand Total		\$340,333	\$5,541,780	\$0	\$5,541,780	\$432,316	\$1,225,575	\$3,883,888	29.92%	

33%:

You should be at approximately

AIRPORT REVENUE
For the Month of October 2013

33%
You should be at approximately

Organization #	Organizational Set	October Collected	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Collected	Remaining to be Collected	% Collected	Memo & Notes
400-35-000-	Airport/Admin	\$295,099	\$2,569,478		\$2,569,478	\$0	\$773,156	\$1,846,322	28.14%	
400-35-430--	Airport/Terminal Operations	\$545,579	\$5,338,014	\$0	\$5,338,014	\$0	\$2,134,706	\$3,183,308	40.37%	
400-35-431--	Airport/Airfield Operations	\$170,357	\$1,725,060	\$0	\$1,725,060	\$0	\$681,371	\$1,043,689	39.50%	
400-35-432--	Airport/Industrial Park	\$221,138	\$1,604,804	\$0	\$1,604,804	\$0	\$621,128	\$983,676	38.70%	
400-35-433-600-	Airport/Parking Operations/Parking Garage	\$700,774	\$7,100,000	\$0	\$7,100,000	\$0	\$2,327,642	\$4,772,358	32.78%	
400-35-433-601-	Airport/Parking Operations/Park & Shuttle	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
400-35-434--	Airport/Other Properties	\$19,262	\$261,593	\$0	\$261,593	\$0	\$77,048	\$184,545	29.45%	
Grand Total		\$1,952,209	\$18,598,949	\$0	\$18,598,949	\$0	\$6,585,050	\$12,013,899	35.41%	

AIRPORT EXPENDITURES
For the Month of October 2013

33%

You should be at approximately

Organization #	Organizational Set	October Expenses	Adjusted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Expended	Remaining Balance	% Expended	Memo & Notes
400-35-000-	Airport/Admin	\$177,367	\$1,287,397	-\$4,000	\$1,278,397	\$51,253	\$523,774	\$703,371	44.98%	
400-35-044-	Airport/Grants	\$0	\$545,000	\$0	\$545,000	\$0	\$0	\$545,000	0.00%	
400-35-430-	Airport/Terminal Operations	\$43,255	\$7,887,566	-\$26,000	\$7,861,566	\$661,578	\$1,811,953	\$5,388,035	31.46%	
400-35-431-	Airport/Airfield Operations	\$163,622	\$3,955,540	\$12,000	\$3,970,540	\$178,760	\$711,442	\$3,080,338	27.47%	
400-35-432--	Airport/Industrial Park	\$75,395	\$1,706,459	-\$18,500	\$1,687,959	\$65,717	\$289,433	\$1,332,810	21.04%	
400-35-433-600-	Airport/Parking Operations/Parking Garage	\$179,134	\$2,929,385	\$16,500	\$2,945,885	\$17,876	\$651,408	\$2,276,602	22.72%	
400-35-433-601-	Airport/Parking Operations/Park & Shuttle	\$557	\$10,421	\$0	\$10,421	\$1,831	\$1,428	\$7162	31.28%	
400-35-434-	Airport/Other Properties	\$63,455	\$575,367	\$20,000	\$595,367	\$144,891	\$197,178	\$233,297	57.46%	
Grand Total		\$1,112,785	\$18,895,135	\$0	\$18,895,135	\$1,121,906	\$4,186,615	\$13,586,614	28.09%	

CEDO REVENUE
For the Month of October 2013

Organization #	Organizational Sct	October collected	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Collected	Remaining to be Collected	% collected	Memo & Notes
301-31-300-		\$16,500	\$50,275	\$0	\$50,275	\$0	\$57,828	\$495,447	10.51%	\$58,688 through 10/31/13 plus \$27,310 interdepartment transfer to be recorded by CT Office = \$115,998. approx 21% of \$93,000 Budget OTI from CT Office, \$23,083.25 quarterly, to be recorded by CT office
301-31-301-301-	CEDO/Community Development/Neighborhood Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	New grant begins 9/1/2013, financial report/drawdown due 1/20/2014 for period ended 12/31/13
301-31-301-302-	CEDO/Community Development/Americorps	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	
301-31-301-302-012	CEDO/Community Development/Americorps/Sub-program 2012	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	
301-31-301-302-013	CEDO/Community Development/Americorps/Sub-program 2013	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	
301-31-301-303-	CEDO/Community Development/Cost Share	\$9,000	\$5,880	\$9,588	\$69,046	\$0	\$35,000	\$69,046	40.15%	Program ended 8/31/2013; Invoiced \$18,396 in October, approx 27%
301-31-301-303-011	CEDO/Community Development/CDBG - Admin	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	Jul-Sept drawdown in progress
301-31-301-303-012	CEDO/Community Development/CDBG - Brownfields/sub-program 2011	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	Jul-Sept drawdown in progress
301-31-301-303-013	CEDO/Community Development/CDBG - Brownfields/sub-program 2012	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	Jul-Sept drawdown in progress
301-31-301-303-014	CEDO/Community Development/CDBG - Brownfields/sub-program 2013	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	Jul-Sept drawdown in progress
301-31-301-303-015	CEDO/Community Development/CDBG - Micro Enterprise/sub-program 2011	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	Jul-Sept drawdown in progress
301-31-301-303-016	CEDO/Community Development/CDBG - Micro Enterprise/sub-program 2012	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	Jul-Sept drawdown in progress
301-31-301-303-017	CEDO/Community Development/CDBG - Micro Enterprise/sub-program 2013	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	Jul-Sept drawdown in progress
301-31-301-303-018	CEDO/Community Development/CDBG - Economic Development/sub-program 2011	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	Jul-Sept drawdown in progress
301-31-301-303-019	CEDO/Community Development/CDBG - Economic Development/sub-program 2012	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	Jul-Sept drawdown in progress
301-31-301-303-020	CEDO/Community Development/CDBG - Economic Development/sub-program 2013	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	Jul-Sept drawdown in progress
301-31-301-304-010	CEDO/Community Development/CDBG - Housing Initiative Prog/sub-program 2010	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	Jul-Sept drawdown in progress
301-31-301-304-011	CEDO/Community Development/CDBG - Housing Initiative Prog/sub-program 2011	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	Jul-Sept drawdown in progress
301-31-301-304-012	CEDO/Community Development/CDBG - Housing Initiative Prog/sub-program 2012	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	Jul-Sept drawdown in progress
301-31-301-304-013	CEDO/Community Development/CDBG - Housing Initiative Prog/sub-program 2013	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	Jul-Sept drawdown in progress
301-31-301-305-009	CEDO/Community Development/CDBG - Neighborhood Revital/sub-program 2009	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	Jul-Sept drawdown in progress
301-31-301-305-010	CEDO/Community Development/CDBG - Neighborhood Revital/sub-program 2010	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	Jul-Sept drawdown in progress
301-31-301-305-011	CEDO/Community Development/CDBG - Neighborhood Revital/sub-program 2011	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	Jul-Sept drawdown in progress
301-31-301-305-012	CEDO/Community Development/CDBG - Neighborhood Revital/sub-program 2012	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	Jul-Sept drawdown in progress
301-31-301-305-013	CEDO/Community Development/CDBG - Neighborhood Revital/sub-program 2013	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	Jul-Sept drawdown in progress
301-31-301-306-	CEDO/Community Development/HUD	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	
301-31-305-315-	CEDO/Housing/HOME	\$8,000	\$34,775	\$0	\$34,775	\$0	\$39,049	\$285,716	12.02%	\$ drawn as needed for projects
301-31-305-316-	CEDO/Housing/Burlington Housing Trust	\$7,800	\$28,320	\$0	\$28,320	\$0	\$31,233	\$752,087	11.02%	\$ drawn as needed for projects
301-31-305-317-	CEDO/Housing/Lead	\$0	\$1,219,450	\$0	\$1,219,450	\$0	\$124,359	\$1,095,091	10.20%	\$196,337 drawn through 9/30, 18% to be invoiced
301-31-315-360-	CEDO/Community Justice/Safer Communities	\$3,246	\$306,650	\$0	\$306,650	\$0	\$0	\$306,650	0.00%	
301-31-315-361-	CEDO/Community Justice/VOCAPP	\$27,987	\$117,000	\$0	\$117,000	\$0	\$11,449	\$11,051	50.88%	
301-31-315-362-	CEDO/Community Justice/2nd Chance COSA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	
301-31-315-364-	CEDO/Community Justice/RICC	\$0	\$22,000	\$0	\$22,000	\$0	\$0	\$22,000	0.00%	
301-31-315-365-	CEDO/Community Justice/Griffith Coordinator	\$0	\$95,000	\$0	\$95,000	\$0	\$1,448	\$33,852	3.28%	GT OTI to be recorded by CT office
301-31-315-367-2009	CEDO/Community Justice/AG/Sub-program 2009	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	\$1,524 drawn Oct
301-31-315-367-2010	CEDO/Community Justice/AG/Sub-program 2010	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	
301-31-315-367-2011	CEDO/Community Justice/AG/Sub-program 2011	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	
301-31-315-367-2012	CEDO/Community Justice/AG/Sub-program 2012	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	
301-31-300-340-	CEDO/Special Projects/Legacy	\$31,157	\$9,145	\$32,963	\$42,108	\$0	\$0	\$42,108	0.00%	\$5,392 to be drawn, 13%
301-31-300-342-	CEDO/Special Projects/FA - Brownfield	\$0	\$100,000	\$0	\$100,000	\$0	\$31,157	\$100,000	100.00%	The Mayor is leading the strategy to fund raise for Sustainability
301-31-300-343-	CEDO/Special Projects/Battlefield	\$0	\$5,318	\$31,549	\$36,865	\$0	\$0	\$36,865	0.00%	Grant begins 10/31/2013
301-31-300-344-	CEDO/Special Projects/Micro Enterprise	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	
301-31-300-345-	CEDO/Special Projects/Legacy - ECCS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	
301-31-300-	CEDO/Housing	\$102,872	\$3,940,668	\$732,355	\$4,681,423	\$0	\$54,127	\$4,872,9	11.62%	

You should be as approximately 33%

DELIBERATIVE AGENDA

SPECIAL CITY COUNCIL WORKSESSION
CONFERENCE ROOM 12, CITY HALL
MONDAY, JULY 15, 2013
6:00 P.M. – 6:45 P.M

LOCAL CONTROL COMMISSION
CONTOIS AUDITORIUM, CITY HALL
MONDAY, JULY 15, 2013
7:07 P.M.

PRESENT: City Council President Shannon, Commissioners Bushor, Worden, Knodell, Tracy, Brennan, Siegel, Aubin, Hartnett, Mason, Blais, Paul and Ayres

ABSENT: Commissioner Decelles

CITY ATTORNEY'S OFFICE: Eileen Blackwood

CLERK/TREASURER'S OFFICE: Bob Rusten, Rich Goodwin and Lori Olberg

CITY COUNCIL PRESIDENT SHANNON PRESIDING:

1. AGENDA

On a motion by Commissioners Blais and Aubin, the agenda was unanimously adopted as is.

2. CONSENT AGENDA

On a motion by Commissioners Blais and Aubin the consent agenda was unanimously adopted as is thus taking the following actions as indicated:

2.01. REQUEST FOR CAFÉ EXPANSION DATES: Ken's Pizza, 71 Church Street
*waive the reading, accept the communication, place it on file and approve the request for café expansion dates for Ken's Pizza for the following dates only: July 18th, August 1st, August 4th, August 7th -9th, August 15th, August 22nd and August 30th

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

Guild Fine Meats LLC, d/b/a Guild Fine Meats, 111 St. Paul Street

Commissioners Blais and Ayres made a motion to approve the first class restaurant liquor license application for Guild Fine Meats. The motion passed unanimously.

3.01. SECOND CLASS STORE LIQUOR LICENSE APPLICATION (2013-2014):

Guild Fine Meats LLC, d/b/a Guild Fine Meats, 111 St. Paul Street

Commissioners Blais and Ayres made a motion to approve the second class liquor license application for Guild Fine Meats. The motion passed unanimously.

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

Guild Fine Meats LLC, d/b/a Guild Fine Meats, 111 St. Paul Street

Commissioners Blais and Ayres made a motion to approve the outside consumption permit application for Guild Fine Meats. The motion passed unanimously.

4. SECOND CLASS STORE LIQUOR LICENSE APPLICATION (2013-2014):

Todd Rockwood, d/b/a Kerry's Kwik Stop Purchaser, LLC, 249 St. Paul Street

Commissioners Blais and Ayres made a motion to approve the second class liquor license application from Kerry's Kwik Stop Purchaser, LLC. The motion passed unanimously.

5. SECOND CLASS STORE LIQUOR LICENSE APPLICATION (2013-2014):

Shivalik Ram LLC, d/b/a Riverside Beverage, 500 Riverside Avenue

Commissioners Blais and Ayres made a motion to approve the second class liquor license application for Riverside Beverage. The motion passed unanimously.

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

Made Inn Vermont@204 LLC, 204 South Willard Street

Commissioners Blais and Ayres made a motion to approve the outside consumption permit application for Made Inn Vermont@204LLC. The motion passed unanimously.

7. ADJOURNMENT

Without objection, City Council President Shannon adjourned the Local Control Commission Meeting at 7:11 p.m.

Attest:

Lori Olberg, Licensing, Voting & Records Coordinator & Amy Bovee, Executive Secretary

REGULAR MEETING, CITY COUNCIL

MONDAY, JULY 15, 2013

7:11 P.M.

PRESENT: See Above

CITY COUNCIL PRESIDENT SHANNON PRESIDING:

1. AGENDA

On a motion by Councilors Mason and Bushor the agenda was unanimously adopted as amended as follows: remove from the agenda item 13. RESOLUTION: Convening Of A Summit to Discuss The Underfunding of The City's Pension Plan and Explore Options to Address Unfunded Liability (Councilors Blais, Mason, Paul, Ayres, Shannon and Worden) and place it on the August 12, 2013 Deliberative City Council Agenda; Councilor Knodell requested that they amend the action on consent agenda item 6.21.

COMMUNICATION: John L. Franco, Jr., Law Office of John L. Franco, Jr., Sandy Baird, Esq. and Jared Carter, Esq., re: Church Street Marketplace District Trespass Authority Ordinance Enforcement to read “waive the reading, accept the communication, place it on file, refer it to the City Attorney, and request a recommendation on the letter’s request to suspend enforcement by July 29.”

2. TOBACCO LICENSE APPLICATION (2013-2014):

Todd Rockwood, d/b/a Kerry’s Kwik Stop Purchaser, LLC, 249 St. Paul Street

Councilors Blais and Ayres made a motion to approve the tobacco license for Kerry’s Kwik Stop Purchaser, LLC. The motion passed unanimously.

3. TOBACCO LICENSE APPLICATION (2013-2014):

Shivalik Ram LLC, d/b/a Riverside Beverage, 500 Riverside Avenue

Councilors Blais and Ayres made a motion to approve the tobacco license for Riverside Beverage. The motion passed unanimously.

4. PUBLIC HEARINGS: COMPREHENSIVE DEVELOPMENT ORDINANCES—

- Nonconforming Structures Demolition ZA 13-05
- Residential Side/Rear Yard Setback Encroachment ZA 13-08
- Community Centers ZA 13-09

Councilor Mason requested that they discuss the ordinances separately.

City Council President Shannon opened the public hearing at 7:15 p.m.

David White, Planning and Zoning Director, stated there were three amendments to the Comprehensive Development Ordinance. The first was ZA 13-05 which had to do with retention of nonconformities in the case of the demolition of the structure. If a building is removed and it encroaches into the side, front, or rear setback, if it is over lot coverage, or is too tall, it would be allowed to be replaced within the constraints of the existing nonconformity. They occasionally have a building that cannot be replaced within the same condition that exists on the lot. This will help preserve neighborhood patterns and the way that development occurs. The second was ZA 13-08, which had to do with how side yard setbacks are calculated. This helps maintain the existing development pattern in residential areas. This is a new mechanism for how they calculate those setbacks. It also allows for vertical expansion of encroachments into side and rear yard setbacks.

Scott Gustin, Planning and Zoning Comprehensive Planner, stated ZA 13-08 had two components. One allows for vertical expansion of existing non-conformities. The other component is the alternative calculation for side yard setbacks.

Mr. White stated the third amendment, ZA 13-09, had to do with making community centers a conditional use. Mr. Gustin stated that it was presently conditional use limited to the ground floor only. The amendment would make it permitted use. Mr. White stated that goes back to the Zoning Ordinance as it was prior to 2008 with no limitations.

Councilor Mason stated his understanding is that ZA 13-05 corrects the issue that if a building were to fall down, it could be rebuilt. If it were torn down, it could not be rebuilt. They have incentivized allowing structures to fall into a state of disrepair rather than tearing down and replacing unsafe buildings.

Mr. White stated that is fair to say and would be the case for sheds. If it were lost due to a catastrophe, the non-conformities would be retained, but it could not just be replaced.

City Council President Shannon closed the public hearing at 7:20 p.m.

- 4.01. ORDINANCE: COMPREHENSIVE DEVELOPMENT ORDINANCE-Nonconforming Structures Demolition ZA 13-05(Planning Department, Planning Commission)(2nd reading)

Councilors Mason and Bushor made a motion to waive the second reading and adopt the ordinance. The motion passed unanimously.

- 4.02. ORDINANCE: COMPREHENSIVE DEVELOPMENT ORDINANCE-Residential Side/Rear Yard Setback Encroachments ZA 13-08 (Planning Department, Planning Commission)(2nd reading)

Councilors Mason and Hartnett made a motion to waive the second reading and adopt the ordinance.

Councilor Bushor stated that she is on the Ordinance Committee and they visited this twice. She supported the ordinance as it came from the Planning Commission with some clarifications. They did a good job of identifying the side yard and rear setbacks and understanding the neighboring properties. They then revisited the ordinance and fine-tuned it so it would apply only to single family homes. She supported those changes. Because they had made significant changes, it had to be referred back to the Planning Commission. They reviewed the changes and said they did not support them. They felt that applying this only to single family homes would be too restrictive. She agrees with them and feels that the first ordinance was the right one.

Councilor Mason stated that he will be supporting the ordinance. He admits there was a lapse in procedure in how this was rolled out. No one from the Planning Commission attended the public hearings, so he was surprised to see this communication. His understanding was that this was mainly intended to address issues for single family home owners. Subsequent to that, there was an idea of how to calculate side yard setbacks, which they will implement today. They were informed that would solve most of the problems that they saw. They did hear of potential negative consequences of expanding this beyond single family homes. If it turns out they have not gone far enough, he would be happy to revisit this.

Councilor Knodell inquired if there was any information in the communication from the Planning Commission that raised new issues beyond what was discussed in Committee. Councilor Mason stated the communication was the first time he had heard there was an issue. The Committee never considered the issue they raised. Councilor Knodell stated the Ordinance Committee has a lot of work to do, but she would prefer to refer this back to the Ordinance Committee.

Councilors Knodell and Brennan made a motion to amend the motion to refer the ordinance to the Ordinance Committee.

Councilor Worden stated that he feels this step is needed and the question is how far they should step. This should be supported by most everyone. The Planning Commission raises the question of whether or not they should take this further. Rather than sending the whole thing back, he would like to act on this. If the Planning Commission wants to take it further, they could still do that. It seems safe to allow single family homeowners to take advantage of this.

Councilor Siegel inquired if someone from the Planning Commission would speak to this. Emily Lee, Planning Commission, stated that she did not feel she was the best representative to comment on this

Ordinance. She believes this is important for the King Street Youth Center to move forward on a project and would not want to prevent that from happening. She believes this will be discussed at the Planning Commission again.

Councilor Bushor stated that the Planning Commission sent the broader ordinance to them. They did the work and wanted to apply it more broadly, but the Ordinance Committee narrowed it. The changes came forward because of a desire for someone to do a development that did not work. That is how they came to examine things that are currently on the books to see if they work. Unless the Planning and Zoning Department tells her it would be problematic, she would like to send it back to Ordinance Committee.

Councilor Siegel inquired how this might affect the timeline for what the King Street Youth Center hopes to do. Mr. Gustin stated if it is passed tonight, the King Street Youth Center could proceed under it. If it is sent back to the Committee, it will not be in effect. They have not yet applied, but they will not be able to until this has passed.

The motion to amend the motion to refer this back to the Ordinance Committee failed by a vote of 3-10 with Councilors Bushor, Knodell and Brennan voting in favor.

Councilor Siegel inquired if they can pass this tonight and then begin the process of reviewing the Planning Commission's recommendation. Mr. White stated the Planning Commission does not feel that the ordinance creates a problem they just do not feel it goes far enough. The Council could approve this tonight and as part of the action, they could request the Ordinance Committee review the request to expand it.

Councilors Siegel and Brennan made a motion to amend the motion to adopt the ordinance and refer it to the Ordinance Committee.

Councilor Hartnett stated that doing this would not hold anything up. City Attorney Blackwood stated from a legal standpoint, they would prefer if they separated those ideas. They can pass the ordinance as is and do a separate motion to refer it back to the Planning Commission or Ordinance Committee.

Councilors Siegel and Brennan withdrew the motion.

City Attorney Blackwood stated she would suggest they refer it back to the Planning Commission. It will be treated as a new amendment.

Councilor Hartnett inquired if handling it in this way would affect the King Street Youth Center. Mr. Gustin stated it will affect them by helping them move forward.

The motion to adopt the ordinance passed by a vote of 11-2 with Councilors Paul and Brennan voting against.

Councilors Siegel and Bushor made a motion to refer the residential side/rear yard setback encroachments issue to the Planning Commission.

Councilor Knodell stated that the issue was regarding the restriction of the ability of multi-family and non-residential properties to make modifications.

Councilor Worden stated that this was in regards to expanding this to non-single family homes and community centers.

City Council President Shannon stated that the motion was to refer to the Planning Commission the issue of expanding the side and rear yard setback encroachments to structures other than single family and community centers.

The motion passed by a vote of 12-1 with City Council President Shannon voting against.

- 4.03. ORDINANCE: COMPREHENSIVE DEVELOPMENT ORDINANCE-Community Center ZA 13-09 (Planning Department, Planning Commission) (2nd reading)

Councilors Mason and Bushor made a motion to waive the second reading and adopt the ordinance. The motion passed unanimously.

- 4.04. COMMUNICATION: Burlington Planning Commission, re: ZA-13-08 Residential Side/Rear Yard Setback Encroachments

Councilors Mason and Hartnett made a motion to waive the reading, accept the communication and place it on file. The motion passed unanimously.

- 4.05. COMMUNICATION: Assistant City Attorney Sturtevant, re: Public Hearing Notice, Burlington Comprehensive Development Ordinances: Proposed Amendments ZA-13-05, ZA-13-08 and ZA-13-09

Councilors Mason and Hartnett made a motion to waive the reading, accept the communication and place it on file. The motion passed unanimously.

- 4.06. COMMUNICATION: Assistant City Attorney Sturtevant, re: Public Hearing Notice, Revised, Burlington Comprehensive Development Ordinance: Proposed Amendment ZA-13-08

Councilors Mason and Hartnett made a motion to waive the reading, accept the communication and place it on file. The motion passed unanimously.

5. PUBLIC FORUM

City Council President Shannon opened the public forum at 7:43 p.m.

<u>Name</u>	<u>Ward/Affiliation</u>	<u>Subject</u>
Martha Lang	Ward 1 Resident	Ira Allen, Taft, St. Joseph's Land Transfer
David White	Planning and Zoning Director	planBTV
Emily Lee	Ward 2 Resident	In favor of Mandatory Recycling Toters
Mark Porter	Ward 1 Resident/Landlord	In favor of Mandatory Recycling Toters
Alan Matson	School Board Member	Proposed Real Estate Transactions
Pike Porter	Ward 6 Resident	UVM Housing

There being no one further coming forward and no objection from the remaining Council, City Council President Shannon closed the public forum at 7:57 p.m.

6. CONSENT AGENDA

On a motion by Councilors Bushor and Knodell the consent agenda was unanimously adopted as amended thus taking the following actions as indicated:

6.01. COMMUNICATION: Lori Olberg, Licensing, Voting & Records Coordinator, re:
Accountability List

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

6.02. RESOLUTION: Authorization to Enter into Purchase and Sale Agreement with The
Visiting Nurse Association Re 28 Archibald Street (Councilors
Shannon, Bushor, Aubin, Knodell: Board of Finance)

*waive the reading and adopt the resolution

6.03. RESOLUTION: Reorganization of Positions at Burlington City Arts to Eliminate
Office Assistant II Position and to Create Visitor Service Coordinator
and Gallery Educator Position (Councilors Shannon, Bushor, Aubin,
Knodell: Board of Finance)

*waive the reading and adopt the resolution

6.04. COMMUNICATION: Julie Hulburd, HR Generalist and Susan Leonard, Director of Human
Resources to the Board of Finance, re: Reorganization – Elimination of
the BCA Office Assistant II position, Creation of Visitor Services
Coordinator and Gallery Educator position

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

6.05. RESOLUTION: Parking Agreement re: Meter Hood Permits with Catamount/Van Ness,
LLC at the Brown's Court Lot (Councilors Shannon, Bushor, Aubin:
Board of Finance)

*waive the reading and adopt the resolution

6.06. COMMUNICATION: Nathan Wildfire, CEDO, re: Communication on Parking Agreement re
Meter Hood Permits With Catamount/Van Ness LLC, July 16, 2013 –
July 15, 2014

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

6.07. RESOLUTION: Authorization to Enter into License Agreement to Maintain A Bench and
Planters on a Portion of the City's Right-of-way with American
Flatbread (Councilors Blais, Ayres: License Committee)

*waive the reading and adopt the resolution

6.08. RESOLUTION: Appointment of City Representative and Alternate for Chittenden County
Regional Planning Commission's Transportation Advisory Committee
(Councilor Shannon)

*waive the reading and adopt the resolution

6.09. RESOLUTION: Approval and Authorization to Execute Agreements with the Chittenden
County Regional Planning Commission (CCRPC) for Burlington Bike
Path Intersection Scoping Study Project (Councilors Shannon, Bushor,

Aubin, Knodell: Board of Finance)

*waive the reading and adopt the resolution

6.10. RESOLUTION: Authorization to Enter into License Agreement to Erect and Maintain an Access Ramp on a Portion of the City's Right-of-way with Pomerleau Family, LLC (Councilors Blais, Ayres: License Committee)

*waive the reading and adopt the resolution

6.11. RESOLUTION: Authorization for New Position Stormwater and GIS Technician (Councilors Shannon, Bushor, Aubin, Knodell: Board of Finance)

*waive the reading and adopt the resolution

6.12. COMMUNICATION: Norm Baldwin, Assistant Director of Technical Services and Megan Moir, Stormwater Program Manager, DPW, re: Creation of Stormwater and GIS Technician Position

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

6.13. RESOLUTION: Authorization for New Position Maintenance Specialist (Bike Path) (Councilors Shannon, Bushor, Aubin, Knodell: Board of Finance)

*waive the reading and adopt the resolution

6.14. COMMUNICATION: Jesse Bridges, Director Parks and Recreation, re: Request for Maintenance Specialist (Bike Path)

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

6.15. RESOLUTION: Delegation of Authority for Budget-Neutral Amendments Within City Departments' Individual Budgets (Councilors Shannon, Bushor, Knodell: Board of Finance)

*waive the reading and adopt the resolution

6.16. RESOLUTION: Acceptance of Vermont Homeland Security (HSU) Grant Urban Search and Rescue (USAR) Training Opportunities and Budget Amendment Authorizing Expenditure (Councilors Shannon, Bushor, Aubin, Knodell: Board of Finance)

*waive the reading and adopt the resolution

6.17. COMMUNICATION: Lise E. Veronneau, Business Manager, Burlington Fire & Police Departments, re: Vermont Department of Public Safety Grant Agreement #02140-71152-101

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

6.18. RESOLUTION: Reclassification of One Regular Full Time Community Justice Center Coordinator to One Regular Full Time Assistant Director of the Community Justice Center at the Community and Economic Development Office (Councilors Shannon, Bushor, Aubin, Knodell: Board of Finance)

*waive the reading and adopt the resolution

6.19. COMMUNICATION: Julie Hulburd, HR Generalist and Susan Leonard, Director of Human Resources to the Board of Finance, re: Reclassification and Title Change Community Justice Center Coordinator – CEDO

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

- 6.20. COMMUNICATION: Alan Matson, Chairman, Burlington Board of School Commissioners, re: Burlington School District's real estate transactions
*waive the reading, accept the communication and place it on file
- 6.21. COMMUNICATION: John L. Franco, Jr., Law Office of John L. Franco, Jr., Sandy Baird, Esq. and Jared Carter, Esq., re: Church Street Marketplace District Trespass Authority Ordinance Enforcement
*waive the reading, accept the communication, place it on file, refer it to the City Attorney's Office and request recommendation on the letter's request to suspend enforcement of the ordinance by July 29th
- 6.22. COMMUNICATION: Nathan Wildfire, CEDO, re: Public Investment Action Plan (PIAP) Concept Round Recap
*waive the reading, accept the communication and place it on file
- 6.23. COMMUNICATION: Martha R. Lang, Ph.D., 150 Colchester Avenue, re: School Real Estate Transactions, July 10, 2013 letter
*waive the reading, accept the communication and place it on file
- 6.24. COMMUNICATION: Martha R. Lang, Ph.D., 150 Colchester Avenue, re: School Real Estate Transactions, July 15, 2013 letter
*waive the reading, accept the communication and place it on file
- 6.25. SPECIAL EVENT OUTDOOR ENTERTAINMENT PERMIT APPLICATION (one day only):

American Flatbread-Burlington Hearth-, St. Paul Street between College Street and the crosswalk at mid-St. Paul Street, Saturday, August 3, 2013, Festival of Fools, 5 p.m. – 10 p.m.
*waive the reading, accept the communication, place it on file and approve the one day only special event outdoor entertainment permit application for American Flatbread
- 6.26. SPECIAL EVENT INDOOR ENTERTAINMENT PERMIT APPLICATION (July and August):

Pacific Rim, 161 Church Street, 10 p.m. – 2 a.m., Live Music and DJs, Dancing, specific dates in July and August only
*waive the reading, accept the communication, place it on file and approve the special event indoor entertainment permit application for Pacific Rim for specific dates in July and August only
- 6.27. REPORT: Board of Assessors Commission Report
*waive the reading, accept the report and place it on file
- 6.28. REPORT: Annual Report of the Burlington Conservation Board Fiscal Year 2013: June 30, 2012 – July 1, 2013
*waive the reading, accept the report and place it on file
- 6.29. REPORT: Sean McKenzie, Chair, re: Design Advisory Board
*waive the reading, accept the report and place it on file
- 6.30. REPORT: Amy Mason – Chairperson, Burlington Board of Tax Appeals, re: Board of Tax Appeals – 2012 Annual Report
*waive the reading, accept the report and place it on file
- 6.31. COMMUNICATION: Vermont Department of Taxes, re: Notice of Education Tax Rates for

Fiscal Year 2014

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

6.32. REPORT: Diane Meyerhoff, City Council Retreat Facilitator, Third Sector Associates, re: Report of the Burlington City Council Retreat June 20, 2013 – 6:00-9:00 p.m., Rock Point School

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

6.33. COMMUNICATION: City of Burlington Office of the Chief Administrative Officer, re: Livable Wage Ordinance, Effective July 1, 2013

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

6.34. COMMUNICATION: Stephanie Reid, Interim Human Resources Generalist and Susan Leonard, Human Resources Director, re: Communication – Step Placement for Meghan Sweeney, Office Assistant II Fire

*waive the reading, accept the communication, place it on file and approve the step placement for Meghan Sweeney

6.35. COMMUNICATION: Amy Bovee, Executive Secretary, re: Board of Finance Minutes, June 3, 2013

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

6.36. COMMUNICATION: Amy Bovee, Executive Secretary, re: Board of Finance Minutes, June 17, 2013

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

7. PRESENTATION: Richard H. Cate, Vice President for Finance and Administration and University Treasurer, UVM, re: UVM Housing Master Plan

Richard Cate, UVM, stated that the University's housing situation has been stable for the last few years. Undergraduate enrollment was down by about 350 students since its high point. They anticipate that they will have 9,800 undergraduate students this fall. This is because the President wanted to modify the student faculty ratio and because of a shift in demographics of the Northeast. Vermont is the oldest state in the nation with the lowest birth rate, so the number of high school graduates has been declining. They are continuing on this trend and have the same commitment to the City. They agreed to pay for additional patrols in the City during high points. Those efforts have resulted in some benefits, though there are still a number of students living in the downtown area. In the Housing Master Plan, it was clear that some residence halls on campus that have become functionally obsolete. The Chittenden, Buckham and Wills area especially has small rooms and is in need of upgrades. There is a goal to replace those buildings. They do not yet have a financial plan for accomplishing these efforts. They will begin with additional housing near Athletic Campus. They would then determine what they will do with CBW. There are some buildings on the Redstone Campus that will need to be replaced. They would like to bring freshmen to the main campus and avoid having them live on Trinity Campus. They believe that Trinity would be better suited to graduate students who currently live in the downtown area. They want to look at restoring common areas in residence halls that were converted to rooms during the peak years. Students are looking for opportunities to interact and socialize in residence halls. Because those areas do not exist or are not large enough, they believe it would make sense to bring them back and expand them. There is no plan for increase in enrollment. Studies have shown that older students have no desire to reside in standard residence halls. They need to improve their inventory to make residence halls better. One survey gauged whether it would make sense to create more apartment style housing on the fringes of campus as they did with Redstone Lofts. Their feedback has shown that there is not a lot of appetite for students wanting to live in those areas. They consider them too close to restricted residence hall style living because they are

so close to campus. Students also want to be downtown. There are many in the community who wish that students would not traverse to the downtown, and many students agree. It seems that they should find means to partner with a private developer and the City to locate appropriate locations for apartment style housing in the downtown area. That would mitigate the issue of students traversing through neighborhoods and would allow students to be in an environment that is designed for students. The University would not own the buildings, but would partner with someone and sponsor them. That should be pursued on a parallel track with what they hope to do on campus.

Councilor Tracy inquired what they consider to be a realistic timeline for building off campus student apartments. He is excited about this idea and would like to see a clear timetable. Mr. Cate stated he expects it would take at least three years. They need to identify the right site, acquire the site, find the right partner, and actually build something. The University does not need to do anything beyond constructing them. They are willing to begin conversations about what the right site would be. Councilor Tracy inquired if there are things that the Council could do to help expedite the process. Mr. Cate stated that he would like to hear from the Mayor and the Council President about the best way to move forward. Councilor Tracy stated there was brief mention in the Housing Master Plan about efforts to mitigate the harm done to the community by students. There are a number of people who work on these issues, but they do not have enough time and resources to really dedicate to important issues. He inquired if there is money in the budget to address these other issues. Mr. Cate stated they do not have an extensive amount of new resources in the budget, but they will continue conversations about what the most effective mitigations steps they can take are. The people working in that area can entertain ideas that people may have. Councilor Tracy stated they have been talking about the proposed real estate transaction with the School Department. He inquired if he could speak to any of the proposed uses of the Ethan Allen School or Taft School. There have been concerns about how that would impact the neighborhood. Mr. Cate stated they would not be used for housing. Taft School would be used for academic purposes. Students would be walking to that site. He does not feel that neighbors would see any great change in its use. Ira Allen is more likely to be used for administrative purposes. This would be similar to what is already occurring with the School Department's Offices. It will not be used for housing.

Councilor Bushor stated that she agrees with much of what is in the UVM Housing Master Plan, but has not been satisfied with the process. The consultants were supposed to respond to community members before this was released. The community groups were broad and she is glad they were involved. She had hoped the Housing Master Plan goal would specify that they would like to reduce the stress on the housing market for the City. The plans' recommendation to review structures that were obsolete, needed to be readapted, or needed to be created seemed to make good sense. All of this reflects what students want and she was glad the University was incorporating it into the master plan. When talking about housing options, they mentioned Trinity Campus being a graduate campus. She inquired if they have considered what they did at University Heights where faculty and students share housing to bring some stability to those younger student housing structures. Housing on the fringe impacts neighborhoods and may help reduce stress. Mr. Cate stated they have not yet determined what the other arrangements would be. Residential learning communities are an option being considered. Councilor Bushor stated they mentioned that they have had a difficult time identifying the location of off-campus students because of the way they communicate with students. She suggested they build something into their electronic communication to find out where students are living. The demographics of the wards have been changing and they have been trying to address those issues. They talked about future sites for student housing and impediments to development. There is a proposal for a big complex on Grove Street. She inquired if they had considered talking to them about having faculty housing there. This would utilize housing that is being built and would keep people close to where they work. She stated they have met their goal of housing 60% of students. She hopes that they continue to house the same number. She also hopes if they continue to grow they will continue to add housing. Mr. Cate stated that commitment is still there and they do not intend to downsize the number of beds. They are talking about growing the number of beds on campus slightly and replacing and rehabilitating many existing beds. They will also create common

spaces. Councilor Bushor stated she needs to understand how many properties downtown will be owned by the institutions and what that means. She wants to know how many students will be living downtown and if that will change who wants to come downtown. She does not want Burlington to be just for UVM and Champlain. It should be welcoming to all residents; the site location was key.

Councilor Aubin inquired what the Green Mountain Walkway was. Mr. Cate stated the Green Mountain Walkway was a vision of having a direct and more convenient means of pedestrian travel from Trinity Campus to Main Campus. It would be a crossing over Colchester Avenue and would come out by Chittenden, Buckham and Wills. The route that students take to get to Main Campus is scattered.

Councilor Paul stated that she understood President Sullivan has been meeting with the Administration. She feels the same courtesy should be extended to the City Council, particularly those who are directly impacted by the University. Mr. Cate stated he can pass that message back to the President. Councilor Paul stated there was a resolution passed relating to the MOU which laid out several steps that they hoped would be included. A number of those have been done, but she hopes that they can continue to consider this as they do the next MOU. She heard from several people who live along the area surrounding Redstone. She had an opportunity to meet with the housing consultant. When she spoke with them, she tried to make clear that there is a concern about the number of people living on Redstone Campus. It appears that there may be another dorm on Redstone Campus. Mr. Cate stated that would be a replacement residence hall on Redstone Campus. There is not a lot of support for adding housing to Redstone Campus. The Master Plan incorporates feedback from a number of people and is not necessarily exactly what the University will do. It has a number of options. The primary intent is to replace Coolidge and at least one other facility. They believe Redstone Lofts has tapped the market on the number of students who want to live in that area. They are instead looking towards housing downtown. Councilor Paul stated the people she has spoken to will be happy to have housing downtown. Students will also prefer that. Mr. Cate stated it is difficult to know what may change in the future. There are a number of items in the plan that are ideas rather than something the university will or will not do.

City Council President Shannon inquired if the University has adopted this plan. Mr. Cate stated they have not brought this to the Board of Trustees and said they want to do everything in the plan. They have presented it to them and said there are things they will want to do and that they will be back with proposals. There are some items that will be done, such as the replacement of Chittenden, Buckham and Wills. Other things, such as adding beds on Redstone, were not supported by survey data from student and they do not plan to move forward with that.

Councilor Worden stated that he has found the presentation encouraging. He was discouraged after reading the Master Plan, as it only addressed 60% of the students. He understands that is their commitment to the City, but it seems any effort to plan around housing should make some mention of the 40% of students in off-campus housing. He appreciates the acknowledgement of the state of the neighborhoods around the Center City. There have been decades of unplanned decay. He read a portion of planBTV regarding the importance of housing in the downtown area. He looks forward to partnering with UVM to find alternative ways to house students downtown. He would like to see a corollary plan that the University is engaged in for repurposing housing in neighborhoods that has been used for students. There has been a benefit to the University as enrollment has grown. As they find new housing and enrollment declines, they need to open up homes for young professionals, the elderly and new Americans. He wants students in the neighborhood, but there are streets where 99% of the population is between 18-22 years of age; that is not the diversity they want. The University's efforts in the community are welcoming. In the Master Plan, it talked about housing in Colchester for faculty and staff. He encouraged them to look closer to home and consider employee funded housing. They could help a faculty member with a down payment and make it vested so they have to stay at the University to take advantage of that. They should look closer at student tracking for off-campus. He understands it has been difficult, but there has to be a way to do it.

Councilor Hartnett inquired if there was a way to track student housing. It is hard to patrol and watch neighborhoods if they do not know where students are living. It is hard to believe they cannot track these students by address. There is a problem in neighborhoods and it is unfortunate. He would like to see foot patrols, more accountability and more tickets being written. He thinks it is a great partnership that they have but it is impacting the quality of neighborhoods. UVM has to be at the table and he would like to see a bigger commitment from UVM. Tracking where students live would be useful information. Mr. Cate stated the information has been sent and they have to use sampling. They do not have the exact address of each student, but they do know the patterns of where they live. They feel comfortable with that level of analysis. That does not mean they have resolved all of the problems. They need to find a way to meet the expectations of the Council and the City to gather opinions and coming to a consensus. People in the City have different positions based on where they live. The proposals often conflict with each other. If the City could come to a consensus, UVM would have a guideline to use. Councilor Hartnett stated he feels the Council needs to be more directly involved. He hopes that UVM realizes it is a great partnership and a part of the community. There have been a lot of positives but there are major problems in the neighborhoods that affect homeowners; he hopes they can continue to get better.

Councilor Brennan stated that he appreciates the vision set forward in the Master Plan. He is struck by how large the University Campus is. As they discuss the situation, he is reminded of the great things that come from the University. There are many students in the schools working with children in the community. There are a number of degrees around this table from the University. There are unacknowledged benefits the University has given the City. He stated President Sullivan's plan is to decrease enrollment and increase the caliber of the students. He inquired if he feels this will bear fruit to address some of the problems. Mr. Cate stated the enrollment changes are not dramatic and would result in 350 students less than they had at their peak; that has been accomplished. The question now is about programs and facilities that will be available and how to attract certain students. They have students at a high skill level now and they would like to attract more of them. Having new facilities is part of that and will help them get to their vision. Councilor Brennan stated there was a person who came in for public comment who had a problem with Redstone Apartments which are leased. He inquired how he sees the University playing a role in managing housing downtown. Mr. Cate stated typically with third party arrangements they are managing what is going on. Students do not want to be regulated any more than a person who lives in an apartment downtown. They want to be treated as adults and without RAs or people checking on them. There is more of that activity at Redstone Lofts because they demand it when it is on-campus. The University's role would be to have expectations stated in writing about what the owner of the property will do to ensure there is peace and tranquility in the area. Councilor Brennan stated he appreciates the mindset of the replacements. He feels that having a better place to live will make people more respectful of their housing.

Councilor Blais stated he is a University of Vermont graduate. He remembers coming up College Street with some fellow students and the President at the time came outside and suggested they may want to be quieter. President Sullivan's decision to move back into Englesby was a wise decision so that he is a part of the neighborhood. He will be dealing on a personal basis with some of the issues they are talking about.

Councilor Paul stated the University did agree to have foot patrols. She thanked them for that and for listening to what is and is not working. There was an attempt to do foot patrols with a private security company. That did not work so they changed their course and got effective foot patrols. She believes they have been effective because she has not gotten phone calls or emails in the past season about people being upset about the amount of noise. That issue has gotten better in part because of the foot patrols.

Councilor Bushor stated Mr. Cate referenced that they get different responses on what they would like to see based on the part of the City people live in. During the Clavelle Administration, they would gather Councilors from student areas to talk about the issues. If there was an issue going forward, they would

collectively resolve it. They would then get one statement from the City rather than a number of statements. She feels there is a need to do that again. There should be a clear voice from the City as they move forward with housing initiatives.

Councilors Worden and Tracy made a motion to waive the reading, accept the communication and refer it to the Human Resources and Institutions Committee. The motion passed unanimously.

Mayor Weinberger stated he supports that motion. The Administration has started to begin conversations about these issues with that Committee.

7.01. COMMUNICATION: UVM Housing Master Plan

Councilors Worden and Tracy made a motion to waive the reading, accept the communication and refer it to the Human Resources and Institutions Committee. The motion passed unanimously.

7.02. COMMUNICATION: Richard H. Cate, Vice President for Finance and Administration and University Treasurer, re: City of Burlington and University of Vermont Memorandum of Agreement Re: 2009 Zoning Amendments

Councilors Worden and Tracy made a motion to waive the reading, accept the communication and refer it to the Human Resources and Institutions Committee. The motion passed unanimously.

8. PUBLIC COMMENT ON WARD REDISTRICTING

City Council President Shannon opened the public comment period. No one came forward to speak. City Council President Shannon closed the public comment period.

City Council President Shannon spoke about the loss of George Gamache, a member of the Ward Redistricting Committee. The Council held a moment of silence.

City Council President Shannon stated they inquired about putting information on Redistricting into Burlington Electric Department bills. They do not do bill stuffers but did agree to include information in their regular newsletter.

9. RESOLUTION: Mandatory Wheeled Covered Recycling Toters – Implementation (Councilor Tracy)

Councilors Tracy and Worden made a motion to waive the reading and adopt the resolution.

Councilor Tracy stated they included a resolution and an ordinance. The ordinance is very specific to just the language, but they also wanted to include some context about the process of adopting the use of covered, larger, wheeled recycling toters at all rental properties. This has been a tremendous effort with help from the Mayor's Office and Code Enforcement. They have considered the issues and complexities with getting this out to the City's 9,000 rental properties. It has been a large undertaking so they will be doing a phased implementation. The largest properties with 10 or more units will be addressed first and they will slowly address smaller apartments. After the first phase they will be evaluating how the process worked and how they can do it better going forward. They will be responsive to feedback that they receive. Bill Ward, Code Enforcement Director, stated there will be three phases. If the ordinance passes tonight it will be sent to the Ordinance Committee for public comment. They have received some feedback from property owners and some tenants. This type of process takes a long time and he appreciates patience as they move forward.

Councilor Bushor stated that she read this and did not see where it specified the first round would be for 10 or more units. Mr. Ward stated the next item they will be taking up is the ordinance. It specifies 10 or more units there. Councilor Bushor stated it is not included in the resolution so she found it confusing. She does not remember why they excluded properties that have dumpsters with lids. Dumpsters are for trash. Mr. Ward stated there are recycling dumpsters that are meant only for recycling. They should be accepted as an equivalent. They exist separately from trash dumpsters.

Councilor Bushor offered an amendment to the resolution to specify that recycling dumpsters are exempt. Councilors Tracy and Worden accepted the amendment as friendly.

Councilor Brennan inquired if there will be enough supplies in the City if a single family wanted to purchase one proactively. Mr. Ward stated that question is yet to be answered. The toters are available and they are seeing them going out to units that are not required to have them, such as single family rentals and duplexes. They have pledged to work with the CSWD to maintain a high supply. That will be part of what they will consider for phases 2 and 3. They have estimates of what the numbers may be but they are unsure exactly what that will require. They will work with the Department of Public Works to resolve any issues. Councilor Brennan stated there have been concerns about recycling ending up in stormwater. The prevailing winds come from the South most days. When they have strong wind, the Intervale is north of the City. As they look at those recycling bins, the plastics are not biodegradable in their wetlands. They are doing unintended damage on those windy days. He applauds efforts to move this forward to avoid having plastics in the wetlands.

Councilor Mason stated there was a concern that the cost of this would be passed on to tenants. Currently the cost is subsidized. He inquired what the anticipated cost of the toters will be. Mr. Ward stated a 65 gallon toter costs the property owner \$48. Councilor Mason inquired if they will continue to be able to subsidize this as they roll out the program. Mayor Weinberger stated the non-subsidized cost is between \$75-\$100. If that is being shared by three units, they are talking about \$25 per unit for something that should last for a decade. Mr. Ward stated it would be no higher than that amount. It is not a huge subsidy and would only rise by a small amount. Councilor Mason inquired if they envision that subsidy will still be available for single family homeowners. Mr. Ward stated he has a sense that CSWD will do what they can to continue to offer the subsidized cost.

Councilor Siegel stated she is excited about these toters. She has her children help with household tasks including recycling. They usually fill four blue bins which were all odd shapes and difficult for them to carry. They can easily roll the toter out to the curb.

Councilor Worden stated he has a toter and it has been great. He has seen Mr. Ward in the neighborhoods picking up recycling, and he hopes this will help him free up time to do other things. He has noticed that he does not have to take his toter out as often as he did his bins. In time, they may be able to look at the frequency with which they pick up recycling.

City Council President Shannon stated anyone can have a problem with recycling flying throughout the City. She inquired if they have ever taken action against someone for repeated events of recycling blowing away. Mr. Ward stated there is a \$100 ticket that they can issue, but they have only issued a few of those. It is challenging because the property owner is the person getting the ticket, but it is often an unintentional act. They look to the property owner to respond quickly and would only issue a ticket if it were addressed slowly.

The motion to adopt the resolution passed unanimously.

10. **ORDINANCE: HOUSING – Sanitation (Code Enforcement, Councilor Tracy)**
(1st reading) (Proposed action: consider 1st reading and refer it to the

Ordinance Committee)

Councilors Tracy and Bushor made a motion to waive the first reading and refer the ordinance to the Ordinance Committee.

Councilor Bushor inquired if the Chair of the Ordinance Committee feels that the timeline is doable. Councilor Mason indicated it is doable. Councilor Bushor stated she supports comments made by the individual who spoke about rolling this out to all people in Burlington. She hopes they keep that in mind. There is also an educational component that is needed so that property owners will be aware of the change. It will be helpful when it becomes effective so that they will all be on board.

The motion passed unanimously.

11. PRESENTATION: Brian Pine, Assistant Director for Housing & Neighborhood Revitalization, CEDO and David J. Provost-Sr. Vice President, Champlain College, re: Browns Court

David Provost, Vice President, Champlain College, stated that they are before the Council with this request. Champlain College signed a 1994 Memorandum of Understanding which stated if they purchased any properties outside of its current boundaries they would need to come before the Council to seek approval. Champlain College acquired the Eagles Club with the intention of building upper class men and women student apartments. This was directed by their Master Plan which says they will house 90% of their students. They identified the capacity on the hill for housing and they determined that they would need to add 600 additional beds. They acquired Ethan Allen Club and Eagles Club to accomplish this goal. This project is about developing the Eagles Club and the adjacent lot, which is Browns Court. This lot is owned by the City. He is here because they need City Council approval to acquire land. Their intention is to have this property developed by a third party, REM Development. They will form an LLC which would own the structure. In the long term, Champlain College would have the ability to own the building. The property will be managed by Champlain College. The site is currently a parking lot which provides 38 spaces to the public. The intention would be to replace those spaces with spaces in the new structure. The project has not yet been designed. On the street side, they would try to engage the street scape by creating usable spaces. They could be mixed use or retail spaces. They are open to community dialogue about the best use of the street side space. The units would be apartment style. Given the grade changes in the adjacency of the two properties, they believe they can increase density in that area. It is along the current shuttle route to campus and would not have a big impact on how students are moved to campus. Because the property would be owned by a third party, the LLC would be for profit. It would remain on the tax rolls for the newly assessed value of the structure they would put on it. It would be a \$20-\$30 million facility being added to the tax rolls. In the long term, if Champlain College were to acquire the property, they would be responsible for paying taxes going forward.

Brian Pine, CEDO, stated this is not an action item but for discussion purposes. He offered to answer any questions.

City Council President Shannon inquired if they need permission both to buy any property and to buy the land from the City. Mr. Provost stated that is correct. Champlain College's request is relating to the MOU. The City can make its own decision about whether or not to sell the property.

Councilor Hartnett inquired if Champlain College would be responsible for the units and their security. Mr. Provost stated the business deal is currently being discussed. The current plan is that Champlain College would be responsible. The developer does not want to manage it. If that is not possible, they may hire a third party to manage it, but they currently intend to run it. Councilor Hartnett stated that he prefers that and feels it would be helpful.

Councilor Tracy stated that the purchase of the Ethan Allen site has stalled. He inquired if building housing on that property could be minimized by this project. Mr. Provost stated if this property is sold to the college, they would go through a process to design the facility to meet their needs and be amenable to the neighborhood and community. If it gets them closer to their Master Plan of housing all students, that could affect what they do with Ethan Allen. The choice to move forward with the Eagles is because they feel it is a better project for Champlain College and the City of Burlington. It is less controversial. Ethan Allen will be more difficult to develop and gain support because of its location. They have discussed divesting in it or using it for another purpose. Councilor Tracy stated that is something he would like to have happen given some of the plans he saw before the deal fell through. Some of those proposals seemed out of step with what the neighborhood desires. Any attempt to move away from that makes him more comfortable with moving forward with this deal.

Councilor Knodell inquired what the current use of the Eagles Building is. Mr. Provost stated from the time they acquired the property until last summer, it was used as a temporary shelter for families with COTS. It is currently vacant and is being used for storage. The parking lot is being utilized by local businesses. Councilor Knodell stated there is an inclusionary zoning ordinance which states that a certain number of units must be affordable to households. She inquired if that would apply to this project and how they would do that. Mr. Pine stated there is an exemption for student housing located in an institutional zoning district. This is not located in that type of district, so it would apply. They discussed different scenarios for how to achieve compliance. The most likely approach is that the college would serve a population that would be served by having affordable units.

Councilor Bushor inquired how many units would be in this location. Mr. Provost stated they have not yet designed the project, but they expect to build 60-80 units. The intention would be to maximize density. They want to house students but do not have many solutions. Councilor Bushor inquired if a unit would contain one student or two. Mr. Provost stated they have learned that there is demand for four bedroom units and studios. They would consider that in the design phase. He expects they will house 275-350 students. Councilor Bushor stated there was a reference that there would still be some existing parking. She inquired how that would work and inquired if they would provide parking for students. Mr. Provost stated they will build parking to meet current zoning requirements according to the ordinance. They will also meet the needs of the City by replacing the spaces that already exist. Those spaces will be available all the time as public parking spaces. Most students who live on campus have to park off-site. They have not yet determined how they would manage the spaces. Councilor Bushor inquired about a reference to mixed income housing and whether or not this is consistent with what the City would have used this for. Mr. Pine stated that the ordinance requires all housing be mixed income unless the DRB grants an off-site option. This will achieve the mixed income goal. The pressure to find a place to house the students in the neighborhoods is significant and the goal is to change that trend. Councilor Bushor stated she is concerned about bringing a lot of students downtown until she sees the big picture. There is a tipping point where they do not have the diverse mix and one population dictates the activities of the downtown. She wants the students who are already downtown to utilize it and live in good housing. She worries if Champlain and UVM continue to develop downtown.

Councilor Worden stated that this is not just a change in location but also a change in management. This will take students who are living in the same areas in an unmanaged situation and will place them in a more managed situation. The Jeanne Mance dorm on Pearl Street is a similar example. There are other potential impacts, but this sounds like a good proposal. He stated typically structures cannot span over property lines. There are two Browns Courts parcels that would probably need to be merged. He inquired if they plan to merge Browns Court with the Eagles Club Site. If so, would they be sold to the third party developer in the meantime and eventually return to Champlain College? If that is the case, would the whole parcel be available for taxation? Mr. Pine stated the City's preference is to eliminate the property lines and make this one contiguous property. Mr. Provost stated their intention would be to have

Champlain College own the land. They would lease the facility. Councilor Provost inquired if the entire facility would be available for taxation. Mr. Provost stated it would. Councilor Worden inquired if there is anything that has ever been identified as a better purpose for that lot. Mr. Pine stated there was a parking garage once studied for that site, but it was not deemed to be appropriate. The appraiser deemed the best use would be residential development at the maximum height and density.

Councilor Hartnett stated that he hopes they keep the neighbors updated so they are not surprised at the end. This is a great partnership and it will work, but he hopes neighbors are kept updated. Mr. Provost stated they have reached out to the people living in homes on this corner. They have also offered to help them find a buyer if this is an issue for them. When they purchased the Eagles Club, there were a handful of residents who reached out because they wanted to give input about the design of the street sign. They will reach out to them and include them in the design process. This is about revitalizing a part of town that is not being effectively used.

City Council President Shannon stated that she understands that REM does not want to manage the property and Champlain would manage it. She inquired how management would be different from how students are managed in dorms. Mr. Provost stated these students will be juniors and seniors. They try to prepare them for life. As they design it, they will try to have oversight and hold students accountable, but there will not be an RA on every floor. It could include a live in property manager. This will help students understand what it means to pay monthly rent and be accountable for their behavior. Their public safety officers would go through the buildings. The actual student life model is still being considered. City Council President Shannon inquired if they would increase the management if students do not live up to their expectations. Mr. Provost stated that students are held accountable through a review process when they do misbehave. They take actions when they break the rules. Those same things would be in place. City Council President Shannon stated she agrees with the sentiment that having a mass of students in the downtown could be problematic. She likes this better than the idea of UVM building housing downtown because UVM has other options. This takes the students who are living in adverse conditions and creates a better environment. They are downtown now and will continue to be downtown. She would appreciate if they reached out to Maple Street neighbors because the increased scale of the project will make a difference for them. She inquired if they envision the affordable housing to be integrated into the building. Mr. Provost stated their intention would be to fully integrate it into the project. There are students who meet the need as defined for inclusionary housing. They are currently assisted through financial aid. They would meet those requirements by meeting the needs of that group. City Council President Shannon stated Champlain College has developed quality buildings in the City. She inquired what the vision for the architecture is at this site. Mr. Provost stated in early discussions there was no full consensus. It will look different than their buildings on South Willard Street and Lakeside Avenue. They specifically tried to make those buildings fit in. The issue with this neighborhood is that there are all kinds of designs. It will be seen as a large Champlain College building and they are known for their reputation of designing nice buildings. As they design it, they will be conscious of what is in the neighborhood.

- 11.01. COMMUNICATION: Brian Pine, Assistant Director for Housing & Neighborhood Revitalization, CEDO, re: Champlain College acquisition of Browns Court parking lot

Councilors Bushor and Knodell made a motion to waive the reading, accept the communication and place it on file. The motion passed unanimously.

- 11.02. COMMUNICATION: David J. Provost-Sr. Vice President, Champlain College, re: Purchase of Brown's Court Parcels (#049-3-027-00 and #049-3-041-000)

Councilors Bushor and Knodell made a motion to waive the reading, accept the communication and place it on file. The motion passed unanimously.

11.03. COMMUNICATION: Proposal to Purchase Real Property

Councilors Bushor and Knodell made a motion to waive the reading, accept the communication and place it on file. The motion passed unanimously.

12. RESOLUTION: Approval of Agreement Between Hancock Wind, LLC and Burlington Electric Department (Councilors Shannon, Bushor, Knodell, Aubin: Board of Finance)

Councilors Knodell and Aubin made a motion to waive the reading and adopt the resolution.

Ken Nolan, BED, stated BED does an integrated resource plan every three years by state law. It is essentially a 20 year business plan. In 2004, the plan indicated that a renewable supply portfolio provided the least risk and cost for Burlington residents. They have been pursuing that and working towards a portfolio that is about 1/3 wind power, 1/3 biomass power such as the McNeil station and 1/3 hydro power. For the first six months of 2013, 80% of the power supply has come from renewable resources. They updated the plan in 2012. The plan indicated that wind power was too expensive given the change in natural gas prices. When they filed that with the state regulators, they were approached by First Wind, who developed the Sheffield Wind Project. They indicated they had started a project in Maine with substantially cheaper pricing. They have been talking to them and reached resolution on a contract that is a good advantage for Burlington ratepayers. It is a 51mw project in Hancock County, Maine with 17 turbines. Burlington will use 13.5mw which would be about 9% of Burlington's energy needs. They have filed for all of their permits and they are expected any day. There are four neighboring towns that they have tax agreements with. Everyone is supportive of the project. They expect to build this in 2014. The contract says they are required to be operational by the end of 2015 but they expect to be operational before that. The contract is a 10 year contract with a 15 year extension. Under Vermont law, if they contract exceeds 10 years they have to get state permits in Vermont, even though the project is being built in Maine. It takes 18-24 months to get those permits, which would have been a problem for the developer. They will be locked in for 10 years and then have 2 years to decide if they would like to continue. If they do choose to continue, they would have 2 additional years to get the state permits. It allows them to move forward with financing and building the project. There are some risks with renewable energy credits, but they do not feel they are significant, especially considering the risk mitigation this project provides by getting them away from natural gas.

Councilor Bushor stated that the memo states this contract would continue to deepen BED's exposure in REC markets. She inquired if there is an appropriate level of how many renewable energy credits they should have the option to sell. Mr. Nolan stated there is no target. They look at risk mitigation. In this case they are trading off natural gas and oil risk with renewable energy risk. Their plan is to trade as much oil and gas risk for renewable risk. They need to monitor their risk and mitigate it, but stopping is not what the plan indicates.

Councilor Knodell stated they discussed this at Board of Finance and it was supported unanimously.

Councilor Brennan inquired if they are putting themselves in a position to be able to expand McNeil to cogeneration as they look to renewable energy sources. Mr. Nolan stated the IBM Smarter Cities group looked at gasification of McNeil. They are looking at the big utility projects and are now looking at the plants they have. They are considering if they can be improved or operated better through a change of technology. They are also moving towards distributed generation, such as solar. This contract and the

Winooski One arbitration are the last big utility scale power supplies they are looking about. They will then look at a smaller generation and refurbish the units they have.

The motion passed unanimously.

- 12.01. COMMUNICATION: Ken Nolan, Manager of Power Resources, Burlington Electric Department, re: Hancock Wind Facility

Councilors Knodell and Aubin made a motion to waive the reading, accept the communication and place it on file. The motion passed unanimously.

- 12.02. COMMUNICATION: Ken Nolan, Manager of Power Resources, Burlington Electric Department, re: Economic Analysis of Hancock Wind Contract Impact on BED Power Portfolio **Public Version**

Councilors Knodell and Aubin made a motion to waive the reading, accept the communication and place it on file. The motion passed unanimously.

- 12.03. COMMUNICATION: Energy, Capacity, Rec and Ancillary Services Sale and Purchase Agreement Between Hancock Wind, LLC and Burlington Electric Department: FW 2013-0701—**PUBLIC**

Councilors Knodell and Aubin made a motion to waive the reading, accept the communication and place it on file. The motion passed unanimously.

13. RESOLUTION: Convening Of A Summit to Discuss The Underfunding of The City's Pension Plan and Explore Options to Address Unfunded Liability (Councilors Blais, Mason, Paul, Ayres, Shannon and Worden)

This agenda item was removed and will be placed on the August 12, 2013 City Council Agenda.

14. APPOINTMENT: CSWD, Alternate (Term expires 5/31/14)

Councilor Ayres nominated July Sanders.

Councilor Bushor stated there was an email about whether the Director of Public Works had responded. His response was not very specific and she inquired if people were satisfied and wanted to move forward.

Councilor Brennan nominated Charlie Giannoni.

July Sanders received 6 votes from Councilors Aubin, Blais, Ayres, Worden, Shannon and Tracy.

Charlie Giannoni received 6 votes from Councilors Hartnett, Paul, Mason, Knodell, Brennan and Siegel.

Councilor Bushor did not vote.

City Council President Shannon conducted a second vote.

July Sanders received 7 votes from Councilors Aubin, Blais, Ayres, Worden, Shannon, Tracy and Knodell.

July Sanders was appointed as the CSWD Alternate.

15. COMMITTEE REPORTS (5 mins.)

Councilor Worden stated that there will be a Community Development and Neighborhood Revitalization Meeting. They will continue talking about revitalizing housing around the Center City. In past meetings, Champlain College, UVM, and Fletcher Allen have attended and they have had good discussions.

Councilor Mason stated that the Ordinance Committee has scheduled a hearing regarding the Livable Wage Ordinance. They will begin to discuss proposed changes.

City Council President Shannon stated the BTAB did not meet last month but will be meeting next month.

16. COMMUNICATION: City Councilors, re: General City Affairs (oral)(10 mins.)

Councilor Knodell stated that the two senior principals from US Ignite were in Burlington. There were no Councilors on BTAB available for the dinner. She was able to attend and they had a great dinner. It seemed there was good work done while they were here and there is more clarity about the ways they may develop their application. The Council added another community garden to Ward 2 by approving the acquisition of a parcel of land on Archibald Street. It is a dense area and people love that garden. The community will appreciate the Council's support.

Councilor Blais stated that at the last meeting they authorized the Mayor to sign a friendship agreement with the Mayor of the town of Honfleur. He attended that ceremony. The Honfleur Mayor reminded them as they celebrate their independence from Great Britain they have to thank France for having been able to achieve that victory. He also stated that any citizen of Burlington is welcome to go to the museums in Honfleur free of charge.

Councilor Aubin stated that the Ward 4&7 NPAs will be hosting a storytelling for kids about the history of the New North End.

Councilor Hartnett spoke about the passing of George Gamache. He was committed to the City and children in the New North End as a Little League Coach.

Councilor Brennan spoke about the passing of George Gamache. The Burlington Babe Ruth 13 year olds won the districts and are off to the State tournament. He wished them luck.

Councilor Paul stated that consent agenda item 6.22 relates to the Parks, Arts, and Culture Committee. One highlight is the Public Investment Action Plan is moving forward. She encouraged everyone to look at that. The RFP will be ready shortly. There is an effort being made to consolidate like projects and move this forward with the idea of having projects voted on during Town Meeting Day 2014.

Councilor Bushor stated that Ward 1 NPA is meeting through the summer. The focus will be the Parks Master Plan and the future of Schmanska Park. At their last meeting they had a presentation about Ireland's Project with 200+ housing units. There was also a presentation about residential parking and potential changes to the program. Some impose a fee on residents who find themselves in a situation that require residential parking.

Councilor Siegel stated that there was an event in front of City Hall called Bearing Witness protesting the outcome of the Trayvon Martin trial. There will be a follow up organizing meeting for anyone interested getting involved.

17. COMMUNICATION: Mayor Weinberger, re: General City Affairs (oral)(5 mins.)

Mayor Weinberger stated that the Friendship Agreement with Honfleur received a substantial amount of media attention. There is a Committee that will continue to work on this relationship.

The rain that has come over the past month has brought a great amount of scrutiny to how the stormwater system works and does not work. They have come out with information and FAQs that is on the web that will provide guidelines for moving forward. The investment in the stormwater infrastructure in this budget has shown to be a good decision. There has been work on creating a new job in that department.

He attended an event called Imagine College at Champlain College. There were 16 year olds from all over the Northeast who were not considering going to college. They tried to open their eyes to the impact college can have on their lives. It reflected well on the work Champlain is doing in the community.

He is excited about the Community Gardens and is happy that the purchase went through. He thanked the Parks Department for their work. The Moran building has an art exhibit installed in it and there is a nightly light show. This is an effort to bring attention and new thinking about the waterfront.

The US Ignite visit was successful. The two individuals who came met with a number of stakeholders. They came forward with a number of recommendations.

Discovery is proceeding in the BT CitiBank case with depositions being scheduled. Burlington's motion for summary judgment has been fully briefed. There is a hearing on CitiBank's motion for BT to be placed as a receiver. There was a ruling in the case on a procedural motion that City Attorney Blackwood will circulate through the Council. The Osier case has a hearing on the plaintiff's motion for a jury trial.

He gave his condolences to George Gamache's family.

18. ADJOURNMENT

Without objection, the Regular City Council Meeting unanimously adjourned at 10:25 p.m.

Attest:

Lori Olberg, Licensing, Voting & Records Coordinator & Amy Bovee, Executive Secretary

DELIBERATIVE AGENDA
LOCAL CONTROL COMMISSION
CONTOIS AUDITORIUM, CITY HALL
MONDAY, AUGUST 12, 2013
11:14 P.M.

PRESENT: City Council President Shannon, Commissioners Bushor, Worden, Knodell, Tracy, Brennan, Aubin, Hartnett, Blais, Paul, Ayres and Decelles

ABSENT: Commissioners Siegel and Aubin

CITY ATTORNEY'S OFFICE: City Attorney Blackwood

CLERK/TREASURER'S OFFICE: Bob Rusten, Rich Goodwin and Lori Olberg

CITY COUNCIL PRESIDENT SHANNON PRESIDING:

1. AGENDA

On a motion by Commissioners Blais and Ayres the agenda was adopted as is.

2. CONSENT AGENDA

There were no consent agenda items.

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

Speak Easy Arts & Events Center, LLC, d/b/a Arts Riot, 400 Pine Street

Commissioners Blais and Ayres made a motion to approve the First Class Restaurant Liquor License Application for Arts Riot..

City Council President Shannon stated that this was a great group that the South End is excited to have move into the neighborhood. She is glad they can support them in their endeavor.

The motion passed unanimously.

4. ADJOURNMENT

Without objection, City Council President Shannon adjourned the Local Control Commission at 11:16 p.m.

Attest:

Lori Olberg, Licensing, Voting & Records Coordinator & Amy Bovee, Executive Secretary

REGULAR MEETING, CITY COUNCIL
MONDAY, AUGUST 12, 2013
7:09 P.M.

PRESENT: see above

CITY COUNCIL PRESIDENT SHANNON PRESIDING:

1. AGENDA

On a motion by Councilors Mason and Bushor the agenda was unanimously adopted as amended as follows: note **revised** version of agenda item 4.02. RESOLUTION: Reclassification of the Assistant Director Public Works – Technical Services Position (Councilors Shannon, Bushor, Aubin Knodell: Board of Finance); remove from the consent agenda item 7.03. RESOLUTION: Church Street Marketplace District Commission Authorization to Enter into License Agreement with B. Hospitality Group, Inc. for College Street Kiosk (Councilors Shannon, Bushor, Aubin, Knodell: Board of Finance); note corrected last page of consent agenda item 7.23. COMMUNICATION: Lori Olberg, Licensing, Voting & Records Coordinator & Amy Bovee, Executive Secretary, re: Draft Minutes, Adjourned City Council Meeting, December 17, 2012 with the consent action to “waive the reading, accept the communication, place it on file and adpt the minutes at the September 9, 2013 City Council Meeting;” add to the consent agenda item 7.33. COMMUNICATION: Harry Chen, MD, Commissioner of Health, Department of Health, Environmental Health, re: Deputy Health Officer Appointment for Deborah Dalton with the consent action to “waive the reading, accept the communication and place it on file;” add to the consent agenda item 7.34. COMMUNICATION: Harry Chen, MD, Commissioner of Health, Department of Health, Environmental Health, re: Deputy Health Officer Appointment for Ita Meno with the consent action to “waive the reading, accept the communication and place it on file;” add to the consent agenda item 7.35. COMMUNICATION: Harry Chen, MD, Commissioner of Health Department of Health, Environmental Health, re: Deputy Health Officer Appointment for Matthew Perry with the consent action to “waive the reading, accept the communication and place it on file;” remove from the consent agenda item 7.21. COMMUNICATION: Martha R. Lang, Ph.D., re: Documents Not Properly Researched for School Building on Colchester Avenue and place it on the Deliberative Agenda as agenda item 17.5.

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

Speak Easy Arts & Events Center, LLC, d/b/a Arts Riot, 400 Pine Street

Councilors Blais and Ayres made a motion to approve the indoor entertainment permit application for Arts Riot. The motion passed unanimously.

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

Vinifera, Inc., d/b/a Vin Bar & Shop, 126 College Street

Councilors Blais and Ayres made a motion to approve the indoor entertainment permit application for Vin Bar & Shop. The motion passed unanimously.

4. APPOINTMENT: City Engineer and Surveyor

Mayor Weinberger stated that Norm Baldwin is a familiar face and will make an excellent City Engineer and Surveyor. He has outstanding commitment to the City and has been working for the City since he graduated from UVM in 1990. He is familiar with the responsibilities of the City Engineer. He will

provide continuity at a time when the Department is going through a transition at the director level. He will also continue to serve as the Director of Technical Services. These will be additional responsibilities.

Councilors Bushor and Tracy made a motion to appoint Norm Baldwin as City Engineer and Surveyor.

Norm Baldwin, DPW, stated he has wanted to do this for many years and he has learned about the City and its systems through his years of working here. There are always more problems to solve, and he looks forward to that opportunity. He has demonstrated how committed he is to the City by serving in a variety of roles and stepping up when needed.

The motion passed unanimously.

- 4.01. COMMUNICATION: Mayor Miro Weinberger, re: Appointment of City Engineer and Surveyor

Councilors Bushor and Knodell made a motion to waive the reading, accept the communication and place it on file. The motion passed unanimously.

- 4.02. RESOLUTION: Reclassification of the Assistant Director Public Works – Technical Services Position (Councilors Shannon, Bushor, Aubin, Knodell: Board of Finance)

Councilors Bushor and Knodell made a motion to waive the reading and adopt the resolution. The motion passed unanimously.

Councilors Bushor and Hartnett made a motion to amend the agenda to add item 4.05. RESOLUTION: Honoring Steven Goodkind For More Than Three Decades of service to the City (Full City Council). The motion passed unanimously.

- 4.05. RESOLUTION: Honoring Steven Goodkind for More than Three Decades of Service to the City (Full City Council)

Councilors Bushor and Decelles made a motion to waive the reading and adopt the resolution.

Councilor Bushor read the resolution aloud.

Mayor Weinberger stated that they had notified Senator Sanders that this would be Steve's last City Council meeting. Senator Sanders was not able to attend, but he did submit a message that he hoped to have read aloud.

Doreen Kraft, Burlington City Arts, read Senator Sanders' message aloud.

Mayor Weinberger presented Steve Goodkind with an award from the Mayor's Office and read the text of the award aloud.

Councilor Decelles stated it was easy to pick on Public Works because of issues with streets and sidewalks. When you fully understand what Public Works does, the criticism dwindles and it is easy to see how good of a job they do. He thanked Steve Goodkind.

Councilor Bushor stated she has worked with Steve Goodkind for a long time. She appreciates his creativity and insight. She will miss having him and wishes him well. He has always been there for Ward 1 Residents. He is honest and direct and she values that. She thanked him for his service.

Councilor Worden stated that there are many engineers that look up to Steve Goodkind. He appreciates his years of service.

City Council President Shannon thanked Steve Goodkind for his work. She stated it is easy to pick on Public Works, but she has found working with him pleasurable. He has been responsive and direct. It is a difficult job and he has done it well.

Steve Goodkind stated when he came here 32 years ago he never imagined he would be here for that long. It was his dream job and he hopes that he is moving on to something better. It has been magic for him. He thanked everyone.

The motion passed unanimously.

5. Nathan Lavery, Chair, Public Works Commission, re: Annual Report to City Council – FY2013

Nate Lavery, Public Works Commission, congratulated Steve Goodkind and expressed his excitement for the new Director coming in. He offered to answer any questions.

Councilor Bushor stated that they should emphasize that there is a new service system in place. This is the opportunity that the public has to hear about important advances that departments have made. Funding of sidewalks is also an important topic that people she represents would like to hear about. Steve Goodkind, Public Works, stated a lot of people have heard about SeeClickFix, which is a system where a person can use their smart phone to request things from certain Departments. Public Works has so many facets that this was not a good option for them. They have instead implemented a more complex system that they have developed themselves. Eventually, they plan to interface their system with SeeClickFix so the public will be able to use it. It is currently 90% implemented, and they will be completing it over the next year. It will allow a person to lodge a complaint and view other complaints that have been submitted. It will also be used for performance reports. Sidewalks are the thing they get the most complaints about and have the least ability to deal with. They did some reports on this topic and it is tough to grapple with. They need to begin to address it.

Councilors Bushor and Knodell made a motion to waive the reading, accept the report and place it on file. The motion passed unanimously. Councilor Decelles was not at the table.

6. PUBLIC FORUM

City Council President Shannon opened the public forum at 7:43 p.m.

<u>Name</u>	<u>Ward/Affiliation</u>	<u>Subject</u>
Charles Simpson	Ward 6 Resident	Against F-35s
Edward Pais	Ward 6 Resident	Off Leash Workshop Group
Ben Cohen	Ward 6 Resident	Against F-35s
Corey Mallon	Ward 7 Resident/ VT Workers Center	Against F-35s
Ken Lawless	Ward 2 Resident	Against F-35s
Ashley Smith	Ward 7 Resident	Against F-35s

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Ray Tanguay	Ward 7 Resident/Air Force Association Charter 306	In favor of F-35s
Thomas Grace	Ward 1 Resident	Against F-35s
Paul Fleckenstein	Ward 3 Resident	Against F-35s
Tony Bell	Ward 4 Resident	In favor of F-35s
Steven Gould	Ward 7 Resident	In favor of F-35s
Martha Lang	Ward 1 Resident	59 Murray Street
Kurt Wright	Ward 4 Resident	In favor of F-35s
Ben Aleshire	Ward 3 Resident	Against F-35s & No Trespass Ordinance
Barbara Headrick	Ward 6 Resident	Issues with ZA-13-11
Peter Lackowski	Ward 1 Resident	Against F-35s
Jean Hopkins	Ward 1 Resident	Against F-35s
Peter Cook	Ward 5 Resident	Against F-35s
Susi Taylor	Ward 5 Resident	Against F-35s
Stuart Paton	Ward 1 Resident	Against F-35s
Michael Mahoney	Winooski Resident	Against F-35s
James Leas	S. Burlington Resident	Against F-35s
Katie Kirby	Winooski Resident	Against F-35s
Eileen Andreoli	Winooski Resident	Against F-35s
Bob Tudek	Starksboro Resident	Against F-35s
Jean Bluto	Winooski Resident	Against F-35s
Meaghan Emery	S. Burlington Resident	Against F-35s
David Ransom	Waterville Resident	Against F-35s
James Dumont	Bristol Resident	Against F-35s
Nicole Sitro	Essex Junction Resident	In favor of the F-35s

Councilor Paul suggested that they continue the public forum.

Councilor Hartnett stated that he is in favor of the original plan to end the public forum and return to it at the end of the meeting to allow them to complete their business.

Councilor Paul stated people are here now and wish to speak. She does not feel it is right to ask them to stay for what could be several hours. They will be here to do the meeting now or in a half an hour.

City Council President Shannon noted there are other people on their agenda who would have to wait if they continue the public forum.

Councilor Ayres stated this is the essence of the right to be heard in a democratic process. It is not too much to ask that they allow 32 more minutes for the speakers to be heard.

Councilor Blais stated no one is questioning the speakers' right to be heard. If people's feelings are sufficiently strong, they will stick around to be heard. This issue is important, but there is other business that they will need to attend to.

Councilor Decelles stated they sometimes get on their own soapbox and hear themselves speak. He spoke in favor of allowing the public to speak. It is unfortunate that others will have to wait, but perhaps this will force them to move more quickly later on.

Councilors Brennan and Paul made a motion to extend the public forum period to hear the remainder of the speakers.

Councilor Knodell stated that she will vote against the motion. It will realistically take 45 minutes to an hour to get to their business. They have heard a lot of good comments and eventually started hearing similar comments. They should get their business done efficiently and address the rest of the public forum as soon as possible.

City Council President Shannon recommended they suspend the public forum and put it at the end of the agenda.

The motion failed by a vote of 6-6 with Councilors Brennan, Paul, Ayres, Decelles, Tracy and Bushor voting in favor.

City Council President Shannon suspended the public forum at 8:53 p.m. and reconvened it after agenda item 17.5.

<u>Name</u>	<u>Ward/Affiliation</u>	<u>Subject</u>
Deborah Altemus	Williston Resident	Against F-35s
Richard Joseph	Winooski Resident	Against F-35s
Horace Shaw	Winooski Resident	Against F-35s
Rosanne Grecco	S. Burlington Resident	Against F-35s
Chris Hurd	Representing State Sen. David Zuckerman	Against F-35s
Carmine Sargent	S. Burlington Resident	Against F-35s
David Ross	Milton Resident	Against F-35s
Noal Kandel	Williston Resident	Against F-35s

Ben French	S. Burlington Resident	Against F-35s
Igor Zbitnoff	Winooski Resident	Against F-35s

There being no one further coming forward and no objection from the remaining Council, City Council President Shannon closed the public forum at 10:49 p.m.

7. CONSENT AGENDA

On a motion by Councilors Bushor and Knodell the consent agenda was unanimously adopted as amended thus taking the following actions as indicated:

- 7.01. COMMUNICATION: Lori Olberg, Licensing, Voting & Records Coordinator, re: Accountability List
*waive the reading, accept the communication and place it on file
- 7.02. RESOLUTION: Authorization of An Agreement with Switchback Brewery for the Acceptance of Waste at the Main Wastewater Treatment Plant
(Councilors Shannon, Bushor, Aubin, Knodell: Board of Finance)
*waive the reading and adopt the resolution
- 7.04. RESOLUTION: Authorizing License Agreement Between Prelco, Inc. and Church Street Marketplace for Access to Water for Public Drinking Fountain
(Councilors Shannon, Bushor, Aubin, Knodell: Board of Finance; Councilor Paul)
*waive the reading and adopt the resolution
- 7.05. RESOLUTION: Authorization to Enter into License Agreement for Stairs, Sunshades and Roof Overhang on a Portion of the City's Right-of-way with Burlington Housing Authority (Councilors Blais, Tracy, Ayres: License Committee)
*waive the reading and adopt the resolution
- 7.06. RESOLUTION: Authorization to Enter into License Agreement for Awning, Sign and Lamps Extending Over a Portion of the City's Right-of-way with Orange Leaf (Councilors Blais, Tracy, Ayres: License Committee)
*waive the reading and adopt the resolution
- 7.07. RESOLUTION: Authorization to Contract for Leddy Park Softball Field Renovation
(Councilors Shannon, Bushor, Aubin, Knodell: Board of Finance)
*waive the reading and adopt the resolution
- 7.08. COMMUNICATION: Jesse Bridges, Director, Department of Parks & Recreation, re: Leddy Park Softball Field Renovation Contract
*waive the reading, accept the communication and place it on file
- 7.09. RESOLUTION: Authorization to Execute Amendments to Cooperative Agreements With The State of Vermont for Church Street Marketplace Capital Improvement Projects (Councilors Shannon, Bushor, Aubin, Knodell: Board of Finance)
*waive the reading and adopt the resolution

7.10. COMMUNICATION: Guillermo Gomez, Public Works Engineer, Department of Public Works, Re: STP 5000 (16)-CA#0186 – Amendment #4; STP 5000 (17)-CA#0187 – Amendment #5; STP 5000 (19) – CA#0303 – Amendment #2

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

7.11. RESOLUTION: Creation of Regular Full Time Custodian I – Burlington Parks and Recreation Department (Councilors Shannon, Bushor, Aubin, Knodell: Board of Finance)

*waive the reading and adopt the resolution

7.12. RESOLUTION: Authorization for Land Purchases and Relocation Services (AIP-94) in Anticipation of AIP Grant Funds for Burlington International Airport (Councilors Shannon, Bushor, Aubin, Knodell: Board of Finance)

*waive the reading and adopt the resolution

7.13. RESOLUTION: Reclassification and Title Change of the Burlington Police Department Assistant to the Officer in Charge Position (Councilors Shannon, Bushor, Aubin, Knodell: Board of Finance)

*waive the reading and adopt the resolution

7.14. RESOLUTION: Authorization to Execute Amended Lease with Hangar Condo Association at Burlington International Airport (Councilors Shannon, Bushor, Aubin, Knodell: Board of Finance)

*waive the reading and adopt the resolution

7.15. RESOLUTION: Authorization to Settle Civil Actions Regarding Property Taxation at Burlington International Airport (Councilors Shannon, Bushor, Aubin, Knodell: Board of Finance)

*waive the reading and adopt the resolution

7.16. COMMUNICATION: Matt Conger, Member, Public Works Commission, re: Resignation
*waive the reading, accept the communication, place it on file, advertise the vacancy (already did) and send a letter of appreciation thanking Matt Conger for his time served as a member of the Public Works Commission)

7.17. COMMUNICATION: Jackie Gordon, re: F-35 planes

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

7.18. COMMUNICATION: Miro Weinberger, Acting As Duly Authorized Agent for the Burlington Community Development Corporation, re: Construction of the Champlain Parkway Land

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

7.19. COMMUNICATION: Karen B. Horn, Director, Public Policy and Advocacy, VLCT, re: 2013 VLCT Municipal and Legislative Service Awards

*waive the reading, accept the communication, place it on file and refer to the Mayor's Office for consideration

7.20. COMMUNICATION: Martha Lang, City Resident and Abutter, re: Proposal to Lease/Sell Ira Allen, Lease Taft School & Purchase/Renovate St. Joseph's (PF 7/15/13)

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

7.21. COMMUNICAITON: Martha R. Lang, Ph.D., re: Documents Not Properly Researched for School Building on Colchester Avenue

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

7.22. COMMUNICATION: Lori Olberg, Licensing, Voting & Records Coordinator & Amy Bovee, Executive Secretary, re: Draft Minutes, Regular City Council Meeting, December 3, 2012

*waive the reading, accept the communication, place it on file and adopt the minutes at the September 9, 2013 City Council Meeting

7.23. COMMUNICATION: Lori Olberg, Licensing, Voting & Records Coordinator & Amy Bovee, Executive Secretary, re: Draft Minutes, Adjourned City Council Meeting, December 17, 2012

*waive the reading, accept the communication, place it on file and adopt the minutes at the September 9, 2013 City Council Meeting

7.24. COMMUNICATION: Alan Matson, Chair, Board of Commissioners, Burlington School Board, Re: Real Estate Authorization

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

7.25. COMMUNICATION: The Off-Leash Work Group (OLWG), re: Off-Leash Work Group Findings

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

7.26. REPORT: Elisabeth Mickenberg, Chair, Board for Registration of Voters, re: Annual Report for 2013

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

7.27. SPECIAL EVENT OUTDOOR ENTERTAINMENT PERMIT APPLICATION (one day only):

Church and Main, 156 Church Street, August 11, 2013, 6 p.m. – 10 p.m., Charity event

*waive the reading, accept the communication, place it on file and ratify the one day only special event outdoor entertainment permit application for Church and Main

7.28. SPECIAL EVENT OUTDOOR ENTERTAINMENT PERMIT APPLICATION (Fris in August):

Monkey House, SEABA parking lot on Pine Street, 4 p.m. – 9 p.m., Community Food Truck Stop

*waive the reading, accept the communication, place it on file and ratify the special event outdoor entertainment permit application for Monkey House for 8/2 and 8/9; approve the special event outdoor entertainment permit application for Monkey House for 8/16, 8/23 and 8/30

7.29. SPECIAL EVENT INDOOR ENTERTAINMENT PERMIT APPLICATION (September only):

Pacific Rim, 161 Church Street, 10 p.m. – 2 a.m., DJ, dancing and amplified music

*waive the reading, accept the communication, place it on file and approve the special event indoor entertainment permit application for Pacific Rim for the following dates only: 9/4, 9/5, 9/6, 9/7, 9/11, 9/12, 9/13, 9/14, 9/18, 9/19, 9/20, 9/21, 9/25, 9/26, 9/27, 9/28; fees are waived for the month of September only

7.30. SPECIAL EVENT OUTDOOR ENTERTAINMENT PERMIT APPLICATION (one day only):

Seven Days, Friday, September 6, 5:00 p.m. – 10:00 p.m., front and right side only of Curtis

Lumber parking lot (permission granted by Curtis Lumber)

*waive the reading, accept the communication, place it on file and approve the one day only special event outdoor entertainment permit application for Seven Days

7.31. SPECIAL EVENT OUTDOOR ENTERTAINMENT PERMIT APPLICATION (3 days only):

South End Arts and Business District (SEABA), September 6-8, 2013, Friday: 5:00 p.m.- 10:00 p.m.; Saturday: 10:00 a.m. – 10:00 p.m.; Sunday: 11:00 a.m. – 4:00 p.m., various events/locations

*waive the reading, accept the communication, place it on file and approve the three day special event outdoor entertainment permit application for SEABA

7.32. COMMUNICATION: Karen Lafayette & Erhard Mahnke, Legislative Liaisons, re: 2013 Burlington Legislative Report

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

7.33. COMMUNICATION: Harry Chen, MD, Commissioner of Health, Department of Health, Environmental Health, re: Deputy Health Officer Appointment for Deborah Dalton

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

7.34. COMMUNICATION: Harry Chen, MD, Commissioner of Health, Department of Health, Environmental Health, re: Deputy Health Officer Appointment for Ita Meno

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

7.35. COMMUNICATION: Harry Chen, MD, Commissioner of Health Department of Health, Environmental Health, re: Deputy Health Officer Appointment for Matthew Perry

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

8. PUBLIC COMMENT ON WARD REDISTRICTING

City Council President Shannon opened the public comment on Ward Redistricting. There being no one coming forward and no objection from the remaining Council, City Council President Shannon closed the public comment.

9. REPORT: Jeff Nick, Chair, Church Street Marketplace Commission, re: Church Street Marketplace Annual Report, FY 13

Ron Redmond, Church Street Marketplace Director, stated that they have a very committed Marketplace Commission. There was a brief report included in the packet outlining key events. The most important was the capital improvements that have occurred over the last ten years. The Marketplace has transformed in that time. They also outlined their negative fund balance that they are in the process of addressing. The intention is to pay it off in two years and then begin a capital reserve. Over a period of time, they will build \$200,000 to cover unexpected expenses. They may also use that money for additional capital improvements.

Phil Merrick, Church Street Marketplace Commissioner, stated that he has seen tension between the private/public issue with the Marketplace. Businesses have tried to control it more for business purposes; there has been pushback from the community that the street belongs to them. The businesses are paying for things that other business owners do not have to pay in other parts of town. This is something to be aware of as these are going to be real issues in the next few years.

Mr. Redmond stated that they would love to invite each Councilor to spend time on the Marketplace and understand what they do. They recently had a round table with some business owners and Matt Young, the Street Outreach Coordinator, to discuss what they do. The Marketplace is a public street. There have been hundreds non-profits who have taken advantage of their tabling program. They have vigils, rallies and protests on a regular basis. They have non-profit solicitors on the street. There is always a lot happening. There are 200 street performers and 20 cart owners who make their livelihood by serving food on the street. They are both a public street and a community center. There are also about 25 free events that happen each year.

Councilor Tracy inquired how many local versus national businesses are on the Marketplace. Mr. Redmond stated that is a misconception that they constantly have to address. Most of the businesses on Church Street are locally owned, but the businesses in Burlington Town Center are mostly nationally owned. It is about a 70/30 split. The national stores have a large footprint which gives the impression that there are more of them than there are. They also have found that local retailers like having some national businesses on the street because their marketing power draws people in. Local businesses are then discovered. Councilor Tracy inquired what the largest challenge the Marketplace faces in staying competitive with large shopping areas in neighboring communities and how they plan to address them. Mr. Redmond stated the biggest thing they have to contend with is competition on a private setting with private parking and easy freeway access. However, they play to their strengths, which are a wonderful downtown, a lake, and a great university. They promote the experience of being downtown. There is a lot of diversity on Church Street. They create a festive atmosphere with street performers, food carts, sidewalk cafes and other things that people can enjoy. There are not many places that you can see so many people that live in Vermont in public. Buddy Singh, Church Street Marketplace Commissioner, stated that the merchants and restaurateurs would say that safety and security is a barrier in a lot of sense because of behavior on the street. There is a perception that it affects their businesses. It is brought up in almost every meeting. The Street Outreach Team and the Police Chief do an unbelievable job but there are 3.2 million visitors on the street each year.

Councilor Brennan stated that he would like to hear more about safety and public vs. private businesses. He was recently on Church Street and there was a lot of activity. There are corridors for public access but he noticed someone in a wheelchair having a difficult time maneuvering through the street. There are times when it seems that they have encroached a little too far. Mr. Redmond stated it does get crowded and they are challenged to keep a 12 foot fire lane open through the center of the street and a 9 foot right of way. During the Festival of Fools there were some blind individuals who were stranded on Church Street. During events like that, they need to hire Police Officers to keep the right of way clear because it is hard for people to get through. They have a lot of people who have accessibility issues and they have to stay on top of that. He encouraged them to get in touch with him if they see something that does not look right. They rely on people helping them to see these issues. Councilor Brennan stated that he appreciated this and there are a lot of people and merchants. He wonders if the right of way size is set at the right number. When they look at bars, there are certain national standards used, and inquired if there is a similar standard that should be applied to Church Street. Mr. Redmond inquired if he is specifically concerned about the café areas. Councilor Brennan stated he walked from the end of Church Street to City Hall and he found it difficult to maneuver through. He saw someone in a wheelchair who was struggling. Mr. Merrick stated there are a lot of people setting up sidewalk sales that are taking up more space than they are supposed to. There is access down the middle if needed. Councilor Brennan stated that he was walking down the middle.

Councilor Bushor stated she sees affordability missing from their list of stores. Two of the more affordable stores, J.C. Penny and Old Navy, have left. She inquired if they consider that as they try to attract businesses. A lot of people cannot afford to buy things on the street. Mr. Singh stated most of the storefronts are owned privately. The market will dictate how they will split up their storefronts. They will provide support as they can to fill any vacancies. That is a priority for them and the landlords. There have

been a lot of storefronts split to have smaller, boutique-like places. That reflects what can survive and thrive on the marketplace. As much as they would like to see certain types of businesses, they cannot always control that. Vacancies are coming and going quickly because people want to be on the street. Mr. Merrick stated he does not know why Old Navy moved but he assumes it was because they had lower rent or better traffic in their new location. When they are selling a less expensive product, they need to sell more of it and may need lower rent. They do not typically discuss these issues because they do not own any of this property. Individual property owners are the ones negotiating leases with prospective tenants. Inexpensive products are usually national chains and brands. There may be some stores that would be interested. Councilor Bushor suggested that CEDO and the Marketplace may be able to work together to see what is missing and consider ways to address the affordability issue. She understands they do not own the property but hopes that affordability is always in the mix and a topic of discussion. They should reach as many community members as possible. Church Street is great and she would like to make it better.

Councilor Worden inquired about stores on the second floor. There are accessibility issues there but many of the second floors are vacant. He inquired if there is anything that the commission can do to engage the upper floors. Mr. Redmond stated there was mention about vacant space on second floors in planBTV. There are two properties, one above Halvorson's and one above the UVM Catamount Store, with a significant amount of space. They attempted to do a grant, but the landlord above Halvorson's elected not to do anything at that time. There have been potential opportunities for the building with the Catamount Store, but the property owner is still on the fence about it. There is someone who would like to build condominiums in that area. In many cases, it comes down to the landlord. They have been bringing them ideas and funding sources, but have not been successful so far. There have been other areas that they have had more success with. Mr. Singh stated they would love more businesses, signage and activity on the street.

Councilors Worden and Ayres made a motion to waive the reading, accept the report and place it on file. The motion passed unanimously.

10. REPORT: Jake Perkins, Burlington Fire Commission, Chair, re: 2013 Annual Report of the Burlington Fire Commission to the Burlington City Council

Kevin McLaughlin stated that he is the Vice Chair of the Fire Commission and Jake Perkins is their new Chair. The Fire Department responded to 7,162 emergency calls. Of those, approximately 4,399 were for emergency medical service. This was a 2% increase in call volume over last year and a 22% increase over the last 6 years. In the last year, four members with over 20 years of service retired. This included the retirement of the Fire Marshal with the Assistant being promoted to Fire Marshal, Battalion Chief. The Department remains at an authorized strength of 79 members. When Chief Lasker became a fire fighter in 1989, they were authorized 82 members. In the past year, the Department launched a Comprehensive Emergency Medical Quality Assurance-Quality Control Improvement Program with the goal of enhancing the level of service that they provide. They will identify areas of needed growth and build upon areas of success. The Fire Department continues to be successful in obtaining grant funding. This year they received \$77,119.70 to enhance communication capabilities by replacing portable radios and base stations. In 2012, they met the Federal Narrow banding mandate two months early with the completion of their radio equipment upgrades and programming. In the aftermath of Hurricane Sandy, they deployed four members with equipment to Southern Vermont. Eight members went to New York City to aid in their recovery. They are committed to providing emergency response within three minutes of receipt of the alarm and to provide an ambulance within 3.2 minutes of receipt of a call.

Councilor Brennan thanked them for their service and dedication. Making that three minute mark is not an easy task, but the employees step up to make that happen. Mr. McLaughlin stated the three minute response time is very important because a lot can happen in a short time.

Councilors Bushor and Brennan made a motion to waive the reading, accept the report and place it on file. The motion passed unanimously.

11. REPORT: Jerome F. O'Neill, Chair, Board of Police Commissioners, re: Annual Report of the Burlington Police Commission to the Burlington City Council June 2012 through May 2013

Jerry O'Neill, Chair of the Police Commission, stated that the Department has a number of programs that people may not be aware of. One is the Rapid Intervention Program for low level offenders. This is an effort to take low level offenders and not have them go into the system. They are also working to reduce violence against women and children. This has made a tremendous difference in the prosecution of sexual offenses. Drug level interdiction is a major problem in Burlington. There are great flows of drugs that ebb and flow. The Department has implemented computer software that was developed by the Department. There are 14 primary law enforcement agencies and over 50 secondary enforcement agencies that have purchased the software. It puts all information about a case in one place and sends it to the prosecuting and defense attorneys. There is a tremendous cost savings as a result of this program.

Councilor Tracy stated that the Department is constantly doing new things. He is excited about the City-wide safety survey that will be going out to residents. He inquired about the efforts to train officers about racial profiling awareness. He also inquired about efforts to recruit and retain people of color on the force. Mr. O'Neill stated that there has been a constant effort to recruit people of color. It is a battle to get people to decide they want to join the Police Department. Burlington works very hard at it and recruits in every way they can think of. They have been successful in recruiting women in the Police Department. Other minorities have been harder to recruit, but they have worked hard at it. Increasing diversity is a key top item. The difficult part is that the Department gets a lot of applicants each year. They then screen the applicants and they have to choose people based on their capabilities. Police Chief Michael Schirling stated that their recruitment efforts have included going to larger urban areas with more diverse populations. They have had the most success recruiting diverse, multiethnic people when they build relationships with people in that community. People then act as recruiters themselves. They have a ten year long strategy which begins with trying to recruit the right people. They have members of the community sit on hiring panels. They train supervisors in bias free operations. When they talk about reducing incidences of racial profiling, they talk about in terms of mitigating biases in their operations. All humans bring biases to any interaction that they have. The starting point is to recognize the biases that they bring and mitigate their impact on their decision making process. Beyond this, they include a section called cultural competency and diversity. They focus on everything from white privilege to micro inequity. They have worked with two University of Vermont professors to conduct these trainings. He stated that constant community engagement is important to what they do. That has been primarily through Uncommon Alliance. As that is reconstituted, he has had conversations with leaders in the community of color about drug enforcement efforts and the best way to do that sensitively and appropriately.

Councilor Brennan thanked them for their report. He was a victim of a violent crime in the last year and the efforts of the Police through that time were excellent. He feels that their work on bias based police forcing should be included in their report. That is something crucial that they are working on because they have a community that is changing. It is important that this work is noted and that people can find that information. When they need to make corrections in their activity they should be transparent about it. Today there was a ruling that the stop and frisk rule in New York City was not constitutional. He requested they report the number of citizen complaints about the behavior of officers. His experience was very positive, but he does not know if that is the same for everyone. Their line of business is one where there is always confrontation but it is important to be transparent. He requested they include information about traffic stops by race in their report. He would like to have a better understanding of that as their demographics change. They do have a great police force but there is always room for improvement. Mr. O'Neill stated that he will try to remember to ask the Council what information they would like to see

before they draft next year's report. Chief Schirling stated that he give an annual report to the Commission about citizen complaints, the trends and the outcomes. Mr. O'Neill stated the number of citizen complaints is tiny. They do want to understand this.

Councilor Blais inquired if the notion of regional dispatching is still being considered. Chief Schirling stated that it has no current momentum or traffic on that plan. He does believe regional policing is in the future of Chittenden County. It makes sense but it is very difficult to get momentum on it. Councilor Blais inquired about regionalization of dispatching services. Chief Schirling stated it makes sense but it is a question of who would own it and who wants to give up the autonomy of their communication services. One challenge is that there are 13 or 14 disparate collective bargaining units. Another is that in smaller agencies, many dispatchers serve as records clerks or greeters at the front desk. These are complexities they would have to get around, and without a crisis or financial imperative, they have not had success. They considered it in 2006.

Councilor Decelles stated that this conversation seems to be based on philosophy. He gets frustrated when he sees people going to the bathroom outside of City Hall and putting graffiti on the building. There are people drinking beer in City Hall Park; normal people do not walk through there because of their perception that it is not safe. When they come to Church Street on a weekend, it is a joyous place but early in the morning, there are people sleeping in doorways and sidewalks. Resources are tight but he gets frustrated about solving those problems. Few people feel safe walking through City Hall Park. It is nice to talk about broader issues but there are other issues today that they need to address.

Mayor Weinberger thanked them for their report. He noted that one of the major focuses in the summer of 2012 was City Hall Park. There was an innovative effort involving multiple departments and the number of calls went down substantially. There certainly are issues but the force is responsive and working on them. He received a communication after he reached out to the father of two children who were pepper sprayed during an incident in the Park; he read the communication aloud. Chief Schirling was away during this incident and the Deputy Chief did a great job responding to the incident.

Councilors Bushor and Decelles made a motion to waive the reading, accept the report and place it on file. The motion passed unanimously.

12. PRESENTATION: Mark Larson, Commissioner of the Department of Vermont Health Access, re: Vermont Health Connect (15 mins.)

City Council President Shannon stated that she felt this presentation would be helpful for Councilors if constituents raise questions about this issue.

Mark Larson handed out informational materials to the Council. Vermont Health Connect will influence many Burlington Residents including individuals and small businesses. This will be a new way for Vermonters to access health insurance plans and choose one that fits their needs and budget. This is an important part of Vermont's effort to implement federal healthcare law. Vermonters will be able to access public and private health plans and view them side by side. They will then be able to select one that fits best with their budgets. For individuals accessing health coverage independently they will be able to access financial help. They will be able to view plans beginning January 1. There is also a calculator that will allow them to estimate their premiums based on the available plans. The plans all offer the same quality benefits such as doctor's visits, hospitals stays, preventative care and prescription coverage. There is no guesswork about what is covered. When comparing premiums they will not need to worry about what each plan includes. There will be plans offered through Blue Cross Blue Shield and MVP. There will also be stand-alone dental plans offered through Delta Dental. The plans will be sorted with different packages with different amounts of premiums and copays. There will also be plans for HSAs and HRAs for employers who provide high deductible plans with matching packages of HRAs and HASs to help

their employees pay for coverage. Finding coverage, particularly affordable coverage, is difficult, especially for those who purchase as individuals. Big changes are coming in healthcare that will influence individuals and in small group markets. They are very excited to be on track for a successful implementation in October. There will be an open enrollment period from October through March.

Councilor Bushor stated that she heard on the news that the State is rolling this out and is trying to make information available. She inquired what is going on around the State. Many people she represents do not use email or social media. She inquired how that population would be engaged. Mr. Larson stated that they will be working to help prepare Vermonters to use Vermont Health Connect. They are putting information online and it is available by phone and in person. A person could enroll online and with assistance by phone. They have contracted with 18 Vermont organizations to be navigators and have trained 200 individual navigators who will be able to sit down with people in different communities around the State to work through the process. People can still use a paper application if they want. They have had public forums throughout Vermont and navigator organizations will be holding more. They will also be advertising on TV and Radio about where people can find more information. They are trying to be comprehensive in their outreach efforts. Councilor Bushor inquired if this information will be sent to hospitals and doctor's offices. Mr. Larson stated that they are working with healthcare providers around the state. They are providing training to people who work in healthcare settings and help people enroll in coverage. They will know how to access the information they will need.

Mayor Weinberger thanked him for his work on this issue. This a big transition that they will be going through. He encouraged him to think of the Council and Administration as another tool to get them through the transition. The networks they have created will be important in getting information out.

Councilor Brennan inquired if the Governor is still moving towards a single payer system and if so when would it come into play. Mr. Larson stated that they are thinking of their healthcare goals in four areas: universal coverage, controlling the cost of healthcare, making the way they pay for healthcare more fair and equitable and improving the health of Vermonters. The work they are doing now will move them towards those goals, but will not accomplish them. They are fully committed to a publically financed and universal health system by 2017. They are making good progress towards that goal.

13. ORDINANCE: COMPREHENSIVE DEVELOPMENT ORDINANCE—Adaptive Reuse and Residential Bonuses ZA 13-11 (Planning Department, Planning Commission)(1st reading)(Proposed action: consider this 1st reading and refer it to the Ordinance Committee)

Councilors Mason and Paul made a motion to consider this first reading and refer it to the Ordinance Committee.

City Council President Shannon stated that she had removed this from the consent agenda because she finds it helpful for the Council to give their input before the Ordinance Committee does their deliberations.

Councilor Bushor stated that a resident spoke about this ordinance. It would be helpful to have her comments sent to the Ordinance Committee so she can be notified when this is addressed.

Councilor Worden stated that the resident had comments about the format of the document but also about the substantive changes. It would be helpful for the Committee to have that information.

The motion passed unanimously.

- 13.01. COMMUNICATION: David E. White, AICP, Director of Planning & Zoning, re:
Proposed Zoning Amendment (ZA-13-11)

Councilors Mason and Paul made a motion to waive the reading, accept the communication and place it on file. The motion passed unanimously.

14. ORDINANCE: COMPREHENSIVE DEVELOPMENT ORDINANCE—Historic Building Materials ZA 13-12 (Planning Department, Planning Commission)(1st reading)(Proposed action: consider this 1st reading and refer it to the Ordinance Committee)

Councilors Mason and Bushor made a motion to consider this first reading and refer it to the Ordinance Committee.

Councilor Tracy inquired if this would allow for the use of concrete sideboard on a property. Councilor Mason stated that is his understanding, but they will discuss it further at the Committee. Councilor Tracy stated he feels that it is helpful to be able to have that flexibility because it provides efficiency in maintenance and heating and cooling costs.

The motion passed unanimously.

- 14.01. COMMUNICATION: David E. White, AICP, Director of Planning & Zoning, re:
Proposed Zoning Amendment (ZA-13-12)

Councilors Mason and Bushor made a motion to waive the reading, accept the communication and place it on file. The motion passed unanimously.

15. RESOLUTION: Reorganization Burlington Telecom – Reclassification and Title Change of Burlington Telecom Network Operations Supervisor to Division Manager of Technical Operations and Commercial Sales; and Title Change for Division Manager of Regulatory Affairs, Outside Plant, and Technical Assistance to Division Manager of Regulatory Affairs, Outside Plant, and Forward Planning (Councilors Shannon, Bushor, Aubin, Knodell: Board of Finance)

Councilors Knodell and Tracy made a motion to waive the reading and adopt the resolution.

Councilor Knodell stated that this was discussed at the Board of Finance. It involves upgrading one position and changing the responsibilities of another position. One position will be filled by a current BT employee and they will be recruiting for the other position. The reason is to ensure that BT is prepared to maintain service and felt they needed more technical expertise on staff. They will be spending more on salaries but they will fund it by reducing other items in the budget.

The motion passed unanimously.

16. RESOLUTION: Convening of A Summit to Discuss the Underfunding of the City's Pension Plan and to Explore Options to Address Unfunded Liability (Councilors Blais, Mason, Paul, Aubin, Ayres, Shannon, Worden)

Councilors Mason and Paul made a motion to waive the reading and adopt the resolution.

Councilor Mason stated that this is a real issue they will have to grapple with. He thanked those who worked on this resolution. He is optimistic that this will be a first step to discuss the size of the unfunded liability and addressing potential solutions. This is a complicated process that will require buy in from the Council, Administration, the public and the unions themselves. This will be a first step at getting people together to figure out how to move forward.

Councilor Bushor stated one topic that came up during the recent election was the City's pension plan and how to deal with it. She wishes this had come from the entire Council. She inquired about the makeup of the summit as there are only two non-employees. She felt the makeup could have been broader.

Councilor Knodell requested the current version of the resolution.

Councilor Mason stated that the original resolution laid out membership of the summit. They ran into legal issues with labor violations, so they do not identify who will be on the Committee in the resolution. It will be up to the Mayor to appoint people. It does identify constituent groups that it has been asked to present its proposed agenda to.

Councilor Bushor stated that she is concerned that she does not have the correct resolution. There was a problem disseminating the resolution to the full Council. Councilor Knodell requested they hand out a paper copy of the resolution to the Council. Councilor Mason stated that this is not time sensitive and could be addressed at the next meeting.

Councilors Mason and Knodell made a motion to postpone action on this item until after the public forum.

Councilor Paul stated that the corrections are small and inquired why they could not address this at this time. Councilor Mason stated they can talk about it after public forum.

The motion to postpone action until after the public forum passed unanimously.

Councilor Knodell stated that the idea is that there would be a retirement summit that would be a one day event. They would hope to draw attention from the public and do a lot of education. Following the summit, there would be discussions about possible solutions that they could implement. Councilor Mason stated that is correct.

Councilor Hartnett stated that a resolution of this magnitude regarding the pension fund could have been rolled out differently with all of the City Councilors on board as sponsors. This is not an issue of political partisanship. He supports the resolution.

Councilor Paul stated that everyone did have a copy of this resolution when it was posted online on Thursday. She has asked to be a cosponsor of resolutions that were posted online in the past. Anyone could have done that with this resolution.

The motion passed unanimously.

17. RESOLUTION: Adoption of Council Priorities for 2013 – 2014 Council Year (Councilors Shannon, Knodell, Ayres, Paul)

Councilors Knodell and Tracy made a motion to waive the reading and adopt the resolution.

Councilor Knodell stated that the Council had a retreat earlier in the summit and they had discussed what the Council's priorities for the year should be. They arrived at consensus around three broad priorities –

restoring the fiscal health of the City, improving the quality of life in neighborhoods and improving the environment and addressing climate change. The resolution has the City Council President appoint a committee to work on moving these priorities forward.

City Council President Shannon stated that it was suggested that the resolution will only be adopted if they have support from 2/3 of the members of the Council.

Councilor Brennan stated that he had some priorities that were more specific such as discussing the F-35s. However, as they broaden the topics they have chosen, he feels there will be room to discuss more specific issues.

City Council President Shannon stated the subcommittee will not be debating the topics but coming up with a process for moving them forward.

The motion passed unanimously.

17.5. (was 7.21.) COMMUNICATION: Martha R. Lang, Ph.D., re: Documents Not Properly Researched for School Building on Colchester Avenue

Councilors Bushor and Brennan made a motion to waive the reading, accept the communication and place it on file.

Councilor Bushor stated that this was addressed to the City Council and raised some specific questions. She did not know if the School Board knew about this but she would like them to be prepared to respond to the questions. She did not feel she had the right to refer this to the School Board or Superintendent but inquired if the Council would like to do that.

City Council President Shannon asked Martha Lang if she had raised these questions with the School Board. Martha Lang, Ward 1 Resident, stated that they were the first group she presented the documents to. She was happy to share any information that she has with anyone in the City.

Councilors Bushor and Brennan made a motion to refer this packet to the School Board with a response when they present to the Council.

The motion passed unanimously.

Councilors Brennan and Ayres made a motion to suspend the rules and extend the meeting to complete the agenda. The motion passed by a vote of 11-1 with Councilor Decelles voting against.

18. COMMITTEE REPORTS (5 mins.)

Councilor Knodell stated that the Public Safety Committee was meeting with the Police Chief to discuss the status of enforcement under the No-Trespass Ordinance on the Church Street Marketplace, his thinking on the assault weapons ban and illegal drug trafficking in the City.

Councilor Worden stated that the Human Resources and Institutions Committee would be meeting. The Community Development and Neighborhood Revitalization Committee would be meeting as well. At their last meeting they had an engaging conversation with representatives from the various institutions as well as neighbors about revitalizing neighborhoods around downtown.

Councilor Mason stated that the Ordinance Committee would be meeting to continue its discussion on the livable wage.

Councilor Paul stated that the Parks Arts and Culture Committee would be meeting to discuss the Public Investment Action Plan. The RFP has come out and groups of people are working on responses. The Parks Foundation will be coming to the Council with a resolution and MOU with the City.

Councilor Blais stated that the License Committee would be meeting to explore the distinction between restaurants and cabarets. They have invited the Police and Fire Departments as well as First Class Liquor License Holders to discuss whether or not there should be changes.

City Council President Shannon stated that at the Council Retreat they agreed to follow up on issues with the Council agenda and deadlines. They have had a few meetings with the Administration and the proposal is to look at the many things they do by resolution and consider moving those issues forward without resolutions and move them forward by motion. They would still have a record of actions taken. They are concerned about search ability to find what they have done which is not always easy now. The other consideration is moving forward with some software as the paperless agenda has been challenging. They are looking into the software that the School Board is using and will consider other options. The Council received an invitation from Llu Mulvaney-Stanak to participate in the annual fire truck pull.

19. COMMUNICATION: City Councilors, re: General City Affairs (oral)(10 mins.)

Councilor Ayres stated that he can accept responsibility for the huge turnout there was this evening because he put forward a resolution last week and then withdrew it. He thanked those who came out to speak on the issue and felt that it was an important dialogue.

20. COMMUNICATION: Mayor Weinberger, re: General City Affairs (oral)(5 mins.)

Mayor Weinberger stated that they should have received monthly financial statements for the City of Burlington. This is the first time in memory that they have produced this statement. They will be produced on a monthly basis.

They have considerably more to do with pedestrian infrastructure. There have been some exciting investments including the new midblock crossing on Main Street. It has made the crossing there safer. There is also a pilot project going on at the Pearl/Colchester/Prospect intersection. He has received some positive feedback from citizens that appreciate the City's efforts to address that intersection. There will be an attempt to make crossing Pine Street safer in the coming months with the addition of rapid flashing beacons and with new signalization at the Lakeside/Pine intersection.

He took a tour of Lakeview Cemetery with someone who knew a lot about it. It is a wonderful resource.

The City has a longstanding sister city relationship with Yaroslavl, a City of about 700,000 people on the outskirts of Moscow. He has received a number of communications asking him to reexamine that relationship in light of the anti-gay comments and policies made by the national government in Moscow. They are still researching what their options are as a City. He finds the comments and policies reprehensible and offensive and contrary to values that are held in Burlington. It is not clear to him that the best response is to end this longstanding relationship that has been a bridge for cultural communication for decades. He takes seriously that they should do something but they are not clear that is the right response. He and his Administration have been one of the few outspoken voices in opposition to the Putin. It is a complex situation.

Legal cases regarding Burlington Telecom and the CitiBank lawsuits were continuing. There will be a hearing in which CitiBank's motion to have Burlington Telecom moved into a receivership is going to be discussed. They have been preparing for this and will have a strong argument.

The “We All Belong Program” and the City’s AmeriCorps program received a \$250,000 renewal grant. They will continue the City’s efforts to support local non-profits and City Departments with AmeriCorps volunteers.

The Festival of Fools had a breakthrough year. There were unprecedented crowds throughout the weekends. There were reports that merchants saw a significant increase in foot traffic. There was a new event with the Block Party on St. Paul Street. It was an exciting year for the festival. This is a marquis event of Burlington City Arts.

The City of Burlington was listed as the Number Two great place to live in America according to Kiplinger’s Personal Finance. It was rewarding to see the reasons listed included the Church Street Marketplace and its sustained strength, the magnet schools and the growing creative economy. They were off by one in their designation but it was a nice recognition of where the City is at.

21. ADJOURNMENT

Without objection, City Council President Shannon adjourned the Regular City Council Meeting at 11:12 p.m.

Attest:

Lori Olberg, Licensing, Voting & Records Coordinator & Amy Bovee, Executive Secretary

CITY COUNCIL WITH MAYOR PRESIDING

MONDAY, AUGUST 12, 2013

11:12 P.M.

PRESENT: see above

ABSENT: Councilor Decelles departed at 10:30 p.m.

MAYOR WEINBERGER PRESIDING:

1. AGENDA

On a motion by City Council President Shannon the agenda was adopted as is.

2. CONSENT AGENDA

On a motion by Councilors Bushor and Knodell the consent agenda was unanimously adopted thus taking the following actions as indicated:

2.01. COMMUNICATION: Clerk/Treasurer’s Office, re: Openings Burlington City Commissions/Boards (1st notice)

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

2.02. COMMUNICATION: Clerk/Treasurer’s Office, re: Openings Burlington City Commissions/Boards (2nd notice)

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

3. APPOINTMENT: Design Advisory Board, Alternate (Term expires 6/30/14)

City Council President Shannon nominated Jeremy Gates. Jeremy Gates was appointed unanimously as an Alternate Member of the Design Advisory Board.

4. APPOINTMENT: Board of Tax Appeals (Term expires 6/30/15)

City Council President Shannon nominated Brian Martin. Brian Martin was appointed unanimously as Member of the Board of Tax Appeals.

5. ADJOURNMENT

Without objection, Mayor Weinberger adjourned the City Council With Mayor Presiding Meeting at 11:14 p.m.

Attest:

Lori Olberg, Licensing, Voting & Records Coordinator & Amy Bovee, Executive Secretary

DRAFT

DELIBERATIVE AGENDA

LOCAL CONTROL COMMISSION
CONTOIS AUDITORIUM, CITY HALL
MONDAY, SEPTEMBER 9, 2013
7:04 P.M.

PRESENT: City Council President Shannon; Commissioners Bushor, Worden, Knodell, Tracy, Brennan, Siegel, Aubin, Hartnett, Mason, Blais, Paul, Ayes and Decelles

CITY ATTORNEY'S OFFICE: Eileen Blackwood

CLERK/TREASURER'S OFFICE: Bob Rusten, Rich Goodwin and Lori Olberg

CITY COUNCIL PRESIDENT SHANNON PRESIDING:

1. AGENDA

On a motion by Commissioners Blais and Aubin the agenda was unanimously adopted as amended as follows: note name change for agenda item 4. **SECOND CLASS STORE LIQUOR LICENSE APPLICATION (2013-2014): Lola's Variety Store, Inc.**, 41 King Street (aka 39 King Street).

Commissioner Bushor noted there was a name change for agenda item 4.

2. CONSENT AGENDA

On a motion by Commissioners Blais and Tracy the consent agenda was unanimously adopted thus taking the following actions as indicated:

2.01. ONE HOUR EXTENSION OF OUTSIDE CONSUMPTION HOURS (2013-2014):

Sweetwaters, 120 Church Street, extend to 2 a.m. everyday

*waive the reading, accept the communication, place it on file and approve the one hour extension of the outside consumption hours for Sweetwaters, 2 a.m. everyday

2.02. ONE DAY ONLY OUTSIDE CONSUMPTION PERMIT EXPANSION:

Scuffer Steak and Ale House, 148 Church Street, Thursday, September 19, 2013, Pumpkin Carving Contest featuring 6 pumpkin beers/25 artists, rescue shelter benefit: Potter's Angels

*waive the reading, accept the communication, place it on file and approve the one day only outside consumption permit expansion for the Scuffer Steak and Ale House

2.03. FIRST CLASS LIQUOR LICENSE RENEWAL (2013-2014): Boloco, 92 Church Street

*waive the reading, accept the communication, place it on file and approve the 2013-2014 First Class Liquor License Renewal for Boloco with all standard conditions

2.04. OUTSIDE CONSUMPTION PERMIT RENEWAL (2013-2014): Boloco, 92 Church St.

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

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

Penny Cluse Café, Inc., d/b/a Lucky Next Door, 163 Cherry Street

Commissioners Blais and Ayres made a motion to approve the first class restaurant liquor license application for Lucky Next Door.

Commissioner Bushor inquired what the hours of operation will be. Commissioner Blais stated that the hours will be 7:00 a.m. to 9:00 p.m. This applies to the location next door to Penny Cluse Cafe.

4. SECOND CLASS STORE LIQUOR LICENSE APPLICATION (2013-2014):

Lola's Variety Store, Inc., 41 King Street (aka 39 King Street)

Commissioners Blais and Ayres made a motion to approve the second class store liquor license application Lola's Variety Store.

Commissioner Blais stated that the hours of operation will be from 7:30 a.m. to 10:00 p.m.

The motion passed unanimously.

5. ADJOURNMENT

Without objection, City Council President Shannon adjourned the Local Control Commission at 7:08 p.m.

Attest:

Lori Olberg, Licensing, Voting & Records Coordinator and Amy Bovee, Executive Secretary

REGULAR MEETING, CITY COUNCIL
MONDAY, SEPTEMBER 9, 2013
7:08 P.M.

PRESENT: see above

CITY COUNCIL PRESIDENT SHANNON PRESIDING:

1. AGENDA

On a motion by Councilors Mason and Bushor the agenda was unanimously adopted as amended as follows: note **proposed** amendment to agenda item 8. RESOLUTION: Authorization to Enter into Memorandum of Understanding with The Parks Foundation of Burlington (Councilors Paul, Brennan, Aubin: Parks, Arts & Culture Committee).

Councilor Siegel requested consent agenda items 5.13. COMMUNICATION: Mayor Miro Weinberger, re: IBM Smarter Cities Challenge – Burlington Report, 5.28. COMMUNICATION: Hugo, re: Night time runners and 5.49. COMMUNICATION: World Health Organization, JRC European Commission, re: PF 8/12/13: Burden of disease from environmental noise be removed and placed on the deliberative agenda. City Council President Shannon stated that these would be agenda items 8.1, 8.2 and 8.3.

2. TOBACCO LICENSE APPLICATION (2013-2014):

Lola's Market, 41 King Street (aka 39 King Street)

Councilors Blais and Ayres made a motion to approve the tobacco license application for Lola's Market. The motion passed unanimously.

3. PUBLIC HEARINGS: BURLINGTON COMPREHENSIVE DEVELOPMENT ORDINANCES

- Proposed Amendment ZA-13-07-50% Residential Limitation
- Proposed Amendment ZA-13-10-Accessory Dwelling Units

City Council President Shannon opened the public hearings at 7:12 p.m.

Councilor Mason stated that the first proposed amendment is ZA-13-07 which eliminates the 50% limitation for residential use in the Downtown and Downtown Waterfront Districts. It also eliminates the 75% gross floor area maximum office use in the downtown waterfront district. The amendment will affect the potential for housing development in the downtown of the City. The other amendment is ZA-13-10 which deals with accessory dwelling units. The amendment is intended to encourage the creation of accessory dwelling units by reducing the required on-site parking, clarifying the treatment of density calculations and incorporating a deed restriction. The Ordinance Committee held hearings on each of these amendments. They heard positive testimony from Planning and Zoning, CEDO, the BBA and a private developer in regards to ZA-13-07. They heard testimony that the requirement makes building difficult and has a chilling effect. They also received a communication from the Mayor's office about the inability to obtain federal financing with the requirement. This was a big piece of planBTV and was passed unanimously by the Planning Commission and the Ordinance Committee. They heard limited testimony on ZA-13-10. The Ordinance Committee made minor changes to the deed restriction requirements.

David White, Planning and Zoning Director, stated that it was necessary to allow the creation of new housing to address local and regional housing shortages. There was a less than 2% vacancy rate for housing. It was also needed to support economic development, job creation and growth of the City's grand list. By achieving a greater balance between jobs and housing in the area, they can have a positive impact on traffic congestion, reducing fuel consumption, vehicle miles travelled, parking demand, emissions, travel time, housing affordability and supporting existing and expanding retail and office uses. Accessory dwelling units of this type are required by Statute to be included in the ordinance. They are limited to efficiency or one bedroom units for no more than two occupants within an owner occupied use. The changes are clarification of wording regarding the size limitation, density calculation, and the deed recording requirement. There is also a reduction of the parking space requirement from one space to two. This eliminates the option for a waiver.

Councilor Bushor inquired if the limitation of two occupants is two adult occupants. Mr. White stated that is correct. City Council President Shannon inquired if that is specified. Mr. White stated it is.

No members of the public came forward to speak.

Councilor Worden inquired how the owner occupied requirement of accessory dwelling units will be enforced. He understands that there is a deed restriction and that they cannot have a Certificate of Occupancy unless that has been filed and they meet the requirements. There are many homes that are occupied without an Occupancy Permit. The only way he knows that this can be enforced is at the time of sale. He inquired if there are other ways that can be enforced. Mr. White stated it could be enforced if someone made a complaint to Code Enforcement. That is the typical enforcement mechanism. Councilor Worden inquired if the accessory unit requires inspection as other rental units do and if they could investigate owner occupancy at that time. Mr. White stated he believes it does require inspection. If it is a rented unit then it would be subject to minimum housing requirements.

There being no one coming forward and no objection from the remaining Council, City Council President Shannon closed the public hearings at 7:19 p.m.

- 3.01. ORDINANCE: COMPREHENSIVE DEVELOPMENT ORDINANCE—
50% Residential Limitation ZA 13-07 (Planning Department,
Planning Commission, Councilors Mason, Bushor, Paul: Ordinance
Committee)(2nd reading)

Councilors Mason and Paul made a motion to waive the second reading and adopt the ordinance.

Councilor Knodell stated that she will support the ordinance change. She appreciates that the 50/50 zoning turns out not to be practical. It was developed to ensure that downtown Burlington was a place where good jobs would be generated. It would be the economic base of Chittenden County. To do that, there has to be an appropriate balance of space for both housing and jobs. They were told it would be more profitable to build residential space than commercial space. She does not want Burlington to be a bedroom community for Williston and South Burlington. They cannot build a strong economy on retail and restaurant jobs. As they move through the implementation of planBTV, they need to remember the section that talks about building a strong economy. They need to address disincentives for creating new commercial space in and around the downtown as they build new housing units.

Councilor Bushor stated that she brought up Councilor Knodell's point at the Ordinance Committee. She hopes they will continue to watchdog this to understand if the scale tips too far to residential. Zoning is not stagnant and is a tool to define how they grow and meet the needs of the community. She wanted to have reporting methods to ensure that there is a healthy mix. They heard that the market should drive the use and that is what they are going to do. She shares concerns that if they do not have enough commercial uses downtown they will find themselves in a different situation.

City Council President Shannon passed the gavel to Councilor Mason.

City Council President Shannon echoed Councilor Knodell's concern that they have continued commercial development downtown. There was and still is an incentive for residential development. Having the 50/50 requirement prevented them from developing residential. The downside is that they need more housing everywhere. She does not think that they can let the market drive the use. She will support this given their current situation but she wants to keep close tabs on what is happening with the market. She does not think that they have addressed how they will ensure that there is continued commercial development.

Mayor Weinberger stated that he is excited about this step. This will be an important step for housing affordability and options. He does not think that the 50/50 requirement was ever a healthy direction for the City to go. There was commercial development before the requirement was created and there will be more after it is gone. They do not get economic development by prohibiting residential development. It became virtually impossible to do residential development. This will rescind that prohibition and will put them in a positive direction. Lack of housing and housing options is a major constraint for those looking to create jobs. Many people want to move to Burlington but have few options. There is room in the City for both types of development. They are nowhere near having too much housing downtown. He will support revisiting it if there is a need but he is confident that this is a forward step.

The motion passed unanimously.

- 3.02. ORDINANCE: COMPREHENSIVE DEVELOPMENT ORDINANCE—Accessory
Dwelling Units ZA 13-10 (Planning Department, Planning
Commission, Councilors Mason, Bushor, Paul: Ordinance Committee)

(2nd reading)

Councilors Mason and Paul made a motion to waive the second reading and adopt the ordinance. The motion passed unanimously.

- 3.03. COMMUNICATION: Public Hearing Notice: Burlington Comprehensive Development Ordinances: ZA-13-07 and ZA-13-10

Councilors Mason and Paul made a motion to waive the reading, accept the communication and place it on file. The motion passed unanimously.

4. PUBLIC FORUM

City Council President Shannon opened the public forum at 7:30 p.m.

<u>Name</u>	<u>Ward/Affiliation</u>	<u>Subject</u>
Larkin Forney	Ward 5 Resident	Need for Affordable Housing/Shelters

There being no one further coming forward and no objection from the remaining Council, City Council President Shannon closed the public forum at 7:32 p.m.

5. CONSENT AGENDA

On a motion by Councilors Decelles and Bushor the consent agenda was unanimously adopted as amended thus taking the following actions as indicated:

- 5.01. COMMUNICATION: Lori Olberg, Licensing, Voting & Records Coordinator, re: Accountability List

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

- 5.02. ORDINANCE: SOLID WASTE GENERATION TAX—Taxes Imposed (Public Works Department)

*waive the reading, suspend the rules, place in all stages of passage and adopt the ordinance

- 5.03. COMMUNICATION: Nicole Losch, Transportation Planner, Office of Planning, re: Solid Waste Collection Tax Increase Ordinance Amendment

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

- 5.04. RESOLUTION: CEDO Budget Adjustment re Americorps for FY 14 (Councilors Bushor, Knodell, Aubin: Board of Finance)

*waive the reading and adopt the resolution

- 5.05. COMMUNICATION: Darlene Kehoe, Assistant Director for Finance, CEDO, re: FY 14 Budget Amendment for 2013 AmeriCorps Grant

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

- 5.06. RESOLUTION: Authorization of Burlington Electric Department for Renewal of Contract for Property/Boiler and Machinery Insurance -2013 (Councilors Bushor, Aubin, Knodell: Board of Finance)

*waive the reading and adopt the resolution

- 5.07. COMMUNICATION: Paul G. Alexander, Manager of Risk Management & Governmental Affairs, Burlington Electric Department, re: B.E.D.'s Property/Boiler and Machinery (B&M) Insurance renewal
*waive the reading, accept the communication and place it on file
- 5.08. COMMUNICATION: Paul E. Plunkett, CIC, Senior Vice President/Principal, Hickok & Boardman, Inc. to Mr. Paul G. Alexander, CPCU, Manager of Risk Management and Governmental Affairs, Burlington Electric Department, Re: Burlington Electric Department's Property Insurance Renewal
*waive the reading, accept the communication and place it on file
- 5.09. COMMUNICATION: City of Burlington Electric Department Property Comparison
*waive the reading, accept the communication and place it on file
- 5.10. COMMUNICATION: Burlington Electric Department, Property/B&M Insurance Policies, Premium/TIV History 8/22/2013
*waive the reading, accept the communication and place it on file
- 5.11. COMMUNICATION: Clerk/Treasurer's Office, re: Financials for July 2013
*waive the reading, accept the communication and place it on file
- 5.12. COMMUNICATION: Mayor Miro Weinberger, re: Vermont League of Cities and Towns (VLCT) Report
*waive the reading, accept the communication and place it on file
- 5.14. COMMUNICATION: Amy Bovee, Executive Secretary, re: Board of Finance, June 24, 2013 Minutes
*waive the reading, accept the communication and place it on file
- 5.15. COMMUNICATION: Amy Bovee, Executive Secretary, re: Board of Finance, July 8, 2013 Minutes
*waive the reading, accept the communication and place it on file
- 5.16. COMMUNICATION: Amy Bovee, Executive Secretary, re: Board of Finance, August 5, 2013 Minutes
*waive the reading, accept the communication and place it on file
- 5.17. COMMUNICATION: Lori Olberg, Licensing, Voting & Records Coordinator and Amy Bovee, Executive Secretary, re: Draft Minutes, Organization Day, April 1, 2013
*waive the reading, accept the communication, place it on file adopt the minutes at the September 23, 2013 City Council Meeting
- 5.18. COMMUNICATION: Lori Olberg, Licensing, Voting & Records Coordinator and Amy Bovee, Executive Secretary, re: Draft Minutes, Recessed Organization Day Meeting, City Council, April 8, 2013
*waive the reading, accept the communication, place it on file and adopt the minutes at the September 23, 2013 City Council Meeting
- 5.19. COMMUNICATION: Lori Olberg, Licensing, Voting & Records Coordinator and Amy Bovee, Executive Secretary, re: Draft Minutes, Regular City Council Meeting, April 15, 2013

*waive the reading, accept the communication, place it on file and adopt the minutes at the September 23, 2013 City Council Meeting

5.20. COMMUNICATION: Lori Olberg, Licensing, Voting & Records Coordinator and Amy Bovee, Executive Secretary, re: Draft Minutes, Adjourned City Council Meeting, April 29, 2013

*waive the reading, accept the communication, place it on file and adopt the minutes at the September 23, 2013 City Council Meeting

5.21. COMMUNICATION: Lori Olberg, Licensing, Voting & Records Coordinator and Amy Bovee, Executive Secretary, re: Draft Minutes, Regular City Council Meeting, May 6, 2013

*waive the reading, accept the communication, place it on file and adopt the minutes at the September 23, 2013 City Council Meeting

5.22. COMMUNICATION: Lori Olberg, Licensing, Voting & Records Coordinator and Amy Bovee, Executive Secretary, re: Draft Minutes, Adjourned City Council, May 20, 2013

*waive the reading, accept the communication, place it on file and adopt the minutes at the September 23, 2013 City Council Meeting

5.23. COMMUNICATION: Lori Olberg, Licensing, Voting & Records Coordinator and Amy Bovee, Executive Secretary, re: Draft Minutes, Annual City Council Meeting, June 3, 2013

*waive the reading, accept the communication, place it on file and adopt the minutes at the September 23, 2013 City Council Meeting

5.24. COMMUNICATION: Lori Olberg, Licensing, Voting & Records Coordinator & Amy Bovee, Executive Secretary, re: Draft Minutes, Regular City Council Meeting, December 3, 2012

*waive the reading, accept the communication, place it on file and adopt the minutes as received at the August 12, 2013 City Council Meeting

5.25. COMMUNICATION: Lori Olberg, Licensing, Voting & Records Coordinator & Amy Bovee, Executive Secretary, re: Draft Minutes, Adjourned City Council Meeting, December 17, 2012

*waive the reading, accept the communication, place it on file and adopt the minutes as received at the August 12, 2013 City Council Meeting

5.26. COMMUNICATION: Kathy Knauer, re: Open house at Leddy

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

5.27. COMMUNICATION: Martha R. Lang, Ph.D., re: Response to Burlington School District's FAQs for Real Estate Proposal

*waive the reading, accept the communication, place it on file and send a copy to Burlington School Superintendent Jeanne Collins

5.29. COMMUNICATION: Joanna Cole, State Representative, New North End, re: F-35s NOT GOOD FOR COGNITIVE DEVELOPMENT

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

5.30. COMMUNICATION: Erik Bailey, re: Public Process Complaint

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

5.31. COMMUNICATION: Sister Lucille Bonvouloir and Sister Mary Crosby, 332 Hildred Drive, re: Supportive of Gun Control Charter Change

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

5.32. COMMUNICATION: Ron Redmond, Church Street Marketplace Commission, re: Letter of Resignation from Commissioner Robert Fuller; application for Church Street Marketplace Commission from Jed Davis

*waive the reading, accept the communication, place it on file, advertise the vacancy, send a letter of appreciation to Robert Fuller thanking him for his years of service as a CSM Member and place Jed Davis' application for consideration in the CSM appointment process

5.33. COMMUNICATION: Stephanie Reid, Interim Human Resources Generalist and Susan Leonard, Human Resources Director, re: Communication – Step Placement for Julie Laplume, Assistant Chief Accountant

*waive the reading, accept the communication, place it on file and approve the step placement for Julie Laplume

5.34. COMMUNICATION: Jane McDougal, 185 Pine Street #31, re: Homeless Solicitors

*waive the reading, accept the communication, place it on file and send copies to CSM Director Redmond and Chief Schirling

5.35. COMMUNICATION: Roger Cole, Ward Three Resident, re: aB-accessBurlington

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

5.36. COMMUNICATION: Brian Shupe, AICP, Executive Director, VNRC, re: F-35 opposition

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

5.37. COMMUNICATION: Hunter Rieseberg, President, VLCT Board of Directors, re: Voting Delegates at the VLCT Annual Business Meeting

*waive the reading, accept the communication, place it on file and appoint Mayor Miro Weinberger as the VLCT Voting Delegate

5.38. COMMUNICATION: Peter Cook, re: F-35 opposition

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

5.39. COMMUNICATION: Kai Forlie, re: F-35 opposition

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

5.40. COMMUNICATION: Katherine Kirby, re: PF 8/12/13: F-35 opposition

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

5.41. COMMUNICATION: Jean Bluto, re: PF 8/12/13: F-35 opposition

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

5.42. COMMUNICATION: Igor Zbitnoff, re: PF 8/12/13: F-35 opposition

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

5.43. COMMUNICATION: Eileen Andreoli, re: PF 8/12/13: F-35 opposition

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

- 5.44. COMMUNICATION: Paul Fleckenstein, re: PF 8/12/13: F-35 opposition
*waive the reading, accept the communication and place it on file
- 5.45. COMMUNICATION: Rick Hubbard and Sally Howe, re: PF 8/12/13: Questions relating to your support for basing, as soon as possible, the F-35s at BTV
*waive the reading, accept the communication and place it on file
- 5.46. COMMUNICATION: George Cross, re: PF 8/12/13: F-35 opposition
*waive the reading, accept the communication and place it on file
- 5.47. COMMUNICATION: Stop the F-35 Coalition, re: PF 8/12/13: Stop the F-35 Basing at Its Airport
*waive the reading, accept the communication and place it on file
- 5.48. COMMUNICATION: James A. Dumont, Esq., re: PF 8/12/13: F-35s – the Role of the Burlington City Council
*waive the reading, accept the communication and place it on file
- 5.50. COMMUNICATION: Chittenden County Senator David Zuckerman, re: PF 8/12/13: F-35 opposition
*waive the reading, accept the communication and place it on file
- 5.51. COMMUNICATION: Horace Shaw, re: PF 8/12/13: F-35 opposition
*waive the reading, accept the communication and place it on file
- 5.52. COMMUNICATION: Ben Alshire, re: PF 8/12/13: The Exile's Manifesto
*waive the reading, accept the communication and place it on file
- 5.53. COMMUNICATION: Rabbi Joshua Chasan, 209 North Prospect Street, re: F-35 opposition
*waive the reading, accept the communication and place it on file
- 5.54. COMMUNICATION: Martha R. Lang, Ph.D., re: BSD's purchase of 59 Murray Street
*waive the reading, accept the communication and place it on file; a copy has already been sent to Burlington School Superintendent Jeanne Collins
- 5.55. COMMUNICATION: Miriam Black, re: Ward Composition
*waive the reading, accept the communication and place it on file
- 5.56. COMMUNICATION: John William Clancy, re: Burlington Emergency Shelter Firing
*waive the reading, accept the communication and place it on file
- 5.57. COMMUNICATION: Karen Horn, Director, Public Policy and Advocacy, VLCT, re: Your Chance to Guide Municipal Legislative Priorities for 2014
*waive the reading, accept the communication, place it on file and send to the Mayor's Office for consideration and possible submissions
- 5.58. SPECIAL EVENT INDOOR ENTERTAINMENT PERMIT APPLICATION (one day only):

El Gato Cantina, 169 Church Street, Saturday, September 14, 10:30 p.m. – 1 a.m., DJ, salsa dancing
*waive the reading, accept the communication, place it on file and approve the one day only special event indoor entertainment permit application for EL Gato Cantina

5.59. SPECIAL EVENT OUTDOOR ENTERTAINMENT PERMIT APPLICATION (Sept/Oct only):

Magnolia Bistro, Saturdays only: 10 a.m. – 2 p.m., parking lot on the corner of College and St. Paul Streets, live amplified music

*waive the reading, accept the communication, place it on file and approve the special event outdoor entertainment permit application for Magnolia Bistro for the following dates only: 9/14, 9/21, 9/28, 10/5, 10/12, 10/19 and 10/26: 10 a.m. – 2 p.m.

5.60. SPECIAL EVENT OUTDOOR ENTERTAINMENT PERMIT APPLICATION (4 days only):

Monkey House, SEABA Parking lot on Pine Street, 9/6, 9/13, 9/20, 9/27, Community Food Truck Stop, dancing, amplified music, 4 p.m. to 10 p.m.

*waive the reading, accept the communication, place it on file and see the action as follows: ratify the 9/6 event, approve the 9/13, 9/20 and 9/27 events for the Monkey House

5.61. RESOLUTION: Church Street Marketplace District Commission Authorization to Enter into License Agreement with B. Hospitality Group, Inc. for College Street Kiosk (Councilors Bushor, Aubin, Knodell: Board of Finance)

*waive the reading and adopt the resolution

6. PUBLIC COMMENT ON WARD REDISTRICTING

City Council President Shannon opened the public comment at 7:34 p.m.

No one came forward to speak on Ward Redistricting.

City Council President Shannon closed the public comment at 7:34 p.m.

City Council President Shannon stated that there is a link to a survey on Redistricting on the City website. So far 59 people have weighed in. They have received comments from all wards of the City and would appreciate more comments.

7. RESOLUTION: Proposed Champlain College Purchase of the Browns Court Parking Lot Site (Councilors Bushor, Aubin, Knodell: Board of Finance)

Councilors Knodell and Decelles made a motion to waive the reading and adopt the resolution as amended.

Councilor Knodell stated that this relates to selling the Browns Court parking lot to Champlain College. There is a 1994 MOU which states that City Council must approve the college acquiring property outside of the zone of Champlain College operations. The second resolved clause approves the terms and conditions of a purchase and sale agreement. The third resolved clause authorizes the Mayor to execute the sale. The new resolved clause that will be added by her amendment states that Champlain College will monitor the behavior of students. She read the resolved clause aloud. There are significant benefits associated with the Council selling this site to Champlain College. This is a downtown site that will be redeveloped into apartment style housing for students. Champlain has agreed to house all students through its own dorms or affiliated housing. They promise that all of the public parking spaces that are currently there will be retained in the new development. This will increase the grand list. They will take a property that is not on the tax rolls and combine it with the parking lot to create a taxable housing complex. The new resolved clause is there to ensure that this property needs to be managed well. There are high expectations of the behavior of the students.

Councilor Bushor stated that the Board of Finance raised several questions. One was about the affordability requirements. They were told that 15% will be affordable. She was told that property taxes will be assessed and will go up as the value of the property increases. Champlain College will be having a third party construct this and they will be taxed at market rate. She supports this and always thinks long and hard when an institution goes outside of their bounds to build housing for students. There is a limited amount of space in Burlington and wants to ensure it is for all people not just students. Champlain has been a good neighbor and conscientious about the behavior of its students.

Councilor Tracy stated Champlain College has several proposed developments for student housing. These include the Ethan Allen Property and this property. He views them as interrelated. The Ethan Allen project was beyond the scope of what anyone in the neighborhood felt was appropriate. The project has been put on hold and this has become the primary focus. He inquired if this project will result in a smaller project at the Ethan Allen site. David Provost, Vice President, Champlain College, stated that their master plan identified a goal to house all of its students. They decided to keep the undergraduate enrollment the same so that they can house all of their students. They needed to add roughly 1,200 beds to do that. They are contemplating 600 beds on the hill and 600 off the hill. Next summer they will complete on campus housing for 400 beds. They have not yet built anything off the hill. This project will have between 80-90 units of 1-4 bedroom units. They can assume about 300 students will live there. They will need to find 300 more beds. At the time of the master plan, they said they may acquire failing fraternities and sororities, which will take away the need for housing. They feel this is a strong project. The Ethan Allen project remains controversial. They first are focusing efforts on this project. They are not in a position to divest from Ethan Allen and are aware of the concerns of the neighbors. This site will help them get closer to their goal. John Caulo, Champlain College, stated that any plan they put forward will comply with all zoning and land use regulations adopted by the City. Councilor Tracy inquired what public engagement process they went through with neighbors to solicit feedback. Mr. Provost stated that they reached out to neighbors on St. Paul Street when they acquired the property. They have reached out to all property owners on Browns Court. They will be the most impacted by this development. Mr. Caulo stated that there are commercial non-residential buildings on other parts of the street. They have also reached out to neighbors on Maple Street. They are aware of the plan. Councilor Tracy stated he feels he can support this. Mr. Caulo stated that it is to their benefit to be as transparent and proactive as possible. Councilor Tracy stated that this kind of project can set an example to other institutions about how to develop property in the downtown for students.

Councilor Brennan stated that the efforts of master planning is shown through building and people. They have worked with young students to prepare them to attend institutions such as Champlain. This is key in developing jobs in the City. This is exciting development in the downtown and he will support it.

Councilor Hartnett stated that he has been very critical of the University of Vermont for their student behavior. He believes it is critical that they include the clause about student behavior. The Council wants to protect neighborhoods and this is very important.

Councilor Worden stated that this is a model to follow. Champlain has been a good neighbor and also opens its doors to the neighborhood. He understands that when they acquired the Eagle's Club property they opened their door to COTS. He requested an explanation of what happened with that group. He inquired how they plan to use the ground floor retail space. This would make the development more useful to the community. Mr. Provost stated that after they acquired the Eagle's Club, COTS had lost some housing for homeless people and families. They reached out to Champlain College and inquired what their plans were. They did not believe that they would move forward for a few years so they allowed them to use that space. There are some issues with the safety of that building but they raised money to bring it to a suitable state. They built a home for families in that building. It was intended to be short term because it was not in line with what they envisioned for families. They try to use a more transitional model to allow people to be able to work and live on their own. They let them know that they would no

longer need the space. This was in part because of the high cost of operating the space. They moved out last summer and are working on other projects and solutions. Mr. Caulo stated that they will try to activate the streetscape along St. Paul Street between King and Maple Streets. Their design team has a plan with the potential to fulfill that promise. They will either have residential stoops that go down to the sidewalk or storefronts. They have had some general level discussions with non-profits that have programming needs requiring additional space. This is a market driven project. They will have income from rents paid by students and the same will be true on the non-residential side.

Councilor Decelles stated that he is excited about this project. He will not vote against the amendment but finds it interesting that this even came up. He cannot think of times where Ward 6 Councilors raised concerns about students and their rowdiness in the neighborhood. Champlain does an exceptional job and are a model for the other institution in town.

Councilor Ayres stated that Champlain College has set the high water mark for what it means to interact as an institution of higher learning in the City in which they exist. He inquired what the oversight of student behavior might look like. Mr. Provost stated that it is their intention to oversee their behavior in the same way they do on campus. The college does not want to use its balance sheet to develop housing and therefore want to work with third party developers. They intend to hold students to the same standards as on campus students. Mr. Caulo stated that this particular project will be only for upperclassmen. They hope to produce graduates who will have the ability to live independently as adults. They will not have RAs but there will be monitoring.

Councilor Paul stated that she is supportive of this sale. Champlain does a wonderful job with its students. It is a little bit unfair to say that Champlain College students are perfect, and they have had some issues with students, but the college addresses it expeditiously. A resident handed them a letter that had questions about the proposed purchase. She inquired if they could respond to the concerns that were raised. Mr. Provost stated that they do not believe that this project violates the federal free housing act. If they believed it was they would address it. They had long conversations with the City's Administration with compliance of affordable housing and are prepared to do that. There is a significant population that meets those requirements. These are single parent, first American and first Vermont programs. The other question is why the College is willing to pay four times the assessed value. They are paying the amount that the property was appraised at and more. He felt they should offer more than it was appraised for. They are very serious about housing their students. This is a 100 year strategy and do not feel overpaying in that context is unreasonable. Councilor Paul thanked them.

Mayor Weinberger thanked Champlain College for the process they worked through together. It took some time but it was a positive negotiation throughout. He thanked the teams that worked on this. He feels this is an important step forward for housing. This transaction has the added benefits of improving the City's balance sheet with the sale itself and the long term addition to the tax rolls. This project will have a positive impact on the quality of life in the neighborhoods. This will add vitality to St. Paul Street. Having ground floor retail is significant. There is also a hotel being built on that street and it will be a very different street in a few years.

City Council President Shannon stated that Champlain College is keeping the parking spaces that already exist. She inquired how the parking will work. She was glad to hear that this is a 100 year view. It is important that they have assurances that this will be built as planned and it will stay in their control. This is an important site for the City and she does not want to leave what happens next to chance. The plan will free up housing for families. They are not expanding their student body as they build housing for them. If they continue to consume properties and expand their student body it creates problems. However, their plan is to house students without growing. Mr. Provost stated these are precious spaces and are often utilized by people at the Flynn and people who work in that area. They will build the project so that there will be parking and 38 spaces reserved for public parking. City Council President Shannon inquired if the

spaces will be underground. Mr. Provost stated that they will. Mr. Caulo stated typically people working at businesses in the area utilize those spaces. Mr. Provost stated that people are allowed to park there for eight hours so it is only being used by a few individuals. They may continue a meter system or have a gate and ticket system. They will work that out in the design process. Residents who have a demand for a car will be treated the same way as students on-campus. They think that there will be a high volume of biking and walking and it is also on the shuttle route. He stated that the developer is waiting for City Council approval. He will move very quickly once it is granted and he hopes to begin work in January. The risk of them not moving forward on this project is very low. City Council President Shannon stated she knows the developer is very efficient. She stated that she has concerns if they were to sell it later on.

Councilor Mason stated that they are authorizing the Mayor to enter into a Purchase and Sale Agreement based on a letter. He feels this is atypical and they would typically approve a Purchase and Sale Agreement. There is information that is not included in the letter such as the 15% affordability requirement. He inquired if they should be approving a P&S Agreement rather than authorizing the Mayor to sign it. City Attorney Blackwood stated that the P&S is being worked on but is not ready for approval tonight. It is up to the Council whether they are comfortable authorizing the Mayor to sign the P&S or if they would rather see it ahead of time. Mr. Provost stated he would not expect the 15% affordability requirement to be in the P&S because it is required by ordinance. The project would not be approved if that were not included. He hopes to avoid including the details of the project at the City Council level. The project will still have to go through the normal approval process. The Council is just being asked to approve the sale of the property to Champlain College. How they use it is dependent upon the City and Act 250 approving the project. Councilor Mason stated that in his world a board would be asked for approval to sign a contract. The Council is being asked to sign an agreement to agree on certain points. He has no doubt that Champlain College and the Administration will adhere to the terms but the Council is on the line if there is something in the P&S that was not discussed. If this has been past practice, he is ok with it, but this is the first time he has been through a process like this. Councilor Bushor stated that the resolution has a "whereas clause" that references a letter that details the continued access of the dedicated spaces. It talks about the sale of the property in generic terms but is specific about dollar amount. It does not deal with zoning issues but does discuss the specifics of the sale. They have discussed this at the Board of Finance and there have been communications to the Council. She felt all of the important pieces that did not pertain to zoning were included in the letter. She has no problem with the Council looking at the final P&S Agreement but does not feel they need to hold this up. She feels if anything in the P&S Agreement were different from the letter it would return to the Council. Mayor Weinberger stated if that there are changes that deviate from the letter they will return for further Council action. This is not out of line with authority that the Council has granted the Administration in the past. There was a question about what would happen if Champlain College does not follow through on their commitments. He thinks that they will move forward quickly and do exactly what they said. However, in the past there have been significant real estate agreements in which the City has not gotten what they were expecting. There is a provision in the letter that gives the City the ability to take back the property if Champlain has not moved forward in three years. It is important that the City is protected and that they get what they expect when these agreements are made.

The motion passed unanimously.

- 7.01. COMMUNICATION: Brian Pine, Assistant Director for Housing & Neighborhood Revitalization, re: Sale of Browns Court municipal parking lot to Champlain College

Councilors Knodell and Decelles made a motion to waive the reading, accept the communication and place it on file. The motion passed unanimously.

8. RESOLUTION: Authorization to Enter into Memorandum of Understanding with The

Parks Foundation of Burlington (Councilors Paul, Brennan, Aubin:
Parks, Arts & Culture Committee)

Councilors Paul and Aubin made a motion to waive the reading and adopt the resolution with the proposed amendments.

Councilor Paul stated that this is the result of work by a number of individuals who were committed to taking the efforts of the Parks and Recreation Department and bringing it to the next level. This will bring money to their activities. This will authorize the City to enter into an MOU with the newly founded Parks Foundation of Burlington. The Parks Foundation of Burlington is a non-profit philanthropic organization created to raise funds and provide financial support to the Parks and Rec Department. The Parks, Arts and Culture Committee met and heard a presentation from the Foundation. They voted unanimously to support the MOU which is a cooperative agreement and an endorsement of support for their policies. She hopes the Council will support their efforts.

Councilor Bushor stated that there is a section in the MOU that states the Parks and Recreation Department names policy for foundation related gifts. She inquired who approves the policies and the gift naming. She inquired if the amendment to the resolution changes the MOU. Councilor Paul stated those were suggested amendments but she was not there when they were discussed. Councilor Blais stated they were looking to have the City Council take the lead in establishing policy in how the naming would take place. If there were a situation where someone had served in the military and they wanted to name a park after them, they would not want to lose the opportunity to have that naming process. The purpose of the amendment was to make it clear that the City Council has authority of the naming process. Councilor Bushor stated that was her desire as well. The MOU states that they will draft a naming policy but it is not as clear as the resolution. She feels that the MOU should also be updated. Councilor Blais stated that he agrees and feels they should address that.

City Council President Shannon inquired if they can amend a memo. City Attorney Blackwood stated they would have to make a motion to amend the memo before they accept the communication.

Councilor Bushor inquired if there is urgency in the adoption of this. She feels they should read it more closely before it is amended on the floor. Councilor Paul stated that is a good point and feels this can be addressed at the next meeting. City Council President Shannon suggested they postpone action on this item and place it on the consent agenda at their next meeting.

Councilor Bushor stated she feels this is a great idea and she is very excited about it.

Councilor Brennan thanked everyone for their work. This will be a foundation for the people. They have stated that they want to invest in this area. This will open the doors for public transportation and recreation.

Councilor Hartnett stated that he would like to work out this detail now. This is the second time that the Foundation has tried to get off the ground. The conversation sounds positive and everyone wants to move forward. He would hate to see it delayed. People are excited to get started.

City Council President Shannon stated that the next three meetings are expected to be grueling while there is a light agenda tonight. She suggested taking a 5 minutes recess to amend the MOU. Councilor Knodell inquired if they can amend the motion to state they will adopt the resolution and amend the MOU to be in conformity with the resolution. City Attorney Blackwood stated they could amend the resolution to reflect that language.

The Council took a 5 minute recess.

City Attorney Blackwood stated the MOU will be amended to be consistent with the resolution. She read the proposed amendments aloud:

Line 32, remove the words “through the Parks and Recreation Department and;”
Delete lines 36 through 38, “WHEREAS, the City, through its Parks and Recreation Department, philosophically and by policy will not name any asset without the necessary monetary gift as detailed in the *Policies and Procedures Manual* of the *Fund Development Program* to be developed; and.”

Councilors Bushor and Brennan made a motion to adopt the amendments. The motion passed unanimously.

Councilor Siegel inquired if the Parks Foundation will have staff. She understands they will utilize some staff from the Parks and Recreation Department and inquired if that is what is referred to in the MOU. Jesse Bridges, Parks and Recreation Director, stated the intention is that there will be no paid staff for the foundation. The Foundation will be a volunteer board but will be supported by Parks staff.

The motion passed unanimously.

8.1 (was 5.13.) COMMUNICATION: Mayor Miro Weinberger, re: IBM Smarter Cities Challenge – Burlington Report

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

and

8.2. (was 5.28.) COMMUNICATION: Hugo, re: Night time runners

*waive the reading, accept the communication, place it on file and send a copy to Chief Michael Schirling for follow up

and

8.3. (was 5.49.) COMMUNICATION: World Health Organization, JRC European Commission, re: PF 8/12/13: Burden of disease from environmental noise

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

Councilors Siegel and Knodell made a motion to waive the readings, accept the communications and take the actions indicated.

Councilor Siegel stated that she pulled item 8.1 from the consent agenda in part because it is fabulous and very exciting. There is a 58 page document of recommendations from the IBM Smarter Cities Challenge telling them things they can do to be more environmentally friendly and proactive. She inquired if there is a place where the public can see paper copies of this. She also inquired how they will engage in the recommendations. Mayor Weinberger stated the document is lengthy and they will provide Councilors with a printed copy if they wish. They felt the best way to disseminate the information to the public was through the website but suggested they could have hard copies on file at the Library. The Administration has asked Department Heads to get the short term recommendations done within the first year. There are four broad areas of recommendations. Two have been placed under the responsibility of the Burlington Electric Department and the other two were given to the City’s Sustainability Coordinator. The Mayor is open to conversation about resolution on them, although he is not sure that is necessary. He feels that staff should work on these recommendations and come back to the Council to implement them. There is opportunity for additional collaboration. Councilor Siegel stated agenda item 8.2. was an email received through the Contact Us on the City’s website. It was about a group of people running at night blowing whistles. She inquired if anyone will be responding to this. Councilor Bushor raised a point of

information that the action is to send it to Chief Schirling. Councilor Siegel stated agenda item 8.3. was a document from the World Health Organization about the burden of disease from noise. She only saw one page and assumes there was more. Lori Olberg, Clerk/Treasurer's Office, stated this was submitted for information only at the August meeting. A full copy is available if needed.

The motion for all three communications passed unanimously.

9. COMMITTEE REPORTS (5 mins.)

Councilor Tracy stated that the Transportation Energy and Utilities Committee will be meeting to hear about the summer paving program. They will also be discussing sewage backups in homes. There are also some pilot projects, such as the North Avenue Corridor Study and the Pearl/Colchester/Prospect intersection.

Councilor Brennan stated that the Tax Abatement Committee has been reviewing requests and will be finishing at their next meeting.

Councilor Paul stated that the Parks Arts and Culture Committee will continue to discuss the Public Investment Action Plan. She stated that she is glad the TEU Committee is addressing the problems with sewer backup as it has been a serious problem in several wards.

Councilor Siegel stated that the Charter Change Committee will be discussing gun legislation. The date of the meeting has changed and she outlined what the process will be going forward. Any measures that pass the Council will be on the ballot for March. Any items that receive a 2/3 majority will be sent to the State Legislature for ratification.

Councilor Mason stated that the Ordinance Committee will be meeting and they hope to complete their review of the livable wage. There is an expected executive session on the Church Street No-Trespass Ordinance. In light of pending litigation they may delay that issue and instead address Zoning Ordinances.

Councilor Knodell stated that the Ad Hoc Committee on Council Priorities met. They went through the three priorities that the Council decided on: Environment & Climate Change, Fiscal Health of the City, and Neighborhood Quality of Life. They will present a proposed course of action. They talked about the Smarter Cities Report as part of Environment & Climate Change and will coordinate with the Administration. The Public Safety Committee will be conducting the neighborhood safety survey. They hope that Councilors will help knock on doors and do surveying. They will also be asked to recommend people to get the survey out in their wards. They are working closely with the Police Department on this.

City Council President Shannon stated that they will be addressing redistricting, livable wage, F-35s and gun related charter changes at upcoming meetings. She is trying to manage the schedule so they do not all occur at once. Each of these issues could draw out large numbers of people from the public who would like to comment. She suggested holding issue specific public forums at 6:00 p.m. before the next three meetings. Councilor Ayres stated there was a suggestion that residents of the City of Burlington would get first priority to speak. City Council President Shannon stated that she does plan to do that. Councilor Worden inquired how this will be publicized. City Council President Shannon stated that she will be requesting help from the Council to spread the word; it will also be included on the agenda. Councilor Bushor stated that the livable wage issue is not resident-specific. She hopes that the voices that have been present at their meetings will be heard. There are individuals who work here and want a livable wage but they do not live here because they cannot afford to because they do not get a livable wage. City Council President Shannon stated that she would be happy to prioritize employees that are directly affected but the goal is to hear from everybody. Councilor Hartnett inquired if there will be a press release. He is in favor

of this and it makes it clear that there will be at least an hour and a half of public forum. The regular public forum will be for people with any other issues. City Council President Shannon stated that they will do a press release.

10. COMMUNICATION: City Councilors, re: General City Affairs (oral)(10 mins.)

Councilor Decelles stated that last week Ward 7 lost Danny Ryan Sr. who was a long-time resident and a poll worker. The anniversary of 9/11 is coming up and he hopes that everyone stops to remember what happened that day. He was contacted by someone who was told that smoking on Church Street was against the law. He discovered the Municode has inaccurate information. City Attorney Blackwood stated this was brought to her attention and they found that the Mayor did veto that ordinance. She is unsure how that got in Municode; the City is currently in the process of transitioning from Municode to another provider and will work to get that off of the books.

Councilor Hartnett stated that there is an issue with the School calendar that is being discussed. They have public hearings coming up and encouraged Councilors to get involved. He suggested that the School Department come to the NPAs. He also requested a presentation to the Council. This will affect everyone's lives and he does not feel that they have done a great job communicating this. People in their wards will be asking them about this and he wants to be proactive about this.

Councilor Bushor stated that the Ward 1 NPA will be meeting. There was a communication from the Mayor about the VLCT's proposed amendments to municipal policy. She believes there are some serious policy changes being contemplated. One is a statement about the need to revamp Act 68. Other communities are not able to generate tax dollars through municipalities. Money is going to the schools and it is not a level playing field. The other thing is that the State should fully fund PILOT. There is also a safety section that deals with cell phones, but it makes no reference to texting, which she feels is a serious omission. She does not know what kind of teeth this policy has but she would be supportive of strong language. She hopes others will take the time to read through this. The State meeting is a good time to interact with others with the same issues.

Councilor Brennan encouraged the Council to express their thoughts about the situation in Syria to their Congressional members. He deplores the atrocities that are happening Syria but they are war weary. There have been long drawn out battles and making a move now would not be the right decision.

City Council President Shannon thanked SEABA and volunteers for the Art Hop. It was a great neighborhood event and has been a great success.

The Council sang Happy Birthday to Councilor Aubin.

11. COMMUNICATION: Mayor Weinberger, re: General City Affairs (oral)(5 mins.)

Mayor Weinberger stated that this week is the 50th Anniversary of the Baptist Church bombings in Birmingham, Alabama. The U.S. Conference of Mayors is having an event to mark this anniversary and have asked Mayors to sign on to be part of the U.S. Coalition of Cities Against Racism and Discrimination. They have laid out 10 points that are resonant with what has been going on in Burlington. He will be signing on to this at an event this week.

The Mayor attended the retirement party for Ray Nails who was the first African American Police Officer in the State of Vermont. He was part of a class of four officers that joined the Police Department and he will be the first to retire. The entire federal delegation sent letters and he played a significant role in breaking down a race barrier in the community.

The Fletcher Free Library has new telecommunication equipment that is available to all. This is a great resource for those who do not personally have telecommunication devices. This additional capacity is a positive one. The camera that Google has donated to the Library is different than the one on most home computers. It allows whole groups to be projected.

Mayor Weinberger welcomes comments on the Vermont League of Cities and Towns policy agenda. As Mayor, he sits on the Board of VLCT. He intends to go to their meeting. He will be requesting that he sit as the voting member at that event.

The Administration has included the first budget report in recent memory. This will be a monthly event going forward. This is a significant step forward that has been enabled by New World Software.

The Mayor will have an update on Burlington Telecom at the next meeting after depositions for the case have been taken.

Chapin Spencer has begun his tenure as Public Works Director. They have also hired Brian Lowe as the Mayoral Project Coordinator. He comes from the Treasury Department where he worked in a number of policy and implementation roles.

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

City Attorney Blackwood stated that there were two items that they would discuss in executive session. One item will require them to come out of executive session to take action on. The Council agreed to address item 13 and then return to item 12.

12. COMMUNICATION: Eileen Blackwood, City Attorney, re: Church Street Marketplace Trespass Authority – Pending Litigation (oral)

On a motion by Councilors Bushor and Knodell the City Council voted to go into executive session at 9:50 p.m. premature disclosure would place the City at a substantial disadvantage. Present were: see above

Councilors Bushor and Decelles made a motion to go out of executive session at 10:20 p.m. The motion passed unanimously.

13. COMMUNICATION: Eileen Blackwood, City Attorney, re: Champlain Parkway – Pending Litigation with Vermont Railway, Inc. (oral)

On a motion by Councilors Bushor and Knodell the City Council voted to go into executive session at 9:31 p.m. premature disclosure would place the City at a substantial disadvantage. Present were: See Above, Assistant City Attorneys Gregg Meyer and Richard Haesler, Peter Owens, CEDO, Brian Dunkiel, Dunkiel and Saunders.

On a motion by Councilors Knodell and Bushor the City Council voted to go out of executive session at 9:45 p.m.

Councilors Bushor and Decelles made a motion to add item 12.5 to the agenda. The motion passed unanimously.

- 12.5 RESOLUTION: Authorization for Settlement of Pending Litigation, re: Champlain Parkway (Councilor Bushor)

Councilors Bushor and Decelles made a motion to waive the reading and adopt the resolution. The motion passed unanimously.

Councilors Decelles and Knodell made a motion to go into executive session to discuss the Church Street Marketplace Trespass Authority at 9:50 p.m. premature disclosure would place the City at a substantial disadvantage. The motion passed unanimously.

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

On a motion by Councilors Bushor and Decelles, the City Council went out of executive session at 10:20 p.m.

14. ADJOURNMENT

Without objection, City Council President Shannon adjourned the Regular City Council Meeting unanimously at 10:21 p.m.

Attest:

Lori Olberg, Licensing, Voting & Records Coordinator and Amy Bovee, Executive Secretary

DRAFT