



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

645 Pine Street, Suite A
Post Office Box 849
Burlington, VT 05402-0849
802.863.9094 VOICE
802.863.0466 FAX
802.863.0450 TTY
www.burlingtonvt.gov/dpw

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

M E M O R A N D U M

To: Tenzin Chokden, Clerks Office
From: Chapin Spencer, Director
Date: October 17, 2019
Re: Public Works Commission Agenda

Please find information below regarding the next **SPECIAL** Commission Meeting.

Date: **October 23, 2019**
Time: 6:30 – 9:00 p.m.
Place: **Burlington Police Community Room – 1 North Ave**

A G E N D A

ITEM

- 1 Call to Order – Welcome – Chair Comments
- 2 5 Min Agenda
- 3 10 Min Public Forum (3 minute per person time limit)
- 4 5 Min Consent Agenda
 - A Parking Agreement for Real Estate Vermont
 - B Parking Agreement for Path
 - C Parking Agreement for Raintree
 - D Proposed ADA Space at 96 Grant Street

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, crime victim 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 (802) 540-2505.

- 5 15 Min Generic Lakeview/College Street Garage Parking Agreement
A Communication, J. Padgett
B Commissioner Discussion
C Public Comment
D Action Requested – Vote
- 6 15 Min Street Seats & Parklets Program - Update
A Communication, E. Gohringer & W. Clavelle
B Commissioner Discussion
C Public Comment
D Action Requested –None
- 7 15 Min Narrow Streets Policy Update – Soon to Follow
A Communication, P. Peterson
B Commissioner Discussion
C Public Comment
D Action Requested – Vote
- 8 15 Min Format For Meeting Minutes
A Oral Communication, C. Spencer
B Commissioner Discussion
C Public Comment
D Action Requested – None
- 9 5 Min Approval of Draft Minutes of 9-18-19
- 10 10 Min Director's Report
- 11 10 Min Commissioner Communications
- 12 **Adjournment & Next Meeting Date – November 20, 2019**



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PARKING AGREEMENT

City of Burlington

This Parking Agreement (“Agreement”) is entered into by the City of Burlington (“City”), by and through its Department of Public Works (“DPW”), and Brunswick Square, LLC owner (“Licensee”), a corporation registered to conduct business in the State of Vermont, owner of the Tradename “Element Real Estate” and located at 139 Bank Street, Burlington, VT 05401. Licensee and the City agree to the terms of this Agreement.

1. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Agreement shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Agreement before the Effective Date and shall have no obligations for performance or expenses incurred before the Effective Date or after the expiration or termination of this Agreement.

2. RECITALS

- A. Authority.** Authority to enter into this Agreement exists in the City Charter. Required approvals, clearance, and coordination have been accomplished from and within each Party.
- B. Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.
- C. Purpose.** Licensee seeks to license 5 parking 6 day permits at the College Street/Lakeview parking garage owned by the City.

3. DEFINITIONS

- A. “Parking Facility”** means the parking facility known as the College Street and Lakeview parking garage owned by the City and located at 60 College Street in Burlington, Vermont.
- B. “Effective Date”** means the date on which this Agreement is approved and signed by the City, as shown on the signature page of this Agreement, whichever date is later.
- C. “Party”** means the City or Licensee and “Parties” means both the City and Licensee.

4. TERM AND EARLY TERMINATION

- A. Term.** This Parties respective performance shall commence on the effective date and expire 1 year later, unless sooner terminated as provided herein.
- B. Renewal.** This Agreement shall automatically renew for one additional 1-year term under the same terms of this Agreement, unless either Party provides written notice to the other Party no later than 90 days prior to the expiration of this Agreement.

- C. Termination.** Either Party may terminate this Agreement upon issuing written notice to the other Party. The notice shall specify the effective date of the termination.

5. GRANT OF LICENSE

- A. Use of Facilities.** The City shall provide Licensee with parking licenses to be used by Licensee and its authorized permit holders at the Parking Facility for the term of this Agreement as set forth in §4.A.
- B. Timing Restrictions.** The parking licenses granted under this Agreement shall only be valid Monday through Friday of each week. No overnight parking is permitted as part of this Agreement.
- C. User Restrictions.** Only currently registered vehicles that are legally allowed to be operated on public streets and right of ways may be issued a parking license and utilize the Parking Facility privileges granted in this Agreement.
- D. Identification of License.** All persons possessing parking licenses granted under this Agreement must display the appropriate means of identification that are issued to authorized permit holders to utilize the parking privileges granted herein. Such identification may include a card, decal, hangtag, entry on a license plate registry, or other means.

6. PAYMENT

- A. License Fee.** Licensee shall pay the City \$96 per month for each parking license granted under this Agreement. The City may change the fee for each parking license by providing 30 days advanced notice to Licensee.
- B. Billing.** The billable term of each issued license shall begin on the day the license is issued to Licensee. Licensee shall issue payment to the City prior to the first day of each month for the term of this Agreement.

7. PARKING CONDITIONS

- A. Use of Parking Facilities.** The monthly parking permit issue under this Agreement authorizes designated Licensee and its authorized permit holders the ability to self-park and lock one vehicle for each permit in an available (i.e. not being used) parking space located within the Parking Facility. If a permit holder is unable to park in the Parking Facility due to full occupancy, the City may, at its sole discretion, offer parking to permit holders the ability to park at a different City-owned parking facility. Notwithstanding the foregoing, the City does not guarantee the availability of parking spaces under this Agreement and if the Parking Facility is at capacity and the City determined that no other City-owned facilities are available, Licensee's permit holders shall either wait their turn to gain entrance or find alternative parking at their own cost.
- B. Management of Parking Facilities.** The City reserves the right to manage parking of its facilities in the best interests of the City. Licensee acknowledges and agrees that management of City facilities may require the holders of the parking permits granted under this Agreement to use another parking facility or be relocated if necessary.
- C. Removal.** The City may remove any vehicle granted parking privileges under this Agreement at the owner's sole expense if reasonable efforts were made by the City to notify the owner about the need to remove the vehicle from the premises within a reasonable time. The determination as to removal of a vehicle is at the sole discretion of City and includes, but is not limited to, leaking of chemicals, oil, gas, or antifreeze from a vehicle. Notwithstanding the foregoing, in the event of a threat of imminent danger to life or property as determined by the City, a vehicle may be

removed at the owner's sole expense without notification of the owner. Licensee is solely responsible for all losses, damages, claims, liabilities, judgments, costs, and expenses arising directly or indirectly during the term of this Agreement out of any act, omission, or negligence of Licensee or its permit holders.

- D. Acceptance of Risk.** Parking is at Licensee and its designated permit holder's sole risk. The City shall not guard, assume care, custody, or control of any vehicle or its contents. The City shall not be responsible for any loss or damage caused to vehicles or their contents utilizing the City's parking facilities including fire, theft, damage, or loss directly resulting from the willful misconduct or negligence of the City. No bailment is created under this Agreement.
- E. Reporting.** Licensee shall require that as a condition of issuing a parking permit granted herein, the permit holder shall report any damage to the Parking Facility caused by the permit holder's vehicle. Such damage includes, but is not limited to, the leaking of any chemicals, oil, gas, or antifreeze.
- F. Leaks.** If a vehicle is discovered to be leaking any chemical, oil, gas, or antifreeze, the City may temporarily suspend the parking permit privileges of the permit holder until the permit holder provides the City with written proof that necessary repairs were made to prevent further leakage. Any suspension issued under this §7.F shall not suspend Licensee's obligation to pay the fee set forth in §6.A. Any vehicle whose permit to park is suspended may be removed at the owner's expense if the vehicle is found in the Parking Facility while the license is suspended.
- G. Limitation on Use.** The parking permits granted herein are for the exclusive use of the Licensee and its authorized permit holder. Parking permits shall not be loaned, altered, transferred or sold. Licensee agrees that misuse of a permit shall be deemed as theft of services and the permit holder shall be locked out and parking privileges in the Parking Facility rescinded.
- H. Compliance.** Licensee shall inform its permit holders that compliance with instructions for the use of permits is a condition of its use. If a permit holder fails to properly comply with use instructions, the maximum daily fee will be assessed.
- I. Insurance.** Licensee shall ensure that all permit holders possess minimum levels of automobile insurance as required by law.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. All prior representations and understandings of the Parties, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

9. MODIFICATION

Except as otherwise provided by this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved by the Parties.

10. THIRD PARTY BENEFICIARIES

This Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely for the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement and do not create any right for such third parties.

11. WAIVER

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

12. CHOICE OF LAW

Vermont law shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with Vermont law shall be null and void. Any provision rendered null and void by operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.

13. JURISDICTION

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Vermont.

14. ASSIGNMENT

Licensee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the City. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Licensee's rights and obligations approved by the City shall be subject to the provisions of this Agreement.

— *Signature Page Follows* —

15. SIGNATURE PAGE

Persons signing for the Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect.

The Parties hereto have executed this Parking Agreement

LICENSEE

Brunswick Square, LLC dba Element Real Estate.

139 Bank Street, Burlington, VT, 05401

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF BURLINGTON Department of Public Works

By: _____

Chapin Spencer, Director
Department of Public Works

Date: _____



PARKING AGREEMENT

City of Burlington

This Parking Agreement (“Agreement”) is entered into by the City of Burlington (“City”), by and through its Department of Public Works (“DPW”), and PATH Integrated Health (“Licensee”), a corporation registered to conduct business in the State of Vermont and located at 125 College St, Burlington, Vermont 05401. Licensee and the City agree to the terms of this Agreement.

1. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Agreement shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Agreement before the Effective Date and shall have no obligations for performance or expenses incurred before the Effective Date or after the expiration or termination of this Agreement.

2. RECITALS

- A. Authority.** Authority to enter into this Agreement exists in the City Charter. Required approvals, clearance, and coordination have been accomplished from and within each Party.
- B. Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.
- C. Purpose.** Licensee seeks to lease 5 5-day parking permits at the College Street/Lakeview parking garage owned by the City.

3. DEFINITIONS

- A. “Parking Facility”** means the parking facility known as the College Street and Lakeview parking garage owned by the City and located at 60 College Street in Burlington, Vermont.
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4. TERM AND EARLY TERMINATION

- A. Term.** This Parties respective performance shall commence on the effective date and expire 1 year later, unless sooner terminated as provided herein.
- B. Renewal.** This Agreement shall automatically renew for one additional 1-year term under the same terms of this Agreement, unless either Party provides written notice to the other Party no later than 90 days prior to the expiration of this Agreement.
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Party. The notice shall specify the effective date of the termination.

5. GRANT OF LICENSE

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- B. Timing Restrictions.** The parking licenses granted under this Agreement shall only be valid Monday through Friday of each week. No overnight parking is permitted as part of this Agreement.
- C. User Restrictions.** Only currently registered vehicles that are legally allowed to be operated on public streets and right of ways may be issued a parking license and utilize the Parking Facility privileges granted in this Agreement.
- D. Identification of License.** All persons possessing parking licenses granted under this Agreement must display the appropriate means of identification that are issued to authorized permit holders to utilize the parking privileges granted herein. Such identification may include a card, decal, hangtag, entry on a license plate registry, or other means.

6. PAYMENT

- A. License Fee.** Licensee shall pay the City \$80 per month for each parking license granted under this Agreement. The City may change the fee for each parking license by providing 30 days advanced notice to Licensee.
- B. Billing.** The billable term of each issued license shall begin on the day the license is issued to Licensee. Licensee shall issue payment to the City prior to the first day of each month for the term of this Agreement.

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Persons signing for the Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect.

The Parties hereto have executed this Parking Agreement

LICENSEE

PATH Integrated Health.

125 College St, Burlington, Vermont 05401

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF BURLINGTON Department of Public Works

By: _____

Chapin Spencer, Director
Department of Public Works

Date: _____



PARKING AGREEMENT
City of Burlington

This Parking Agreement (“Agreement”) is entered into by the City of Burlington (“City”), by and through its Department of Public Works (“DPW”), and Raintree, LLC (“Licensee”), a corporation registered to conduct business in the State of Vermont and located at 146 Cherry St, Burlington, VT 05401. Licensee and the City agree to the terms of this Agreement.

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— *Signature Page Follows* —

15. SIGNATURE PAGE

Persons signing for the Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect.

The Parties hereto have executed this Parking Agreement

**LICENSEE
Raintree, LLC**

146 Cherry St, Burlington, VT 05401

Signature: _____

Printed Name: _____

Title: _____

Date: _____

**CITY OF BURLINGTON
Department of Public Works**

By: _____

Chapin Spencer, Director
Department of Public Works

Date: _____



City of Burlington
Department of Public Works

Technical Services Engineering Division
645 Pine Street, Suite A
Burlington, VT 05401
P 802-863-9094 / F 802-863-0466 / TTY 802-863-0450
www.burlingtonvt.gov/DPW

Memo

Date: October 16, 2019

To: Public Works Commission

From: Phillip Peterson, Associate Public Works Engineer *PMP 10/16/19*

CC: Susan Molzon P.E., Senior Public Works Engineer

Subject: Proposed Accessible (ADA) Parking Space on Grant Street

Recommendations to the DPW Commission:

7A Accessible spaces designated.

No person shall park any vehicle at any time in the following locations, except automobiles displaying special handicapped license plates issued pursuant to 18 V.S.A. § 1325, or any amendment or renumbering thereof:

- In the first space west of North Union Street on the north side of Grant Street.

Purpose & Need:

The purpose is to provide accessible parking on street as recommended by the Public Rights-of-Way Accessibility Guidelines (PROWAG). The need for accessible parking in this location will be to serve the disabled community surrounding the several homes and businesses in this area.

Project Checklist:

	N/A	Yes	No	Reference
Aligns with MUTCD standards and/or established City Policy?		X		PROWAG
Aligns with City plans?	X			
Followed Public Engagement Plan?		X		These Traffic Regulation changes are defined as an INVOLVE project in the Public Engagement Plan (PEP).

Summary and Conclusion:

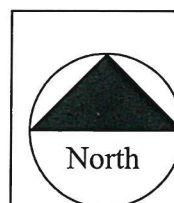
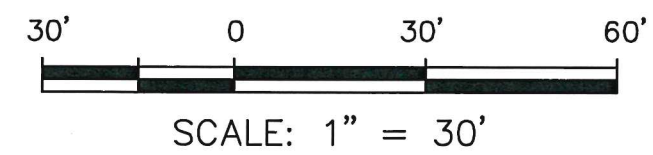
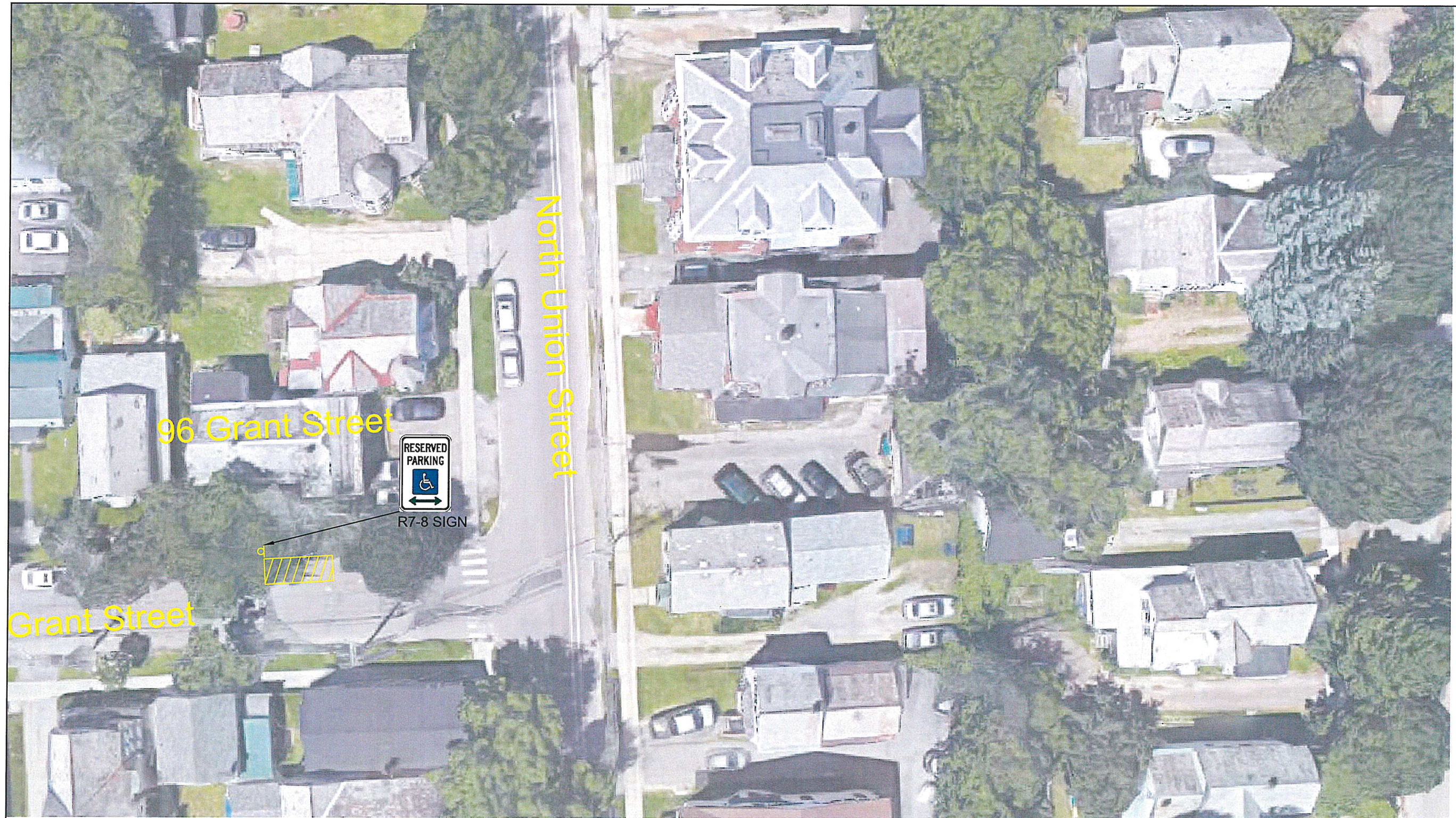
Staff received a request from a local resident at 67 North Union Street asking Staff to create an Accessible (ADA) space on the corner of North Union Street and Grant Street (see Attachment-1). The proposed accessible space will be close to several homes; having an accessible space would benefit the disabled community in this area. Additionally there are no ADA spaces along North Union Street or Grant Street which would serve local residents who have accessibility needs.

Public Engagement:

In preparation for the 10/23/19 DPW Commission Meeting, Staff placed flyers at each property along the block adjacent to the proposed ADA parking space. Staff received four (4) emails in regards to this matter (see Attachment-2). Three (3) emails support the Staff recommendation while the other email supports ADA spaces, however they have additional concerns about parking resources in the area.

Attachments:

1. Site map.
 2. Public correspondence.
-



N UNION STREET
PROPOSED
ACCESSIBLE PARKING SPACE



**BURLINGTON
PUBLIC WORKS
ENGINEERING DIV.**
845 PINE STREET
BURLINGTON, VT 05401
(802) 863-9094
(802) 863-0466 (Fax)

DESIGNED PMP	SC
DRAWN PMP	SC
CHECKED SM	DRAWN
DATE 10/10/19	SHEET 1

Attachment 2

Public input correspondence emails

Sun 9/8/2019

Hi Phillip,

Here's a photo of my disabled parking placard! Just in case, my address is 67 North Union St, Burlington, VT 05401. Thank you so much for your help, and have an excellent weekend!

Sincerely,
Haley Warren

Mon 10/7/2019

I am fine with the proposed ADA parking space in front of 96 Grant Street. I would like to draw your attention to two other issues. The first is the sidewalk in front of my house at 85 Grant Street has been in need of repairs for several years. There are several sections that are really damaged. I did upload pics to See Click Fix about this.

Also, the speed bumps that were installed a few years ago when the street was repaved are not easy for cars to see. Any chance they could be painted yellow or something so they are noticed by cars?

thanks

Tim Banks

85 Grant Street

Mon 10/7/2019

Thank you Philip for your attention to this matter and for revising the proposal. The revised plan looks great to us and a handicap space in the neighborhood will be a benefit.

When I spoke with Pat Travers last week he said he thought it would be you or your boss that would be getting back to us regarding 393. We look forward to getting that issue resolved soon.

Thank you again, Lawrence Smith

Phillip,

Thu 10/10/2019

Thank you for sending out the notice. If there is a resident with a mobility impediment a handicapped spot makes sense. I am, however, concerned about enforcement and impact on all residents. There are only 12-14 spots on the street, depending on how considerate people are when they park and there are far too many permits issued (they exceed the available spots) as it is, the ADA spot will reduce the already strained parking space availability. Evenings and weekends, due to limited parking enforcement coverage, are even more problematic as non-residents (no guest pass) routinely park on the street and often aren't ticketed. I would strongly encourage (a) improved resident only parking signage along the street, (b) adopting a zero tolerance policy and towing parking violators(ADA spot or not) and (c) solving for/improving evening/weekend parking enforcement.

Heather Kvasnak
84 Grant Street, Burlington



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

645 Pine Street, Suite A
Burlington, VT 05401
802.863.9094 VOICE
802.863.0466 FAX
802.863.0450 TTY
www.burlingtonvt.gov/dpw

Jeff Padgett

DIVISION DIRECTOR: PARKING AND TRAFFIC

MEMORANDUM

TO: DPW Commission

FROM: Jeff Padgett, Interim Division Director – Parking and Traffic

DATE: October 23, 2019

RE: Generic Parking Agreement between the City and Future Licensees

Recommended Motion:

The Public Works Commission (“PWC”) approves the attached Generic Parking Agreement to be used for contracts with parking group license holders who manage parkers in the Lakeview and College Street Garages and delegates the authority to enter these contracts to the Director of Public Works.

Background:

For many years the City has entered into parking agreements with both businesses and individuals at the Downtown Parking Garages. Some of these contracts are a result of complex development agreements (Filenes, Hilton, Courtyard, etc). But for other organizations the City has entered into relatively simple “standard” contracts granting them a license as a parking group. These agreements, both complex and simple, have then gone before the PWC *individually* for approval.

However, we have heard from a variety of Downtown businesses that parking is a major challenge for them as they operate or move a business into the Downtown. We believe that having the delegated authority to enter into these parking agreements will provide a faster and better customer experience for prospective licensees. The prospect of waiting 30-45 day for parking approval can be a nerve-racking and expensive experience for a business trying to call downtown “home.” Additionally, this approach will significantly reduce the amount of staff labor needed to move agreements individually through PWC’s approval process.

This increase in efficiency will be critical over the next couple of months as we work to better manage the liability exposure in the garages by bringing all of our parking group customers under the most updated “standard” contract. There are about 85 groups that need to be processed, and passing each

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.

through the traditional approval process would be time consuming and cumbersome for both us and our group customers.

A side benefit of this will be improved control over our inventory. Having an updated agreement not only better controls liability but makes it clear how many cars are (potentially) parking in the garages as group customers. This is critical to the daily operations of the garages. Much like the airlines overbook flights to ensure they are full, parking garages oversell garage licenses. The amount of over sell is totally dependent on the garage location and patrons. It can be as low as 99% and sometimes as high as 200%. It all depends on the behavior of the garage. By updating our agreements and confirming the volume of licensed parkers we, can begin to find the “sweet spot” for license sales.

Therefore, to address the liability exposure, improve the group customer experience, better control the occupancy of the garages, optimize the public benefit of the garage and potentially increase revenue we are requesting that the Public Works Commission:

- 1) Approve the attached standard Parking Agreement for issuing parking permits to licensees and permit holders in the Lakeview and College Street Parking Structures.*
- 2) Delegate to the Director of Public Works the authority to enter into this Parking Agreement with potential licensees.

Do not hesitate to contact me in advance of the Commission meeting if you have any questions.

** Although there are a few legacy licensees in the Marketplace garage, we are no longer selling licensees there because it is currently operating well above capacity. The garage is full about twice a day, 3-5 days a week and is then closed by the Ambassadors. This is a major problem for the Downtown retailers and we are working to move the existing licensees from the Marketplace Garage to the Lakeview/College Street garage along with other management strategies.*



PARKING AGREEMENT

City of Burlington

This Parking Agreement ("Agreement") is entered into by the City of Burlington ("City"), by and through its Department of Public Works ("DPW") doing business as the ParkBurlington brand, and _____ ("Licensee"), a corporation registered to conduct business in the State of Vermont and located at _____. Licensee and the City agree to the terms of this Agreement.

1. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Agreement shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Agreement before the Effective Date and shall have no obligation to pay Licensee for any performance or expense incurred before the Effective Date or after the expiration or termination of this Agreement.

2. RECITALS

- A. Authority.** Authority to enter into this Agreement exists in the City Charter. Required approvals, clearance, and coordination have been accomplished from and within each Party.
- B. Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.
- C. Purpose.** Licensee seeks to issue _____ parking permits at the College Street and Lakeview parking garages owned by the City to users that they manage.

3. DEFINITIONS

- A. "Parking Structures"** means the City-owned parking structures known as the College Street Parking Garage (located at located at 60 College Street) and the Lakeview Parking Garage (located at 41 Cherry Street) that function as a single facility.
- B. "Effective Date"** means the date on which this Agreement is approved and signed by the City, as shown on the signature page of this Agreement, whichever date is later.
- C. "Party"** means the City or Licensee and "Parties" means both the City and Licensee.

4. TERM AND EARLY TERMINATION

- A. Term.** This Agreement and the Parties' respective performance shall commence on the **first day of the month** following the Effective Date and expire one year from that date unless renewed according to §4.B.
- B. Renewal.** This Agreement shall automatically renew annually under the same terms of this

Agreement.

- C. Termination.** Either Party may terminate this Agreement upon written notice to the other Party with 60 day notice. The notice shall specify the date of the effective termination.

5. GRANT OF LICENSE

- A. Use of Facilities.** The City shall provide Licensee with parking permits to be used by Licensee and its authorized permit holders at the Parking Structures for the term of this Agreement as set forth in §4.A.
- B. Timing Restrictions.** The parking licenses granted under this Agreement shall only be valid _____ days per week.
- C. User Restrictions.** Only currently registered vehicles that are legally allowed to be operated on public streets may be issued a parking license and utilize the Parking Structures privileges granted in this Agreement. Motorcycles, scooters, electric or motorized bicycles, bicycles of any other kind, or other similar light-weight vehicles are not allowed.
- D. Identification of License.** All persons possessing parking permit granted under this Agreement must utilized the appropriate credentials via the automated entry/exit point to utilize the parking privileges granted herein. Such identification may include a card, decal, hangtag, entry on a license plate registry, bar code, or other means as provided by the city.

6. PAYMENT

- A. License Fee.** Licensee shall pay the City \$_____ per month for each parking permit granted under this Agreement. The City may change the fee for each parking license by providing 60 days advanced notice to Licensee.
- B. Billing.** The billable term of each issued license shall begin on the day the license is issued to Licensee, and no earlier than on the first day of the month following the Effective Date. Licensee shall be issued an invoice on the last day of the month with payment due within 25 days of the invoice. There is no proration of permit fees.

7. PARKING CONDITIONS

- A. Use of Parking Structures.** The monthly parking permits issued under this Agreement authorize permit holders designated by the Licensee to self-park (and lock) one vehicle for each permit in an available (i.e. not being used) parking space located within the Parking Structures. If a permit holder is unable to park in the Parking Structures due to full occupancy, the City may, at its sole discretion, offer parking to permit holders at a different City-owned parking structure. Notwithstanding the foregoing, the City **does not guarantee** the availability of parking spaces under this Agreement nor will it cover costs associated with obtaining alternative parking if the facility is full. The City will operate in good faith to maintain available capacity in the structure.
- B. Management of Parking Structures.** The City reserves the right to manage parking in its facilities in the best interests of the City. Licensee acknowledges and agrees that management of City facilities may require the holders of the parking permits granted under this Agreement to use another parking structure or be relocated.
- C. Emergency Removal.** In the event of an emergency (a threat of imminent danger to life or property created by a problem with the Parking Structures or permit holder's vehicle), the City may move the vehicle to another space in the Parking Structures or remove the vehicle to a space outside the Parking Structures without notification to the permit holder. If the emergency derives from the

condition of the Parking Structures, the City will notify the permit holder of the location of the removed vehicle after removal, and the City shall pay for removal expenses. If the emergency derives from the permit holder's vehicle, the City will notify thereafter the permit holder of the location of the removed vehicle, and the permit holder may have to pay for removal expenses at the City's discretion. The City will determine what constitutes an emergency.

- D. Burlington Police Department Enforcement.** Licensee and permit holders understand that the Burlington Police Department ("BPD") polices the Parking Structures and enforces all traffic laws, posted signs, striping, gates and other directions and markings provided in the Parking Structures. Parking Structures staff may issue warnings to assist permit holders with compliance or call BPD to ensure enforcement of compliance with said directions and markings.
- E. Acceptance of Risk.** Parking is at Licensee and its designated permit holder's sole risk. The City shall not guard, assume care, custody, or control of any vehicle or its contents. The City shall not be responsible for any loss or damage caused to vehicles or their contents utilizing the City's Parking Structures including fire, theft, damage, or loss directly resulting from the negligence of the City. No bailment is created under this Agreement.
- F. Reporting.** Licensee shall require that as a condition of issuing a parking permit granted herein, the permit holder shall report any damage to the Parking Structures caused by the permit holder's vehicle. Such damage includes, but is not limited to, the leaking of any chemicals, oil, gas, or antifreeze.
- G. Leaks.** If a vehicle is discovered to be leaking any chemical, oil, gas, or antifreeze, the City may temporarily suspend the parking permit privileges of the permit holder until the permit holder provides the City with written proof that necessary repairs were made to prevent further leakage. Any suspension issued under this §7.F. shall not suspend Licensee's obligation to pay the fee set forth in §6.A.
- H. Limitation on Use.** The parking permits granted herein are for the exclusive use of the Licensee and its authorized permit holder(s). Parking permits shall not be loaned, altered, transferred or sold. Licensee agrees that misuse of a permit may be deemed as theft of services and the permit holder may be locked out and that parking privileges in the Parking Structures may be rescinded. Permit holders are limited to natural persons who can and will provide a legal name, a valid and active email address, and a license plate number to the City in order to create an account. Licensee must provide the City with a legal name and a valid and active email address to create an account with the City. Other information may be asked for by DPW to facilitate proper administration.
- I. Compliance.** Licensee shall inform its permit holders that compliance with instructions for the use of a permit is a condition of its use. If a permit holder fails to properly comply with use instructions the permit holder's parking privileges in the Parking Structures may be rescinded.
- J. Insurance.** Licensee shall ensure that all permit holders possess minimum levels of vehicle insurance as required by law. If a permit holder fails to properly comply with use instructions the permit holder's parking privileges in the Parking Structures may be rescinded.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. All prior representations and understandings of the Parties, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

9. MODIFICATION

Except as otherwise provided by this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved by the Parties.

10. THIRD PARTY BENEFICIARIES

This Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely for the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement and do not create any right for such third parties.

11. WAIVER

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

12. CHOICE OF LAW

Vermont law shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with Vermont law shall be null and void. Any provision rendered null and void by operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.

13. JURISDICTION

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Vermont.

14. ASSIGNMENT

Licensee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the City. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Licensee's rights and obligations approved by the City shall be subject to the provisions of this Agreement.

— *Signature Page Follows* —

15. SIGNATURE PAGE

Persons signing for the Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect.

The Parties hereto have executed this Parking Agreement

LICENSEE

Licensee Name: _____

Address: _____

Signature: _____

Printed: _____

Title: _____

Date: _____

CITY OF BURLINGTON Department of Public Works

Signature: _____

Printed: _____

Title: _____

Date: _____



October 17, 2019

TO: Public Works Commission
Transportation, Energy, & Utilities Committee

FROM: Elizabeth Gohringer, Associate Planner, DPW
Will Clavelle, Projects & Policy Specialist, CEDO

RE: Street Seats/Parklet Pilot - Follow Up

Recommendations

No action is requested at this time.

Street Seat Pilot Introduction

The Department of Public Works' (DPW) and the Community and Economic Development Office's (CEDO) Parklet Pilot Program was introduced to the Public Works Commission and the Transportation, Energy, and Utilities Committee (TEUC) at their February 2019 meetings. DPW staff also introduced the Pilot Program to the License Committee at their March 2019 meeting. A Request for Proposals (RFP) was released, five applications were received, four applications were selected for the pilot. Drifter's Restaurant & Bar was one of the applicants who was selected to move forward, however, Public Works staff never received their required encumbrance permit application.

Three locations were successfully permitted and installed this summer: The Archives Bar (191 College Street, 1 parking space), El Cortijo (189 Bank Street, 2 parking spaces), and Restaurant Poco, (55 Main Street, 2 parking spaces). A total of five metered parking spaces were encumbered in the downtown. The Street Seat locations were installed between mid-June and mid-July and were removed by October 1. Each Street Seat location was designated for use by the host business' patrons during their regular business hours and available for public use at all other hours:

- El Cortijo's business hours: 11am – 11pm, seven days a week
- Restaurant Poco's business hours: In development during the pilot, since they were a brand new business, approximately Tuesday – Saturday: 10am-10pm
- Archives' business hours: Monday – Friday: 4pm – 2am, Saturday and Sunday: 12pm – 2am

These locations were available for business patrons during business hours and open to the public during all other times. The locations were rebranded as "Street Seats," since the term "Parklet"

implied that they were fully public spaces. The Commission approved parking meter removal for these locations for the duration of the pilot program, since Street Seats are not an approved use of metered spaces in the Ordinance at this time.

Survey Responses

The Public Works Commission, TEUC, and License Committee all expressed various concerns about the pilot, including the potential for unwanted loitering, the use of public space by private businesses, design for public access during public hours, the loss of parking and parking revenue, and that the designs be safe. In order to help evaluate the areas of concern and the success of the pilot, a variety of surveys were conducted. Highlights are included below and the full surveys are attached.

- To understand how the public felt about the Street Seats, surveys were made available at each of the three locations. A total of 58 responses were received from Street Seat users: 47 from El Cortijo, 7 from The Archives, and 4 from Restaurant Poco.
 - About 60% of respondents noticed the Street Seat and came to see it, rather than coming to the restaurant itself.
 - About 36% of respondents at Restaurant Poco and The Archives were visiting during their business hours. About 74% of respondents at El Cortijo were visiting during their business hours, which had much longer business hours than the other two locations.
 - About 57% of respondents felt the Street Seats enhance street character and provide more opportunity for community interaction.
 - About 86% of respondents said they would prefer the space remain as a Street Seat at the end of the pilot.
 - About 88% of respondents would like to see more Street Seats in Burlington.
 - Respondents expressed a desire for more seating during public hours.
 - Respondents support a combination of public and private hours.
 - About 7% of comments received on the surveys were negative.
 - About 62% of respondents were from Burlington and were between 18 – 65+ years of age.
- Surveys were also administered to the three sponsoring/hosting businesses, to better understand their experience managing the space, any issues they may have run into along the way, and to attempt to learn what, if any, financial impact the businesses may have felt. Full surveys are attached, but highlights include:
 - On average, the hosting businesses spent \$8,167 on design, construction, installation, materials, and maintenance of their Street Seat.
 - The Archives and El Cortijo both increased their staffing as a result of the Street Seat.
 - All businesses reported an increase in foot traffic and sales/business volume. El Cortijo reported an estimated increase in revenue of 2-3% during the pilot.
 - They all reported they were able to maintain the space very well during the pilot.
 - El Cortijo would theoretically be willing to pay up to \$4,000 in the future for things like lost parking revenue, while Restaurant Poco and The Archives would not.
 - All of the hosting businesses would recommend a Street Seat to other merchants.
 - Business owners expressed a desire for a more streamlined permitting process for the future, off-season storage space provided by the City, a longer operating season, and more promotion of the program from the City.

- DPW and CEDO staff also had conversations with five businesses adjacent to the hosting businesses: Burlington Hostel, Anjou & the Little Pear, Tick Tock Jewelers, Phoenix Books, and Patagonia.
 - None of the businesses reported the Street Seats causing any negative impacts on their deliveries or routine operations.
 - The Street Seats were considered safe and appeared well maintained. No businesses reported seeing any unwanted behaviors taking place in the Street Seats.
 - Loss of parking due to the Street Seats was not a major concern, though the impact from other construction projects in the downtown was of particular concern to Tick Tock Jewelers.
 - Anjou, Tick Tock, and Phoenix Books mentioned that having people sitting in the nearby Street Seat may have provided additional advertising for their business. However, businesses reported they either saw no increase or potentially a small increase in foot traffic and business volume due to the Street Seat, and that it was impossible to say for sure.
 - The Hostel expressed that it would have been better to have Restaurant Poco's Street Seat installed earlier in the season and felt the space was rarely used.
 - Adjacent businesses said Restaurant Poco's Street Seat wasn't used very often, while business owners adjacent to The Archives and El Cortijo said they were often busy.
 - At least one adjacent business was interested in partnering with another business in the future on a Street Seat.
 - All of the adjacent businesses were supportive of the Street Seat program returning to Burlington next year and at least a couple of them were strongly in favor of Street Seats/Parklets in Burlington.

Other Public Feedback & Considerations

- Before the pilot began, staff heard from several people on social media who were concerned about parking loss from the pilot or the potential for unwanted behaviors in these spaces.
- During the pilot, staff received three emails from local residents and two emails from downtown businesses, expressing their frustration with the temporary removal of parking spaces for the benefit of other private businesses and that parking is already too hard to come by downtown.
- Three other businesses in the downtown this summer expressed interest in being involved in the program in the future.
- There were no safety issues reported to staff during the pilot. There were no incidents of vehicles striking the structures or anyone being injured while in a Street Seat.
- The Excavation Inspector fielded some questions from Utilities during the pilot, in regards to access and what to do in the event of an emergency.
- The "hybrid," shared use approach (public and private use) of the Street Seat may have helped manage unwanted behavior, such as loitering. It likely helped deter all-day loitering by creating turnover and activity in the space.

Next Steps, Program Guide, & Policy Direction

Piloting Street Seats for one summer allowed the City to gauge the public appetite for creating outdoor seating in place of parking. There are some concerns about parking constraints in the

downtown in general, but host businesses, adjacent businesses, and the survey respondents seem to support a continuation of Street Seats and Parklets in the future.

Based on the pilot's success and the generally positive responses from the surveys, staff are creating a Street Seats/Parklet Program Guide to continue the program next year. The pilot has helped inform the policies and processes that should be in place to have a successful Street Seat/Parklet Program. This generally includes a process flowchart, permitting cost estimates and schedules, rolling application windows to support more participation, more details on site selection and Street Seat/Parklet design (including more available seating during public hours), an application review committee with community participation, caps on the number of Street Seats/Parklets, and annual permits that can be renewed or placed on hold for situations like nearby street reconstruction.

Staff plan to return to the Public Works Commission, TEUC, and License Committee in November to present the draft Program Guide. In the meantime, staff welcome any specific concerns/questions to help inform the Guide and help us address specific questions when we return in November. Examples of policy issues we are still working through:

- What is the maximum number of parking spaces that should be allowed to be encumbered as part of this program? Should this maximum be citywide or restricted to the downtown? We are considering no more than 10 encumbered parking spaces in the downtown and no restrictions outside of the downtown core, but we welcome input on this approach.
- If parking fees are assessed, should fees be prorated towards the percentage of public vs private hours of access? Prorated fees could be calculated for metered parking spaces during the hours that parking would be enforced. Non-metered spaces could pay the standard encumbrance fees (\$1 / square foot). Or, is a flat-fee preferred?

We would welcome any input on these policy questions at the DPW Commission's October meeting.

Attachments

- Attachment 1: Blank Public Survey
- Attachment 2: Public Survey Summary Responses
- Attachment 3: Blank Hosting Business Survey
- Attachment 4: Hosting Business Surveys
- Attachment 5: Other Public Feedback Log

Attachment 1: Blank Public Survey Example



Restaurant Poco - Street Seats Pilot Program

Restaurant Poco

This Street Seat is part of a summer pilot. Street seats are public spaces created from a platform at sidewalk level that extends the pedestrian zone into the parking lane. They can cover one or two parking spaces and include a place for people to sit, rest, gather, eat, and socialize. Your participation in this survey is appreciated and will help inform the future of Street Seats in Burlington. Thank you!

1. Why did you visit this Street Seat location?

- ☐ I came because I like this restaurant
- ☐ I noticed the Street Seat and wanted to check it out
- ☐ I wanted a place to sit and am visiting during public hours
- ☐ Other (please specify)

2. Are you visiting this Street Seat during Restaurant Poco's business hours or during public hours?

- ☐ Business Hours
- ☐ Public Hours
- ☐ I'm not sure

3. What do you like about this street seat?

4. What additional amenities would you like to see at this Street Seat location? What would you change about the street seat?

☐ Bike Rack

☐ Art

☐ Dog Bowls

☐ Plants

☐ Lights

☐ Other

5. At the end of the pilot, would you prefer this space return to parking, or remain as a Street Seat?

☐ Parking

☐ Street Seats

☐ Undecided

6. Do you think this Street Seat location should be fully open to the public at all times, fully dedicated to Restaurant Poco patrons, or a combination of public and private hours?

Fully open to the public	Combination of public and private hours	Fully dedicated to Restaurant Poco
☐	☐	☐

7. This street seat:

☐ Provides greater opportunity for community interaction

☐ Draws people to the area and nearby businesses

☐ Enhances street character

☐ Influenced a purchase I made at the host or nearby business

☐ Makes the street feel safer

☐ None of the above

8. Would you like to see more Street Seats in Burlington?

☐ Yes

☐ No

☐ Maybe - Please explain

9. Where are you coming from?

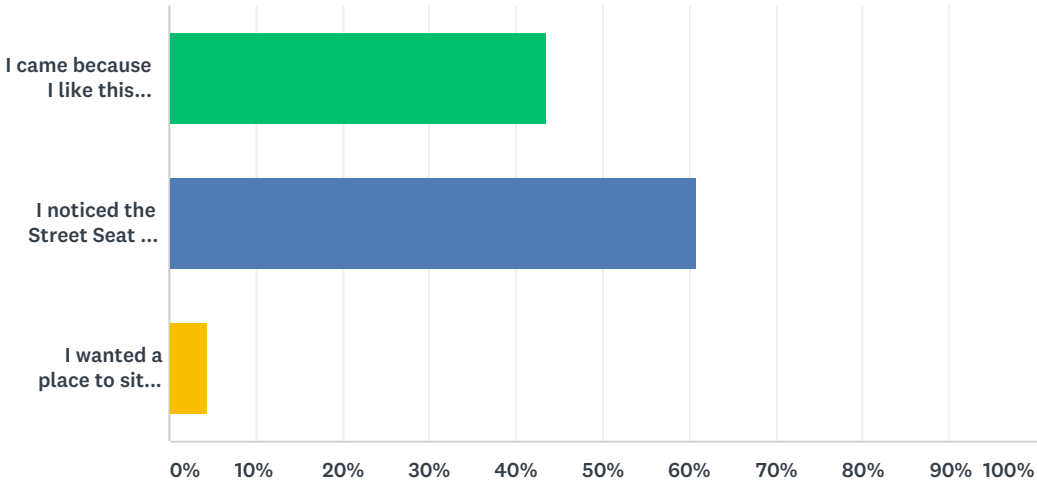
- ☐ Burlington
- ☐ Chittenden County
- ☐ Other (please specify)

10. How old are you?

- | | |
|--------------------------------|-----------------------------|
| ☐ Under 18 | ☐ 45-54 |
| ☐ 18-24 | ☐ 55-64 |
| ☐ 25-34 | ☐ 65+ |
| ☐ 35-44 | |

Q1 Why did you visit this Street Seat location?

Answered: 46 Skipped: 1

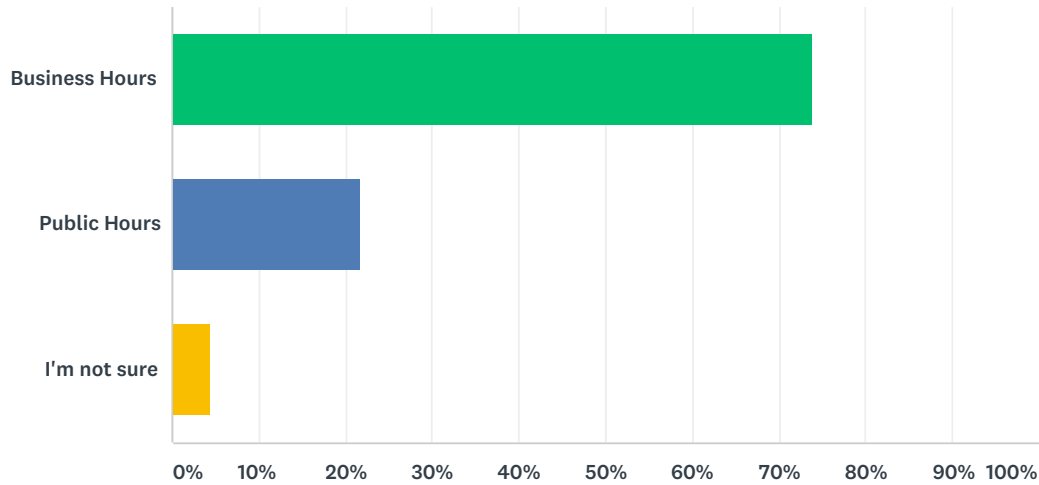


ANSWER CHOICES		RESPONSES	
I came because I like this restaurant		43.48%	20
I noticed the Street Seat and wanted to check it out		60.87%	28
I wanted a place to sit and am visiting during public hours		4.35%	2
Total Respondents: 46			

#	OTHER (PLEASE SPECIFY)	DATE
1	I am waiting for a table, and it's a lovely night	7/5/2019 4:11 PM
2	I work near by	7/2/2019 7:18 AM

Q2 Are you visiting this Street Seat during El Cortijo's business hours or during public hours?

Answered: 46 Skipped: 1



ANSWER CHOICES	RESPONSES	
Business Hours	73.91%	34
Public Hours	21.74%	10
I'm not sure	4.35%	2
TOTAL		46

Q3 What do you like about this Street Seat?

Answered: 44 Skipped: 3

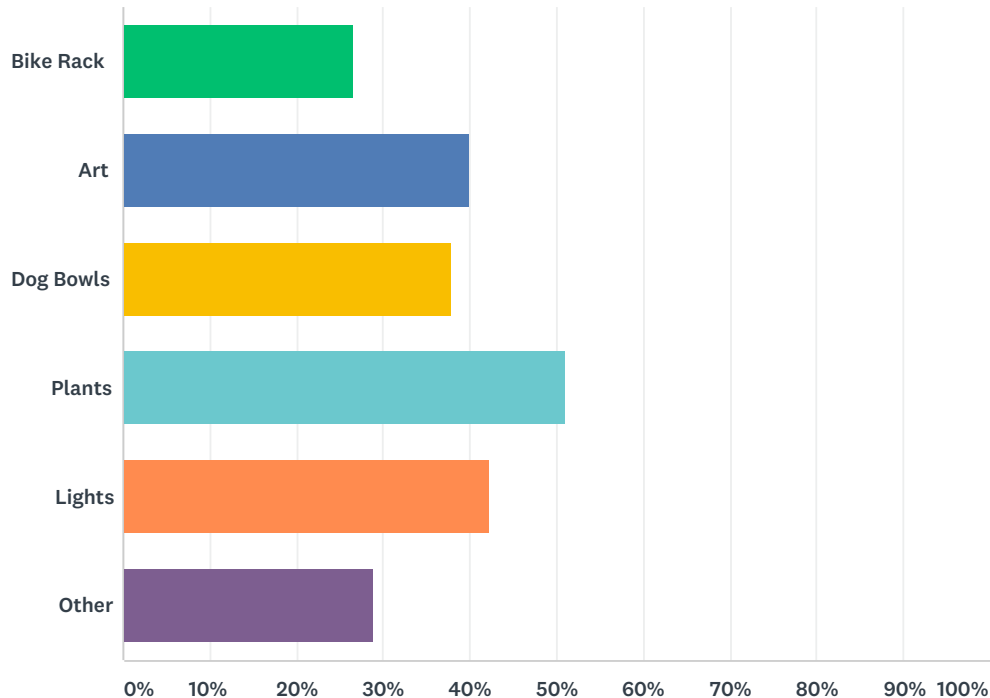
#	RESPONSES	DATE
1	More space, less lines and I love to be outside in the summer	9/28/2019 6:22 AM
2	It's beautiful and festive	9/8/2019 8:21 AM
3	Corrugation, totally lit	8/29/2019 6:02 PM
4	Outside seating and prioritizing people over vehicles.	8/5/2019 1:22 PM
5	awesome to have extra outside seating when the weather is nice! and also the design is super cute	8/5/2019 1:21 PM
6	They look nice, are functional and create a point of interest on the street.	8/4/2019 5:29 AM
7	It's very attractive and very comfortable.	7/30/2019 6:46 AM
8	Uses up only one parking spot and frees up a lot of space to eat and sit/relax	7/24/2019 3:03 PM
9	Great use of public space	7/19/2019 5:19 PM
10	It was wonderful! So nice to be able to sit outside and enjoy the evening	7/19/2019 5:19 PM
11	It rocks dude	7/19/2019 5:19 PM
12	Being outside instead of inside; also like being in the street to View the action.	7/12/2019 6:19 PM
13	It enhances the atmosphere of the Church Street area, and allows people to enjoy outdoor seating during our all-too-short summer season	7/12/2019 4:05 PM
14	Looks pretty	7/12/2019 9:14 AM
15	Outdoor space at a great restaurant	7/12/2019 8:12 AM
16	Great opportunity to enjoy outdoor seating and one of my favorite restaurants at the same time.	7/12/2019 8:01 AM
17	Offers more outdoor public space	7/11/2019 4:20 AM
18	Prettier. Let's you see people, and over them to the rest of street, rather than a wall of cars.	7/10/2019 8:56 AM
19	Innovative and attractive. Family and tourist friendly.	7/6/2019 1:16 PM
20	It adds to the street life. Removes Petrohogs from the street. Streets should be for people not machines. Ride your bike, walk, take the bus	7/6/2019 11:47 AM
21	More outdoor sitting space. Take advantage of our few summer months.	7/6/2019 7:34 AM
22	Beautiful space, plants and partition.	7/6/2019 7:04 AM
23	I don't. I can't use the seats due to the chains.	7/5/2019 7:52 PM
24	Public and private at the same time. Seating a little uncomfortable	7/5/2019 4:11 PM
25	It's outside!	7/2/2019 10:42 AM
26	Nice construction	7/2/2019 7:18 AM
27	Love to be able to sit outside on a beautiful day!	7/2/2019 6:35 AM
28	It's outside seating	7/1/2019 2:56 PM
29	Outside seating	7/1/2019 2:54 PM
30	Not much	6/30/2019 10:48 AM
31	It's a cool place to chill and helps make the city a little more pedestrian friendly.	6/30/2019 8:00 AM
32	These should be all around town!	6/28/2019 3:04 PM

El Cortijo - Street Seats Pilot Program

33	expands seating for a smaller restaurant in town and helps create a more pedestrian-friendly space outside of Church St.	6/28/2019 5:57 AM
34	Design, location; place to be outside and sit.	6/28/2019 5:11 AM
35	It's great to get more outside space downtown. In season, more local restaraunts and businesses should be able to offer outdoor retreats.	6/28/2019 4:23 AM
36	More room than the cramped sidewalk. Reclaiming part of our downtown from cars!	6/27/2019 7:38 PM
37	Utilizes outdoor space in a dense urban setting!	6/27/2019 1:45 PM
38	LOVE Burlington doing more along these lines — these are great way to create spaces for the public, while supporting business needs — and starting to discourage car usage (as much as possible at this point).	6/27/2019 12:22 PM
39	Love everything about it. Excellent idea! More please	6/27/2019 9:40 AM
40	Makes the street feel more pedestrian friendly and shields from vehicle traffic	6/26/2019 8:32 AM
41	It was beautiful. I loved the lights!	6/24/2019 5:11 PM
42	Great place to sit on a beautiful day!	6/24/2019 11:56 AM
43	It's accessible	6/24/2019 10:50 AM
44	Cool in the shade	6/24/2019 7:54 AM

Q4 What additional amenities would you like to see at this Street Seat location? What would you change about this Street Seat?

Answered: 45 Skipped: 2



ANSWER CHOICES	RESPONSES	
Bike Rack	26.67%	12
Art	40.00%	18
Dog Bowls	37.78%	17
Plants	51.11%	23
Lights	42.22%	19
Other	28.89%	13
Total Respondents: 45		

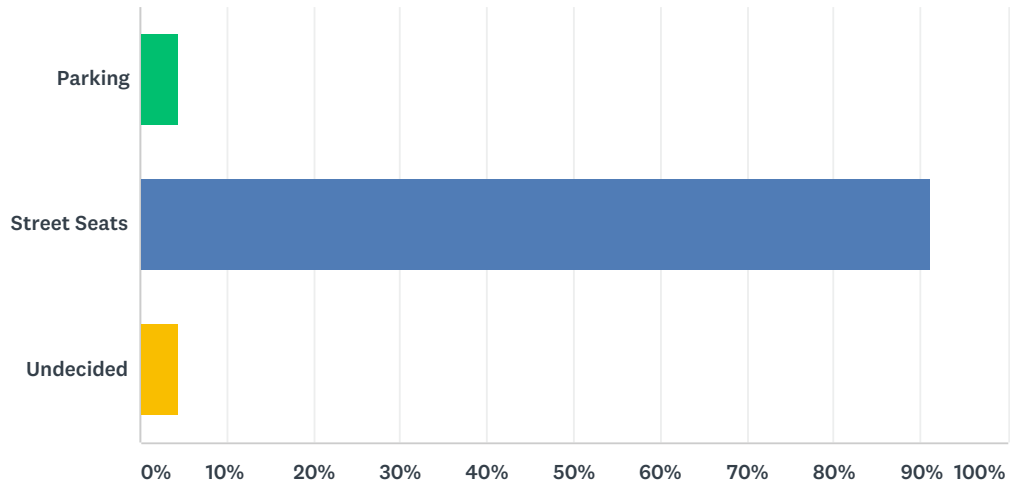
#	OTHER	DATE
1	Sun cover	7/12/2019 6:19 PM
2	Heat lamps to extend usability through the fall	7/12/2019 4:05 PM
3	Seats!	7/12/2019 9:14 AM
4	Somewhere to sit when public hours	7/11/2019 4:20 AM
5	N/a	7/6/2019 1:16 PM
6	Benches and more accommodations for the homeless and handicapped. Sidewalks and streets ales should be paved with interesting materials, good example is Lisbon	7/6/2019 11:47 AM
7	Not chained seats.	7/5/2019 7:52 PM

El Cortijo - Street Seats Pilot Program

8	Seats! If the restaurent is not open, there are no seats (they are put away). I'm not sure what is public about this, are you supposed to sit on the floor?	7/2/2019 7:18 AM
9	it was great!	7/2/2019 6:35 AM
10	Music	7/1/2019 2:56 PM
11	Music	7/1/2019 2:54 PM
12	Public seating 100% of the time	6/30/2019 10:48 AM
13	Umbrella	6/24/2019 11:56 AM

Q5 At the end of the pilot, would you prefer this space return to parking, or remain as a Street Seat?

Answered: 46 Skipped: 1

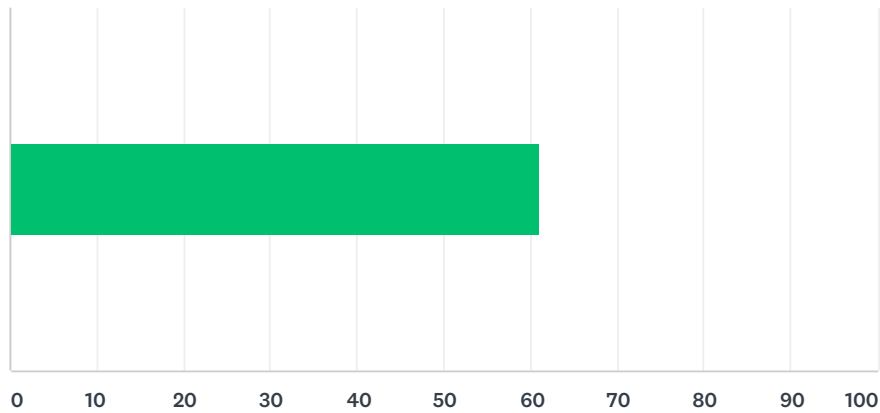


ANSWER CHOICES		RESPONSES	
Parking		4.35%	2
Street Seats		91.30%	42
Undecided		4.35%	2
TOTAL			46

#	UNDECIDED	DATE
1	Haven't spoken to many people and sonwoidng want my opinion to be based on my one visit	7/6/2019 1:16 PM
2	Wait and see	7/2/2019 7:18 AM

Q6 Do you think this Street Seat location should be fully open to the public at all times, fully dedicated to El Cortijo patrons, or a combination of public and private hours?

Answered: 44 Skipped: 3



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	61	2,692	44
Total Respondents: 44			

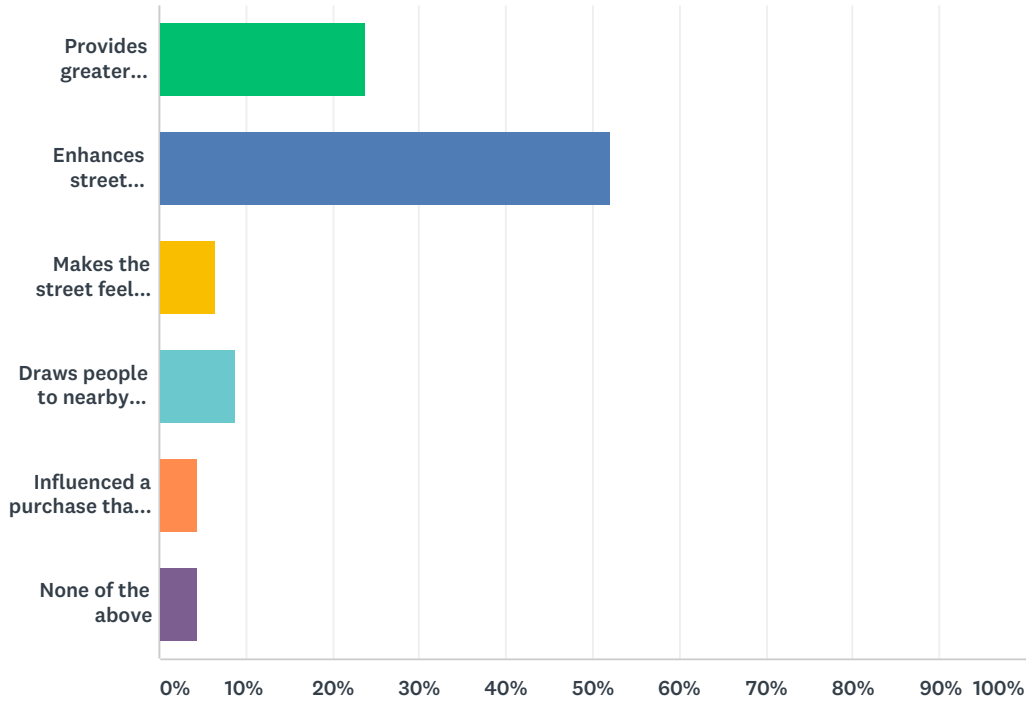
#		DATE
1	50	9/28/2019 6:22 AM
2	50	9/8/2019 8:21 AM
3	52	8/10/2019 11:39 AM
4	57	8/5/2019 1:22 PM
5	100	8/5/2019 1:21 PM
6	67	8/4/2019 5:29 AM
7	40	7/30/2019 6:46 AM
8	51	7/24/2019 3:03 PM
9	59	7/19/2019 5:19 PM
10	49	7/19/2019 5:19 PM
11	50	7/19/2019 5:19 PM
12	98	7/12/2019 6:19 PM
13	60	7/12/2019 4:05 PM
14	47	7/12/2019 9:14 AM
15	100	7/12/2019 8:12 AM
16	100	7/12/2019 8:01 AM
17	49	7/11/2019 4:20 AM
18	51	7/6/2019 1:16 PM
19	46	7/6/2019 11:47 AM
20	48	7/6/2019 7:34 AM

El Cortijo - Street Seats Pilot Program

21	100	7/6/2019 7:04 AM
22	11	7/5/2019 7:52 PM
23	100	7/5/2019 4:11 PM
24	26	7/3/2019 10:58 AM
25	100	7/2/2019 10:42 AM
26	50	7/2/2019 7:18 AM
27	87	7/2/2019 6:35 AM
28	100	7/1/2019 2:56 PM
29	51	7/1/2019 2:54 PM
30	49	6/30/2019 8:00 AM
31	52	6/28/2019 3:04 PM
32	50	6/28/2019 5:57 AM
33	34	6/28/2019 5:11 AM
34	100	6/28/2019 4:23 AM
35	52	6/27/2019 7:38 PM
36	48	6/27/2019 1:45 PM
37	50	6/27/2019 12:29 PM
38	50	6/27/2019 12:22 PM
39	52	6/27/2019 9:40 AM
40	50	6/26/2019 8:32 AM
41	49	6/24/2019 5:11 PM
42	100	6/24/2019 11:56 AM
43	51	6/24/2019 10:50 AM
44	56	6/24/2019 7:54 AM

Q7 This Street Seat:

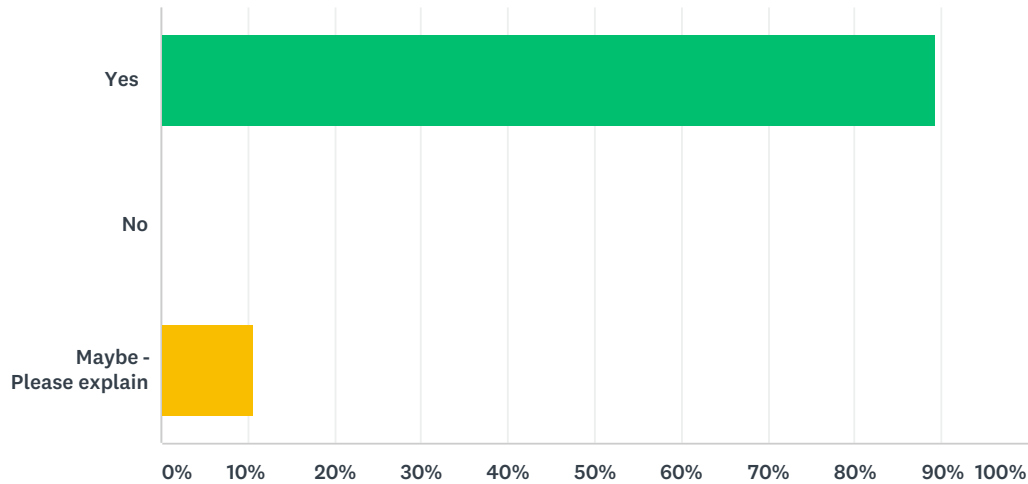
Answered: 46 Skipped: 1



ANSWER CHOICES	RESPONSES	
Provides greater opportunity for community interaction	23.91%	11
Enhances street character	52.17%	24
Makes the street feel safer	6.52%	3
Draws people to nearby businesses	8.70%	4
Influenced a purchase that I made at the host or nearby business	4.35%	2
None of the above	4.35%	2
TOTAL		46

Q8 Would you like to see more Street Seats in Burlington?

Answered: 47 Skipped: 0

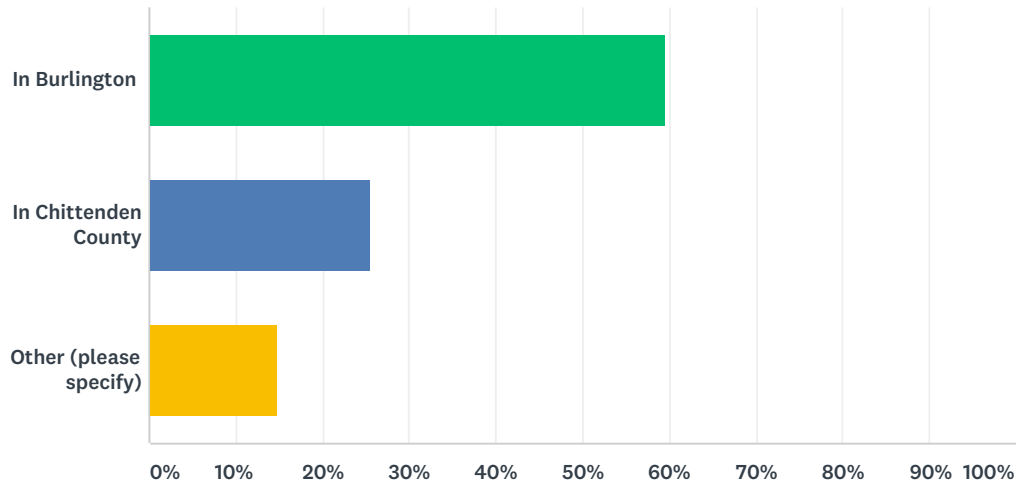


ANSWER CHOICES	RESPONSES	
Yes	89.36%	42
No	0.00%	0
Maybe - Please explain	10.64%	5
TOTAL		47

#	MAYBE - PLEASE EXPLAIN	DATE
1	If they have public seating. The restaurant seating covers up any public seating during off hours. There is just a hard floor which serves nobody.	7/12/2019 9:14 AM
2	Depends on how it affects parking	7/6/2019 1:16 PM
3	If they actually serve the public. This is great seating for the restaurant, which is a good thing, but there is nothing public about it.	7/2/2019 7:18 AM
4	Only if they are all 100% open to the public	6/30/2019 10:48 AM
5	Outside of Study Hall on College St. Right now they are dedicated solely to restaurants. I'd like see a large pilot with businesses in other industries.	6/30/2019 8:00 AM

Q9 Where do you live?

Answered: 47 Skipped: 0

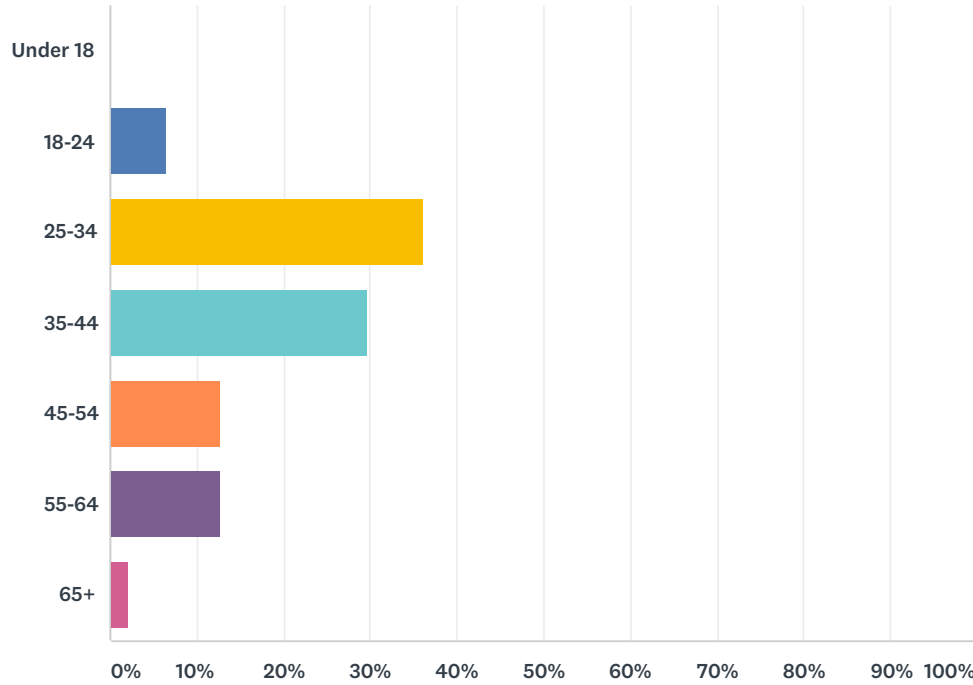


ANSWER CHOICES	RESPONSES	
In Burlington	59.57%	28
In Chittenden County	25.53%	12
Other (please specify)	14.89%	7
TOTAL		47

#	OTHER (PLEASE SPECIFY)	DATE
1	Maryland	8/10/2019 11:39 AM
2	Rochester, NY	7/19/2019 5:19 PM
3	NY	7/19/2019 5:19 PM
4	Hanover, NH	7/12/2019 6:19 PM
5	Winooski	7/5/2019 7:52 PM
6	Catskills, NY	7/5/2019 4:11 PM
7	Reading PA	6/24/2019 11:56 AM

Q10 How old are you?

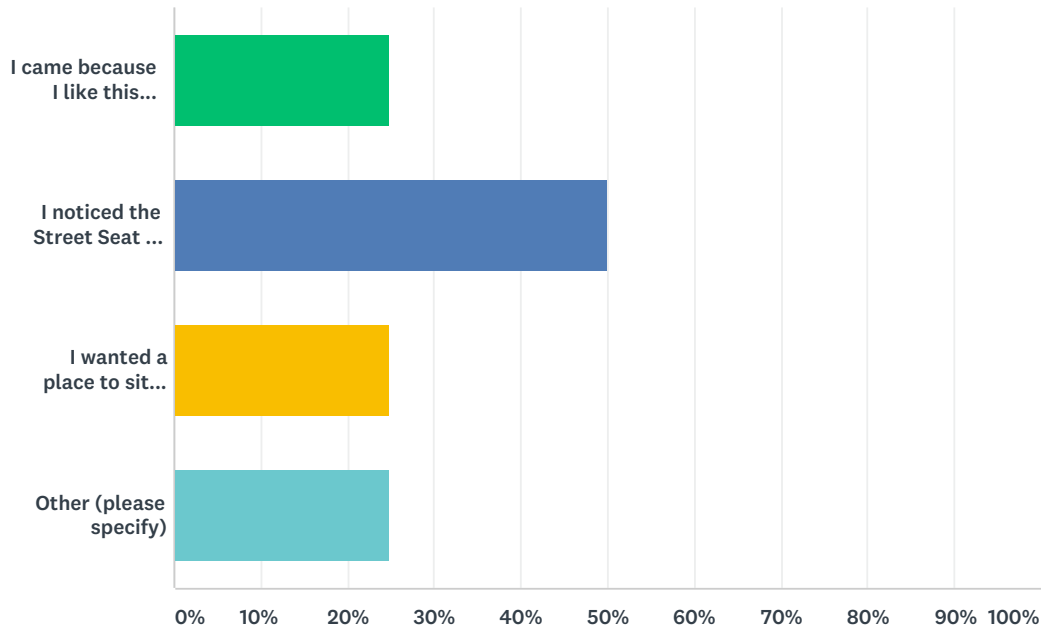
Answered: 47 Skipped: 0



ANSWER CHOICES	RESPONSES	
Under 18	0.00%	0
18-24	6.38%	3
25-34	36.17%	17
35-44	29.79%	14
45-54	12.77%	6
55-64	12.77%	6
65+	2.13%	1
TOTAL		47

Q1 Why did you visit this Street Seat location?

Answered: 4 Skipped: 0

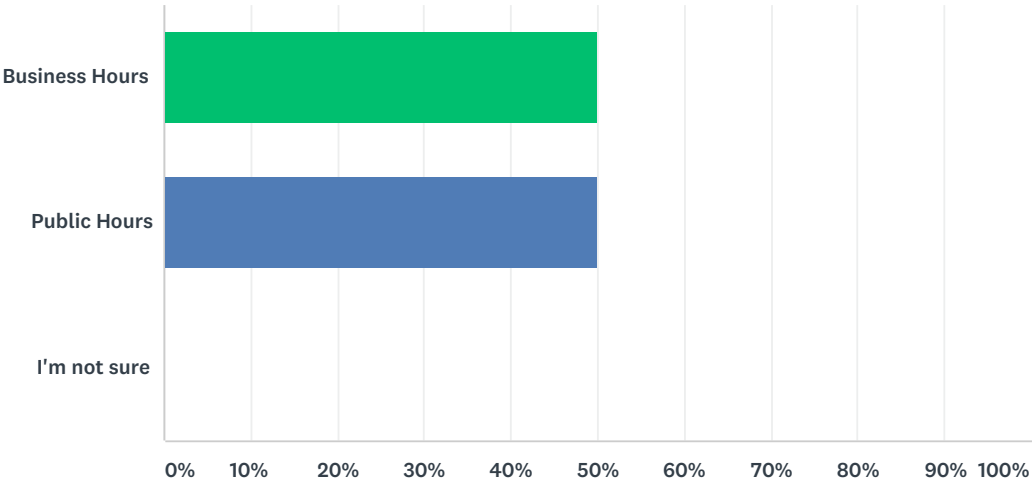


ANSWER CHOICES		RESPONSES
I came because I like this restaurant		25.00% 1
I noticed the Street Seat and wanted to check it out		50.00% 2
I wanted a place to sit and am visiting during public hours		25.00% 1
Other (please specify)		25.00% 1
Total Respondents: 4		

#	OTHER (PLEASE SPECIFY)	DATE
1	Partner lives above the restaurant/street seat	8/31/2019 6:47 AM

Q2 Are you visiting this Street Seat during Restaurant Poco's business hours or during public hours?

Answered: 4 Skipped: 0



ANSWER CHOICES	RESPONSES	
Business Hours	50.00%	2
Public Hours	50.00%	2
I'm not sure	0.00%	0
TOTAL		4

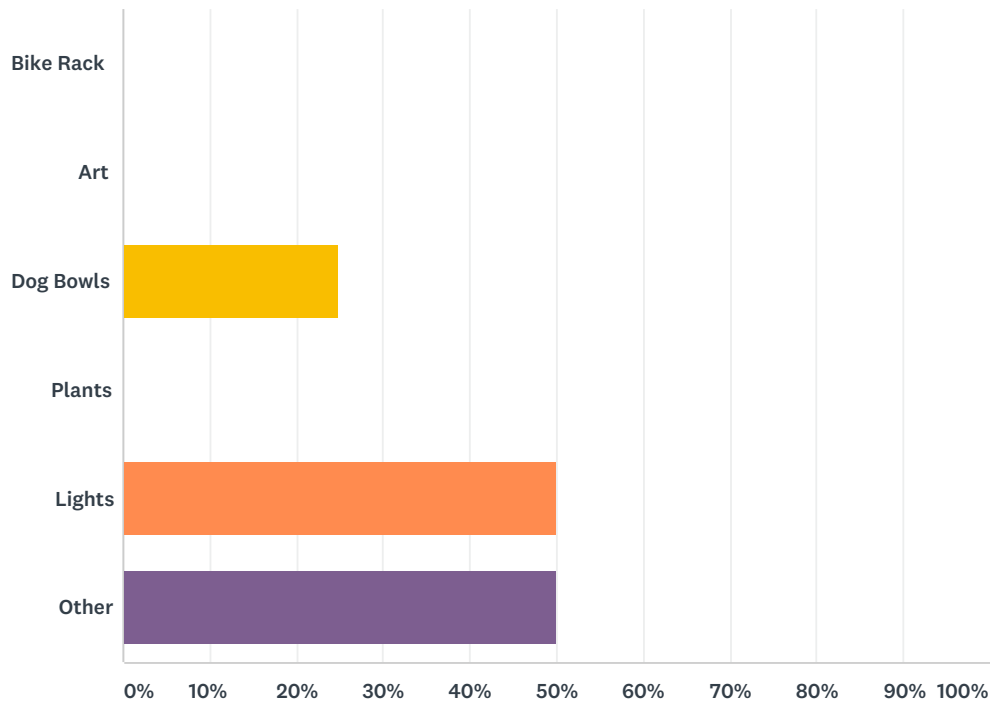
Q3 What do you like about this street seat?

Answered: 4 Skipped: 0

#	RESPONSES	DATE
1	the look and creativity of the parklet	9/29/2019 3:52 PM
2	It has potential to be a nice location	8/31/2019 6:47 AM
3	Looks great with the tree and it's cozy and great for the restaurant	8/24/2019 12:37 PM
4	Fantastic place to just take a few moments and chat with friend and people watch	8/11/2019 10:59 AM

Q4 What additional amenities would you like to see at this Street Seat location? What would you change about the street seat?

Answered: 4 Skipped: 0

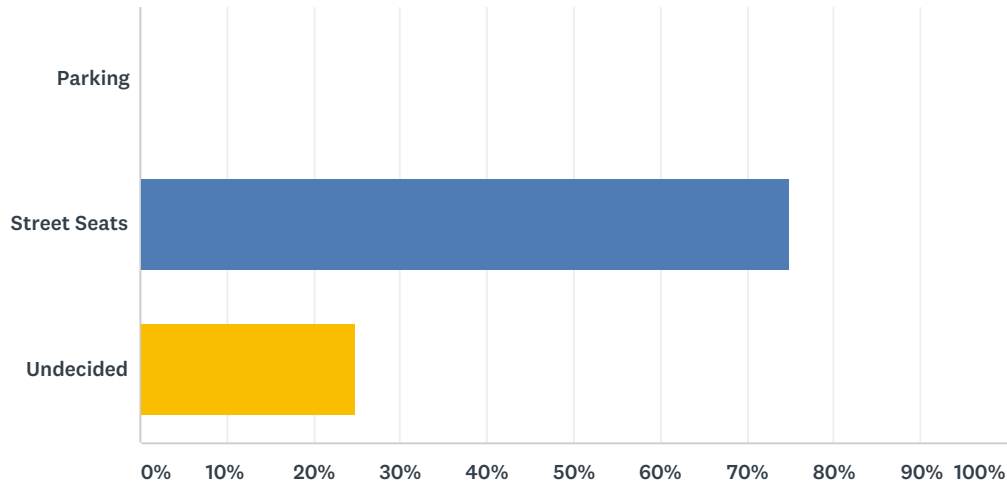


ANSWER CHOICES	RESPONSES	
Bike Rack	0.00%	0
Art	0.00%	0
Dog Bowls	25.00%	1
Plants	0.00%	0
Lights	50.00%	2
Other	50.00%	2
Total Respondents: 4		

#	OTHER	DATE
1	Seating. Currently the chairs are chained up when the restaurant is closed and there's a sign up that says it's seating only for restaurant patrons	8/31/2019 6:47 AM
2	More bar space	8/24/2019 12:37 PM

Q5 At the end of the pilot, would you prefer this space return to parking, or remain as a Street Seat?

Answered: 4 Skipped: 0

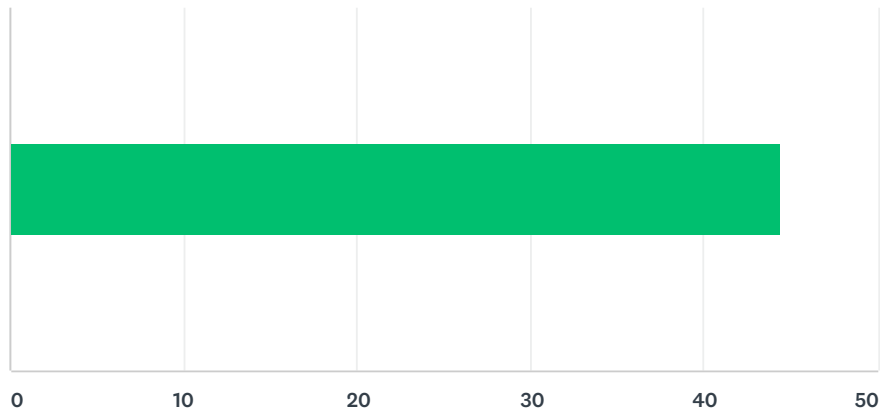


ANSWER CHOICES	RESPONSES
Parking	0.00% 0
Street Seats	75.00% 3
Undecided	25.00% 1
TOTAL	4

#	UNDECIDED	DATE
1	It would depend on whether it becomes more public access or stays as restaurant seating	8/31/2019 6:47 AM

Q6 Do you think this Street Seat location should be fully open to the public at all times, fully dedicated to Restaurant Poco patrons, or a combination of public and private hours?

Answered: 4 Skipped: 0

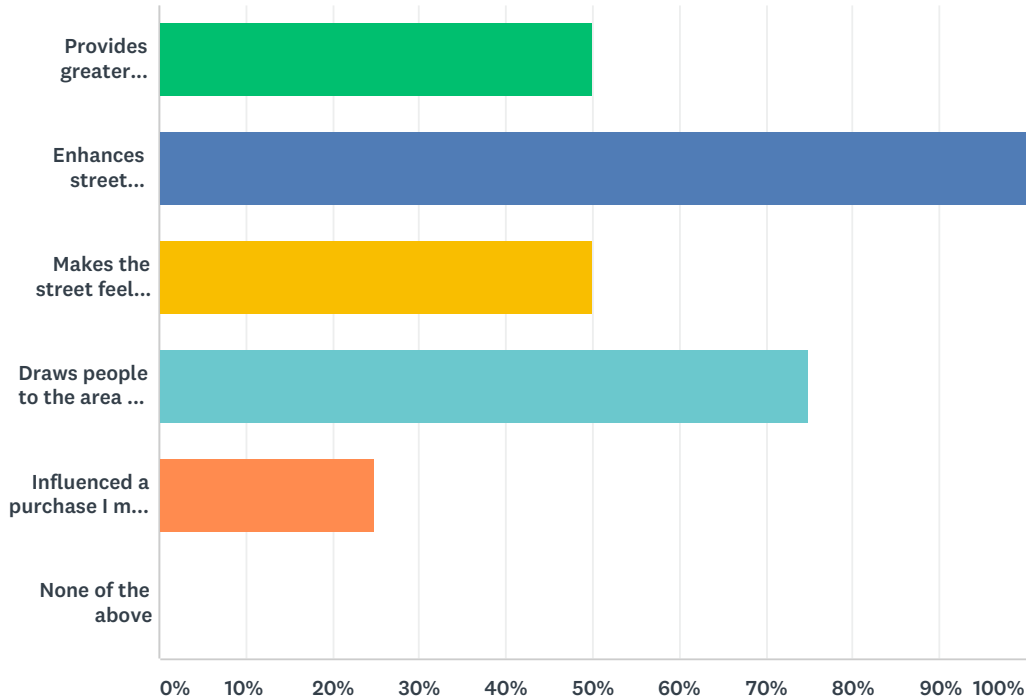


ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	45	178	4
Total Respondents: 4			

#		DATE
1	50	9/29/2019 3:52 PM
2	29	8/31/2019 6:47 AM
3	51	8/24/2019 12:37 PM
4	48	8/11/2019 10:59 AM

Q7 This street seat:

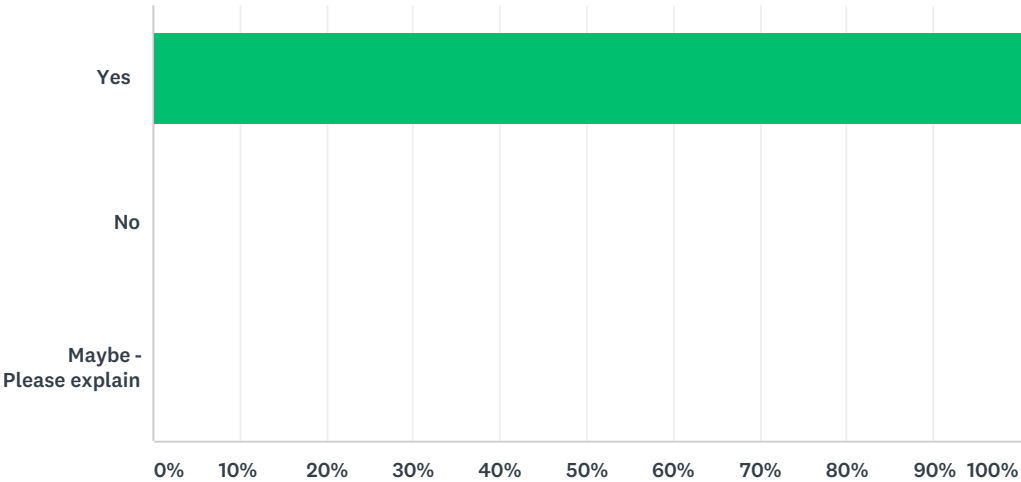
Answered: 4 Skipped: 0



ANSWER CHOICES	RESPONSES	
Provides greater opportunity for community interaction	50.00%	2
Enhances street character	100.00%	4
Makes the street feel safer	50.00%	2
Draws people to the area and nearby businesses	75.00%	3
Influenced a purchase I made at the host or nearby business	25.00%	1
None of the above	0.00%	0
Total Respondents: 4		

Q8 Would you like to see more Street Seats in Burlington?

Answered: 4 Skipped: 0

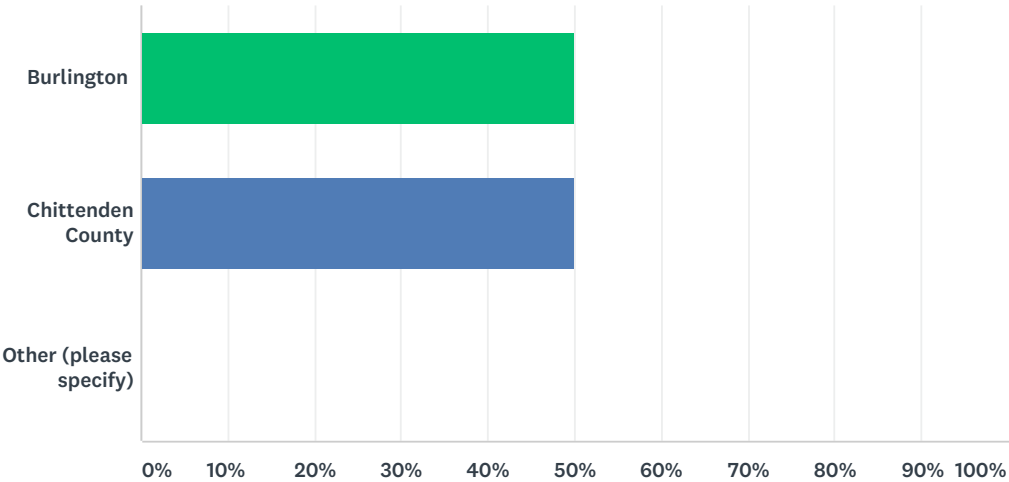


ANSWER CHOICES		RESPONSES	
Yes		100.00%	4
No		0.00%	0
Maybe - Please explain		0.00%	0
TOTAL			4

#	MAYBE - PLEASE EXPLAIN	DATE
	There are no responses.	

Q9 Where are you coming from?

Answered: 4 Skipped: 0

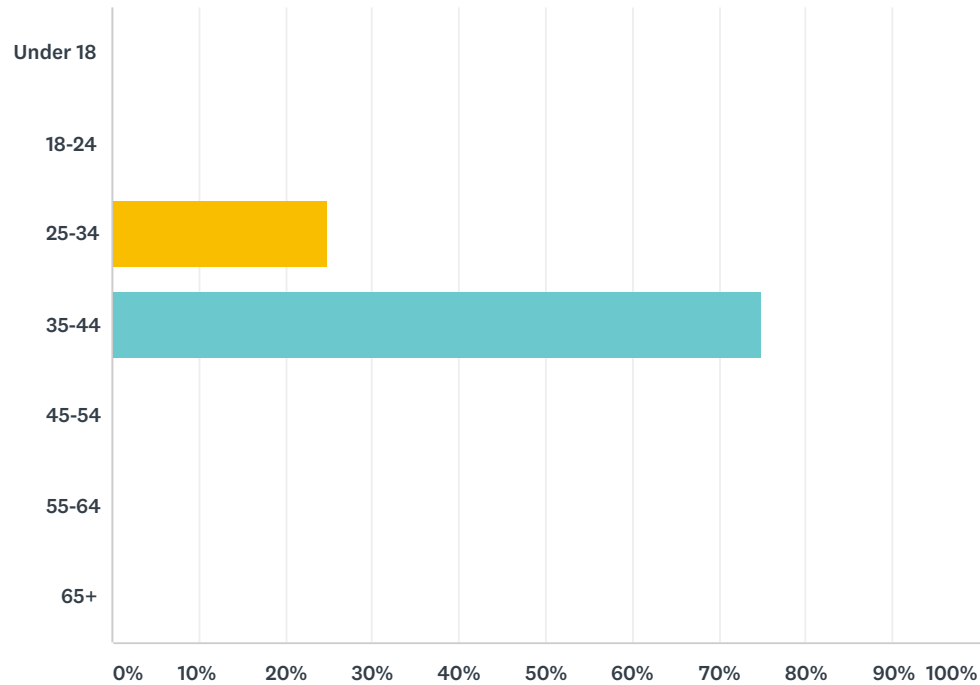


ANSWER CHOICES	RESPONSES	
Burlington	50.00%	2
Chittenden County	50.00%	2
Other (please specify)	0.00%	0
TOTAL		4

#	OTHER (PLEASE SPECIFY)	DATE
	There are no responses.	

Q10 How old are you?

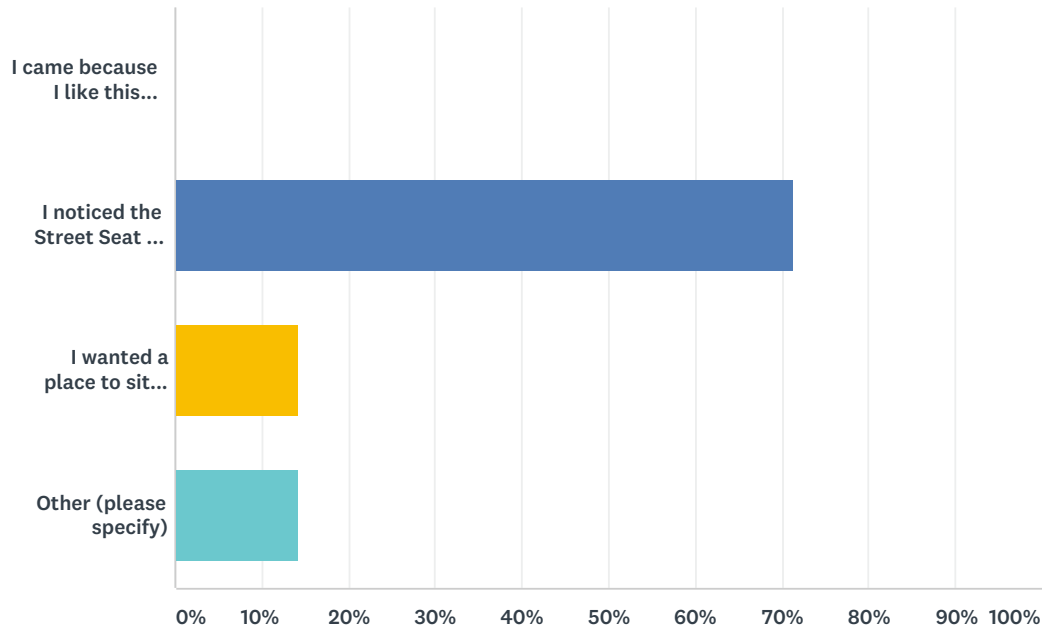
Answered: 4 Skipped: 0



ANSWER CHOICES	RESPONSES	
Under 18	0.00%	0
18-24	0.00%	0
25-34	25.00%	1
35-44	75.00%	3
45-54	0.00%	0
55-64	0.00%	0
65+	0.00%	0
TOTAL		4

Q1 Why did you visit this Street Seat location?

Answered: 7 Skipped: 0

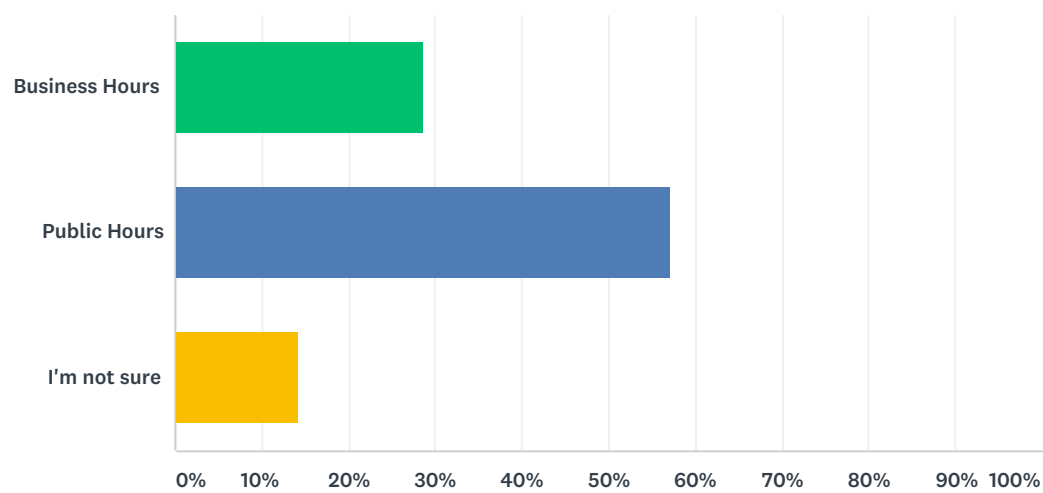


ANSWER CHOICES		RESPONSES	
I came because I like this restaurant		0.00%	0
I noticed the Street Seat and wanted to check it out		71.43%	5
I wanted a place to sit and am visiting during public hours		14.29%	1
Other (please specify)		14.29%	1
Total Respondents: 7			

#	OTHER (PLEASE SPECIFY)	DATE
1	I live next to it	7/11/2019 2:47 AM

Q2 Are you visiting this Street Seat during The Archive's business hours or during public hours?

Answered: 7 Skipped: 0



ANSWER CHOICES		RESPONSES	
Business Hours		28.57%	2
Public Hours		57.14%	4
I'm not sure		14.29%	1
TOTAL			7

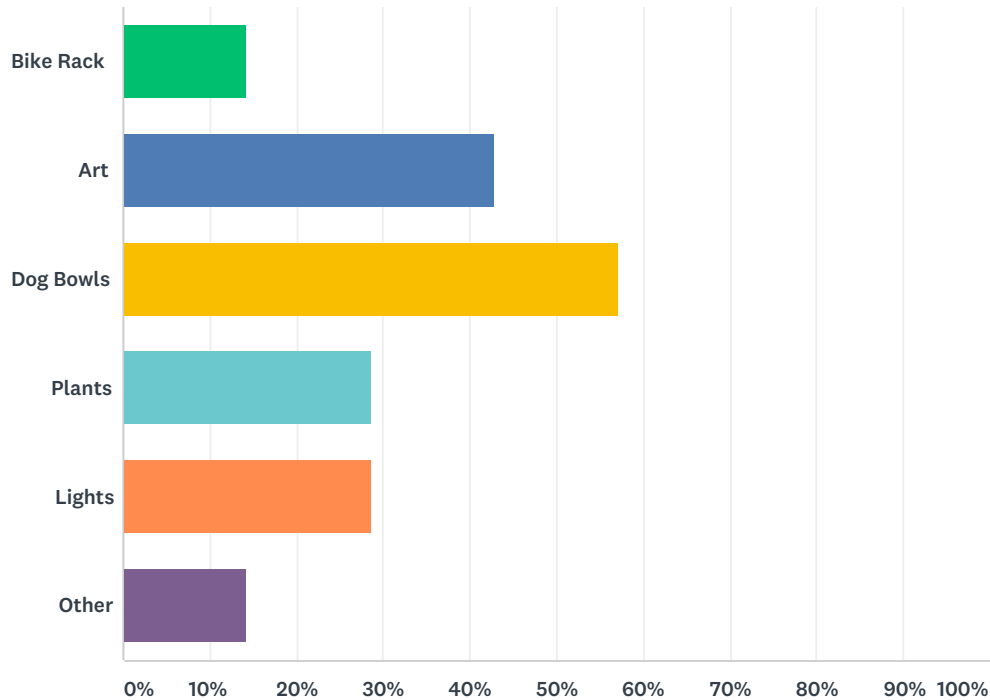
Q3 What do you like about this street seat?

Answered: 6 Skipped: 1

#	RESPONSES	DATE
1	A nice place to enjoy lunch outside	9/19/2019 10:28 AM
2	Cool idea	7/11/2019 2:47 AM
3	I think this is one of the most misdirected uses of public energy and space. Downtown has a major parking problem and a spot is being taken up, not used and partially used to benefit a select few businesses. The parking spaces are paid for by all our taxes, so I'm not sure why one business should benefit more than the rest.	7/10/2019 10:04 AM
4	It looks way nicer than a car, especially with the plantings. Having more places to rest and wait makes the area more desirable to be in as it feels welcoming, rather than just trying to move you along.	7/8/2019 10:35 AM
5	It's sunny and there are pretty flower boxes with a nice mix of plants!	7/8/2019 9:08 AM
6	I like how comfortable the seat is, I also like that it is open to the public in between business hours. Overall, love the idea!	6/30/2019 4:04 PM

Q4 What additional amenities would you like to see at this Street Seat location? What would you change about the Street Seat?

Answered: 7 Skipped: 0

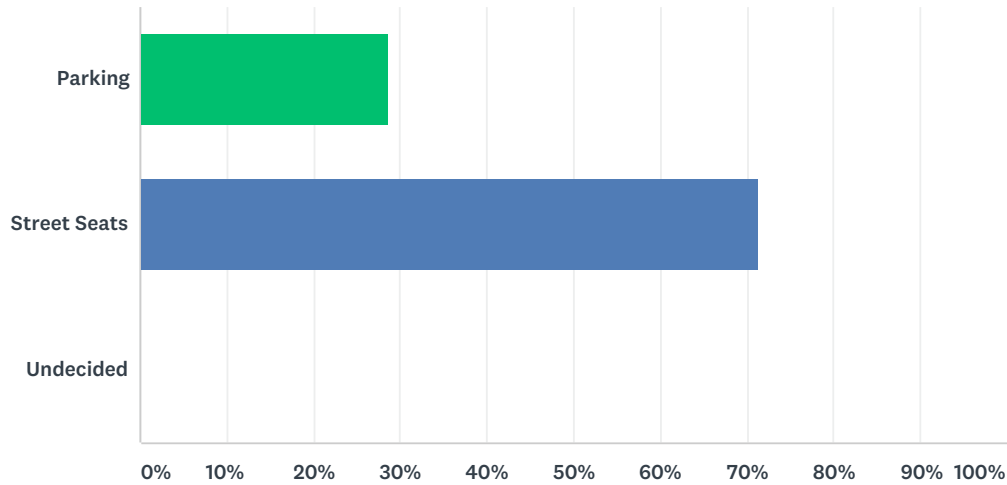


ANSWER CHOICES		RESPONSES	
Bike Rack		14.29%	1
Art		42.86%	3
Dog Bowls		57.14%	4
Plants		28.57%	2
Lights		28.57%	2
Other		14.29%	1
Total Respondents: 7			

#	OTHER	DATE
1	Turn it back to parking	7/10/2019 10:04 AM

Q5 At the end of the pilot, would you prefer this space return to parking, or remain as a Street Seat?

Answered: 7 Skipped: 0

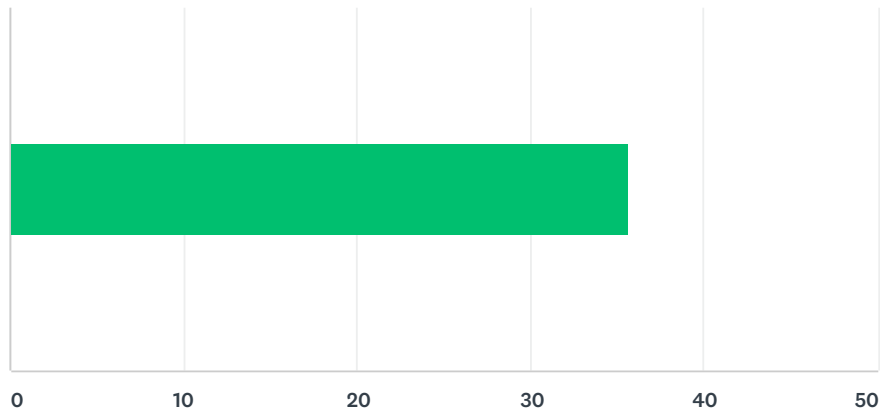


ANSWER CHOICES	RESPONSES	
Parking	28.57%	2
Street Seats	71.43%	5
Undecided	0.00%	0
TOTAL		7

#	UNDECIDED	DATE
	There are no responses.	

Q6 Do you think this Street Seat location should be fully open to the public at all times, fully dedicated to The Archives patrons, or a combination of public and private hours?

Answered: 6 Skipped: 1

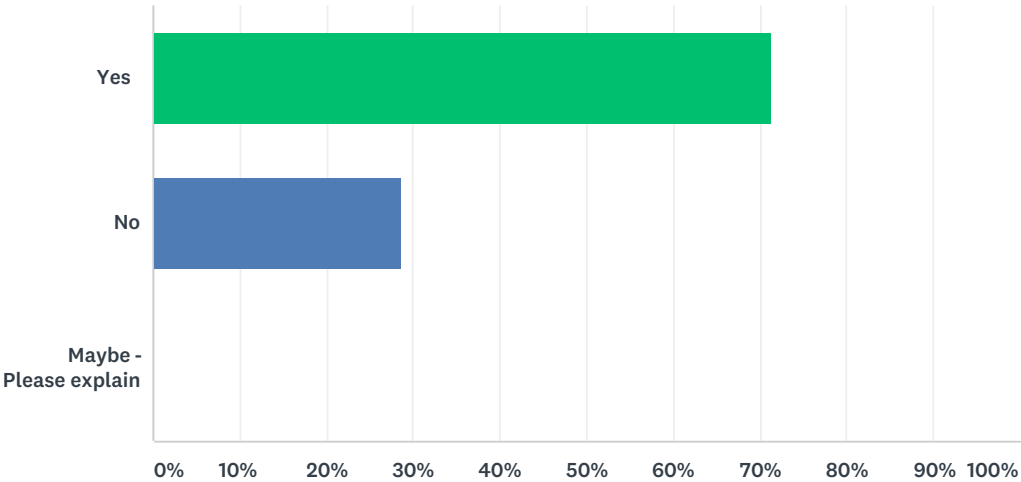


ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	36	214	6
Total Respondents: 6			

#		DATE
1	48	9/19/2019 10:28 AM
2	33	8/30/2019 11:05 AM
3	47	7/11/2019 2:47 AM
4	3	7/8/2019 10:35 AM
5	31	7/8/2019 9:08 AM
6	52	6/30/2019 4:04 PM

Q7 Would you like to see more Street Seats in Burlington?

Answered: 7 Skipped: 0

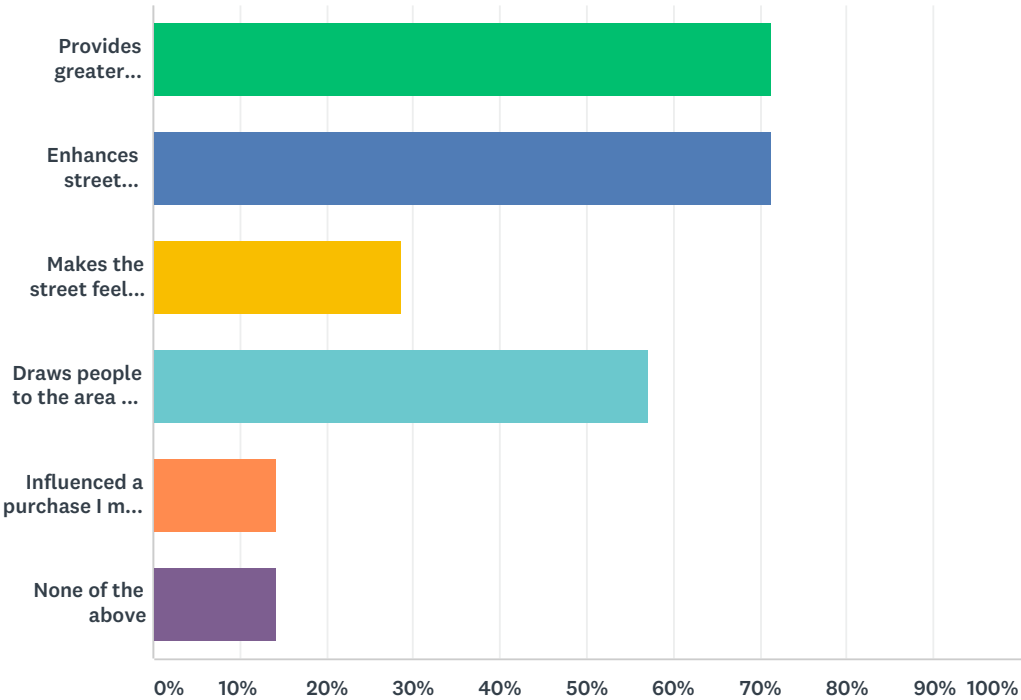


ANSWER CHOICES		RESPONSES	
Yes		71.43%	5
No		28.57%	2
Maybe - Please explain		0.00%	0
TOTAL			7

#	MAYBE - PLEASE EXPLAIN	DATE
	There are no responses.	

Q8 This street seat:

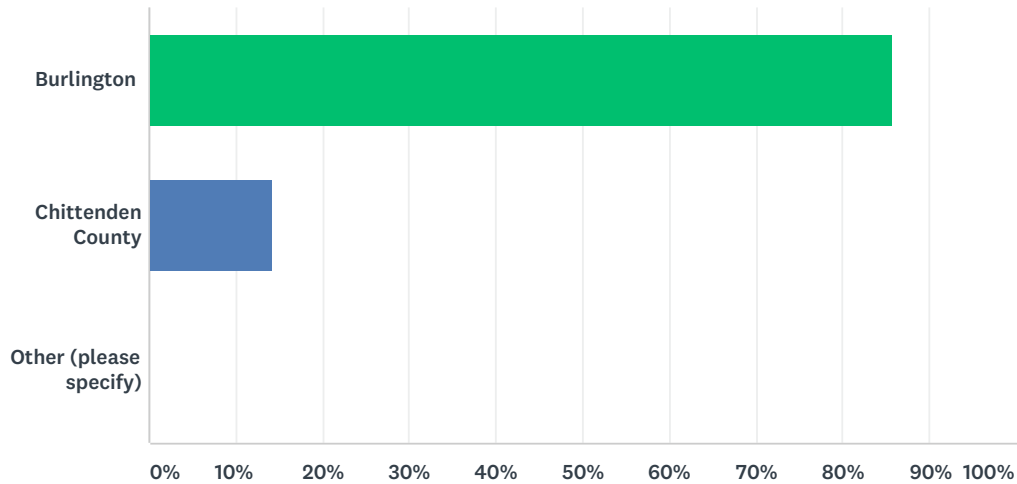
Answered: 7 Skipped: 0



ANSWER CHOICES	RESPONSES	
Provides greater opportunity for community interaction	71.43%	5
Enhances street character	71.43%	5
Makes the street feel safer	28.57%	2
Draws people to the area and nearby business	57.14%	4
Influenced a purchase I made from the host or nearby business	14.29%	1
None of the above	14.29%	1
Total Respondents: 7		

Q9 Where are you coming from?

Answered: 7 Skipped: 0

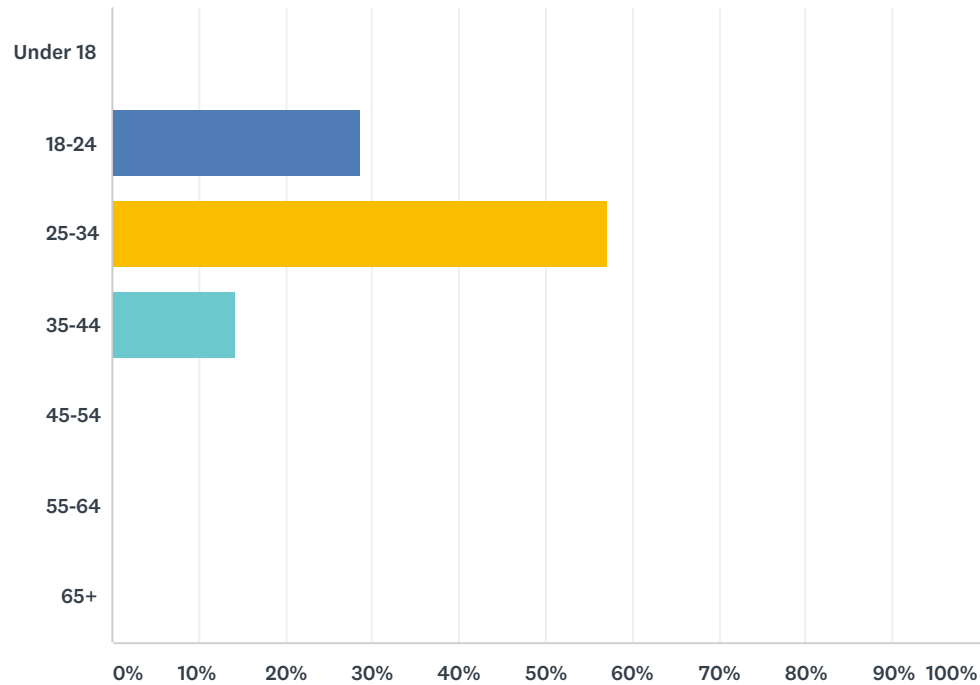


ANSWER CHOICES		RESPONSES	
Burlington		85.71%	6
Chittenden County		14.29%	1
Other (please specify)		0.00%	0
TOTAL			7

#	OTHER (PLEASE SPECIFY)	DATE
	There are no responses.	

Q10 How old are you?

Answered: 7 Skipped: 0



ANSWER CHOICES	RESPONSES	
Under 18	0.00%	0
18-24	28.57%	2
25-34	57.14%	4
35-44	14.29%	1
45-54	0.00%	0
55-64	0.00%	0
65+	0.00%	0
TOTAL		7



The Archives - Final Survey - Street Seats Pilot Program

The Archives

Thank you for taking part in the Street Seat Pilot Program. We would appreciate your help in filling out this survey so that we can know more about your experience with this program. We will use this survey to understand more about the Street Seat Pilot Program to determine whether or not to make Street Seats a permanent part of Burlington.

1. Contact Name:

2. Job Title:

3. Phone Number:

4. Why did you choose to locate your business in this neighborhood?

5. Can you provide the dollar amount your business spent on the following:

Design:

Construction, Installation,
& Materials:

Maintenance:

6. Were additional jobs created as a result of the Street Seat? If so, please provide the cost of additional staffing.

7. Does the Street Seat have any impact on delivery for your neighbors?

8. Has the Street Seat affected your relationships with your neighbors?

9. The Street Seat has caused:

	Decrease	1	2	3	4	5	Increase
Foot Traffic:	☐	☐	☐	☐	☐	☐	☐
Sales/business volume for my business:	☐	☐	☐	☐	☐	☐	☐
Other:	☐	☐	☐	☐	☐	☐	☐

10. If you are able, please provide a percent estimate of increased/decreased revenue during the Street Seat Pilot.

11. Did any unexpected concerns or issues arise with the Street Seat?

12. How would you rate your experience with the Street Seats Pilot Program in regard to the following terms?

	Poor	1	2	3	4	5	Excellent
Working with the City:	☐	☐	☐	☐	☐	☐	☐
Your ability to maintain the Street Seat:	☐	☐	☐	☐	☐	☐	☐

13. Would you be interested in being part of the Street Seats program again if you had to pay \$4,000 for things like lost parking revenue?

14. Would you be interested in being part of the Street Seats program again if hours to customers only were restricted?

15. Would you recommend a Street Seat to other merchants?

16. What, if anything, would you like to see from the Street Seats Program in the future?

17. Is there anything else about the Street Seat Pilot Program you would like to add?

#1

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Friday, October 04, 2019 9:05:42 AM
Last Modified: Friday, October 04, 2019 9:12:36 AM
Time Spent: 00:06:53
IP Address: [REDACTED]

Page 1: El Cortijo

Q1 Contact Name:

[REDACTED]

Q2 Job Title:

Chief Operations Officer

Q3 Phone Number:

[REDACTED]

Q4 Why did you choose to locate your business in this neighborhood?

It's in the heart of downtown Burlington, great foot traffic. The building itself is incredibly unique and suits the concept very well.

Q5 Can you provide the dollar amount your business spent on the following:

Design:	\$500
Construction, Installation, & Materials:	\$8000
Maintenance:	\$500

Q6 Were additional jobs created as a result of the Street Seat? If so, please provide the cost of additional staffing.

Yes, approx \$300/week

Q7 Does the Street Seat have any impact on delivery for your neighbors?

No

Q8 Has the Street Seat affected your relationships with your neighbors?

No

El Cortijo - Final Survey - Street Seats Pilot Program

Q9 The Street Seat has caused:

Foot Traffic: 4

Sales/business volume for my business: 4

Q10 If you are able, please provide a percent estimate of increased/decreased revenue during the Street Seat Pilot.

Increase 2%-3%

Q11 Did any unexpected concerns or issues arise with the Street Seat?

No

Q12 How would you rate your experience with the Street Seats Pilot Program in regard to the following terms?

Working with the City: 5

Your ability to maintain the Street Seat: 4

Q13 Would you be interested in being part of the Street Seats program again if you had to pay \$4,000 for things like lost parking revenue?

Yes

Q14 Would you be interested in being part of the Street Seats program again if hours to customers only were restricted?

That may be a deterrent.

Q15 Would you recommend a Street Seat to other merchants?

Yes

Q16 What, if anything, would you like to see from the Street Seats Program in the future?

Perhaps off season storage space provided by the city.

Q17 Is there anything else about the Street Seat Pilot Program you would like to add?

We think it's great for Burlington and would love to see more in 2020!

#1

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Friday, September 20, 2019 10:47:41 AM
Last Modified: Friday, September 20, 2019 11:13:11 AM
Time Spent: 00:25:29
IP Address: [REDACTED]

Page 1: Restaurant Poco

Q1 Contact Name:

[REDACTED]

Q2 Job Title:

Contractor/co-owner

Q3 Phone Number:

[REDACTED]

Q4 Why did you choose to locate your business in this neighborhood?

availability of space and size .

Q5 Can you provide the dollar amount your business spent on the following:

Design:	\$500
Construction, Installation, & Materials:	\$5500
Maintenance:	\$500

Q6 Were additional jobs created as a result of the Street Seat? If so, please provide the cost of additional staffing.

its hard to say as we had installed additional outdoor seating so we were staffed for that and there is a crossover for serving those areas.

Q7 Does the Street Seat have any impact on delivery for your neighbors?

no

Restaurant Poco - Final Survey - Street Seats Pilot Program

Q8 Has the Street Seat affected your relationships with your neighbors?

yes ,In positive ways , it has added exposure to the neighboring retail business

Q9 The Street Seat has caused:

Foot Traffic: **4, Increase**

Sales/business volume for my business: **4, Increase**

Q10 If you are able, please provide a percent estimate of increased/decreased revenue during the Street Seat Pilot.

we are a new business so it is hard to say

Q11 Did any unexpected concerns or issues arise with the Street Seat?

No

Q12 How would you rate your experience with the Street Seats Pilot Program in regard to the following terms?

Working with the City: **4**

Your ability to maintain the Street Seat: **Excellent**

Q13 Would you be interested in being part of the Street Seats program again if you had to pay \$4,000 for things like lost parking revenue?

no

Q14 Would you be interested in being part of the Street Seats program again if hours to customers only were restricted?

yes

Q15 Would you recommend a Street Seat to other merchants?

yes

Q16 What, if anything, would you like to see from the Street Seats Program in the future?

A complete packet of all necessary permitting and paperwork necessary to launch the parklet would be helpful. More advertising by the city to the public informing them about the program.

Q17 Is there anything else about the Street Seat Pilot Program you would like to add?

Overall we really enjoyed the response from the public, patrons and tourists. It was a positive addition to the city in our opinion.

#1

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Friday, September 27, 2019 5:22:04 PM
Last Modified: Friday, September 27, 2019 5:48:25 PM
Time Spent: 00:26:21
IP Address: [REDACTED]

Page 1: The Archives

Q1 Contact Name:

[REDACTED]

Q2 Job Title:

Owner

Q3 Phone Number:

[REDACTED]

Q4 Why did you choose to locate your business in this neighborhood?

We wanted to be in the heart of Burlington. We wanted to be where all the action is as Burlington, strangely enough, isn't really a pedestrian town. If you are a few blocks off the beaten path people won't visit.

Q5 Can you provide the dollar amount your business spent on the following:

Design:	About 600\$
Construction, Installation, & Materials:	8000\$ plus what it costs to remove and store
Maintenance:	400

Q6 Were additional jobs created as a result of the Street Seat? If so, please provide the cost of additional staffing.

Yes. We added extra security shifts to monitor the parklet. Around and extra 100-120 a week in payroll for extra shifts

Q7 Does the Street Seat have any impact on delivery for your neighbors?

Nope.

The Archives - Final Survey - Street Seats Pilot Program

Q8 Has the Street Seat affected your relationships with your neighbors?

Residents in the building love the parklet and we see them using it often. No negative effect that we are aware of.

Q9 The Street Seat has caused:

Foot Traffic: **Increase**

Sales/business volume for my business: **Increase**

Q10 If you are able, please provide a percent estimate of increased/decreased revenue during the Street Seat Pilot.

It's hard to say exactly. We noticed that people sitting in the parklet are apt to stay longer, which often didn't really translate to more sales just longer stays at our place. Which I think has an effect on how favorable people view our establishment. No effect plus or minus when the weather is bad.

Q11 Did any unexpected concerns or issues arise with the Street Seat?

It cost us a lot more than we had budgeted to have it built.

Q12 How would you rate your experience with the Street Seats Pilot Program in regard to the following terms?

Working with the City: **3**

Your ability to maintain the Street Seat: **Excellent**

Q13 Would you be interested in being part of the Street Seats program again if you had to pay \$4,000 for things like lost parking revenue?

4000\$ would be out of our price range. I feel our financial commitment to building and maintaining the parklet adds value to the street and people's experience of the city that out weighs the loss of revenue from a single parking space.

Q14 Would you be interested in being part of the Street Seats program again if hours to customers only were restricted?

Absolutely. We never actually restricted the use of the parklet to non customers. We feel that the parklet was a space for the community and we were happy to share it.

Q15 Would you recommend a Street Seat to other merchants?

Yeah I think any community space is a benefit to a merchant and city as a whole.

Q16 What, if anything, would you like to see from the Street Seats Program in the future?

It took so long to get a final approval from the city on we the permits to build it. I like to see that streamlined. I'd also like to have it open earlier and stay later.

Q17 Is there anything else about the Street Seat Pilot Program you would like to add?

Not that I can think of

Attachment 5: Other Public Feedback Log

Date	Email
2/24/2019	I am so dismayed at this whole proposal. I swear this city has gone nuts! I used to frequent Burlington downtown at least weekly to dine ,shop and enjoy. I have been there once since last fall , I cannot walk long distances, lack of parking and price of parking prevents us from going. My extended family and friends feel the same now you will take even more. Wow!!!!
7/3/2019	Saw your interview on Parklets in several downtown areas. I'm sure viewed by themselves, they could be considered as an additional positive attraction for downtown. Unfortunately we must view them in totality of your efforts to make Burlington more attractive by removing scarce parking, the addition of protected bike lanes, and other programs to encourage less reliance on motor vehicles (such as ebikes). But you realize this. Vermont is one of the greyest states in the nation and has a high percentage of people with handicap plates. I have heard many from the city say we have plenty of plenty of parking within walking distances of downtown venues. The problem walking distance is an issue for many Burlington residents. Do you consider that a problem? I have solved that by taking my shopping and dining dollars outside of Burlington.
7/24/2019	I am deeply disappointed yet again with the city of Burlington for what is a falsely represented "public space" that again gives favor to larger businesses and not the public. In a city that has a very obvious parking problem already, it is inexcusable to give away spaces to businesses that are already thriving when we just shunned food trucks from downtown, which would have been a more affordable option to lower middle class citizens. If it was really public space, it would not be chained up restaurant furniture that is available after 11 pm. This is insulting- either make it public space that you don't have to pay to use or admit this administration have a developers agenda and not one that is actually aligned with its progressive citizens. I hope the city doesn't make the same mistakes next summer.
10/9/2019	Thank you for reaching out about this program. I can tell you that in a much bigger city that has the capability of providing parking for its visitors and residents, this would have been successful. In this small city, this was more of a failure than a success. The parklets were supposed to be open to the public when not in use by the restaurants/bars chosen to use them. I personally saw the parklets chained off multiple times when not in use, and businesses kicking people out of the parklet before they opened. If these were to be providing places for the public to sit and enjoy the city, this wish has fallen short then. As a service business/ retail, this parklet program only benefited the restaurants and bars. No retail or service business received any benefit from this program. If the city only wants restaurants/bars in the downtown area, this is definitely the way to choke out the remaining business that need parking for their customers. The fact is, there is limited parking in the area. The construction on City Hall Park has removed even more valuable parking for those coming to the downtown business district. My customers this summer constantly were expressing their frustrations about the lack of parking. Multiple times the city garage was closed for "maintenance" during peak times and weekends. This caused many customers to cancel their appointments and some now refuse to come downtown anymore because the hassle of parking/ getting into the city because of construction. I guess I can thank the city for that! I feel the city continuously says there is ample parking, but they are out of touch with the fact that during this summer season (usually our busiest time) there was OVER 700 parking spaces that were no longer available to use. If you doubt the number of spaces, remember we lost over 600 from the demolition of the mall parking garage, 15 spaces on Bank street from the construction at City Place, 2 spaces for the Parklet at El Cortijo, 2 on Main for Poco, 2spaces at New Moon for bikes, 25 spaces at the City Hall Park construction site and water main road closure, 1 space at The Archive, 50 spaces down St Paul Street for the road construction mess, and 3 spaces converted to Electric Charging Stations. Being that SD Ireland is the consistent construction company doing all the construction, their employees do drive in and end up using parking spaces as well. I think if City Hall employees actually walked the city, they'd realize that most lots are either private or being used by the individuals that work in the downtown district. They will see that they have made accessibility for out-of-towners and tourist nearly impossible. Now I do realize that the city will most likely separate the Parklet Program out and say that it was a success because it has nothing to do with the construction issues plaguing the city. Unfortunately, everything works with each other for an impression as a whole. This summer with all the construction was not the time to remove spaces for customers to park to give chosen restaurants and bars more revenue opportunities. As a resident of Burlington (Five Sisters Neighborhood), and a business owner in the Downtown Business District of Burlington, I have never seen any member of City Hall or the Mayor's office grace my business with their presence, unless it was for some mandatory inspection or notification. Even then, communication on those matters is minimal. For such a small city and business district, it doesn't take much to make ones support of the business known by stopping in to either patron or say hello. -Chop Shop
10/9/2019	I wanted to express my annoyance and frustration with the parklets. I think it is absurd that a parking space would be turned over to this sort of space, and then have a business have the majority of available hours have it for exclusive use. Each parking space around our business is worth a HUGE amount to our business - and this parklet does not drive ANY business to our business as a retail business. I've never once seen someone sitting in the space unless it is business use. Parking is a MAJOR problem in the downtown... people want the most convenient spot. Turning over a prime spot essentially to private interests like this is incredibly frustrating. -Common Deer
6/2/2019	Could you please keep me in the loop for future parklets, as I own two building with businesses which could definitely benefit from these. Thank you, -Ken's Pizza -OP Bar
3/4/2019	I just wanted to give some feedback on the parklet pilot RFP. We have a client who would be interested in this (new development at the Bove's restaurant on Pearl Street), but the timing of the parklet program is during the construction of the project. They would also be more interested in a longer timeframe. So, if the City has another program like this in the future there would be interest.
August 2019	Interested in parklet -Single Pebble

Burlington Department of Public Works Commission Meeting
Draft Minutes, September 18, 2019
645 Pine Street

Commissioners Present: Tiki Archambeau (Chair); Jim Barr; Chris Gillman, Brendan Hogan (Vice Chair); Solveig Overby (arrived 6:40 p.m.); Peggy O'Neill-Vivanco

Item 1 – Call to Order – Welcome – Chair Comments

Chair Archambeau calls meeting to order at 6:35 pm and makes opening comments.

Item 2 – Agenda

Commissioner Barr made a request to remove Item 4B from the consent agenda and make it 4.1 on the deliberative agenda

Commissioner Barr made motion to accept agenda with consent item 4B being placed on the deliberative agenda as 4.1

Commissioner O'Neill-Vivanco seconded

Unanimous approval

Item 3 – Public Forum

Miranda Brown – 5th grader at Champlain Elementary stated that Locust Street and Locust Terrace needs a crosswalk.

Sharon Bushor – stated that proposed bumpout at YMCA redevelopment must be carefully designed to not limit traffic circulation.

Jesse Fitzgerald – 6th grader at Edmunds stated that there needs to be crosswalk at Locust Street and Locust Terrace.

Heather Fitzgerald – agrees with her son that an intersection is needed on Locust Street and Locust Terrace.

Jason Van Driesche – supported crosswalk at Locust Street and Locust Terrace and asked for more communication.

Caryn Long stated concern about how items get on the consent agenda highlighting the Henry Street Market loading zone as an example. She also stated support for keeping traffic light at Church Street and Pearl Street.

Zipora Perry – stated support for a crosswalk at Locust Street and Locust Terrace.

Michael Long – stated concern about how the department engages residents on issues such as the Henry Street Market, traffic and paving.

Barbara White – expressed concerns about the crosswalk and traffic signals at the intersection of College Street and Battery Street.

Ali Dieng is concerned with responsiveness on departmental projects including the Maple Street and St. Paul Street intersection and traffic calming on Gosse Court.

April Howard stated support for a crosswalk at Locust Street and Locust Terrace.

Item 4 – Consent Agenda

- A 242 North Winooski Avenue Parking Space
- B Colchester Avenue 15-Minutes Parking
- C Flynn Avenue Parking Removal for Crosswalk at Richardson Street
- D Update iMarket Parking Agreement to increase from 10 to 15 parkers
- E No Parking Zone on N. Avenue adjacent to Ward Street
- F Removal of one accessible (ADA) parking space at 23 Hayward Street
- G Proposed accessible (ADA) parking space on So. Union Street

Item B has been removed from Consent Agenda and is now Item 4.1

Commissioner O'Neill-Vivanco made a motion to accept the Consent Agenda with Item B moved to the Deliberative Agenda.

Commissioner Barr seconded

Unanimous approval

Item 4.1 – Colchester Avenue 15-Minute Parking

Staff provided an overview of the recommended changes to the on-street parking regulations adjacent to Kampus Kitchen. Commissioners Archambeau, Barr, Overby, Hogan, Gillman asked questions about the proposal and explored alternative regulations. Caryn Long asked who monitors the 15 minutes parking. Councilor Bushor stated that people who returned to Colchester Avenue after the summer break found they no longer had parking available to them. This action has disrupted people's lives and you added more parking for Kampus Kitchen and less parking for the residents or tenants.

The Commission asked when these changes, if approved, would go in effect. Director Spencer stated that there is approximately a 30-day notice period before signs go up. The Commission discussed what level of data collection should occur once changes are made to determine whether additional changes are warranted.

Commissioner Barr made a motion to accept staff's proposal. Commissioner O'Neill-Vivanco requesting traffic study on the amount of use of the two spots on Sunday. Commissioner Hogan seconded.

Commissioner Archambeau "Nay"

Commissioner Barr	“Aye”
Commissioner Gillman	“Aye”
Commissioner Hogan	“Aye”
Commissioner O’Neill-Vivanco	“Aye”
Commissioner Overby	“Aye”
Commissioner Hogan	“Aye”

Item 5– Ethan Allen Parkway Parking Regulations

DPW is proposing a northbound bike lane on Ethan Allen Parkway and a southbound-shared lane from North Avenue to Farrington Parkway. There would be parking restrictions between Farrington Parkway and North Ave for the bike lane (see handout for clarifying motion language). Commissioners Gillman, Overby, Barr and O’Neill-Vivanco asked questions with Director Spencer and Senior Transportation Planner Losch responding. Cindi Wight, who is a resident of 51 James Avenue, is a bike commuter and is in support of the bike lane. Keith Wight stated that Ethan Allen Parkway is an important connector to the bike path and is in support of this.

Commissioner Hogan made a motion to accept staff’s recommendation to prohibit parking on Ethan Allen Parkway between North Avenue to Farrington Parkway.
Commissioner Barr seconded
Unanimous approval

Item 6– Designation of City Managed Northern Waterfront Lot & Traffic Regulations

Director Spencer explained that there was ambiguity in regards to the Commission’s action in July due to multiple staff memos with different motion language. As a result, staff is requesting the Commission clarify its direction at this meeting.

Commissioners Archambeau, Overby, Gillman comment on this item with Director Spencer, Assistant City Attorney Haesler, and Associate Engineer Peterson responding. Commissioner Overby expressed concerns with the process, about how this public/private parking arrangement with Burlington Harbor Marina was structured, the terms of the agreement. Additionally, she expressed concern that approval of the proposed ordinance language was an endorsement of the arrangement with the Burlington Harbor Marina.

City Attorney Richard Hessler stated that the Northern Waterfront Lot was originally intended to be managed by Parks, but due to the reasons outlined in Director Spencer’s memo, it was decided later in the process to have DPW take over the management of the lot. He stated the approval of the project’s Development Agreement included many public City Council meetings.

City Councilor Bushor stated it was in City Council a number of times regarding the marina and part of that was parking.

Michael Long thanks Director Spencer for explaining why DPW wants to manage. Before it was immaterial to him if it was managed by Parks or managed by Public Works. That said, he feels that parking on the waterfront should be public.

Parks Director Wight explained parking policy for their marina on the waterfront.

Caryn Long feels that this was a backwards deal and asked questions about the terms.

The Commission and staff discussed collaboration with Parks and how parking is, and could be, managed at other park and recreational areas.

Commissioner Overby moved to approve the proposal with the exception of revised language for Section 19 – keeping parking in the metered lots is one dollar per hour with a maximum daily rate of \$8.00 from May 1st through October 31st and forty cents an hour from November 1st through April 30th and strike the rest of the paragraph language.

Commissioner Archambeau seconded.

Commissioner Archambeau, Gillamn, Overby, O'Neill-Vivanco, Haesler and Spencer discuss.

Chair Archambeau stated that reflecting on the motion here as passed around by Commissioner Overby here and just to note it includes Item 23, seconded by me all in favor of the motion say Aye

Commissioner Overby “Aye”

Commissioner Archambeau “Aye”

Opposed: Gillman, Barr, Hogan, O'Neill

Motion does not pass

Commissioner Barr makes a motion to approve the recommendation in the packet with one small change to add “city owned/DPW managed” in Section 23 to increase clarity.

Commissioner O'Neill-Vivanco seconded.

Commissioner Barr, Hogan, O'Neill-Vivanco and Gillman “Aye”

Commissioner Overby and Archambeau Nay.

The motion passes.

Item 7 – Rescheduling of October meeting

Commissioner Barr made a motion to accept the change of October meeting to the 23rd. Commissioner O'Neill-Vivanco seconded.

Unanimous approval.

Item 8 – Commissioners FY19 Annual Report

Chair Archambeau and Mr. Goulding distribute copies of the draft annual report.

Commissioner Barr makes a motion to accept the report as amended.

Commissioner Hogan seconds.

All in favor of motion say Aye.

Unanimous approval.

Item 9 – Approval of Draft Minutes from July 17, 2019

Commissioner Overby stated that on Item 9 she did not vote nay, people might have been unsure of answer as I was on phone but I stated Aye.

Commissioner Barr made a motion to accept the minutes with the one change

Commissioner O'Neill-Vivanco seconded

Unanimous approval.

Item 10 - Director's Report

Director Spencer introduced the new City Attorney that will be working with Public Works is Tim Devlin. He highlighted other items in his written Director's Report.

11 Commissioner Communications

Commissioner Overby the pedestrian activated light that is at the end of bus terminal it's a very long cycle. Stoplight at the top of Church Street hoping after bike lane on Pearl talked about a rapid flashing beacon. Director Spencer we have held on the implementation of that RRFB at the Church Street location given public input that we have received to date that has been significant in keeping the signal there.

Commissioner Barr in Ward 1 residential parking program in determining whether we look for residential parking only on Chase Street and potentially Barrett Street and Mill Street to help take on those spaces from Colchester Avenue that were removed. Does RPP allow for residential own parking or is it does it just talk about streets? Director Spencer the RPP plan for new RPP Requests to explore zones. Does allow staff to recommend street-by-street approach or zone approach. If approached for zone approach staff is welcome for that. We will evaluate as well to provide some kind of short-term parking on the streets and that is likely something that we will also be bringing forward.

Commissioner Hogan asked about project updates and ways to expedite project delivery. The conversation about the Locust Street desired crosswalk there is obviously a desire there but in terms of solutions and a path, forward there must be opportunities with temporary materials to make a difference in the calming and the human experience on that street.

Commissioner Archambeau – construction St. Paul and Maple. Did not know what great streets involved. Intersection not done yet and people are passing judgment as if it is. Is it because they have been allowed to use that intersection? Maybe keep public away from intersections that are not yet complete.

Chair Archambeau Locust Street talked about earlier tonight. Crosswalk been removed. No it's not going to happen there a block east /what will it take to have that intersection. Director Spencer explained that we are evaluating feasibility and will have a neighborhood meeting by the end of the year. We can always work on how we communicate with the public and how we are prioritizing projects. Installed at least ten new crosswalks in Burlington this year.

Chair Archambeau asked whether the loading zone in front of Memorial Auditorium could be removed and turn into parking spaces is that a feasible option? Director Spencer said it was being evaluated and he'd check on the status of that and get back to you.

Chair Archambeau inquired about sign posts on Ward Street.

Item 12 – Adjournment

Commissioner Barr has made a motion to adjourn.
Commissioner Gillman seconded
Unanimous approval

Meeting adjourned at 10:30 p.m.



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

645 Pine Street, Suite A
Burlington, VT 05401
802.863.9094 VOICE
802.863.0466 FAX
802.863.0450 TTY
www.burlingtonvt.gov/dpw

To: DPW Commissioners
Fr: Chapin Spencer, Director
Re: **DPW Director's Report**
Date: October 17, 2019

***** This month's meeting will be held at the Burlington Police Department, 1 North Ave. *****

WATER RATE STUDY OPEN HOUSE:

As part of the FY'20 budget approval, the City Council directed DPW Water Resources to advance a water rate study to evaluate ways to assist low-income, low-volume customers. Staff had been planning to undertake such a study given our intent to continue our reinvestment into our aging infrastructure – and knowing that this work will be a cost pressure on rates in coming years – but the Council resolution has expedited the study's timeline. The resolution directed us to complete the study by spring 2020 so that it could be part of the FY'21 budgeting process. We have procured a consulting team with extensive industry expertise to lead this effort. The public engagement will kick-off with an Open House on October 29, 6-8pm at Contois Auditorium. It will be an opportunity to get the public's initial feedback on the study's goals and various rate structures, fees and programs being considered. We aim to have draft recommendations for the public, the DPW Commission and the City Council to review in February and March – with a final proposal ready in April 2020.

WINOOSKI AVENUE TRANSPORTATION STUDY:

The next meeting of the Winooski Avenue Project Advisory Committee is scheduled for Tuesday, October 22nd, from 7:00-9:00 PM at the Firehouse Gallery at 135 Church Street. For more information, the Project Website is at: www.tiny.cc/WinooskiAveStudy

NARROW STREETS PUBLIC MEETING:

Last year, the Commission approved seasonal parking restrictions (Dec 1 – Mar 30) on three narrow residential streets (Germain St, Hoover St, Latham Ct) to ensure emergency access, proper street maintenance, and general safe accessibility. Each of these streets had an effective winter width of 8'. In coordination with the Burlington Fire Department, DPW's policy goal is to achieve a 14' minimum effective winter width, with the understanding that we will focus on the most constrained streets first. Charles and Russell streets are the next streets on the list with a 10' effective winter width and a tight 90 degree turn where the two streets meet. We are hosting a Charles St and Russell St public neighborhood meeting on October 30, 6:30pm at the Boys and Girls Club learning center. We expect to come to the November Commission meeting with a recommendation based on the input received.

MANHATTAN/PARK AND MANHATTAN/CHAMPLAIN INTERSECTIONS:

We have received requests from residents and parents to evaluation these two intersections for additional safety improvements. Parents have expressed concern with pedestrian safety as this is a route to school for a number of children. DPW has installed pedestrian signals at Manhattan/Park a few years ago and has recently adjusted signage, but reports of challenging conditions persist. We plan to have a site visit with residents in October to better understand the issues and we will keep the Commission updated.

ST PAUL STREET GREAT STREETS PROJECT:

We are pleased to report that the St Paul Street project is substantially complete and open to traffic. The contractors are completing a final few items in the coming week. Based on additional engineering analysis, a review of public feedback, and engagement with the Council's Transportation, Energy and Utilities Committee, we made modest changes to the curb geometry on two corners of the St Paul and Maple Street intersection. These adjustments have been well received and the overall project has successfully delivered the safety improvements, undergrounded utilities, wider sidewalks, robust stormwater features and a comprehensive upgrade of failing systems that will well serve the City for decades to come. This two block stretch of St Paul Street is a key connector between the vitality of downtown and the South End Arts District. St Paul businesses and stakeholders are planning an opening celebration in the coming weeks. Contact Rob Goulding (rgoulding@burlingtonvt.gov) for more information.

CHAMPLAIN PARKWAY PUBLIC OUTREACH MEETINGS

In partnership with VTrans and FHWA, the City hosted a public outreach meeting on Thursday, September 26 at Contois Auditorium. DPW presented information about the Champlain Parkway project and is sought input from the greater King Street and Maple Street neighborhood. We have also met with folks from the King Street Youth Center on 10/7 and the Ward 6 Neighborhood Planning Assembly on 10/3. We are presenting at the Ward 5 NPA on 10/17.

TRAFFIC REQUESTS:

As of 10/12/19, we have 45 traffic requests in queue – a decrease from 47 last month.

645 PINE STREET RENOVATIONS

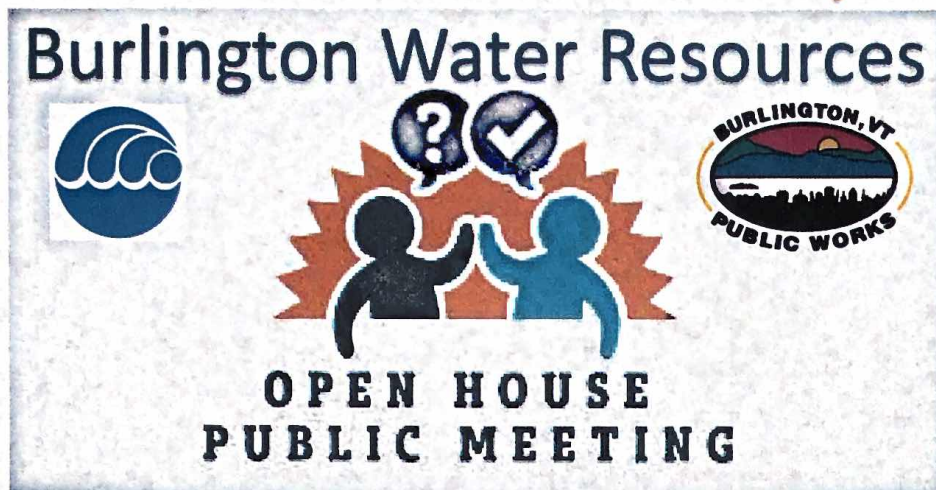
The renovation of 645 Pine Street to better serve the public and integrate the Permitting and Inspections Department is progressing on time and on budget. To accommodate the aggressive four-month schedule, many DPW staff have been temporarily assigned to other buildings. Customer service has now temporarily moved into the front conference room. All services and functions, normally found at Pine St, will be available through construction.

Feel free to reach out with any questions prior to Wednesday's Commission meeting. Thank you.

SAVE THE DATE

Tuesday October 29, 6-8 pm

Contois Auditorium, City Hall



Paying For Our Water's Future: Fully, Equitably and Affordably

**Attendees will have the opportunity to learn more about
the services Water Resources provides**

&

Provide valuable input on our efforts to:

- Adequately fund Burlington's water, wastewater and stormwater utilities
- Improve rate and fee structures to mitigate the impact of rate increases on low-volume residential customers and
- Implement affordability programs to assist economically disadvantaged ratepayers

Food and Refreshments available starting at 6 pm

Informational Presentation 6:15-6:40

Open House 6:40 – 8 pm

Stop by any time during the open house to learn more,
ask questions and give us your input

WIN A DOOR PRIZE

For questions or more information contact
water-resources@burlingtonvt.gov

	POLICY & PROCEDURE MANUAL Title: Narrow Streets
Effective Date:	Approved by:
Number:	Signature:

Purpose

This policy and procedure is intended to codify the City's use of Narrow Streets. A narrow street in the City of Burlington is defined as a street which is 28 feet wide or less. Each narrow street may have other characteristics that influence policies and procedures. Additionally, this policy should be considered in parallel with the City's use of Yield Streets when traffic calming is considered.

Background

A narrow street offers a place for better human interaction; where neighbors can meet, children can play, and residents can safely use bicycles for transportation. Narrow streets are less expensive to maintain, they reduce runoff and improve water quality, and slow travel speeds. However, street width affects the capability of emergency service vehicles to rapidly reach a fire or medical emergency and for emergency personnel to efficiently set up and use their equipment. The access requirements for emergency response vehicles are driven, in part, by National Fire Protection Codes.

Street width affects the capability of emergency service vehicles to rapidly reach a fire or medical emergency. Emergency service providers and residents have an expectation that neighborhood streets deliver acceptable space for emergency vehicles to quickly reach their destination and for emergency personnel to efficiently set up and use their equipment. The size of emergency response vehicles is driven, in part, by federal Occupational Health and Safety Administration (OSHA) requirements and City of Burlington service needs.

Similarly, street width affects the capability of snow removal operations. Narrow streets may limit access by plow trucks and may increase the risk of damage to vehicles and to plow drivers' driving records.

Guidance

When parking opportunities are deficient, it is more possible that residents will park illegally in places that may block access to emergency service vehicles. DPW staff need to consider adopting Narrow Street Standards to make sure that adequate on-street and off-street parking opportunities will be available. Narrow residential streets may be 24 feet to 28 feet in width with parking on both sides. Narrow Streets lined with cars parked on both sides may not offer sufficient space for emergency personnel to efficiently set up and use their equipment once they have reached the scene of an emergency. Additionally, Narrow Streets lined with cars parked on both sides may not offer sufficient space for DPW Staff to properly conduct snow removal operations. Every potential creation of a narrow street must be evaluated based on existing site conditions, and the standards described herein are not meant to provide a definitive list of all possible relevant conditions.

Standards

1. In this context, a narrow street is defined as a street which:
 - a. Is 28 feet wide or less;
 - b. Has on-street parking on one or both sides;
 - c. Has one-way or two-way traffic;
 - d. Is not typically a transit route; and
 - e. Is categorized as a local or neighborhood street.
2. When snow presents challenges on narrow roads and on-street parking utilization is greater than 40%, seasonal parking restrictions on one side of the street may be considered during winter months (December 1 – March 31) to allow adequate width for plowing, emergency vehicle access, and trash / recycling service.
 - a. Parking restrictions seeking to address a perceived issue of safety or appropriate serviceability of a street can be proposed by either staff or members of the public. A process of vetting of the proposed restriction through meetings with affected residents, emergency service providers, and City Staff responsible for street maintenance will be part of the fact finding and consideration in rendering a recommendation to the Public Works Commission for their deliberations.
3. It is preferred that 14' of clear travel width is retained, however travel widths may be narrower depending on site conditions.
4. Representatives of DPW's Traffic Division and Engineering Division shall review any and all projects for Narrow Streets.
5. If snow removal and storage is an issue on a narrow street, consider snow storage locations, and whether temporary parking restrictions for snow plowing or storage will be required during winter months.
6. Geometric and topographic issues need to be a consideration when evaluating each Narrow Street.



City of Burlington
Department of Public Works

Technical Services Engineering Division
645 Pine Street, Suite A
Burlington, VT 05402
P 802-863-9094 / F 802-863-0466 / TTY 802-863-0450
www.burlingtonvt.gov/DPW

Memo

Date: October 22, 2019

To: Public Works Commission

From: Phillip Peterson, Associate Public Works Engineer

CC: Chapin Spencer, DPW Director
Norm Baldwin PE, City Engineer
Susan Molzon PE, Senior Public Works Engineer

Subject: Narrow Streets Standard Operating Procedure Update

Recommendations to the DPW Commission:

No action is required by the Commission.

Future actions related to potential parking revisions on Narrow Streets may be informed by these policies, so Commission feedback on the applicable guidelines and standards is welcomed.

Purpose & Need:

Based on DPW, Burlington Fire Department (BFD), and Street Maintenance staff feedback, DPW staff are proposing additional considerations to the Narrow Streets policies and procedures. The purpose of these additional considerations is to augment established guidelines and standards for emergency access and snow removal on Narrow Streets with on-street parking. The need for this policy is to ensure equitable consideration of parking needs and public safety specifically on Narrow Streets.

Background

A narrow street offers a place for better human interaction; where neighbors can meet, children can play, and residents can safely use bicycles for transportation. Narrow streets are less expensive to maintain, they reduce runoff and improve water quality, and slow travel speeds. However, street width affects the capability of emergency service vehicles to rapidly reach a fire or medical emergency and for emergency personnel to efficiently set up and use their equipment. The access requirements for emergency response vehicles are driven, in part, by National Fire Protection Codes.

Street width affects the ability of emergency service vehicles to rapidly reach a fire or medical emergency. Emergency service providers and residents have an expectation that neighborhood streets deliver acceptable space for emergency vehicles to quickly reach their destination and for emergency personnel to efficiently set up and use their equipment.

Both DPW staff and the Commission have been challenged to consistently apply parking standards on Narrow Streets. As a result, the Narrow Streets policies and procedures were established by DPW in January 2018. The policy has guided on-street parking considerations as it relates to traffic calming, emergency access and snow removal operations in winter months. These policies were written after consultation with the BFD and the Assistant Director of Street Maintenance at DPW. The intent of these policies is to outline procedures that can be considered when specific issues on Narrow Streets are presented; not to issue new citywide parking standards. Any parking regulation change recommended by staff based on this policy must still be brought to the DPW Commission for your review and approval.

Recommendations:

Staff recommends the following additional considerations to the Narrow Streets policies and procedures:

1. Representatives of DPW's Traffic Division and Engineering Division shall review any and all projects for Narrow Streets.
2. If snow removal and storage is an issue on a narrow street, consider snow storage locations, and whether temporary parking restrictions for snow plowing or storage will be required.
3. Geometric and topographic issues should be a consideration when evaluating each Narrow Street.

Attachments:

1. Policy and Procedures Manual: Narrow Streets
-

COMMISSION MEETING SIGN IN SHEET

Date: 10/23/19

NAME - (PRINTED)	ITEM #	EMAIL ADDRESS	PHONE #	WARD
Don Stucker ✓		donstucker@gmail.com	802-363-7484	3
Jillian Stucker ✓			11	
SO SHA ✓				
Lynn Martin ✓		lynnmartinvt@gmail.com	802-391-8882	
Shayna Walker ✓			802-363-2634	2
ANZOA KEECH ✓				3
EVAN KEECH ✓				3
Amy Cudney ✓		acudney@bsdvt.org	802-865-7667	2
Nicole Seligson (Ridgely)		bee outside@gmail.com		3
ANZEA Saunders				3
Willia Saunders ✓				3
Sharon Bushor	Narrow Streets Street Seats +			1
May Tracy	127/manhattan	antracy@burlingford.gov		2
Missa Nigdi ✓	Newbyttan			

COMMISSION MEETING SIGN IN SHEET

Date: _____

NAME - (PRINTED)

ITEM #

EMAIL ADDRESS

PHONE #

WARD

Arya Cardenas

Amelia Potaszuk-Kriv

Jason Stuffle

ajpotas@gmail.com

ajpotas@gmail.com

jason.stuffe@gmail.com

2145581021

2145581021

I live on Mansfield Ave. and drive into the city on a daily basis. I'm concerned about the safety of the intersections where N. Prospect, N. Willard, and N. Union cross Pearl Street as I've recently had several bad experiences at those corners.

The worst was while turning right onto Pearl at North Willard. I was reluctant to turn on red because I'd had difficulty there before. Unfortunately, the pressure of other cars coming up behind prompted me to cautiously edge my car into the intersection. I carefully looked right and left for cars, and simultaneously, for pedestrians on all four corners, including any on foot approaching from the part of the sidewalk that was now behind my car. As I turned right, (it was 3 PM) the afternoon sun blinded me even though I had sunglasses on. By the time I took all the potential obstacles into account and glanced back, UVM students were in the roadway I was entering (I drive VERY slowly so the students now in front of the approaching car were easily able to step aside), but I had a good scare. And, not to be forgotten, there was also a school crossing guard present. I now assiduously avoid this intersection after 8 AM in the morning.

The second hazard area, and almost as bad, is just before Pearl is crossed by Union. There are numerous issues there. 1) The lanes split into three, but the westbound right hand lane in front of the liquor store is not usable when cars are parked at the meters, or buses stop at the GMT sign. 2) The crossing signal indicates pedestrians have the right of way at the same time cars have a green light allowing them to turn right or left off Pearl. There is a 'no turn on right' sign on Union as it crosses Pearl, which is very helpful when going straight across, but even then, pedestrians on the far side of the intersection have the right of way when the car has a green light.

Third, where Prospect crosses Pearl. I patiently waited for the crossing signal to change off 'no right turn on red', which is the indication when students are given the right of way. Then, looking carefully in all three directions, I slowly pulled forward. But the no right turn on red had come on again, and a student was stepping into the roadway (I was able to stop in good order). I had mistakenly thought the pedestrian crossing signal would only activate once in the light cycle, something that is mostly so at other intersections in the city. The intersection is also very hazardous taking a left onto S. Prospect from Pearl/Colchester as there is no visibility of the crossing signals, and both pedestrians and cars go to green at the same time.

I've concluded that the above intersections are not safe when there is both heavy foot and vehicular traffic. To get downtown, I now drive straight down North Street, and take a left onto N. Willard, with similar precautions when returning. There are no pedestrian walk signs that have poor visibility (meaning I can see the crossing countdown from my car). But I don't think I should need to take an alternative route to avoid one of the main thoroughfares. To address the problem in the short term, please put no right or left turn on red signs on the offending corners, and then, as a longer-term solution, put in roundabouts. Some of our intersections are not safe because they have exceeded the amount of traffic they can support. They need a more effective solution than what is in

place now. All three of these intersections are on the high crash list of VTRans, and this makes Pearl Street between Prospect and No. Winooski a very dangerous stretch.

My name is Lynn Martin and I live on Mansfield Ave. and drive into the city on a daily basis. I'm concerned about the safety of the intersections where N. Prospect, N. Willard, and N. Union cross Pearl Street as I've recently had several bad experiences at those corners.

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N. Willard
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amount of traffic they can support. They need a more effective solution than what is in place now. All three of these intersections are on the high crash list of VTRans, and this makes Pearl Street between Prospect and No. Winooski a very dangerous stretch.

lynnmartinv@gmail.com

802-391-8887.



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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Chapin Spencer
DIRECTOR OF PUBLIC WORKS

To: DPW Commission
Fr: Chapin Spencer, Director
Re: **Minute Taking at DPW Commission Meetings**
Date: October 23, 2019

Following up from the conversations at recent Commission meetings about the format of the Commission's minutes, we have checked in again with the City Attorney to confirm the proper minute taking approach. Staff plans to provide monthly minutes consistent with this approach unless the Commission provides additional direction.

Vermont law requires that minutes contain the following:

- Names of all members of the public body present (and who is not present)
- Names of all active participants
- A record of any motion, proposal or resolution made—that is, anything the body takes actions on (this includes routine actions such as adopting the agenda, approving prior minutes, or moving to adjourn)
- The disposition of any such motion, proposal or resolution—tabled, postponed, etc.
- The results of any vote taken—unanimous or who voted in favor or against

The City Attorney also recommends that the minutes state when the meeting convened and adjourned and that they should track the agenda. The City Attorney also offers the following contextual guidance:

- Minutes are not intended to be a transcript of the meeting and are not intended to record everything that was said. The purpose is to have a general sense of the meeting and a record of actions taken by the public body. General summaries of what occurred can be helpful: "Public comment was taken on the new plan to revise the bike path route." Or "Director Bridges made a presentation on the three options available for surfacing materials."
- If a meeting is recorded (video or audio), the minutes should be kept to the matters noted above and should not attempt to record all the statements made by every person present. Minutes are not a transcript. The recording is the full record, and the minutes are legally intended to be just the record of the matters noted above. If anyone wishes to know more about what was said, they should be referred to the recording.
- If a meeting is not recorded, so that there is no full record of comments made, then statements by the members of the public body that give context to the action or that explain why they are taking an action or voting for or against an item can be useful additions to the minutes. But trying to capture the details of a presentation or specific questions asked by the public or members of the public body, much less creating a record of the statements of all members of the public who speak, are not what minutes are intended to do.

Burlington Department of Public Works Commission Meeting
Draft Minutes, October 23, 2019
1 North Avenue, Burlington Police Department Community Room
Meeting video link: <https://www.cctv.org/watch-tv/programs/burlington-public-works-commission-146>

Commissioners Present: Tiki Archambeau (Chair); Jim Barr; Chris Gillman, Brendan Hogan (Vice Chair); Solveig Overby (arrived 6:40 p.m.); Peggy O'Neill-Vivanco

Commissioner Absent: Pablo Bose

Item 1 – Call to Order – Welcome – Chair Comments

Chair Archambeau calls meeting to order at 6:35 pm and makes opening comments.

Item 2 – Agenda

Commissioner Barr moved to accept the agenda.

Commissioner Hogan seconded.

Unanimous approval.

Item 3 – Public Forum

- Dov Stucker – Route 127 and Manhattan Dr intersection safety
- Jillian Stucker – Route 127 and Manhattan Dr intersection safety
- Sasha Stucker – Route 127 and Manhattan Dr intersection safety
- Lynn Martin – Route 127 and Manhattan Dr intersection safety
- Aaron Keich – Route 127 and Manhattan Dr intersection safety
- Amy Cudney – Manhattan Dr safety
- Ruby (last name not given) – Route 127 and Manhattan Dr intersection safety
- Willa Saunders – Route 127 and Manhattan Dr intersection safety
- Missa Aloisi – Route 127 and Manhattan Dr intersection safety
- City Councilor Max Tracy – Route 127 and Manhattan Dr intersection safety and Street Seats feedback
- City Councilor Sharon Bushor – Colchester Ave pedestrian safety and Kampus Kitchen parking
- Jason Suffle – Colchester Ave striping and crosswalk at Chase Ln, bike/pedestrian funding and Battery St

Item 4 – Consent Agenda

- A Parking Agreement for Real Estate Vermont
- B Parking Agreement for Path
- C Parking Agreement for Raintree
- D Proposed ADA Space At 96 Grant Street

Commissioner Barr made a motion to pass the consent agenda.

Commissioner O'Neill Vivanco seconded.

Unanimous approval.

Item 5 – Generic Lakeview/College Parking – Jeff Padgett

Interim Assistant Director – Parking & Traffic Jeff Padgett requests authority to sign standard-term parking contracts for downtown garages and lots in order to be more responsive to customers, maximize revenue, and improve operational efficiency.

The Commission discussed the term of the proposed delegation, managing occupancy, annual parking reports to the Commission, and EV parking spaces. City Councilor Bushor spoke to ensuring adequate public parking for transient users.

Commissioner Archambeau moved to:

- Approve the attached standard Parking Agreement for issuing parking permits to licensees and permit holders in the Lakeview and College Street Parking Structures.
- Delegate to the Director of Public Works the authority to enter into standard Parking Agreements with potential licensees through February 2021.
- Require staff to present to the Commission annually, proposed for each February, where the Commission will be briefed on occupancy, revenue, and operations before the Commission will determine whether to extend the delegated authority.

Commissioner Gillman seconded.

Unanimous approval.

Item 6– Street Seats and Parklets Pilot Update

DPW Transportation Planner Elizabeth Gohringer and CEDO staffer Will Clavelle reported on the results of the 2019 Street Seats pilot. They reviewed the pilot's operation (5 applicants, 3 established Street Seats, no safety concerns) and the public and business feedback which overall was positive. Based on the 2019 pilot results, staff is recommending formalizing the Street Seat and Parklet program in 2020 and sought Commission input on scope and fees.

Commissioners discussed parking space limits downtown (up to 10 spaces was generally supported), the mix of public and private hours of the Street Seats, the geographic area overall and fees. There was a desire to balance businesses paying for encumbering the public right-of-way and for having Street Seats with more public hours. Staff plans to present a draft program guide for Great Seats at the November Commission meeting.

Item 7 – Narrow Streets Update

DPW Associate Engineer Phillip Peterson provided an update on the management of narrow streets within the City and shared proposed updates to the departmental policy on narrow streets. The policy seeks to balance the parking needs of adjacent residents with the access needs for emergency and street maintenance services. Last winter, the Commission approved seasonal parking restrictions on three of the most constrained streets (Germaine St, Latham Ct and Hoover St), and this season staff has been evaluating Russell and Charles streets. There is an upcoming public meeting to discuss potential seasonal parking restrictions on Russell and Charles on October 30. Based on public

input and additional evaluation, staff may return to the Commission seeking seasonal parking restrictions in November.

Item 8 – Format for Minute Taking – Director Spencer

Director Spencer passed around a memo to Commissioners providing guidance on minute taking at DPW Commission meetings. Commissioners provided input on the memo.

- Minutes should include the full motion, whether or not it is listed in the packet.
- If Commissioner wants something captured in the minutes, they can mention it during the meeting or request revisions to the minutes.
- Add hyperlink to CCTV video on DPW Commission webpage to make video access easier.
- Commissioners would like to get the draft minutes emailed to them soon after the meeting so that they can provide any revisions while the meeting is fresh in Commissioners' minds.

Staff will update the guidance memo accordingly.

Item 9 – Approval of Draft Minutes of 9-18-19

Commissioners Archambeau and Overby have proposed edits to the September minutes. Approval of the minutes were deferred to the next Commission meeting so that the modifications can be made to the minutes.

Item 10– Director's Report

Director Spencer updated the Commission on the following items:

- Water Resources rate study open house on October 29, 6-8p.m. at Contois Auditorium.
- Winooski Avenue Transportation Study advisory committee meeting is on October 22, 2019 from 7-9p.m. at the Firehouse Gallery.
- Narrow Streets public meeting is scheduled for October 30, 2019 at 6:30 p.m. for the residents of Charles Street and Russell Street at the Boys and Girls Club Learning Center.
- Staff work on Route 127 and Manhattan Dr issue and upcoming meeting with residents.
- St Paul Street is open to through traffic and the punch list is almost complete. The curb changes made to the intersection of Maple Street and St. Paul Street have been positively received.
- There was a Champlain Parkway meeting on 9/26/19 to present information and solicit input from the residents of King St and Maple St neighborhoods.
- Permit Reform-related construction at 645 Pine Street is well underway. Many staff are temporarily located to locations outside of the building, our customer service staff are in the front conference room, and Director Spencer appreciated staff and the public for their patience during construction.

Item 11 – Commissioners Communications

Commissioner O'Neill-Vivanco

- Asked to find a way to prioritize projects and more clearly communicate on the projects.

- Wants to discuss options for more dedicated walk/bike infrastructure funding.
- Asked about planned Mansfield Avenue multi-use path and sale of the convent.

Commissioner Barr

- Inquired about Colchester Avenue bike lanes, Chase Ln crosswalk and area parking management.

Commissioner Hogan

- Seeks recap of the 2019 construction season and how the department will further strengthen communication with the public
- The sidewalk aprons on Union and Maple Street are not finished still making it dangerous for people walking to Edmunds School.
- Would like to know about traffic calming procedures and how to expedite the process.

Commissioner Overby

- Seeks additional clarification regarding the role of the Public Works Commission in recommending and/or approving private parking in public parking lots.

Commissioner Archambeau

- Stated vehicles on Manhattan Dr are traveling too fast and would like to see action to address issue especially by the Boys and Girls Club.
- New Commissioner Pablo Bose will not be with us until December meeting.

Item 12 - Adjournment

Commissioner Barr made motion to adjourn meeting.

Commissioner O'Neill-Vivanco seconded.

Unanimous approval.

Meeting ended at 10:00 p.m.

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Commissioner Overby moved to:

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- Commissioners would like to get the draft minutes emailed to them soon after the meeting so that they can provide any revisions while the meeting is fresh in Commissioners' minds.

Staff will update the guidance memo accordingly.

Item 9 – Approval of Draft Minutes of 9-18-19

Commissioners Archambeau and Overby have proposed edits to the September minutes. Approval of the minutes were deferred to the next Commission meeting so that the modifications can be made to the minutes.

Item 10– Director's Report

Director Spencer updated the Commission on the following items:

- Water Resources rate study open house on October 29, 6-8p.m. at Contois Auditorium.
- Winooski Avenue Transportation Study advisory committee meeting is on October 22, 2019 from 7-9p.m. at the Firehouse Gallery.
- Narrow Streets public meeting is scheduled for October 30, 2019 at 6:30 p.m. for the residents of Charles Street and Russell Street at the Boys and Girls Club Learning Center.
- Staff work on Route 127 and Manhattan Dr issue and upcoming meeting with residents.
- St Paul Street is open to through traffic and the punch list is almost complete. The curb changes made to the intersection of Maple Street and St. Paul Street have been positively received.

Item 11 – Commissioners Communications

Commissioner O'Neill-Vivanco

- Asked to find a way to prioritize projects and more clearly communicate on the projects.
- Wants to discuss options for more dedicated walk/bike infrastructure funding.
- Asked about planned Mansfield Avenue multi-use path and sale of the convent.

Commissioner Barr

- Inquired about Colchester Avenue bike lanes, Chase Ln crosswalk and area parking management.

Commissioner Hogan

- Seeks recap of the 2019 construction season and how the department will further strengthen communication with the public
- The sidewalk aprons on Union and Maple Street are not finished still making it dangerous for people walking to Edmunds School.
- Would like to know about traffic calming procedures and how to expedite the process.

Commissioner Overby

- Seeks additional clarification regarding the role of the Public Works Commission in recommending and/or approving private parking in public parking lots.

Chair Archambeau

- Stated a resident reported vehicles speeding on Manhattan Dr are traveling too fast and would like to see action to address issue especially by the Boys and Girls Club.
- New Commissioner Pablo Bose will not be with us until December meeting.

Item 12 - Adjournment

Commissioner Barr made motion to adjourn meeting.

Commissioner O'Neill-Vivanco seconded.

Unanimous approval.

Meeting ended at 10:00 p.m.