



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

645 Pine Street, Suite A
Post Office Box 849
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www.burlingtonvt.gov/dpw

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

Public Works Commission Agenda

August 18, 2021

6:30PM

DPW Front Conference Room

645 Pine St., Burlington

Masks Recommended

To join or watch remotely:

Join via Zoom, <https://us02web.zoom.us/j/83495330508>

To call into the meeting, including to speak during public comment:

301-715-8592 Webinar ID: 834 9533 0508

Channel 17 also often livestreams this on their YouTube channel and airs it over the air at a later date. Note that comments on YouTube are not monitored.

AGENDA

- 1. Call to order – Welcome – Chair’s Comments**
- 2. Agenda – 5 min**
- 3. Public Forum (3 minute per person time limit) – 10 min**
- 4. 100 Bank Street Parking Agreement – 20 min**
 - a. Communication, C Spencer & J Padgett**
 - b. Commissioner Discussion**
 - c. Public Comment**
 - d. Action Requested – Vote**
- 5. FY’ 22 Goals & Objectives – 15 min**
 - a. Communication, C Spencer**
 - b. Commissioner Discussion**

- c. Public Comment
- d. Action Requested - Vote

- 6. Approval of Draft Minutes, 7-20-21 – 5 min
- 7. Approval of Draft Minutes, 6-16-21 (*revised*) – 5 min
- 8. Director's Report – 10 min
- 9. Commissioner Communications – 10 min
- 10. Adjournment & Next Meeting Date, September 15, 2021



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Chapin Spencer
DIRECTOR OF PUBLIC WORKS

Jeffrey A. Padgett, MBA
DIVISION DIRECTOR for PARKING & TRAFFIC

Date: August 18, 2021
To: Public Works Commission
From: Jeffrey A. Padgett, MBA
Division Director for Parking and Traffic
C.C. Chapin Spencer, Director of Public Works
Subject: 100 Bank Street
Parking Agreement

Motion

“To authorize the Director of Public works to enter into the attached parking agreement with 100 Bank Street, LLC (Managed by Redstone Development) for up to 200 permits to serve 100 Bank Street in the Lakeview/College Street Garage for 5 years and thereafter on an as needed and as available basis, as detailed and defined by the terms of the Master Parking Agreement.”

Background

This proposed parking agreement is one component of a comprehensive settlement agreement between the City, 100 Bank Street LLC and the BTC Mall Associates LLC (City Place Burlington) that will allow for the reconnection of Pine and St Paul streets – previous public rights-of-way that have been severed for 50 years – and for the advancement of the City Place Burlington development project. Reestablishing Pine and St. Paul streets through this block reconnects Cherry and Bank streets, restoring the downtown grid network, increasing multimodal mobility and supporting the vibrancy of our Downtown.

100 Bank Street is a commercial building located immediately adjacent to the City Place Burlington development and the alignment of the reconnected Bank Street is designed to traverse underneath the building. The settlement agreement secures the durable easement rights the City needs to re-establish this historic and critical public right-of-way. In return 100 Bank Street., LLC would receive a payment for those rights and access to market-rate parking in the City’s nearby Lakeview & College St. garage complex (as proposed herein). 100 Bank Street, LLC has long had tenants with monthly parking in the City’s garages, but this proposed agreement simplifies the arrangement by giving the City one building-wide point of contact for the monthly parkers. It also helps the City return these garages to higher occupancy and get closer to budgeted revenues; more critical than ever as the Parking Fund struggles to recover from over \$1M in losses and ongoing low occupancy (35%) due to the COVID-19 pandemic.

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Current Action

The attached Master Parking Agreement is based on the Generic Parking Agreement approved by the Public Works Commission (PWC) in 2019. Along with approval of the Generic Parking Agreement, the PWC also delegated authority to enter into this “generic” agreement to the Director of Public Works. However, because the proposed agreement has modified key terms and conditions, Public Works Commission approval is needed for this proposed agreement.

The general goal of the modifications to the Generic agreement is to provide 100 Bank Street with a relatively long period of stable, predictable parking availability (5 years) and after that period, provide a similarly predictable and stable revenue stream to the City, indefinitely. To achieve this, the standard “termination clause” has been removed and replaced with a tightly controlled usage commitment process.

The following summarizes the critical similarities and differences between the Generic Parking Agreement and the proposed Master Parking Agreement for 100 Bank Street:

	Generic Parking Agreement	Proposed Master Parking Agreement
Term	Indefinite	Indefinite
Termination	60 Days’ Notice, Either Party Lack of Payment, by City Safety Violations, by City	Lack of Payment, by City Safety Violations, by City
Renewal	Not required	Years 1-5: Not required Years 6+ Only required if an decrease in permits is requested, then by by October 1
Allocation of Spaces	Set in Agreement Usage allowed “up to” Allocation	Years 1-5: Allocation = 200 Usage “up to” Allocation Years 6+ Usage capped at previous year’s usage Allocation = Usage
Annual Notice of Usage/Allocation	None	Years 1-5 None Year 6+ October 1 commitment for usage and payment for subsequent year
Increase of Allocation / Usage	Provided if available	Years 1-5: Variable up to 200 Year 6+ Provided if available and, if needed, approved by the PWC

Occupancy Impact

The Lakeview/College Street Garage remains underutilized. Based on random manual counts over the past 8 months, the average monthly occupancy for these garages over the past remains low; at about 35%. Thus leaving over 700 spaces available at any given time.

However, considering the potential dramatic increase in use of the garage based on recent agreements, we recognize that occupancy will need to be managed much more closely. Specifically, in September the Burlington High School community returns (Allocation = 300) and the State of Vermont (Allocation = 500) begins parking. Also, the Restaurant/Retail employee Free Parking Program currently has 500 permits issued. With the increase in garage activity, the oversell character of the facility can begin to be understood (ie. 20%, 40%, 80%, etc; every garage is unique).

The attached "Occupancy Summary" is a predicted breakdown of the garage usage with the expected demand. Given the wide range of users (office workers, hotel guests, transients, downtown employees, etc), this is a best guess of occupancy behavior based on permit usage data and observation. For instance, of the 500 Free Employee permits issued only 300 have actually ever been used. And of those 300, less 100 are parking on any given day. As Covid recovery continues and a new normal is established, this is the type of behavior that will need to be monitored to ensure optimized use of the garage.

Financial Impact

The rates in this agreement are the same as those in the Generic Agreement and the City retains the right to adjust the rates. For the Initial Term of the agreement (5 Years), the character of the revenue flow will be the same as all other agreements, fluctuating based on permit usage. In the subsequent years, the permit usage will be determined prior to the beginning of the year, thus guaranteeing the City a stable cash flow through the year.

Conclusion

This proposed modification to the Generic Parking agreement provides parking stability to 100 Bank Street LLC while strengthening the City's revenues and supporting the restoration the grid system downtown.

Attachments:

- A. Master Parking Agreement – Proposed
- B. Occupancy Summary



MASTER PARKING AGREEMENT City of Burlington

This Master 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 100 Bank LLC, a Vermont limited liability company, located at 100 Bank Street, Burlington, Vermont (“Permittee”).

The Permittee 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 Permittee 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, including approval from the Public Works Commission.
- 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 Agreement.
- C. **Purpose.** Permittee seeks to utilize up to two hundred (200) parking permits within the Parking Structures, as defined below, for the use of Permittee’s employees and tenants at 100 Bank Street, Burlington, Vermont (the “100 Bank Property”).

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 Permittee and “Parties” means both the City and Permittee.

4. TERM

- A. **Term.** This Agreement and the Parties’ respective performance shall commence on the **first day of the month** following the Effective Date (the “Commencement Date”) and shall continue through

the date that is five (5) years from and after the Commencement Date (the “Initial Term”), subject to renewal or termination in accordance with §4.B.

- B. Renewal/Termination.** Subject in all respects to the terms of this Agreement (as the same may be amended solely by the City to reflect then-standard terms for parking agreements in the City), and provided that Permittee is not in default of its obligations under this Agreement beyond any applicable notice and cure period, this Agreement will automatically renew for a period of one (1) year at the end of the Initial Term and for additional one (1) year periods annually thereafter unless no later than 90 days prior to the end of the Initial Term (or, as applicable, any renewal term) Permittee elects to reduce the number of parking permits allocated to Permittee hereunder, in which event this Agreement will renew (and be subject to further annual renewal) as otherwise provided herein but with respect to such fewer number of permits. This Agreement shall terminate in the event: (i) Permittee provides the City with written notice that it desires to terminate this Agreement, in which case this Agreement shall terminate ninety (90) days from and after the City’s receipt of such notice; (ii) the building located on the 100 Bank Property is demolished (except in the case of casualty, provided that Permittee promptly rebuilds such building, in which case Permittee will retain the same number of parking permits upon completion of the rebuild that Permittee was provided under the terms of this Agreement immediately prior to the casualty); (iii) the City discontinues its ownership and/or operation of the Parking Structures for public parking on a permanent basis, or (iv) Permittee is in default or breach of its obligations hereunder and/or under that certain Agreement to Grant Easements and Coordinate Construction entered into by and between the City and Permittee as of approximately even date herewith, provided that Permittee shall have a period of thirty (30) days following notice from the City to cure such default or breach. If the City suspends garage operations on a temporary basis, the City will cooperate with Permittee to reinstate this Agreement upon the recommencement of public parking within the new/renovated Parking Structures. Permits may be suspended for use pursuant to the provisions set forth in §6.B and §7.

5. GRANT OF PERMIT

- A. Use of Facilities.** The City shall provide Permittee with parking permits to be used by Permittee and its authorized permit users at the Parking Structures for the term of this Agreement as set forth in §4. During the Initial Term, the City will provide an allocation of 200 parking permits upon ninety (90) days’ prior notice from Permittee. Permittee will administer such parking permits for Permittee’s employees and tenants. The Parties acknowledge that number of permits may fluctuate up and down (upon ninety (90) days’ prior notice from Permittee) based on Permittee’s needs during the Initial Term.

For each year after the Initial Term, Permittee will provide written notice to the City by October 1 of the number of parking space permits Permittee will commit to assume for the upcoming year (up to 200 permits for Year 6). For ensuing years, the maximum number of permits for which Permittee may commit to assume will be limited to the number of permits actually assumed by Permittee in the previous year. The City will cooperate with Permittee to provide additional permits if requested by Permittee at least 90 days in advance, subject to availability and as approved by the Public Works Commission if the City determines such approval is required.

- B. Timing Restrictions.** The parking permits granted under this Agreement shall be as follows and defined by Appendix C of the City of Burlington Ordinance:

Parking Permit Product 1: 5 Day Permit (M-F) Fee Per Product: \$80/month

Parking Permit Product 2: 7 Day Permit (M-Sa; Su free) Fee Per Product: \$96/Month

Parking duration is limited to two (2) weeks of continuous parking on all products.

- C. User Restrictions.** Only currently registered vehicles that are legally allowed to be operated on public streets may be issued a parking permit 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. Permit Credentials.** All persons possessing parking permit granted under this Agreement must utilize the appropriate credentials via the automated entry/exit point to utilize the parking privileges granted herein. Such credentials 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. Permit Fee.** Permittee shall pay the City the fee(s) shown in **§5.B** per month as defined by Appendix C of the City of Burlington Ordinance for each parking permit product granted under this Agreement (committed and any additionally secured). The City may change the fee for each parking permit by providing 60 days advanced notice to Permittee; provided the fee changes are set forth on an amended Appendix C (or similar schedule) for all parking users.
- B. Billing.** The billable term of each issued permit shall begin on the day the permit is issued to Permittee, and no earlier than on the first day of the month following the Effective Date. Permittee shall be issued an invoice on the last day of the month with payment due within a grace period of 25 days of the invoice. The City reserves the right to suspend use of any parking permit for non-payment at any time after the grace period. 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 users designated by the Permittee 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 user is unable to park in the Parking Structures due to full occupancy, the City may, at its sole discretion, offer parking to permit users 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 or otherwise unavailable. 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. Permittee acknowledges and agrees that management of City facilities may require the users 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 user'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 user. If the emergency derives from the

condition of the Parking Structures, the City will notify the Permittee of the location of the removed vehicle after removal, and the City shall pay for removal expenses. If the emergency derives from the permit user's vehicle, the City will notify thereafter the Permittee of the location of the removed vehicle, and the Permittee/permit user 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.** Permittee and permit users 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 users with compliance or call BPD to ensure enforcement of compliance with said directions and markings.
- E. Acceptance of Risk.** Parking is at the Permittee and its designated permit users' 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.** Permittee shall require that as a condition of issuing a parking permit granted herein, the permit user shall report any damage to the Parking Structures caused by the permit user'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 user until the permit user provides the City with written proof that necessary repairs were made to prevent further leakage. Any suspension issued under this §7.G. shall not suspend Permittee'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 Permittee and its authorized permit user(s). Parking permits shall not be loaned, altered, transferred or sold. Permittee agrees that misuse of a permit may be deemed as theft of services and the permit user may be locked out and that parking privileges in the Parking Structures may be rescinded/suspended. Permit users 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. Permittee 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.** Permittee shall inform its permit users that compliance with instructions for the use of a permit is a condition of its use. If a permit user fails to properly comply with use instructions the permit user's parking privileges in the Parking Structures may be rescinded/suspended.
- J. Insurance.** Permittee shall ensure that all permit users possess minimum levels of vehicle insurance as required by law. If a permit user fails to properly comply with use instructions the permit user's parking privileges in the Parking Structures may be rescinded/suspended.
- K. TDM and Zoning Requirements.** Permittee shall at all times remain in compliance with any Transportation Demand Management zoning permit requirements for the 100 Bank Property.

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. 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.

10. 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.

11. 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.

12. JURISDICTION

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

13. ASSIGNMENT

Permittee'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 Permittee's rights and obligations approved by the City shall be subject to the provisions of this Agreement. Notwithstanding the above, provided that Permittee is not in default of its obligations under this Agreement beyond any applicable notice and cure period, Permittee may assign its rights and obligations under this Agreement to any future purchaser of the 100 Bank Property, provided such purchaser assumes in writing the obligations and rights set forth in this Agreement.

— Signature Page Follows —

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

PERMITTEE

Permittee Name: 100 Bank LLC

Address: _____

Signature: _____

Printed: _____

Title: _____

Date: _____

CITY OF BURLINGTON Department of Public Works

Signature: _____

Printed: _____

Title: _____

Date: _____

.

20776179.6



Occupancy Summary Lakeview & College Street Garages

Capacity

Lakeview Capacity	632
College Street Capacity	464
Westlake Capacity	57
	1,153

Demand

	Allocation	Expected Usage
Monthly Permits	653	350
Estimated Daily Transient Parking	150	100
Allocations/Obligations		
Hilton Guests	300	200
BHS Community	300	150
State of Vermont	500	400
Free Employee	500	80
100 Bank - Proposed	200	180
	2,603 226%	1,460 127%

Daily Occupancy Distribution

		% Capacity	% Capacity
Day	75%	1,952 169%	1,095 95%
Evening	25%	651 56%	365 32%

Industry typical oversell of 120-140%; some up sources cite up to 2x; site specific and subject to monitoring of operations.

**Expected occupancy
below capacity**

Burlington Public Works FY'22 Goals and Objectives :: v8-12-21

Our Mission: To steward Burlington's infrastructure and environment by providing efficient, effective and equitable public services



		DPW GOALS			METRICS	DIVISION	COMMISSION ROLE
	OBJECTIVE	Operational Excellence	Exemplary Cust. Serv.	Culture of Innovation			
	DPW-wide Objectives						
1	Go live with asset management program to advance City's data-driven stewardship of City's assets	✓	✓	✓	Fully implement Enterprise Asset Management (EAM) / Computerized Maintenance Management System (CMMS) tool in FY'22.	DPW-wide	Provide feedback on draft plan
2	Continue to close capital funding gaps across asset classes (Water, WW, Stormwater, Fleet, Streets, Sidewalks, Signals, Facilities) by developing and implementing funding strategies with stakeholders	✓			Advance next 3+ year Capital Plan (FY'23-FY'25). Budgeted Funding vs. Actual investments vs. funding targets for each asset class. Service reliability (number of main breaks / year).	DPW-wide	Evaluate and recommend funding strategies
3	Enhance growth opportunities within department through professional development, job shadowing, succession planning, etc. to best position department to meet the future needs of the City	✓	✓	✓	% of staff participating in a professional development opportunity each year. % of positions that are filled internally.	DPW-wide	
4	Increase engagement of under-represented constituencies through enhanced outreach efforts while also ensuring capital project and maintenance prioritization does not inadvertently underinvest in these areas of the community	✓	✓	✓	Implement City's new Equity Toolkit. Capital project, program and maintenance prioritization evaluated for equity. DPW staff and engaged community members reflect the diversity of our city. Be an active participant in reshaping our workplace culture to strengthen equity and inclusion for both internal and external customers.	DPW-wide	
5	Reduce injuries through strengthened safety program that includes active safety committee and online Learning Management System	✓	✓		DPW Safety Team meets monthly. Department meets majority of FY'22 safety goals. Reduction in recordable incidents and lost time injuries. Reduction of late injury reports.	DPW-wide	
6	Expand preventative maintenance program of pavement, pavement markings, sidewalk, guardrails, railings, fences, valves, hydrants, sewer mains, fleet and other infrastructure that has historically not been adequately maintained -- and better prepare the department to maintain new assets	✓			Number of potholes, sewer plugs, main breaks decrease. Percent of fleet PMs to repairs increases. Maintenance crews trained and provided maintenance schedule for new assets. Consider new maintenance worker positions cost shared between General Fund and Water Resources. New Asset Management program will better capture these metrics.	DPW-wide	
7	Provide effective coordination with private projects through project review and coordinated investments	✓	✓		Department turns material review in agreed upon timelines. Assists applicants with helpful guidance. Cambrian Rise, 79 Pine St, Cambria Hotel, CityPlace progress according to timelines.	DPW-wide	
	Cross-Division Objectives						
8	Develop engineering standards that will efficiently direct future investments.	✓		✓	First phase of engineering standards compiled in FY'22.	Tech Services, Water Resources	Recommend adoption of standards to Council
9	Improve capital project accounting with enhanced systems, provide leadership in the development of formalized policies and procedures, and transition to multi-year capital budget accounting	✓		✓	Written policies and multi-year capital budgeting in place. Consider structural enhancements to strengthen financial management across divisions.	Tech Services, Water Resources	
10	Advance high priority capital projects (Champlain Parkway, Amtrak, PlanBTV Walk/Bike, Downtown Great Streets) in accordance with project schedules	✓			Projects advance according to project schedules. Annually budgeted capital projects completed. Adjust staffing to increase project management resources.	Tech Services, Water Resources	Review and approve ordinance changes related to projects.
	Division Objectives						
11	Co-locate and integrate Parking Services and Parking Operations at 645 Pine; streamlining staff management, unifying provision of parking products and services, maintaining financial accountability and budget/charter compliance.	✓	✓	✓	Build off Phase 1b integration and work strategically through the redefinition/creation of positions articulated in Phase 1c, seeking City Council approval as needed. Physically relocate Parking Services to DPW in FY'22.	Parking & Traffic	Provide feedback and input on integration plan.

Burlington Public Works FY'22 Goals and Objectives

12	Unify parking resources within DPW, branded as ParkBurlington, providing a singular parking resource		✓		Continue integration DPW-managed, Parks-managed and third party parking assets unthe the management of Park Burlington	Parking & Traffic	Review and approve parking operations agreements and policy changes
13	Improve parking experience through new services, technology and metrics management.	✓	✓		Provide improved signage, communication tools and service (online and in person). Metrics dashboard for on-street and off-street parking system.	Parking & Traffic	Review and provide input
14	Increase utility of Impact Fees for signalization capital projects	✓			Clear record of impact fee usage, balance and plan for future capital projects, prioritized	Parking & Traffic	Review and provide input
15	Continue to increase City's EV Fleet in accordance with Net Zero Goals established by the Administration and City Council			✓	Percentage of EV/Hybrid vehicles purchased over fiscal years.	DPW Maintenance	Review and provide input
16	Expand use of transportation options while increasing safety of system and reducing overall environment impact consistent with City plans			✓	Implement second phase of Winooski Corridor Study in FY'22. Increase traffic calming implementations and reduce waiting list. Non-SOV mode share increases. Annual # of crashes decreases.	Technical Services	Review and approve ordinance changes related to projects.
17	Transition solid waste collection system for garbage, recycling and organics to a more integrated system		✓	✓	Get City Council direction on operating model in FY'22 and move decisively toward implementation (multi-year process).	Maintenance	Review study and recommend approval to City Council.
18	Implement Phase II of Clean Water Resiliency Plan capital upgrades in FY'22	✓			Complete construction of South End Green Stormwater Infrastructure, 2 pump station upgrades, sewer and storm relining in FY'22. Complete design of Phase II Wastewater Treatment Plant refurbishments. Complete planning of next round of outfall improvements.	Water Resources	Recommend approval of CWRP borrowing to City Council.
19	Implement Council-approved rate restructuring and affordability program for Water, Wastewater and Stormwater utilities	✓	✓		New rates, affordability program, and rebates established in first six months of FY'22.	Water Resources	Review proposed rate structure, recommend to Council
20	Advance second phase of Water Resources staffing plan for increased operational sustainability	✓	✓		Advance second phase of WR Re-org with proposed hiring of Water Resources Technician and WWWW Operators in Training.	Water Resources	
21	Complete Integrated Water Quality Management Plan for how City will meet its Clean Water Act regulatory obligations and its local water quality priorities & begin implementation	✓		✓	Acceptance of Plan by DEC. Secure Integrated Permit. Advance first phase recommendations.	Water Resources	Review and provide feedback on final draft of Integrated Plan
22	Improve cost allocations between DPW and other departments (ie. have Water credited for fire protection service, contain growth of PILOT payments, negotiate new Franchise Fee agreement for Water)	✓			More appropriate cost allocations between departments / funds. Would enable Water Resources Division to better reinvest in aging systems.	Water Resources, CT Office	
23	Improve process for customer requests related to transportation, traffic calming, and parking regulations	✓	✓	✓	Reduce outstanding traffic calming requests and reduce time to resolution and closing customer requests in SeeClickFix.	Technical Services, Administration	Consider additional process changes for evaluating/ processing requests.



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www.burlingtonvt.gov/dpw

To: DPW Commissioners
Fr: Chapin Spencer, Director
Re: **DPW Director's Report**
Date: August 18, 2021

August Meeting

Thank you Commissioners for agreeing to meet in August. We have kept the agenda short. We had been expecting to return to the Commission with Martha Keenan from the Clerk Treasurer's Office to discuss the updated Sustainable Infrastructure Plan and a proposed General Fund bond to support the capital reinvestments over the coming years, but additional time is needed to flesh out the proposal. More info: Chapin Spencer, cspencer@burlingtonvt.gov.

FY'22 Goals and Objectives

Staff have updated FY'22 Goals and Objectives in the meeting packet to review with the Commission at the August meeting. There are minor adjustments from the version that was presented in July. This document should give the Commission a comprehensive picture of the department's goals and objectives for FY'22. It can be used by the Commission to review the performance of the Director and City Engineer each April / May. It is up to the Commission to decide whether it wants to formally accept the document or take no action. More info: Chapin Spencer, cspencer@burlingtonvt.gov

South End Construction Coordination Plan

At the August 9 Board of Finance, DPW presented the proposed South End Construction Coordination Plan including an approach to construct the Champlain Parkway in two distinct and sequential construction contracts. This proactive proposal, grounded in the support of our Federal and State partners, lays out a pragmatic path to achieving a major renewal and modernization of the City's South End infrastructure while reducing community impacts. The materials can be reviewed here: <http://go.boarddocs.com/vt/burlingtonvt/Board.nsf/goto?open&id=C5MKWN52598C>. The memo is also attached for the Commission's review. For info: Norm Baldwin, nbaldwin@burlingtonvt.gov.

Additional Water Resources Capital Reinvestment

The City Council at its August 9 meeting approved a construction contract for over \$6.7M of infrastructure upgrades across Water, Wastewater and Stormwater utilities. It continues the City's recommitment to renewing our aging Water Resources infrastructure that started with the 2016 Sustainable Infrastructure Plan and the 2018 Clean Water Resiliency Plan. The project involves collaboration between DPW Technical Services and Water Resources divisions, with each infrastructure type funded or financed through appropriate sources. This project is currently scheduled to start late in the summer of 2021 and end in the fall of 2022. In summary, this project includes 1,905 feet of sewer pipe replacement, 22,000 feet of sewer pipe relining, 20 feet of stormwater pipe replacement, 25,000 feet of stormwater pipe relining, 575 feet of water main replacement, 5,600 feet of water main relining, 0.82 miles of full width pavement restoration on select streets. All borrowing for these projects, including the amendments requested, are within the \$8.34M Water Bond approved by voters in 2016 and within the \$30M Clean Water Resiliency Plan Bond approved by voters. The Board Docs materials from the Council meeting can be reviewed here: <http://go.boarddocs.com/vt/burlingtonvt/Board.nsf/goto?open&id=C5LRXF6FEC03>. More info: Megan Moir, mmoir@burlingtonvt.gov.

New Water Resources Rate Structure, Affordability Programs and Rebates

Water Resources customers will be getting the first bills under the new rate structure this month. Our Water Resources Customer Care team is standing by to answer any questions. As you may recall, a couple months ago the City Council approved a new inclining block rate structure for Water Resources and a suite of affordability programs that will help low-volume, low-income ratepayers. This is a big step forward for our water utility as we will need to continue to reinvest in our aging infrastructure and this reinvestment will continue to result in rate increases over the coming years. More info: Megan Moir, mmoir@burlingtonvt.gov.

Consolidated Collection

At the request of the Council President, the return visit to the City Council for Consolidated Collection was pushed back to the September 13 meeting. With this additional time, the department is planning to capitalize on the opportunity to do additional outreach including at least one additional public meeting to get feedback and answer questions. We will share the engagement opportunities with the Commission when they are finalized. Lee and Chapin were interviewed by CCTV on the consolidated collection study and staff's recommendation. It can be viewed here: <https://www.cctv.org/watch-tv/programs/update-burlington-considers-consolidated-trash-collection>. Proponents of the fully municipal model hosted a show countering DPW's recommendation. It can be viewed here: <https://www.cctv.org/watch-tv/programs/consolidated-collection-interview-thomas-hanna>. More info: Lee Perry, lperry@burlingtonvt.gov.

Construction Updates

- The signalization improvements at 5 Corners (St Paul / Howard / Winooski) have been completed. The project included new pedestrian signals, ADA accessible ramps, and bumpouts. It was coordinated with area sidewalk and paving work.
- The Shelburne Road Roundabout project began construction in earnest this week. It will be a full two year construction project.
- The North Avenue raised intersection at Washington and Berry was completed a couple weeks ago.
- Water Resources' contractor is completing a sewer pump station upgrade at Flynn Avenue by Oakledge Park. They will be moving next to overhaul the Fletcher Place pump station.
- The Amtrak Passenger Rail construction project is in full swing. There are four construction contracts. Contract One is completed. Contract Two and Contract Three are underway and include the passenger platform and waterfront intersection improvements. Contract Four will be out to bid soon and will upgrade the railyard to store the train in the yard overnight. Passenger rail service is expected to begin in 2022.
- Sidewalk work continues across the City with our DPW Street Maintenance crews and our contractor.
- More information on this season's work can be found at our Construction Portal: <https://www.burlingtonvt.gov/construction>.
- More info: Rob Goulding, rgoulding@burlingtonvt.gov.

Thank you all. Please don't hesitate to reach out with any questions.



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

645 Pine St. Suite A
Burlington, VT 05401
802.865.7200 VOX
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802.863.0450 TTY

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

MEMORANDUM

To: Board of Finance
Fr: Chapin Spencer, DPW Director
Norm Baldwin P.E., City Engineer
Corey Mims P.E., Senior Public Works Engineer
CC: Lawrence Dwyer, Deputy Director, VT Division of Federal Highway Administration
Michele Boomhower, Director of PPAID, Vermont Agency of Transportation
Re: **South End Construction Coordination Plan**
Date: August 9, 2021

We are pleased to bring forward the proposed South End Construction Coordination Plan including an approach to phase the Champlain Parkway construction. This proactive proposal, grounded in the support of our Federal and State partners, lays out a pragmatic path to achieving a major renewal and modernization of the City's South End infrastructure while reducing community impacts.

BACKGROUND:

Due to the City's renewed reinvestment in our aging infrastructure, our successful effort to get legacy projects to construction, and the overall dynamism of the South End, there is an upcoming confluence of capital projects in the area that must be carefully coordinated so as to limit impacts on Burlington residents and businesses.

Significant upcoming South End capital projects within the public rights-of-way include:

- Amtrak Passenger Rail Project (underway)
- Shelburne Street Roundabout (underway)
- Champlain Parkway
- Class 1 Town Highway Repaving
- Main Street Great Streets
- Railyard Enterprise Project
- Continued Water/Wastewater/Stormwater Main Rehabilitation and Replacement

Based on City review of pending projects, community and Councilor feedback, and COVID-19 recovery efforts, it became clear that additional coordination and sequencing between projects was needed to further minimize interim impacts. As a result, City staff have worked with our project partners and our consultants to develop a sequencing approach that achieves this goal.

The chart below (and attached for easier viewing) provides an overview of our proposed approach:

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BURLINGTON SOUTH END PROJECT SEQUENCE							
Project/Segment	2021	2022	2023	2024	2025	2026	2027
I-189 Ramps Class 1 Paving	CONSTRUCTION						
US 2, US 7 & US 7 Alt Class 1 Paving		CONSTRUCTION					
Railroad Upgrade Projects	CONSTRUCTION						
Shelburne Street Roundabout	CONSTRUCTION						
Champlain Parkway Home Ave to Lakeside Ave (C2) & C1 Path							
Champlain Parkway Lakeside Avenue	PERMITTING & DESIGN		CONSTRUCTION				
Champlain Parkway Pine Street from Lakeside Ave to Kilburn St							
Main Street - Great Streets (Battery to Union)		DESIGN		CONSTRUCTION			
Railyard Enterprise Project		NEPA, DESIGN, PERMITTING & ROW			CONSTRUCTION		
Champlain Parkway I-189 to Home Ave (C1)				PERMITTING & DESIGN	CONSTRUCTION		
Champlain Parkway Pine Street from Kilburn St to Main St						CONSTRUCTION	

The most notable adjustment is the plan to construct the Champlain Parkway in two distinct contracts (see Appendix B for a map):

- Initial Construction Contract: Construction of initial project elements:
 - a. The middle section between Home Avenue and Kilburn Street
 - b. The shared use path between Baird Center and Shelburne Road
- Final Construction Contract: Construction of the remaining project elements:
 - a. The southern section between Home Avenue and I-189
 - b. The northern section between Kilburn Street and Main Street

This South End Construction Coordination Plan – with the Champlain Parkway project built using two construction contracts in order to fit around other projects – achieves the following benefits:

- Minimizing Construction Impacts: Careful coordination between all the upcoming South End projects can lessen the construction impacts. This is especially important given that there are only two primary N/S roadways connecting Burlington to communities south of the Queen City – Shelburne Street and Pine Street – and that both streets will be hosting major multi-year construction projects.
- Achieving Many Parkway Benefits Promptly: By splitting the Parkway project into two separate contracts, the City is able to promptly initiate project construction, open the first contract section once completed, and begin receiving the benefits of:
 - **A new 25-mph grid street** between Home Avenue and Lakeside Avenue that will enhance connectivity and resiliency of the South End street network
 - **A new stormwater pond and new stormwater sand filter** that will take 11.5 acres off the combined sewer system and reduce 6,344 pounds (over 3 tons) of sediment from being discharged into Lake Champlain annually
 - **New shared use paths** providing a continuous ~2 mile off-road bike/pedestrian path from the Pine Street & Locust Street intersection to Queen City Park Road in South Burlington
 - **Improved raised intersections** at Pine St & Kilburn St, Pine St & Marble Ave, and Pine St & Howard St to slow traffic and enhance pedestrian crossings
 - **A new midblock crosswalk** Pine St & Arts Riot to further improve walkability in the heart of the South End Arts District
 - **An enhanced Pine Street** with new granite curbs, reconstructed sidewalk with ADA-compliant access ramps on the eastern side, and new top pavement layer with improved surface drainage

- **Undergrounded utilities on Lakeside Avenue** between Pine St and the new portion of the Champlain Parkway
- **Renewed water and sewer lines throughout the South End** – approximately 4,000 feet of waterlines and 3,000 feet of sewer lines will be replaced
- **Reconstructed rail crossings** with new active warning system including new gates in all quadrants, improved bicycle and pedestrian accommodation and improvements to drainage and stormwater features
- **Making the Interstate Connection When Ready:** The proposed sequencing provides a window to get the South End community infrastructure in place before opening the Champlain Parkway's connection to I-189. The proposed Plan shows the final Champlain Parkway construction contract, with the I-189 connection, being completed in 2027 – a full six construction seasons from now. During the interim period prior to the interstate connection, our Parkway consulting engineers project no substantive change in overall South End traffic even with the first Champlain Parkway phase constructed and opened for public use. Additionally, the consulting engineers project an overall reduction of traffic in the King St and Maple St neighborhood once all these South End projects are completed (see attached memo from CHA).

The Genesis of the Plan:

This strategy was born from the Administration and City staff taking to heart the input shared by members of the public and City Councilors who asked us to think creatively about how to minimize community impacts over the coming years. To be clear, this South End Construction Coordination Plan is not a requirement of the recent Environmental Justice (EJ) review for the Champlain Parkway. The additional EJ review directed by the Federal Highway Administration in 2019 was to perform targeted outreach to any minority and low-income populations in the project study area in order to determine whether the conclusions reached in the previous Federal NEPA process remain valid. After significant public engagement and additional analysis, the resulting June 2020 Limited Scope Draft Supplemental Environmental Impact Statement (LSDSEIS) stated that “identified neighborhoods within the Study Area will share both the project’s improvements and some adverse impacts. After additional review of the proposed improvements and public involvement engagement, the Project will not cause disproportionately high and adverse effects on any minority populations in the Maple and King Street Neighborhood” (page viii). The LSDSEIS did recognize project proposed mitigation measures including phasing and scheduling to ensure safe access and reduce impacts during construction. Staff took this strategy, and based on the public input we received, expanded it to encompass a phasing and scheduling approach for all the major upcoming South End infrastructure projects.

Considerations:

Staff developed the South End Construction Coordination Plan as it meaningfully responds to public and Council interest in minimizing impact on the community by strategically advancing the construction of the upcoming projects. To provide the Council full context, we offer these additional considerations:

- **The City Council is a gatekeeper for large construction projects through contract approvals.** Contracts over \$100,000 require Council approval per City policy. By splitting the Champlain Parkway project into two construction contracts, the Council can approve a substantial portion of the project to be constructed and used by the public while avoiding substantive changes to South End traffic volumes during the interim period. The Council can then determine the appropriate time to authorize the Final Construction Contract.
- **FHWA and VTrans continue to state that the City will face repayment for project expenses incurred if the full Champlain Parkway project as designed and permitted is not completed.** Since the City took over project management from the State in 1998, approximately \$15

million has been expended with the City Council approving project agreements and amendments 26 times over the last 23 years. Should the Council approve the proposed initial construction contract, total project expenditures would increase by an estimated \$17.5 million or more (depending on timing, inflation, final scope of work).

- Staff understands the importance of keeping all these South End projects advancing and adhering to their schedules as much as possible – and we are resourcing them accordingly. In the case of the Railyard Enterprise Project, we have a Request for Qualifications (RFQ) out on the street now to select a design consultant team to give us the extra capacity to keep this project moving. That said, projects can hit unexpected issues that adjust schedules.
- Despite a string of 10 legal victories and settlements over the last eight years advancing the Parkway project for FHWA, VTrans and the City, a few project opponents continue to legally challenge the project wherever possible. In late June 2019, the Pine Street Coalition filed a lawsuit against FHWA, VTrans, and the City challenging a 2018-2019 re-evaluation of Champlain Parkway project impacts under the National Environmental Policy Act (NEPA). That legal action has been stayed by the Court over the past two years pending further ongoing environmental review under NEPA's environmental justice regulations, as discussed above. It is not yet clear what impact the latest environmental review will have on the Coalition's lawsuit, but FHWA, VTrans, and the City will continue to manage this legal risk, as we have done successfully in the past.
- With this South End Construction Coordination Plan, there is a viable path to beginning Champlain Parkway construction in 2022. Here are the upcoming expected milestones for the project:
 - September 2021 – Limited Scope Final Supplemental EIS published
 - October/November 2021 – FHWA Record of Decision published
 - February 2022 – Bid Advertisement for the Initial Construction Contract
 - May 2022 – City Council approval to award the Initial Construction Contract
 - June 2022 – Construction Notice to Proceed for the Initial Construction Contract

Due Diligence:

We have worked over the last month to evaluate the viability and potential risks of this South End Construction Coordination Plan. Key findings include:

- We met with FHWA and they have informed us that determining the number of construction contracts and phasing for the Champlain Parkway is up to the host community and their State partner (VTrans). FHWA reviewed our draft Plan and said that splitting the construction into two contracts is an acceptable approach. While they did not provide a definitive timeline, FHWA representatives made it clear that if the City does not make continued progress to complete the Champlain Parkway project as designed and permitted, they would seek repayment on incurred expenses.
- We met with VTrans and reviewed the proposed Plan. They understood our goals to be responsive to public feedback and seek to further reduce impacts from all these South End infrastructure projects.
- We met with the City Council's Transportation Energy & Utilities Committee on July 27, reviewed this general approach with them and answered questions from Committee members and the public.
- We met with permitting agencies (Act 250 and VT Department of Environmental Conservation) to understand potential risks for this Plan and specifically advancing the Champlain Parkway with two separate construction contracts. Given current and potential future litigation, we would be happy to brief Councilors on this topic in executive session.

- We have reached out to key stakeholders including the Vermont Racial Justice Alliance, the Champlain Housing Trust, Local Motion, area business owners and past litigants to get their feedback on this Plan.

After this due diligence, DPW staff continues to believe the South End Construction Coordination Plan – including advancing the Champlain Parkway construction with two separate contracts on the schedule shown above – is the optimal approach for completing these generational improvements in a way that further reduces impacts on our community.

We understand that this is a complex proposal. Please don't hesitate to reach out with any questions. Thank you for your ongoing support of DPW's efforts to reinvest in Burlington's aging infrastructure for a more resilient, equitable and vibrant future.

Appendices:

- Appendix A: FHWA Repayment Examples
- Appendix B: CHA Traffic Memorandum

APPENDIX A

Federal Highway Administration (FHWA) Repayment Examples

City Councilors have asked for examples where FHWA has required repayment of project expenses for projects that have not been built or advanced. Vermont's FHWA office provided the following: "Here are some examples of federal funds being paid back in Vermont and in New Jersey for projects that did not advance to construction. This is not a provision used every day but we do have cases where it is utilized both in Vermont and other states across the country. Most of our federal aid construction projects do get built as planned and permitted."

Vermont examples –

- 1) **Bennington Bypass South Project** – project not built, Payback amount of \$163,457.49, June 22, 2020
- 2) **New Haven Roadway Project** – project not built, Payback amount \$271,006, December 15, 2015

New Jersey examples –

- 1) **Rt 57 and County Rt 519**, Bridge Replacements and Intersection Improvements, Paid back \$1,989,981 on 12/14/2020
- 2) **Rt 71 & Wyckoff Road**, new traffic signal, bicycle compatible lanes, sidewalks, Paid back \$534,715 on 11/17/2016
- 3) **North Region Bridge Scour Design Contract #1**, Scour Design for Bridges in North Region, Paid back expenditures of \$2,690,624.95 on 12/29/2016
- 4) **Route 21 Newark Needs Analysis**, Evaluating ways of improving the safety and operation of Route 21, Authorized and expended \$1,382,200 and paid back this amount on 01/4/2017.
- 5) **Trenton-Amtrak Bridges** - Chestnut Ave - From Walnut Ave to E. Street Bridge replacements – PE Withdrawn and paid back funds of \$1,483,063.67 on 01/04/2017.
- 6) **I-295/Route 38 Improvement Project** - Project was to provide a missing movement from I-295 to Route 38, Withdrawn on 12/13/2016, amount paid back was \$7,603,038.52



August 2, 2021

Mr. Chapin Spencer
Director
City of Burlington
Department of Public Works
645 Pine Street, Suite A
Burlington, VT 05402

Re: Champlain Parkway; Southern Connector MEGC – M5000 (1); South End Construction Coordination Plan Traffic Assessment; CHA File: 8659.

Dear Mr. Spencer:

This summary has been prepared to assess the potential effects of the proposed South End Construction Coordination Plan on vehicular traffic volumes and circulation in Burlington's South End. This coordination plan considers the following transportation and utility infrastructure projects:

- Railroad Projects in advance of Amtrak passenger rail (underway)
- Shelburne Street Roundabout (underway)
- Champlain Parkway
- Class 1 Town Highway Repaving
- Main Street Great Streets
- Railyard Enterprise Project (REP)
- Continued Water/Wastewater/Stormwater Main Rehabilitation and Replacement

Two of these projects involve the construction of new streets that will enhance regional access and expand traffic connectivity. These are the Champlain Parkway and the REP projects.

The South End Construction Coordination Plan proposes to construct the Champlain Parkway project under two contracts referred to as the Initial Construction Contract and the Final Construction Contract.

The multi-contract concept for Champlain Parkway construction will schedule this work to fit the Champlain Parkway around the other projects, which will help to manage the construction impacts to area businesses and residents. The general construction limits for each of these construction contracts are illustrated in Figure 1.

The effect of the sequenced construction of the Champlain Parkway on traffic volumes and circulation patterns were evaluated in the context of the original 2009 FSEIS and recent NEPA assessments completed for the project, as well as the Scoping Study prepared for the REP project.

Initial Construction Contract Traffic Assessment

Changes in vehicle traffic volumes and flow patterns associated with the fully-built Champlain Parkway project are associated with two primary influences: [1] improved connectivity to I-189 and US Route 7, and [2] expansion of the urban street grid in association with attendant operational and safety improvements.

The Initial Construction Contract for the Champlain Parkway will consist of the following project elements

- New Champlain Parkway segment between Home Avenue and Lakeside Avenue
- Lakeside Avenue Improvements
- Pine Street from Lakeside Avenue to Kilburn Street Improvements
- Shared use path between Baird Center and Shelburne Street

These initial project elements will not provide connection to the interstate highway system nor any new connections to the regional roadway network. The new roadway segment of the Champlain Parkway will function as a local collector street in this interim period rather than the arterial function it will have once the project is complete. However, this new roadway segment will enhance local access and circulation by providing additional north/south connectivity to the street grid.

This improved connectivity is not anticipated to induce new traffic into or through the area because the improvements constructed in this stage will not change the way the South End is connected to major routes (US Route 7 or I-189). However, some traffic associated with local businesses and residents can be expected to use this new road as part of their existing trips through the area; for example, electing to use the Champlain Parkway segment instead of the parallel segment of Pine Street.

The 2009 FSEIS documented the changes in traffic patterns associated with the full construction of the Champlain Parkway and these design volumes were reaffirmed in the 2019 NEPA Reevaluation and subsequent 2020 LS DSEIS for the project. The traffic volumes shown in the 2009 FSEIS for the ETC Build Condition indicate that the traffic volumes along the Champlain Parkway segment between Home Avenue and Lakeside Avenue will be relatively low in the interim construction condition. Again, this is because the interim Champlain Parkway segment will primarily benefit local traffic that is already in the network. The peak hour vehicle traffic volumes are estimated to be in the range of 100-200 vehicles per hour. This amount of traffic diverted from other streets in the area would not substantially change existing patterns of traffic flow.

In consideration of these factors, it is concluded that the Initial Construction Contract will not substantially change existing traffic volumes and flow patterns.

Final Construction Contract Traffic Assessment

The Final Construction Contract for the Champlain Parkway project will consist of the following project elements

- Champlain Parkway segment between Home Avenue and I-189
- Pine Street from Kilburn Street to Main Street improvements

The Final Construction Contract will complete the connection of the Champlain Parkway with I-189 and the improvements on Pine Street from Kilburn Street to Main Street. The proposed construction sequencing is intended to result in this work occurring after the other capital improvements are in place.

The cumulative effects of transportation projects in the area were assessed as part of the 2019 NEPA Reevaluation. This reevaluation considered the cumulative effects of the following projects:

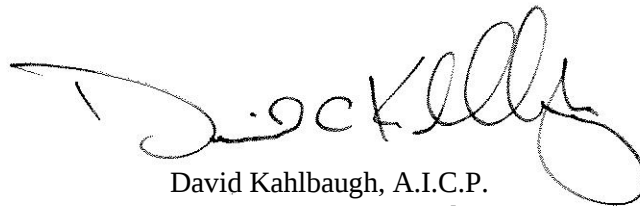
- Champlain Parkway
- Rail Enterprise Project (REP)
- Shelburne Street Roundabout

As noted in that assessment, the REP project will further expand transportation connectivity in the area between Kilburn Street and Main Street. Also, as noted in the REP Scoping Study, traffic conditions on Pine Street north of Kilburn Street will improve when considered in conjunction with the Champlain Parkway project because of the expanded circulation options and the attendant operational and safety improvements. The REP study indicates an estimated 35-59% traffic diversion from the Kilburn Street-to-Main Street segment of Pine Street to other routes as a result of the cumulative projects.

Based on this assessment, it is concluded that the proposed sequencing of the Champlain Parkway construction as part of the South End Construction Coordination Plan will not contribute to any significant interim vehicle traffic impacts.

If you have any questions or require additional information, please contact Dale Gozalkowski or me.

Sincerely,

A handwritten signature in black ink, appearing to read "David Kahlbaugh". The signature is fluid and cursive, with a large loop at the end.

David Kahlbaugh, A.I.C.P.
Senior Transportation Planner





MASTER PARKING AGREEMENT City of Burlington

This Master 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 100 Bank LLC, a Vermont limited liability company, located at 100 Bank Street, Burlington, Vermont (“Permittee”).

The Permittee 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 Permittee 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, including approval from the Public Works Commission.
- 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 Agreement.
- C. Purpose.** Permittee seeks to utilize up to two hundred (200) parking permits within the Parking Structures, as defined below, for the use of Permittee’s employees and tenants at 100 Bank Street, Burlington, Vermont (the “100 Bank Property”).

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 Permittee and “Parties” means both the City and Permittee.

4. TERM

- A. Term.** This Agreement and the Parties’ respective performance shall commence on the **first day of the month** following the Effective Date (the “Commencement Date”) and shall continue through

the date that is five (5) years from and after the Commencement Date (the “Initial Term”), subject to renewal or termination in accordance with §4.B.

- B. Renewal/Termination.** Subject in all respects to the terms of this Agreement (as the same may be amended solely by the City to reflect then-standard terms for parking agreements in the City), and provided that Permittee is not in default of its obligations under this Agreement beyond any applicable notice and cure period, this Agreement will automatically renew for a period of one (1) year at the end of the Initial Term and for additional one (1) year periods annually thereafter unless no later than 90 days prior to the end of the Initial Term (or, as applicable, any renewal term) Permittee elects to reduce the number of parking permits allocated to Permittee hereunder, in which event this Agreement will renew (and be subject to further annual renewal) as otherwise provided herein but with respect to such fewer number of permits. This Agreement shall terminate in the event: (i) Permittee provides the City with written notice that it desires to terminate this Agreement, in which case this Agreement shall terminate ninety (90) days from and after the City’s receipt of such notice; (ii) the building located on the 100 Bank Property is demolished (except in the case of casualty, provided that Permittee promptly rebuilds such building, in which case Permittee will retain the same number of parking permits upon completion of the rebuild that Permittee was provided under the terms of this Agreement immediately prior to the casualty); (iii) the City discontinues its ownership and/or operation of the Parking Structures for public parking on a permanent basis, or (iv) Permittee is in default or breach of its obligations hereunder and/or under that certain Agreement to Grant Easements and Coordinate Construction entered into by and between the City and Permittee as of approximately even date herewith, provided that Permittee shall have a period of thirty (30) days following notice from the City to cure such default or breach. If the City suspends garage operations on a temporary basis, the City will cooperate with Permittee to reinstate this Agreement upon the recommencement of public parking within the new/renovated Parking Structures. Permits may be suspended for use pursuant to the provisions set forth in §6.B and §7.

5. GRANT OF PERMIT

- A. Use of Facilities.** The City shall provide Permittee with parking permits to be used by Permittee and its authorized permit users at the Parking Structures for the term of this Agreement as set forth in §4. During the Initial Term, the City will provide an allocation of 200 parking permits upon ninety (90) days’ prior notice from Permittee. Permittee will administer such parking permits for Permittee’s employees and tenants. The Parties acknowledge that number of permits may fluctuate up and down (upon ninety (90) days’ prior notice from Permittee) based on Permittee’s needs during the Initial Term.

For each year after the Initial Term, Permittee will provide written notice to the City by October 1 of the number of parking space permits Permittee will commit to assume for the upcoming year (up to 200 permits for Year 6). For ensuing years, the maximum number of permits for which Permittee may commit to assume will be limited to the number of permits actually assumed by Permittee in the previous year. The City will cooperate with Permittee to provide additional permits if requested by Permittee at least 90 days in advance, subject to availability and as approved by the Public Works Commission if the City determines such approval is required.

- B. Timing Restrictions.** The parking permits granted under this Agreement shall be as follows and defined by Appendix C of the City of Burlington Ordinance:

Parking Permit Product 1: 5 Day Permit (M-F) Fee Per Product: \$80/month

Parking Permit Product 2: 7 Day Permit (M-Sa; Su free) Fee Per Product: \$96/Month

Parking duration is limited to two (2) weeks of continuous parking on all products.

- C. User Restrictions.** Only currently registered vehicles that are legally allowed to be operated on public streets may be issued a parking permit 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. Permit Credentials.** All persons possessing parking permit granted under this Agreement must utilize the appropriate credentials via the automated entry/exit point to utilize the parking privileges granted herein. Such credentials 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. Permit Fee.** Permittee shall pay the City the fee(s) shown in **§5.B** per month as defined by Appendix C of the City of Burlington Ordinance for each parking permit product granted under this Agreement (committed and any additionally secured). The City may change the fee for each parking permit by providing 60 days advanced notice to Permittee; provided the fee changes are set forth on an amended Appendix C (or similar schedule) for all parking users.
- B. Billing.** The billable term of each issued permit shall begin on the day the permit is issued to Permittee, and no earlier than on the first day of the month following the Effective Date. Permittee shall be issued an invoice on the last day of the month with payment due within a grace period of 25 days of the invoice. The City reserves the right to suspend use of any parking permit for non-payment at any time after the grace period. 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 users designated by the Permittee 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 user is unable to park in the Parking Structures due to full occupancy, the City may, at its sole discretion, offer parking to permit users 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 or otherwise unavailable. 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. Permittee acknowledges and agrees that management of City facilities may require the users 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 user'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 user. If the emergency derives from the

condition of the Parking Structures, the City will notify the Permittee of the location of the removed vehicle after removal, and the City shall pay for removal expenses. If the emergency derives from the permit user's vehicle, the City will notify thereafter the Permittee of the location of the removed vehicle, and the Permittee/permit user 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.** Permittee and permit users 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 users with compliance or call BPD to ensure enforcement of compliance with said directions and markings.
- E. Acceptance of Risk.** Parking is at the Permittee and its designated permit users' 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.** Permittee shall require that as a condition of issuing a parking permit granted herein, the permit user shall report any damage to the Parking Structures caused by the permit user'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 user until the permit user provides the City with written proof that necessary repairs were made to prevent further leakage. Any suspension issued under this §7.G. shall not suspend Permittee'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 Permittee and its authorized permit user(s). Parking permits shall not be loaned, altered, transferred or sold. Permittee agrees that misuse of a permit may be deemed as theft of services and the permit user may be locked out and that parking privileges in the Parking Structures may be rescinded/suspended. Permit users 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. Permittee 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.** Permittee shall inform its permit users that compliance with instructions for the use of a permit is a condition of its use. If a permit user fails to properly comply with use instructions the permit user's parking privileges in the Parking Structures may be rescinded/suspended.
- J. Insurance.** Permittee shall ensure that all permit users possess minimum levels of vehicle insurance as required by law. If a permit user fails to properly comply with use instructions the permit user's parking privileges in the Parking Structures may be rescinded/suspended.
- K. TDM and Zoning Requirements.** Permittee shall at all times remain in compliance with any Transportation Demand Management zoning permit requirements for the 100 Bank Property.

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. 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.

10. 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.

11. 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.

12. JURISDICTION

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

13. ASSIGNMENT

Permittee'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 Permittee's rights and obligations approved by the City shall be subject to the provisions of this Agreement. Notwithstanding the above, provided that Permittee is not in default of its obligations under this Agreement beyond any applicable notice and cure period, Permittee may assign its rights and obligations under this Agreement to any future purchaser of or entity that acquires title to the 100 Bank Property, provided such purchaser or other entity assumes in writing the obligations and rights set forth in this Agreement.

— Signature Page Follows —

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

PERMITTEE

Permittee Name: 100 Bank LLC

Address: _____

Signature: _____

Printed: _____

Title: _____

Date: _____

CITY OF BURLINGTON Department of Public Works

Signature: _____

Printed: _____

Title: _____

Date: _____

**DEPARTMENT OF PUBLIC WORKS
645 PINE STREET
BURLINGTON, VERMONT 05401
COMMISSION MEETING AUGUST 18, 2021
FINAL MINUTES**

Commissioners Present: Commissioner Barr, Commissioner Hogan (Chair), Commissioner O'Neill-Vivanco (Vice-Chair), Commissioner Overby and Commissioner Munteanu.

Commissioner Absent: Commissioner Bose, Commissioner Kennedy
(Commissioner Bose did try to do meeting via phone but there was a bad connection)

ITEM 1 – CALL TO ORDER

Commissioner Hogan called the meeting to order at 6:30 p.m.

ITEM 2 – AGENDA

Commissioner Barr made a motion to approve agenda
Commissioner O'Neill-Vivanco seconded
Unanimous approval

ITEM 3 – PUBLIC FORUM

There was no one from the public to speak at meeting tonight

ITEM 4 – 100 BANK STREET PARKING AGREEMENT – Jeff Padgett

This is to authorize Public Works to enter into a parking agreement with 100 Bank Street for up to 200 parking permits to serve 100 Bank Street in the Lakeview/College Street garage for five years and after the five years on an as needed and available basis as detailed and defined in the "Master Parking Agreement". They get short term security and we get long term security.

Commissioner Munteanu was trying to understand the importance of this – the daily occupancy projection. Assistant Director Padgett stated that the real challenge with Lakeview is it is at 35% usage. We are concerned about occupancy. We have shut down our waiting list until the state and the school returns for a better vision of what is available.

Commissioner Overby stated that it is unknown how much public parking will be constructed in City Place as it is still in litigation. Because of that, she stated she is concerned about giving preferential treatment to this one property of up to 200 parking passes for 5 years. She asked how many parking passes are currently being used by the

property's tenants. We have shut down until the State of Vermont and the High School coming back, when high school comes back we assume they will get 800 passes. Commissioner Overby noted that the chart listing outstanding parking pass commitments shows that 180 of the 200 passes proposed for 100 Bank St. will be used. Director Padgett stated these are for planning purposes; this proposal will not blow us out. . Commissioner Overby expressed concerned about the need for replacement of some of the 567 public parking spots lost when the Burlington Town Center Cherry St. garage was demolished. With so many parking passes issued for the Lakeview/College garage, few spots are left for people shopping in downtown Burlington. Director Padgett stated the Marketplace Garage is full but Lakeview/College Street garage is not utilized by shoppers no matter how many ad campaigns we run or discounts. We have a waiting list of 75 to park by the month. . Director Padgett stated that we want to fill the garage but not overfill it. Commissioner Overby stated a problem is inadequate way-finding. Transient/retail parkers don't know how to get into that garage, and then don't know how to find and return from Church St. and downtown.

Commissioner O'Neill-Vivanco stated transient parking impact on the parking garage can go in as BHS half go one day and the other half go the second day. There is plenty of parking in Burlington when the streets connect again. Director Spencer stated there is a timeline construction to begin for TIF and if it is not initiated the date executed in the contract with Ireland at City Place expense they will connect Pine Street and St. Paul Street

Commissioner O'Neill-Vivanco stated she would like to get a look at where the numbers are in January or early 2022. Director Padgett stated it would be in his annual report of Lakeview and College Street garage.

Commissioner Barr made a motion to accept staff's recommendation
Commissioner O'Neill-Vivanco seconded.

Commissioner Overby stated she would like to see a reduction in the number of passes if that was possible. Director Spencer stated this is the terms that were negotiated between the City, 100 Bank Street and City Place and city council approved the terms as negotiated. We cannot change the terms without going back to negotiations. Commissioner Overby stated she does not feel this is the best scenario, because it grants priority to one developer.

Unanimous approval

Director Spencer stated he sent out the proposed goals and objectives for the Commissioners to review and it is their decision if they want to accept the goals and objectives for FY'22 or not.

Commissioner Overby asked if parking services were still at the PD. Director Spencer stated they are still at 1 North Avenue and we hope to have them relocated here by October.

Commissioner Munteanu asked how DPW was making the citizens of Burlington. Rob Goulding stated we get information on Front Porch Forum, use social media, have public meetings, post agendas and warn meetings.

Commissioner Barr stated this was a great document but he uses a document created by Commissioner Overby for neighborhood assemblies, all in one place reference.

Commissioner O'Neill-Vivanco stated this was a great document for us as well as the public. I use this when it is time for yearly evaluations. I appreciate the signage for sidewalk work that is occurring in my neighborhood.

ITEM 6 – APPROVAL OF DRAFT MINUTES 7-20-21

There was a wrong date on the minutes posted, has been updated.

Commissioner Munteanu made a motion to approve draft minutes of July.

Commissioner O'Neill-Vivanco seconded

Commissioner Overby asked if the meeting was the 20th or 21st.

Commissioner Munteanu stated it was the 21st.

Commissioner Barr abstained

Unanimous approval by four of the commissioners

ITEM 7 – APPROVAL OF DRAFT MINUTES 6-16-21

APPROVAL OF JUNE 26, 2021 MINUTES

Staff from RPC had submitted changes that did not make it into the previously approved minutes.

Commissioner Barr made a motion to approve the amended minutes

Commissioner O'Neill-Vivanco seconded

Unanimous approval

ITEM 8 – DIRECTOR'S REPORT

South End Construction Coordination Plan will be going to the City Council in September for a vote. We are talking about breaking down the construction of the Champlain Parkway in two different areas, Phase 1 the middle of Home Avenue to Kilburn Street

and the final step to the Interstate and the King Street and Maple Street neighborhood. We hope to have a contract for review in 2022 to the council if approved in September. We can present more to the DPW Commission.

ITEM 9 - COMMISSIONER COMMUNICATIONS

Commissioner Barr the schedule of sweeping for the bike lanes as there is always debris and broken glass in the bike lanes.

PIM Goulding informed him we sweep the main arteries of the city on a regular basis. Colchester Avenue is swept weekly as well as some of the other major roadways in the city. We purchased a smaller sweeper that will hopefully be out soon and hopefully that will do a better job on the bike lanes.

Commissioner Barr also asked what the process for trash containers being left in the bike lanes after the haulers pick them up, this is more in the early morning hours. Can someone please mention to them to put the containers out of the bike lanes after they are emptied. Also, we noticed pain on the ground by Chase Street and Colchester Avenue just wondering if the construction was going to happen. Director Spencer stated we are doing a temporary quick build there this year.

Commissioner O'Neill-Vivanco asked if the purchase of a little vacuum to clean the bike lanes would be better than sweeping. Saw this in a parking lot in Chittenden County. Also asked if Public Works was involved in the discussion for the new location for the high school to make sure the infrastructure fits in. Director Spencer stated he sent out an e-mail to Superintendent Flanagan today requesting the Public Works be engaged in the site selection.

Commissioner Overby asked about the south end construction plan. Pine Street coalition and if roundabouts were in any discussion on the construction of the street or was it designed as a signal intersection. Director Spencer stated it was designed as signals but there is flexibility to make changes. There was a question on if this could be done in the first phase of the roundabouts ends being done 2nd.

Director Spencer stated that the improvement in the south end will occur before or concurrently with the end of the parkway.

Commissioner Hogan stated a citizen called and made a complaint about the visibility of Grant Street and North Union Street the planter is obstructing the view. Director Spencer stated they will be removing the bollards and planter and will be installing a permanent curb.

ITEM 10 – ADJOURNMENT AND NEXT MEETING DATE SEPTEMBER 15, 2021

Commissioner Barr made a motion to adjourn
Commissioner O'Neill-Vivanco seconded
Unanimous approval

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